



“Nanima”,
7009 Goolma Rd.,
Wellington NSW 2820
Ph: 02 68451793

Email: nba43079@bigpond.net.au

12 March 2014

SENT BY POST & EMAIL

M/s Diane Sarkies
Senior Planner, Energy,
NSW Department of Planning & Infrastructure,
GPO Box 39,
SYDNEY NSW 2001
Ph: 02 9228 6370
Email: diane.sarkies@planning.nsw.gov.au



Dear M/s Sarkies,

RE: MODIFICATION REQUEST FOR WELLINGTON GAS FIRED POWER STATION (MP 06_0315 MOD 2).

I live in and own the closest and most affected residence to the proposed Project. My property Nanima House is non compliant with NSW Industrial Noise Policy (see Table 1 of PB Memo dated 23 December 2013). I will support the Modifications subject to the following conditions :-

1. ERM Power Ltd (“ERM”) undertake immediately to pay all legal expenses incurred by me as a consequence of the Approval granted by the Minister for Planning, Hon Kristina Keneally on 4 March 2009 that has blighted Nanima since 2005.
2. ERM immediately do a Statement of Heritage Impact for the Nanima House property including the Homestead and all outbuildings including the Stables and Maids Quarters pursuant to the letter by Mr Chris Thompson, Senior Planner, Wellington Council dated 18 June 2008.
3. ERM immediately construct an earthen wall around the Homestead, Maids Quarters and Stables and plant the earthen wall with trees/shrubs.
4. ERM immediately upgrade, install and pay for the Nanima watering system, including the river pump, underground tanks and connecting pipes for a drip irrigation system to the earthen wall planted with trees and shrubs.
5. ERM immediately install sound proofing in the roofs of the Nanima Homestead, Maids Quarters and Stables at ERM’s cost.
6. ERM immediately install and connect solar panelling to the Homestead and Maids Quarters roofs at ERM’s cost,
7. ERM immediately paint the Nanima Homestead, Maids Quarters and Stables in compliance with the Heritage requirements of Wellington Council.
8. ERM immediately complete and provide to me a copy of the following pre-construction reports contained in the Project Approval :-
 - (i) Hazards and Risk – Condition 2.21,

- (ii) Bunding and Spill Management – Condition 2.22,
 - (iii) Pre-commissioning Hazards Studies - Conditions 2.23 & 2.24,
 - (iv) Traffic and Transport Impacts - Conditions 2.25 & 2.26,
 - (v) Ecological Impacts - Condition 2.27, and
 - (vi) Visual Amenity Impacts of Nanima House – Conditions 2.29, 2.30, 2.31
9. ERM immediately agree to pay \$400,000.00 annually increasing by 10% per year to the owner of the Nanima House property or his heirs and successors from 4 March 2014 for the life of the Project irrespective of whether or not ERM continues to own the Power Station and decides not to proceed with the proposal.
 10. ERM pay immediately the legal expenses sent to them by me by email on 25 July 2012.
 11. ERM pay immediately any outstanding rates and refund me all rates levied by Wellington Council on the property since 2009 as ERM has obtained an interest in the property without any consideration.

REASONS THAT PROPOSAL SUPPORTED.

1. The loss and damage has already been done and is continuing.
2. I support competition in the electricity sector and lower costs.

MATTERS TO TAKE INTO ACCOUNT

1. I own the most affected residence, Nanima House, that is within 700m of the proposal. I note that the closest residence to AGL's "Dalton Project" is some 2.3km away.
2. Nanima House is an Historic Property and is on the Wellington LEP, registered with the National Trust and on the Register of the National Estate,
3. None of the promises/commitments in s4.23 of the Submissions have been complied with by ERM,
4. Commitment N12 in the Statement of Commitments has not been complied with - there is no "negotiated agreement",
5. Nanima House is severely blighted by the Project Approval - there were no bids at a Public Auction and no subsequent offers,
6. **Nanima House is non compliant with Condition 2 of the Request for Modifications (see Table 1 in Parsons Brinkerhoff Memo),**
7. ERM Power have made no effort to resolve the outstanding matters re Nanima despite requests from the Minister for Planning, Hon Brad Hazzard, to do so and also the CEO of Wellington Council, Mr Michael Tolhurst in his letter to the Minister.

CONDITIONAL APPROVAL

1. The problem of course, is to provide competition in the electricity market. However, it should be noted :-
 - (i) that this Project has been on foot since 2005,
 - (ii) ERM have made numerous promises in the Press, on Radio and TV that the Project will be up and running by 2012 if not before,

(iii) There is no compliance by ERM with all of Condition 5.1 (a) to (d) **COMMUNITY INFORMATION, CONSULTATION AND INVOLVEMENT** and if (e) and (f) have been complied with they are not on the ERM website,

(iv) ERM have provided no information to me or on their website on Conditions 2.21 to 2.41 (**Hazards and Risk, Bunding and Spill Management, Pre-Construction Hazards Studies, Pre Commissioning Hazards Studies, Traffic and Transport Impacts, Ecological Impacts, Visual Amenity Impacts**),

(v) The impact of this proposal on the saleability/marketability of the Nanima Subdivision land has been devastating. All interest evaporated once the Gas Fired Power Station proposal was made known.

(vi) Macquarie Developments lapsed their Option to purchase the Nanima Subdivision after the Project was approved which has caused me substantial damage and the associated Court proceedings are still on foot.

(vii) I am prepared to stay at Nanima and maintain its Heritage providing the works foreshadowed in the EA Submissions are done immediately by ERM namely:-

(a) the sound proofing of the roof on the Homestead, Maids Quarters and Stables and solar panelling installed and connected by ERM,

(b) the construction by ERM of the earthen wall planted with trees/shrubs around all of the buildings including the main Homestead, Maids Quarters and Stables,

(c) the upgrading of my water supply by ERM to water newly planted trees and shrubs ;

(d) ERM pay for and paint the Homestead, Maids Quarters and Stables in compliance with the Department of Heritage guidelines and Wellington Council's Heritage advisor that was commenced but not completed prior to the Project Approval,

(e) all legal expenses I have been forced to incur are paid by ERM, and

(f) an annual payment of say \$400K, paid quarterly, for the life of the Project increasing by 10% per year in recognition of the diminution in value of the Property, the time and costs I have incurred attempting to resolve the outstanding matters and the damages already incurred - ie restitution of my financial position had the Aged Care Project proceeded and/or the Macquarie Developments proposal.

2. ERM have not demonstrated to date that they have any intention of abiding by the neighbourhood principle in law nor have they shown any inclination to exercise Duties of Care inherent in the representations made to Parsons Brinkeroff Pty Ltd ("PB") in the Submissions Report :-

- a. ERM have known of my ongoing legal proceedings from the outset and the matters were noted on the Nanima Land Title annexed to the HTW Valuation commissioned by ERM in 2007.
- b. ERM did not respond to my counter offer dated 17 October 2008. See correspondence
- c. My counter offer is not mentioned in the PB Submissions Report,
- d. ERM have not done a Statement of Heritage Impact - s4.23.5 of the Submissions,

- e. ERM have made no effort to enter into a “negotiated agreement” to the satisfaction of all parties involved - N12 of the Statement of Commitments,
 - f. At no time since the Project Approval dated 4 March 2009 have ERM made an unconditional offer to purchase the property except by way of Option Deeds that do not resolve the problems,
 - g. ERM did not bid at the Public Auction of Nanima on 28 October 2011 – there were no bids.
 - h. ERM have acted in a misleading, deceptive, unconscionable and predatory way to date and have used my property rights to prefer their own interests at my expense.
 - i. Despite statements to the Australian Stock Exchange construction of this Project has not commenced.
 - j. There are numerous statements in the Press, on Radio and TV by ERM that construction will commence prior to 4 March 2014 all of which are untrue,
 - k. The legal costs that I may be liable for as a result of the proposed Nanima Subdivision Land sale to Macquarie Developments are horrendous and to date ~~and~~ could top \$2m.
 - l. This long drawn out indecision and non compliance by ERM has severely damaged my Horse Enterprise to date as I have been starved of carry on finance as my property is valueless and embroiled in legal proceedings that could have and should have been avoided.
 - m. I am unable to sell the Nanima Subdivision Land until the effect of this Project is known (ie after it is built and operating),
 - n. ERM have not communicated with me until after making announcements in the Press from the date of the Project Approval announcement until now. Neither ERM nor their solicitors, Freehills, did not even have the curtesy to let me know they had requested further Modifications despite correspondence on 24 February 2014 – there has been no Community Information, Consultation and Involvement see s5.1 of the Project Approval).
3. For the reasons stated above in proposed Conditions 1 to 10, if the Minister should grant the extension for commencement of construction and the commitment to only build initially the two stack configuration, the heritage of Nanima will be preserved and sufficient fund s will be available to maintain its upkeep well into the future.

I cannot emphasise strongly enough the inability to sell, mortgage, develop, maintain, or upgrade “Nanima” since 2005 due to the blight incurred by the proposal to construct the power station, and failure of ERM to enter into any meaningful negotiations to either buy Nanima or mitigate the impact of the blight.

I attach the following documents for your consideration :-

- (i) Rushtons Valuation – April 1997,
- (ii) Shane Trethewey Valuation - \$1.1m – 14 May 1999,
- (iii) Option Deed – Macquarie Developments – 10/03/05,
- (iv) History of Title Transaction,

- (v) Jack Dalton Report – Aged Care/Motel proposal,
- (vi) Letter Wtn Council to NB dated 18/06/08
- (vii) Offer & Counter Offer correspondence – 17/10/08,
- (viii) HTW Valuation – obtained by ERM - 16/08/07,
- (ix) MNJ letter to ERM dated 24 March 2010,
- (x) Higgins Valuation - \$2.9m (Just Terms),
- (xi) Wtn Times – Report on Auction Sale 31 Oct 2011,
- (xii) Buyer Activity Statement – LJ Hooker
- (xiii) Letter Min for Planning to NB dated 8/01/013,
- (xiv) ABC News – Confidence Wtn Power Stn will go ahead – 19/02/03,
- (xv) Letter Wtn Council to Min for Planning – 28/05/013,
- (xvi) Email Corro – ERM refusal to meet with NB & A Hyam,
- (xvii) Email Corro – Non payment of Legal Fees,
- (xviii) Email LG Smits – 14/12/11 – Failure to raise loan,
- (xix) Corro - Jaclac investment closed – 25/01/13,
- (xx) Corro Rex Turner (LJ Hooker) & NB – no offer – 19/11/13,
- (xxi) Corro – NB & Freehills (solicitors for ERM) – 24/02/14,
- (xxii) Claim for Transitional farm Family Payment granted 11/07/13.

If you require further information please do not hesitate to contact me.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'N. Barton', with a long horizontal stroke extending to the right.

NKD BARTON

Mr N. BARTON

"NANIMA"

WELLINGTON NEW SOUTH WALES 2820

BUILDINGS AND SITE IMPROVEMENTS

APRIL 1997

Ref: PM/ARC168/23697/2325

Edward Rushton Australia Pty Limited
185 Macquarie Street
Sydney NSW 2000
Tel: (02) 9223 4422

2. RECOMMENDED INSURANCE VALUES

2.1 Reinstatement with New Value as at April 1997 \$2,755,000


Extra Cost of Reinstatement Value included
in the above. \$500

Sublimit additional to above:
Demolition and Removal of Building Debris \$80,000

2.2 Estimated Limit of Liability

Estimated Lead Time to Rebuilding Commencement	}	
	}	
- approximately 20 months	}	
	}	
	}	\$3,235,000
Estimated Rebuilding Period	}	
	}	
- approximately 15 months	}	

For and on behalf of
EDWARD RUSHTON AUSTRALIA PTY LIMITED


.....
Peter Macadam, GVLE B.Com (L.Ec)
Registered Valuer No. 3784

Shane V Trethewey & Associates
Real Estate Valuers & Land Economists
Members of the Australian Property Institute

Refer all Correspondence:

PO Box 803
COOMA NSW 2630
Ph (02) 64521900
Fax (02) 64524851

Principal: S. V. Trethewey B. Com (Land Economy) UWSH
Registered Valuer No. 1923

COPY
VALUATION & REPORT

Property:

"Nanima" Wellington, NSW

For:

**Tower Finance
PO Box 2136
Toowong, QLD 4066**

Date of Valuation:

14 May 1999

COPY

Snowy Mtns:
Sydney:
South Coast:
Wagga Wagga:

27 Lambie St., Cooma 2630, Phone (02) 64521900, Mobile 0419 237586
42 Prince St., Nth Parramatta, Ph. 0414 630527
8 View St., Eden, Phone: (02) 64963418
20 Marconi St., Phone (02) 64521900

SHANE V TRETHEWEY & ASSOCIATES

VALUATION REPORT

for

John Murphy
COPY

APPLICANTS: Nathan Barton **FILE REF:** N/A

PROPERTY ADDRESS: "Nanima" Wellington, NSW

Front View of Residence

PURCHASE PRICE: N/A **CONTRACT DATE:** N/A

DESCRIPTION OF LAND

LOT: 2 **Deposited Plan:** 806578 **VOLUME:** n/a **FOLIO:** n/a

FRONTAGE (m): See plan **DEPTH (m):** See Plan **AREA (ha):** 77.71

DISTANCE TO TITLE CONNECTION POINT(m): n/a

DO LAND DIMENSIONS AND CONNECTING POINT AGREE WITH TITLE: Yes
ARE BUILDINGS CONSTRUCTED WITHIN TITLE BOUNDARIES: The buildings appear to be within the boundaries of the land.

