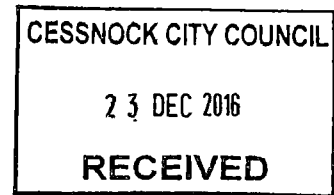
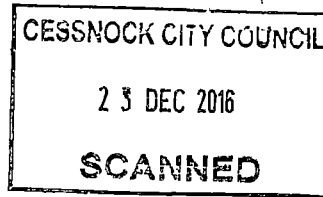


ORIGINAL TO LEGAL DOCS



Clittleigh Urban Precinct Planning Agreement
Deed of Variation

Under clause 25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Cessnock City Council
Winten (No. 23) Pty Limited

22
Date ~~21~~ December 2016

Cliffleigh Urban Precinct Planning Agreement

Deed of Variation

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Cliffleigh Urban Precinct Planning Agreement

Deed of Variation

Party Details Sheet

Council:

Name Cessnock City Council

Address 62-78 Vincent Street, Cessnock, New South Wales

Telephone (02) 4993 4300

Facsimile (02) 4993 2500

Email council@cessnock.nsw.gov.au

Representative The General Manager

Developer:

Name Winten (No 23) Pty Limited

Address Level 10, 61 Lavender Street, Milsons Point

Telephone (02) 9929 5000

Email bsarkis@winten.com.au

Representative William Sarkis

Cliftleigh Urban Precinct Planning Agreement – Deed of Variation

Under clause 25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Parties

Cessnock City Council ABN 60 919 148 928 of 62-78 Vincent Street, Cessnock, New South Wales (**Council**)

and

Winten (No. 23) Pty Limited ACN 096 449 366 of Level 10, 61 Lavender Street, Milsons Point, New South Wales (**Developer**)

Background

- A The Parties are parties to the Planning Agreement
- B Pursuant to clause 23 of the Planning Agreement the Parties agree to amend the Planning Agreement in accordance with this Deed

Operative provisions

Part 1 - Preliminary

1 Interpretation

- (a) In this Deed the following definitions apply

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales and specifically excluding 27, 28, 29, 30 and 31 December

Deed means this Deed and includes any schedules, annexures and appendices to this Deed

Planning Agreement means the document titled '*Deed of Planning Agreement*' entered into between the Parties on 20 August 2008

Party means a party to this Deed

- (b) All other capitalised words used in this Deed have the meanings given to those words in the Planning Agreement

2 Status of this Deed

- (a) This Deed is an amendment to the Planning Agreement within the meaning of clause 25C(3) of the Regulation
- (b) This Deed is not a planning agreement within the meaning of section 93F(1) of the Act

3 Commencement

- (a) This Deed takes effect on the date when the Parties have executed this Deed
- (b) The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party

4 Warranties

The Parties warrant to each other that they

- (a) have full capacity to enter into this Deed, and
- (b) are able to fully comply with their obligations under this Deed

5 Amendment of Planning Agreement

On and from the date this Deed takes effect the Planning Agreement is amended in accordance with the mark-up shown on the copy of the Planning Agreement contained in Appendix 1

6 Costs

The Developer is to pay the Council's costs of preparing, negotiating, executing and stamping this Deed up to a maximum amount of \$10,000 (exclusive of GST) within 15 Business Days of receipt of a valid tax invoice from Council

7 Entire Deed

- (a) This Deed contains everything to which the Parties have agreed in relation to the matters it deals with at the date the Deed is entered into
- (a) No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by Law

8 Governing Law and Jurisdiction

- (a) This Deed is governed by the Law of New South Wales
- (b) The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them

- (c) The Parties are not to object to the exercise of jurisdiction by those courts on any basis

9 No Fetter

Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty

10 Severability

- (a) If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way
- (b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected

11 Explanatory Note

- (a) Appendix 2 contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation
- (a) Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed

Cliftleigh Urban Precinct Planning Agreement – Deed of Variation

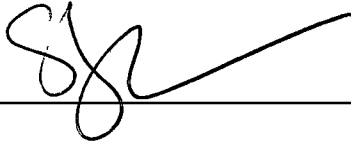
Execution

Executed as a Deed

Dated: ~~24 December 2016~~ 28/12/2016 .

SIGNED BY STEPHEN GLEN, AS DELEGATE AUTHORIZED FOR CESSNOCK CITY COUNCIL IN ACCORDANCE WITH A RESOLUTION OF COUNCIL DATED 3 AUGUST 2016 IN THE PRESENCE OF:

~~The Common Seal of Cessnock City Council was hereunto affixed this day of 2016 pursuant to resolution made on day of 2016~~



General Manager
Stephen Glen
General Manager
Cessnock City Council



Witness
ROSLYN ASHTON
ACTING DIRECTOR
PLANNING & ENVIRONMENT

~~Mayer~~

~~Witness~~

Signed, sealed and delivered by Winten (No. 23) Pty Limited (ACN 096 449 366) in accordance with section 127 of the Corporations Act 2001



Director
David Winten Rothwell

Name



Director/Secretary

WILLIAM ARCHER ROTHWELL

Name

Appendix 1
(Clause 5)

DEED OF PLANNING AGREEMENT

THIS DEED made on 2008

Between

CESSNOCK CITY COUNCIL of 62-78 Vincent Street, Cessnock, New South Wales (**Council**) of the one part

and

WINTEN (NO 23) PTY LIMITED ACN 096 449 366 of Level 10, 61 Lavender Street, Milsons Point, New South Wales (**Developer**) of the other part

Recitals

- A. On 8 August 2005, the Developer made application to the Council for the Instrument Change to carry out the Development on the Land. **The Instrument Change took effect on 14 November 2008.**
- B. The Developer made an offer to the Council to enter into a planning agreement with it to make Development Contributions towards the Public Facilities subject to certain terms and conditions.
- C. These presents represent the offer accepted by the Council.

Operative provisions

1 Planning Agreement under the Act

The Parties agree that this deed is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

2 Definitions and interpretation

- 2.1 In this Agreement the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW)

Bankers Guarantee means an unconditional and irrevocable undertaking issued by a major Australian trading bank in favour of the Council and which does not have an expiry date and is otherwise in form and substance acceptable to the Council, to pay on demand to the Council the Guaranteed Amount.

Cash Contributions means the cash contributions referred to in the definition of Contributions below, details of which are set out in Table 3 of Attachment D and [clause 6.11](#), all of which shall be paid in Australian currency.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Costs, liability, action, proceeding or right of action.

Contributions or Development Contributions means the cash contributions to be provided, the land to be dedicated, and the works to be carried out (including the provision of facilities), to be used for or applied towards a public purpose and the requirements to be satisfied by the Developer pursuant to this agreement as set out in the Contributions Schedule [and other provisions of this Deed](#) and includes all of same to be procured by the Developer.

Contributions Schedule is Attachment D

Costs include costs, charges and expenses, [outgoings, payments, fees and other expenditure of any nature](#), including those incurred in connection with advisers

Dealing, in relation to the Land, means, without limitation, selling, transferring, and assigning, mortgaging, charging, encumbering or otherwise dealing with the Land

Dedicated Land is the land to be dedicated by the Developer to the Council and is [described](#) in **Table 2** of Attachment D.

Defects Liability Period means the period of 1 year commencing on the day [immediately after a work required to be carried out under this Deed is completed for the purposes of this Deed](#).

Department means the Department of Planning and Environment (or such future State Government Department that administers the Act)

Development means [the proposed staged residential subdivision of the Land comprising 977 individual residential lots to be carried out in stages in accordance with any Development Consent granted for the development \(as modified from time to time\)](#).

Development Application has the same meaning as in the Act

Development Consent has the same meaning as in the Act and includes any amendment under section 96 of the Act approved by the Council

Development Contribution means a monetary contribution, the dedication of land at no cost to the Council and/or the provision of any other material public benefit including the provision of Public Facilities, to be used for or applied towards a public purpose

Discretion includes the sovereignty of the Parliament of the State to make any Law; the power of the Executive Government of the State to make any statutory rule; and the exercise of any statutory power or discretion of any Minister of the State, the Council or any other Authority.

Dwelling means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile.

Dwelling house means a building containing one but not more than one dwelling.

Equivalent Lots for each Super Lot are to be ascertained by reference to Attachment H

Gazettal means the making by the Minister administering the Act of an amendment to the Cessnock Local Environmental Plan 1989 in substantially the same form as the Attachment C by notification in the New South Wales Government Gazette

GST has the same meaning as in the GST Law

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST

Guaranteed Amount is the amount **determined in accordance with clause 11.1.3.1 and clause 6.10.**

Instrument Change means the change to the LEP, so that the zoning that **affected** the Land, as shown in the map at Attachment B, **was** changed to the zoning shown in Attachment C hereto

Land means the whole of the lands described in Attachment A

LEP means the Cessnock Local Environmental Plan 1989 **(as subsequently amended or replaced).**

Lot means an allotment capable of development for the purpose of the erection of a dwelling, but not open space or infrastructure

LPI means Land and Property Information New South Wales

New Law means a Law that is amended, varied or changed or a new Law either of which comes into force on or after the date of this Agreement

Non-Cash Contributions means Contributions other than Cash Contributions

Party means a Party to this Agreement, including their successors and assigns.

Plan of Subdivision means **each** Plan of Subdivision to create one or more lots comprising part of the Land representing each stage in the subdivision of the Land in accordance with the Development Consent to issue by the Council in respect to the Development Application

Public Facilities are those facilities to be provided by the Developer to the Council as described in Table 1 of Attachment.

Rectification Notice means a notice in writing:

(a) identifying the nature and extent of a Defect,

(b) specifying the works or actions that are required to Rectify the Defect,

(c) specifying the date by which or the period within which the Defect is to be rectified.

Regulation means the *Environmental Planning and Assessment Regulation 2000*

Residential Lot means an allotment of land that is part of the Land and shown in pink colour on Attachment F

Super Lot means an allotment of land that is part of the Land shown in yellow colour on Attachment F and of which there are seven in number

2.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

(a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement;

-
- (b) A reference in this Agreement to a Business Day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney,
 - (c) If the day on which any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day,
 - (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars,
 - (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision,
 - (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced,
 - (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement,
 - (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency,
 - (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
 - (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders,
 - (k) References to the word 'include' or 'including' are to be construed without limitation,
 - (l) A reference to this Agreement includes the agreement recorded in this Agreement, and

-
- (m) A reference to a Party to this Agreement includes a reference to the servants, agents and contractors of the Party, and the Party's successors and assigns.
 - (n) A reference to a subdivision certificate is a reference to same under the Act.

2.3 In the interpretation of this agreement no rule of construction shall apply to disadvantage one party on the basis that that party put forward the particular covenant, term or provision.

2.4 The Schedules and Attachments form part of this Agreement

3 Application of this Agreement

This Agreement applies to the Land and the Development.

4 Operation of this Agreement

This Agreement operates from the date it is entered into by the Parties. If the Gazettal does not occur within two years of the date of this deed, the obligations of each party to the other pursuant to this Deed are at an end except as may relate to any antecedent breaches of the Deed by either party.

5 The Change to the LEP

As at the date this Agreement was entered into, the environmental planning instrument that applied to the land was the Cessnock Local Environmental Plan 1989 and the zonings that affected the Land under that instrument are shown in the map that is Attachment B hereto. The zonings of the Land proposed to be changed by amending the LEP are shown in the map that is the Attachment C hereto.

6 Development Contributions to be made under this Agreement

6.1 If the Gazettal occurs then the Developer will make the Development Contributions of the nature shown in and to the extent, manner and when promised in the Attachments D and E to this Agreement and as further provided below.

6.2 The Development Contributions to be made by the Developer are the:

- (a) provision of the Public Facilities referred to in Table 1 of Attachment D and more particularly specified in attachment E,

-
- (b) dedication of part of the land to the Council as referred to in Table 2 of Attachment D and the
 - (c) payment of Cash Contributions referred to in Table 3 of Attachment D and clause 6.11.

6.3 The Development Contributions shall be provided at the times referred to in Tables 1, 2 and 3 of Attachment D.

6.4 All Cash Contributions to be paid in accordance with this Agreement including clauses 6.2 (c), 11.7(b) and 27.1(b) hereof are to be adjusted by the Consumer Price Index Sydney All Groups ("CPI"), *except where otherwise indicated by this Agreement*, by utilising the following formula:

Adjusted Cash Contribution = Cash Contributions to be provided in Table 3 of Attachment D x CPI at time of payment divided by CPI at date of Gazettal.

For the purpose of this clause, the CPI at the time of Gazettal will be the last published quarter CPI figures immediately prior to Gazettal; and the CPI at the time of payment will be the last published quarter CPI figures immediately prior to the time the payment is being made. For avoidance of doubt the June 2007 CPI figure is 157.4.

6.5 No monies shall be paid by the Council to the Developer for the performance of the Developer's obligations under this Agreement. The Developer assumes all risk in relation to the provision and the making of the Contributions and in particular, should the cost of works, a facility or land dedication differ from the indicative total value ascribed to the facility or the land dedication in the Contributions Schedule then the Developer is not relieved from the performance of its promise to provide the works, facility or land dedication and must provide same notwithstanding the difference.

6.6 Notwithstanding clause 6.5, in the event that during the term of this Deed the New South Wales Government imposes any type of infrastructure levy or separate developer contributions over and above the Development Contributions to be paid by the Developer to the Council in accordance with this Deed it is agreed the Cash Contributions to be paid by the Developer to the Council shall be reduced by the amount of moneys that have to be paid to the New South Wales Government up to an amount of \$5,038,050 in regard to any infrastructure levy or developer contribution imposed by such government.

6.7 On the dedication or transfer of parts of the Land to the Council under this Agreement, the Developer promises that the Council will have on the vesting of each part of the Land in the Council, an estate in fee simple in possession, freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates and contracts, except firstly as may be permitted by this Planning Agreement, secondly those easements and covenants (restrictive and positive) presently on the title to the Land and shown in the title searches in Attachment G and which cannot be removed, and thirdly any other forms of restrictive covenants, positive covenants or easements required by the Council in regard to the subdivision of the Land.

6.8 On the transfer of a facility to the Council the Developer promises that the Council will be the owner of that facility and any land upon which it stands freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates and contracts, except firstly as may be permitted by this Planning Agreement, secondly those easements and covenants (restrictive and positive) presently on the title to the Land and shown in the title searches in Attachment G and which cannot be removed, and thirdly any other forms of restrictive covenants, positive covenants or easements required by the Council in regard to the subdivision of the Land. However no transfer of a facility having habitable floorspace shall be made to Council unless a final occupation certificate has issued for it under the Act.

6.9 Grant of Licence

(a) The Council grants the Developer and the Developer's invitees a licence to enter and use the Testers Hollow Open Space land referred to in Table 2 of Attachment D following the dedication of that land to Council ("Dedicated Land") in accordance with this Agreement for the purpose of carrying out the Testers Hollow Wetlands Maintenance Works in accordance with Attachment D, and more particularly specified in Attachment E ("Permitted Use").

(b) In respect of the licence granted in clause 6.9(a), the Developer agrees that:

(i) the Developer and the Developer's invitees may use the Dedicated Land to carry out the Permitted Use and for no other purpose;

(ii) upon completion of the Testers Hollow Wetlands Maintenance works (5 years) in accordance with this Agreement and the document titled '*Testers Hollow Wetland and Rehabilitation Area Plan of Management*'

-
- dated 23 September 2016 (as amended) prepared by RPS Australia East Pty Ltd, the licence will expire and the Developer and the Developer's invitees must vacate the Dedicated Land and remove all rubbish and debris and make good any damage to the land; and
- (iii). the Developer enters the Dedicated Land and carries out the Permitted Use as its own risk.

6.10 Security for Testers Hollow Wetlands Maintenance

- (a) The Developer will provide Council with a Bankers Guarantee(s) in the total amount of \$250,000 to secure the performance of its obligation to undertake the Testers Hollow Wetlands Maintenance works in accordance with Annexures D and E of this Agreement (Item 3) and in accordance with the document titled '*Testers Hollow Wetland and Rehabilitation Area Plan of Management*' dated 23 September 2016 (as amended) prepared by RPS Australia East Pty Ltd.
- (b) The Bankers Guarantee referred to in clause 6.10(a) is to be provided to the Council prior to the commencement of the Testers Hollow Wetlands Maintenance works.
- (c) The Council will:
- (i) conduct an annual review of the Developer's compliance with its obligation to undertake the Testers Hollow Wetlands Maintenance works; and
 - (ii) following each review and subject to the Council being satisfied, acting reasonably, that the Developer has complied with its obligations for the year reviewed and is continuing to comply with its obligations:
 - (A) the Developer will be entitled to a reduction of \$50,000 from the total amount of the Bankers Guarantee(s) specified in clause 6.10(a); and
 - (B) the Council will promptly release any applicable Bankers Guarantee(s) to the Developer or accept any replacement Banker Guarantee(s) for the new security amount from the Developer.
- (d) Subject to clause 6.10(e), the Council may call-up and apply the Bankers Guarantee held by the Council under this clause to remedy any alleged non-compliance by the Developer of its obligations under this Agreement in relation to the Testers Hollow Wetlands Maintenance works.

(e) Prior to calling upon a Bankers Guarantee(s) provided under this clause 6.10, the Council must give the Developer not less than 15 Business Days written notice to allow the Developer to remedy any alleged non-compliance with its obligations under this Agreement in relation to the Testers Hollow Wetlands Maintenance works.

(f) Following the Developer's completion of its obligations under this Agreement in relation to the Testers Hollow Wetlands Maintenance works to the satisfaction of the Council, the Council will promptly return the Bankers Guarantee(s) to the Developer.

