Development Services

LL04

TRIM Reference: _____

POINT MOORE PURCHASER ACKNOWLEDGMENT

Point Moore comprises 174 residential properties located on Crown Reserve 25459 in West End. The land is owned by the State of Western Australia and is managed by the City of Greater Geraldton under Management Order E383992 for the purposes of recreation and leasing of cottages.

Residents of Point Moore do not hold freehold title to the land. Instead, they occupy the properties under leasehold tenure, which grants the right to reside on the land for a defined period as specified in individual lease agreements.

Purchaser(s) are strongly encouraged to obtain a copy of the lease agreement and seek independent advice to understand their rights and obligations under the lease. The City has provided a summary of key terms and conditions below for reference.

This *Point Moore Purchaser Acknowledgment Form* must be submitted to the City of Greater Geraldton along with a copy of the Contract of Sale. Its purpose is to confirm that the purchaser(s) has been made aware of, understands and accepts, the key terms and conditions of the Crown Lease applicable to the sale and transfer of leasehold properties at Point Moore.

ENVIRONMENTAL AND COASTAL RISKS

The property is located in a coastal zone that is vulnerable to erosion, flooding, and rising sea levels, which may affect its future use and safety.

Under State Government guidelines, no new development is permitted on the land due to these risks.

The purchaser(s) also acknowledge that the City of Greater Geraldton will not grant any extension or further term beyond the current lease expiry date of **30 June 2039.**

The purchaser(s) confirm they have obtained copies of the relevant environmental and effluent management reports available from the City's website and understands that septic compliance certificates must be provided to the City every two years.

RESTRICTIONS ON USE

The property may only be used for its permitted purpose as a residential beach cottage and must comply with all planning and health laws. Commercial uses are not permitted under the Management Order.

Occupation is restricted to the lessee and their immediate family, and the property cannot be rented, hired, or let to others without prior written approval from the City and the Minister for Lands.

Use of the properties as commercial Short Term Rental Accommodation (STRA) is not permitted under the Management Order.

Breach of these restrictions, particularly the owner-occupier requirement, is an essential term of the lease and may result in immediate termination without compensation.

TERMINATION RIGHTS

The lease can be terminated by the Minister for Lands at any time with six months' written notice.

The City may also terminate the lease with six months' notice if there is an immediate public health risk, significant coastal erosion or inundation hazards, or failure of the onsite effluent system that cannot be rectified.

No compensation is payable to the lessee in any of these circumstances.

LEASE FEE AND DEMOLITION LEVY

The current annual lease fee is $3,682.00 payable in advance on 1 July each year.

This amount is subject to Consumer Price Index (CPI) reviews every three years with the next review scheduled for 1 July 2027.

If the lessee is eligible for a rebate under the *Rates and Charges (Rebates and Deferments) Act 1992*, the lease fee may be reduced otherwise, the full amount applies.

In addition, an annual Demolition Levy of $250 is payable in advance. This levy is non-refundable and will be used by the City to remove all improvements from the site upon termination of the lease.

PURCHASER DECLARATION

The purchaser(s) acknowledge that they:

a) have read and understood the key terms and conditions of the Crown Lease as outlined in this form;
b) accept these conditions and agree to comply with all obligations under the lease agreement;
c) have obtained and reviewed copies of the relevant environmental and effluent management reports;
d) understand that septic compliance certificates must be provided to the City of Greater Geraldton every two years; and
e) confirm that they have been provided with a copy of the Crown Lease for this property.

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

SUPPORTING DOCUMENTATION

Please ensure all relevant supporting documents are attached to your request.

Contract of Sale ☐ Attached

COMPLETED FORM

If you have any questions about this form, please contact the Land and Leasing team on (08) 9956 6600 or by email at council@cgg.wa.gov.au.

Completed forms must be submitted to the nominated settlement agent who will provide to the City when requesting the preparation of a Deed of Assignment.