IS A CHECK SURVEY REQUIRED: No

ZONING: Rural 1(b) & Rural 1(c); **LOCAL GOVERNMENT AREA:** Wellington Shire Council;

REGISTERED PROPRIETOR: N K D Barton

SPECIFIC OBSERVATIONS

DOES LAND APPEAR TO BE FILLED OR SUBJECT TO FLOODING: No

LIST ANY OBJECTIONABLE FEATURES: Nil

LIST ANY ENVIRONMENTAL HAZARDS: Nil

HAS THE PROPERTY BEEN BUILT/RENOVATED/EXTENDED IN PAST 7 YEARS:
No

IS THE PROPERTY LIKELY TO BE AFFECTED BY:

ROAD RESERVATION - No

ZONING ISSUES: No

DEMOLITION ORDER: No

RESTRICTIVE COVENANT: No

SERVICES

ROAD CONSTRUCTION: Tar sealed; **FOOTPATHS:** Natural; **KERBS:** Nil;
WATER: Town water; **ELECTRICITY:** Yes; **GAS:** No;

SEWAGE SYSTEM: Septic tank; **TRANSPORT:** School bus

FACILITIES: Full shopping facilities in Wellington 2 km south.

IMPROVEMENTS

AGE: approx. 100 years; **STYLE:** Residential Dwelling **ROOMS:** 18 - 6 bedrooms.

Erected on the subject property is a large single-storey historic homestead, together with an old cottage and stable coach house, each being described in more detail as follows:

"Nanima" Homestead

A large verandahed historic homestead in the Queen Anne style, built in the early 20th century. It is planned around a large central ballroom lit by a large skylight, having splendid Edwardian interiors which are described in the following construction details.

Accommodation: The ground floor comprises an entrance foyer, drawing room, dining room, central feature ballroom, main bedroom with dressing room and change room, five further bedrooms, bathroom (low down suite, bath with shower over, hand basin), meal preparation room (stainless steel sink with benching), pantry, kitchen (double stainless steel sink with timber benches, 'Chef' gas upright stove, ceiling fan, "Jayline" combustion heater, oven), laundry and ironing room (double stainless steel tub), bathroom (shower recess, hand basin, ceramic urinal), linen press, television room and office. Construction

details are:

Floors: The floor is constructed of jarrah timber floorboards on stone piers, having a substantial base to rock. The homestead features polished floorboards throughout having feature unglazed tessellated tiles to the entrance foyer.

Walls: External and internal walls are constructed of rendered aggregate and stone, being approximately 500mm thick, featuring a plastered archway to the entrance foyer. Internal walls to the feature central ballroom are approximately 18 feet high, with the remainder being approximately 12 feet high. The internal walls are finished with cedar architraves and picture rails, and incorporate a number of fireplaces with marble mantelpieces. These fireplaces are a feature to the ballroom, dining room and drawing room, while also provided to the main bedroom and a further four bedrooms.

The homestead features two bay windows found under the return verandah with one rectangular window set at an angle to the corner, each having glazing bars around the edge of the windows incorporating stained glass. The remaining windows to the homestead are predominantly Colonial-style double hung vertical sliding windows with timber louvre doors, having feature stained glass to the front entrance and to the "bulls eye" window in the drawing room.

Roof: A "louvre roof" constructed of corrugated iron on a steep pitched timber frame, incorporating a feature central skylight above the central ballroom, having a total height from the main floor of approximately 30 feet and incorporating a cathedral-type ceiling featuring exposed beams. Ceilings to the remainder of the homestead are of plaster panels featuring detailed ceiling roses to the entrance foyer, drawing room, dining room, main bedroom and a further bedroom.

Services: The main homestead is serviced with electrical reticulation and lighting, septic sewerage and tank water.

Verandah: A return verandah extends around the majority of the homestead, being corrugated iron on turned and tapered timber posts. The entrance stairs incorporate various motifs to the timber work, while the verandah to the rear is enclosed with gauze.

We have been informed by Wellington Council that the "Nanima" homestead is listed as a heritage item, under Schedule 1 of the Wellington Draft Local Environmental Plan, 1995. Items of environmental heritage, such as the subject, require the consent of Council to do any of the following:

- a) *demolish, renovate or extend any such building or work;*
- b) *damage or despoil any such relic or any part of any such relic or place;*
- c) *excavate any land for the purpose of exposing or removing any such*

- relic; or*
d) *erect a building on the land on which that building, work or relic is situated on the land which comprises that place.*

If there were to be a partial loss to the subject property Council have informed us that, where possible, renovations should be undertaken to maintain the heritage significance of the property. If there was a total loss and the improvements were destroyed the property would not have to be rebuilt in the same manner, however the consent of Council is still required for any building development.

Reinstatement With New Value: \$2,265,000

Old Cottage

A single-storey old cottage/servants' quarters with a total gross floor area of approximately 54m², having an attached verandah providing an additional 21 m². The cottage is now used for storage areas together with a tool room, wash room and dual toilet. Construction details are:

Floors: The ground floor is constructed with a mix of timber, concrete and brick pavers.

Walls: External and internal walls are constructed of rendered aggregate and stone being approximately 500mm thick. The walls incorporate timber-framed glazing and an open fireplace.

Roof: A steep pitched corrugated iron gable roof on a timber frame.

Services: The cottage is serviced with electrical reticulation and septic sewerage.

Awning: An attached corrugated iron awning on a timber frame having a brick paved base.

Reinstatement With New Value: \$175,000

Stable Coach House

A single-storey stable having a total gross floor area of approximately 153m². The stable provides a feed room, loose boxes, coach room and storage. Construction details:

Floors: The floor is constructed of timber with brick pavers to part and an earth base to part.

Walls: External walls are constructed of rendered aggregate and stone

incorporating timber-framed glazing.

Roof: The roof is constructed of steep pitched corrugated iron on a timber frame incorporating a loft walkway and suspended timber ceilings to part.

Reinstatement With New Value: \$275,000

Site Improvements

Site improvements comprise two underground stone water tanks, each having a 30,000 gallon capacity, with a further 3,000 gallon elevated water tank on a steel frame.

Reinstatement With New Value: \$40,000

Building Areas (m²):

The total gross floor area of the homestead is approximately 945m², comprising the main living area of approximately 628m², an open verandah of approximately 225m², an enclosed verandah of approximately 43m², and a covered pathway of approximately 49m².

PROPOSED ALTERATIONS/ADDITIONS: Nil

ESTIMATED COST: \$Nil

CONDITION: The dwelling is in good condition and appears structurally sound.

IS THE PROPERTY A SUITABLE SECURITY: YES

GENERAL COMMENTS

The property is well located on the outskirts of Wellington and has Macquarie River frontage. The Rural 1(a) and 1(c) zoning under Wellington Shire Council's Draft LEP 1995 allows subdivision of the 1(c) area into minimum 4,000 square metre blocks. A development application was approved on 27 July 1990 (DA 57/90) for the subdivision of part of the land into 10 x 2 hectare residential blocks, however, the approval lapsed on 25 July 1995 as it was not commenced.

The owners are currently negotiating with Council for the development of a retirement village, motel and restaurant on part of the land, however, no approvals have been gained to date. The property has potential for a number of alternative uses, providing the heritage status of the "Nanima" homestead is not compromised and our valuation of the land recognises this potential.

INSURANCE VALUATION

Replacement Cost Estimate: \$3,235,000

(for insurance purposes - includes removal of debris, fees, escalation in costs)

VALUATION:

(ex chattels)

Land:	\$ 250,000
Existing Improvements:	\$ 850,000
TOTAL:	\$1,100,000

MARKET RENTAL ESTIMATE

Subject to a lease on market terms and conditions, the market rental is \$500.00 per week.

SUMMARY OF COMPARABLE SALES

- 1) Lot 78 Ph Nanima: sold 13 June 1997 for \$132,000; 129.4 hectares; vacant rural land, mostly clear, rolling country, 7 km north of Wellington by sealed road, power available, no river frontage, zoned Rural 1(a), inferior to subject. Sale indicative of a rural homesite block value.
- 2) Lot 6, Ph Nanima: sold 7 Dec 1998 for \$175,000; 171.2 hectares; vacant rural land, mostly clear, rolling country, 8 km north of Wellington by sealed road, power available, no river frontage, zoned Rural 1(a), inferior to subject. Sale indicative of a rural homesite block value.
- 3) "Rose Hill", Ph Gundy: Passed in at auction April 16th 1999; sold after negotiations for \$330,000; 72.67 hectares located 17 km south of Wellington; Improvements comprise an historic bluestone residence (Circa 1910) of approximately 370m² with well established gardens. Accommodation includes entrance hallway, 4 bedrooms, office, formal lounge, sitting room, bathroom, kitchen and verandahs. Features pressed metal ceilings, polished floor boards, fireplaces and decorative timber work throughout. Other improvements include the original house now used for storage, a large workshop, stables and shed. The property is comparable to the subject, however, the homestead is much smaller and the property is located further from Wellington.
- 4) "Burnima", Bombala NSW: Currently under sale negotiations for around \$1.2 - \$1.4 million; 280 hectares located 6 km north of Bombala; Improvements comprise an historic 2 storey brick mansion (Circa 1866) of approximately 1,100m² with well established gardens. It comprises 28 rooms and includes a grand central staircase, 4 metre ceilings, full length windows and has 8 bedrooms. Other improvements include a cottage and sheds. The property is comparable to the subject, however, is located in a different area, some 200 km south of Canberra but only 80 km from the south coast of NSW.
- 5) "Bishopthorpe", Goulburn: Sold late May 1999 for \$1,320,00; area 21

hectares; A bluestone mansion with several outbuildings including a Chapel, 2 cottages and stables. The house has conference facilities, a dining room for 80 people and can accomodated some 50 guests.

After making appropriate adjustments to the sales for factors such as age, condition, location etc., I consider a fair market value based on a reasonable selling period of 6 months to be \$1,100,000. **Further, I consider a 'forced sale' value to be in the order of \$725,000.**

This valuation is subject to the following qualifications and assumptions (where applicable):

1. This valuation is made on a fee simple, unencumbered basis and this should be confirmed by the appropriate title searches and inquiries by the lender and/or his solicitor before reliance is placed on the valuation report.
2. A current survey has not been sighted. The valuation is made on the basis that there are no encroachments by or upon the property and this should be confirmed by a current survey report and/or advice from a registered surveyor. If any encroachment is noted by the survey report the Valuer should be consulted to reassess any effect on the value stated in this report.
3. This valuation is made subject to the issue of a satisfactory building compliance certificate under the provisions of the Local Government Act 1993.
4. This valuation is made subject to the receipt of a satisfactory timber pest inspection report. Depending on the results contained in such pest inspection report, the Valuer should be consulted to reassess any effect on the value stated in this report.
5. An inspection of all readily accessible parts of improvements/property has been carried out by the Valuer.
6. That the valuation is assessed on the basis of an orderly marketing campaign, and **not subject to a forced sale.**
7. Improvements on the land contain no asbestos in or on them.
8. This valuation is for the use only of Atlantic 3 Financial (Aust) Pty Ltd as an opinion of market value for mortgage security and is not to be relied upon for any other purpose.
9. No responsibility is accepted to any third party/parties relying on the whole or any part of the contents of this valuation report including any annexure to this report.
10. All parties other than Atlantic 3 Financial (Aust) Pty Ltd should obtain their own valuation report and/or contact the Valuer before relying on the whole or any part of the contents of this valuation.