6.11 Provision relating to Cash Contribution for district of regional open space

(a) Prior to the time for completion of Item 6 of Table 1 to Attachment D, District Recreation Facilities, the Developer is to give to the Council written notice of the cost of construction of the Item, accompanied by supporting written evidence of such costs for Council's approval.

(b) The Developer is to pay Cash Contributions to the Council in an amount equal to \$1,500,000 less the cost of construction of Item 6 of Table 1 to Attachment D approved by the Council.

(c) The Cash Contribution referred to in clause 6.11(b) is to be paid prior to the issuing of the Subdivision Certificate that creates the 331st Residential Lot in the Development.

(d) The Cash Contribution is to be applied by the Council towards the provision or embellishment of regional or district open space.

6.12 Provision relating to District Roads and Bridges

(a) The Parties acknowledge and agree that the Developer has provided monetary contributions and carried out, completed and handed-over works to the Roads and Maritime Services to the value of \$4,560,000.

7 Application of s94 and s94A and s94EF of the Act to the Development

Sections 94 and 94A of the Act do not apply to the Development.

Section 94EF of the Act applies to the Development.

8 Registration of this Agreement

8.1 The Developer agrees to procure that this Agreement is registered on the relevant folios of the Register pertaining to the Land as soon as practicable

following Gazettal in accordance with this clause 8 including obtaining the consent of any mortgagee or other person with an estate or interest in the Land to such Registration To that end the Developer shall deliver to the Council on the date this Agreement is made, all necessary documents in registrable form to enable the Council to lodge those documents at LPI and obtain immediate registration of this agreement on the title to the Land following Gazettal In the event that the documents of title for the Land are not in the possession of the Developer, the Developer will deliver to the Council at the date of this Agreement an irrevocable undertaking in the form of a deed poll by the person having possession of the title deeds to the Land, in favour of the Council, promising in consideration of the Council's entering into this planning agreement with the Developer, to consent to the registration of this agreement on the title to the land, and produce the title documents in relation to the Land when required by the Council and/or LPI to enable registration of this agreement under section 93H of the Act to occur

8 2 The Council agrees that on registration of each Plan of Subdivision within the Development, notation of registration of the Planning Agreement shall be removed at the Developer's cost from each Residential Lot created by such Plan of Subdivision

8 3 Further, if the Developer pays to the Council the Contributions for the Equivalent Lots for any Super Lot contained in such Plan of Subdivision, then the notation of registration shall be removed at the Developer's cost, from the title to that Super Lot

9 Review of this Agreement

This Agreement may be reviewed or modified by the agreement of the Parties using their best endeavours and acting in good faith

10 Dispute Resolution

10 1 If a Party claims that a dispute has arisen under this Agreement ("Claimant"), it must give written notice to the other Party ("Respondent") stating the matters in dispute and designating as its representative a person to negotiate the dispute ("Claim Notice")

10 2 Within 20 Business Days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute

10 3 The nominated representatives must

-
- 10 3 1 meet to discuss the matter in good faith within 10 Business Days after service by the Respondent of notice of its representative, and
- 10 3 2 use reasonable endeavours to settle or resolve the dispute within 15 Business Days after they have met
- 10 4 If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either Party may give to the other a written notice calling for determination of the dispute ("Dispute Notice")
- 10 5 The Parties agree that a dispute shall be mediated if it is the subject of a Dispute Notice, in which case
- 10 5 1 the Parties must agree the terms of reference of the mediation within 5 Business Days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply),
- 10 5 2 the mediator will be agreed between the Parties, or failing agreement within 5 Business Days of receipt of the Dispute Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator,
- 10 5 3 the Mediator appointed pursuant to this Clause 10 5 must
- (a) have reasonable qualifications and practical experience in the area of the dispute, and
- (b) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment,
- 10 5 4 The Mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties,
- 10 5 5 The Parties must within 5 Business Days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation,

10.5.6 The Parties agree to be bound by a mediation settlement being any agreement made by the Parties at such mediation to resolve the dispute and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;

10.5.7 In relation to costs and expenses:

- (a) each Party will bear its own professional and expert costs incurred in connection with the mediation;
- (b) the costs of the mediator will be shared equally by the Parties unless the Mediator determines a Party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that Party.

10.6 If the dispute is not finally resolved in accordance with this Clause 10 either Party is at liberty to litigate the dispute.

10.7 Each Party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

11 Enforcement of this Agreement

11.1 The Developer appoints the Council as the principal certifying authority under the Act for all building work and subdivision work required in relation to the performance of the Developer's obligations pursuant to Attachments D and E.

11.2 The Developer will be the applicant in all applications for subdivision certificates under the Act in respect of the Land.

11.3 A subdivision certificate under the Act will not be issued by the Council unless:

- (a) in the case of subdivision for which a development consent has been granted, the applicant has complied with all conditions of the consent that, by its terms, are required to be complied with before a subdivision certificate may be issued in relation to the plan of subdivision, and
- (b) in the case of subdivision of land to which this Deed applies, all the requirements of the Deed that, by its terms, are required to be complied with before a subdivision certificate is issued in relation to the plan of subdivision have been complied with, and

-
- (c) in the case of subdivision for which a “deferred commencement” consent under section 80 (3) of the Act has been granted, the applicant has satisfied the consent authority concerning all matters as to which the consent authority must be satisfied before the consent can operate, and
 - (d) in the case of subdivision that relates to land within a water supply authority’s area of operations, the applicant has obtained a certificate of compliance from the water supply authority with respect to the subdivision of the land, and
 - (e) in the case of subdivision the subject of an order made by the Court under section 40 of the [Land and Environment Court Act 1979](#) concerning the provision of drainage easements, all such drainage easements have been acquired by the Council as referred to in that section, and
 - (f) in the case of subdivision the subject of a development consent for which the consent authority is required by the regulations to notify any objector:
 - (i) at least 28 days have elapsed since the objector was notified, or
 - (ii) if an appeal has been made by the objector within that time, the appeal has been finally determined.

- 11.4 Without limiting the previous paragraphs, a subdivision certificate will not be issued for a subdivision that involves subdivision work unless:
- (a) the work has been completed, or
 - (b) agreement has been reached between the Developer or the applicant for the certificate and the consent authority:
 - (i) as to the payment by the Developer or the applicant to the consent authority of the cost of carrying out the work, and
 - (ii) as to when the work will be completed by the consent authority, or
 - (c) agreement has been reached between the Developer or the applicant for the certificate and the consent authority:
 - (i) as to the security to be given by the Developer or the applicant to the consent authority with respect to the work to be completed, and
 - (ii) as to when the work will be completed by the Developer or the applicant.

11 5 Clause 11 4 does not prohibit the issue of a subdivision certificate for part only of land that may be subdivided in accordance with a development consent as long as the requirements of that clause have been complied with in relation to that part

11 6 In the above clauses 11 2-11 4 inclusive

applicant means the Developer.

certificate of compliance, in relation to a water supply authority, means a certificate of compliance issued by the water supply authority under the Act under which the water supply authority is constituted

water supply authority means

(a) the Hunter Water Corporation or a water supply authority within the meaning of the Water Management Act 2000, or (b) a council or county council exercising water supply, sewerage or stormwater drainage functions under Division 2 of Part 3 of Chapter 6 of the Local Government Act 1993

11 7 In addition to the foregoing, the Developer promises the Council that the Developer will not take steps or cause or suffer steps to be taken to obtain the issue of any subdivision certificate under the Act until and unless the Developer satisfies the Council that in respect of

(a) the following Non-Cash Contributions formula,

the total value of the Non-Cash Contributions made by the Developer for the benefit of the Council (such value being determined from the Contributions Schedule and not otherwise) must equal to or exceed A, where A is determined by using the following formula

$$A = B \times (C + D)$$

where

A is the total Non-Cash Contributions the Developer is required to make at the time the written request is given by the Developer to the Council for a subdivision certificate under the Act

B is the total of

-
- 1 Residential Lots for which subdivision certificates have issued, and
 - 2 Residential Lots for which the Developer is now seeking a subdivision certificate, and
 - 3 the total of Equivalent Lots determined for each Super Lot included in the application for the subdivision certificate

C is the indicative land dedication contribution per Residential Lot, established by using the Contributions Schedule (i.e. \$2,120,000.00 divided by 977), and

D is the indicative works in kind contribution per Residential Lot, similarly established by using the Contributions Schedule (i.e. \$6,400,000.00 divided by 977, but excluding those amounts which are Cash Contributions in the Contributions Schedule)

And

(b) the following Cash Contributions formula

the total value of the Cash Contributions made by the Developer for the benefit of the Council (such value being determined from the Contributions Schedule and not otherwise) must equal to or exceed A, where A is determined by using the following formula

$$A = B \times C$$

where

A is the total Cash Contributions the Developer is required to make at the time the written request is given by the Developer to the Council for a subdivision certificate under the Act,

B is the total of

- 1 Residential Lots for which subdivision certificates have issued, and
- 2 Residential Lots for which the Developer is now seeking a subdivision certificate, and

3. the total of Equivalent Lots determined for each Super Lot included in the application for the subdivision certificate

C is the indicative cash contribution per Residential Lot being $\$1,797.34$ ($\$1,756,000 \div 977$) (established by using the Contributions Schedule, but including only those amounts which are Cash Contributions in the Contributions Schedule), adjusted in accordance with clause 6.4.

11.8 If the Developer has not provided the Non-Cash Contributions required under the Contributions Schedule, the Developer may tender to the Council and the Council may agree to accept a Bankers Guarantee as security for the performance by the Developer of its obligations relating to the then to be provided Non-Cash Contributions, excluding dedication of land.

11.9 If the Council accepts a Bankers Guarantee under the previous sub-clause, the Council shall hold it until the earlier to occur of:

- (a) the point in time when the Non-Cash Contributions provided by the Developer equal or exceed the quantum of A derived from application of the relevant formula given in this clause 11; and
- (b) the expiry of a period of 50 weeks (or some later date agreed by the parties) following the date shown on the Bankers Guarantee and the Non Cash Contributions provided by the Developer at the end of that period are less than A.

If (a) first occurs the Council shall return the Bankers Guarantee to the Developer, and if (b) first occurs the Council is entitled to call up on the Bankers Guarantee and use the proceeds of that call to satisfy the obligations of the Developer that ought to have been performed by the Developer pursuant to this Agreement and if it be the case, return any unused part of the proceeds to the Developer.

To avoid doubt, if a final Occupation Certificate has not issued in respect of a Contribution that is a facility, this clause can operate, to the intent that the Developer may tender to the Council a Bankers Guarantee as security for the performance by the Developer of its obligations relating to the outstanding Contribution in respect of the provision of the facility.

11.10 This planning agreement may be pleaded in bar to any legal proceedings instituted by or on behalf of the Developer.

-
- 11.11 Notwithstanding anything else contained in this Agreement, the Developer shall not take steps or suffer steps to be taken to obtain the issue of a subdivision certificate under the Act where
- 11.11.1 it has satisfied the Council in respect of the formulae in this clause 11, and
- 11.11.2 it has made Non-Cash Contributions equal to the total indicative value shown against the relevant item in the Contributions Schedule,
- but
- 11.11.3 that item, being a dedication or transfer of land has not vested in Council with the attributes required by clause 6.7, or, being the provision of a facility or works remains uncompleted and relevantly does not have the attributes required by clause 6.8 and final occupation certificate issued under the Act
- unless satisfactory arrangements have been made with the Council to secure the vesting or completion as the case may be.
- 11.12 Notwithstanding anything else contained in this agreement, a Contribution shall be deemed not to have been made unless:
- 11.12.1 where a dedication or transfer of land is required to be made, it has vested in Council and has the attributes required by clause 6.7, and
- 11.12.2 where works are to be carried out that **require the issuing of a final Occupation Certificate**, a final Occupation Certificate has issued in respect of that facility and ownership of that facility and land upon which it stands has vested in Council with the attributes required by clause 6.8, unless a Bankers Guarantee for the relevant unperformed work has been accepted by the Council, and
- 11.12.3 where a work is to be carried out that does not require the issuing of a final Occupation Certificate, when the Council, acting reasonably, gives a written notice to the Developer that the work is completed for the purpose of this Deed,**
- 11.12.4 where a Cash Contribution is required, unless the cheque or electronic funds transfer by which it was paid has been cleared by Council's banker.
- 11.13.1 If the Developer wishes to provide a Bankers Guarantee in respect of any one period when Lots are to be developed as shown in the Contributions Schedule

for an uncompleted facility or works as part of its Non-Cash Contributions, then the Developer shall if required by Council submit to the Council, to assist it to determine the amount of the Bankers Guarantee that it will accept, a written report obtained by the Developer at its cost, from an appropriately qualified practising quantity surveyor who is independent of the Developer and the Council, as to the estimated cost to complete the particular part of the uncompleted facility or works for that period. The Council shall take into consideration that report, if satisfied that the cost expressed in that report is a reasonable estimate, in determining the amount required for the Bankers Guarantee and shall then advise the Developer of the required amount for the Bankers Guarantee accordingly.

- 11.14 The parties agree that the provisions of this clause 11 together with the provisions of Part 6 of the Act as relate to implementation and enforcement provide means for the enforcement of this Agreement in the event of a breach of this Agreement by the Developer.

12 Rectification of defects

- 12.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 12.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 12.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 12.1.

13 Release

- 13.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

14 Indemnity

- 14.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

15 Notices

15.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

15.1.1 Delivered or posted to that Party at its address set out below.

15.1.2 Faxed to that Party at its fax number set out below (where applicable).

15.1.3 Emailed to that Party at its email address set out below.

Council	Cessnock City Council
Attention:	General Manager
Address:	62-78 Vincent Street, CESSNOCK NSW 2325
Fax Number:	4993 2500
Email:	council@cessnock.nsw.gov.au
Developer	Winten (No 23) Pty Limited
Attention:	William Sarkis
Address:	10/61 Lavender Street CAMMERAY NSW 2062
Email:	bsarkis@winten.com.au

15.2 If a Party gives the other Party 3 Business Days' notice of a change of its address, [email address](#) or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, [emailed](#) or faxed to the latest address, [email](#) or fax number.

15.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

15.3.1 If it is delivered, when it is left at the relevant address.

15.3.2 If it is sent by post, 2 Business Days after it is posted.

15.3.3 If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

15.3.4 If it is emailed, at the time the email becomes capable of being retrieved by the addressee at its email address, being the time when the email reaches the addressee's electronic address.

15.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

16 Approvals and consent

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

17 Assignment and Dealings

17.1 The Developer is not to:

17.1.1 sell or transfer the Land, other than a Residential Lot, or

17.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,

to any person unless:

17.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and

17.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and

17.1.5 the Developer is not in breach of this Deed, and

17.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

17.2 Subject to clause 17.3, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 17.1.

17.3 The Developer may sell, transfer, assign or novate or similarly deal with its right, title or interest in the Land (if any) or allow any interest in them to arise or be varied, in each case, without Council's consent only if this Agreement is registered on the relevant folios of the Registrar pertaining to the Land in accordance with clause 8.1, and prior to any such sale, transfer, assignment or novation, the Developer has given Council no less than 10 Business Days' notice in writing of the proposed Dealing.

17.4 Nothing in this clause 17 prevents a transfer of Residential Lots or Super Lots created from the Land by registration of a plan of subdivision at LPI to Purchasers of the same where the Developer at that time has complied with the relevant terms of this Agreement.

18 Costs

The Developer agrees to pay or reimburse the costs of the Council's reasonable legal fees and expenses in connection with the negotiation, preparation and execution of this Agreement.

19 Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

20 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

21 Law and jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them in regard to enforcement

of either Parties rights under this Deed. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

22 Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

23 No fetter

23.1 This Agreement is not intended to operate to fetter, a Discretion in any unlawful manner.

23.2 No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the Parties agree:

23.2.1 They will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;

23.2.2 In the event that clause 23.1 cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provisions to be severed and the remainder of this Agreement has full force and effect; and

23.2.3 To endeavour to satisfy the common objectives of the Parties in relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that is possible having regard to the relevant court judgment.

24 Representations

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

25 Severability

25.1 The Parties acknowledge that under and by virtue of Section 93F(4) of the Act, any provision of this Agreement is not invalid by reason only that there is no connection between the Development and the object of the expenditure of any money required to be paid by that provision.

25.2 The Parties acknowledge that under and by virtue of Section 93F (10) of the Act, any provision of this Agreement is void to the extent to which it requires or allows anything to be done that, when done, would breach:

25.2.1 any provision of the Act; or

25.2.2 the provisions of an Environmental Planning Instrument; or

25.2.3 a Development Consent applying to the relevant land.

25.3 The Parties agree that to the extent permitted by Law, this Agreement prevails to the extent it is inconsistent with any Law.

25.4 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

25.5 If any clause or part of a clause is illegal, enforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

26 Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

27 Waiver

27.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

27.2 A waiver by a Party is only effective if it is in writing.

27.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

28 GST

28.1 As at the date of this Deed pursuant to a New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2008 such determination provides that Developer Contributions and Developer Charges are exempt from GST.

28.2 All amounts stated in this Deed are exclusive of GST.

28.3 If the GST law determines that anytime during the performance by the Developer of its obligations under this Deed that any payment or performance of any of the Development Contributions is a supply by the party making the supply and is liable to pay GST to the Australian Taxation Office then it is agreed that the recipient of the supply must pay an additional amount equal to the GST on that supply subject to the party liable to pay the GST providing the recipient with a GST tax invoice.

29 New Laws

If the Developer is obliged by a New Law to do something or pay an amount which it is already contractually obliged to do or pay under this Agreement then, to the extent only that the relevant obligation is required under both the New Law and this Agreement, compliance with the New Law will constitute compliance with the relevant obligation under this Agreement.

