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Deed

Works-in-kind

Precinct 1B Stage 1

Newcastle City Council

Winten (No 21) Pty Ltd

23 September 2024

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Table of Contents

TABLE OF CONTENTS	2
PARTIES	6
BACKGROUND.....	6
OPERATIVE PROVISIONS.....	6
PART 1 - PRELIMINARY	6
1 Definitions & Interpretation.....	6
Definitions.....	6
Interpretation	12
2 Commencement	13
3 Warranties.....	13
4 Parties' relationship.....	13
5 Deed not Construction Contract.....	14
PART 2 - COST OF DEVELOPER WORKS.....	14
6 Responsibility for Cost of Developer Works	14
7 Development Contribution Credit.....	14
Application of clause	14
Acknowledgement by Developer.....	14
Provision of Development Contribution Credit	14
PART 3 – CARRYING OUT OF DEVELOPER WORKS	15
8 General obligations relating to Developer Works.....	15
9 Warranties relating to Developer Works.....	15
Warranties by Developer	15
10 Ownership & care of Developer Works.....	15
11 Work health & safety.....	16
Principal Contractor	16
Acknowledgement & authorisation by Council	16
Termination of Contractor.....	16
Developer's obligations	16
12 Accidents & dangerous occurrences.....	17
Developer to notify WorkCover	17
Provision of information to Council.....	17
Developer to cooperate	17
13 [Not used]	17
14 Variations to approved Developer Works & Costs.....	17
15 [Not used]	18
16 Protection of people, property & utilities	18

17	Damage to assets & property	18
	Developer to notify Council.....	18
	Developer to fix or replace damaged asset	18
	Council may give notice to Developer.....	18
	Council may take action & recover costs.....	18
18	Entry onto Land.....	19
	Entry onto Council land	19
	Entry onto land by Council.....	19
19	Audit, inspection, testing of Developer Works.....	19
	Audit, inspection or test of Developer Works.....	19
	Action by Developer.....	19
	Fee for further audit, inspection or test of the Developer Works	20
20	Access to information & records.....	20
21	Practical Completion of Developer Works	20
	Developer Works Completion Date.....	20
	Request by Developer for Practical Completion Certificate	20
	Inspection by Council.....	20
	Direction by Council.....	21
	Issuing of Practical Completion Certificate	21
22	Rectification of Defects	21
	Rectification Notice	21
	Compliance by Developer	21
23	Copyright in Works-As-Executed Plan.....	21
24	Transfer of Ownership of Developer Works.....	22
	Issuing of Transfer of Ownership Notice	22
	Vesting of Developer Works	22
25	[Not Used].....	22
26	Removal of structures & Equipment	22
PART 4 – DISPUTE RESOLUTION		22
27	Dispute Resolution – mediation	22
	Application of clause	22
	When Dispute arises	22
	Meeting between Parties	22
	Meditation of Dispute.....	23
	Exercise of legal rights	23
	Costs	23
28	Dispute resolution – expert determination	23

Application of clause	23
When Dispute arises	23
Meeting between Parties	23
Expert determination	23
Expert determination binding	24
Costs of Parties	24
Costs of Expert	24
29 Arbitration Excluded	24
PART 5 - ENFORCEMENT	24
30 Developer Works Security	24
Application of this clause	24
Provision of Developer Works Security	24
Purpose of Developer Works Security	24
Council's right to access Developer Works Security	24
Release & return of Developer Works Security	25
Replacement Developer Works Security	25
Indexation	25
Restriction of entering Council land	25
31 Breach of obligations	25
Notice of breach	25
Failure to comply with notice of breach	26
Recovery of costs by Council	26
Exercise of Council's rights at law or in equity	26
32 Termination	26
33 Effect of termination	27
34 Enforcement in a court of competent jurisdiction	27
PART 6 – RESTRICTION ON DEALINGS	27
35 Restriction	27
36 Continued performance of obligations by Developer	28
PART 7 – INDEMNITIES & INSURANCE	28
37 Risk	28
38 Release	28
39 Indemnity	28
40 Insurance	29
Requirement for Developer insurances	29
Failure to comply with requirement	29
41 [Not used]	29

PART 8 – OTHER PROVISIONS	29
42 Confidentiality	29
Confidentiality Obligations	29
Breach of confidentiality	29
Survival of confidentiality obligations	30
Exceptions to confidentiality obligation.....	30
43 Ownership of Intellectual Property	30
Certain rights not affected by Deed	30
Ownership of Intellectual Property relating to Developer Works.....	30
Licence by Developer.....	30
44 Technical Data.....	31
45 Moral rights	31
46 Force Majeure	31
Notification.....	31
Suspension of obligations	31
47 Notices.....	31
48 Approvals and Consent.....	32
49 Costs of this Deed.....	32
Costs of Deed	32
No dispute.....	32
50 Entire Deed.....	32
51 Further Acts	33
52 Governing Law and Jurisdiction	33
53 Joint and Individual Liability and Benefits.....	33
54 No Fetter	33
55 Illegality	33
56 Severability.....	34
57 Amendment	34
58 Waiver	34
SCHEDULE 1: PARTICULARS	35
SCHEDULE 2: [NOT USED]	37
SCHEDULE 3: DEVELOPER WORKS LOCATION PLAN	38
SCHEDULE 4: DEVELOPER WORKS PLANS AND DRAWINGS	39
EXECUTION	40

Parties

Council **Newcastle City Council** ABN 25 242 068 129(Council)

Developer **Winten (No 21) Pty Ltd** ABN 94 096 449 393
(Winten)

Background

- A The Developer is carrying out the Development on the Land pursuant to the Applicable Development Consent.
- B Condition **A.52** of the Applicable Development Consent requires the payment of a monetary contribution of **\$275,787** to the Council towards the cost of the provision by the Council of traffic and transport infrastructure facilities to meet the demand for such facilities created by the Development.
- C Condition **A.52** of the Applicable Development Consent was imposed pursuant to section 7.11(1) of the EPA Act and the Applicable Contributions Plan.
- D The Applicable Contributions Plan provides for the construction of the Shared Path.
- E The Developer has made a request to the Council to construct the section of the Shared Path that passes through Stage 1 of the Development in return for a reduction in the amount of the monetary contributions payable to the Council pursuant to Condition **A.52** of the Applicable Development Consent.
- F The Council is agreeable to the Developer's request subject to the Developer entering into this Deed with the Council.
- G The Parties have agreed to enter into this Deed to give effect to the above arrangements.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

Definitions

- 1.1 In this Deed, the words and phrases appearing in Column 1 of the following table have the meaning set out in Column 2 of that table corresponding to

those words or phrases except in so far as the context or subject-matter otherwise indicates or requires:

Table

Column 1	Column 2
Word or phrase	Meaning
EPA Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Applicable Contributions Plan	means the contributions plan (within the meaning of the EPA Act) specified in Item 3 of the Particulars as amended or substituted from time to time.
Applicable Development Consent	means the development consent specified or described in Item 2 of the Particulars.
Approval	means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement.
Authority	means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the <i>Local Government Act 1993</i> (NSW), or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.
Background Intellectual Property	means Intellectual Property that: <ul style="list-style-type: none"> (a) relates to the Developer Works, (b) exists at the date of this Deed or is later created but not as a result of performing this Deed, (c) does not belong to a third party.
Bank Guarantee	means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by: <ul style="list-style-type: none"> (a) one of the following trading banks: <ul style="list-style-type: none"> (i) Australia and New Zealand Banking Group Limited, (ii) Commonwealth Bank of Australia,

- (iii) Macquarie Bank Limited,
- (iv) National Australia Bank Limited,
- (v) St George Bank Limited,
- (vi) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Bond	means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency.
Claim	includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.
Cost	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
Deed	means this Deed and includes any schedules, annexures and appendices to this Deed.
Defect	means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.
Defects Liability Period	means, in relation to the whole or any specified part of the Developer Works, the period specified in Item 12 of the Particulars commencing on the day immediately after a Practical Completion Certificate is issued by the Council.
Developer Works	means the Works specified or described in Item 4 of the Particulars, including design, construction, supervision, testing and certification.
Developer Works Agreed Cost	means the \$ amount specified in Item 6 of the Particulars.
Developer Works Completion Date	means: <ul style="list-style-type: none">(a) the date specified in Item 5 of the Particulars in relation to all of the Developer Works, or(b) the dates specified in Item 5 of the Particulars in relation to different Developer Works or different parts of different Developer Works.

Developer Works Location Plan	means the plan contained in Schedule 3 showing the location of the Developer Works.
Developer Works Plans & Drawings	means the detailed plans and drawings for the Developer Works approved by the Council referred to in Schedule 4.
Developer Works Security	means a Bank Guarantee or a bond or other form of security on terms reasonably satisfactory to the Council in the amount specified in Item 11.a of the Particulars.
Development	means the development specified or described in Item 1 of the Particulars.
Development Contribution	means a monetary contribution under s7.11 of the EPA Act payable to the Council in respect of the Development pursuant to the Applicable Development Consent.
Development Contribution Amount	means the amount of Development Contributions specified in Item 8 of the Particulars.
Development Contribution Credit Amount	means the \$ amount specified in Item 9 of the Particulars by which the Development Contribution Amount is reduced if the Developer undertakes the Developer Works in accordance with this Deed.
Dispute	means a dispute or difference between the Parties under or in relation to this Deed.
Equipment	means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.
Force Majeure Event	means an earthquake, cyclone, fire, riot or serious civil commotion, sabotage, act of a public enemy, act of God (excluding storms), war, revolution, radioactive contamination or flood, the effects of which cannot be prevented by taking those steps a prudent and competent person would take.
GST	has the same meaning as in the GST Law.
GST Law	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Insurances	means the insurances specified in Item 14 of the Particulars and such other insurances required by law in relation to the Developer Works.
Intellectual Property	means all copyright (including moral rights), patents, trademarks, designs, confidential information, circuit layouts, data and any other rights from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
Item	means a numbered item and the corresponding text in the Particulars.
Land	means the land contained within Lots 2 & 3 DP 1230960.
N/A	means Not Applicable
Particulars	means the information relating to this Deed contained in Schedule 1.
Party	means a party to this Deed.
Practical Completion	in relation to the Developer Works or a specified part of the Developer Works occurs when the Council has issued a for the Developer Works or the part.
Practical Completion Certificate	means a certificate issued by the Council to the Developer to the effect that, in the reasonable opinion of the Council, the Developer Works or a specified part of the Developer Works are substantially complete and any incomplete part or Defect is of a minor nature.
Practical Completion Date	means the date when the Council issues a Practical Completion Certificate for the Developer Works.
Principal Contractor	means the Person defined in as the Principal Contractor under the <i>Work Health and Safety Act 2011</i> (NSW) or <i>Work Health and Safety Regulation 2011</i> (NSW) or an equivalent under Commonwealth work health and safety laws.
Rectification Notice	means a notice in writing: (a) identifying the nature and extent of a Defect or incomplete Work, and

- (b) specifying the works or actions that are required to Rectify the Defect or incomplete Work, and
- (c) specifying the date by which or the period within which the Defect or incomplete Work is to be rectified, which date or period must not be unreasonable having regard to the nature of the Defect or incomplete Work.

Rectify	means rectify, remedy or correct.
Regulation	means <i>Environmental Planning and Assessment Regulation 2021</i> (NSW)
Shared Path	means Works Item T8 Off Road footway/cycleway between Britannia Boulevard and Woodford Street as described in the Applicable Contributions Plan
Stage 1	means Stage 1 of the Development identified in the Developer Works Location Plan.
Technical Data	means all technical know-how and information in material form, including manuals, designs, standards, specifications, reports, models, plans, drawings, calculations, software, source code and test results.
Third Party Intellectual Property	means Intellectual Property relating to the Developer Works that is owned by a person other than the Council or the Developer.
Transfer of Ownership Notice	means a notice issued by the Council to the Developer stating that Developer Works the subject of a Practical Completion Certificate vest in the Council on a specified date being not sooner than 14 days after the notice is issued.
WHS	means work health and safety.
WHS Law	means the <i>Work Health and Safety Act 2011</i> (NSW) and <i>Work Health and Safety Regulation 2011</i> (NSW).
Work	means the physical result of carrying out work in, on, over or under land.
Works-As-Executed Plan	means detailed plans and specifications of Developer Works carried out by the Developer.

Interpretation

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
 - 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday or a public holiday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
 - 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Deed 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.
 - 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
 - 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 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.
 - 1.2.11 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.
 - 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
 - 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
 - 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
 - 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
 - 1.2.16 Any schedules, appendices and attachments form part of this Deed.
 - 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Commencement

- 2.1 This Deed commences and has force and effect on and from the date when the Parties have:
 - 2.1.1 both executed the same copy of this Deed, or
 - 2.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 2.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

3 Warranties

- 3.1 Each party represents and warrants that:
 - 3.1.1 it has full legal capacity and power to:
 - (a) own its property and carry on its business,
 - (b) enter into this Deed and carry out the transactions it covers,
 - 3.1.2 it holds each authorisation necessary to:
 - (a) properly execute this document and carry out the transactions,
 - (b) make this document legal, valid, binding and admissible in evidence,
 - (c) properly carry on its business,
 - (d) and it is complying with any conditions of those authorisations,
 - 3.1.3 it is not entering into this Deed as a trustee of any trust or settlement.
 - 3.1.4 it has the full power to enter into and perform its obligations under this Deed and that, when executed, this Deed will constitute legal, valid and binding obligations according to its terms.

4 Parties' relationship

- 4.1 Nothing in this Deed:
 - 4.1.1 makes the Developer a partner, agent or legal representative of the Council,
 - 4.1.2 creates a partnership, agency or trust,
 - 4.1.3 confers on the Developer any authority to bind the Council in any way.
- 4.2 The rights of the parties do not merge once the Developer Works are completed or this Deed is terminated.

5 Deed not Construction Contract

- 5.1 This Deed is not a construction contract or arrangement as defined in the Building and Construction Industry Security of Payments Act 1999 (NSW), between the Council and the Developer.

Part 2 - Cost of Developer Works

6 Responsibility for Cost of Developer Works

- 6.1 The Developer is responsible for meeting all Costs of and incidental to the Developer Works required to be provided under this Deed unless one or both of the following applies:
- 6.1.1 Item 7 of the Particulars specifies a Council Developer Works Contribution Amount towards the Cost of all or specified Developer Works, or
- 6.1.2 this Deed otherwise expressly provides for a Developer Works Cost that is not required to be met by the Developer.

7 Development Contribution Credit

Application of clause

- 7.1 This clause applies if Items 8 and 9 of the Particulars specify a Development Contribution Amount payable by the Developer to the Council and a Development Contribution Credit Amount, respectively, in relation to the Developer Works.

Acknowledgement by Developer

- 7.2 The Developer acknowledges the obligation imposed by the Development Consent to pay to the Council the Development Contribution Amount in relation to the Development.

Provision of Development Contribution Credit

- 7.3 Pursuant to s7.11(5)(b) of the EPA Act, in consideration of the Developer carrying out the Developer Works and otherwise performing all of its obligations under this Deed, the Development Contribution Amount payable by the Developer is to be reduced by the Development Contribution Credit Amount.

Part 3 – Carrying out of Developer Works

8 General obligations relating to Developer Works

- 8.1 The Developer is to provide the Developer Works:
 - 8.1.1 in the location or locations shown on the Developer Works Location Plan,
 - 8.1.2 in accordance with the Developer Works Plans and Drawings,
 - 8.1.3 by the Developer Works Completion Date, and
 - 8.1.4 otherwise in accordance with this Deed.
- 8.2 The Developer is to provide and complete the Developer Works in a good and workmanlike manner having regard to the intended purpose of the Developer Works and in accordance with:
 - 8.2.1 all applicable laws,
 - 8.2.2 any Approval required by any law relating to the provision of the Developer Works, and
 - 8.2.3 the lawful requirements of any Authority.
- 8.3 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed relating to the provision of the Developer Works is supplied or made available for that purpose.

9 Warranties relating to Developer Works

Warranties by Developer

- 9.1 The Developer warrants to the Council that:
 - 9.1.1 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the Developer Works,
 - 9.1.2 it accepts that, if any aspect of the Developer Works do not comply this Deed, the Council is entitled to require the Developer to cease the Developer Works and to pursue its rights and remedies relating to the non-compliance under this Deed and, subject to this Deed, at law or in equity,
 - 9.1.3 the Developer Works, when completed, are to be fit for purpose.

10 Ownership & care of Developer Works

- 10.1 The Developer owns, and is responsible for care of the Developer Works, and bears all risk and liability in connection with the Developer Works, until the Council gives the Developer a Transfer of Ownership Notice in relation to the Developer Works.

11 Work health & safety

Principal Contractor

- 11.1 The Developer acknowledges that it is the Principal Contractor under WHS Law for the Developer Works unless and until such time that:
- 11.1.1 the Developer engages the Contractor to construct the Developer Works, or
 - 11.1.2 engages another person to be the Principal Contractor for the Developer Works,
 - 11.1.3 and authorises the person to have management or control of the workplace relating to the Developer Works and to discharge the duties of a Principal Contractor under WHS Law.

Acknowledgement & authorisation by Council

- 11.2 For the purpose of the Developer's compliance with its obligations in clause 11.1, the Council:
- 11.2.1 acknowledges that the Developer (or the Contractor, where appropriate) is the person with management and control of the relevant works area for the purpose of Part 2 of the *Work Health and Safety Act 2011 (NSW)*; and
 - 11.2.2 authorises the Developer (or the Contractor, where appropriate) to exercise authority of the Council necessary to enable the Developer to discharge its obligations and responsibilities under clause 11.1.

Termination of Contractor

- 11.3 If the Developer at any time terminates the engagement of the Contractor, or terminates its authority for the Contractor or other person referred to in clause 18.1 to be the Principal Contractor for the Developer Works, the Developer becomes the Principal Contractor until such time as a new person is appointed as Contractor or to otherwise be the Principal Contractor for the Developer Works.

Developer's obligations

- 11.4 The Developer is to use its best endeavours to ensure that all persons involved in the Developer Works comply with relevant WHS Law and procedures.
- 11.5 The Developer is to promptly inform the Council of any incident occurring in relation to the Developer Works where a person is injured or otherwise exposed to a risk to his or her health or safety, including, but not limited to, an incident which is required to be reported to WorkCover.

12 Accidents & dangerous occurrences

Developer to notify WorkCover

- 12.1 The Developer is to notify WorkCover and the Council, as soon as it becomes aware of any serious accident or dangerous occurrence relating to the Developer Works.
- 12.2 Within a further 7 days, the Developer must formally notify or procure the notification of WorkCover of the accident or occurrence in accordance with the WHS Law, using any prescribed form.

Provision of information to Council

- 12.3 The Developer must give to the Council a copy of all information and documents that have been provided to WorkCover relating to the accident or occurrence.
- 12.4 The Developer must also give to the Council, if requested by the Council, a written report relating to the accident or occurrence in the form specified by the Council.

Developer to cooperate

- 12.5 The Developer must cooperate with WorkCover and the Council if the accident or occurrence is investigated by Work Cover or the Council.
- 12.6 The Developer must immediately give the Council a copy of any improvement or prohibition notices that WorkCover issues in relation to the Developer Works.

13 [Not used]

14 Variations to approved Developer Works & Costs

- 14.1 The Developer Works may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed.
- 14.2 The Party seeking the variation is to make a written request to the other Party accompanied by such information and supporting documents as is reasonably necessary to enable the other Party to properly consider the request.
- 14.3 The Party to whom the request is made is not to unreasonably delay, or withhold its Approval to, the request.
- 14.4 The Party who seeks the variation of the Developer Works must meet the costs of the variation, unless the other Party otherwise agrees.

15 [Not used]

16 Protection of people, property & utilities

- 16.1 The Developer is to use all reasonable endeavours to ensure that, in providing the Developer Works:
- 16.1.1 all necessary measures are taken to protect people and property,
 - 16.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 16.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 16.2 The Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land in connection with the Developer Works unless authorised in writing by the Council or any relevant Authority.

17 Damage to assets & property

Developer to notify Council

- 17.1 The Developer must immediately notify the Council in writing of any loss or damage that occurs in respect of a Council asset of which it becomes aware while performing the Developer Works.

Developer to fix or replace damaged asset

- 17.2 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works in accordance with any reasonable requirements of the Council.

Council may give notice to Developer

- 17.3 If an audit, inspection or test of the Developer Works shows that:
- 17.3.1 the Developer Works do not conform to the location, design, specifications, materials or finishes approved by the Council under this Deed, or
 - 17.3.2 damage has occurred to a Council asset or the property of another person in connection with the Developer Works,
- the Council may give the Developer a notice in writing requiring it to take corrective action to bring the Developer Works into conformity or repair the damage, as the case requires.

Council may take action & recover costs

- 17.4 Without limiting any other remedies available to the Council under this Deed, if the Developer does not comply with the Council's requirements under this

clause 17, the Council may take the action required of the Developer and recover the Council's costs of so doing from the Developer.

18 Entry onto Land

Entry onto Council land

- 18.1 Upon receiving reasonable prior written notice from the Developer, the Council is to allow the Developer and the , to enter, occupy, and use Council owned or controlled land specified in the notice at any reasonable time if the occupation or use of the land by the Developer and the Approved Persons is reasonably necessary for the Developer Works.
- 18.2 The Council is not required to allow the Developer to enter, occupy and use any Council owned land that is used for public purposes unless and until the Developer has paid any applicable fee or rent, as approved by the Council, for that purpose.

Entry onto land by Council

- 18.3 Upon receiving reasonable prior notice from the Council, the Developer is to provide the Council with safe and unhindered access at any reasonable time to any land on which the Developer Works are being, or have been, provided.
- 18.4 The Council must comply with the Developer's reasonable safety requirements while on any land on which the Developer Works are being provided.

19 Audit, inspection, testing of Developer Works

Audit, inspection or test of Developer Works

- 19.1 The Council may undertake an audit, inspection or test of the Developer Works at any reasonable time for any purpose related to this Deed upon giving reasonable prior notice to the Developer.
- 19.2 The Developer is to provide the Council with any assistance that is reasonably required by the Council to enable the Council to undertake any audit, inspection or test of the Developer Works.

Action by Developer

- 19.3 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the Developer Works, the Developer is to:
- 19.3.1 take the action in the manner, and within the time, the Council reasonably requires, and
- 19.3.2 provide evidence to the Council that the action has been taken.
- 19.4 If an audit, inspection or test shows that the Developer Works have not been provided in accordance with this Deed, the Developer is to pay any Costs incurred by the Council in connection with the audit, inspection or test.

Fee for further audit, inspection or test of the Developer Works

- 19.5 If the Council reasonably decides that a further and more detailed audit, inspection or test of the Developer Works is required, the Council may determine an approved fee in that regard and the Developer is to pay to the Council the fee so approved.

20 Access to information & records

- 20.1 The Council may make a written request to the Developer:
- 20.1.1 to provide information to the Council concerning the Developer Works,
 - 20.1.2 to allow the Council to inspect the Developer's records concerning the Developer Works, including by giving the Council access to premises owned, occupied or controlled by the Developer for that purpose.
- 20.2 The Developer is to comply with any such request made by the Council not later than 15 business days after the Council makes the request.

21 Practical Completion of Developer Works

Developer Works Completion Date

- 21.1 The Developer is to use all reasonable endeavours to ensure that the whole of the Developer Works is the subject of one or more Practical Completion Certificates by not later than the Developer Works Completion Date.

Request by Developer for Practical Completion Certificate

- 21.2 The Developer may make a written request ('**Developer's Request**') to the Council to issue a Practical Completion Certificate for the Developer Works or any part of the Developer Works by not later than the Developer Works Completion Date or such later date agreed in writing between the Parties.
- 21.3 The Developer's Request is to be accompanied by the following information:
- 21.3.1 a Works-as-Executed Plan of the Developer's Works to which the Developer's Request relates, and
 - 21.3.2 all technical data relating to those Works, including but not limited to (where relevant), geotechnical testing, structural certificates, CCTV footage and material certifications.

Inspection by Council

- 21.4 Upon receipt of the Developer's Request, the Council is to inspect the relevant Developer Works in the presence of a representative of the Developer at a time reasonably agreed between the Parties that is not later than 14 days after the Council receives the request.

Direction by Council

- 21.5 As a precondition to issuing a Practical Completion Certificate, the Council may direct the Developer in writing to complete, Rectify or repair any specified part of the Developer Works the subject of the Developer's Request within a period specified in the direction in order to bring the Developer Works into conformity with this Deed or any Approval.
- 21.6 The Developer is to promptly comply with any such direction given by the Council.
- 21.7 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that a Practical Completion Certificate may be issued for the Developer Works the subject of the Developer's Request.

Issuing of Practical Completion Certificate

- 21.8 The Council is to promptly issue a Practical Completion Certificate for the Developer Works the subject of the Developer's Request when it is reasonably satisfied that no aspect of the relevant Developer Works reasonably requires completion, rectification or repair.

22 Rectification of Defects

Rectification Notice

- 22.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.

Compliance by Developer

- 22.2 The Developer is to comply with a Rectification Notice according to the terms of the Rectification Notice and to the reasonable satisfaction of the Council.
- 22.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice given by the Council.

23 Copyright in Works-As-Executed Plan

- 23.1 The Developer, being the copyright owner in the Works-As-Executed Plan, assigns the copyright in the Works-As-Executed Plan to the Council free of Cost to the Council.
- 23.2 If the Developer is not the copyright owner of the Work-As-Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works-As-Executed Plan to the Council free of cost to the Council.

24 Transfer of Ownership of Developer Works

Issuing of Transfer of Ownership Notice

- 24.1 At any time after the Council issues to the Developer a Practical Completion Certificate for the Developer Works, the Council may issue a Transfer of Ownership Notice to the Developer for those Developer Works.

Vesting of Developer Works

- 24.2 The Developer Works the subject of a Transfer of Ownership Notice vest in the Council on the vesting date stated in the Transfer of Ownership Notice.

25 [Not Used]

26 Removal of structures & Equipment

- 26.1 When providing the Developer Works on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
- 26.1.1 remove from the land any structure not comprising or required in connection with the completed Developer Works and make good any damage or disturbance to the land as a result of that removal,
 - 26.1.2 remove from the land any Equipment and make good any damage or disturbance to the land as a result of that removal, and
 - 26.1.3 leave the land in a neat and tidy state, clean and free of rubbish.

Part 4 – Dispute Resolution

27 Dispute Resolution – mediation

Application of clause

- 27.1 This clause applies to any Dispute arising in connection with this Deed other than a dispute to which clause 28 applies.

When Dispute arises

- 27.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

Meeting between Parties

- 27.3 If a notice is given under clause 27.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Meditation of Dispute

- 27.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.

Exercise of legal rights

- 27.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

Costs

- 27.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 27.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

28 Dispute resolution – expert determination

Application of clause

- 28.1 This clause applies to a Dispute arising in connection with this Deed if:
- 28.1.1 the Parties agree that the Dispute can be appropriately determined by Expert Determination, or
 - 28.1.2 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion at the joint request of the Parties that the Dispute can be determined by a member of that body.

When Dispute arises

- 28.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

Meeting between Parties

- 28.3 If a notice is given under clause 28.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Expert determination

- 28.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.

Expert determination binding

28.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.

Costs of Parties

28.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.

Costs of Expert

28.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

29 Arbitration Excluded

29.1 The arbitration of any Dispute between the Parties arising under, or in connection with, this Deed is expressly excluded.

Part 5 - Enforcement

30 Developer Works Security

Application of this clause

30.1 This clause 30 applies if Item 11.a of the Particulars specifies an amount of Developer Works Security.

Provision of Developer Works Security

30.2 The Developer is to deliver the Developer Works Security to the Council before any construction of the Developer Works commences.

Purpose of Developer Works Security

30.3 The Council is to hold the Developer Works Security as security for the Developer performing its obligations under this Deed.

Council's right to access Developer Works Security

30.4 The Council may access and use the Developer Works Security in accordance with clause 31 or clause 32.

Release & return of Developer Works Security

- 30.5 The Council is to release and return the Developer Works Security or any unused part of it to the Developer within 14 days after both of the following have occurred:
- 30.5.1 all of the Developer Works have vested in the Council, and
 - 30.5.2 all land on which the Developer Works have been carried out that is not owned, occupied or otherwise controlled by the Council has been transferred to the Council.

Replacement Developer Works Security

- 30.6 The Developer may provide the Council with a replacement Developer Works Security at any time.
- 30.7 On receipt of a replacement Developer Works Security, the Council is to release and return the replaced Developer Works Security to the Developer.
- 30.8 If the Council calls-up the Developer Works Security or any portion of it, the Council may give the Developer a written notice requiring the Developer to provide a further or replacement Developer Works Security to ensure that the amount of Developer Works Security held by the Council equals the amount the Council is entitled to hold under this Deed.

Indexation

- 30.9 The Developer is to ensure that the amount of the Developer Works Security provided to the Council at any time is indexed in accordance with Item 11.b of the Particulars.

Restriction of entering Council land

- 30.10 Despite any other provision of this Deed, the Council, in its absolute discretion, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out the Development if the Developer has not provided the Developer Works Security to the Council in accordance with this Deed.

31 Breach of obligations

Notice of breach

- 31.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 31.1.1 specifying the nature and extent of the breach,
 - 31.1.2 requiring the Developer to:
 - (a) Rectify the breach if it reasonably considers it is capable of rectification, or

- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 31.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

Failure to comply with notice of breach

- 31.2 If the Developer fails to fully comply with a notice referred to in clause 31.1, the Council may, without further notice to the Developer and notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity:
 - 31.2.1 call-up the Developer Works Security and apply it to remedy the Developer's breach, and
 - 31.2.2 step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.

Recovery of costs by Council

- 31.3 Any costs incurred by the Council in remedying a breach of this Deed by the Developer may be recovered by the Council by either or a combination of the following means:
 - 31.3.1 by calling-up and applying the Developer Works Security, the Defects Rectification Security or the Maintenance Security, as appropriate, provided by the Developer under this Deed, or
 - 31.3.2 as a debt due in a court of competent jurisdiction.
- 31.4 For the purpose of clause 31.3, the Council's costs of remedying a breach of this Deed by the Developer include, but are not limited to:
 - 31.4.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 31.4.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 31.4.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

Exercise of Council's rights at law or in equity

- 31.5 Nothing in this clause 31 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

32 Termination

- 32.1 If the Council reasonably considers that the Developer has failed to fully comply with a written notice given under this Deed in relation to a breach of

the Developer's obligations, the Council may, without further notice to the Developer:

- 32.1.1 terminate this Deed by written notice to the Developer, and
- 32.1.2 take the Developer Works out of the hands of the Developer, and
- 32.1.3 access and use the Developer Works Security.

33 Effect of termination

- 33.1 If the Council terminates this Deed:
 - 33.1.1 the Parties are to immediately stop performing the Deed,
 - 33.1.2 no rights of the Council existing at the date of termination are affected,
 - 33.1.3 the Developer is not entitled to any payment or compensation for damages, losses or Costs arising because of the termination,
 - 33.1.4 the Council may complete the Developer Works by such means as it considers reasonably appropriate,
 - 33.1.5 without paying compensation, take possession of any of the Developer's documents, information or records as it reasonably needs to complete the Developer Works,
 - 33.1.6 without paying compensation, take possession of any land the Developer owns or controls as it reasonably needs to complete the Developer Works.

34 Enforcement in a court of competent jurisdiction

- 34.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 34.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 34.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
 - 34.2.2 the Council from exercising any function under the EPA Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 6 – Restriction on Dealings

35 Restriction

- 35.1 The Developer is not to assign the Developer's rights or obligations under this Deed, or novate this Deed to any person unless:

- 35.1.1 the Developer has, at no cost to the Council, first procured the execution by the person to whom 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
- 35.1.2 the Council has given written notice to the Developer stating that it reasonably considers that the assignee or novatee is reasonably capable of performing its obligations under this Deed, and
- 35.1.3 the Developer is not in breach of this Deed, and
- 35.1.4 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

36 Continued performance of obligations by Developer

- 36.1 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 35.1.

