

Contract for the sale of land – 2016 edition

TERM

MEANING OF TERM

Vendor's agent Urban Land & Housing Group Pty Ltd
Suite 5.14/5 Celebration Drive, Bella Vista NSW 2153
Ph 9672 6055 Fax 9672 6099

Co-agent
Vendor Coops (NSW) Pty Ltd ACN 073 530 588
Suite 5, Level 5, 66 Hunter Street
Sydney NSW 2000

Vendor's Solicitor Andrews & Holm Lawyers
PO Box 66, Queen Victoria Building NSW 1230
Ref: Andrew Mutton
Phone 02 9261 2709
Email andrew.mutton@ahlaw.com.au

Completion date The completion date specified in clause 32.1

Land Land (being proposed Lot) in an unregistered plan (copy attached) which is part of Lot 318
(Address, plan details and title reference) in Deposited Plan 1091621

Improvements ☒ vacant possession ☐ subject to existing tenancies
☐ house ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☒ other: Vacant land

Attached copies ☒ Documents in the List of Documents as marked or as numbered:
☐ Other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

Inclusions ☐ blinds ☐ dishwasher ☐ light fittings ☐ stove
☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment
☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna
☐ curtains ☐ other:

Exclusions

Purchaser

Purchaser's solicitor
Phone
Fax
Email

Price \$
Deposit \$ (10% of the price, unless otherwise stated)
Balance \$
Contract date (if not stated, the date this contract was made)

Buyer's agent

Vendor

Witness

GST AMOUNT (optional)
The price includes all
GST

Purchaser

☐ joint tenants ☐ tenants in common ☐ in unequal shares

Witness

ChoicesVendor agrees to accept a **deposit bond** (clause 3)☒ No☐ yes**Proposed electronic transaction** (clause 30)☒ No☐ yes in full**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ No☒ yes**GST:** Taxable supply☐ No☒ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ No☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number****List of Documents****General**

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☒ 7 section 149(5) information included in that certificate
- ☐ 8 sewerage connections diagram
- ☒ 9 sewer mains diagram
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or note (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 clearance certificate
- ☒ 23 land tax certificate

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws not set out in *legislation*
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 certificate under Management Act – section 109 (Strata Schemes)
- ☐ 51 certificate under Management Act – section 26 (Community Land)

Other

- ☐ 52

SECTION 66W CERTIFICATE

Property: Lot , Watagan Rise Estate, Paxton

Vendor: Coops (NSW) Pty Ltd ACN 073 530 588

Purchaser:

I, of ,
certify as follows:

1. I am a solicitor / conveyancer currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 in regard to a contract for the sale of land for the Property (**Contract**).
3. This Certificate is provided to remove the cooling off period in relation to the Contract.
4. I do not act for the Vendor and am not employed in the legal practice of a solicitor or conveyancer acting for the Vendor nor am I a member or employee of a firm of which a solicitor or conveyancer acting for the Vendor is a member or employee.
5. I have explained to the Purchaser / an officer or a person involved in the management of the Purchaser (if a company):
 - (a) The effect of the Contract for the purchase of that Property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this certificate to the Vendor, i.e. that the cooling off period does not apply in relation to this Contract.

Dated: _____

Solicitor / Conveyancer

Coops (NSW) Pty Ltd Sale of Anderson Avenue, Paxton**Attachments to contract for sale lot**

	Attachment	Included in contract
1	Special conditions	✓
2	Title search 318/1091621	✓
3	Deposited plan 1091621	✓
4	Unregistered plan of the land Lot Plan 13237L; L01; R1	✓
5	Deferred Commencement Operational Consent DA/8/2014/416/1	✓
6	Deferred Commencement Development Application DA/8/2014/416/1	✓
7	Proposed Residential Subdivision Development – Landscape Documentation	✓
8	Sewer mains diagram	✓
9	Cessnock City Council Section 149 Certificate	✓
10	Land Tax Clearance Certificate	✓
11	Requisitions on Title	✓

32 Definitions and interpretation

32.1 In this contract these terms (in any form) mean:

acceptable reduction means a reduction in the area of the property that is less than or equal to 5%.

attached requisitions the requisitions attached to this contract.

authority the Council and any government, semi or local government, statutory, public or other authority having jurisdiction over the property or the development site.

completion date is if at the contract date:

- (a) the plan of subdivision has not been registered, the date being the later of:
 - 14 days after the date the vendor serves notice of registration of the plan of subdivision; and
 - 35 days after the contract date.
- (b) the plan of subdivision has been registered, the date being 35 days after the contract date.

consent authority means the Council or the Land and Environment Court or any authority or court having authority or jurisdiction over the property.

Council Cessnock City Council.

development the development of the development site into subdivided residential allotments.

development activities any work intended to be carried out by the vendor or any other person, to implement the development on the development site including:

- (a) the subdivision of land;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the development site; and
- (c) the dedication of any land.

development consent development approval DA/8/2014/416/1 for the development, as amended from time to time.

development site Lot 318 in Deposited Plan 1091621.

expert means a person with qualifications or experience in the relevant area nominated by the President for the time being of the Australian Property Institute (Inc) NSW Division.

GST any tax, levy charge or impost implemented under the GST Act.

lot means a lot in the development.

plan instrument the s.88B and/or s.88E instrument (if any intended to be lodged with the plan of subdivision) with or without any changes permitted under this contract.

plan of subdivision a plan of subdivision of the development site as described in "Land – Unregistered plan" on page 1 of this contract, substantially in the form of the

attached plan Project No 13237L; Drawing Number L01; Revision 1, with or without any changes permitted under this contract.

printed conditions the printed conditions of sale contained in the Contract for Sale of Land – 2016 edition.

property means the proposed lot in the plan of subdivision described in “Land – Unregistered plan” on page 1 of this contract.

registration means registration by the Land and Property Information.

relevant date is if at the contract date:

- (a) The plan of subdivision has not been registered, the completion date;
- (b) The plan of subdivision has been registered, the contract date.

selling and leasing activities includes:

- (a) the placement and maintenance in or about the development site (but not the property) of:
 - signs, advertisements, boards, writing, plates, signals, illumination, banners and insignia; and
 - stalls or associated facilities for the use of salespersons; and
- (b) any even for function held on the development site (but not the property), in connection with the selling or leasing of lots within the development site owned by the vendor.

sunset date means 31 December 2018 or such extended date pursuant to clause 35.5.

works means construction of the development on the development site generally in accordance with the development consent and the provisions of this contract.

32.2 In this contract unless the contrary intention appears a reference to:

- 32.2.1 The singular includes the plural and vice versa;
- 32.2.2 Any gender includes all other genders;
- 32.2.3 A person includes a corporation, partnership, joint venture, association, authority, trust, state or government;
- 32.2.4 A person includes the person’s executors, administrators, successors and substitutes (including, persons taking by novation a assigns); and
- 32.2.5 A body or authority includes a corporation, partnership, joint venture association, and any replacement body, authority or person serving the same function or acting in the same capacity as that body or authority.

32.3 Notwithstanding clause 1 of this contract, the terms defined in clause 1 and clause 30 are defined terms whether or not these terms are in italics.

32.4 If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

32.5 If there is a conflict between these special conditions and the printed form or conditions of this contract, these special conditions prevail.

32.6 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.

- 32.7 The word “includes” in any form is not a word of limitation.
- 32.8 Rights under this contract which can apply after completion continue to apply after completion.
- 32.9 The vendor does not promise, represent or state that any documents attached to this contract are accurate or current.

33 Variations to the printed conditions

- 33.1 The printed conditions of this contract are amended as follows:-
- 33.1.1 Clause 2.4 is amended by deleting “cash (up to \$2000) or”.
 - 33.1.2 Clause 2.9 is amended by inserting at the end of that clause, “the purchaser must provide the vendor with the purchaser’s tax file number within 7 days of the date of this contract, otherwise tax may be deducted from the purchaser’s proportion of any interest earned on the deposit at the top marginal rate”.
 - 33.1.3 Clause 5.1 is replaced so that it reads:-
“if it arises out of this contract - within 14 days after the day on which the vendor serves notice of registration of the plan of subdivision;”.
 - 33.1.4 Clause 5.2 replaced so that it reads:-
“if it arises out of anything served by the vendor on the purchaser – within 14 days after the day of that service or within 14 days after the day on which the vendor serves notice of registration of the plan of subdivision, whichever is the earlier; and”.
 - 33.1.5 Clauses 6.2 and 6.3 are deleted.
 - 33.1.6 Clause 7.1.1 is amended by substituting “1%” in place of “5%” therein.
 - 33.1.7 Clause 7.2.1 is amended by substituting “1%” in place of “10%” therein.
 - 33.1.8 Clause 8.1 is amended by deleting “on reasonable grounds”.
 - 33.1.9 The first line of clause 10.1 is replaced with:
“The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of –“
 - 33.1.10 Clause 10.1.8 and 10.1.9 are amended by inserting after the word “substance” the words “or existence”.
 - 33.1.11 Clause 13 is to be interpreted on the basis that the purchase price is inclusive of all GST.
 - 33.1.12 Clause 14.4.2 is deleted.
 - 33.1.13 Clause 16.5 is amended by deleting “plus another 20% of that fee”.
 - 33.1.14 Clause 16.7 is amended by deleting “cash (up to \$2000) or”.
 - 33.1.15 Clause 16.8 is deleted.
 - 33.1.16 Clause 16.12 is amended by replacing “NSW but the vendor must pay the purchaser’s additional expenses, including any agency or mortgage fee” with “the Sydney CBD”.
 - 33.1.17 Clause 20.4 is amended by inserting the words “or guarantor” after the word “party”.

31.1.18 clauses 23 to 29 (both inclusive) are deleted.

34 Representations and warranties negated and obligations relating to the property

- 34.1 The purchaser warrants that, unless otherwise stated in this contract, it has not entered into this contract in reliance on any statement, representation, promise or warranty made by the vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the property.
- 34.2 The purchaser expressly acknowledges and agrees that as at the contract date the terms and conditions set out in this contract contain the entire agreement in relation to the property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made to it prior to execution. The purchaser further acknowledges that it has not been induced to enter into this contract by any representation verbal or otherwise made by or on behalf of the vendor which is not set out in this contract.
- 34.3 The purchaser warrants that it has obtained appropriate independent advice on and is satisfied about:
- 34.3.1 the purchaser's obligations and rights under this contract;
 - 34.3.2 the nature of the property and the purposes for which the property may be lawfully used;
 - 34.3.3 any financial return, income and investment advice despite:
 - 34.1.1.1 Any forecasts or feasibility; and
 - 34.2.1.1 Information relating directly or indirectly to the purchase of the property by the purchaser as an investment on any basis whatsoever.
- 34.4 Without limiting the foregoing the purchaser warrants that when entering into this contract, the purchaser relied exclusively on the following matters independently of any statement, representation, promise or warranty made by or on behalf of the vendor (including any estate agent acting on behalf of the vendor);
- 34.4.1 the inspection of and investigations relating to the development site and the property made by or on behalf of the purchaser;
 - 34.4.2 the warranties, representation and annexures expressly contained in this contract;
 - 34.4.3 the skill and judgment of the purchaser, its consultants and representatives; and
 - 34.4.4 opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.
- 34.5 Subject to this contract, the purchaser:
- 34.5.1 accepts the property in the property's state of repair and condition at the relevant date and subject to all latent and patent defects;
 - 34.5.2 accepts that the area available for building a dwelling or other structure on the property may be subject to a building envelope control;

- 34.5.3 accepts that the ultimate plan of subdivision of the development site may not be as set out in the plan of subdivision and may not proceed at all; and
- 34.5.4 cannot make a claim or requisition, delay completion or rescind or terminate this contract in respect of:
 - 34.1.1.1 the state of repair or condition of the property at the relevant date;
 - 34.2.1.1 any latent or patent defects;
 - 34.3.1.1 the absence of any gas connection; or
 - 34.4.1.1 any other matter referred to in this clause 34.
- 34.6 For the purposes of this clause 34, "property" includes the development site.

35 Condition precedent to completion and sunset date

- 35.1 Completion of this contract is subject to and conditional on registration of the plan of subdivision on or before the sunset date (or such extended date pursuant to the provisions of clause 35.5).
- 35.2 The vendor is not in breach of this contract if the condition set out in clause 35.1 does not occur by the sunset date.
- 35.3 The vendor shall use all reasonable endeavours to procure registration of the plan of subdivision by the sunset date.
- 35.4 Should the conditions set out in clause 35.1 not be satisfied (or waived by the vendor in the case of clause 35.1.2) by the sunset date either party may, prior to registration of the plan of subdivision rescind this contract by serving a notice to the other party. The purchaser acknowledges and agrees that its only right or remedy available in the event that the condition in clause 35.1 is not satisfied is the right of rescission contained in this clause, and the vendor will not be liable to pay to the purchaser any damages, costs or expenses.
- 35.5 In addition to the provisions of clause 35.1 the vendor may extend the sunset date by each day that the vendor or its civil works contractor have been delayed by reason of:
 - 35.5.1 inclement weather or conditions resulting from inclement weather;
 - 35.5.2 any civil commotion, combination of workmen strikes or lockouts affecting the progress of the works;
 - 35.5.3 any delay in any approval required for the development or for development activities necessary or desirable for the completion of the development; or
 - 35.5.4 any matter or thing beyond the control of the vendor.The maximum permitted extension period of the sunset date under this clause 35.5 is 12 months.
- 35.6 The vendor, acting reasonably, is the sole determinator of the vendor's entitlement to extensions of time under clause 35.5.
- 35.7 A certificate by the vendor in relation to extensions of time under clause 35.5 is final, conclusive and binding on the parties.

36 Late completion and notices to complete

36.1 If completion does not take place on the completion date in accordance with clause 15:

36.1.1 The purchaser must pay in addition to the price, interest on the unpaid balance of the price at the rate of 10% per annum calculated daily from and including the completion date to but excluding the actual day of completion.

36.1.2 It is an essential term of this contract that the interest must be paid on and as a condition of completion.

36.1.3 Interest payable under this clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract.

36.1.4 The right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract.

36.1.5 Despite clause 14, adjustments are to be made as at the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion.

36.2 The purchaser need not pay interest under clause 36.1 for any period during which completion has been delayed by the vendor.

36.3 For the purposes of clause 15:

36.3.1 3:00pm on the day being not less than 14 days after the date of service of a notice to complete is a reasonable period to allow for completion; and

36.3.2 without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation, and at that party's option, issue a further notice to complete.

36.4 If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$150 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by separate settlement cheque on completion.

37 Changes to plan of subdivision

37.1 Before registration the vendor may make changes to the draft plan of subdivision which the vendor considers necessary or desirable including:

37.1.1 changes to the numbering of lots;

37.1.2 changes to the dimensions or areas of lots;

37.1.3 changes to the location of lots;

37.1.4 changes to the location of easements and restrictions as to user;

37.1.5 implementing easements for drainage along a boundary or boundaries of the property;

37.1.6 installation of electricity sub-stations and the like.

- 37.2 Subject to clause 37.3, the purchaser cannot make any objection requisition or claim, delay completion or rescind or terminate in respect of any changes to the plan of subdivision including without limitation:
- 37.2.1 Any increase or acceptable reduction in the area of the property;
 - 37.2.2 Any minor variation in the location of the property from the location shown on the draft plan of subdivision attached to this contract; or
 - 37.2.3 Any variation in the number of lots in the plan of subdivision or the numbering of lots or the dimensions or area or location of any lot other than the property.
- 37.3 If the vendor varies the draft plan of subdivision attached to the contract at the time of exchange so as to:
- 37.3.1 reduce the area of the property forming part of the property to an extent which exceeds an acceptable reduction; or
 - 37.3.2 vary the location of the property to an extent which is other than minor when compared to the location of the property shown on the draft plan of subdivision attached to this contract at the time of exchange,
- then the vendor shall notify the purchaser in writing of such variation (the **plan of subdivision variation notice**) and the purchaser may rescind this contract, in which event the provisions of clause 19 shall apply.
- 37.4 Any disagreement between the vendor and the purchaser in relation to whether a variation in the area or location of the property is other than minor or as permitted under this clause, must be notified in writing by the purchaser to the vendor within 14 days of the date of service of a copy of the varied plan of subdivision. Should the vendor agree that the amendment is not minor or is not permitted under this contract it shall serve a notice on the purchaser stating that the purchaser may rescind this contract within 14 days from the date of such notice. Should the vendor not agree that the amendment is not minor or that the amendment is prohibited under this contract it shall refer the disagreement to an expert and the expert's decision will be final and conclusive and binding on the parties, including any decision as to the party or parties who are to bear the costs of the determination.
- 37.5 The right of rescission specified in clause 37.3, if any, must be exercised (despite clause 19.1.1) within 14 days (time being of the essence) of the date of service of the plan of subdivision variation notice.
- 37.6 If clause 37.4 applies, the right of rescission specified in clause 37.3 if any, must be exercised (despite clause 19.1.1), should the expert determine that a right of rescission applies, within 14 days (time being of the essence) of the date of the expert's decision.
- 37.7 If a right of rescission conferred under clause 37.3 or clause 37.4 (as the case may be) is not exercised within 14 days (time being of the essence) of the right of recession accruing, this contract remains binding in all respects as though that right of rescission had never arisen.
- 37.8 The purchaser agrees that the right of rescission specified in this clause 37 is the only remedy available to the purchaser pursuant to this clause 37 and the vendor shall not be liable to the purchaser for any damages, costs or expenses.

38 **Changes to plan of subdivision instrument and easements and restrictions as to user**

38.1 The vendor may:

- 38.1.1 make changes to the plan of subdivision instrument;
- 38.1.2 create further easements, covenants and restrictions as to user in addition to those set out in the plan of subdivision and the plan of subdivision instrument or in this contract;
- 38.1.3 without limiting this clause 38, change the location of easements as set out in the plan of subdivision and the plan of subdivision instrument; and
- 38.1.4 create substation leases and the like,

which the vendor or any authority considers necessary or desirable for the development.

38.2 Subject to clause 38.3, the purchaser cannot make a claim or requisition or rescind or terminate in respect of any:

- 38.2.1 changes to the plan of subdivision instrument;
- 38.2.2 further easements, covenants and restrictions as to user created in addition to those set out in the plan of subdivision and the plan of subdivision instrument or in this contract;
- 38.2.3 changes in the location of any easements as set out in the plan of subdivision and the plan of subdivision instrument or any of them; and/or
- 38.2.4 substation leases or the like created.

38.3 If there are any:

- 38.3.1 further easements, covenants and restrictions as to user created in addition to those set out in the plan of subdivision and the plan of subdivision instrument or in this contract;
- 38.3.2 changes in the location of any easements as set out in the plan of subdivision and the plan of subdivision instrument; or
- 38.3.3 substation leases or the like created,

which may substantially and detrimentally affect the property then the vendor shall notify the purchaser in writing of such variation (the **instrument variation notice**) and the purchaser may rescind this contract, in which event the provisions of clause 19 shall apply.

38.4 Any disagreement between the vendor and the purchaser in relation to whether a variation substantially and detrimentally affects the property, must be notified in writing by the purchaser to the vendor within 14 days of the date of service of a copy of the instrument variation notice. Should the vendor agree that the variation substantially and detrimentally affects the property or is not permitted under this contract it shall serve a notice on the purchaser stating that the purchaser may rescind this contract within 14 days from the date of such notice. Should the vendor not agree that the variation substantially and detrimentally affects the property or is not prohibited under this contract it shall refer the disagreement to an expert and the expert's decision will be final and conclusive and binding on the parties, including any decision as to the party or parties who are to bear the costs of the determination.

- 38.5 The right of rescission specified in clause 38.3, if any, must be exercised (despite clause 19.1.1) within 14 days (time being of the essence) of the date of service of the plan of instrument variation notice.
- 38.6 If clause 38.4 applies, the right of rescission specified in clause 38.3 if any, must be exercised (despite clause 19.1.1), should the expert determine that a right of rescission applies, within 14 days (time being of the essence) of the date of the expert's decision.
- 38.7 If a right of rescission conferred under clause 38.3 or clause 38.4 (as the case may be) is not exercised within 14 days (time being of the essence) of the right of recession accruing, this contract remains binding in all respects as though that right of rescission had never arisen.
- 38.8 The purchaser agrees that the right of rescission specified in this clause 38 is the only remedy available to the purchaser pursuant to this clause 38 and the vendor shall not be liable to the purchaser for any damages, costs or expenses.

39 Replacement of attachments

- 39.1 At any time before completion the vendor may serve notice that it wishes to replace a document attached to this contract, other than the printed conditions and these special conditions, with another document (being a document a copy of which is forwarded with that notice).
- 39.2 From and including the day a notice under clause 39.1 is served, the replaced document is taken to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.
- 39.3 Subject to clause 39.4, the purchaser may not make a claim or requisition, delay completion, rescind or terminate because the vendor has served a notice under clause 39.1 and the replaced document is taken to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.
- 39.4 If there is a difference between the replaced documents and the documents substituted for it which in the vendor's reasonable opinion substantially and detrimentally affects the property then the vendor shall in its notice served under clause 39.1 include a statement that, owing to the substantial and detrimental nature of the difference, the purchaser may rescind this contract (**adverse replacement notice**). Upon receipt of an adverse replacement notice the purchaser may rescind this contract in which case the provisions of clause 19 shall apply.
- 39.5 Any disagreement between the vendor and the purchaser arising in connection with clause 39.4 must be notified in writing by the purchaser to the vendor within 14 days of the date of service of the adverse replacement notice. Should the vendor agree that the difference substantially and detrimentally affects the property it shall serve a notice on the purchaser stating that the purchaser may rescind this contract within 14 days of the date of service of such notice. Should the vendor disagree that the difference substantially and detrimentally affects the property it shall refer the disagreement to an expert, and the expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the expert's decision is made or if there is no such party then by the party or parties who the expert determines is or are to bear the costs.

- 39.6 The right of rescission specified in clause 39.4, if any, must be exercised (despite clause 19.1.1) within 14 days (time being of the essence) of the date of service of the adverse replacement notice.
- 39.7 If clause 39.5 applies, the right of rescission, if any, must be exercised (despite clause 19.1.1) within 14 days (time being of the essence) of the date of the experts decision.
- 39.8 If the right of rescission conferred by clause 39.4 or clause 39.5 (as the case may be) is not exercised within 14 days (time being of the essence) of the right of rescission accruing, this contract remains binding in all respects as though that right of rescission had never arisen.
- 39.9 The purchaser agrees the right of rescission specified in clause 39.4 or clause 39.5 (as the case may be) is the only remedy available to the purchaser in relation to any disagreement arising in connection with clause 39 and the vendor shall not be liable to the purchaser for any damages, costs or expenses.
- 39.10 The purchaser agrees that in respect of the matters referred to in clause 37 and 38, that the rights and obligations of the parties and the remedies set out therein prevail to the extent of any inconsistency with this clause 39.

