



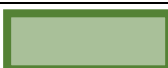
	
DEVELOPMENT ASSESSMENT REPORT	
<b>Application No.</b>	DA/2021/0358
<b>Address</b>	17 Crescent Street HABERFIELD NSW 2045
<b>Proposal</b>	Alterations and additions to an existing dwelling including rear pavilion, and rear detached double garage with roof deck.
<b>Date of Lodgement</b>	11 May 2021
<b>Applicant</b>	Mr Stamati Perry
<b>Owner</b>	Mr Stamati Perry Mrs Maria G Perry
<b>Number of Submissions</b>	3
<b>Value of works</b>	\$850,000.00
<b>Reason for determination at Planning Panel</b>	Clause 4.6 variation exceeds 10% of maximum floor area under ground floor level allowed by clause 6.5(3)(a)(ii) of ALEP
<b>Main Issues</b>	Floor area of lower ground floor level Heritage, Views and Parking
<b>Recommendation</b>	Approved with Conditions
<b>Attachment A</b>	Recommended conditions of consent
<b>Attachment B</b>	Plans of proposed development
<b>Attachment C</b>	Clause 4.6 Exception to Development Standards
<b>Attachment D</b>	Statement of Heritage Significance
	
<b>LOCALITY MAP</b>	
<b>Subject Site</b> 	<b>Objectors</b> 3 
<b>Notified Area</b> 	<b>Supporters</b> 

## 1. Executive Summary

This report is an assessment of the application submitted to Council for alterations and additions to an existing dwelling including rear pavilion, and detached rear double garage with roof deck. at 17 Crescent Street Haberfield.

The application was notified to surrounding properties and 3 submissions were received in response to the notification.

The main issues that have arisen from the application include:

- The lower ground floor level exceeds 25% of the existing ground floor area
- Views
- Parking

The non-compliance is acceptable given the land is on a sloping site and the dwelling house has a single storey scale when viewed from the street as such the application is recommended for approval.

## 2. Proposal

Alterations and additions to a dwelling house comprising of:

- Demolition of the non-original rear balcony, kitchen and sunroom
- Demolition of fibro garage and yard structures.  
The existing driveway crossing from Crescent Street will be retained with the concrete strips to provide a parking space behind the front building line.
- Bedroom will be changed to a contemporary bathroom and laundry.
- A rear pavilion style, 2 storey addition will be constructed behind the footprint of the original house. The lower level will provide 2 bedrooms and a bathroom. The upper level will provide an open plan kitchen/living room. A rear balcony will be added at this level.
- A new garage with 2 car spaces will be provided on the Dobroyd Lane frontage.
- The garage will have a roof deck with outdoor seating at a similar level to the existing rear yard.
- A brick fence will be constructed on the remainder of the rear boundary.
- A new timber picket front fence with brick piers.

## 3. Site Description

The subject site is located on the northern side of Crescent Street, between Boomerang Street and Kingston Street. The site consists of one allotment and is generally rectangular shaped with a total area of area 696.7sqm and is legally described as 17 Crescent Street HABERFIELD NSW 2045.

The site has a frontage to Crescent Street of 15.24metres. The site is not affected by any easements

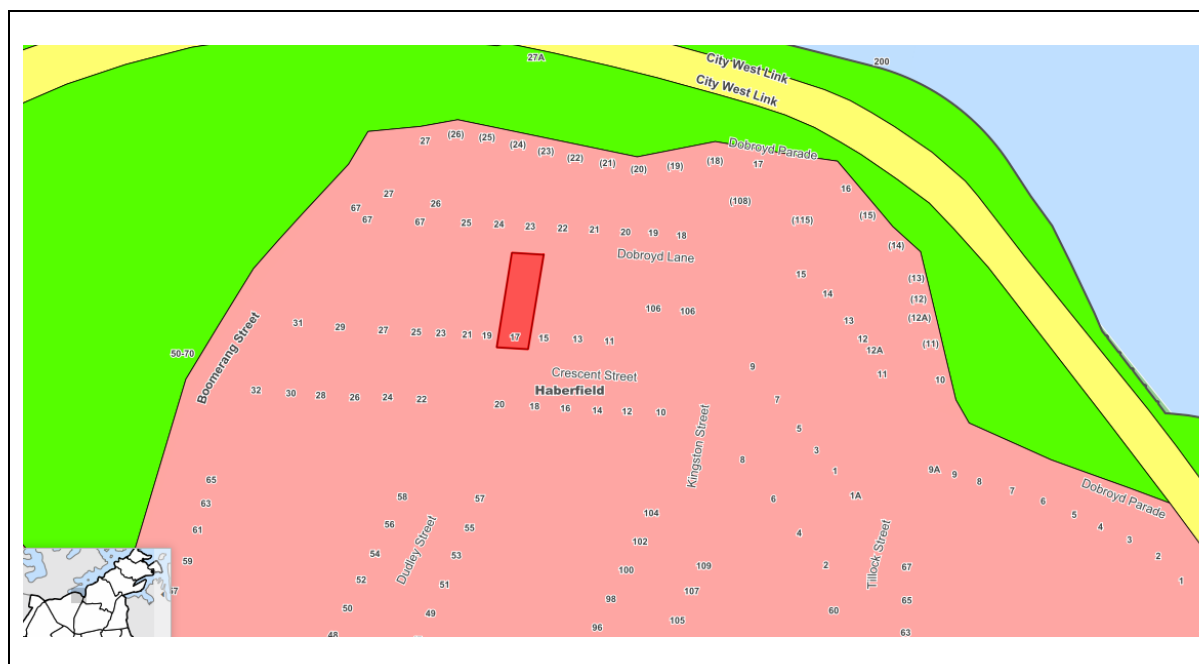
The site supports a single storey dwelling house and a detached outbuilding. The adjoining properties support single storey dwelling houses.

The property is located within Haberfield Heritage Conservation Area.



The following trees are located on the site and within the vicinity.

- eight trees adjacent to the western boundary two trees adjacent to the eastern boundary of the subject site and two street trees.



## 4. Background

### 4(a) Site history

The following application outlines the relevant development history of the subject site

#### Subject Site

Application	Proposal	Decision & Date
PDA/2021/0021	PDA for alterations and additions to dwelling house and construction of a detached garage	Advice issued on 22/2/2021
PDA /2021/0100	PDA for a Pavilion style addition to the rear of the existing house and construction of a detached garage	Advice issued on 20/4/2021

#### 4(b) Application history

The following table outlines the relevant history of the subject application.

Date	Discussion / Letter / Additional Information
22/2/2021 20/4/2021	PDA /2019/0021 letter sent PDA /2021/0100 letter sent
20/5/2021- 3/6/2021	Notification
25/6/2021	Site inspection
17/6/2021	Request for Further Information letter sent
3/8/2021	Further information received including relocation of garage from the western to the eastern side of the property

### 5. Assessment

The following is a summary of the assessment of the application in accordance with Section 4.15 of the *Environmental Planning and Assessment Act 1979*.

#### 5(a) Environmental Planning Instruments

The application has been assessed against the relevant Environmental Planning Instruments listed below:

- *State Environmental Planning Policy No. 55—Remediation of Land*
- *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004*
- *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017*
- 

The following provides further discussion of the relevant issues:

##### 5(a)(i) *State Environmental Planning Policy No 55—Remediation of Land*

State Environmental Planning Policy No. 55 - Remediation of Land (SEPP 55) provides planning guidelines for remediation of contaminated land. CIWDGP 2016 provides controls and guidelines for remediation works. *SEPP 55* requires the consent authority to be satisfied that “the site is, or can be made, suitable for the proposed use” prior to the granting of consent.

The site has not been used in the past for activities which could have potentially contaminated the site. It is considered that the site will not require remediation in accordance with *SEPP 55*.

##### 5(a)(ii) *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004*

A BASIX Certificate was submitted with the application and will be referenced in any consent granted.

### 5(a)(iii) *State Environmental Planning Policy (Vegetation in Non-Rural Areas) (Vegetation SEPP)*

*Vegetation SEPP* concerns the protection/removal of vegetation identified under the SEPP and gives effect to the local tree preservation provisions of Council's DCP.

The application seeks the removal of vegetation from within the site and on Council land. The application was referred to Council's Tree Management Officer who outlined no objection subject to suitable conditions of consent including a condition that only two trees be removed from the several trees on the property.

Overall, the proposal is considered acceptable with regard to the *Vegetation SEPP* and DCP subject to the imposition of conditions, which have been included in the recommendation of this report.

### 5(a)(iv) *Ashfield Local Environment Plan 2013 (ALEP 2013)*

The application was assessed against the following relevant clauses of the *Ashfield Local Environmental Plan 2013*:

- Clause 1.2 - Aims of Plan
- Clause 2.3 - Land Use Table and Zone Objectives
- Clause 2.7 - Demolition
- Clause 4.3 - Height of buildings
- Clause 4.4 - Floor space ratio
- Clause 4.5 - Calculation of floor space ratio and site area
- Clause 4.6 - Exceptions to development standards
- Clause 5.10 - Heritage Conservation
- Clause 6.1 - Earthworks
- Clause 6.5 - Development on land in Haberfield Heritage Conservation Area

#### (i) Clause 2.3 - Land Use Table and Zone Objectives

The site is zoned R2 under the *ALEP 2013*. The *ALEP 2013* defines the development as:

*Dwelling house and Garage (ancillary development)*

The development is permitted with consent within the land use table. The development is generally consistent with the objectives of the R2 zone.

The following table provides an assessment of the application against the development standards:

Standard	Proposal	non compliance	Complies
<b>Height of Building</b> Maximum permissible: 7.0m	7.0m	N/A	Yes
<b>Floor Space Ratio</b> Maximum permissible: 0.5:1(348.35 m2)	0.41:1(287m2)	N/A	Yes
<b>Landscaping in Haberfield 50% of site</b>	50%	N/A	Yes

Clause 4.6 Exceptions to Development Standards

The proposal results in a breach of the following development standard: clause 6.5(3)(a)(ii) of ALEP 2013.

- Clause 6.5 - Development on land in Haberfield Heritage Conservation Area
- (1) *The objective of this clause is to maintain the single storey appearance of dwellings in the Haberfield Heritage Conservation Area.*
  - (2) *This clause applies to land identified as “C42” on the [Heritage Map](#).*
  - (3) *Development consent must not be granted to development for the purpose of a dwelling house on land to which this clause applies unless the consent authority is satisfied that—*
    - (a) *if the development involves an existing building*
    - (ii) *the gross floor area below the existing ground floor level will not exceed 25% of the gross floor area of the existing ground floor, and*

The applicant seeks a variation to the development standard under Clause 6.5(3)(a)(ii) of the Ashfield Local Environmental Plan 2013 by 144.6% (43.75sqm).

Clause 4.6 allows Council to vary development standards in certain circumstances and provides an appropriate degree of flexibility to achieve better design outcomes.

In order to demonstrate whether strict numeric compliance is unreasonable and unnecessary in this instance, the proposed exception to the development standard has been assessed against the objectives and provisions of Clause 4.6 of the applicable local environmental plan below.

A written request has been submitted to Council in accordance with Clause 4.6(4)(a)(i) of the applicable local environmental plan justifying the proposed contravention of the development standard which is summarised as follows:

- the house has a single storey appearance from a public place
- the slope of the land allows for the lower floor level
- a single level design would require a continuous split level floor which is a worse planning outcome
- bulk form scale of the dwelling house is not out of character with houses in the vicinity
- the lower floor level is not visible from a public place and no impact on streetscape

The applicant's written rationale adequately demonstrates compliance with the development standard is unreasonable and unnecessary in the circumstances of the case, and that there are sufficient environmental planning grounds to justify contravening the development standard.

It is considered the development is in the public interest because it is consistent with the objectives of the R2, in accordance with Clause 4.6(4)(a)(ii) of the applicable local environmental plan for the following reasons:

The objectives for development within the R2 zone are:

- To provide for the housing needs of the community within a low density residential environment.

- To enable other land uses that provide facilities or services to meet the day to day needs of residents

The property will continue to provide for the housing needs of the residents family.

The accommodation maintains a low density scale as demonstrated by compliance with the height and FSR standards.

It is considered the development is in the public interest because it is consistent with the objectives of the Development Standard for the development of land in Haberfield Heritage Conservation Area and in accordance with Clause 4.6(4)(a)(ii) of the applicable local environmental plan for the following reasons:

- The objective of this development standard is to maintain the single storey appearance of dwellings in the Haberfield Heritage Conservation Area
- The dwelling house has a single storey appearance from a public place

The concurrence of the Planning Secretary may be assumed for matters dealt with by the Local Planning Panel.

The proposal thereby accords with the objective in Clause 4.6(1)(b) and requirements of Clause 4.6(3)(b) of Ashfield Local Environmental Plan. For the reasons outlined above, there are sufficient planning grounds to justify the departure from area below the existing ground level Development Standard and it is recommended the Clause 4.6 exception be granted.

#### Clause 5.10 – Heritage Conservation

The current proposal has been assessed against Clause 5.10 of the ALEP 2013 and it satisfies the provisions and objectives of this Clause.

#### *Clause 5.10(4)*

Clause 5.10(4) outlines that the consent authority must, before granting consent in respect of a heritage item or heritage conservation area, consider the effect of the proposed development on the heritage significance of the item or area concerned. This clause was introduced to conserve the environmental heritage of Ashfield and to conserve heritage significance of heritage items and heritage conservation areas, including associated fabric, settings and views.

The subject site is located in Haberfield Heritage Conservation Area under the ALEP 2013. In this instance the proposal conserves the significance of the heritage conservation area and results in a development that is sympathetic to the fabric, settings and streetscape of the Heritage Conservation Area.

Council's Heritage Advisor has reviewed a Heritage Impact Statement submitted with the application and is satisfied with the development subject to appropriate conditions, which include the following design changes:

- The retention of the existing series of windows to the side elevation (eastern elevation).
- A reduction in the scale of the link so that the roof of the link sits below the eaves line of the main portion of the residence.
- Alteration to W11 so that the window consists of a bank of three operable windows, without fixed panes below.

### 5(b) Draft Environmental Planning Instruments

The application has been assessed against the relevant Draft Environmental Planning Instruments listed below:

### 5(c) Draft Inner West Local Environmental Plan 2020 (Draft IWLEP 2020)

The Draft IWLEP 2020 was placed on public exhibition commencing on 16 March 2020 and accordingly is a matter for consideration in the assessment of the application under *Section 4.15(1)(a)(ii) of the Environmental Planning and Assessment Act 1979*.

The amended provisions contained in the Draft IWLEP 2020 are not relevant to the assessment of the application. Accordingly, the development is considered acceptable having regard to the provisions of the Draft IWLEP 2020.

### 5(d) Development Control Plans

The application has been assessed and the following provides a summary of the relevant provisions of Inner West Comprehensive Development Control Plan (DCP) 2016 for Ashbury, Ashfield, Croydon, Croydon Park, Haberfield, Hurlstone Park and Summer Hill

IWCDCP2016	Compliance
<b>Section 1 – Preliminary</b>	
B – Notification and Advertising	Yes
<b>Section 2 – General Guidelines</b>	
<b>A – Miscellaneous</b>	
1 - Site and Context Analysis	Yes
2 - Good Design	Yes
4 - Solar Access and Overshadowing	Yes
8 - Parking	Yes
15 - Stormwater Management	Yes
<b>B – Public Domain</b>	
<b>C – Sustainability</b>	
1 – Building Sustainability	Yes
2 – Water Sensitive Urban Design	Yes
3 – Waste and Recycling Design & Management Standards	Yes
4 – Tree Preservation and Management	Yes
6 – Tree Replacement and New Tree Planting	Yes
<b>E2 – Haberfield Heritage Conservation Area</b>	
1 – Preliminary	Yes
2 – Detailed Planning measures for Residential properties	Yes
4 – Miscellaneous	Yes
<b>F – Development Category Guidelines</b>	
1 – Dwelling Houses and Dual Occupancy	Yes

The following provides discussion of the relevant issues:

#### Privacy

Privacy screens are provided on the sides of the rear elevated balcony and on two windows on the side elevations of the proposed addition. This is confirmed by of way condition to indicate the erection of a privacy screen on the eastern and western sides of the rear balcony

and screens shown on windows having a minimum block out density of 75% and a height of 1.8metres above the finished floor level of the balcony.

The rear deck over the garage is at the level of the existing ground of the rear yard and adjacent structures block views into private open space of properties in the vicinity.

### Views

There are water views from the rear of properties in Crescent Street. The property at 19 Crescent Street enjoys some water views across the subject property however the views are obstructed by trees and a privacy screen along the western boundary of the subject property. Existing buildings to the north in Dobroyd Parade also obstruct water views. The plans submitted show the sight lines of the views from 19 Crescent Street. The loss of views is considered minimal.

The Land and Environment Court has established a planning principle to help establish a more structured approach in assessing the impact of development in terms of view sharing:

*The **first step** is the assessment of views to be affected. Water views are valued more highly than land views. Iconic views (eg of the Opera House, the Harbour Bridge or North Head) are valued more highly than views without icons. Whole views are valued more highly than partial views, eg a water view in which the interface between land and water is visible is more valuable than one in which it is obscured.*

Comment: There are water views from the rear of properties in Crescent Street towards the Iron Cove Bridge. The property at 19 Crescent Street enjoys some water views across the subject property however the views are obstructed by trees and a privacy screen along the western boundary of the subject property.

*The **second step** is to consider from what part of the property the views are obtained. For example the protection of views across side boundaries is more difficult than the protection of views from front and rear boundaries. In addition, whether the view is enjoyed from a standing or sitting position may also be relevant. Sitting views are more difficult to protect than standing views. The expectation to retain side views and sitting views is often unrealistic.*

Comment: Views are mainly to the side from the rear balcony of 19 Crescent Street

*The **third step** is to assess the extent of the impact. This should be done for the whole of the property, not just for the view that is affected. The impact on views from living areas is more significant than from bedrooms or service areas (though views from kitchens are highly valued because people spend so much time in them). The impact may be assessed quantitatively, but in many cases this can be meaningless. For example, it is unhelpful to say that the view loss is 20% if it includes one of the sails of the Opera House. It is usually more useful to assess the view loss qualitatively as negligible, minor, moderate, severe or devastating.*

Comment: The views are from the rear balcony of 19 Crescent Street and the loss of view is considered negligible.

*The **fourth step** is to assess the reasonableness of the proposal that is causing the impact. A development that complies with all planning controls would be considered more reasonable than one that breaches them. Where an impact on views arises as a result of non-compliance with one or more planning controls, even a moderate impact may be considered unreasonable. With a complying proposal, the question should be asked whether a more skilful design could provide the applicant with the same development potential and amenity and reduce the impact on the views of neighbours. If the answer to that question is no, then the view impact of a complying development would probably be considered acceptable and the view sharing reasonable.*

Comment: The proposed development complies with the FSR and height standards of the ALEP 2013. The design is considered reasonable with regard to view sharing.

### Parking



Off street parking is available for three motor vehicles. Two car spaces in the garage accessed from Dobroyd Lane and one accessed from Crescent Street. Car access is similar to other properties in Crescent Street.

The location of the garage has been moved from the north western to the north eastern side of the property to ensure a car space in Dobroyd Lane is not impacted by the development.

The carparking space off Crescent Street is to remain and this is consistent with at least three other properties in the vicinity which have dual parking access from Crescent Street and Dobroyd Lane. Also heavy loading and unloading of materials is much easier off Crescent Street than Dobroyd Lane.

#### 5(e) The Likely Impacts

The assessment of the Development Application demonstrates that, subject to the recommended conditions, the proposal will have minimal impact in the locality.

#### 5(f) The suitability of the site for the development

Provided that any adverse effects on adjoining properties are minimised, this site is considered suitable to accommodate the proposed development, and this has been demonstrated in the assessment of the application.

#### 5(g) Any submissions

The application was notified in accordance with the Community Engagement Framework for a period of 14 days to surrounding properties.

3 submissions were received in response to the initial notification.

The following issues raised in submissions have been discussed in this report:

- The loss of views - See Section 5(d)
- Privacy implications from the development - See Section 5(d)
- Garage location and its impact on street parking in Dobroyd Lane - See Section 5(d)

#### 5(h) The Public Interest

The public interest is best served by the consistent application of the requirements of the relevant Environmental Planning Instruments, and by Council ensuring that any adverse effects on the surrounding area and the environment are appropriately managed.

The proposal is not contrary to the public interest.

## 6 Referrals

#### 6(a) Internal

The application was referred to the following internal sections/officers and issues raised in those referrals have been discussed in section 5 above.

- Development Engineering
- Urban Forests
- Heritage Specialist

#### 6(b) External

Nil

### 7. Section 7.12 Levy

Section 7.12 levies are payable for the proposal.

The carrying out of the development would result in an increased demand for public amenities and public services within the area. A contribution of \$8,500.00 would be required for the development under Ashfield Contributions Plan. A condition requiring that contribution to be paid is included in the recommendation.

### 8. Conclusion

The proposal generally complies with the aims, objectives and design parameters contained in *Ashfield Local Environmental Plan 2013* and Inner West Comprehensive Development Control Plan (DCP) 2016 for Ashbury, Ashfield, Croydon, Croydon Park, Haberfield, Hurlstone Park and Summer Hill.

The development will not result in any significant impacts on the amenity of the adjoining premises/properties and the streetscape and is considered to be in the public interest.

The application is considered suitable for approval subject to the imposition of appropriate conditions.

### 9. Recommendation

- A. The applicant has made a written request pursuant to Clause 4.6 of the *Ashfield Local Environmental Plan 2013*. After considering the request, and assuming the concurrence of the Secretary has been given, the Panel is satisfied that compliance with the standard is unnecessary in the circumstance of the case and that there are sufficient environmental grounds to support the variation. The proposed development will be in the public interest because the exceedance is not inconsistent with the objectives of the standard and of the zone in which the development is to be carried out.
- B. That the Inner West Local Planning Panel exercising the functions of the Council as the consent authority, pursuant to s4.16 of the *Environmental Planning and Assessment Act 1979*, grant consent to Development Application No. DA/2021/0358 for alterations and additions to an existing dwelling including rear pavilion, and rear garage with roof deck. at 17 Crescent Street HABERFIELD NSW 2045 subject to the conditions listed in Attachment A below.

## Attachment A – Recommended conditions of consent

### CONDITIONS OF CONSENT

#### DOCUMENTS RELATED TO THE CONSENT

##### 1. Documents related to the consent

The development must be carried out in accordance with plans and documents listed below:

Plan, Revision and Issue No.	Plan Name	Date Issued	Prepared by
DA 73	View comparison Dobroyd lane	2/8/2021	Rob Design Office
DA80 Rev C	Landscape General Arrangement	2/8/2021	Rob Design Office
DA 70 Rev C	Area Summary	2/8/2021	Rob Design Office
DA71 Rev C	Area Summary	2/8/2021	Rob Design Office
DA30 Rev C	Elevation North (Street) and South Laneway	2/8/2021	Rob Design Office
DA31 Rev C	Elevation east and cross section	2/8/2021	Rob Design Office
DA32 Rev C	Elevation West	2/8/2021	Rob Design Office
DA20 Rev C	Plan laneway level	2/8/2021	Rob Design Office
DA21 Rev C	Plan Garden Level	2/8/2021	Rob Design Office
DA22 Rev C	Plan Main Level	2/8/2021	Rob Design Office
DA 23 Rev C	Plan Roof	2/8/2021	Rob Design Office
DA 10 Rev A	Key Materials	29/4/2021	Rob Design Office

As amended by the conditions of consent.

### **DESIGN CHANGE**

#### **2. Design Change**

Prior to the issue of a Construction Certificate, the Certifying Authority must be provided with amended plans demonstrating the following:

- a. The retention of the existing series of windows to the side elevation (eastern elevation).
- b. A reduction in the scale of the link so that the roof of the link sits below the eaves line of the main portion of the residence.
- c. Alteration to W11 so that the window consists of a bank of three operable windows, without fixed panes below.

### **FEES**

#### **3. Security Deposit - Custom**

Prior to the commencement of demolition works or prior to the issue of a Construction Certificate, the Certifying Authority must be provided with written evidence that a security deposit and inspection fee has been paid to Council to cover the cost of making good any damage caused to any Council property or the physical environment as a consequence of carrying out the works and as surety for the proper completion of any road, footpath and drainage works required by this consent.

<b>Security Deposit:</b>	\$4,000.00
<b>Inspection Fee:</b>	\$236.70

Payment will be accepted in the form of cash, bank cheque, EFTPOS/credit card (to a maximum of \$10,000) or bank guarantee. Bank Guarantees must not have an expiry date.

The inspection fee is required for the Council to determine the condition of the adjacent road reserve and footpath prior to and on completion of the works being carried out.

Should any of Council's property and/or the physical environment sustain damage during the course of the demolition or construction works, or if the works put Council's assets or the environment at risk, or if any road, footpath or drainage works required by this consent are not completed satisfactorily, Council may carry out any works necessary to repair the damage, remove the risk or complete the works. Council may utilise part or all of the security deposit to restore any damages, and Council may recover, in any court of competent jurisdiction, any costs to Council for such restorations.

A request for release of the security may be made to the Council after all construction work has been completed and a final Occupation Certificate issued.

The amount nominated is only current for the financial year in which the initial consent was issued and is revised each financial year. The amount payable must be consistent with Council's Fees and Charges in force at the date of payment.

#### **4. Section 7.12 (formerly section 94A) Development Contribution Payments**

Prior to the issue of a Construction Certificate, written evidence must be provided to the Certifying Authority that a monetary contribution to the Inner West Council has been paid, towards the provision of infrastructure, required to address increased demand for local services generated by additional development within the Local Government Area (LGA). This condition is imposed in accordance with Section 7.12 of the *Environmental Planning and Assessment Act 1979* and in accordance with *Ashfield Section 94A Development Contributions Plan 2009 – Amendment No.3*.

Note:

Copies of these contribution plans can be inspected at any of the Inner West Council Service Centres or viewed online at <https://www.innerwest.nsw.gov.au/develop/planning-controls/section-94-contributions>

Payment amount\*:

\$8,500

\*Indexing of the Section 7.12 contribution payment:

The contribution amount to be paid to the Council is to be adjusted at the time of the actual payment in accordance with the provisions of the relevant contributions plan. In this regard, you are recommended to make contact with Inner West Council *prior to arranging your payment method* to confirm the correct current payment amount (at the expected time of payment).

Payment methods:

The required contribution must be paid either **by BPAY (to a maximum of \$500,000); unendorsed bank cheque (from an Australian Bank only); EFTPOS (Debit only); credit card (Note: A 1% credit card transaction fee applies to all credit card transactions; cash (to a maximum of \$10,000)).** It should be noted that personal cheques or bank guarantees cannot be accepted for the payment of these contributions. **Prior to payment contact Council's Planning Team to review charges to current indexed quarter, please allow a minimum of 2 business days for the invoice to be issued before payment can be accepted.**

#### **5. Long Service Levy**

Prior to the issue of a Construction Certificate, written evidence must be provided to the Certifying Authority that the long service levy in accordance with Section 34 of the *Building and Construction Industry Long Service Payments Act 1986* has been paid at the prescribed rate of 0.35% of the total cost of the work to either the Long Service Payments Corporation or Council for any work costing \$25,000 or more.

### **GENERAL CONDITIONS**

#### **6. Boundary Alignment Levels**

Alignment levels for the site at all pedestrian and vehicular access locations must match the existing back of footpath levels at the boundary.

#### **7. Tree Protection**

No trees on public property (footpaths, roads, reserves etc.) are to be removed or damaged during works unless specifically approved in this consent or marked on the approved plans for removal.

Prescribed trees protected by Council's Management Controls on the subject property and/or any vegetation on surrounding properties must not be damaged or removed during works unless specific approval has been provided under this consent.

Any public tree within five (5) metres of the development must be protected in accordance with Council's *Development Fact Sheet—Trees on Development Sites*.

No activities, storage or disposal of materials taking place beneath the canopy of any tree (including trees on neighbouring sites) protected under Council's Tree Management Controls at any time.

The trees identified below are to be retained and protected in accordance with the conditions of consent throughout the development (note: Tree 3, below numbered as Tree 5 in the Arboricultural Impact Assessment Report prepared by Bellevue Tree Consultants, dated 8/04/2021).