Part 7 – Indemnities & Insurance

37 Risk

- 37.1 The Developer performs this Deed at its own risk and its own cost.

38 Release

- 38.1 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.

39 Indemnity

- 39.1 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.

40 Insurance

Requirement for Developer insurances

- 40.1 The Developer is to take out and keep current to the satisfaction of the Council the Insurances in relation to the Developer Works until the Developer Works are completed in accordance with this Deed.

Failure to comply with requirement

- 40.2 If the Developer fails to comply with clause 40.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 40.2.1 by calling upon the Developer Works Security provided by the Developer to the Council under this Deed, or
- 40.2.2 recovery as a debt due in a court of competent jurisdiction.

41 [Not used]

Part 8 – Other Provisions

42 Confidentiality

Confidentiality Obligations

- 42.1 Each party must keep confidential and must not publicly announce or disclose information about:
- 42.1.1 documents, plans and other material clearly identified as confidential, or which should reasonably be considered confidential,
- 42.1.2 any tender by the Developer relating to the Developer Works.
- 42.2 In particular, any party receiving confidential information must:
- 42.2.1 treat the information as it would its own confidential material,
- 42.2.2 promptly notify the Council if it becomes aware that the law might require the information to be disclosed,
- 42.2.3 ensure that only authorised persons have access to the information and that it is stored safely and securely.

Breach of confidentiality

- 42.3 The Parties must immediately notify each other if they become aware of a breach of confidentiality relating to the Developer Works or this Deed.

Survival of confidentiality obligations

- 42.4 The confidentiality obligations contained in this Deed survive the completion of the Developer Works or the termination of this Deed, whichever occurs first, by 5 years, unless otherwise agreed in writing between the Parties.

Exceptions to confidentiality obligation

- 42.5 The confidentiality obligations contained in this Deed do not apply if a disclosure of confidential information is required:
- 42.5.1 by law,
 - 42.5.2 by the Listing Rules of the Australian Securities Exchange Limited,
 - 42.5.3 to enable a Party to perform its obligations, or to make or defend any claim or dispute, under the Works-in-Kind Deed,
 - 42.5.4 under this Deed,
 - 42.5.5 but only if, before the Party discloses any confidential information, it notifies the other Party in writing of the information it proposes to disclose and explains why it proposes to do so.

43 Ownership of Intellectual Property

Certain rights not affected by Deed

- 43.1 Nothing in this Deed affects the ownership of Background Intellectual Property or Third Party Intellectual Property unless expressly provided to the contrary in this Deed.

Ownership of Intellectual Property relating to Developer Works

- 43.2 The Council owns all Intellectual Property relating to the Developer Works that does not belong to a person other than the Council or the Developer.

Licence by Developer

- 43.3 The Developer grants to the Council a royalty-free, irrevocable, worldwide, perpetual, non-exclusive licence for all Background Intellectual Property it owns, including the right to sub-licence it for the purpose of:
- 43.3.1 using, maintaining and disposing of the Developer Works or support systems,
 - 43.3.2 modifying and developing the Developer Works and support systems, linked works or associated infrastructure,
 - 43.3.3 completing the Developer Works on termination of this Deed,
 - 43.3.4 rectifying Defects relating to the Developer Works.
- 43.4 The Developer is to use its best endeavours to ensure that the Council is granted a licence on the same terms from each subcontractor engaged in relation to the Developer Works.

- 43.5 The Developer is to use its best endeavours to ensure that the Council is granted a licence to use all Third Party Intellectual Property on the best commercial terms reasonably available.

44 Technical Data

- 44.1 The Developer is to give the Council any Technical Data that the Council considers reasonably necessary in relation to the Developer Works.
- 44.2 The Council may provide Technical Data to any person for a purpose relating to the Developer Works.

45 Moral rights

- 45.1 The Developer is not to enforce any moral rights against the Council relating to the Developer Works.
- 45.2 The Developer is to use its best endeavours to ensure that no other person enforces any moral rights against the Council relating to the Developer Works.

46 Force Majeure

Notification

- 46.1 If a Party is affected, or likely to be affected, by a Force Majeure Event, that Party must promptly notify the other Party, giving:
- 46.1.1 full details of the event,
 - 46.1.2 an estimate of its duration,
 - 46.1.3 the obligations under this Deed it affects and how much it will affect them,
 - 46.1.4 the steps either taken or planned to manage its effects.

Suspension of obligations

- 46.2 A Party's obligations under this Deed are suspended if those obligations are affected by a Force Majeure Event for as long as the event continues.
- 46.3 A Party affected by a Force Majeure Event must do all it reasonably can to remove, overcome or minimise the effects of the event as quickly as possible.

47 Notices

- 47.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 47.1.1 delivered or posted to that Party at its address set out in Item 15 or 16 of the Particulars, or

- 47.1.2 emailed to that Party at its email address set out in Item 15 or 16 of the Particulars.
- 47.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 47.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 47.3.1 delivered, when it is left at the relevant address,
- 47.3.2 sent by post, 2 business days after it is posted, or
- 47.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 47.4 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.

48 Approvals and Consent

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

49 Costs of this Deed

Costs of Deed

- 49.1 The Developer is to pay to the Council the Council's costs not exceeding the amount specified in Item 17 of the Particulars in relation to preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

No dispute

- 49.2 The dispute resolution provisions of this Deed does not apply to this clause 49.

50 Entire Deed

- 50.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.

- 50.2 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.

51 Further Acts

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

52 Governing Law and Jurisdiction

- 52.1 This Deed is governed by the law of New South Wales.
- 52.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 52.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

53 Joint and Individual Liability and Benefits

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

54 No Fetter

- 54.1 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.

55 Illegality

- 55.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

56 Severability

- 56.1 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.
- 56.2 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.

57 Amendment

- 57.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with section 203 of the Regulation.

58 Waiver

- 58.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 58.2 A waiver by a Party is only effective if it:
- 58.2.1 is in writing,
 - 58.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 58.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 58.2.4 is signed and dated by the Party giving the waiver.
- 58.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 58.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and 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.
- 58.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

Schedule 1: Particulars

(Clause 1.1)

Item	Details
1. Development	The residential subdivision of the Land authorised by the Applicable Development Consent
2. Applicable Development Consent	The modified consent granted by the Council to MA2022/00053 under section 4.56 of the EPA Act on 28 July 2022.
3. Applicable Contributions Plan	The <i>City of Newcastle Western Corridor Section 94 Contributions Plan August 2013</i>
4. Developer Works	Construction of the part of the Shared Path that passes through Stage 1
5. Developer Works Completion Date	Prior to issuing of a Subdivision Certificate for Stage 1
6. Developer Works Agreed Cost	N/A
7. Council Developer Works Contribution Amount	N/A
8. Development Contribution Amount - traffic and transport	\$275,787.00 plus indexation
9. Development Contribution Credit Amount	\$25,781.25 plus indexation
10. Development Contribution Surplus Credit Amount	N/A
11. Developer Works Security: a. Developer Works Security b. Indexation of Developer Works Security	N/A N/A
12. Defects Liability Period	12 months from the date of Practical Completion of the Developer Works
13. Maintenance Period	N/A
14. Insurances: a. Contract Works Insurance	For the full replacement value of the Works (including the cost of demolition and removal of

<p>b. Public Liability</p> <p>c. Professional Indemnity</p> <p>d. Workers Compensation Insurance</p> <p>e. Other insurance</p>	<p>debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works.</p> <p>For at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party.</p> <p>\$10,000,000</p> <p>As required by law.</p> <p>As required by law.</p>
<p>15. Council Contact for Notices</p>	<p>Postal Address: PO Box 489 Newcastle 2300</p> <p>Email: planning@ncc.nsw.gov.au</p> <p>Telephone: 4974 2889</p> <p>Representative: Samantha Cross</p>
<p>16. Developer Contact for Notices</p>	<p>Postal Address: L20, 100 Arthur St, North Sydney NSW 2060]</p> <p>Email: abiscan@winten.com.au</p> <p>Telephone: 02 9929 5000</p> <p>Representative: Alex Biscan</p>
<p>17. Costs of Deed</p>	<p>N/A</p>



Schedule 2: [Not Used]

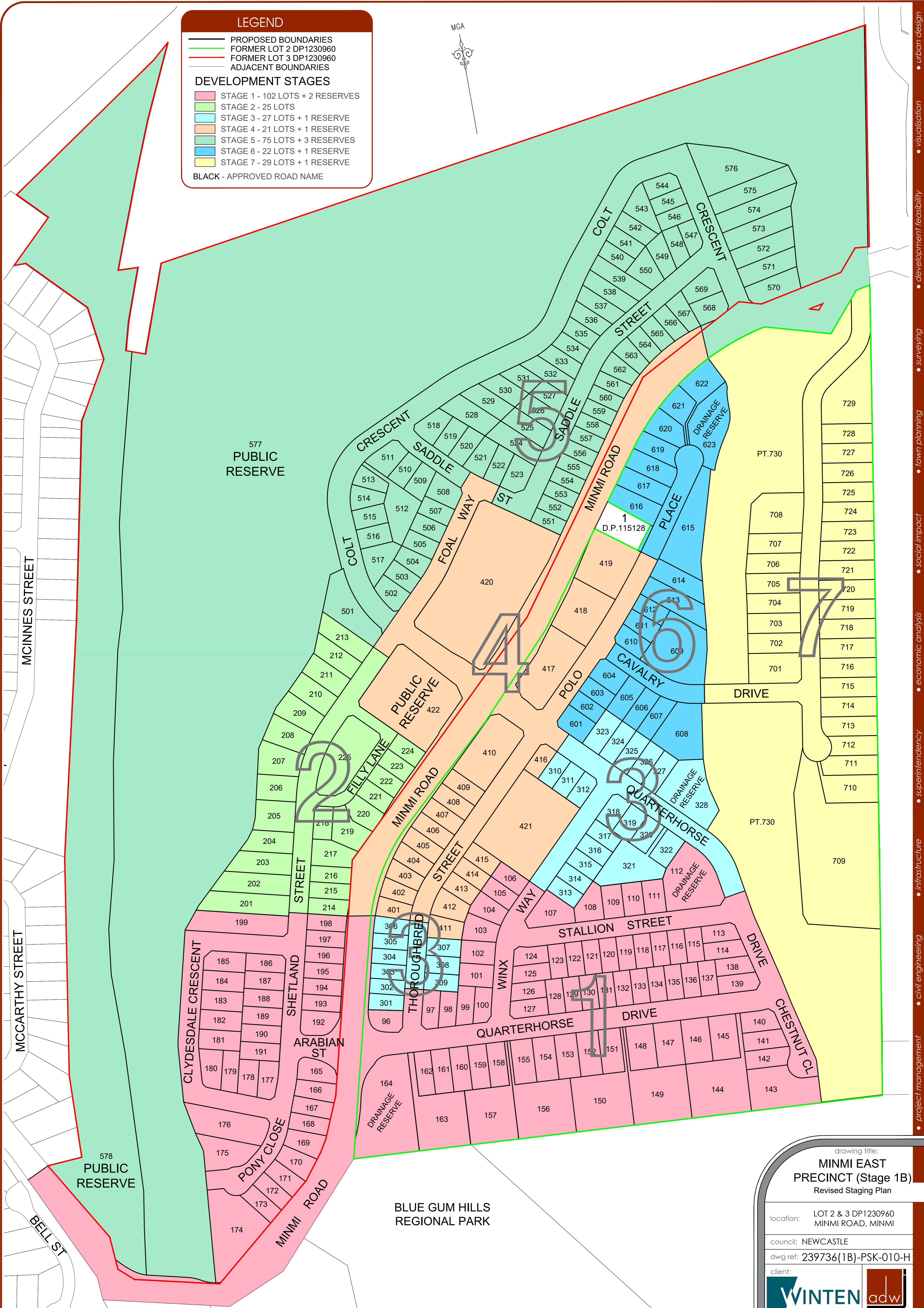


Schedule 3: Developer Works Location Plan

LEGEND

- PROPOSED BOUNDARIES
 - FORMER LOT 2 DP1230960
 - FORMER LOT 3 DP1230960
 - ADJACENT BOUNDARIES
- DEVELOPMENT STAGES
- STAGE 1 - 102 LOTS + 2 RESERVES
 - STAGE 2 - 25 LOTS
 - STAGE 3 - 27 LOTS + 1 RESERVE
 - STAGE 4 - 21 LOTS + 1 RESERVE
 - STAGE 5 - 75 LOTS + 3 RESERVES
 - STAGE 6 - 22 LOTS + 1 RESERVE
 - STAGE 7 - 29 LOTS + 1 RESERVE
- BLACK - APPROVED ROAD NAME

MGA



drawing title:
**MINMI EAST
 PRECINCT (Stage 1B)**
 Revised Staging Plan

location: LOT 2 & 3 DP1230960
 MINIMI ROAD, MINIMI

council: NEWCASTLE

dwg ref: 239736(1B)-PSK-010-H



central coast office ph: (02) 4305 4300
 hunter office ph: (02) 4978 5100
 sydney office ph: (02) 8046 7411

www.adwjohanson.com.au

ver.	date	comment	drawn	pm	level information	scale (A1 original size)	notes
H	16/07/2024	PLAN AMENDMENTS	AM	CW	DATUM: - CONTOUR INTERVAL: -	0 30 60 75m SCALE: 1:1500 (FULL)	



Schedule 4: Developer Works Plans and Drawings

PRECINCT 1B, STAGE 1 PROPOSED SUBDIVISION ENGINEERING PLANS LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA2015/10393

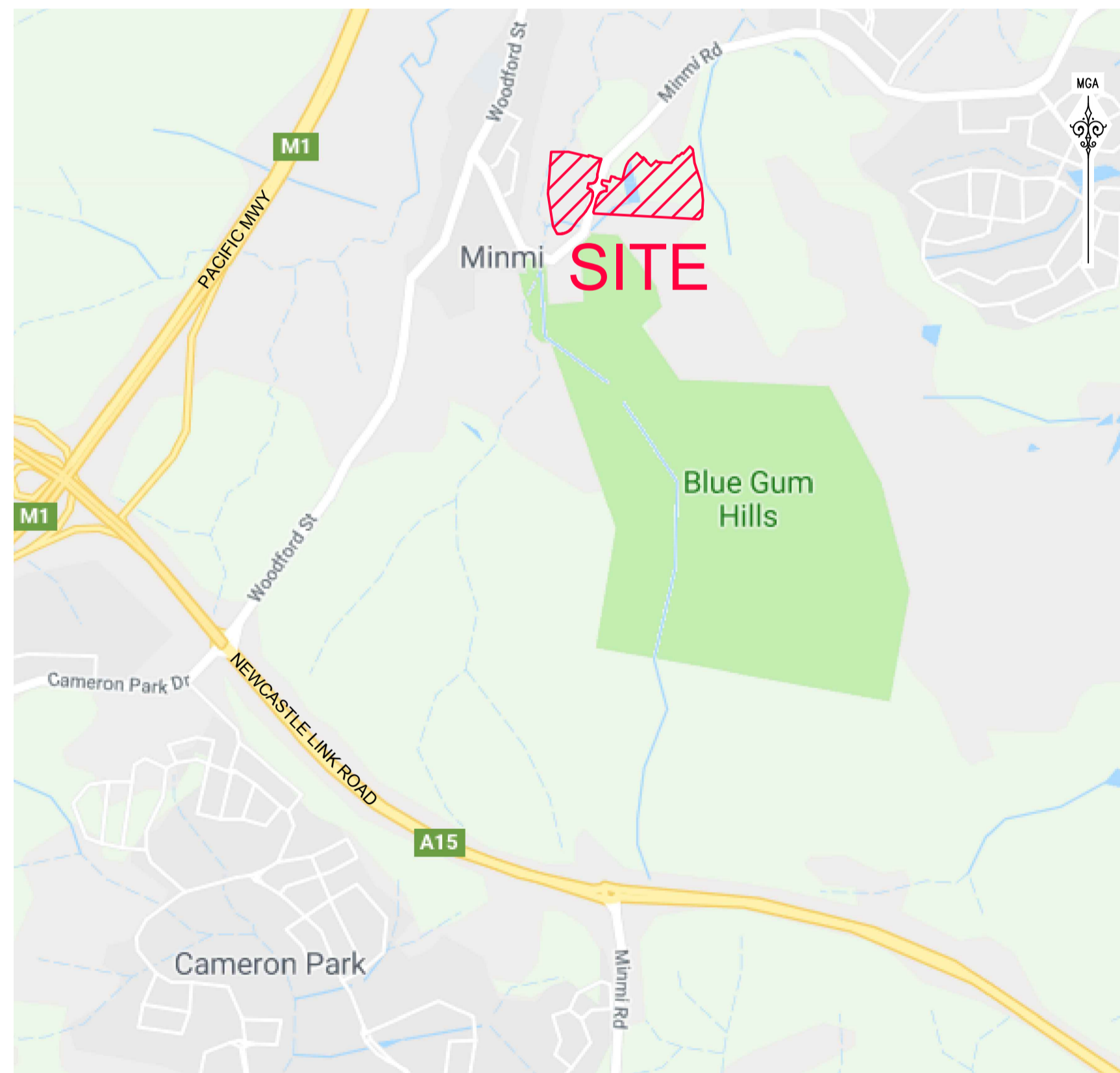
THE CITY OF NEWCASTLE
This plan / document is referred to in
Subdivision Works Certificate No:
SW2023/00003

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CITY OF NEWCASTLE
This plan is referred to in
Application No: RA2019/00519.01

The application was made under Section 138 of the Roads Act and is subject to compliance with conditions of consent.

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LOCALITY SKETCH
NOT TO SCALE

GENERAL NOTES:-
ALL WORK IS TO BE CARRIED OUT IN ACCORDANCE WITH NEWCASTLE CITY COUNCILS ENGINEERING REQUIREMENTS AND TO THE SATISFACTION OF THE CITY ENGINEER.
WORK TIME IN ACCORDANCE WITH CONSENT MONDAY TO FRIDAY 7AM-6PM, SATURDAY 8AM-1PM.

EROSION CONTROL:-
APPROPRIATE MEASURES ARE TO BE UNDERTAKEN FOR THE CONTROL OF SOIL EROSION AND MINIMISATION OF DOWNSTREAM SEDIMENT TRANSFER DURING THE CONSTRUCTION PERIOD AND FOR THE FULL PERIOD OF OPERATION OF THE DEVELOPMENT. THE EROSION AND SEDIMENT CONTROLS ARE TO COMPLY WITH "LANDCOM - SOILS AND CONSTRUCTION VOL. 1 4TH EDITION, MARCH 2004.". PARTICULAR ATTENTION SHOULD BE PAID TO SURFACE RUNOFF FROM ALL EXPOSED AREAS.

PUBLIC UTILITIES:-
ALL PUBLIC UTILITIES ARE TO BE CLEARLY IDENTIFIED IN THE FIELD PRIOR TO ANY CIVIL WORKS. NEITHER THIS FIRM NOR NEWCASTLE CITY COUNCIL ACCEPTS ANY RESPONSIBILITY FOR DAMAGES OR RELOCATION COSTS TO PUBLIC UTILITIES DURING THE CONSTRUCTION OF THE DEVELOPMENT.

WORK HEALTH AND SAFETY:-
IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT ALL WORKS ARE TO BE CARRIED OUT IN ACCORDANCE WITH THE WORK HEALTH AND SAFETY ACT

PAVEMENT CONSTRUCTION:-
PAVEMENT TO BE DESIGNED AND CERTIFIED BY A NATA REGISTERED LABORATORY AND SUBMITTED TO COUNCIL FOR APPROVAL

BONDING:-
A MAINTENANCE BOND WILL BE REQUIRED FOR A PERIOD OF 6 MONTHS TO COVER ROAD CONSTRUCTION.

SUBSOIL DRAINAGE:-
SUBSOIL DRAINS SHALL BE PROVIDED AS SHOWN ON THE PLANS. ADDITIONAL DRAINS SHALL BE PROVIDED WHERE CONSIDERED NECESSARY, BY COUNCIL OR A GEOTECHNICAL ENGINEER.

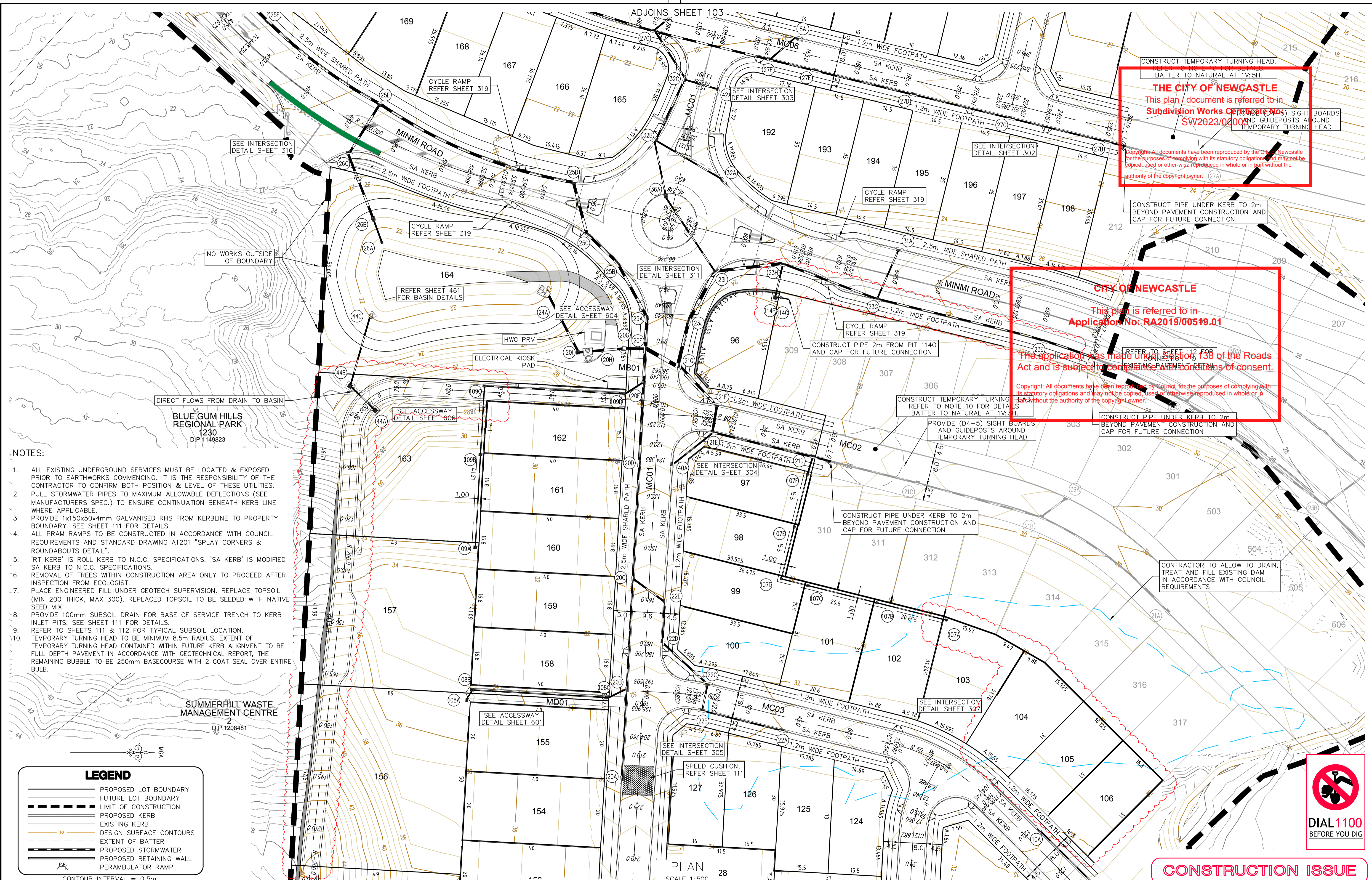
MATERIALS & TESTING:-
ALL MATERIALS AND PRODUCTS FOR INSTALLATION AND CONSTRUCTION SHALL COMPLY WITH AUSTRALIAN STANDARDS. MONITORING TESTING ("STRING-HITCHLINE" AND "ROLL") WHERE SPECIFIED BY COUNCIL'S MANUAL OF ENGINEERING STANDARDS, TO BE PERFORMED BY COUNCIL, SHALL BE ARRANGED 24 HOURS IN ADVANCE. WHERE A COUNCIL OFFICER IS NOT AVAILABLE, A GEOTECHNICAL ENGINEER MAY PERFORM SUCH TESTS.

NOTES:

- ALL ROAD CONSTRUCTION WORKS TO COMPLY WITH NEWCASTLE CITY COUNCILS A1000 SERIES STANDARD DRAWINGS DATED MAY 2014.
- ALL DRAINAGE CONSTRUCTION WORKS TO COMPLY WITH NEWCASTLE CITY COUNCILS A2000 SERIES STANDARD DRAWINGS DATED JUNE 2014.
- TREES ARE TO BE REMOVED ONLY UNDER THE DIRECTION OF THE SUBDIVISION ENGINEER. (SECTION 90(1)(b) & (c), ENVIRONMENTAL AND PLANNING & ASSESSMENT ACT 1979 (AS AMENDED)).
- GRASSING OR OTHER APPROVED TREATMENT OF TREATED OR DISTURBED AREAS TO PREVENT EROSION. (SECTION 90(1)(1) & (c), ENVIRONMENTAL PLANNING & ASSESSMENT ACT. 1979 (AS AMENDED)).
- TREE PLANTING IS TO BE CARRIED OUT THROUGHOUT THE DEVELOPMENT IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLANS.
- ALL USEABLE TREES AND SHRUBS ARE TO BE SALVAGED FOR RE-USE, EITHER IN LOG FORM, OR AS A WOODCHIP MULCH FOR EROSION CONTROL AND/OR SITE REHABILITATION. NON-SALVAGABLE MATERIAL SUCH AS ROOTS AND STUMPS MAY BE DISPOSED OF IN AN APPROVED FORM AT SITES NOMINATED BY THE SUBDIVISION ENGINEER.
- IN AREAS OTHER THAN THOSE REQUIRED FOR CONSTRUCTION OF WORKS FOR THE DEVELOPMENT OF THE SUBDIVISION, UNDERGROWTH SHALL NOT BE REMOVED BELOW A HEIGHT OF 150mm OR STRIPPING CARRIED OUT WITHOUT THE PERMISSION OF THE COUNCILS ENVIRONMENTAL OFFICER. UNDERGROWTH IS ALL VEGETATION UP TO A HEIGHT OF 3 METRES.
- NOTICE IS TO BE GIVEN TO THE SUBDIVISION ENGINEER SEVEN (7) DAYS PRIOR TO THE COMMENCEMENT OF ENGINEERING WORKS OR CLEARING ASSOCIATED WITH THE SUBDIVISION.
- PROVIDE SUBSOIL DRAINAGE LINES WITH CLEAN-OUTS BEHIND KERBS AS DIRECTED.
- EROSION AND SEDIMENT CONTROL SIGN TO BE ERECTED TO COUNCILS STANDARDS.
- PRIOR OR THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR IS TO PROVIDE WRITTEN NOTIFICATION TO THE ADJOINING LANDOWNERS OF THE INTENTION TO START WORKS, PROVIDING DETAILS OF THE SCHEDULING OF THE WORKS AND NOMINATING A CONTACT PERSON.
- CONTRACTOR IS TO PROVIDE A LEGIBLE PROMINENT SIGN STATING THE NAME OF THE DEVELOPER AND CONTRACTOR WITH A 24 HOUR CONTACT TELEPHONE NUMBER DISPLAYED ON SITE FOR THE CONSTRUCTION PERIOD.
- CONTRACTOR IS TO NOTIFY AND KEEP UPDATED THE LOCAL AUTHORITIES AND RESIDENTS OF THE INTENDED CONSTRUCTION TIMETABLE.
- CONTRACTOR TO COMPLY WITH THE REQUIREMENTS AND METHODOLOGY CONTAINED WITHIN THE REMEDIATION ACTION PLAN PREPARED BY RGS DATED 02.12.2015.
- CONTRACTOR TO COMPLY WITH THE REQUIREMENTS AND METHODOLOGY CONTAINED WITHIN THE ACID SULFATE MANAGEMENT PLAN PREPARED BY QUALTEST DATED 31.01.2018.

CONSTRUCTION ISSUE

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES	CLIENT		PROPERTY DESCRIPTION		PROJECT				
B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.G.		 Hunter Office Unit 7/335 Hillsborough Rd Warners Bay N.S.W. 2282 Phone: (02) 4978 5100 Fax: (02) 4978 5199 email: hunter@adwjohnson.com.au www.adwjohnson.com.au ABN 62 129 445 398		 WINTEN (No.21) PTY. LTD.		PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA 2015/10393		MINMI PRECINCT 1B - STAGE 1		
1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.	PLAN TITLE									
2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.	TITLE SHEET, LOCALITY PLAN & GENERAL NOTES									
3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.										
4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.										
5	27.06.2023	STORMWATER AND BATTER UPDATED	D.W.	D.W.	M.A.	L.G.				PROJECT No. 239736(1B1) - DISCIPLINE ENG - NUMBER 001 - REV. 5						



CONSTRUCT TEMPORARY TURNING HEAD. REFER TO NOTE 10 FOR DETAILS. BATTER TO NATURAL AT 1V:5H.

THE CITY OF NEWCASTLE
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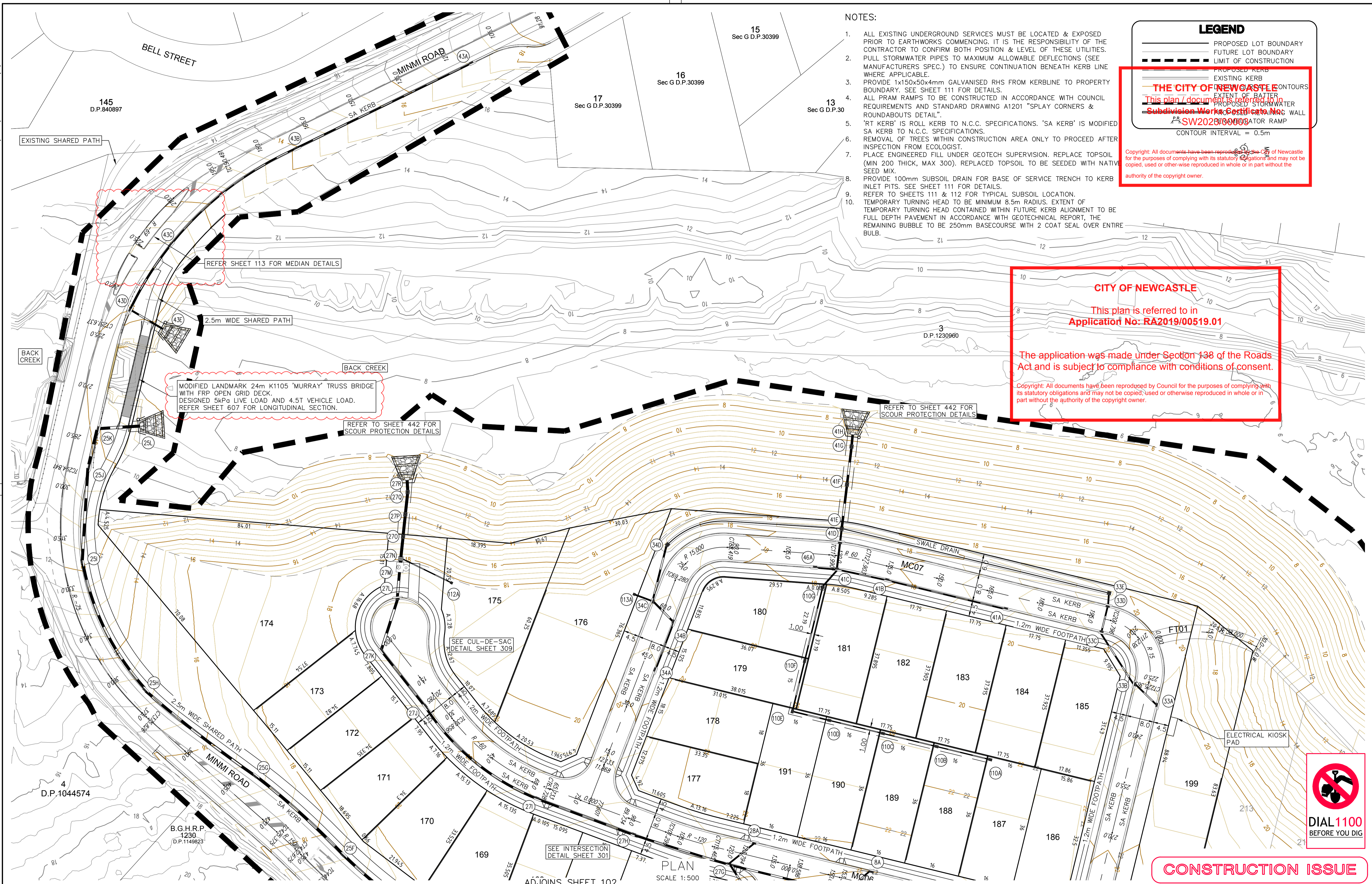
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PLAN TITLE		DETAIL PLAN: SHEET 2												
SURVEYED	DATUM	PROJECT No.	DISCIPLINE	NUMBER	REV.									
ADW Johnson	A.H.D.	239736(1B1) -	ENG	102	6									
DESIGN FILE N:\239736\239736(1B1)\Design\120\CIVIL DESIGN CURRENT							ALL DIMENSIONS ARE IN METRES. DO NOT SCALE							
Plotted By: deawn Plot Date: 31/07/23 - 13:36 Cad File: N:\239736\239736(1B1)\DWG\Engineering\Civil\ENG\Stage 1B1\239736(1B1)-ENG-102(6).dwg														

239736(1B1)-ENG-103(7)



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5	20.12.2021	STORMWATER AND BATTER UPDATED	D.W.	D.W.	M.A.	L.G.									
6	15.02.2022	STORMWATER AND BATTER UPDATED	D.W.	D.W.	M.A.	L.G.									
7	27.06.2023	STORMWATER AND BATTER UPDATED	D.W.	D.W.	M.A.	L.G.									

