

J 652654



Fees:—
Lodgment
Endorsements
Total

£ s. d.
2 10
11 5 6

NEW SOUTH WALES

MEMORANDUM OF MORTGAGE
REAL PROPERTY ACT, 1900.

JOHN CLIFTON DOUGLAS of Flat 3, 37 King Street, Waverton,
Service Representative, and EVELYN GLADYS DOUGLAS, his wife

(hereinafter referred to as the Mortgagor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances as are notified by memoranda underwritten or endorsed hereon) in consideration of **One thousand four hundred and fifty pounds**

20/9

(£1450) (hereinafter called the principal sum) lent to the Mortgagor by A.G.C. (GENERAL FINANCE) LIMITED a Company duly incorporated under the laws of New South Wales and having a place of business at A.G.C. House, Phillip and Hunter Streets, Sydney (hereinafter referred to as the Mortgagee) the receipt whereof is hereby acknowledged doth for the purpose of securing to the Mortgagee the payment in manner hereinafter mentioned of the said principal sum and interest thereon hereby mortgage to the Mortgagee.

ALL the Mortgagor's Estate and interest as such registered proprietor as aforesaid in the land comprised in the following Schedule:

Parish	County	Whole or Part	Instrument	Volume	Folio
NARRABEEN ✓	CUMBERLAND ✓	WHOLE ✓	CERTIFICATE OF TITLE ✓	8216 ✓	152 ✓

AND for the consideration aforesaid the Mortgagor covenants with the Mortgagee

FIRSTLY—That the Mortgagor will pay to the Mortgagee the principal sum together with Interest amounting to **Two hundred and eighty-three** pounds **eight** shillings and **11.96** pence (£ 283. 8. 0.) representing a rate of **11.96** per centum per annum making a total amount of **One thousand seven hundred and thirty-three** pounds **eight** shillings and **11.96** pence (£ 1733. 8. 0.) by **35** payments of **Forty-eight** pounds **three** shillings and **11.96** pence (£ 48. 3. 0.) each the first of such payments to be made on the **8** day of **June** 1967 and subsequent payments to be made on the **8** day of **May** 1967 in the sum of **Forty-eight** pounds **three** shillings and **11.96** pence (£ 48. 3. 0.)

SECONDLY—That on default being made in the payment upon the due date of any sum payable to the Mortgagee pursuant to these presents whether in respect of principal or interest the Mortgagee shall be entitled to charge simple interest on that sum from the date of default until the sum is paid at the rate referred to in Clause 1 hereof.

THIRDLY—That the Mortgagor will insure and keep insured all buildings now or hereafter erected on the said premises in the name of the Mortgagee in the full insurable value thereof against fire and fire occasioned by explosion storm and tempest in some insurance office nominated by the Mortgagee and that in the event of loss the sum recoverable on account of such insurance shall be applicable either in or towards repair or rebuilding or in or towards repayment of the mortgage debt at the option of the Mortgagee, and the Mortgagor will hand the policy or policies evidencing such insurance and all receipts for moneys paid and other usual evidences of insurance to the Mortgagee immediately upon the issue thereof.

FOURTHLY—That the Mortgagor will during the continuance of this security whether the Mortgagee shall or shall not have entered upon and taken possession of the mortgaged property make such repairs as may be necessary for keeping the messuages and buildings now or hereafter to be erected on the land hereby mortgaged in good and tenantable repair and condition and pay all rates, taxes, charges, outgoings, and assessments (including any land or property tax) that may now or at any time be or become payable or become chargeable or be assessed or become due upon or in respect of the mortgaged property or any part thereof under or in pursuance of the provisions of any Statute Act or Ordinance, or any regulations thereunder now in force or that may come into operation during the continuance of this security, and will at all times indemnify and keep indemnified the Mortgagee, from the payment of such rates, taxes, charges, outgoings and assessments, and every or any part thereof, and from all claims and demands in respect thereof, and that the Mortgagee shall at all times during the continuance of this security be at liberty with or without surveyors or others to enter into and upon the mortgaged property, and view and inspect the state of repair of the buildings and improvements thereon.