30 Key considerations

The Parties acknowledge that the following matters have been considered by each of them prior to entering into this agreement:

- (a) The public infrastructure that is proposed to be funded by the Development Contributions will be provided within a reasonable time.
- (b) The impact of the proposed Development Contributions on the affordability of the proposed development.
- (c) The proposed Development Contributions are based on a reasonable apportionment between existing demand and new demand for public infrastructure to be created by the proposed development to which to contribution relates.
- (d) The proposed Development Contributions are based on a reasonable estimate of the cost of proposed public infrastructure.

The parties acknowledge that the Contributions provided pursuant to this Agreement will directly serve the needs of the completed Development.

Execution

Executed as a Deed

The Common Seal of Cessnock)
City Council was hereunto affixed)
pursuant to resolution made on)
2008)

General Manager

Mayor

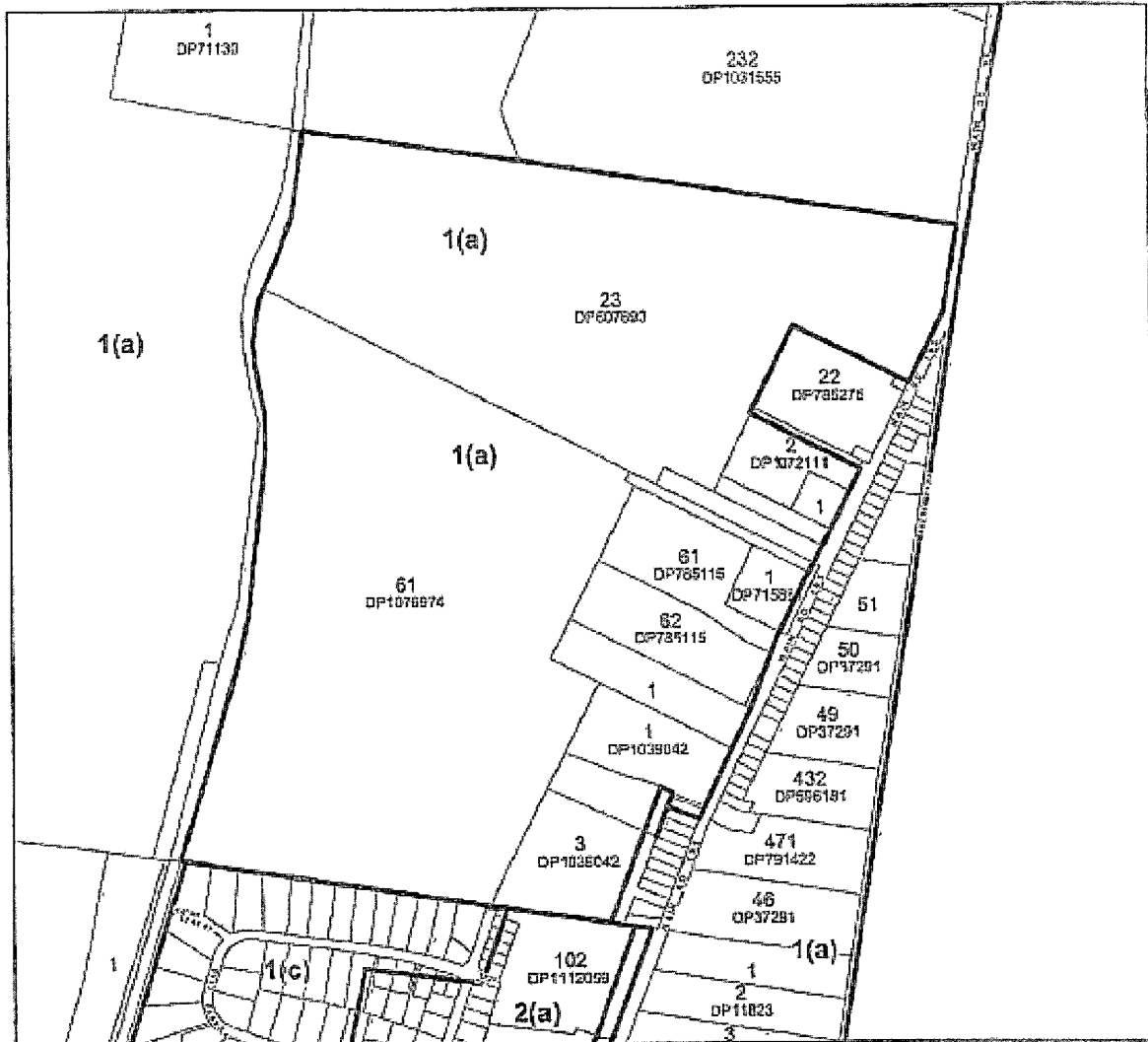
SIGNED SEALED and DELIVERED by)
Winten (No.23) Pty Limited)
ACN: 096 449 366 in accordance with)
section 127 of the Corporations Act 2001)
by a Director and Secretary)
) Director
) Name of Authorised Person
)
) Secretary
) Name of Authorised Person

Attachment A

1 Land

Lot No.	DP	Street
61	1076974	Main Road Cliftleigh
62	1076974	Main Road Cliftleigh
23	607899	Main Road Cliftleigh
61	785115	Main Road Cliftleigh
62	785115	Main Road Cliftleigh
3	1039042	Main Road Cliftleigh
1	1072276	Main Road Cliftleigh
2	1072111	Main Road Cliftleigh
22	607899	Main Road Cliftleigh
1	1039042	Main Road Cliftleigh

Attachment B



**CESSNOCK CITY COUNCIL
LOCAL ENVIRONMENTAL PLAN 1989
CURRENT ZONES FOR CLIFBLEIGH**


SCALE 1: 12,000

Ref: Cliftleigh Current Zones030603

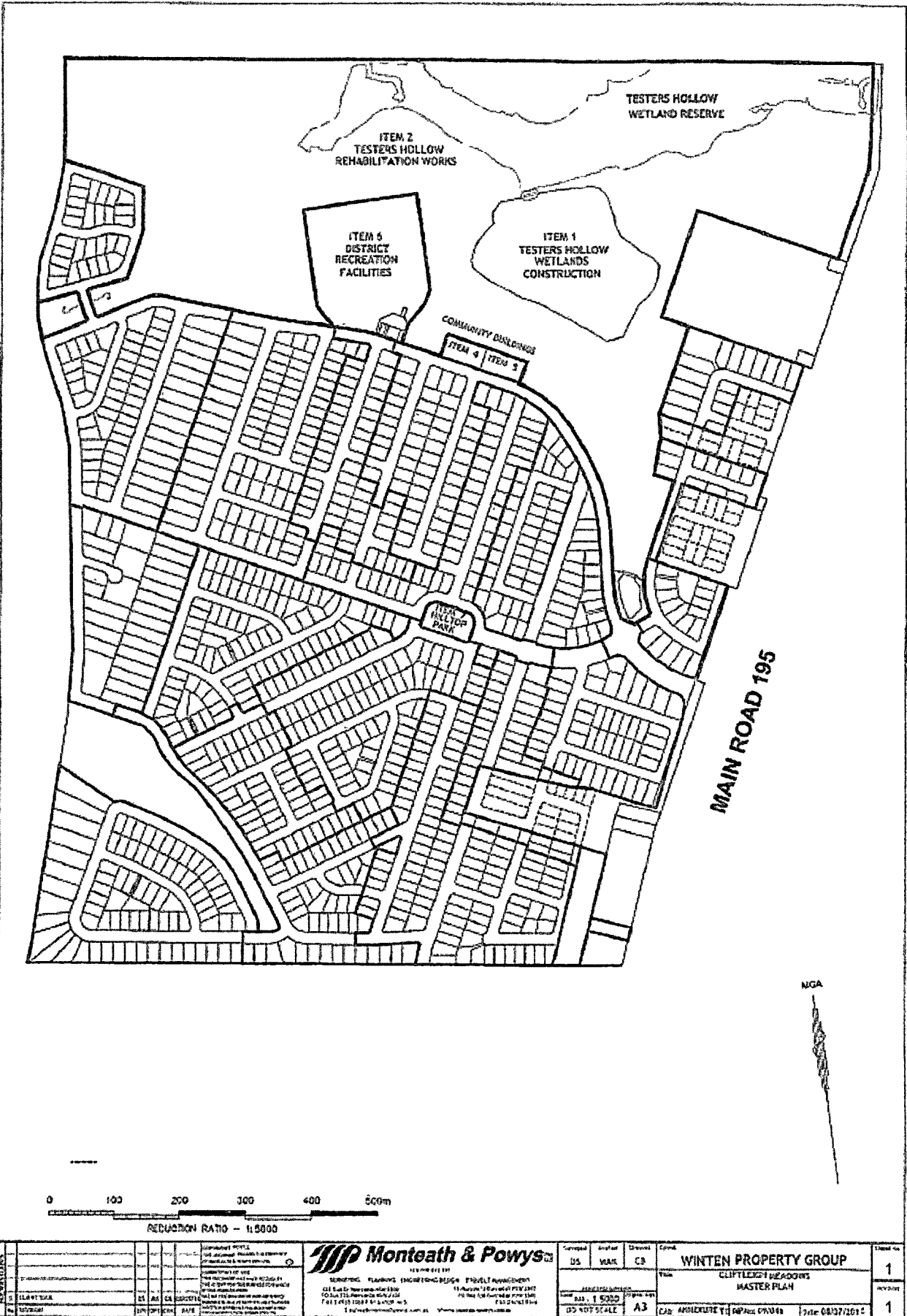
Attachment D - Contributions Schedule

Table 1	Schedule of Public Facilities	Details	Indicative Value	Time for completion
1	Testers Hollow Wetlands Construction	Civil Works and Erosion Control	\$ 1,400,000	Prior to the issuing of the Subdivision Certificate that creates the 331 st Residential Lot in the Development
6	District Recreation Facilities	Embellishment to kick-about space	\$ 1,500,000	Prior to the issuing of the Subdivision Certificate that creates the 331 st Residential Lot in the Development
2	Testers Hollow Wetlands Rehabilitation Works	Planting macrophyte & littoral zones	\$ 700,000	Prior to the issuing of the Subdivision Certificate that creates the 400 th Residential Lot in the Development
7	Local Park Embellishment	Hilltop Park	\$ 300,000	Prior to the issuing of the Subdivision Certificate that creates the 400 th Residential Lot in the Development
3	Testers Hollow Wetlands Maintenance	5 years maintenance as per the Plan of Management dated 23 September 2016 (as amended) prepared by RPS Australia East Pty Ltd.	\$ 250,000	Prior to the issuing of the Subdivision Certificate that creates the 500 th Residential Lot in the Development
4	Neighbourhood Community Centre	Provision of Council approved Community Centre	\$ 650,000	Prior to the issuing of the Subdivision Certificate that creates the 600 th Residential Lot in the Development
5	Neighbourhood Childcare Centre	Provision minimum 30 place facility	\$ 1,600,000	Prior to the issuing of the Subdivision Certificate that creates the 900 th Residential Lot in the Development
		Total Contributions	\$6,400,000	
		Pro-rata contribution	\$6,550.67	

Table 2	Schedule of Land Dedications	Area (sq. metres)	Indicative Value	Time for dedication
10	District Recreation Facilities	22,600 sq.m @ \$8 / sq.m	\$ 180,000	Prior to the issuing of the Subdivision Certificate that creates the 331 st Residential Lot in the Development
8.1	Testers Hollow Open Space	468,400 sq.m @ \$2 / sq.m	\$ 937,000	Prior to the issuing of the Subdivision Certificate that creates the 331 st Residential Lot in the Development
11	Local Park - Hilltop	3,900 sq.m @ \$75 /sq.m	\$ 293,000	Prior to the issuing of the Subdivision Certificate that creates the 400 th Residential Lot in the Development

11.1	Open Space	7,266 sq.m @ \$48.20 / sq.m	\$ 350,000	Prior to the issuing of the Subdivision Certificate that creates the 400 th Residential Lot in the Development
9.1	Neighbourhood Community Centre	1,000 sq.m @ \$180 / sq.m	\$ 180,000	Prior to the issuing of the Subdivision Certificate that creates the 600 th Residential Lot in the Development
9.2	Neighbourhood Child Care Centre	1,000 sq.m @ \$180 / sq.m	\$ 180,000	Prior to the issuing of the Subdivision Certificate that creates the 900 th Residential Lot in the Development
		Total Contributions	\$2,120,000	
		Pro-rata contribution	\$ 2,170	

Table 3	Schedule of Cash Contributions		Time for provision
12	Library Services	\$ 605,000	Pro-rata contribution for each Residential Lot up to 977 Residential Lots to be paid prior to the issuing of the Subdivision Certificate that creates the Residential Lot in the Development
13	Kurri Kurri Aquatic Centre	\$ 189,000	
14	External Cycleway	\$ 150,000	
15	Cycle link to Kurri Kurri	\$ 98,000	
16	Pedestrian Refuges	\$ 41,000	
17	Rationalise Main Road Access	\$ 273,000	
18	Roads/Streetscape/Parking	\$ 400,000	
	Contributions up to 977 residential lots	\$1,756,000	
	Pro-rata contributions up to 977 lots	\$1,797.34	
	Total Proposed VPA Contributions for up to the 977th lot	\$10,276,000	
	Additional Cash Contributions	Contribution for lots in excess of 977 Residential Lots. CPI adjusted. \$3,598 per Residential Lot	To be paid per Residential Lot prior to the issuing of the Subdivision Certificate that creates the Residential Lot in the Development



Attachment E

The following items outline the agreed baseline parameters for the provision of public facilities under Table 1 of Attachment D

Item 1 Testers Hollow Wetlands Construction

The objective of the works to be undertaken in Testers Hollow is primarily to modify the severely disturbed water bodies to provide a viable and sustainable wetlands system to support a variety of wading birds and aquatic life and to isolate this system from the main channel to ensure minimal impact from mine water discharge from adjoining properties

The modified wetland system covers an area of 5.8ha. This wetland basin also forms part of the water quality and water quantity control system for the capture and detention of stormwater flows from the northern catchment of the proposed residential estate.

The total value of works to be undertaken for this wetland basin is \$2.81m - which comprises civil works and erosion control measures, including survey, design and documentation, geotechnical testing and monitoring, clearing, earthworks, trimming, concrete construction, and erosion and sediment control.

The value of works required for water quality and water quantity control as a consequence of the urban development within the catchment is \$0.6m - representing an area of 1.15 ha.

The value of works credited under this VPA is \$1.4m.

Item 2 Testers Hollow Rehabilitation Works

The landscape rehabilitation works for Testers Hollow include a weed removal plan and revegetation program using a combination of seed species, tube stock and mature plants to enable the existing Redgum Forest to be rehabilitated, together with planting within the deepwater zones and littoral zones of the modified wetland system. Natural grasses will be encouraged to provide a thick ground-cover to discourage new weed growth.

The existing Swamp Oak swamp forest along the central northern boundary is to be retained.

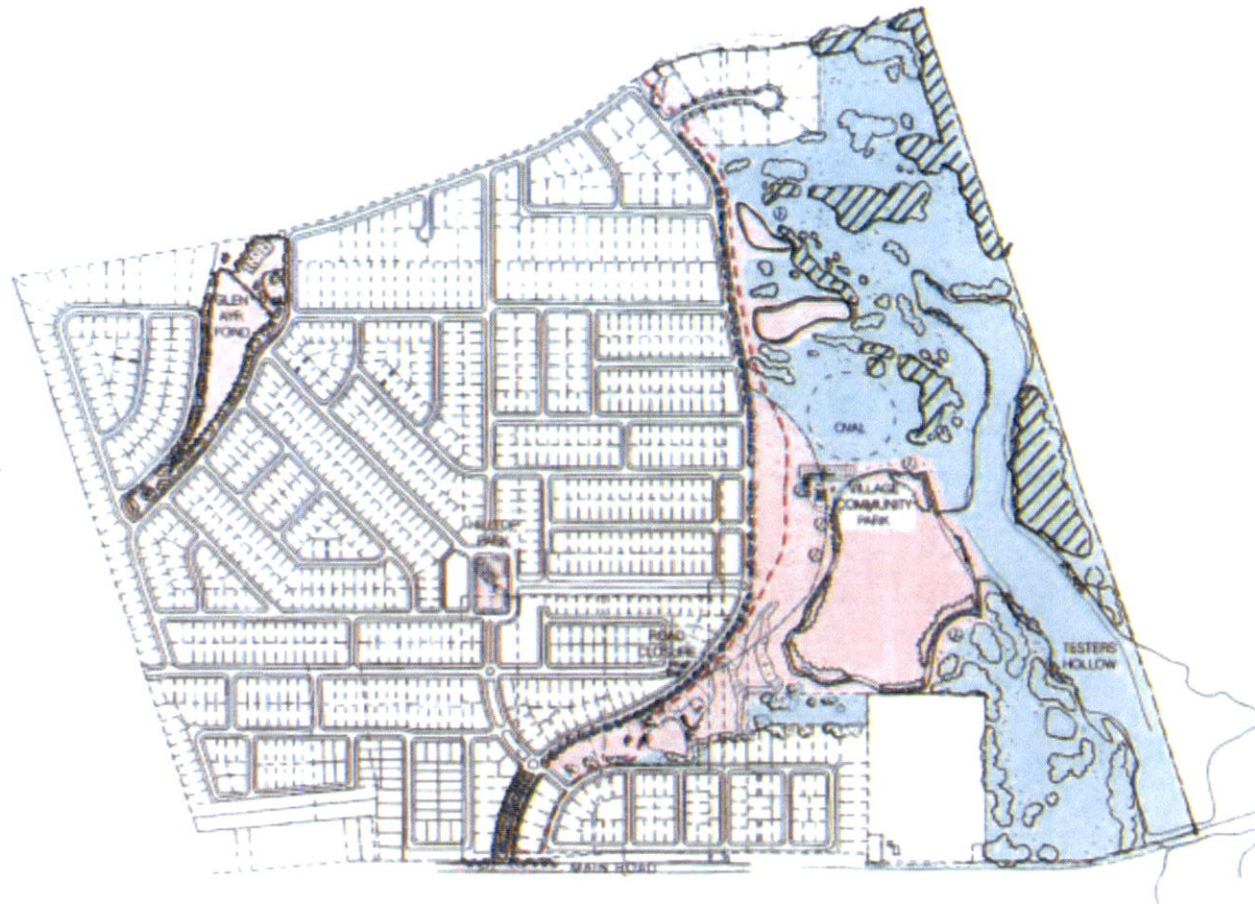
Item 3 Testers Hollow Maintenance

The maintenance program for Testers Hollow will include watering, trimming and weeding to enable planted species to survive and replacement of lost stock as required - mowing and slashing will be avoided to promote natural growth and minimize long-term maintenance costs.