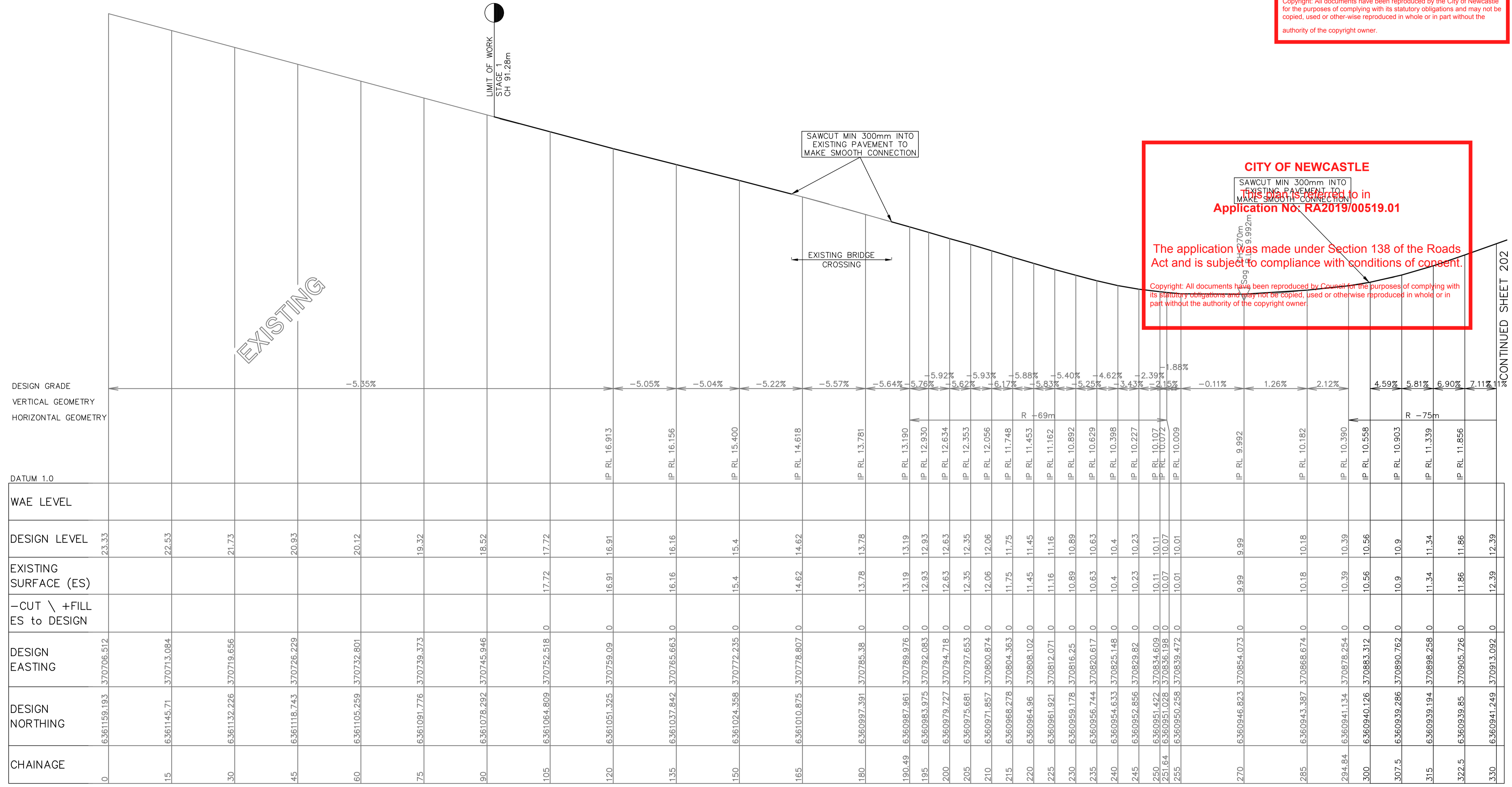
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LONGITUDINAL SECTION MINMI RD
 HORIZONTAL SCALE 1:500
 VERTICAL SCALE 1:100

CONSTRUCTION ISSUE

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CONTINUED SHEET 202

SEE INTERSECTION
DETAIL SHEET 311

INT CH 578.543m
MC01 CH 96.236m

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CONTINUED SHEET 203

K VALUE
DESIGN GRADE
VERTICAL GEOMETRY
HORIZONTAL GEOMETRY

CONTINUED SHEET 201

CHAINAGE	DESIGN NORTHING	DESIGN EASTING	- CUT \ + FILL ES to DESIGN	EXISTING SURFACE (ES)	DESIGN LEVEL	WAE LEVEL	DATUM 5.0
330	6360941.249	370913.092	0	12.39	12.39		
337.5	6360943.377	370920.28	0	12.92	12.92	IP RL 12.923	
345	6360946.211	370927.221	0	13.43	13.43	IP RL 13.432	
352.5	6360949.724	370933.843	0	13.94	13.94	IP RL 13.938	R - 75m
360	6360953.881	370940.082	0	14.4	14.4	IP RL 14.400	
365	6360956.989	370943.997	0	14.69	14.69	IP RL 14.692	
375	6360963.953	370951.184	-0.02	15.21	15.2		
375.83	6360964.57	370951.713	-0.01	15.25	15.24		
383.43	6360970.275	370956.738	0.02	15.61	15.62		
390	6360975.207	370961.081	0.04	15.91	15.95		
405	6360986.463	370970.996	0.11	16.6	16.71		
420	6360987.72	370980.91	0.19	17.27	17.47		
425.37	6361001.754	370984.462	0.23	17.51	17.74		R - 150m
432.67	6361007.112	370989.418	0.24	17.87	18.11		
435	6361008.78	370991.038	0.24	17.99	18.23		
443.35	6361014.773	370996.858	0.24	18.41	18.65		
446.25	6361016.872	370998.659	0.25	18.55	18.79		
450	6361019.636	371001.388	0.26	18.73	18.98		
465	6361031.273	371010.843	0.29	19.4	19.69		
476.25	6361040.558	371017.199	0.29	19.9	20.19	IP RL 20.310	
480	6361043.745	371019.168	0.29	20.06	20.35		R - 160m
495	6361056.941	371026.288	0.24	20.7	20.94		
506.25	6361067.247	371030.802	0.14	21.2	21.34		
510	6361070.745	371032.142	0.11	21.35	21.47		
518.06	6361078.37	371034.745	0.08	21.67	21.74		
524	6361084.068	371036.416	0.05	21.89	21.95		
525	6361085.037	371036.678	0.04	21.94	21.98		
528.46	6361088.387	371037.532	0.02	22.08	22.11	IP RL 22.101	
528.59	6361088.512	371037.562	0.02	22.09	22.11		
530.33	6361090.213	371037.965	0.02	22.16	22.18		
530.87	6361090.74	371038.087	0.02	22.18	22.2		
534.2	6361093.98	371038.836	0.02	22.32	22.33		
540	6361099.631	371040.142	-0	22.54	22.53		
543.59	6361103.124	371040.949	-0.03	22.67	22.65	IP RL 22.745	
555	6361114.246	371043.519	-0.16	23.09	22.92		
558.59	6361117.739	371044.327	-0.23	23.22	22.99		
570	6361128.861	371046.897	-0.45	23.62	23.17		
576.63	6361135.317	371048.389	-0.58	23.86	23.28		
578.06	6361136.713	371048.712	-0.62	23.92	23.3		
578.54	6361137.185	371048.819	-0.64	23.94	23.3		
585	6361143.442	371050.412	-0.79	24.21	23.42	IP RL 23.300	
595.6	6361153.738	371052.922	-1.04	24.64	23.6		
600	6361158.015	371053.965	-1.12	24.81	23.68		
610.6	6361168.311	371056.475	-1.2	25.17	23.97	IP RL 23.853	
615	6361172.588	371057.518	-1.18	25.31	24.12		
618.92	6361176.401	371058.447	-1.15	25.42	24.27		
619.18	6361176.65	371058.508	-1.15	25.43	24.28		
625.6	6361182.885	371060.028	-1.05	25.62	24.57		
630	6361187.162	371061.071	-0.97	25.75	24.78		
630.56	6361187.71	371061.204	-0.96	25.77	24.81		
630.82	6361187.959	371061.265	-0.96	25.78	24.82		
640.73	6361197.584	371063.611	-0.72	26.01	25.29		
645	6361201.735	371064.623	-0.62	26.11	25.49		
660	6361216.308	371068.176	-0.36	26.44	26.08		

LONGITUDINAL SECTION MINMI RD
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CONSTRUCTION ISSUE

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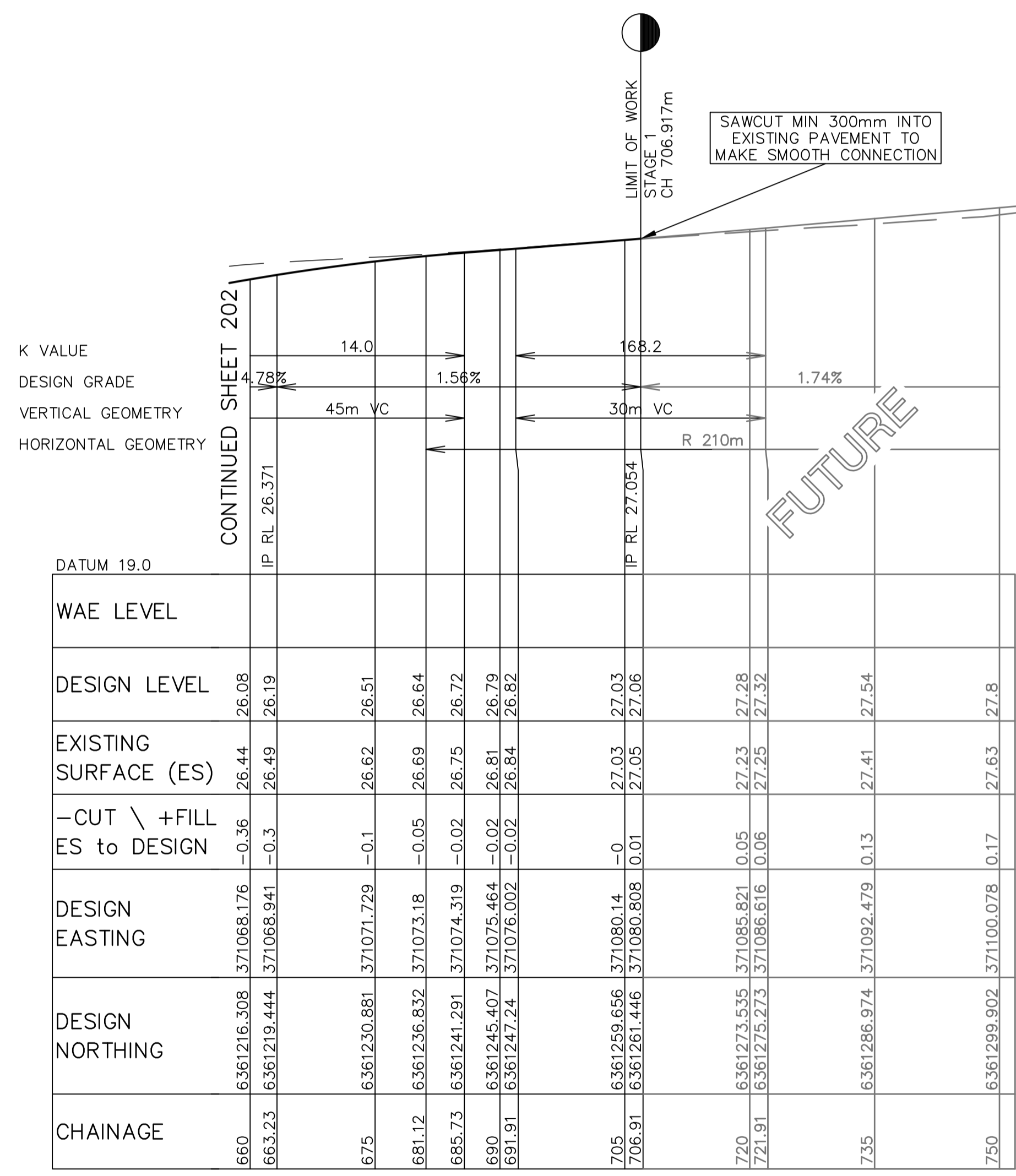
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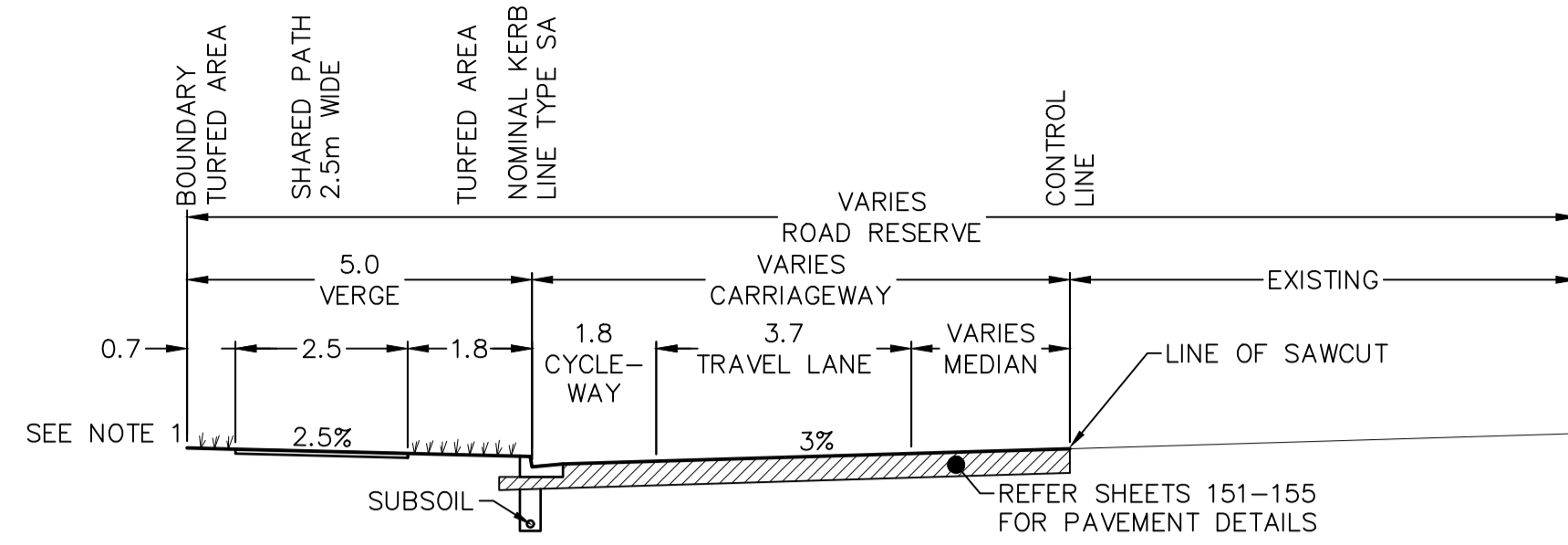


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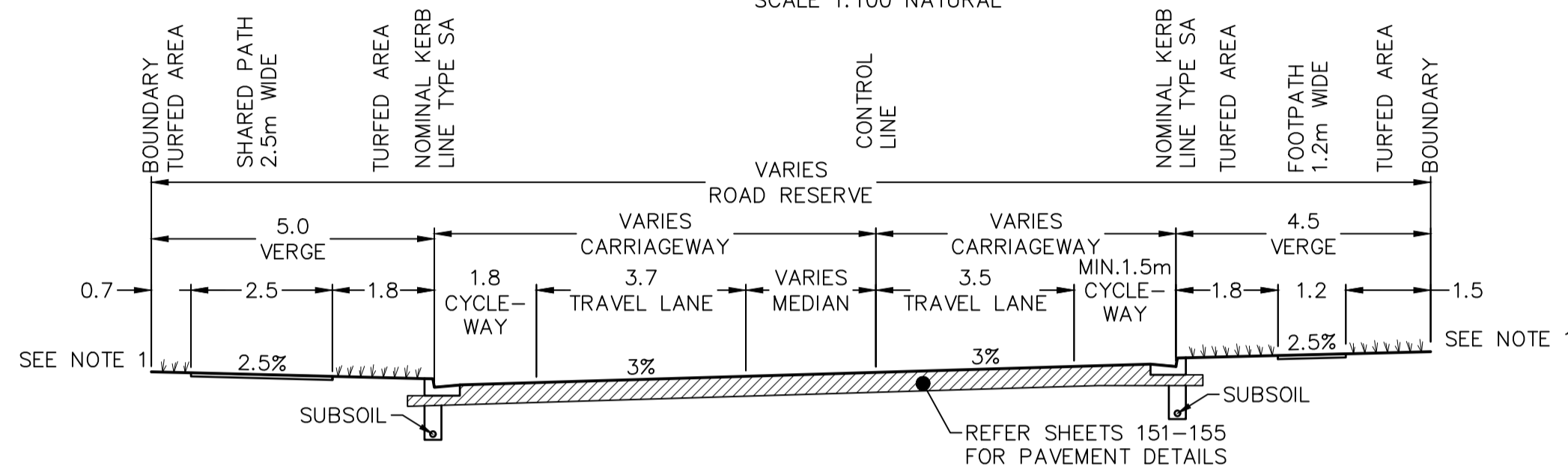
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REV. DATE AMENDMENT DRAWN CHECK DESIGN VERIFY				SCALES VERT: 0 2 4 A1 / A3 1:100 / 1:200 HORIZ: 0 10 20 A1 / A3 1:500 / 1:1000		Hunter Office Unit 7/335 Hillsborough Rd Warners Bay N.S.W. 2282 Phone: (02) 4978 5100 Fax: (02) 4978 5199 email: hunter@adwjohnson.com.au www.adwjohnson.com.au ABN 62 129 445 398		CLIENT WINTEN (No.21) PTY. LTD.		PROPERTY DESCRIPTION PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA 2015/10393		PROJECT MINMI PRECINCT 1B - STAGE 1 PLAN TITLE ROAD LONGITUDINAL SECTION: MINMI ROAD - SHEET 3		SURVEYED ADW Johnson		DATUM A.H.D.		PROJECT No. 239736(1B1) -		DISCIPLINE - ENG -		NUMBER 203		REV. 4	
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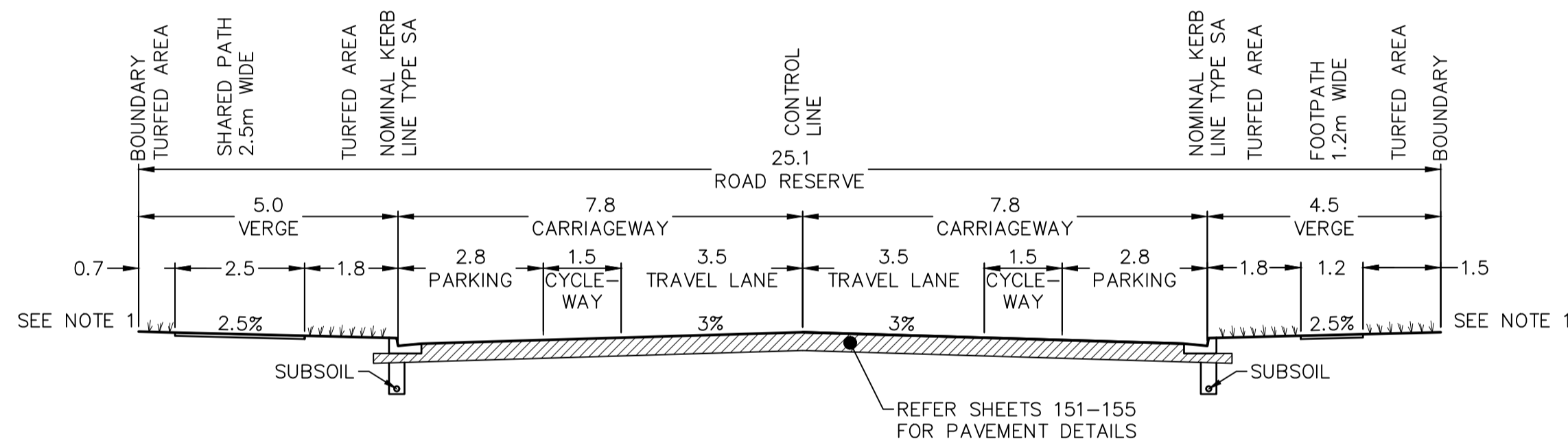
CONSTRUCTION ISSUE



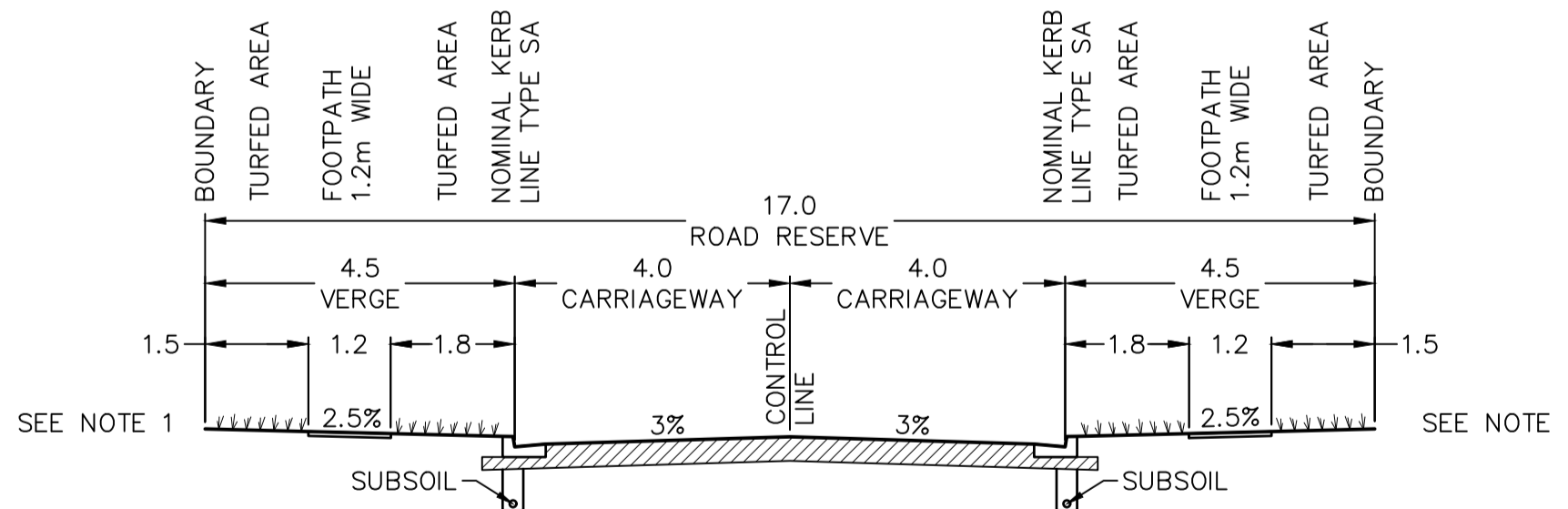
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(CH280.00 TO CH385.00)
SCALE 1:100 NATURAL