AP 445(a) 10/63

FIFTHLY—That in case the Mortgagor shall at any time fail to keep the mortgaged property so insured and in good and tenable repair and condition, or to pay such rates, taxes, charges, outgoings and assessments as aforesaid, it shall be lawful for, but not obligatory upon, the Mortgagee to effect and maintain such insurance, repairs, and condition, and to pay such rates, taxes, charges, outgoings, and assessments as the case may be, and all moneys or payments so expended or made shall be repayable by the Mortgagor upon demand, and be deemed principal moneys covered by this security, and shall carry interest until such repayment at the rate chargeable on arrears pursuant to Clause 2 hereof.

SIXTHLY—That in addition to all costs and expenses which the Mortgagor may be liable at law or in Equity to pay in respect of this security or otherwise in relation thereto the Mortgagor will upon demand pay all costs and expenses incurred by the Mortgagee in consequence of any default in payment of any principal, interest, or other moneys covered by this security all of which costs and expenses shall from the time of payment or expenditure thereof respectively until repaid to the Mortgagee by the Mortgagor be deemed principal moneys covered by this security, and shall carry interest at the rate chargeable on arrears pursuant to Clause 2 hereof.

SEVENTHLY—That upon default being made in payment at the respective times and in the manner hereinbefore mentioned of the principal sum or any part thereof or of the interest thereon or any part thereof, or upon default being made in the observance or performance of any of the covenants or conditions herein contained or implied whether under the provisions of the "Real Property Act, 1900" or the "Conveyancing Act, 1919" or any amendment or consolidation thereof or substitution thereof or otherwise, or if the Mortgagor's estate in the premises hereby mortgaged shall be assigned to any person or persons for the benefit of creditors, or if the Mortgagor's estate shall be sequestrated as bankrupt, the Mortgagee or the Mortgagee's attorney or attorneys shall (notwithstanding any omission neglect or waiver of the right to exercise all or any of such powers on any former occasion) immediately or at any time thereafter be at liberty to exercise any of the powers of a Mortgagee under the "Real Property Act, 1900," and the "Conveyancing Act, 1919," or any amendment or consolidation thereof or substitution thereof, and as between the Mortgagor and the Registrar-General or his Deputy and all persons whomsoever dealing with or accepting title under the Mortgagee, it shall be lawful for and the Mortgagor doth hereby authorise the Mortgagee and the Mortgagee's attorney or attorney to enter into possession and management of the mortgaged property or any part thereof, and to make any lease or leases thereof or any part thereof, either with or without an option of purchase, and to exercise any of the powers of sale, entry, distress, ejectment, foreclosure, and every other power vested in Mortgagees under the "Real Property Act, 1900," and the "Conveyancing Act, 1919," or any amendment or consolidation thereof or substitution thereof in respect of the property hereby mortgaged and every part thereof immediately upon or at any time after default as hereinbefore mentioned without the necessity of giving the Mortgagor any notice or notices whatsoever as required by the said Acts or any amendment or consolidation thereof or substitution thereof or otherwise previously to exercising any of such powers, and that it shall not be necessary to prove to the Registrar-General or his Deputy that any such default has been made or powers, and that the exercise of any such powers as aforesaid was necessary or required and that upon tender for registration of any instrument under the said Acts or any amendment or consolidation thereof or substitution thereof duly executed by the Mortgagee or the Mortgagee's attorney or attorneys it shall not be necessary for the Registrar-General or his Deputy to enquire whether any default has been made or continues, or whether the power of sale or any other power that may have been exercised as aforesaid has arisen or been properly exercised, or into any other matter or thing whatsoever. And the Mortgagor hereby agrees that if at any time default shall be made in the performance or observance of any of the covenants and conditions herein contained or implied or if the power of sale hereby given to the Mortgagee shall become exercisable, then, if the Mortgagee shall so elect, the principal money hereby secured shall immediately fall due and the Mortgagor will thereupon pay the same on demand, and it shall be lawful for the Mortgagee (whether the power of sale or any other power has been exercised or not) to sue for recover and receive as and for debt due under covenant not only such interest as may be due as aforesaid but also the principal sum hereby secured or so much thereof as shall then remain unpaid as if there had been a default in the payment thereof, although the time for payment of the same shall not have arrived.