Details of maintenance work are set out in the Plan of Management dated 23 September 2016 (as amended) prepared by RPS Australia East Pty Ltd.

Details are as set out in the annexure and headed:-

Preliminary Landscape Master Plan
Landscape Rehabilitation Plan - Tester's Hollow
Parkland Edge Road



GENERAL LEGEND

INDICATIVE INITIAL WORKS TO BE UNDERTAKEN

FUTURE WORKS

EXISTING VEGETATION

INDICATIVE LOCATION OF CYCLEWAY




Andrews Neil













CLIFBLEIGH

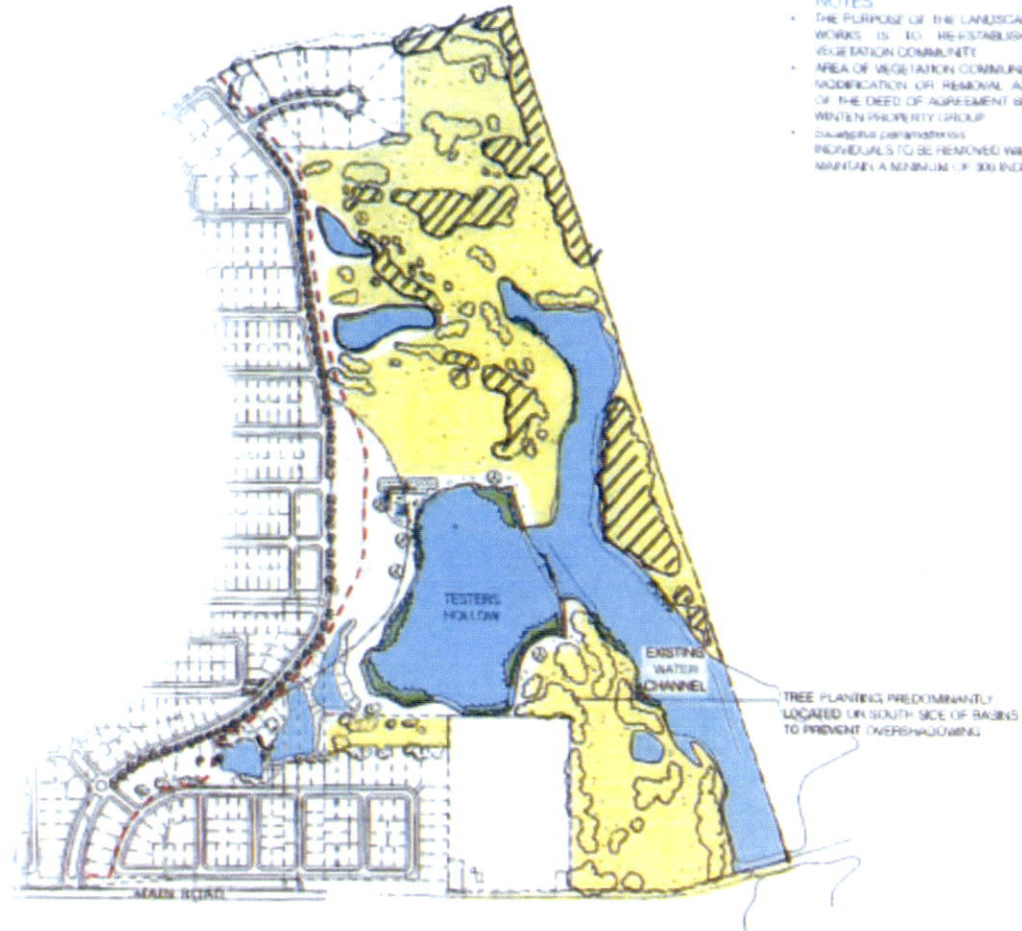
Landscape Masterplan

WINTEN PROPERTY GROUP

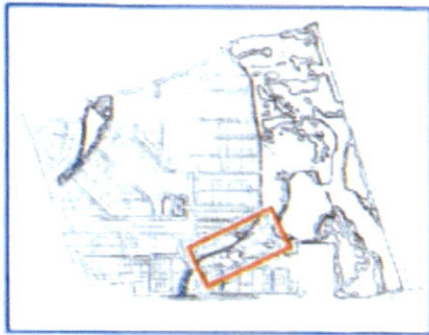
Map 408 0402 001 Rev 4

- LEGEND**
-  EXISTING VEGETATION
 -  INDICATIVE AREA TO BE REHABILITATED
 -  INDICATIVE LOCATION OF CYCLEWAY

INDICATIVE PLANTING SCHEDULE		
	SIZE	DENSITY
MAJOR LANDMARK TREES		
 <i>Ficus macrophylla</i>	400 h	As shown
TREES		
 <i>Angophora costata</i>	600 tube	1 per 50m ²
 <i>Corymbia maculata</i>	600 tube	1 per 50m ²
 <i>Eucalyptus capillaris</i>	600 tube	1 per 50m ²
 <i>Eucalyptus parramattensis</i>	600 tube	1 per 50m ²
 <i>Eucalyptus predecurvata</i>	600 tube	1 per 50m ²
 <i>Allocasuarina nodosa</i>	600 tube	1 per 50m ²
MACROPHYTES		
 <i>Carex acutrostris</i>	600 tube	40m ²
 <i>Gahnia obtusifolia</i>	600 tube	40m ²
 <i>Arundo donax</i>	600 tube	40m ²
 <i>Phyllocladus teretifolius</i>	600 tube	40m ²
 <i>Schlotheimia maculata</i>	600 tube	40m ²



- NOTES**
- THE PURPOSE OF THE LANDSCAPE REHABILITATION WORKS IS TO RE-ESTABLISH THE ORIGINAL VEGETATION COMMUNITY
 - AREA OF VEGETATION COMMUNITIES WILL REQUIRE MODIFICATION OR REMOVAL AS PER THE TERMS OF THE DEED OF AGREEMENT BETWEEN D.E.C AND WINTEN PROPERTY GROUP
 - *Allocasuarina nodosa* INDIVIDUALS TO BE REMOVED WILL BE REPLACED TO MAINTAIN A MINIMUM OF 300 INDIVIDUALS ON SITE



KEY DIAGRAM



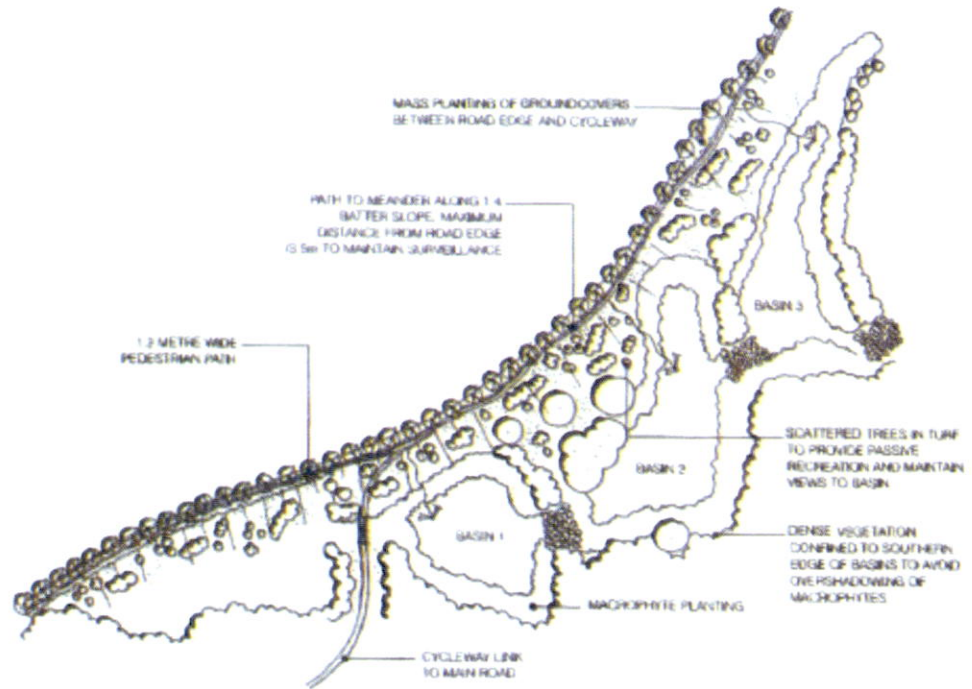
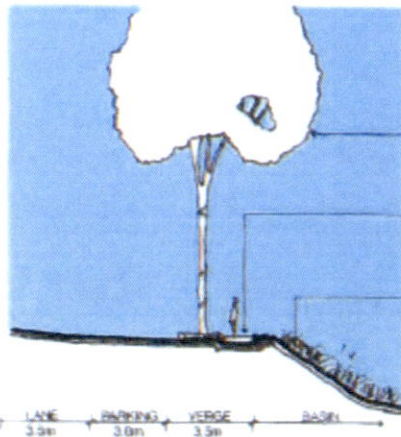
Cascade treatment between ponds.



Parkland Road Edge



Cycleways



Andrews Neil

CLIFBLEIGH

Parkland Edge Road



WINTEN PROPERTY GROUP

Item 4 Neighbourhood Community Centre

The Neighbourhood Community Centre comprises a single storey building of brick and tilt-concrete construction with metal roof and concrete slab foundation - total floor area of 750 square metres - The building to be designed and constructed in accordance with the Building Code of Australia and relevant Australian Standards

This Agreement makes provision for

- 125 thick slab on ground complete including sand bed, membrane, reinforcement
- Concrete footings
- Structural timber, or steel, allowance
- Galvanised corrugated roof sheeting, eaves gutters & down pipes
- 150 thick concrete tilt-up & common brick veneered/timber stud framed/plasterboard lined internally external walls
- Cement render externally to common brickwork
- Face brick columns to verandah
- Aluminium windows & doors
- Commercial grade aluminium entry door
- Solid core external & hollow core internal doors including frame, fittings, hardware & architraves
- Steel framed/plasterboard, or fibrecement, lined internal walls
- 110 thick rendered (both sides) brickwork internal walls to kitchen area
- Toilet/shower partitions including doors
- Carpet/tiled/vinyl floor coverings to kitchen, amenities, offices & foyer areas
- Tiling to amenities walls
- Polyurethane multipurpose sports flooring to basketball court
- Court marking allowance
- Suspended plasterboard ceilings complete to kitchen, amenities, offices & foyer areas
- Supply & installation of kitchen benches, bathroom accessories, mirrors, complex signage, scoreboard, roof supported basketball towers etc
- Paint to plasterboard ceilings/walls, rendered walls & fibre-cement soffit linings
- Electrical works complete (NB Includes lighting)
- Mechanical ventilation to amenities
- 8 No toilets, 5 No showers, 9 No basins, 6 No floor waste outlets & 3 No hot water services supplied & installed
- Landscaping allowance
- Driveways/footpaths allowance
- Infrastructure works (e g Stormwater, sewer, water & electrical external services complete)
- Site supervision etc & builder's margin

Item 5 Neighbourhood Childcare Centre

The Neighbourhood Childcare Centre is to be constructed on land dedicated to the Council

Council's requirements are for a minimum thirty place childcare facility. The design and construction of the centre will be a matter for the developer to obtain the appropriate approvals from Council and other relevant statutory authorities.

The building is to be designed and constructed in accordance with the Building Code of Australia and relevant Australian Standards and statutory requirements.

It shall include -

This Agreement makes provision for

- 125 thick slab on ground complete including sand bed, membrane, reinforcement
- Concrete footings
- Structural timber, or steel, allowance
- Galvanised corrugated roof sheeting, eaves gutters & down pipes
- 150 thick concrete tilt-up & common brick veneered/timber stud framed/plasterboard lined internally external walls
- Cement render externally to common brickwork
- Face brick columns to verandah
- Aluminium windows & doors
- Commercial grade aluminium entry door
- Solid core external & hollow core internal doors including frame, fittings, hardware & architraves
- Steel framed/plasterboard, or fibre-cement, lined internal walls
- 110 thick rendered (both sides) brickwork internal walls to kitchen area
- Toilet/shower partitions including doors
- Carpet/tiled/vinyl floor coverings to kitchen, amenities, offices & foyer areas
- Tiling to amenities walls
- Polyurethane multipurpose sports flooring to basketball court
- Suspended plasterboard ceilings complete to kitchen, amenities, offices & foyer areas
- Supply & installation of kitchen benches, bathroom accessories, mirrors, complex signage
- Paint to plasterboard ceilings/walls, rendered walls & fibre-cement soffit linings
- Electrical works complete (NB Includes lighting)
- Mechanical ventilation to amenities
- Toilets, showers, basins, floor waste outlets & hot water services supplied & installed as required
- Landscaping allowance
- Driveways/footpaths allowance
- Infrastructure works (e.g. Stormwater, sewer, water & electrical external services complete)
- Site supervision etc & builder's margin

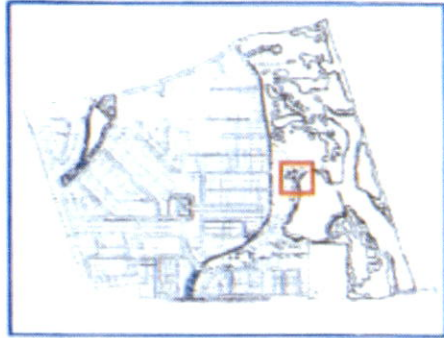
Item 6 District Recreation Facilities

The District Recreation Facilities will comprise works provided by the Developer in the form of an informal "kick-about" space that:

- comprises an area of approximately 150 metres x 135 metres graded to prevent ponding of surface water
- is turfed and has underground irrigation and drainage installed

Item 7 Local Park Embellishment

The 'Hilltop Park' located towards the centre of the residential estate will be embellished to provide a turfed surface with central pathways, feature trees, a paved area with concrete bench seating.