Tree No.	Botanical/Common Name	Location
1	<i>Lophostemon confertus</i> (Brush Box)	Crescent Street, in road.
2	<i>Lagerstroemia indica</i> (Crepe Myrtle)	Crescent Street verge
3	<i>Glochidion ferdinandi</i> (Cheese Tree)	Rear

Details of the trees must be included on all Construction Certificate plans and shall be annotated in the following way:

- a. Green for trees to be retained;
- b. Red for trees to be removed;
- c. Blue for trees to be pruned; and
- d. Yellow for trees to be transplanted.

#### 8. Project Arborist

Prior to the commencement of any demolition or construction works within close proximity to protected trees a Project Arborist must be engaged for the duration of the site preparation, demolition, construction and landscaping to supervise works. Details of the Project Arborist must be submitted to the Certifying Authority before work commences.

#### 9. Works to Trees

Approval is given for the following works to be undertaken on prescribed trees on the site after the issuing of a Construction Certificate:

Tree/location	Approved works
<i>Glochidion ferdinandi</i> (Cheese Tree) Rear	Remove
<i>Castanospermum australe</i> (Blackbean) Rear	Remove

Removal or pruning of any other tree (that would require consent of Council) on the site is not approved and shall be retained and protected in accordance with Council's *Development Fact Sheet—Trees on Development Sites*.



**10. Balcony and Windows**

Prior to the issue of a Construction Certificate, the Certifying Authority must be provided with amended plans indicating the erection of a privacy screen on the eastern and western sides of the rear balcony and screens shown on windows having a minimum block out density of 75% and a height of 1.8metres above the finished floor level of the balcony.

**11. Waste Management Plan**

Prior to the commencement of any works (including any demolition works), the Certifying Authority is required to be provided with a Recycling and Waste Management Plan (RWMP) in accordance with the relevant Development Control Plan.

**12. Erosion and Sediment Control**

Prior to the issue of a commencement of any works (including any demolition works), the Certifying Authority must be provided with an erosion and sediment control plan and specification. Sediment control devices must be installed and maintained in proper working order to prevent sediment discharge from the construction site.

**13. Works Outside the Property Boundary**

This development consent does not authorise works outside the property boundaries on adjoining lands.

**PRIOR TO ANY DEMOLITION****14. Hoardings**

The person acting on this consent must ensure the site is secured with temporary fencing prior to any works commencing.

If the work involves the erection or demolition of a building and is likely to cause pedestrian or vehicular traffic on public roads or Council controlled lands to be obstructed or rendered inconvenient, or building involves the enclosure of public property, a hoarding or fence must be erected between the work site and the public property. An awning is to be erected, sufficient to prevent any substance from, or in connection with, the work falling onto public property.

Separate approval is required from the Council under the *Roads Act 1993* to erect a hoarding or temporary fence or awning on public property.

**15. Advising Neighbors Prior to Excavation**

At least 7 days before excavating below the level of the base of the footings of a building on an adjoining allotment of land, give notice of intention to do so to the owner of the adjoining allotment of land and furnish particulars of the excavation to the owner of the building being erected or demolished.

**16. Construction Fencing**

Prior to the commencement of any works (including demolition), the site must be enclosed with suitable fencing to prohibit unauthorised access. The fencing must be erected as a barrier between the public place and any neighbouring property.

**PRIOR TO CONSTRUCTION CERTIFICATE****17. Dilapidation Report – Pre-Development – Minor**

Prior to the issue of a Construction Certificate or any demolition, the Certifying Authority must be provided with a dilapidation report including colour photos showing the existing condition of the footpath and roadway adjacent to the site.

**18. Stormwater Drainage System – Minor Developments (OSD is not required)**

Prior to the issue of a Construction Certificate, the Certifying Authority must be provided with stormwater drainage design plans certified by a suitably qualified Civil Engineer that the design of the site drainage system complies with the following specific requirements:

- a. The Stormwater Drainage Concept plan on Drawing Nos H01 to H06 prepared by Abel & Brown Pty Ltd and dated May 2021 shall be revised using the latest architectural plans dated 2 August 2021 to comply with the following;
- b. Stormwater runoff from all roof areas within the property being collected in a system of gutters, pits and pipeline and be discharged, together with overflow pipelines from the 5000 L rainwater tank, by gravity to the kerb and gutter of a public road;
- c. Comply with Council's Stormwater Drainage Code, Australian Rainfall and Runoff (A.R.R.), Australian Standard AS3500.3-2018 'Stormwater Drainage' and Council's DCP;
- d. Pipe and channel drainage systems must be designed to cater for the twenty (20) year Average Recurrence Interval (ARI) storm event. Major event surface flow paths must be designed to cater for the one hundred (100) year ARI Storm;
- e. Charged or pump-out stormwater drainage systems are not permitted including for roof drainage other than to drain downpipes to the rainwater tank;

- f. The design plans must detail the existing and proposed site drainage layout, size, class and grade of pipelines, pit types, roof gutter and downpipe sizes;
- g. An overland flowpath must be provided within the setback to the side boundary;
- h. The stormwater system must not be influenced by backwater effects or hydraulically controlled by the receiving system;
- i. A minimum 150mm step up shall be provided between all external finished surfaces and adjacent internal floor areas;
- j. The design must make provision for the natural flow of stormwater runoff from adjacent properties;
- k. No nuisance or concentration of flows to other properties;
- l. The design plans must specify that any components of the existing system to be retained must be certified during construction to be in good condition and of adequate capacity to convey the additional runoff generated by the development and be replaced or upgraded if required;
- m. A silt arrestor pit must be installed inside the property, adjacent to the boundary, for the stormwater outlet;
- n. Only a single point of discharge is permitted to the kerb and gutter, per frontage of the site;
- o. New pipelines within the footpath area that are to discharge to the kerb and gutter must be hot dipped galvanised steel hollow section with a minimum wall thickness of 4.0mm and a maximum section height and width of 100mm or sewer grade uPVC pipe with a maximum diameter of 100mm;
- p. All stormwater outlets through sandstone kerbs must be carefully core drilled in accordance with Council standard drawings; and
- q. All redundant pipelines within footpath area must be removed and footpath/kerb reinstated.

#### **19. Public Domain Works – Prior to Construction Certificate**

Prior to the issue of a Construction Certificate, the Certifying Authority must be provided with a public domain works design, prepared by a qualified practising Civil Engineer who holds current Chartered Engineer qualifications with the Institution of Engineers Australia (CPEng) or current Registered Professional Engineer qualifications with Professionals Australia (RPEng) and evidence that the works on the Road Reserve have been approved by Council under Section 138 of the *Roads Act 1993* incorporating the following requirements:

- a. The construction of light duty vehicular crossing and removal of redundant vehicular crossing from Crescent Street to the site;
- b. New concrete footpath and kerb and gutter along the frontage of the site (Dobroyd Lane) and in front of the redundant vehicle crossing at Crescent Street. The kerb type (concrete or stone) must be consistent with the majority of kerb type at this location as determined by the Council Engineer;

- c. Cross sections are to be provided at the boundary at a minimum distance of every 5m and at all pedestrian and vehicular access locations. Note, the cross fall of the footpath must be set at 2.5%. These sections will set the alignment levels at the boundary; and
- d. Installation of a stormwater outlet to the kerb and gutter.

All works must be completed prior to the issue of an Occupation Certificate.

#### **20. Structural Certificate for retained elements of the building**

Prior to the issue of a Construction Certificate, the Certifying Authority is required to be provided with a Structural Certificate prepared by a practising structural engineer, certifying the structural adequacy of the property and its ability to withstand the proposed additional, or altered structural loads during all stages of construction. The certificate must also include all details of the methodology to be employed in construction phases to achieve the above requirements without result in demolition of elements marked on the approved plans for retention.

#### **21. Sydney Water – Tap In**

Prior to the issue of a Construction Certificate, the Certifying Authority is required to ensure approval has been granted through Sydney Water's online 'Tap In' program to determine whether the development will affect Sydney Water's sewer and water mains, stormwater drains and/or easements, and if further requirements need to be met.

*Note: Please refer to the web site <http://www.sydneywater.com.au/tapin/index.htm> for details on the process or telephone 13 20 92*

### **DURING DEMOLITION AND CONSTRUCTION**

#### **22. Tree Protection**

To protect the following tree/s, trunk protection must be installed prior to any works commencing in accordance with Council's *Development Fact Sheet—Trees on Development Sites*:

Tree No.	Botanical/Common Name/Location
1	<i>Lophostemon confertus</i> (Brush Box) In Road Crescent Street
2	<i>Lagerstroemia indica</i> (Crepe Myrtle) Crescent Street

### 23. Tree Protection Zone

To protect the following tree/s, no work must commence until its/their Protection Zone is fenced off at the specified radius from the trunk/s to prevent any activities, storage or the disposal of materials within the fenced area in accordance with Council's *Development Fact Sheet—Trees on Development Sites*. The fence/s (including existing boundary fencing) must be maintained intact until the completion of all demolition/building work on site.

Tree No.	Botanical/Common Name	Radius in metres
3	<i>Glochidion ferdinandi</i> (Cheese Tree)	4 metres on 3 sides

### 24. Inspections by Project Arborist

The trees to be retained must be inspected, monitored and treated by the Project Arborist during and after completion of development works to ensure their long-term survival. Regular inspections and documentation from the Project Arborist to the Certifying Authority are required at the following times or phases of work:

Tree No./ Botanical/ Common Name/ Location	Time of Inspection	Key stage/ Hold point
1. <i>Lophostemon confertus</i> (Brush Box) 2. <i>Lagerstroemia indica</i> (Crepe Myrtle) 3. <i>Glochidion ferdinandi</i> (Cheese Tree)	Prior to commencement of works	<ul style="list-style-type: none"> <li>Inspection and sign off installation of tree protection measures.</li> </ul>

Recommendations to ensure the tree/s long term survival must be carried out immediately upon receipt of the report.

### 25. Construction Hours – Class 1 and 10

Unless otherwise approved by Council, excavation, demolition, construction or subdivision work are only permitted between the hours of 7:00am to 5:00pm, Mondays to Saturdays (inclusive) with no works permitted on, Sundays or Public Holidays.

**26. Survey Prior to Footings**

Upon excavation of the footings and before the pouring of the concrete, the Certifying Authority must be provided with a certificate of survey from a registered land surveyor to verify that the structure will not encroach over the allotment boundaries.

**PRIOR TO OCCUPATION CERTIFICATE****27. Public Domain Works**

Prior to the issue of an Occupation Certificate, the Principal Certifier must be provided with written evidence from Council that the following works on the Road Reserve have been completed in accordance with the requirements of the approval under Section 138 of the *Roads Act 1993* including:

- a. Light duty concrete vehicle crossing at the vehicular access location;
- b. The redundant vehicular crossing from Crescent Street to the site must be removed and replaced by kerb and gutter and footpath. Where the kerb in the vicinity of the redundant crossing is predominately stone (as determined by Council's Engineer) the replacement kerb must also be in stone;
- c. The existing concrete footpath across the frontage of the site (Dobroyd Lane) and in front of the redundant vehicle crossing at Crescent Street must be reconstructed; and
- d. Other works subject to the *Roads Act 1993* approval.

All works must be constructed in accordance with Council's standards and specifications and AUS-SPEC#2- "Roadworks Specifications".

**28. No Encroachments**

Prior to the issue of an Occupation Certificate, the Principal Certifier must ensure that any encroachments on to Council road or footpath resulting from the building works have been removed, including opening doors, gates and garage doors with the exception of any awnings or balconies approved by Council.

**29. Protect Sandstone Kerb**

Prior to the issue of an Occupation Certificate, the Principal Certifier must ensure that any damaged stone kerb has been replaced.

### 30. Project Arborist Certification

Prior to the issue of any Occupation Certificate, the Principal Certifier is to be provided with certification from the project arborist the requirements of the conditions of consent related to the amended landscape plan and the role of the project arborist have been complied with.

An additional canopy tree is to be added to the landscape plan prepared by rdo. dated 29/04/2021. The 45 litre size tree, is to attain a minimum mature height of seven (7) metres, and a canopy spread of 5 - 7 metres, planted within the property at a minimum of 2 metres from the building and garage and 1.5 m. The tree stock is to conform to AS2303—*Tree stock for landscape use*. Trees listed as exempt species from Council's Tree Management Controls, palms, fruit trees and species recognised to have a short life span will not be accepted as suitable replacements.

If the replacement trees are found to be faulty, damaged, dying or dead within twelve (12) months of planting then they must be replaced with the same species (up to 3 occurrences). If the trees are found dead before they reach a height where they are protected by Council's Tree Management Controls, they must be replaced with the same species.

### ON-GOING

#### 31. Tree Establishment

The tree/s planted as part of this consent is/are to be maintained in a healthy and vigorous condition for 12 months from the issue of an Occupation Certificate. If any of the tree/s is/are found faulty, damaged, dying or dead within 12 months of the issue of an Occupation Certificate it/they must be replaced with the same species within one (1) month (up to 3 occurrences).

### ADVISORY NOTES

#### Permits

Where it is proposed to occupy or carry out works on public roads or Council controlled lands, the person acting on this consent must obtain all applicable Permits from Council in accordance with Section 68 (Approvals) of the *Local Government Act 1993* and/or Section 138 of the *Roads Act 1993*. Permits are required for the following activities:



- a. Work zone (designated parking for construction vehicles). Note that a minimum of 2 months should be allowed for the processing of a Work Zone application;
- b. A concrete pump across the roadway/footpath;
- c. Mobile crane or any standing plant;
- d. Skip Bins;
- e. Scaffolding/Hoardings (fencing on public land);
- f. Public domain works including vehicle crossing, kerb & guttering, footpath, stormwater, etc.;
- g. Awning or street veranda over the footpath;
- h. Partial or full road closure; and
- i. Installation or replacement of private stormwater drain, utility service or water supply.

If required contact Council's Road Access team to ensure the correct Permit applications are made for the various activities. Applications for such Permits must be submitted and approved by Council prior to the commencement of the works associated with such activity.

#### **Insurances**

Any person acting on this consent or any contractors carrying out works on public roads or Council controlled lands is required to take out Public Liability Insurance with a minimum cover of twenty (20) million dollars in relation to the occupation of, and approved works within those lands. The Policy is to note, and provide protection for Inner West Council, as an interested party and a copy of the Policy must be submitted to Council prior to commencement of the works. The Policy must be valid for the entire period that the works are being undertaken on public property.

#### **Consent of Adjoining property owners**

This consent does not authorise the applicant, or the contractor engaged to do the tree works to enter a neighbouring property. Where access to adjacent land is required to carry out approved tree works, Council advises that the owner's consent must be sought. Notification is the responsibility of the person acting on the consent. Should the tree owner/s refuse access to their land, the person acting on the consent must meet the requirements of the *Access To Neighbouring Lands Act 2000* to seek access.

#### **Arborists standards**

All tree work must be undertaken by a practicing Arborist. The work must be undertaken in accordance with AS4373—*Pruning of amenity trees* and the Safe Work Australia Code of Practice—*Guide to Managing Risks of Tree Trimming and Removal Work*. Any works in the vicinity of the Low Voltage Overhead Network (including service lines—pole to house connections) must be undertaken by an approved Network Service Provider contractor for the

management of vegetation conflicting with such services. Contact the relevant Network Service Provider for further advice in this regard.

**Tree Protection Works**

All tree protection for the site must be undertaken in accordance with Council's *Development Fact Sheet—Trees on Development Sites* and AS4970—*Protection of trees on development sites*.

**Tree Pruning or Removal (including root pruning/mapping)**

Removal or pruning of any other tree (that would require consent of Council) on the site is not approved and must be retained and protected in accordance with Council's *Development Fact Sheet—Arborist Reports*.

**Prescribed Conditions**

This consent is subject to the prescribed conditions of consent within clause 98-98E of the *Environmental Planning and Assessment Regulations 2000*.

**Notification of commencement of works**

At least 7 days before any demolition work commences:

- a. the Council must be notified of the following particulars:
  - i. the name, address, telephone contact details and licence number of the person responsible for carrying out the work; and
  - ii. the date the work is due to commence and the expected completion date; and
- b. a written notice must be placed in the letter box of each directly adjoining property identified advising of the date the work is due to commence.

**Storage of Materials on public property**

The placing of any materials on Council's footpath or roadway is prohibited, without the prior consent of Council.

**Toilet Facilities**

The following facilities must be provided on the site:

- a. Toilet facilities in accordance with WorkCover NSW requirements, at a ratio of one toilet per every 20 employees; and
- b. A garbage receptacle for food scraps and papers, with a tight fitting lid.

Facilities must be located so that they will not cause a nuisance.

**Infrastructure**

The developer must liaise with the Sydney Water Corporation, Ausgrid, AGL and Telstra concerning the provision of water and sewerage, electricity, natural gas and telephones respectively to the property. Any adjustment or augmentation of any public utility services including Gas, Water, Sewer, Electricity, Street lighting and Telecommunications required as a result of the development must be undertaken before occupation of the site.

**Other Approvals may be needed**

Approvals under other acts and regulations may be required to carry out the development. It is the responsibility of property owners to ensure that they comply with all relevant legislation. Council takes no responsibility for informing applicants of any separate approvals required.

**Failure to comply with conditions**

Failure to comply with the relevant provisions of the *Environmental Planning and Assessment Act 1979* and/or the conditions of this consent may result in the serving of penalty notices or legal action.

**Other works**

Works or activities other than those approved by this Development Consent will require the submission of a new Development Application or an application to modify the consent under Section 4.55 of the *Environmental Planning and Assessment Act 1979*.

**Obtaining Relevant Certification**

This development consent does not remove the need to obtain any other statutory consent or approval necessary under any other Act, such as (if necessary):

- a. Application for any activity under that Act, including any erection of a hoarding;
- b. Application for a Construction Certificate under the *Environmental Planning and Assessment Act 1979*;
- c. Application for an Occupation Certificate under the *Environmental Planning and Assessment Act 1979*;
- d. Application for a Subdivision Certificate under the *Environmental Planning and Assessment Act 1979* if land (including stratum) subdivision of the development site is proposed;
- e. Application for Strata Title Subdivision if strata title subdivision of the development is proposed;

- f. Development Application for demolition if demolition is not approved by this consent;  
or
- g. Development Application for subdivision if consent for subdivision is not granted by this consent.

**Disability Discrimination Access to Premises Code**

The *Disability Discrimination Act 1992* (Commonwealth) and the *Anti-Discrimination Act 1977* (NSW) impose obligations on persons relating to disability discrimination. Council's determination of the application does not relieve persons who have obligations under those Acts of the necessity to comply with those Acts.

**National Construction Code (Building Code of Australia)**

A complete assessment of the application under the provisions of the National Construction Code (Building Code of Australia) has not been carried out. All building works approved by this consent must be carried out in accordance with the requirements of the National Construction Code.

**Notification of commencement of works**

Residential building work within the meaning of the *Home Building Act 1989* must not be carried out unless the PCA (not being the council) has given the Council written notice of the following information:

- a. In the case of work for which a principal contractor is required to be appointed:
  - i. The name and licence number of the principal contractor; and
  - ii. The name of the insurer by which the work is insured under Part 6 of that Act.
- b. In the case of work to be done by an owner-builder:
  - i. The name of the owner-builder; and
  - ii. If the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.

**Dividing Fences Act**

The person acting on this consent must comply with the requirements of the *Dividing Fences Act 1991* in respect to the alterations and additions to the boundary fences.

**Permits from Council under Other Acts**

Where it is proposed to occupy or carry out works on public roads or Council controlled lands, the person acting on this consent must obtain all applicable Permits from Council in

accordance with Section 68 (Approvals) of the *Local Government Act 1993* and/or Section 138 of the *Roads Act 1993*. Permits are required for the following activities:

- a. Work zone (designated parking for construction vehicles). Note that a minimum of 2 months should be allowed for the processing of a Work Zone application;
- b. A concrete pump across the roadway/footpath;
- c. Mobile crane or any standing plant;
- d. Skip bins;
- e. Scaffolding/Hoardings (fencing on public land);
- f. Public domain works including vehicle crossing, kerb & guttering, footpath, stormwater, etc.;
- g. Awning or street verandah over footpath;
- h. Partial or full road closure; and
- i. Installation or replacement of private stormwater drain, utility service or water supply.

Contact Council's Road Access team to ensure the correct Permit applications are made for the various activities. A lease fee is payable for all occupations.

#### **Noise**

Noise arising from the works must be controlled in accordance with the requirements of the *Protection of the Environment Operations Act 1997* and guidelines contained in the New South Wales Environment Protection Authority Environmental Noise Control Manual.

#### **Amenity Impacts General**

The use of the premises must not give rise to an environmental health nuisance to the adjoining or nearby premises and environment. There are to be no emissions or discharges from the premises, which will give rise to a public nuisance or result in an offence under the *Protection of the Environment Operations Act 1997* and Regulations. The use of the premises and the operation of plant and equipment must not give rise to the transmission of a vibration nuisance or damage other premises.

#### **Construction of Vehicular Crossing**

The vehicular crossing and/or footpath works are required to be constructed by your own contractor. You or your contractor must complete an application for *Construction of a Vehicular Crossing & Civil Works* form, lodge a bond for the works, pay the appropriate fees and provide evidence of adequate public liability insurance, prior to commencement of works.

#### **Lead-based Paint**

Buildings built or painted prior to the 1970's may have surfaces coated with lead-based paints. Recent evidence indicates that lead is harmful to people at levels previously thought safe.

Children particularly have been found to be susceptible to lead poisoning and cases of acute child lead poisonings in Sydney have been attributed to home renovation activities involving the removal of lead based paints. Precautions should therefore be taken if painted surfaces are to be removed or sanded as part of the proposed building alterations, particularly where children or pregnant women may be exposed, and work areas should be thoroughly cleaned prior to occupation of the room or building.

#### Dial before you dig

Contact "Dial Prior to You Dig" prior to commencing any building activity on the site.

#### Useful Contacts

BASIX Information	1300 650 908 weekdays 2:00pm - 5:00pm <a href="http://www.basix.nsw.gov.au">www.basix.nsw.gov.au</a>
Department of Fair Trading	13 32 20 <a href="http://www.fairtrading.nsw.gov.au">www.fairtrading.nsw.gov.au</a> Enquiries relating to Owner Builder Permits and Home Warranty Insurance.
Dial Prior to You Dig	1100 <a href="http://www.dialprior toyoudig.com.au">www.dialprior toyoudig.com.au</a>
Landcom	9841 8660 To purchase copies of Volume One of "Soils and Construction"
Long Service Corporation	Payments 131441 <a href="http://www.lspc.nsw.gov.au">www.lspc.nsw.gov.au</a>
NSW Food Authority	1300 552 406 <a href="http://www.foodnotify.nsw.gov.au">www.foodnotify.nsw.gov.au</a>
NSW Government	<a href="http://www.nsw.gov.au/fibro">www.nsw.gov.au/fibro</a> <a href="http://www.diysafe.nsw.gov.au">www.diysafe.nsw.gov.au</a>

Information on asbestos and safe work practices.

NSW Office of Environment and Heritage 131 555

[www.environment.nsw.gov.au](http://www.environment.nsw.gov.au)

Sydney Water 13 20 92

[www.sydneywater.com.au](http://www.sydneywater.com.au)

Waste Service - SITA 1300 651 116  
Environmental Solutions

[www.wasteservice.nsw.gov.au](http://www.wasteservice.nsw.gov.au)

Water Efficiency Labelling and Standards (WELS) [www.waterrating.gov.au](http://www.waterrating.gov.au)

WorkCover Authority of NSW 13 10 50

[www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au)

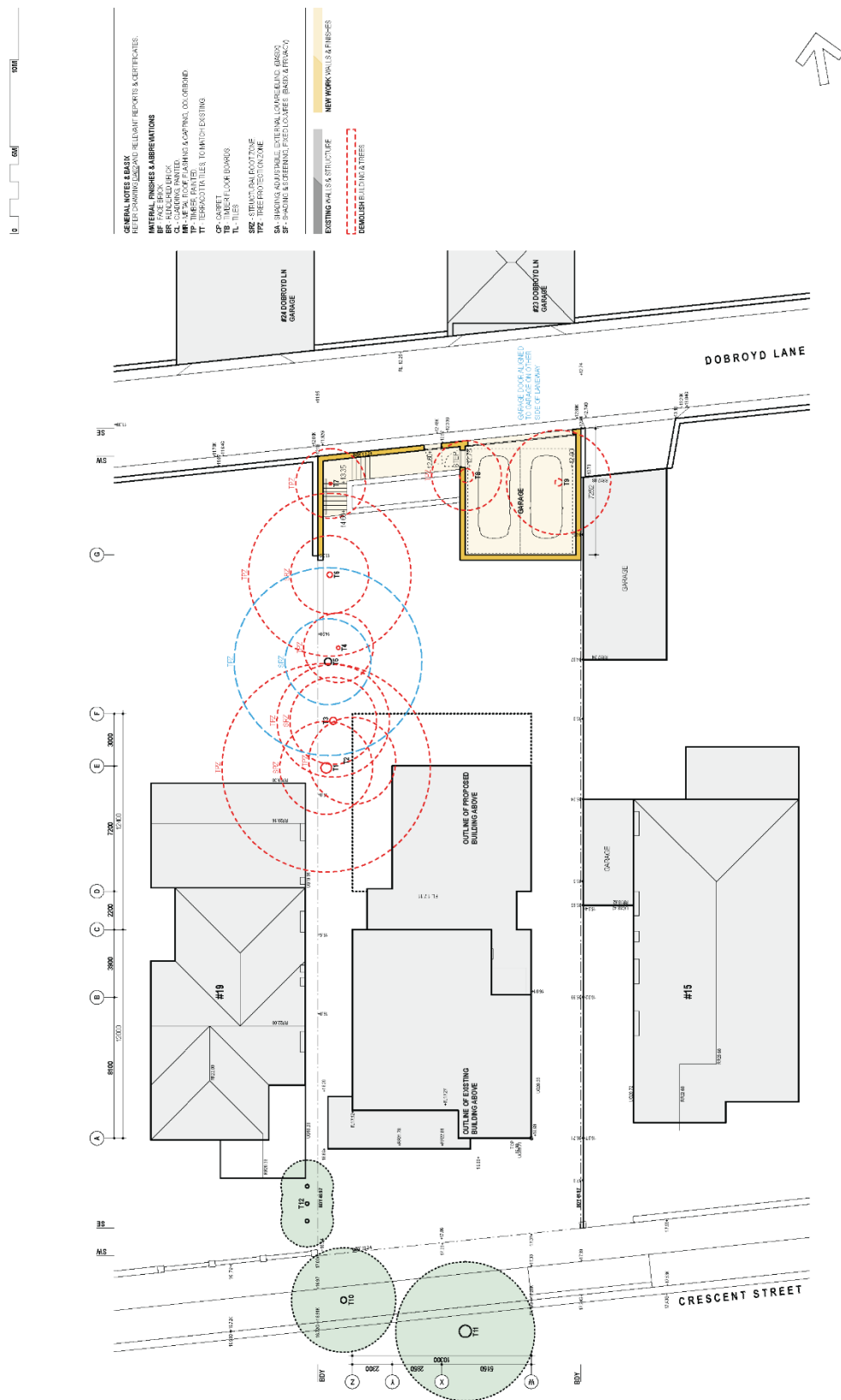
Enquiries relating to work safety and asbestos removal and disposal.

### Street Numbering

If any new street numbers or change to street numbers (this includes unit and shop numbers) are required, a separate application must be lodged with and approved by Council's GIS Team before being displayed.



