

SITE CONDITIONS, SITE WORKS, RETAINING WALLS & FENCES

1. Site Conditions

- 1.1 The Buyer agrees that at the Buyers cost and prior to construction of a structure on the Property it is to be individually assessed by a structural engineer and a footing detail issued specifically for the site.
- 1.2 The Buyer acknowledges that they should consult their builder or contractor to determine if additional site works are required and the associated costs.

2. Site Works

- 2.1 The Buyer acknowledges that the Seller will not provide any retaining walls in addition to those constructed or under construction by the Seller at the time of Settlement.
- 2.2 The Buyer acknowledges that the Property may require additional site works to accommodate a residence and agrees with the Seller that these additional costs will be at the Buyer's expense and to consult their builder or contractor to determine site levels, additional retaining walls (if necessary), and associated costs.
- 2.3 The Buyer agrees that stormwater disposal will be directed at least 3 metres away from building areas to minimise risk of localised settlement.
- 2.4 The Buyer acknowledges that it is the responsibility of the Buyer to ensure that the structural design of the buildings and associated structures including retaining walls and swimming pools is suitable for the site conditions applicable to the Property.

3. Retaining Walls & Fences

- 3.1 The Buyer acknowledges and agrees that:
 - 3.1.1 there may exist retaining walls and/or fences within the boundaries of the Property;
 - 3.1.2 retaining walls will be contained wholly inside the higher lot;
 - 3.1.3 the Seller and/or the Seller's Agent does not guarantee that any retaining walls or fences constructed or to be constructed are or will be exactly positioned on the boundaries of the Property;
 - 3.1.4 any fencing that is constructed upon the retaining walls (if any) will be constructed on the top of the retaining wall projected for the entire length of the boundary and may not be exactly positioned on the boundaries of the Property.
- 3.2 The Buyer agrees to obtain independent advice from a certified Structural Engineer before:
 - 3.2.1 any variation to the lot or retaining wall levels;
 - 3.2.2 the construction of a swimming pool in any proximity to a retaining wall; and
 - 3.2.3 installation of boundary fencing;
 - 3.2.4 the positioning and securing of a fence to an existing retaining wall.
- 3.3 The Buyer agrees with the Seller that boundary fences will only be installed by a reputable builder or fencing contractor in accordance with the certified Structural Engineer's specification.