



## **Retaining Walls, Fences, Site Works & Site Conditions**

### **1. Retaining Walls & Fences**

1.1 The Buyer acknowledges and agrees that:

- (a) there may exist retaining walls and/or fences within the boundaries of the Property;
- (b) the Buyer has satisfied itself as to the location of the retaining walls or fences and any building restrictions that may result from the positioning of such retaining walls and/or fences;
- (c) 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;
- (d) any fencing that is constructed upon the retaining walls (if any) will be constructed on the centreline of the retaining wall projected for the entire length of the boundary and may not be exactly positioned on the boundaries of the Property; and
- (e) by executing the Contract, acknowledges that it has satisfied itself as to the positioning of the retaining walls and fences (if any) and hereby waives all rights, interest and legal claims it may have against the Seller or the Seller's agents in relation to any land that is part of the Property but separated from the Property due to the positioning of the retaining walls (if any) and consequently the fencing constructed upon the retaining walls.

1.2 The Buyer agrees to obtain independent advice from a certified Structural Engineer before:

- (a) any variation to the lot or retaining wall levels;
- (b) the construction of a swimming pool in any proximity to a retaining wall: and
- (c) installation of boundary fencing.

1.3 The Buyer acknowledges and agrees that for Traditional Lots the retaining walls have been designed to accommodate the load from a single storey home with a 1 metre setback and a double storey home with a 1.5 metre setback.

1.4 The Buyer acknowledges that the installation of 1.8m high metal fencing on top of the limestone retaining walls requires either:

- (a) 600mm x 600mm x 500mm concrete blocks installed to the rear of the walls for each fence post, attached to the wall via dowels, with posts at a spacing no greater than 2.5 metres, and embedded to a depth of at least 600mm in the wall, or
- (b) posts at a spacing no greater than 2.2 metres, central in a limestone block in the third course from the top of the wall, not within 1000mm of a control joint, embedded to a depth of at least 990mm in the wall, and epoxied into place using a non-shrink flowable grout.

1.5 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.

### **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. Site Conditions**

- 3.1 The Buyer acknowledges that preliminary site investigations by Seller geotechnical engineer has indicated that the soil classifications for the lot is likely to be Class 'A' - modified for Western Australian conditions, or Class "A" – not modified for Western Australian conditions. The Buyer also acknowledges that the final soil classifications for the property cannot be determined by the Seller's geotechnical engineer until near the end of construction, after the retaining walls have been constructed and backfilled, and may vary from the preliminary results advised above.
- 3.2 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.
- 3.4 The Buyer acknowledges that they should consult their builder or contractor to determine if additional site works are required and the associated costs.