## Attachment B – Plans of proposed development



**opd.**

**Rob Design Office**  
49 Shepherd Street  
Chippendale NSW 2008  
Tel: 02 9255 6565  
Fax: 02 92 88 1511  
rob@rdo.net.au  
www.rdo.net.au

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CRESCENT HOUSE

Address 17 CRESENT STREET, HABERFIELD

Dwg Title PLAN - LANEWAY LEVEL

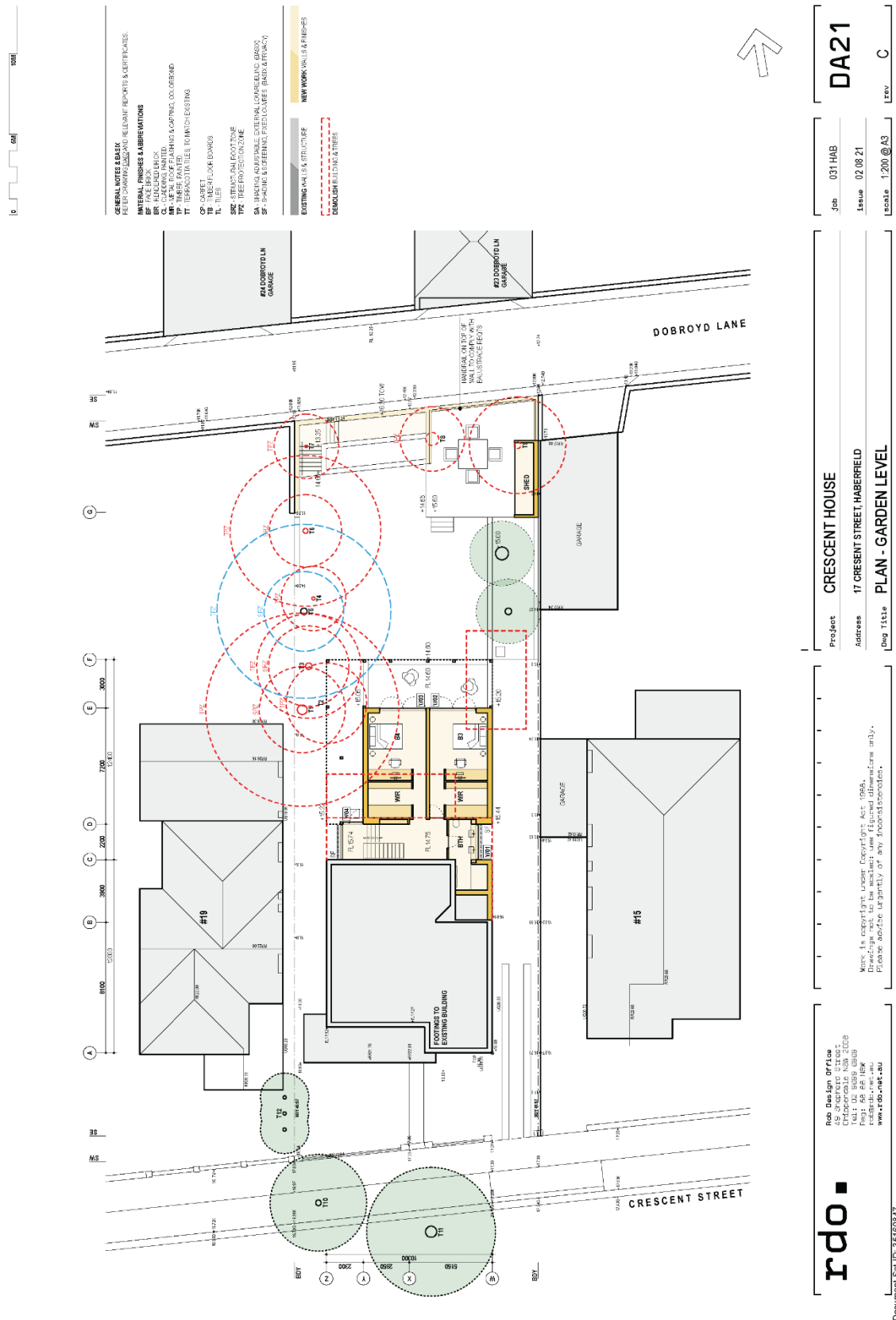
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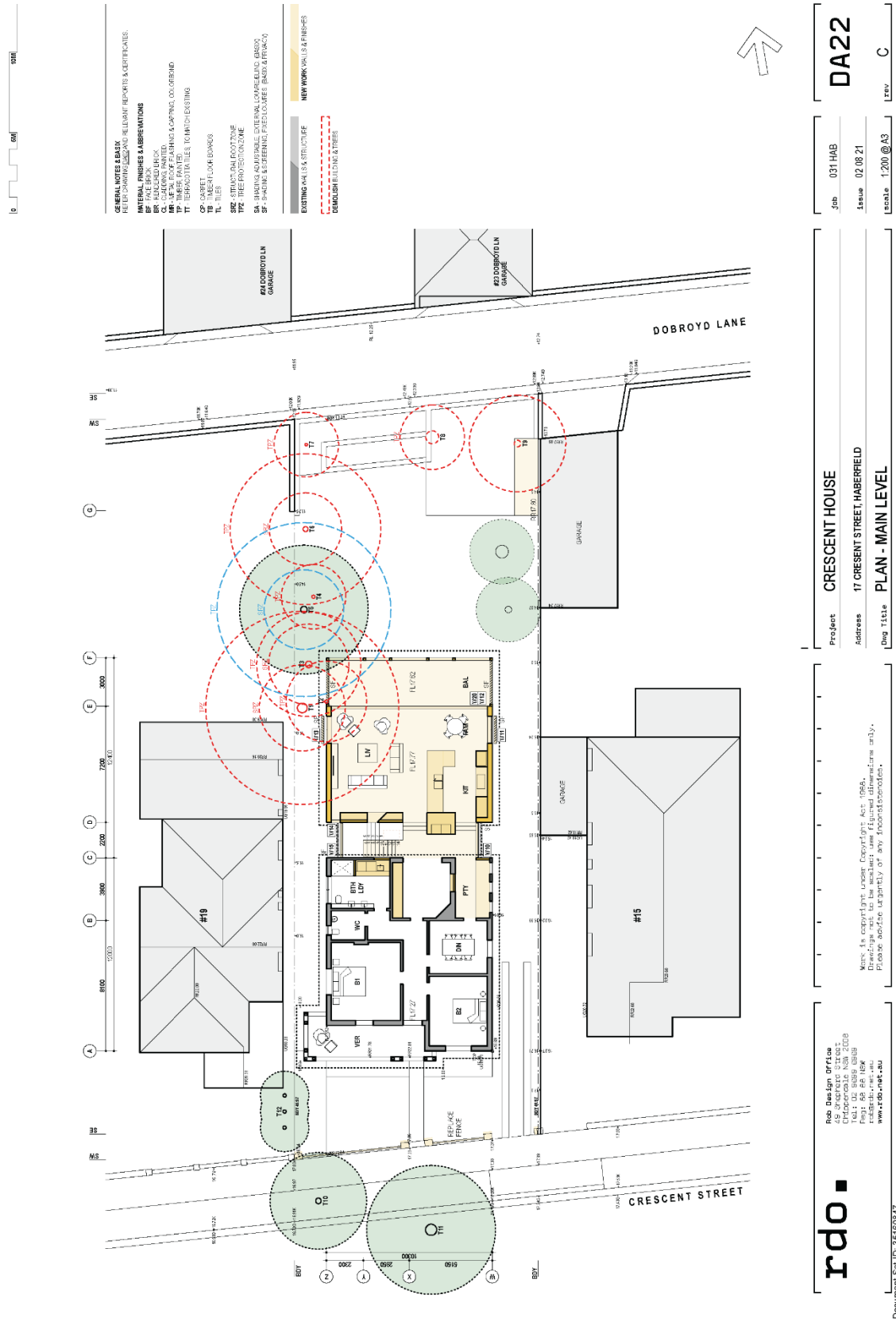
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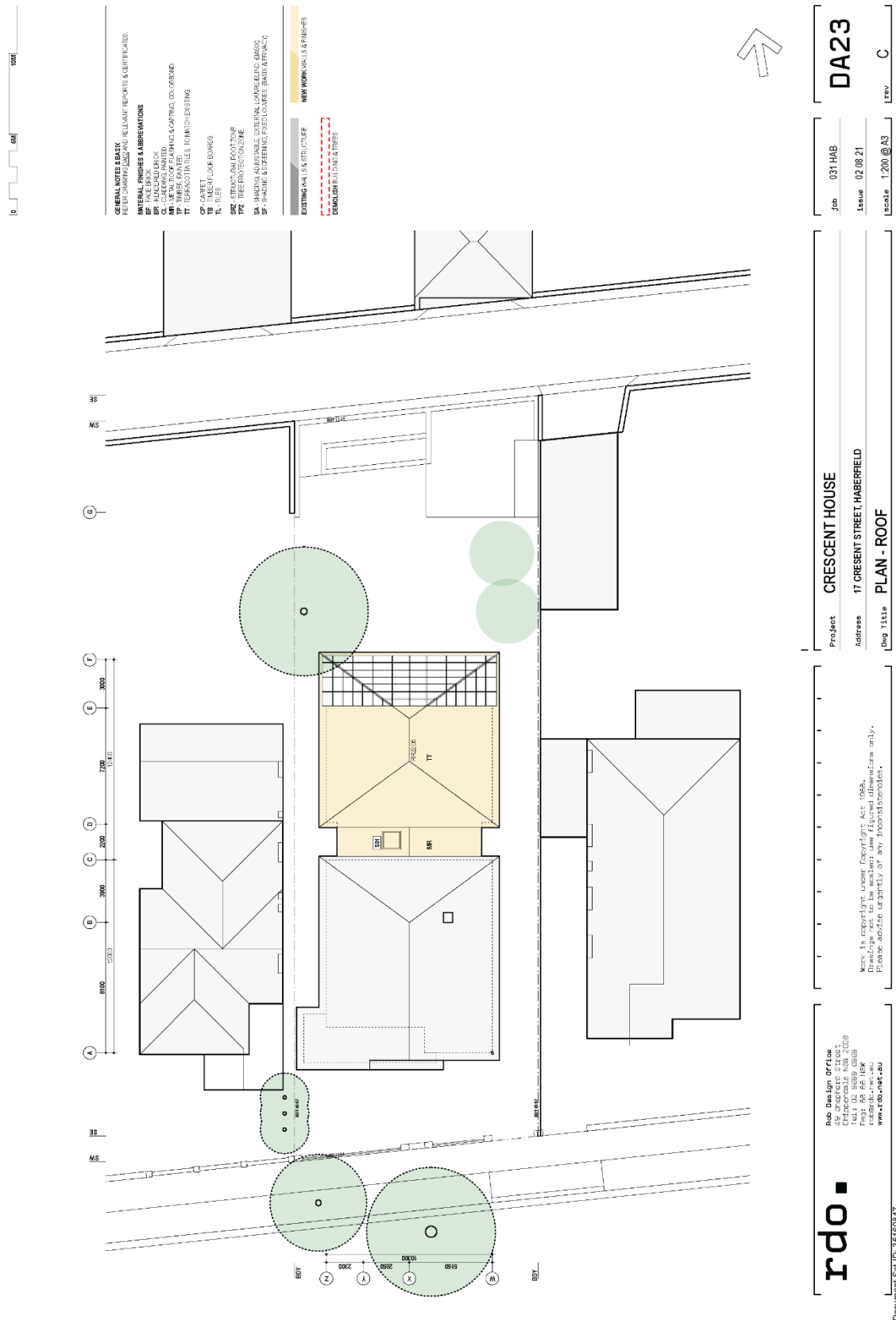
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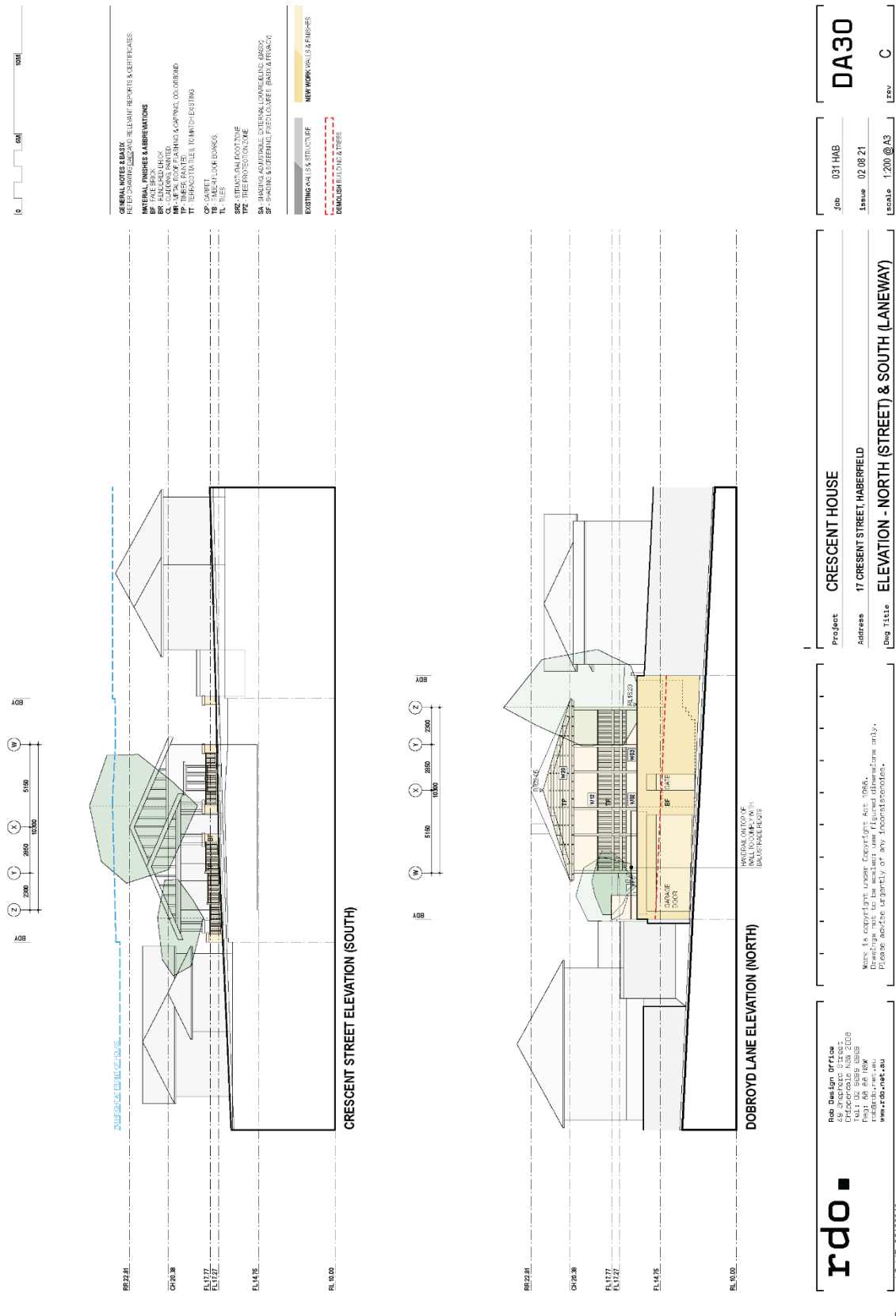
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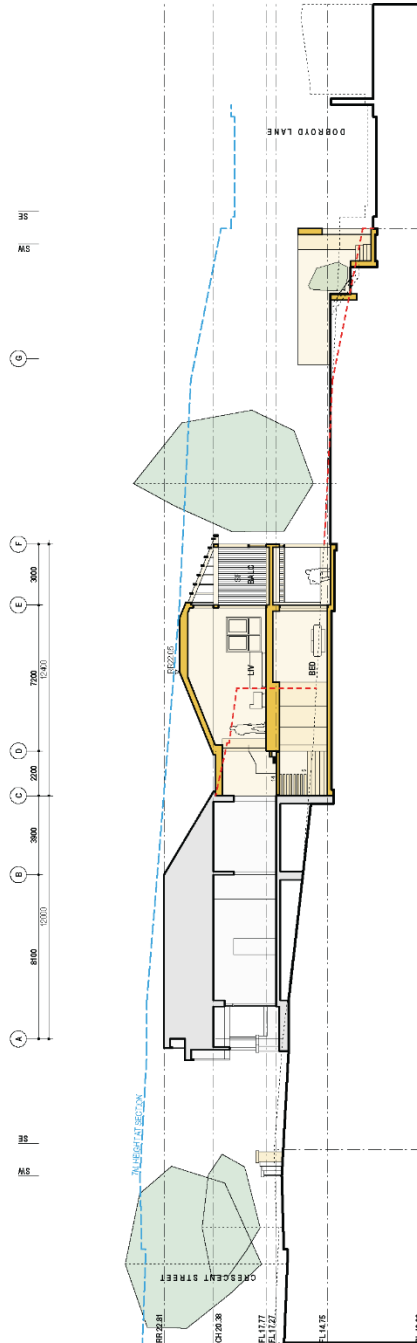
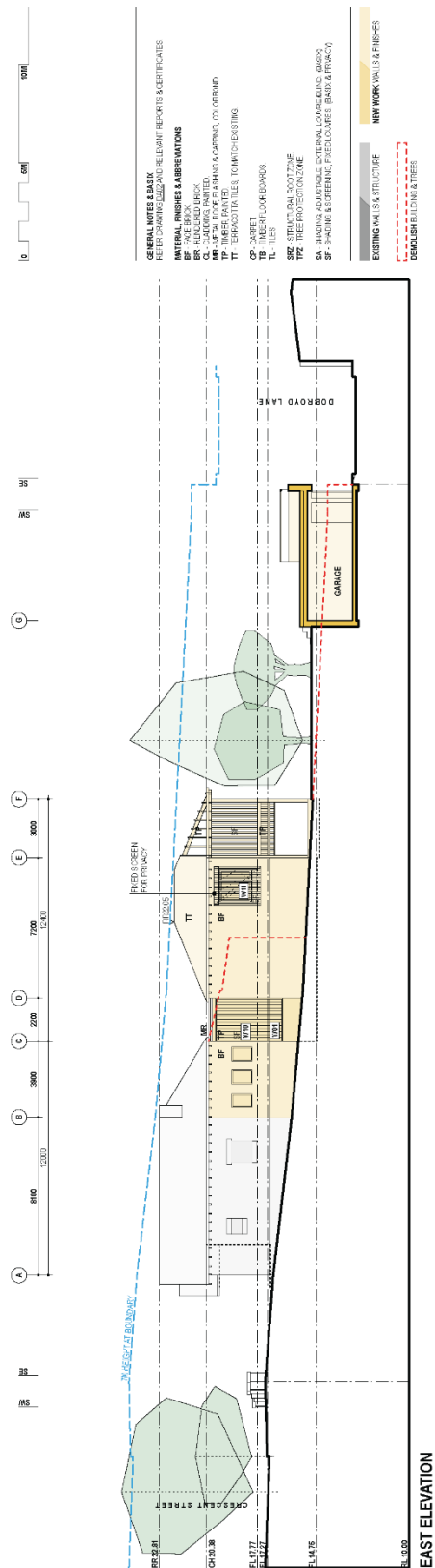
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Version: 1, Version Date: 04/08/2021

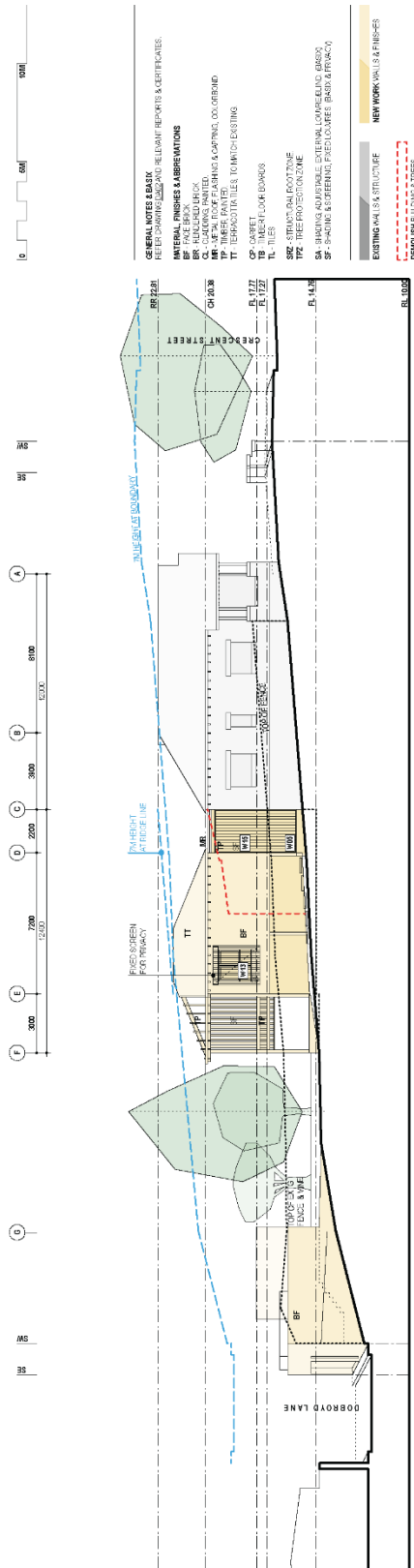












## BASIX COMMITMENTS

[illegible][illegible]

GLAZING REQUIREMENTS	
FRAME AND GLASS TYPE	GLASS TYPE: SINGLE CLEAR GLASS, UST 18-90-166
GLAZING	W/ VINT. VIT. EXTERNAL LOUVER BLIND (FIRE) W/ 30, 40, 41, 42 FRAME VARIATION / BALCONY > 300MM W/ EXTERNAL LOUVER BLIND (AUTOMATIC) W/ EXTERNAL LOUVER (FIRE) W/ EXTERNAL LOUVER BLIND > 750MM
BOLLARDS	1.30M EXTERNAL FRAME DOUVE / BRILL 43, SPECIES: MAJONE 1.30M EXTERNAL FRAME DOUVE / BRILL 43, SPECIES: MAJONE

**rdo.**

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Project	CRESCENT HOUSE
Address	17 CRESCENT STREET, HABERFIELD
Dwg Title	ELEVATION WEST

job

031 HAB

issue

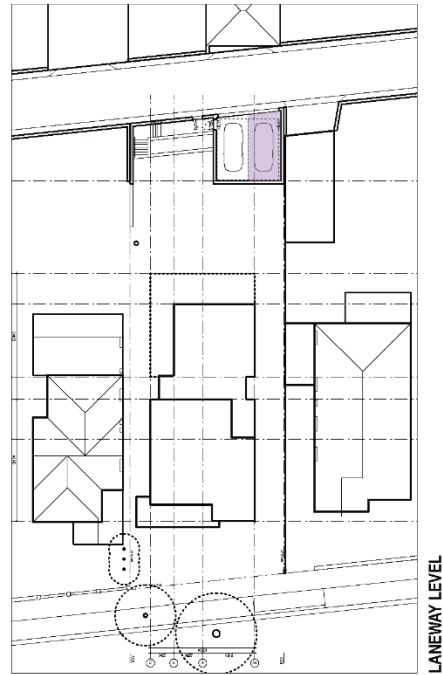
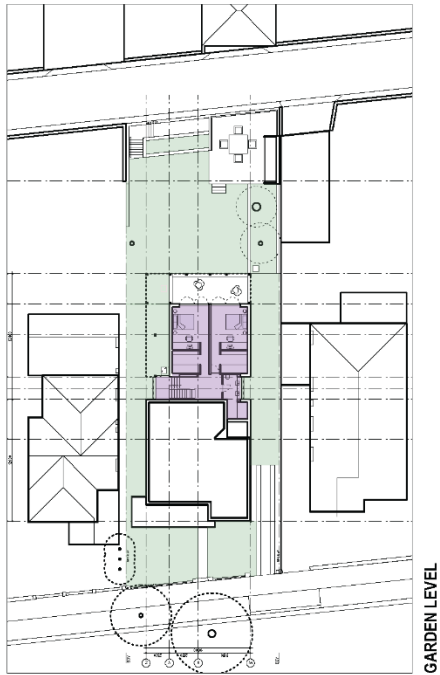
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scale

1200 @ A3

DA32

rev C



SITE AREA		186.7 SQM
FLOOR AREA		
ATC	0	
LANDING	74	
LOWER	22	
LANEWAY GARAGE	22	
TOTAL	128	
TOTAL		287 SQM
TOTAL		641.1 SQM
TOTAL		95.11% MAX
LANDSCAPE		
FRONT	68	
SIDE	103	
REAR	103	
TOTAL	274	
TOTAL		558 SQM
TOTAL		604.1 SQM
TOTAL		50% MAX



Job	031 HAB
Issue	02 08 21
Scale	1:200 @ A3
Rev	C

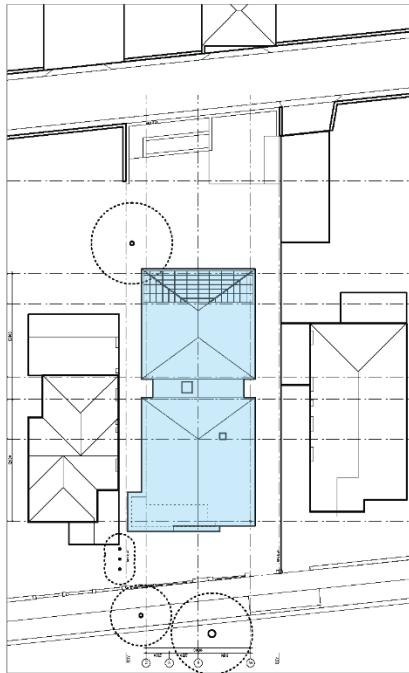
Project	CRESCENT HOUSE
Address	17 CRESCENT STREET, HABERFIELD
Long Title	AREA SUMMARY

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 Please refer to the relevant drawings for details of any construction.