11. There is no apparent evidence of environmental contamination on the land, however a detailed environmental inspection has not been carried out. There was no matter noticed on inspection which alerted us to problems of an environmental nature, however, while the land appears suitable for the existing use, no soil tests or environmental studies have been made available to me. Please note therefore that this valuation is subject to their being no surface or sub-surface soil problems including instability, toxic or hazardous wastes or building material hazards in or on the property that would adversely affect its existing or potential use or reduce its marketability. It should be noted that agricultural chemicals have been used on the land. There was no salting evident on the property. Should any problems be known or arise the valuation should be referred back to the writer for comment.

VALUATION STATEMENT

I, Shane Vincent Trethewey, Registered Valuer No 1923, having no interest in the subject property, assess the current market value of the unencumbered freehold interest in "Nanima" Wellington, shown by red edge on the attached plan, Appendix "A", as at 14 May 1999 to be:

One Million One Hundred Thousand Dollars (\$1,100,000)

S.V. TRETHEWEY B Comm (Land Economy) UWSH
REGISTERED VALUER 1923

14 May 1999

QUALIFICATIONS

Member Australian Property Institute
Assoc. Dip. App. Science (Park Management)
Fellow Australian Society Real Estate Agents & Valuers Ltd.
Bachelor Commerce (Land Economy, UWS)
Approved Valuer Registry of Co-Operatives
27 years' valuation experience
Registered Valuer under the Valuers Registration Act, 1975

SIMONE LEGAL

Suite 6 39-41 Harris Street
Fairfield NSW 2165
PO Box 463 Fairfield NSW 186
DX 25092 Fairfield
Phone 02 9723 9077
Fax 02 9723 9411
Email 2ic@simonelegal.com.au
ABN 41 050 380 475

Our Ref: MS:TS/dv:03359
Your Ref: John Roberts

10 March 2005

Messrs Brian Muir & Co
Solicitors
DX 10458 SYDNEY STOCK EXCHANGE NSW

Dear Mr Roberts,

**RE: MACQUARIE DEVELOPMENTS PTY LIMITED PURCHASE FROM
 BARTON
 PROPERTY: LOT 21 GOOLMA ROAD, WELLINGTON**

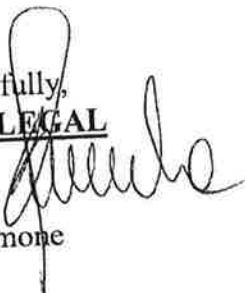
We refer to previous correspondence in this matter and in accordance with Clause 3 of the option between Mr Nathaniel Kelburn Dunbar Barton and Macquarie Developments Pty Ltd dated 9 February 2004, we are instructed that our client hereby exercises the option to extend the option period for a further period of 12 months.

Please find enclosed herewith our cheque payable to your client in the amount of \$12,000.00.

Would you kindly acknowledge receipt.

Yours faithfully,
SIMONE LEGAL

Per: M. Simone
Encl.



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143

SIMONE LEGAL

Suite 6 39-41 Harris Street
Fairfield NSW 2165
PO Box 463 Fairfield NSW
DX 25092 Fairfield
Phone 02 9723 9077
Fax 02 9723 9411
Email 2ic@simonelegal.com
ABN 41 050 380 475

Our Ref: MS:TS:03359
Your Ref: John Roberts

6 February 2004

Messrs Brian Muir & Co
Solicitors
DX 10458 SYDNEY STOCK EXCHANGE NSW

Dear Mr Roberts,

**RE: MACQUARIE DEVELOPMENTS PTY LIMITED PURCHASE FROM
BARTON
PROPERTY: LOT 21 GOOLMA ROAD, WELLINGTON**

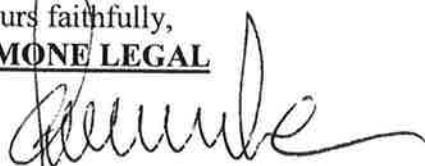
We refer to previous correspondence in this matter and we enclose herewith the following: -

1. Deed of Option with Contract annexed.
2. Our clients cheque in favour of your client in the amount of \$25,000.00.
3. Authority to be signed by your client and returned to us.
4. Copy of Power of Attorney for Mr M. Salecich, a Director of our client.

Would you please proceed to exchange the option.

Should you experience any delay in effecting exchange, please contact our office.

Yours faithfully,
SIMONE LEGAL



Per: M. Simone
Encl.

SOLICITORS & BARRISTERS

DEED OF OPTION

DEED dated

9th FEBRUARY

2003
2004

BETWEEN

^E
NATHANIAL KELBURN DUNBAR BARTON of 38 ~~Braeside Street~~ ^{"MANIMA"}
~~Wahroonga NSW~~ ("Vendor")
~~Wellington~~

AND

MACQUARIE DEVELOPMENTS PTY LIMITED A.B.N. 98082102583 of
1st Floor, 694 The Horsley Drive, Smithfield ("Purchaser")

RECITALS

- A. The Vendor is the registered proprietor of the Property.
- B. The Vendor has agreed to *grant* the Call Option to the Purchaser on the terms specified in this deed.

1. AGREEMENT INTERPRETATION

- 1.1 The following words or expressions have the meanings indicated unless the contrary intention appears: -

"Business Day" means a day on which trading banks are open for business in Sydney

"Call Option" means the right to purchase the Property for the Purchase Price on the terms and conditions contained in this deed and the Contract.

"Call Option Notice" means a notice in the form of the Call Option Notice annexed to this deed.

"Call Option Period" means the period commencing on a date which is 43 days from the date hereof and ending at a date which is 12 months and 43 days from the date hereof.

"Contract" means the form of the Agreement for Sale of Land annexed to this deed.

Cooling Off Statement is the Statement pursuant to Section 66ZH of the Conveyancing Act, 1919 set out in Schedule 1 as forming part of this deed.

"Council" means Wellington Shire Council.

"Call Option" is the Deed of Call Option between the Purchaser as Grantor and the Vendor as Grantee in respect of part of the Property.

"Nominee" is a person nominated under clause 8.



"Nominee Call Option Notice" means a notice in the form of the Nominee Call Option Notice annexed to this deed.

"Option Fee" means the non-refundable sum of \$25,000.00. This Option fee paid shall be offset against the purchase price referred to herein.

"Property" means the property described in the Contract.

"Purchaser" means the purchaser named in this deed and includes in the case of a: -

- (a) corporation, the Purchaser and its successors;
- (b) natural person, the Purchaser, his or her executors and administrators.

"Purchaser's Solicitors" means the Purchaser's solicitors stipulated in Particular E of the Contract.

"Purchase Price" means the sum of \$750,000.00.

"Vendor" means the vendor named in this deed and includes in the case of a:

- (a) corporation. The Vendor, its successors and assigns;
- (b) natural person, the Vendor, his or her executors, administrators and assigns.

"Vendor's Solicitors" means the Vendor's solicitors stipulated in Particular D of the Contract.

- 1.1 This deed is governed by the law of New South Wales. Each party submits to the jurisdiction of the courts of New South Wales.
- 1.2 Headings are inserted for guidance only and do not form part of the context of the deed.
- 1.3 Where any act, matter or thing is required by this deed to be performed on or by a certain day and that day is not a Business Day, then that act, matter or thing must be performed on or by the next following Business Day.
- 1.4 A covenant or an agreement between more than one party binds them jointly and severally.

2 **CALL OPTION**

- 2.1 In consideration of the payment of the Option Fee by the Purchaser to the Vendor (the receipt of which the Vendor acknowledges) the Vendor grants to the Purchaser the Call Option.



2.2 The Purchaser may only exercise the Call Option by delivering to the Vendor's Solicitors at their address stipulated in the Contract within the Call Option Period (in respect of which time is of the essence).

(a) A Call Option Notice in the form attached duly executed by the Purchaser and marked "A"; and

(b) a cheque for the deposit referred to in the Contract.

2.3 If requested by the Purchaser within 7 days after exercise of the Call Option, the Vendor will execute a true counterpart of the Contract and deliver it to the Purchaser. The purpose of this **clause 2.3** is to provide the Purchaser with a record of the terms of the Agreement executed by the Vendor and to assist the Purchaser in complying with the provision of the Duties Act 1997. The Vendor's failure to comply with this clause 2.3 will not affect any of the terms of this deed nor the Contract.

The Option is subject to the Purchaser obtaining a construction certificate from the relevant authority as set out in Part 4, Environmental Planning and Assessment Act 1998, as amended.

3. **EXTENSION OF OPTION**

Prior to the expiration of the Option Period referred to above should the Purchaser wish to extend the Option Period for a further twelve (12) months (the further Option Period) the Vendor shall at the request of and on payment of a further fee of one thousand dollars (\$1,000.00, payable monthly in advance, extend the Option for a further period of up to twelve (12) months. This further Option fee shall not be offset against the Purchase Price. This further option fee shall only be payable for each month that the Purchaser shall be desirous of extending the option period.

4. **NON-EXERCISE OF CALL OPTION**

4.1 If the Call Option is not exercised then this deed will be at an end, the Vendor may retain the Option Fee and neither party will have any further rights under this Deed.

4.2 The Purchaser will furnish to the Vendor a copy of all reports, surveys, plans and correspondence referable to any applications made by the Purchaser to any authority for the development of the property together with assignment of any costs on application fees paid by the Purchaser with regard to such applications.

5. **CAVEATABLE INTEREST**

5.1 The Vendor and the Purchaser agree that the provisions of this deed give the Purchaser an interest in land in accordance with the provisions of the Real Property Act 1900. Accordingly, the Purchaser may Lodge and maintain a caveat claiming an interest under this deed against the title of the Property during the Call Option Period.



- 5.2 The Purchaser hereby consents to the registration of any dealing which shall not be inconsistent with the rights of the Purchaser under this Deed and without limiting the generality of the foregoing the Purchaser shall confine any Caveat under Clause 5.1 accordingly in Schedule 2 of the approved form of Caveat and shall take all necessary steps and execute all necessary documents to allow the Vendor to re-finance and create new mortgages and to create a new subdivision and any associated easements as disclosed or shown on the proposed plan of subdivision annexed to the Contract. If reasonably required by the Land Titles Office or Registrar General, the Vendor shall consent to the registration of a new Caveat in favour of the Purchaser in corresponding terms so as to allow the registration of any other dealings on the Title to the property provided always that the aggregate indebtedness secured by any such new mortgage or mortgages shall not exceed seven hundred and fifty thousand dollars (\$750,000.00).

The Purchaser must at its expense upon the expiration of the Call Option Period on the exercise of the Call Option (whichever occurs) execute a withdrawal of any caveat lodged on behalf of the Purchaser and procure its registration.

6. **POWER OF ATTORNEY**

The Purchaser nominates and appoints the Vendor, its officers and nominees severally to be the attorney of the Purchaser to:

- (a) execute a withdrawal of any caveat at any time after the Call Option has lapsed (sufficient proof of which for any purpose will be a statutory declaration of the Vendor or any officer of the Vendor); and
- (b) procure registration of the withdrawal of caveat and for this purpose to use the name of the Purchaser.

7. **APPLICATIONS**

- 7.1 The Vendor will on request sign all forms of consent and other documents reasonably required by the Purchaser to enable applications to be made to the Council and/or any other competent authority for development and construction on the Property. The Vendor shall not lodge any objection in respect of any application made by the Purchaser as above, and shall not otherwise seek to hinder the processing of any such application. (the "Applications").

The Purchaser, its contractors and agents, will be permitted access during Business Day daylight hours to the external parts of the Property on reasonable notice to the Vendor for:

- 7.2.1 inspection, surveying and other ancillary purposes with regard to the Applications;
- 7.2.2 clearing of vegetation and any other materials from the Property.
- 7.2.3 placing of notices on the Property if required by the Council and/or other relevant authorities in connection with the Applications.



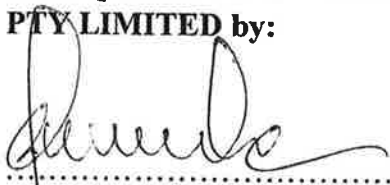
provided that the Purchaser will cause as little inconvenience as possible to the Vendor.

- 7.3 The Purchaser indemnifies and will keep indemnified the Vendor from and against all actions, claims, demands, proceedings, losses, costs, or any charges or expenses to which the Vendor is or becomes liable for as a result directly or indirectly of the access to the Property by the Purchaser.

8 NOMINATION

- 8.1 The Purchaser may appoint a Nominee to exercise the Call Option and become the assignee of the Purchaser's rights and obligations under the Call Option.
- 8.2 To nominate a Nominee, the Purchaser must give to the Vendor a Nominee Call Option Notice in the form annexed hereto and marked "B".
- 8.3 If the Purchaser nominates a Nominee, then:
- (a) the Nominee has the benefit of the Call Option as if the Nominee is the original Call Option;
 - (b) the Purchaser no longer has the benefit of the Call Option;
 - (c) the Nominee is assigned all of the rights and obligations of the Purchaser under the Call Option; and
 - (d) the Purchaser may not withdraw the nomination or nominate another person to exercise the Call Option or be assigned the Purchaser's rights and obligations under the Call Option.

