

Deed

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

[29 May 2026]

A handwritten signature in black ink, appearing to be 'M. Stevens', with a horizontal line underneath.

Date: 31 August 2026

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Table of Contents

REGULATORY COMPLIANCE TABLES.....	7
Table 1 – Provisions of Act.....	7
Table 2 – Provisions of Regulation	9
PARTIES.....	10
BACKGROUND.....	10
OPERATIVE PROVISIONS.....	10
PART 1 - PRELIMINARY	10
1 Definitions & Interpretation.....	10
Definitions.....	10
Interpretation	19
2 Status of this Deed	20
3 Commencement	21
4 Application of this Deed	21
5 Warranties.....	21
6 Further agreements	21
7 Surrender of right of appeal, etc.	21
8 Application of s7.11, s7.12 & Subdivision 4, Division 7.1 of the Act	22
Section 7.11 of the Act.....	22
Section 7.12 of the Act.....	22
Subdivision 4 of Division 7.1 of the Act	22
PART 2 – DEVELOPMENT CONTRIBUTIONS	22
9 Provision of Development Contributions.....	22
Development Contributions.....	22
Effect of modification of Applicable Development Consent.....	22
Contribution Values	23
Application of Development Contributions.....	23
Flexibility in application of Development Contributions	23
10 Payment of monetary Development Contributions.....	23
11 Dedication of land.....	23
When dedication of land made	23
Developer to facilitate dedication.....	24
Dedicated Land to be free of encumbrances.....	24
Request by Developer	24
Site Audit Report & Site Audit Statement.....	24

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Indemnity	24
Responsibility for Cost of Land Dedication	25
Contribution by Council towards Cost of Dedication Land	25
Caveat by Council.....	25
12 Application of Developer Works Provisions	25
Application of Developer Works Provisions	25
13 Cost of Developer Works	25
Responsibility for Cost of Developer Works	25
Contribution by Council towards Cost of Developer Works	26
14 Development Contribution Credit	26
Application of clause	26
Application of Development Contribution Credit.....	26
PART 3 – DISPUTE RESOLUTION	26
15 Dispute Resolution – mediation	26
Application of clause	26
When Dispute arises	26
Meeting between Parties	27
Meditation of Dispute	27
Exercise of legal rights	27
Costs	27
16 Dispute resolution – expert determination	27
Application of clause	27
When Dispute arises	27
Meeting between Parties	27
Expert determination	28
Expert determination binding	28
Costs of Parties	28
Costs of Expert	28
PART 4 - ENFORCEMENT	28
17 General Security.....	28
Application of this clause	28
Composition of General Security.....	28
Provision of General Security	28
Apportionment of General Security	28
Purpose of General Security.....	29
Indexation of General Security.....	29

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Call-up of General Security	29
Release & return of General Security	29
Replacement General Security	30
Restriction on entering Council land	30
18 Acquisition of Dedication Land	30
Compulsory acquisition of Dedication Land	30
Pre-acquisition agreement	30
Re-imbursement of Council for third party compensation	31
Indemnity	31
19 Breach of obligations	31
Notice of breach	31
Notice of breach pre-requisite to exercise of rights	31
Step-in right relating to Developer Works	32
Recovery of costs by Council as debt due	32
Exercise of Council's rights at law or in equity	32
20 Enforcement in a court of competent jurisdiction	32
PART 5 – REGISTRATION & RESTRICTION ON DEALINGS	33
21 Registration of this Deed	33
Application of clause	33
Documents for registration	33
Removing notation from title	33
22 Restriction on dealings	33
Restriction	33
Continued performance of obligations by Developer	34
Exclusion from restriction	34
PART 6 – INDEMNITIES & INSURANCE	34
23 Risk	34
24 Release	34
25 Indemnity	34
26 Insurance	35
Requirement for Developer insurances	35
Failure to comply with requirement	35
PART 7 – OTHER PROVISIONS	35
27 Annual report by Developer	35
Requirement for Developer to provide report	35
Form and content of report	35

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Strict requirement	36
28 Review of Deed	36
Obligation to review Deed	36
Review triggers	36
Duty of Parties	36
Where change of law occurs	36
No Dispute	37
29 Confidentiality	37
Confidentiality Obligations	37
Breach of confidentiality	37
Exceptions to confidentiality obligation	37
Survival of confidentiality obligations	37
30 Ownership of Intellectual Property	38
Certain rights not affected by Deed	38
Ownership of Intellectual Property relating to Developer Works	38
Licence by Developer	38
31 Technical Data	38
32 Moral rights	38
33 Force Majeure	39
Notification	39
Suspension of obligations	39
34 Notices	39
35 Approvals and Consent	40
36 Costs of this Deed	40
Costs of Deed	40
Enforcement costs	40
No dispute	40
37 Entire Deed	40
38 Further Acts	41
39 Governing Law and Jurisdiction	41
40 Joint and Individual Liability and Benefits	41
41 No Fetter	41
42 Illegality	41
43 Severability	42
44 Amendment	42
45 Waiver	42

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

46 GST	42
47 Explanatory Note	44
SCHEDULE 1: VPA PARTICULARS.....	45
SCHEDULE 2: DEVELOPMENT CONTRIBUTIONS TABLE	48
SCHEDULE 3: DEDICATION LAND PLAN.....	50
SCHEDULE 4: DEVELOPER WORKS LOCATION PLAN	51
SCHEDULE 5: DEVELOPER WORKS PLANS AND DRAWINGS	52
SCHEDULE 6: DEVELOPER WORKS PROVISIONS	53
Deed not Construction Contract	53
Developer Works before execution of Deed	53
Approved persons	53
Developer to procure compliance.....	53
Requirement for Construction Contract	53
General obligations relating to Developer Works.....	53
Warranties relating to Developer Works	54
Ownership & care of Developer Works.....	54
Work health & safety	54
Accidents & dangerous occurrences	56
Design of Developer Works.....	56
Variations to approved Developer Works & Costs.....	57
Developer's obligations before construction commencement	57
Protection of people, property & utilities	57
Damage to assets & property.....	57
Entry onto Land	58
Audit, inspection, testing of Developer Works	58
Access to information & records	59
Practical Completion of Developer Works.....	59
Maintenance of Developer Works.....	60
Rectification of Defects.....	60
Copyright in Works-As-Executed Plan	60
Transfer of Ownership of Developer Works	60
Transfer of land on which Developer Works Constructed.....	60
Easements, covenants, etc.	61
Removal of structures & Equipment.....	61
EXECUTION	62
APPENDIX: EXPLANATORY NOTE	64

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Regulatory Compliance Tables

Table 1 – Provisions of Act

Act Provision	Requirement	Compliance
S.7.4(1)	'Planning Authority'	Council
	'Developer'	Developer
	Person associated with Developer	N/A
	Development Application / Modification Application	See definitions of ' <i>Development Application</i> ' and ' <i>Modification Application</i> ' in clause 1.1 and Item Error! Reference source not found. and Error! Reference source not found. of the VPA Particulars
	Development Contributions	See Part 2 and Development Contributions Table
S.7.4(1), (2)	Public Purpose	See Column 2 of the Development Contributions Table
S.7.4(3)(a)	Land	See Definition of ' <i>Land</i> ' in clause 1.1 and Item Error! Reference source not found. of the VPA Particulars
S.7.4(3)(b)(i)	Instrument Change	See definition of ' <i>Instrument Change</i> ' in clause 1.1 and Item Error! Reference source not found. of the VPA Particulars
S.7.4(3)(b)(ii)	Development	See definition of ' <i>Development</i> ' in clause 1.1 and Item Error! Reference source not found. of the VPA Particulars
S.7.4(3)(c)	Details of Developer's Provision	See Development Contributions Table
S.7.4(3)(d)	Whether s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act Apply to the Development	See clauses 8.1, 8.3 and 8.3 and Item 7.a, 7.c and 7.d of the VPA Particulars

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

S.7.4(3)(e)	Whether benefits under Deed are or are not to be taken into consideration in determining a Development Contribution under s7.11	See clause 8.2 and Item 7.b of the VPA Particulars
S.7.4(3)(f)	Mechanism for the Resolution of Disputes	See Part 3
S.7.4(3)(g)	Enforcement of the Agreement by a Suitable Means in the Event of Breach by the Developer	See Part 4 and Items 15–18 of the VPA Particulars
S.7.4 (10)	Conformity of Agreement with Act, Environmental Planning Instruments, & Development Consents Applying to the Land	Yes
S.7.5	Public Notice & Public Inspection of Draft Agreement	Yes
S.7.6	Registration	See Part 5
S.6.15(1)(d)	If the Development involves the subdivision of land, does this Agreement impose requirements that are required to be complied with before a subdivision certificate is issued?	Yes. See Schedule 2.

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Table 2 – Provisions of Regulation

Regulation Provision	Requirement	Compliance
Environmental Planning and Assessment Regulation 2021		
S.203(1)	Form & Subject-Matter	Yes
S.203(7)	Secretary's Practice Note	Yes
S.204	Public Notice & Public Inspection of Draft Agreement	Yes
S.205	Explanatory Note	See Appendix
Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021		
Ss.21, 34	If the Development involves building work or subdivision work, does the Agreement specify requirements that are required to be complied with before a construction certificate or subdivision works certificate for the work is issued?	Yes. See clauses 17.2 and 17.3

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Parties

Council **City of Newcastle** ABN 25 242 068 129 of 12 Stewart Avenue,
Newcastle West, NSW 2300

Developer **Stevens Nominees (Sydney) Pty Ltd** ACN 064 130 954 of Suite
6, 257-259 Central Coast Highway Erina NSW 2250

Background

- A The Developer owns the Land.
- B The Developer benefits from the Applicable Development Consent and has lodged the Modification Application in respect of the Development.
- C The Parties are entering into this Deed in connection with the Modification Application to facilitate the provision of material public benefits by the Developer in connection with the carrying out of the Development, being the dedication of land and the carrying out of public domain upgrade works.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

Definitions

- 1.1 In this Deed, the words and phrases appearing in Column 1 of the following table have the meaning set out in Column 2 of that table corresponding to those words or phrases except in so far as the context or subject-matter otherwise indicates or requires:

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Table

Column 1	Column 2
Word or phrase	Meaning
Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Applicable Contributions Plan	means the contributions plan (within the meaning of the Act) specified in Item 6 of the VPA Particulars as amended or substituted from time to time.
Applicable Development Consent	means the development consent specified or described in Item Error! Reference source not found. of the VPA Particulars or granted in respect of the Development.
Approval	includes approval, consent, licence, permission or the like.
Approved Person	means a person reasonably approved by the Council to undertake design, construction, supervision, inspection, testing or certification of the Developer Works because of the suitability of their qualifications, skills and experience in the Council's reasonable opinion.
Authority	means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the <i>Local Government Act 1993</i> (NSW), or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.
Background Intellectual Property	means Intellectual Property that: (a) relates to the Developer Works,

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- (b) exists at the date of this Deed or is later created but not as a result of performing this Deed,
- (c) does not belong to a third party.

Bank Guarantee

means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand and includes an adequate description of the development to which it relates and the work or action being secured issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank Limited,
 - (iv) National Australia Bank Limited,
 - (v) St George Bank Limited,
 - (vi) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Bond

means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency.

Claim

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

Clearance Certificate

means a clearance certificate issued by the Commissioner for Taxation under paragraph 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

CLM Act

means the *Contaminated Land Management Act 1997* (NSW).

Confidential Information

means all trade secrets, financial information and other commercially or scientifically

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential,
- (b) has been designated as confidential by the giver of the information acting reasonably,
- (c) is capable of protection at common law or equity as confidential information, or
- (d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above,

but does not include information that:

- (e) is in the public domain, or was known to the recipient of the information at the time of disclosure other than through breach of this Agreement,
- (f) is independently known or developed by the recipient of the information, or
- (g) is required by Law to be disclosed.

Construction Certificate

has the same meaning as in the Act.

Construction Contract

means a contract or arrangement entered into between the Developer as principal and another person under which the other person undertakes to provide Work required by this Deed, or to supply related goods and services, for the Developer.

Contamination

has the same meaning as in the CLM Act.

Contractor

means the contractor under the Construction Contract.

Contribution Value

in relation to an Item specified in the Development Contributions Table means the \$ amount specified in Column 4 of that Table corresponding to the Item.

Cost

means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

**Council Developer Works
Contribution Amount**

means the \$ amount or amounts specified in Item 10 of the VPA Particulars in relation to all or specified Developer Works.