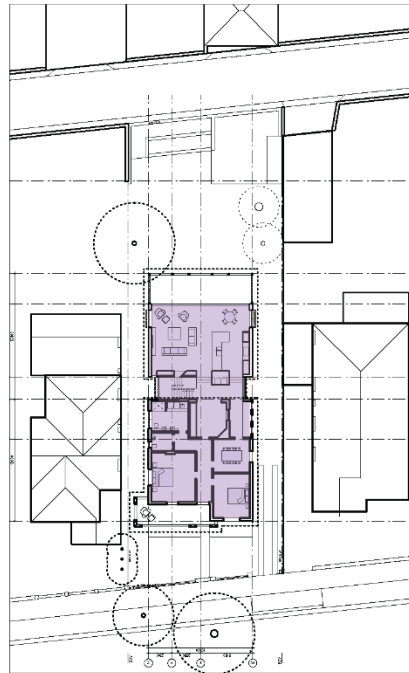
**rdo**  
 Red Design Office  
 45 Creswick Street  
 Cammerajack NSW 2009  
 Phone: 02 9550 1234  
 Email: info@rdo.com.au  
 www.rdo.com.au

Document Set ID: 35163853  
 Version: 1, Version Date: 04/08/2021





ROOF LEVEL



MAIN LEVEL

SITE AREA		186.7 SQM
FLOOR AREA		
ATTC	0	
LANDING	74	
LANDING GARAGE	22	
TOTAL	207 SQM	
	641.15 SQM	
LANDSCAPE		
FRONT	68	
REAR	133	
TOTAL	201 SQM	
	640.15 SQM	
	50% MIN	



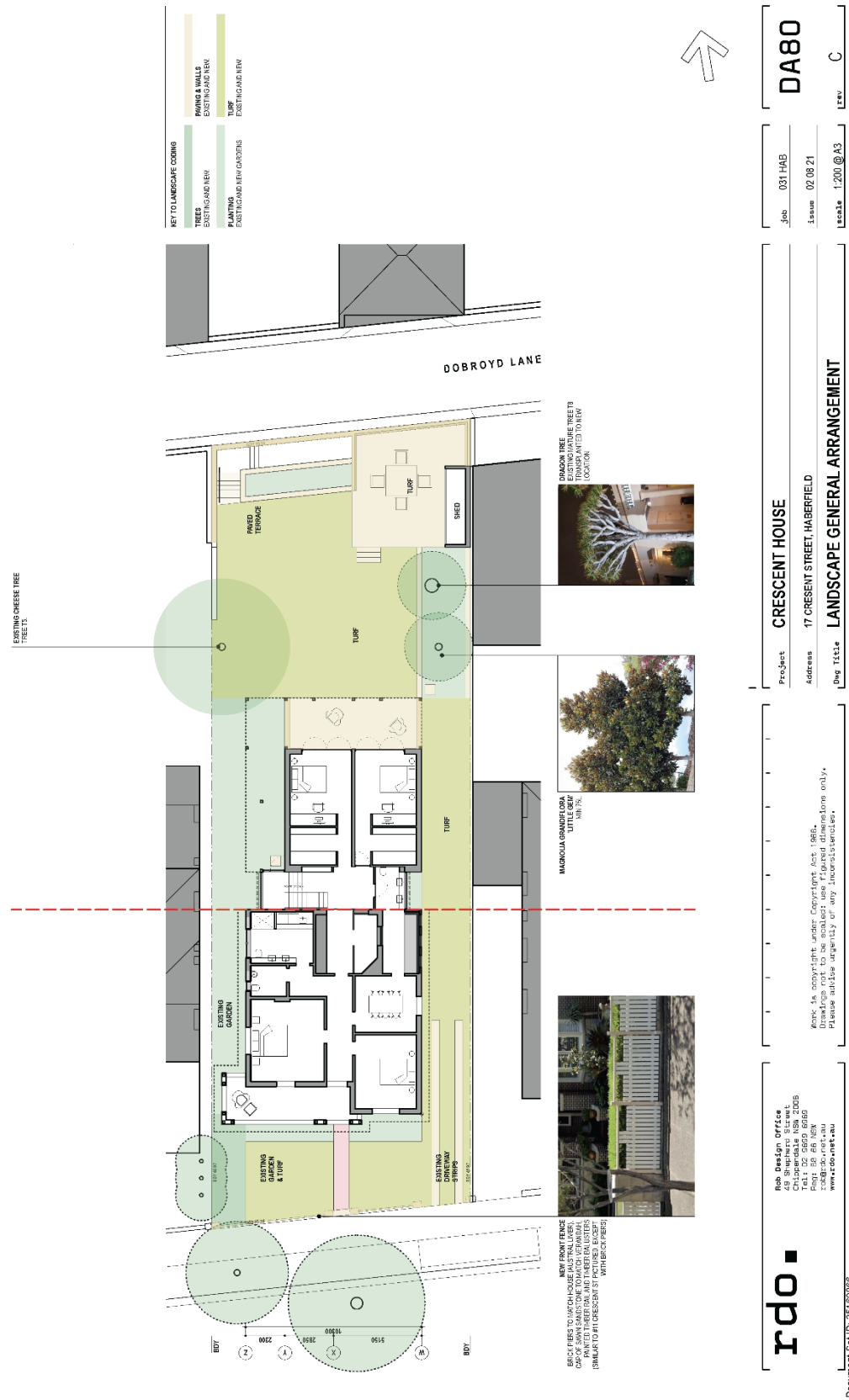
Job	031 HAB
Issue	02 08 21
Scale	1:200 @ A3
Rev	C

Project	CRESCENT HOUSE
Address	17 CRESCENT STREET, HABERFIELD
Long Title	AREA SUMMARY

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## VIEW LOSS ASSESSMENT STUDY - 19 CRESCENT STREET, HABERFIELD

### DA - ALTERATIONS AND ADDITIONS - 17 CRESCENT STREET, HABERFIELD

1. These submissions, including the images on the following pages, demonstrate that the proposed development at no 17 Crescent Street, Haberfield will not result in any view loss over the Iron Cove Bay and beyond by neighbouring properties to the rear.
2. It is the author's understanding that the residents of no 19 Crescent Street, Haberfield have expressed concern that the balcony edge of the proposed rear garage wall (**Garage Roof Terrace Balcony Wall**), extending above the proposed garage roof top terrace at 17 Crescent St, may obscure their views to the Iron Cove Bay. As demonstrated by the images below, this wall will not result in any view loss to 19 Crescent Street. No other part of the proposal has the potential to result in any view loss.
3. **Image 1** below shows:
  - a. **Blue Shading**: this shows the zone from within which any views over the Iron Cove Bay are possible from the rear of no. 19 Crescent Street to the Iron Cove and then only from the rear balcony (as per **Image 4** below), not the lower ground level (as per **Image 5**). This is the only zone from which 19 Crescent currently has any views to Iron Cove Bay. This demonstrates that, with the exception of the Garage Roof Terrace Balcony Wall, there is no proposed building work in this zone that could affect any available view;
  - b. **Green Shading**: This shows that there is no view to be lost from no. 19 Crescent because of the existing vegetation/trees along the shared boundary within this zone (see **Images 6 and 7** below). Even if this vegetation did not exist, there is no view to be lost because of the significant roof tops of the houses along Dobroyd Lane, including the roof top of 19 Dobroyd Lane (see **Image 2**) and the garage roof of 22 Dobroyd Lane (see **Image 3**). This demonstrates that there is no proposed building work in this zone that could affect any available view, other than the Garage Roof Terrace Balcony Wall;
  - c. **Orange Shading**: This shows that there is no view to be lost from no. 19 Crescent St to the side/east over Iron Cove Bay and that the proposed extension at 17 Crescent St will not obscure any available view from this angle (which is only of the neighbouring rear yards to the roof top of 19 Dobroyd Lane (see **Image 2** below); and
  - d. **Orange Arrow**: this line shows the view line from the east-most edge of the rear balcony of 19 Crescent Street to the roof ridge line of no 19 Dobroyd Lane. It demonstrates that from this angle, there is no view loss created by the proposed extension at 17 Crescent Street, because any view to the east of that point is:



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- i. obscured by the roof of no. 19 Dobroyd Lane – see **Image 2** below – taken from the balcony of no. 17 Crescent Street); and
- ii. to the rear yards of neighbouring properties.

4. The proposed Garage Roof Terrace Balcony Wall has been superimposed on **Image 4** to demonstrate that it will not cause or result in any view loss to 19 Crescent Street. Relevantly:

- a. The top of the Garage Roof Terrace Balcony Wall is **RL 16.2**.
- b. The top of the back fence to 19 Crescent Street is **RL 15.46**.
- c. The top of the roof to the garage at no 23 Dobroyd Lane (which stands in the background of the proposed Garage Roof Terrace Balcony Wall) is **RL 16.02**.
- d. The ridge line of the roof to no 22 Dobroyd Lane (which also stands in the background of the proposed Garage Roof Terrace Balcony Wall) is **RL 14.82**.

The above stated RLs are shown in the updated design drawings and survey included with this submission.

5. **Image 4** demonstrates that the Garage Roof Terrace Balcony Wall does not extend beyond the existing envelope of the improvements on 22 and 23 Dobroyd Lane, which currently obscure the views to the Iron Cove Bay from the rear of no. 19 Crescent Street.

This is also demonstrated by the **View Elevation Analysis (Images 9 to 13 below)**.

6. There is therefore no view loss to 19 Crescent Street caused by the proposed development at 17 Crescent Street. In fact, given that the proposal provides for the removal of a number of trees along the common boundary, the views to Iron Cove Bay from the rear of 19 Crescent Street are likely to be enhanced.

#### ***Tenacity Consulting v Warringah Council – 4 step test***

7. In the judgment of *Tenacity Consulting v Warringah Council (Tenacity)* the Court provided a four-step assessment process to be used when making planning decisions with respect to view sharing and whether or not view sharing is reasonable. In doing so, the Court also gave some helpful guidance as to what should be considered as part of each step of an assessment.

8. The application of this 4 step assessment process to the proposed development at 17 Crescent Street, Haberfield demonstrates that there is no basis on which to refuse the application due to any alleged view loss. In fact, there will be no view loss resulting from the proposal, as demonstrated by this submission.

9. The 4-step *Tenacity* assessment applied to the proposal is set out immediately below:

Steps	Principles	Proposal
1	<b>Step One – Assessment of the views to be affected.</b>	<p>The only views that could be affected are water views across the Iron Cove Bay and land vistas beyond from within the blue and green shaded areas in <b>Image 1</b> below.</p> <p>However, the only part of the proposed development in these zones is the Garage Roof Terrace Balcony Wall.</p> <p>As demonstrated by <b>Image 4</b> below which superimposes the wall onto a photo showing the view from the rear of 19 Crescent Street, the wall will not obscure the existing view enjoyed by 19 Crescent St as it will sit within the envelope of the existing improvements on other properties beyond. See also the <b>View Elevation Analysis (Images 9 to 13 below)</b> evidencing that there is no view loss.</p> <p>Accordingly, this part of the Tenacity test is met/satisfied by the proposal.</p>
2	<b>Step Two – Consideration from what part of the property the views are obtained.</b>	<p>The views over Iron Cove Bay from 19 Crescent Street are obtained from the rear balcony of 19 Crescent Street (see <b>Images 4 and 5</b> below) and then only from within the blue and green shaded area in <b>Image 1</b>. The only part of the proposed development in this zone is the Garage Roof Terrace Balcony Wall – potentially affecting a view to the side boundary (not rear or front boundary) and across the rear of the shared side boundary.</p> <p>While there are currently no views enjoyed by 19 Crescent Street from within the Green and Orange shaded areas in <b>Image 1</b>, if they did exist, they would:</p>



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		<p>(i) In the green shaded area: be views across the side boundary to the roof tops of the buildings on Dobroyd Lane (see <b>Image 2</b>) and only be impacted by the Garage Roof Terrace Balcony Wall (and which sits within the envelope of the existing improvements beyond).</p> <p>(ii) In the orange shaded area: be views across the side boundary to the roof tops and yards of neighbouring properties (see <b>Image 2</b> below).</p> <p>Accordingly, this part of the Tenacity test is met/satisfied by the proposal.</p>
3	<b>Step Three – Assessment of the extent of the impact.</b>	<p>As demonstrated by the Blue, Green and Orange shading in <b>Image 1</b>, the only part of the proposal that could impact any water or vista views enjoyed from the rear of 19 Crescent Street is the Garage Roof Terrace Balcony Wall.</p> <p>As demonstrated by <b>Image 4 and the View Elevation Analysis (Images 9 to 13</b> below), this wall sits within the envelope of the existing improvements beyond.</p> <p>There is therefore no impact on views. Accordingly, this part of the Tenacity test is met/satisfied by the proposal.</p>
4	<b>Step Four – Assessment of the reasonableness of the proposal that is causing the impact.</b>	<p>The only part of the proposed development that could impact the views enjoyed by 19 Crescent Street is the Garage Roof Terrace Balcony Wall.</p> <p>This wall complies with all planning controls and does not result in any view loss.</p> <p>Accordingly, this part of the Tenacity test is met/satisfied by the proposal.</p>



Image 1



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**Image 1** above shows:

- a. the outline of the proposed extension at 17 Crescent Street in transparent yellow with red perimeter line.
- b. **Blue Shading:** this shows the zone from within which any views over the Iron Cove Bay are possible from the rear of no. 19 Crescent Street to the Iron Cove and then only from the rear balcony (as per Image 4 below) not lower ground level (as per Image 5). This is the only zone from which 19 Crescent currently has any views to Iron Cove Bay. This demonstrates that, with the exception of the Garage Roof Terrace Balcony Wall, there is no proposed building work in this zone that could affect any available view;
- c. **Green Shading:** This shows that there is no view to be lost from no. 19 Crescent because of the existing vegetation/trees along the shared boundary within this zone (see Images 6 and 7 below). Even if this vegetation did not exist, there is no view to be lost because of the significant roof tops of the houses along Dobroyd Lane, including the roof top of 19 Dobroyd Lane (see Image 2) and the garage roof of 22 Dobroyd Lane (see Image 3). This demonstrates that there is no proposed building work in this zone that could affect any available view, other than the Garage Roof Terrace Balcony Wall;
- d. **Orange Shading:** This shows that there is no view to be lost from no. 19 Crescent St to the side/east over Iron Cove Bay and that the proposed extension at 17 Crescent St will not obscure any available view from this angle (which is only of the neighbouring rear yards to the roof top of 19 Dobroyd Lane (see Image 2 below); and
- e. **Orange Arrow:** this line shows the view line from the east-most edge of the rear balcony of 19 Crescent Street to the roof ridge line of no 19 Dobroyd Lane. It demonstrates that from this angle, there is no view loss created by the proposed extension at 17 Crescent Street, because any view to the east of that point is:
  - i. obscured by the roof of no. 19 Dobroyd Lane – see Image 2 below – taken from the balcony of no. 17 Crescent Street); and
  - ii. to the rear yards of neighbouring properties.

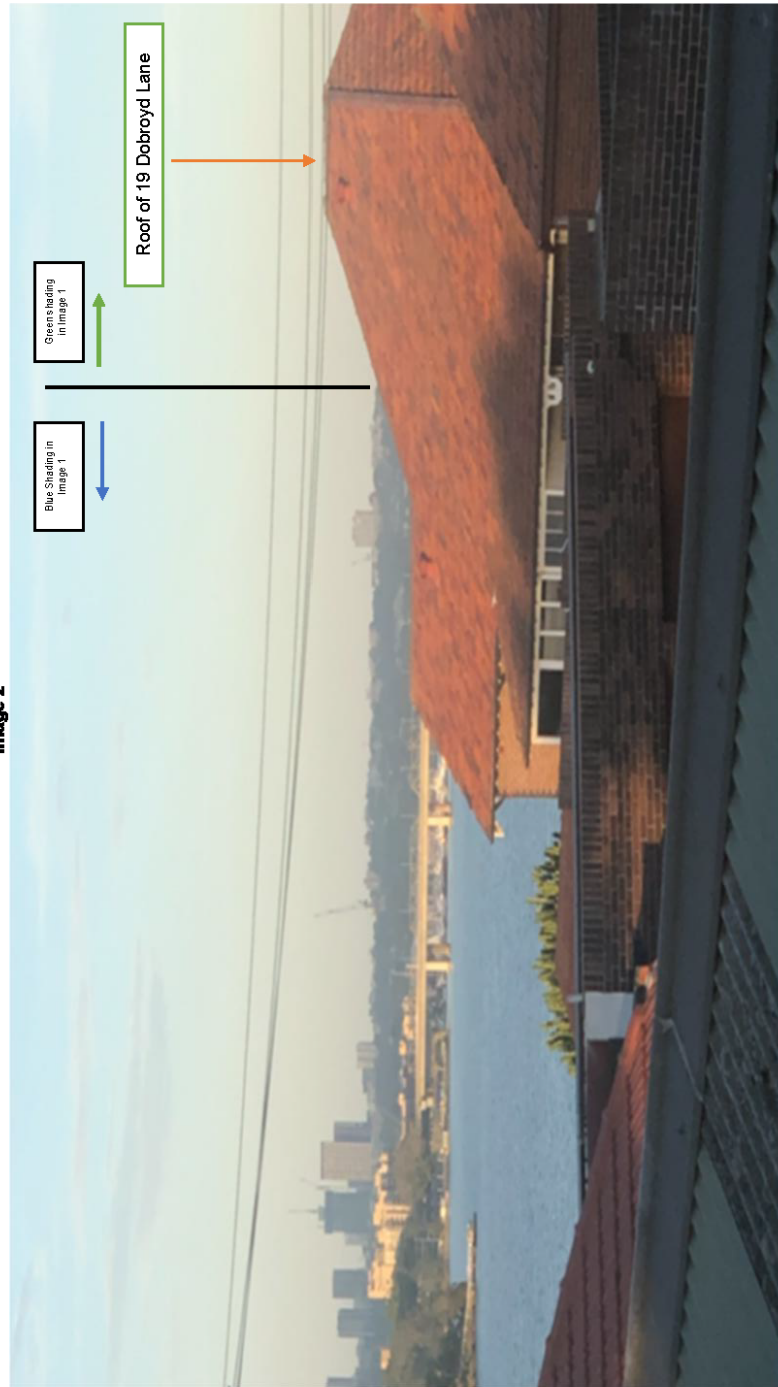


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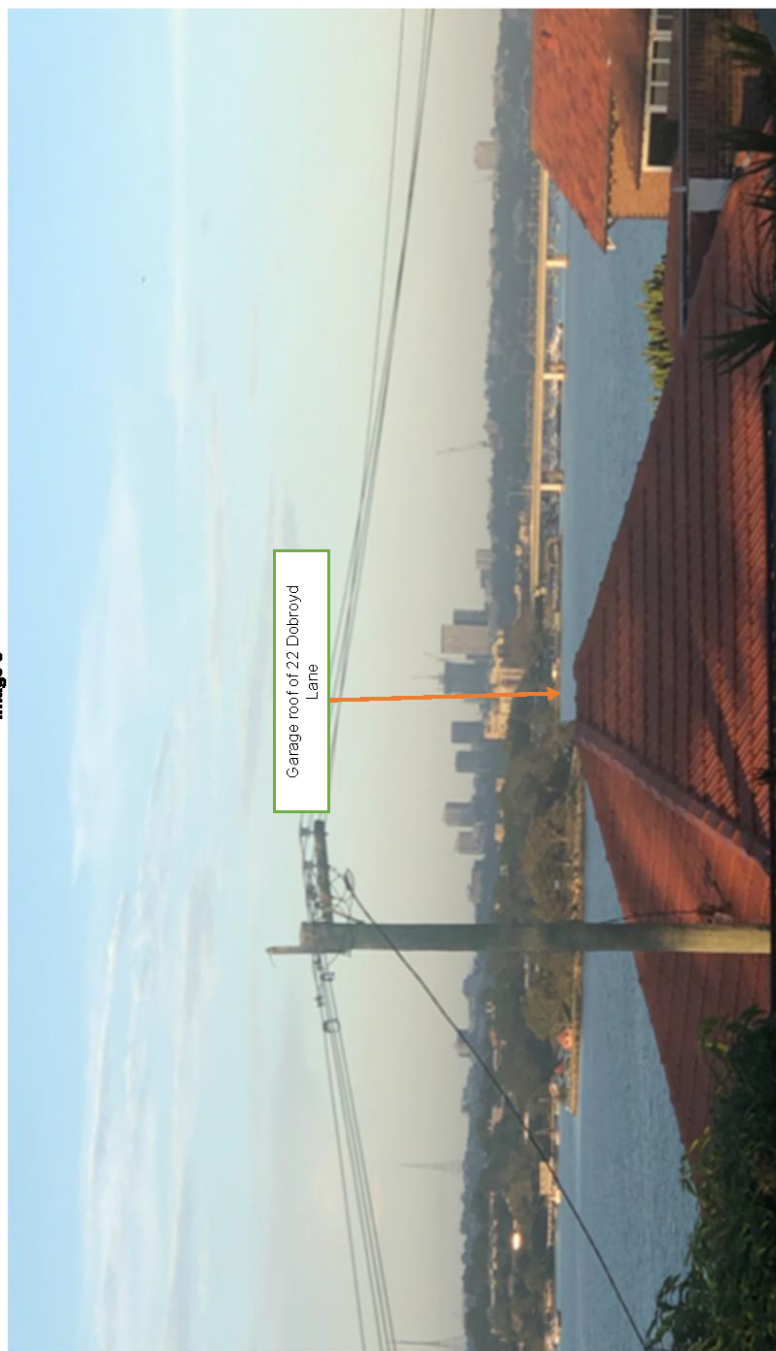


Image 2



**Image 2.** The above image shows the roof of 19 Dobroyd Lane taken from the balcony of no 17 Crescent Street. The balcony at 19 Crescent St (RL 17) is lower than the balcony level of 17 Crescent Street (RL 17.11), such that its view would be affected at a greater extent by the roof of 19 Dobroyd Lane.

**Image 3**



**Image 3:** The above image shows the roof of the garage at no. 22 Dobroyd Lane, taken from the balcony of no 17 Crescent Street.

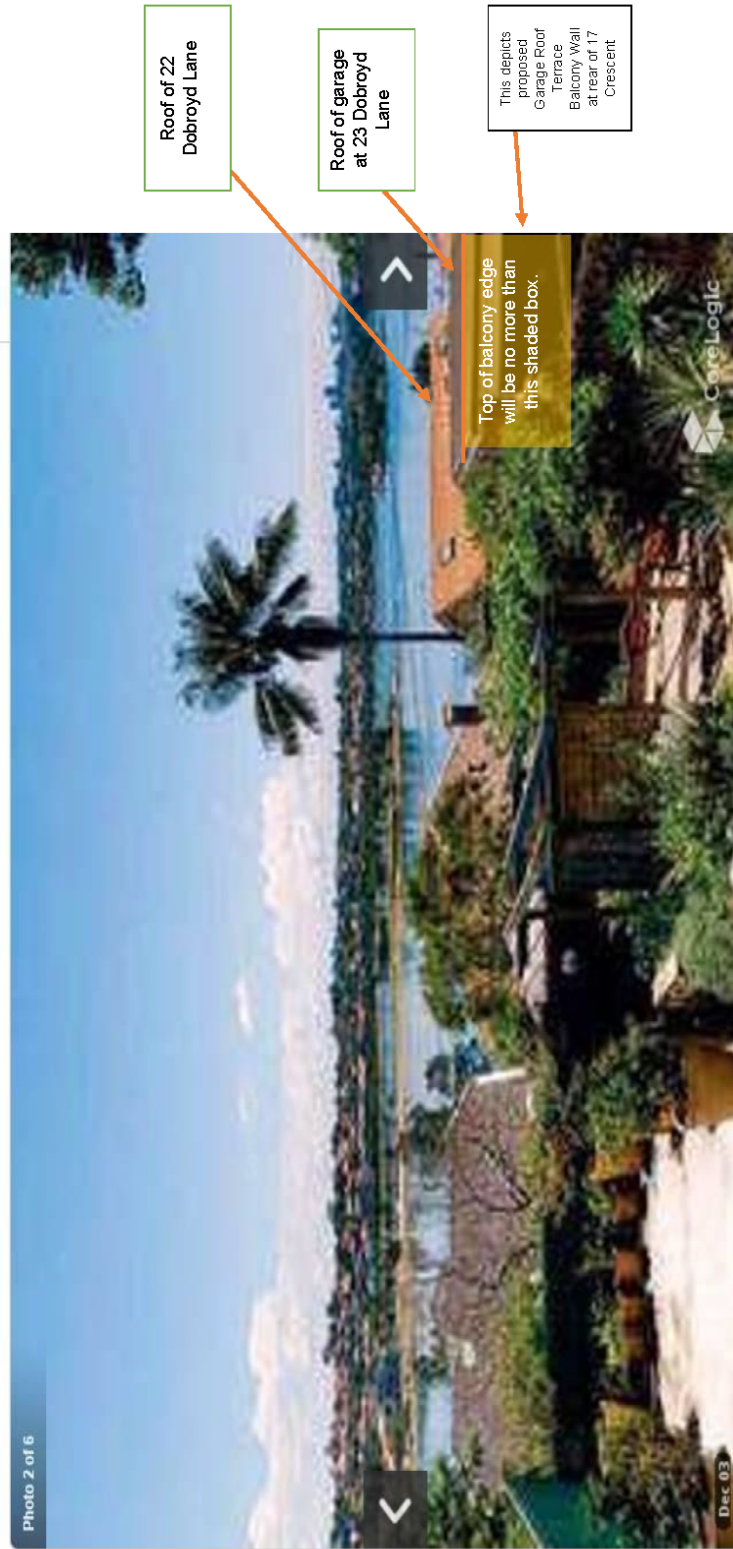
The orange line in Image 1 above cuts through this roof, such that the view from the edge of the balcony at no 19 Crescent Street is already obscured by this roof.



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Image 4



1. **Image 4:** The above image was sourced from the photos available on RP Data (taken in approx. 2004). It appears to have been taken from the rear deck of 19 Crescent Street. The image shows the view from the rear of 19 Crescent Street and **the view within the blue shaded zone in Image 1 above**.
2. The gold shaded box to the right shows the top of the balcony edge wall above the new garage to the rear of 17 Crescent Street (with the garage of no. 23 Dobroyd Lane visible in the background of the gold shaded box). It demonstrates that the balcony edge wall will not result in any view loss from the rear balcony of 19 Crescent Street, because its height will be no greater than the roof of the existing garage of no 23 Dobroyd Lane and the ridge line of no 22 Dobroyd Lane).



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Image 5



**Image 5:** The above image is from yard level of no 19 Crescent Street as taken in 2004. This demonstrates no view loss from this level (noting that the top of the rear garage wall proposed to no. 17 Crescent St, including balcony edge, will be lower than the top of the boundary fence). It also shows trees to shared boundary which are now (17 years later) much more dense.

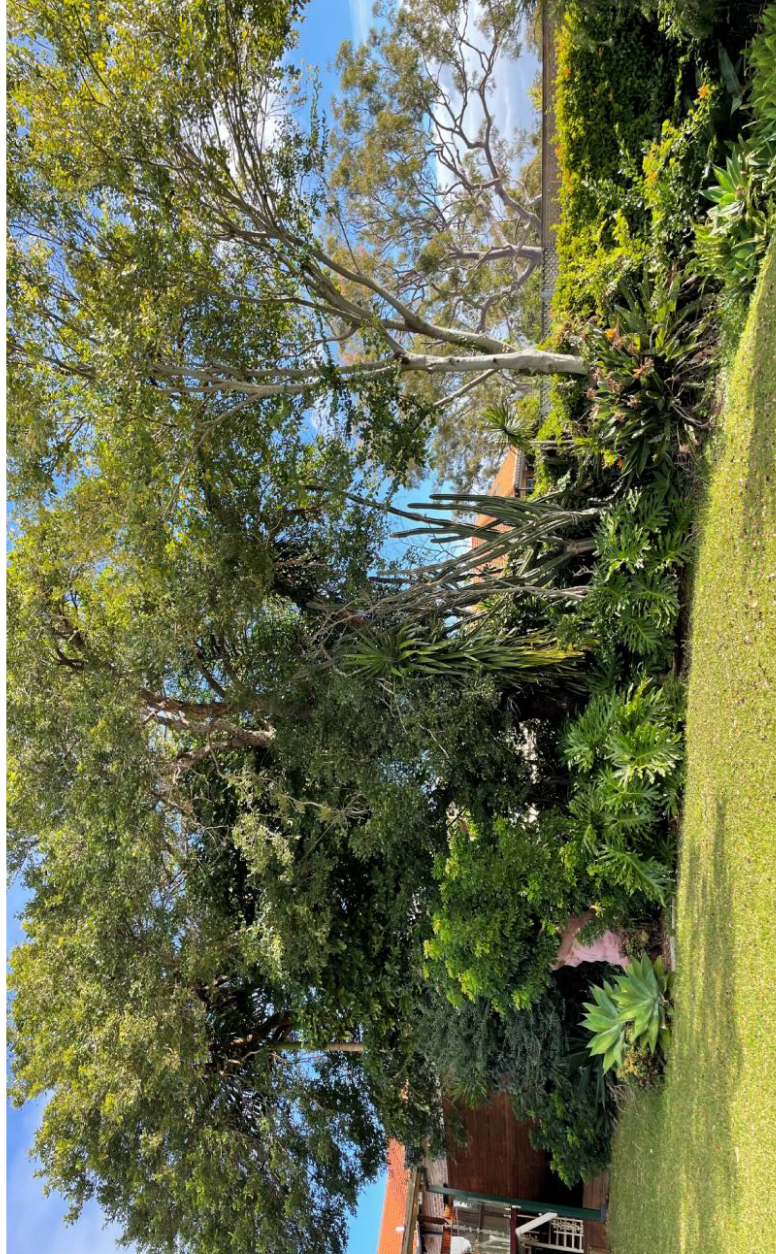


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Image 6



**Image 6:** this image is taken from the rear of 17 Crescent Street looking back towards 19 to 25 Crescent Street. It shows the significant vegetation/trees along the shared boundary (and being within the green shaded area in Image 1). The back of no 19 Crescent Street is not visible.



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Image 7



**Image 7** above shows the common boundary between 17 and 19 Crescent Street along the rear of the properties.



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Image 8



**Image 8** above shows the view to the side (taken from 17 Crescent St/19 Crescent St boundary) looking east.

It essentially shows the view in the orange shaded area in Image 1 (orange arrow to the right) and green shaded area in Image 2 (green arrow to the left).