Executed as a deed on behalf of)
MACQUARIE DEVELOPMENTS)
PTY LIMITED by:)



Signature of secretary/director
EXECUTED BY MICHAEL SALECICH
ON BEHALF OF MICHAEL SALECICH

Name of secretary/director - please print
PURSUANT TO POWER OF
ATTORNEY BOOK 4410 N^o 142.

Executed as Deed by)
NATHANIEL KELBURN)



Signature of director

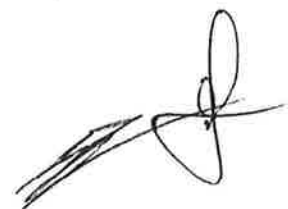
Name of director - please print

DUNBAR BARTON
In the presence of

)
)

Nathanial Kelburn Dunbar Barton

.....
Witness

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the left.

HISTORY OF TITLE TRANSACTION

Title Reference: 2/806578

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - HISTORICAL SEARCH

SEARCH DATE

28/8/2013 12:09PM

FOLIO: 2/806578

First Title(s): OLD SYSTEM

Prior Title(s): 1/100777

Recorded	Number	Type of Instrument	C.T. Issue
3/ 1990	DP806578	DEPOSITED PLAN	FOLIO CREATED EDITION 1
14/5/1996	2154280	TRANSMISSION APPLICATION	EDITION 2
26/9/1996	2490778	TRANSFER	EDITION 3
22/10/1996	2552843	CAVEAT	
27/2/1997	2869026	MORTGAGE	EDITION 4
9/9/1999	6176597	WITHDRAWAL OF CAVEAT	
7/10/1999	6250249	TRANSFER OF MORTGAGE	EDITION 5
23/5/2000	6667596	MORTGAGE	EDITION 6
28/11/2000	7221646	CAVEAT	
28/11/2000	7236733	CAVEAT	
5/1/2001	7291319	REQUEST	
9/4/2002	6282364	REJECTED - REQUEST	
16/ 002	8603844	DEPARTMENTAL DEALING TO UPLIFT CT	EDITION 7
15/7/2003	9687668	APPLICATION FOR PREPARATION OF LAPSING NOTICE	
15/7/2003	9789222	DEPARTMENTAL DEALING	
23/2/2004	AA439288	CAVEAT	
27/7/2009	AE772215	APPLICATION FOR PREPARATION OF LAPSING NOTICE	
31/7/2009	AE866827	CHANGE OF ADDRESS FOR SERVICE OF NOTICES OR NAME OF CAVEATOR	
10/12/2009	AF175138	WITHDRAWAL OF CAVEAT	

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 28/8/2013

REPORT
ON STUDY FOR
POSSIBLE DEVELOPMENT FOR
PROPOSED SUBDIVISION OF
LOT 2 DP 806578
'NANIMA' GOOLMA ROAD WELLINGTON NSW
FOR
NKD BARTON

PREPARED BY
JACK C DALTON PTY LIMITED
ARCHITECTS & AGED CARE CONSULTANTS
3 COOLEEN STREET BLAKEHURST
TEL/FAX 9546 4611
MOBILE 0419 250259
Email jackdalton@bigpond.com.au



CONTENTS

- BRIEF
- DESCRIPTION POSSIBLE DEVELOPMENT
- INDICATIVE CAPITAL STUDY STAGE 1 – PHASE 1
AGED CARE FACILITY
- INDICATIVE CAPITAL AND OPERATIONAL STUDY
MOTEL
- DISCLAIMER
- ATTACHMENTS
 - SUBDIVISION DEVELOPMENT APPROVAL INSTRUMENT
 - SOME ILLUSTRATIVE ARCHITECTURAL DRAWINGS.

BRIEF

Mr NKD Barton of 'Nanima' Wellington NSW has obtained approval from Centrelink (Customer Referral Number 289 529 569 C/Q582/10J/EMS:WMB) and under the Commonwealth Government's 'Farm Enterprise Viability Assessment' Scheme to obtain professional advice to assess the viability of a proposed development that would be constructed on a parcel of land subdivided from the 'Nanima' estate.

Mr Barton has instructed Jack C Dalton Pty Limited to provide that advice with such advice related to the first stage of a proposal that had been developed for 'Riverlink Village'.

DESCRIPTION POSSIBLE DEVELOPMENT

Development Approval has been obtained from Wellington Council for the subdivision of 'Nanima' to provide a 25 ha site for the proposed development.

The site gently slopes from Goolma Road to the Macquarie River and has the Great Western Railway as the western boundary.

The site is ideally suitable for the uses envisaged.

The proposed development has two distinct phases.

Phase 1 - Provision of an Aged Care Facility to be provided in market driven stages.

Phase 2 - Provision of a Motel to be provided in market driven stages.

PHASE 1

The Aged Care Facility would ultimately provide 70 Self Care Villas, 64 Hostel/ Serviced Apartments, 50 bed Nursing Home and a Village Centre.

Stage 1 of Phase 1 – the subject of the following Indicative Capital Study would provide 40 Self Care Villas (32 one bed Villas and 8 two bed Villas), 32 Hostel Serviced Apartments and part of the Village Centre.

PHASE 2

The Motel would ultimately provide 63 Rooms and Reception Dining Facilities. Stage 1 of Phase 2 – the subject of the following Operational Study would provide 21 Rooms and Reception Dining Facilities.

Planning has been undertaken and sketch drawings produced by Campbell Luscombe Architects for the overall development of the site. Drawings illustrating Stage 1 of each Phase are attached.

INDICATIVE CAPITAL STUDY
STAGE 1 – PHASE 1
AGED CARE FACILITY

STAGE 1 – PHASE 1

INDICATIVE CAPITAL STUDY

AGED CARE FACILITY COMPRISING

- 40 Self Care Villas (32 one bed Villas: 8 two bed Villas)
- 32 Hostel/Serviced Apartments (Four 'Houses' of eight rooms)
- Part Village Centre
- Site preparation; site services; roads; landscaping required for Stage 1 Phase 1.

An 'Order of Magnitude Estimate' prepared by Quantity Surveyors McCredie Richmond & Partners Pty Ltd and Rawlinsons' Australian Construction Handbook have been relied on in the preparation of this study.

- GROSS VALUE

32 one bed Villas	
@ \$145k	4,640,000.00
8 two bed Villas	
@ \$165k	1,320,000.00
32 Hostel/Serviced	
Apartments @ \$120k	3,840,000.00 9,800,000.00

- LESS SELLING &
LEGAL COSTS

Marketing 72 Units	
@ \$2k	144,000.00
Agents Commission	98,000.00
Legals @ .25%	24,500.00
	<u>266,500.00</u>

9,533,500.00

- LESS PROFIT &
RISK @ 6.75% 643,512.00 8,889,988.00

- DEVELOPMENT COSTS

Land (Share)	300,000.00
32 one bed Villas	
@ \$111k	3,552,000.00
8 two bed Villas	
@ \$125.5k	1,004,000.00
4 Hostel 'Houses'	
@ \$401k	1,604,000.00
Village Centre	400,000.00
Site Preparation	400,000.00

Site Services	300,000.00	
Roads	200,000.00	
Landscaping	185,000.00	
Construction Contingency	15,000.00	7,960,000.00

• OTHER COSTS

Fees		300,000.00
Statutory Charges DA/CC; Sect 94; Services Augmentation		250,000.00

Interest @ 8.5%		
Land for 6 months	12,750.00	
Fees for 3 months	6,375.00	
Statutory Charges for 6 months	10,625.00	
Construction for 6 months	338,300.00	368,050.00

* FUNDING COSTS	11,938.00	8,889,988.00
-----------------	-----------	--------------

CONCLUSION

The foregoing indicative study, qualified by the assumptions made and the monetary and other rates adopted, indicates that the development proposed could be viable.

INDICATIVE CAPITAL AND
OPERATIONAL STUDY
MOTEL

STAGE 1 PHASE 2

INDICATIVE CAPITAL COSTS AND OPERATIONAL STUDY MOTEL COMPRISING

- 21 Rooms
- Part Dining/Reception Area
- Site Preparation; Site Services; Roads, Landscaping required for Stage 1
– Phase 2.

An 'Order of Magnitude Estimate' prepared by Quantity Surveyors McCredie Richmond & Partners Pty Ltd and Rawlinsons' Australian Construction Handbook have been relied on in the preparation of this study.

A. INDICATIVE CAPITAL COST STUDY

	\$	\$	\$
• DEVELOPMENT COSTS			
Land (Share)	300,000.00		
Motel			
1 'Finger' @ \$1038.09k	1,038,090.00		
Part Dining Reception Area	400,000.00		
Site Preparation	450,000.00		
Site Services	350,000.00		
Roads	200,000.00		
Landscaping	220,000.00		
Lake Formation	240,000.00		
Construction Contingency	25,000.00	3,223,090.00	
• OTHER COSTS			
Fees		175,000.00	
Statutory Charges			
DA/CC; Sect 94;			
Services Augmentation		165,000.00	
Interest @ 8.5%			
Land for 6 months	12,750.00		
Fees for 3 months	3,720.00		
Statutory Charges for 6 months	7,015.00		
Construction for 6 months	140,000.00	163,485.00	
* FUNDING COSTS		9,425.00	
INDICATIVE CAPITAL COST			3,736,000.00

B. OPERATIONAL STUDY

• INCOME

Accommodation

Assume average room rate
of \$85 and occupancy
rate of 75% say

517,400.00

Catering

Assume 50% of guests order
Breakfast (\$10/head) and have
Dinner (\$25/head) and that
2/3 of occupants are 'doubles'