40 Notations on property certificate of title

- 40.1 The purchaser is aware that the notations in or to the effect of those set out in clause 40.2 may be endorsed on certificate of title issued or to be issued in respect of the property.
- 40.2 For the purposes of clause 40.1 the notations that may be endorsed on the certificate of title issued or to be issued in respect of the property are:
- 40.2.1 Reservations and conditions in the crown grant(s); and
 - 40.2.2 Easements, restrictions as to user, covenants, reservations and conditions.
 - 40.2.3 Any matter disclosed in this contract which may be noted on the certificate of title except where not so entitled under this contract.
- 40.3 The purchaser further acknowledges that the title(s) to the development site and/or the property may be affected or amended by any one or more of the following:
- 40.3.1 Redefinition of boundaries;
 - 40.3.2 Road re-alignment or dedication;
 - 40.3.3 Leases, easements, restrictions on use or positive covenants (including those created for on-site detention systems) or dedication; and
 - 40.3.4 Variations of the proposed boundaries between the lots in the plan of subdivision (other than minor variations to the property boundaries permitted pursuant to this contract),
 - 40.3.5 Any other documents required to deliver this contract and/or obtain title to the land.

that the vendor is required to create, or in its discretion reasonably considers necessary or desirable to be created, in connection with the development site or on registration of the plan of subdivision or in connection with any other document or dealing pertaining to title to the property and/or other lots in the plan of subdivision.

40.4 The purchaser cannot make a claim or requisition or rescind or terminate in respect of the existence of:

40.4.1 The notations in or to the effect of those in clauses 40.2 or 40.3; or

40.4.2 Any matter disclosed in this contract which may be noted on those certificates of title except where otherwise so entitled under this contract.

41 On-selling

41.1 The purchaser agrees that:

41.1.1 Should the purchaser list the property for sale prior to completion, then the purchaser must comply with any requirement of the vendor in relation to any inspection of the property required, including coordinating such inspection with the vendor's agent and/or civil works contractor; and

41.1.2 The purchaser will not before completion offer the property for sale through any real estate agent other than the real estate agent currently appointed as the real estate agent for the sale of the vendor's unsold lots in the development.

41.2 The provisions of this clause shall not merge on completion.

42 Selling and leasing activities

42.1 The purchaser agrees that the vendor is entitled to conduct selling and leasing activities on the development site up to and following completion. Following completion the vendor must not conduct any selling and leasing activities on the property.

43 Land tax, council rates and water rates

Land tax adjustment

43.1 **Annexed** to this contract is a certificate under section 47 of the Land Tax Management Act 1956 disclosing there is no land tax charged on the property up to and including the tax year current as at the date of this contract. The purchaser is deemed to have been served with the annexed land tax certificate on the date of this contract.

43.2 If at completion, a separate assessment for land tax in respect of the property for the current rating year as at completion has not been issued, the vendor must pay the actual separate assessment if and when it issues. On completion the purchaser must adjust the amount of \$1,000 per annum on a paid basis and no regard is to be had to the actual separate assessment if and when it issues.

Council Rates adjustment

43.3 If at completion, a separate assessment for council rates in respect of the property for the current rating year as at completion has not been issued, the vendor must pay the actual separate assessment if and when it issues. On completion the purchaser must adjust the amount of \$250 per quarter on a paid basis and no regard is to be had to the actual separate assessment if and when it issues

Water Rates adjustment

- 43.4 If at completion, a separate assessment for water and sewerage rates in respect of the property for the current rating quarter current as at completion has not been issued, the vendor must pay the actual separate assessment if and when it issues. On completion the purchaser must adjust the amount of \$200 per quarter on a paid basis and no regard is to be had to the actual separate assessment if and when it issues.

Payment of Council and Water Rates, Land Tax by Vendor

- 43.5 The vendor must on or before completion, pay or procure the payment of any assessment for land tax issued before completion for the property or the development site (as applicable) either in full or to the extent necessary to free the property as at completion from any charge for the payment of land tax.
- 43.6 The vendor must, on or before completion, pay or procure the payment of:
- 43.6.1 Any assessment for council rates; and
 - 43.6.2 Any assessment for water and sewerage rates issued before completion for the property or the development site (as applicable) either in full or to the extent necessary to free the property as at completion from any charge for the payment of rates.

44 Transfer & requisitions

- 44.1 The purchaser must serve the form of transfer within seven days after the vendor's solicitor advises the purchaser's solicitor in writing of registration of the plan of subdivision and the relevant lot and plan number required to complete the transfer.
- 44.2 The purchaser agrees that for the purposes of clause 5 the requisitions or general questions about the property or the title:
- 44.2.1 Must be in the form of the attached requisitions; and
 - 44.2.2 Are taken to be served on the date of this contract.
- 44.3 Nothing in this clause 44 shall prevent the purchaser from making any requisitions on title not dealt with in the form of the attached requisitions.
- 44.4 The purchaser must serve any such additional requisitions on title within seven days after the vendor's solicitor advises the purchaser's solicitor in writing of registration of the plan of subdivision.

45 Agent

- 45.1 The purchaser warrants that the purchaser was not introduced to the vendor or to the property by or through the medium of a real estate agent, or an employee of a real estate agent, other than the vendor's agent (if any) referred to on the front page of this contract.
- 45.2 The purchaser must at all times indemnify the vendor from and against:
- 45.2.1 Any claim for commission made by any person other than the vendor's agent arising out of a breach of the warranty in clause 45.1; and
 - 45.2.2 All actions, proceedings and expenses arising out of any such claim.

46 **Capacity**

Without affecting any other right of the vendor, if the purchaser:

- 46.1 Being an individual dies or becomes incapable because of unsoundness of mind to manage the purchaser's own affairs, the vendor can rescind; or
- 46.2 Being a company:
 - 46.2.1 resolves to go into liquidation;
 - 46.2.2 has a petition for its winding up presented and not withdrawn within 30 days of presentation;
 - 46.2.3 enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act or any similar legislation; or
 - 46.2.4 has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed,

the purchaser will have failed to comply with an essential provision of this contract and the vendor can terminate this contract in accordance with clause 9.

47 **FIRB requirements**

- 47.1 The purchaser warrants that if it is a foreign person as defined in *the Foreign Acquisitions and Takeovers Act 1975* (Cth) (the **FIRB Act**), it has obtained the consent of FIRB in accordance with the provisions of the FIRB Act to its purchase of the property. The purchaser hereby indemnifies the vendor against all liability, loss, damage and expenses the vendor may suffer or incur as a direct or indirect result of a breach of this warranty.

48 **Discharge of mortgage and withdrawal of caveat**

- 48.1 If a mortgage or caveat is recorded on the property the purchaser must on completion accept a discharge of that mortgage or withdrawal of that caveat insofar as it relates to the property. A discharge of mortgage or withdrawal of caveat given to the purchaser under this clause must be in registrable form and the vendor must make allowance to the purchaser for registration fees on completion.

49 **Lodgement by purchaser of caveat**

- 49.1 The purchaser must not at any time prior to completion lodge a caveat for notation on the certificate of title for the property or for the development site.

50 **Guarantee and indemnity**

- 50.1 If the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the purchaser must procure the completion and execution of the attached guarantee by at least two directors of the purchaser corporation, or by one director if the purchaser is a sole director corporation.

51 **Deposit Guarantee**

- 51.1 The following clause applies only if the purchaser has paid the deposit by way of a bank or deposit guarantee.

- 51.2 In this contract, “**Deposit Guarantee**” means an unconditional bank guarantee issued in the names of the vendor and the purchaser by an Australian bank or other authorised institution, as may be approved by the vendor and which must be on terms reasonably acceptable to the vendor, and which has either no expiry date or whose expiry date is at least 6 months after the sunset date.
- 51.3 Subject to clause 51.4 and 52.5 the delivery of the Deposit Guarantee on or before the date of this contract, to the person nominated in this contract as the deposit holder will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purpose of this contract to be payment of the deposit in accordance with this contract.
- 51.4 The purchaser must pay the amount stipulated in the Deposit Guarantee to the vendor in case or by unendorsed bank cheque on completion of this contract or at such other time as this contract may require the deposit to be paid to the vendor.
- 51.5 If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the guarantor under the Deposit Guarantee, the purchaser will immediately pay the deposit (or so much of the deposit as has not been paid) to the depositholder.
- 51.6 The vendor acknowledges that payment by the guarantor under the Deposit Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser’s obligation to pay the deposit under clause 51.5.
- 51.7 Accordingly, should the vendor exercise its right to extend the sunset date pursuant to clause 35.5 and the Deposit Guarantee provided by the purchaser has an expiry date that lapses before the date to which the sunset date is extended, then the purchaser must provide, at least 30 days before the expiry of the Deposit Guarantee provided, either a bank cheque in favour of the vendor’s solicitors for the deposit or a replacement Deposit Guarantee which has an expiry date occurring after the extended sunset date.
- 51.8 If the purchaser fails to provide either a bank cheque or a replacement Deposit Guarantee under clause 51.7, the purchaser will have breached an essential term of this contract. The vendor may then at its election terminate this contract or leave the contract on foot. The vendor may claim under the existing Deposit Guarantee at any time during the 30 days prior to its expiry and either apply that money by way of forfeiture of deposit (if this contract has been terminated) or apply that money as the deposit under this contract.

52 **Assignment**

- 52.1 The vendor may novate its rights and obligations under this contract to another person where that other person accepts that it is bound by all the rights and obligations of the vendor under this contract.

53 **Non-merger**

- 53.1 The provisions of this contract continue to apply despite completion.

Guarantee Agreement

To: Coops (NSW) Pty Ltd

1 I*/We*,
of.....
andof
.....aged
respectively.....years and.....years are a
director*/both directors* of.....Pty Limited
ACN.....(the "purchaser") which company is the purchaser
under this contract

2 In consideration of your agreeing to enter into this contract with the purchaser,
I*We hereby jointly and severally unconditionally guarantee to you the obligations
of the purchaser under this contract and due performance of the purchaser's
obligations under this contract and the due and punctual payment by the
purchaser of all monies due to be paid by the purchaser under this contract upon
the terms set out in this contract

Dated:.....

SIGNED by:.....)
in the presence of:)

.....
Solicitor

SIGNED by:.....)
in the presence of:)

.....
Solicitor

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 318/1091621

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/6/2015	5:17 PM	3	9/1/2009

LAND

LOT 318 IN DEPOSITED PLAN 1091621
AT PAXTON
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF ELLALONG COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1091621

FIRST SCHEDULE

COOPS (NSW) PTY LIMITED

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 5655209 COVENANT
- 3 DP1022061 EASEMENT FOR POWER LINE 15 METRES WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1091621 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DP1022061

Registered 9-1-2001

U.S.

Title System: TORRENS

Purpose:

Ref. Map: PARISH

Lost Place: (NP 7396) DP 817644

PLAN OF EASEMENT FOR
POWERLINE 15 WIDE WITHIN
LOT 100 DP 817644

Lengths are in metres. Reduction Ratio 1 : 4000

LGA: CESSNOCK

Suburb Localities
PAXTONParish: ELLALONG

County: NORTHUMBERLAND

This is sheet 1 of my plan in sheets
(delete if inaudible)

Survey Certificate

4. MATTHEW JOSEPH SOMERS
of HARPER SOMERS P.V. LTD.
241 DENISON STREET, BROADMEADOW
a surveyor registered under the Surveyors Act 1929
herely certify that the survey represented in this plan
is accurate and has been made in accordance with the
Survey (Practice) Regulations, 1956 and was completed on
14TH NOVEMBER 2000

The survey refers to _____
(here specify the land actually surveyed or specify
any land known in the past that is not the subject of
this survey)
Bosham Lane

Zone: Sweden/Country

Signature _____

Plans used in order 817644

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

1. EASEMENT FOR POWERLINE
15 WIDE

SURVEYOR'S REFERENCE : 17701

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Filename : 177010P_EASE.DWG (14/11/2000)

(CHECKLIST)

: ५०५
: ५०५

: ५०५
: ५०५

CONTINUED

IT IS INTENDED TO DEDICATE THE EXTENSION OF REGGUM ROAD TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO CREATE LOT 315 AS DRAINAGE RESERVE.



Director
Suncorp-Metway Limited

By its duly constituted attorney under Power of Attorney Book 3859 No. 372

Phillip Reginald Payne Level 1

Department of Lands Approval
In approving this plan I certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

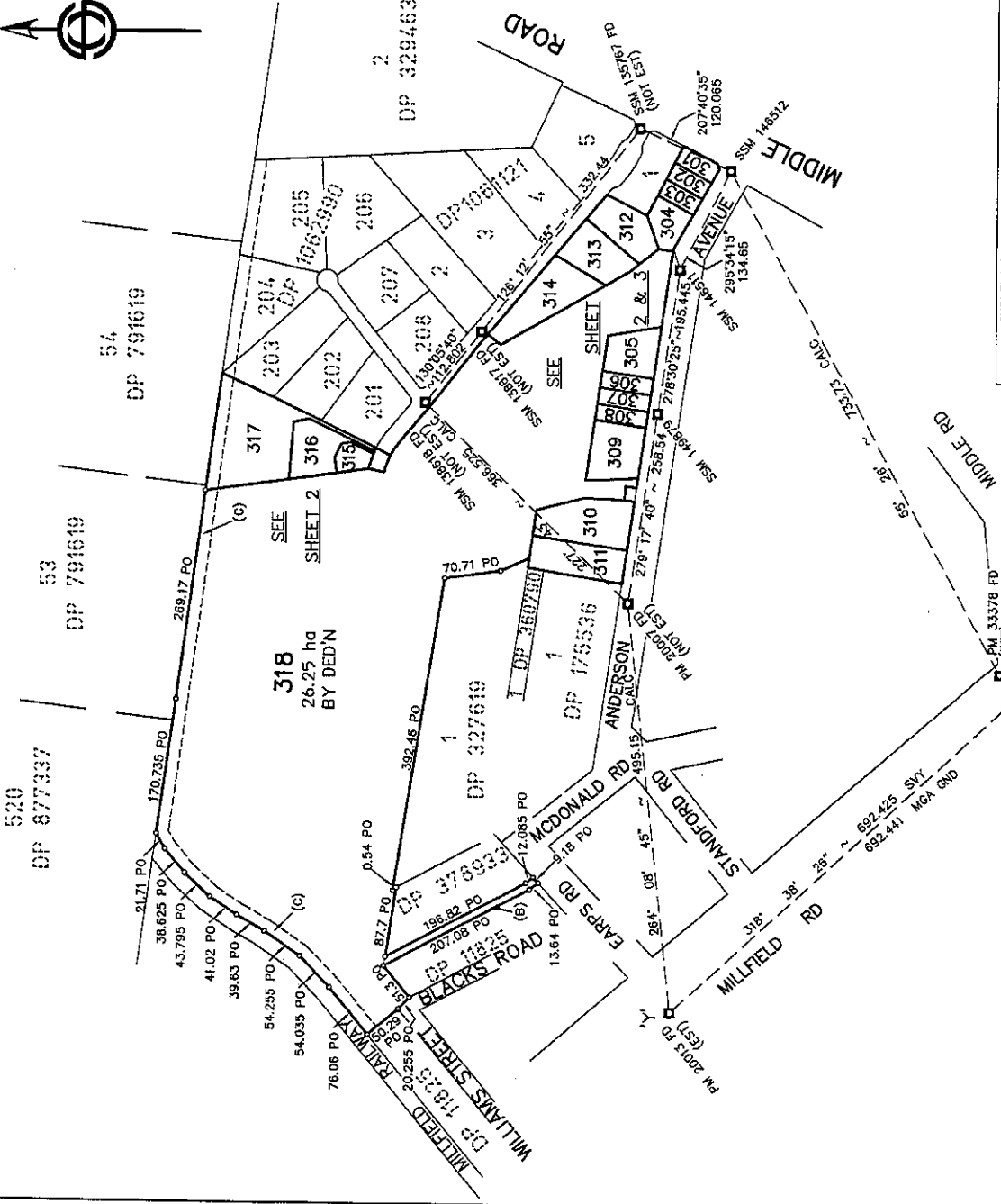
Subdivision Certificate
I certify that the provisions of a 1979 have been satisfied in relation to the proposed

Supervision
I am not a "land" or "new road"

Supervisor's Reference: 19807-STG3

Plan Drawing only to appear in this space

MGA



SURVEYING REGULATION 2001: CLAUSE 32(2)			
MARK	M.G.A. CO-ORDINATES	ZONE	CLASS ORDER
PM 19989	339 561.728	6 357 756.774	56 B U
PM 20013	339 104.235	6 358 276.441	56 B U
PM 33378	339 562.391	6 357 782.622	56 B U

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM L.P.1 ON 18TH FEBRUARY 2006.
COMBINED SEA LEVEL & SCALE FACTOR = 0.999895

(B) - PROPOSED DRAINAGE EASEMENT - MDE F688560 (DP 378933)
(C) - EASEMENT FOR POWERLINE 15 WIDE (MDE DP 1022064)

(CHECKLIST)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1091621
Registered: 5/5/2006
Title System: TORRENS
Purpose: SUBDIVISION
Ref Map: PARISH
Last Plan: DP1062990, (DP7396) #

PLAN OF SUBDIVISION OF LOT 209 DP 1062990

Lengths are in metres. Reduction Ratio 1: 4000

L.G.A.: CESSNOCK
Locality: PAXTON
Parish: ELLALONG
County: NORTHERLAND

This is sheet 1 of my plan in 3 sheets (Delete if inapplicable)

Survey Certificate
Survey Regulation 2001
I, JAMIE BRIAN BOSWELL
of HARPER SOMERS O'SULLIVAN
241 DENISON STREET, BROOMEADOWN
a surveyor registered under the Surveying Act 2002
do hereby certify that the plan is a true and correct copy of the original plan as submitted to me for registration.
In witness whereof, I have signed this certificate and the plan in duplicate, and one copy of the plan and this certificate have been filed in the Surveying Regulation 2001 and was completed on 10/10/2006.
The survey relates to JALIS 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 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DP1091621

Registered 5/5/2006

This is sheet 2 of my plan in 3 sheets dated 16TH FEBRUARY 2006

Surveyor registered under Surveying Act, 2002

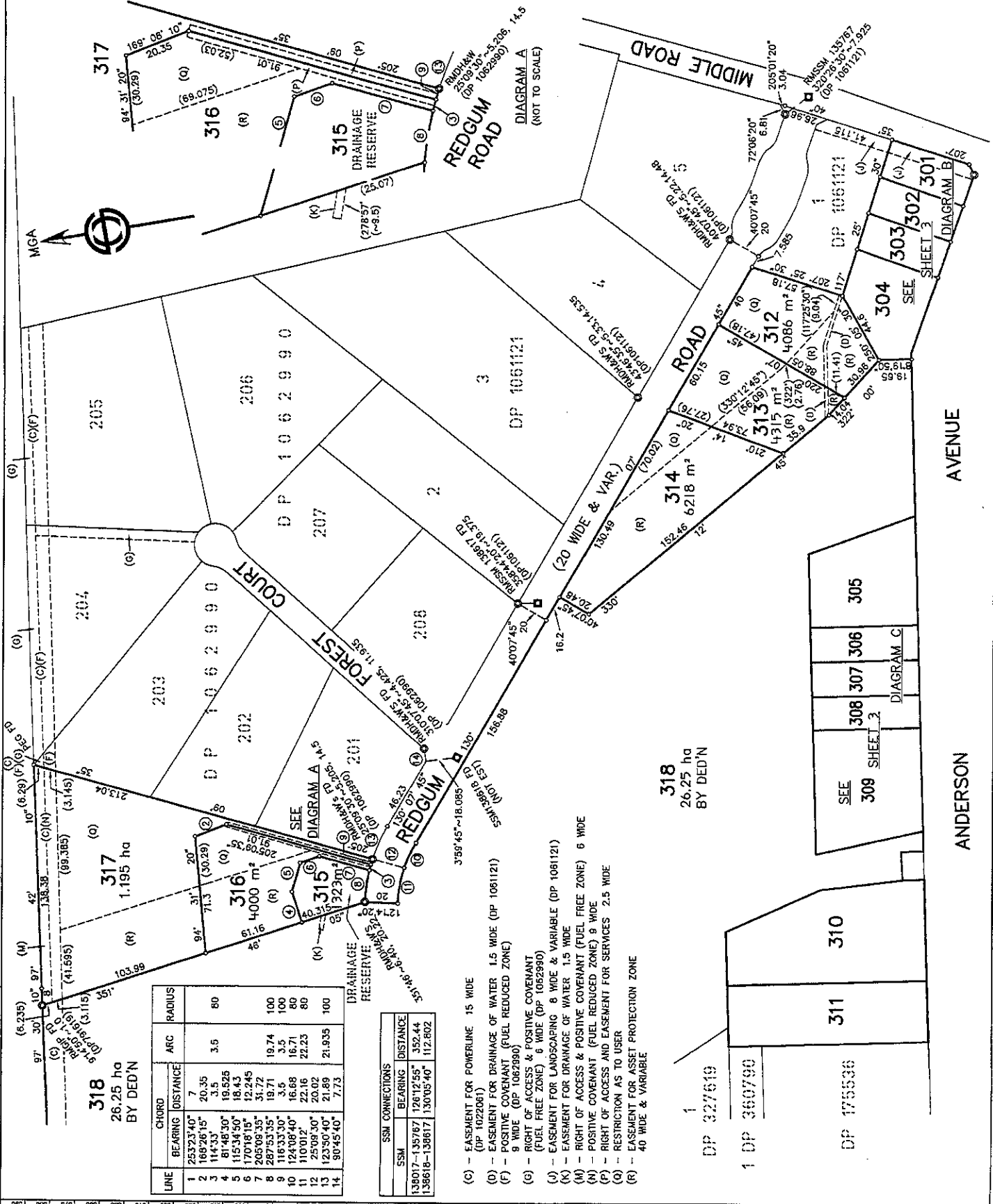
This is sheet 2 of my plan of 5 sheets covered by Subdivision Certificate No. 1000001554 of PITCH 271, 2006

Authorized Person/Engineer/Manager/Accountant/Outline

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1 : 1500

SURVEYOR'S REFERENCE : 19807_STG3



MGA



- (A) - EASEMENT TO DRAIN SEWERAGE VARIABLE WIDTH (231502)
- (O) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1081121)
- (J) - EASEMENT FOR LANDSCAPING 8 WIDE & VARIABLE (DP 1081121)
- (K) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (Q) - RESTRICTION AS TO USER
- (R) - EASEMENT FOR ASSET PROTECTION ZONE 40 WIDE & VARIABLE

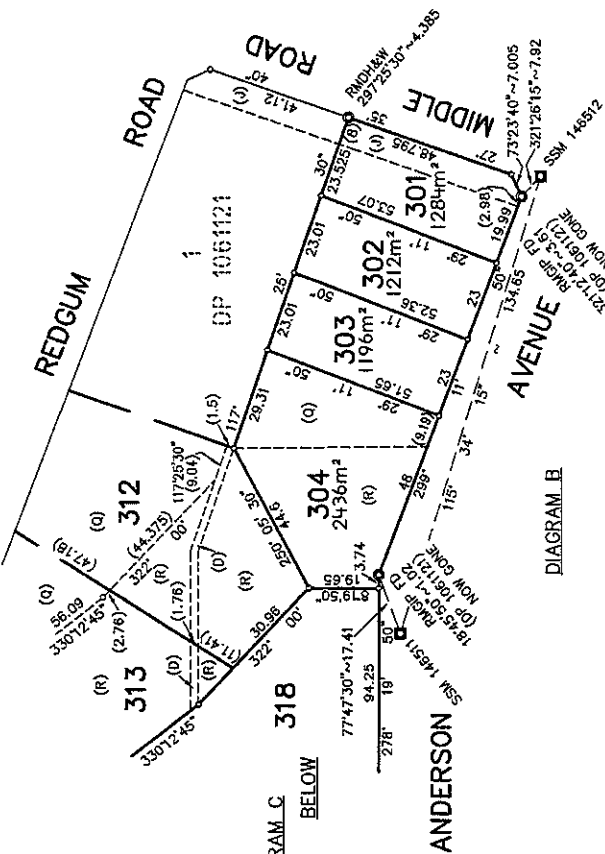


DIAGRAM A

318
26.25 ha
BY DED'N

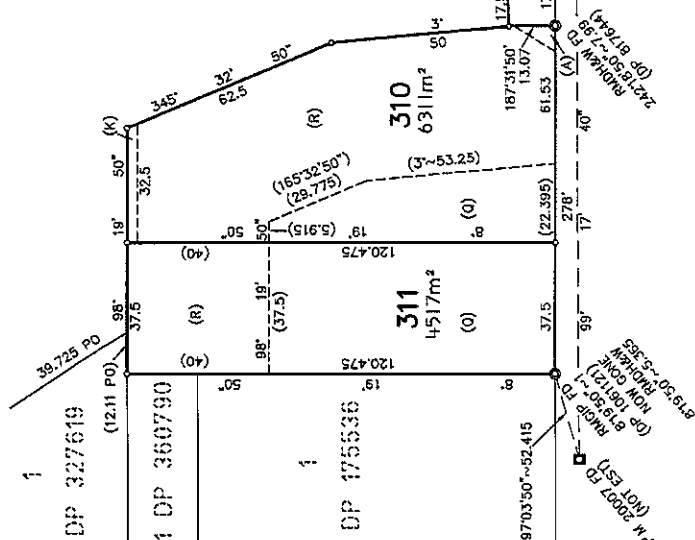


DIAGRAM B

SEE
DIAGRAM B
ABOVE

Form: 97-01T

Licence: 026CN/0526/96

TRANSFER (INCLUD

New South Wales
Real Property Act 1900

5655209Q

Instructions for filling out
this form are available
from the Land Titles Office

Office of State Revenue use only
OFFICE OF STATE REVENUE (N.S.W. TREASURY)

CLIENT No 3323749

STAMP DUTY \$2.00

TRANSACTION No. 12

ASSESSMENT DETAILS:

STAMP No. 292

SIGNATURE

DATE 11-1-99

(A) **LAND TRANSFERRED**

Show no more than 20 titles.
If appropriate, specify the
share or part transferred.