EIGHTHLY—That upon sale or lease as aforesaid the mortgaged property or any part thereof may be sold or leased together with the other land in mortgage from the Mortgagor to the Mortgagee, whether under the "Real Property Act, 1900," or the "Conveyancing Act, 1919," or any amendment or consolidation thereof or substitution thereof or under the general law, by one contract and at one price or at one rent or in any other manner that the Mortgagee may deem expedient.

NINTHLY—That upon the sale, under the power of sale hereinbefore contained it shall be lawful for the Mortgagee to sell for cash or upon terms, and to allow a purchaser any time for payment of the whole or any part of the purchase money with or without interest, and either with or without security therefor.

TENTHLY—That in applying the purchase money towards satisfaction of the moneys for the time being owing on the security hereof the Mortgagor shall be credited only with so much of the said moneys available for the purpose as shall be received in cash by the Mortgagee such credit to date from the time of such receipt, and all purchase money left outstanding on credit or otherwise shall until actually received by the Mortgagee in cash be deemed a continuing unsatisfied part of the Principal moneys hereby secured and carry interest accordingly, provided that any interest paid by the purchaser shall be set off *pro tanto* against the interest hereby secured.

ELEVENTHLY—And the Mortgagor hereby irrevocably appoints the Mortgagee his attorney with full power for the Mortgagor and on the Mortgagor's behalf immediately on or at any time after default made by the Mortgagor hereunder and without giving the Mortgagor any notice whatever, to lease the whole or any part of the mortgaged property, either with or without an option of purchase, for such period or periods and upon such terms and conditions as the Mortgagee shall think fit, without any eviction or interruption by the Mortgagor or any person whomsoever and to accept surrenders and make concessions to or compromise with tenants upon terms or gratuitously and otherwise with respect to such tenancies to have all the powers of an absolute owner.

TWELFTHLY—That the Mortgagee shall, so long as any moneys shall remain due and owing on this security have and retain possession of the said Certificate of Title to the said mortgaged property and of any Certificate of Title to be hereafter issued in substitution thereof, whether to a purchaser of the equity or redemption or otherwise.

THIRTEENTHLY—That all powers rights and remedies implied in favour of or conferred upon Mortgagees by the "Conveyancing Act, 1919," shall be in enlargement and augmentation of and not in curtailment or diminution of the powers rights and remedies conferred by these presents and shall be exercisable by the Mortgagee immediately on any default whatsoever by the Mortgagor hereunder without any notice or expiration of time under that Act being necessary AND THAT none of the restrictions contained in Sub-section 2 of Section 111 of the said Act upon the exercise by the Mortgagee of the Statutory power of sale shall apply to this security AND FURTHER that Sub sections (3) (5) (6) (7) and (8) of Section 106 of the said Act shall not nor shall any of the conditions and restrictions on a Mortgagee's power of leasing contained in the said Section apply to any lease or sub-lease granted under the powers of leasing conferred on the Mortgagee by the said Acts or by this instrument. AND ALSO that the Mortgagor shall not be entitled to exercise the Statutory power of leasing conferred by the said Section without the previous consent of the Mortgagee.

FOURTEENTHLY—That upon any Lease or Sale made under the aforesaid Powers the Lessee or Purchaser shall not be bound to see or enquire whether such Lease or Sale is consistent with the terms of this Mortgage nor be affected by notice that such Lease or Sale is made in breach thereof.

FIFTEENTHLY—That the provisions of the Moratorium Act 1932 and of any present or future Federal or State Statute or Regulation postponing payment of money or reducing rates of interest or purporting to curtail or restrict the rights powers or remedies of a Mortgagee are hereby expressly excluded from and shall not apply to this mortgage or to any renewal or extension thereof.

SIXTEENTHLY—That the Mortgagor shall not whilst any moneys remain secured hereby sell transfer or otherwise dispose of or, without the consent in writing of the Mortgagee first had and obtained, let, lease, grant any license to use, part with possession of or give any further mortgage or other security over the property hereby mortgaged or any part thereof.

SEVENTEENTHLY—That whenever any covenant for the payment of principal moneys on the part of the Mortgagor shall become merged in any judgment or order the Mortgagor shall pay simple interest upon the said principal moneys at the rate chargeable on arrears pursuant to Clause 2 hereof.