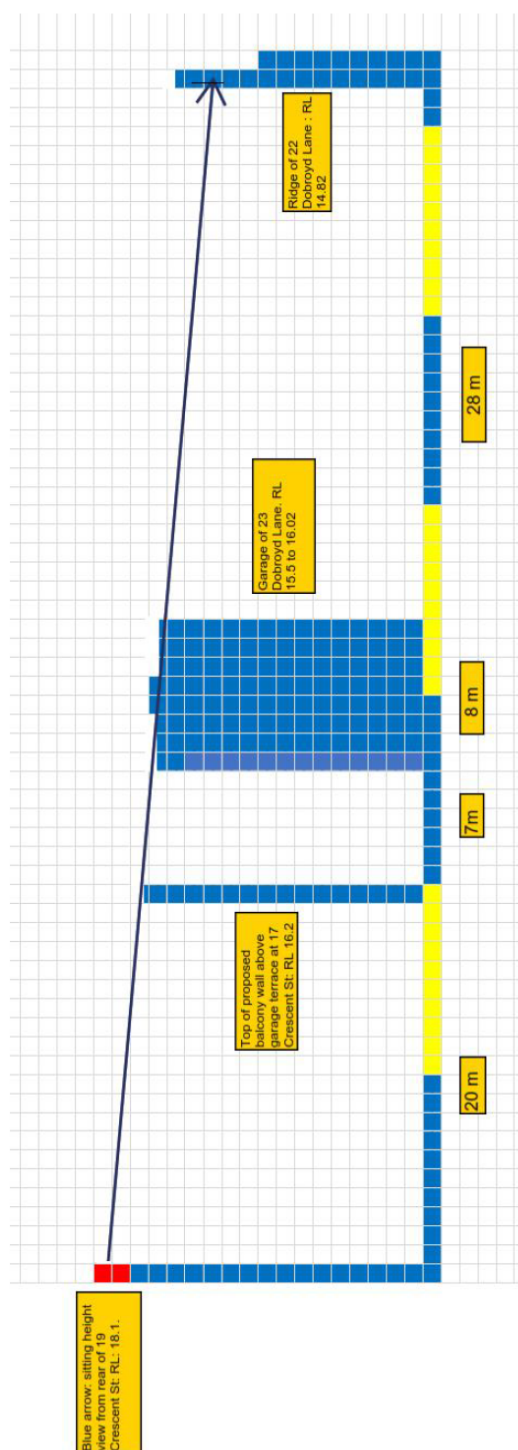
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### VIEW ELEVATION ANALYSIS

**Image 9:** The following image shows that the proposed garage wall along the rear boundary of 17 Crescent Street creates no view loss from the rear of 19 Crescent Street because any view to the Iron Cove Bay is already obscured by the improvements beyond the wall to the north and towards the Iron Cove Bay, primarily the garage of 23 Dobroyd Lane and the roof of 22 Dobroyd Lane. The sight line from 19 Crescent St is taken at approx. 18m which is conservatively low,, noting that the RL of the balcony is over RL 17).



All of the above dimensions have been taken from Six Maps, as verified by the images below, including:

1. Image 10 – distance from back balcony of 19 Crescent St to rear boundary of 17 Crescent St = 20m;
2. Image 11 – distance from rear boundary of 17 Crescent St to garage edge of 23 Dobroyd Lane = 7m;
3. Image 12 – length of garage of 23 Dobroyd Lane = 8m;
4. Image 13 – distance from rear of 19 Crescent Street balcony to ridge of roof at 22 Dobroyd Lane = 63m.



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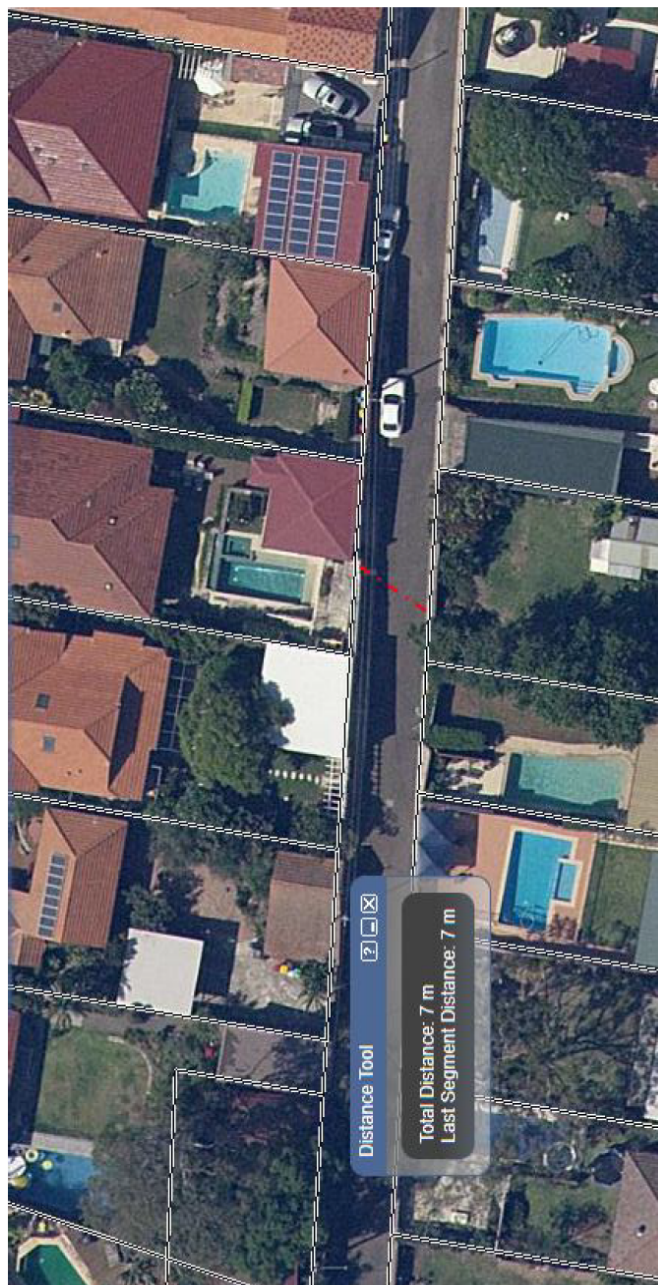
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**Image 10:** The following image shows distance from back balcony of 19 Crescent St to rear boundary of 17 Crescent St is 20m



**Image 11:** The following image shows distance from rear boundary of 17 Crescent St to garage of 23 Dobroyd Lane is 7m (following the angle from which the Iron Cove Bay is viewed from the rear of 19 Crescent St):



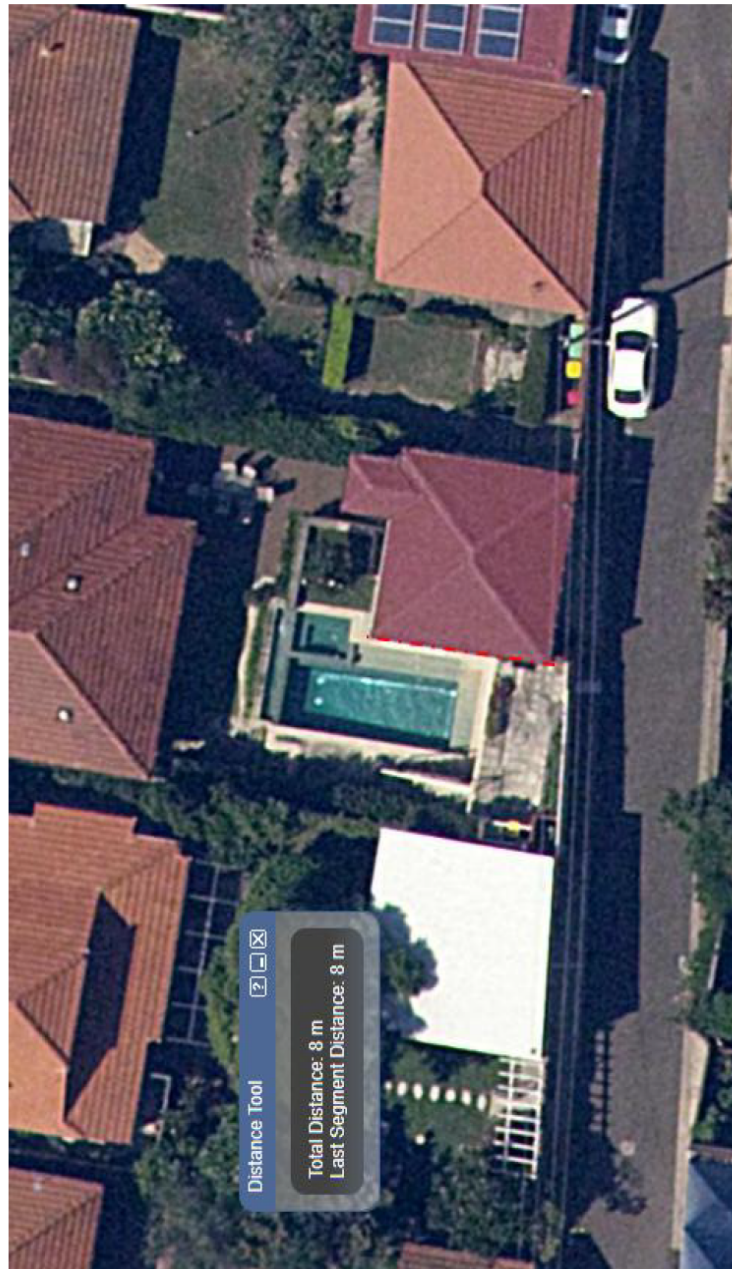
**Image 12:** this image shows that the length of the garage of 23 Dobroyd Lane is 8m (and notably it would be more at the angle from which it is viewed from the rear of 19 Crescent St):



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**Image 13:** this image shows that the distance from rear of 19 Crescent Street balcony to ridge of roof at 22 Dobroyd Lane is 63m



## Attachment C- Clause 4.6 Exception to Development Standards



May 2021

Inner West Council

**Re: 17 CRESCENT STREET , HABERFIELD.**

**Submission under Clause 4.6 of Ashfield LEP 2013.**

Clause 6.5 of Ashfield LEP 2013 states:

**6.5 Development on land in Haberfield Heritage Conservation Area**

(1) *The objective of this clause is to maintain the single storey appearance of dwellings in the Haberfield Heritage Conservation Area.*

(2) *This clause applies to land identified as "C42" on the Heritage Map.*

(3) *Development consent must not be granted to development for the purpose of a dwelling house on land to which this clause applies unless the consent authority is satisfied that:*

(a) *if the development involves an existing building:*

(i) *the gross floor area above the existing ground floor level will not exceed the gross floor area of the existing roof space, and*

(ii) *the gross floor area below the existing ground floor level will not exceed 25% of the gross floor area of the existing ground floor, and*

(b) *the development will not involve excavation in excess of 3 metres below ground level (existing), and*

(c) *the development will not involve the installation of dormer or gabled windows, and*

(d) *at least 50% of the site will be landscaped area.*

**Draft Inner West LEP 2020**

The draft LEP submitted to the Department includes the following clause.

**6.10 Development on land in Haberfield Heritage Conservation Area**

(1) *The objective of this clause is to maintain the single storey appearance of dwellings in the Haberfield Heritage Conservation Area.*

(2) *This clause applies to land identified as "C-12-42" on the Heritage Map.*

(3) *Development consent must not be granted to development for the purpose of alterations and /or additions to an existing dwelling house on land to which this clause applies unless the consent authority is satisfied that:*

(a) *if the development involves alterations or additions above the ground floor level of the existing dwelling:*

(i) *the development will be contained entirely within the roof space of the dwelling; and*

(ii) *the development will not involve the installation of dormer or gabled windows; and/or*



(b) if the development involves alterations or additions below the existing ground floor level of the dwelling:

(i) the floor area below the existing ground floor level will not exceed 25% of the gross floor area of the existing ground floor; and

ii) the development will not involve excavation in excess of 3 metres below the existing ground floor level of the dwelling; and

(c) at least 50% of the site will be landscaped area.

The construction of the clause in the draft LEP is slightly different from the current Ashfield LEP. However, the relevant sub-clause (highlighted) is the same.

As part of the preliminary discussions with Council, it has been requested that a submission under Clause 4.6 of Ashfield LEP 2013 should be provided, presumably on the basis that the proposal does not comply with the 25% standard in clause 6.5(3)(a)(ii).

The sub-clauses that apply to the floor area below the existing ground floor level is open to at least two interpretations. It has been my practise to apply this clause to the floor area below the existing ground floor level that sits **within the footprint of the existing ground floor level**. The proposal does not have any floor area within the footprint below the ground floor level of the existing house. Hence, in my opinion a submission under clause 4.6 is not required.

However, Council's request indicates that they interpret the clause as applying to the floor area that is **lower** than the existing ground floor level and it is not limited to the floor area that sits within the footprint of the existing ground floor level.

It should be noted that:

1. The area of the ground floor of the existing house (without additions) is 115m<sup>2</sup> (including the enclosed kitchen and sunroom area). The area of the lower level of the pavilion addition will be 74m<sup>2</sup>. This will be 61% of the floor area of the ground floor level of the existing house.
2. The area of the ground floor of the proposed house (with the pavilion addition) is 191m<sup>2</sup>. The area of the lower level of the pavilion addition will be 74m<sup>2</sup>. This will be 39% of the floor area of the proposed ground floor level.
3. The lower ground floor is not visible from any public place.
4. The proposed lower level will not impact upon the existing sandstone foundations; and
5. The objectives of Clause 6.5(1) are satisfied in that the development maintains a single storey appearance and will enhance the garden setting of the property.

NOTE: The proposal DOES comply with clause 6.5(3)(b). The small amount of excavation (up to 1m) to provide a new floor level for the lower level bedrooms is no more than 3m below the existing ground floor level of the house.

**Criteria**

Clause 4.6 allows consent to be granted for development that would contravene a development standard if

- the applicant has made a written request seeking to justify the contravention and
- the consent authority is satisfied that the written request has adequately addressed the matters required to be addressed by subclause (3); that is
  - (3)(a) *that compliance with the development standard is unreasonable or unnecessary in the circumstances of the case, and*
  - (b) *that there are sufficient environmental planning grounds to justify contravening the development standard and*
- the consent authority is satisfied that
  - (4)(a)(ii) *the proposed development will be in the public interest because it is consistent with the objectives of the particular standard and the objectives for development within the zone in which the development is proposed to be carried out, and*
- the concurrence of the Director-General has been obtained.

In the decision of *Wehbe v Pittwater Council* [2007] NSWLEC 827, Chief Justice Preston outlined the rationale for development standards and the ways by which a standard might be considered unnecessary and/or unreasonable. At paragraph 43 of his decision Preston CJ noted:

*The rationale is that development standards are not ends in themselves but means of achieving ends. The ends are environmental or planning objectives. Compliance with a development standard is fixed as the usual means by which the relevant environmental or planning objective is able to be achieved. However, if the proposed development proffers an alternative means of achieving the objective, strict compliance with the standard would be unnecessary (it is achieved anyway) and unreasonable (no purpose would be served).*

The judgment in *Wehbe* identified five ways of establishing under *State Environmental Planning Policy No. 1 – Development Standards* (SEPP 1) that compliance is unreasonable or unnecessary. Subsequent cases including *Initial Action Pty Ltd v Woollahra Council* [2018] NSWLEC 118 have confirmed that these ways are equally applicable under the clause 4.6 regime.

The 5 matters to consider are whether:

1. *The objectives of the development standard are achieved notwithstanding non-compliance with the standard.*
2. *The objective is not relevant to the development.*
3. *The objective would be defeated or thwarted if compliance was required.*
4. *The development standard has been virtually abandoned or destroyed by the Council's own actions in granting consents departing from the standard.*
5. *The zoning of the land is unreasonable or inappropriate.*

These 5 matters are discussed below.

### 1 The objective of the development standard

The objective in clause 6.5 is:

- (1) *The objective of this clause is to maintain the single storey appearance of dwellings in the Haberfield Heritage Conservation Area.*

This objective is considered to be satisfied because:

- The test in this clause is to **maintain** the single storey appearance of dwellings. The proposal will maintain the single storey appearance of the existing house. The house is mainly viewed from Crescent Street and that presentation will be largely unchanged. The view comparison (DA72) shows the pavilion addition at the same level as the existing floor level of the existing house.
- There are no windows or doors along the lower level visible from a public space or street;
- There are no new windows or doors along the sides of the lower level;
- The rear elevation is not visible from the front of the property; and
- The rear elevation is not visible from the rear lane of the property, noting that the lane/street level is approximately 3m lower than the finished lower level.

2. *The objective is not relevant to the development.*

This contention is not applicable to the proposal.

3. *The objective would be defeated or thwarted if compliance was required.*

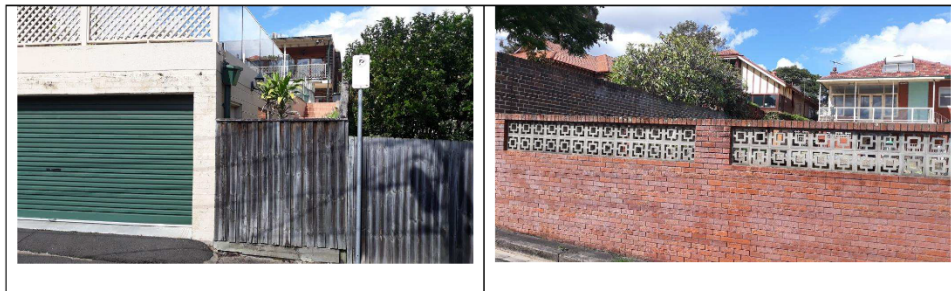
This contention is not applicable to the proposal.

4. *The development standard has been virtually abandoned or destroyed by the Council's own actions in granting consents departing from the standard.*

Almost all the houses along the north side of Crescent Street have a 2 storey rear elevation. Presumably these have all been approved. These properties include no. 9, 11, 13, 15, 19, 21, 23, 25, 27, 29 and 31 Crescent Street (see photos).







**Photos of other Crescent Street houses from Dobroyd Lane**

Council would appear to have abandoned the 25% limit for this particular section of the Haberfield Conservation area, noting that these properties have a natural fall from front to rear.

The house as extended will not have a two storey appearance from any public space, noting that:

- (i) there are no windows or doors along the lower level visible from a public space or street;
- (ii) there are no new windows or doors along the sides of the lower level;
- (iii) the rear elevation is not visible from the front of the property; and
- (iv) the rear elevation is not visible from the rear lane of the property, noting that the lane/street level is approximately 3m lower than the finished lower level.

5. *The zoning of the land is unreasonable or inappropriate.*

This contention is not applicable to the proposal.

**Is compliance with the development standard unreasonable or unnecessary?**

Compliance with the development standard is unreasonable or unnecessary in the circumstances because:

- Strict compliance with the 25% limit on the floor area at the lower level of the pavilion addition would reduce this floor area from 74m<sup>2</sup> to 29m<sup>2</sup> (based on the existing “pre-proposal” floor area) or 48m<sup>2</sup> (based on the “post-proposal” floor area). The outcome would be an open/undercroft area, with an otherwise similar presentation and appearance. This would not serve any useful planning purpose. The proposal complies with the FSR standard. The applicant would be entitled to pursue a design that yielded more floor area at the upper level of the pavilion. This would create building bulk at a higher level that may have potential for impact on neighbouring properties or the public presentation of the completed development.
- The natural contour of the site means that structure at the lower level cannot be avoided. Any addition at the same level of the ground floor of the existing houses will require construction of supporting walls and columns at the lower level.
- If indeed a single level design was to be proposed to meet the objectives of the control, it would result in a continuous stepped split level floor from front to rear, resulting in an adverse planning outcome.

- Strict compliance would result in a worse planning outcome.

**Are there sufficient environmental planning grounds to justify contravening the development standard?**

The cases referred to above have established that the environmental planning grounds must be particular to the circumstances of the proposed development on its site. The following environmental planning grounds are relevant:

- The building bulk, form and scale of the proposed addition dwelling will not be out of character with the rear additions to the other houses along the north side of Crescent Street.
- There is no adverse impact on the streetscape of Crescent Street.
- There are no significant impacts from the bulk and scale of the proposed dwelling on neighbouring properties.
- The accommodation at the lower level cannot be viewed from any public place in Crescent Street or Dobroyd lane.
- The location of floor area in excess of the 25% standard at the lower level achieves a better planning outcome.

**Will the proposed development be in the public interest because it is consistent with the objectives of the development standard?**

The objective has been addressed above. The proposal satisfies the objective by providing additional floor area below and behind the existing house. This maintains the single storey presentation of the existing house, which achieves the objective.

Any proposed development that achieves the objectives of a development standard must also be consistent with the objectives of the standard, as the threshold for consistency is lower than that for achievement. The discussion above in response to clause 4.6(3)(a) has demonstrated that the proposed development will achieve the relevant objective of the standard; therefore it will also be consistent with that objective.

**Will the proposed development be in the public interest because it is consistent with the objectives of the zone?**

The objectives for development within the R2 zone are:

- *To provide for the housing needs of the community within a low density residential environment.*
- *To enable other land uses that provide facilities or services to meet the day to day needs of residents.*

The site will continue to provide for the housing needs of the owner's family. The accommodation maintains a low density scale as demonstrated by compliance with the FSR and height standards.

Concurrence of the Director-General

The concurrence of the Director-General may be assumed by Council.

Council must also consider:

- (a) whether contravention of the development standard raises any matter of significance for State or regional environmental planning*
- (b) the public benefit of maintaining the development standard*

Any matter of significance for State or regional environmental planning

There are no matters of significance for State or regional environmental planning.

Public interest

The proposal is considered to be neutral in terms of the public interest.

Yours Faithfully

**Bruce Threlfo**  
**Burrell Threlfo Pagan Pty Ltd**

**Attachment D – Statement of Heritage Significance**

# *Statement of Heritage Impact*

17 Crescent St Haberfield

*for*

Marty Perry



*17 Crescent Street Haberfield  
From driveway entry*

Prepared by:

*Archnex Designs*

Wentech Pty Ltd (ABN 310 735 41803) trading as Archnex Designs.

April 2021

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*14 Winchcombe Ave, Haberfield N S W 2045*

*Phone: 0425 228176*

**17 Crescent St Haberfield  
Statement of Heritage Impact  
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**Statement:**

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**Appendix:**

**Documents**

- (i) CIWDGP: Extract E2 Haberfield Heritage Conservation Area
- (ii) PA 14230
- (iii) DP 5908
- (iv) CT 1951-80
- (v) CT 2298-117
- (vi) DL A124295
- (vii) CT 2513-80
- (viii) CTRH 7/3/5908
- (ix) Sands Directory Search Schedules

## Archnex Designs

Wentech Pty Ltd (ABN 310 735 41803) trading as Archnex Designs  
Heritage Building Consultants, Interior Designers

### STATEMENT OF HERITAGE IMPACT [SoHI]:

**Start Date:** 12 January 2021  
**Premises:** 17 Crescent Street Haberfield  
**Property Description:** Folio Identifier 7/3/5908  
**Prepared By:** Greg Patch  
B Sc Arch, B ARCH (Hons), M Herit Cons (Hons),  
14 Winchcombe Ave,  
Haberfield NSW 2045  
**For:** Marty Perry

#### A. PURPOSE OF STATEMENT

This statement has been prepared to assess potential heritage impacts of proposed alterations and additions to the above property.

#### B. GROUNDS OF STATEMENT

17 Crescent St is within the Haberfield Heritage Conservation Area [HCA]. This has been established through examination of Map HER\_03 of Ashfield LEP 2013.

#### C. LIMITS OF STATEMENT

This statement is based on Chapter E2 of the Inner West Comprehensive DCP/State Heritage Inventory sheet SHI 1020780 and an inspection of the place in November 2020.

#### D. LOCATION



1. Location of 17 Crescent Street Haberfield (Source: SLX Maps © NSW Lands 2020).

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14 Winchcombe Ave, Haberfield N S W 2045

Phone: 0425 228176

17 Crescent St Haberfield- SoHI

Issue: (DA 22/04/21)

Page: 1



## E. CONTEXT

## E1. DOCUMENTARY

## Chapter E2 of the Inner West Comprehensive DCP

*Why Haberfield is important - a statement of significance*

*Haberfield has historic significance as the first successful comprehensively planned and marketed Garden Suburb in Australia. Designed and developed by real estate entrepreneur and town planning advocate, Richard Stanton, its subdivision layout and tree lined streets, its pattern of separate houses on individual lots (the antithesis of the unhealthy crowded inner suburbs of the period) and its buildings and materials, clearly illustrate his design and estate management principles. Haberfield pre-dates the first Garden Suburbs in Britain by some five years.*

*It is significant in the history of town planning in NSW. The separation of land uses, exclusion of industry and hotels, designation of land for community facilities and its comprehensive provision of utility services and pre-development estate landscaping profoundly affected housing trends, state subdivision practice and planning legislation in 20th century Australia.*

*It is significant in the history of Australian domestic architecture for its fine ensemble of Federation houses and their fences, and shops, most with their decorative elements intact.*

*It is outstanding for its collection of modest Federation houses displaying skilful use of materials and a high standard of workmanship of innovative design and detail particularly reflective of the burgeoning naturalistic spirit of the Federation era in which they were built.*

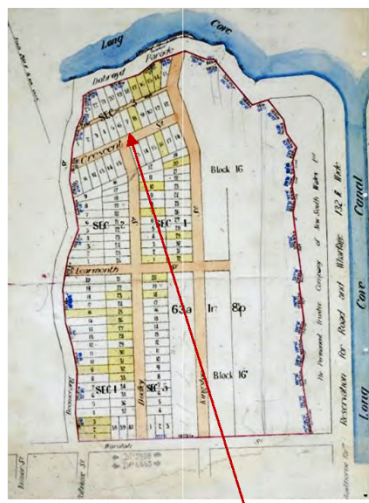
*The form, materials, scale and setback of buildings and their landscaped gardens fronting tree lined streets together provide mature streetscapes of aesthetic appeal.*

*Haberfield is a major research repository of the Federation era, garden design and plant material, architectural detail, modest house planning, public landscaping and utility provision.*

## Land Titles

The land is part of a 480-acre Crown Grant made to Nicholas Bayley on 9<sup>th</sup> August 1803.

Part (68 acres, 1 rood, 32 perches) was converted to Real Property under Primary Application 14230, made by Alfred Percival Bedford, Manager of The Permanent Trustee Company of New South Wales Limited, dated 13 February 1906 and Certificate of Title Volume 1951 Folio 80 [CT1951-80] issued to the Permanent Trustee Company. The land was sold to The Haymarket Permanent Land, Building and Investment Company in April 1909, and part subdivided under Deposited Plan [DP] 5908 as "...First Subdivision of Dobroyd Point Estate..." endorsed by Adelbert Schleicher L.S. in February 1910. Several lots were sold following which the title was cancelled and CT 2298-117 issued for the residue on 1<sup>st</sup> October 1912.



2. Diagram to CT 2298-117. Subject property.



3. Auction Brochure. Subject property.

Lot 7, Section 3, DP 5908 was purchased by Ethel Gertrude Purslow of Haberfield, spinster and CT 2513-80 issued to her on 12<sup>th</sup> September 1914, subject to the following covenant:

*SUBJECT to the provisions and condition hereinafter contained that is to say PROVIDED ALWAYS and the said ETHEL GERTRUDE PURSLOW to bind herself and her assigns as well as the land hereditaments and the successive owners and the assigns thereof DOTH HEREBY COVENANT AND AGREE with the said company that she will not erect or suffer to be erected upon the said Allotment any building which shall be of a less value than the sum of £450 or in the case of a semi-detached buildings £700 the pair and all such buildings shall be constructed of brick stone or similar material and the roof of the main building shall be of slate tiles or similar material and shall be built at least fifteen feet back from the front alignment of such lot PROVIDED ALWAYS that business premises may with the consent in writing of the said Company first had and obtained for that purpose may be exempt from this Covenant but no business premises shall be built except in Waratah Street AND the said ETHEL GERTURDE PURSLOW FURTHER COVENANTS with the said Company that she will not erect or suffer to be—erected any advertisement hoarding upon the said Lot and that she will not re-subdivide the said Lot in any way without the written consent of the said Company AND the said ETHEL GERTRUDE PUSLOW DOTH HEREBY AUTHORISE AND DIRECT the Registrar General to endorse upon any Certificate of Title to be issued in respect of the said allotment or any part thereof a notification to the effect that the land in respect of which such Certificate of Title is issued is held subject to the conditions and covenants hereinbefore contained.*

The property was transferred to Daisy Mary Collis, wife of John Thomas Collis of Annandale, shipping providore on 18<sup>th</sup> March 1922. It was seemingly transmitted to a son, Ronald Ferguson Collis of West Ryde, gentleman in August 1973, who sold it to Carmine Rocco Scelzi [sp?] of Haberfield, hardware merchant and Maria Isolanda Scelzi, his wife in September 1973. By August 1980, Herevu Pty Ltd was the registered proprietor, following which the deed was cancelled and Computer Folio 7/3/5908 created.

There has been one transfer since (December 1991).

#### **Sands Directory.**

A search of the John Sands Sydney, Suburban and Country Commercial Directory (published 1858 to 1932/33) was made, based on the above ownership history.

The Sands Directory has: no listing of a probable occupant as of the 1923 edition; lists “Colless-” as of 1924; lists Collis, JT as occupant of “Karonga” as of 1925; lists Collis, JT as occupant of “Karanga” as of 1926; and Collis, JT as occupant of 17 Crescent Street as of the last years for which the Directory was published, 1932/33.