Folio Identifier 100/817644

(B) **LODGED BY**

LTO Box

Name, Address or DX and Telephone

557V

MAKINSON & d'ARICE
18/68 PITT ST SYDNEY

REFERENCE (15 character maximum):

DX 296 SYDNEY

(C) **TRANSFEROR**

COAL & ALLIED OPERATIONS PTY LIMITED A.C.N. 000 023 656

(D) acknowledges receipt of the consideration of Two Hundred Thousand Dollars (\$200,000.00)

and as regards the land specified above transfers to the transferee an estate in fee simple. For Covenant see "A"

(E) Encumbrances (if applicable)

1.

2.

3.

(F) **TRANSFEE**

T

TS

(s713 LGA)

TW

(Sheriff)

HARDIE OCEANIC PTY LIMITED A.C.N. 070 052 738

(G)

TENANCY:

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 3 Mar 1999

Signed in my presence by the transferor who is personally known to me.

THE COMMON SEAL of COAL & ALLIED OPERATIONS PTY

Signature of Witness

LIMITED A.C.N. 000 023 656 was hereunto affixed by authority of

Name of Witness (BLOCK LETTERS)

the Directors in the presence of:

X D.G.I.

Address of Witness Director

DUDLEY ISLES

Signed in my presence by the transferee who is personally known to me.

THE COMMON SEAL of HARDIE OCEANIC PTY LIMITED

Signature of Witness

A.C.N. 070 052 738 was hereunto affixed by authority of the

Name of Witness (BLOCK LETTERS)

Directors in the presence of:

Address of Witness Director

NB: if signed on the transferee's behalf by a solicitor or licensed conveyancer, show the signatory's full name in block letters.

DUNCAN JOHN HARDIE
DIRECTOR

LYNLEY JANE HARDIE
DIRECTOR

Page 1 of 2

CHECKED BY (LTO use)

17/07/99


THIS IS ANNEXURE "A" REFERRED TO IN TRANSFER (INCLUDING COVENANT)
BETWEEN COAL & ALLIED OPERATIONS PTY. LIMITED (TRANSFEROR) AND
HARDIE OCEANIC PTY. LIMITED (TRANSFeree)

The Transferee hereby covenants with the Transferor and its
assigns for the benefit of any adjoining land owned by the
Transferor during its ownership by the Transferor and the
Transferor's assigns (other than Purchasers on sale) that no
fence shall be erected on the property hereby transferred to
divide it from such adjoining land without the consent of the
Transferor or its assigns but such consent shall not be withheld
if the fence is erected without expense to the Transferor or its
assigns.


We certify this dealing correct for the purposes of the Real
Property Act, 1900.

THE COMMON SEAL of COAL & ALLIED
OPERATIONS PTY. LIMITED was hereunto
affixed in the presence of:

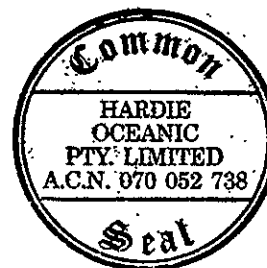



Secretary RICHARD STREET

(Also print name)


Director
DUDLEY ISLES
(Also print name)

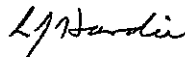
THE COMMON SEAL of HARDIE OCEANIC
PTY. LIMITED was hereunto affixed
in the presence of:




Secretary

(Also print name)

DUNCAN JOHN HARDIE
DIRECTOR

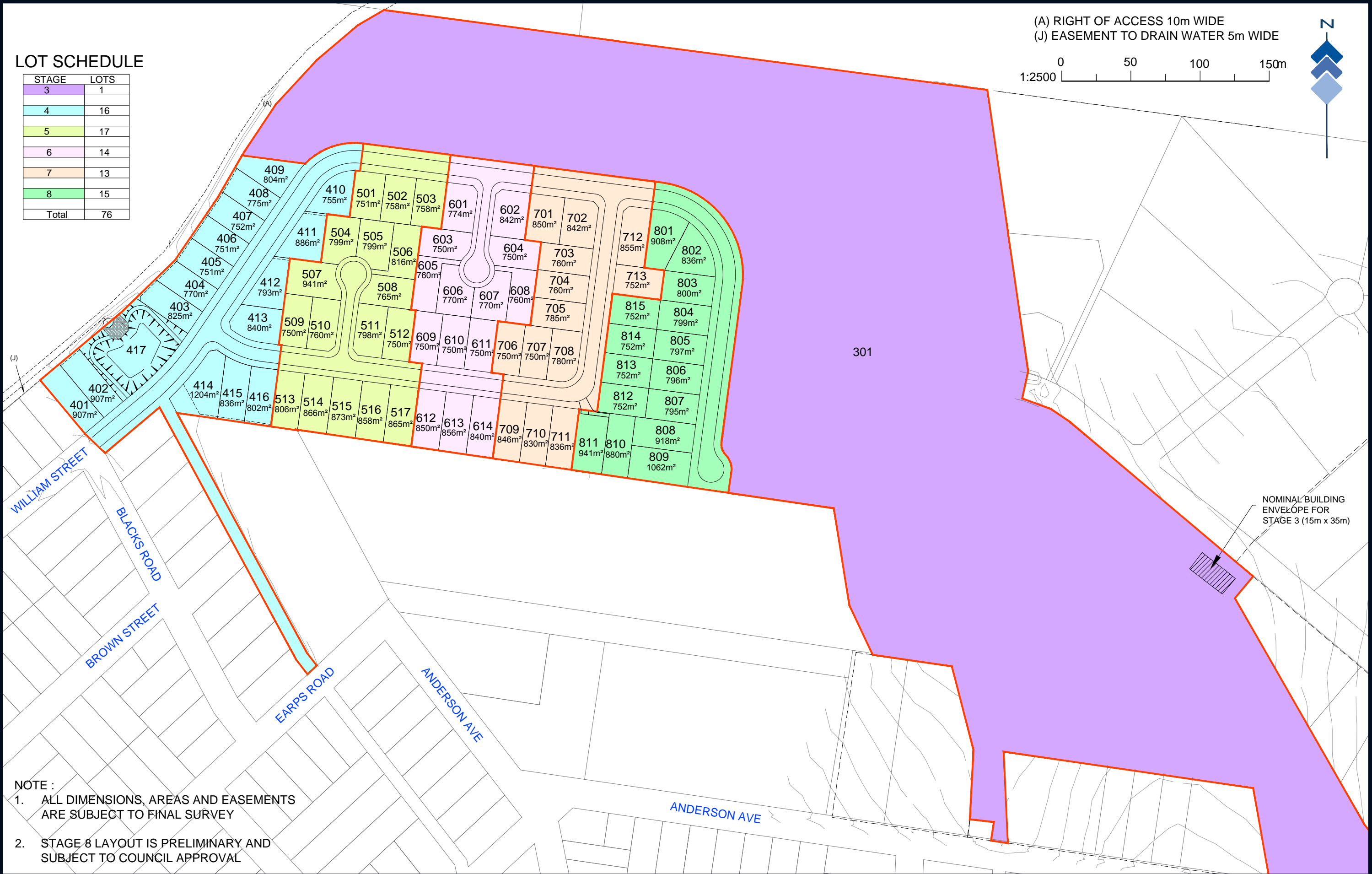
Director

(Also print name)
LYNLEY JANE HARDIE
DIRECTOR

LOT SCHEDULE

STAGE	LOTS
3	1
4	16
5	17
6	14
7	13
8	15
Total	76

(A) RIGHT OF ACCESS 10m WIDE
(J) EASEMENT TO DRAIN WATER 5m WIDE

0 50 100 150m
1:2500



- NOTE :
- 1. ALL DIMENSIONS, AREAS AND EASEMENTS ARE SUBJECT TO FINAL SURVEY
 - 2. STAGE 8 LAYOUT IS PRELIMINARY AND SUBJECT TO COUNCIL APPROVAL



Geoff Craig & Associates
1 Hartley Drive,
P.O. Box 3337,
Thornton NSW 2322
Phone: 49641811

TITLE:
PROPOSED RESIDENTIAL
SUBDIVISION
ANDERSON DRIVE, PAXTON
STAGING PLAN

Date:	Scale:	1:2500 (A3)	Designed: A.S
Cad Ref: 13237L L01 r1			
1	ORIGINAL ISSUE	D.B	29.06.15
No	Amendment	Drawn	Date

Project No	13237L
Drawing No	L01
Revision	1



30 July 2015

Coops (NSW) Pty Ltd
CARE RPS Newcastle
PO Box 428
HAMILTON NSW 2303

Contact: Mrs Kerry Porter
Our Ref: DA 8/2014/416/1
Your Ref:

Dear Sir/Madam

**Deferred Commencement Development Consent 8/2014/416/1
Property – LOT: 318 DP: 1091621 Anderson Avenue PAXTON**

I refer to the abovementioned Deferred Commencement Development Consent (Reference No. 8/2014/416/1), issued by Council on 5 January 2015, pursuant to the provisions of Section 80(3) of the Environmental Planning and Assessment Act 1979.

You are advised that the deferred commencement conditions have been complied with to the satisfaction of Council. Accordingly, the consent is now operative as of the date shown on this letter. The conditions attached to such consent are those listed in Schedule 2 of the abovementioned deferred commencement development consent.

You are also advised that the consent shall lapse on 30 July 2020. Relevantly, Sections 95(4) and 95(5) of the Environmental Planning and Assessment Act 1979, state as follows:

- "(4) Development consent for:*
(a) the erection of a building, or
(b) the subdivision of land, or
(c) the carrying out of a work,

does not lapse if building, engineering or construction work relating to the building, subdivision or work is physically commenced on the land to which the consent applies before the date on which the consent would otherwise lapse under this section.

- (5) Development consent for development other than that referred to in subsection (4) does not lapse if the use of any land, building or work the subject of that consent is actually commenced before the date on which the consent would otherwise lapse".*

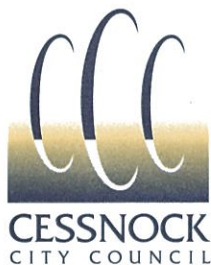
If you have any further enquiries regarding this notice of determination, please contact Mrs Kerry Porter, Senior Planning Assessment Officer, of Council's Planning and Environment on (02) 4993 4115.

Yours faithfully

A handwritten signature in black ink, appearing to read 'K Porter', with a long, sweeping horizontal stroke extending to the right.

Kerry Porter
Senior Planning Assessment Officer

mh



Coops Pty Ltd
CARE RPS Newcastle
PO Box 428
HAMILTON NSW 2303

Contact: Mrs Kerry Porter
Our Ref: DA 8/2014/416/1
Your -
Ref:

Dear Sir/Madam


**NOTICE OF DETERMINATION OF DEFERRED COMMENCEMENT DEVELOPMENT
APPLICATION
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Pursuant to Section 80(3) of the Environmental Planning and Assessment Act 1979, Cessnock City Council hereby gives notice that **Development Application 8/2014/416/1** has been determined by the granting of a 'deferred commencement' consent, subject to the applicant satisfying the matter/s listed in Schedule 1, and complying with the conditions listed in Schedule 2.

Date of determination:	05/01/2015
Date from which consent operates:	To be advised by Council
Date from which consent lapses:	5 years from the date on which the consent operates
Description of development:	Phased Residential Subdivision Comprising: Phase 1 - Sixteen (16) Residential Lots and One (1) Drainage Lot. Phase 2 - Seventeen (17) Residential Lots. Phase 3 - Twenty - Eight (28) Residential Lots. Phase 4 - One (1) Residue Lot
Property description:	LOT: 318 DP: 1091621 Anderson Avenue PAXTON
Applicant:	Coops Pty Ltd
Owner:	Coops (NSW) Pty Ltd

If you have any further enquiries regarding this notice of determination, please contact Mrs Kerry Porter, Senior Planning Assessment Officer, of Council's Planning and Environment on (02) 4993 4115.

Yours faithfully


Per: Holly Taylor
Acting Team Leader Development Services
klt

ADVICE:

The following matters are included as advice relative to this Application:

- (a) These conditions are imposed to control development, having regard to 79C of the Environmental Planning and Assessment Act 1979, and are required to:
- prevent, minimise and/or offset adverse environmental impacts;
 - set standards and performance measures for acceptable environmental performance;
 - require regular monitoring and reporting; and
 - provide for the ongoing environmental management of the development.
- (b) This Development Consent will lapse five (5) years after the date from which it operates. Relevantly, Sections 95(4) and 95(5) of the Environmental Planning and Assessment Act 1979, state as follows:
- “(4) Development consent for:
- (a) the erection of a building, or
- (b) the subdivision of land, or
- (c) the carrying out of a work,
- does not lapse if building, engineering or construction work relating to the building, subdivision or work is physically commenced on the land to which the consent applies before the date on which the consent would otherwise lapse under this section.*
- (5) *Development consent for development other than that referred to in subsection (4) does not lapse if the use of any land, building or work the subject of that consent is actually commenced before the date on which the consent would otherwise lapse”.*
- (c) The applicant has the right to appeal this determination in accordance with the provisions of Section 97 of the Environmental Planning and Assessment Act 1979.
- (d) The applicant has the right to request a review of the determination of this development application in accordance with the provisions of Section 82A of the Environmental Planning and Assessment Act 1979, and the Environmental Planning and Assessment Regulation 2000.
- (e) An objector who is dissatisfied with the determination of this development application does not have the right to appeal to the NSW Land and Environment Court.
- (f) The Planning Assessment Commission has not conducted a public hearing in respect of this Application.

ABBREVIATIONS:

<i>AS</i>	Australian Standard
<i>BCA</i>	Building Code of Australia
<i>CA</i>	Certifying Authority
<i>CC</i>	Construction Certificate
<i>DA</i>	Development Application
<i>EP&A Act</i>	Environmental Planning & Assessment Act 1979
<i>EP&A Regulation</i>	Environmental Planning & Assessment Regulation 2000
<i>PCA</i>	Principal Certifying Authority
<i>OC</i>	Occupation Certificate
<i>OSD</i>	On Site Detention
<i>RMS</i>	Roads and Maritime Services
<i>SEPP</i>	State Environmental Planning Policy
<i>WAE</i>	Works as Executed

SCHEDULE 1

Within twelve (12) months from the date of determination the proponent shall submit the following information/documentation, to the satisfaction of Council:

1. The applicant shall provide a drainage easement that shall extend along the natural drainage path from the western basin outlet to the junction of the existing watercourse (approximately 80m) on Lot 4 DP1061571. The drainage easement shall be of a width sufficient to carry flows of a 100ARI flow width. A suitable 88B instrument in accordance with the Conveyancing Act 1919 creating the easement, shall be submitted to Council prior to endorsement of the final plan of survey and issue of Subdivision Certificate. All cost associated with the works are to be borne by the applicant. Cessnock City Council shall be the beneficiary of the easement.

Note: The drainage works are required to be completed prior to release of the Subdivision certificate.

2. The temporary turning head as shown in Figure 2: Concept Plan of subdivision – Whole of Lot 318 (Autocad Ref 112770 – 2F, Version Option 6) is to be relocated to be within phase 2 of the proposed development and is not to be located within the land zoned E2 Environmental Conservation.

A revised plan demonstrating that the abovementioned requirement has been satisfied shall be submitted and approved by Cessnock City Council.

This consent will not operate until the applicant satisfies Council that the matter/s listed above have been complied with. Upon satisfactory evidence being provided that the matter/s listed above have been satisfied, Council will give notice to the applicant of the date from which the consent operates.

Note: Pursuant to section 95(6) of the Environmental Planning and Assessment Act 1979, this consent will lapse if the Applicant fails to satisfy the Council as to the matters listed in this deferred commencement condition within twelve (12) from the date of determination.

SCHEDULE 2

CONDITIONS OF CONSENT APPLICABLE AFTER SATISFACTION OF DEFERRED COMMENCEMENT CONDITIONS IN SCHEDULE 1

• CONDITIONS RELATING TO ALL PHASES OF THE DEVELOPMENT

TERMS OF CONSENT

1. Integrated Approval – NSW RFS

All General Terms of Approval issued by the NSW Rural Fire Service in determination notice dated 8 December 2014 shall be complied with prior, during and at the completion of the development, as required. The General Terms of Approval include the following:

1. The development proposal is to comply with the subdivision layout identified on the drawing prepared by RPS numbered Figure 4 Subdivision Staging Plan, dated 24 September 2014.

Asset Protection Zones

The intent of measures is to provide sufficient space and maintain reduced fuel loads so as to ensure radiant heat levels of buildings are below critical limits and to prevent direct flame contact with a building. To achieve this, the following conditions shall apply:

2. At the issue of subdivision certificate and in perpetuity the entire property except for Lot 402 shall be managed as an outer protection area (OPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones' until such time each individual Lot is further developed.
3. At the issue of subdivision certificate and in perpetuity, Lot 402 for a distance of 10 metres north and east of the perimeter road (Anderson Avenue) shall be managed as an outer protection area (OPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

Water and Utilities

The intent of measures is to provide adequate services of water for the protection of buildings during and after the passage of a bush fire, and to locate gas and electricity so as not to contribute to the risk of fire to a building. To achieve this, the following conditions shall apply:

4. Water, electricity and gas are to comply with section 4.1.3 of 'Planning for Bush Fire Protection 2006'.

Access

The intent of measures for public roads is to provide safe operational access to structures and water supply for emergency services, while residents are seeking to evacuate from an area. To achieve this, the following conditions shall apply:

5. Public road access shall comply with section 4.1.3 (1) of 'Planning for Bush Fire Protection 2006'.

2. Integrated Approval – NSW Office of Water

All General Terms of Approval issued by the NSW Office of Water in determination notice dated 22 October 2014 shall be complied with prior, during and at the completion of the development, as required. Please note that if plans or documents are amended and significantly change the proposed development or result in additional works on waterfront land, the Office of Water shall be notified to ascertain whether variation to the GTA is required.

The General Terms of Approval include the following:

Plans standards and guidelines

1. These General Terms of Approval (GTA) only apply to the controlled activities described in the plans and associated documentation relating to 8/2014/416/1 and provided by Council:
 - (i) Statement of Environmental Effects, Residential Subdivision, Paxton, prepared by RPS, dated July 2014
 - (ii) Stormwater Drainage Strategy, Anderson Avenue Paxton, prepared by GCA Engineering Solutions, dated 2 October 2014
 - (iii) Landscape concept plan, prepared by Moir Landscape Architecture, dated 24 September 2014

Any amendments or modifications to the proposed controlled activities may render these GTA invalid.

If the proposed controlled activities are amended or modified the NSW Office of Water must be notified to determine if any variations to these GTA will be required.

2. Prior to the commencement of any controlled activity (works) on waterfront land, the consent holder must obtain a Controlled Activity Approval (CAA) under the Water Management Act from the NSW Office of Water. Waterfront land for the purposes of this DA is land and material in or within 40 metres of the top of the bank or shore of the river identified.
3. The consent holder must prepare or commission the preparation of:
 - (i) Vegetation Management Plan
 - (ii) Civil engineering plans
 - (iii) Erosion and Sediment Control Plan
4. All plans must be prepared by a suitably qualified person and submitted to the NSW Office of Water for approval prior to any controlled activity commencing. The following plans must be prepared in accordance with the NSW Office of Water's guidelines located at www.water.nsw.gov.au/Water-Licensing/Approvals/default.aspx
 - (i) Vegetation Management Plans
 - (ii) Laying pipes and cables in watercourses
 - (iii) Riparian Corridors
 - (iv) In-stream works
 - (v) Outlet structures
 - (vi) Watercourse crossings

5. The consent holder must

- (i) carry out any controlled activity in accordance with approved plans and
- (ii) construct and/or implement any controlled activity by or under the direct supervision of a suitably qualified professional and
- (iii) when required, provide a certificate of completion to the NSW Office of Water.

Rehabilitation and maintenance

6. The consent holder must carry out a maintenance period of two (2) years after practical completion of all controlled activities, rehabilitation and vegetation management in accordance with a plan approved by the NSW Office of Water.

Reporting requirements

7. The consent holder must use a suitably qualified person to monitor the progress, completion, performance of works, rehabilitation and maintenance and report to the NSW Office of Water as required.

