



Information Memorandum



JMW (WA) Pty Ltd Licensee Trading as JMW Real Estate | ABN: 41 304 155 031

238 Naturaliste Terrace, Dunsborough WA 6281

P: (08) 9756 8800 | F: (08) 9756 8811 | jmwrealestate.com.au | Licensed Real Estate & Business Agent

**Balingup Heights
Information Memorandum**

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FOR SALE

Balingup Heights Hilltop Forest Cottages

One of the landmark tourist accommodation businesses, on one of the most iconic towns in the South West of WA. With truly seductive views, we have to leave it to your own eyes to behold.....

The six cottages, all with a private rural view from the hilltop bush portion of this 18.7ha property could not be replicated in today's planning framework. Currently achieving near perfect occupancy, the potential for further expansion on the cleared portion is limited (within reason) pretty well only by your imagination.

Balingup Heights Hilltop Forest Cottages is offered for sale as a Going Concern with future bookings in place and all physical and intellectual property relating to operation, marketing and promotion to be included in the sale.

Being zoned Tourist, there is a planning framework which recognises the importance and legitimacy of accommodation facilities such as Balingup Heights Hilltop Forest Cottages.

The six cottages currently target Couples Retreat and Family Getaways however with the Bibbulman Track winding through Balingup, a location on the famed Balingup-Nannup Road and a developing cycling and mountain bike network evolving, this property is brilliantly located to capitalise on the adventure and eco-tourism trend we are currently experiencing.

<https://www.bibbulmuntrack.org.au/trip-planner/track-sections/balingup>

<https://www.donnybrook-balingup.wa.gov.au/news/media-release-shire-supports-spotlight-on-trail-town/273>

As a personal Tree Change location, it would be disingenuous to describe this as anything other than virtually unbeatable in the south west area of WA. The views literally look down over Balingup townsite in an almost commanding manner and further take in the hills and valleys to the north and east.

We'll let the website do the talking, however the reality is better than the photos and the changing seasons act like a slideshow.

<https://www.balingupheights.com.au/>



The existing managers house, tastefully built from stone and nestled into the hillside could easily be converted into further tourist accommodation with numerous other homesite choices available if you wished to build your dream “forever home” with a healthy business for a family member.

The awards and reviews sing a louder tune than we as Agents can do. Suffice it to say “We take great pride in being appointed to sell such a beautifully run and iconic”

<https://www.balingupheights.com.au/past-guest-comments/>

https://www.tripadvisor.com.au/Hotel_Review-g488326-d2349642-Reviews-

For Further Details Contact:

Joe White :0417 939 715

Rob Farris :0418 956 700



Joe White

Joe Whites three decades of experience selling all classes of properties in the South West ensures your place will be managed and marketed with skill, good judgement and polite professionalism.

Whilst relaxed and approachable, Joe's in-depth knowledge carries a level of sophistication our market demands, given the range of properties we deal with on a day-to-day basis.

Whether putting an elite multimillion-dollar beachfront home to Auction or Tender, guiding first home buyers through the complexities of building, managing residential commercial and industrial properties, advising on town planning schemes, conservation, bushfire or development potential, Joe's vast experience has you in the safest hands possible.



Rob Farris

Rob has over 40 years selling experience including 13 years as a Licensed General Auctioneer and Livestock Representative travelling to most rural areas in Western Australia and in particular the South West and the greater Dunsborough and Margaret River Region.

In 2003 he moved to Dunsborough to work in the Real Estate industry selling residential and rural properties for 2 years. Whilst being based in Perth for 13 years he has sold residential, rural and commercial properties in most major centres of Western Australia from Karratha in the north, to Dunsborough and Margaret River in the south combined with commercial and retail leasing in Perth.

Rob has seen the area evolve and the market grow from strength to strength. Rob has now been with JMW Real Estate for 3 years selling in the greater Dunsborough region. His selling capabilities and family real estate history are well known in the industry and his experience includes selling properties ranging from \$50,000 to \$23,000,000.



Be Hugged By Nature

Balingup Heights Hilltop Forest Cottages is a multi award winning, family run, 4 star accommodation property in the village of Balingup.

Located in the heart of the south west of Western Australia and high in a hilltop forest is a magical 46-acre natural bushland property. Six cosy fully self-contained bush Cottages are set apart for privacy, each with spectacular views overlooking the valley below.



 **Balingup Heights**
HILLTOP FOREST COTTAGES

Spectacular views



Be hugged by nature! The perfect Australian bush experience with 6 cosy Cottages dispersed throughout a peaceful hilltop forest. Couples, families and small groups all find privacy and relaxation at Balingup Heights Hilltop Forest Cottages.

About the cottages

- 3 x one bedroom fully self contained Cottages each sleeping 1 – 3 people
- 3 x two bedroom fully self contained Cottages each sleeping 3 – 6 people
- Rusty country charm and lovingly furnished for complete comfort
- Cosy wood fires and reverse cycle air conditioning
- Well equipped kitchen and open plan living area
- Spacious balconies including your own BBQ





Take in spectacular views, enjoy stunningly fresh air and huge expanses of blue sky. Relax at the private lookout overlooking lush fruit orchards, native bushland and the magical town of Balingup below. At night, clear skies give stargazers an awe-inspiring view of the constellations.

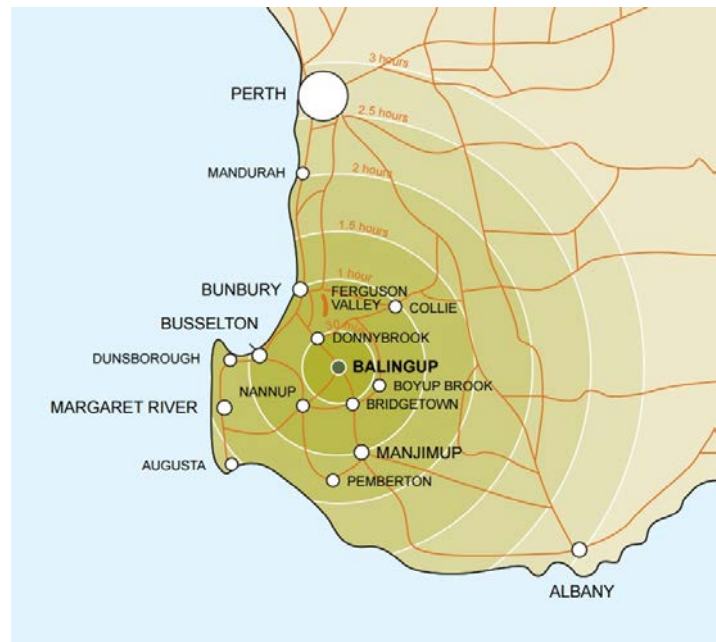
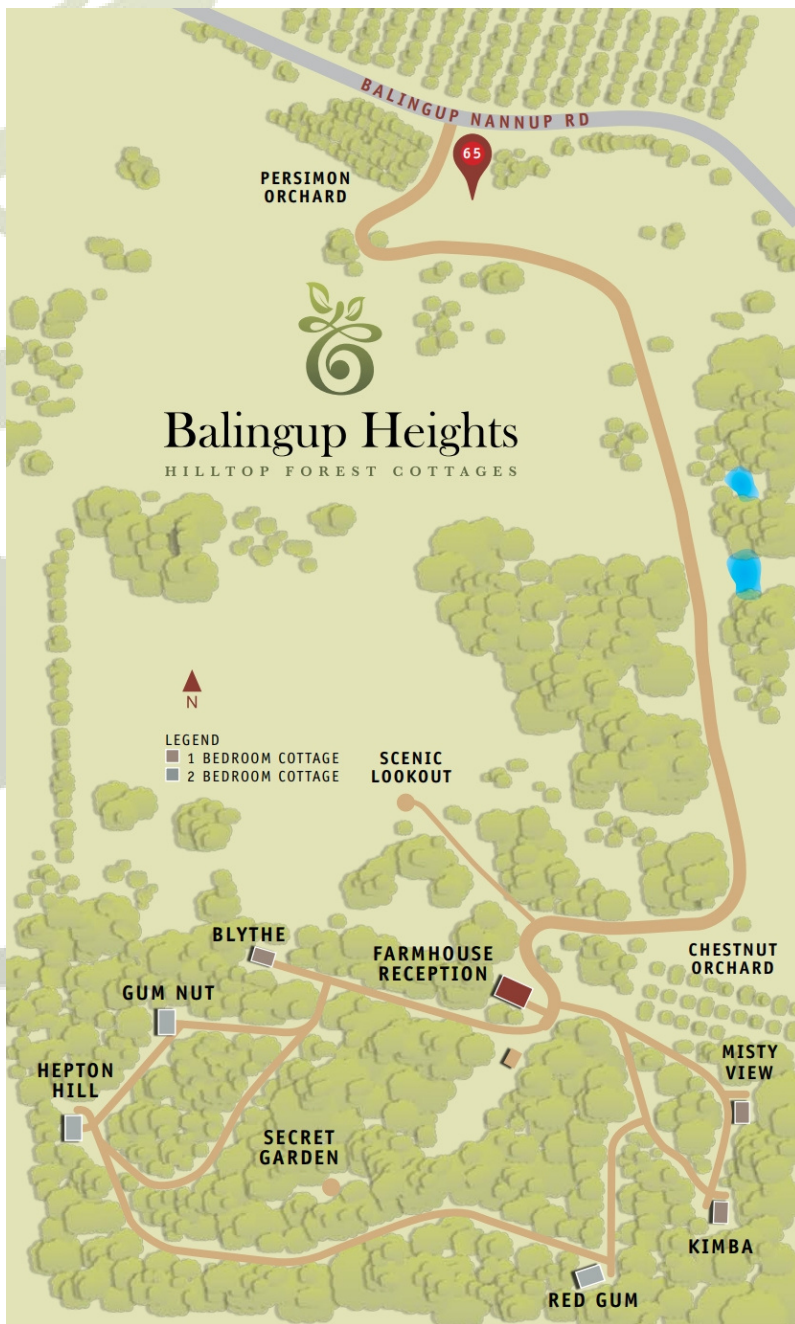
About Balingup Heights

- Breakfast hampers, pre-prepared meals, pack lunches and home delivered meals available
- Attractive short and long stay rates
- 24/7 reception
- COVID-19 policy and procedures implemented
- 25 acres of native Jarrah & Mari hilltop forest to explore
- Private lookouts to take in the expansive views
- Walk trails and wild flower hotspots
- Pick chestnuts in season
- Photography, star gazing and bird watching
- Farm animal feeding and native animals



About the region

- Centrally located in the heart of the south west of Western Australia.
- Explore the beautiful Blackwood River Valley with its lush rolling hills, and the charming historic towns of Balingup, Bridgetown and Nannup.
- Discover boutique wineries and cideries. Meet the winemakers. Food and wine lovers will be tantalised by the array of local gourmet products on offer throughout the region.
- Explore the myriad of art and craft galleries, meet the artists as they ply their trade.
- Just over an hours' drive to nearby iconic attractions including Bunbury Dolphin Discovery Centre, Busselton Jetty, the Margaret River wine region and the ancient forests of Pemberton!



Balingup Heights
HILLTOP FOREST COTTAGES

info@balingupheights.com.au

+61 (08) 9764 1283

Balingup Heights Hilltop Forest Cottages

65 Balingup-Nannup Road, Balingup, WA.

P.O. Box 400 Balingup WA 6253

Awards, Reviews & Socials

Awards

- 2021 - Travellers Choice Award Tripadvisor
- Gold - 2019 Australian Tourism Awards
- Gold-2019, 2018, 2017 WA Tourism Awards
- WA Tourism Awards Hall of Fame
- 2019 Winner-South West Small Business Awards-Business with 0-4 Employees
- 2019 Tripadvisor Hall of Fame - Certificate of Excellence
- Bronze - 2018 Australian Tourism Awards
- Silver-2016 WA Tourism Awards
- 2018/2017/2016 South West Small Business Awards-Winner various categories - 'Business 0-4 Employees', 'Tourism', 'Customer Service' and 'Environmental'.