268,275.00 785,675.00

• OPERATING COSTS

Staff

Manager \$65k

Receptionist \$30k

Housemaids \$35k

Cooks \$45k 175,000.00

Superannuation 13,125.00

Workers' Compensation 4,375.00 192,500.00

• Rates & Taxes

12.5% income 98,210.00

• Insurances

2.45% income 19,280.00

• Air conditioning

2.45% income 19,280.00

• Energy

7.35% income 57,750.00

• Security

1.00% income 7,860.00

• Repairs & Maintenance

2.45% income 19,280.00

• Sundries

3.45% income 27,100.00 248,760.00

• BUILDING & PLANT

Depreciation Provision 105,000.00

* INTEREST

81,800.00 6,280,060.00

NET INCOME

157,615.00

= RETURN OF 20.06%

CONCLUSION

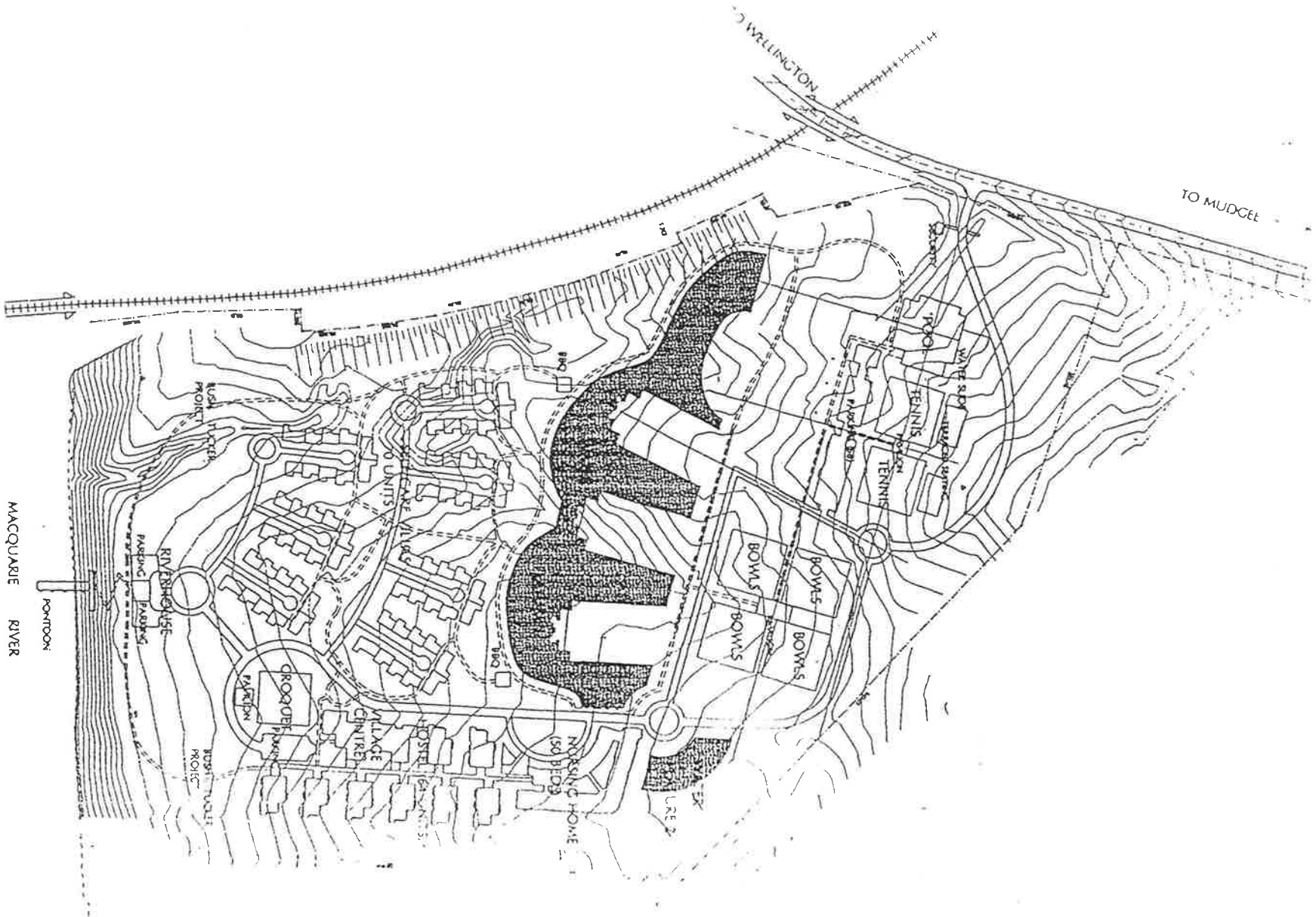
The foregoing Indicative Studies, qualified by the assumptions made and the monetary and other rates adopted, indicate that the development proposed could be viable.

This "Report on Study for Possible Development for Proposed Subdivision of Lot 2 DP 806578 - 'Nanima' Goolma Road Wellington NSW for NKD Barton' has been prepared by Jack C Dalton Pty Limited.


The information in this Report is given in good faith. It has been prepared from statement, prediction and projections from various sources believed to be reliable at the time of its presentation. Jack C Dalton Pty Limited makes no representation or warranty in respect of any statements made or advice given in this Report and disclaims responsibility for any error or omission however caused. Any statement as to any future matter is a present prediction of possible future outcome the accuracy of which cannot be guaranteed.

The Report does not purport to contain all relevant information in respect of the possible development to which it relates and has been produced for the purposes of discussion and analysis. Investors should make their own investigations and rely on their own enquiries and should not rely on this Report as a substitute for a recommendation in respect of the subject possible development and should review potential risks with their legal or financial advisors.

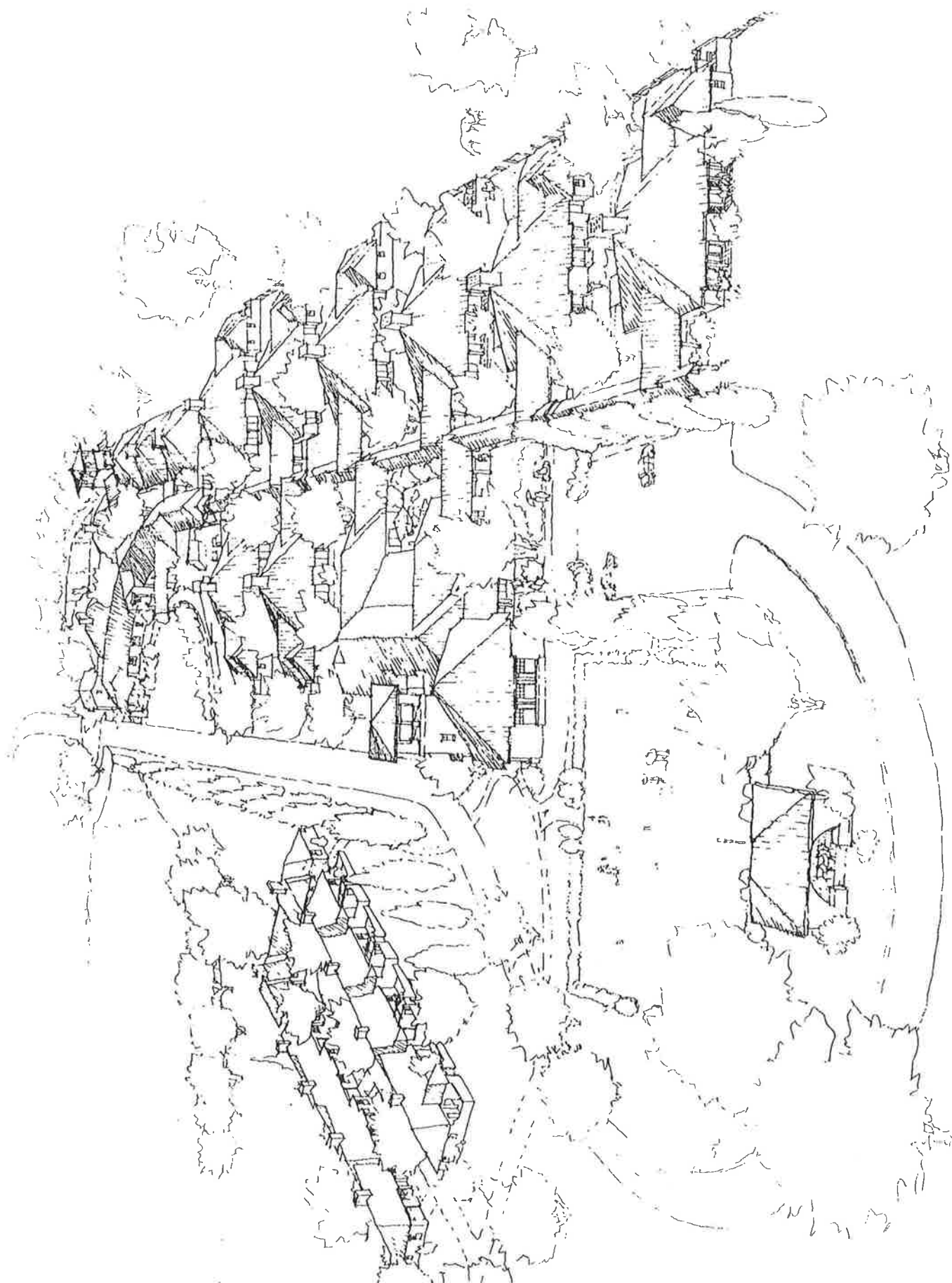
Jack C Dalton Pty Limited is not responsible or liable (whether for negligence, under statute or otherwise) for any direct or consequential loss or damage suffered by any person relating in any way to this Report however caused.

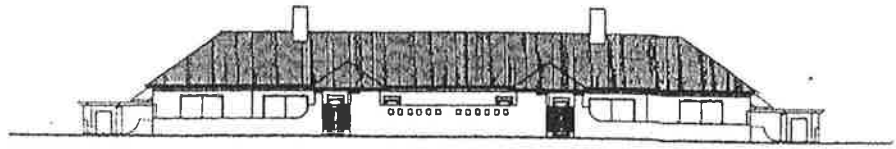


SITE PLAN

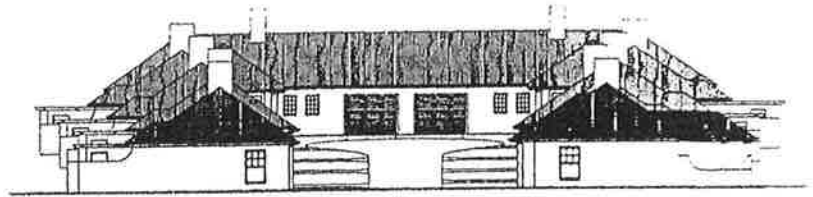

**CAMPBELL
LUCK
ARCHITECTS**
 1111 KENNEDY AVENUE
 SUITE 100
 WESTPORT, WA 98591
 TEL: 360.833.4333
 FAX: 360.833.4334
 WWW.CAMPBELLLUCK.COM

VIEW FROM RIVER

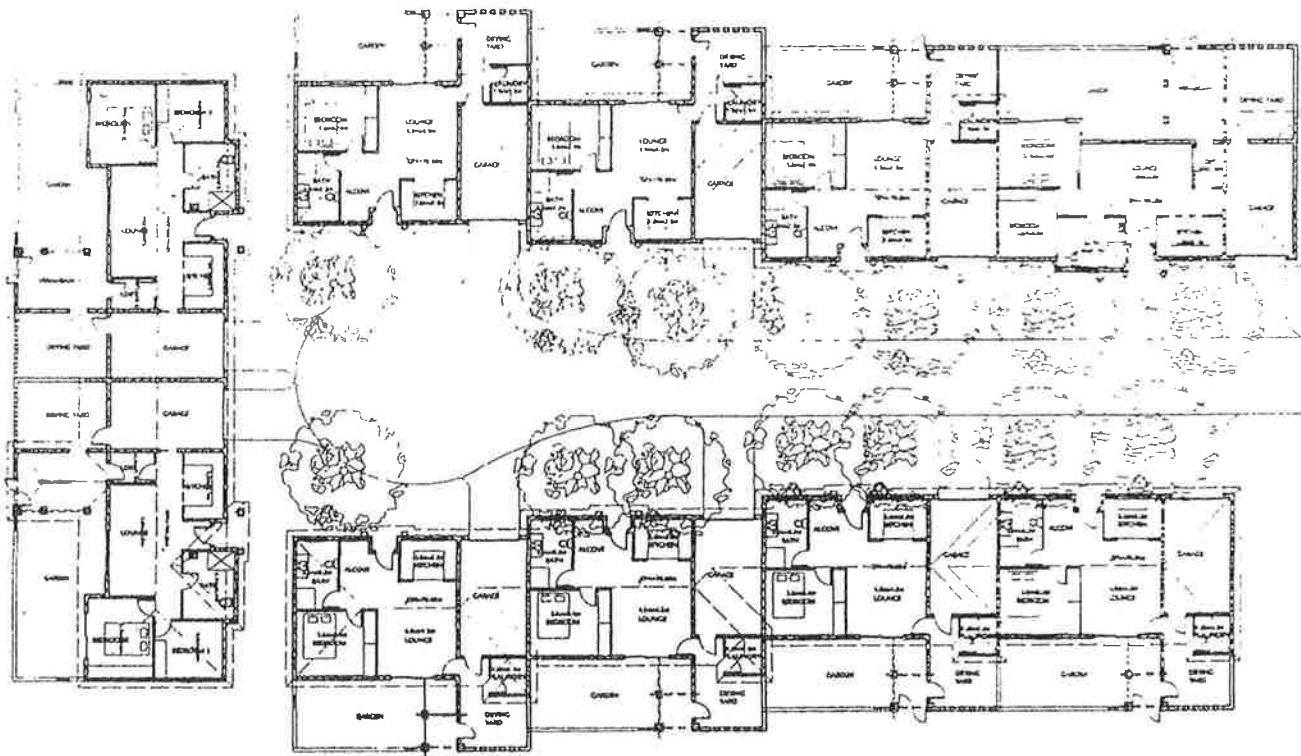
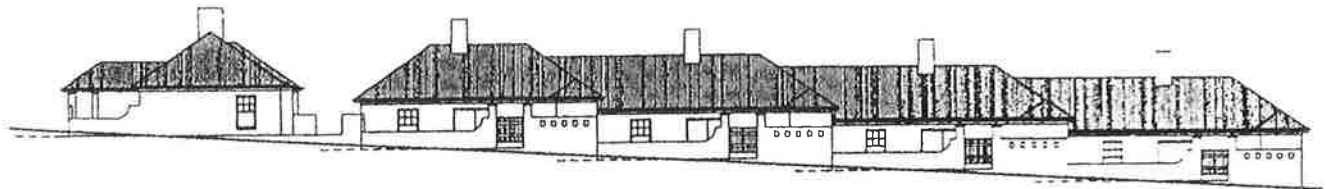