Access-ways

8. The consent holder must not locate ramps, stairs, access ways, cycle paths, pedestrian paths or any other non-vehicular form of access way in a riparian corridor other than in accordance with a plan approved by the NSW Office of Water.

Bridge, causeway, culverts, and crossing

9. The consent holder must ensure that the construction of any bridge, causeway, culvert or crossing does not result in erosion, obstruction of flow, destabilisation or damage to the bed or banks of the river or waterfront land, other than in accordance with a plan approved by the NSW Office of Water.
10. The consent holder must ensure that any bridge, causeway, culvert or crossing does not obstruct water flow and direction, is the same width as the river or sufficiently wide to maintain water circulation, with no significant water level difference between either side of the structure other than in accordance with a plan approved by the NSW Office of Water.

Disposal

11. The consent holder must ensure that no materials or cleared vegetation that may
- (i) obstruct flow,
 - (ii) wash into the water body, or
 - (iii) cause damage to river banks; are left on waterfront land other than in accordance with a plan approved by the NSW Office of Water.

Drainage and Stormwater

12. The consent holder is to ensure that all drainage works (i) capture and convey runoffs, discharges and flood flows to low flow water level in accordance with a plan approved by the NSW Office of Water; and (ii) do not obstruct the flow of water other than in accordance with a plan approved by the NSW Office of Water.
13. The consent holder must stabilise drain discharge points to prevent erosion in accordance with a plan approved by the NSW Office of Water.

Erosion control

14. The consent holder must establish all erosion and sediment control works and water diversion structures in accordance with a plan approved by the NSW Office of Water. These works and structures must be inspected and maintained throughout the working period and must not be removed until the site has been fully stabilised.

Excavation

15. The consent holder must ensure that no excavation is undertaken on waterfront land other than in accordance with a plan approved by the NSW Office of Water.
16. The consent holder must ensure that any excavation does not result in (i) diversion of any river (ii) bed or bank instability or (iii) damage to native vegetation within the area where a controlled activity has been authorised, other than in accordance with a plan approved by the NSW Office of Water.

Maintaining river

17. The consent holder must ensure that (i) river diversion, realignment or alteration does not result from any controlled activity work and (ii) bank control or protection works maintain the existing river hydraulic and geomorphic functions, and (iii) bed control structures do not result in river degradation other than in accordance with a plan approved by the NSW Office of Water.
18. The consent holder must ensure that the surfaces of river banks are graded to enable the unobstructed flow of water and bank retaining structures result in a stable river bank in accordance with a plan approved by the NSW Office of Water.

River bed and bank protection

19. The consent holder must establish a riparian corridor along the watercourse in accordance with a plan approved by the NSW Office of Water.

3. Approved Plans and Documentation

Development must be carried out strictly in accordance with DA No. 8/2014/416/1 and the following plans and supplementary documentation, except where amended by the conditions of this consent.

Plan Reference	Drawn By	Dated
Figure 2 - Concept Plan of Subdivision– Whole Lot 318 Ref – 112770 - 2F Option 6	RPS Australia East Pty Ltd	29.10.14
Figure 3 - Concept Plan of Subdivision – Part Lot 318 Ref – 112770 - 2F Option 6	RPS Australia East Pty Ltd	29.10.14
Figure 4 – Subdivision Staging Plan Ref – 112770 – 2H	RPS Australia East Pty Ltd	29.10.14
Landscape Documentation Project No. 0954 Sheets 1 to 6 of 6 Rev H	Not Stated on plan	16.10.14

In the event of any inconsistency between the approved plans and supplementary documentation, the plans will prevail.

PRIOR TO ISSUE OF CONSTRUCTION CERTIFICATE

4. Security for Cost of Damage and Completion of Public Work

Prior to issue of a CC authorising the carrying out of any work in accordance with this development consent, the applicant must provide security to the Council for the payment of the cost of the following:

- a) making good any damage caused to any property of the Council as a consequence of the doing of anything to which the consent relates,
- b) completing any public work (such as road work, kerbing and guttering, footway construction, stormwater drainage and environmental controls) required in connection with the consent,
- c) remedying any defects in any such public work that arise within six (6) months after the work is completed.

The security is to be for an amount that is the greater of \$5000 or 5% of the estimated cost of carrying out the development and may be provided by way of:

- a) cash deposit with the Council, or
- b) an unconditional bank guarantee in favour of the Council.

The security may be used to meet any costs referred above and on application being made to the Council by the person who provided the security, any balance remaining is to be refunded to, or at the direction of, that person. If no application is made to the Council for a refund of any balance remaining of the security within six (6) years of the date of issue of the Occupation Certificate or Subdivision Certificate for the development the Council may pay the balance to the Chief Commissioner of State Revenue under the Unclaimed Money Act 1995.

5. Construction and Traffic Management Plan

The applicant must prepare a Construction Management and Traffic Management Plan incorporating the following matters. The plan must be submitted to and approved by the CA as satisfying these matters prior to the commencement of works.

- a) A plan view of the entire site and frontage roadways indicating:
 - i) Dedicated construction site entrances and exits, controlled by a certified traffic controller, to safely manage pedestrians and construction related vehicles in the frontage roadways.
 - ii) Turning areas within the site for construction and spoil removal vehicles, allowing a forward egress for all construction vehicles on the site.
 - iii) The locations of proposed work zones in the frontage roadways.
 - iv) Location of any proposed crane, concrete pump, truck standing areas on and off the site.
 - v) A dedicated unloading and loading point within the site for all construction vehicles, plant and deliveries.
 - vi) Material, plant and spoil bin storage areas within the site, where all materials are to be dropped off and collected.
 - vii) An onsite parking area for employees, tradespersons and construction vehicles as far as possible.
 - viii) The proposed areas within the site to be used for the storage of excavated material, construction materials and waste and recycling containers during the construction period.
 - ix) How it is proposed to ensure that soil/excavated material is not transported onto surrounding footpaths and roadways.
 - x) The proposed method of support to any excavation adjacent to adjoining properties, or the road reserve. The proposed method of support is to be designed by a Chartered Civil Engineer.
- b) During excavation, demolition and construction phases, noise generated from the site must be controlled.

- c) All site works must comply with the occupational health and safety requirements of the New South Wales WorkCover Authority.
- d) During excavation, demolition and construction phases, toilet facilities are to be provided on site, at the rate of one (1) toilet for every twenty (20) persons or part of twenty (20) persons employed at the site.
- e) All traffic control plans must be in accordance with the *RMS publication Traffic Control Worksite Manual* and prepared by a suitably qualified person (minimum 'red card' qualification). The main stages of the development requiring specific construction management measures are to be identified and specific traffic control measures identified for each stage.

Approval is to be obtained from Council for any temporary road closures or crane use from public property. Applications to Council shall be made a minimum of six (6) weeks prior to the proposed activity being undertaken.

6. Soil and Water Management Plan

The applicant must prepare a Soil and Water Management Plan, being compatible with the Construction Management and Traffic Management Plan referred to in this Development Consent and incorporating the following matters. The plan must be submitted to and approved by the CA as satisfying these matters prior to the commencement of works.

- a) Minimise the area of soils exposed at any one time
- b) Conservation of top soil
- c) Identify and protect proposed stockpile locations
- d) Preserve existing vegetation. Identify revegetation technique and materials
- e) Prevent soil, sand, sediments leaving the site in an uncontrolled manner
- f) Control surface water flows through the site in a manner that:
 - i) Diverts clean-runoff around disturbed areas
 - ii) Minimises slope gradient and flow distance within disturbed areas
 - iii) Ensures surface run-off occurs at non erodible velocities
 - iv) Ensures disturbed areas are promptly rehabilitated.
- g) Sediment and erosion control measures in place before work commences
- h) Materials are not tracked onto the road by vehicles entering or leaving the site.
- i) Details of drainage to protect and drain the site during works.

7. Stormwater – Detention Requirement

The registered proprietor of the land is to provide a stormwater detention facility within the boundaries of the site to reduce the peak stormwater discharge from the developed lot to that of the peak stormwater discharged from the undeveloped lot for all storm events from the 1 in 1 year to the 1 in 100 year Average Recurrence Interval (ARI) storm event. A detailed drainage design shall be prepared for the disposal of roof and surface water from the site, including any natural runoff currently entering the property. Details shall include onsite storage, the method of controlled release from the site, and connection to an approved drainage system in accordance with Council's 'Engineering Requirements for Development'.

Detailed plans, specifications and copies of the calculations, including existing and proposed surface levels, sub-catchments and conduit sizing appropriate for the development, shall be prepared by an engineer suitably qualified and experienced in the field of hydrology and hydraulics. The plans submitted in association with the CC application are to demonstrate compliance with this requirement. The plans are to be approved by the CA as satisfying this requirement prior to the issue of a CC.

8. Flooding – Downstream Impacts

Prior to the issue of a CC, the applicant shall provide evidence to the CA that the development will not increase the limits of upstream and downstream flooding for floods over the range of 1 in 1 year, to the 1 in 100 year Average Recurrence Interval (ARI) storm events, by the inclusion of onsite stormwater detention controls. A detailed drainage design shall be prepared for the disposal of roof and surface water from the site, including any natural runoff currently entering the property. Details shall include onsite storage, the method of controlled release from the site, and connection to an approved drainage system in accordance with Council's "Engineering Requirements for Development".

Detailed plans, specifications and copies of the calculations, including existing and proposed surface levels, sub-catchments and conduit sizing appropriate for the development, shall be prepared by an engineer suitably qualified and experienced in the field of hydrology and hydraulics. The plans submitted in association with the CC application are to demonstrate compliance with this requirement. The plans are to be approved by the CA as satisfying this requirement prior to the issue of a CC.

9. Road Design- Engineering plans

An engineering design of the roads and drainage within the proposed subdivision, prepared by a qualified practising Civil Engineer, must be provided to the CA prior to the issue of a CC for each Phase. The design must be prepared/amended to make provision for the following:

- a) The design must include all proposed stormwater drainage works in the public road reserve; generally in accordance with the Stormwater Drainage Strategy prepared by GCA Engineering Solutions, Revision 5, dated 2 October 2014.
- b) Council's piped stormwater drainage system must be constructed by an appropriately sized pipeline (minimum 375mm diameter). The drainage system must be designed to have the capacity to convey flows that would

be collected at that section of street as generated by a 20 year Average Recurrence Interval storm event, and the inlet pit must have a lintel with a minimum length of 2400mm

- c) The road design must be generally in accordance with Council's 'Engineering Requirements for Development, the relevant requirements of Austroads and all AS's.
- d) The design must include provision of suitable signposting and line marking.

The design must be certified by a suitably qualified Civil Engineer and be provided prior to the issue of a CC.

Note: For certain traffic and road works, the design may need to be approved by Council's Local Traffic Committee and/or the RMS prior to Council issuing an approval.

PRIOR TO COMMENCEMENT OF WORKS

10. Public Liability Insurance

Any person or contractor undertaking works on public property must take out Public Risk insurance with a minimum cover of ten (10) million dollars in relation to the occupation of, and approved works within, public property. The Policy is to note, and provide protection for Cessnock City Council as an interested party, and a copy of the Policy must be submitted to Council prior to commencement of the works. The Policy must be valid for the entire period that the works are being undertaken on public property. The insurance shall also note the location and the risk.

11. S138 Roads Act Approvals

Under Section 138 of the *Roads Act 1993*, should any work on the verge, footpath, or public road reserve be required, a S138 Roads Act Approval will need to be obtained from Council. In this regard, the applicant is to make a formal application to Council. The S138 application is to be submitted to, and approved by, Council prior to works commencing.

12. Noise and Vibration Management Plan Required

Prior to the commencement of works, a Noise and Vibration Management Plan is to be prepared by a suitably qualified professional addressing, the likely noise and vibration from demolition, excavation and construction of the proposed development, and provided to the Council.

The plan is to identify amelioration measures to ensure the noise and vibration levels will be compliant with the relevant AS. The report shall be prepared in consultation with any geotechnical report that itemises equipment to be used for excavation works. The plan shall address, but not be limited to, the following matters:

- a) Identification of activities carried out, and associated noise sources

- b) Identification of potentially affected sensitive receivers, including residences, churches, commercial premises, schools and properties containing noise sensitive equipment
- c) Determination of appropriate noise and vibration objectives for each identified sensitive receiver
- d) Noise and vibration monitoring, reporting and response procedures
- e) Assessment of potential noise and vibration from the proposed demolition, excavation and construction activities, including noise from construction vehicles
- f) Description of specific mitigation treatments, management methods, and procedures to be implemented to control noise and vibration during construction
- g) Construction timetabling to minimise noise impacts, including time and duration restrictions, respite periods and frequency
- h) Procedures for notifying residents of construction activities likely to affect their amenity through noise and vibration
- i) Contingency plans to be implemented in the event of non-compliances and/or noise complaints.

13. Soil and Water Management Plan Implemented

The requirements of the Soil and Water Management Plan shall be in place prior to the commencement of demolition works and/or construction works and shall be maintained throughout the demolition and/or construction process.

14. Relocation of Services

The registered proprietor of the land shall be responsible for all costs incurred in the necessary relocation of any services affected by the required construction works. Council and other service authorities should be contacted for specific requirements prior to commencement of any works.

15. Protection of Environmental Conservation Zone

Prior to construction or development works beginning, the boundaries of the land zoned E2 Environmental Conservation are to be clearly delineated using no-go fencing, (fauna friendly fencing with no barbed wire) and appropriately signposted to ensure that construction and development activities do not encroach or impact on the area. The fencing used to delineate the boundary of the land zoned E2 Environmental Conservation and the area to be cleared must not prevent or restrict fauna movement from the area to be cleared into the area of native vegetation to be retained. The tape and signs are to remain in place until works are completed.

16. Protection of Hollow Bearing Trees

The number and sizes of hollows recorded as part of the hollow bearing tree survey are to be recorded and provided to Council prior to any clearing occurring.

17. Nesting Boxes

Nest boxes are to be installed to replace lost hollows, at a ratio of at least 2 boxes per hollow. Nest boxes should be installed in the Environmental Conservation lot (Lot 402). At least half of the total number nest boxes are to be installed prior to any clearing occurring to provide displaced fauna with replacement habitat.

18. Protection of Trees to be Retained

The area beneath the canopies of the trees to be retained must be fenced prior to the commencement of works. The fencing must encompass the maximum possible area covered by the drip line of the canopy, and must remain in place until the completion of building works. The fencing should be a minimum of 1.8 metres high chain-link or welded mesh fencing. The fencing is to be maintained for the duration of the building works.

Services should be located to avoid disturbing tree roots. Trenches required for the installation of services should be located outside of the fenced area.

All areas within the perimeter of the safety fencing are to be covered with woodchip mulch to a depth of 100mm. All steep gradients unable to be effectively covered with mulch are to be protected with hessian cloth to be kept at a moisture level sufficient to ensure the preservation of tree root systems.

Tree protection signage is required to be attached to each tree protection zone, displayed in a prominent position.

19. Soft-felling of Hollow Bearing/Habitat Trees

A hollow bearing/habitat tree survey must be undertaken by a fauna ecologist in the week prior to the felling of any trees. During the survey, the ecologist is to tap the tree, by banging the base of each tree with a mallet or using a similar method, to encourage any fauna to vacate. An observation period of at least 5 minutes per tree is required to observe the emergence of any fauna, and observations must be noted. All hollow bearing/habitat trees must be marked as part of the survey.

All surrounding trees that are not hollow bearing or habitat trees must be cleared at least one day prior to felling of any hollow bearing/habitat trees.

Equipment used to fell hollow bearing or habitat trees must be capable of slowly lowering the trees to the ground. A qualified fauna ecologist must be present during the felling of the trees. The fauna ecologist must have the appropriate skills and equipment to perform euthanasia if necessary. Immediately prior to felling, each hollow bearing/habitat tree should be tapped or gently shaken with the equipment followed by an observation period of at least one minute to watch for the emergence of any fauna. The tree should be tapped again, followed by a second observation period of at least one minute. If fauna appear during the observation period, the ecologist should encourage the fauna to relocate. If no fauna appear, the tree is to be lowered to the ground slowly and gently. The hollows of the felled tree should be inspected for fauna by the ecologist after it has settled.

20. Care of Native Fauna Found in Felled Trees

Any uninjured fauna should be relocated to nearby bushland. Any nocturnal fauna should be kept in a suitable cage in a shaded location until dusk, and then released into nearby bushland. If juvenile fauna are discovered in hollows after a tree is felled, they are to be taken into the care of an organisation such as the Native Animal Trust Fund.

Injured fauna should be assessed by the ecologist, and euthanised if their injuries are such that the ecologist considers that they are unlikely to survive. If injured fauna are likely to survive, they should be taken to a vet for treatment. After treatment, fauna should be taken to an organisation such as the Native Animal Trust Fund for care until they can be released.

21. Relocation of Services

The registered proprietor of the land shall be responsible for all costs incurred in the necessary relocation of any services affected by the required construction works. Council and other service authorities should be contacted for specific requirements prior to commencement of any works.

DURING WORKS

22. Location of Council Pipes

During all phases of demolition, excavation and construction, it is the full responsibility of the applicant and their contractors to:

- a) Ascertain the exact location of the Council stormwater drainage pipeline and associated pits traversing the site in the vicinity of the works
- b) Take measures to protect the in-ground Council stormwater drainage pipeline and associated pits
- c) Ensure dedicated overland flow paths are satisfactorily maintained through the site

Stormwater drainage pipes can be damaged through applying excessive loading (such as construction machinery, material storage, and the like). All proposed structures and construction activities must be sited fully clear of Council's stormwater drainage pipes, pits, easements, watercourses and overland flow paths on the site.

If the Council pipeline is uncovered during construction, all work must cease, and the PCA and Council must be contacted immediately for advice. Any damage caused to the Council stormwater drainage system must be immediately repaired in full as directed, and at no cost to Council.

23. Virgin Fill To Be Used

All fill used with the proposal shall be virgin excavated material (such as clay, gravel, sand, soil and rock) that is not mixed with any other type of waste, and which has been excavated from areas of land that are not contaminated with human made chemicals as a result of industrial, commercial, mining or agricultural activities, and which do not contain sulphate ores or soils.

24. Stormwater – Impact on Adjoining Land – Natural Drainage

Filling shall not be placed in such a manner that natural drainage from adjoining land will be obstructed.

25. Stormwater – Impact on Adjoining Land – Surface Water

Filling shall not be placed on land in such a manner that surface water will be diverted to adjoining land.

26. Implementation of Soil and Water Management Plan

The requirements of the Soil and Water Management Plan must be maintained at all times during the works, and any measures required by the Soil and Water Management Plan shall not be removed until the site has been stabilised.

Materials from the site are not to be tracked into the road by vehicles entering or leaving the site. At the end of each working day, any dust/dirt or other sediment shall be swept off the road and contained on the site, and not washed down any stormwater pit or gutter.

The sediment and erosion control measures are to be inspected daily, and defects or system failures are to be repaired as soon as they are detected.

27. Stormwater Runoff

Alterations to the natural surface contours must not impede or divert natural surface water runoff, so as to cause a nuisance to adjoining property owners.

28. Bushfire Clearing in Environmental Conservation Zone

The native vegetation on the portion of the Environmental Conservation lot (Lot 402) required as an Outer Protection Area is only to be cleared to the minimum extent necessary to achieve the requirements of an Outer Protection Area as required by the NSW RFS. Native vegetation (as defined by the Native Vegetation Act 2003) is to be retained wherever possible within the 10 m Outer Protection Area.

29. Retention of Trees

Existing trees are to be retained where possible within the development footprint, particularly mature and hollow habitat trees. Any trees to be retained within the development footprint are to be clearly marked with high visibility flagging tape prior to any clearing occurring.

30. Closing of tracks within the Environmental Conservation Zone

Any tracks within the land zoned E2 Environmental Conservation that are not required as fire trails are to be closed. Any closed tracks are to be planted with tubestock of local provenance native species. The revised Plan of Management is to provide details of what tracks are to be closed, species to be used and planting density.

31. Vegetation Removal – Water Main

Vegetation removal for the water main is to be to the minimum extent possible and is to be no greater than a maximum width of 4 m. The fire trail shown in the Bushfire Threat Assessment is not to be constructed.

32. Native Grass Plantins

Only native grasses are to be used for turf on road verges adjoining the land zoned E2 Environmental Conservation.

33. Nest Boxes

The remainder of the nest boxes are to be installed prior to completion of works for the final stage.

34. Fencing of Environmental Conservation Zone

If temporary fencing is used to protect the land zoned E2 Environmental Conservation during works then permanent fencing must be installed prior to completion of works for each stage.

35. Stockpiling of Materials

Stockpiling, storage or mixing of materials (including soil), vehicle parking, disposal of liquids, machinery repairs and refuelling is not to occur within or encroach upon the land zoned E2 Environmental Conservation during any stage of the development.

36. Rehabilitation of Tracks

Woody debris is to be installed along access tracks to be closed, to reduce erosion and discourage use of the tracks. Any tree or part of a tree which contains a hollow or abandoned nest should be relocated into the native vegetation within the E2 Environmental Conservation zone. Any vegetation with an active nest is to be left uncleared, with a buffer of at least 20 m, until nesting has finished.

37. Clearing

Vegetation should be cleared from the periphery of vegetated areas first, progressing from west to east, to enable resident fauna to relocate to adjacent areas to be retained for conservation purposes.

38. Ecologist to Supervise Clearing Activities

An ecologist is to be present on site whenever any clearing is to occur to ensure that native vegetation outside of the development footprint is not cleared and any displaced native fauna is able to be relocated if required.

37. Construction Times

Excavation and building work must be restricted to the hours of 7.00am and 5.00pm on Monday to Saturday inclusive. No work is to be carried out on Sundays and public holidays.

38. Construction Management

During all phases of demolition, excavation and construction, it is the full responsibility of the applicant and their contractors to:

- a) Ascertain the exact location of the Council stormwater drainage pipeline and associated pits traversing the site in the vicinity of the works
- b) Take measures to protect the in-ground Council stormwater drainage pipeline and associated pits
- c) Ensure dedicated overland flow paths are satisfactorily maintained through the site

Stormwater drainage pipes can be damaged through applying excessive loading (such as construction machinery, material storage, and the like). All proposed structures and construction activities must be sited fully clear of Council's stormwater drainage pipes, pits, easements, watercourses and overland flow paths on the site.

If the Council pipeline is uncovered during construction, all work must cease, and the *PCA* and Council must be contacted immediately for advice. Any damage caused to the Council stormwater drainage system must be immediately repaired in full as directed, and at no cost to Council.

PRIOR TO ISSUE OF SUBDIVISION CERTIFICATE

39. All Services Provided Within Lots

A registered surveyor shall provide certification that all services (eg drainage, stormwater, water supply, gas, electricity, telephone) as constructed are contained within each lot, or within appropriate easements to accommodate such services. The certification is to be provided to the *PCA*, prior to the issue of a Subdivision Certificate.