It would appear from this that the house was most probably built in 1923, assuming that the Sands survey was done the year prior to publication.

#### **E2. PHYSICAL**

The property was inspected on 3/11/2020 & 02/02/2021 when the following photographs were taken:



4. N° 17 Crescent St from the south-east.



5. Houses to the east.

The house is a typical example/ variant of what is generally considered the “Interwar Californian Bungalow” style of cottage- that is, not a “Federation” style house.





6. N° 17 from opposite.



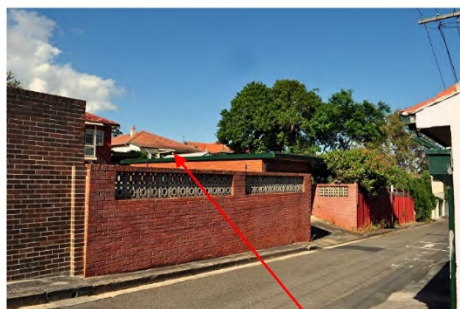
7. Houses to the west.



8. Houses further to the west.



9. House to west from Dobroyd Lane.



10. Dobroyd Lane streetscape- subject property.



11. Subject property from driveway entry.



12. Garage/ outbuilding.



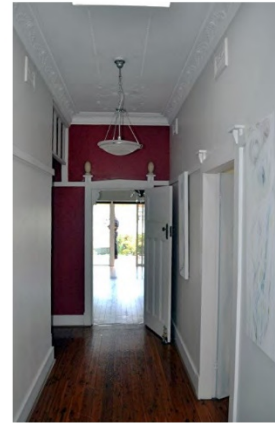
13. Rear of house from backyard- enclosed verandah.



14. Front verandah.



15. Nameplate "Karonga".



16. Hallway to rear.



17. Dummy (ex-gas heater?) fireplace.



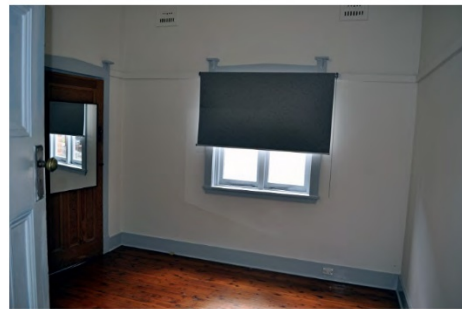
18. Stripped door &amp; architrave set.



19. Glazed doors/ architrave set.



20. Art-nouveau leadlights/triple sash set, box seat.



21. Door to ex. rear verandah.

The interior of the house appears relatively intact in terms of its layout and has many of the elements and stylistic attributes of the "Californian Bungalow" in that the ceilings are in Adams-influenced fibrous plaster, plaster wall vents, set plaster walls and joinery fittings and trim typically in crown-sawn Oregon (now painted).

The flooring appears to be in Hoop or Baltic pine which has been exposed and polished.

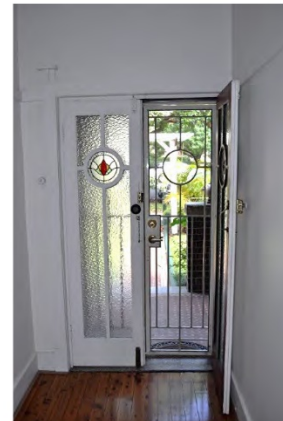




22. Gas fire insert/chimney piece.



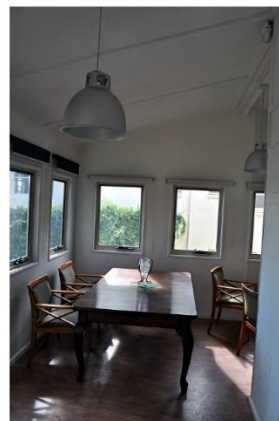
23. Ex. external window to verandah.



24. Front door set.



25. Kitchen to enclosed verandah.



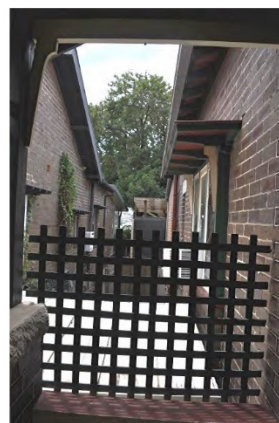
26. Dining.



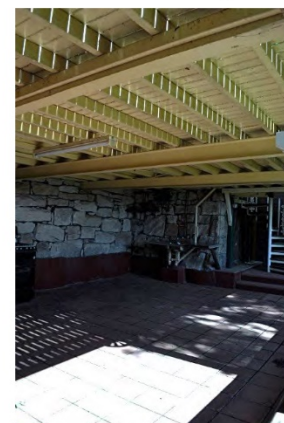
27. Enclosed verandah- Dining corner



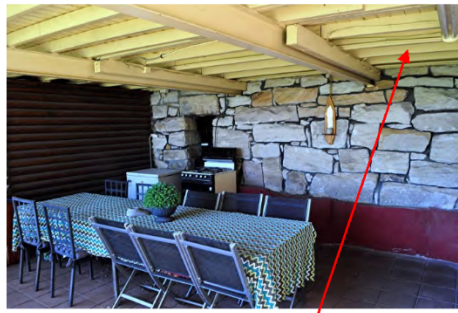
28. West setback from rear.



29. West setback from front verandah.



30. Sunken entertainment area.



30. Sub-floor area. Modified verandah floor framing

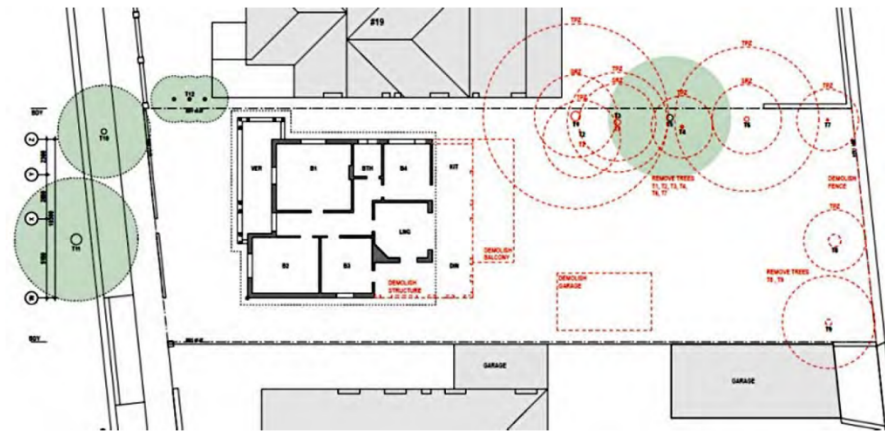


31. Brick pier and stone sub-walls.

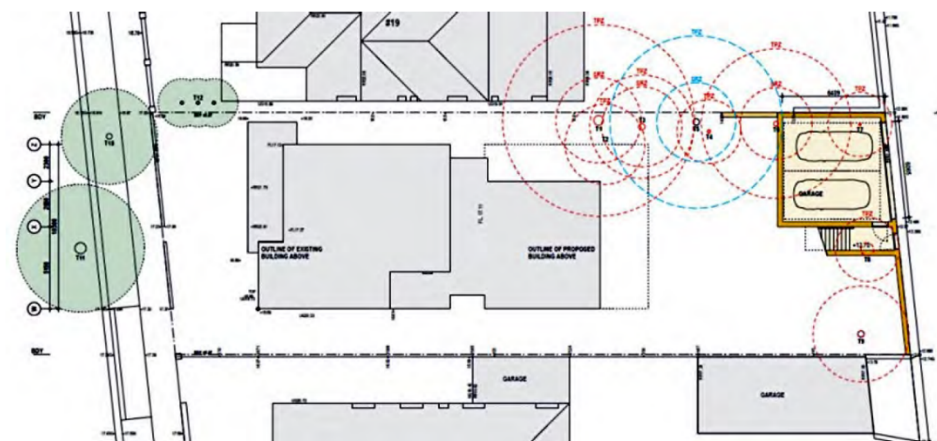
#### F. PROPOSED DEVELOPMENT

I have examined drawings N<sup>os</sup>. 031HAB/DA01; -/DA10; -/DA11; -/DA20 to -/DA23 (incl); -/DA30 to DA32 (incl.); -/DA40 to -/DA42; DA70 to -/DA73 (incl.); & DA80 prepared by Rob Design Office [RDO], dated 19.04.21.

They depict proposed alterations and additions to the subject property:

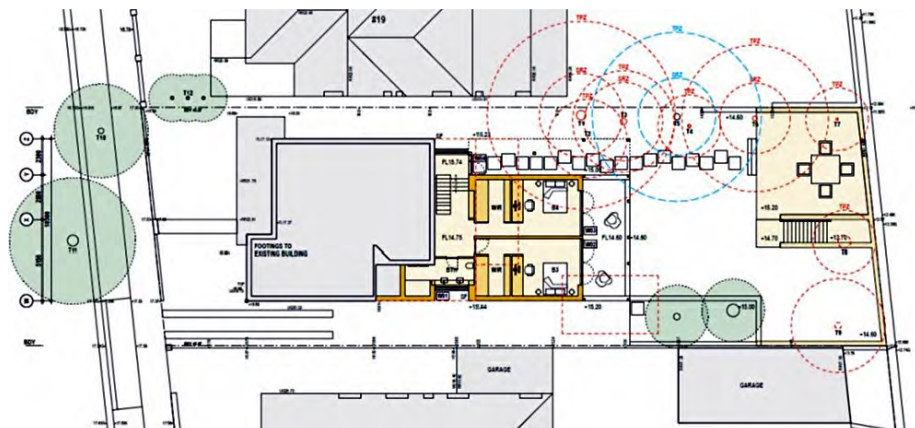


32. Demolition Plan (RDO dwg. -/DA11)

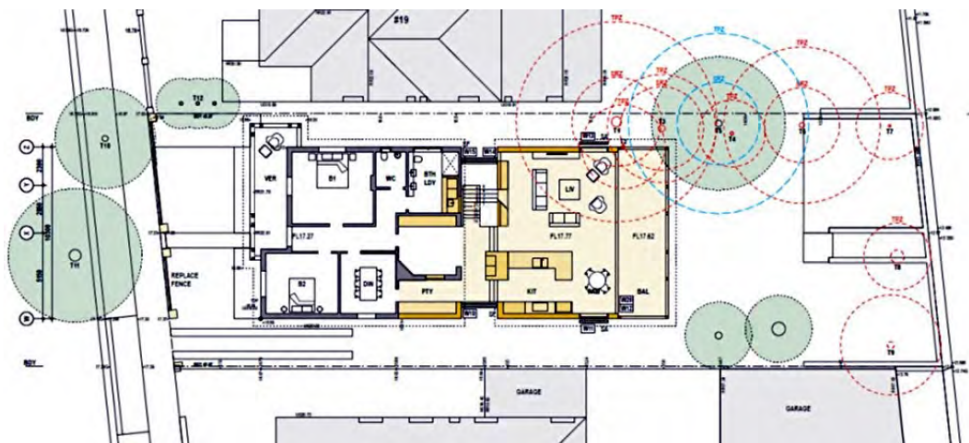


33. Laneway Level (RDO dwg. -/DA20)

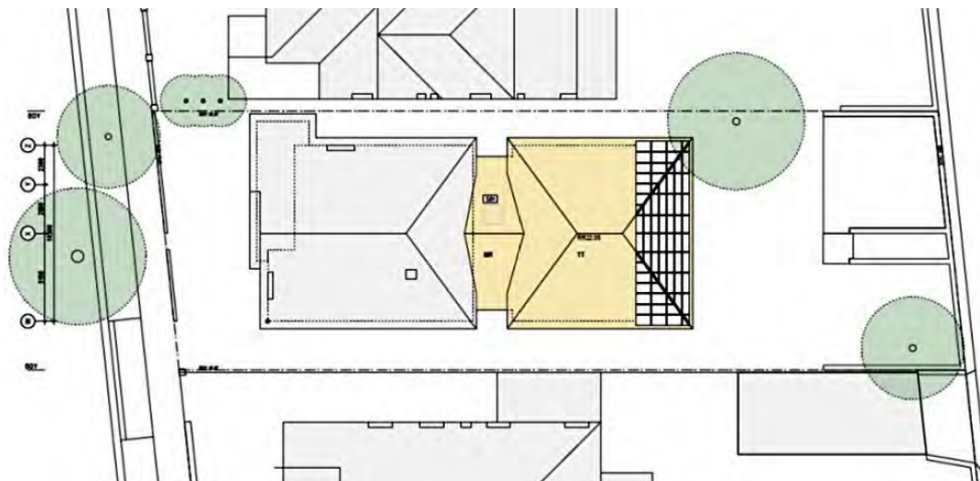




34. Garden Level (RDO dwg. -/DA21)



35. Main Level (RDO dwg. -/DA21)



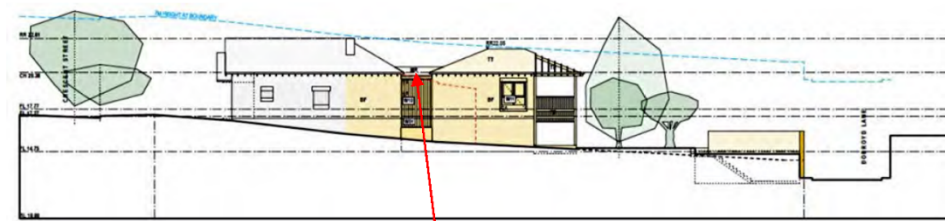
36. Roof Level (RDO dwg. -/DA21)



37.South (Crescent Street) Elevation (RDO dwg. -/DA30).



38.North (Dobroyd Lane) Elevation (RDO dwg. -/DA30).



39.East (Elevation (RDO dwg. -/DA31). Metal link-connector roof.



40.West Elevation (RDO dwg. -/DA32).



41.Longitudinal Section (RDO dwg. -/DA31).

Proposed external materials, finishes and colours include:



42. Key Materials and Finishes (RDO dwg. -/DA10).

#### G. IMPACT OF THE PROPOSED DEVELOPMENT

Haberfield HCA is listed at:

*Ashfield Local Environmental Plan 2013*

*Schedule 5 Environmental heritage*

*Part 2 Heritage conservation areas*

Description	Identification on <a href="#">Heritage Map</a>	Significance
Haberfield Conservation Area (nominated area of State significance)	Shown by red hatching and labelled "C42"	Local

It is mapped as (in part):



43. Extract Map HER\_003. Location of subject property.

The relevant provisions of Ashfield LEP 2012 are:

**5.10 Heritage conservation**

*Note.* Heritage items (if any) are listed and described in Schedule 5. Heritage conservation areas (if any) are shown on the [Heritage Map](#) as well as being described in Schedule 5.

Clause	Comment
<b>(1) Objectives</b>	
<i>The objectives of this clause are as follows:</i>	
(a) to conserve the environmental heritage of Ashfield,	
(b) to conserve the heritage significance of heritage items and heritage conservation areas, including associated fabric, settings and views,	
(c) to conserve archaeological sites,	
(d) to conserve Aboriginal objects and Aboriginal places of heritage significance.	
<b>(2) Requirement for consent</b>	
<i>Development consent is required for any of the following:</i>	
(a) demolishing or moving any of the following or altering the exterior of any of the following (including, in the case of a building, making changes to its detail, fabric, finish or appearance):	
(i) a heritage item,	
(ii) an Aboriginal object,	
(iii) a building, work, relic or tree within a heritage conservation area,	The proposed development entails altering the exterior of a building that is within an HCA.
(b) altering a heritage item that is a building by making structural changes to its interior or by making changes to anything inside the item that is specified in Schedule 5 in relation to the item,	
(c) disturbing or excavating an archaeological site while knowing, or having reasonable cause to suspect, that the disturbance or excavation will or is likely to result in a relic being discovered, exposed, moved, damaged or destroyed,	
(d) disturbing or excavating an Aboriginal place of heritage significance,	
(e) erecting a building on land:	
(i) on which a heritage item is located or that is within a heritage conservation area, or	
(ii) on which an Aboriginal object is located or that is within an Aboriginal place of heritage significance,	
(f) subdividing land:	
(i) on which a heritage item is located or that is within a heritage conservation area, or	



- (ii) *on which an Aboriginal object is located or that is within an Aboriginal place of heritage significance.*

**(3) When consent not required**

However, development consent under this clause is not required if: Consent is required.

- (a) *the applicant has notified the consent authority of the proposed development and the consent authority has advised the applicant in writing before any work is carried out that it is satisfied that the proposed development:*
- (i) *is of a minor nature or is for the maintenance of the heritage item, Aboriginal object, Aboriginal place of heritage significance or archaeological site or a building, work, relic, tree or place within the heritage conservation area, and*
  - (ii) *would not adversely affect the heritage significance of the heritage item, Aboriginal object, Aboriginal place, archaeological site or heritage conservation area, or*
- (b) *the development is in a cemetery or burial ground and the proposed development:*
- (i) *is the creation of a new grave or monument, or excavation or disturbance of land for the purpose of conserving or repairing monuments or grave markers, and*
  - (ii) *would not cause disturbance to human remains, relics, Aboriginal objects in the form of grave goods, or to an Aboriginal place of heritage significance, or*
- (c) *the development is limited to the removal of a tree or other vegetation that the Council is satisfied is a risk to human life or property, or*
- (d) *the development is exempt development.*

**(4) Effect of proposed development on heritage significance**

*The consent authority must, before granting consent under this clause in respect of a heritage item or heritage conservation area, consider the effect of the proposed development on the heritage significance of the item or area concerned. This subclause applies regardless of whether a heritage management document is prepared under subclause (5) or a heritage conservation management plan is submitted under subclause (6).*

The significance of the Haberfield HCA is recounted at p. 2, above.

The proposed development will have no impact upon the stated significance, as the subdivision and layout of the area have no established connexion with Richard Stanton.

**(5) Heritage assessment**

*The consent authority may, before granting consent to any development:*

- (a) *on land on which a heritage item is located, or*
- (b) *on land that is within a heritage conservation area, or*

The proposed development is to land that is within an HCA.

- (c) on land that is within the vicinity of land referred to in paragraph (a) or (b),

require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

This document has been prepared having general regard to the guideline document "Statements of Heritage Impact" as published by HeritageNSW.

**(6) Heritage conservation management plans**

The consent authority may require, after considering the heritage significance of a heritage item and the extent of change proposed to it, the submission of a heritage conservation management plan before granting consent under this clause.

The proposed development is to an ostensibly contributory building within a conservation area. The preparation of a Conservation Management Plan is not warranted by the nature of the existing building nor the proposed development.

**(7) Archaeological sites**

The consent authority must, before granting consent under this clause to the carrying out of development on an archaeological site (other than land listed on the State Heritage Register or to which an interim heritage order under the [Heritage Act 1977](#) applies):

The subject place is not identified as being of archaeological significance.

- (a) notify the Heritage Council of its intention to grant consent, and
- (b) take into consideration any response received from the Heritage Council within 28 days after the notice is sent.

**(8) Aboriginal places of heritage significance**

The consent authority must, before granting consent under this clause to the carrying out of development in an Aboriginal place of heritage significance:

The subject place is not identified as being of Aboriginal significance.

- (a) consider the effect of the proposed development on the heritage significance of the place and any Aboriginal object known or reasonably likely to be located at the place by means of an adequate investigation and assessment (which may involve consideration of a heritage impact statement), and
- (b) notify the local Aboriginal communities, in writing or in such other manner as may be appropriate, about the application and take into consideration any response received within 28 days after the notice is sent.

**(9) Demolition of nominated State heritage items**

The consent authority must, before granting consent under this clause for the demolition of a nominated State heritage item:

The subject place is not identified as being of State significance.

- (a) notify the Heritage Council about the application, and
- (b) take into consideration any response received from the Heritage Council within 28 days after the notice is sent.

**(10) Conservation incentives**

The consent authority may grant consent to development for any purpose of a building that is a heritage item or of the land on which such a building is erected, or for any purpose on an Aboriginal place of heritage significance,

Conservation incentives are not sought.

*even though development for that purpose would otherwise not be allowed by this Plan, if the consent authority is satisfied that:*

- (a) the conservation of the heritage item or Aboriginal place of heritage significance is facilitated by the granting of consent, and*
- (b) the proposed development is in accordance with a heritage management document that has been approved by the consent authority, and*
- (c) the consent to the proposed development would require that all necessary conservation work identified in the heritage management document is carried out, and*
- (d) the proposed development would not adversely affect the heritage significance of the heritage item, including its setting, or the heritage significance of the Aboriginal place of heritage significance, and*
- (e) the proposed development would not have any significant adverse effect on the amenity of the surrounding area.*

Special Provisions Clause of the LEP -6.5 Development on land in Haberfield Heritage Conservation Area also applies- see Statement of Environmental Effects.

## **Comprehensive Inner West DCP 2016**

### **Chapter E2- Haberfield Heritage Conservation Area**

#### **Building Form**

##### **2.6 Controls**

- a) Alterations to the original main part of a building (other than a non-conforming building), including front and side facades, verandahs and roof forms, are not permitted.*

Comment: the proposed works are largely to an area of the house that appears to have been the subject of previous alterations/ additions and will have no impact on the extant original street façade or side walls of the house.

- b) Where a building, other than a non-conforming building has undergone limited change, restoration and repair of the original front of the building is encouraged.*

Comment: no works are proposed to the front of the house as it appears relatively original and intact-the proposed works will not have an impact on the front of the house.

- c) Where a building, other than a non-conforming building has suffered major alteration, reinstatement is encouraged. When no surviving physical or documentary evidence of the original can be found, reconstruction similar to the neighbouring or other original Haberfield houses is encouraged.*

Comment: the proposed alterations/ additions are largely to the rear of the house that has been modified in the past, with some reconfiguration of spaces within the main body of the house to improve access, function and amenity.

- d) Extensions shall not conceal, dominate or otherwise compete with the original shape, height, proportion and scale of the existing buildings.*

Comment: the proposed works will have minimal impact on the remnant original shape of the house- the “linked pavilion” nature of the proposed additions is recognised as a “best practice” mode of making additions to an ostensibly “contributory” building within a conservation area and will not give rise to adverse impacts on the character of the Haberfield HCA.

- e) *Extensions are permitted only to the rear. In certain circumstances (where there is inadequate rear land) modest side extensions may be allowed where this does not alter or overwhelm the original front façade or the presentation of the house from the street.*

Comment: the proposed works are to the rear of the house and will have negligible impact on the presentation of the house to the street.

- f) *Where extensions are involved, new roofs are to be lower than the main roof form with a maximum height considerably less than the principal ridge point.*

Comment: as can be seen in the longitudinal section at p9, above, the proposed linked pavilion is set at a lower level than the existing floor of the house, with the roof at a lower pitch, and the link roof at a minimal pitch so that is lower still.

- g) *The overall length of any extension is to be less than, and secondary to, the original house.*

Comment: the length of the proposed addition is indicated on RDO dwg -/DA 21 (see p.8, above).

- h) *New roof shapes may include gables and gablets where these are related to shapes already present in the main roof, and where they are subordinate to the main roof shape. Dormer windows, Juliet[sic] balconies and similar protrusions will not be permitted.*

Comment: the proposed roof is “hipped” which is a form characteristic of the area (together with gables and skillions). No “protrusions” are proposed.

- i) *Attic rooms can be built within the main roof shape where they do not involve alteration of the roof shape. They are to be modest in scale and comprise one (1) or at the most two (2) rooms capable of habitation. Attic windows in the front or side faces of the main roof are not permitted.*

Comment: not applicable- the proposed addition is of a “linked pavilion” type.

- j) *Rear extensions containing an attic may be considered where the attic does not cause the extension to compete with the scale and shape of the main roof and is not visible from a public place.*

Comment: the proposed addition does not include an attic.

- k) *Where attics are permitted, their windows shall be located in rear gable ends or gablets. They shall be discreet in scale and appearance and cannot be visible from a public place. Where extensions to existing roofs are being undertaken, modest sized in-line skylights may be considered in the side and rear planes of the extension only, and limited to one such window per roof plane.*

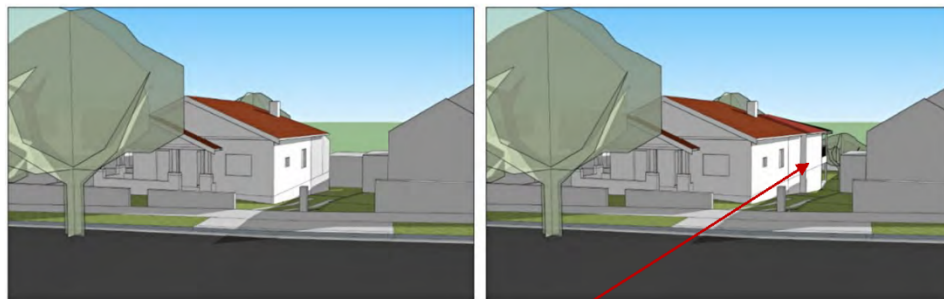
Comment: not applicable.

- l) *Extensions shall not employ any major or prominent design elements that compete with the architectural features of the existing building.*

Comment: the proposed addition is simple hipped roof with a lower pitched connector roof to the rear plane of the existing house and will not compete with the existing house.

#### Roof Forms (p13.)

The existing pitched tile-clad roof is to be retained as is, and there will be minimal impact on the streetscape presentation of the house, given the setback of the proposed addition:



44. 3D models- existing (left), proposed (right) showing the addition down the driveways (RDO dwg. -/DA72).

**Siting, Setbacks and Levels (p14)**

The existing side setbacks are maintained.

**Walls (p16.)**

None of the brickwork to existing original walls is proposed to be changed. It is proposed to use face brick as per the selection illustrated at p10, above to the proposed additions works to make the new works compatible with the original portion of the house, with the proposed roof clad in similar tiles.

**Chimneys (p16.)**

The extant chimney (and associated fireplace) is to be retained.

**Joinery (p17.)**

None of the extant decorative joinery trim elements to the front portion of the house will be affected by the proposed works, with the exception of current Bedroom 4.

**Windows and Doors (p. 18)**

The original front door is to be retained as are the remainder of original external windows. Those to the rear, seemingly enclosed verandah portion appear to have been replaced/ introduced in the past.

**Window Sunhoods, Blinds and Awnings (p. 20)**

None of the existing original elements will be affected by the proposal.

**Verandahs (p. 20)**

The extant front verandah is to be maintained.

**Garages and Carports (p. 21)**

The existing garage is to be removed (see images 12 & 13, p4, above).

**Garden Sheds/Store Sheds, etc. (p. 22)**

The existing garden shed/ outbuilding is to be removed.

**Colour Schemes (p. 23)**

The proposed colour scheme for the new works is outlined at p.10 (above) and appears appropriate.

**Fences & Gates (p. 24)**

The existing late 20<sup>th</sup> century wrought iron/ masonry fence and gates are to be removed and replaced with a more appropriately detailed masonry pier and triple rail square-topped picket fence to the era of the house (see “precedent” p10, above).

**Garden Elements, Including Paving, Driveways, Pergolas and Pools (p. 25)**

It is proposed to relocate the vehicular access and accommodation to Dobroyd Lane, as a partially excavated structure, with a paved outdoor setting area to the roof of the garage structure.

**Section 4 – Miscellaneous****Modern Technological Developments (p. 31)**

None proposed.

**Matters Arising**

The following matters were recently raised in discussions with Council:

**Proposed Stair- impact on original fabric**

The stair is proposed to be located in the area of the existing kitchen (see image 25, p6 above). While the area is under the rear skillion roof, it is apparent (see image 30, p7) that this area has been altered in terms of floor framing and seemingly enclosed as it appears to have originally been an open verandah.

The stair / landing is proposed to have steel stringers/ open risers to the lower flight, with the stringers and landing frame supported independently of the stone sub-wall(see image 30, p6, above). There will be no direct impact on significant fabric of the house.



45. "From the Skies" 1943 aerial- subject property. (Source: SLX Maps © NSW Lands 2021).

While the above aerial photograph indicates that the skillion was in existence as of 1943, the enclosure (as indicated by the fenestration- see image 13, p4) appears to be post WWII/ late 20<sup>th</sup> century.