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Council Dedication Land Contribution Amount	means the \$ amount specified in Item 8 of the VPA Particulars in relation to all or specified Dedication Land.
CPI	means the ' <i>Consumer Price Index – Sydney All Groups</i> ' published by the Australian Bureau of Statistics.
Dedication Land	means land that is required to be dedicated to the Council free of cost under this Deed.
Dedication Land Plan	means the plan contained in Schedule 3 showing the location of the Dedication Land.
Deed	means this Deed and includes any schedules, annexures and appendices to this Deed.
Defect	means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.
Defects Liability Period	means, in relation to the whole or any specified part of the Developer Works, the period specified in Item 13 of the VPA Particulars commencing on the day immediately after Practical Completion Certificate is issued by the Council.
Defects Liability Security	means the \$ amount of Security specified in Item 16 of the VPA Particulars indexed in accordance with the Indexation Method.
Developer Works	means Works that the Developer is required to provide under this Deed.
Developer Works Agreed Cost	means the \$ amount specified in Item 9 of the Particulars.
Developer Works Location Plan	means the plan contained in Schedule 4 showing the location of the Developer Works.
Developer Works Plans & Drawings	means the detailed plans and drawings for the Developer Works approved by the Council referred to in Schedule 5.
Developer Works Provisions	means the provisions contained in Schedule 6.

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Development	means the development specified or described in Item Error! Reference source not found. of the VPA Particulars.
Development Application	means the development application within the meaning of the Act specified or described in Item Error! Reference source not found. of the VPA Particulars.
Development Contribution	means the dedication of land free of cost, a monetary contribution, the provision of any other material public benefit including but not limited to the provision of Works, or any combination of them.
Development Contribution Credit	means the \$ amount specified in Item 11 of the VPA Particulars
Development Contributions Table	means the table contained in Schedule 2.
Dispute	means a dispute or difference between the Parties under or in relation to this Deed.
Dispute	means a dispute or difference between the Parties under or in relation to this Deed.
ELNO	has the meaning given to that term in the Participation Rules.
Equipment	means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.
Final Lot	means a lot created in the Development for separate residential occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land: (a) that is to be dedicated or otherwise transferred to the Council, or (b) on which is situated a dwelling-house that was in existence on the date of this Deed
Force Majeure Event	means an earthquake, cyclone, fire, riot or serious civil commotion, sabotage, act of a

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

	public enemy, act of God (excluding storms), war, revolution, radioactive contamination or flood, the effects of which cannot be prevented by taking those steps a prudent and competent person would take.
Foreign Resident Capital Gains Withholding Amount	mean the amount a purchaser is required to pay to the Commissioner for Taxation under paragraph 14-200 of the <i>Taxation Administration Act 1953 (Cth)</i> .
General Security	means a Bank Guarantee or a bond or other form of security on terms reasonably satisfactory to the Council in the amount specified in Item 15.a of the VPA Particulars indexed in accordance with the method of indexation specified in 15.b of the VPA Particulars.
GST	has the same meaning as in the GST Law.
GST Law	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> and any other Act or regulation relating to the imposition or administration of the GST.
Instrument Change	means the change to the environmental planning instrument specified or described in Item Error! Reference source not found. of the VPA Particulars.
Insurances	means the insurances specified in Item 19 of the VPA Particulars and such other insurances required by law in relation to the Developer Works.
Intellectual Property	means all copyright (including moral rights), patents, trademarks, designs, confidential information, circuit layouts, data and any other rights from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
Item	means a numbered item appearing in the VPA Particulars or the Development Contributions Table.
Just Terms Act	means the <i>Land Acquisition (Just Terms Compensation) Act 1991 (NSW)</i> .

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Land	means the land specified or described in Item Error! Reference source not found. of the VPA Particulars.
Maintain	in relation to Developer Works, means keep in a good state of repair and working order, and includes repair of any damage to the Works.
Maintenance Period	in relation to Developer Works means the period specified in Item 14 of the VPA Particulars commencing on the date the Council issues a Transfer of Ownership Notice.
Maintenance Security	means the \$ amount of Security specified in 17 of the VPA Particulars indexed in accordance with the Indexation Method.
Modification Application	means the application to modify the Applicable Development Consent specified or described in Item Error! Reference source not found. of the VPA Particulars.
N/A	means Not Applicable
Occupation Certificate	has the same meaning as in the Act.
Other Land	means land owned or occupied by a person other than the Developer or the Council to which entry and access is needed by the Developer to perform this Deed.
Participation Rules	means the participation rules as determined by the <i>Electronic Conveyancing National Law</i> as set out in the <i>Electronic Conveyancing (Adoption of National Law) Act 2012</i> (NSW).
Party	means a party to this Deed.
PEXA	means Property Exchange Australia Ltd.
Practical Completion	in relation to the Developer Works or a specified part of the Developer Works occurs when the Council has issued a Practical Completion Certificate for the Developer Works or the part.
Practical Completion Certificate	means a certificate issued by the Council to the Developer to the effect that, in the reasonable opinion of the Council, the Developer Works or a specified part of the

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

	Developer Works are substantially complete and any incomplete part or Defect is of a minor nature.
Practical Completion Date	means: (a) the date specified in Item 12 of the VPA Particulars in relation to all of the Developer Works, or (b) the dates specified in Item 12 of the VPA Particulars in relation to the Developer Works in a particular Stage or particular Developer Works.
Principal Contractor	means the Person defined in as the Principal Contractor under the <i>Work Health and Safety Act 2011</i> (NSW) or <i>Work Health and Safety Regulation 2011</i> (NSW) or an equivalent under Commonwealth work health and safety laws.
Rectification Notice	means a notice in writing: (a) identifying the nature and extent of a Defect or incomplete Work, and (b) specifying the works or actions that are required to Rectify the Defect or incomplete Work, and (c) specifying the date by which or the period within which the Defect or incomplete Work is to be rectified, which date or period must not be unreasonable having regard to the nature of the Defect or incomplete Work.
Rectify	means rectify, remedy or correct.
Regulation	means the <i>Environmental Planning and Assessment Regulation 2021</i> (NSW).
Review Period	means the period specified in Item 22 of the VPA Particulars.
Section 7.11 Contribution	means a monetary contribution payable to the Council under s7.11 of the Act pursuant to the Applicable Development Consent.
Site Audit Report	has the same meaning as in the CLM Act.
Site Audit Statement	has the same meaning as in the CLM Act.

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Stage	means a stage of the Development approved by the Applicable Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.
Subdivision Certificate	has the same meaning as in the Act.
Subdivision Works Certificate	has the same meaning as in the Act.
Technical Data	means all technical know-how and information in material form, including manuals, designs, standards, specifications, reports, models, plans, drawings, calculations, software, source code and test results.
Third Party Intellectual Property	means Intellectual Property relating to the Developer Works that is owned by a person other than the Council or the Developer.
Transfer of Ownership Notice	means a notice issued by the Council to the Developer stating that Developer Works the subject of a Practical Completion Certificate vest in the Council on a specified date being not sooner than 14 days after the notice is issued.
VPA Particulars	means the information contained in Schedule 1.
WHS	means work health and safety.
WHS Law	means the <i>Work Health and Safety Act 2011</i> (NSW) and <i>Work Health and Safety Regulation 2011</i> (NSW).
Work	means the physical result of carrying out work in, on, over or under land.
Works-As-Executed Plan	means detailed plans and specifications of Developer Works carried out by the Developer.

Interpretation

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday or a public holiday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value inclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.

3 Commencement

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

4 Application of this Deed

- 4.1 This Deed applies to the Land and to the Development.
- 4.2 The Developer acknowledges and agrees that the Applicable Development Consent may be subject to a condition requiring this VPA to be complied with in connection with the carrying out of the Development and the Developer is not to object to, or seek a review of, or appeal against the imposition of such a condition.

5 Warranties

- 5.1 The Parties warrant to each other that they:
 - 5.1.1 have full capacity to enter into this Deed, and
 - 5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

- 6.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

7 Surrender of right of appeal, etc.

- 7.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

8 Application of s7.11, s7.12 & Subdivision 4, Division 7.1 of the Act

Section 7.11 of the Act

- 8.1 Item 7.a of the VPA Particulars states whether this Deed excludes (wholly or in part) the application of section 7.11 of the Act to the Development.
- 8.2 If Item 7.a of the VPA Particulars states that this Deed does not wholly exclude the application of section 7.11 of the Act to the Development, Item 7.b of the VPA Particulars states whether the benefits provided by the Developer under this Deed are to be taken into consideration when determining a Development Contribution under section 7.11 relating to the Development.

Section 7.12 of the Act

- 8.3 Item 7.c of the VPA Particulars states whether this Deed excludes (wholly or in part) the application of section 7.12 of the Act to the Development.

Subdivision 4 of Division 7.1 of the Act

- 8.4 Item 7.d of the VPA Particulars states whether this Deed excludes (wholly or in part) the application of Subdivision 4 of Division 7.1 of the Act to the Development.

Part 2 – Development Contributions

9 Provision of Development Contributions

Development Contributions

- 9.1 The Developer is to make Development Contributions to the Council in accordance with the Development Contributions Table and any other provision of this Deed requiring the Developer to make Development Contributions.

Effect of modification of Applicable Development Consent

- 9.2 If:
- 9.2.1 Part A of the Development Contributions Table specifies that monetary Development Contributions are payable in respect of the Development per dwelling or per Final Lot or for a specified number of dwellings or Final Lots, and
- 9.2.2 after this Deed is entered into the Applicable Development Consent is modified under the Act to allow for additional dwellings or Final Lots (or both),

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

the Developer is to pay monetary Development Contributions to the Council for the additional dwellings or Final Lots (or both) not later than 14 days after the Applicable Development Consent has been modified or such later time as may be agreed in writing between the Parties.

Contribution Values

- 9.3 The Parties acknowledge and agree that a Contribution Value:
- 9.3.1 constitutes the agreed value of the public benefit of a Development Contribution required to be made under this Deed irrespective of the cost to the Developer of making the Development Contribution, and
 - 9.3.2 does not serve to define the monetary extent of the Developer's obligation to make the Development Contribution to which the Contribution Value relates.

Application of Development Contributions

- 9.4 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

Flexibility in application of Development Contributions

- 9.5 Despite clause 9.4, the Council may apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

10 Payment of monetary Development Contributions

- 10.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

11 Dedication of land

When dedication of land made

- 11.1 A Development Contribution comprising Dedication Land is dedicated for the purposes of this Deed when:
- 11.1.1 the Council is given:
 - (a) a Clearance Certificate that is valid at the time of dedication of the Dedication Land, or

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- (b) the Foreign Resident Capital Gains Withholding Amount in respect of the Dedication Land, and

11.1.2 one of the following has occurred:

- (a) a deposited plan is registered in the register of plans held with the Registrar-General that dedicates the Dedication Land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW), or
- (b) the Council is given evidence that a transfer of the Dedication Land to the Council has been effected by means of electronic lodgement and registration through PEXA or another ELNO.

Developer to facilitate dedication

- 11.2 The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

Dedicated Land to be free of encumbrances

- 11.3 The Developer is to ensure that Dedication Land is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.

Request by Developer

- 11.4 If, having used all reasonable endeavours, the Developer cannot ensure that Dedication Land is free from all encumbrances and affectations, the Developer may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.

Site Audit Report & Site Audit Statement

- 11.5 Before dedicating the Dedication Land to the Council, the Developer, at its cost, is to obtain and provide to the Council a Site Audit Report and Site Audit Statement stating that the Dedication Land is suitable for the purpose for which the Dedication Land is required to be dedicated under this Deed without being subject to compliance with an environmental management plan.

Indemnity

- 11.6 The Developer indemnifies and agrees to keep indemnified the Council against all Claims made against the Council as a result of any Contamination on or emanating from the Dedication Land but only in relation to Contamination that existed on or before the date that the Dedication Land is transferred or dedicated to Council or compulsorily acquired by Council pursuant to this Deed.

Responsibility for Cost of Land Dedication

- 11.7 The Developer is responsible for meeting all Costs of and incidental to the dedication of the Dedication Land to the Council unless one of both of the following applies:
- 11.7.1 Item 8 of the VPA Particulars specifies a Council Dedication Land Contribution Amount towards the Cost of all or specified Dedication Land, or
- 11.7.2 this Deed otherwise expressly provides for a Dedication Land Cost to be met that is not required to be met by the Developer.

Contribution by Council towards Cost of Dedication Land

- 11.8 If Item 8 of the VPA Particulars specifies a Council Dedication Land Contribution Amount, the Council is to pay that amount to the Developer within 14 days after the relevant land having been dedicated to the Council or otherwise in accordance with a written agreement entered into between the Council and the Developer.

Caveat by Council

- 11.9 The Developer acknowledges that the Council has an equitable estate or interest in the Dedication Land entitling the Council, pursuant to section 74F of the *Real Property Act 1900* (NSW), to lodge with the Registrar-General a caveat prohibiting the recording of any dealing affecting the Council's estate or interest in that land.

12 Application of Developer Works Provisions

Application of Developer Works Provisions

- 12.1 The Developer Works Provisions apply to and in respect of Developer Works required by this Deed.

13 Cost of Developer Works

Responsibility for Cost of Developer Works

- 13.1 The Developer is responsible for meeting all Costs of and incidental to the Developer Works required to be provided under this Deed unless one of both of the following applies:
- 13.1.1 Item 10 of the VPA Particulars specifies a Council Developer Works Contribution Amount towards the Cost of all or specified Developer Works, or
- 13.1.2 this Deed otherwise expressly provides for a Developer Works Cost that is not required to be met by the Developer.