EIGHTEENTHLY—That the Mortgagor shall duly and punctually observe all the terms and conditions and covenants on his behalf contained in any mortgage noted in the Memorandum of Encumbrances hereto.

NINETEENTHLY—In exercise of the powers of sale hereby or by Statute conferred upon the Mortgagee the mortgaged premises may be sold either subject to or discharged from the mortgage debt secured by any Mortgage noted in the Memorandum of Prior Encumbrances hereto and interest and upon such terms as to indemnity against the same as the Mortgagee may determine and the Mortgagee may pass and settle the accounts of the person or persons for the time being entitled to the said Mortgage debt and interest and all accounts so passed or settled shall be binding on the Mortgagor.

TWENTIETHLY—Provided always that if the Mortgagor shall produce to the Mortgagee evidence satisfactory to the Mortgagee that the Mortgagor has kept and is keeping the said premises repaired and insured and the rates taxes outgoings and assessments paid in accordance with his covenants in that behalf contained in any first Mortgage noted in the Memorandum of Prior Encumbrances hereto then the Mortgagee will accept such evidence in satisfaction of the covenants contained in Clauses 3 and 4 hereof notwithstanding that the Mortgagor may be unable to deliver or produce the said Policy or the receipts to the Mortgagee.

TWENTY-FIRSTLY—In the construction of a covenant proviso condition or other agreement contained or implied in these presents unless inconsistent with the context words importing the singular or plural number or the masculine gender shall be read as also importing and including the plural or singular number and the feminine gender as the case may require, and a covenant proviso condition or agreement in which more persons than one covenant, agree or appoint, or are deemed to covenant agree or appoint shall be deemed to bind and extend to such persons and any two or greater number of them jointly and each of them severally. Whenever a corporation shall be a party hereto either as Mortgagor or Mortgagee, the words "mortgagor," or "mortgagee," or "person" whenever herein used shall be deemed to mean and include such corporation, its successors assigns and transferees, words importing the masculine gender shall be read as importing the neuter gender, and any words dealing with the Mortgagor's bankruptcy or the sequestration of the Mortgagor's estate shall in the case of a corporation mortgagor be deemed to refer to its liquidation.

MEMORANDUM OF PRIOR ENCUMBRANCES, &c., REFERRED TO.

Covenant in #15 J 652653

IN WITNESS whereof the parties have hereunto subscribed their names at Sydney the 8th day of May in the year of our Lord one thousand nine hundred and sixty-four

Signed in my presence by the said JOHN CLIFTON DOUGLAS and EVELYN GLADYS DOUGLAS

J. C. Douglas, E. G. Douglas, Mortgagor.

who are personally known to me

Accepted and signed by Solicitor

Signed in my presence by the said

hereby certify this Mortgage to be correct for the purposes of the Real Property Act.

who personally known to me

Solicitor for the Mortgagee whose signature cannot be obtained without difficulty and delay.

CERTIFICATE OF J.P., ETC., TAKING DECLARATION OF 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 own handwriting, and that was of sound mind and freely and voluntarily signed the same.

J 652654

No. _____

MORTGAGE

INDEXED	Particulars entered in Register Book,
CHECKED	21-5-1964
PASSED IN S.D.R.	at 11 o'clock
SIGNED	<i>Joubaton</i> REGISTRAR GENERAL

LODGED BY

CLAYTON, UTZ & COMPANY
SOLICITORS
138 LIVERPOOL ST.
SYDNEY

PHONE No. _____

DOCUMENTS LODGED HEREWITH:—

- 1. _____ } Received Docs. Nos.
- 2. _____ }
- 3. _____ } Receiving Clerk

The within written mortgage was executed by the within named John Clifton Douglas and Evelyn Gladys Douglas

and on or before their execution of the same they stated to me that they knew the effect of and approved of the insertion in the said mortgage of the covenants to pay the principal and interest moneys secured by the within mortgage AND I CERTIFY that I am not the Solicitor or Conveyancer for the mortgagee.