40. Works-As-Executed Plan

Two (2) copies of a *WAE* Plan prepared by a registered surveyor (both marked up in red), must be submitted to, and approved by, Council clearly showing all aspects of the constructed drainage and / or OSD. The plan must include:

- a) Sufficient levels and dimensions to verify the constructed storage volumes
- b) Location and surface levels of all pits
- c) Invert levels of the tanks, internal drainage line, orifice plates fitted, and levels within the outlet control pit
- d) Finished floor levels of all structures and driveways
- e) Verification that trash screens and/or GPTs have been installed
- f) Locations and levels of any overland flow paths

- g) The WAE plan information should be shown on a stamped copy of the approved civil works drawings
- h) Surface levels of pits and surrounding ground levels
- i) Levels of spillways and surrounding kerb
- j) Floor levels of buildings, including garages
- k) Top of kerb levels at the front of the lot
- l) Dimensions of stormwater basins and extent of inundation
- m) Calculation of actual detention storage volume provided

The plan shall be accompanied by a report from the designer stating the conformance, or otherwise, of the as-constructed basins in relation to the approved design.

The WAE plan and report shall be submitted to, and approved by, Council prior to the release of the Subdivision Certificate.

41. 88B Certificate Required

The Section 88B instrument will be submitted to Council with all relevant signatures and company seals (where applicable) prior to endorsement of the linen plan of subdivision and issue of the Subdivision Certificate. Alternatively, Council will accept, at their discretion, a copy of the Section 88B instrument with an accompanying letter from the acting solicitor or surveyor giving an undertaking that the Section 88B Instrument will be signed and submitted as presented to Council, unaltered, and registered with the linen plan of subdivision.

42. Inter allotment drainage

The applicant shall provide a 1.5m wide inter-allotment drainage easement to drain Lots that cannot discharge to a legal point of discharge. Construction of the drainage line, together with the necessary grated yard inlet pits, shall be carried out in accordance with Council's 'Engineering Requirements for Development' - full details shall be submitted to, and approved by, Council prior to release of the Subdivision Certificate.

Note:

- a) A suitable 88B instrument creating the easement, in accordance with the requirements of the Conveyancing Act 1919, shall be submitted to Council, prior to endorsement of the surveyor's transparency.
- b) Construction shall be completed prior to endorsement of the surveyor's transparency.

43. Plan of Management - OSD

The registered proprietor of the land shall prepare a Plan of Management for the OSD facilities within the development. The plan shall set out all design and operational parameters for the detention facilities, including design levels, hydrology and hydraulics, inspection and maintenance requirements, and time

intervals for such inspection and maintenance. The plan shall be submitted to the PCA for approval prior to the issue of a SC.

44. Conservation Agreement – Environmental Conservation Zone

A Voluntary Conservation Agreement such as a Biobanking Agreement under Part 7A Division 2 of the Threatened Species Conservation Act 1995 or a Trust Agreement under the Nature Conservation Trust Act 2001 is to be used to protect the native vegetation on the Environmental Conservation lot (Lot 402), excluding the building envelope, the 25 m Asset Protection Zone surrounding the building envelope and the portion of the Lot within 10 m of the road which is required as an Outer Protection Area. If a Biobanking Agreement is used, any Biobanking credits generated by the Biobanking Agreement are to be retired and are not to be used to compensate for clearing on another site.

45. Revised Plan of Management – Environmental Conservation Zone

The Plan of Management shall be revised as follows and submitted to Council for approval prior to issue of a Subdivision Certificate.

- a) The revised Plan of Management must be attached to a Voluntary Conservation Agreement on the Title Deed of the Environmental Conservation lot (Lot 402).
- b) The revised Plan of Management is to provide details of weed control techniques and a map showing areas of high weed invasion. Areas with high weed density are to be planted with tubestock of local provenance native species.
- c) The revised Plan of Management is to provide more details of the methods used to monitor the progress of the Plan of Management. Monitoring reports are to provide GPS coordinates of monitoring locations, photographs of monitoring locations and data from quadrats used to survey monitoring locations.

46. Removal of Rubbish in Environmental Conservation Zone

All rubbish and the shelter are to be removed from the Environmental Conservation lot (Lot 402).

47. Final Plan of Survey

A final plan of survey, prepared by a Registered Surveyor, and seven (7) copies for endorsement by Council are to be submitted with the application for a Subdivision Certificate.

48. Certification of Services

A registered surveyor shall provide certification that all services (eg drainage, stormwater, water supply, gas, electricity, telephone) as constructed are contained within each lot, or within appropriate easements to accommodate such services. The certification is to be provided to the CA, prior to the issue of a SC.

49. Hunter Water Section 50 Certificate

Evidence shall be submitted to Council that the registered proprietors of the land on whose behalf the application was made have complied with the requirements of Section 50 of the Hunter Water Board (Corporation) Act 1991. Such evidence shall be submitted Council prior to the release of the final plan of survey for the subdivision and the Subdivision Certificate.

50. Landscaping

Prior to issue of the Subdivision Certificate, all landscaping shall be completed in accordance with the approved landscape documentation submitted with the application (Project No. 0954, Sheets 1 to 6 of 6, Rev H, dated 16.10.14).

ON-GOING USE

51. Monitoring Process

Monitoring reports for the Plan of Management are to be provided to Council at 6 month intervals for 5 years.

52. Landscaping with Native Species

Any landscaping, including street trees, is to use native species of local provenance to provide additional foraging habitat for native fauna. Native species should be characteristic of Lower Hunter Spotted Gum Ironbark Forest EEC or Hunter Lowland Redgum Forest EEC. *Myoporum parvifolium* and *Nandina domestica* are not to be used for landscaping.

53. Restriction on the keeping of domestic pets

No cats are to be kept on any of the lots to protect native fauna. Any dogs must be kept within a securely fenced area to prevent them from entering areas of native vegetation and harming native fauna. Fences must be able to prevent the dogs from entering the areas of native vegetation.

54. Fencing of Environmental Conservation Zone

The land zoned E2 Environmental Conservation is to be fully fenced. Fencing using wire is to be constructed with plain wire to reduce the chance of native fauna being injured. Fencing is to be designed and erected so that native fauna movement is not impaired or restricted.

55. Maintenance of Landscaping

All landscaping of the site shall be maintained in good condition for the life of the development.

- **CONDITIONS RELATING TO PHASE 1 OF THE DEVELOPMENT – 16
RESIDENTIAL ALLOTMENTS AND DRAINAGE ALLOTMENT**

PRIOR TO ISSUE OF CONSTRUCTION CERTIFICATE

56. Road - Bond

The applicant shall lodge payment of fees and contributions as follows:-

Based on a road length of approximately 550 metres. Final bond amounts will be levied on accurate dimensions contained within the engineering plans.

- a) Road fees - engineering plan checking and supervision of \$16,935.00.
- b) A performance bond of a minimum of \$1000 or 5% of the contract construction costs, whichever is greater (transferable).
- c) A road maintenance bond of a minimum of \$1000 or 5% of the contract construction costs, whichever is greater (refundable).

It will be necessary for the applicant to submit evidence of the contract price of all construction works in order for Council to assess accurate bond amounts. If no contract price is submitted, Council will estimate the value of construction works.

The fees and bonds shall be payable prior to the issue of a CC for the Civil Works and/or release of the Subdivision Certificate and shall be in accordance with Council's adopted fees and charges current at the time of payment.

The bond may be used to meet any costs referred to above, and on application being made to the Council by the person who provided the bond, any balance remaining is to be refunded to, or at the direction of, that person. If no application is made to the Council for a refund of any balance remaining of the bond within 6 years of the date of issue of the Subdivision Certificate for the development, the Council may pay the balance to the Chief Commissioner of State Revenue under the Unclaimed Money Act 1995.

57. Detention Basin Fees

The applicant shall pay Detention Basin(s) engineering checking and site supervision fees in accordance with Council's adopted fees and charges prior to release of a Construction Certificate for the site. Council's current fee is **\$3,198.60** per basin for a basin size of 1,730m³. Final fee amounts will be levied on accurate dimensions contained within the engineering plans and in accordance with Council's adopted fees and charges current at the time of payment.

58. Intersection Upgrade

The registered proprietors of the land shall construct the following at the intersection of Williams Street and Black Road in accordance with Council's 'Engineering Requirements for Development' and set out on a set of plans, four (4) copies of which are to be submitted to, and approved by, Council prior to the release of the S138 Roads Act Approval.

- (a) Construct a level intersection with formalised pipe drainage under the intersection. The stormwater shall be collected via pit and pipes and be formally discharged to the drainage reserve adjacent to Lot 102.
- (b) Construct and gravel road shoulders where necessary.
- (c) Place two (2) coat hot bitumen seal.

59. William Street Roadworks

The registered proprietors of the land shall construct the following in William Street from the intersection of Blacks Road to Millfield Road in accordance with Council's 'Engineering Requirements for Development' and set out on a set of plans, four (4) copies of which are to be submitted to, and approved by, Council prior to the release of the S138 Roads Act Approval.

- (a) Construct and gravel road shoulder to create 2 x 3.5m wide lanes and 2 x 0.5m wide shoulders.
- (b) Place 2 coat bitumen seal, where required, to result in a minimum 8.0m sealed formation width.
- (c) Construct drainage works as necessary.

60. Road – Road Widening Requirement

The registered proprietor of the land shall construct the following in accordance with Council's 'Engineering Requirements for Development' and set out on a set of plans, four (4) copies of which are to be submitted to, and approved by, Council prior to issue of a CC for the civil works.

- a) Construct the extension of William Street from the property boundary with William Street to Lot 110. Provide an 11m pavement with concrete kerb and gutter.
- b) Construct the Loop Road (that connects between William Street) from the western intersection of William Street to Lot 116. Provide an 11m pavement with concrete kerb and gutter.
- c) Provide temporary turning heads with 8.5m radius at the William Street extension adjacent to Lot 109.
- d) Construct a detention basin in the drainage reserve adjacent to Lot 102, generally in accordance with the Stormwater Drainage Strategy prepared by GCA Engineering Solutions, Revision 5, dated 2 October 2014. The detention basin shall incorporate suitable safety measures where required.

PRIOR TO COMMENCEMENT OF WORKS

61. Stormwater – Minimum Fill Requirement

The registered proprietor of the land shall place inert fill on proposed Lots 101, 102, 103, 104, 105, 114 and 115 to a minimum level of RL 118.0m AHD. The fill shall be placed in accordance with Council's 'Engineering Requirements for

Development' and AS 3798 'Guidelines on Earthworks for Commercial and Residential Developments' and as follows:-

- a) The fill on proposed Lots 101, 102, 103, 104, 105, 114 and 115 shall be battered at a maximum grade of 1 in 4 to match existing ground levels in the adjoining lots or where required a suitably sized retaining structure is to be utilised; the retaining wall is to be certified by an appropriately qualified structural engineer.

The fill shall be certified by a Geotechnical Engineer as being in compliance with AS 3798, and site levels shall be certified by a registered surveyor prior to commencement of construction of the building.

PRIOR TO ISSUE OF SUBDIVISION CERTIFICATE

62. Section 94 Contribution Fees

A contribution pursuant to the provisions of Section 94 of the *EP&A Act 1979* for the services detailed, and for the amount detailed, must be made to Council prior to the issue of a SC:

Calculations	
District Open Space	\$20,246.48
District Community Facilities (Halls)	\$12,400.72
District Community Facilities (Libraries)	\$3,310.87
District Community Facilities (Bushfire)	\$923.03
District Roads – Urban Areas	\$15,430.66
Studies (Plan Preparation)	\$1,163.82
Plan Administration	\$4,414.49
Total S94 Contribution - Subdivision	\$57,890.07

A copy of the Residential Section 94 Contributions Plan may be inspected at Council's Customer Service Section, Administrative Building, Vincent Street, Cessnock or can be accessed on Council's Website at www.cessnock.nsw.gov.au.

The amount of contribution payable under this condition has been calculated at the date of consent. In accordance with the provisions of the Contributions Plan, this amount shall be indexed at the time of actual payment in accordance with the Consumer Price Index. Indexation of contributions for payment occurs quarterly.

63. Flooding

The extent of the 100 year Average Recurrence Interval (ARI) flood, as determined by GCA Engineering Solutions, on proposed Lots 101, 102, 103, 104, 105, 114, 115, shall be shown on the plan of subdivision and a suitable 88B instrument in accordance with the Conveyancing Act, 1919 shall be created over these Lots providing as follows:-

- a) Prohibit all building works within the area of inundation of the 100 year Average Recurrence Interval (ARI) flood determined by GCA Engineering Solutions.

- b) The floor level of all habitable buildings shall be 500mm above the 100 year Average Recurrence Interval (ARI) flood level.
- c) Cessnock City Council (the prescribed Authority) will be the person entitled to release or modify the Covenant.

All costs associated with the Covenant, including any legal costs payable to Council, are to be paid by the owner on whose behalf the applicant has lodged the application. The signed 88B instrument shall be submitted to Council prior to issue of the Subdivision Certificate.

64. Fencing

Prior to issue of the Subdivision Certificate, 1.8 metre high colourbond fencing shall be erected on the rear boundaries of Lots 101 to 109 and 114 to 116.

• CONDITIONS RELATING TO PHASE 2 OF THE DEVELOPMENT – 17 RESIDENTIAL ALLOTMENTS

PRIOR TO ISSUE OF CONSTRUCTION CERTIFICATE

65. Road - Bond

The applicant shall lodge payment of fees and contributions as follows:-

Based on a road length of approximately 230 metres. Final bond amounts will be levied on accurate dimensions contained within the engineering plans.

- a) Road fees - engineering plan checking and supervision of \$8,470.00.
- b) A performance bond of a minimum of \$1000 or 5% of the contract construction costs, whichever is greater (transferable).
- c) A road maintenance bond of a minimum of \$1000 or 5% of the contract construction costs, whichever is greater (refundable).

It will be necessary for the applicant to submit evidence of the contract price of all construction works in order for Council to assess accurate bond amounts. If no contract price is submitted, Council will estimate the value of construction works.

The fees and bonds shall be payable prior to the issue of a CC for the Civil Works and/or release of the Subdivision Certificate and shall be in accordance with Council's adopted fees and charges current at the time of payment.

The bond may be used to meet any costs referred to above, and on application being made to the Council by the person who provided the bond, any balance remaining is to be refunded to, or at the direction of, that person. If no application is made to the Council for a refund of any balance remaining of the bond within 6 years of the date of issue of the Subdivision Certificate for the development, the Council may pay the balance to the Chief Commissioner of State Revenue under the Unclaimed Money Act 1995.

66. Road – Road Widening Requirement

The registered proprietor of the land shall construct the following in accordance with Council's 'Engineering Requirements for Development' and set out on a set of plans, four (4) copies of which are to be submitted to, and approved by, Council prior to issue of a CC for the civil works.

- a) Construct the extension of William Street from Lot 110 to Lot 203. Provide an 11m pavement with concrete kerb and gutter.
- b) Construct the Loop Road (that connects between William Street) from Lot 116 to Lot 217. Provide an 11m pavement with concrete kerb and gutter.
- c) Construct the western cul-de-sac road. Provide an 8m pavement with concrete kerb and gutter.
- d) Provide temporary tuning heads at the end of the extension of William Street, and at the extension of the Loop Road.
- e) Topdress and turf footpath

PRIOR TO ISSUE OF SUBDIVISION CERTIFICATE

67. Section 94 Contribution Fees

A contribution pursuant to the provisions of Section 94 of the *EP&A Act 1979* for the services detailed, and for the amount detailed, must be made to Council prior to the issue of a SC:

Calculations	
District Open Space	\$21,511.88
District Community Facilities (Halls)	\$13,175.76
District Community Facilities (Libraries)	\$3,517.80
District Community Facilities (Bushfire)	\$980.72
District Roads – Urban Areas	\$16,395.08
Studies (Plan Preparation)	\$1,236.56
Plan Administration	\$4,690.40
Total S94 Contribution - Subdivision	\$61,508.20

A copy of the Residential Section 94 Contributions Plan may be inspected at Council's Customer Service Section, Administrative Building, Vincent Street, Cessnock or can be accessed on Council's Website at www.cessnock.nsw.gov.au.

The amount of contribution payable under this condition has been calculated at the date of consent. In accordance with the provisions of the Contributions Plan, this amount shall be indexed at the time of actual payment in accordance with the Consumer Price Index. Indexation of contributions for payment occurs quarterly.

68. Fencing

Prior to issue of the Subdivision Certificate, 1.8 metre high colourbond fencing shall be erected on the rear boundaries of Lots 213 to 217.

- **CONDITIONS RELATING TO PHASE 3 OF THE DEVELOPMENT – 28
RESIDENTIAL LOTS**

PRIOR TO ISSUE OF CONSTRUCTION CERTIFICATE

69. Road - Bond

The applicant shall lodge payment of fees and contributions as follows:-

Based on a road length of approximately 470 metres. Final bond amounts will be levied on accurate dimensions contained within the engineering plans.

- a) Road fees - engineering plan checking and supervision of \$16,870.00.
- b) A performance bond of a minimum of \$1000 or 5% of the contract construction costs, whichever is greater (transferable).
- c) A road maintenance bond of a minimum of \$1000 or 5% of the contract construction costs, whichever is greater (refundable).

It will be necessary for the applicant to submit evidence of the contract price of all construction works in order for Council to assess accurate bond amounts. If no contract price is submitted, Council will estimate the value of construction works.

The fees and bonds shall be payable prior to the issue of a CC for the Civil Works and/or release of the Subdivision Certificate and shall be in accordance with Council's adopted fees and charges current at the time of payment.

The bond may be used to meet any costs referred to above, and on application being made to the Council by the person who provided the bond, any balance remaining is to be refunded to, or at the direction of, that person. If no application is made to the Council for a refund of any balance remaining of the bond within 6 years of the date of issue of the Subdivision Certificate for the development, the Council may pay the balance to the Chief Commissioner of State Revenue under the Unclaimed Money Act 1995.

70. Road – Road Widening Requirement

The registered proprietor of the land shall construct the following in accordance with Council's 'Engineering Requirements for Development' and set out on a set of plans, four (4) copies of which are to be submitted to, and approved by, Council prior to issue of a CC for the civil works.

- a) Construct the extension of William Street from Lot 203 to Lot 328. Provide an 11m pavement with concrete kerb and gutter.
- b) Construct the Loop Road (that connects between William Street) from Lot 217 to the eastern intersection with William Street. Provide an 11m pavement with concrete kerb and gutter.
- c) Construct the eastern cul-de-sac road. Provide an 8m pavement with concrete kerb and gutter.
- d) Topdress and turf footpath

PRIOR TO ISSUE OF SUBDIVISION CERTIFICATE

71. Section 94 Contribution Fees

A contribution pursuant to the provisions of Section 94 of the *EP&A Act 1979* for the services detailed, and for the amount detailed, must be made to Council prior to the issue of a SC:

Calculations	
District Open Space	\$35,431.33
District Community Facilities (Halls)	\$21,701.25
District Community Facilities (Libraries)	\$5,794.02
District Community Facilities (Bushfire)	\$1,615.30
District Roads – Urban Areas	\$27,003.66
Studies (Plan Preparation)	\$2,036.69
Plan Administration	\$7,725.36
Total S94 Contribution - Subdivision	\$101,307.62

A copy of the Residential Section 94 Contributions Plan may be inspected at Council's Customer Service Section, Administrative Building, Vincent Street, Cessnock or can be accessed on Council's Website at www.cessnock.nsw.gov.au.

The amount of contribution payable under this condition has been calculated at the date of consent. In accordance with the provisions of the Contributions Plan, this amount shall be indexed at the time of actual payment in accordance with the Consumer Price Index. Indexation of contributions for payment occurs quarterly.

72. Fencing

Prior to issue of the Subdivision Certificate, 1.8 metre high colourbond fencing shall be erected on the rear boundaries of Lots 320 to 325.

• CONDITIONS RELATING TO PHASE 4 OF THE DEVELOPMENT – RESIDUE LOT CONTAINING THE E2 ENVIRONMENTAL CONSERVATION ZONE

PRIOR TO ISSUE OF CONSTRUCTION CERTIFICATE

73. Road - Bond

The applicant shall lodge payment of fees and contributions as follows:-

Based on a road length of approximately 230 metres. Final bond amounts will be levied on accurate dimensions contained within the engineering plans.

- a) Road fees - engineering plan checking and supervision of \$8,470.00.
- b) A performance bond of a minimum of \$1000 or 5% of the contract construction costs, whichever is greater (transferable).
- c) A road maintenance bond of a minimum of \$1000 or 5% of the contract construction costs, whichever is greater (refundable).

It will be necessary for the applicant to submit evidence of the contract price of all construction works in order for Council to assess accurate bond amounts. If no contract price is submitted, Council will estimate the value of construction works.

The fees and bonds shall be payable prior to the issue of a CC for the Civil Works and/or release of the Subdivision Certificate and shall be in accordance with Council's adopted fees and charges current at the time of payment.

The bond may be used to meet any costs referred to above, and on application being made to the Council by the person who provided the bond, any balance remaining is to be refunded to, or at the direction of, that person. If no application is made to the Council for a refund of any balance remaining of the bond within 6 years of the date of issue of the Subdivision Certificate for the development, the Council may pay the balance to the Chief Commissioner of State Revenue under the Unclaimed Money Act 1995.

74. Road – Road Widening Requirement

The registered proprietor of the land shall construct the following in accordance with Council's 'Engineering Requirements for Development' and set out on a set of plans, four (4) copies of which are to be submitted to, and approved by, Council prior to issue of a CC for the civil works.

- a) Construct the extension of William Street from Lot 328 to the building envelope for Lot 402. Provide an 11m pavement with concrete kerb and gutter.
- b) Construct a bio-retention swale and level spreader adjacent to the eastern extension of William Street generally in accordance with the Stormwater Drainage Strategy prepared by GCA Engineering Solutions, Revision 5, dated 2 October 2014.
- c) Topdress and turf footpath

75. Engineering Checking Fees

The registered proprietor of the land shall lodge payment of fees and contributions as follows:-

Based on a drainage length of approximately 26 metres:-

a)	Drainage fees for plan checking	=	<u>\$340.00</u>
b)	Drainage fees for supervision of construction	=	<u>\$433.60</u>
	TOTAL	=	<u>\$773.60</u>

This may be adjusted on submission of detailed construction plans and availability of an accurate road length. Payment is required prior to the issue of a CC for civil works.

PRIOR TO ISSUE OF SUBDIVISION CERTIFICATE

76. Dedication of Bio-retention Swale

The applicant shall dedicate the area enclosing the bio-retention swale and level spreader system as drainage reserves at no cost to Council. The area of required dedication shall be determined by the extent of inundation of the 1 in 100 year Average Recurrence Interval (ARI) event, or the defined outline of the bio-retention swale and level spreader, whichever is the greater. This may require minor adjustments to lot boundaries.

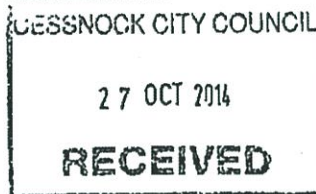
78. Building Envelope within Environmental Conservation Zone

The building envelope for the Environmental Conservation lot (Lot 402) is to be as shown on amended Figure 3: Concept Plan of subdivision – Whole of Lot 318 (Autocad Ref 112770 – 2F, Version Option 6). No development is to occur outside of the building envelope.