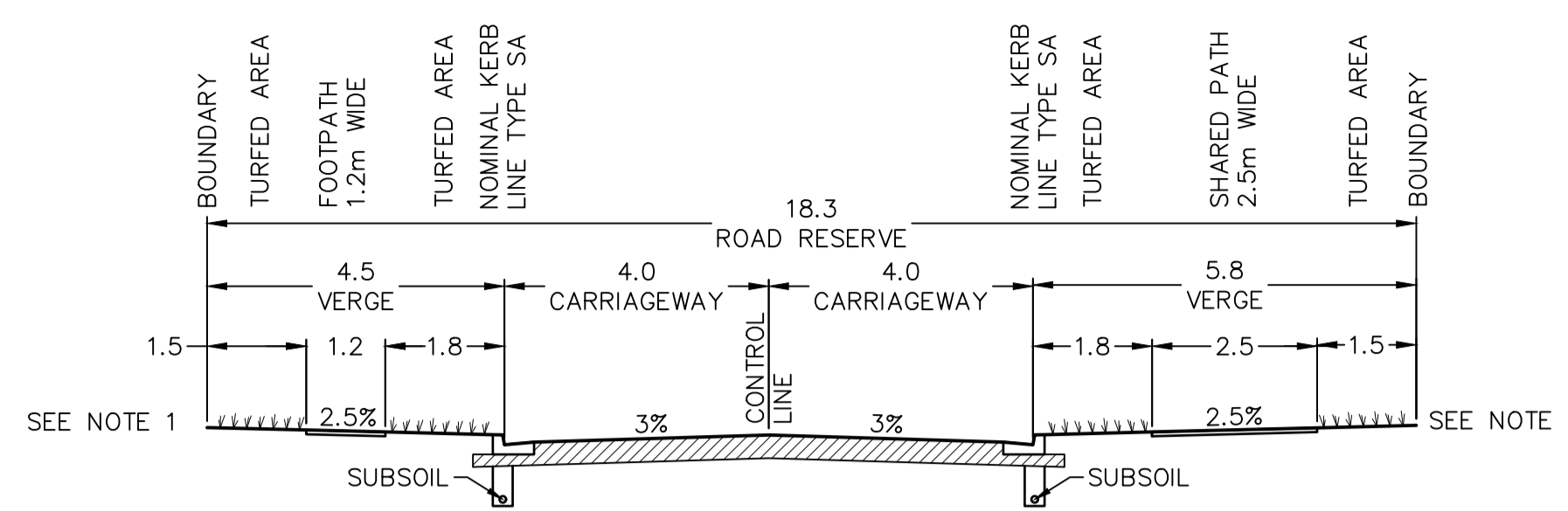
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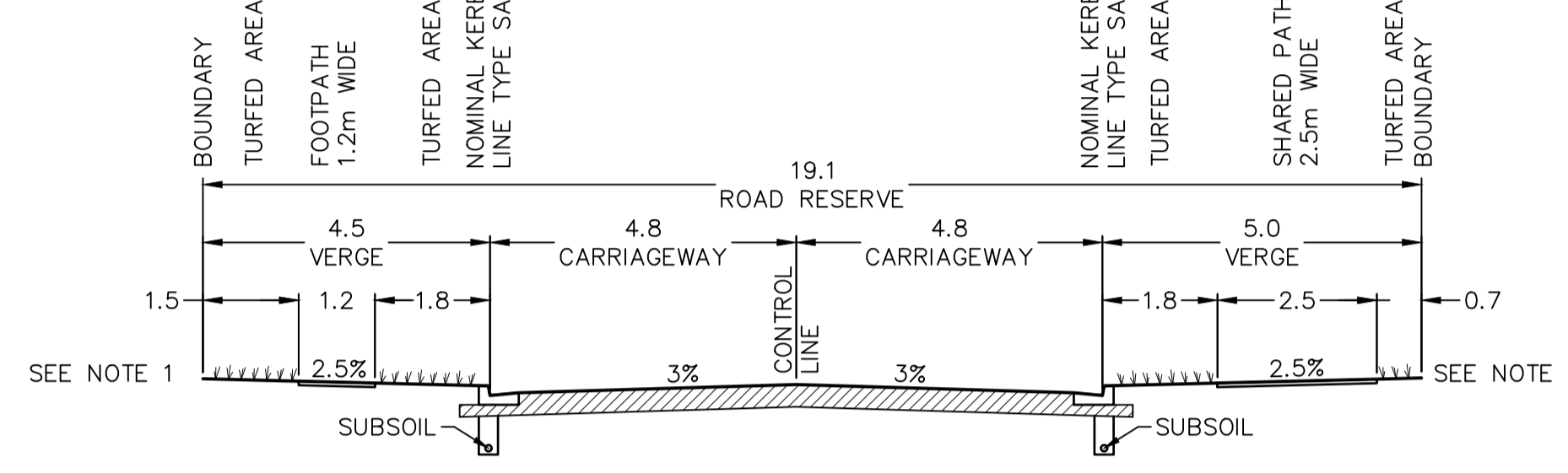
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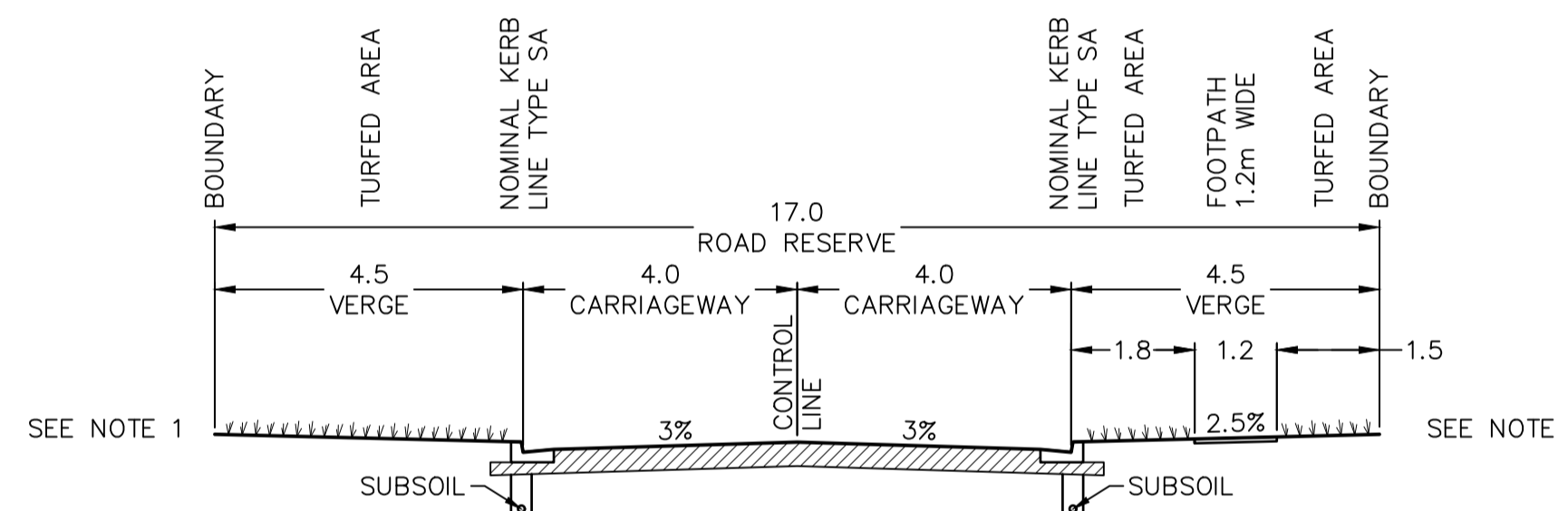
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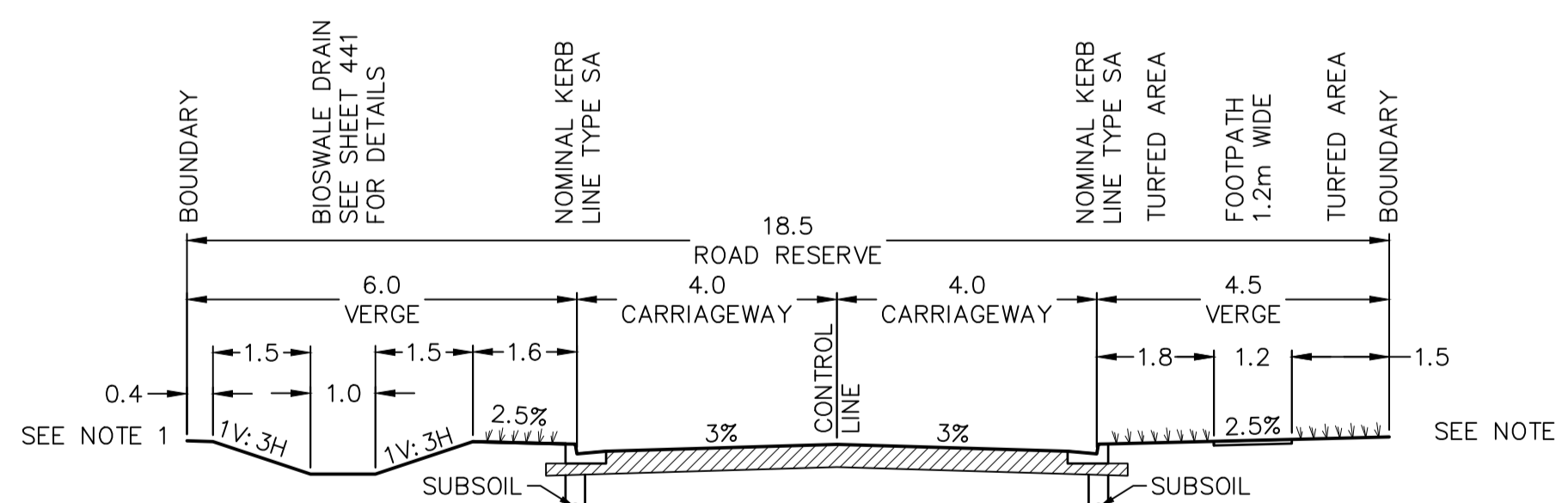
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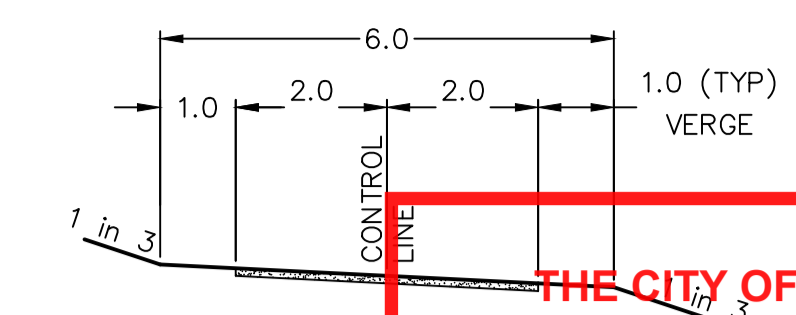
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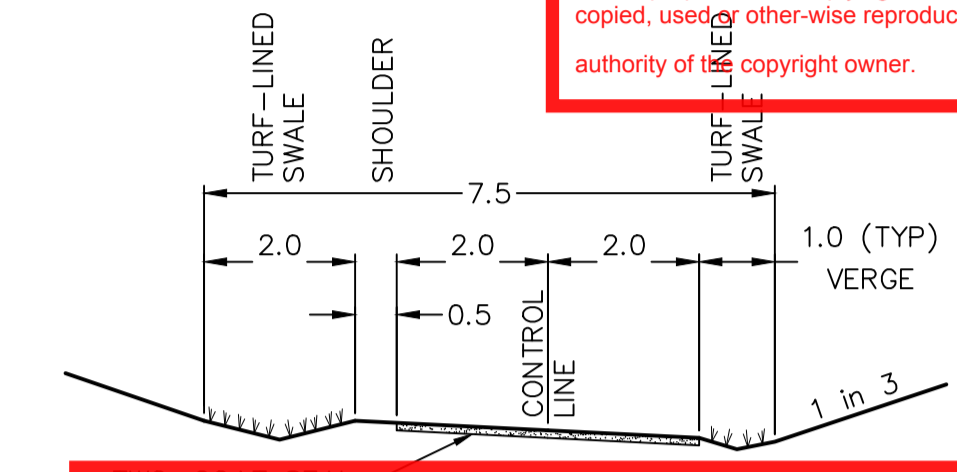
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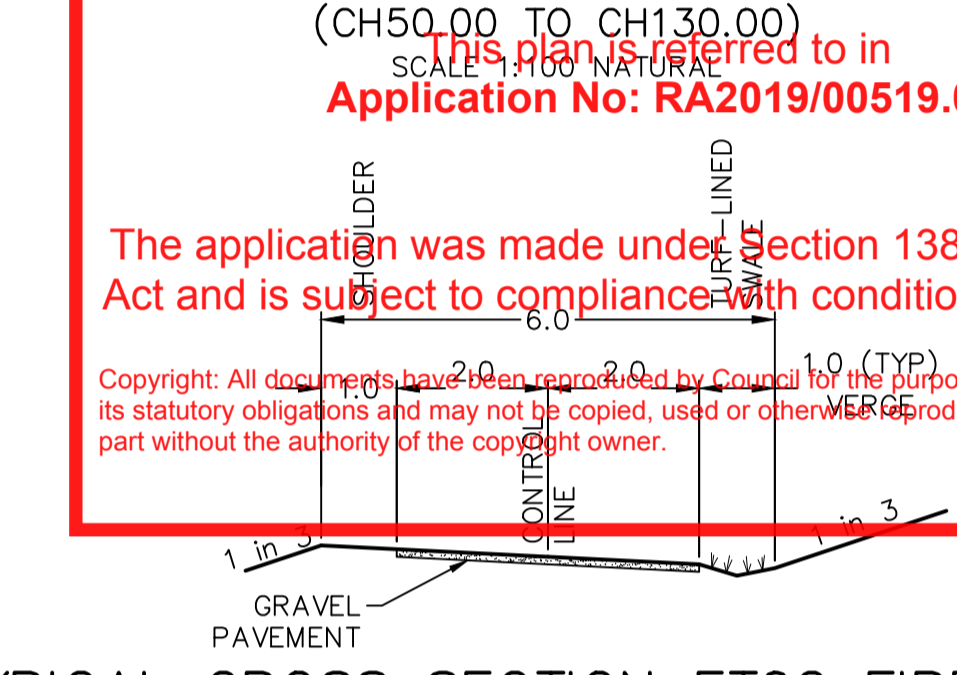
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(CH75.00 TO CH200.00)
SCALE 1:100 NATURAL



TYPICAL CROSS SECTION FT01 FIRE TRAIL
SCALE 1:100 NATURAL



TYPICAL CROSS SECTION FT02 FIRE TRAIL
(CH50.00 TO CH130.00)
SCALE 1:100 NATURAL



TYPICAL CROSS SECTION FT02 FIRE TRAIL
(CH130.00 TO CH450.00)
SCALE 1:100 NATURAL

- NOTES:**
1. REFER TO SHEETS 501 & 504 FOR LOT REGRADE DETAILS.
 2. FOR SUBSOIL DRAINAGE DETAILS REFER TO SHEET 111.
 3. FOR KERB DETAILS REFER TO SHEET 112.
 4. FOR FOOTPATH DETAILS REFER TO SHEET 112.
 5. REFER TO NCC STD DRG A1200 FOR KERB AND GUTTER DETAILS.
 6. REFER TO NCC STD DRG A1401/1402 FOR FOOTPATH AND FOOTPATH JOINT DETAILS.
 7. REFER TO NCC STD DRG A1201 FOR KERB RAMP DETAILS.
 8. REFER TO NCC STD DRG A2003 FOR SUBSOIL AND SUB-PAVEMENT DRAINS.
 9. REFER TO SHEET 219 FOR PAVEMENT DETAILS.

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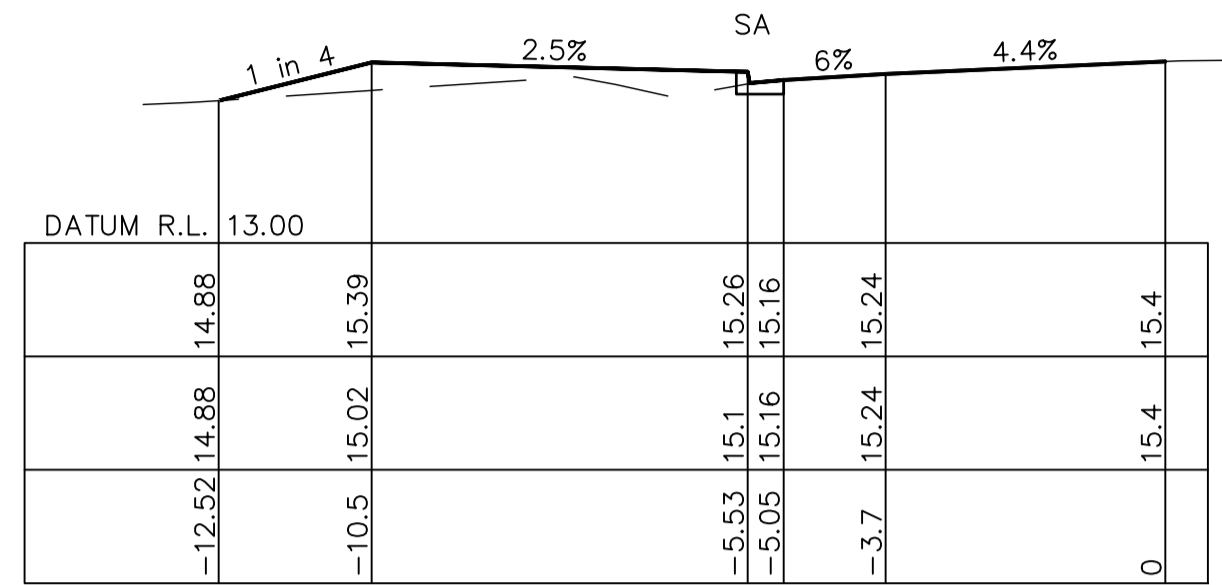
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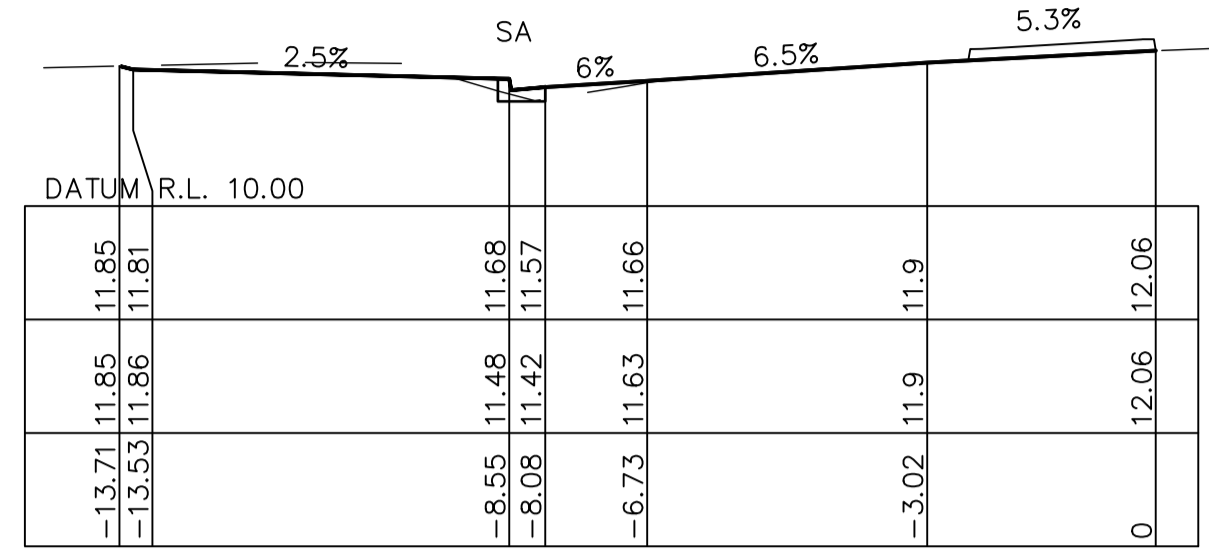
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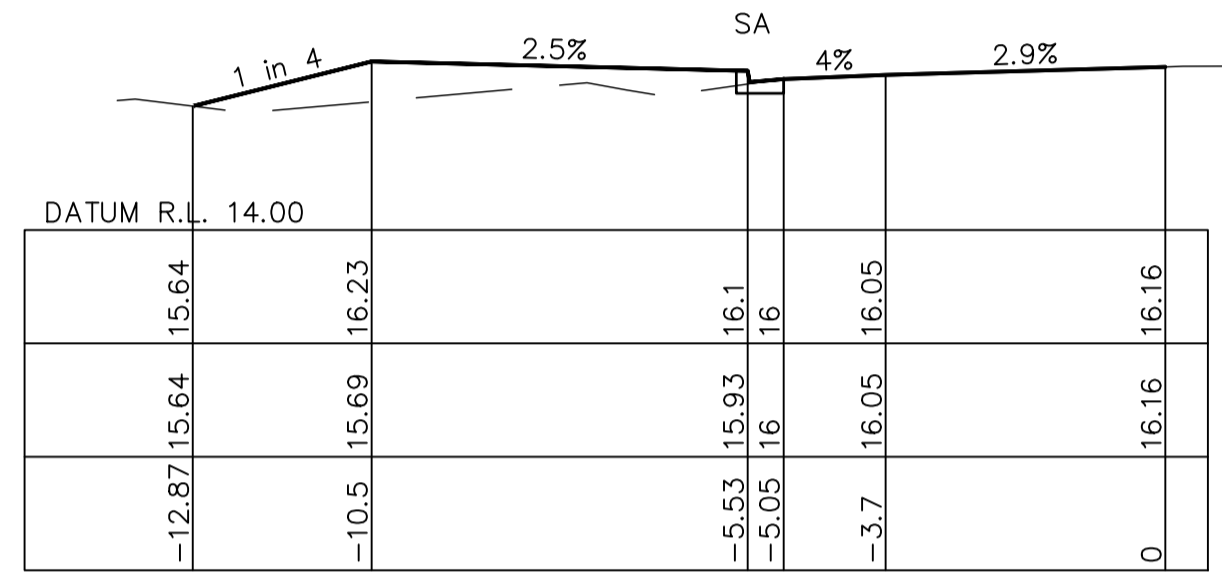
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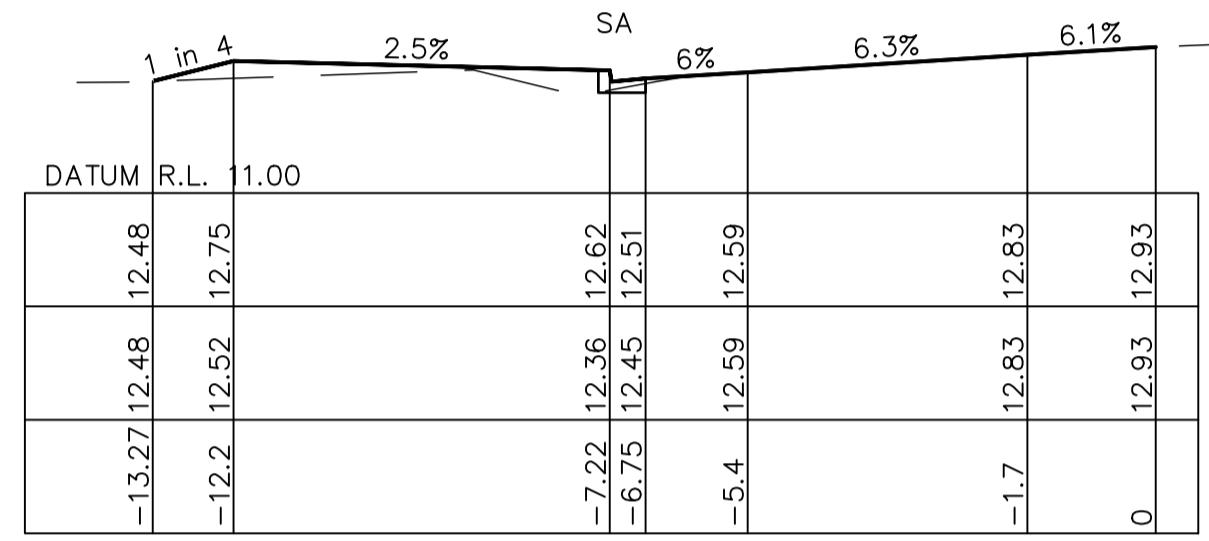
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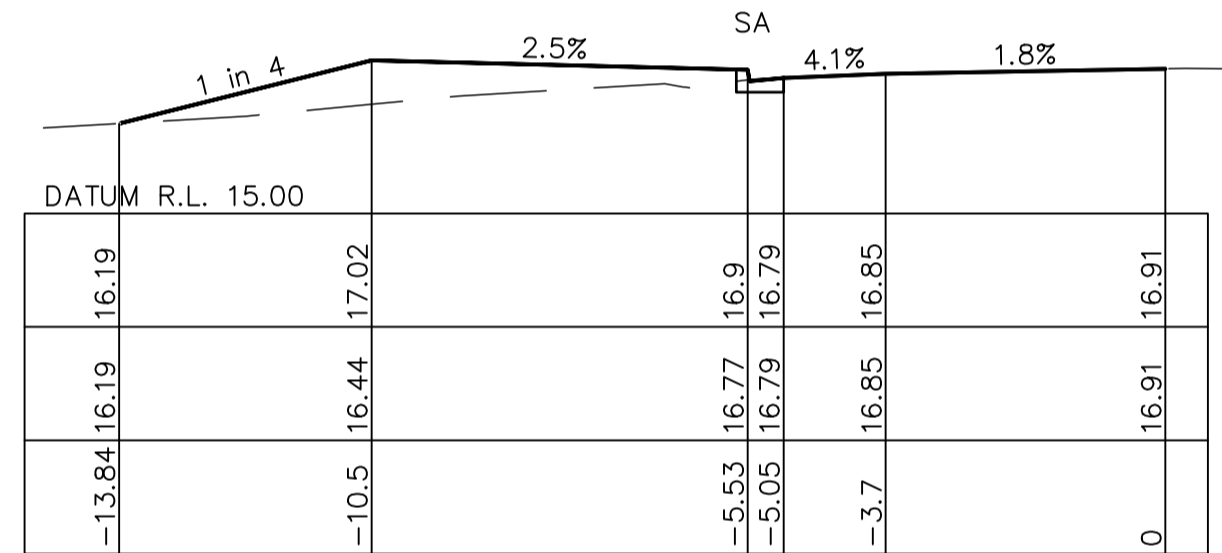
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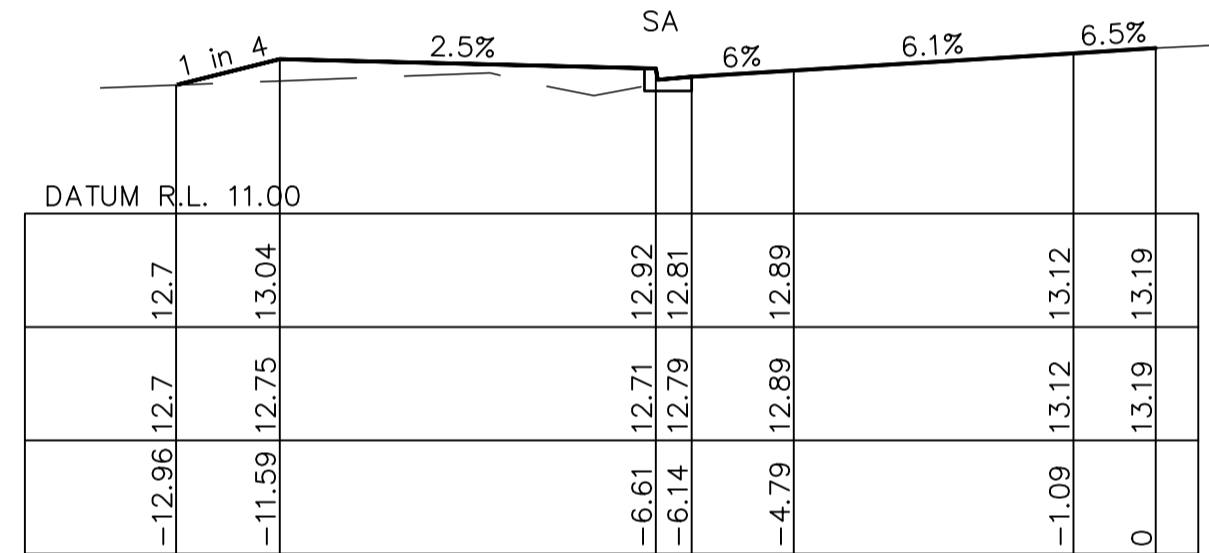
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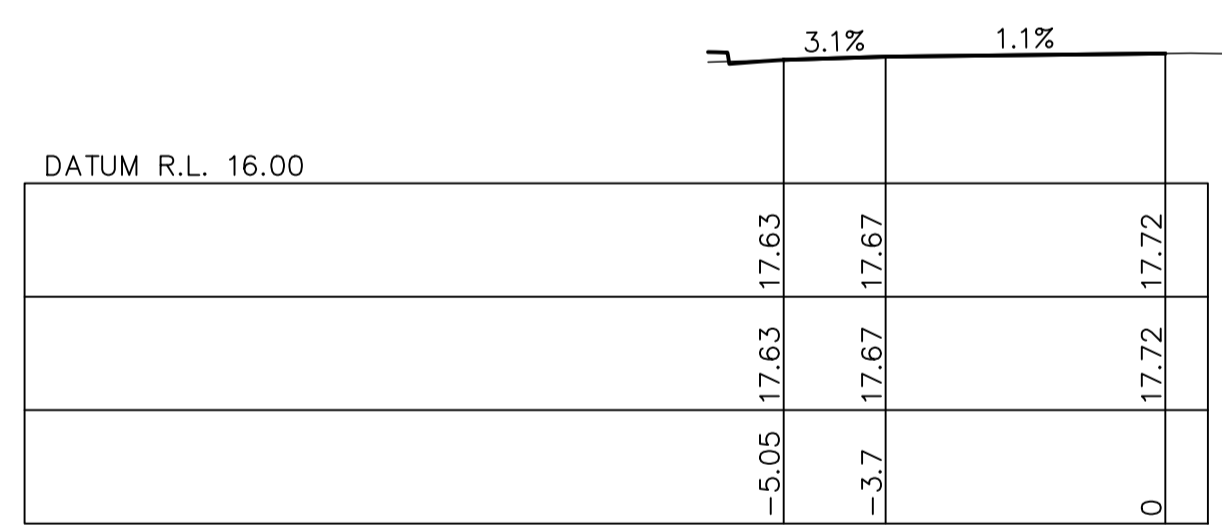
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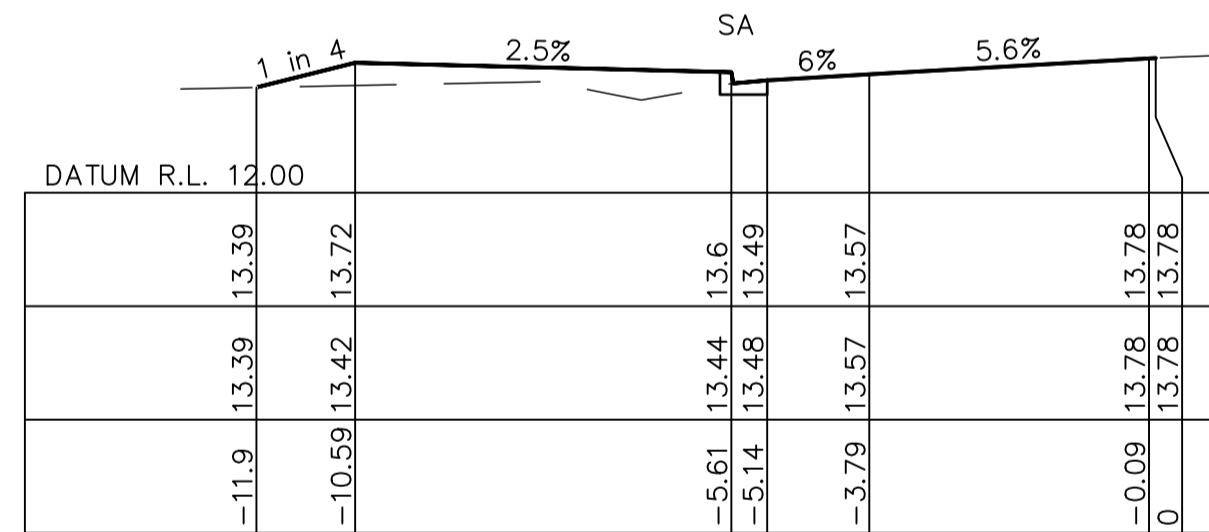
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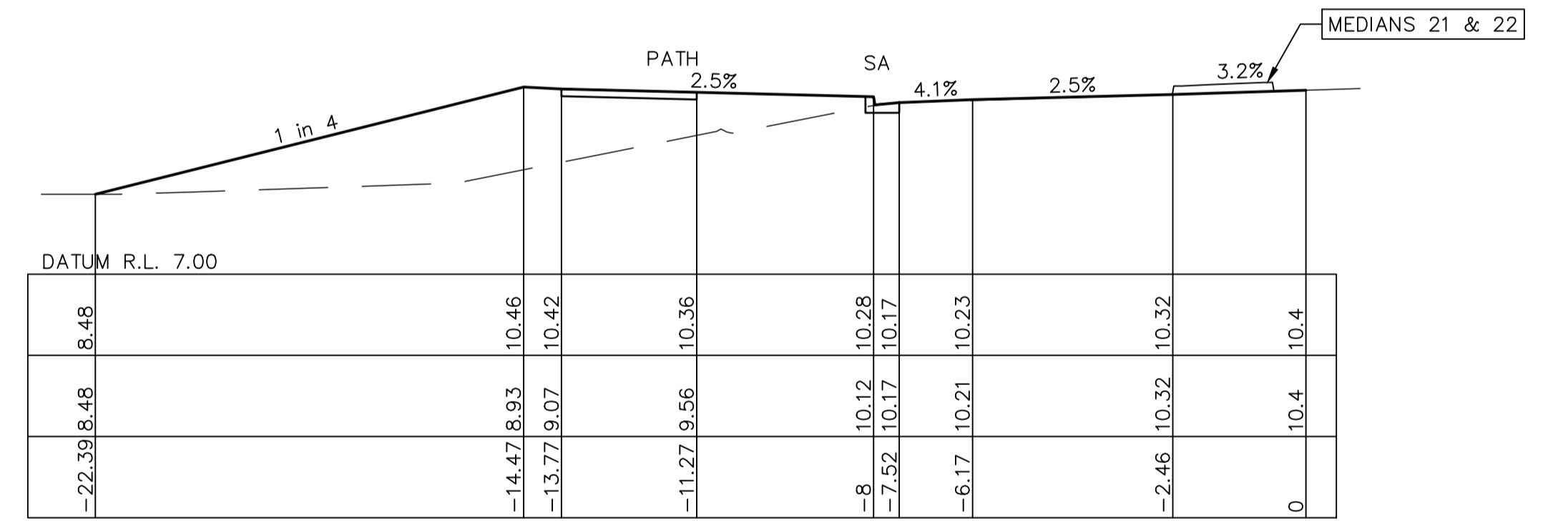
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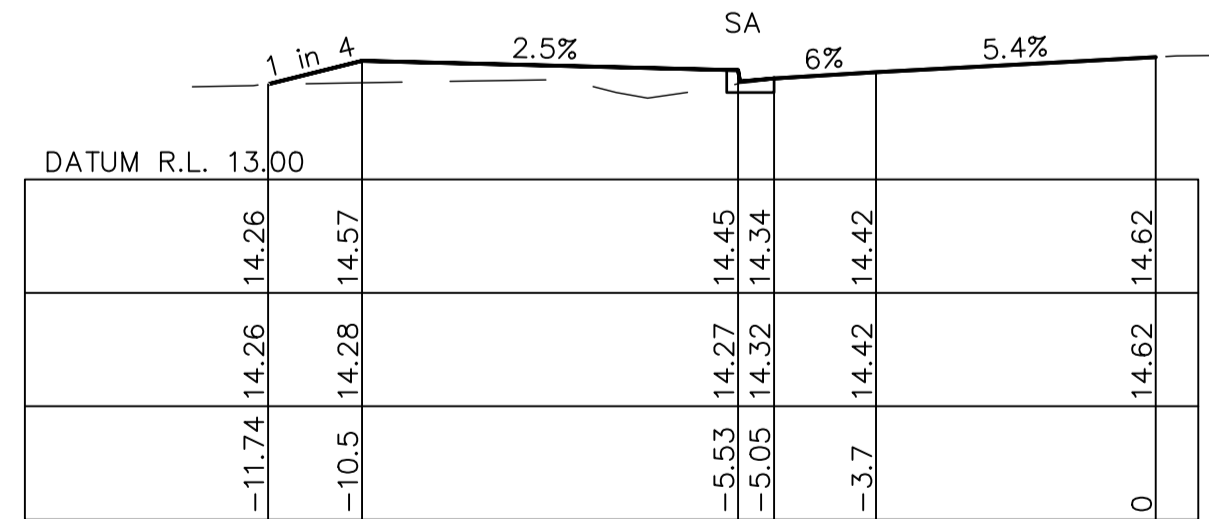
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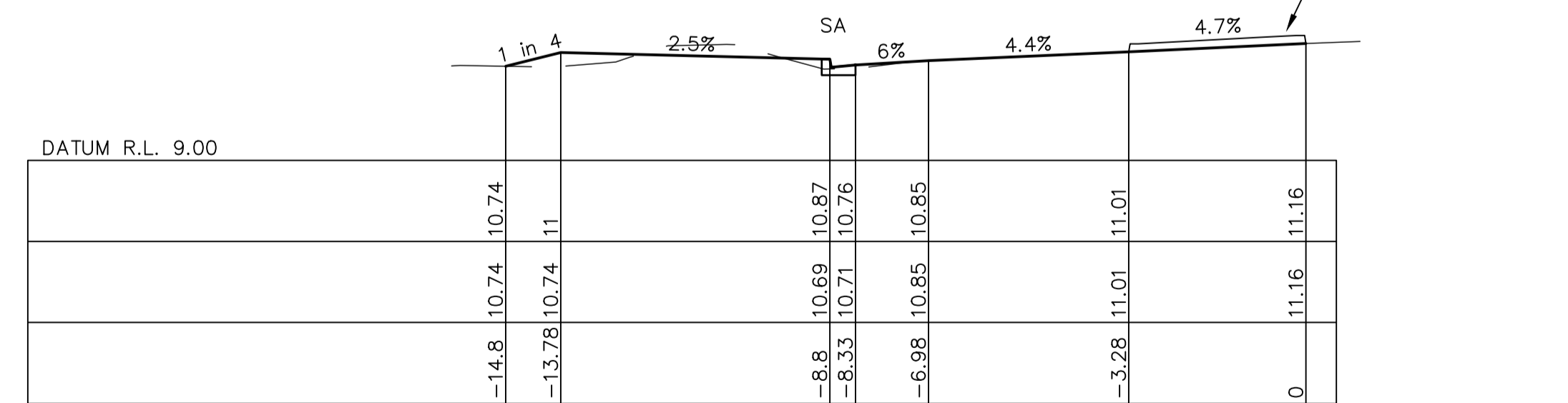
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OFFSET	-5.05