Signature *Handwritten Signature*

Address 66 Kent Street
Sydney

D/M
K 459266

FORM OF DISCHARGE

DISCHARGE No. _____

Discharge lodged by _____

Phone No. _____

RECEIVED from the within Mortgagor this _____ day of _____ 19____

the sum of all moneys, being in full satisfaction and discharge of the within obligation.

Signed in my presence for the said Mortgagee by its Attorney who hereby states that he has no notice of the revocation of the Power of Attorney Registered No. _____ Miscellaneous Register under the authority of which this document is executed and who is personally known to me.

A.G.C. (GENERAL FINANCE) PTY. LIMITED by its Attorney:

Mortgagee.

**Department of Planning, Housing and Infrastructure**

Mr Derek Francis
General Manager
Bogan Shire Council
81 Cobar St PO Box 221
Nyngan New South Wales 2825

Our ref: PP-2024-2510/IRF25/580

Dear Mr Francis

Planning proposal PP-2024-2510 to amend Bogan Local Environmental Plan 2011

I am writing in response to the planning proposal you have forwarded to the Minister under section 3.34(1) of the *Environmental Planning and Assessment Act 1979* (the Act) and additional information received on 14/11/2024 in respect of the planning proposal to reclassify land legally described as Lot 1 DP 102113, Lot 2 DP 355559 and Lot 3 DP 945184 (8 Tabratong Street, Nyngan) from 'community' land to 'operational' land.

As delegate of the Minister for Planning and Public Spaces, I have determined that the planning proposal should proceed subject to the conditions in the enclosed gateway determination.

I have determined not to authorise Council to be the local plan-making authority as the planning proposal relates to the reclassification of Council land.

The amending local environmental plan (LEP) is to be finalised on or before 8 December 2025. Council should aim to commence the exhibition of the planning proposal as soon as possible. Council's request for the Department of Planning, Housing and Infrastructure to draft and finalise the LEP should be made eight weeks in advance of the date the LEP is projected to be made.

The Department's categorisation of planning proposals in the *Local Environmental Plan Making Guideline* (Department of Planning, Housing and Infrastructure, August 2023) is supported by category specific timeframes for satisfaction of conditions and authority and Government agency referrals, consultation, and responses. Compliance with milestones will be monitored by the Department to ensure planning proposals are progressing as required.

Should you have any enquiries about this matter, I have arranged for Amanda O'Leary to assist you. Ms O'Leary can be contacted on 5852 6813.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Chantelle Chow'.

4/4/2025

Chantelle Chow
Acting Director, Southern, western and Macarthur Region
Local planning and Council Support

Encl: Gateway determination



Department of Planning, Housing and Infrastructure

Gateway Determination

Planning proposal (Department Ref: PP-2024-2510): *Reclassification of land legally described as Lot 1 DP 102113, Lot 2 DP 355559 and Lot 3 DP 945184 (8 Tabratong Street, Nyngan) from 'community' land to 'operational' land.*

I, the Acting Director, Southern, Western and Macarthur at the Department of Planning, Housing and Infrastructure, as delegate of the Minister for Planning and Public Spaces, have determined under section 3.34(2) of the *Environmental Planning and Assessment Act 1979* (the Act) that an amendment to the Bogan Local Environmental Plan 2011 to to reclassify land legally described as Lot 1 DP 102113, Lot 2 DP 355559 and Lot 3 DP 945184 (8 Tabratong Street, Nyngan) from 'community' land to 'operational' land should proceed subject to the following;

The LEP should be completed on or before 8 December 2025.

Gateway Conditions

1. Update the Project Timeline to reflect the timelines included in this determination.
2. Public exhibition is required under section 3.34(2)(c) and clause 4 of Schedule 1 to the Act as follows:
 - (a) the planning proposal is categorised as standard as described in the *Local Environmental Plan Making Guideline* (Department of Planning and Environment, August 2023) and must be made publicly available for a minimum of 28 working days; and
 - (b) the planning proposal authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in *Local Environmental Plan Making Guideline* (Department of Planning and Environment, August 2023).
3. No consultation is required with public authorities or government agencies under section 3.34(2)(d) of the Act.
4. A public hearing is required to be held in accordance with Section 29 of the Local Government Act 1993 and the Department's Practice Note PN 16-001.