Contribution by Council towards Cost of Developer Works

- 13.2 If Item 10 of the VPA Particulars specifies a Council Developer Works Contribution Amount, the Council is to pay that amount to the Developer in relation to the Developer Works within 14 days after both of the following have occurred:
- 13.2.1 all of the Developer Works have vested in the Council, and
 - 13.2.2 all land on which the Developer Works have been carried out that is not owned, occupied or otherwise controlled by the Council and is required by this Deed to be transferred to the Council has been transferred to the Council,
- or otherwise in accordance with a written agreement entered into between the Council and the Developer.

14 Development Contribution Credit

Application of clause

- 14.1 This clause 14 applies if a Development Contribution Credit is specified in Item 11 of the VPA Particulars.

Application of Development Contribution Credit

- 14.2 Pursuant to s7.11(5)(b) of the Act, in consideration of the Developer carrying out the Developer Works and otherwise performing all of its obligations under this Deed, the Section 7.11 Contribution payable by the Developer is to be reduced by the Development Contribution Credit.

Part 3 – Dispute Resolution

15 Dispute Resolution – mediation

Application of clause

- 15.1 This clause 15 applies to any Dispute arising in connection with this Deed other than a dispute to which clause 16 applies.

When Dispute arises

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

Meeting between Parties

- 15.3 If a notice is given under clause 15.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Meditation of Dispute

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

Exercise of legal rights

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

Costs

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

16 Dispute resolution – expert determination

Application of clause

- 16.1 This clause 16 applies to a Dispute arising in connection with this Deed if:
- 16.1.1 the Parties agree that the Dispute can be appropriately determined by Expert Determination, or
 - 16.1.2 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion at the joint request of the Parties that the Dispute can be determined by a member of that body.

When Dispute arises

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

Meeting between Parties

- 16.3 If a notice is given under clause 16.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Expert determination

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

Expert determination binding

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

Costs of Parties

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

Costs of Expert

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

Part 4 - Enforcement

17 General Security

Application of this clause

- 17.1 This clause 17 applies if Item 15.a of the VPA Particulars specified an amount of General Security.

Composition of General Security

- 17.2 For the avoidance of doubt, the General Security includes the Defects Liability Security and the Maintenance Security.

Provision of General Security

- 17.3 The Developer is to provide the General Security to the Council:
- 17.3.1 before the Developer obtains a Construction Certificate for any part of the Development or before the Developer commences any part of the Developer Works, whichever occurs first, or
 - 17.3.2 at such other time agreed in writing by the Council.

Apportionment of General Security

- 17.4 If agreed in writing by the Council, the General Security may be apportioned to different Stages or different Developer Works, in which case the Developer

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

is to provide the portion of the General Security relating to a particular Stage or particular Developer Works to the Council before the Developer obtains a Construction Certificate for the particular Stage or the Developer commences the particular Developer Works.

Purpose of General Security

- 17.5 The Council is to hold the General Security as security for the Developer performing its obligations under this Deed relating to the Developer Works and other material public benefits (other than the payment of monetary Development Contributions and the dedication of Dedication Land).

Indexation of General Security

- 17.6 The Developer is to ensure that the amount of the General Security provided to the Council at any time is indexed in accordance with Item 15.b of the Particulars.

Call-up of General Security

- 17.7 Subject to clause 19.2, if the Developer breaches any its obligations under this Deed relating to the purpose for which the General Security is required to be provided, the Council may, without further notice to the Developer and notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, call-up the General Security, the Defects Liability Security or the Maintenance Security, as appropriate, and apply it to remedy the Developer's breach and the Council's costs specified in clause 19.5 of so doing.

Release & return of General Security

- 17.8 Subject to clause 17.10, the Council is to release and return the General Security or any unused part of it to the Developer within 14 days of issuing a Practical Completion Certificate for the Developer Works unless the Parties have entered into a written agreement providing for the progressive release of the General Security at times or upon the occurrence of events specified in the agreement.
- 17.9 Despite clause 17.8 but subject to clause 17.10, if the Developer has provided the Council with a portion of the General Security relating to a particular Stage or particular Developer Works, the Council is to release and return the portion or any unused part of it to the Developer within 14 days of issuing a Practical Completion Certificate for all of the Developer Works in the particular Stage or the particular Developer Works.
- 17.10 The amount of the General Security released and returned by the Council under clause 17.8 or 17.9 must not exceed the amount of the General Security minus the percentages of that amount allocated to the Defects Liability Security and the Maintenance Security.
- 17.11 The Council is to release and return the Defects Liability Security, or any remaining part, to the Developer within 28 days after the end of the Defects

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Liability Period if, at that time, the Developer is not in breach of an obligation under this Deed to which the Defects Liability Security relates.

- 17.12 The Council is to release and return the Maintenance Security, or any remaining part, to the Developer within 28 days after the end of the Maintenance Period if, at that time, the Developer is not in breach of an obligation under this Deed to which the Maintenance Security relates.

Replacement General Security

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

Restriction on entering Council land

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

18 Acquisition of Dedication Land

Compulsory acquisition of Dedication Land

- 18.1 Subject to clause 19.2, if the Developer does not dedicate the Dedication Land at the time at which it is required to be dedicated, the Developer consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 18.2 The Council is to only acquire land pursuant to clause 18.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the land required to be dedicated under this Deed.

Pre-acquisition agreement

- 18.3 Clause 18.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Re-imbursement of Council for third party compensation

- 18.4 If, as a result of the acquisition referred to in clause 18.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on the General Security.

Indemnity

- 18.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Dedication Land except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 18.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 18, including without limitation:
- 18.6.1 signing any documents or forms,
 - 18.6.2 giving land owner's consent for lodgement of any Development Application,
 - 18.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900* (NSW), and
 - 18.6.4 paying the Council's costs arising under this clause 18.

19 Breach of obligations

Notice of breach

- 19.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 19.1.1 specifying the nature and extent of the breach,
 - 19.1.2 requiring the Developer to:
 - (a) Rectify the breach if it reasonably considers it is capable of rectification, or
 - (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
 - 19.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

Notice of breach pre-requisite to exercise of rights

- 19.2 The Council may not exercise its rights under clause 17.7 or 18.1 unless it has first given the Developer a notice under clause 19.1 and the Developer has failed to comply with the Notice.

Step-in right relating to Developer Works

- 19.3 If the Developer fails to comply with a notice given under clause 19.1 relating to the provision of Developer Works, the Council may, notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.

Recovery of costs by Council as debt due

- 19.4 Despite any other provision of this Deed, any costs incurred by the Council in remedying a breach of this Deed may be recovered by the Council as a debt due in a court of competent jurisdiction.
- 19.5 For the purpose of clause 19.4, the Council's costs of remedying a breach the subject of a notice given under clause 19.1 include, but are not limited to:
- 19.5.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 19.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 19.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

Exercise of Council's rights at law or in equity

- 19.6 Nothing in this clause 19 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

20 Enforcement in a court of competent jurisdiction

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

Part 5 – Registration & Restriction on Dealings

21 Registration of this Deed

Application of clause

- 21.1 This clause 21 applies if Item 18 of the VPA Particulars states that this Deed is to be registered for the purposes of s7.6(1) of the Act.

Documents for registration

- 21.2 Upon the commencement of this Deed, the Developer is to deliver to the Council:
- 21.2.1 an instrument in registrable form requesting registration of this Deed on the title to the Land duly executed by the registered proprietor of the Land, and
 - 21.2.2 the written irrevocable consent of the registered proprietor and each person referred to in s7.6(1) of the Act to that registration.
- 21.3 The Developer is to do such other things as are reasonably necessary to enable lodgement and registration of this Deed to occur electronically through PEXA or another ELNO.

Removing notation from title

- 21.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
- 21.4.1 in so far as the part of the Land concerned is a Final Lot,
 - 21.4.2 in relation to any other part of the Land:
 - (a) once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council,
 - (b) if agreed by Council in its absolute discretion in writing that the Developer has provided an alternative form of security to Council's satisfaction, or
 - (c) if this Deed is terminated or otherwise comes to an end for any other reason.

22 Restriction on dealings

Restriction

- 22.1 The Developer is not to:
- 22.1.1 sell or transfer the Land, other than a Final Lot, or
 - 22.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

to any person unless:

- 22.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 22.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
- 22.1.5 the Developer is not in breach of this Deed, and
- 22.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

Continued performance of obligations by Developer

- 22.2 Subject to clause 22.3, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 22.1.

Exclusion from restriction

- 22.3 Clause 22.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

Part 6 – Indemnities & Insurance

23 Risk

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

24 Release

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

25 Indemnity

- 25.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this

Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

26 Insurance

Requirement for Developer insurances

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

Failure to comply with requirement

- 26.2 If the Developer fails to comply with clause 26.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 26.2.1 by calling upon the General Security provided by the Developer to the Council under this Deed, or
- 26.2.2 recovery as a debt due in a court of competent jurisdiction.
- 26.3 The Developer is not to commence to provide any Developer Works unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 26.1.

Part 7 – Other Provisions

27 Annual report by Developer

Requirement for Developer to provide report

- 27.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed commences a report ('**Annual Performance Report**') detailing the performance of its obligations under this Deed in the previous 12 month period ('**Reporting Period**').

Form and content of report

- 27.2 The Annual Performance Report is to be in such a form and to address such matters as is reasonably required by the Council from time to time but must at a minimum detail the following:
- 27.2.1 all Approved Persons during the Reporting Period and any changes to Approved Persons during that period,

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- 27.2.2 all Development Contributions made by the Developer pursuant to this Deed during the Reporting Period and the dates on which the contributions were made,
- 27.2.3 all Development Contributions due to be made by the Developer pursuant to this Deed in the next 12 month period,
- 27.2.4 all Developers Works that had been commenced prior to the Reporting Period or were commenced during the Reporting Period but were not completed in that period,
- 27.2.5 all Developers Works due to be commenced or completed within the next 12 month period,
- 27.2.6 all Securities provided by the Developer to the Council under this Deed and held by the Council during the Reporting Period and the current value of each such Security.

Strict requirement

- 27.3 The Developer acknowledges and agrees that the provision of the Annual Performance Report each year in accordance with this clause 27 is a strict requirement of this Deed.

28 Review of Deed

Obligation to review Deed

- 28.1 The Parties agree to review this Deed by the end of each Review Period, and otherwise if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.

Review triggers

- 28.2 For the purposes of clause 28.1 the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.

Duty of Parties

- 28.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 28.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.

Where change of law occurs

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

No Dispute

- 28.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 28.1 (but not 28.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

29 Confidentiality

Confidentiality Obligations

- 29.1 Each party must keep confidential and must not publicly announce or disclose Confidential Information.
- 29.2 In particular, any party receiving Confidential Information must:
- 29.2.1 treat the information as it would its own confidential material,
 - 29.2.2 promptly notify the Council if it becomes aware that the law might require the information to be disclosed,
 - 29.2.3 ensure that only authorised persons have access to the information and that it is stored safely and securely.

Breach of confidentiality

- 29.3 The Parties must immediately notify each other if they become aware of a breach of Confidential Information relating to the subject-matter of this Deed.

Exceptions to confidentiality obligation

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

Survival of confidentiality obligations

- 29.5 The confidentiality obligations contained in this Deed survive this Deed unless otherwise agreed in writing between the Parties.

30 Ownership of Intellectual Property

Certain rights not affected by Deed

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

Ownership of Intellectual Property relating to Developer Works

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

Licence by Developer

- 30.3 The Developer grants to the Council a royalty-free, irrevocable, worldwide, perpetual, non-exclusive licence for all Background Intellectual Property it owns, including the right to sub-licence it for the purpose of:
- 30.3.1 using, maintaining and disposing of the Developer Works or support systems,
 - 30.3.2 modifying and developing the Developer Works and support systems, linked works or associated infrastructure,
 - 30.3.3 completing the Developer Works on termination of this Deed,
 - 30.3.4 rectifying Defects relating to the Developer Works.
- 30.4 The Developer is to use its best endeavours to ensure that the Council is granted a licence on the same terms from each subcontractor engaged in relation to the Developer Works.
- 30.5 The Developer is to use its best endeavours to ensure that the Council is granted a licence to use all Third Party Intellectual Property on the best commercial terms reasonably available.

31 Technical Data

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

32 Moral rights

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

33 Force Majeure

Notification

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

Suspension of obligations

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

34 Notices

- 34.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 34.1.1 delivered or posted to that Party at its address set out in Item 20 or 21 of the VPA Particulars, or
 - 34.1.2 emailed to that Party at its email address set out in Item 20 or 21 of the VPA Particulars.
- 34.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 34.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 34.3.1 delivered, when it is left at the relevant address,
 - 34.3.2 sent by post, 2 business days after it is posted, or
 - 34.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 34.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

35 Approvals and Consent

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

36 Costs of this Deed

Costs of Deed

- 36.1 The Developer is to pay to the Council all of the Council's costs in relation to preparing, negotiating, publicly notifying and exhibiting, executing, amending, registering, and stamping this Deed, and any document related to this Deed, capped at \$5,000 (exclusive of GST) within 7 days of a written demand by the Council for such payment.