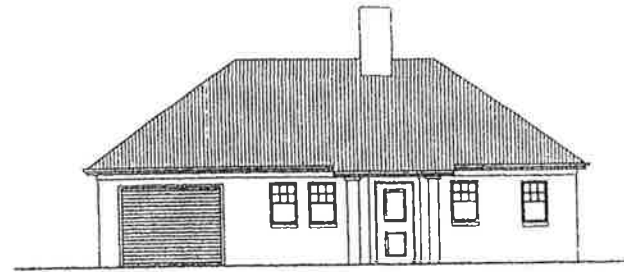
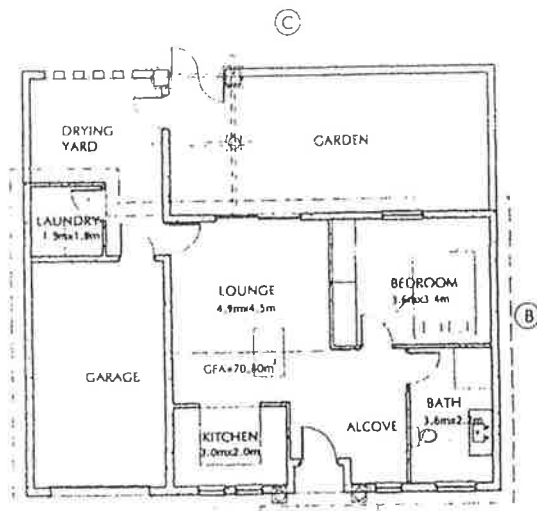
ELEVATION C



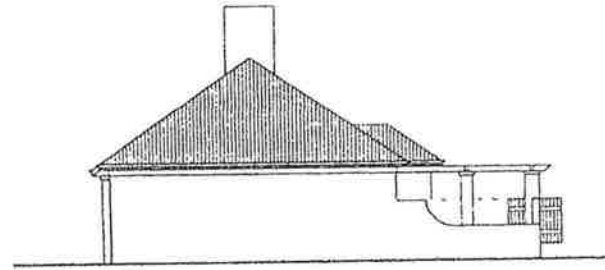
ELEVATION B



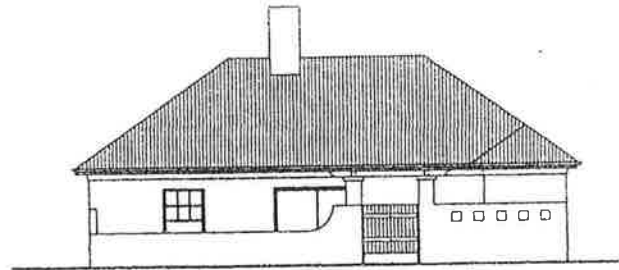
PLAN
A SELF CARE 'CLUSTER'



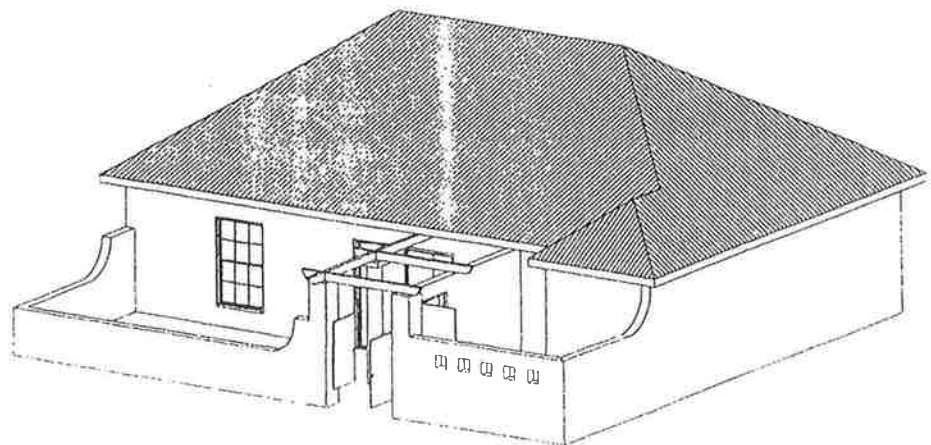
ELEVATION A



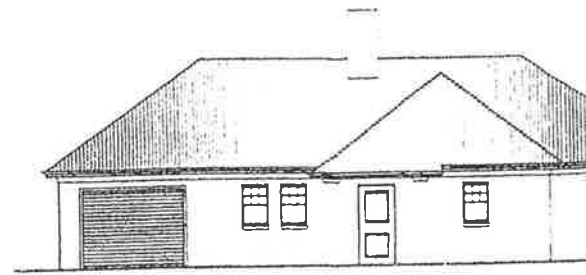
ELEVATION B



ELEVATION C



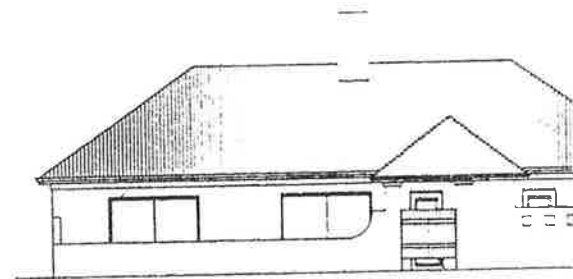
TYPICAL VILLA
1 BEDROOM



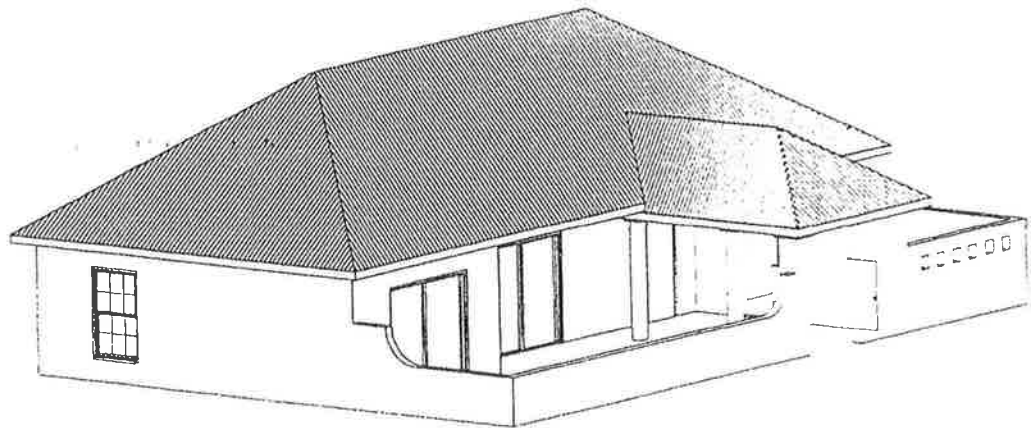
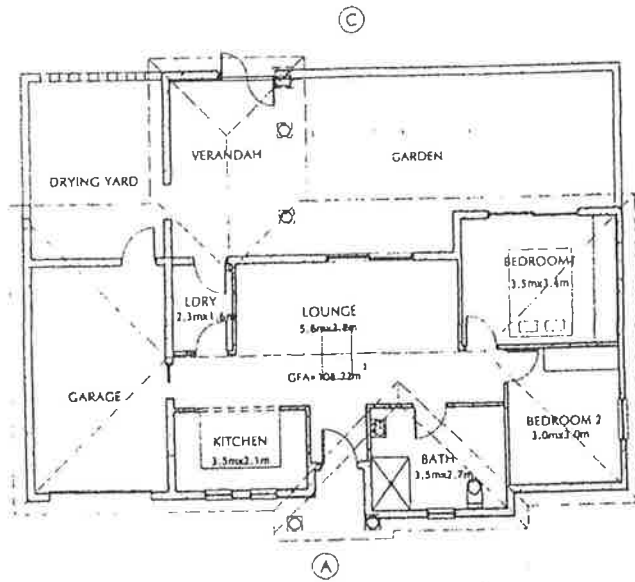
ELEVATION A



ELEVATION B

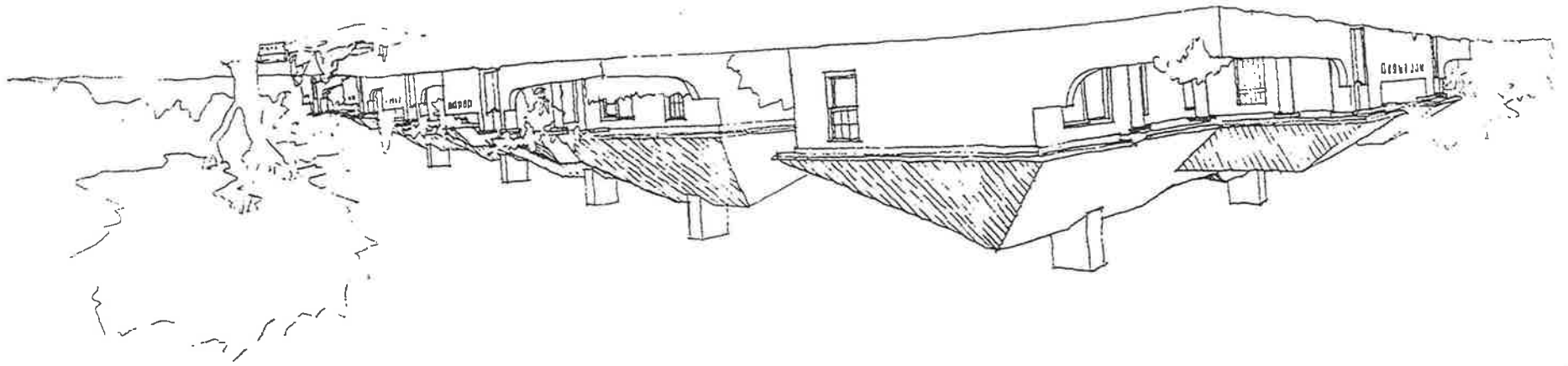


ELEVATION C



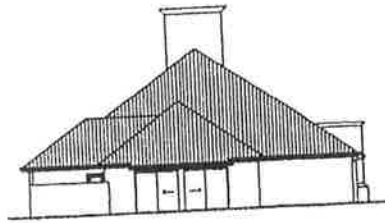
TYPICAL VILLA
2 BEDROOM

VIEW OF SELF-GOVERNANCE CLUSTER.