Reviews

- No. 1 on Tripadvisor with over 420 five star reviews
- Over 85 five star reviews on Google My Business
- 99% Global Review Index with Review Pro
- Airbnb Superhost - 36 five star reviews

Social Media

- Over 3,500 Facebook followers
- Over 2,400 Instagram followers





Balingup Heights
HILLTOP FOREST COTTAGES

BALINGUP HEIGHTS HILLTOP FOREST COTTAGES

. . . . A BRIEF HISTORY

The original owner of the property we now refer to as Balingup Heights, was given the land as a resettlement block. By all accounts the terrain was fairly impenetrable. Dense bush and the steepness of the hill made only the lower slopes usable. The original plot of some 200 acres, ran across Nannup Road down to the Balingup Brook.

The second owners, the Blythe family, developed the property as a dairy farm, planting fruit orchards and other crops. Their buttermilk was sold to The Cheese Factory in Balingup from 1935 onwards. The Blythe family reluctantly sold the property in 1956. A local farming family took over the property and we understand that they cleared the remaining slopes for cattle grazing.

Sadly, the beautiful jarrah homestead which was located near the persimmon orchard at the base of the hill was destroyed during this period. Some of the diehard plants from the original garden still flower from one season to the next, and include wild dog roses, jonquils and lilies. The horses enjoy the shelter of the vast Cyprus Pine trees, which are constant reminders of how it may have been years ago.

Further reminders of the original homestead are still present. Old water storage units and copper piping run down from the elevated natural deep water spring located halfway up the hill directly above the Cedar trees. Known as The Frog Hole, it provided pure spring water to the original homestead.

The property was again sold in 1978 to Mr and Mrs Hepton. They painstakingly accessed the top of the hill and built the stone farmhouse you now see. In the early nineties, they embarked on a new venture offering adventure tours to the burgeoning Asian tourism market. Success led them to add the five Cottages in 1993 which were originally named Brookland Valley Cottages. The Asian market crashed in 1996/97 and sadly the accommodation business suffered as a result.

Having emigrated from the UK, Chris and Kethrine Spence ventured into the south west for a weekend getaway. They stayed in one of the Cottages up here on the hill and fell in love with Balingup's tranquillity and dramatic landscape. They moved down in July 1998 and over the next ten years worked to enhance the property. Deciding it was time for a change, they placed the property on the market.

Deb & Brian Vanallen had lived in WA since late 1987, and during this time had enjoyed numerous holidays throughout the beautiful south west. These getaways ranged from group holidays with friends, to luxury weekends escapes 'before children', adventure treks through several of the national parks, and 'farm stays' when their girls were young. On returning from each of these many and varied trips, feeling refreshed and energised, they would slot back into the City mayhem often pondering the possibilities . . . *"wouldn't it be great to live down south!"*

Balingup Heights offered Deb and Brian the 'tree change' they were chasing. They too fell in love with the uniqueness of the property, seeing many opportunities to enhance 'The Heights'. They moved into Balingup, taking over Balingup Heights Hilltop Forest Cottages with their two children Asha and Mia, aged 9yrs and 6yrs at the time, in September 2009.

After successful careers in Perth, Melbourne and Sydney, Balingup Heights provides Deb and Brian many a new challenge. Previously Deb had worked in facility management, having been Centre Manager at Perth's historic Beatty Park Leisure Centre and prior to that as Manager of Craigie Leisure Centre. She has also lectured in sports and event management. Brian's background is in marketing and event management, having worked with companies such as SGIO, LotteryWest and the RAC, managing the RAC Centenary in 2005. Brian's event experience also includes managing a world championship sporting event.

Balingup is a diverse and vibrant community and has warmly welcomed Deb, Brian, Asha and Mia into their extended family. With their experience in event management, Deb and Brian have also enjoyed getting involved in several events and community groups in the Balingup region. They continue to learn about life on a rural property and can tell many a funny story about 'learning on the job'!



Deb and Brian have completed significant improvements and infrastructure upgrades over the last twelve years. Their approach to strategic and business planning, enhanced by best practice marketing has resulted in excellent growth in occupancy and profitability for the Balingup Heights business. They have focused on maintaining high standards of presentation in the cottages, coupled with exceptional customer service. These efforts have been rewarded with impressive growth in repeat business and referrals. A range of promotional and marketing innovations set Balingup Heights apart from similar accommodation businesses.



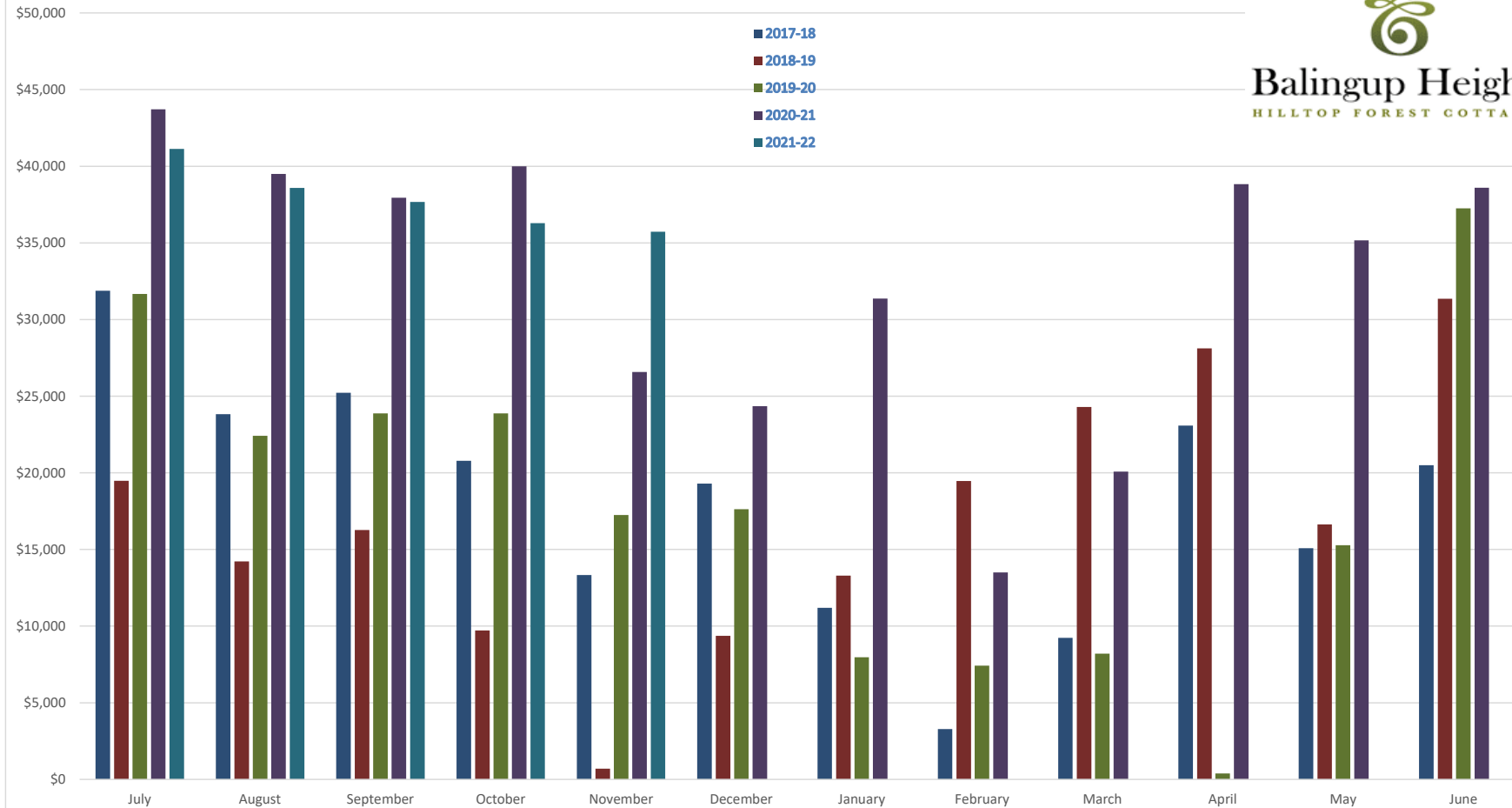


Cottage Income & Occupancy

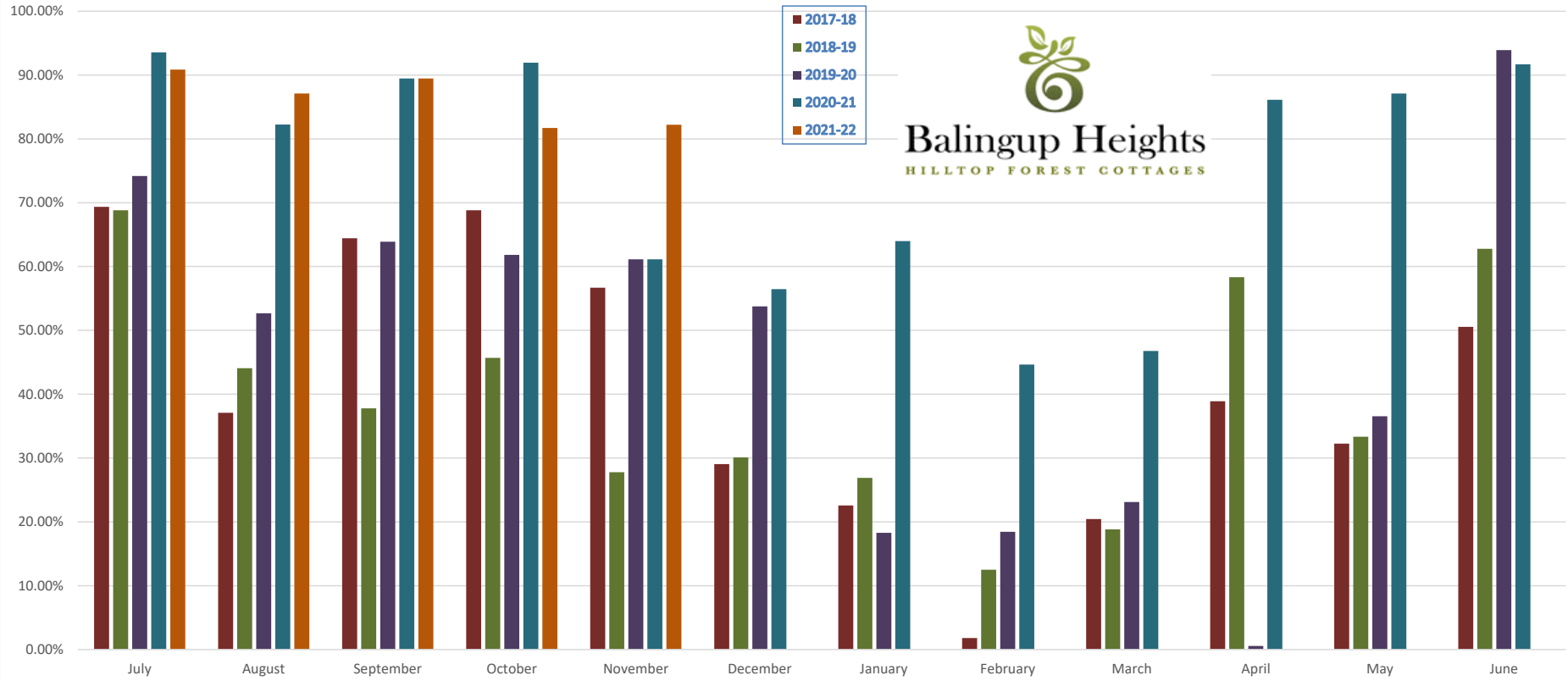
Balingup Heights Cottage Income - last 5 years



Balingup Heights
HILLTOP FOREST COTTAGES



Balingup Heights Occupancy Rates - last 5 years



Certificate of Title

WESTERN



AUSTRALIA

REGISTER NUMBER 62/DP47496	
DUPLICATE EDITION 1	DATE DUPLICATE ISSUED 1/5/2007

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **2655** FOLIO **791**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 62 ON DEPOSITED PLAN 47496