Enforcement costs

- 36.2 The Council may serve a notice in writing on the Developer ('**Enforcement Cost Notice**') requiring the Developer to pay all or any reasonable costs and expenses incurred by the Council in connection with:
 - 36.2.1 investigating a non-compliance by the Developer with this Deed, and
 - 36.2.2 enforcing compliance by the Developer with this Deed.
- 36.3 For the avoidance of doubt, the costs and expenses referred to in clause 36.2 may include the costs or expenses incurred by the Council relating to the preparation or serving of the Enforcement Cost Notice.
- 36.4 An Enforcement Cost Notice is to specify the amount required to be paid to the Council by the Developer and the date by which the amount is to be paid.
- 36.5 The Council may recover any unpaid costs and expenses specified in an Enforcement Cost Notice as a debt in a court of competent jurisdiction.

No dispute

- 36.6 Part 3 of this Deed does not apply anything done by the Council and any requirement imposed on the Developer by the Council in accordance with this clause 36.

37 Entire Deed

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

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- 37.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

38 Further Acts

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

39 Governing Law and Jurisdiction

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

40 Joint and Individual Liability and Benefits

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

41 No Fetter

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

42 Illegality

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

43 Severability

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

44 Amendment

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

45 Waiver

- 45.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 45.2 A waiver by a Party is only effective if it:
 - 45.2.1 is in writing,
 - 45.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 45.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 45.2.4 is signed and dated by the Party giving the waiver.
- 45.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 45.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 45.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

46 GST

- 46.1 In this clause:
Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 46.2 Subject to clause 46.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 46.3 Clause 46.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 46.4 No additional amount shall be payable by the Council under clause 46.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 46.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 46.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 46.5.2 that any amounts payable by the Parties in accordance with clause 46.2 (as limited by clause 46.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 46.6 No payment of any amount pursuant to this clause 46, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 46.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 46.8 This clause continues to apply after expiration or termination of this Deed.

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

47 Explanatory Note

- 47.1 The Appendix contains the Explanatory Note relating to this Deed required by section 205 of the Regulation.
- 47.2 Pursuant to section 205 of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Schedule 1: VPA Particulars

Clause 1.1)

Item	Details
1. Land	Lot 2 in DP 1250295 Lot 3 in DP 1250295 Lot 4 in DP 1250295 Lot 5 in DP 1250295
2. Development	Development the subject of the Applicable Development Consent involving: • alterations, renovations, refurbishments and additions to the four buildings to create a single, integrated hotel with ground floor bars and cafes and hotel accommodation on 3 floors above, • associated new storage and administration area; and • landscaping and upgraded pedestrian access between Wheeler Place and Burwood Street.
3. Instrument Change	N/A
4. Application: a. Development Application b. Modification Application	Development Application DA2024/00343 lodged with the Council. MA2025/00385 being the application to modify the Applicable Development Consent.
5. Applicable Development Consent	The development consent granted to the Development Application on 12 August 2025 (being DA2024/00343), as modified from time to time.
6. Applicable Contributions Plan	Newcastle City Council Section 7.12 Development Contributions Plan
7. Application of the following provisions of the Act to the Development:	

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

a. Section 7.11	Does not exclude
b. Consideration of benefits	Not applicable
c. Section 7.12	Does not exclude
d. Subdivision 4 of Division 7.1	Does not exclude
8. Council Land Dedication Contribution Amount	N/A
9. Developer Works Agreed Cost	N/A
10. Council Developer Works Contribution Amount	N/A
11. Development Contribution Credit	N/A
12. Practical Completion Date	Prior to the issuing of the first Occupation Certificate for the Development
13. Defects Liability Period	12 months commencing from the day immediately after Practical Completion Notice is issued
14. Maintenance Period	12 months commencing from the day immediately after Practical Completion Notice is issued
15. General Security:	
a. General Security	\$650,000.00
b. Indexation of General Security	To be indexed annual in accordance with upwards movements of the CPI
16. Defects Liability Security	\$50,000
17. Maintenance Security	\$50,000
18. Registration of this Deed	Yes in relation to Lots 2, 3 and 5 in DP1250295
19. Insurances:	
a. Contract Works Insurance	For the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works.

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

b. Public Liability a. Professional Indemnity Insurance b. Workers Compensation Insurance c. Other insurance	For at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party. \$5,000,000 for a single occurrence As required by law. As required by law.
20. Council Contact for Notices	Postal Address: PO Box 489 Newcastle 2300 Email: planning@ncc.nsw.gov.au Telephone: 02 4974 2000 Representative: Chief Executive Officer
21. Developer Contact for Notices	Postal Address: Suite 6, 257-259 Central Coast Highway Erina NSW 2250 Email: mackenzie@stevensgroup.com.au Telephone: 0400 381 297 Representative: Mackenzie Stevens
22. Review Period	Each period of 2 years commencing on the commencement of this Deed.

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Schedule 2: Development Contributions Table

COLUMN 1 Item No / Details	COLUMN 2 Public Purpose	COLUMN 3 Timing	COLUMN 4 Contribution Value \$
A. Monetary Contributions			
A1. \$39,522.00	Provision of transport and social infrastructure	Prior to the issue of the first Construction Certificate for the Development.	N/A
B. Dedication Land			
B1. Dedication to Council free of cost to the Council land for the purposes of open space, being land identified as proposed lot 1 in the Dedication Land Plan having an area of 68sqm	Open space	Prior to the issue of the first Occupation Certificate for the Development and following the completion of the Works.	\$50,000
C. Developer Works			
C1. Works, including: Public domain upgrade works comprising. - feature planting bed with signage; - circular raised area with advanced focal tree, groundcover under tree, surrounded by seating and	Open space	Prior to issue of the first Occupation Certificate for the Development.	\$402,474

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

enhanced with integrated lighting to create a sculptural centrepiece; • paving at civic plaza level; • removal of existing columns; • vertical battens with provision of gate; • new feature planting bed beside pedestrian path; • planter along the ramp with seating towards the tree; • ramp with gradual slop to tree circle; • ramp with gradual slope to plaza entry level with concrete wall in seating height; and • steps from drop off to entry with hand rail and tactile, generally in accordance with the Concept Landscape Plans prepared by Terras Landscape Architects (Revision G dated 22 May 2025) attached at Schedule 3.			
D. Other material public benefits			
D1. Nil			

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

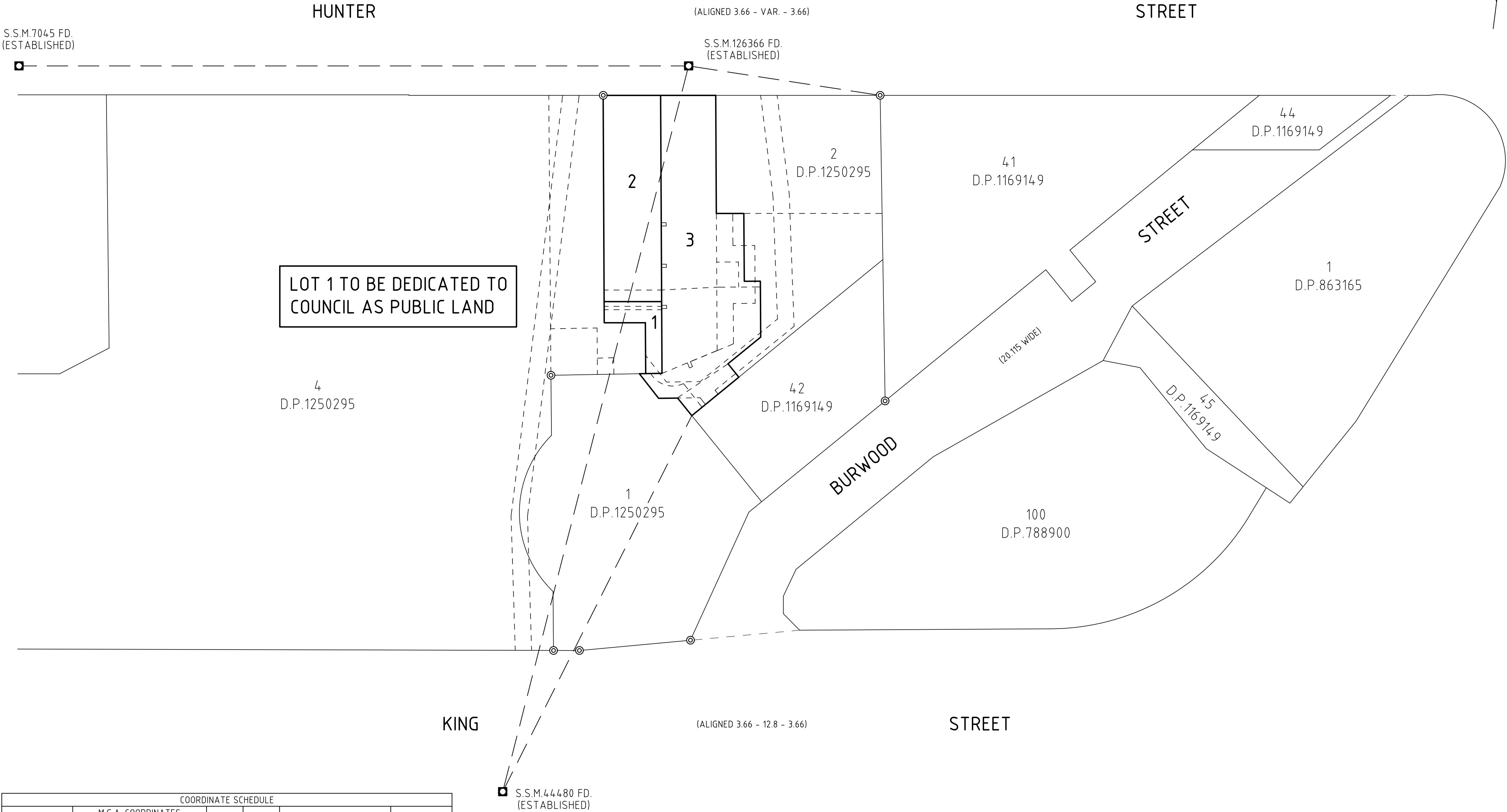
City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Schedule 3: Dedication Land Plan

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE NSW LAND REGISTRY SERVICES, SYDNEY.



COORDINATE SCHEDULE						
MARK	M.G.A. COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 7045						
SSM 44480						
SSM 126366						
DATE OF SCIMS COORDINATES:			MGA ZONE:		MGA DATUM:	
COMBINED SCALE FACTOR:						

Surveyor: CLAYTON MANNING LLOYD COLBERT de Witt Consulting	PLAN OF SUBDIVISION OF LOTS 3 & 5 D.P.1250295 AND EASEMENTS OVER LOTS 2, 3 & 5 D.P.1250295	LGA: NEWCASTLE Locality: NEWCASTLE	Registered	
Date:				
Surveyor's Ref: 10831				
Lengths are in metres. Reduction Ratio 1:500				

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE NSW LAND REGISTRY SERVICES, SYDNEY.