Dated 4 April 2025

A handwritten signature in black ink, appearing to read 'Chantelle Chow'.

Chantelle Chow
Acting Director, Southern, Western and Macarthur
Department of Planning, Housing and Infrastructure

Delegate of the Minister for Planning and Public
Spaces



Public Hearing Report

Reclassification of Land from “Community” to “Operational”

8 Tabratong Street Nyngan

Lot 1 DP 102113, Lot 2 DP 355559, Lot 3 DP 945184

18 August 2025

Tel: 0400 715 949
lisa@blueskyplanning.com.au

Contents

1. Introduction and Background1

2. Statutory Context.....2

3. Description of the Site and Surrounds3

4. Public Hearing4

5. Discussion6

6. Conclusion and Recommendations.....6

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1. Introduction and Background

Blue Sky Planning and Environment (BSPE) Pty Ltd was commissioned by Bogan Shire Council to independently chair a Public Hearing on the proposed reclassification of three parcels of Council-owned land in Nyngan. Lisa Proctor, Director of BSPE, was the Chair of the Public Hearing.

The reclassification is the subject of a Planning Proposal that proposes to amend Bogan Local Environmental Plan (LEP) 2011 to reclassify 8 Tabratong Street Nyngan from “community land” to “operational land”.

A Gateway Determination was issued by the Department of Planning, Housing and Infrastructure (DPHI) on 4 April 2025 requiring that public exhibition of the Planning Proposal be undertaken in accordance with section 3.34(2)(c) and clause 4 of Schedule 1 to the Act as follows:

(a) the planning proposal is categorised as standard as described in the Local Environmental Plan Making Guideline (Department of Planning and Environment, August 2023) and must be made publicly available for a minimum of 28 working days; and

(b) the planning proposal authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in Local Environmental Plan Making Guideline (Department of Planning and Environment, August 2023).

3. No consultation is required with public authorities or government agencies under section 3.34(2)(d) of the Act.

4. A public hearing is required to be held in accordance with Section 29 of the Local Government Act 1993 and the Department’s Practice Note PN 16-001.

Council staff have advised that advertising and notification of the proposal was undertaken by Bogan Shire Council in accordance with the relevant legislative requirements and Gateway Determination.

Exhibition of the Planning Proposal was undertaken between 1 May 2025 and 9 June 2025. It was advertised as follows:

- A notice posted on Council’s website between the dates 1 May 2025 and 9 June 2025.
- The local newspaper, The Nyngan Weekly, between the dates 1 May 2025 and 9 June 2025.
- In writing to adjoining landowners during the exhibition period.

No submissions were received during the exhibition period.

The public hearing was advertised between 17 July and 7 August 2025 in the Nyngan Weekly, and on Council’s website from the 17 July to 14 August 2025. It was also displayed on Council’s Facebook page on 13 and 14 August 2025.

On 30 July 2025 all Bogan Shire Councillors, neighbours and local social / community housing providers were notified either by email or post.

The Public Hearing was conducted on Monday 18 August at 9am at the Bogan Shire Youth and Community Centre. There were 27 attendees. The attendee representation was:

Resident – 6
Nyngan Community Homes – 6
Bogan Shire Councillors – 4
Coolabah United Citizens – 1
Bogan Shire Council staff – 5
Barnardos – 1
Nyngan Weekly Newspaper – 1
Community Hub – 1
Catholicare – 1
Wangaaypuwan Wellness - 1

2. Statutory Context

The Local Government (LG) Act 1993 requires all public land to be classified as either “community” or “operational”. Community land is land that council makes available for use by the public and it usually includes land for parks or sports grounds. Operational land is land that facilitates the functions of Council and may not be open to the public. Operational land often includes council works depots, pounds or the like.

The land classification determines the way that council is required to manage and deal in the land. Community land requires a plan of management and must not be sold, exchanged or otherwise disposed of by a council. There are no such restrictions on council to manage, dispose of or change the nature of operational land.

Under the LG Act, public land is classified or reclassified by either a council resolution under sections 31, 32 or 33 or through an LEP amendment. The planning proposal seeks to give effect to a previous Council resolution by pursuing an LEP amendment pathway to reclassify the land from community to operational.