CH 91.28



CH 165



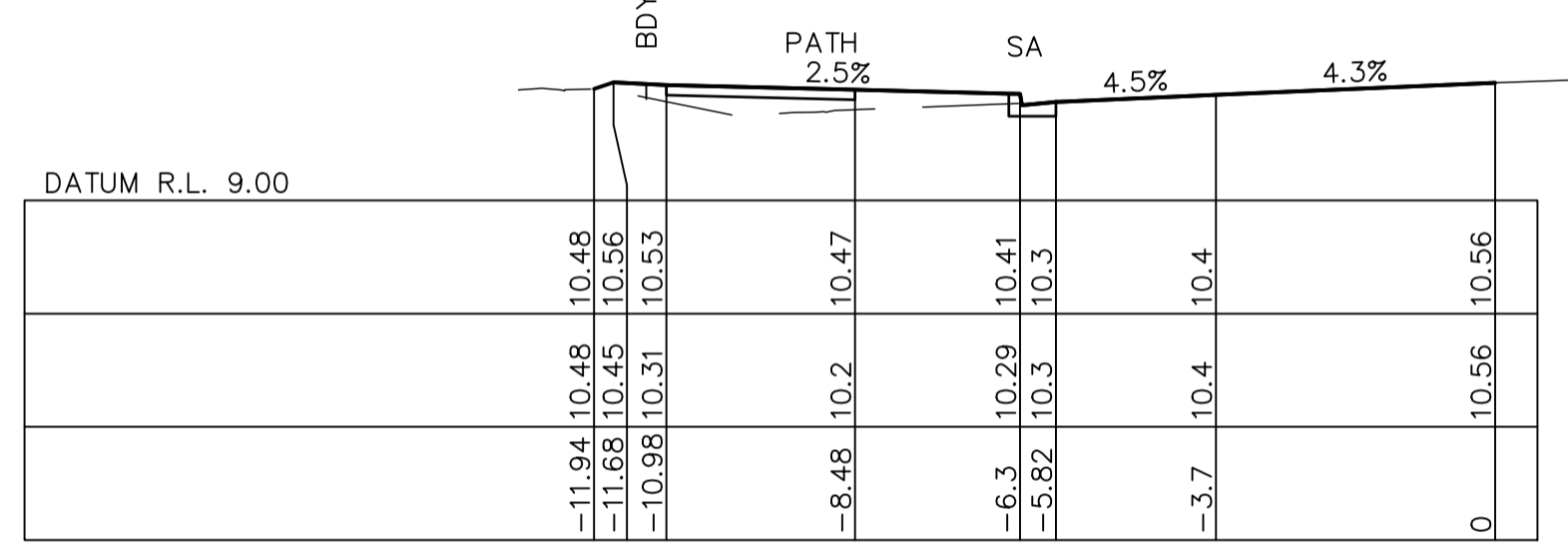
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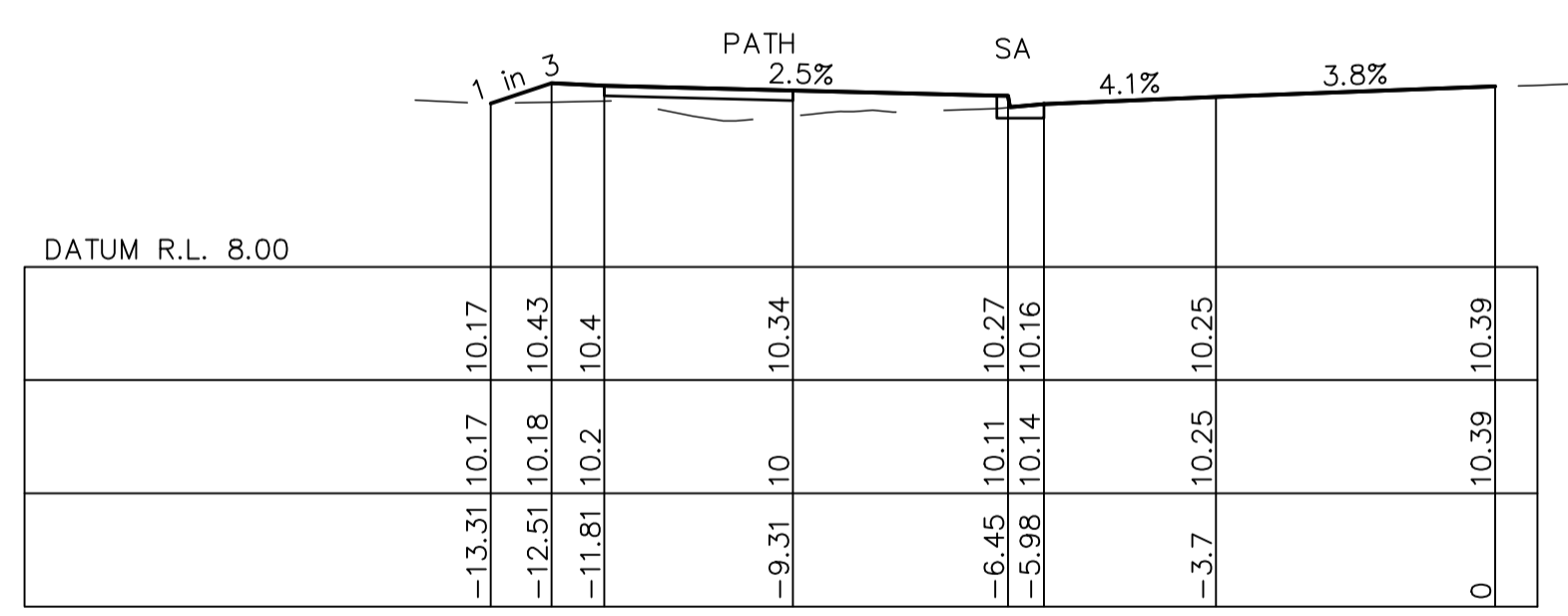
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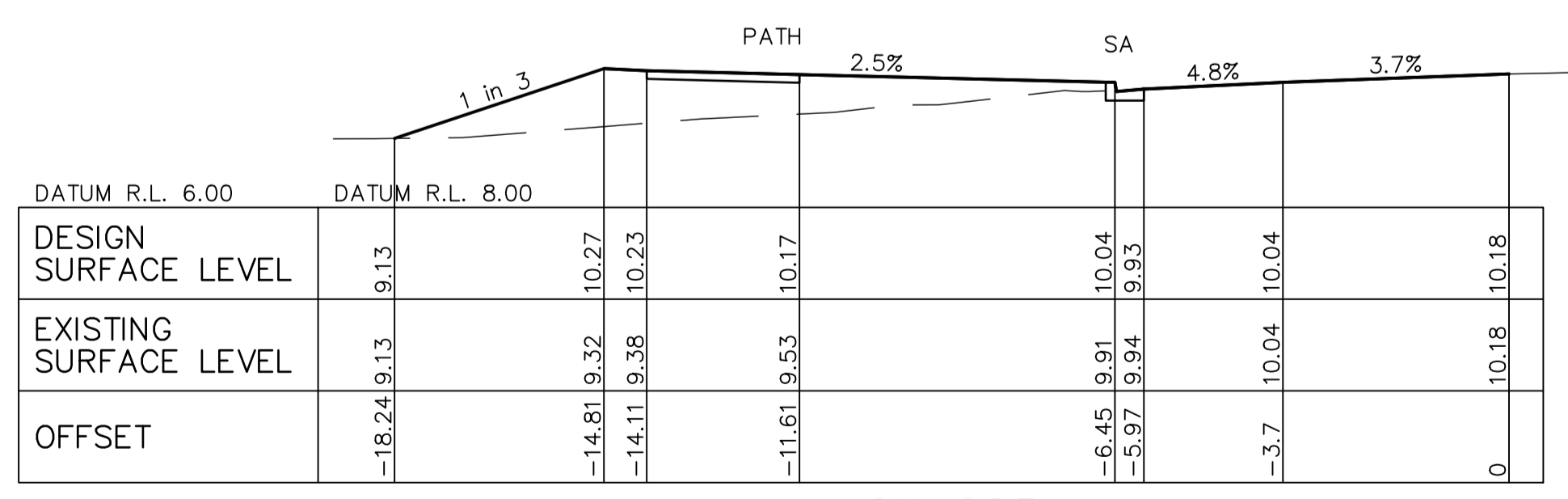
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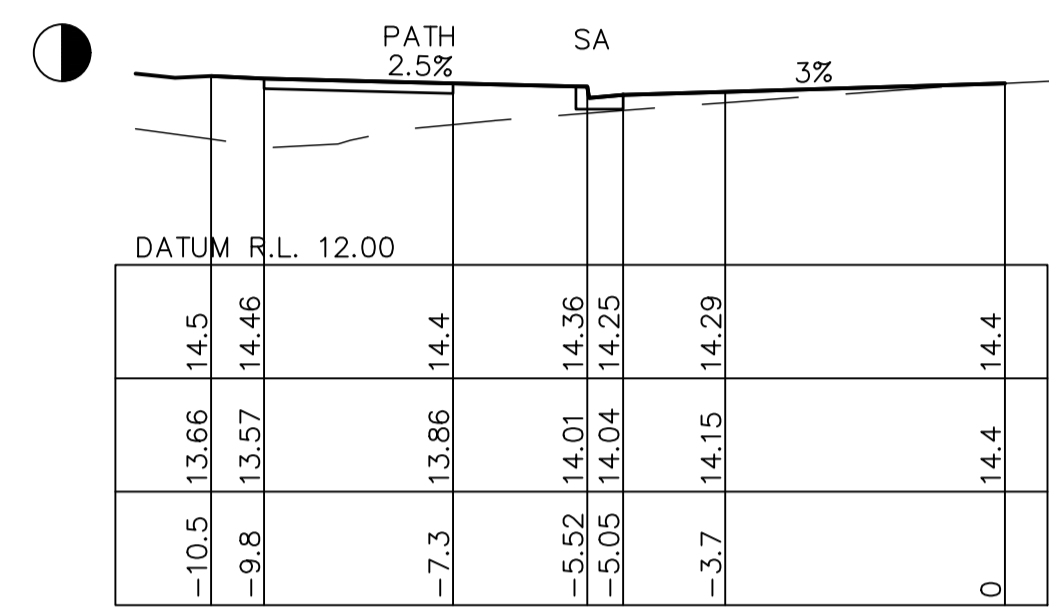
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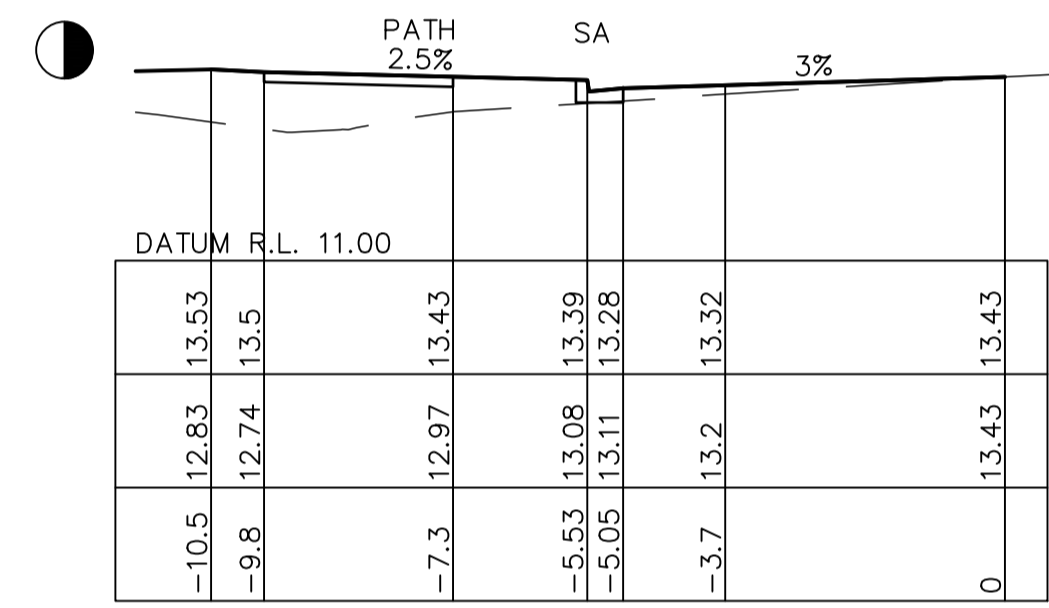
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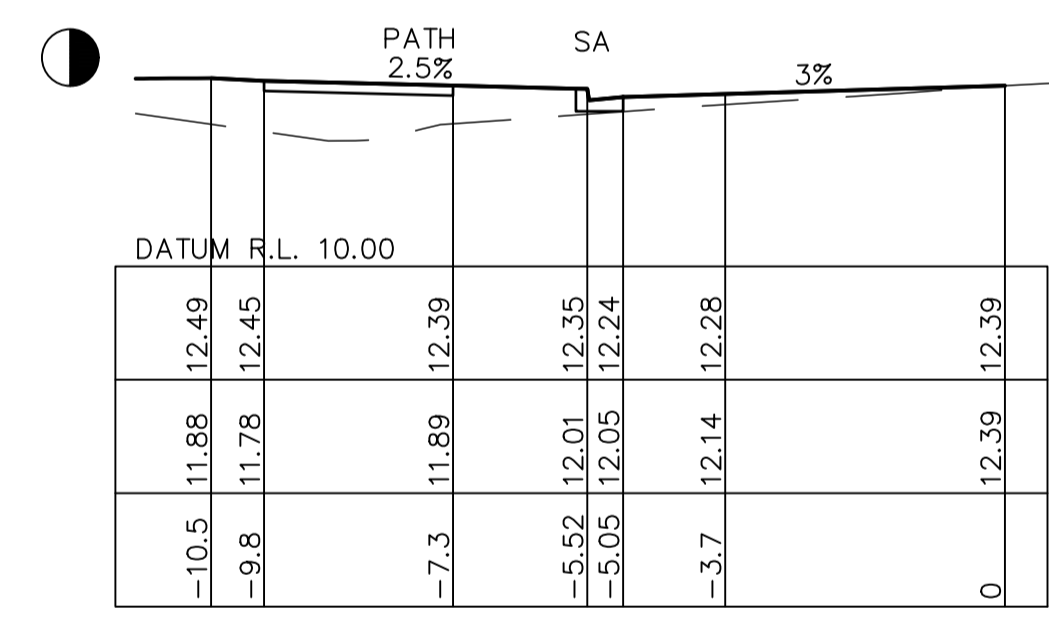
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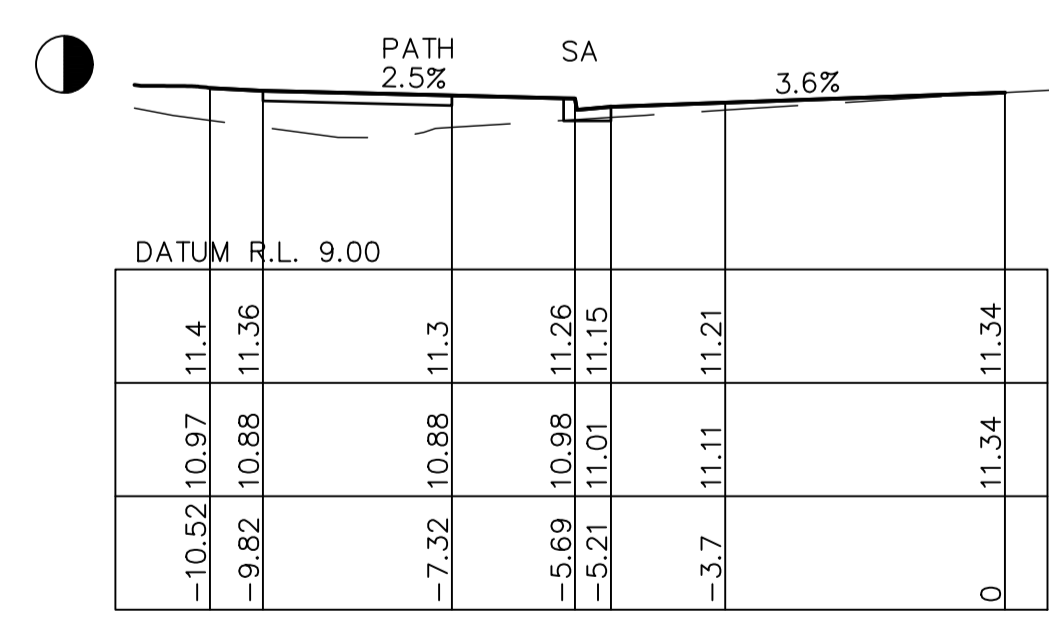
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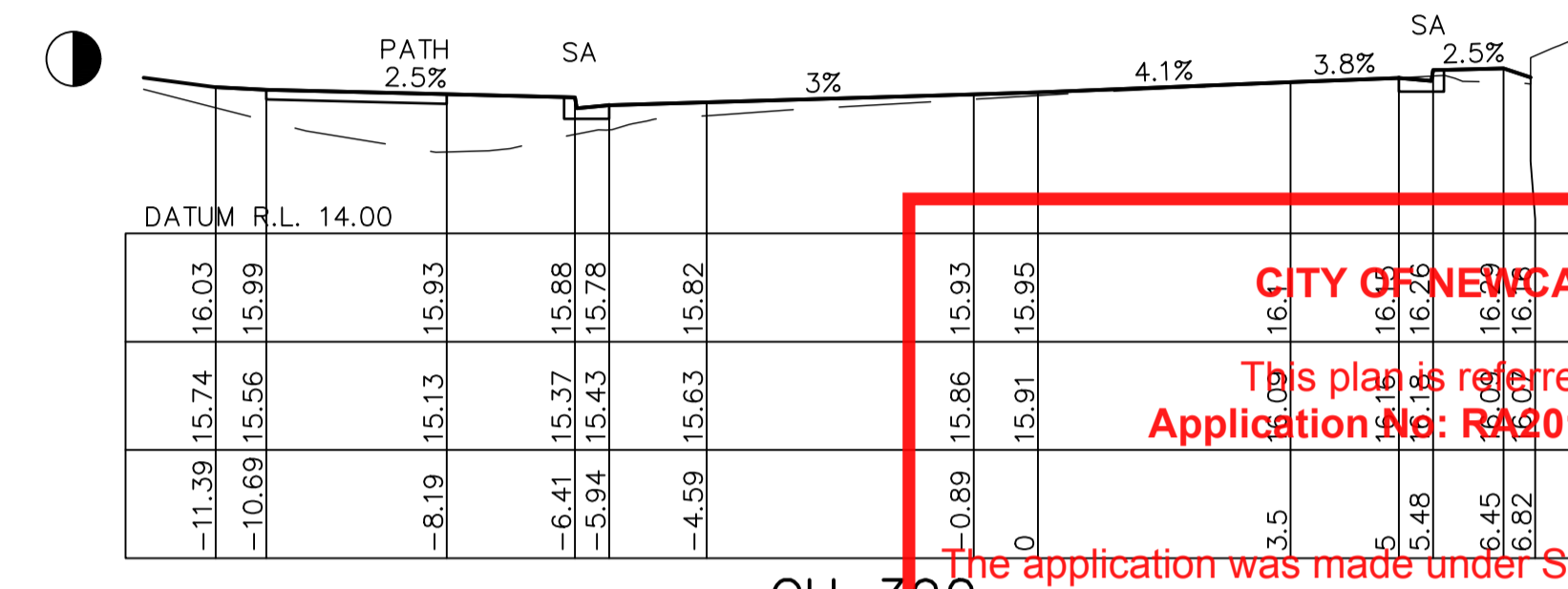
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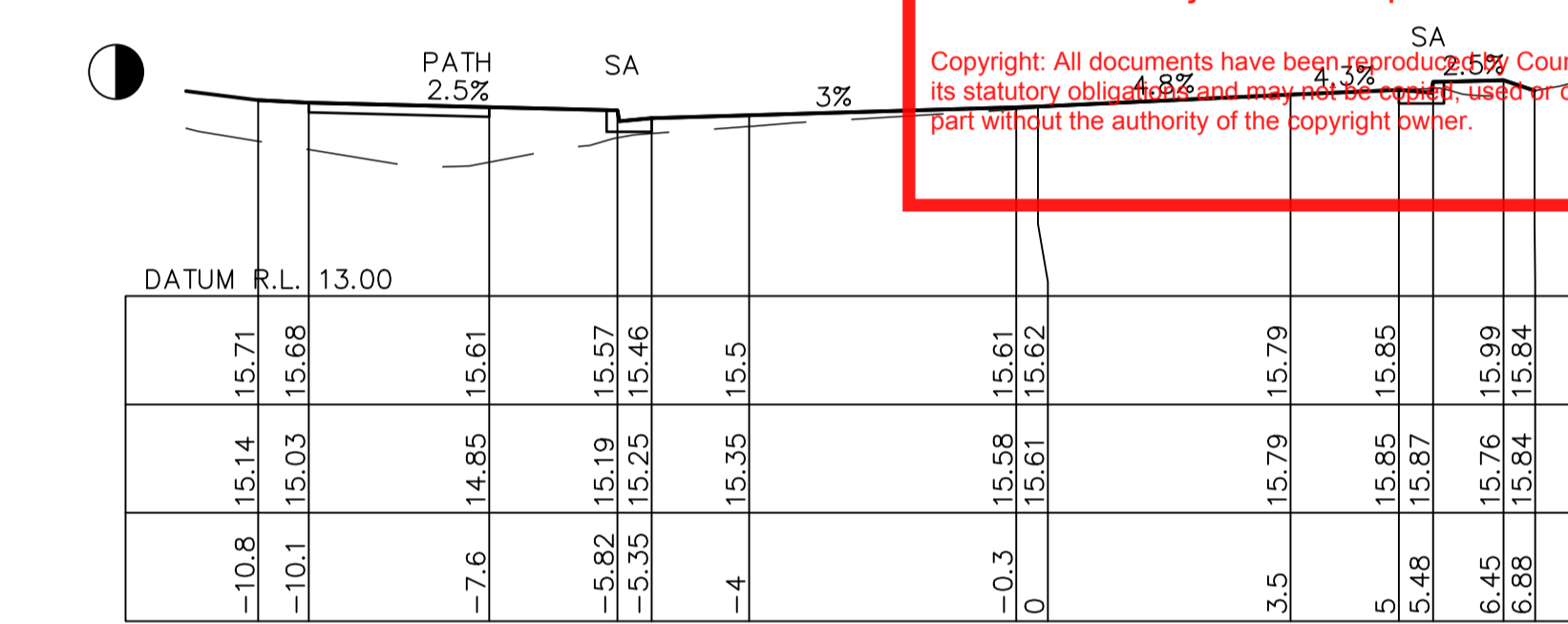
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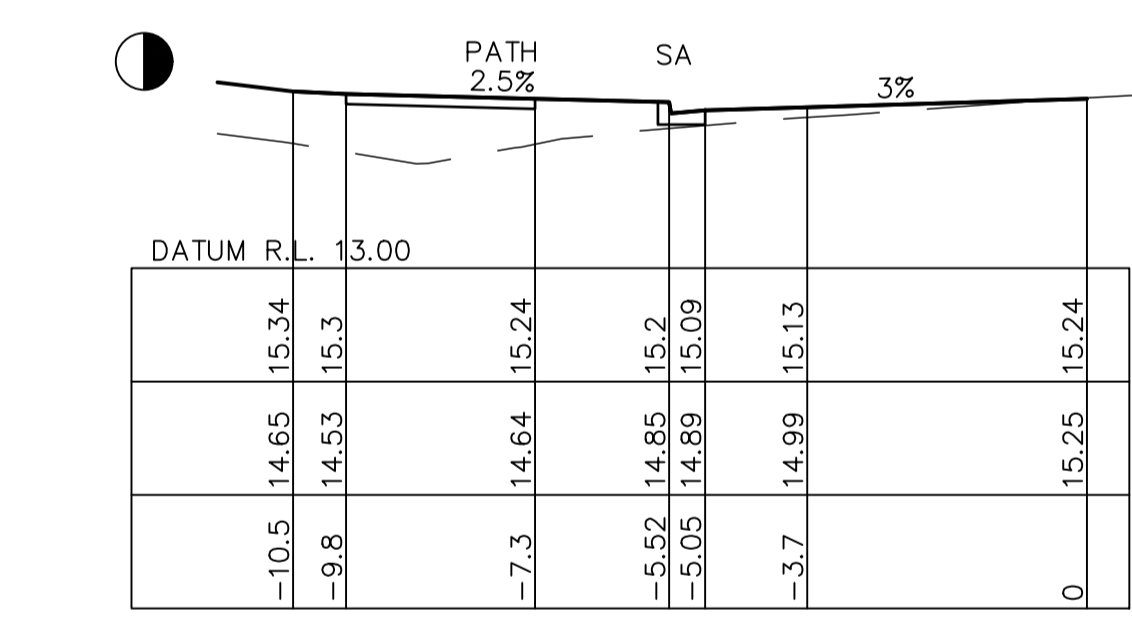
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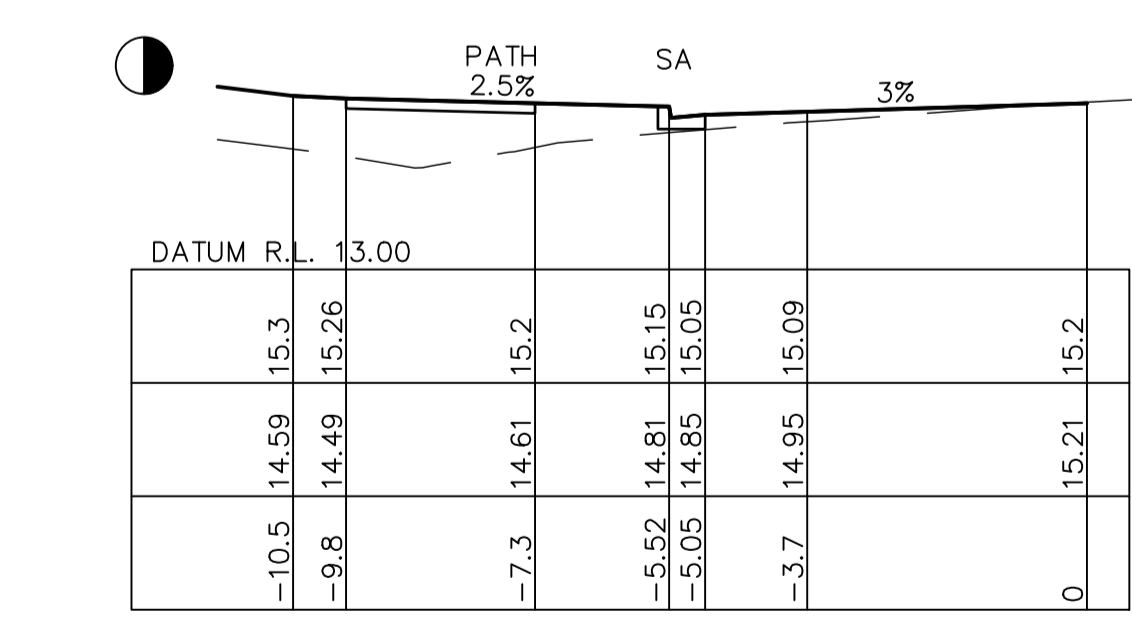
CH 390