GROUND FLOOR



4
D.P.1250295

41
D.P.1169149

LOT 1 TO BE DEDICATED TO COUNCIL AS PUBLIC LAND

42
D.P.1169149

- (AB) EASEMENT FOR EXISTING FIRE SERVICES (D.P.1250295) (TO REMAIN)
- (AC) RIGHT OF ACCESS VARIABLE WIDTH (D.P.1250295) (TO REMAIN)
- (AE) EASEMENT FOR DRAINAGE OF WATER 3 WIDE (D.P.1250295) (TO REMAIN)
- (AD) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(D.P.1250295) (TO BE RELEASED)
- (B) EASEMENT FOR SUPPORT 0.6 WIDE (D.P.1010675) (TO REMAIN)
- (C) EASEMENT FOR OVERHANG VARIABLE WIDTH (D.P.1010675) (TO BE RELEASED)
- (D) RIGHT OF ACCESS 3 WIDE AND VARIABLE (D.P.1010675) (TO REMAIN)
- (E) EASEMENT FOR ELECTRICITY PURPOSES 4 & 9.7 WIDE (D.P.1010675) (TO REMAIN)
- (F) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (PROPOSED)
- (G) EASEMENT FOR OVERHANG 1.5 WIDE (PROPOSED)
- (J) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (PROPOSED)
- (R) RESTRICTION ON THE USE OF LAND (D.P.1010675) (TO BE RELEASED)

Surveyor: CLAYTON MANNING LLOYD COLBERT
de Witt Consulting
Date:
Surveyor's Ref: 10831

PLAN OF SUBDIVISION OF LOTS 3 & 5 D.P.1250295 AND EASEMENTS OVER LOTS 2, 3 & 5 D.P.1250295

LGA: NEWCASTLE
Locality: NEWCASTLE

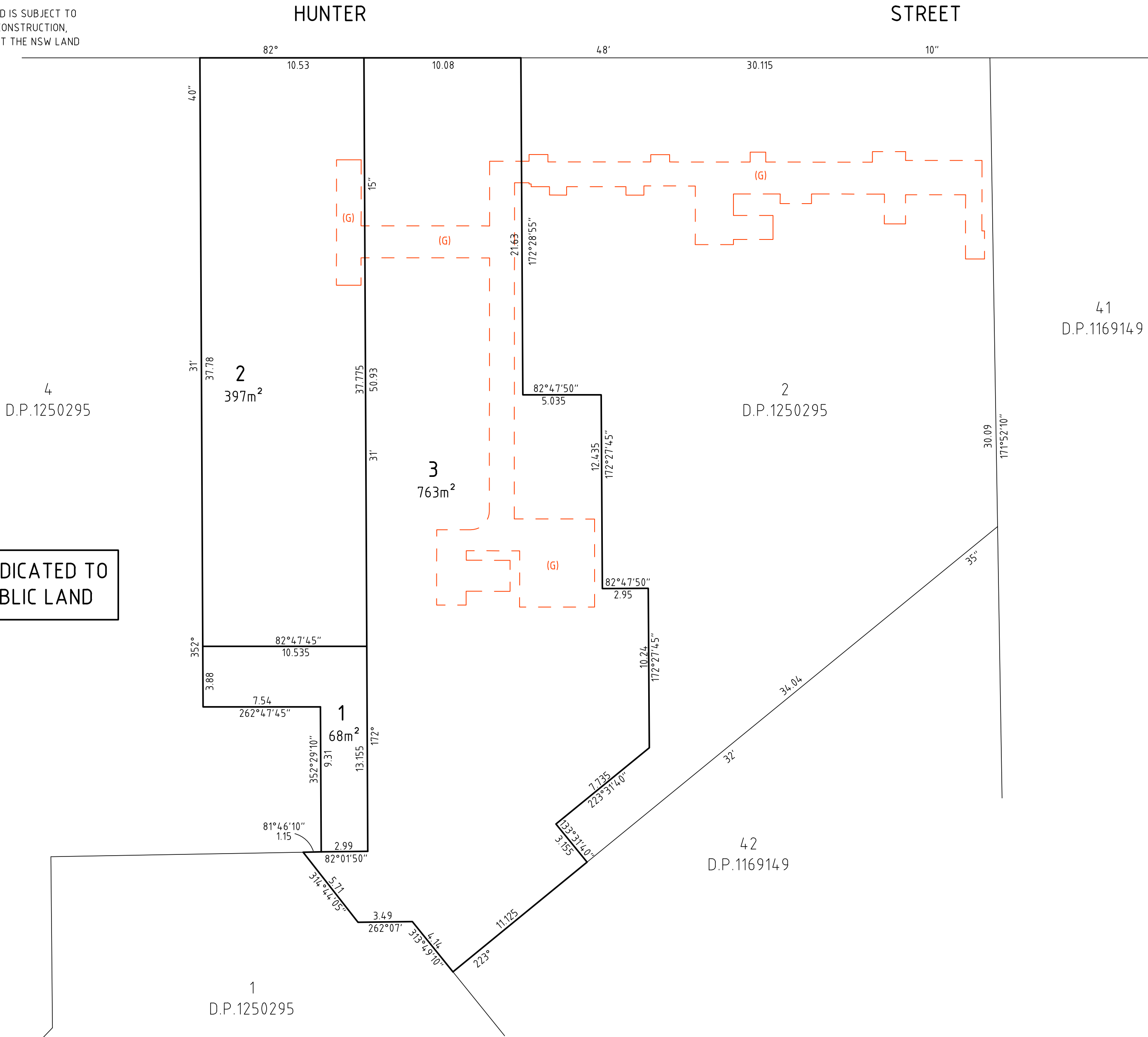
Registered

Lengths are in metres. Reduction Ratio 1:200

PRELIMINARY ONLY

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LEVEL 1



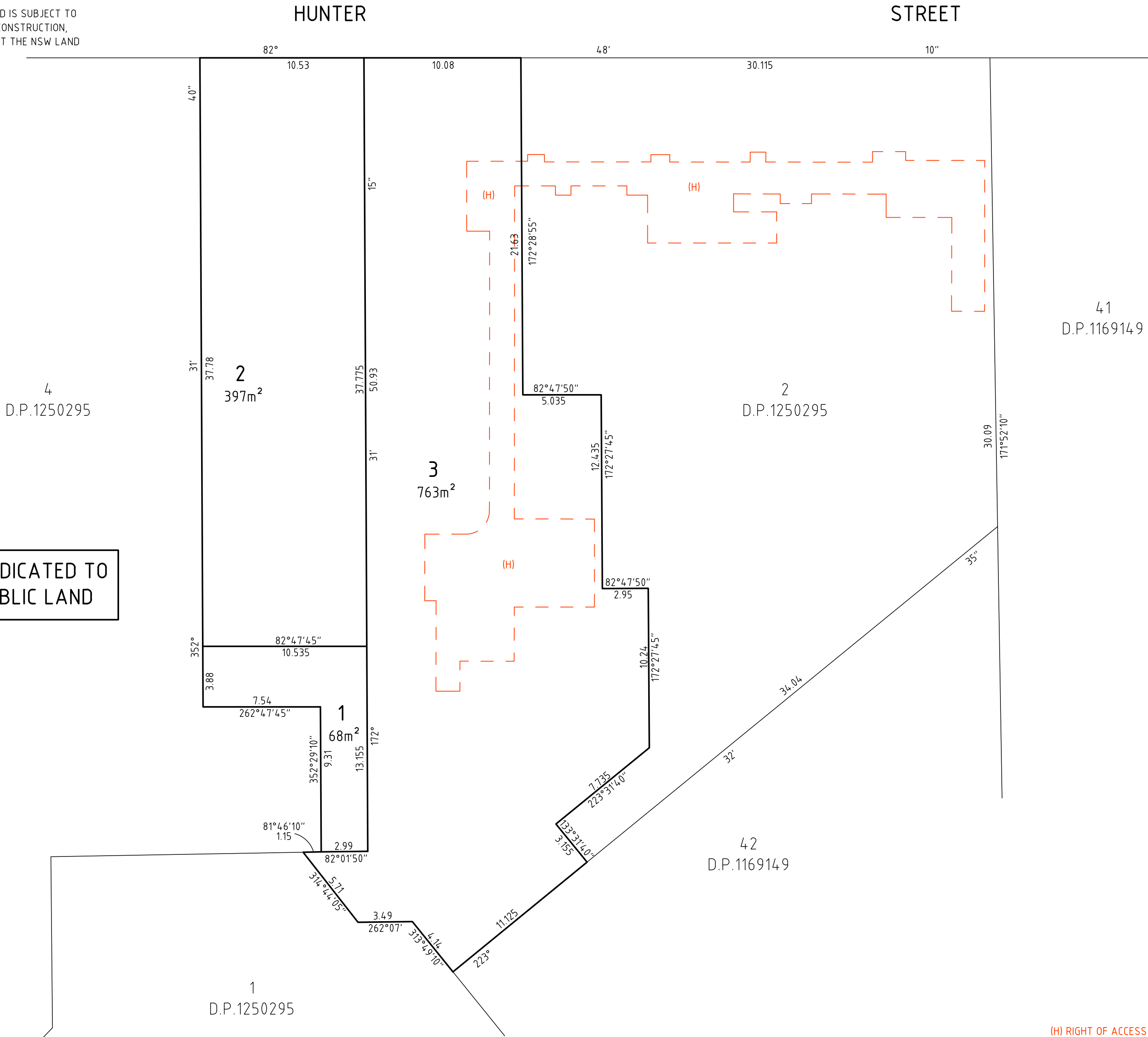
(G) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (PROPOSED)

Surveyor: CLAYTON MANNING LLOYD COLBERT de Witt Consulting	PLAN OF SUBDIVISION OF LOTS 3 & 5 D.P.1250295 AND EASEMENTS OVER LOTS 2, 3 & 5 D.P.1250295	LGA: NEWCASTLE Locality: NEWCASTLE	Registered	
Date:				
Surveyor's Ref: 10831				
		Lengths are in metres. Reduction Ratio 1:200		

PRELIMINARY ONLY

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LEVEL 2



LOT 1 TO BE DEDICATED TO COUNCIL AS PUBLIC LAND

(H) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (PROPOSED)

Surveyor: CLAYTON MANNING LLOYD COLBERT
de Witt Consulting
Date:
Surveyor's Ref: 10831

PLAN OF SUBDIVISION OF LOTS 3 & 5 D.P.1250295 AND
EASEMENTS OVER LOTS 2, 3 & 5 D.P.1250295

LGA: NEWCASTLE
Locality: NEWCASTLE

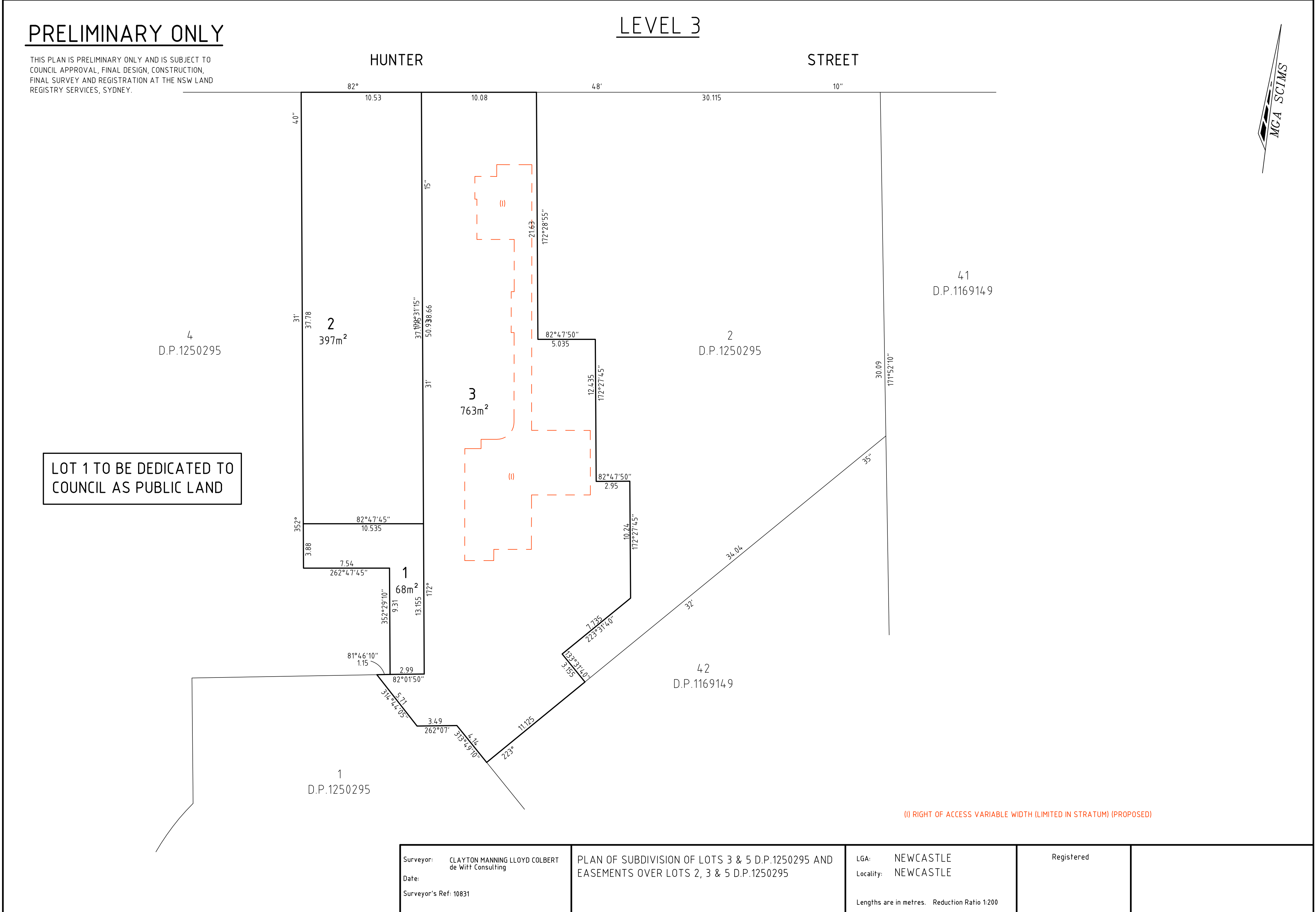
Registered

Lengths are in metres. Reduction Ratio 1:200

PRELIMINARY ONLY

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LEVEL 3



(I) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (PROPOSED)

Surveyor: CLAYTON MANNING LLOYD COLBERT de Witt Consulting	PLAN OF SUBDIVISION OF LOTS 3 & 5 D.P.1250295 AND EASEMENTS OVER LOTS 2, 3 & 5 D.P.1250295	LGA: NEWCASTLE Locality: NEWCASTLE	Registered	
Date:	Surveyor's Ref: 10831	Lengths are in metres. Reduction Ratio 1:200		

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Schedule 4: Developer Works Location Plan