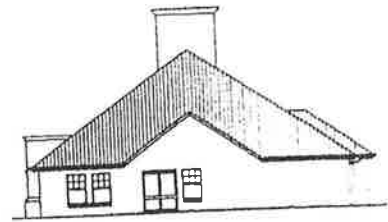




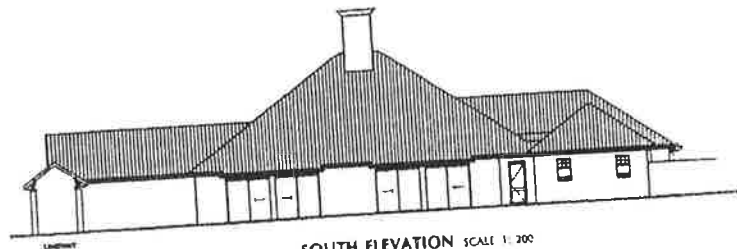
NORTH ELEVATION SCALE 1:200



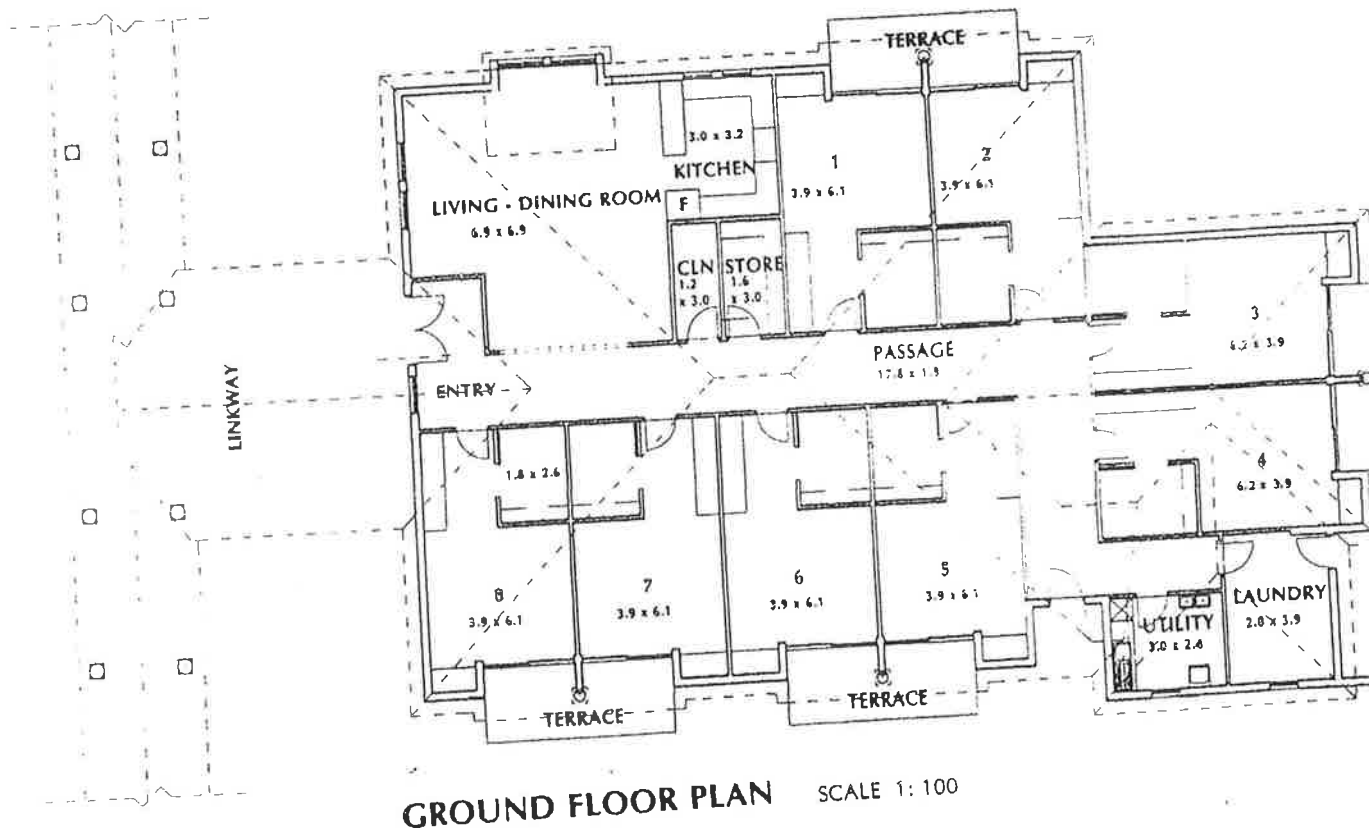
REAR ELEVATION SCALE 1:200



ENTRY ELEVATION SCALE 1:200

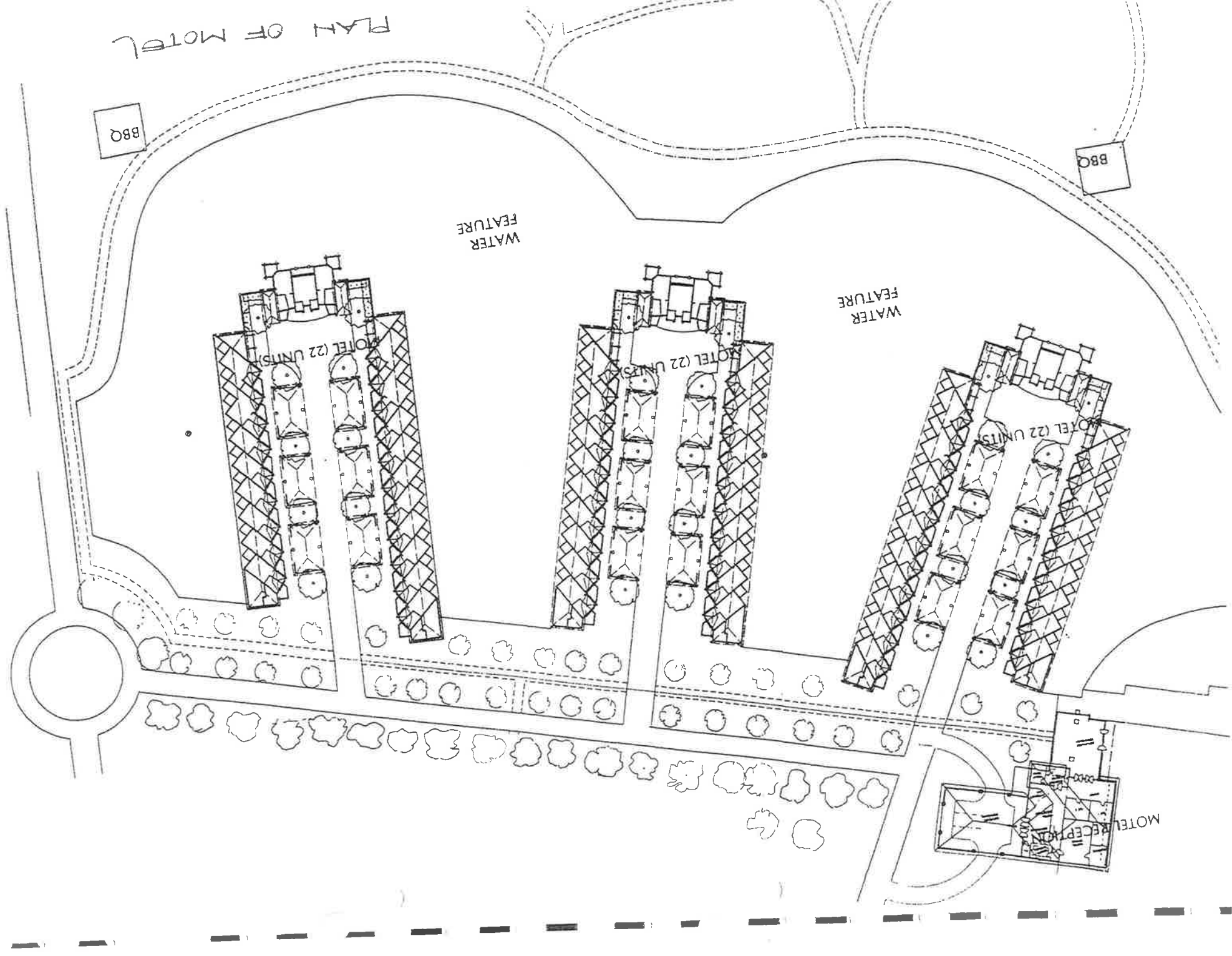


SOUTH ELEVATION SCALE 1:200



TYPICAL 'HOSTEL HOUSE'

PLAN OF MOTEL





Wellington Council

TELEPHONE: (02) 6845 2099

FACSIMILE: (02) 6845 3354

EMAIL: mail@wellington.nsw.gov.au

Form 4

Notice of Determination of a Development Application

issued under the *Environmental Planning and Assessment Act 1979* Section 81(1)(a)

**Development Application
Number:** 68/2001

Development Application:

Applicant Name: Nat Barton

Applicant Address: C/- Neil Doherty, Surveyor
PO Box 87
WELLINGTON NSW 2820

Land to be Developed: Lot 2 DP 806578

Address: "Nanima", Goolma Road, Parish of Nanima

Proposed Development: Subdivision

**Building Code of Australia
Building Classification:**

Determination:

made on (date): 14th August 2001

Determination: ~~consent granted unconditionally~~
consent granted subject to conditions described below
~~application refused~~

Consent to Operate from (date) 14th August 2001 - see note 1

Consent to Lapse on (date) 13th August 2006

Details of Conditions and
Reasons for Conditions:

1. That proposed development shall be carried out
accordance with the sketch plan prepared by
Neil Doherty, Surveyor dated 31st July 2001.
Reason: *Regulatory Requirement*

(including Section 94
conditions)

see note 2

Other Approvals:

list *Local Government Act 1993*
approvals granted under Section
78A(5):

general terms of other
approvals:

integrated as part of the consent:
(list approvals)

right of appeal

If you are dissatisfied with this decision Section 97 of
Environmental Planning and Assessment Act 1979 gives you
right to appeal to the Land and Environment Court within two
(12) months after the date on which you receive this notice

* Section 97 of the *Environmental Planning and Assessment Act 1979* does not apply to the determination of a development
application for State significant development or local design
development that has been the subject of a Commission
Inquiry.


Signed:

on behalf of the consent authority

Signature:

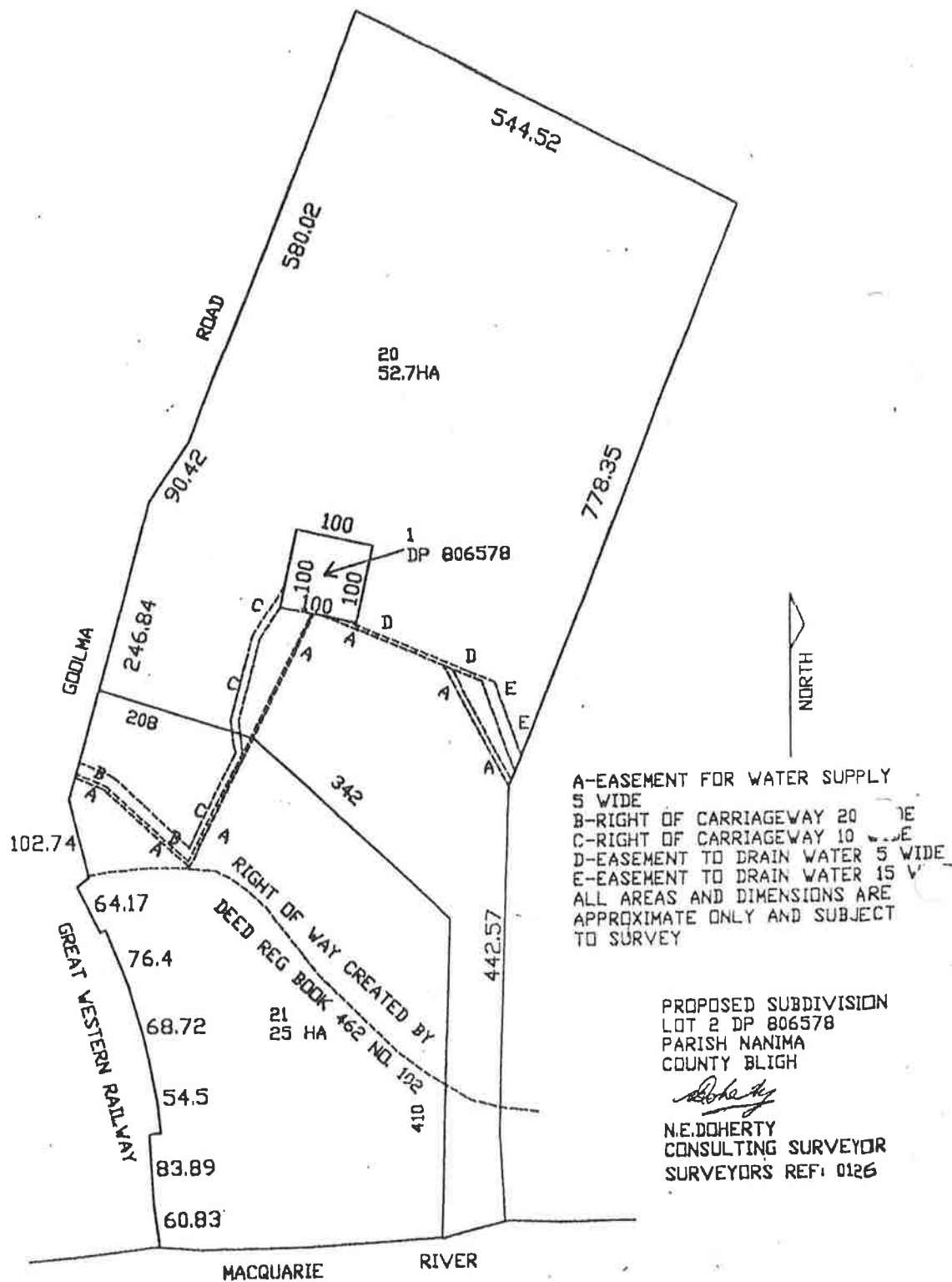
Name:

Date:


CG Foley

DIRECTOR OF ENVIRONMENTAL SERVICES

22nd August 2001





CT:SM.N.Barton

18th June 2008

Mr N Barton
Nanima
Mudgee Road
WELLINGTON NSW 2820

Dear Mr Barton

RE: HERITAGE ADVICE REGARDING NANIMA MUDGE ROAD WELLINGTON

Council's Heritage Advisor, Mr David Scobie, recently visited Wellington and has provided the following advice and observations with regard to the above property.

The Proposed Power Station is to be constructed in the vicinity of the Nanima homestead. The EIS documents have been published and a period has commenced for public consultation with a due date of Monday 23rd June, 2008 for submissions to be received at Department of Planning, GPO Box 39, Sydney 2001 for the attention of Major Infrastructure assessments- Wellington Power Station Project.

The Project is being assessed under Part 3(A) of the EP&A Act.

The Nanima property is a Heritage item on the Heritage Schedule of the Wellington LEP 1995. The site has historic, social and aesthetic significance and is correspondingly listed by the National Trust and it is on the Register of the National Estate.