#### Retention of driveway

The retention of the driveway (and vehicular gates) is important with respect to the historical pattern of development of the area- the rhythm of driveways to building form. It is apparent from the above aerial photograph, that the driveways were typically to the east of the house on each lot, although the adjoining house, N°15 appears an aberration, with its driveway on the west. It would appear that a number of properties had no street driveways and relied on rear lane access.

#### H. CONCLUSION

Historical research reveals that the area in which the subject property is located was subdivided by The Haymarket Permanent Land, Building and Investment Company in 1909, and that the house was most probably built c. 1922/23 by/for Daisy Mary Collis, wife of John Thomas Collis of Annandale, shipping providore who purchased the property in March 1922 and named it "Karonga".

It is relatively intact in its internal layout and presents a substantially original façade to Crescent Street, with the rear having been subject to piecemeal alterations/ additions.

The proposed development seeks to supplement the level of accommodation and amenity of the place through a relatively low impact "linked pavilion" and internal adaptation to provide additional facilities.

In my opinion, the proposal is such that the essence of the house will be conserved, and the additional accommodation and facilities proposed will ensure its ongoing utility and hence conservation as an element that is characteristic of the portion of Haberfield in which it is located.

Prepared by



Greg Patch  
Heritage Consultant



**Appendix: Documents**

17 Crescent St Haberfield- SoHI

App.

as an Urban Conservation Area by the National Trust in 1978, and has been included on the Register of the National Estate since 1990.

#### **Why Haberfield is important - a statement of significance**

Haberfield has historic significance as the first successful comprehensively planned and marketed Garden Suburb in Australia. Designed and developed by real estate entrepreneur and town planning advocate, Richard Stanton, its subdivision layout and tree lined streets, its pattern of separate houses on individual lots (the antithesis of the unhealthy crowded inner suburbs of the period) and its buildings and materials, clearly illustrate his design and estate management principles. Haberfield pre-dates the first Garden Suburbs in Britain by some five years.

It is significant in the history of town planning in NSW. The separation of land uses, exclusion of industry and hotels, designation of land for community facilities and its comprehensive provision of utility services and pre-development estate landscaping profoundly affected housing trends, state subdivision practice and planning legislation in 20<sup>th</sup> century Australia.

It is significant in the history of Australian domestic architecture for its fine ensemble of Federation houses and their fences, and shops, most with their decorative elements intact.

It is outstanding for its collection of modest Federation houses displaying skilful use of materials and a high standard of workmanship of innovative design and detail particularly reflective of the burgeoning naturalistic spirit of the Federation era in which they were built.

The form, materials, scale and setback of buildings and their landscaped gardens fronting tree lined streets together provide mature streetscapes of aesthetic appeal.

Haberfield is a major research repository of the Federation era, garden design and plant material, architectural detail, modest house planning, public landscaping and utility provision.

#### **Haberfield and its history**

The present day suburb of Haberfield occupies all the land north of Parramatta Road between Iron Cove and Long Cove Creeks granted to Nicholas Bayly in 1803. It was purchased in 1805 by emancipist and successful businessman and land owner, Simeon Lord, for 850 pounds. Lord named these 480 acres "Dobroyde" for his cousin's home in Lancashire. When his eldest daughter, Sarah, married Mr David Ramsay in 1825, the Dobroyd Estate was part of her marriage settlement.

Mr Ramsay died in 1860, leaving his widow to dedicate land for church, manse, school and cemetery (St David's, Dalhousie Street) and to divide the rest of the Dobroyd Estate amongst their ten children.

Three of the Ramsay children put portion of their land up for sale in the 1880s. Louisa's land was subdivided into villa allotments in 1885. However, despite the extension of the tramway from Leichhardt along Ramsay Street to Five Dock, it would appear that very few villas were constructed, probably because of the restraints put on investment and development by the Depression of the 1890s.

Haberfield owes its reputation today as Australia's first Garden Suburb to the successive purchase and development of much of the Ramsay children's estates by R Stanton and W H Nicholls, real estate agents of Summer Hill.

Stanton was a friend of John Sulman, British immigrant and dominant figure in the town planning debate in Australia at the turn of the century. Australia's urban areas, particularly Sydney, faced problems of health and poverty as the rapidly growing post-Gold Rush population crowded into the cities. People were housed in unsewered terrace buildings and household drains often flowed into the back lanes. Debate about the state of our cities led to a Royal Commission in 1909, which Sulman addressed. He was aware of the British Garden City Movement which was concerned about the unhealthy effects of crowded industrial cities. It sought to design and build self-sufficient cities where industrial, commercial and residential land uses were separated, where houses were set in gardens and adequate space for agriculture and parkland was provided. Sulman lectured about town planning and architecture at Sydney University in the 1880s and gave public lectures about towns and planning. In 1914 he brought leaders of the



Garden City Movement to lecture in Australia.<sup>1</sup>

The Garden Suburb was the lesser and more marketable offshoot of the Garden City ideals. It sought to provide pleasant healthy model suburban estates. Stanton's Haberfield estate was the first successful Garden Suburb in Australia, predating the first in Britain (Hampstead) by five years.

Stanton and Nicholls purchased fifty acres from two Ramsay children in 1901, and laid out the estate on Stanton's own principles of garden suburb design and management. He set aside land for commercial purposes (there were to be no hotels, no corner shops and no factories in this model suburb); laid out the roads (named for members of the new Federal Government - Turner, Barton, Forrest, Kingston & O'Connor - and the generous allotments; established an integrated drainage and sewerage system at the back of the lots and planted the street trees. High quality modest houses designed by estate architects, Spencer, Stansfield and Wormald, were built for sale, and title covenants were placed on vacant allotments to ensure a continuation of Stanton's overall design intentions - single storey cottages, one per allotment, uniform setbacks, and quality materials, brick and stone, slate or tiles. Gardens were laid out by estate gardeners before owners moved in.<sup>2</sup>

So successful was this first venture that in 1903 Stanton purchased more of the Ramsay estates between Ramsay Street and Parramatta Road. It is no wonder that other development companies quickly imitated his principles: the Dobroyd Park Estate in 1905 and the Dobroyd Point Estate in 1910 to the west and north of Stanton's estates benefited by proximity to his marketing successes.

It is unusual for any subdivision to be fully developed immediately, but the Stanton Estates were remarkable for the short time frame in which most of them were built upon. Where vacant lots remained these were built on in the 1920s, 1930s and 1940s, and an examination of the period of each house can provide an interesting history lesson in the progressive development of the suburb.

Sydney's great suburban boom following the end of the First World War saw houses built on many of the vacant allotments. However, it was not until the 1940s that all the allotments were built upon. By the 1960s and 1970s some of the original houses had been demolished for flats or larger houses. Others have so visibly changed by reskinning of outer walls that only their original roof shape and footprint remains beneath.

#### **Haberfield Today**

As a result of Stanton's commitment to quality construction and design and to his application of title covenants the residential parts of Haberfield are characterised today by single storey brick houses on generous garden lots with uniform setbacks and a similarity of form and materials.

Within this common design, the architectural detail of the individual Federation houses (and later 1920s and 1930s bungalows) is richly varied and of great visual and architectural significance as a family of modest Federation designs.

#### **What you can do**

Conservation Areas such as Haberfield are a proven tourist attraction and their careful conservation will continue to enhance real estate values, improve local business and increase amenity for residents. Therefore:

- Make those changes that are necessary.
- Make sure such changes respect existing buildings and gardens in their siting, scale and general shape. This does not mean "faking up" a new building to look old. This debases the value of the original Haberfield buildings, and is not needed nor acceptable.
- Direct change towards keeping, revealing or reinstating the original building. Recent inappropriate changes should be evaluated for removal if possible.
- Give the same careful consideration to changes to the back of houses and shops as you would to these visible from the street or a public place because they could alter the harmonious proportion and scale common to the suburb.

<sup>1</sup> Burke, Sheridan: The Garden Suburb in NSW & the Conservation of Haberfield. M. Sc. Thesis (Architecture & Conservation), University of Sydney, 1985.

<sup>2</sup> Crow, Vincent: Haberfield - the Development of its Character Ashfield & District Historical Society, 1978.





Reg:R207309 /Doc:PA 014230 PA /Rev:24-Jun-2015 /NSW LRS /Pgs:ALL /Prt:19-Jan-2021 08:10 /Seq:2 of 4  
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k Insert "unoccupied," or "in the occupation of," adding names and addresses of tenants in full.  
 State also nature of tenancy, if not under some lease before mentioned.

l Here insert names and residences of adjacent owners and occupiers on each side.

m Insert the like particulars as to the other sides of the property.

n Here insert "am unmarried," or "was married to my present wife on the day of 1 as the fact may be."

o If any exception, state particulars: if none, strike out the words within brackets.

p The declaration must be attested by the Registrar General or Deputy, or by a Notary Public, or by a Justice of the Peace.

If the signature be by mark, the attestation must state that it was read over to the declarant, that he appeared fully to understand the contents. This applies also to the subjoined direction, particularly if a different person be nominated to receive certificate.

q If to Applicant, say "myself"; if to other person, write name at full length, with address and occupation.

If to two or more, state whether as joint tenants or tenants in common.

If to an infant, the age should be stated, and verified by Certificate of Baptism, or by Statutory Declaration.

If to a married woman, the name of the husband, together with his residence and occupation, should be stated.

and I further declare, that there is no person in possession or occupation of the said land or any part thereof adversely to my Estate or Interest therein, and that the said land is now <sup>in the occupation of Mr. E. F. Ramsay of Botroyde Ashfield as caretaker on behalf of the said Company</sup>

and that the owners and occupiers of adjacent lands are as follows:—On the north by a Road One hundred feet wide On the East by part of a Reservation for Road and Wharfage and by other land of the said Company On the South by <sup>owner,</sup> ~~Maxatah Street~~ and <sup>occupier;</sup> ~~on the West by Boomerang Street~~

And I further declare that

And I further declare, that the annexed Schedule, to which my signature is affixed, and which is to be taken as part of this Declaration, contains a full and correct list of all settlements, deeds, documents, or instruments, maps, plans, and papers relating to the land comprised in this application, so far as I have any means of ascertaining the same, distinguishing such as being in my possession or under my control, are herewith lodged, and indicating where or with whom, so far as known to me, any others thereof are deposited: Also, that there does not exist any fact or circumstance whatever material to the title, which is not hereby fully and fairly disclosed to the utmost extent of my knowledge, information, and belief; and that there is not, to my knowledge and belief, any action or suit pending affecting the said land, nor any person who has or claims any estate, right, title, or interest therein, or in any part thereof, otherwise than by virtue and to the extent of some lease or tenancy hereby fully disclosed ~~except as follows:—~~

And I make this solemn Declaration, conscientiously believing the same to be true.

DATED at Sydney this 13<sup>th</sup> day of February 1906.

Made and subscribed by the abovenamed

Alfred Percival Bedford

Signature of Applicant

this 13<sup>th</sup> day of Febry 1906.

in the presence of

W. Barnes

To the Registrar General,

I, Alfred Percival Bedford the above declarant, do hereby apply to have the land described in the above declaration brought under the provisions of the Real Property Act, and request you to issue the Certificate of Title in the name of The Permanent Trustee Company of New South Wales Limited

DATED at Sydney this 13<sup>th</sup> day of February 1906.

Witness to Signature—

W. Barnes

(Signature of Applicant)

N.B.—The annexed Schedule and the Certificate indorsed should both be also signed.

\* In no case can any alterations, however trifling, be allowed to be made after the application has been once declared, unless all the parties re-sign and re-declare the same. If it is discovered that any alterations are necessary, the applicant may make a statutory Declaration setting out in what manner he desires the application to be altered, which declaration will then (unless the Registrar General considers that a fresh application ought to be made) be read as one with the application.

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# SCHEDULE REFERRED TO.

(TO BE SIGNED BY APPLICANT.)

To include not only Title Deeds, &c., but also Plan and Surveyor's Declaration verifying same.

\*For the particulars which this Schedule must comprise, see concluding part of Declaration, to which particular attention is directed, as any omission or misstatement will render applicant liable to the penalties of false Declaration.

Such of the Deeds and Documents as are in applicant's possession or control, must be deposited with the application. Counterparts leases must be included, but these will be returned, if required.

If any deposited Deeds relate also to property not brought under the Act, they may be returned after partial cancellation; but of all these, abstracts or copies for retention should be furnished, and the date for the return of the originals noted.

If the only object be to comply with covenant to produce, parties are reminded that by specially depositing them under the 118th Section of the Conveyancing and Law of Real Property Act, 1900, such covenant will be finally satisfied.

For prior title see Application 13073

1803 Aug 9 <sup>th</sup>	Copy Crown Grant to Nicholas Rayley
1826 May 8 <sup>th</sup> 9 <sup>th</sup>	Release and Release the latter made between Richard Roberts of the 1 <sup>st</sup> part Colonel Levey of the 2 <sup>nd</sup> part Francis Williams & Mary his wife of the 3 <sup>rd</sup> part Tom White, Melville Winder and Prosper Beckett of the 4 <sup>th</sup> part and David Ramsay and Sarah his wife of the 5 <sup>th</sup> part. (in duplicate)
1858 Dec. 20 <sup>th</sup>	Appointment and Settlement to uses made between Sarah Ramsay of the 1 <sup>st</sup> part David Ramsay of the 2 <sup>nd</sup> part and Edward Williams Lord Edward Lee Edward Pearson Ramsay and Edward Henry Reliance of the 3 <sup>rd</sup> part Registered N <sup>o</sup> 130 Book 59.
1860 August 2 <sup>nd</sup>	Conveyance and Appointment Sarah Anne Ramsay to Edward Williams Lord Edward Lee Edward Pearson Ramsay and Edward Henry Reliance Registered N <sup>o</sup> 316 Book 77.
1891 July 17 <sup>th</sup>	Appointment of new Trustee David Ramsay to James Ramsay Registered N <sup>o</sup> 608 Book 466 bound.
1891 Sept. 18 <sup>th</sup>	Order made by the Supreme Court of New South Wales in its equitable jurisdiction concerning the sale of lands.
1900 Feb. 2 <sup>nd</sup>	Appointment of new Trustees David Ramsay 1 <sup>st</sup> part Edward Pearson Ramsay and James Ramsay 2 <sup>nd</sup> part Kate Dorothy Ramsay 3 <sup>rd</sup> part and The Permanent Trustee Company of New South Wales limited 4 <sup>th</sup> part Registered N <sup>o</sup> 624 Book 658.
1904 Nov. 21 <sup>st</sup>	Copy Minute from the Executive Council.
1905 April 17 <sup>th</sup>	Release Edward Pearson Ramsay and James Ramsay 1 <sup>st</sup> part The Permanent Trustee Company of New South Wales limited 2 <sup>nd</sup> part His Majesty King Edward VIII. 3 <sup>rd</sup> part and The Minister for Public Works of the 4 <sup>th</sup> part.
1905 May 15 <sup>th</sup>	Conveyance The Minister for Public Works to the Permanent Trustee Company of New South Wales limited.
1905 January 23 <sup>rd</sup>	Power of Attorney Permanent Trustee Company of New South Wales Limited to Alfred Percival Redford.
1906 Feb. 1 <sup>st</sup>	Plan and well Surveyors Declaration endorsed.
1906 February 1 <sup>st</sup>	Surveyor's description.

W. Barnes J.P.

A. P. Burt

6/10/26 (14) 26.6.06. Rands. Exp. Certified having showing reservation

28/9/06 (15) 21.9.06 Co. Order restraining the Reg. Gen.

24.10.06 (17) 20.12.08 Another Copy of N<sup>o</sup> 3 above

2.8.60 " " " " " 4

7/2001 (18) 2.11.07 Copy of Council minute re SEE IN THE RECORDS OVERLEAF

See also 13073 (19) Nilis



the purposes of the Real Property Act, 1900. *And that*  
*we are the Solicitors of the within named*  
*applicant.* *C. A. Smith & Co.*

2 O'Connell St. Sydney

\*If by Solicitor insert:—"And that I am the Solicitor of the within-named Applicant," and add his own address to his signature.

Received No. 1.2.22624  
4.5.6.7.8+10=  
Karlton Sming  
Mr B B Sming  
9/3/09

Receipt of \$16 - on loan  
to be returned

12. *Chenopodium*  
No. 16 *Porton Smith Co.*  
*Genl fur TB King*  
Dep. Reg. 3/11/10  
4.7.11.10

N<sup>o</sup>. 3 has since been lodged in *Priz* 15873

5-11-10

**PAYMENT OF THESE MUST ACCOMPANY THE APPLICATION.**

1st.—Where the Applicant is the Original Grantee from the Crown.

[illegible]

Add Assurance, 1d. in the £ on declared value ... ..

*3rd.—Where the Applicant is not the Grantee from the Crown, or being the Grantee, the property has been dealt with by any Registered Instrument.*

**PAGES:—**

Advertisement ...	...	...	...	...	£1 10 0
New Certificate ...	...	...	...	...	1 0 0

TOTAL ... .. £2 10 0

In addition to the Assurance Fee of ½d. in the £ on the value.

State to whom all correspondence relating to this Application should be sent, with address, as under, viz. :—

Name Norton Smith

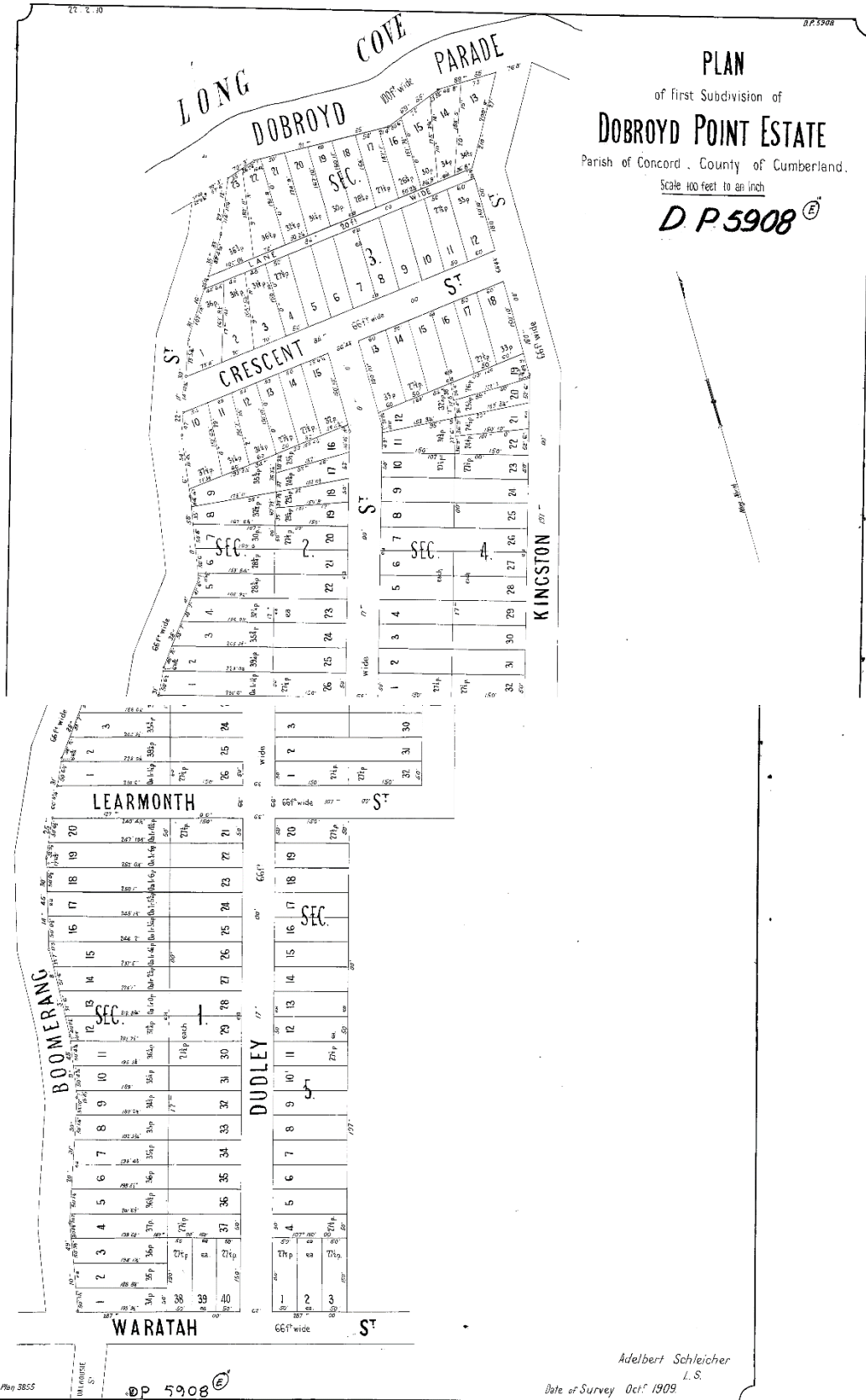
Occupation Solicitor

Post Town Sydney

Reg:1310242 /DocID: 005908 /Rev:16-Aut-1999 /NBN LBS /Psp:ALL /Pct:104-Jan-2021 10:02 /Seq:10 of 11  
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Equally taken from Dep. Plan 3855



[CERTIFICATE OF TITLE.]



No of appra 14230

REGISTER BOOK,  
Vol. 1951 Folio 80

The Permanent Trustees Company of New South Wales Limited

Applicant in primary application No 14230 is now the proprietor of an Estate in fee simple subject to the reservations and conditions of any contained in the Great Deed hereafter referred to and also subject to such encumbrances liens and interests as are referred to herein in that piece of land situated in the Municipality of Ashfield Parish of Concord and County of Cumberland containing Sixty eight acres one rood thirty two perches or thereabouts commencing on the North Eastern side of Mainville Street at a South Western corner of other land of the said The Permanent Trusts Company of New South Wales Limited and bounded thence on the South West by that Street bearing North Westward four hundred and seven feet eleven inches to Boomerang Street thence by that Street being less bearing North Eastward One hundred and eighty feet eleven inches two hundred and fifty two feet two inches and One hundred and twenty six feet six inches Northward One hundred and seventy seven feet six and one quarter inches and again North Eastward One hundred and eighty two feet one and one quarter inches two hundred and seven feet two inches one hundred and ninety two feet three and one half inches one hundred and sixty six feet four and three quarters inches One hundred and twenty seven feet six and one half inches One hundred and ninety five feet four and one quarter inches One hundred and thirty two feet three inches eighty nine feet four and three quarters inches and One hundred and fourteen feet eleven and one quarter inches to a Road and hundred feet west thence by that Road being less bearing North Eastward sixty eight feet and three quarters of an inch Northward two hundred and eighty seven feet eight and one half inches again North Eastward One hundred and twenty two feet nine and three quarters inches again Eastward One hundred and ninety eight feet four inches South Eastward one hundred and thirty five feet six and three quarters inches forty seven feet three and one half inches twenty four feet three and one half inches two hundred and fifty two feet eleven and three quarters inches twenty four feet eight and one half inches and One hundred and eleven feet one inch to the Permanent Trusts Company of New South Wales Limited other land of said and thence by that land being less passing along the Original Rough Water Mark of Long Cove Creek bearing South Eastward One hundred and forty feet six inches Southward ninety seven feet five and one quarter inches again South Eastward ninety four feet eleven inches South Westward eighty three feet eight and one half inches eighty three feet seven and one half inches seventy three feet nine and one half inches eighty three feet four and one half inches eighty feet five inches three hundred and seventy seven feet ten and three quarters inches sixty two feet ten and three quarters inches two hundred and twenty eight feet two and one quarter inches One hundred and three feet two and one half inches One hundred and four feet eleven and three quarters inches One hundred and twelve feet two and one half inches One hundred and seven feet two and one quarter inches One hundred and sixty one feet nine inches and forty eight feet seven and three quarters inches and again Southward thirty six feet three and one quarter inches to the point of commencement as shown on the Plan hereon and thence edged and being Blocks 16 and 16' of the Dobroyd Estate and front of four hundred and eighty acres (shown 25' of plan) delineated in the Public Map of the said parish deposited in the Department of Lands originally granted to Nicholas Bayley by Crown Grant dated the ninth day of August and thousand eight hundred and three

In Witness whereof I have hereunto signed my name and affixed my Seal this Twenty  
day of February One thousand nine hundred and nine.

*fifth.*  
Signed the 25<sup>th</sup> day of  
February 1909 in the  
presence of  
J. R. Riley

C. P. Reed

Deputy Registrar General

Notification referred to.





Reg:R207686 /Doc:CT 01951-080 CT /Rev:02-Aug-2012 /NSW LRS /Prt:19-Jan-2021 09:03 /Seq:2 of 4  
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520063 CAVEAT DATED 18 March 1909  
BY THE REGISTRAR GENERAL, PRODUCED & ENTERED  
AT 10 O'CLOCK IN THE AM. NOON.  
Deputy Registrar General.

Withdrawal of Caveat no 520063 dated 31 May 1909  
produced & entered 31 May 1909 at 4 o'clock in the  
afternoon

*Salacianus*  
Depy Reg General

NO. 528429 TRANSFER DATED 19 April 1909  
FROM THE SAID Permanent Trustee Company of  
New South Wales Limited to the Haymarket Permanent  
Land Building and Investment Company Limited  
OF THE LAND within DESCRIBED  
PRODUCED & ENTERED 31 May 1909 AT 10 O'CLOCK IN THE AM. NOON.  
Deputy Registrar General.

NO. 528430 MORTGAGE DATED 19 April 1909  
FROM THE SAID Haymarket Permanent Land Building  
and Investment Company Limited to the Permanent Trustee  
Company of New South Wales Limited  
PRODUCED & ENTERED 31 May 1909 AT 10 O'CLOCK IN THE AM. NOON.  
Deputy Registrar General.

NO. 528526 TRANSFER DATED 14 October 1910  
FROM THE above NAMED The Haymarket Permanent Land  
Building and Investment Company Limited with consent  
of Mortgagee to Fred Dean Lot 27 Sec 1 of P 5908  
Subject to covenants of the LAND within DESCRIBED  
PRODUCED & ENTERED 15 November 1910 AT 4 O'CLOCK IN THE AFTERNOON  
Deputy Registrar General.

NO. 528527 TRANSFER DATED 24 September 1910  
FROM THE above NAMED The Haymarket Permanent Land  
Building and Investment Company Limited with consent  
of Mortgagee to Adam Crawford Street Lot 31 & 32 Sec 1  
of P 5908 Subject to covenants of the LAND within DESCRIBED  
PRODUCED & ENTERED 15 November 1910 AT 11 O'CLOCK IN THE AFTERNOON  
Deputy Registrar General.

NO. 60488 TRANSFER DATED 4 March 1911  
FROM THE above NAMED The Haymarket Permanent Land Building  
and Investment Company Limited with consent of  
Mortgagee to John Gilbey & Co. Lot 32  
Sec 1 of P 5908 OF THE LAND within DESCRIBED  
PRODUCED & ENTERED 11 April 1911 AT 10 O'CLOCK IN THE AM. NOON.  
Registrar General.

NO. 60494 TRANSFER DATED 14 March 1911  
FROM THE above NAMED The Haymarket Permanent Land Building  
and Investment Company Limited with consent of  
Mortgagee to John Gilbey & Co. Lot 32  
Sec 1 of P 5908 OF THE LAND within DESCRIBED  
PRODUCED & ENTERED 11 April 1911 AT 10 O'CLOCK IN THE AM. NOON.  
Registrar General.

NO. 622675 TRANSFER DATED 20th July 1911  
FROM THE above NAMED The Haymarket Permanent Land  
Building and Investment Company Limited with  
consent of Mortgagee to John Gilbey & Co. Lot 29  
Sec 1 of P 5908 Subject to covenants of the LAND within DESCRIBED  
PRODUCED & ENTERED 6th September 1911 AT 10 O'CLOCK IN THE AM. NOON.  
Registrar General.

NO. 627720 TRANSFER DATED 3rd October 1911  
FROM THE above NAMED The Haymarket Permanent Land  
Building and Investment Company Limited with consent of  
Mortgagee to Charles Robert Whitting. Lot 7 Sec 4 of P 5908 OF THE LAND within DESCRIBED  
PRODUCED & ENTERED 13th October 1911 AT 10 O'CLOCK IN THE AM. NOON.  
Registrar General.

NO. 626163 TRANSFER DATED 21st November 1911  
FROM THE above NAMED The Haymarket Permanent Land  
Building and Investment Company Limited with  
consent of Mortgagee to Charles Robert Whitting. Lot 26 Sec 1 of P 5908 Subject to covenants of the LAND within DESCRIBED  
PRODUCED & ENTERED 8th December 1911 AT 10 O'CLOCK IN THE AM. NOON.  
Registrar General.