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

VANALLEN ENTERPRISES PTY LTD OF 65 NANNUP ROAD, BALINGUP

(T L092311) REGISTERED 2/10/2009

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

- EASEMENT BURDEN CREATED UNDER SECTION 136C T.L.A. FOR RIGHT OF CARRIAGEWAY PURPOSES - SEE DEPOSITED PLAN 47496 AND INSTRUMENT K89229**
- EASEMENT BURDEN CREATED UNDER SECTION 136C T.L.A. FOR WATER SUPPLY PURPOSES - SEE DEPOSITED PLAN 47496 AND INSTRUMENT K89230**
- *N443334 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 27/9/2016.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP47496
PREVIOUS TITLE: 1645-799, 1688-37
PROPERTY STREET ADDRESS: 65 BALINGUP-NANNUP RD, BALINGUP.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF DONNYBROOK-BALINGUP

NOTE 1: DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING L092312

DP 47496



TYPE FREEHOLD
 PURPOSE SUBDIVISION
 PLAN OF
**LOTS 61, 62
 AND EASEMENTS**

DISTRICT NELSON FILE
 TOWNSITE
 LOCAL AUTHORITY SHIRE OF DONNYBROOK - BALINGUP
 LOCALITY BALINGUP
 FORMER TENURE ON FIELD BOOK
 SEE TABLE BG29 (2) 21.21 INDEX 97385

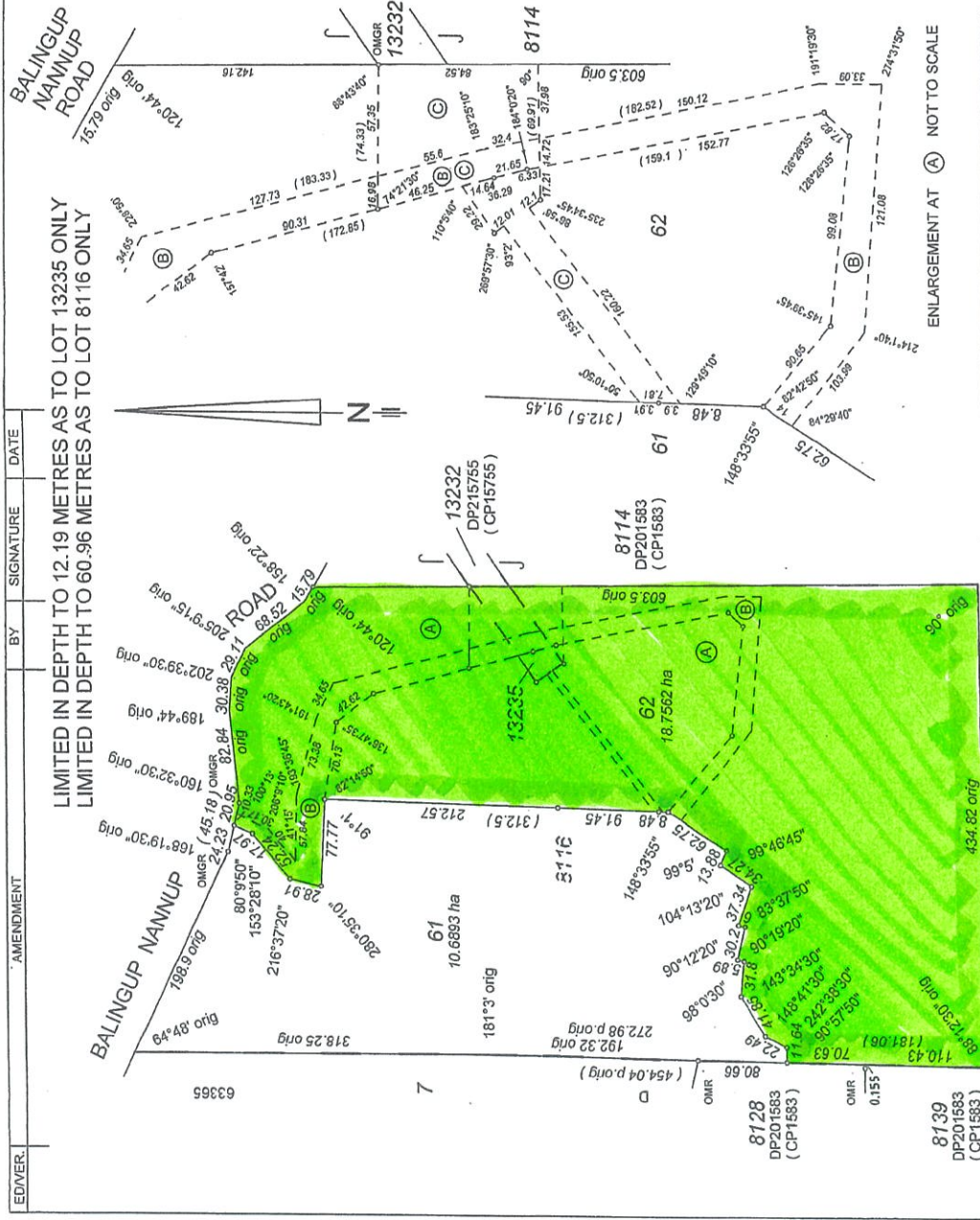
SCALE: 1 : 4000
 ALL DISTANCE ARE IN METRES

SURVEYOR'S CERTIFICATE - Reg 54
 I hereby certify that this is a correct representation of the land and easements as shown on the plan and measurements recorded in the field book lodged with this Surveyor (with any amendments) in relation to which it is lodged.
 R.A.S. MACHIN
 Licensed Surveyor
 Date 3/11/15

LOGGED
 TYPE OF VALIDATION
 PULL/MOT
 LOCAL COMPONENT
 SOCIETY 3219-2005
 CHECKED
 U.S.C.
 F.S.C.
 DATE 15-11-05
 FEE PAID \$ 274
 ADDRESS IN
 IN ORDER FOR DEALINGS

APPROVED BY
 WESTERN AUSTRALIAN PLANNING COMMISSION
 FILE 114931
 DATE 13/11/2005
 DELEGATED UNDER S.20 WAPCA ACT 1985

SUBJECT TO
 APPROVED
 AUTHORIZED LAND OFFICER
 FOR INSPECTOR OF PLANS & SURVEYS DATE 22/11/05
 DEPOSITED PLAN
47496
 SHEET 1 OF 1
 EDITION 1 VERSION 1
 INSPECTOR OF PLANS & SURVEYS DATE 19.03.07
 AUTHORIZED LAND OFFICER



LOT	FORMER PIT/TENURE	ON PLAN/DIAGRAM	TITLE
61	PT LOT 6	D56922	1645 - 799
62	LOT 13235	DP215755	1688 - 37
	PT LOT 6	D56922	1645 - 799

INTERESTS & NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(B)	EASEMENT	SEC 136C OF THE TLA	THIS PLAN & DOC K 089229	LOT 62	LOT 61	
(C)	EASEMENT (WATER SUPPLY PURPOSES)	SEC 136C OF THE TLA	THIS PLAN & DOC K 089230	LOT 62	LOT 61	

R.A.S. MACHIN
 LICENSED SURVEYOR
 P O BOX 276
 BRIDGETOWN W.A. 6255
 PH - 97612500
 FAX 97612501
 JOB # 2524

ED/VER	AMENDMENT	BY	SIGNATURE	DATE

LIMITED IN DEPTH TO 12.19 METRES AS TO LOT 13235 ONLY
 LIMITED IN DEPTH TO 60.96 METRES AS TO LOT 8116 ONLY

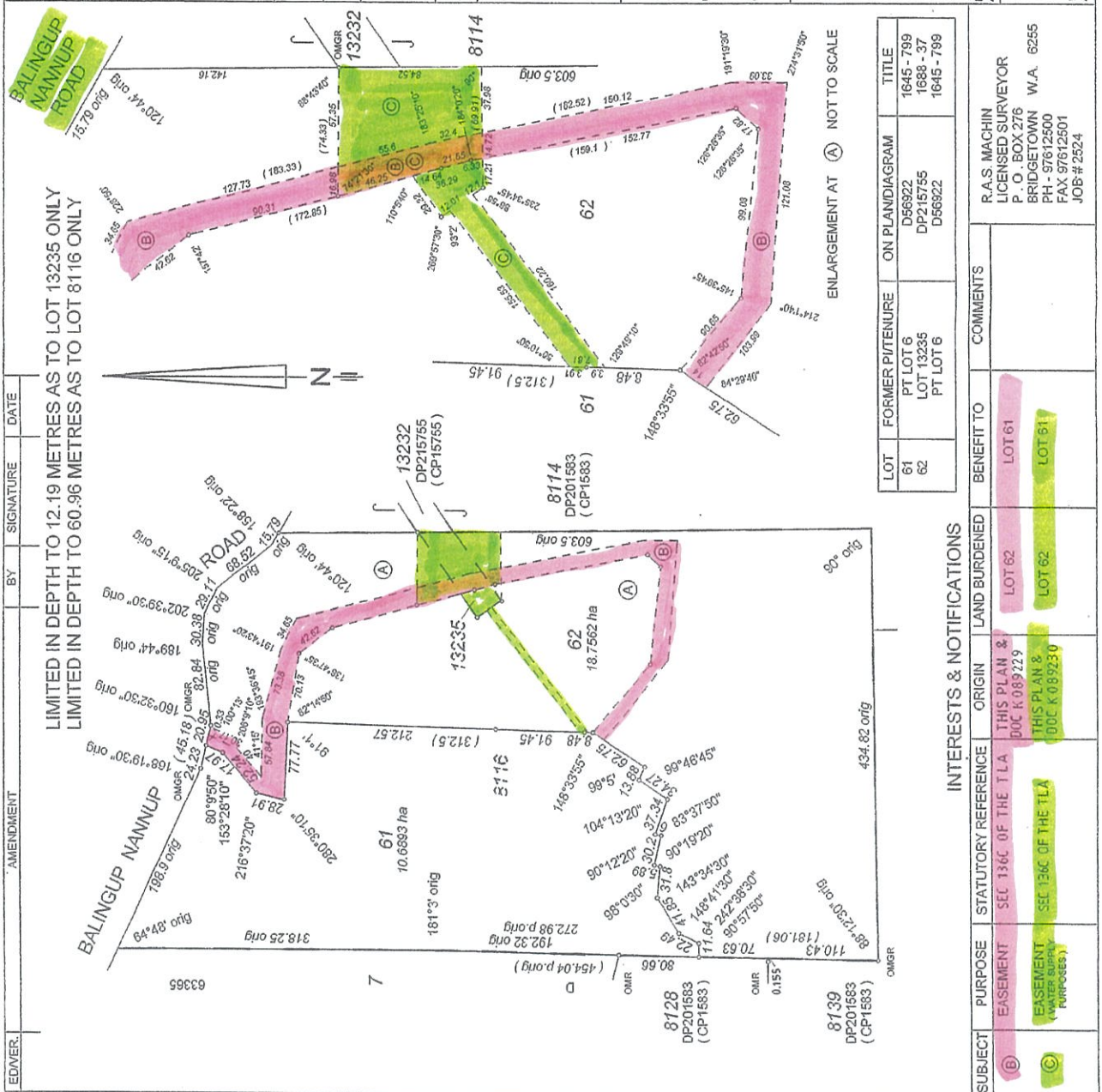
ENLARGEMENT AT (A) NOT TO SCALE



DP 47496



TYPE	FREEHOLD
PURPOSE	SUBDIVISION
PLAN OF	LOTS 61, 62 AND EASEMENTS
DISTRICT	NELSON
TOWNSITE	SHIRE OF DONNYBROOK - BALINGUP
LOCALITY	BALINGUP
FORMER TENURE	ON
SEE TABLE	BG29 (2) 21.21
FIELD BOOK	97385
SCALE: 1:4000	0 50 100 150 200
ALL DISTANCE ARE IN METRES	
SURVEYOR'S CERTIFICATE - Part 54	
R.A.S. MACHIN	
hereby certify that this is a correct representation of the survey and / or calculations from the information provided in this field book and that the boundaries are in accordance with the relevant law in relation to which it is lodged.	
Licensed Surveyor	Date
15/11/05	
DATE	15/11/05
TYPE OF VALIDATION	
FULL/NOT	
LEGAL	RNU
COMPONENT	3249-2005
BOOKET	
CERTIFIED	
COMPONENT	
I.S.C.	
P.S.L.	
APPROVED BY	WESTERN AUSTRALIAN PLANNING COMMISSION
FILE	114931
DELEGATED UNDER S.20 WAPCA ACT 1985	
DATE	13/11/05
Department of Land Information	
DEPOSITED PLAN	47496
SHEET	1 OF 1
EDITION	1
VERSION	1



Deposited Plan 47496

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
61	2655/790	Registered	
62	2655/791	Registered	

19 Mar 2007 . 9.11.28

K 89229 E

14 Feb 2007 12:57:20 Perth

EP



REG \$ 82.00

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them; the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

DO NOT SIGN
TO BE SIGNED BY
THE PARTIES
BEFORE REGISTERED



Department of Land Information
Government of Western Australia

EXAMINED

Document has been referred to
Mungat Legal. Access as
presented.