Department of
Primary Industries
Office of Water

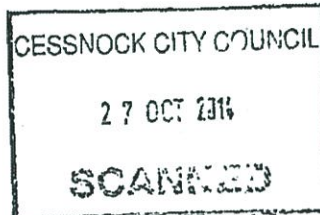
COPY



Contact: Brendan Mee
Phone: 02 4904 2524
Email: brendan.mee@water.nsw.gov.au
Our ref: 20 ERM2013/1003
Your ref: 8/2014/416/1

The General Manager
Cessnock City Council
PO Box 152
Cessnock NSW 2325

Attention: K A Porter



22 October 2014

Dear Sir/Madam

Re: Integrated Development Referral – General Terms of Approval
Dev Ref: 8/2014/416/1
Description of proposed activity: Residential subdivision
Site location: Anderson Avenue, Paxton

I refer to your letter dated 18 August 2014 regarding an integrated Development Application (DA) proposed for the subject property. Attached, please find the Office of Water's General Terms of Approval (GTA) for works requiring a controlled activity approval under the *Water Management Act 2000* (WM Act), as detailed in the subject DA.

Please note Council's statutory obligations under section 91A (3) of the *Environmental Planning and Assessment Act 1979* (EPA Act) which requires a consent, granted by a consent authority, to be consistent with the general terms of any approval proposed to be granted by the approval body.

If the proposed development is approved by Council, the Office of Water requests that these GTA be included (in their entirety) in Council's development consent. Please also note the following:

- The Office of Water should be notified if any plans or documents are amended and these amendments significantly change the proposed development or result in additional works on waterfront land (which includes (i) the bed of any river together with any land within 40 metres inland of the highest bank of the river, or (ii) the bed of any lake, together with any land within 40 metres of the shore of the lake, or (iii) the bed of any estuary, together with any land within 40 metres inland of the mean high water mark of the estuary).
- Once notified, the Office of Water will ascertain if the amended plans require review or variation/s to the GTA. This requirement applies even if the proposed works are part of Council's proposed consent conditions and do not appear in the original documentation.

- The Office of Water should be notified if Council receives an application to modify the development consent and the modifications change any activities on waterfront land.
- The Office of Water requests notification of any legal challenge to the consent.

As the controlled activity to be carried out on waterfront land cannot commence before the applicant applies for and obtains a controlled activity approval, the Office of Water recommends the following condition be included in the development consent:

"The Construction Certificate will not be issued over any part of the site requiring a controlled activity approval until a copy of the approval has been provided to Council".

The attached GTA are not the controlled activity approval. The applicant must apply (to the Office of Water) for a controlled activity approval **after consent** has been issued by Council **and before** the commencement of any work or activity on waterfront land.

Finalisation of a controlled activity approval can take up to eight (8) weeks from the date the Office of Water receives all documentation (to its satisfaction). Applicants must complete and submit (to the undersigned) an application form for a controlled activity approval together with any required plans, documents, the appropriate fee and security deposit or bank guarantee (if required by the Office of Water) and proof of Council's development consent.

Application forms for the controlled activity approval are available from the undersigned or from the Office of Water's website:

www.water.nsw.gov.au [Water licensing](#) > [Approvals](#) > [Controlled activities](#)

The Office of Water requests that Council provide a copy of this letter to the applicant.

The Office of Water also requests that Council provides the Office of Water with a copy of the determination for this development application as required under section 91A (6) of the EPA Act.

Yours Sincerely



Brendan Mee
Water Regulation Officer
Office of Water - WR Operations South

General Terms of Approval

for work requiring a controlled activity approval
under s91 of the Water Management Act 2000

Our Reference: 20 ERM2013/1003

File No:

Site Address: Anderson Avenue, Paxton

DA Number: 8/2014/416/1

LGA: Cessnock City Council

Number	Condition
Plans, standards and guidelines	
1	<p>These General Terms of Approval (GTA) only apply to the controlled activities described in the plans and associated documentation relating to 8/2014/416/1 and provided by Council:</p> <ul style="list-style-type: none"> (i) Statement of Environmental Effects, Residential Subdivision, Paxton, prepared by RPS, dated July 2014 (ii) Stormwater Drainage Strategy, Anderson Avenue Paxton, prepared by GCA Engineering Solutions, dated 2 October 2014 (iii) Landscape concept plan, prepared by Moir Landscape Architecture, dated 24 September 2014 <p>Any amendments or modifications to the proposed controlled activities may render these GTA invalid. If the proposed controlled activities are amended or modified the NSW Office of Water must be notified to determine if any variations to these GTA will be required.</p>
2	<p>Prior to the commencement of any controlled activity (works) on waterfront land, the consent holder must obtain a Controlled Activity Approval (CAA) under the Water Management Act from the NSW Office of Water. Waterfront land for the purposes of this DA is land and material in or within 40 metres of the top of the bank or shore of the river identified.</p>
3	<p>The consent holder must prepare or commission the preparation of:</p> <ul style="list-style-type: none"> (i) Vegetation Management Plan (ii) Civil engineering plans (iii) Erosion and Sediment Control Plan
4	<p>All plans must be prepared by a suitably qualified person and submitted to the NSW Office of Water for approval prior to any controlled activity commencing. The following plans must be prepared in accordance with the NSW Office of Water's guidelines located at www.water.nsw.gov.au/Water-Licensing/Approvals/default.aspx</p> <ul style="list-style-type: none"> (i) Vegetation Management Plans (ii) Laying pipes and cables in watercourses (iii) Riparian Corridors (iv) In-stream works (v) Outlet structures (vi) Watercourse crossings

www.water.nsw.gov.au

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information@water.nsw.gov.au | ABN 72 189 919 072

170912

Our Reference: 20 ERM2013/1003
Site Address: Anderson Avenue, Paxton
DA Number: 8/2014/416/1
LGA: Cessnock City Council

File No:

Number	Condition
5	The consent holder must (i) carry out any controlled activity in accordance with approved plans and (ii) construct and/or implement any controlled activity by or under the direct supervision of a suitably qualified professional and (iii) when required, provide a certificate of completion to the NSW Office of Water.
Rehabilitation and maintenance	
6	The consent holder must carry out a maintenance period of two (2) years after practical completion of all controlled activities, rehabilitation and vegetation management in accordance with a plan approved by the NSW Office of Water.
Reporting requirements	
8	The consent holder must use a suitably qualified person to monitor the progress, completion, performance of works, rehabilitation and maintenance and report to the NSW Office of Water as required.
Access-ways	
11	The consent holder must not locate ramps, stairs, access ways, cycle paths, pedestrian paths or any other non-vehicular form of access way in a riparian corridor other than in accordance with a plan approved by the NSW Office of Water.
Bridge, causeway, culverts, and crossing	
12	The consent holder must ensure that the construction of any bridge, causeway, culvert or crossing does not result in erosion, obstruction of flow, destabilisation or damage to the bed or banks of the river or waterfront land, other than in accordance with a plan approved by the NSW Office of Water.
13	The consent holder must ensure that any bridge, causeway, culvert or crossing does not obstruct water flow and direction, is the same width as the river or sufficiently wide to maintain water circulation, with no significant water level difference between either side of the structure other than in accordance with a plan approved by the NSW Office of Water.
Disposal	
14	The consent holder must ensure that no materials or cleared vegetation that may (i) obstruct flow, (ii) wash into the water body, or (iii) cause damage to river banks; are left on waterfront land other than in accordance with a plan approved by the NSW Office of Water.
Drainage and Stormwater	
15	The consent holder is to ensure that all drainage works (i) capture and convey runoffs, discharges and flood flows to low flow water level in accordance with a plan approved by the NSW Office of Water; and (ii) do not obstruct the flow of water other than in accordance with a plan approved by the NSW Office of Water.
16	The consent holder must stabilise drain discharge points to prevent erosion in accordance with a plan approved by the NSW Office of Water.
Erosion control	
17	The consent holder must establish all erosion and sediment control works and water diversion structures in accordance with a plan approved by the NSW Office of Water. These works and

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information@water.nsw.gov.au | ABN 72 189 919 072
170912

Our Reference: 20 ERM2013/1003
Site Address: Anderson Avenue, Paxton
DA Number: 8/2014/416/1
LGA: Cessnock City Council

File No:

Number	Condition
	structures must be inspected and maintained throughout the working period and must not be removed until the site has been fully stabilised.
Excavation	
18	The consent holder must ensure that no excavation is undertaken on waterfront land other than in accordance with a plan approved by the NSW Office of Water.
19	The consent holder must ensure that any excavation does not result in (i) diversion of any river (ii) bed or bank instability or (iii) damage to native vegetation within the area where a controlled activity has been authorised, other than in accordance with a plan approved by the NSW Office of Water.
Maintaining river	
20	The consent holder must ensure that (i) river diversion, realignment or alteration does not result from any controlled activity work and (ii) bank control or protection works maintain the existing river hydraulic and geomorphic functions, and (iii) bed control structures do not result in river degradation other than in accordance with a plan approved by the NSW Office of Water.
21	The consent holder must ensure that the surfaces of river banks are graded to enable the unobstructed flow of water and bank retaining structures result in a stable river bank in accordance with a plan approved by the NSW Office of Water.
River bed and bank protection	
23	The consent holder must establish a riparian corridor along the watercourse in accordance with a plan approved by the NSW Office of Water.
END OF CONDITIONS	

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information@water.nsw.gov.au | ABN 72 189 919 072
170912



NSW RURAL FIRE SERVICE

COPY



The General Manager
Cessnock City Council
PO Box 152
CESSNOCK NSW 2325

Your reference: 8/2014/416/1

Our reference: D14/2426

8 December 2014

Attention: **Kerry Porter**

Dear Sir/Madam

Integrated Development for 318//1091621 Anderson Avenue Paxton 2325

I refer to your correspondence dated 25 November 2014 seeking general terms of approval for the above Integrated Development in accordance with clause 55(1) of the *Environmental Planning and Assessment Regulation 2000*.

This response is to be deemed a bush fire safety authority as required under section 100B of the *Rural Fires Act 1997* and is issued subject to the following numbered conditions.

1. The development proposal is to comply with the subdivision layout identified on the drawing prepared by RPS titled "Figure 4 Subdivision Staging Plan", dated 29 October 2014.

Asset Protection Zone

The intent of measures is to provide sufficient space and maintain reduced fuel loads so as to ensure radiant heat levels of buildings are below critical limits and to prevent direct flame contact with a building. To achieve this, the following conditions shall apply:

2. At the issue of subdivision certificate and in perpetuity the entire property except for Lot 402 shall be managed as an outer protection area (OPA) as outlined within section 4.1.3 and Appendix 5 of *Planning for Bush Fire Protection 2006* and the NSW Rural Fire Service's document *Standards for asset protection zones* until such time each individual Lot is further developed.

3. At the issue of subdivision certificate and in perpetuity Lot 402 for a distance of 10 metres north and east of the perimeter road (Anderson Avenue) shall be managed as an outer protection area (OPA) as outlined within section 4.1.3 and Appendix 5 of *Planning for Bush Fire Protection 2006* and the NSW Rural Fire Service's document *Standards for asset protection zones* until such time each individual Lot is further developed.

Postal address

NSW Rural Fire Service
Records Management
Locked Bag 17
GRANVILLE NSW 2141

Street address

NSW Rural Fire Service
Glendenning Customer Service Centre
42 Lamb Street
GLENDENNING NSW 2761

T 1300 NSW RFS
F (02) 8667 7983

www.rfs.nsw.gov.au

Email: csc@rfs.nsw.gov.au

Water and Utilities

The intent of measures is to provide adequate services of water for the protection of building during and after the passage of a bush fire, and to locate gas and electricity so as not to contribute to the risk of fire to a building. To achieve this, the following conditions shall apply:

4. Water, electricity and gas are to comply with section 4.1.3 of *Planning for Bush Fire Protection 2006*.

Access

The intent of measures for public roads is to provide safe operational access to structures and water supply for emergency services, while residents are seeking to evacuate from an area. To achieve this, the following conditions shall apply:

5. Public road access shall comply with section 4.1.3(1) of *Planning for Bush Fire Protection 2006*.

General Advice - consent authority to note

This approval is for the subdivision of the land only. Any further development application for class 1, 2 & 3 buildings as identified by the *Building Code of Australia* may be subject to separate application under section 79BA of the *Environmental Protection and Assessment Act 1979* and address the requirements of *Planning for Bush Fire Protection 2006*.

For any enquiries regarding this correspondence please contact Matthew Apps on 1300 NSW RFS.

Yours sincerely,

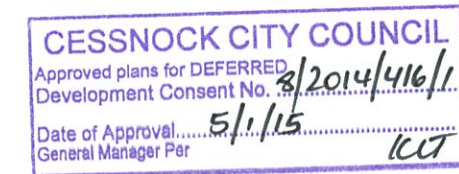


Catherine Ryland
Team Leader Development Assessment and Planning

PROPOSED RESIDENTIAL SUBDIVISION DEVELOPMENT

LANDSCAPE DOCUMENTATION

ANDERSON DRIVE, PAXTON, NSW



1 SITE PLAN
SCALE: 1:3000 @A1



LOCATION MAP: NTS
SOURCE: GOOGLE MAPS 2013

DRAWING SCHEDULE:

SHEET	TITLE	SHEET NO.	ISSUE	DATE	SCALE
LP01	COVERSHEET	1 OF 8	H	16 Oct 2014	AS SHOWN
LP02	LANDSCAPE PLAN	2 OF 8	H	16 Oct 2014	1:750 @ A1
LP03	BASIN LANDSCAPE PLAN	3 OF 8	H	16 Oct 2014	1:250 @ A1
LP04	VMP LANDSCAPE PLAN	4 OF 8	H	16 Oct 2014	1:200 @ A1
LP05	LANDSCAPE PLAN	5 OF 8	H	16 Oct 2014	1:200 @ A1
LP07	CYCLEWAY PLAN	6 OF 8	H	16 Oct 2014	1:50 @ A1
LP07	LANDSCAPE SECTIONS	7 OF 8	H	16 Oct 2014	1:75 @ A1
LP08	LANDSCAPE SPECIFICATION & DETAILS	8 OF 8	H	16 Oct 2014	AS SHOWN



DO NOT SCALE DRAWINGS. CHECK ALL DIMENSIONS ON SITE.
FIGURED DIMENSIONS TAKE PRECEDENCE.

A	19/08/13	DEVELOPMENT APPLICATION FOR APPROVAL
B	27/08/13	DEVELOPMENT APPLICATION FOR APPROVAL
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E	25/10/13	DEVELOPMENT APPLICATION FOR SUBMISSION
F	16/10/14	REVISION FOR DEVELOPMENT APPLICATION FOR SUBMISSION
G	24/09/14	REVISION FOR DEVELOPMENT APPLICATION FOR SUBMISSION
H	16/10/14	REVISION FOR DEVELOPMENT APPLICATION FOR SUBMISSION

PLANNERS

ENGINEER

CLIENT

COOPS (NSW) PTY LTD

PROJECT

LANDSCAPE DOCUMENTATION
PROPOSED RESIDENTIAL SUBDIVISION
DEVELOPMENT- LOT 318, ANDERSON
DRIVE, PAXTON

TITLE

LANDSCAPE COVER SHEET

STATUS: DEVELOPMENT APPLICATION

DATE: 16/10/14 SCALE: As Shown PROJ No: 0954

DRAWN: CB CHECKED: DM APPROVED: DM

ISSUE: H SHEET: 1 of 6 REV: H

LEGEND

- Site Boundary
- Water Main - Ref Eng
- Proposed lot
- Proposed road
- 1200mm wide pedestrian footpath
- Proposed Turf
- Existing site vegetation to be retained
- Proposed Tree surround
- Corymbia maculata (Spotted Gum)
- Elaeocarpus reticulatus (Blueberry Ash)
- Lophostemon confertus (Brush Box)

PLANT SCHEDULE:

Botanical Name	Common Name	Pot Size	Spacing	Quantity
Corymbia maculata	Spotted Gum	L	As Shown	41
Lophostemon confertus	Brushbox	75L	As Shown	37
Elaeocarpus reticulatus	Blueberry Ash	75L	As Shown	14

CESSNOCK CITY COUNCIL

Approved plans for DEFERRED
Development Consent No. 8/2014/416/1
Date of Approval 5/1/15
General Manager Per

EXISTING VEGETATION TO BE RETAINED AND PROTECTED

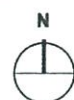
Proposed street tree plantings.
Species to be approved by
Council's Street tree officer.

REFER LP03

REFER LP04

BUILDING ENVELOPE
FOR PROPOSED LOT 402

1 LANDSCAPE PLAN
SCALE: 1:750 @A1



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PLANNERS

ENGINEER

CLIENT

COOPS (NSW) PTY LTD

PROJECT

LANDSCAPE DOCUMENTATION
PROPOSED RESIDENTIAL SUBDIVISION
DEVELOPMENT- LOT 318, ANDERSON
DRIVE, PAXTON

TITLE

LANDSCAPE PLAN

0954.DA.LP01-LP06.REVH.16.10.14

STATUS: DEVELOPMENT APPLICATION

DATE	16/10/14	SCALE	PROJ No	0954
STAGE	CB	CHECKED	DM	DM
ISSUE	H	SHEET	2 of 6	H



CESSNOCK CITY COUNCIL
 Approved plans for DEFERRED
 Development Consent No. 2/2014/416/1
 Date of Approval 5/1/15
 General Manager Per KCA

LEGEND

	Emergent Aquatic Macrophytes <i>Schoenoplectus validus</i> River Club Rush <i>Beumea articulata</i> Jointed Twig-rush		<i>Corymbia maculata</i> Spotted Gum
	Embankment Planting <i>Juncus usitatus</i> Common Rush <i>Carex appressa</i> Tall Sedge		<i>Eucalyptus tereticornis</i> Forest Red Gum
	Basin Dry Zone <i>Lomandra longifolia</i> Mat Rush <i>Austrodanthonia</i> spp. Wallaby grass		<i>Casuarina glauca</i> Swamp Oak
	Cycleway Corridor <i>Myoporum parvifolium</i> Copper Canyon <i>Nandina domestica</i> Gulf Stream		<i>Melaleuca nodosa</i> Ball Honey Myrtle
	Turf Grass		<i>Callistemon salignus</i> Weeping Callistemon
	Rock Scour		<i>Dodonea triquetra</i> Hop Brush
	Retaining Wall		<i>Angophora costata</i> Smooth-barked Apple
	Extent of Works		STREET TREE
	Proposed Bollards		

TREES



Angophora costata



Eucalyptus robusta



Eucalyptus maculata

UNDER-STOREY

GRASSES



Elaeocarpus reticulatus



Doryanthes excelsa



Schoenoplectus validus

GRASSES



Lomandra longifolia



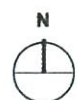
Juncus usitatus

EP1- Submergent Macrophytes (As shown on LP03)	
Sedges and Grasses: Approx Area: 117m² - 2/m² (2 every 1m²) 117 SCH val (random) 117 BAU art (random)	
EP2- Existing Pasture Land (As shown on LP03)	
Due to close proximity to residential lots weed and maintain existing pasture land to reduce risk of fire.	
EP3- Embankment Planting (As shown on LP03)	
Canopy Trees: Approx Area: 190m² - 1/20m² (1 every 20m²) 3 COR mac 25% 5 CAS gla 50% 3 EUC ter 25%	
Shrubs/ Mid Level: Approx Area: 190m² - 1/5m² (1 every 5m²) 3 COR mac 25% 6 MEL nod 25% 10 CAL sbl 50% 6 DOD tri 25%	