KEY DIAGRAM



Typical edge treatment to pond

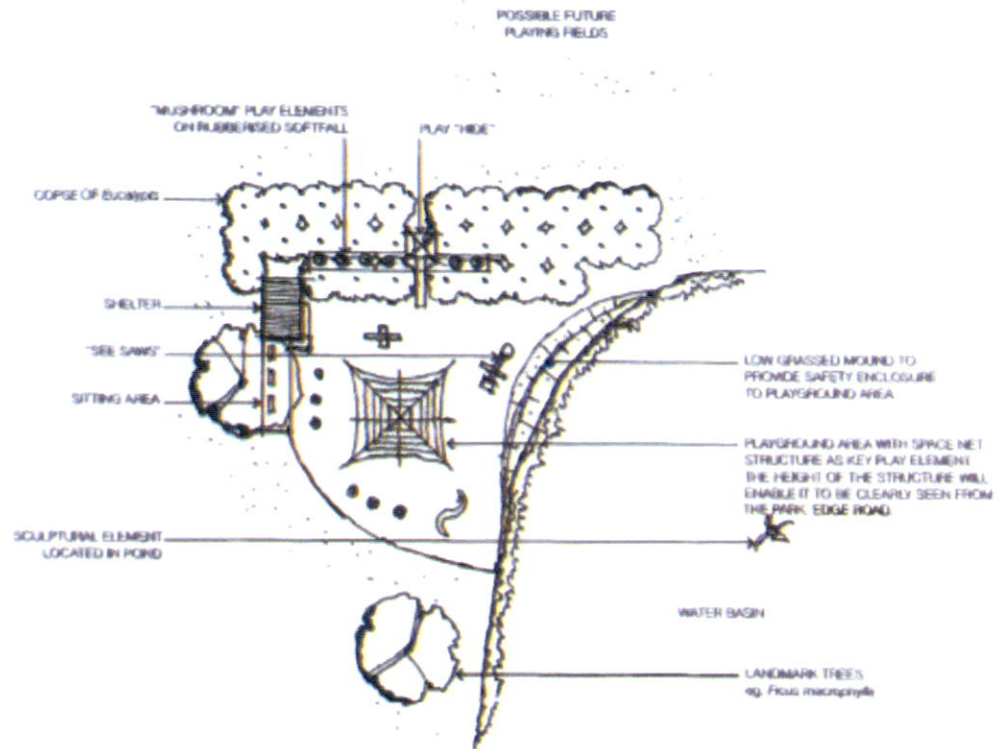
THEME: TO REFLECT THE ECOLOGY AND LANDSCAPE CHARACTER OF TESTERS HOLLOW



Climbing net



Sandstone sculpture as a part of play space



Andrews Neill

CLITTLEIGH

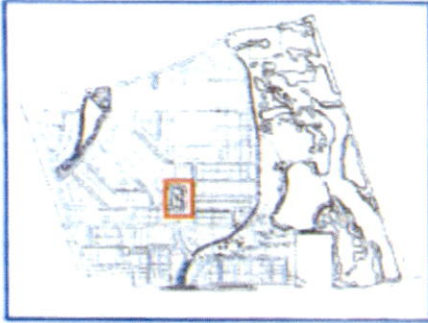
Preliminary Village Centre Local Park



September 07 04633 3/0 Rev D



WINTREN PROPERTY GROUP

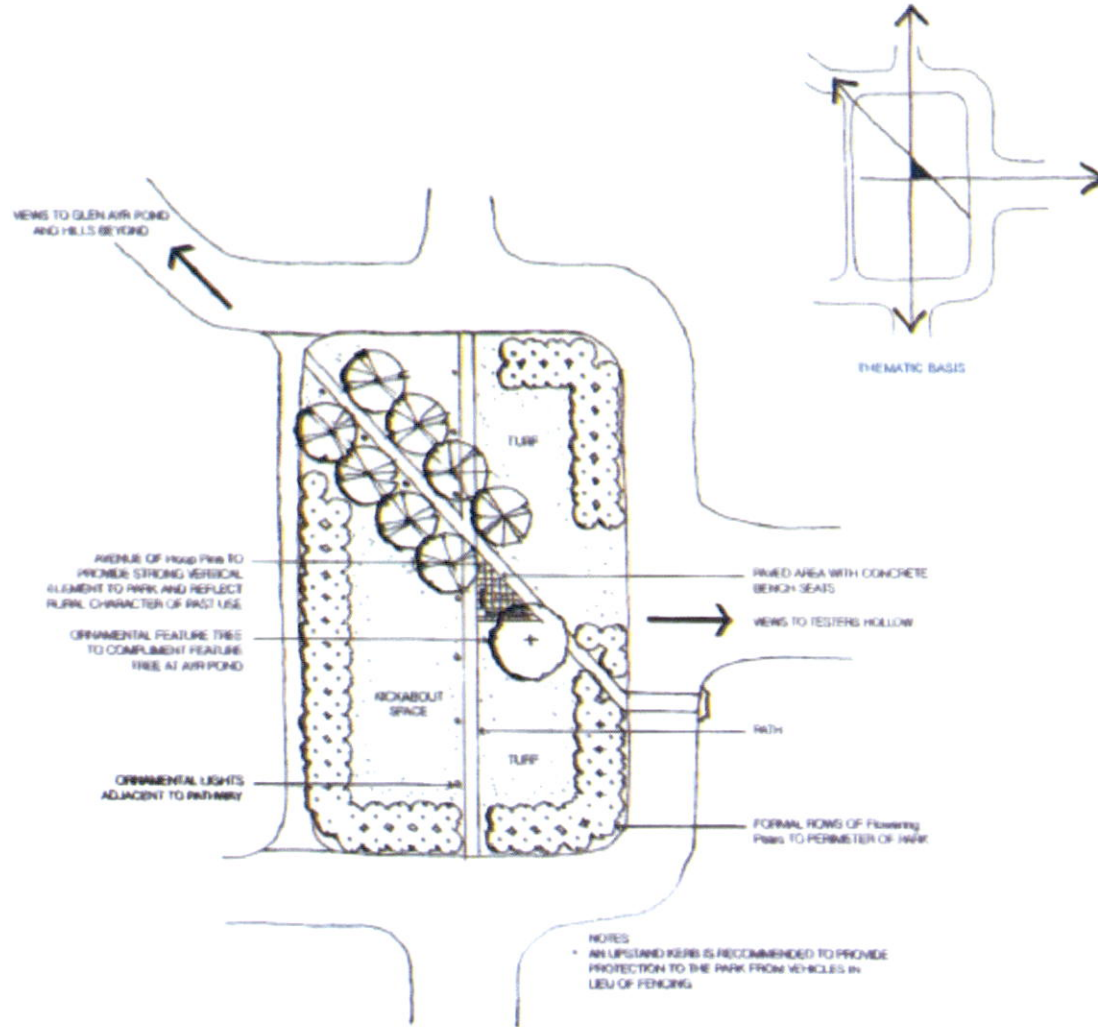


KEY DIAGRAM



Concrete wall

INDICATIVE PLANTING SCHEDULE		
SPECIES	COMMON NAME	SIZE
<i>Ascarota cunninghamiana</i>	Hoop Pine	200 R
<i>Ficus macrophylla</i>	Moreton Bay Fig	400 R
<i>Pyrus calleryana</i> 'Charitree'	Flowering Pear	100 R



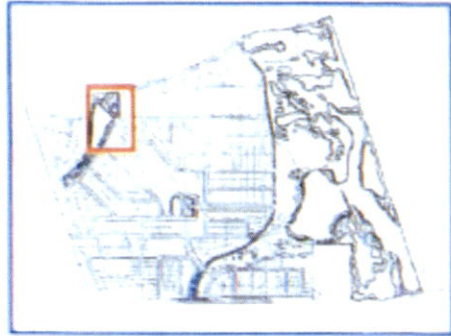
Andrews Neil

CLITTLEIGH

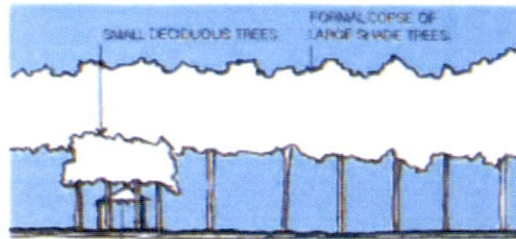
Preliminary Hilltop Local Park



WINTER PROPERTY GROUP



KEY DIAGRAM



PARK SECTION AA



Industrial history of site
INDUSTRIAL LANDSCAPE CHARACTER

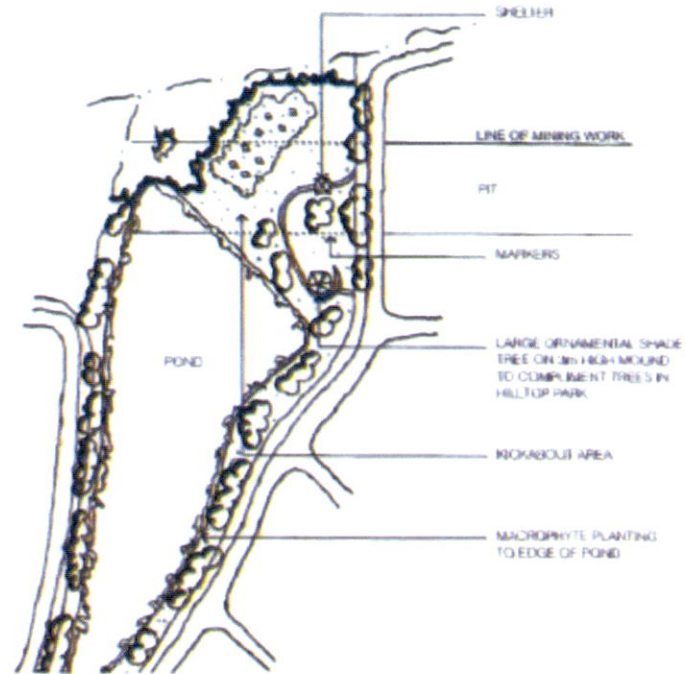


Visual strategy

Andrews Neill

CLIFTLEIGH

Preliminary Glen Ayr Pond



- NOTES
- AN UPSTAND KERB IS RECOMMENDED TO PROVIDE PROTECTION TO THE PARK FROM VEHICLES IN LIEU OF FENCING
 - ADDITIONAL PLANTING OF *Eucalyptus camadulensis* THROUGHOUT RESERVE

THEME: PARKLAND TO REFLECT INDUSTRIAL PAST OF SITE



September 07 04602 SK11 Rev C



WINTER PROPERTY GROUP

PROPOSED SUBDIVISION WINTEN PROPERTY GROUP, CLIFBLEIGH

RESIDENTIAL SUBDIVISION, OFF MAIN ROAD, CLIFBLEIGH

LOTS 61 & 62, DP 1078974, LOTS 22 & 23 DP 607899, LOTS 61 & 62, DP 785115,
LOT 3, DP 1039042, LOT 2, DP 1072111 & LOT 1 DP 1072276.



WINTEN
PROPERTY
GROUP

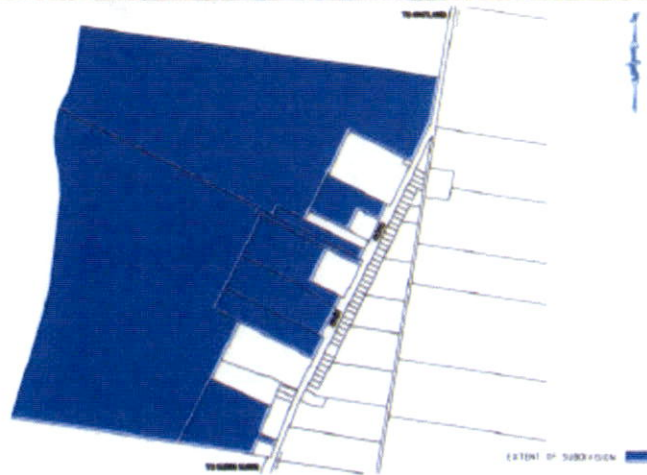
PROJECT 791

PLAN SCHEDULE

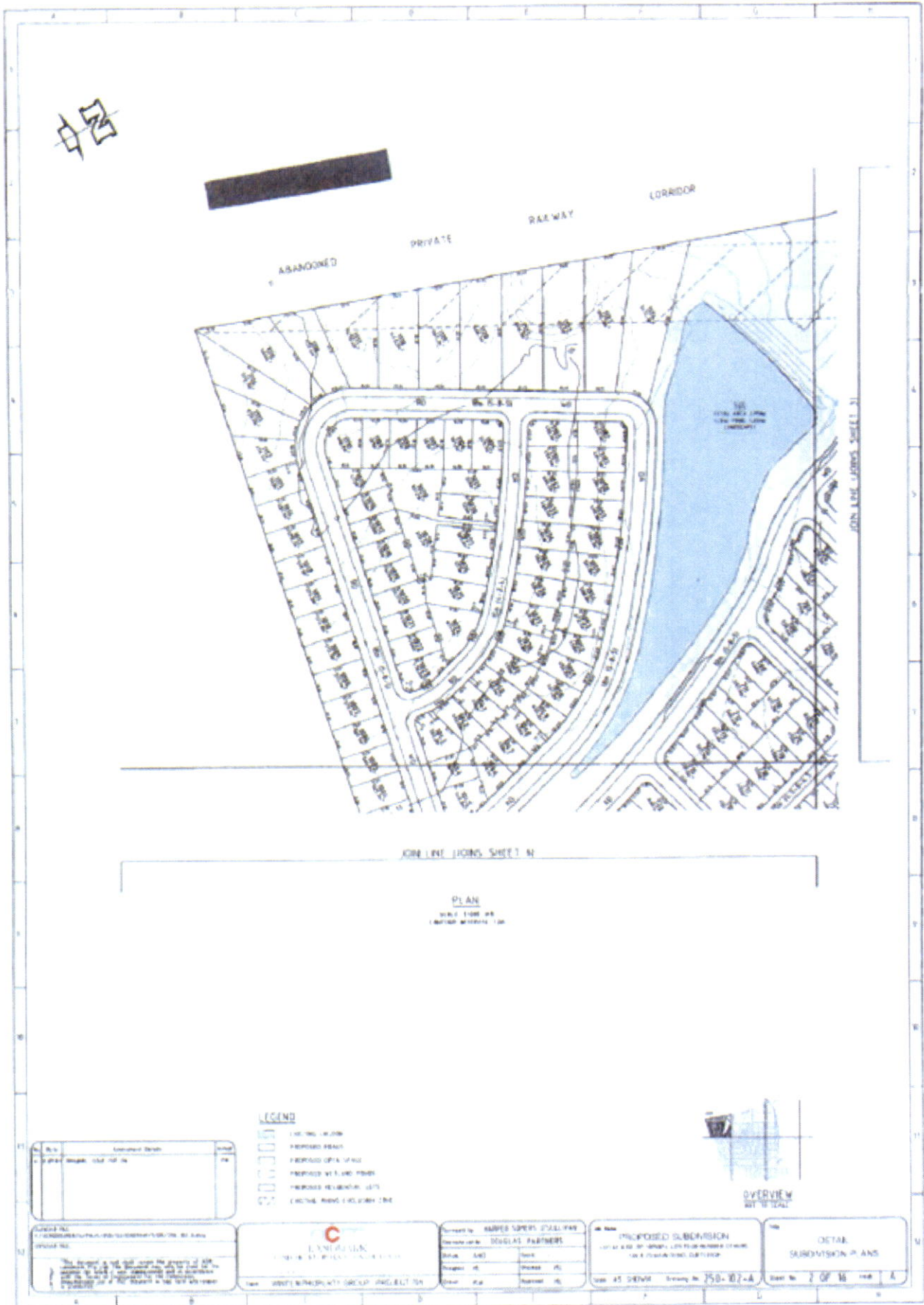
DRAWING No.	TITLE
250-100-A	Cover Sheet
250-101-A	Subdivisional Overview
250-102-A	Detailed Subdivision Plans (8 Sheets)
250-103-A	Subdivisional Staging Plan
250-104-A	Concept Drainage Plan
250-105-A	Concept Signalised Intersection (3 Sheets)
250-106-A	Existing Tree Retention
250-107-A	Road Configuration Plan

NOTES

1. SUBDIVISIONAL ARRANGEMENTS ARE PREPARED FOR DEVELOPMENT APPLICATION PURPOSES. ACCORDINGLY SOME AREAS AND DIMENSIONS MAY VARY UPON FINAL DESIGN.
2. FINAL ARRANGEMENT OF SLEEVING POND AND TERTIARY FLOW POND ARE SUBJECT TO FINAL DESIGN.
3. ROAD MARKING DOES NOT CONSTITUTE A ROAD HIGHWAY OR CONSTRUCTION STAGING.
4. THE DESIGN HAS BEEN PREPARED TO INCORPORATE NATURAL FEATURES AND TREE RETENTION WHERE POSSIBLE.



ATTACHMENT 'F'



NO.	Description	DATE
1	Original Design	1/18
2	As Shown	1/18

- LEGEND**
- EXISTING ROAD
 - PROPOSED ROAD
 - PROPOSED UTILITY LINE
 - PROPOSED WETLAND FEATURE
 - PROPOSED RESIDENTIAL LOTS
 - EXISTING BOUNDARY LINE