LODGED BY

Bradshaw Kulynycz Settlements

ADDRESS UNIT 3, 40 CEDRIC STREET
STIRLING WA 6021
PHONE: 9440 1490 - FAX: 9440 1672

FAX No.

REFERENCE No.

19491
9175

ISSUING BOX No.

DE VITA & DIXON LAWYERS

PREPARED BY SUITE 3, 185 MAIN STREET

ADDRESS OSBORNE PARK WA 6017

PHONE No. OSBORNE PARK WA 6917

FAX No. PHONE: 08 9345 2657 9444 6166

EMAIL: dd@devitadixon.com.au

INSTRUCT IF ANY DOCUMENTS ARE TO BE ISSUED TO OTHER THAN LODGING PARTY

C/T's to Issue
to
NATIONAL BANK
Issue Box 126A.

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1.	_____	Received Items
2.	_____	Nos.
3.	_____	
4.	_____	
5.	_____	
6.	_____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

26



in course of payment
no dom/zero prop.

BLANK INSTRUMENT FORM

GRANT OF EASEMENT

(Note 1)

THIS DEED is made the 1st day of SEPTEMBER 2006. ✓

BETWEEN:

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 22/09/06 11:33 002736069-001 ✓
FEE \$ *****0
SD \$ *****20.00 PEN *****0

CHRISTOPHER ROBERT SPENCE and)
KETHRINE MARY SPENCE both of 65 ✓)
Nannup Road, Balingup in the State of)
Western Australia ("the Grantor"))

AND

CHRISTOPHER ROBERT SPENCE and)
KETHRINE MARY SPENCE both of 65 ✓)
Nannup Road, Balingup in the State of)
Western Australia ("the Grantee"))

RECITALS:

- A. The Grantor is registered as the proprietor of an estate in fee simple in the land described in Item 1 of the Schedule hereto ("the Servient Tenement") subject to the encumbrances notified in Item 2 of the Schedule.
- B. The Grantee is registered as the proprietor of an estate in fee simple in the land described in Item 3 of the Schedule ("the Dominant Tenement"). ✓

- C. Pursuant to section 136C of the Transfer of Land Act the Grantor has agreed to grant to the Grantee a right of access over that part of the Servient Tenement as shown in Deposited Plan 47496 and labelled "B" ("the Easement").
- D. The parties enter into this Deed to set out the terms and conditions of the grant of the easement.

OPERATIVE PART:

1. **GRANT OF EASEMENT**

The Grantor being registered as the proprietor of the Servient Tenement HEREBY TRANSFERS AND GRANTS to the Grantee as the registered proprietor for the time being of the Dominant Tenement and to the registered proprietors for the time being and from time to time of the Dominant Tenement or any part thereof and their tenants servants agents workmen visitors and all persons authorised by the Grantee full and free right, liberty, power and authority from time to time and at all times hereafter to go, pass and repass for all purposes either on foot or with vehicles over along and across that portion of the Servient Tenement as is shown in the Easement.

2. **GRANTOR'S COVENANTS**

The Grantor HEREBY COVENANTS AND AGREES with the Grantee that

(a) **Grantor's Power**

Notwithstanding anything made, done, omitted or knowingly suffered, the Grantor have full power to make the grant set out herein and assure the Grantee such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) Grantor to Perfect Grant Where Required

The Grantor and every other person having or rightfully claiming any estate or interest in the Servient Tenement will from time to time and at all times hereafter at the request of the Grantee do all such lawful assurances and things for more perfectly assuring the grant set out herein as the Grantee reasonably requires.

(c) No obstruction of Easement

The Grantor will not construct erect or build or suffer to be constructed erected or built any building structure or obstruction whatsoever on the Easement or any part thereof or use or permit the Servient Tenement to be used in such a way as to obstruct or interfere with the use of the Easement without the consent in writing of the Grantee first being obtained.

(d) Permit Access for Maintenance of Easement

The Grantor will at all reasonable times permit the Grantee its tenants servants agents workmen and other persons from time to time authorised by the Grantee with or without motor vehicles and machines to enter upon the Servient Tenement for the purpose of constructing and maintaining the Easement.

3. GRANTEE'S COVENANTS AND ACKNOWLEDGMENTS ✓

3.1 The Grantee and Grantor COVENANT with each other to construct and maintain the Easement in a trafficable and working condition at all times. All costs and expenses necessary for maintenance of the Easement to ensure that it can at all times be used in a trafficable and working condition shall be paid in the following percentages:

- (a) the Grantee shall be liable for 15% of all such costs and expenses; and
- (b) the Grantor shall be liable for 85% of all such costs and expenses

as evidenced by a tax invoice from a reputable trades person.

3.2 The Grantee ACKNOWLEDGES that: ✓

(a) the rights created in the Easement herein are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld; and

(b) in the event of the Grantor needing to obstruct a portion of the Easement temporarily for a purpose associated with the use of the Servient Tenement, the Grantee will not unreasonably withhold their consent PROVIDED THAT access through or to the Easement is not in the opinion of the Grantee unreasonably impeded.

FORM B1

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO

Dated _____

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FORM B1

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO

Dated _____

4. COSTS

The costs of and incidental to the preparation execution and stamping of this Deed (including drafts) and all stamp duties and registration fees payable hereon shall be paid by the Grantee.

5. INTERPRETATION

Reference to the Parties includes their personal representatives, successors and lawful assigns.

Where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule, Recitals and Annexures (if any) form part of this Deed.

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ADDITIONAL PAGE TO

Dated

SCHEDULE

Item 1: THE SERVIENT TENEMENT
 Lot 62 on Deposited Plan 47496 and being the whole of the land comprised in
 Certificate of Title Volume ____ Folio ____ ✓

Item 2: ENCUMBRANCES

1. Mortgage H632095 ✓

Item 3: DOMINANT TENEMENT

Lot 61 on Deposited Plan 47496 and being the whole of the land comprised in
 Certificate of Title Volume ____ Folio ____ ✓

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ADDITIONAL PAGE TO

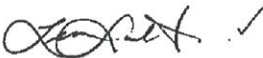
Dated

MORTGAGEE'S CONSENT


NATIONAL AUSTRALIA BANK LIMITED being the Mortgagee under Mortgage H632095 ✓
HEREBY CONSENTS to the Grant of Easement contained herein.

DATED the 13th day of September 2006. ✓

EXECUTED ON BEHALF OF THE NATIONAL AUSTRALIA BANK LIMITED BY ITS ATTORNEY PAUL HEINZ LOHMANN ✓
UNDER POWER OF ATTORNEY DATED 28th FEBRUARY 1991
(WHO STATES THAT HE HOLDS THE POSITION IN THE BANK INDICATED UNDER HIS SIGNATURE) IN THE PRESENCE OF: ✓

 ✓
WITNESS

TINA MICHELLE SMITH ✓
NAME

 ✓
SIGNATURE OF ATTORNEY ✓
BUSINESS BANKING MANAGER ✓
POSITION

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EXECUTED by the parties as a Deed:

SIGNED by the said CHRISTOPHER ROBERT SPENCE as the registered proprietor of the Dominant Tenement and Servient Tenement in the presence of:

[Handwritten signature of Christopher Robert Spence]

Witness sign:

[Handwritten witness signature]

Witness name:

Address:

JAN KULYNYCZ G.D.
3/40 CEDRIC ST.
STIRLING
SETTLEMENT AREA

Occupation:

SIGNED by the said KETHRINE MARY SPENCE as the registered proprietor of the Dominant Tenement and Servient Tenement in the presence of:

[Handwritten signature of Kethrine Mary Spence]

Witness sign:

[Handwritten witness signature]

Witness name:

Address:

JAN KULYNYCZ G.D.
3/40 CEDRIC ST.
STIRLING
SETTLEMENT AREA

Occupation:

19 Mar 2007 9.11.28

K 89230 E
14 Feb 2007 12:57:28 Perth

EP
REG \$ 82.00 ✓

113

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

Lodged By HOWARD EVANS
~~PO BOX 433~~
 Address BRIDGETOWN WA 6255
Bradshaw Kulynycz Settlements
 UNIT 3, 40 CEDRIC STREET
 Phone No. ~~(08) 9761 1619~~ STIRLING WA 6021
 Fax No. ~~(08) 9761 1922~~ TEL: 9440 1490 - FAX: 9440 1672
 E-Mail
 Reference No. SPENCE 5024 19491 ✓
 Issuing Box No. 217W 126A

Prepared By HOWARD I EVANS
 PO BOX 433
 Address BRIDGETOWN WA 6255
 Phone No. (08) 9761 1619
 Fax No. (08) 9761 1922
 E-Mail
 Reference No. SPENCE 5024
 Issuing Box No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

Cl to Issue to NATIONAL BANK
Issue Box: 126A ✓

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1.	_____	Received Items
2.	_____	Nos.
3.	_____	
4.	_____	
5.	_____	Receiving Clerk
6.	_____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

36

- 1) Not in correct format ie dom/serv
- 2) no operative clause.

*NOT in appropriate form.
format of document has been referred
to Manager Legal,
Accept as presented, but not as precedent
for future doc's.*

EXAMINED





Western Australian Land Information Authority ABN 86 574 793 858



Requisition Notice

Section 192 of the Transfer of Land Act

Document Nos: K125009, K125010, K125011,
K089228, K089229, K089230

Section 192

Your Ref: spence

Our Ref: Tom Asbridge Ph: 9273 7896 Fax: 9273 7668

Date: 13 April 2007

Lodging Party:
NATIONAL AUSTRALIA BANK
BRADSHAW KULYNYCZ SETTLEMENTS (ref 19491)

Other Parties Contacted:
HOWARD I EVANS (ref Spence 5024)
DE VTIA & DIXON LAWYERS

Registration of the above documents cannot be effected until all requisitions listed below are complied with and the fee payable is received. A time limit of 14 days applies from the date stated above after which all documents may be rejected.

Requisitions

Doc. No	Description	Req. Fee
K89230	Further requisition	

1. This document (easement for water supply) is not in the approved format as the Operative Clause has not been included.

Please refer to paragraph 7.1.8 of the registration practice manual.

NB: with reference to Easements K89229 and K89230

- Neither document is in the appropriate form for easements created under sec 136C, in that as the easements are created by the registered proprietor at the time of survey and therefore there are no dominant or servient tenements.
- The documents have been referred to the Manager of Legal who has instructed that to assist in the registration of this case the documents will be accepted however future registrations should be in the correct format.

*Box received
24.4.07.*

Requisition Sub Total \$
Additional Fee \$
TOTAL FEE Payable \$

If all requisitions satisfied and the Reduced Total Fee paid *
by close of business next business day after service,

Deduct \$
Reduced Total Fee \$

Bruce Roberts
Registrar of Titles

Requisitions may be attended to by;

1. Fax direct to the Examiner referred to above.
2. Personal attendance Landgate, Midland Square. (all documents held at Midland Office)
3. The lodging of evidence at Landgate's Perth Branch Office, Mt Newman House, 200 St. Georges Terrace, Perth or Bunbury Regional Office 61 Victoria St, Bunbury (note: no advice/discussions re: requisitions)
4. Post to P O Box 2222, Midland WA 6936.

Correspondence by representatives of parties to documents must state the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.

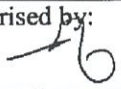
Unless these requisitions are complied with, the documents will be rejected. Upon notification of such rejection 75% of the registration fees paid are forfeitable. Documents may be withdrawn from registration, for which a withdrawal fee of \$41 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.



File Copy Do Not Destroy.