REFER PLAN 1 & 2 - PAGE LP04

LANDSCAPE PLAN 1
 SCALE: 1:250 @A1

0 1 5 10m 20



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PLANNING

ENGINEER

CLIENT

COOPS (NSW) PTY LTD

PROJECT

LANDSCAPE DOCUMENTATION
 PROPOSED RESIDENTIAL SUBDIVISION
 DEVELOPMENT- LOT 318, ANDERSON
 DRIVE, PAXTON

TITLE

LANDSCAPE PLAN

FILE

0954.DA.LP01-LP06.REV1.16.10.14

PLOTTED

LP03

STATUS

DEVELOPMENT APPLICATION

DATE: 16/10/14 SCALE: PROJ: 0954

DRAWN: CB CHECKED: DM APPROVED: DM

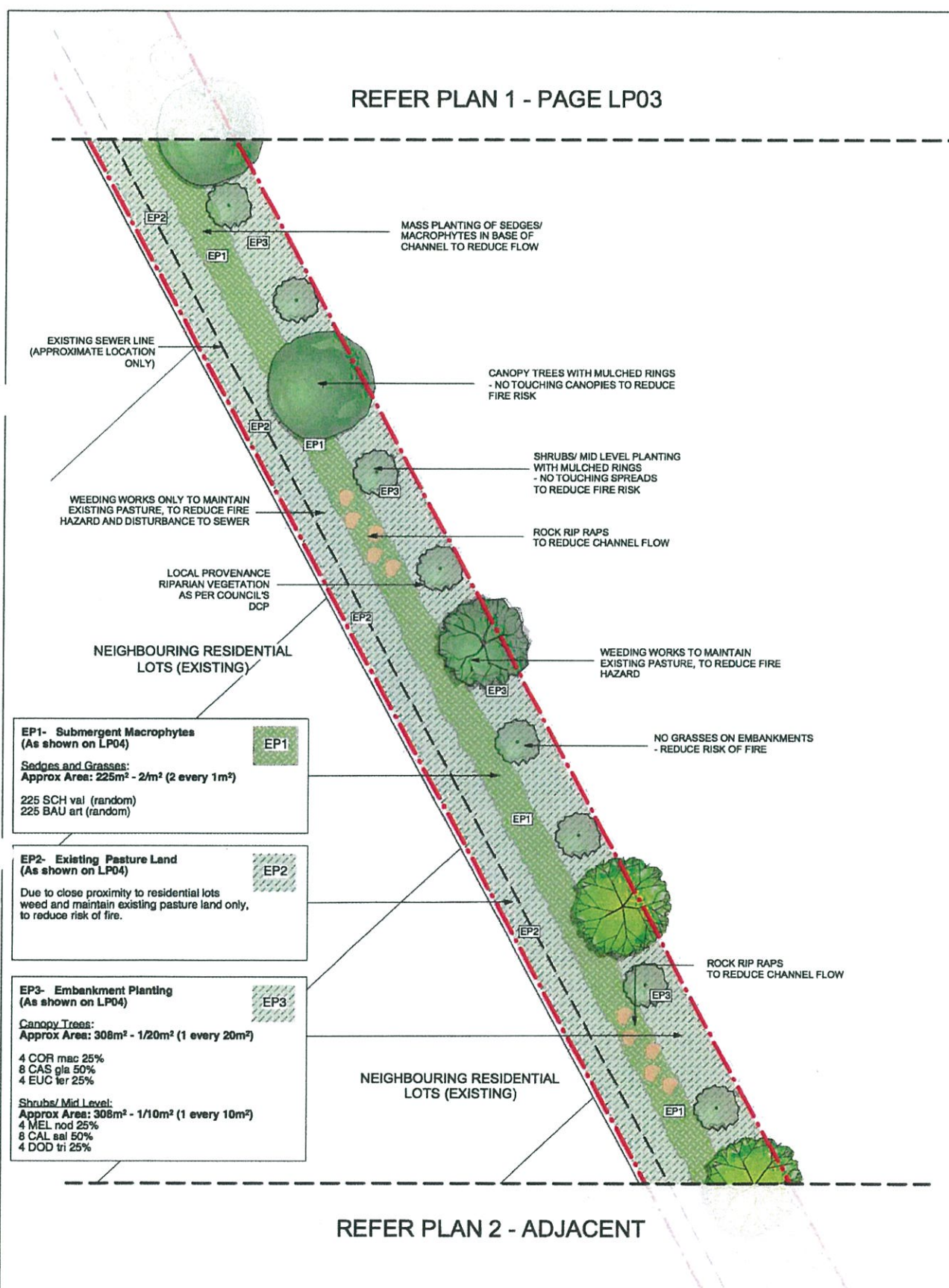
SHEET: 3 of 6

REV: H

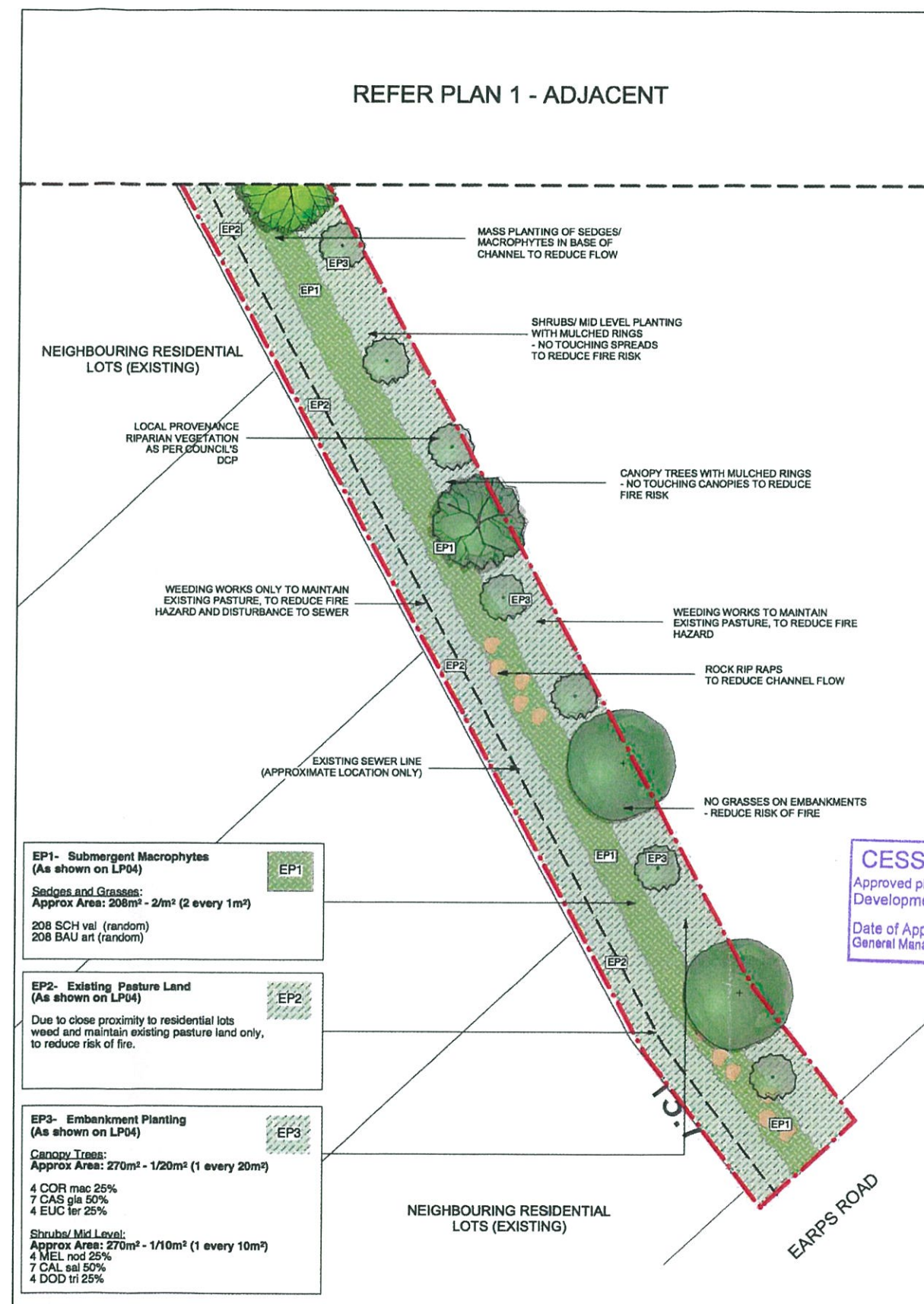
LEGEND

	Emergent Aquatic Macrophytes
<i>Schoenoplectus validus</i>	River Club Rush
<i>Baumea articulata</i>	Jointed Twig-rush
	Embankment Planting
<i>Juncus usitatus</i>	Common Rush
<i>Carex appressa</i>	Tall Sedge
	Basin Dry Zone
<i>Lomandra longifolia</i>	Mat Rush
<i>Austrodanthonia spp.</i>	Wallaby grass
	Cycleway Corridor
<i>Myoporum parvifolium</i>	Copper Canyon
<i>Nandina domestica</i>	Gulf Stream
	Turf Grass
	Rock Scour
	Retaining Wall
	Extent of Works
	Corymbia maculata Spotted Gum
	Eucalyptus tereticornis Forest Red Gum
	Casuarina glauca Swamp Oak
	Melaleuca nodosa Ball Honey Myrtle
	Callistemon salignus Weeping Callistemon

REFER PLAN 1 - PAGE LP03

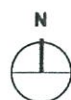


REFER PLAN 1 - ADJACENT



1 LANDSCAPE PLAN 1
SCALE: 1:200 @A1

0 1 5 10m 20



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PLANNERS

2 LANDSCAPE PLAN 2
SCALE: 1:200 @A1

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PROJECT
LANDSCAPE DOCUMENTATION
PROPOSED RESIDENTIAL SUBDIVISION
DEVELOPMENT- LOT 318, ANDERSON
DRIVE, PAXTON

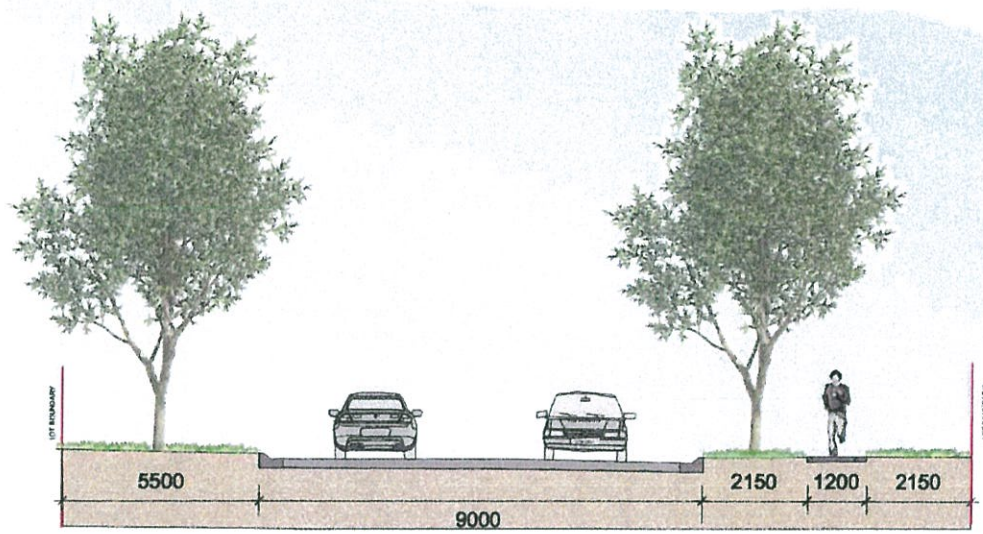
TITLE
LANDSCAPE PLAN

FILE
0954.DA.LP01-LP06.REV16.10.14

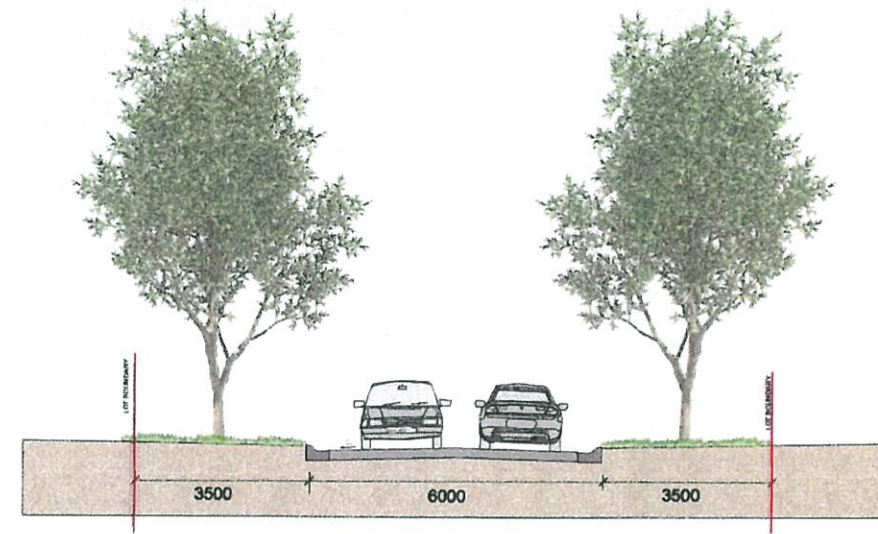
PLOTTED
LP02

STATUS: DEVELOPMENT APPLICATION

DATE 16/10/14	SCALE	PROJ No. 0954
DRAWN CB	CHECKED DM	APPROVED DM
ISSUE H	SHEET 4 of 6	REV H

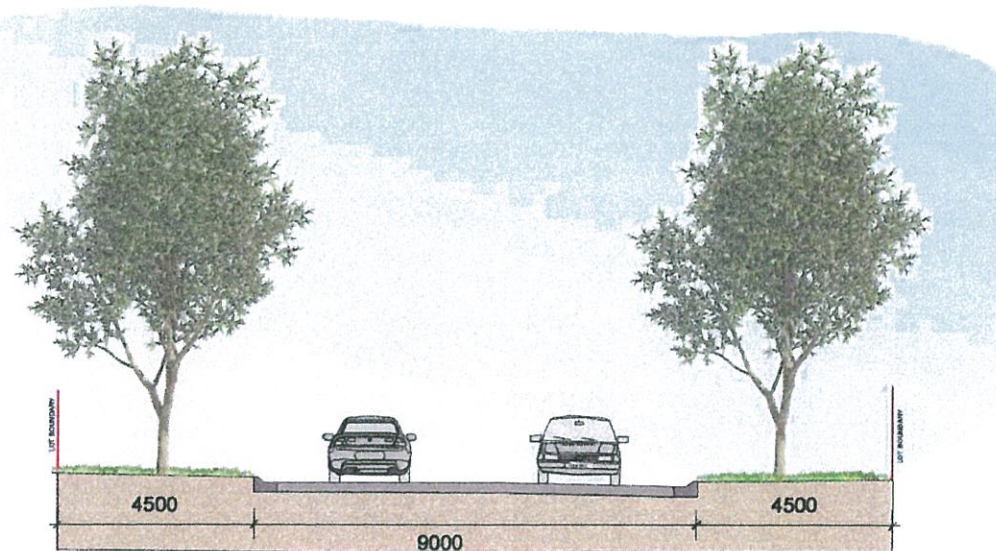


1 SECTION 2 - TYPICAL ROAD RESERVE TREATMENT - CONNECTOR ROAD WITH FOOTPATH
SCALE: 1:75 @A1

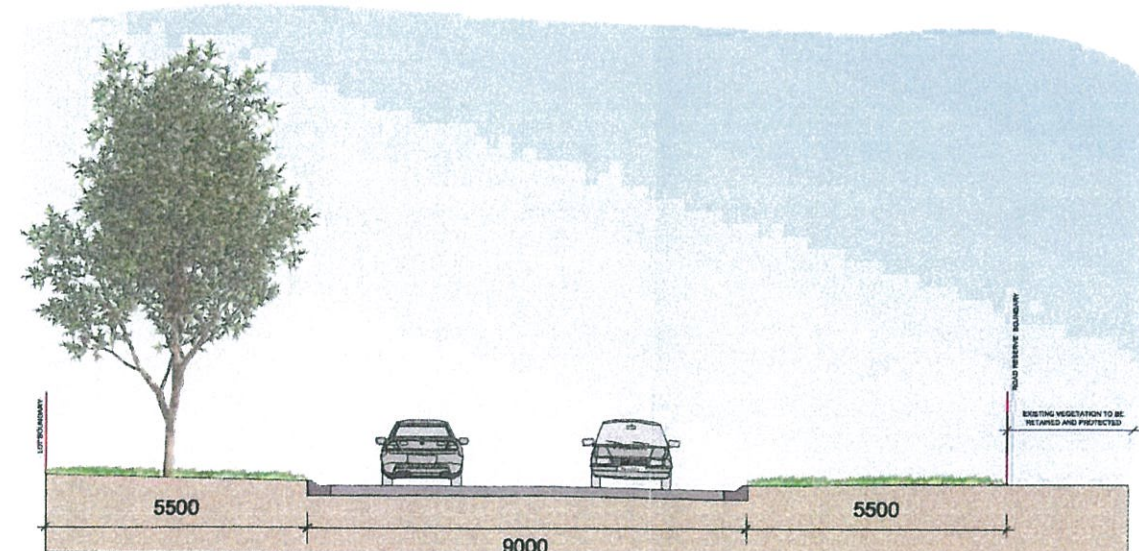


3 SECTION 3 - TYPICAL ROAD RESERVE TREATMENT - LOCAL ROAD
SCALE: 1:75 @A1

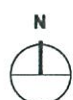
CESSNOCK CITY COUNCIL
Approved plans for DEFERRED
Development Consent No. 8/2014/416/1
Date of Approval... 5/1/15
General Manager Per *CT*



2 SECTION 2 - TYPICAL ROAD RESERVE - LOOP ROAD
SCALE: 1:75 @A1



4 SECTION 4 - TYPICAL ROAD RESERVE TREATMENT ADJOINING EXISTING BUSHLAND
SCALE: 1:75 @A1



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PLANNING

ENGINEER

CLIENT

COOPS (NSW) PTY LTD

PROJECT

LANDSCAPE DOCUMENTATION
PROPOSED RESIDENTIAL SUBDIVISION
DEVELOPMENT- LOT 318, ANDERSON
DRIVE, PAXTON

TITLE

LANDSCAPE PLAN

0954.DA.LP01-LP06.REVH.16.10.14

LP04

STATUS: DEVELOPMENT APPLICATION

DATE:	16/10/14	SCALE:	PROJ No:	0954
STAGE:	CB	CHECKED:	DM	DM
ISSUE:	H	SHEET:	5 of 6	H

PLANT ESTABLISHMENT & MAINTENANCE PERIOD

The planting establishment period shall be 12 months during which time the landscape contractor shall undertake the following.

MAINTENANCE LOGBOOK: Contractor to keep a maintenance record of works carried out on a monthly basis. Log should include but not limited to:

- Activities carried out during each attendance;
- Irregularities encountered and actions taken;

NB: Maintenance payments will be evaluated on submission of monthly logbooks.

PLANTING: Commence recurrent planting maintenance works at the completion of planting. Ensure the stock arriving on site is protected and maintained for healthy growth. Replacements: Continue to replace failed plants or plants damaged during site works. Report any vandalism or theft immediately.

GRASS SEED: Pasture mix 'Hunter Nude'

RECURRENT WORK: Throughout the planting establishment period carry out maintenance work including: watering, weeding, rubbish removal, fertilising, pest and disease control, replanting and reinstatement of mulch, and keeping the site neat and tidy. Any additional work required should be undertaken and documented in the maintenance log book.

MULCHED SURFACES: Maintain the surface in a clean and tidy condition and reinstate the mulch as necessary.

WATERING:

LAWN AND PLANTED AREAS

Generally: Maintain a vigorous healthy appearance.

Application rates: Soak to a depth of 150 mm for lawn and 300 mm for planting. Avoid frequent dampening of the surface. Allow the surface of the soil to partially dry out between waterings. Confirm soaked depth and record in the log book.

Timing: Water at times of day to minimise water evaporation loss. Do not water during the hottest period of Summer days.

Public areas without installed watering systems: Water only in excessive dry periods. Make available all necessary equipment to carry out hand and sprinkler watering as required.

Water restrictions: Coordinate the water supply and confirm the watering regime against federal and state government legislation and restrictions at the time.

HAND WATERING

General: Manually water all lawn and planting areas in the absence of an irrigation system or until the proposed irrigation system is fully operational.

TEMPORARY IRRIGATION SYSTEM

Contractor shall design, supply, lay and maintain the system for the supply of water to the whole of the landscape works as indicated on LP03.

TAPS

Refer to engineers plan.

IRRIGATION SYSTEM

A temporary irrigation system is to be installed for all mass planted beds, new turfed areas, and new tree planting. This system shall be installed and maintained for the duration of the maintenance period (12 months).

All irrigation works shall be performed by a licensed irrigation contractor. Materials to be used are to be submitted to the site superintendent for approval. The contractor shall provide design drawings and material specifications/samples prior to commencing work. All works are to be conducted to all current and relevant Australian Standards.

The contractor is to be completely responsible for the coordination of the installation of the irrigation system with other services throughout the site.

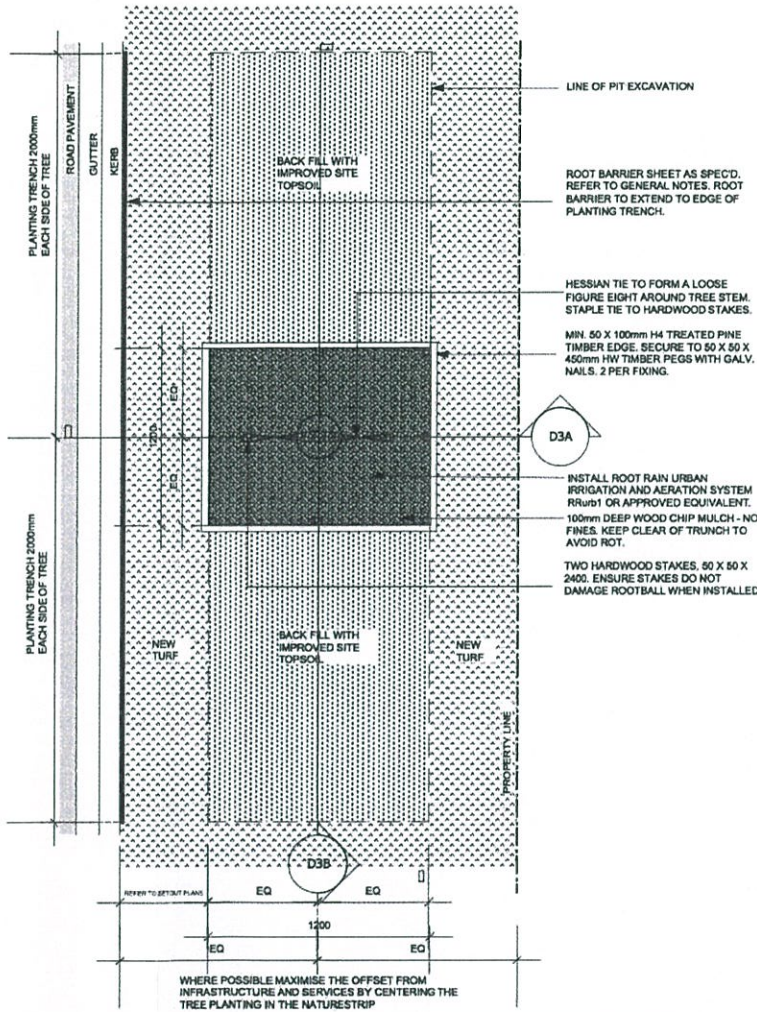
Recommended flow rates: The system shall be set up on a trial basis and then adjusted to suit the local requirements and conditions. Once the system is satisfactorily adjusted the contractor shall make fortnightly visits within the establishment period to ensure satisfactory performance of the system and to adjust the watering periods as required. A minimum even coverage of 25mm of water per week is recommended.

NB: A temporary system may be as simple as the contractor hand watering with garden hoses if the desired flow rates can be achieved. If this is the preferred approach the contractor should inform the site superintendent

CESSNOCK CITY COUNCIL

Approved plans for DEFERRED
Development Consent No. 8/2014/416/1

Date of Approval: 05/01/15
General Manager Per



D3A TYPICAL STREET TREE - NO FOOTPATH (PLAN VIEW - SCALE 1:25)

STREET TREES - GENERAL NOTES

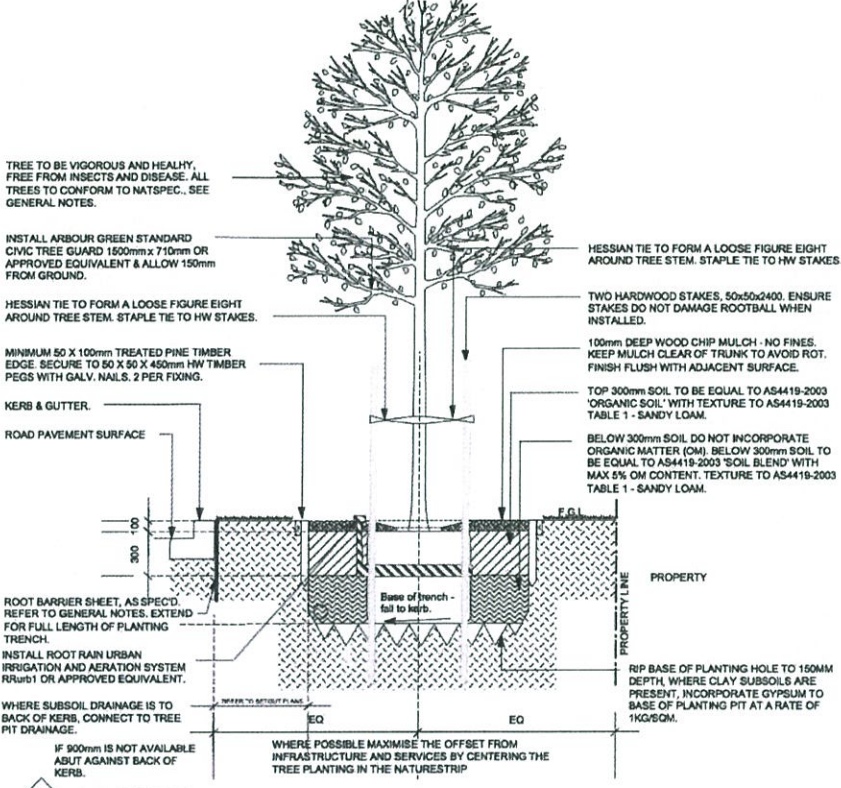
- All trees must conform to "NATSPEC Guide to Specifying Trees - Assessment of Tree Quality". Provide assessment of conformance to "NATSPEC Guide to Specifying Trees - Assessment of Tree Quality" from supplier.
- All stakes and hessian (as to be removed at the end of landscape contractors maintenance period).
- Install root barrier sheet equal to Arborgreen Re-Route 800 linear root barrier. Top of root barrier to sit flush with surrounding soil to be covered by mulch.
- All timber in contact with ground to be Class 1 durability hardwood or equivalent H4 treated pine.
- Where possible, maximise the space available for the tree root zone by coordinating footpath locations to be closer to the property boundary and further from the kerb, or eliminated for minor local roads where pedestrians can walk safely on the road.
- Do not locate trees within 4m of streetlights or where the mature canopy may interfere with lighting performance.
- Do not locate trees within 2.6m of s/w kerb inlet pits.