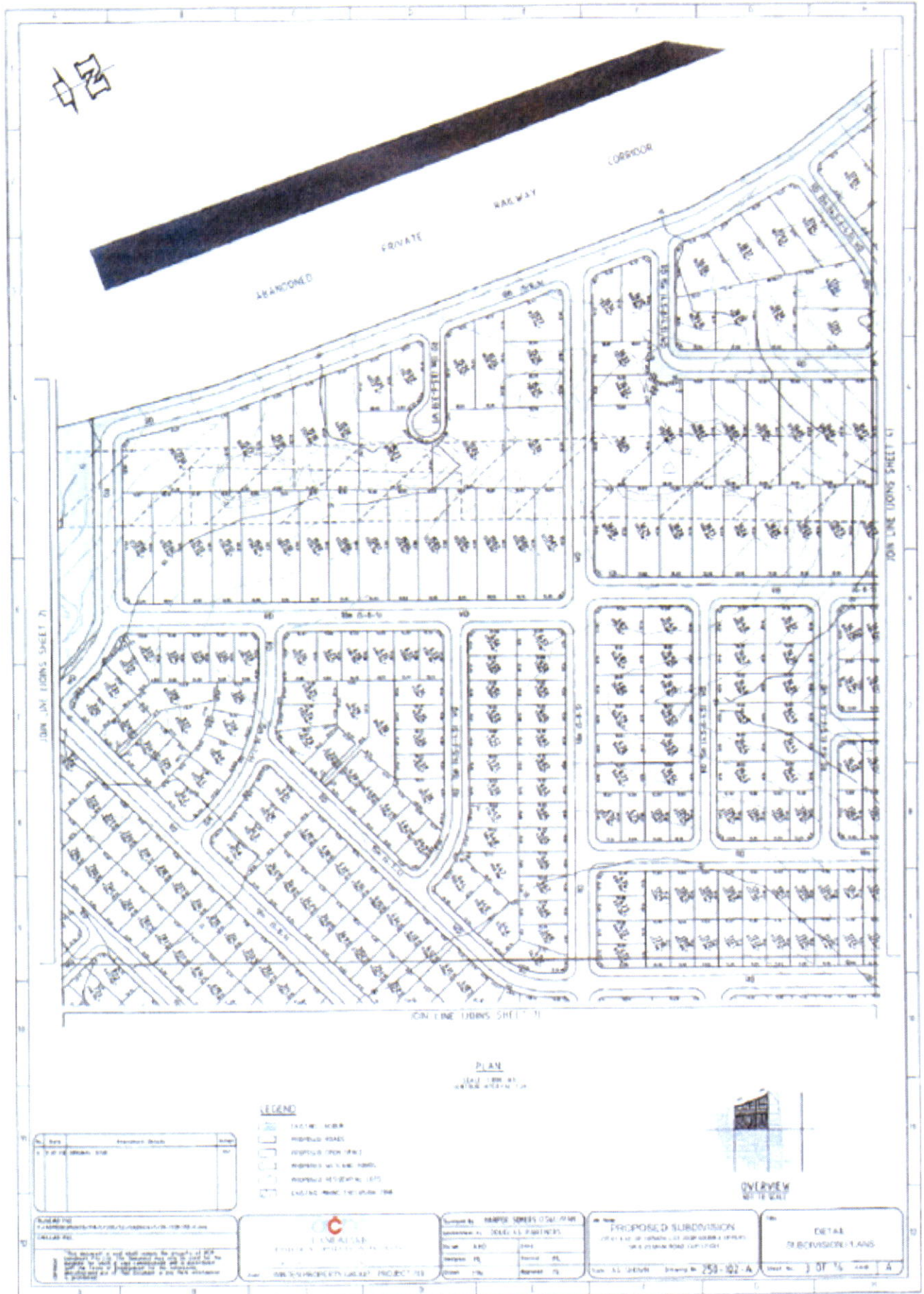
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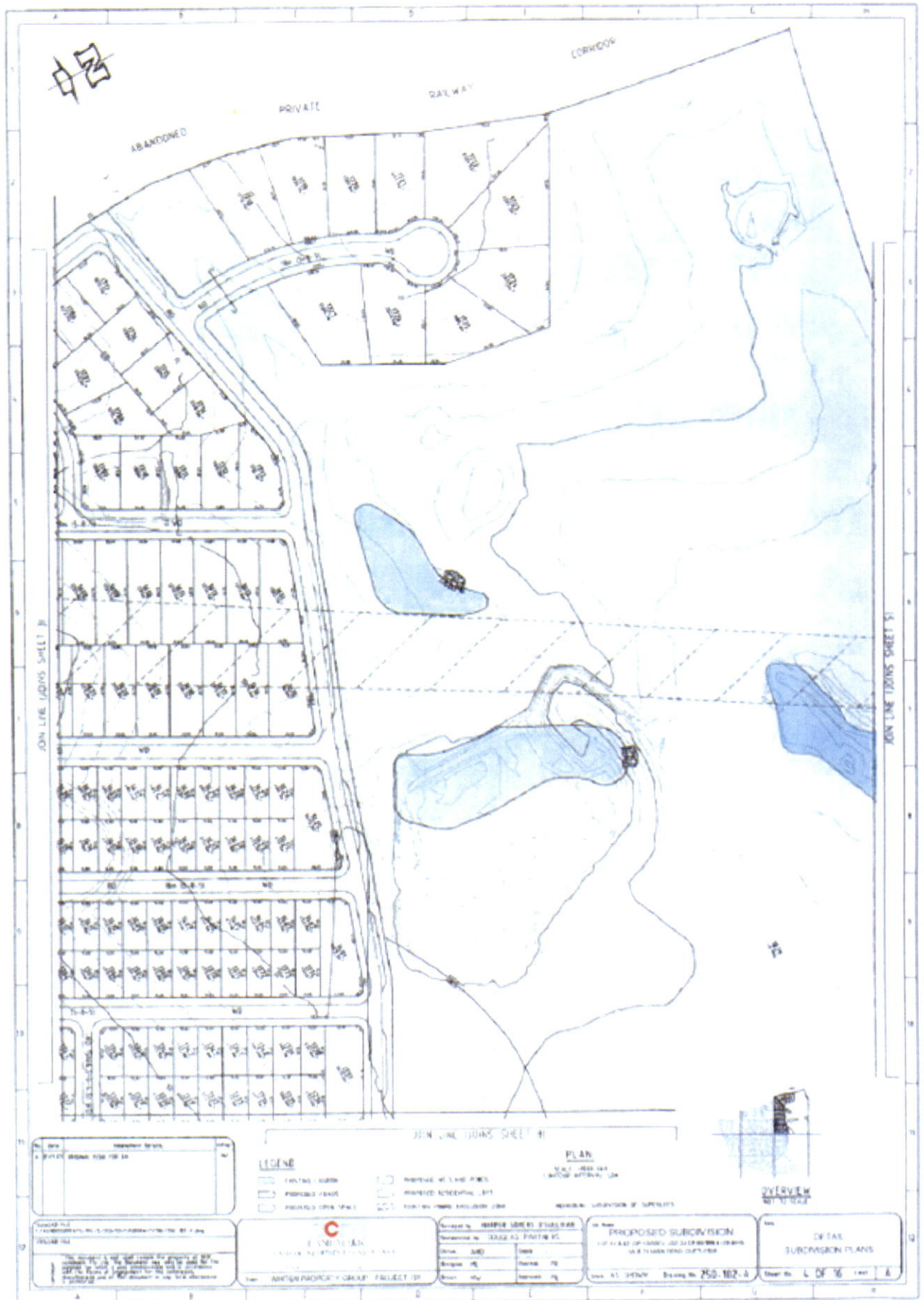
LANDMARK ENGINEERING
 1000 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 Phone: (405) 241-1111
 Fax: (405) 241-1112
 Email: info@landmarkeng.com

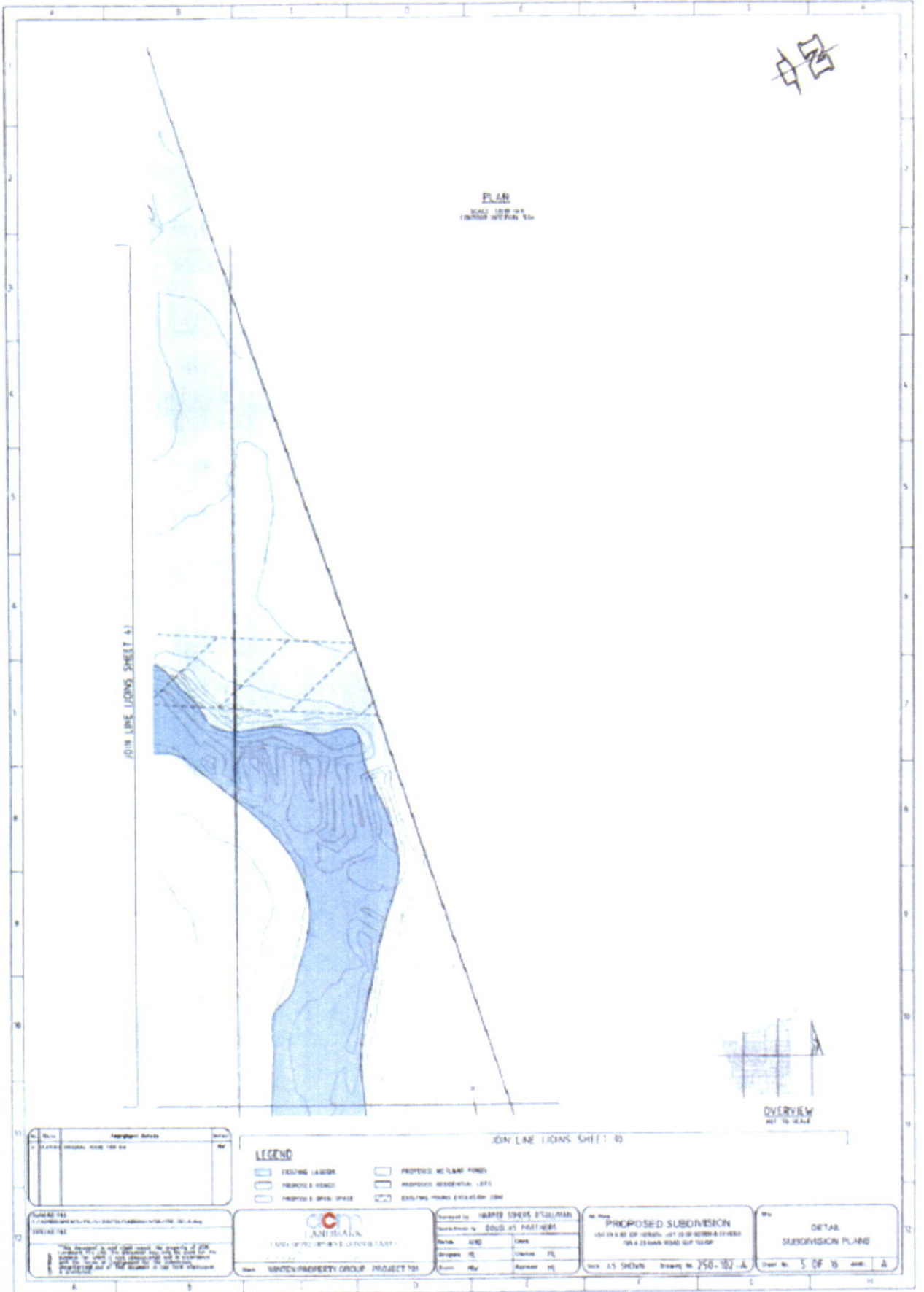
Client:	DAVID SPENCER DEVELOPMENT
Project:	JOHN LEE JONES
Location:	OKLAHOMA
Scale:	AS SHOWN
Author:	JL
Checker:	JL
Printer:	JL

Project Name:	PROPOSED SUBDIVISION
Project No.:	250-02-A
Sheet No.:	2 OF 16
Date:	1/18

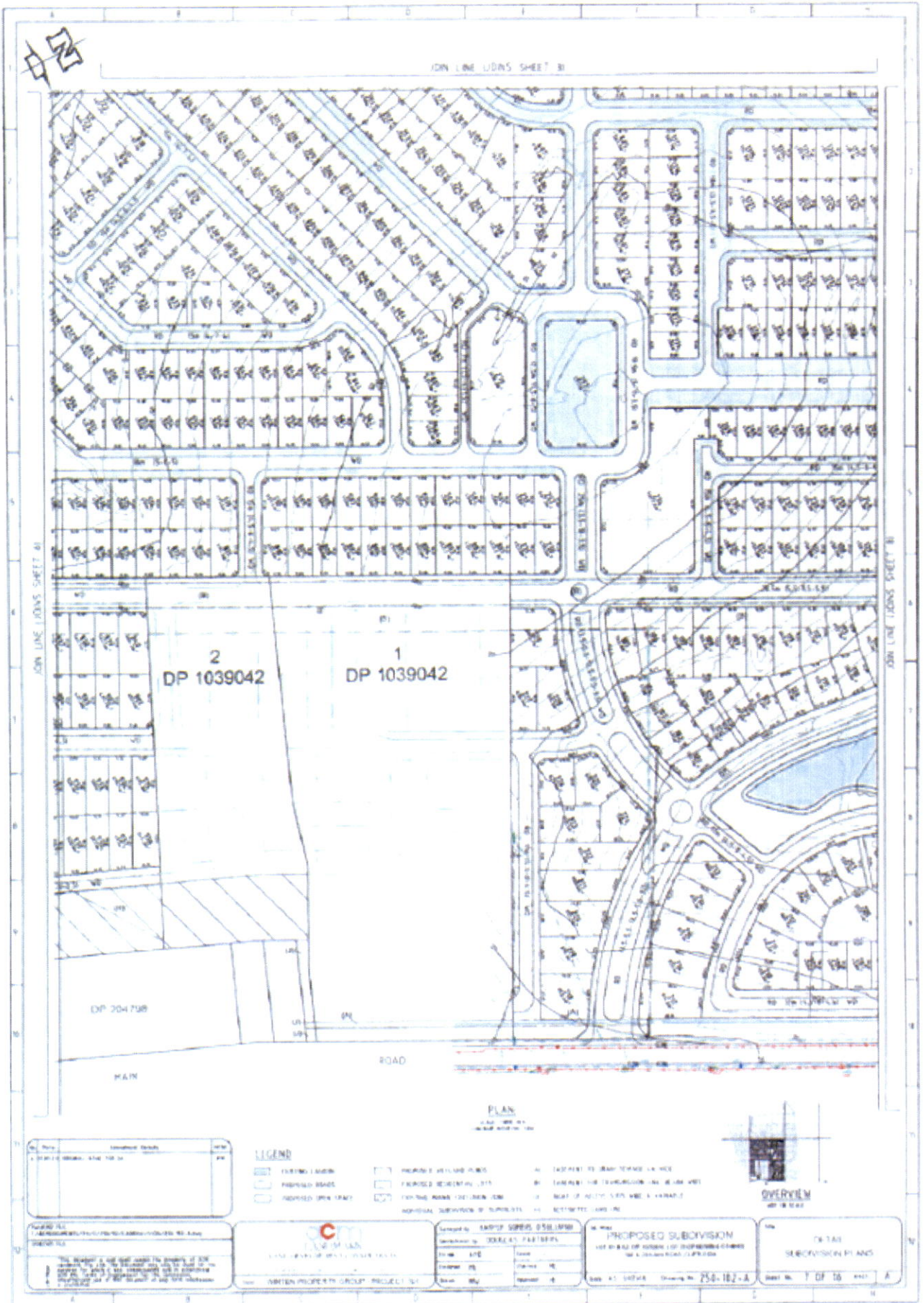
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Project No.:	250-02-A
Sheet No.:	2 OF 16
Date:	1/18