STREET



397m²

(A) EASEMENT FOR EXISTING FIRE SERVICES (ID.P. 250.295) (TO REMAIN)
(B) RIGHT OF ACCESS VARIABLE WIDTH (ID.P. 120.295) (TO REMAIN)
(C) EASEMENT FOR DRAINAGE OF WATER 3' WIDE (ID.P. 120.295) (TO REMAIN)
(D) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (TO REMAIN)
(E) EASEMENT FOR SUPPORT 6.6' WIDE (ID.P. 100.675) (TO REMAIN)
(F) EASEMENT FOR OVERHANG VARIABLE WIDTH (LIMITED IN STRUTUM) (PROPOSED)
(G) RIGHT OF ACCESS 3' WIDE AND VARIABLE (ID.P. 100.675) (TO REMAIN)
(H) EASEMENT FOR ELECTRICITY PURPOSES 4 & 9' 1" WIDE (ID.P. 100.675) (TO REMAIN)
(I) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (PROPOSED)
(J) EASEMENT FOR OVERHANG 5'5" WIDE (PROPOSED)
(K) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (PROPOSED)
(L) RESTRICTION ON THE USE OF LAND (ID.P. 100.675) (TO BE REFINISHED)

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Schedule 5: Developer Works Plans and Drawings



landscape development application

STEVENS GROUP
Clarendon Hotel
347 Hunter Street, Newcastle, NSW
Awabakal



Design consideration

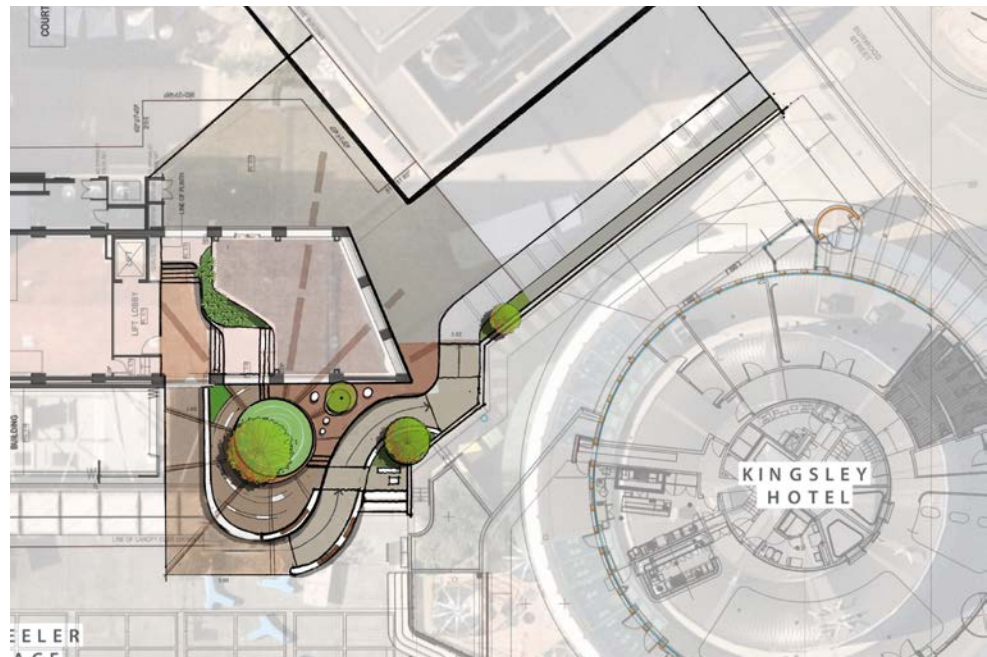
- Ramp with a gradual slope.
- Steps and ramp to create a space overlooking the civic plaza.
- A tree within a circle, surrounded by seating and enhanced with integrated lighting to create a sculptural centerpiece.
- Attractive , directional and focal.



Design inspiration

- Architectural motif and material of the heritage building
- The building represents the town’s development and the possibilities available to tradesmen in a growing country.
- the industrial heritage represented through the patterns and paving

Preferred design option



Preliminary sketch

H	27/10/25	PROPOSED LOTS SHOWN
G	07/10/25	REV TO PLANS
F	22/05/25	REV
E	19/05/25	REV
D	15/05/25	DA
C	13/09/23	CONCEPT
B	23/08/23	SKETCH REV OPTIONS
A	31/07/23	SKETCH OPTIONS
REV	DATE	COMMENTS

PROJECT:
Clarendon Hotel

DRAWING:
Landscape concept

SITE:
347 Hunter St Newcastle

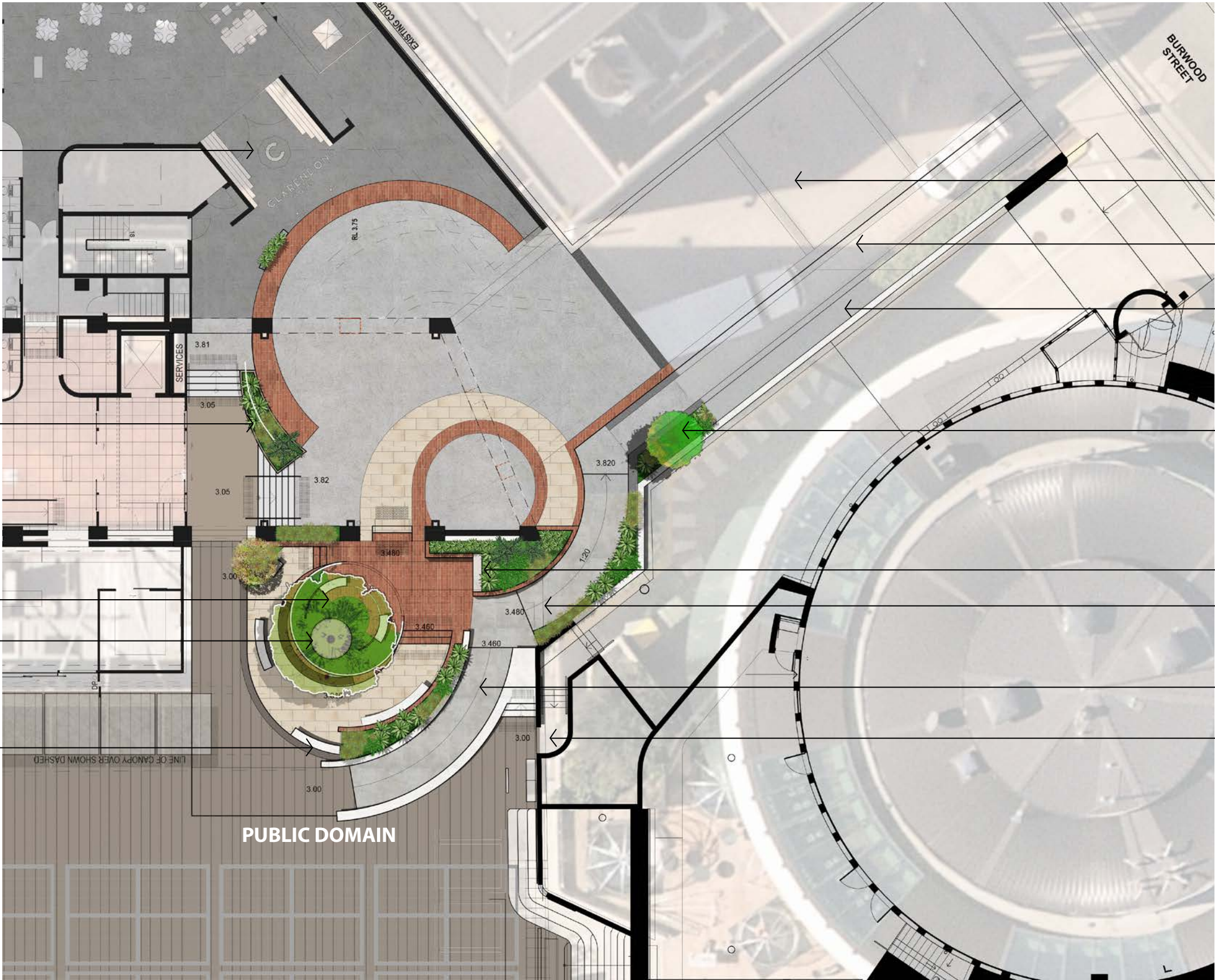
CLIENT:
Stevens Group

DRAWN: MA/KH DATE: 22/05/25 SCALE: 1:200@A3
JOB NUMBER: 12883.5 PHASE: DA DWG No: L01 REV: G

development application

concept layout : site plan

L02



new entrance feature:
vertical battens
with provision of gate

feature planting bed
with signage

circular raised area
with focal tree

Advanced tree within
circle, surrounded
by seating and
enhanced with
integrated lighting
to create a sculptural
centerpiece.

sculptural seating
around the tree

existing vehicular entry.
property of lot 42
D.P. 1169149.
Outside project
boundary

existing pedestrian
path outside project
boundary.

existing planting bed
beside pedestrian
path

renewed planting bed.

planter along the
ramp with seating
towards the tree

ramp with gradual
slope to tree circle

ramp with gradual
slope to plaza entry
level

existing access to
kingsley basement
services.

H	27/10/25	PROPOSED LOTS SHOWN
G	07/10/25	REV TO PLANS
F	22/05/25	REV
E	19/05/25	REV
D	15/05/25	DA
C	13/09/23	CONCEPT
B	23/08/23	SKETCH REV OPTIONS
A	31/07/23	SKETCH OPTIONS
REV	DATE	COMMENTS

PROJECT:
Clarendon Hotel

DRAWING:
Landscape concept

SITE:
347 Hunter St Newcastle

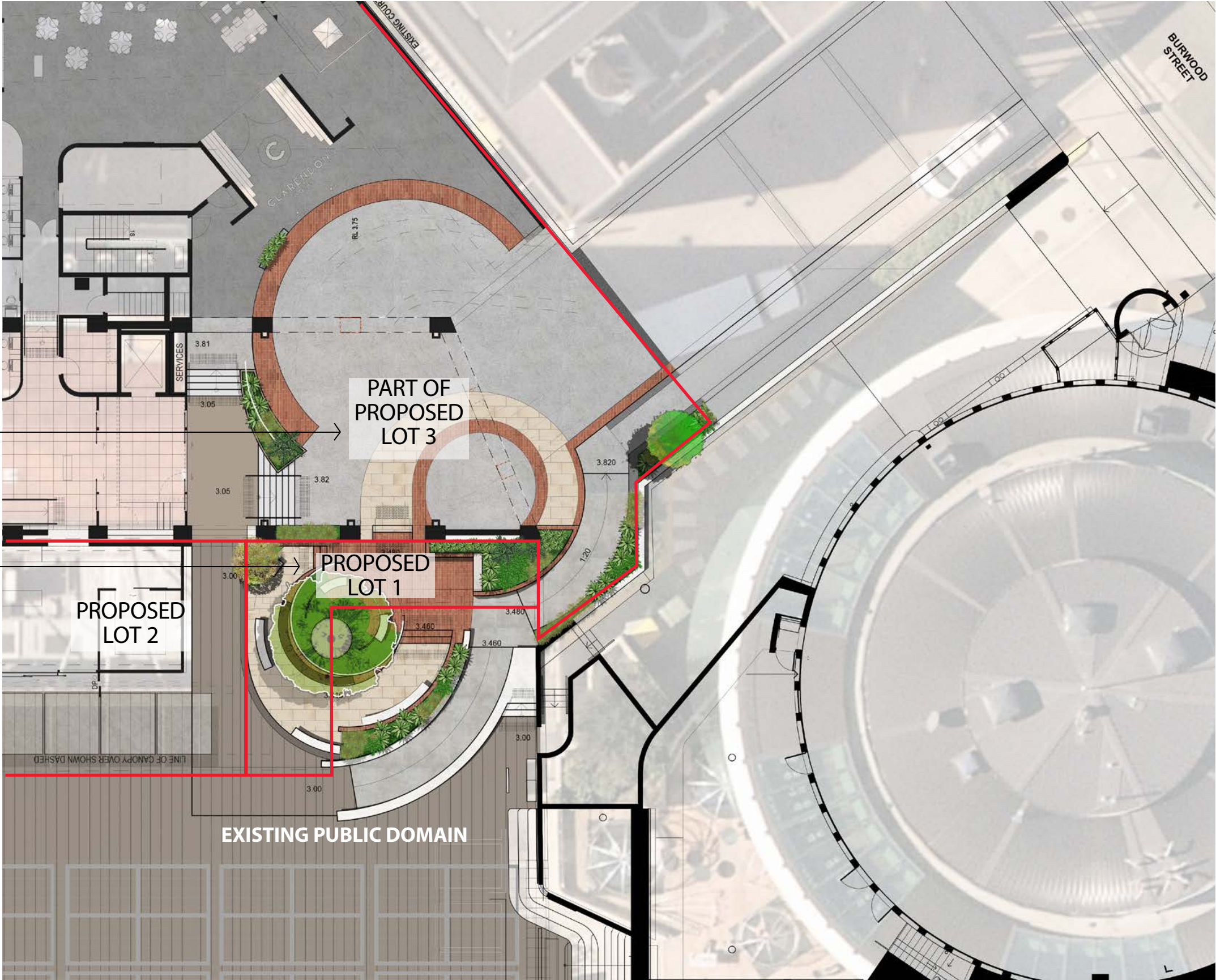
CLIENT:
Stevens Group

DRAWN: MA/KH DATE: 22/05/25 SCALE:
JOB NUMBER: 12883.5 PHASE: DA DWG No: L02 REV: G

development application

proposed modified lots: site plan

L03



Proposed modified lots.