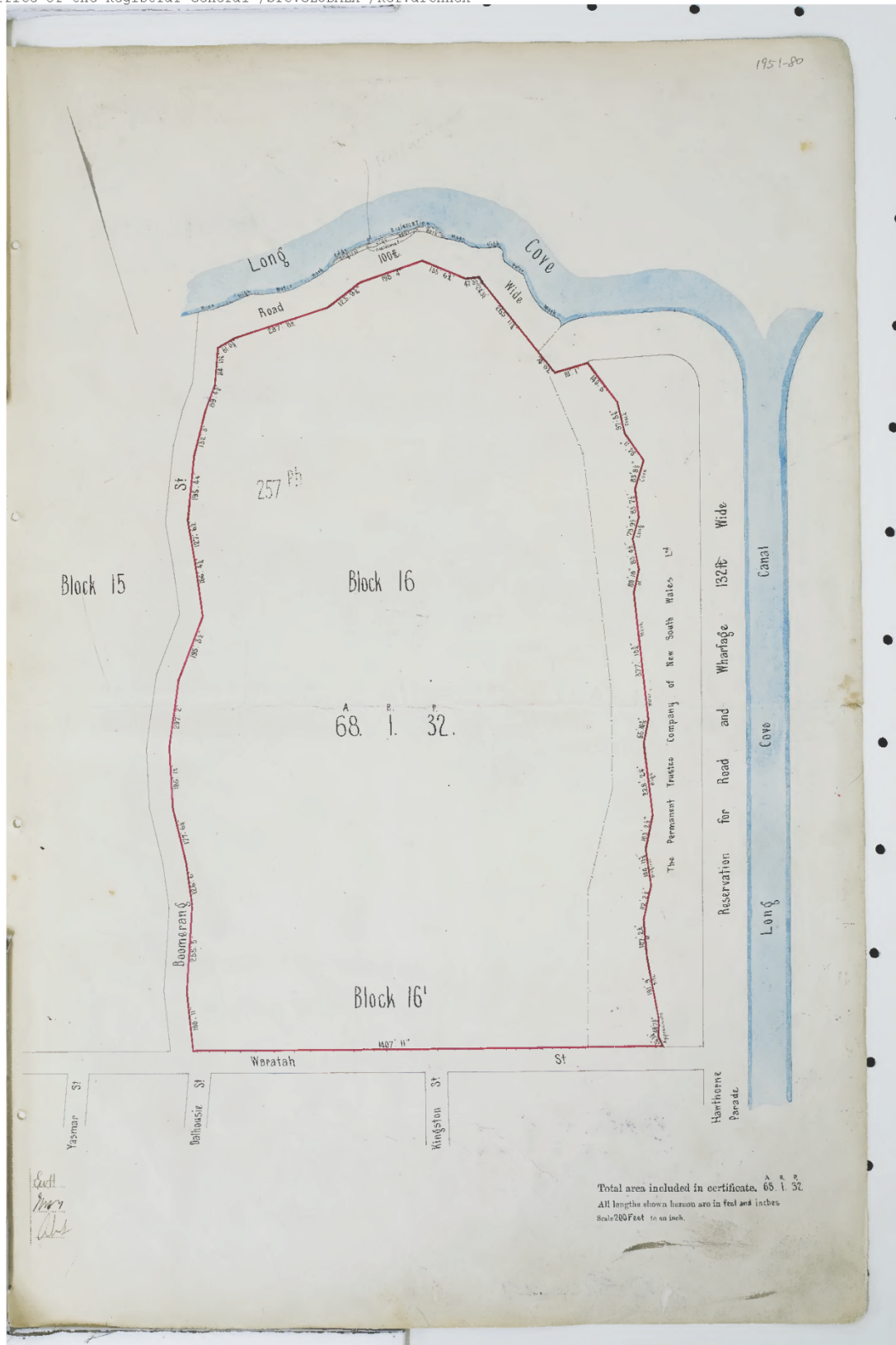
NO. 626191 TRANSFER DATED 8th September 1911  
FROM THE above NAMED The Haymarket Permanent Land Building  
and Investment Company Limited with consent of Mortgagee to  
John Gilbey & Co. Lot 32 Sec 1 of P 5908 Subject to covenants of the LAND within DESCRIBED  
PRODUCED & ENTERED 8th September 1911 AT 10 O'CLOCK IN THE AM. NOON.  
Registrar General.

NO. 654363 TRANSFER DATED 29th March 1912  
FROM THE above NAMED The Haymarket Permanent Land Building  
and Investment Company Limited with consent of Mortgagee to  
John Gilbey & Co. Lot 32 Sec 1 of P 5908 Subject to covenants of the LAND within DESCRIBED  
PRODUCED & ENTERED 2nd April 1912 AT 10 O'CLOCK IN THE AM. NOON.  
Registrar General.

NO. 654365 TRANSFER DATED 20th February 1912  
FROM THE above NAMED The Haymarket Permanent Land Building  
and Investment Company Limited with consent of Mortgagee to  
John Gilbey & Co. Lot 32 Sec 1 of P 5908 Subject to covenants of the LAND within DESCRIBED  
PRODUCED & ENTERED 17th April 1912 AT 10 O'CLOCK IN THE AM. NOON.  
Registrar General.

NO. 656319 TRANSFER DATED 15th March 1912  
FROM THE above NAMED The Haymarket Permanent Land Building  
and Investment Company Limited with consent of Mortgagee to  
John Gilbey & Co. Lot 32 Sec 1 of P 5908 Subject to covenants of the LAND within DESCRIBED  
PRODUCED & ENTERED 30th April 1912 AT 10 O'CLOCK IN THE AM. NOON.  
Registrar General.

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658698 TRANSFER dated 9th April 1912  
from the said the Kaymarket Permanent Land Building and Investment Company Limited (with consent of mortgagee) to the said George and wife of Robert William Kaymarket 102/111  
Subject to building covenants and conditions  
Produced and entered at 12 noon 12th May 1912  
Cancellation & Certificate of Title issued  
Vol. 2237 Fol. 223  
R. K. Reliance  
REGISTRAR GENERAL

658825 TRANSFER dated 11th May 1912  
from the said the Kaymarket Permanent Land Building and Investment Company Limited (with consent of mortgagee) to the said George and wife of Robert William Kaymarket 102/111  
Subject to building covenants and conditions  
Produced and entered at 12 noon 12th May 1912  
Cancellation & Certificate of Title issued  
Vol. 2261 Fol. 52  
R. K. Reliance  
REGISTRAR GENERAL

667341 TRANSFER dated 11th June 1912  
from the said the Kaymarket Permanent Land Building and Investment Company Limited (with consent of mortgagee) to the said George and wife of Robert William Kaymarket 102/111  
Subject to building covenants and conditions  
Produced and entered at 12 noon 12th June 1912  
Cancellation & Certificate of Title issued  
Vol. 2279 Fol. 25  
R. K. Reliance  
REGISTRAR GENERAL

668145 TRANSFER dated 11th June 1912  
from the said the Kaymarket Permanent Land Building and Investment Company Limited (with consent of mortgagee) to the said George and wife of Robert William Kaymarket 102/111  
Subject to building covenants and conditions  
Produced and entered at 12 noon 12th June 1912  
Cancellation & Certificate of Title issued  
Vol. 2279 Fol. 30  
R. K. Reliance  
REGISTRAR GENERAL

668923 TRANSFER dated 21st May 1912  
from the said the Kaymarket Permanent Land Building and Investment Company Limited (with consent of mortgagee) to the said George and wife of Robert William Kaymarket 102/111  
Subject to building covenants and conditions  
Produced and entered at 12 noon 12th May 1912  
Cancellation & Certificate of Title issued  
Vol. 2279 Fol. 40  
R. K. Reliance  
REGISTRAR GENERAL

669460 TRANSFER dated 25th June 1912  
from the said the Kaymarket Permanent Land Building and Investment Company Limited (with consent of mortgagee) to the said George and wife of Robert William Kaymarket 102/111  
Subject to building covenants and conditions  
Produced and entered at 12 noon 12th June 1912  
Cancellation & Certificate of Title issued  
Vol. 2279 Fol. 47  
R. K. Reliance  
REGISTRAR GENERAL

664519 TRANSFER dated 7th May 1912  
from the said the Kaymarket Permanent Land Building and Investment Company Limited (with consent of mortgagee) to the said George and wife of Robert William Kaymarket 102/111  
Subject to building covenants and conditions  
Produced and entered at 12 noon 12th May 1912  
Cancellation & Certificate of Title issued  
Vol. 2270 Fol. 187  
R. K. Reliance  
REGISTRAR GENERAL

665362 TRANSFER dated 21st May 1912  
from the said the Kaymarket Permanent Land Building and Investment Company Limited (with consent of mortgagee) to the said George and wife of Robert William Kaymarket 102/111  
Subject to building covenants and conditions  
Produced and entered at 12 noon 12th May 1912  
Cancellation & Certificate of Title issued  
Vol. 2271 Fol. 177  
R. K. Reliance  
REGISTRAR GENERAL

DISCHARGE of within Mortgage No. 228730  
Dated 16th August 1912  
Produced and entered at 12 noon 12th August 1912  
Cancellation & Certificate of Title issued  
Vol. 2289 Fol. 87  
R. K. Reliance  
REGISTRAR GENERAL

673177 TRANSFER dated 24th February 1913  
from the said the Kaymarket Permanent Land Building and Investment Company Limited (with consent of mortgagee) to the said George and wife of Robert William Kaymarket 102/111  
Subject to building covenants and conditions  
Produced and entered at 12 noon 12th February 1913  
Cancellation & Certificate of Title issued  
Vol. 2289 Fol. 87  
R. K. Reliance  
REGISTRAR GENERAL

This Deed is Cancelled and Certificate of Title issued  
Vol. 2295 Fol. 117  
R. K. Reliance  
REGISTRAR GENERAL



Reg:R155299 /Doc:CT 02298-117 CT /Rev:30-Jul-2012 /NSW LRS /Prt:04-Jan-2021 10:12 /Seq:1 of 14  
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(C.)  
(Copy of certificate 14220.)  
{Reference to last certificate  
Volume 1951 Folio 50.}

New South Wales.  
[CERTIFICATE OF TITLE.]  
(Order 18676977)  
(Reference after transfer 18673387.)

REGISTER BOOK,  
Vol. 2298, Folio 117

The Haymarket Permanent Land Building and Investment Company Limited

by virtue of certificate of title volume 1951, folio 50, surrendered as to the whole after transfer 18673387 is now the proprietor of a certain  
in the Parish, subject nevertheless to the reservations and encumbrances, if any contained in the said certificate referred to and also  
subject to such encumbrances, liens and interests as are notified herein in that class of land situated in the Municipality  
of Ashfield Parish of Concord and County of Cumberland containing sixty three acres, one rood, eight and three  
quarters perches or thereabouts as shown on the plan hereon and therein edged red being Allotments 14 and 15 of the 1st district  
of state and part of Town Hundred and eighty seven (Volume 257) of Parish situated on the public map of the said  
Parish deposited in the Department of Lands originally granted to Nicholas Daykin by James Grant dated the ninth  
day of August one thousand eight hundred and three  
Exclusively of the lands respectively colored yellow on said plan hereon being Lots 1, 2, 3, 4, 5, 6 and 7, Lots 25 to 29 inclusive  
and Lots 30 to 32 inclusive of section 1, Lot 3 and Lots 14 to 17 inclusive of section 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10  
of section 15 and Lots 13 and 14 of section 16 on a registered plan 5908 the areas of which are not included in the above  
notified area, specifically three acres, one rood, eight and three quarters perches

In Witness whereof I have hereunto signed my name and affixed my seal this First  
day of October 1912

Signed the 1st day of October 1912  
in the presence of

Notary Signature General

Notification referred to  
No 525736 Mortgage dated the 14th day of April 1909  
from the said Haymarket Permanent Land Building and Investment Company Limited to The Permanent Trusts Company  
of New South Wales Limited produced and entered the 21st  
day of May 1909 at 10 o'clock in the afternoon

No 690415 Caveat dated 19th November 1912  
Produced and entered 25th November 1912  
at 10 o'clock in the afternoon as regards  
lots 10 to 13 and key def plan 5908

Not Reliance  
Reg General

Withdrawal of within Caveat No 690415 dated 25th  
November 1912 Produced and entered 27th November 1912 at 3  
o'clock in the afternoon as regards lot 12 of Sec 1  
Dep Plan 5908

Not Reliance  
Registrar General

682984 Transfer dated 3rd March 1912  
from the said Haymarket Permanent Land Building and Investment Company Limited to the Permanent Trusts Company  
of New South Wales Limited produced and entered the 11th  
day of October 1912 at 10 o'clock in the afternoon

Not Reliance

682985 Transfer dated 3rd August 1912  
from the said Haymarket Permanent Land Building and Investment Company Limited to the Permanent Trusts Company  
of New South Wales Limited produced and entered the 11th  
day of October 1912 at 10 o'clock in the afternoon

Not Reliance

690748 Transfer dated 15th October 1912  
from the said Haymarket Permanent Land Building and Investment Company Limited to the Permanent Trusts Company  
of New South Wales Limited produced and entered the 24th  
November 1912 at 10 o'clock in the afternoon

Not Reliance

691484 Transfer dated 12th February 1913  
from the said Haymarket Permanent Land Building and Investment Company Limited to the Permanent Trusts Company  
of New South Wales Limited produced and entered the 17th  
March 1913 at 10 o'clock in the afternoon

Not Reliance

Reg:R155299 /Doc:CT 02298-117 CT /Rev:30-Jul-2012 /NSW LRS /Prt:04-Jan-2021 10:12 /Seq:2 of 14  
 © Office of the Registrar-General /Src:GLOBALX /Ref:archnex



Reg:R207948 /Doc:DL A124295 /Rev:27-Apr-2009 /NSW LRS /Pgs:ALL /Prt:19-Jan-2021 09:30 /Seq:1 of 4  
 © Office of the Registrar-General /Src:GLOBALX /Ref:archnex uth Charles.

Transfer .....  
 Endorsement .....  
 Certificate .....  
 A124295H  
 A124295

**FEE SIMPLE**  
 124295.8.14

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)  
 5.8.14W  
 OF  
 STAMP DUTY

**REGISTRAR GENERAL**  
 NEW SOUTH WALES

**Name, residence, occupation, or other designation, in full, of Transferor.**  
 The Haymarket Permanent Land and Investment Company Limited

**If a less estate, strike out "in fee simple," and interline the required alteration.**  
 being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of *one hundred and twenty five pounds* (£25.0.0) /

**All subsisting encumbrances must be noted hereon. (See page 2.)**

**If the consideration be not pecuniary, state its nature concisely.**

**Name, residence, occupation, or other designation in full, of transferee.**  
 If a minor, state of what age, and forward certificate or declaration as to date of birth.  
 If a married woman, state name, residence, and occupation of husband.  
 paid to me by *Ethel Gertrude Purslow of Haberfield Spinster*

**the receipt whereof I hereby acknowledge,**

**If to two or more, state whether as joint tenants or tenants in common.**  
 do hereby transfer to the said *Ethel Gertrude Purslow*

**Area, in acres, rods, or perches.**  
 ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing\*

**Parish or town and county.**  
 situate in *Parish of Concord County of Cumberland*

**"The whole" or "part," as the case may be.**  
 being *part* of the land comprised in *Certificate of Title*

**"Crown Grant," or "Certificate of Title."**  
 dated *1<sup>st</sup> October 1912* registered volume No. *2298 folio 117.*

**Strike out if not appropriate.**  
 These references will suffice, if the whole land in the grant or certificate be transferred.  
 But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—  
 "as delineated in the plan hereon (or annexed hereto)" or "described as follows, viz.":—  
 Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

**And also in the pieces of land as follows:— and being the land shown as lot 7 section 3 on Deposited Plan Number 5908** ✓

*see covenant on next page*

**[Rule up all blanks before signing.]**

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The word rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.  
 [Price, 6d.]

*Noted and signed*



Req:R207948 /Doc:DL A124295 /Rev:27-Apr-2009 /NSW LRS /Pgs:ALL /Prt:19-Jan-2021 09:30 /Seq:2 of 4

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~~OF ENCUMBRANCES, &c., REFERRED TO.~~

P See note "a" page 1.  
A very short note of  
the particulars will  
suffice.

S U B J E C T to the provisions and conditions hereinafter contained that is to say PROVIDED ALWAYS and the said ETHEL GERTRUDE PURSLOW to bind herself and her assigns as well as the land hereditaments and the successive owners and the assigns thereof DOTH HEREBY COVENANT AND AGREE with the said Company that she will not erect or suffer to be erected upon the said Allotment any building which shall be of a less value than the sum of £450 or in the case of semi-detached buildings £700 the pair and all such buildings shall be constructed of brick stone or similar material and the roof of the main building shall be of slate tiles or similar material and shall be built at least fifteen feet back from the front alignment of such lot PROVIDED ALWAYS that business premises may with the consent in writing of the said Company first had and obtained for that purpose be exempt from this Covenant but no business premises shall be built except in Waratah Street AND the said ETHEL GERTRUDE PURSLOW FURTHER COVENANTS with the said Company that she will not erect or suffer to be erected any advertisement hoarding upon the said lot and that she will not re-subdivide the said lot in any way without the written consent of the said Company AND the said ETHEL GERTRUDE PURSLOW DOTH HEREBY AUTHORISE AND DIRECT the Registrar General to endorse upon an Certificate of Title to be issued in respect of the said Allotment or any part thereof a notification to the effect that the land in respect of which such Certificate of Title is issued is held subject to the conditions and covenants hereinbefore contained.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at *Sydney*  
the *Twenty Eighth* day of *July* in the year  
of our Lord one thousand nine hundred and *fourteen*

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Transferor.\*

Signed\*

*Given under the Common Seal of the Company by order of the Board of Directors this twenty eighth day of July 1914 and Thomas Bentley and William John Leckie two of the Directors constituting such Board signed the same in the presence of Robert Barton J.P. Manager*

*Thomas Bentley*  
*W. Leckie*

m Repeat attestation for additional parties if required.

m 2121

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Req:R207948 /Doc:DL A124295 /Rev:27-Apr-2009 /NSW LRS /Pgs:ALL /Prt:19-Jan-2021 09:30 /Seq:3 of 4

© Office of the Registrar-General /Src:GLOBALX /Ref:archnex accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferor, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

Ethel Gertrude Purslow

WHO IS PERSONALLY KNOWN TO ME  
M. Mann

Ethel Gertrude Purslow  
Transferree.

(\*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "c" in margin.)  
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

The Permanent Trustee Company of New South Wales Limited being entitled to receive payment of the moneys secured by Memorandum of Mortgage dated the 19<sup>th</sup> day of April 1909 registered Number 528730 in consideration of the sum of ten shillings paid to it by the Haymarket Permanent Loan Building and Investment Company Limited, doth hereby release and discharge the said Mortgage so far only as concerns the land comprised in the within Memorandum of Mortgage and without prejudice to its rights in respect of the remainder of the land comprised in the said Mortgage.

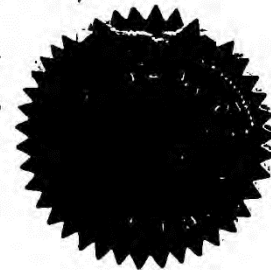
Dated at Sydney this thirtieth day of June 1914.

The common seal of the Permanent Trustee Company of New South Wales Limited was affixed hereto by order of the Directors present at and forming a Board of Directors of the said company held the thirtieth day of June 1914 and such Directors Meeting also signed this Transfer in the presence of

A. A. Hughes

M. Mann

J. J. Hood  
Lawson  
F. J. Lawson



#### FORM OF DECLARATION BY ATTESTING WITNESS.\*

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties. Name of witness and residence. Name of Transferor. Name of Transferor.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Lot 7. Sec 3 680 5908  
ashfield  
Subject to Covenants

**Lodged by**

(Name)

(Addre

A

124295

The Haymarket Permanent Land Building  
and Investment Company Limited (Transferor).

*Transferee.*

Ethel Gertrude Purshaw

Particulars entered in the Register Book, Vol. 2298

Folio 117.

the 5<sup>th</sup> day of September, 1914,  
at minutes 12 o'clock  
in the \_\_\_\_\_ noon.

noon.

*W. A. Reliance*

Registrar General

1915

54 5121

SEP 8 1914	SEP 8 1914	SEP 8 1914
FROM RECORDS	SEP 8 P.M.	4 ED
LISTEN		CA
URGENT EXAMINED		289
RECD. TO RECORDS	REQUISITION	
	REGISTR.	
MAILED FORWARDED		
RETURNED FROM RECORDS		
CERTIFICATE ENCROSSED	11 9 14	1.2.14
DIAGRAM COMPLETE	11 9 14	289
CERTIFICATE EXAMINED		289
ACCOUNTANT		
DEP. REGISTRAR GENERAL	SEP 16 1914	

2513 80

SEP 8 - A.L.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

**SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—**

**Transfers** can be registered until the fees are paid.  
 a) If only the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 10s.; but it will save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Taxes Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.  
**Remains** in common must receive separate Certificates. 10s. will be required for each additional Certificate.  
 The fees on transfers are 10s., and 2s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.  
 The Transfer is complete from the moment it is recorded.  
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—All lands granted from the Crown since 1st January, 1883, are, *ipso facto*, under the provisions of the Real Property Act and must be dealt with in the forms prescribed by that Act.



Reg:R155261 /Doc:CT 02513-080 CT /Rev:31-Jul-2012 /NSW LRS /Prt:04-Jan-2021 10:07 /Seq:1 of 2  
 © Office of the Registrar-General /Src:GLOBALX /Ref:archnex

# CERTIFICATE OF TITLE.

(C.)

New South Wales.

[App No. 11430  
 [Reference to last Certificate  
 [Vol. 1298 Folio 117



REGISTER BOOK,  
 Vol. 2513 Folio 80

CANCELLED ☒ W

ON ISSUE OF NEW FOLIO 7/3/5908  
 7/3/5908

*Edith Gertrude Purshaw*

*Edith Gertrude Purshaw* of Ashfield, Spinster, transferee under Instrument of Transfer from the Keymarket Permanent Land Building and Improvement Company Limited N° 114305 is now the proprietor of an Estate in Fee Simple, subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in that piece of land situated in the Municipality of Ashfield, Parish of Concord, and County of Hunterland containing Twenty seven and one half perches as shown in the Plan hereon, and therein edged red, being Lot 7 of Section 3 on a Plan deposited in the Land Titles Office, Sydney, No. 5908 and part of Four hundred and eighty nine (Section 3) of land delineated in the Public map of the said Parish in the Department of Lands originally granted to Nicholas Playley by Crown Grant dated the ninth day of August one thousand eight hundred and three

In witness whereof, I have hereunto signed my name and affixed my Seal, this twelfth day of September one thousand nine hundred and fourteen

Signed the 12<sup>th</sup> day of September 1914

in the presence of

*[Signature]*

*[Signature]*

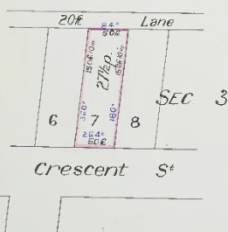
Deputy Registrar General.



NOTIFICATION REFERRED TO.

CV

*This Certificate of Title is issued subject to a covenant by Edith Gertrude Purshaw as contained in Instrument of Transfer N° 114305 that she will not erect or suffer to be erected upon the said allotment any building which shall be of a less value than the sum of £450 or in the case of semi-detached building £900 the plan and all such buildings shall be constructed of brick, stone or similar material and the roof of the main building shall be of slate, tiles or similar material and shall be built at least fifteen feet back from the front alignment of such lot provided always that houses provided may with the consent of the said company first had and obtained for that purpose be exempt from this covenant but no business premises shall be built except in the said lot and the said Edith Gertrude Purshaw further covenants with the said company that she will not erect or suffer to be erected any advertisement upon the said lot and that she will not re-subdivide the said lot*



Scale 100 feet to an inch.



*[Signature]*

*[Signature]*

*[Signature]*  
 Deputy Registrar General



7396701

Ronald Ferguson, Coln's of West Ryde, Gwent  
 is the registered proprietor of the land within described.  
 See Section 13, Application No. 276707  
 Entered 17 August 1973  

  
 REGISTRAR GENERAL

TE  
N4688

Carmine Kocer Bealaj of Haverfield Hardware  
 Merchant and Maria Isidiana Bealaj his  
 wife joint tenants are  
 now the registered proprietor of the land within described  
 See TRANSFER No 14688 30 dated 4th Septmber, 1973  
 Entered 5th October 1973  
 [Signature]  
 REGISTRAR GENERAL

M  
-831

No. 11469831 MORTGAGE dated 4th September 1973  
to The Commercial Banking Company of  
Sydney Limited

Entered 5th October 1973

*Insulation*

REGISTERED  
10080

REGISTRAR GENERAL

10080

\*  
R  
R

REGISTERED PROPRIETOR *Perceval H. Limited.*  
By Transfer R41429 Registered 12-8-1990.

*[Signature]*  
REGISTRAR GENERAL

COMPUTER FOLLO  
DEALINGS TO BE REGISTERED.

898192801M  
— 29 Te } R



NEW SOUTH WALES LAND REGISTRY SERVICES - HISTORICAL SEARCH

SEARCH DATE

4/1/2021 10:05AM

FOLIO: 113/5908

First Title(s): SEE PRIOR TITLE(S)  
Prior Title(s): VOL 2513 FOL 80

Recorded	Number	Type of Instrument	C.T. Issue
16/9/1989		TITLE AUTOMATION PROJECT	LOT RECORDED FOLIO NOT CREATED
13/9/1990		CONVERTED TO COMPUTER FOLIO	FOLIO CREATED CT NOT ISSUED
3/12/1991	E101852	TRANSFER	
3/12/1991	E101853	MORTGAGE	EDITION 1
6/6/2000	6838486	CHANGE OF NAME	
6/6/2000	6838490	MORTGAGE	EDITION 2
3/8/2000	6996831	POSTPONEMENT OF MORTGAGE	EDITION 3
11/11/2013	A1146844	DEPARTMENTAL DEALING	
28/1/2017	AM109459	DISCHARGE OF MORTGAGE	EDITION 4
2/9/2018	AN678864	DEPARTMENTAL DEALING	EDITION 5 CORD ISSUED
15/9/2020	AP912711	DEPARTMENTAL DEALING	
15/10/2020	AQ42186	CAVEAT	

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

archrex

PRINTED ON 4/1/2021

ANTHONY HORDERNS—THE PEOPLE'S MARKET.			ANTHONY HORDERNS—THE POPULAR STORE.		
183	Oke	ASHFIELD AND SUMMER HILL.	OUR	ASHFIELD AND SUMMER HILL.	183
Chelmsford Avenue (Haberfield)	North side	70 Leongie Frederick	William W. Arthur	183	183
		71 Leongie Robert			
London Avenue—Cresce ave	North side	72 Leongie John G.			
		73 Leongie John G.			
Church Street (Ashfield)	North side	74 Leongie John G.			
		75 Leongie John G.			
Church Street (Ashfield)	North side	76 Leongie John G.			
		77 Leongie John G.			
Church Street (Ashfield)	North side	78 Leongie John G.			
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Church Street (Ashfield)	North side	84 Leongie John G.			
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Church Street (Ashfield)	North side	86 Leongie John G.			
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Church Street (Ashfield)	North side	88 Leongie John G.			
		89 Leongie John G.			
Church Street (Ashfield)	North side	90 Leongie John G.			
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Church Street (Ashfield)	North side	116 Leongie John G.			
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Church Street (Ashfield)	North side	128 Leongie John G.			
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Church Street (Ashfield)	North side	130 Leongie John G.			
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Church Street (Ashfield)	North side	132 Leongie John G.			
		133 Leongie John G.			
Church Street (Ashfield)	North side	134 Leongie John G.			
		135 Leongie John G.			
Church Street (Ashfield)	North side	136 Leongie John G.			
		137 Leongie John G.			
Church Street (Ashfield)	North side	138 Leongie John G.			
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**Tel. UA1317.**

**Tel. UA1317.**

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**SELLING HOMES to Home Seekers is the BIG FEATURE of OUR BUSINESS.**