CH 383.43



CH 375.83



CH 375

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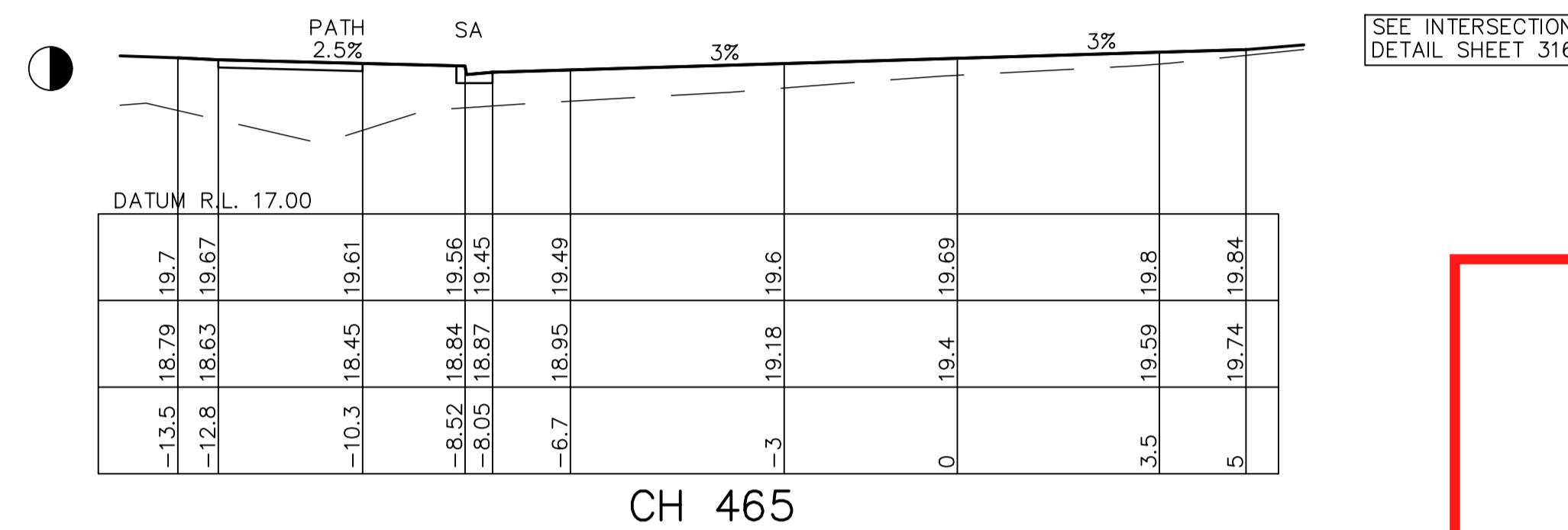
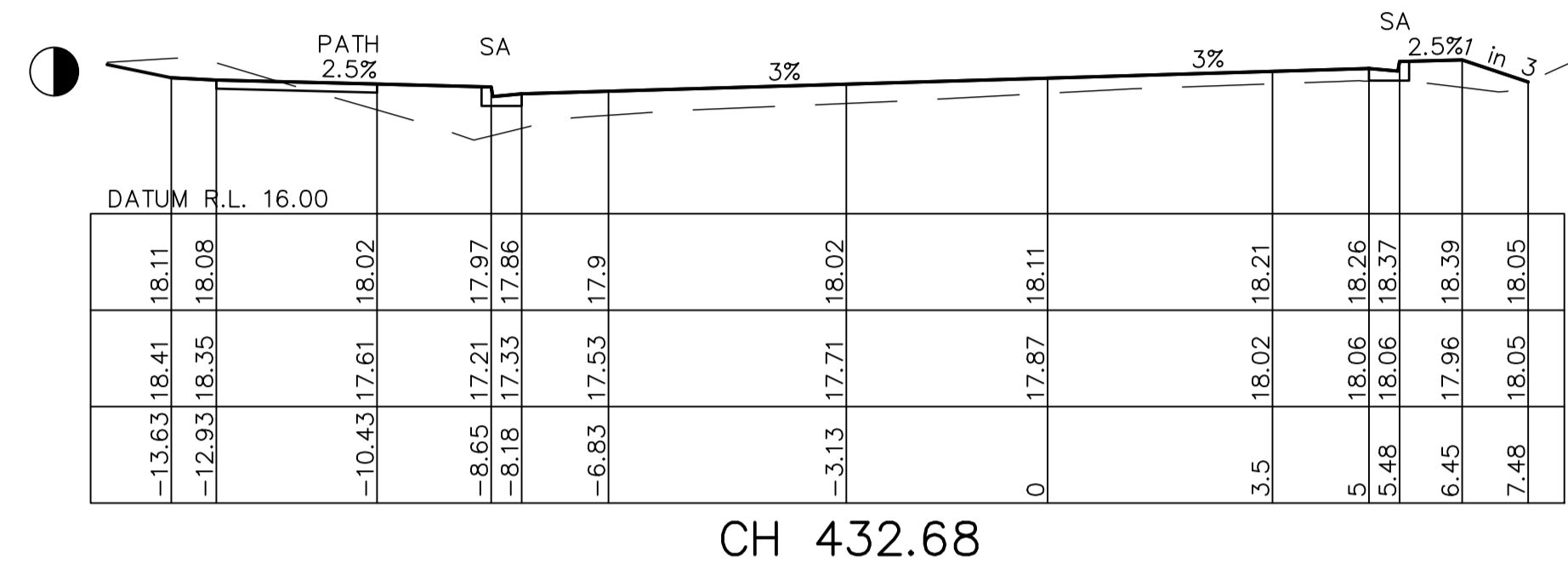
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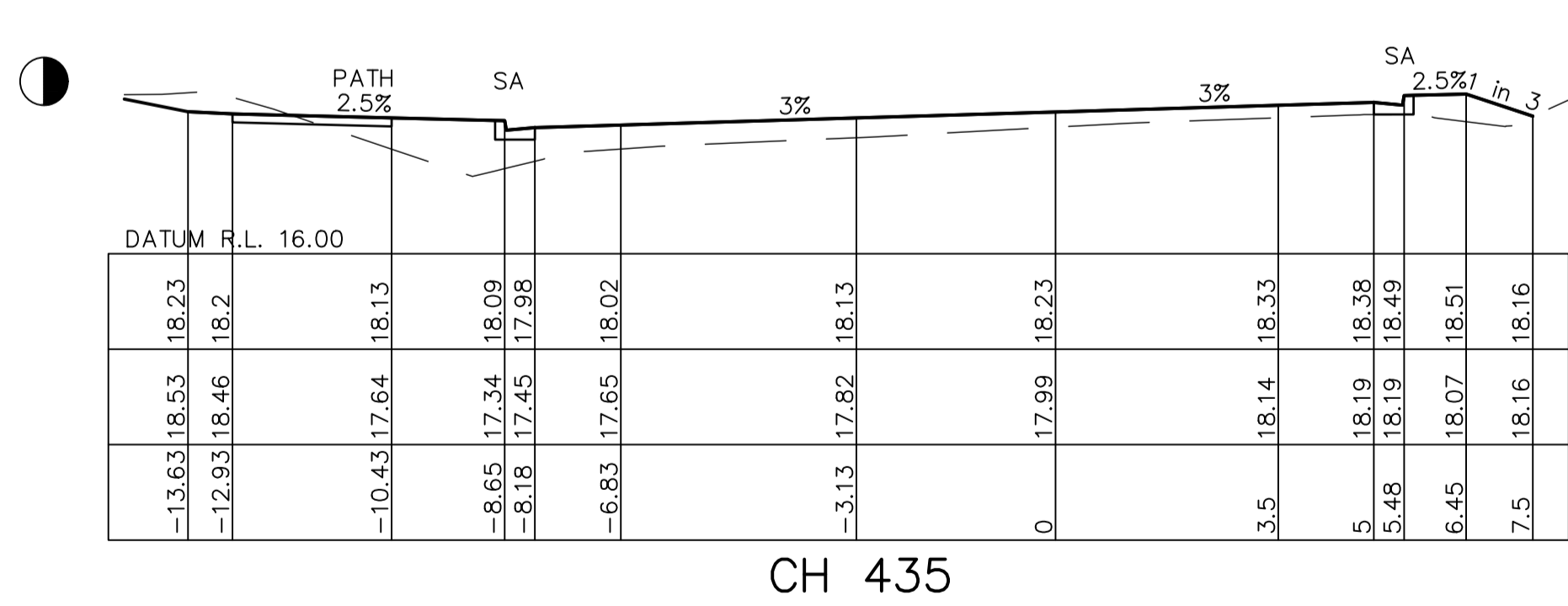
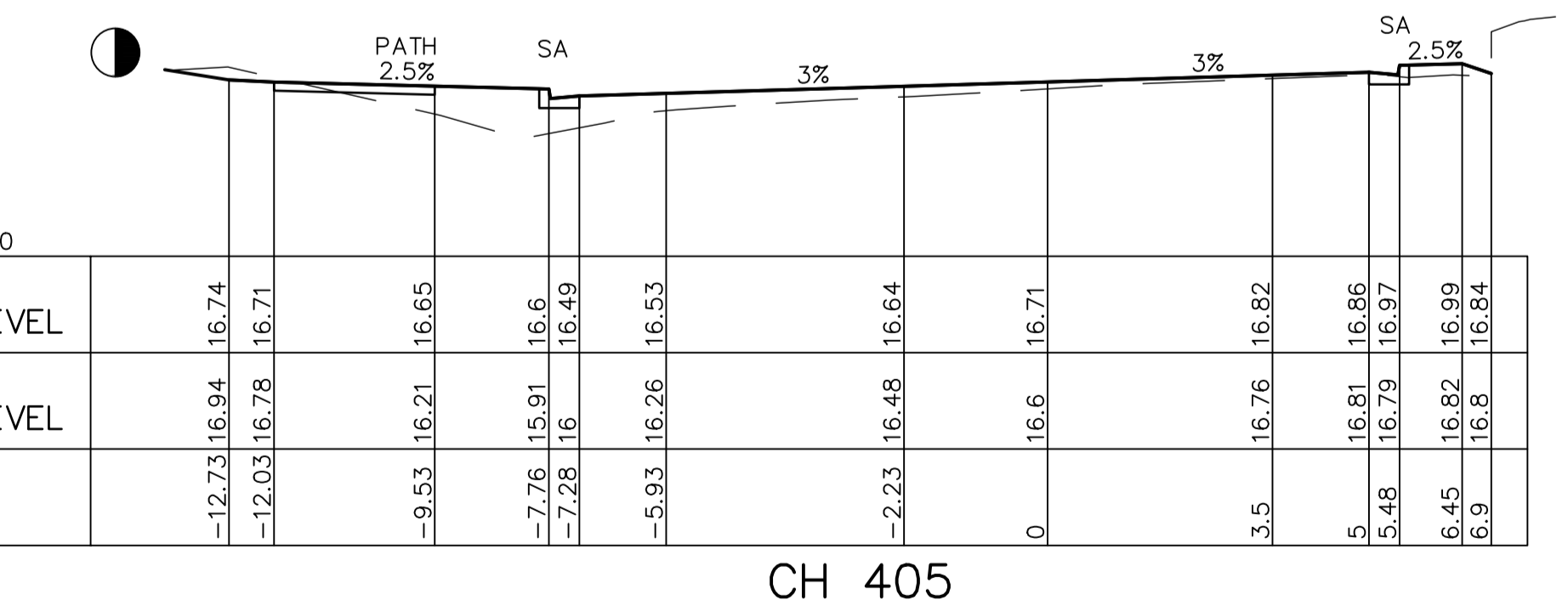
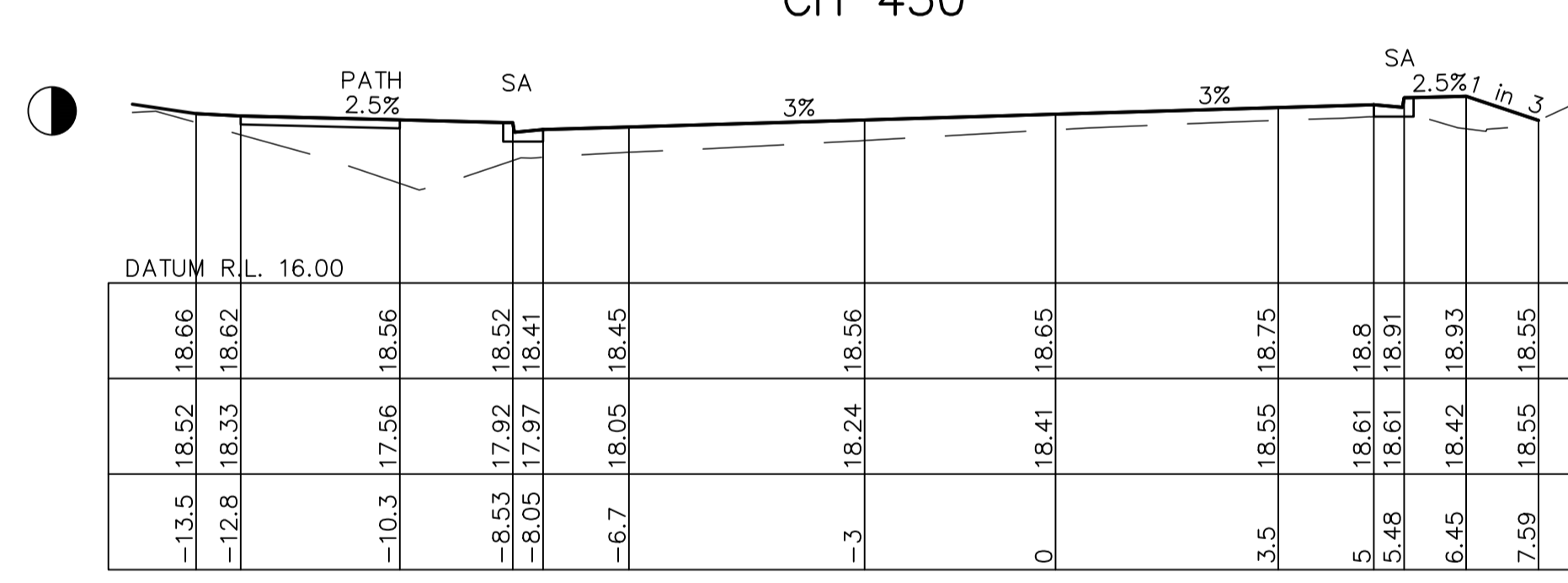
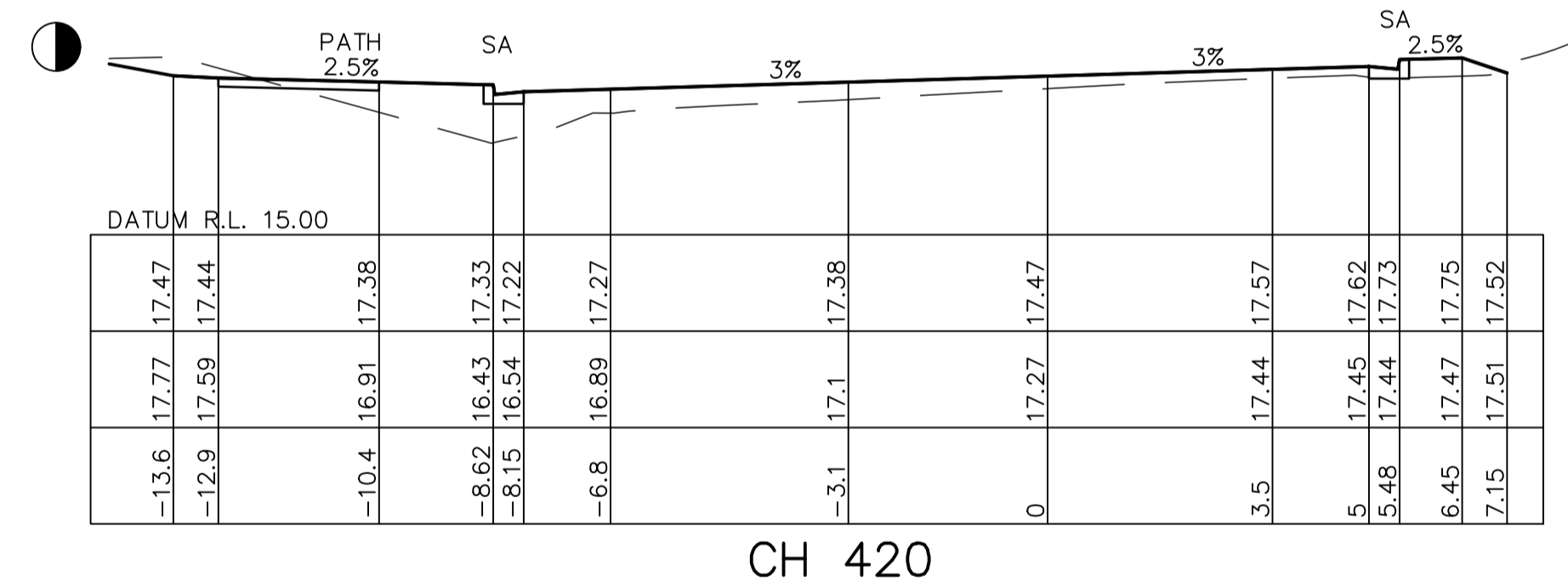
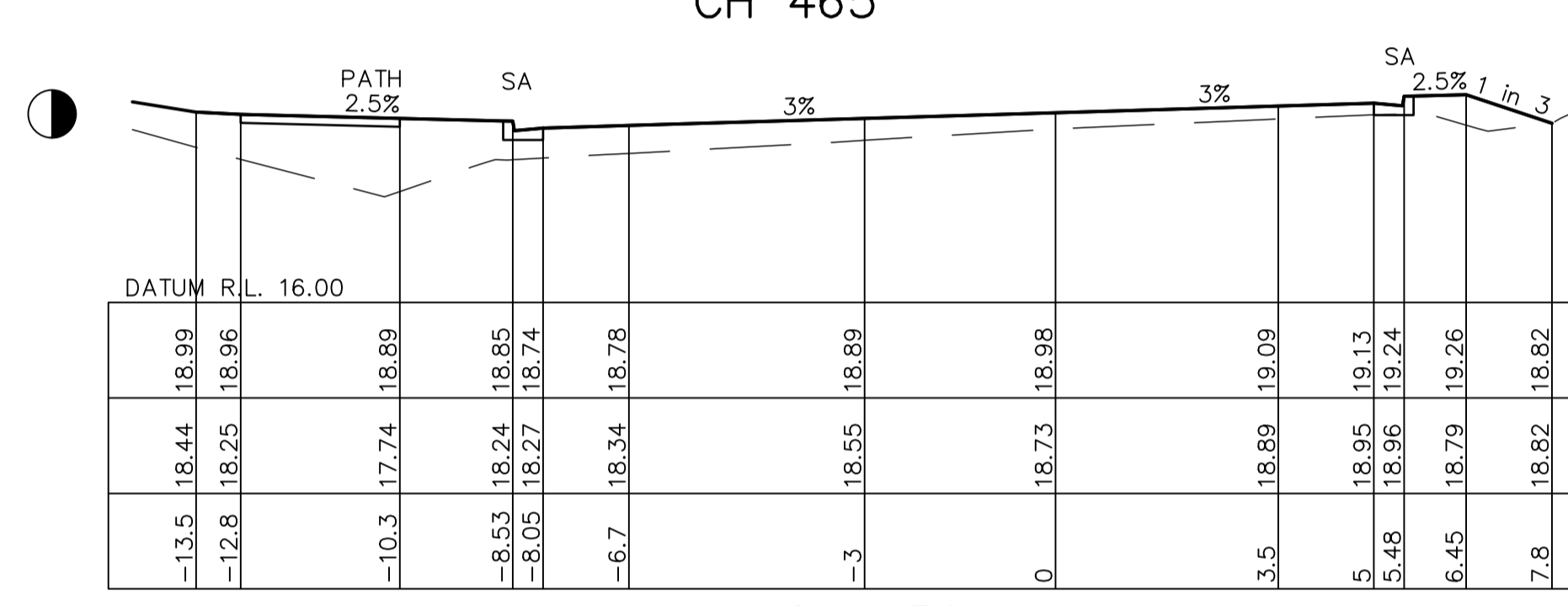
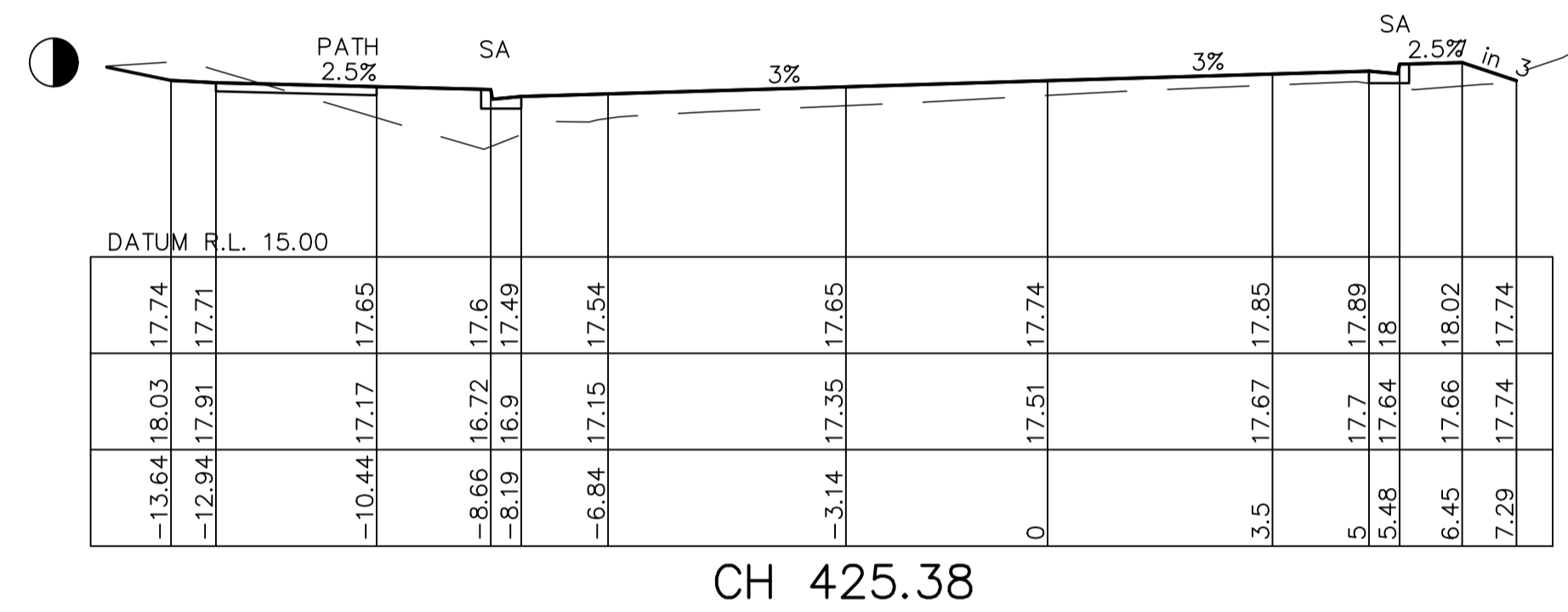


SEE INTERSECTION
DETAIL SHEET 316

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CONSTRUCTION ISSUE

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B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.C.			WINTEN PROPERTY GROUP		PLAN TITLE	ROAD CROSS SECTIONS: MINMI ROAD - SHEET 3										
1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.			WINTEN (No.21) PTY. LTD.		SURVEYED	ADW Johnson	DATUM	A.H.D.	PROJECT No.	239736(1B1)	DISCIPLINE	ENG	NUMBER	223	REV.	4
2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.																

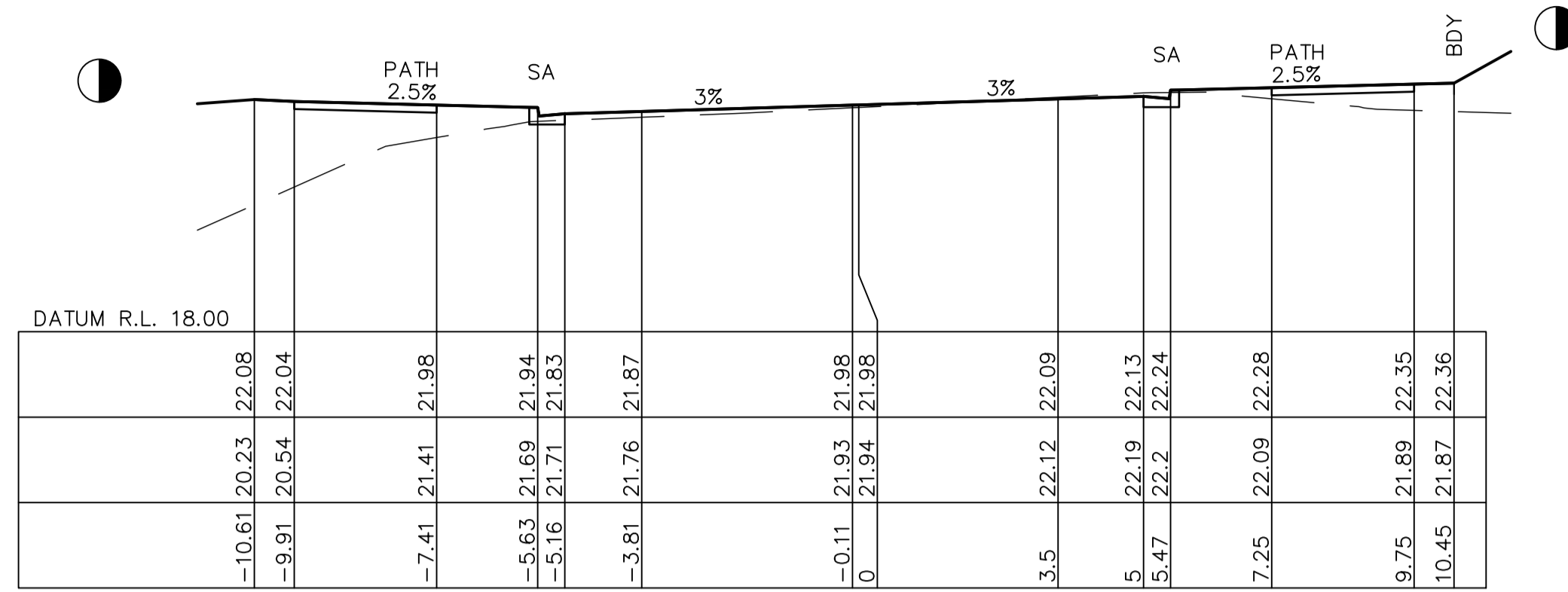
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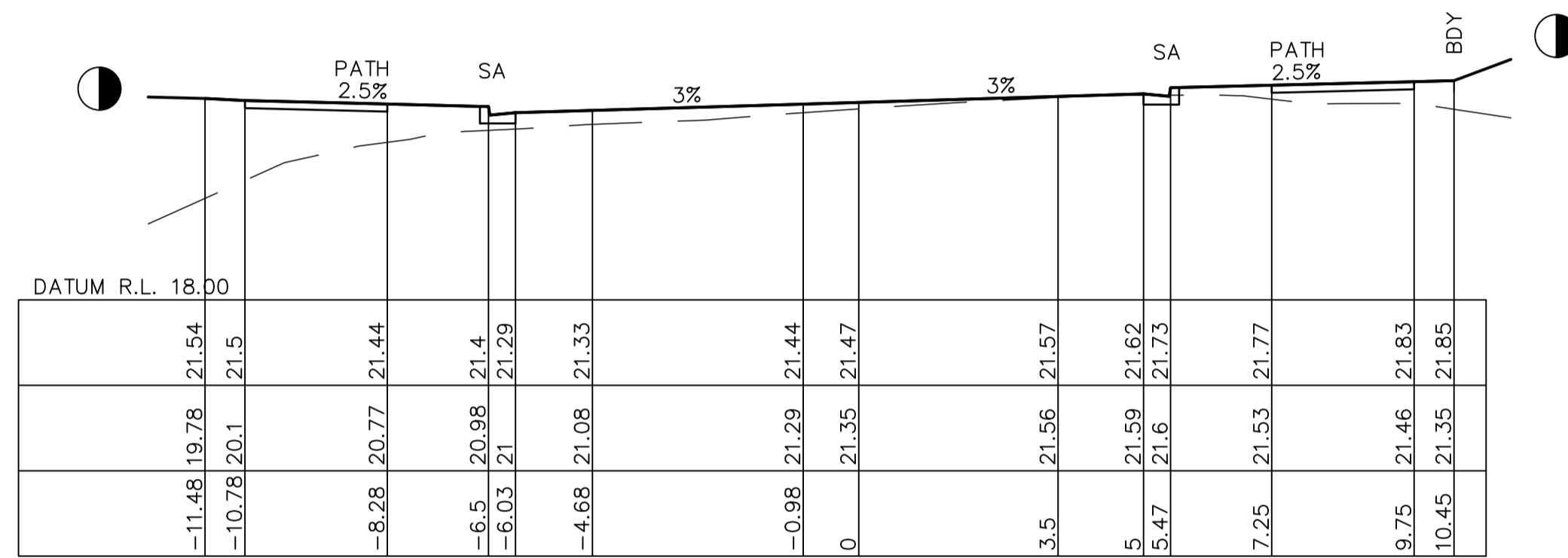
CITY OF NEWCASTLE
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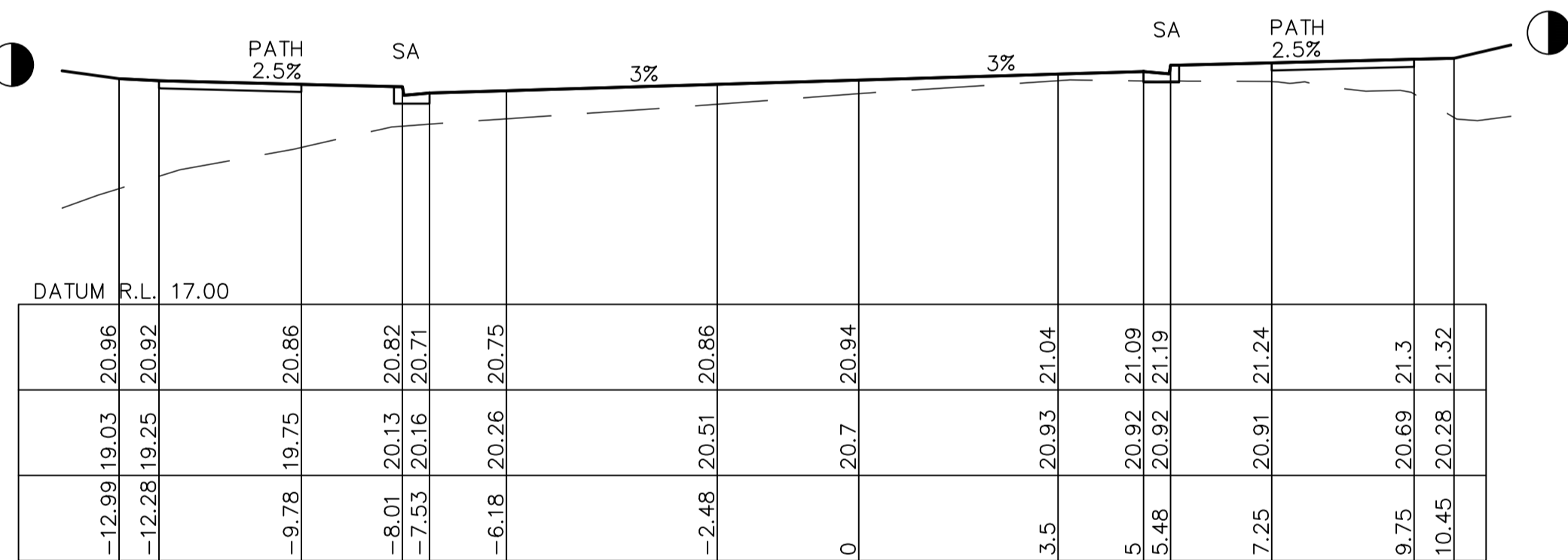
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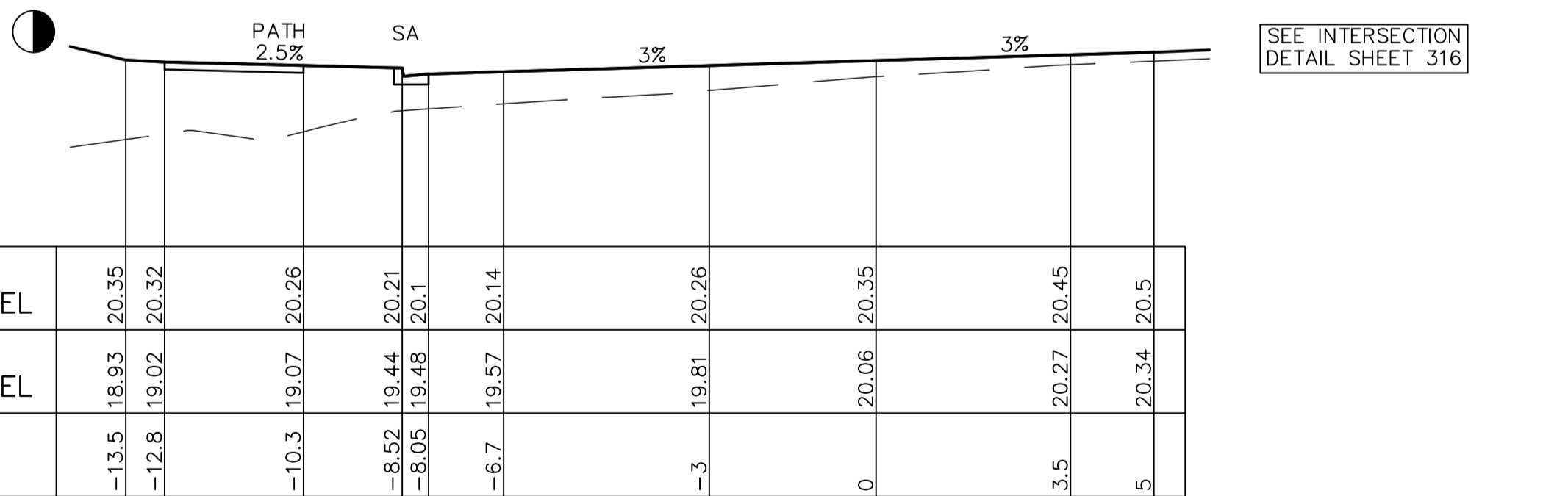
CH 525



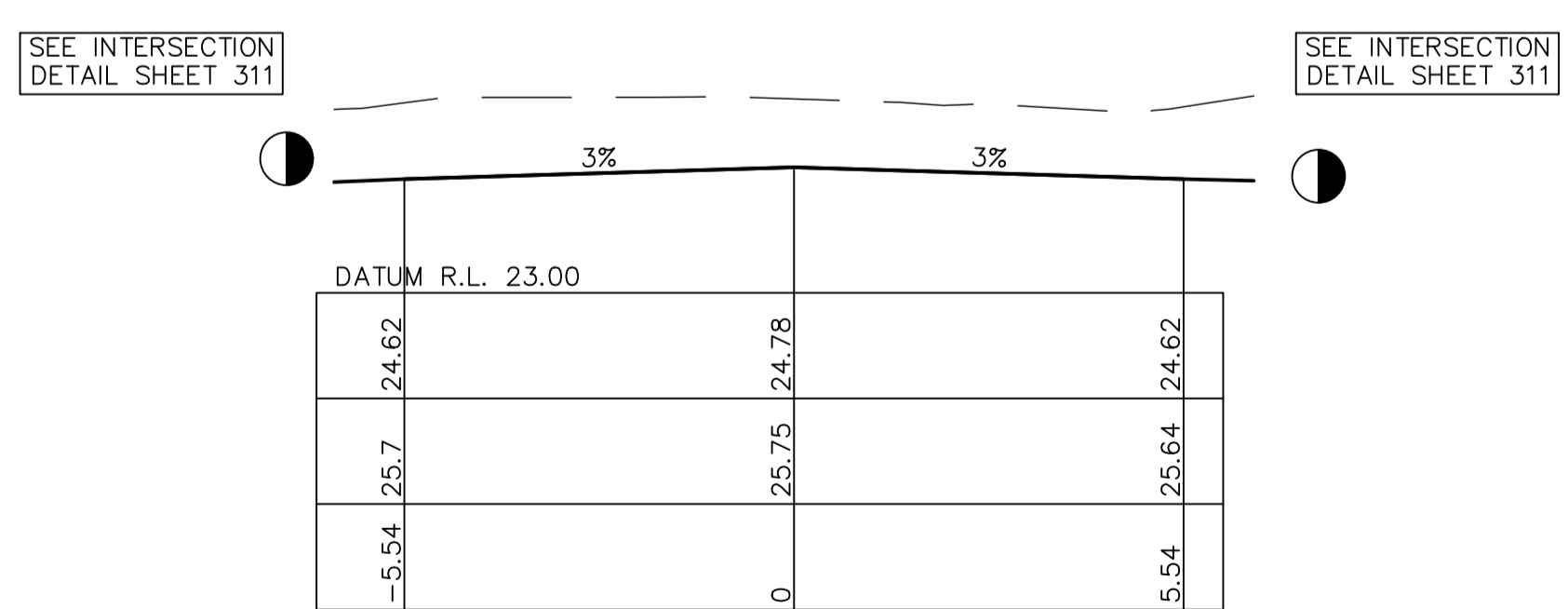
CH 510



CH 495



CH 480



CH 630

CONSTRUCTION ISSUE

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES	<p>Hunter Office Unit 7/335 Hillsborough Rd Warners Bay N.S.W. 2282 Phone: (02) 4978 5100 Fax: (02) 4978 5199 email: hunter@adwjohnson.com.au www.adwjohnson.com.au ABN 62 129 445 398</p>	<p>CLIENT</p> <p>WINTEN (No.21) PTY. LTD.</p>	<p>PROPERTY DESCRIPTION</p> <p>PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA 2015/10393</p>	PROJECT MINMI PRECINCT 1B - STAGE 1				
B 06.08.2019		REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.C.					PLAN TITLE ROAD CROSS SECTIONS: MINMI ROAD - SHEET 4				
1 02.10.2019		ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.					<p>SURVEYED ADW Johnson</p> <p>DATUM A.H.D.</p>	PROJECT No. 239736(1B1) -	DISCIPLINE ENG	NUMBER 224	REV. 4
2 21.10.2019		ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.									
3 20.11.2019		ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.									
4 25.11.2019		THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.									