Stopped Document Disposal Instructions

Fees to be Refunded	Document Type	Fee \$
Form 10 No.:		
Date:		
To:		
Address:		
Parties:		
Reference:		
Document Numbers:		
Computer Records Adjusted: <u>SMR</u> – WFR or REJECT <u>Crown</u> – SMP/CAL/RES		
Documents to be Rejected:		
Documents to be Withdrawn:		
Documents for Registration:		
Caveats to be made Null & Void:		
Authorised by: 		

Examiner's notes:

Stopped Case:125009

Original Cs/T:
1645-799

DP 47496

Notice Sent: 13. 4. 07

Action:

NAB called 16.4.07 to enquire. ✓
ph 17/4
Howard I Evans ph 23/4
Fax from H. I. Evans received
24-4-07. ✓

Examination Instructions

Allocate New C/T
Complete Nom. Index

Examiner: T A, Exam11

Supervisor: ,

*operative clause
rec 136 c ?*

BLANK INSTRUMENT FORM

GRANT OF EASEMENT

(Note 1)

THIS DEED is made the *19TH* day of *JANUARY* 2007 ✓

BETWEEN:

CHRISTOPHER ROBERT SPENCE and ✓)
KETHRINE MARY SPENCE both of 65)
Nannup Road, Balingup in the State of)
Western Australia ("the Grantor"))

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 19/01/07 13:10 002750891-001
FEE \$ *****0 ✓
SD \$ *****20.00 PEN *****.00

no grantor fee

AND

CHRISTOPHER ROBERT SPENCE and)
KETHRINE MARY SPENCE both of 65 ✓)
Nannup Road, Balingup in the State of)
Western Australia ("the Grantee"))

RECITALS:

- A The Grantor is registered as the proprietor of an estate in fee simple in the land described in Item 1 of the Schedule hereto ("the Servient Tenement") subject to the encumbrances notified in Item 2 of the Schedule. ✓
- B The Grantee is registered as the proprietor of an estate in fee simple in the land described in Item 3 of the Schedule ("the Dominant Tenement"). ✓
- C The Grantors have agreed to grant to the Grantees certain rights with respect to water over that part of the Servient Tenement shown in Deposited Plan 47496 and labelled "C" ("the Easement"). ✓
- D The parties enter into this Deed to set out the terms and conditions of the grant of the easement. ✓

OPERATIVE PART:

- 1. The Grantors being registered as the proprietors of the Servient Tenement HEREBY TRANSFER AND GRANT to the Grantees as the registered proprietor for the time being of the Dominant Tenement and to the registered proprietors for the time being and from time to time of the Dominant Tenement or any part thereof the right to pump water from the Servient Tenement onto the Dominant Tenement for such water to be used for domestic, garden and such other reasonable purposes as the Grantee may from time to time require.
- 2. The right to enter upon that part of the Servient Tenement as is the subject of deposited plan 47496 together with such workmen, contractors, tools and equipment for the purposes of maintaining the water source and pipelines, pumps and other equipment associated with the exercise of the rights granted herein located thereon in proper working order and condition subject to the requirement of any local authority having jurisdiction thereover for the purposes of maintaining a guaranteed adequate water supply to the Dominant Tenement.

Clause 2

3. The Grantee in consideration of the grant by the Grantors contained herein hereby covenants and agrees with the Grantors as follows:
 - a) the Grantee shall indemnify and keep indemnified the Grantors against all losses, suits, expenses or demands of whatsoever nature whether to persons wherever they may be or property and whether it belongs to the Grantors, their servants, tenants, agents, trustees and licensees or any member of the public in respect to any matters which are caused or brought about by the exercise by the Grantees of their rights hereunder or failing to perform or observe their covenants, conditions, obligations or agreements hereinbefore contained.
 - b) that the Grantee shall prevent any livestock from straying from the Dominant Tenement onto the balance of the Grantor's land surrounding the Servient Tenement and shall if required by the Grantors erect such form of protective fencing to prevent such straying of livestock as the Grantors may reasonably request in writing and to keep and maintain such fencing in good and proper repair order and condition at the cost of the Grantee.
4. The parties hereto agree that for the purposes of the exercise by the parties hereto of their respective rights with respect to the Dominant and Servient Tenement and in particular the accessing of water from the Servient Tenement that:
 - a) if there is any dispute between the Grantors and the Grantee as to any matter arising under this document, that dispute shall be determined by an independent person agreed in writing between the Grantors and the Grantee or if they are unable to agree the identity of such independent person within 14 days after either of them attempts to so agree, such independent person shall be appointed by the President or other senior officer for the time being of the Law Society of Western Australia Inc. upon the request of either the Grantors or the Grantee and the following provisions shall apply in respect of such independent person:
 - i) he shall be deemed to act as an expert and not as an arbitrator;
 - ii) before reaching any decision as to any matter in dispute he shall be obliged to hear reasonable argument put forth by or on behalf of the Grantors and the Grantee;
 - iii) his decision as to any matter in dispute shall be final and binding on the Grantors and the Grantee;
 - iv) his fees shall be borne and paid equally by the Grantors and the Grantee.
5. The Grantors and the Grantee covenant and agree to do all things necessary and to sign any document which may be necessary to enable the registration of this document at the Department of Land Information.
6. The parties agree that this Easement shall be registered as an encumbrance to the land of the Grantors and that the parties shall each pay their own costs.
7.
 - a) the Grantor shall indemnify and keep indemnified the Grantees against all losses, suits, expenses or demands of whatsoever nature whether to persons wherever they may be or property and whether it belongs to the Grantees, their servants, tenants, agents, trustees and licensees or any member of the public in respect to any matters which are caused or brought about by the exercise by the Grantors of their rights hereunder or failing to perform or observe their covenants, conditions, obligations or agreements hereinbefore contained.
 - b) that the Grantor shall prevent any livestock from straying from the Servient Tenement onto the balance of the Grantee's land surrounding the Servient Tenement and shall if required by the Grantees erect such form of protective fencing to prevent such straying of livestock as the Grantees may reasonably request in writing and to keep and maintain such fencing in good and proper repair order and condition at the cost of the Grantor.
8. The parties will be responsible for the costs of maintenance of the pumps pipelines and equipment used by them in respect of their access to and usage of the water and said equipment in the same proportions as they shall use the water pumps pipelines and equipment.
9. The parties covenant and agree each with the other that neither of them will exercise any of their rights in relation to the water supply in a way which shall be prejudicial to the exercise by the other party of their rights in relation to the water.
10.
 - a) This document is governed by and construed under the law in the State of Western Australia.
 - b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of Western Australia.
 - c) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to b both itself and its property.
11. Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

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- 12. a) Reference to the Parties includes their personal representatives, successors and lawful assigns.
 - b) Where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several.
 - c) Headings have been inserted for guidance only and shall be deemed not to form part of the context.
 - d) The Schedule, Recitals and Annexures (if any) form part of this Deed.
13. The costs of and incidental to the preparation execution and stamping of this Deed (including drafts) and all stamp duties and registration fees payable hereon shall be paid by the Grantee.
14. The Grantors by their execution hereof do make the grant contained in clause 1 hereof pursuant to the provision of sec 136C of the Transfer of Land Act.



SCHEDULE

Item 1: THE SERVIENT TENEMENT

Lot 62 on Deposited Plan 47496 and being the whole of the land comprised in Certificate of Title Volume Folio

Item 2: ENCUMBRANCES

1. Mortgage H632095 ✓

Item 3: DOMINANT TENEMENT

Lot 61 on Deposited Plan 47496 and being the whole of the land comprised in Certificate of Title Volume Folio

ME

Howard L. Evans

ABN 80 558 118 211

BARRISTER AND SOLICITOR

COMMISSIONER FOR OATHS

NOTARY PUBLIC

PLEASE ADDRESS

CORRESPONDENCE TO: . . . BRIDGETOWN OFFICE

OUR REF: HIE:NAW / 5024
YOUR REF: K089230

24 April 2007

Mr Tom Asbridge
Landgate
PO Box 2222
MIDLAND WA 6936

BY FAX: 9273 7668

FAXED
3:50
24/4/07

Dear Sir

EASEMENT K89230

I refer to your requisition dated 13 April.

As the person who prepared the document I am authorised to request that the document be amended by the insertion of a new clause 14.

Please insert:

"14. The Grantors by their execution hereof do make the grant contained in Clause 1 hereof pursuant to the provisions of Section 136C of the Transfer of Land Act."

Yours faithfully


Howard L Evans
Solicitor

Landgate
Records Services
TRIM ID LC 2001-3196
Init: ON Date: 26/4/07

7A BROCKMAN STREET,
MANJIMUP, WESTERN AUSTRALIA
TELEPHONE (08) 9771 1599
FAX: (08) 9777 1091
PO BOX 158,
MANJIMUP, W.A. 6258

107, HAMPTON STREET
BRIDGETOWN, WESTERN AUSTRALIA
TEL (08) 9761 1619
FAX (08) 9761 1922
PO. BOX 433
BRIDGETOWN, W.A. 6255

ignore mortgage Discharged in previous H125009

MORTGAGEE'S CONSENT

NATIONAL AUSTRALIA BANK being the Mortgagee under Mortgage H632095 ✓
HEREBY CONSENTS to the Grant of Easement contained herein.

DATED the 24th day of JANUARY 2007 ✓

[Handwritten Signature]

Witness

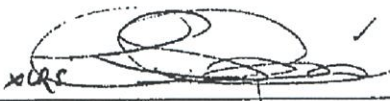
[Handwritten Signature]

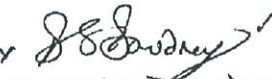
Signature of Attorney:

[Faint handwritten notes and scribbles]

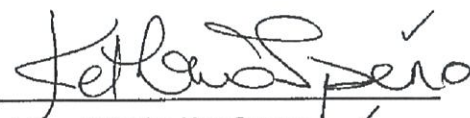
EXECUTED by the parties as a Deed:

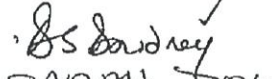
SIGNED by the said CHRISTOPHER ROBERT SPENCE as the registered proprietor of the Dominant Tenement in the presence of:


Christopher Robert Spence

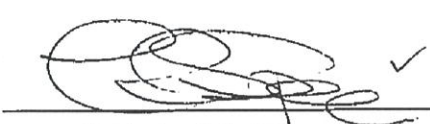
Witness sign: 
Witness name: SARAH DOWDNEY
Address: 14 AUSTRALIA COURT
SCARBOROUGH QLD 4020
Occupation: CHILD CARE WORKER

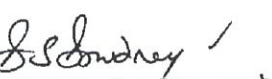
SIGNED by the said KETHRINE MARY SPENCE as the registered proprietor of the Dominant Tenement in the presence of:


Kethrine Mary Spence

Witness sign: 
Witness name: SARAH DOWDNEY
Address: 14 AUSTRALIA COURT
SCARBOROUGH QLD 4020
Occupation: CHILD CARE WORKER

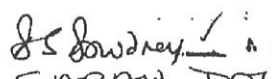
SIGNED by the said CHRISTOPHER ROBERT SPENCE as the registered proprietor of the Servient Tenement in the presence of:

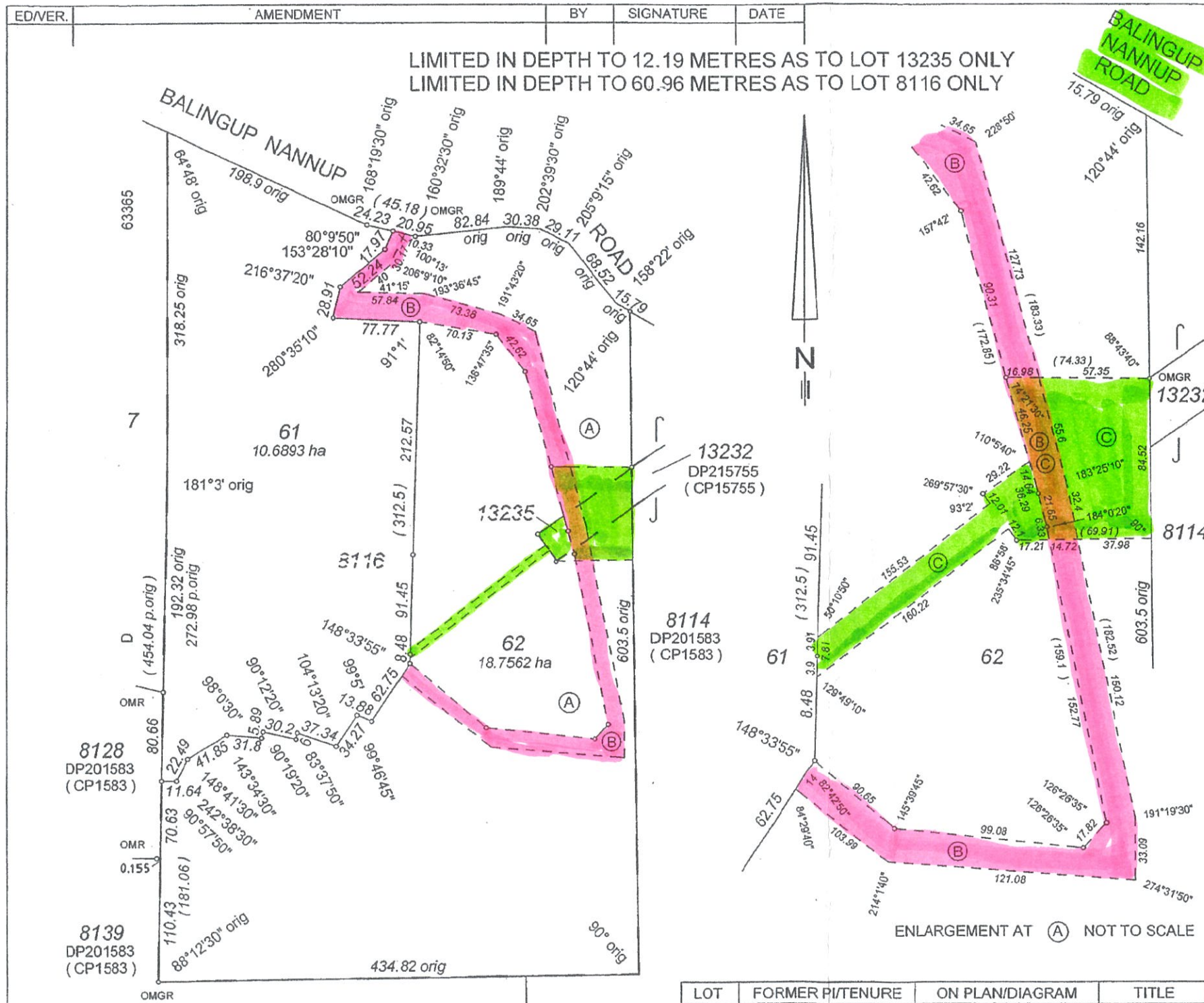

Christopher Robert Spence

Witness sign: 
Witness name: SARAH DOWDNEY
Address: 14 AUSTRALIA COURT
SCARBOROUGH QLD 4020
Occupation: CHILD CARE WORKER

SIGNED by the said KETHRINE MARY SPENCE as the registered proprietor of the Servient Tenement in the presence of:


Kethrine Mary Spence

Witness sign: 
Witness name: SARAH DOWDNEY
Address: 14 AUSTRALIA COURT
SCARBOROUGH QLD 4020
Occupation: CHILD CARE WORKER



LOT	FORMER PI/TENURE	ON PLAN/DIAGRAM	TITLE
61	PT LOT 6	D56922	1645 - 799
62	LOT 13235 PT LOT 6	DP215755 D56922	1688 - 37 1645 - 799

INTERESTS & NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(B)	EASEMENT	SEC 136C OF THE TLA	THIS PLAN & DOC K 089229	LOT 62	LOT 61	
(C)	EASEMENT (WATER SUPPLY PURPOSES)	SEC 136C OF THE TLA	THIS PLAN & DOC K 089230	LOT 62	LOT 61	

R.A.S. MACHIN
LICENSED SURVEYOR
P. O. BOX 276
BRIDGETOWN W.A. 6255
PH - 97612500
FAX 97612501
JOB # 2524

TYPE FREEHOLD	
PURPOSE SUBDIVISION	
PLAN OF LOTS 61, 62 AND EASEMENTS	
SSA YES / NO	
DISTRICT NELSON	FILE
TOWNSITE	
LOCAL AUTHORITY SHIRE OF DONNYBROOK - BALINGUP	
LOCALITY BALINGUP	
FORMER TENURE SEE TABLE	ON BG29 (2) 21.21 INDEX
FIELD BOOK 97385	
SCALE: 1 : 4000 ALL DISTANCE ARE IN METRES	
0 50 100 150 200	
SURVEYOR'S CERTIFICATE - Reg 54	
R.A.S. MACHIN hereby certify that this is a correct representation of the survey and / or calculations from measurements recorded in the field book lodged for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. <i>R.S. Machin</i> 3/11/15 Licensed Surveyor Date	
SURVEYOR'S CERTIFICATE - Compiled hereby certify that this compiled plan (a) is a correct and accurate representation of the survey(s) of the subject land; and (b) is in accordance with the relevant law in relation to which it is lodged. Licensed Surveyor Date	
LODGED DATE 15-11-05	TYPE OF VALIDATION FULL AUDIT LEGAL COMPONENT RMU DOCKET 3249-2005 CERTIFIED CORRECT <i>m.schubert</i> 28.11.05 I.S.C. F.S.C.
SURVEY FIRM	
APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION FILE 114931 DELEGATED UNDER S.20 WAPC ACT 1985 DATE 30/11/2005	
IN ORDER FOR DEALINGS SUBJECT TO <i>Sec 136C of the TLA</i>	
FOR INSPECTOR OF PLANS & SURVEYS DATE 30.11.05 AUTHORIZED LAND OFFICER	
APPROVED <i>Approved</i> 19.03.07 INSPECTOR OF PLANS & SURVEYS DATE AUTHORIZED LAND OFFICER	
DEPOSITED PLAN 47496	
SHEET 1 OF 1 EDITION 1 VERSION 1 LASER PRINTED D.M.T.	



Shire of Donnybrook-Balingup Local Planning Documents

Our Ref: 060919 RPA 17

September 27, 2006

Mr Chris and Mrs Kethrine Spence
PO Box 49
BALINGUP WA 6253

Dear Chris and Kethrine,

RE: Locations 8116 & 13235 (Lot 6) Balingup-Nannup Road, Balingup

Further to our recent discussions, we would like to comment on the provisions the Shire of Donnybrook-Balingup Town Planning Scheme No. 4 ('Scheme') in relation to the above land. As you are aware, Amendment 39 to the Scheme (Gazetted on 28 August 2002) rezoned the land to 'Special Use (Tourist Development)' with a Development Guide Plan also adopted to provide direction for development, including as to how the land is to be subdivided into two lots. We note that the subdivision has been approved and completed (and with the Titles Office for dealings) and will be referred to as Lots 61 and 62. We are advised that you are seeking to sell Lot 62.

Your query specifically related to the opportunities associated with developing Lot 62 which under the Scheme, provides for the following uses:

- 10 chalet development;
- function centre;
- dwelling; and
- rural pursuit.

Essentially, the Development Guide Plan (which has been endorsed by the Shire, Western Australian Planning Commission ('WAPC') and the (then) Minister for Planning provides the 'vision' for the future development of the property. It is important to note that both the Scheme Provision and the Development Guide Plan are not 'time limited'. In other words, you are able to pursue the development opportunities detailed in the Development Guide Plan within your own time frame – or not at all.

Should you wish to pursue the development and the strata subdivision associated with the Development Guide Plan you will need to note the following requirements to be addressed as part of any application to the Shire for Planning Approval or the WAPC for strata subdivision approval.

These appear to be matters that are usually considered by planning authorities in such applications and relate to:

40 QUEEN STREET, BUSSELTON, WESTERN AUSTRALIA, 6280

Phone: 61 8 9752 1900 Fax: 61 8 9752 1711 Mobile: 0428 975 217
Email: rob@robpaulplanning.com.au Web: www.robpaulplanning.com.au

A & J Holdings (WA) Pty Ltd as trustee for R & F Family Trust
ABN 72 345 303 483 ACN 112 672 394

- effluent disposal;
- water supply;
- land management requirements;
- stocking rates;
- parking
- vegetation;
- fire control;
- access; and
- any other matters the Shire may consider appropriate.

A provision specific to the land is the requirement to seal the internal access upon “.... *the erection of 7 or more chalets or the development of the function centre....*”.

It is also important to note that since the issue of the Planning Approval in 1992, the development of the land has been orientated around 'tourist' accommodation. Importantly, due to the approval being issued prior to the Shire changing the maximum occupation period in 2000 the Shire has accepted that the existing chalets can be occupied for up to six (6) months by any one person. The usual period of stay for tourist accommodation is three (3) months.

It is considered that the zoning, specific Scheme provisions, approved Development Guide Plan as well as the potential occupation of chalets for up to six (6) months is relatively unique for Balingup. The benefit of the current Scheme and Development Guide Plan provisions is that it includes five additional 'holiday bungalows'/chalets and restaurant. Importantly, the Scheme and Development Guide Plan provisions allow the WAPC to support strata subdivision of Lot 62.

However at the time of writing, what is most significant is the inclusion of the subject land as '*Townsite Expansion Investigation Area*' under the Shire's draft *Rural Strategy*. Accordingly, it is considered that the most recent support from the Shire is considered to be a very positive planning opportunity for the land. Should it be reflected in the final *Rural Strategy*, it will provide the opportunity to pursue development beyond the tourist use of the land.

If Rob Paull & Associates Pty Ltd can be of assistance in the future, please do not hesitate to contact me on 97521900 or 0428975217.

Yours sincerely.

ROB PAULL & ASSOCIATES

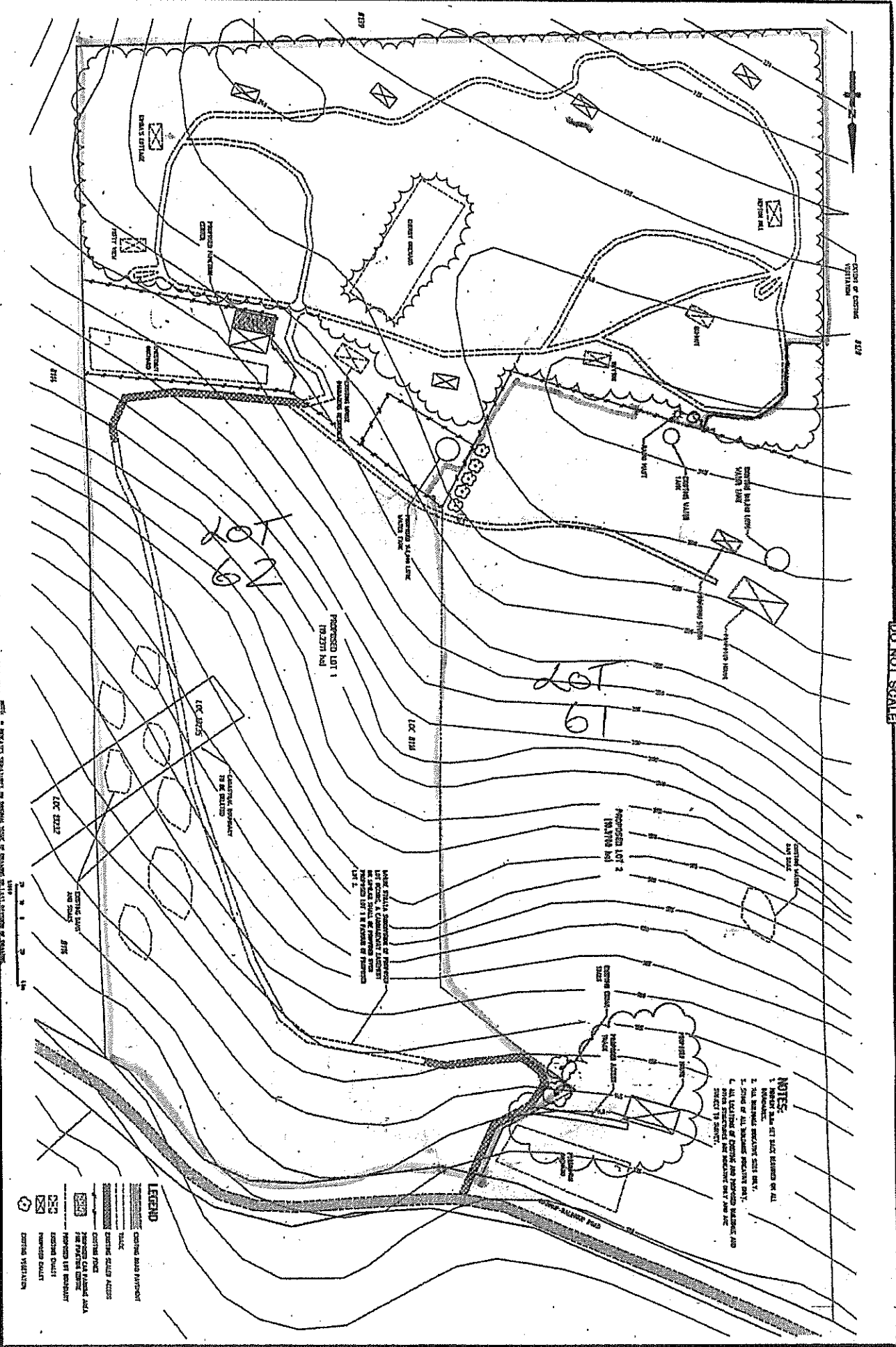
NO.	REVISION	DATE	BY
1	ISSUED FOR PERMITS	12/15/2011	MDR
2	REVISED PERMITS	01/10/2012	MDR
3	REVISED PERMITS	02/15/2012	MDR