The distinctive elements of the heritage significance are the unusual integrity of the building, fittings and furnishings and the central top-lit room within the layout and the continuous ownership and occupancy by the Barton family.

A brief review of the EIS illustrates the following points in relation to the environmental impact and the validity of the assessment:

- The heritage element of the study was completed by the Australian Museum and makes no detailed reference to the heritage significance of the 3 heritage listed properties in the vicinity. The Museum has no reputation in the area of European heritage and the report makes no reference to experts in that field with whom it may have consulted, however the study does make recommendations in relation to the impacts. The heritage element is therefore regarded as being unsatisfactory in failing to utilise appropriate expertise and in failing to acknowledge items of heritage significance within the vicinity of the project.

All Communications to be addressed to:
The General Manager
PO Box 62 WELLINGTON NSW 2820
Cnr Nanima Crescent & Warne Street
Email: mail@wellington.nsw.gov.au

ABN: 57 268 387 231
Office Hours: 9.00am - 5.00pm

TELEPHONE NUMBERS
Administration: (02) 6845 2099
Rates Department: (02) 68401711
Technical Services: (02) 68401729
Health, Building & Planning (02) 6840 1723

- It appears clear from site visits and from aerial photography that there will be significant impacts upon the visual catchments of both Keston and Nanima. These impacts are not acknowledged with the assessments provided in Technical paper No. 5 nor within the mitigation measures. The paper does not refer to the standard assessment method established by the NSW Heritage Branch for analysing visual impacts on Heritage items. For example, within the paper there is no mention of views to heritage items and only views from a narrow range of views from selected places within the heritage places. Limited assessments using a single crane and views from isolated points within the Nanima building are not a satisfactory measure of assessment given the heritage listing is of the building and affects the property defined by its boundary.
- It is clear from the noise data supplied in Technical Paper No. 3 – Noise and Vibration Assessment, that the noise environment at Nanima will experience levels predicted to be 43db(A)- exceeding the noise design criterion by 8dB(A) and 9.5dB(A) in adverse weather. It is claimed that mitigation measures at source are not feasible and that property procurement may be the only feasible measure for Nanima. This strategy would have a substantial impact upon the heritage significance due to the break in the ownership chain and the uncertain future of the occupancy and condition of the property. The current owner is not a willing vendor and wishes to maintain the ownership, occupancy and custodianship of the heritage significance. Secondary measures noted in the Study include insulation, secondary glazing and air-conditioning.
- The Assessment elements of the Study, in particular the heritage element, fail to follow the standard accepted practice established by the NSW Heritage Branch of the Department of Planning of completing a Statement of Heritage Impact (SOHI). The SOHI consists of establishing the significance of the place, providing a description of the proposal with an associated scope of impacts followed by a schedule of mitigating measures proposed including alternatives which may have been considered and discounted. It follows therefore that without the accepted process and analysis, that the conclusions and recommendations cannot be supported.

Conclusions:

- The EIS is inadequate with respect to the research, analysis and recommendations in relation to the assessment of the heritage impact of the Power Station.
- The EIS failed to utilise appropriate expertise for the items of European heritage and failed to follow the accepted process for establishing heritage impacts and appropriate mitigation measures.

Recommendations:

- Appropriate expertise be sought to investigate and establish the heritage significance of the three properties in the vicinity of the proposed power Station;
- The accepted procedures established by the Department of Planning, Heritage Branch should be utilised to establish the impacts on the heritage significance of the properties;
- Appropriate engineering and financial data should be provided to support a standard analysis of alternative mitigation measures, in accordance with the Statement of Heritage Impact process.

If you have any queries please phone Planning Services on 68 401 735.

Yours sincerely



Chris Thompson
SENIOR TOWN PLANNER

Nat Barton

From: "Nat Barton" <nba43079@bigpond.net.au>
To: "Andrew St Baker" <astbaker@ermpower.com.au>
Sent: Friday, 17 October 2008 5:41 PM
Subject: Re: 080916 letter to N Barton.pdf - Adobe Acrobat Standard
 Andrew,

It is true I have received a copy of the noise report/study however I note that pages 2,4,6,8,10 are blank in the PB Report.

It would appear to me that not only would there need to be a construction of a wall there would also need to be substantive works done to the house and are listed on pages 3 & 4 of the letter written by Jenni Lindberg to Leisl Garrett on 10 October 2008 under the headings of Noise Barrier and Sound Proofing Measures. I agree that enclosing the verandah is not a preferred Option. However, 2 d makes reference to thermal insulation in the roof which as David Scobie has said would require a new roof and guttering due to the design of the central ballroom and upper windows.

Despite all of these recommendations being implemented I still believe that this development is too close to Nanima Homestead and Outbuildings and will have a severe negative impact both visually and otherwise on the property.

Apropos your Offer dated 16 September 2008.

1. Your offer to purchase the property is rejected.

2. ERM and I agree that:

(a) ERM will :-

(i) pay me a lump sum of \$1,000,000 .00 in compensation for noise and disturbance,

(ii) grant a Letter of Offer to purchase the property for one and a half times the cost of rebuilding the Homestead and Outbuildings at the time of purchase of the property (as determined by a properly accredited Insurance Valuer eg Rushtons) at any time during the next 20 years :

(iii) at ERM's cost construct a noise attenuation barrier around the Homestead, Washroom and Stables, new roof and guttering and other Sound Proofing Measures in the Homestead as outlined in the letter from Jenni Lindberg to Leisl Garrett dated 10 October 2008 before construction of the Power Station ; and

(iv) at ERM's cost to construct further noise/emissions attenuation measures if after the construction of the Power Station noise/emissions still exceed EPA guidelines.

(b) I agree to consent to any applications made by ERM in relation to the Power Station provided they do not vary substantially from that detailed in the EA Report.

Yours sincerely,

Nat Barton
 "Nanima",
 Wellington NSW 2820

----- Original Message -----

From: [Andrew St Baker](#)
To: [Nat Barton](#)
Cc: [Lewis, Lindsay](#) ; [Andrews, Jay](#) ; [Trevor St Baker](#) ; [Philip St Baker](#) ; [Gregg Buskey](#) ; [Andy Pittlik](#)
Sent: Friday, October 17, 2008 11:25 AM
Subject: RE: 080916 letter to N Barton.pdf - Adobe Acrobat Standard

Nat,

I understand that our NSW Director (Andy) had a productive meeting at your property recently with engineers and heritage consultants etc and that you have subsequently received a copy of our noise report/study which has assessed noise mitigation options and demonstrated through modelling that noise attenuation barriers would mitigate the noise issue and reduce the impact to below the statutory levels without any additional works required at the dwelling.

Andy has advised in subsequent discussions that you have indicated an agreed solution would also require replacement of roof sheeting on the main dwelling.

I reiterate that ERM is ready and willing to consider any **firm** offers you may choose to put forward prior to determination of the development application.

Should you wish to make a firm counter offer in writing then I would elevate it within our organisation for executive consideration and response.

Regards

Andrew St Baker

Chief Commercial Officer

ERM Power

PO Box 7152 Riverside Centre Q 4000

Direct Phone: 07 3020 5104

Main Phone: 07 3020 5100

Mobile Phone: 0438 381 111

Fax Number: 07 3020 5111

Email: astbaker@ermpower.com.au

Web: www.ermpower.com.au

From: Andrew St Baker

Sent: Thursday, 25 September 2008 5:01 PM

To: 'Nat Barton'

Cc: 'Lewis, Lindsay'; 'Andrews, Jay'; Trevor St Baker; Philip St Baker; Gregg Buskey; Andy Pittlik

Subject: RE: 080916 letter to N Barton.pdf - Adobe Acrobat Standard

Dear Nat,

Thanks for your reply.

I acknowledge your rejection of the offer's ERM believes are reasonable and as detailed in the letter dated 16 September and advise that this will be conveyed to ERM management and to the DoP.

If we can't agree prior to determination of the development application your recourse will be limited to that under Part 3A application.

I don't intend to make any further offers however I confirm that ERM is ready and willing to consider any firm offers you may choose to put forward prior to determination of the development application.

We are also prepared to pay for another valuation by a suitably qualified and experienced valuer selected by you and fairly briefed given that you have issue with the valuation undertaken by HTW.

Regards

Andrew St Baker

Chief Commercial Officer

ERM Power

PO Box 7152 Riverside Centre Q 4000

Direct Phone: 07 3020 5104
 Main Phone: 07 3020 5100
 Mobile Phone: 0438 381 111
 Fax Number: 07 3020 5111
 Email: astbaker@ermpower.com.au
 Web: www.ermpower.com.au

From: Nat Barton [mailto:nba43079@bigpond.net.au]
Sent: Wednesday, 17 September 2008 4:42 PM
To: Andrew St Baker
Subject: Re: 080916 letter to N Barton.pdf - Adobe Acrobat Standard

Dear Andrew,

Thankyou for your letter dated 16 September 2008 but received by me on 17 September 2008.

I note :-

1. The Valuation of the Property is woefully inadequate and neglects to compare any other "like" properties to Nanima (ie Heritage Listed either by the National Trust or on the Register of the National Estate) and with permanent water and river frontage, close to town with 360 degree views and with a portion of land suitable for subdivision with an existing DA of up to 15 Blocks. In my view a fairer and more applicable valuation should include the cost of rebuilding and I would suggest that an updated Insurance Valuation by Rushtons should be included as well as provision for the subdivision blocks should the Project proceed.

2. The meeting I organised on 29 September 2008 with David Scobie is not a meeting to finalise the design and location of the proposed noise barrier with your representatives. At my meeting with Andy Pittlik on 10 September 2008 I agreed to seek further information from Wellington Council's Heritage Advisor, David Scobie and others as to the impact of your proposed sound barrier on Nanima. One obvious impact was noise but other factors such as visual impacts and emissions, especially particulate matter need also be considered. If a noise barrier was to be seriously considered I would need to know the likely effects on the house and outbuildings, the height, width, construction material and effectiveness of the proposal from independent advisors.

I did not invite Andy Pittlik or any of your representatives to attend. If they were to attend the very best they could hope to achieve would be to outline some starting point for consideration. There is no scope for finalisation or agreement at this meeting.

The bottom line of course, as I have already explained to you, is that from my perspective the Project be moved well away from existing residences and particularly residences of such importance as Nanima. Keston and Mt Nanima and the town of Wellington. On the spot hazard controls in the event of a catastrophic accident are a real issue.

3. Your offer makes no allowance for the inevitable devaluation of Nanima and may not even cover the additional works required to make the Homestead and Stables habitable.

Yours sincerely,

N. Barton

----- Original Message -----

From: [Andrew St Baker](#)
To: [Nat Barton](#)
Cc: [Andy Pittlik](#) ; [Trevor St Baker](#) ; [Philip St Baker](#) ; [Gregg Buskey](#) ; [Lewis, Lindsay](#) ; [Andrews, Jay](#)
Sent: Tuesday, September 16, 2008 6:07 PM
Subject: 080916 letter to N Barton.pdf - Adobe Acrobat Standard

Nat,

I refer to our ongoing discussions over the last couple of years and attached a letter outlining some options for you to consider prior to a determination by the government in relation to our development application.

I have also attached a copy of the valuation of your property that we commissioned with your consent last year which is referred to in the letter.

Look forward to hearing from you in this regard.

Yours faithfully

Andrew St Baker

Chief Commercial Officer

ERM Power

PO Box 7152 Riverside Centre Q 4000

Direct Phone: 07 3020 5104

Main Phone: 07 3020 5100

Mobile Phone: 0438 381 111

Fax Number: 07 3020 5111

Email: astbaker@ermpower.com.au

Web: www.ermpower.com.au

Nat Barton

From: "Andrew St Baker" <astbaker@ermpower.com.au>
To: "Nat Barton" <nba43079@bigpond.net.au>
Cc: "Andy Pittlik" <apittlik@ermpower.com.au>; "Trevor St Baker" <tstbaker@ermpower.com.au>; "Philip St Baker" <pstbaker@ermpower.com.au>; "Gregg Buskey" <gbuskey@ermpower.com.au>; "Lewis, Lindsay" <Lindsay.Lewis@freehills.com>; "Andrews, Jay" <Jay.Andrews@freehills.com>
Sent: Tuesday, 16 September 2008 7:07 PM
Attach: 080916 letter to N Barton.pdf; 070816 Valuation Nanima.pdf
Subject: 080916 letter to N Barton.pdf - Adobe Acrobat Standard
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Yours faithfully

Andrew St Baker

Chief Commercial Officer

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