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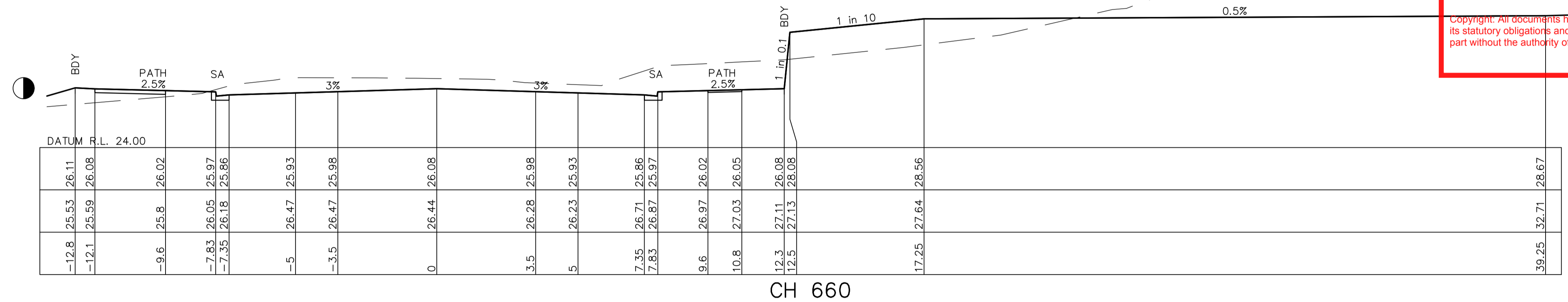
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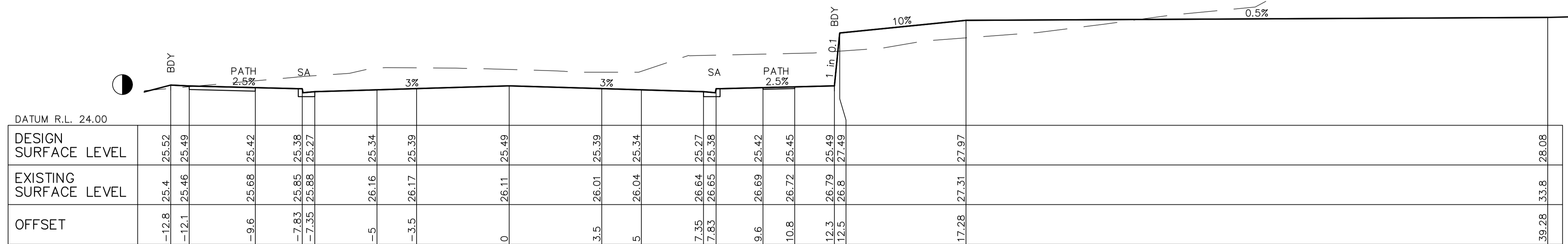
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CH 660



CH 645

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B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.C.	0 1 2 3 4 A1 / A3 NATURAL 1:100 / 1:200				PLAN TITLE ROAD CROSS SECTIONS: MINMI ROAD - SHEET 5		
1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.					PROJECT No. 239736(1B1) - DISCIPLINE ENG - NUMBER 225 - REV. 4		
2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.					SURVEYED ADW Johnson DATUM A.H.D.		
3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.							
4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.							

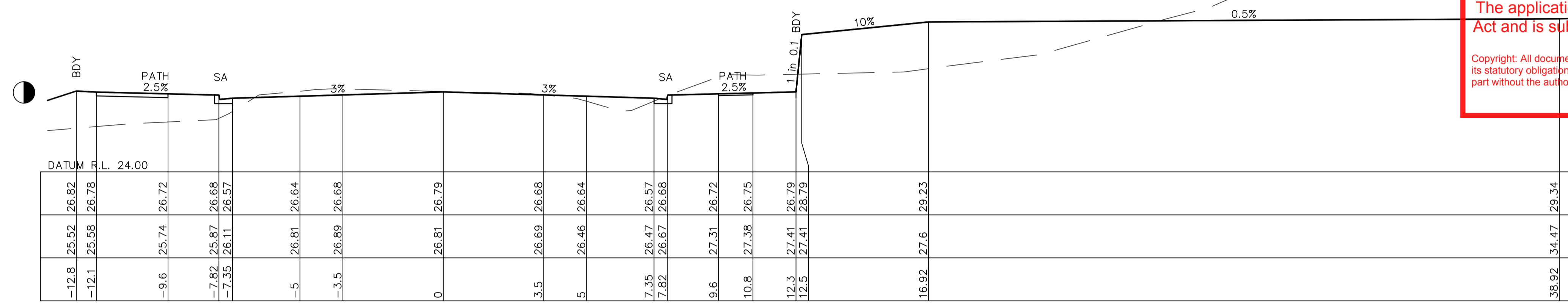
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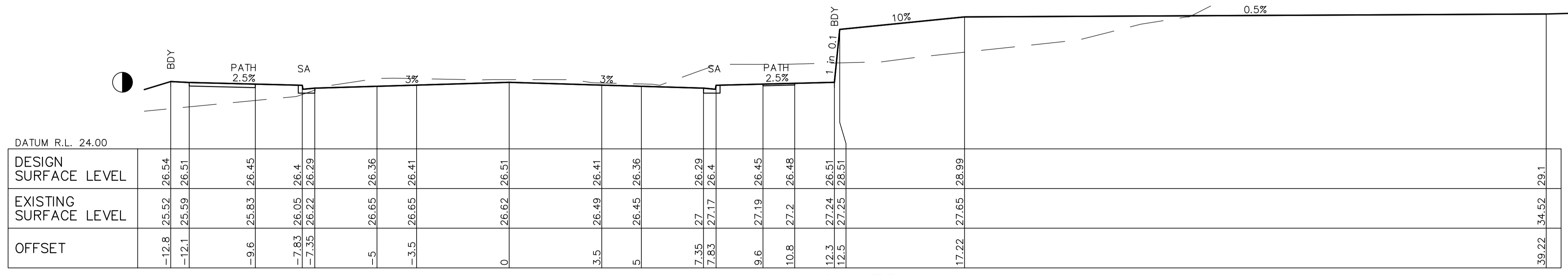
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CH 690



CH 675

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<table border="1"> <tr><th>REV.</th><th>DATE</th><th>AMENDMENT</th><th>DRAWN</th><th>CHECK</th><th>DESIGN</th><th>VERIFY</th></tr> <tr><td>B</td><td>06.08.2019</td><td>REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> <tr><td>1</td><td>02.10.2019</td><td>ISSUED FOR CONSTRUCTION</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> <tr><td>2</td><td>21.10.2019</td><td>ISSUED FOR CONSTRUCTION</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> <tr><td>3</td><td>20.11.2019</td><td>ISSUED FOR CONSTRUCTION</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> <tr><td>4</td><td>25.11.2019</td><td>THRESHOLD ADDED / ISSUED FOR CONSTRUCTION</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> </table>	REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.C.	1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.	2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.	3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.	4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.	<p>SCALES</p> <p>0 1 2 3 4 A1 / A3 NATURAL 1:100 / 1:200</p>	<p>Hunter Office Unit 7/335 Hillsborough Rd Warners Bay N.S.W. 2282 Phone: (02) 4978 5100 Fax: (02) 4978 5199 email: hunter@adwjohnson.com.au www.adwjohnson.com.au ABN 62 129 445 398</p>	<p>CLIENT</p> <p>WINTEN (No.21) PTY. LTD.</p>	<p>PROPERTY DESCRIPTION</p> <p>PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA 2015/10393</p>	<p>PROJECT</p> <p>MINMI PRECINCT 1B - STAGE 1</p> <p>PLAN TITLE</p> <p>ROAD CROSS SECTIONS: MINMI ROAD - SHEET 6</p>	<table border="1"> <tr> <th>SURVEYED</th> <th>DATUM</th> <th>PROJECT No.</th> <th>DISCIPLINE</th> <th>NUMBER</th> <th>REV.</th> </tr> <tr> <td>ADW Johnson</td> <td>A.H.D.</td> <td>239736(1B1)</td> <td>ENG</td> <td>226</td> <td>4</td> </tr> </table>	SURVEYED	DATUM	PROJECT No.	DISCIPLINE	NUMBER	REV.	ADW Johnson	A.H.D.	239736(1B1)	ENG	226	4
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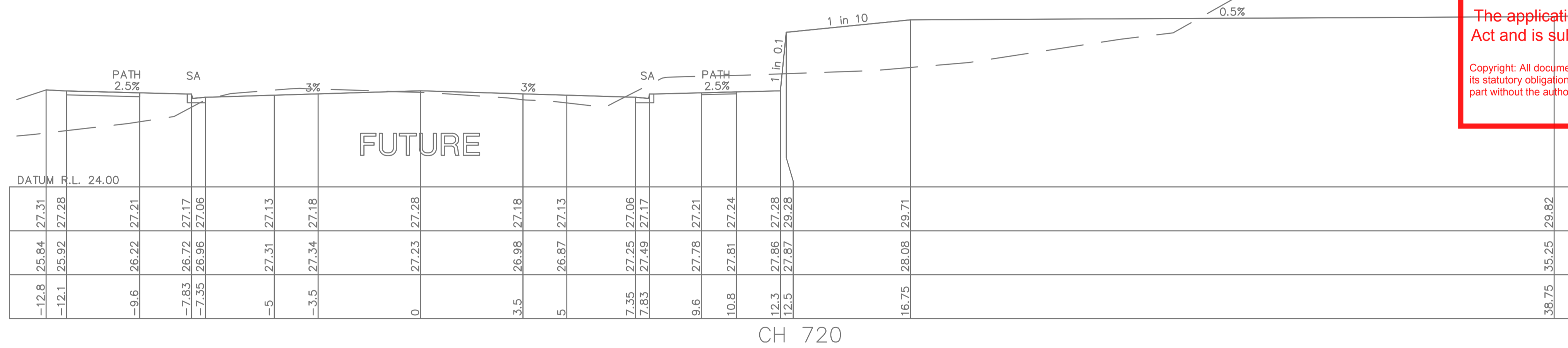
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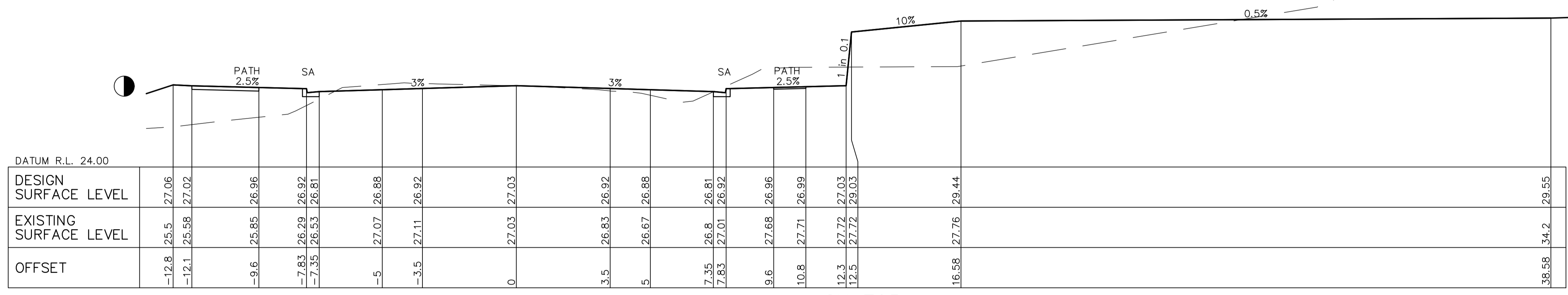
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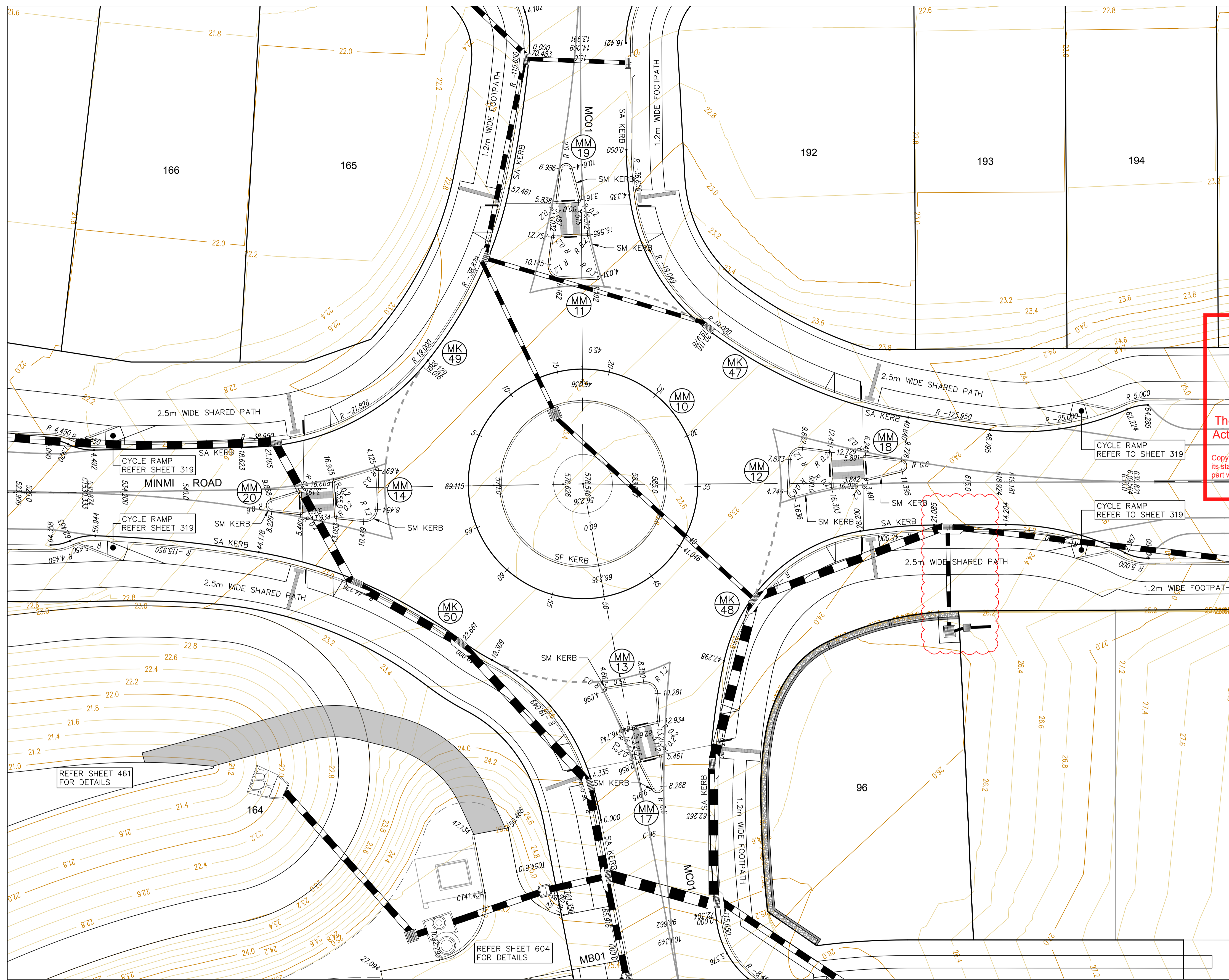
CH 720



CH 705

CONSTRUCTION ISSUE

<table border="1"> <tr><th>REV.</th><th>DATE</th><th>AMENDMENT</th><th>DRAWN</th><th>CHECK</th><th>DESIGN</th><th>VERIFY</th></tr> <tr><td>B</td><td>06.08.2019</td><td>REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> <tr><td>1</td><td>02.10.2019</td><td>ISSUED FOR CONSTRUCTION</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> <tr><td>2</td><td>21.10.2019</td><td>ISSUED FOR CONSTRUCTION</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> <tr><td>3</td><td>20.11.2019</td><td>ISSUED FOR CONSTRUCTION</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> <tr><td>4</td><td>25.11.2019</td><td>THRESHOLD ADDED / ISSUED FOR CONSTRUCTION</td><td>D.W.</td><td>D.W.</td><td>M.A.</td><td>L.C.</td></tr> </table>	REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.C.	1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.	2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.	3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.	4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.C.	<p>SCALES</p> <p>0 1 2 3 4 A1 / A3 NATURAL 1:100 / 1:200</p>	<p>Hunter Office Unit 7/335 Hillsborough Rd Warners Bay N.S.W. 2282 Phone: (02) 4978 5100 Fax: (02) 4978 5199 email: hunter@adwjohnson.com.au www.adwjohnson.com.au ABN 62 129 445 398</p>	<p>CLIENT</p> <p>WINTEN (No.21) PTY. LTD.</p>	<p>PROPERTY DESCRIPTION</p> <p>PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA 2015/10393</p>	<p>PROJECT</p> <p>MINMI PRECINCT 1B - STAGE 1</p> <p>PLAN TITLE</p> <p>ROAD CROSS SECTIONS: MINMI ROAD - SHEET 7</p>	<table border="1"> <tr> <th>SURVEYED</th> <th>DATUM</th> <th>PROJECT No.</th> <th>DISCIPLINE</th> <th>NUMBER</th> <th>REV.</th> </tr> <tr> <td>ADW Johnson</td> <td>A.H.D.</td> <td>239736(1B1)</td> <td>ENG</td> <td>227</td> <td>4</td> </tr> </table>	SURVEYED	DATUM	PROJECT No.	DISCIPLINE	NUMBER	REV.	ADW Johnson	A.H.D.	239736(1B1)	ENG	227	4
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B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.C.																																																						
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ADW Johnson	A.H.D.	239736(1B1)	ENG	227	4																																																							



LEGEND

- PROPOSED LOT BOUNDARY
- FUTURE LOT BOUNDARY
- LIMIT OF CONSTRUCTION
- PROPOSED ROAD
- PROPOSED CYCLE RAMP
- DESIGN SURFACE CONTOURS
- EXTENT OF STORMWATER
- PROPOSED STORMWATER

CONTOUR INTERVAL = 0.2m

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DESIGN RL ON
LIP OF KERB

CITY OF NEWCASTLE

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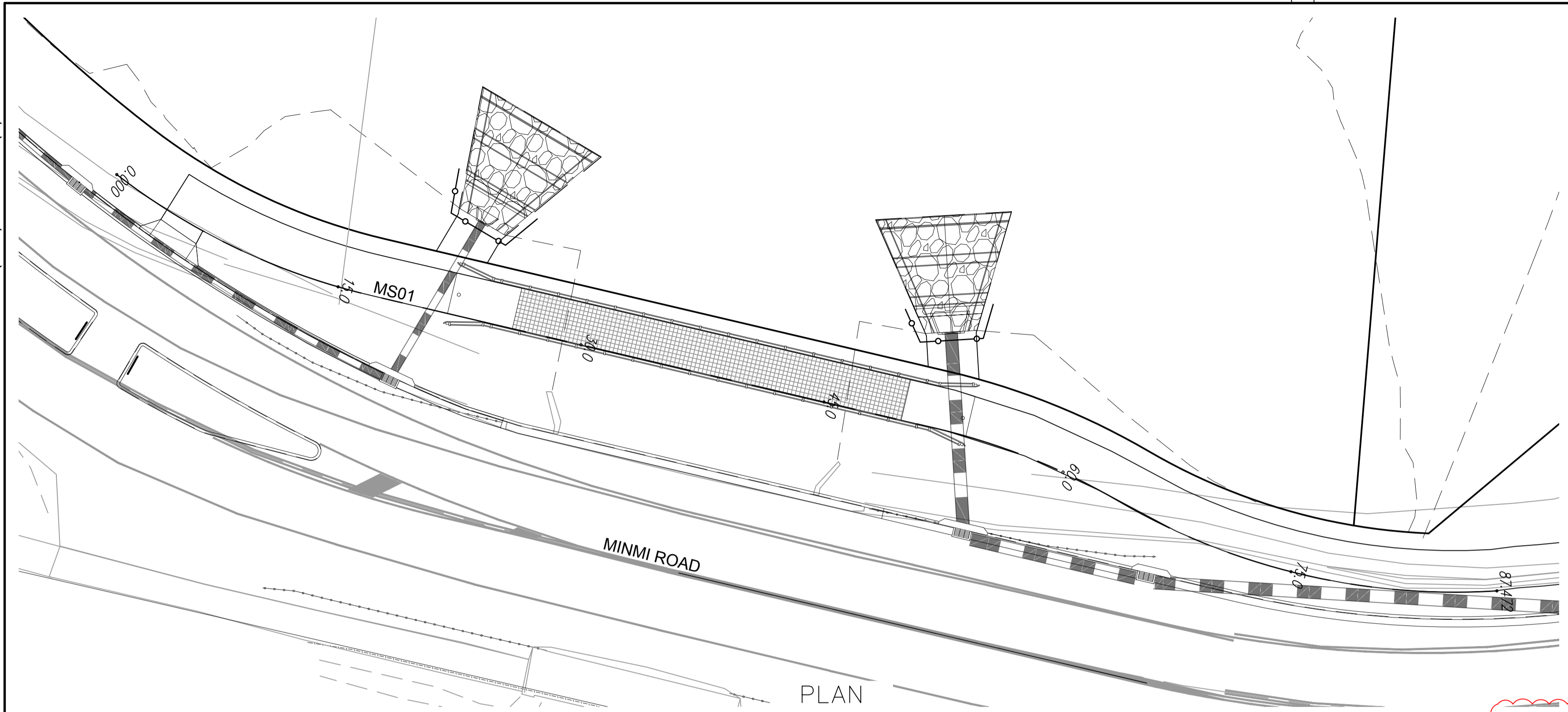
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KERB RETURNS
 10, 11, 12, 13, 14, 17, 18, 19, 20, 47, 48, 49, 50
 SCALE 1:200

CONSTRUCTION ISSUE

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES	CLIENT	PROPERTY DESCRIPTION	PROJECT			
B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.G.	0 5 10 A1 / A3 1:200 / 1:400			 WINTEN (No.21) PTY. LTD.	PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINIMI ROAD, MINIMI DA 2015/10393	PROJECT MINIMI PRECINCT 1B - STAGE 1	
1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.		PLAN TITLE INTERSECTION DETAIL PLAN: KERB RETURNS & MEDIANS AT ROUNDABOUT - SHEET 1					
2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.				PROJECT No.	DISCIPLINE	NUMBER	REV.
3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.				239736(1B1) -	ENG	311	5
4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.				ADW Johnson	A.H.D.		

239736(1B1)-ENG-607(0)



PLAN
SCALE 1:200

LEGEND

- PROPOSED LOT BOUNDARY
- FUTURE LOT BOUNDARY
- PROPOSED KERB
- PERAMBULATOR RAMP
- - - EXTENT OF BATTER
- PROPOSED STORMWATER

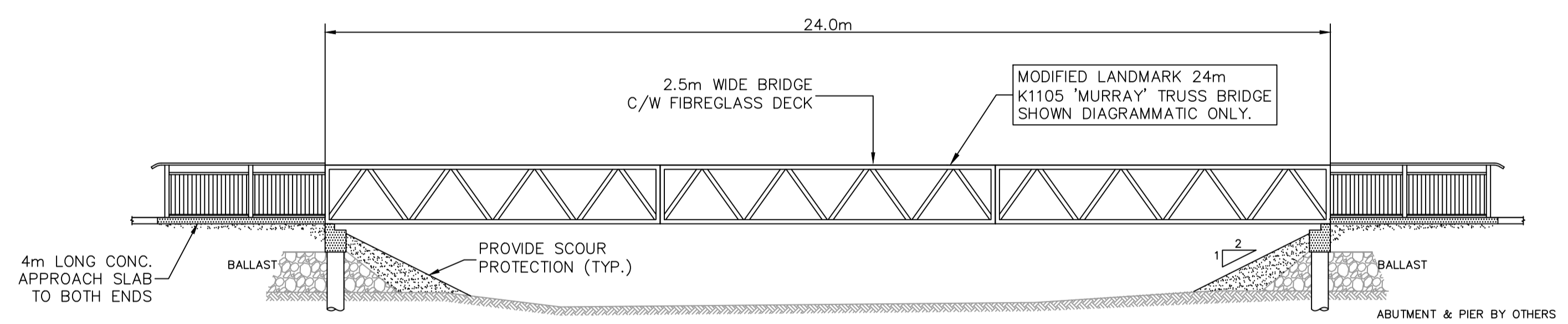
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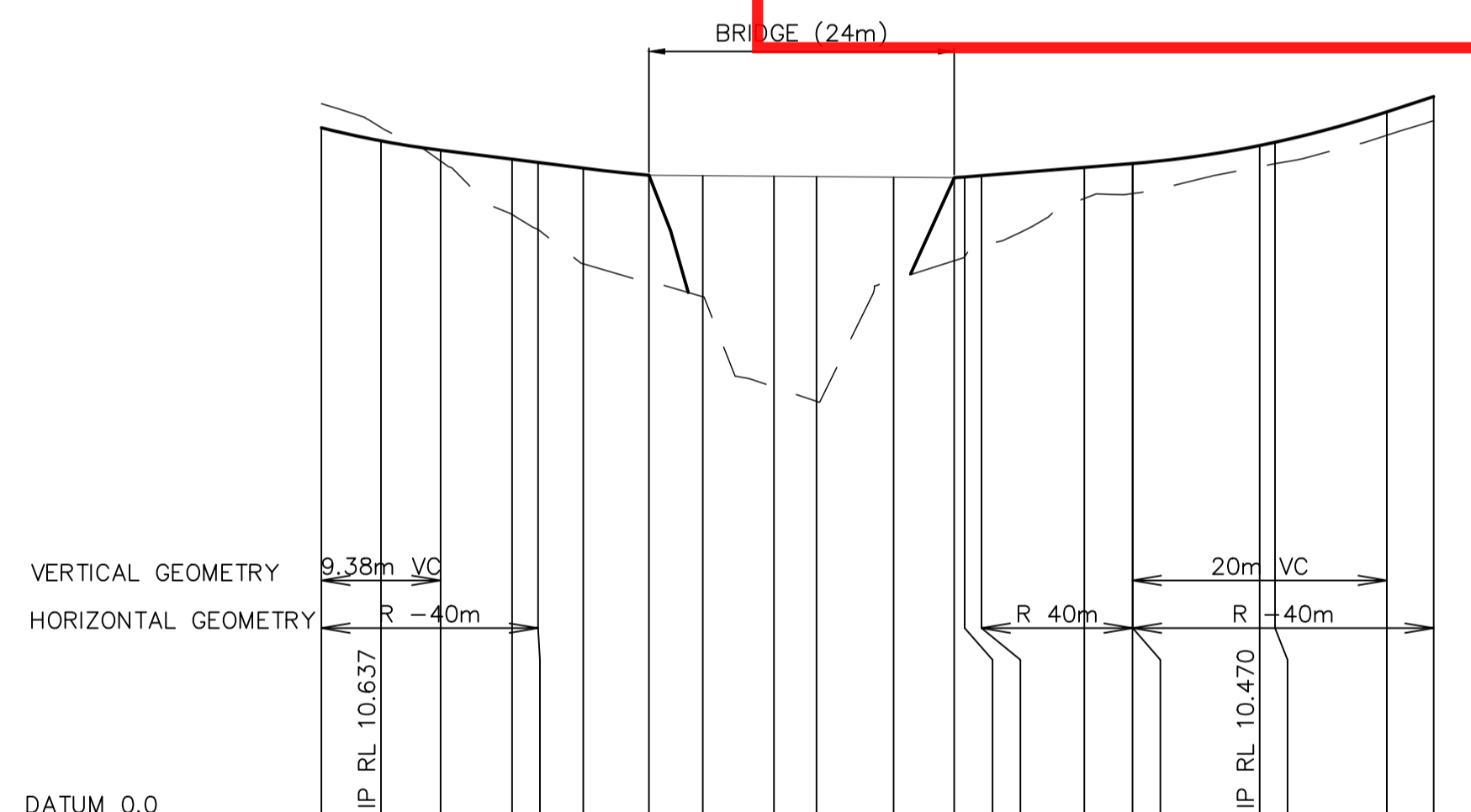
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TYPICAL BRIDGE ELEVATION
SCALE 1:100



CHAINAGE	DESIGN LEVEL	EXISTING SURFACE (ES)	DESIGN EASTING	DESIGN NORTHING
0	10.87	11.25	370816.786	6360971.597
4.69	10.67	10.87	370820.66	6360966.955
9.38	10.52	10.34	370824.815	6360966.785
15	10.38	9.51	370830.084	6360964.848
17.04	10.35	9.27	370832.06	6360964.329
20.6	10.24	8.63	370835.52	6360963.515
25.765	10.12			
30	10.11	8.21	370844.673	6360961.362
35.6	10.10	6.79	370850.122	6360960.08
38.94	10.10	6.57	370853.376	6360959.314
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49.765	10.08			
50.6	10.1	8.84	370864.723	6360956.645
51.92	10.12	9.02	370866.008	6360956.342
60	10.25	9.76	370873.635	6360953.712
63.79	10.31	9.84	370876.999	6360951.959
63.81	10.31	9.84	370877.013	6360951.95
73.79	10.59	10.26	370886.171	6360948.04
75	10.64	10.31	370887.355	6360947.726
83.79	11.12	10.76	370896.027	6360946.512
87.47	11.36	10.98	370899.703	6360946.575