Geotechnical Engineering & Surveying
Geotechnical Engineers & Surveyors Ltd.
 1000 West Beaver Creek Road
 Richmond Hill, Ontario L4B 1N2
 Tel: (905) 709-1111
 Fax: (905) 709-1112
 Website: www.geotechnical-engineers.com

Geotechnical Engineers & Surveyors Ltd.
 1000 West Beaver Creek Road
 Richmond Hill, Ontario L4B 1N2
 Tel: (905) 709-1111
 Fax: (905) 709-1112
 Website: www.geotechnical-engineers.com

DATE	1/10/12
SCALE	1:1
PROJECT NO.	9225-01-P01
DRAWN BY	MDR
CHECKED BY	MDR
DATE	1/10/12

DATE	1/10/12
SCALE	1:1
PROJECT NO.	9225-01-P01
DRAWN BY	MDR
CHECKED BY	MDR
DATE	1/10/12



DO NOT SCALE

DP 47496



TYPE FREEHOLD
 PURPOSE SUBDIVISION
 PLAN OF

**LOTS 61, 62
 AND EASEMENTS**

DISTRICT NELSON
 TOWNSITE
 LOCAL AUTHORITY SHIRE OF DONNYBROOK - BALINGUP
 LOCALITY BALINGUP

OWNER TENURE CN
 SEE TABLE BG29 (2) 21.21
 INDEX 97385
 FIELD BOOK

SCALE: 1:4000
 ALL DISTANCE ARE IN METRES

0 50 100 150 200

SURVEYORS CERTIFICATE - Reg 54
 R.A.S. MACHIN
 I hereby certify that this is a correct representation of the survey and its cadastral form as measured, recorded in the field book (log) and as shown on the plan (map) to which this certificate relates in relation to which it is signed.

R.A.S. Machin
 3/1/05

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 DATE: 15-11-05
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APPROVED BY
 WESTERN AUSTRALIAN PLANNING COMMISSION

DATE: 03/11/005

SUBJECT TO
 Sec. 136C of the T.L.A.

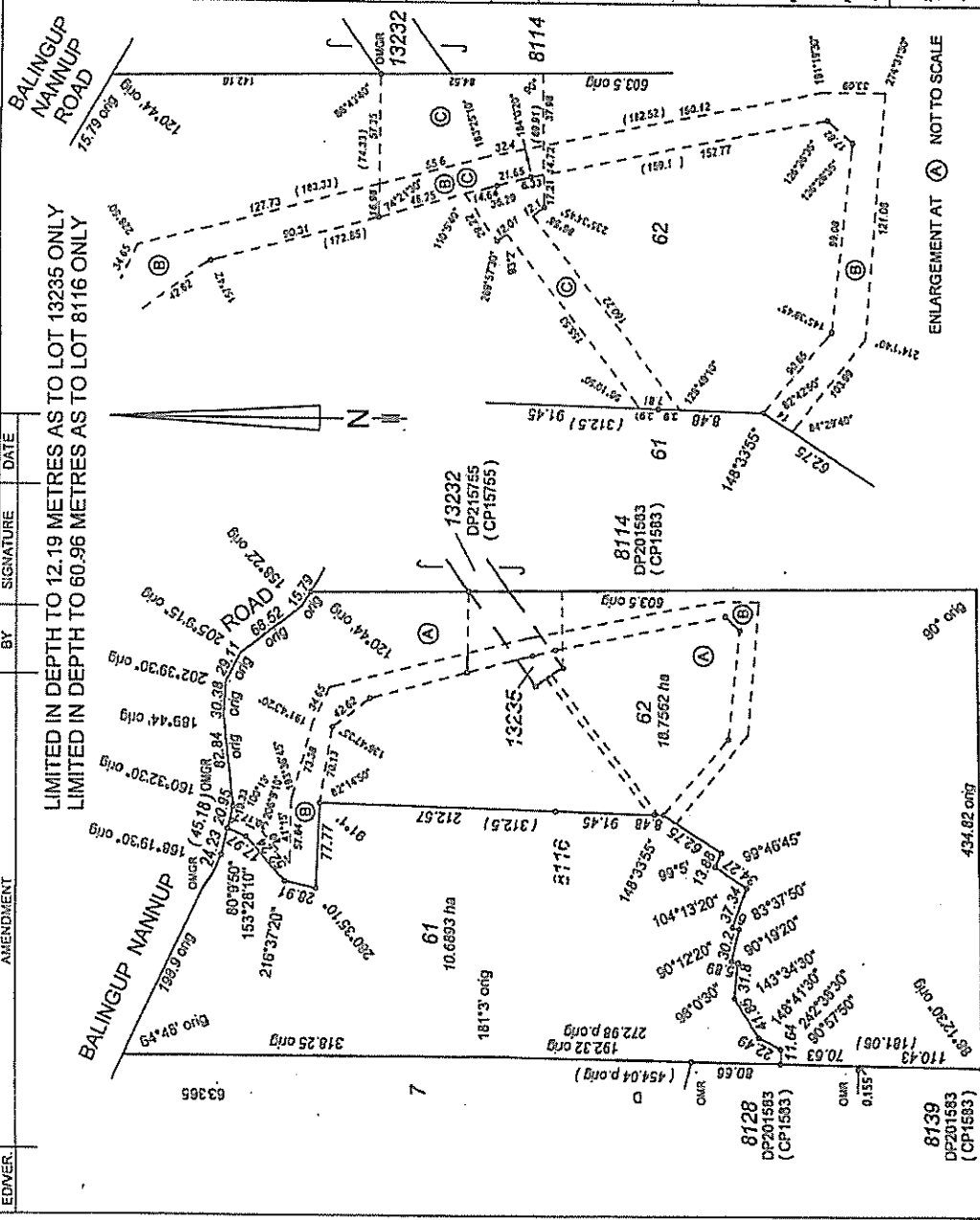
IN ORDER FOR COALGAS

FOR INSPECTOR OF PLANS & SURVEYS DATE APPROVED

DEPOSITED PLAN
47496

SHEET 1 OF 1
 EDITION 1 VERSION 1

LASER PRINTED D.A.T.



LOT	FORMER PITENURE	ON PLANDIAGRAM	TITLE
61	PT LOT 6	D55922	1645-799
62	LOT 13235	DP215755	1688-37
	PT LOT 6	D55922	1645-799

INTERESTS & NOTIFICATIONS		COMMENTS	
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN
ⓑ	EASEMENT	SEC 136C OF THE TLA	THIS PLAN & DOC
Ⓒ	EASEMENT (WATER SUPPLY PURPOSES)	SEC 136C OF THE TLA	THIS PLAN & DOC

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 LICENSED SURVEYOR
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 JOB # 2524

Shire of Donnybrook-Balingup

Local Planning Strategy

June 2014

Prepared by



www.edgeplanning.com.au

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7	Settlement Hierarchy and Transport
8	Priority Infill Sewerage Areas

SHIRE OF DONNYBROOK-BALINGUP LOCAL PLANNING STRATEGY

1.0 INTRODUCTION

1.1 Background

This Local Planning Strategy applies to the whole of the Shire of Donnybrook-Balingup (refer to Figure 1).

The Shire of Donnybrook-Balingup is located in the South West Region of Western Australia. The Shire is approximately 215 kilometres south of Perth and approximately 35 kilometres south-east of Bunbury.

1.2 Purpose of Local Planning Strategy

Local planning strategies are the main framework for planning at the local level enabling local government to plan for the future. They express the strategic vision, policies and proposals of the local government and reflect local needs and aspirations. They are also the key instrument for translating State and regional strategies, plans and policies to the local level. Further, they provide the rationale for the zonings and other provisions in a local planning scheme.

This Local Planning Strategy (to be called the "Strategy") is intended to set out the local government's broad vision for the Shire and the longer term directions for land use and development. This Strategy will operate for 10 to 15 years in conjunction with the local planning scheme, which is required to be reviewed every five years.

The formulation of this Strategy has considered the relevant State, regional and Shire level strategies, plans and policies in setting out the strategic land use directions and the recommendations for the preparation of the *Shire of Donnybrook-Balingup Local Planning Scheme No. 7 (LPS7)*.

The Strategy contains key elements that set out generalised and principal land uses. It then identifies a number of key strategic issues, which the local government considers important. For each of these issues, an aim, strategies and actions have been prepared to assist with the local government's decision-making and to provide guidance and recommendations for LPS7.

The Strategy is of particular assistance in:

- applying the *State Planning Strategy*, State Planning Policies (SPP) and interpreting the framework of State and regional strategies, plans and policies for the Shire of Donnybrook-Balingup;
- establishing the local government's aims for the Shire and the strategies, policies and general proposals to achieve those aims;
- providing an explanation for the statutory provisions of LPS7 and to assist the local government in making decisions under the scheme;
- informing and guiding the community, developers and certain State Government agencies; and
- providing a basis for coordinating public and private development.