Section 30 of the LG Act 1993 provides that:

(1) A local environmental plan that reclassifies community land as operational land may make provision to the effect that, on commencement of the plan, the land, if it is a public reserve, ceases to be a public reserve, and that the land is by operation of the plan discharged from any trusts, estates, interests, dedications, conditions, restrictions and covenants affecting the land or any part of the land, except for—

(a) any reservations that except land out of a Crown grant relating to the land, and

(b) reservations of minerals (within the meaning of the Crown Land Management Act 2016).

The planning proposal seeks to ensure that the land is discharged from all trusts, estates, interests, dedications, conditions, restrictions and covenants that may affect further operations and the use of the land.

A Gateway Determination for the Planning Proposal was issued on 4 April 2025. It included the condition that:

4. A public hearing is required to be held in accordance with Section 29 of the Local Government Act 1993 and the Department’s Practice Note PN 16-001.

Section 47G of the Local Government Act 1993 provides that:

(2) The person presiding at a public hearing must not be;

(a) a councillor or employee of the Council holding the public hearing, or

(b) a person who has been a councillor or employee of that Council at any time during the five years before the date of his or her appointment.

For the purposes of Section 47G of the Local Government Act 1993 and the Environmental Planning and Assessment Act 1979, Lisa Proctor has never been an employee or Councillor of Bogan Shire Council.

3. Description of the Site and Surrounds

The Planning Proposal relates to three parcels of land (the land) in the town centre of Nyngan. The land to be reclassified is:

- Lot 1 DP102113
- Lot 2 DP355559
- Lot 3 DP 945184

The land is currently vacant. A theatre was formerly located on the site but was demolished in 2020 as it was reported to be in a state of dilapidation and posed a safety risk. Asbestos containing materials (ACMs) were used in the construction of the theatre and all known ACMs were removed from the building in 2020 prior to its demolition. A clearance certificate for the removal of asbestos from the building was issued on 7 April 2020.

The land is entirely cleared of vegetation and all structures and is primarily flat, draining to Council's stormwater system along Cobar Street and Tabratong Street. The land has been identified as having site-specific locational advantages for community housing, being in close proximity to the commercial area of Nyngan and therefore providing good access to shops, medical services and civic services such as the library, as well as bus stops which provide services to larger centres such as Dubbo. Most services are available within walking distance of the land, thereby reducing reliance upon private transport.

The land is zoned E1 Local Centre. The planning proposal does not propose to rezone the land as residential accommodation is permitted with consent in the E1 zone.

The location of the land is shown in the figure below:



Figure 1: Location of Subject Land. Source: eplanning Spatial Viewer.

To the south the land adjoins Cobar Street, with the Bogan Shire Council administration building located on the opposite side of Cobar Street. To the west the land adjoins Tabratong Street, with a supermarket located on the opposite side of Tabratong Street. To the east the land adjoins residential development comprising five two-bedroom dwellings managed by a local community housing association, specifically for the purpose of residential accommodation for seniors or people with a disability. To the north the land adjoins Pangee Lane. On the opposite side of Pangee Lane are several commercial and retail buildings, including a bank, gymnasium and cafe. Legal access to the land would be available from Tabratong Street, Cobar Street and Pangee Lane.

4. Public Hearing

The Public Hearing was held at 9am on 18 August at the Bogan Shire Youth and Community Centre. There were twenty-seven attendees.

It commenced with an explanation from the Chair on the public hearing process. The Planning Proposal was also explained to the attendees and the contents of the Planning Proposal were summarised. Questions and comments were invited from the attendees and the following issues and concerns were raised:

Name / Organisation	Issue
C. Cluderay - resident	Supports reclassification to operational land.
M. Burley – Nyngan Community Homes Association (NCHA)	NCHA in support of reclassification to operational land. NCHA has a DA approved for the land for community homes. NCHA aim to build aged pensioner homes but cannot obtain funding until the land is reclassified to operational.
W. Clissold - resident	Supports reclassification to operational land. The land needs some development as it has been sitting vacant for a long time. How long does the process take? There are a lot of residents now looking to downsize into smaller units. The Chair explained that Council is towards the end of a two-year process, with reclassification expected in early 2026 if it is supported.
D. Walsh – Community Hub	Is there a process for changing it back to community land once it becomes operational land? The Chair responded that there is a process to allow that. D. Walsh questioned how beneficial it would be for the wider community to change the classification to operational and what the community may be missing out on by reclassifying the land to operational. The Chair explained what uses may be realised if the land was reclassified to operational.
R. Cleaver - resident	Would like it noted that there has been some community interest in moving the cenotaph to the land and creating a memorial and a park. Thinks that the existing Council building is old and may need replacing and the subject land may be suitable for that.
K. Jordan – Coolabah United Citizens	Supports reclassification as long as it is used for a community benefit like aged housing.
R. Donald – resident	Asked whether the reclassification decision is made by a member of parliament. Suggested that the local member should be informed and involved. The Chair explained the process for getting a resolution of Council and sending the LEP package to DPHI to request the approval of the Governor and for the LEP to be made.
G. Jackson - Councillor	Local aged community needs appropriate aged housing that allows them to downsize. The location of the land is ideal for aged housing as it is next door to existing community housing and close to all amenities that people with reduced access need. Believes large numbers of residents would be in support of the reclassification and the use of the site for aged housing.
V. Boag - Councillor	Enquired about the potential uses that would be available with an operational classification. The Chair explained that typically it is used for Council’s own operations such as depots etc. and can also be dealt with in a less restrictive way.

At the conclusion of questions and comments, the Chair thanked the attendees and provided an explanation of the next steps in the process.

The Public Hearing formally concluded at 9.40am.

5. Discussion

8 Tabratong Street is a vacant parcel of land located in the town centre of Nyngan. There are no records held by Council to indicate why the land was dedicated to Council, however the certificate of title indicates that the land may have been a Crown transfer.

The land has been identified as having site-specific locational advantages for community housing, being in close proximity to the commercial area of Nyngan and therefore providing good access to shops, medical services and civic services such as the library, as well as bus stops which provide services to larger centres such as Dubbo. Most services are available within walking distance of the land, thereby reducing reliance upon private transport.

In 2019 the Nyngan Community Homes Association (NCHA) wrote to Council requesting that support for an application by NCHA, to the NSW government, to provide 5 independent living units for the purpose of community housing on the land.

On 28 November 2019 Council resolved:

1. To provide a letter of support to the Nyngan Community Homes Association to accompany a grant application for funding to construct seniors living units on the land.
2. Should the Nyngan Community Homes grant application be successful, Council will donate the land to the Association.

The resolution was conditional on Nyngan Community Homes being successful with their grant application. They were not successful in that round of funding.

On 11 June 2021 Bogan Shire Council approved a development application for the construction of 5 self-care dwellings for seniors, or people with a disability, on the land (Development Application 10/2021/002/001). The approved dwellings are similar in style and character to the community housing development to the east.

In February 2023 Council received a request from NCHA to transfer the land to the Association as a prerequisite for them to receive funding under the Community Housing Innovation Fund to construct the approved dwellings.

At its ordinary meeting on 23 March 2023 Council resolved to defer a decision on whether to dispose of the land (i.e. donate it to NCHA) until the land was reclassified from community to operational. Council also resolved to submit a planning proposal in accordance with the LG Act section 27(1) to reclassify the land from community to operational.

6. Conclusion and Recommendations

In conclusion, I have considered the issues surrounding the reclassification of 8 Tabratong Street Nyngan (Lot 1 DP 102113, Lot 2 DP 355559, Lot 3 DP 945184) from "community land" to "operational land" including the issues raised at the Public Hearing and my review of relevant Council reports,

strategies and plans. I am of the view that the reclassification of the three lots from 'community' land to 'operational' land is appropriate having regard to the circumstances of the site.

The following recommendations are made:

- a) Council proceed with the reclassification of Lot 1 DP 102113, Lot 2 DP 355559, Lot 3 DP 945184 from 'community' to 'operational' land.
- b) A copy of this report be made available to the public in accordance with Section 47(G)(3) of the Local Government Act 1993.



Lisa Proctor

Director

Bue Sky Planning and Environment Pty Ltd.

15 PRECIS OF CORRESPONDENCE

Nil

16 MEETING CLOSURE