LONGITUDINAL SECTION MS01
HORIZONTAL SCALE 1:500
VERTICAL SCALE 1:100



CONSTRUCTION ISSUE

REV. DATE AMENDMENT	DRAWN CHECK DESIGN VERIFY	SCALES	 Hunter Office Unit 7/335 Hillsborough Rd Warners Bay N.S.W. 2282 Phone: (02) 4978 5100 Fax: (02) 4978 5199 email: hunter@adwjohnson.com.au www.adwjohnson.com.au ABN 62 129 445 398	CLIENT	PROPERTY DESCRIPTION	PROJECT			
0 21.03.2023 INITIAL ISSUE	D.W. D.W. M.A. L.C.	0 5 10 A1 / A3 1:200 / 1:400		 WINTEN (No.21) PTY. LTD.	PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA 2015/10393	MINMI PRECINCT 1B - STAGE 1 PLAN TITLE FOOTPATH MS01 DETAIL PLAN			
DESIGN FILE N:\239736\239736(1B)\Design\12D\CIVIL DESIGN CURRENT			ALL DIMENSIONS ARE IN METRES. DO NOT SCALE	SURVEYED	DATUM	PROJECT No.	DISCIPLINE	NUMBER	REV.
Plotted By: deanw Plot Date: 31/07/23 - 13:53 Cad File: N:\239736\239736(1B)\DWG's\Engineering\Civil\ENG\Stage 1B1\239736(1B1)-ENG-607(0).dwg				ADW Johnson	A.H.D.	239736(1B1) -	ENG -	607	0

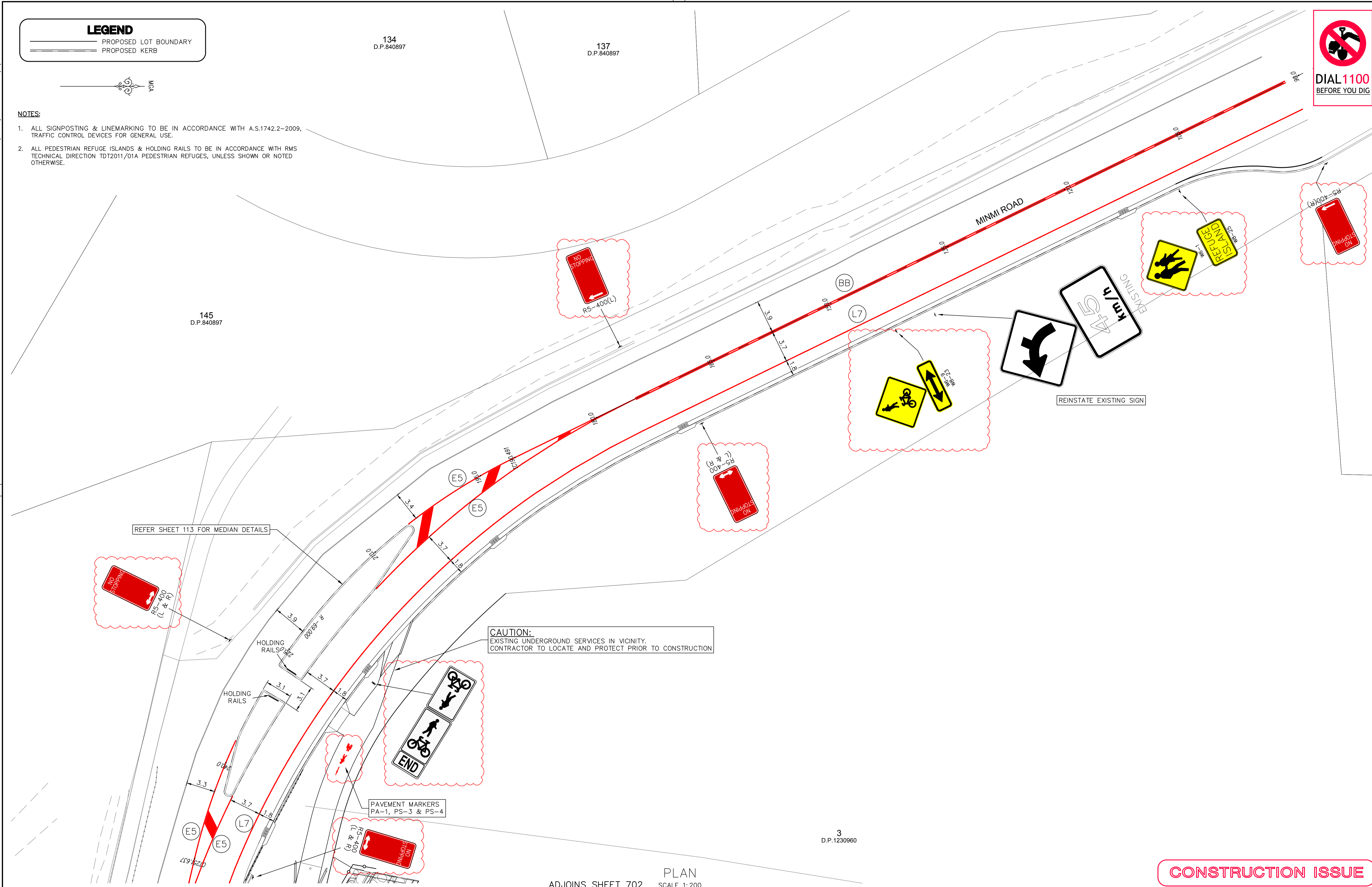
239736(1B1)-ENG-701(7)

LEGEND

— PROPOSED LOT BOUNDARY

— PROPOSED KERB

- NOTES:**
1. ALL SIGNPOSTING & LINEMARKING TO BE IN ACCORDANCE WITH A.S.1742.2-2009, TRAFFIC CONTROL DEVICES FOR GENERAL USE.
 2. ALL PEDESTRIAN REFUGE ISLANDS & HOLDING RAILS TO BE IN ACCORDANCE WITH RMS TECHNICAL DIRECTION TDT2011/01A PEDESTRIAN REFUGES, UNLESS SHOWN OR NOTED OTHERWISE.



100mm AT FULL SIZE

CAUTION:
EXISTING UNDERGROUND SERVICES IN VICINITY.
CONTRACTOR TO LOCATE AND PROTECT PRIOR TO CONSTRUCTION

CONSTRUCTION ISSUE

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES	CLIENT	PROPERTY DESCRIPTION	PROJECT			
B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.G.	 0 5 10 A1 / A3 1:200 / 1:400			 Hunter Office Unit 7/335 Hillsborough Rd Warners Bay N.S.W. 2282 Phone: (02) 4978 5100 Fax: (02) 4978 5199 email: hunter@adwjohnson.com.au www.adwjohnson.com.au ABN 62 129 445 398	PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA 2015/10393	MINMI PRECINCT 1B - STAGE 1	
1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.		PLAN TITLE	LINEMARKING AND SIGNAGE PLAN: SHEET 1				
2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.		SURVEYED ADW Johnson	DATUM A.H.D.	PROJECT No. 239736(1B1) -	DISCIPLINE ENG	NUMBER 701	REV. 7
3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.							
4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.							
5	26.03.2024	SIGNAGE AND LINEMARKING ADDED	D.W.	D.W.	M.A.	L.G.							
6	04.04.2024	NCTC COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.							
7	05.04.2024	CLIENT COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.							

239736(1B1)-ENG-702(7)

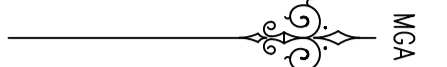
ADJOINS SHEET 701

3
D.P.1230960

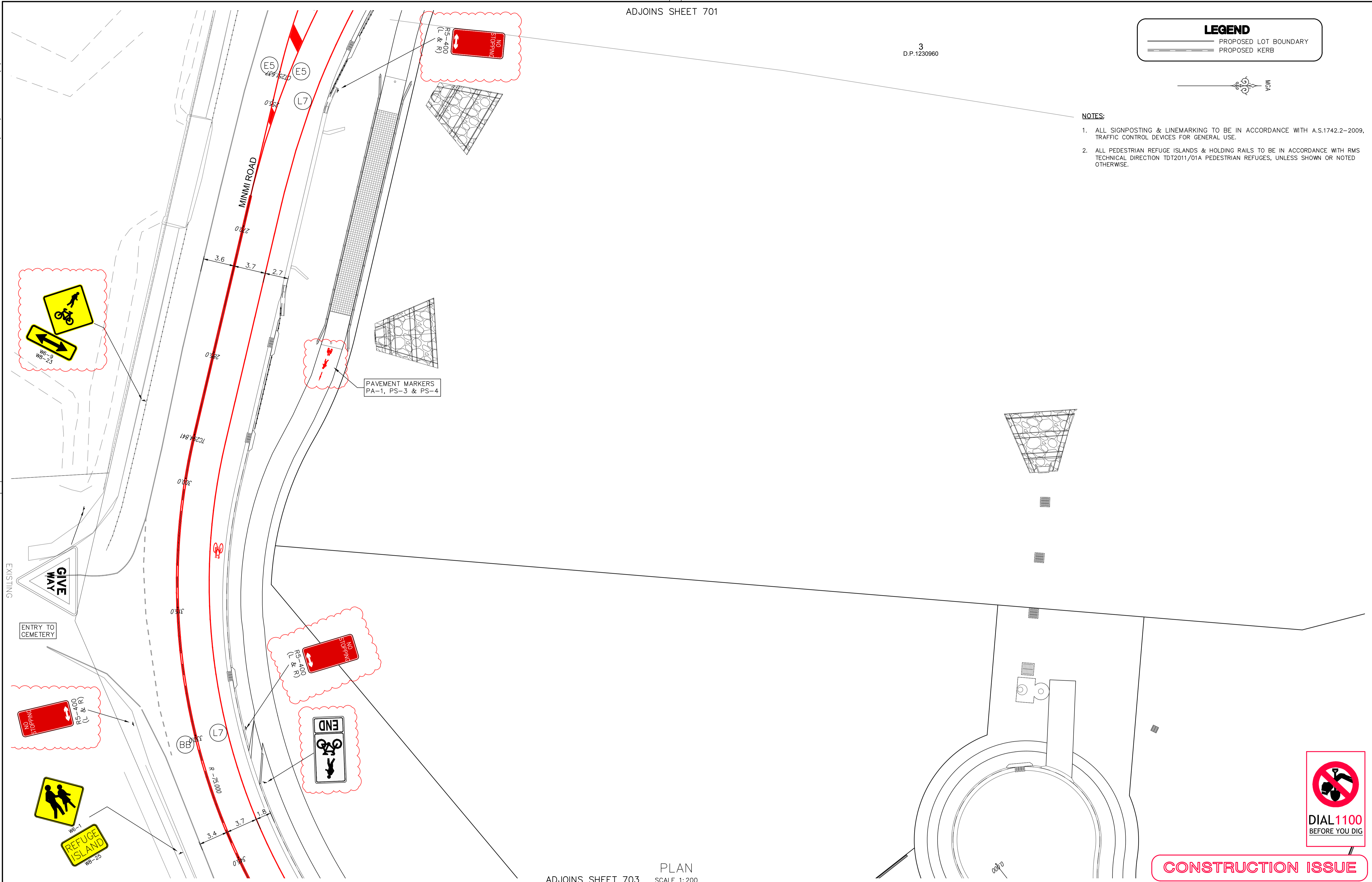
LEGEND

— PROPOSED LOT BOUNDARY

— PROPOSED KERB



- NOTES:**
1. ALL SIGNPOSTING & LINEMARKING TO BE IN ACCORDANCE WITH A.S.1742.2-2009, TRAFFIC CONTROL DEVICES FOR GENERAL USE.
 2. ALL PEDESTRIAN REFUGE ISLANDS & HOLDING RAILS TO BE IN ACCORDANCE WITH RMS TECHNICAL DIRECTION TDT2011/01A PEDESTRIAN REFUGES, UNLESS SHOWN OR NOTED OTHERWISE.



EXISTING

ENTRY TO CEMETERY

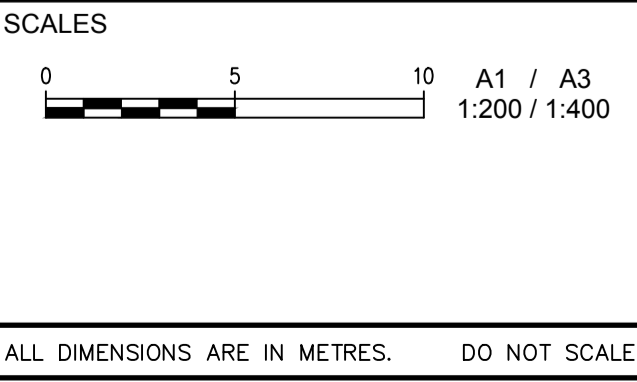
PAVEMENT MARKERS
PA-1, PS-3 & PS-4

CONSTRUCTION ISSUE



ADJOINS SHEET 703 SCALE 1:200

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY
B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.G.
1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.
2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.
3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.
4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.
5	26.03.2024	SIGNAGE AND LINEMARKING ADDED	D.W.	D.W.	M.A.	L.G.
6	04.04.2024	NCTC COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.
7	05.04.2024	CLIENT COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.



adw Johnson

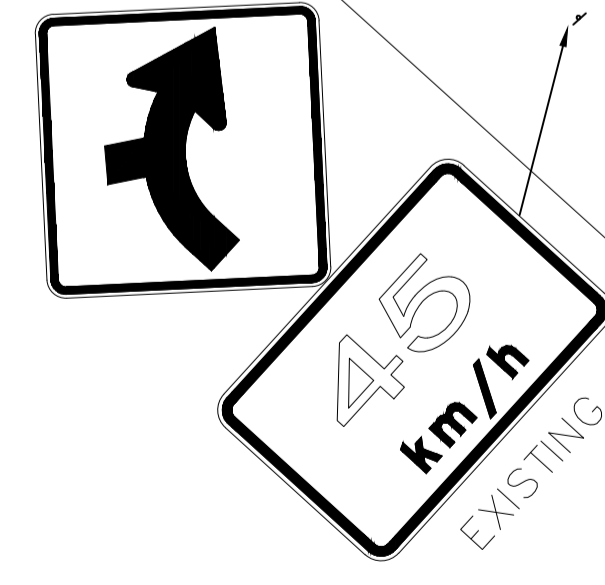
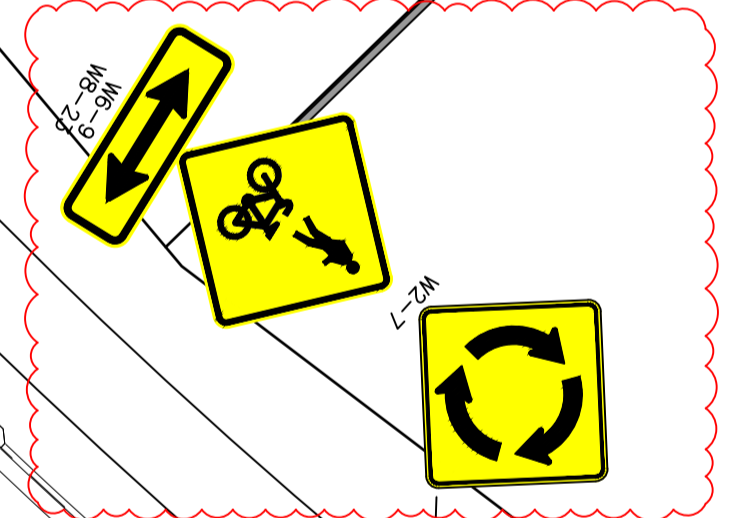
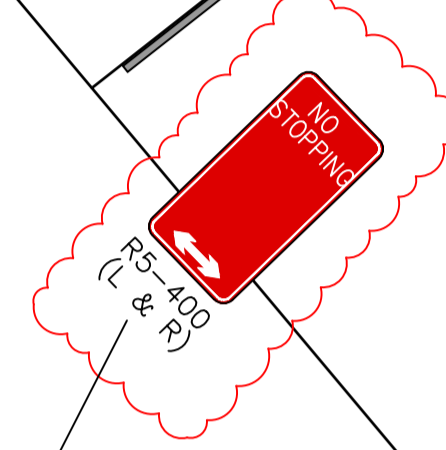
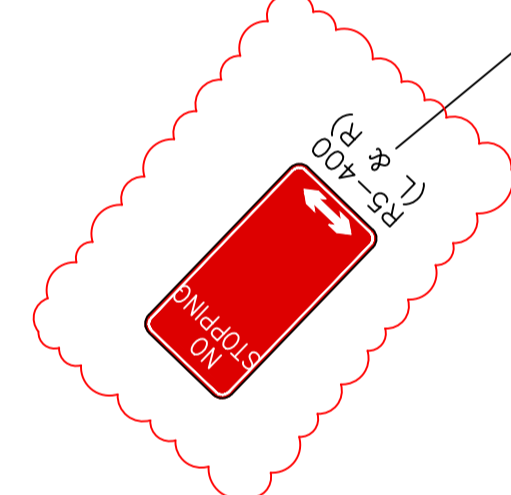
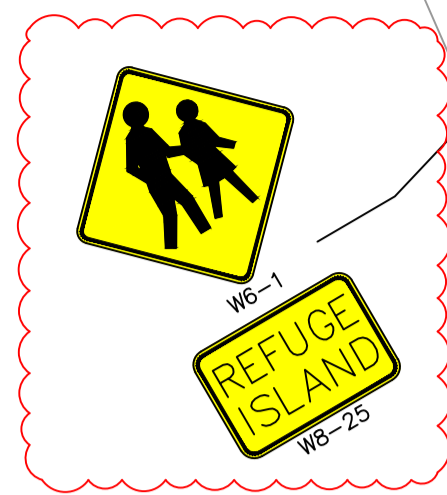
Hunter Office
Unit 7/335 Hillsborough Rd
Warners Bay N.S.W. 2282
Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@adwjohanson.com.au
www.adwjohanson.com.au
ABN 62 129 445 398

WINTEN
PROPERTY GROUP

WINTEN (No.21) PTY. LTD.

PROPERTY DESCRIPTION
PROPOSED SUBDIVISION
PRECINCT 1B, STAGE 1
LOTS 2 & 3 D.P.1230960
MINMI ROAD, MINMI
DA 2015/10393

PROJECT MINMI PRECINCT 1B - STAGE 1	
PLAN TITLE LINEMARKING AND SIGNAGE PLAN: SHEET 2	
SURVEYED ADW Johnson	DATUM A.H.D.
PROJECT No. 239736(1B1) -	DISCIPLINE ENG
NUMBER 702	REV. 7



LEGEND

— PROPOSED LOT BOUNDARY

— PROPOSED KERB

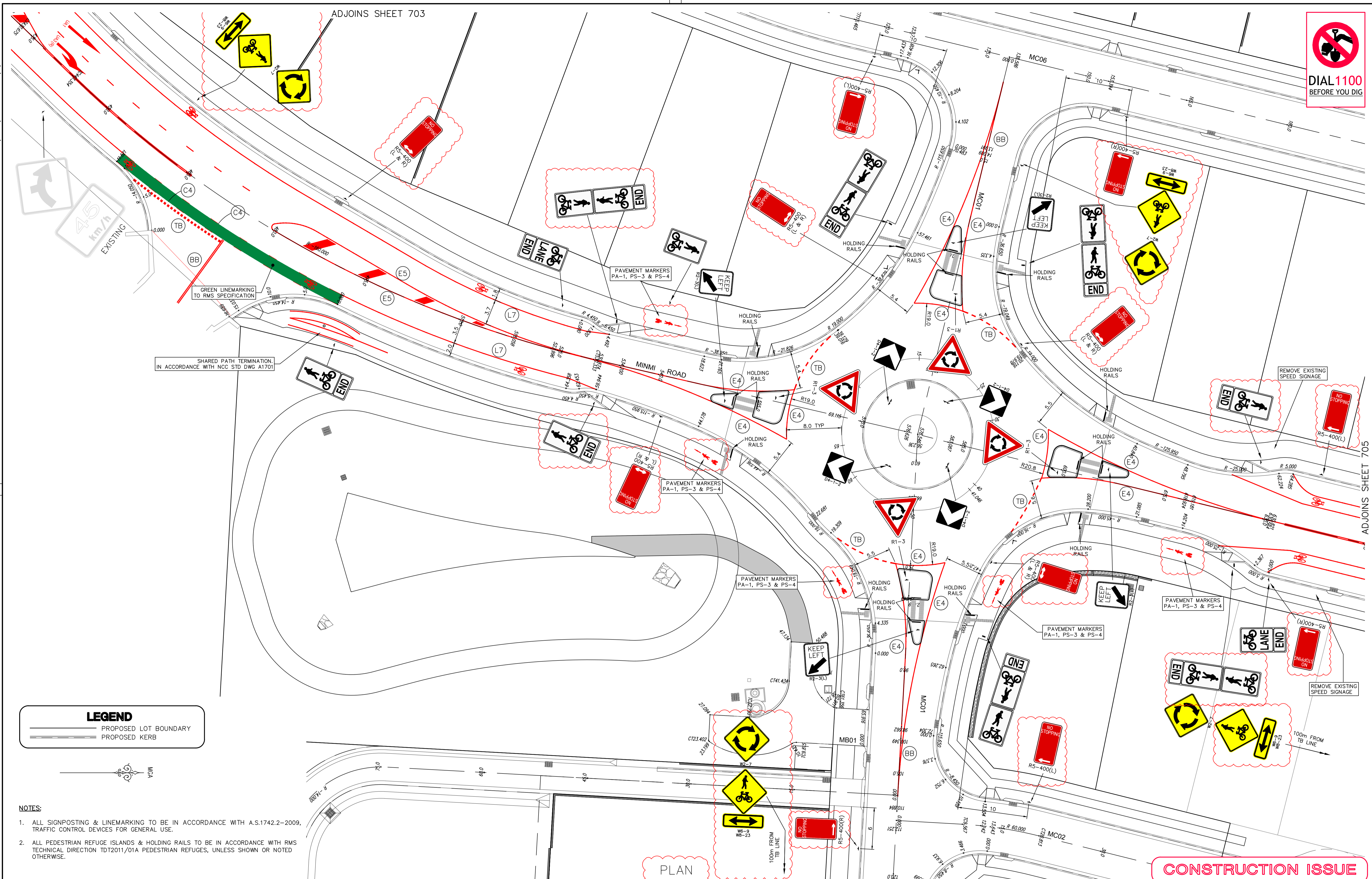


- NOTES:**
1. ALL SIGNPOSTING & LINEMARKING TO BE IN ACCORDANCE WITH A.S.1742.2-2009, TRAFFIC CONTROL DEVICES FOR GENERAL USE.
 2. ALL PEDESTRIAN REFUGE ISLANDS & HOLDING RAILS TO BE IN ACCORDANCE WITH RMS TECHNICAL DIRECTION TDT2011/01A PEDESTRIAN REFUGES, UNLESS SHOWN OR NOTED OTHERWISE.

PLAN

CONSTRUCTION ISSUE

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES	<p>Hunter Office Unit 7/335 Hillsborough Rd Warners Bay N.S.W. 2282 Phone: (02) 4978 5100 Fax: (02) 4978 5199 email: hunter@adwjohson.com.au www.adwjohson.com.au ABN 62 129 445 398</p>	<p>CLIENT</p> <p>WINTEN (No.21) PTY. LTD.</p>	<p>PROPERTY DESCRIPTION</p> <p>PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA 2015/10393</p>	<p>PROJECT</p> <p>MINMI PRECINCT 1B - STAGE 1</p>								
<p>PLAN TITLE</p> <p>LINEMARKING AND SIGNAGE PLAN: SHEET 3</p>																			
		SURVEYED		DATUM		PROJECT No.		DISCIPLINE		NUMBER		REV.							
B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.G.	0 5 10 A1 / A3	<p>1:200 / 1:400</p>			PLAN TITLE								
1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.					PROJECT No. 239736(1B1) -			DISCIPLINE - ENG		NUMBER - 703		REV. - 7	
2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.					ADW Johnson			A.H.D.					
3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.													
4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.													
5	26.03.2024	SIGNAGE AND LINEMARKING ADDED	D.W.	D.W.	M.A.	L.G.													
6	04.04.2024	NCTC COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.													
7	05.04.2024	CLIENT COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.													



LEGEND

- PROPOSED LOT BOUNDARY
- PROPOSED KERB

- NOTES:**
- ALL SIGNPOSTING & LINEMARKING TO BE IN ACCORDANCE WITH A.S.1742.2-2009, TRAFFIC CONTROL DEVICES FOR GENERAL USE.
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PLAN SCALE 1:250

CONSTRUCTION ISSUE

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY
B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.G.
1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.
2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.
3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.
4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.
5	26.03.2024	SIGNAGE AND LINEMARKING ADDED	D.W.	D.W.	M.A.	L.G.
6	04.04.2024	NCTC COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.
7	05.04.2024	CLIENT COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.

ALL DIMENSIONS ARE IN METRES. DO NOT SCALE

A1 / A3
1:250 / 1:500

adw Johnson

Hunter Office
Unit 7/335 Hillsborough Rd
Warners Bay N.S.W. 2282
Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@adwjohnson.com.au
www.adwjohnson.com.au
ABN 62 129 445 398

WINTEN PROPERTY GROUP

WINTEN (No.21) PTY. LTD.

CLIENT

PROPERTY DESCRIPTION
PROPOSED SUBDIVISION
PRECINCT 1B, STAGE 1
LOTS 2 & 3 D.P.1230960
MINMI ROAD, MINMI
DA 2015/10393

PROJECT
MINMI PRECINCT 1B - STAGE 1

PLAN TITLE
LINEMARKING AND SIGNAGE
PLAN: SHEET 4

SURVEYED ADW Johnson	DATUM A.H.D.	PROJECT No. 239736(1B1) -	DISCIPLINE ENG	NUMBER 704	REV. 7
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239736(1B1)-ENG-705(7)

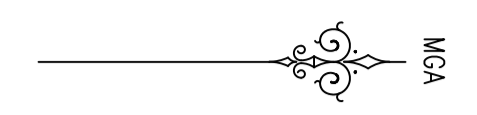
ADJOINS SHEET 704

100mm AT FULL SIZE

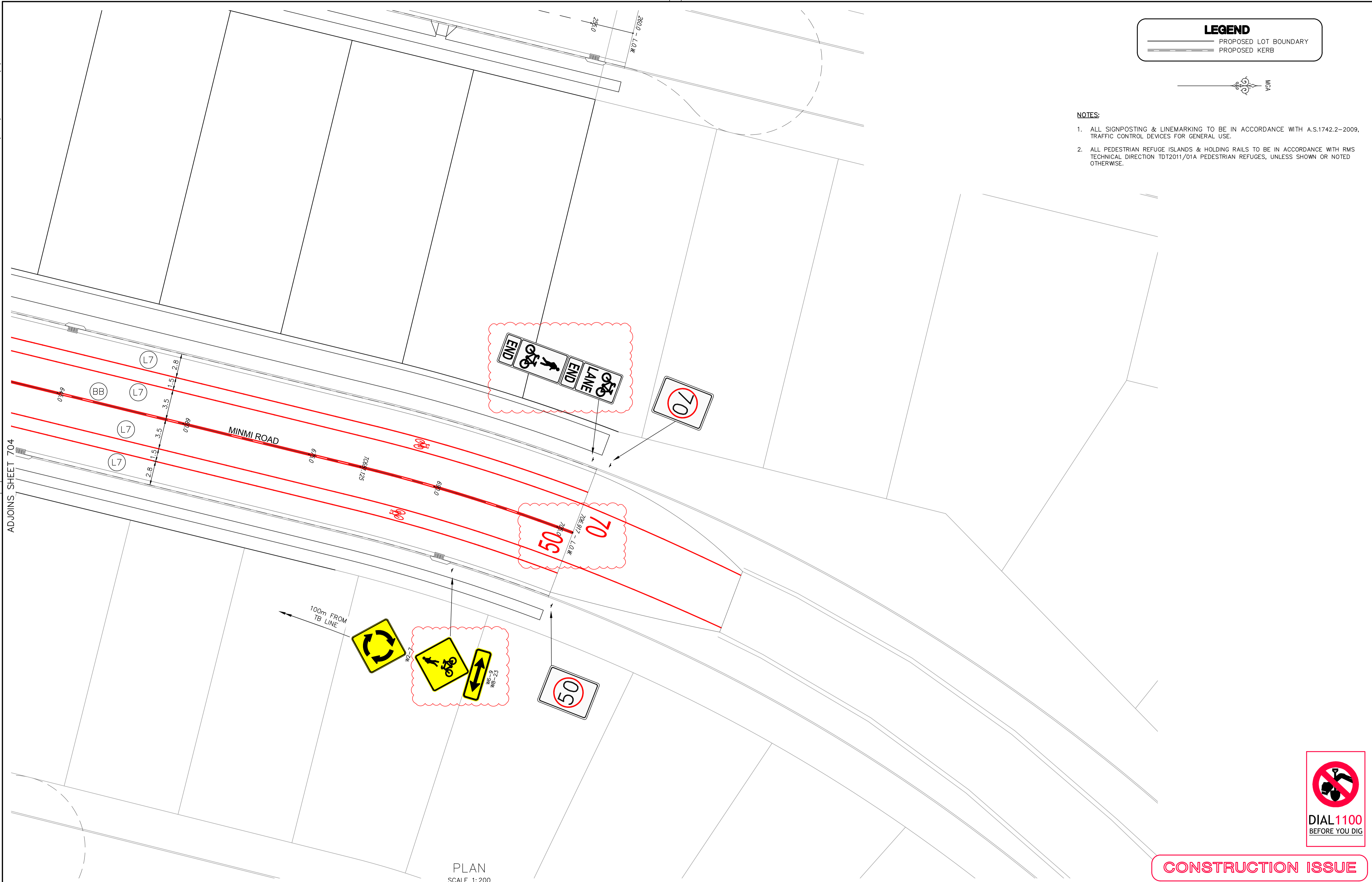
LEGEND

PROPOSED LOT BOUNDARY

PROPOSED KERB



- NOTES:**
- ALL SIGNPOSTING & LINEMARKING TO BE IN ACCORDANCE WITH A.S.1742.2-2009, TRAFFIC CONTROL DEVICES FOR GENERAL USE.
 - ALL PEDESTRIAN REFUGE ISLANDS & HOLDING RAILS TO BE IN ACCORDANCE WITH RMS TECHNICAL DIRECTION TDT2011/01A PEDESTRIAN REFUGES, UNLESS SHOWN OR NOTED OTHERWISE.



PLAN
SCALE 1:200



CONSTRUCTION ISSUE

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES	CLIENT	PROPERTY DESCRIPTION	PROJECT	PLAN TITLE	SURVEYED	DATUM	PROJECT No.	DISCIPLINE	NUMBER	REV.
B	06.08.2019	REVISED ISSUE TO CITY OF NEWCASTLE COUNCIL	D.W.	D.W.	M.A.	L.G.	 0 5 10 A1 / A3 1:200 / 1:400	adw Johnson Hunter Office Unit 7/335 Hillsborough Rd Warners Bay N.S.W. 2282 Phone: (02) 4978 5100 Fax: (02) 4978 5199 email: hunter@adwjohanson.com.au www.adwjohanson.com.au ABN 62 129 445 398	PROPOSED SUBDIVISION PRECINCT 1B, STAGE 1 LOTS 2 & 3 D.P.1230960 MINMI ROAD, MINMI DA 2015/10393	MINMI PRECINCT 1B - STAGE 1	LINEMARKING AND SIGNAGE PLAN: SHEET 5	ADW Johnson	A.H.D.	239736(1B1) -	ENG	705	7
1	02.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.											
2	21.10.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.											
3	20.11.2019	ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.											
4	25.11.2019	THRESHOLD ADDED / ISSUED FOR CONSTRUCTION	D.W.	D.W.	M.A.	L.G.											
5	26.03.2024	SIGNAGE AND LINEMARKING ADDED	D.W.	D.W.	M.A.	L.G.											
6	04.04.2024	NCTC COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.											
7	05.04.2024	CLIENT COMMENTS ADDED	D.W.	D.W.	M.A.	L.G.											



Execution

Executed as a Deed

Dated: 23 September 2024

Executed by the COUNCIL:

Amy Ryan
Interim Executive Manager Planning and
Development

General Manager or delegate

Witness

Georgia-Rose Carpenter _____

Name

Executed by the Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

Director

David Winten Rothwell

Name

Director / Secretary

William Archer Rothwell

Name



Executed by the Developer:

Developer

Witness

Witness Name