Proposed Lot 1
to be dedicated
to council as public
open space.

NOTE:
LOT BOUNDARIES SHOWN AS INDICATIVE ONLY
FOR DEVELOPMENT APPLICATION CONCEPT PLANS

Refer to: *PLAN OF SUBDIVISION OF LOTS 3 & 5 D.P.1250295*
AND EASEMENTS OVER LOTS 2, 3 & 5 D.P.1250295
- de Witt Consulting

H	27/10/25	PROPOSED LOTS SHOWN
G	07/10/25	REV TO PLANS
F	22/05/25	REV
E	19/05/25	REV
D	15/05/25	DA
C	13/09/23	CONCEPT
B	23/08/23	SKETCH REV OPTIONS
A	31/07/23	SKETCH OPTIONS
REV	DATE	COMMENTS

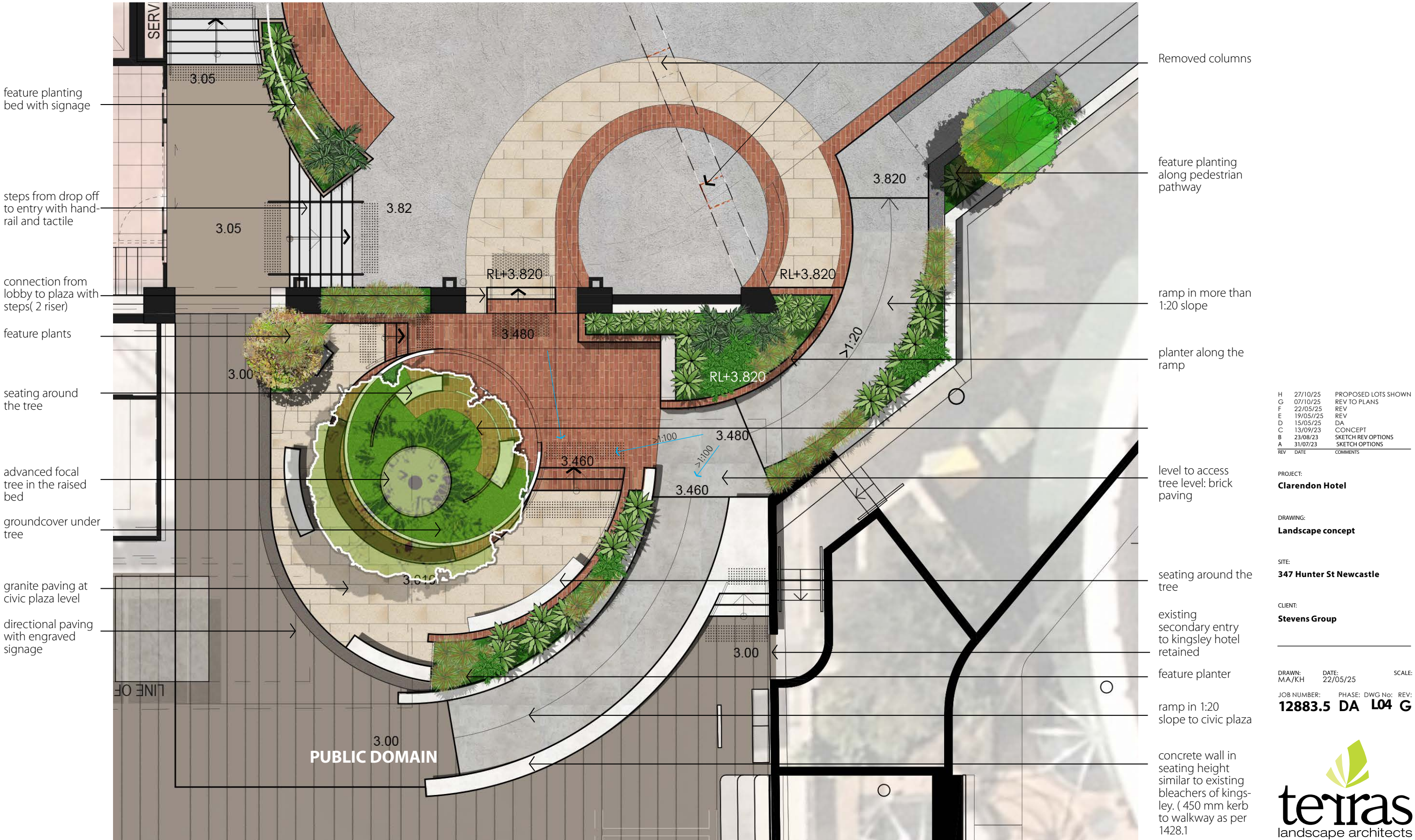
PROJECT:
Clarendon Hotel

DRAWING:
Landscape concept

SITE:
347 Hunter St Newcastle

CLIENT:
Stevens Group

DRAWN: MA/KH DATE: 22/05/25 SCALE:
JOB NUMBER: 12883.5 PHASE: DA DWG No: L03 REV: G





H	27/10/25	PROPOSED LOTS SHOWN
G	07/10/25	REV TO PLANS
F	22/05/25	REV
E	19/05/25	REV
D	15/05/25	DA
C	13/09/23	CONCEPT
B	23/08/23	SKETCH REV OPTIONS
A	31/07/23	SKETCH OPTIONS
REV	DATE	COMMENTS

PROJECT:
Clarendon Hotel

DRAWING:
Landscape concept

SITE:
347 Hunter St Newcastle

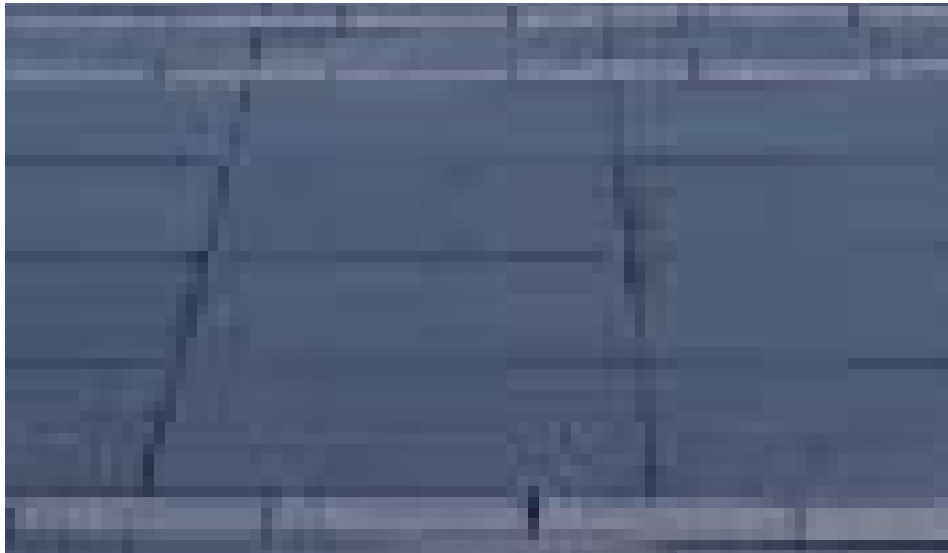
CLIENT:
Stevens Group

DRAWN: MA/KH DATE: 22/05/25 SCALE:
JOB NUMBER: 12883.5 PHASE: DA DWG No: L05 G

development application

material and lighting

L06



existing paving to continue near the entry through the civic plaza



granite paving used in adjacent kingsley entry



timber seats at parts



brick paving to replicate the building material



existing concrete with engraved signages



curved concrete wall



perforation and lighting in seats



lighting at seat base



floor lights

H	27/10/25	PROPOSED LOTS SHOWN
G	07/10/25	REV TO PLANS
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C	13/09/23	CONCEPT
B	23/08/23	SKETCH REV OPTIONS
A	31/07/23	SKETCH OPTIONS
REV	DATE	COMMENTS

PROJECT:
Clarendon Hotel

DRAWING:
Landscape concept

SITE:
347 Hunter St Newcastle

CLIENT:
Stevens Group

DRAWN: MA/KH DATE: 22/05/25 SCALE:
JOB NUMBER: 12883.5 PHASE: DA DWG No: L06 REV: G



Magnolia grandiflora at the raised platform



H	27/10/25	PROPOSED LOTS SHOWN
G	07/10/25	REV TO PLANS
F	22/05/25	REV
E	19/05/25	REV
D	15/05/25	DA
C	13/09/23	CONCEPT
B	23/08/23	SKETCH REV OPTIONS
A	31/07/23	SKETCH OPTIONS
REV	DATE	COMMENTS

PROJECT:
Clarendon Hotel

DRAWING:
Landscape concept

SITE:
347 Hunter St Newcastle

CLIENT:
Stevens Group

DRAWN:
MA/KH

DATE:
22/05/25

SCALE:

JOB NUMBER:
12883.5

PHASE: DWG No:
DA

REV:
L07 G



magnolia grandiflora



Olea europaea



Dietes iridioides



Alcantarea imperialis



Philodendron xanadu



Zamia furfuracea



Plectranthus argentatus



Senecio serpens



Chrysocephalum apiculatum



Dichondra silver falls



Viola hederacea



Trachelospermum jasminoides



Myoporum parvifolium

Tree options

No.	Botanical Name	Common Name	Height m	Width m	Pot size
01	Magnolia grandiflora	Quandong	10	8	500 L
02	Olea europaea	Mission Olive	8	4	500 L

Mass planting

03	Philodendron xanadu	Xanadu	1.0	1.0	400 mm
04	Dietes iridioides	Dietes	0.6	0.6	300 mm
05	Zamia furfuracea	Cardboard palm	1.0	1.5	300 mm
06	Alcantarea imperialis	Bromeliads	1.0	1.0	400 mm
07	Plectranthus argentatus	Silver Shield	0.4	0.7	300 mm

groundcover & climber

08	Dichondra silver falls	Silver falls	0.5	spreading	300 mm
09	Myoporum parvifolium	Creeping boobialla	0.6	0.9	300 mm
10	Senecio serpens	Blue Chalk Sticks	0.5	spreading	300 mm
11	Trachelospermum jasminoides	Star jasmine	0.5	spreading	300 mm
12	Viola hederacea	Native Violet	0.2	spreading	300 mm
13	Chrysocephalum apiculatum	Yellow buttons	0.3	0.5	300 mm

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C	13/09/23	CONCEPT
B	23/08/23	SKETCH REV OPTIONS
A	31/07/23	SKETCH OPTIONS
REV	DATE	COMMENTS

PROJECT:
Clarendon Hotel

DRAWING:
Landscape concept

SITE:
347 Hunter St Newcastle

CLIENT:
Stevens Group

DRAWN: MA/KH DATE: 22/05/25 SCALE:
JOB NUMBER: 12883.5 PHASE: DA DWG No: L08 REV: G

Schedule 6: Developer Works Provisions

Deed not Construction Contract

- 1 The Parties acknowledge and agree that this Deed is not a Construction Contract between the Parties.

Developer Works before execution of Deed

- 2 This Deed applies to any Developer Works that occurred before the Deed was executed.

Approved persons

- 3 The Developer is to design, construct, supervise, and test the Developer Works using Approved Persons.
- 4 Where the Developer proposes to substitute or add an Approved Person, the Developer must notify the Council in writing, and provide details of the new Approved Person who is to be engaged from in relation to the Developer Works.
- 5 The Council may, in its reasonable discretion, notify the Developer that a new Approved Person notified under clause 4 is not to be engaged in relation to the Developer Works, and the Developer must promptly take such action as is necessary to ensure that the person does not continue to be engaged in relation to the Developer Works.

Developer to procure compliance

- 6 The Developer is to provide every Approved Person engaged by it in relation to the Developer Works with a copy of this Deed executed by both Parties and procure their compliance with the relevant requirements of this Deed.

Requirement for Construction Contract

- 7 The Developer must enter into a Construction Contract with its Contractor for the construction of the Developer Works before any construction work occurs.
- 8 The Developer must provide the Council with a copy of the Construction Contract upon receipt of a written request by the Council.
- 9 The Developer must obtain the approval of the Council to any change to the Contractor, which approval the Council may not unreasonably withhold.

General obligations relating to Developer Works

- 10 The Developer is to provide the Developer Works:
 - 10.1 in the location or locations shown on the Developer Works Location Plan,
 - 10.2 in accordance with the Developer Works Plans and Drawings,
 - 10.3 by the Practical Completion Date, and

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City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- 10.4 otherwise in accordance with this Deed.
- 11 The Developer is to provide and complete the Developer Works in a good and workmanlike manner having regard to the intended purpose of the Developer Works and in accordance with:
 - 11.1 all applicable laws,
 - 11.2 any Approval required by any law relating to the provision of the Developer Works, and
 - 11.3 the lawful requirements of any Authority.
- 12 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed relating to the provision of the Developer Works is supplied or made available for that purpose.