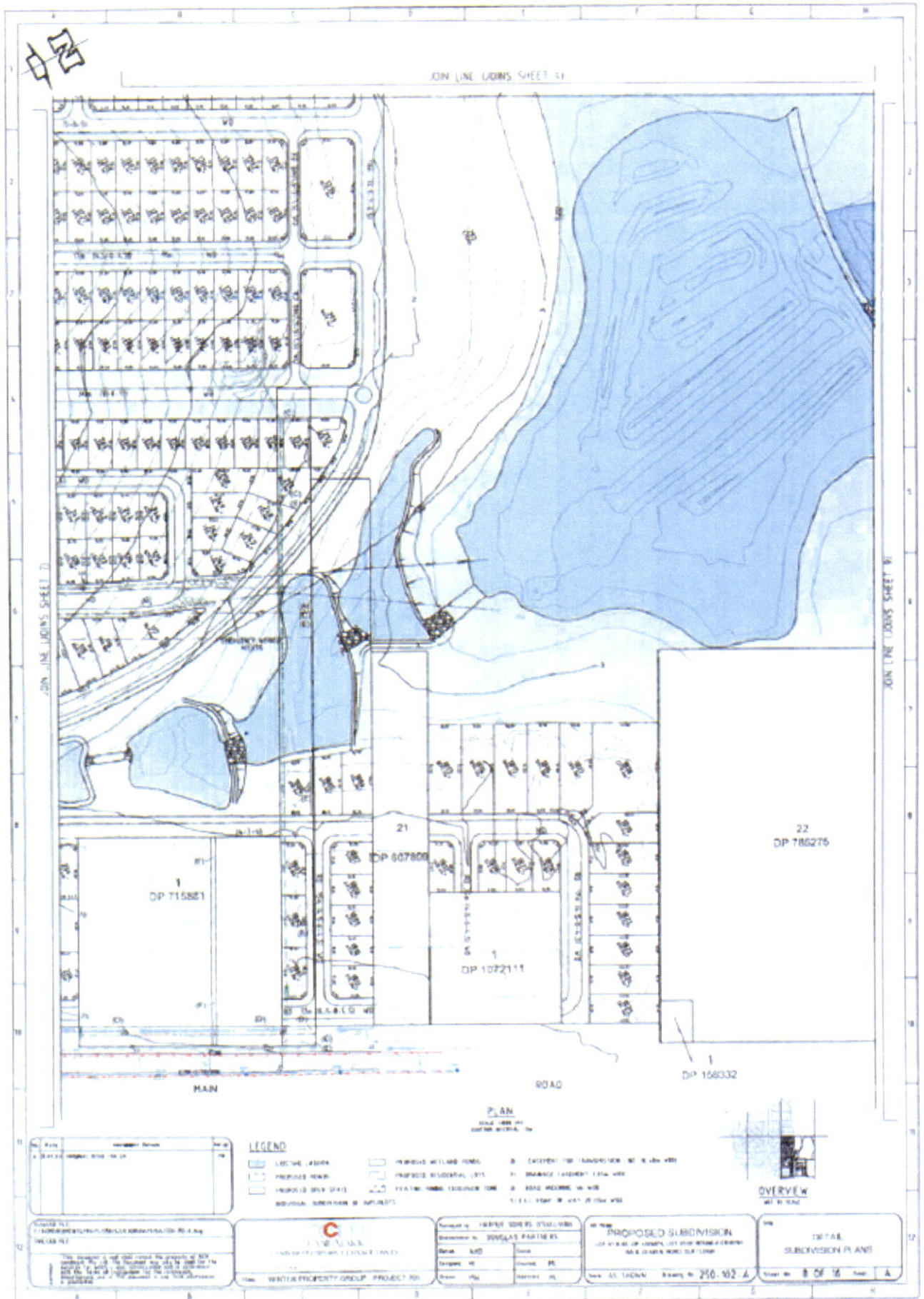


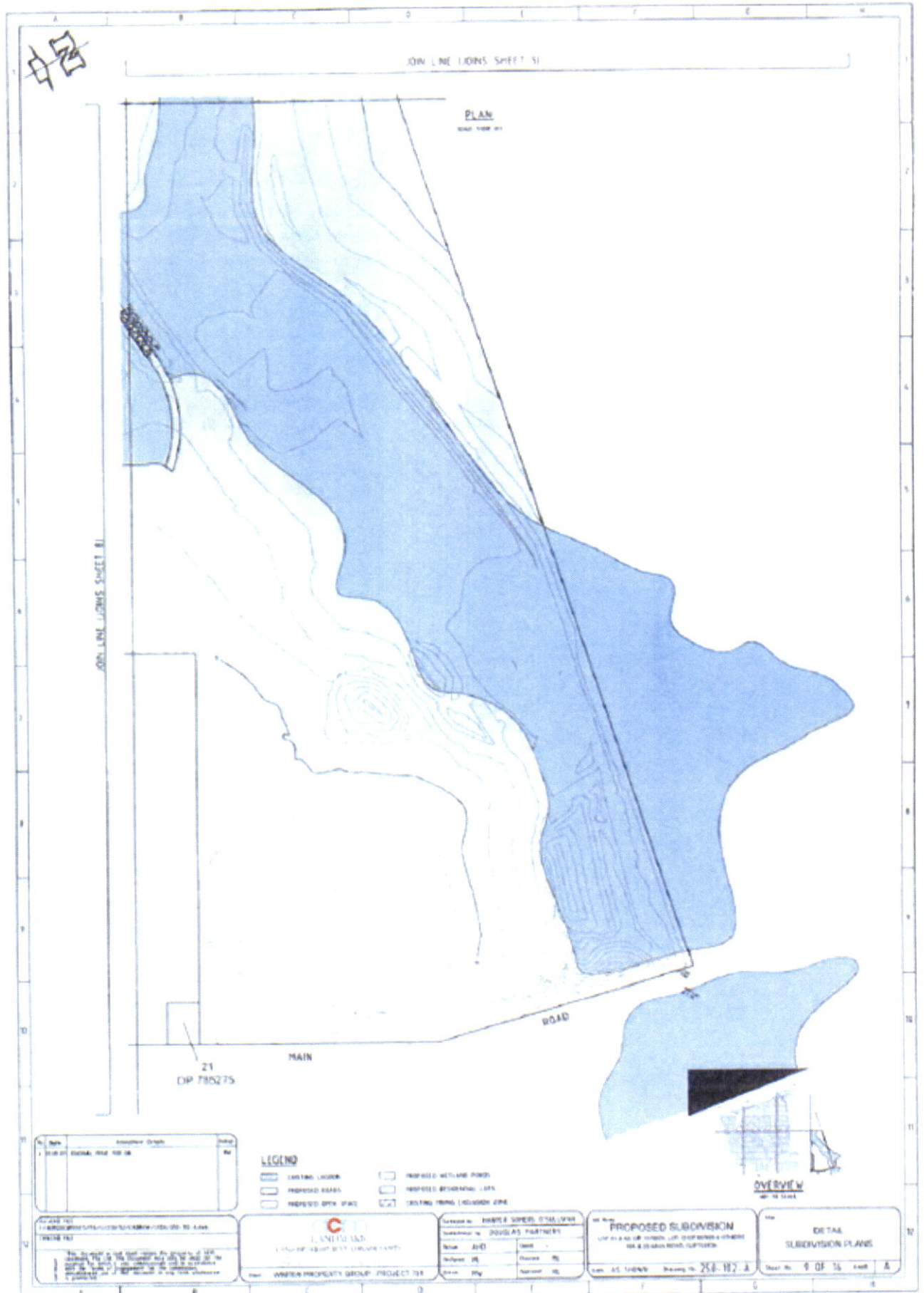


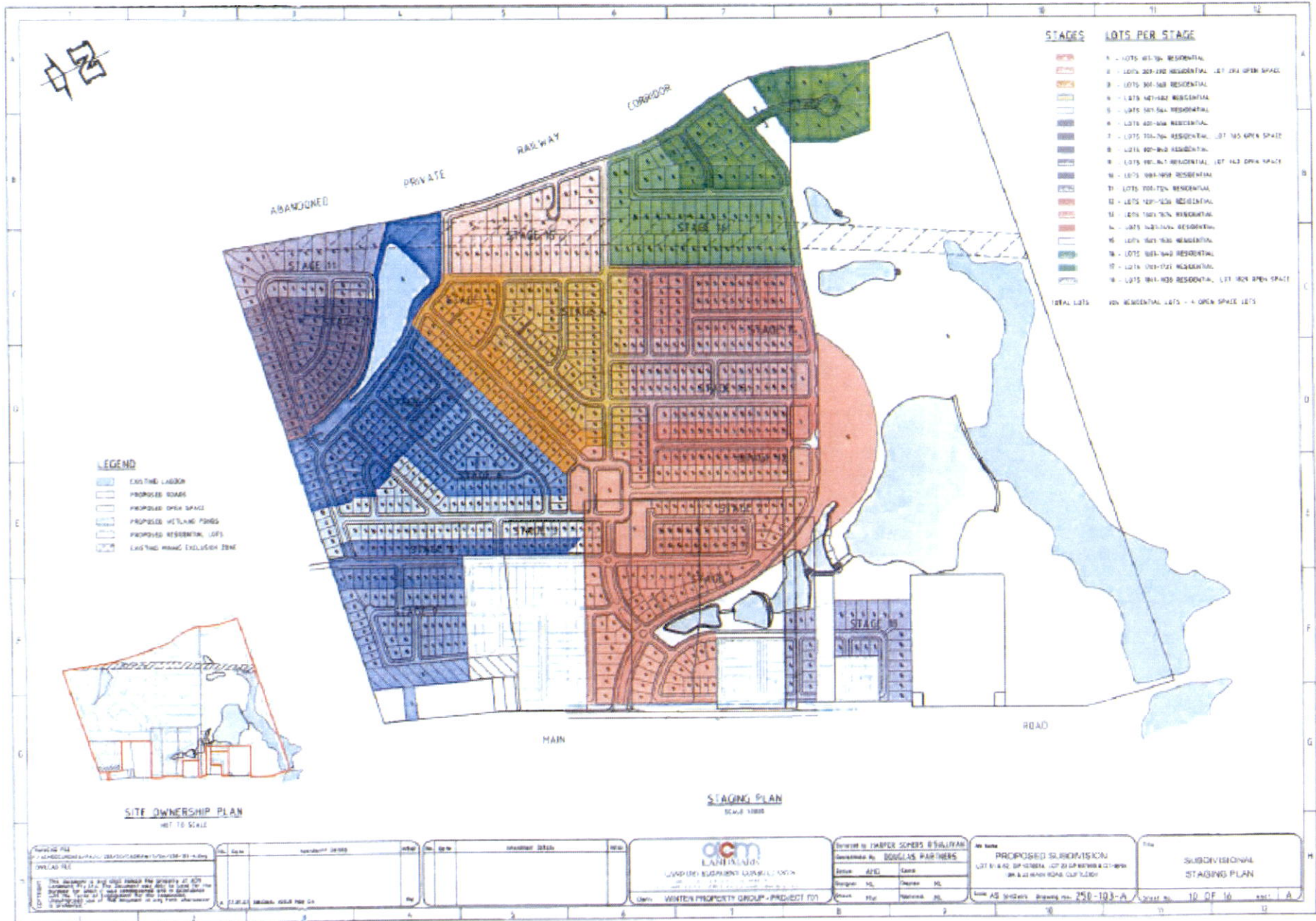


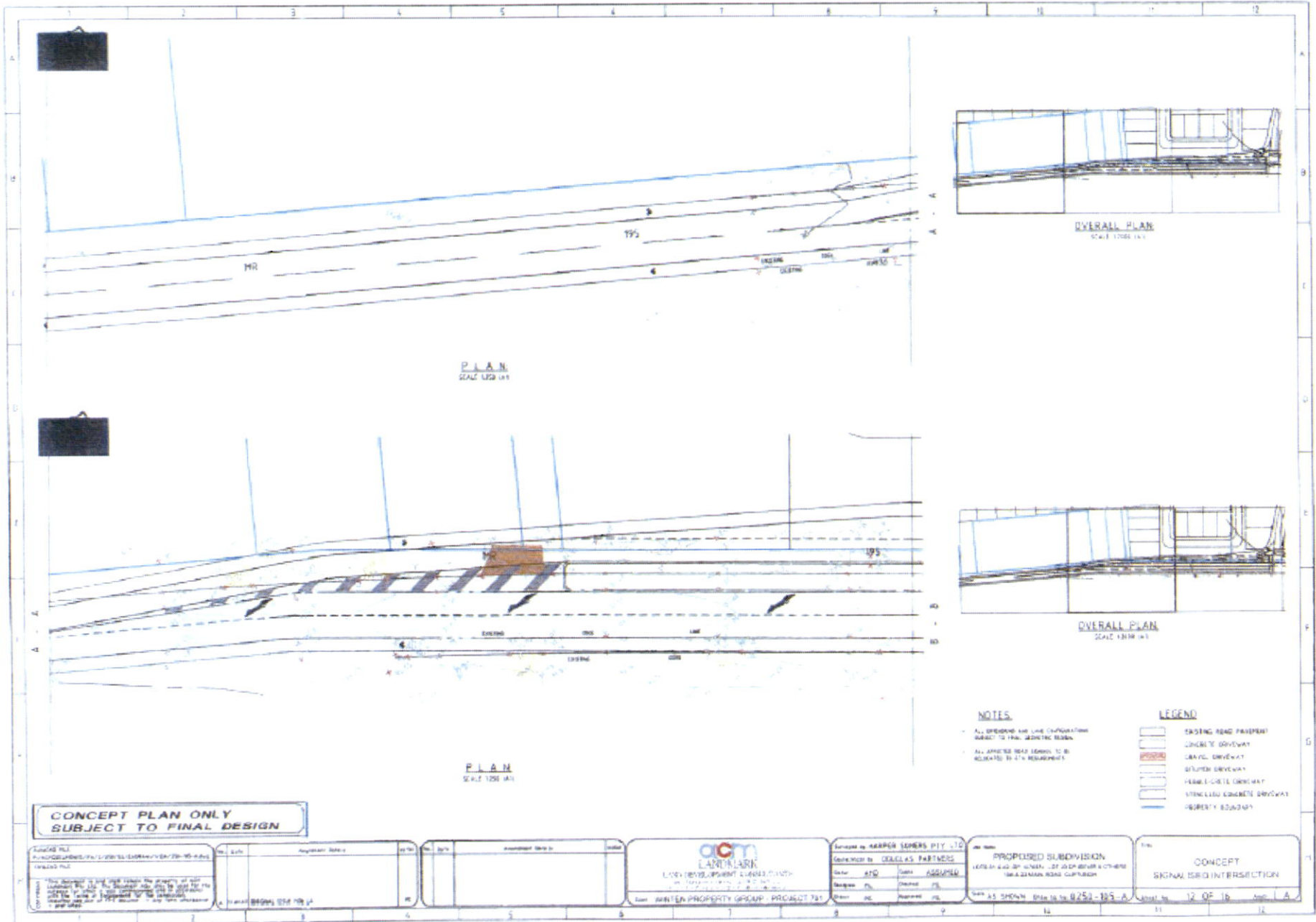












**CONCEPT PLAN ONLY
SUBJECT TO FINAL DESIGN**

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NO.	DATE	REVISIONS	BY	CHECKED

octi
LANDMARK
LAND DEVELOPMENT CONSULTANTS
10000 104th Ave S, Suite 100
Burien, WA 98148
TEL: (206) 835-1100
WWW.OCTI.COM

Prepared by: **KEPPER ENGINEERS P.C.**
Reviewed by: **CELESTAS PARTNERS**

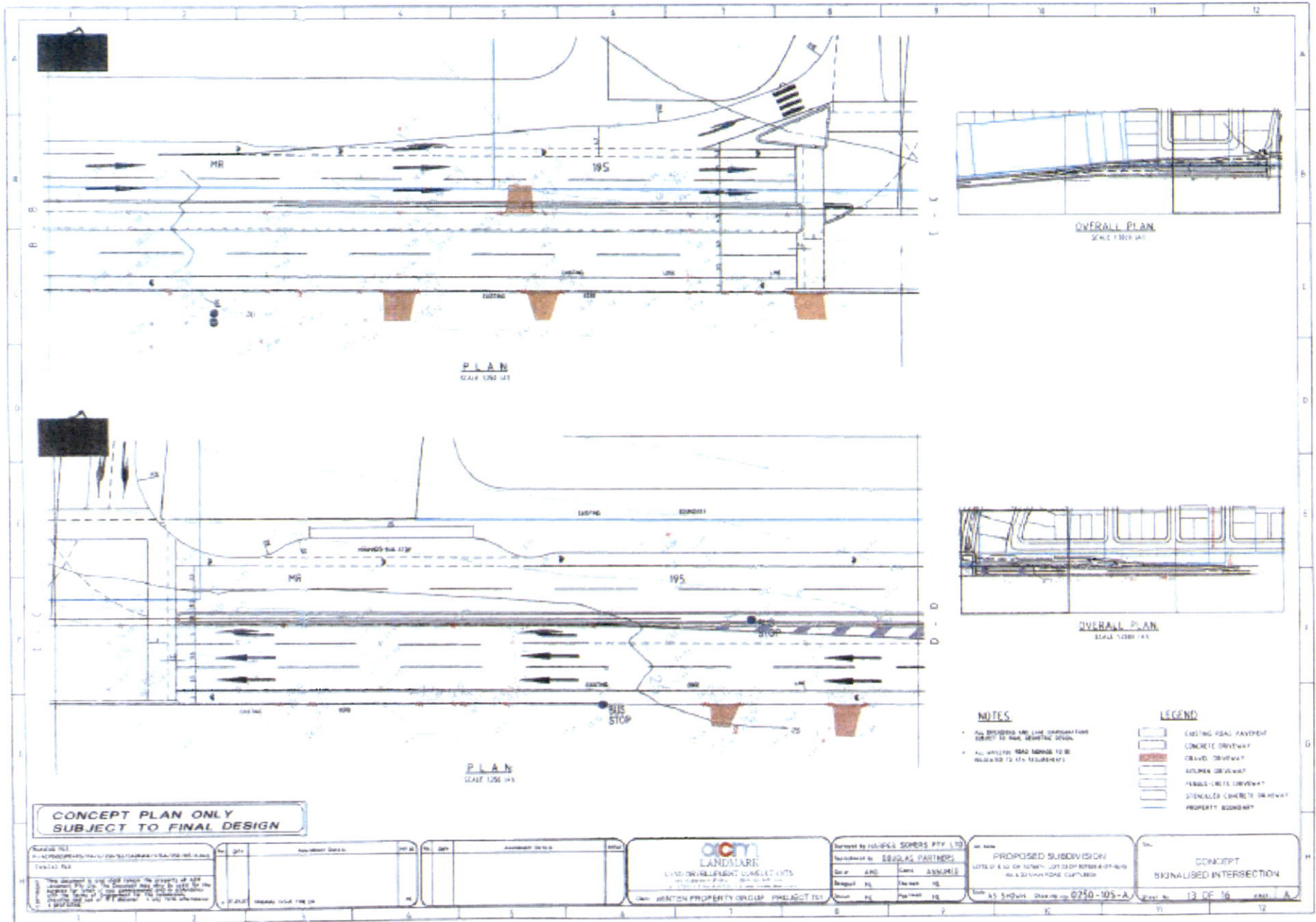
Date: **4/10/2024** Drawn: **ASSUMED**
Designed: **PL** Checked: **PL**
Scale: **AS SHOWN** Prepared: **PL**

Client: **WINTER PROPERTY GROUP - PROJECT 731**

PROJECT: **PROPOSED SUBDIVISION**
SITE: **12000 104th Ave S, Burien, WA 98148**
SHEET NO.: **12 OF 16**

DATE: **AS SHOWN** DATE IS TO: **0250-105-A**

TITLE: **CONCEPT SIGNAL ISD INTERSECTION**



PLAN
SCALE 1:500 (A)

PLAN
SCALE 1:500 (B)

OVERALL PLAN
SCALE 1:1000 (A)

OVERALL PLAN
SCALE 1:1000 (B)

NOTES

- ALL BRIDGES AND LOW OVERCROSSINGS SUBJECT TO ROAD SIGNAGE SIGNALS.
- ALL UNPAVED ROAD SURFACES TO BE ACCORD TO ITS REQUIREMENTS.