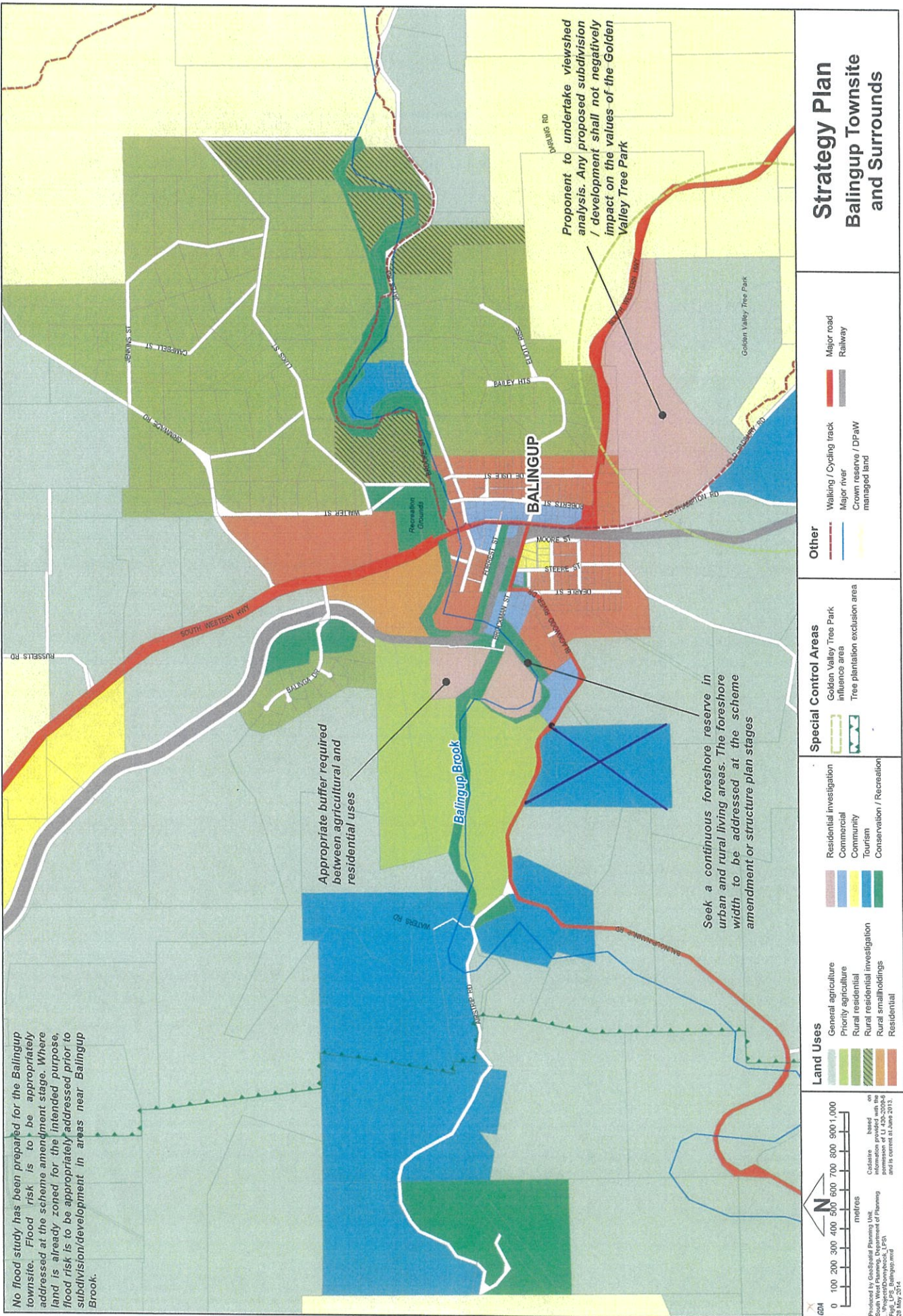
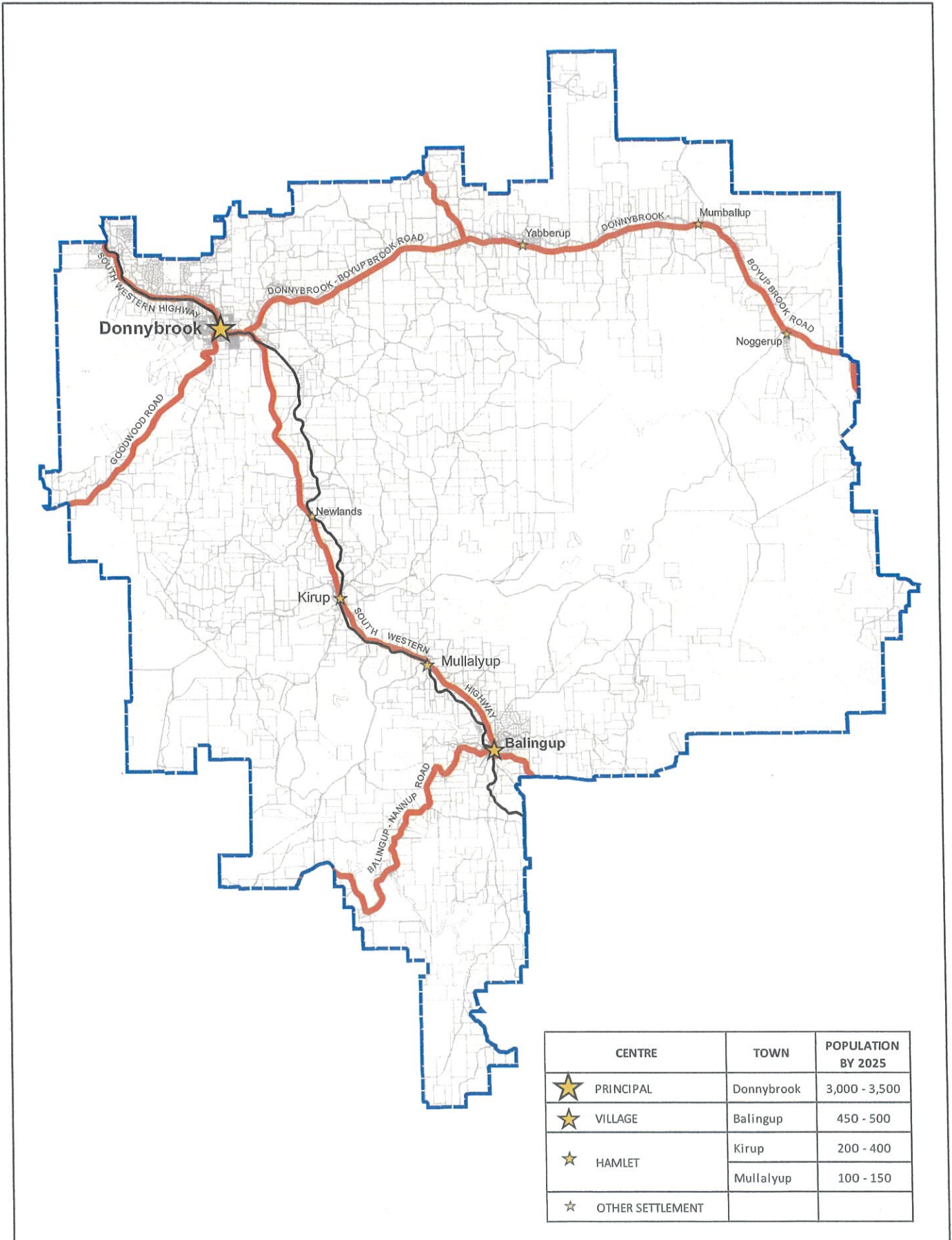


Figure 6



	CENTRE	TOWN	POPULATION BY 2025
★	PRINCIPAL	Donnybrook	3,000 - 3,500
★	VILLAGE	Balingup	450 - 500
★	HAMLET	Kirup	200 - 400
		Mullalyup	100 - 150
★	OTHER SETTLEMENT		

GDA

N

0 1 2 3 4 5 6 7 8 9 10

kilometres

Produced by GeoSpatial Planning Unit,
South West Planning, Department of Planning
...Projects\Donnybrook_LPS\Fig7_LPS_Settlement_Hierarchy.mxd
28 May 2014

Cadastral based on information provided with the permission of
LI 430-2009-5 and is current at June 2013.

- - - - - Local government boundary
- Major road
- Railway

Strategy Plan

Shire of Donnybrook-Balingup Local Planning Settlement Hierarchy and Transport

Figure 7

Approval completed 28/8/02

6/12/02

Shire of Donnybrook-Balingup Town Planning
Scheme No. 4

Amendment No. 39

TOWN PLANNING AND DEVELOPMENT ACT, 1928
(as amended)

RESOLUTION DECIDING TO AMEND A TOWN PLANNING SCHEME

SHIRE OF DONNYBROOK-BALINGUP
TOWN PLANNING SCHEME NO. 4
AMENDMENT NO. 39

Resolved that the Council, in pursuance of Section 7 of the Town Planning and Development Act, 1928 (as amended), hereby amends the above Town Planning Scheme by:

1. Amending the Scheme map by rezoning Nelson Location 8116, part Lot 6 and Nelson Location 13235, Nannup-Balingup Road, Balingup from 'General Farming -Pastoral' to 'Special Use Zone (Tourist Development)' under the Shire of Donnybrook-Balingup Town Planning Scheme No. 4 as depicted on the amending map adopted by Council.

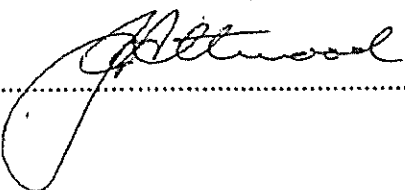
2. Adding to Schedule 4 - Special Use Sites the following:

AREA STREET	PARTICULARS OF LAND	SPECIAL USE PERMITTED AND ANY SPECIFIC CONDITIONS OF OPERATION
14. Nelson Location 8116, part Lot 6 and Nelson Location 13235, Nannup-Balingup Road, Balingup.	Proposed lots 1 and 2 - Nelson Location 8116, part Lot 6 and Nelson Location 13235, Nannup-Balingup Road, Balingup.	<p>Subdivision and Development</p> <ul style="list-style-type: none"> • Subdivision and development of the land shall generally be in accordance with the Development Guide Plan No. 9325-01-P01 attached to the Scheme Report endorsed by the Chief Executive Officer. <ol style="list-style-type: none"> 1. Council may approve development applications that are at variance with the Development Guide Plan providing such variations in the opinion of Council, do not affect the amenity of the sites. In respect of such applications, Council shall advertise any such variation for public comment in accordance with clause 8.2 of the Scheme. 2. In considering an application for further strata subdivision of lot 1, the applicant shall satisfy the Council and the Western Australian Planning Commission that the following matters have been addressed:

		<ul style="list-style-type: none"> i) effluent disposal; ii) water supply; iii) management arrangements including maintenance and use of common property; iv) access; and v) such other matters as may be determined by Council. <p>3. No further freehold title subdivision of the proposed lots 1 and 2 will be supported by Council.</p> <p>4. No buildings are to be established within 10 metres of any boundary.</p> <p>5. The following uses are permitted subject to obtaining Council Planning Consent:</p> <p><u>Proposed Lot 1:</u></p> <ul style="list-style-type: none"> • 10 Chalet Development • Function Centre • Dwelling • Rural Pursuit • <p><u>Proposed Lot 2:</u></p> <ul style="list-style-type: none"> • Dwelling (2) • Cottage Industry (Artist Studio) • Eating House • Art Gallery • Rural Pursuit <p>7. In considering applications for development on proposed (realigned) lot 1, Council shall have regard to the following matters:</p> <ul style="list-style-type: none"> aesthetics; i) effluent disposal; ii) drainage iii) hazard signage iv) domestic water supply v) stock rates vi) parking for the function centre at a rate of one car space per four seats; vii) parking for the chalets at a rate of one space per chalet; viii) internal access where upon the erection of 7 or more chalets or the development of the function centre, the internal access road from the Balingup -Nannup Road to the manager's house will be sealed. ix) protection of existing vegetation; and x) fire control which will include provision
--	--	--

		<p>of a water storage tank of no less than 140,000 litres, with a 50mm gate valve being installed at the base of the water tank exclusively for fire fighting purposes, all to the satisfaction of Council.</p> <p>8. Buildings shall be sympathetic in design, materials and colour to complement surrounding landscape elements.</p> <p>9. Development shall be of a high standard and in keeping with the character and amenity of the locality.</p> <p>10. Development is to be connected to an appropriate on-site effluent disposal system to the satisfaction of the Local Government, Health Department WA and the Waters and Rivers Commission.</p> <p>Vegetation</p> <p>11. No clearing of vegetation shall occur except for:</p> <ul style="list-style-type: none"> • clearing to comply with the requirements of the Bush Fires Act 1954 (as amended); • clearing that may reasonably be required to construct an approved building and curtilage; • trees that are dead, diseased or dangerous; • fruit or non-indigenous trees; • clearing to gain vehicular access to an approved building; or any other clearing approved by Council; and • clearing to provide to establish a low fuel buffer. <p>Bushfire Protection</p> <p>12. At the time of subdivision, the subdivider shall be required to prepare and implement a detailed fire management plan to the satisfaction of the local government and Fire and Emergency Services Authority of WA.</p>
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DATED...13/3/02.....



FILE NO. _____

PART OF AGENDA _____

PROPOSAL TO AMEND A TOWN PLANNING SCHEME

1) LOCAL AUTHORITY	SHIRE OF DONNYBROOK/BALINGUP
2) DESCRIPTION OF TOWN PLANNING SCHEME	SHIRE OF DONNYBROOK/BALINGUP TOWN PLANNING SCHEME NO. 4
3) TYPE OF SCHEME	DISTRICT ZONING SCHEME
4) SERIAL NUMBER OF AMENDMENT	AMENDMENT 39
5) PURPOSE	REZONING NELSON LOCATION 8116, PART LOT 6 AND NELSON LOCATION 13235, NANNUP-BALINGUP ROAD, BALINGUP FROM 'GENERAL FARMING - PASTORAL' TO 'SPECIAL USE ZONE (TOURIST DEVELOPMENT)'.