INSPECTION HOLD POINTS
Contact Council's Project Manager Stuart Neil at the following hold/witness points. Note: Hold points require written approval to proceed. Witness points require verbal approval to proceed and approvals dates and contacts shall be diarised as evidence of approval. Hold points are noted with an asterisk.

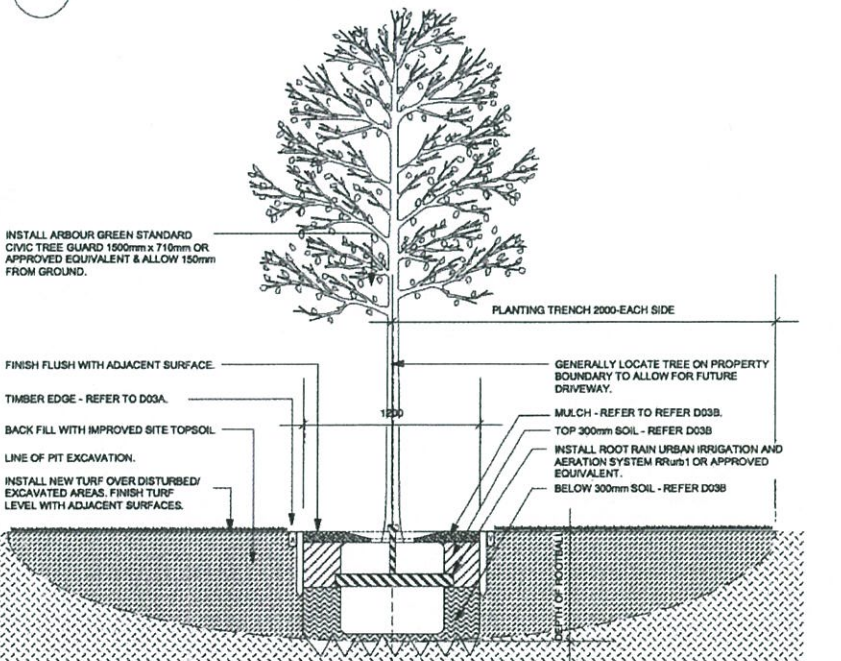
- * Pits excavated, drainage installed and root barrier installed ready for backfilling with soils.
- * Tree supply to the site, prior to planting.
- * Tree planting complete.

SUBMISSIONS
Submit the following certificates to Council's Project Manager Stuart Neil at the following times:

- * Assessment from the supply nursery or horticultural contractor indicating compliance with "NATSPEC Guide to Specifying Trees - Assessment of Tree Quality" requirements, including a checklist of the key points. Supply to Council and seek approval prior to planting.
- * Certificate of compliance from the soil supplier providing laboratory testing to demonstrate compliance with the specification for each type of soil.



A-A SECTION (CROSS SECTION - SCALE 1:25)



B-B SECTION (LONGITUDINAL SECTION - SCALE 1:25)

1 DETAIL - TYPICAL STREET TREE
SCALE: 1:25 @A1



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PLANNERS

ENGINEER

CLIENT

COOPS (NSW) PTY LTD

PROJECT

LANDSCAPE DOCUMENTATION
PROPOSED RESIDENTIAL SUBDIVISION
DEVELOPMENT- LOT 318, ANDERSON
DRIVE, PAXTON

TITLE

LANDSCAPE SKETCH PLAN

STATUS: DEVELOPMENT APPLICATION

DATE:	16/10/14	SCALE:	PROJ No:	0954
DRAWN:	CB	CHECKED:	DM	APPROVED:
ISSUE:	H	SHEET:	6 of 6	REV:

0954.DA.LP01-LP06.REVH.14.10.14

LP06



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN - NOT LIABLE

Enquiries: 1300 657 657



APPLICATION NUMBER: 8766556732

APPLICANT NAME: InfoTrack

RATEABLE PREMISE NO.: 0468127041

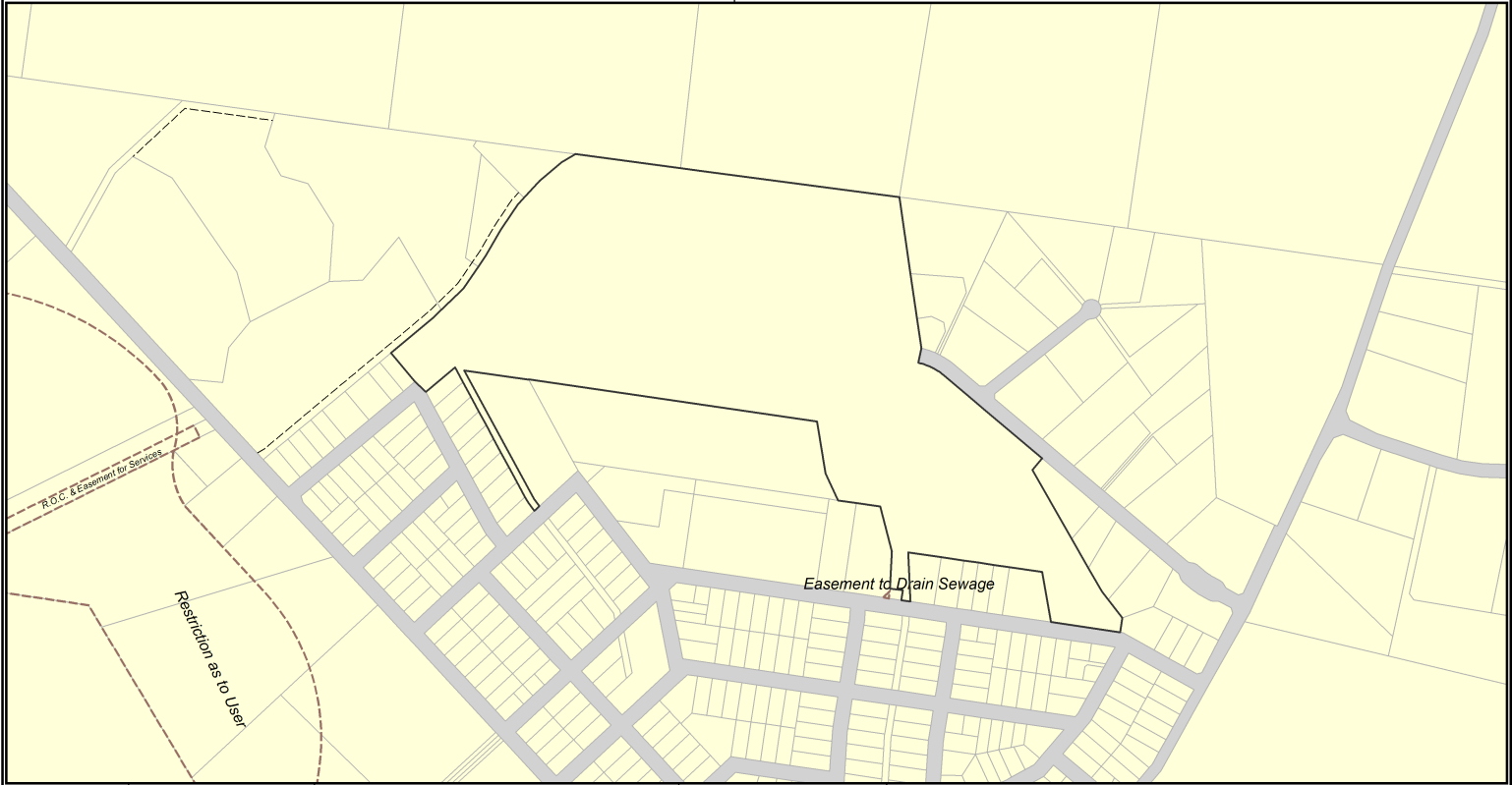
PROPERTY ADDRESS: Lot 318 REDGUM RD PAXTON 2325

LOT/SECTION/DP:SP: 318//DP 1091621

APPLICANT REF: M 15/608

N/A

N/A/



Date: 22/06/2015	CADASTRAL DATA © LPI OF NSW CONTOUR DATA © AAMHatch © Department of Planning	IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657. FOR MORE INFORMATION. A SEWERMAIN AND WATERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.	SEWER POSITION APPROXIMATE ONLY. SUBJECT PROPERTY BOLD. ALL MEASUREMENTS ARE METRIC.	IMPORTANT: IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION. ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.
Scale: at A3 1:5,000	SEWER/WATER/RECYCLED WATER UTILITY DATA © HUNTER WATER CORPORATION			



PLANNING CERTIFICATE

ISSUED UNDER SECTION 149(2) and (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION
2000

InfoTrack
DX 578
Sydney
NSW 2000

Applicants Reference
16/827

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 2897
DATE OF CERTIFICATE: 14/11/2016

PROPERTY DETAILS

ADDRESS: Anderson Avenue PAXTON NSW 2325
TITLE: LOT: 318 DP: 1091621
PARCEL NO.: 506042

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 149 of the *Environmental Planning and Assessment Act, 1979*.

TELEPHONE: (02) 4993 4100. FAX (02) 4993 2500
POSTAL ADDRESS: PO BOX 152, CESSNOCK, 2325 or DX 21502 CESSNOCK
EMAIL ADDRESS: council@cessnock.nsw.gov.au Visit us at: <http://www.cessnock.nsw.gov.au>
ABN 60 919 148 928



PLANNING CERTIFICATE

ISSUED UNDER SECTION 149(2) and (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION
2000

1. Name of relevant planning instruments and DCPs

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

Cessnock Local Environmental Plan 2011 (as amended)

Cessnock Local Environmental Plan 2011 (as amended)

Cessnock Local Environmental Plan 2011 (as amended)

Hunter Regional Plan 2036.

State Environmental Planning Policy No 21 – Caravan Parks

State Environmental Planning Policy No 30 – Intensive Agriculture

State Environmental Planning Policy No 33 – Hazardous and Offensive Development

State Environmental Planning Policy No 36 – Manufactured Homes Estate

State Environmental Planning Policy No 44 – Koala Habitat Protection

State Environmental Planning Policy No 50 – Canal Estate Development

State Environmental Planning Policy No 55 – Remediation of Land

State Environmental Planning Policy No 62 – Sustainable Aquaculture

State Environmental Planning Policy No 64 – Advertising and Signage

State Environmental Planning Policy No 65 – Design Quality of Residential Development

State Environmental Planning Policy No 70 – Affordable Rental Housing (Revised Schemes)

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Integration and Repeals) 2016

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy (Rural Lands) 2008

State Environmental Planning Policy (SEPP 53 Transitional Provisions) 2011

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified



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the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

There are no Draft Local Environmental Plan/s affecting this land.

- (3) The name of each development control plan that applies to the carrying out of development on the land.**

Cessnock Development Control Plan 2010

2. Zoning and land use under relevant LEPs

- (a) The land is identified as being in:**

RU5 Village under the Cessnock Local Environmental Plan 2011

R5 Large Lot Residential under the Cessnock Local Environmental Plan 2011

E2 Environmental Conservation under the Cessnock Local Environmental Plan 2011

- (b) The purpose for which development may be carried out without consent within the zone;**
(c) The purposes for which development may not be carried out within the zone except with development consent; and
(d) The purpose for which development is prohibited within the zone.

RU5 Village

2) Permitted without consent

Home occupations

3) Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business premises; Cemeteries; Child care centres; Community facilities; Crematoria; Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Food and drink premises; Home-based child care; Home businesses; Horticulture; Hotel or motel accommodation; Information and education facilities; Light industries; Mortuaries; Neighbourhood shops; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Schools; Secondary dwellings; Semi-detached dwellings; Seniors housing; Service stations; Sewerage systems; Shops; Vehicle repair stations; Veterinary hospitals.

4) Prohibited

Any development not specified in item 2 or 3

R5 Large lot Residential

2) Permitted without consent



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Home occupations

3) Permitted with consent

Bed and breakfast accommodation; Dwelling houses; Extensive agriculture; Horticulture; Neighbourhood shops; Roads; Sewage reticulation systems; Sewerage systems; Water supply systems; Any other development not specified in item 2 or 4

4) Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Boarding houses; Boat building and repair facilities; Boat launching ramps; Boat sheds; Car parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Freight transport facilities; Function centres; Group homes; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Multi dwelling housing; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural workers' dwellings; Semi-detached dwellings; Seniors housing; Service stations; Sewerage systems; Sex services premises; Shop top housing; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

E2 Environmental Conservation

2) Permitted without consent

Home occupations

3) Permitted with consent

Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Home-based child care; Recreation areas; Roads; Secondary dwellings; Tourist and visitor accommodation

4) Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

No

(f) Whether the land includes or comprises critical habitat:



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The land is not land that includes or comprises critical habitat declared to be critical habitat under Part 3 of the Threatened Species Conservation Act 1995.

(g) Whether the land is a conservation area (however described):

The land is not a conservation area under the Cessnock Local Environmental Plan 2011.

(h) Whether an item of environmental heritage (however described) is situated on the land:

An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is situated on the land.

3. Complying Development

- (1) Complying development may be carried out on the land under each of the following codes for complying development, to the extent stated, because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.**
- (2) Complying development may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated under clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.**

General Housing Code

Complying Development may be carried out under the General Housing Code where it has been certified by either the Council, the NSW Rural Fire Service (until 25 February 2012) or a suitably qualified consultant in bushfire risk assessment as not being within bush fire attack level 40 (BAL-40) or the flame zone (BAL-FZ).

Complying Development under the General Housing Code may only be carried on that part of the lot which is not identified as a heritage item or is not contained within a conservation area, as is described and mapped on the State Heritage Register and/or on the relevant Environmental Planning Instrument. Some exemption that apply under the Heritage Act 1977, may allow minor development to occur under the Codes SEPP.

Rural housing code

Complying Development may be carried out under the Rural Housing Code where it has been certified by either the Council, the NSW Rural Fire Service (until 25 February 2012) or a suitably qualified consultant in bushfire risk assessment as not being within bush fire attack level 40 (BAL-40) or the flame zone (BAL-FZ).

Complying Development under the Rural Housing Code may only be carried on that part of the lot which is not identified as a heritage item or is not contained within a conservation area, as is described and mapped on the State Heritage Register and/or on the relevant Environmental Planning Instrument. Some exemption that apply under the Heritage Act 1977, may allow minor development to occur under the Codes SEPP.

Housing Alterations Code



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Complying Development under the Housing Alterations Code may only be carried on that part of the lot which is not identified as a heritage item or is not contained within a conservation area, as is described and mapped on the State Heritage Register and/or on the relevant Environmental Planning Instrument. Some exemption that apply under the Heritage Act 1977, may allow minor development to occur under the Codes SEPP.

General Development Code

Complying Development under the General Development Code may only be carried on that part of the lot which is not identified as a heritage item or is not contained within a conservation area, as is described and mapped on the State Heritage Register and/or on the relevant Environmental Planning Instrument. Some exemption that apply under the Heritage Act 1977, may allow minor development to occur under the Codes SEPP.

Commercial and Industrial Alterations Code

Complying Development under the Commercial & Industrial Alterations Code may only be carried on that part of the lot which is not identified as a heritage item or is not contained within a conservation area, as is described and mapped on the State Heritage Register and/or on the relevant Environmental Planning Instrument. Some exemption that apply under the Heritage Act 1977, may allow minor development to occur under the Codes SEPP.

Commercial and Industrial (New Buildings and Additions) Code

Complying Development may not be carried out under the Commercial and Industrial (New Buildings and Additions) Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

Subdivisions Code

Subdivision Code may only be carried on that part of the lot which is not identified as a heritage item or is not contained within a conservation area, as is described and mapped on the State Heritage Register and/or on the relevant Environmental Planning Instrument. Some exemption that apply under the Heritage Act 1977, may allow minor development to occur under the Codes SEPP.

Demolition Code

Complying Development under the Demolition Code may only be carried on that part of the lot which is not identified as a heritage item or is not contained within a conservation area, as is described and mapped on the State Heritage Register and/or on the relevant Environmental Planning Instrument. Some exemption that apply under the Heritage Act 1977, may allow minor development to occur under the Codes SEPP.

Fire Safety

Complying Development under the Fire Safety Code may only be carried on that part of the lot which is not identified as a heritage item or is not contained within a conservation area, as is described and mapped on the State Heritage Register and/or on the relevant Environmental Planning Instrument. Some exemption that apply under the Heritage Act 1977, may allow minor development to occur under the Codes SEPP.



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5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

No

6. Road widening and road alignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

7. Council and other public authority hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

That restricts the development of the land because of the likelihood of:

(1) Landslip

No

(2) Bushfire

No

(3) Tidal inundation

No

(4) Subsidence

No

(5) Acid Sulphate Soils

No

(6) Any other risk (other than flooding)



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No

7A. Flood related development controls information

- (1) Whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on the land or part of the land for any other purpose subject to flood related development controls.

No

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 (above) makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the *Environmental Planning & Assessment Act 1979*.

No

9. Contributions plans

The name of each contributions plan/s applying to the land.

Section 94 Contribution Plan for Residential Development

Section 94 Contribution Plan for Tourist Development

9A. Biodiversity certified land

The land is not biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995).

10. Biobanking agreements

The land is not land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates, (but only insofar as the Council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change & Water.

11. Bush fire prone land

All of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.



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12. Property vegetation plans

The land is not land to which a property vegetation plan under the Native Vegetation Act 2003 applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No

14. Directions under Part 3A

There is not a direction by the Minister in force under Section 75P(2)(c1) of the Environmental Planning & Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project of the land under Part 4 of that Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

- (1) The land is not land to which the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

There is no current site compatibility certificate (senior's housing) of which Council is aware, in respect of proposed development on the land.

- (2) There are no terms of a kind referred to in clause 18(2) of that policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

16. Site compatibility certificates for infrastructure

There is not a valid site compatibility certificate (infrastructure) of which Council is aware, in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

- (1) There is not a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land.
- (2) There are no terms of a kind referred to in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information



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- (1) There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.
- (2) There is no subdivision order that applies to the land

Note: words and expressions in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is not a current site verification certificate, of which Council is aware, in respect of the land.

Matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) The land or part of the land is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (b) The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (d) The land is not the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (e) The land is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 (if a copy of such a statement has been provided at any time) to the local authority issuing the certificate.



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InfoTrack
DX 578
Sydney
NSW 2000

Applicants Reference
16/827

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 2897
DATE OF CERTIFICATE: 14/11/2016

PROPERTY DETAILS

ADDRESS: Anderson Avenue PAXTON NSW 2325
TITLE: LOT: 318 DP: 1091621
PARCEL NO.: 506042

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 149 of the *Environmental Planning and Assessment Act, 1979*.

TELEPHONE: (02) 4993 4100. FAX (02) 4993 2500
POSTAL ADDRESS: PO BOX 152, CESSNOCK, 2325 or DX 21502 CESSNOCK
EMAIL ADDRESS: council@cessnock.nsw.gov.au Visit us at: <http://www.cessnock.nsw.gov.au>
ABN 60 919 148 928



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Additional information pursuant to Section 149(5) of the *Environmental Planning & Assessment Act 1979*

(5) A council may, in a planning certificate, include advice on such other relevant matters affecting the land of which it may be aware.

Council's records do not indicate that the land the subject of this Certificate is subject to Noise Exposure.

A Tree Preservation Order adopted by Council on 7th June, 1995 applies to the subject land. The objective of this Tree Preservation Order is the protection of valuable trees against unwarranted destruction by removal or damage.

Council's current mapping for bushfire prone land within the Cessnock Local Government Area, as certified by the Commissioner of NSW Rural Fire Service pursuant to Section 149(2) of the Environmental Planning & Assessment Act 1979, does not include land identified as predominately grasslands. As of 1 May 2011, AS 3959-2009 Construction of buildings in bush-fire prone areas" will include "grasslands" as a new vegetation classification in Table 2.4.2 AS 3959-2009 applies to land within bushfire prone areas and specifies construction standards applicable to buildings within those areas. Advice should be sought as to whether the land is likely to be affected by AS 3959-2009.

For further information, please contact Council's Strategic Land Use Planning unit, of the Planning & Environment directorate on 02 4993 4183.

A handwritten signature in black ink, appearing to read "Gareth Curtis".

Gareth Curtis
Director Planning & Environment



Enquiry ID	2650911
Agent ID	81429403
Issue Date	29 Mar 2017
Correspondence ID	1650690132
Your reference	15/608

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by the Office of State Revenue.

Land ID	Land address	Taxable land value
D1091621/318	ANDERSON AVE PAXTON 2325	EXEMPT

There is **no land tax** charged on the land up to and including the 2017 tax year.

Yours sincerely,

Stephen R Brady
Chief Commissioner of State Revenue

OSR Contact Details



For more information and services on land tax
www.osr.nsw.gov.au/taxes/land



1300 139 816*



Phone enquiries
8:30 am - 5:00pm, Mon. - Fri.

* Interstate clients please call (02) 9689 6200.
Help in community languages is available.

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax owing on a property.

The clearance certificate protects a purchaser from any outstanding land tax liability by a previous owner. It does not provide any protection to the owner of the land.

Why is the certificate clear from land tax?

The certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the tax has been paid
- the Chief Commissioner is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due and the liability had not been detected when the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable or that there is no land tax adjustment to be made on settlement, if the contract for sale allows for it.

Why is the certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

To remove a charge from a clearance certificate the outstanding tax must be paid. To do this the owner should follow the steps shown on the certificate or contact OSR if no instructions are shown.

You should allow 10 working days to process a request.

How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate update service at www.osr.nsw.gov.au/taxes/land/clearance or reprocess the certificate through your Client Service Provider (CSP).

Please ensure you have allowed sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and threshold

The taxable land value shown on the clearance certificate is the value that is used by OSR when assessing land tax.

Details on land tax threshold and rates, as well as the land tax calculator and examples are available at www.osr.nsw.gov.au/taxes/land

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
 18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.