LEGEND

- EXISTING ROAD PAVEMENT
- CONCRETE DRIVEWAY
- GRAVEL DRIVEWAY
- ASPHALT DRIVEWAY
- FINISHED CONCRETE DRIVEWAY
- STAMPED CONCRETE DRIVEWAY
- PROPERTY BOUNDARY

CONCEPT PLAN ONLY
SUBJECT TO FINAL DESIGN

SCALE: 1:500
DATE: 13/09/2016
DRAWN BY: [Name]
CHECKED BY: [Name]

NO. 271
DATE: 13/09/2016
SCALE: 1:500 (A)

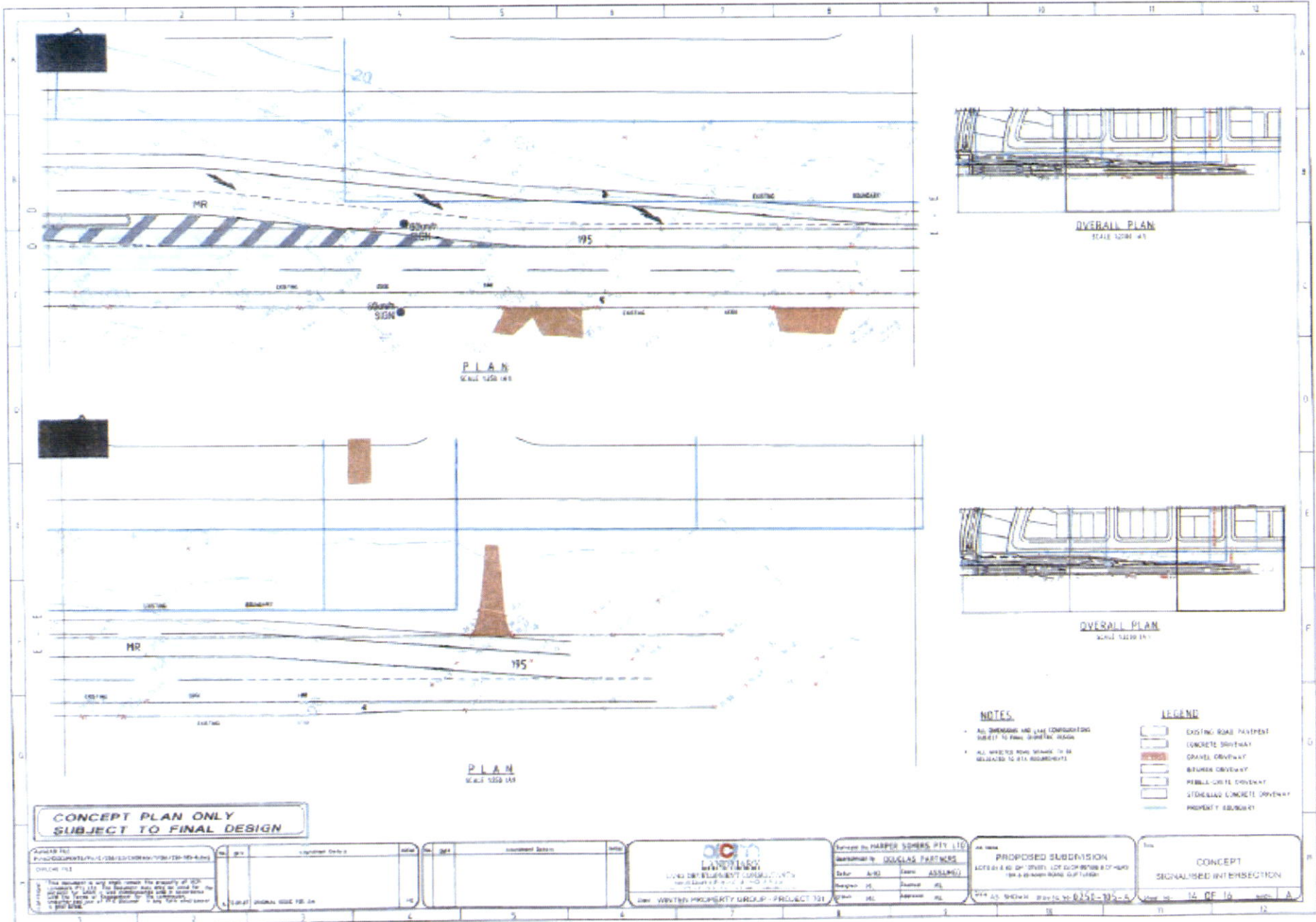
NO. 271
DATE: 13/09/2016
SCALE: 1:500 (B)

OCY LANDLARK
LIVING INVESTMENT CONSULTANTS
100/105 WILSON STREET, MELBOURNE VIC 3000
Tel: 03 9412 1234 Fax: 03 9412 1235
www.ocylandlark.com.au

Prepared by: HANFRA SPOERS PTY LTD
Reviewed by: EBELAS PARTNER
Date: 13/09/2016
Scale: 1:500
Project No: 0750-105-A

PROPOSED SUBDIVISION
LOT 1 OF 4 OF 100/105 WILSON STREET MELBOURNE
VIC 3000 ROAD CAPTURED

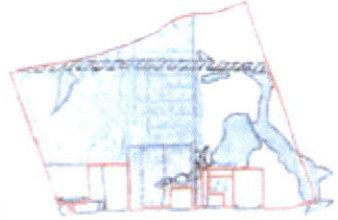
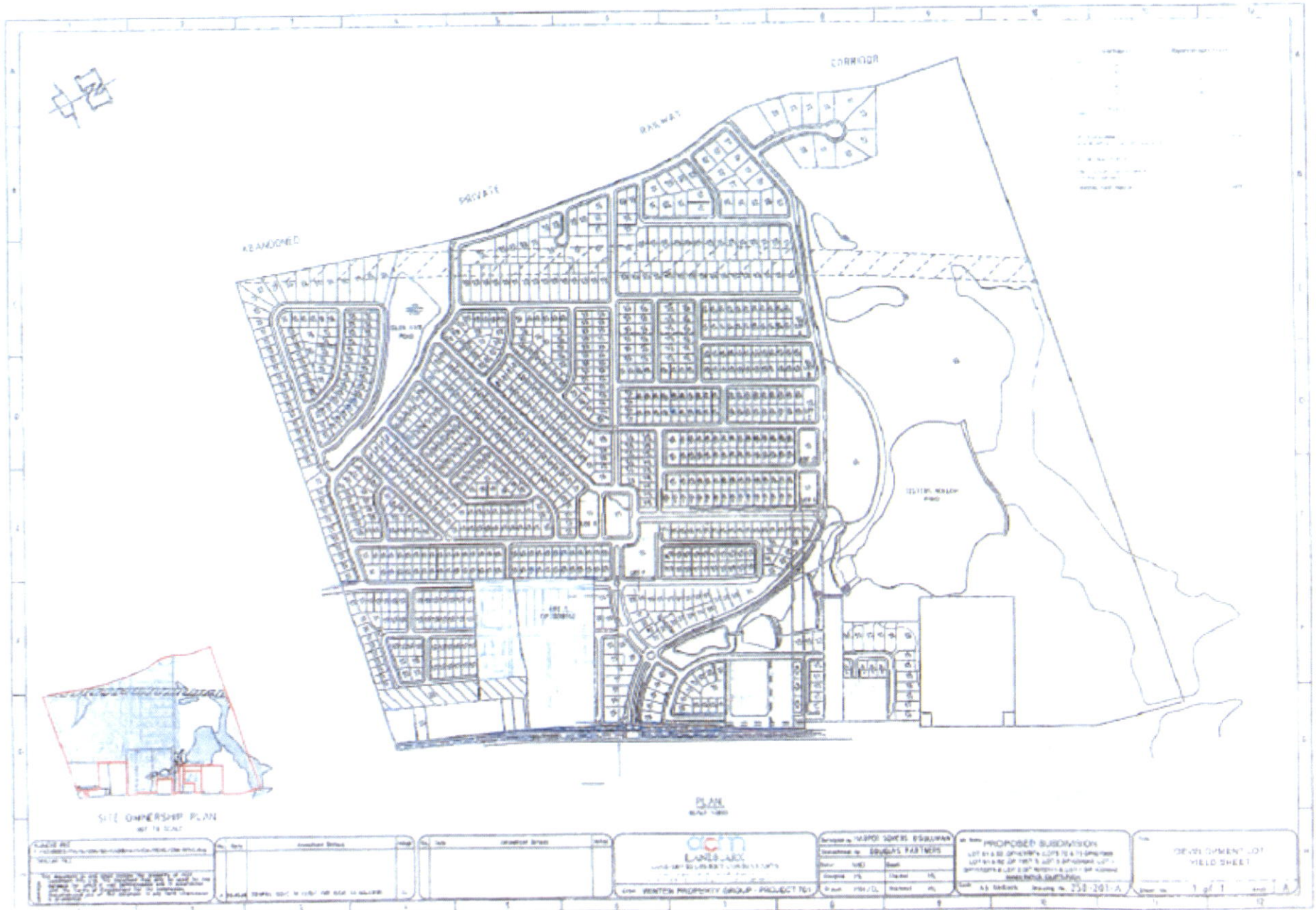
CONCEPT
SIGNALISED INTERSECTION
DATE: 13/09/2016
SCALE: 1:500 (A)



**CONCEPT PLAN ONLY
SUBJECT TO FINAL DESIGN**

<p>APPROVED FOR PROJECT: 3475-2971-8019V5 (10/20/2024)</p> <p>DATE: 10/20/2024</p> <p>BY: [Signature]</p>	<p>APPROVED FOR PROJECT: 3475-2971-8019V5 (10/20/2024)</p> <p>DATE: 10/20/2024</p> <p>BY: [Signature]</p>	<p>APPROVED FOR PROJECT: 3475-2971-8019V5 (10/20/2024)</p> <p>DATE: 10/20/2024</p> <p>BY: [Signature]</p>	<p>OCM LANDVAC LAND DEVELOPMENT CONSULTANTS 100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000</p>	<p>Prepared by: HARPER SPENCE PTY LTD Submitted by: DOUGLAS PARTNERS</p> <p>Date: 10/20/2024 Scale: AS SHOWN</p> <p>Project: 3475-2971-8019V5 Drawn: [Signature] Checked: [Signature] Approved: [Signature]</p>	<p>PROPOSED SUBDIVISION LOTS 21 & 22 OF LOT 1, LOT 22 & 23 OF LOT 2 (10 & 11 BAY ROAD) (C/T LOT 1)</p> <p>Site: 3475-2971-8019V5 Drawn: 10 DE 10 Scale: A</p>
---	---	---	---	---	---





SITE OWNERSHIP PLAN
NOT TO SCALE

<p>SCALE</p> <p>1" = 100'</p> <p>1" = 200'</p> <p>1" = 300'</p> <p>1" = 400'</p> <p>1" = 500'</p> <p>1" = 600'</p> <p>1" = 700'</p> <p>1" = 800'</p> <p>1" = 900'</p> <p>1" = 1000'</p>	<p>DATE</p> <p>1/15/2011</p>	<p>PROJECT</p> <p>100' x 100' LOT SUBDIVISION</p>	<p>OWNER</p> <p>100' x 100' LOT SUBDIVISION</p>	<p>DESIGNER</p> <p>100' x 100' LOT SUBDIVISION</p>	<p>PROPOSED SUBDIVISION</p> <p>LOT 1 & 20 OWNERSHIP LOTS TO 475 OWNERSHIP LOTS</p> <p>LOT 1 & 20 OWNERSHIP LOTS TO 475 OWNERSHIP LOTS</p> <p>LOT 1 & 20 OWNERSHIP LOTS TO 475 OWNERSHIP LOTS</p> <p>LOT 1 & 20 OWNERSHIP LOTS TO 475 OWNERSHIP LOTS</p>	<p>DEVELOPMENT LOT</p> <p>FIELD SHEET</p> <p>1 of 1</p>
--	-------------------------------------	--	--	---	--	--

Attachment G

Title Searches

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 61/1076974

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2008	10:51 AM	1	13/2/2006

LAND

LOT 61 IN DEPOSITED PLAN 1076974
AT CLIFTLEIGH
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF REDDON COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM D91076974

FIRST SCHEDULE

WINTEN (NO.23) PTY LIMITED

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 BK 4434 NO 392 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Day Dockrill

PRINTED ON 21/5/2008

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* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER

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http://www.quicksearch.com.au/general/queue/citydde/1211331108_0_0.html

21/05/2008

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 62/1076974

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2008	10:52 AM	1	13/2/2006

LAND

LOT 62 IN DEPOSITED PLAN 1076974
 AT CLIFBLEIGH
 LOCAL GOVERNMENT AREA CESSMOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1076974

FIRST SCHEDULE

WINTEK (NO.23) PTY LIMITED

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS - BK1681 NO764
- 3 NOTIFICATION IN GOV. GAZ. DATED 9.12.1966 FOL.4997; EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
 0134609 EASEMENT NOW VESTED IN SHORTLAND ELECTRICITY
- 4 Z226991 EASEMENT TO DRAIN SEWAGE 5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 BK 2044 NO 622 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 BK 2285 NO 248 RIGHT OF WAY AFFECTING THE LAND ABOVE DESCRIBED
- 7 AA812315 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Day Dockrill

PRINTED ON 21/5/2008

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21/05/2008

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 23/607899

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2008	10:52 AM	6	20/7/2004

LAND

LOT 23 IN DEPOSITED PLAN 607899
 AT CLIFTFLEIGH
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP607899

FIRST SCHEDULE

WINTEN (NO. 23) PTY LIMITED (T 9074043)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 NOTIFICATION IN GOV GAZ DATED 9-12-1966 - EASEMENT FOR TRANSMISSION LINE AFFECTING THE LAND SHOWN SO BURDENED IN DP607899 0134609 EASEMENT NOW VESTED IN SHORTLAND ELECTRICITY
- 3 BK 1681 NO 764 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 4 2690310 RIGHT OF WAY APPURTENANT TO THAT PART OF THE LAND WITHIN DESCRIBED FORMERLY COMPRISED WITHIN LOT 4 IN DP155028, AFFECTING THAT PART OF LOT 1 IN DP737691 SHOWN SO BURDENED IN DP737691-VIDE BK 2044 NO 622
- 5 2690310 RIGHT OF WAY APPURTENANT TO THAT PART OF THE LAND WITHIN DESCRIBED FORMERLY COMPRISED WITHIN LOT 1 IN DP156166, AFFECTING THE WHOLE OF LOT 1 IN DP737691 VIDE BK 2285 NO 248
- 6 AAB12315 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Day Dockrill

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21/05/2008

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 61/785115

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2008	10:52 AM	6	16/11/2004

LAND

LOT 61 IN DEPOSITED PLAN 785115
 AT CLITTLEIGH
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP785115

FIRST SCHEDULE

WINTON (NO 23) PTY LIMITED (T AB62916)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 GOV 9.12.1966 FOL 4997 EASEMENT FOR TRANSMISSION LINE 30.48 WIDE AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
 0134609 EASEMENT NOW VESTED IN SHORTLAND ELECTRICITY
- 3 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
 DP785115 -RIGHT OF CARRIAGEWAY 10 WIDE
- 4 AB62917 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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21/05/2008

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 62/785115

SEARCH DATE	TIME	EDITION NO	DATE
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21/5/2008	10:52 AM	6	16/11/2004

LAND

LOT 62 IN DEPOSITED PLAN 785115
 AT CLIFTFLEIGH
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP785115

FIRST SCHEDULE

NINTON (NO 23) PTY LIMITED (T AB62916)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 GOV 9.12.1966 FOL 4997 EASEMENT FOR TRANSMISSION LINE 30.48 WIDE AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
 0134609 EASEMENT NOW VESTED IN SHORTLAND ELECTRICITY
- 3 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
 DP785115 -RIGHT OF CARRIAGEWAY 10 WIDE
- 4 AB62917 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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21/05/2008

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/1039042

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2008	10:53 AM	4	15/3/2005

LAND

LOT 3 IN DEPOSITED PLAN 1039042
 AT HEDDON GRETA
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1039042

FIRST SCHEDULE

WINTEN (NO.23) PTY LIMITED (T 8906339)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 EASEMENT FOR TRANSMISSION LINE 30.48 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM. SEE GAZ 9/12/1966 FOL4997.
- 3 DP1039042 RESTRICTION(S) ON THE USE OF LAND
- 4 AA812315 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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21/05/2008

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/1072276

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2008	10:53 AM	1	7/9/2004

LAND

LOT 1 IN DEPOSITED PLAN 1072276
 AT CLIFFLEIGH
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1072276

FIRST SCHEDULE

WINTEN (NO.23) PTY LIMITED

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE REFERRED TO IN DEED BK 1681 NO 764
- 3 NOTIFICATION VIDE GOV. GAZ 9.12.1966 FOLIO 4997. EASEMENT FOR TRANSMISSION LINE 30.48 METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
 O134609 EASEMENT NOW VESTED IN SHORTLAND ELECTRICITY
- 4 2137506 EASEMENT TO DRAIN SEWAGE 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AA875923 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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21/05/2008

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/1072111

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2008	10:53 AM	2	15/11/2004

LAND

LOT 2 IN DEPOSITED PLAN 1072111
 AT CLIFFLEIGH
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1072111

FIRST SCHEDULE

WINTEN (NO 23) PTY LIMITED (T AB94602)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1072111 RESTRICTION(S) ON THE USE OF LAND
- 3 AB94603 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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21/05/2008

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 22/607899

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2008	10:53 AM	8	5/6/2006

LAND

LOT 22 IN DEPOSITED PLAN 607899
AT CLIFTFLEIGH
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF REDDON COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP607899

FIRST SCHEDULE

WINTEN (NO 23) PTY LIMITED (T AC358336)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS DEED BOOK 1681 NO 764
- 3 NOTIFICATION IN GOV GAZ DATED 9-12-1965 - EASEMENT FOR TRANSMISSION LINE AFFECTING THE LAND SHOWN SO BURDENED IN DP607899 0134609 EASEMENT NOW VESTED IN SHORTLAND ELECTRICITY
- 4 BK 1681 NO 764 RIGHTS TO MINE
- 5 Z758897 RIGHT OF WAY APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED FORMERLY IN LOT4 DP155028 VIDE BK2044 NO622

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/1039042

SEARCH DATE	TIME	EDITION NO	DATE
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21/5/2008	10:54 AM	4	5/7/2006

LAND

LOT 1 IN DEPOSITED PLAN 1039042
 AT HEDDON GRETA
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1039042

FIRST SCHEDULE

JAMES PHILIP CHAPMAN
 JOCELYN ANNE CHAPMAN
 AS JOINT TENANTS (T 8841452)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 29J OF THE REAL PROPERTY ACT, 1900. ENTERED 22/4/2002 BK2050 NO422
- 3 EASEMENT FOR TRANSMISSION LINE 30.48 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM. SEE GAZ 9/12/1966 FOL4997.
- 4 BK 3813 NO 559 EASEMENT TO DRAIN SEWAGE 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM. SEE DP642935.
- 5 DP1039042 RIGHT OF ACCESS 5.975 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1039042 POSITIVE COVENANT
- 7 AC435178 MORTGAGE TO PERMANENT CUSTODIANS LIMITED
- * 8 AD831915 CAVEAT BY WINTEN (NO 23) PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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21/05/2008

Attachment H

LOT YIELD TABLE

SUPERLOT	EQUIVALENT LOTS
'A'	3
'B'	3
'C'	3
'D'	4
'E'	4
'F'	10
'G'	5
TOTAL	32

DA Lot Count	904
Lot 1, DP 1039042 (Separate DA)	48
	<u>952</u>
Less Super Lots (7)	7
	<u>945</u>
Plus Superlot Residential Lot Equivalent (32)	32
TOTAL LOT YIELD	<u>977</u>