Warranties relating to Developer Works

- 13 The Developer warrants to the Council that:
 - 13.1 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the Developer Works,
 - 13.2 it accepts that, if any aspect of the Developer Works do not comply this Deed, the Council is entitled to require the Developer to cease the Developer Works and to pursue its rights and remedies relating to the non-compliance under this Deed and, subject to this Deed, at law or in equity,
 - 13.3 the Developer Works, when completed, are to be fit for purpose, and
 - 13.4 only Approved Persons are to be engaged in relation to the Developer Works.
- 14 The Developer is to procure in favour of the Council from the appropriate Approved Person engaged in relation to the Developer Works, any warranty reasonably required by the Council relating to the design, construction, supervision, inspection, testing or certification of the Developer Works.

Ownership & care of Developer Works

- 15 The Developer owns, and is responsible for care of the Developer Works, and bears all risk and liability in connection with the Developer Works, until the Developer Works have been transferred to the Council pursuant to a Transfer of Ownership Notice.

Work health & safety

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

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City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- 17 For the purpose of the Developer's compliance with its obligations under clause 16, the Council:
- 17.1 acknowledges that the Developer (or the Contractor, where appropriate) is the person with management and control of the relevant works area for the purpose of Part 2 of the *Work Health and Safety Act 2011* (NSW); and
 - 17.2 authorises the Developer (or the Contractor, where appropriate) to exercise authority of the Council necessary to enable the Developer to discharge its obligations under clause 16.
- 18 If the Developer at any time terminates the engagement of the Contractor, or terminates its authority for the Contractor or other person referred to in clause 16 to be the Principal Contractor for the Developer Works, the Developer becomes the Principal Contractor until such time as a new person is appointed as Contractor or to otherwise be the Principal Contractor for the Developer Works.
- 19 The Developer is to use its best endeavours to ensure that all persons involved in the Developer Works comply with relevant WHS Law and procedures, including but not limited to:
- 19.1 following published government and industry WHS guidelines,
 - 19.2 providing WHS induction training,
 - 19.3 keeping and regularly updating WHS records,
 - 19.4 preparing and maintaining an WHS management plan,
 - 19.5 preparing a Project Safety Plan that details safety strategies, including how persons must act to comply with WHS Law,
 - 19.6 providing safe work method statements for all tasks and ensuring they are complied with,
 - 19.7 directing staff to take corrective action or stop work if they are not complying with the method statements or WHS Law,
 - 19.8 identifying hazards and assessing risks using due diligence,
 - 19.9 eliminating or controlling risks in line with SafeWork NSW requirements using due diligence,
 - 19.10 reviewing risk assessments and controlling measures,
 - 19.11 providing information to employers and contractors about WHS, and
 - 19.12 documenting site-specific safety procedures.
- 20 The Developer is to use its best endeavours to ensure that:
- 20.1 the Council can audit, inspect and test the Developer Works without breaching WHS Law, and
 - 20.2 the Council can access and use the Developer Works without breaching WHS Law.
- 21 The Developer is to promptly inform the Council of any incident occurring in relation to the Developer Works where a person is injured or otherwise exposed to a risk to his or her health or safety, including, but not limited to, an incident which is required to be reported to SafeWork NSW.

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City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Accidents & dangerous occurrences

- 22 The Developer is to notify SafeWork NSW and the Council, as soon as it becomes aware of any serious accident or dangerous occurrence relating to the Developer Works.
- 23 Within a further 7 days, the Developer must formally notify or procure the notification of SafeWork NSW of the accident or occurrence in accordance with the WHS Law, using any prescribed form.
- 24 The Developer must give to the Council a copy of all information and documents that have been provided to SafeWork NSW relating to the accident or occurrence.
- 25 The Developer must also give to the Council, if requested by the Council, a written report relating to the accident or occurrence in the form specified by the Council.
- 26 The Developer must cooperate with SafeWork NSW and the Council if the accident or occurrence is investigated by Work Cover or the Council.
- 27 The Developer must immediately give the Council a copy of any improvement or prohibition notices that SafeWork NSW issues in relation to the Developer Works.

Design of Developer Works

- 28 Clauses 28 - 35 apply if and to the extent that Schedule 5 does not contain Developer Works Plans and Drawings for the Developer Works or any part.
- 29 The Developer may not make an application for a Construction Certificate for the Developer Works or commence construction of the Developer Works unless the Developer Works are designed and approved in accordance with this Deed.
- 30 Before commencing the design of the Developer Works, the Developer is to request the Council to provide the Developer with the Council's design requirements for the works.
- 31 Upon receipt of the Developer's request, the Council may:
 - 31.1 initially request the Developer to provide a written proposal concerning the design of the Developer Works, including preliminary concept designs, to assist Council in determining and notifying the Developer of its requirements, and subsequently request the Developer to submit the plans and drawings of the Developer Works to the Council for approval, or
 - 31.2 request the Developer to submit the plans and drawings of the works to the Council for approval.
- 32 The Council may reasonably require the Developer to make any change to the plans and drawings of the Developer Works that it reasonably considers necessary or desirable as a precondition to approving the plans and drawings, and the Developer is to make any such change.
- 33 The Council is to inform the Developer in writing when it approves the plans and drawings of the Developer Works.
- 34 The Parties are to ensure that the reference to the plans and drawings approved by the Council under clause 33 are included in Schedule 5 without delay after that approval is given.

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- 35 The Developer is not to make any application for any Approval relating to the Developer Works unless the Council approved the plans and drawings of the Developer Works under this Deed.

Variations to approved Developer Works & Costs

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

Developer's obligations before construction commencement

- 40 Not less than 10 business days before the Developer commences construction of any of the Developer Works specified in Part C of Schedule 2 of this Deed, the Developer is to give the Council written notice of its intention to do so accompanied by:
- 40.1 a copy of all approved plans and drawings for the Developer Works so specified in electronic and paper format, and
 - 40.2 a list of all Approved Persons and their contact details.
- 41 The Developer is to organise and conduct a pre-start meeting with Council personnel before starting the construction of a Developer Work specified in Part C of Schedule 2 of this Deed.

Protection of people, property & utilities

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

Damage to assets & property

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

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- 45 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works in accordance with any reasonable requirements of the Council.
- 46 If an audit, inspection or test of the Developer Works shows that:
- 46.1 the Developer Works do not conform to the location, design, specifications, materials or finishes approved by the Council under this Deed, or
- 46.2 damage has occurred to a Council asset or the property of another person in connection with the Developer Works,
- the Council may give the Developer a notice in writing requiring it to take corrective action to bring the Developer Works into conformity or repair the damage, as the case requires.
- 47 Without limiting any other remedies available to the Council under this Deed, if the Developer does not comply with the Council's requirements under clause 46, the Council may take the action required of the Developer and recover the Council's costs of so doing from the Developer.

Entry onto Land

- 48 The Developer is responsible for obtaining all necessary rights to lawfully enter, occupy, and provide the Developer Works on Other Land.
- 49 Upon receiving reasonable prior written notice from the Developer, the Council is to allow the Developer and the Approved Persons, to enter, occupy, and use Council owned or controlled land specified in the notice at any reasonable time if the occupation or use of the land by the Developer and the Approved Persons is reasonably necessary for the Developer Works.
- 50 The Council is not required to allow the Developer to enter, occupy and use any Council owned land that is used for public purposes unless and until the Developer has paid any applicable fee or rent, as approved by the Council, for that purpose,
- 51 Upon receiving reasonable prior notice from the Council, the Developer is to provide the Council with safe and unhindered access at any reasonable time to any land on which the Developer Works are being, or have been, provided.
- 52 The Council must comply with the Developer's reasonable safety requirements while on any land on which the Developer Works are being provided.

Audit, inspection, testing of Developer Works

- 53 The Council may undertake an audit, inspection or test of the Developer Works at any reasonable time for any purpose related to this Deed upon giving reasonable prior notice to the Developer.
- 54 The Developer is to provide the Council with any assistance that is reasonably required by the Council to enable the Council to undertake any audit, inspection or test of the Developer Works.
- 55 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the Developer Works, the Developer is to:
- 55.1 take the action in the manner, and within the time, the Council reasonably requires, and

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- 55.2 provide evidence to the Council that the action has been taken.
- 56 If an audit, inspection or test shows that the Developer Works have not been provided in accordance with this Deed, the Developer is to pay any Costs incurred by the Council in connection with the audit, inspection or test.
- 57 If the Council reasonably decides that a further and more detailed audit, inspection or test of the Developer Works is required, the Council may determine an approved fee in that regard and the Developer is to pay to the Council the fee so approved.

Access to information & records

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

Practical Completion of Developer Works

- 60 The Developer is to use all reasonable endeavours to ensure that the whole of the Developer Works is the subject of one or more Practical Completion Certificates by not later than the Practical Completion Date.
- 61 The Developer may make a written request ('**Developer's Request**') to the Council to issue a Practical Completion Certificate for the Developer Works or any part of the Developer Works by not later than the Practical Completion Date or such later date agreed in writing between the Parties.
- 62 The Developer's Request is to be accompanied by the following information:
- 62.1 a Works-as-Executed Plan of the Developer's Works to which the Developer's Request relates, and
- 62.2 all Technical Data relating to those Works, including but not limited to, geotechnical testing, structural certificates, CCTV footage and material certifications.
- 63 Upon receipt of the Developer's Request, the Council is to inspect the relevant Developer Works in the presence of a representative of the Developer at a time reasonably agreed between the Parties that is not later than 14 days after the Council receives the request.
- 64 As a precondition to issuing a Practical Completion Certificate, the Council may direct the Developer in writing to complete, Rectify or repair any specified part of the Developer Works the subject of the Developer's Request within a period specified in the direction in order to bring the Developer Works into conformity with this Deed or any Approval and to provide the Council with an amended or substituted Works-as-Executed Plan.
- 65 The Developer is to promptly comply with any such direction given by the Council.
- 66 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that a Practical Completion

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Certificate may be issued for the Developer Works the subject of the Developer's Request.

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

Maintenance of Developer Works

- 68 The Developer is to Maintain the Developer Works during the Maintenance Period.
- 69 The Council is to permit the Developer to enter any land owned or controlled by the Council to enable the Developer to Maintain the Developer Works during the Maintenance Period.

Rectification of Defects

- 70 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 71 The Developer is to comply with a Rectification Notice according to the terms of the Rectification Notice and to the reasonable satisfaction of the Council.
- 72 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice given by the Council.

Copyright in Works-As-Executed Plan

- 73 The Developer, being the copyright owner in the Works-As-Executed Plan provided to the Council in connection with the Developer's Request referred to in clause 61, assigns the copyright in the Works-As-Executed Plan to the Council free of Cost to the Council.
- 74 If the Developer is not the copyright owner of the Work-As-Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works-As-Executed Plan to the Council free of cost to the Council.

Transfer of Ownership of Developer Works

- 75 At any time after the Council issues a Practical Completion Certificate for Developer Works to the Developer, the Council may issue a Transfer of Ownership Notice to the Developer for those Developer Works.
- 76 The Developer Works the subject of a Transfer of Ownership Notice vest in the Council on the vesting date stated in the Transfer of Ownership Notice.

Transfer of land on which Developer Works Constructed

- 77 Unless otherwise specified in this Deed or agreed in writing between the Parties:
- 77.1 the Developer is to do all things necessary to dedicate or procure the dedication to the Council of the land on which Developer Works the subject of a Transfer of Ownership Notice are constructed,

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

- 77.2 the dedication is to occur by not later than the vesting date stated in the Transfer of Ownership Notice,
- 77.3 the dedication is to be free of cost to the Council.
- 78 Land on which Developer Works the subject of a Transfer of Ownership Notice are constructed that is required to be dedicated to the Council under clause 77 is Dedication Land for the purposes of this Deed.

Easements, covenants, etc.

- 78.1 The Developer must create, or procure the creation of, any easement or covenant or any other instrument benefitting the Council that is reasonably required by the Council in relation to the Developer Works.
- 78.2 The Developer is to ensure that any such easement, covenant or other instrument is registered on the title to the relevant land before the vesting date specified in a Transfer of Ownership Notice for such Works.
- 78.3 The Costs required to be incurred by the Developer in doing so include, unless otherwise agreed in writing between the Parties, the payment of compensation to any person.

Removal of structures & Equipment

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

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Execution

Executed as a Deed

Dated: 31 August 2026

Executed by the COUNCIL by its authorised delegate, pursuant to a resolution made on: 16 June 2026.

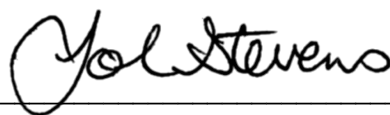


Signature of authorised delegate



Signature of witness

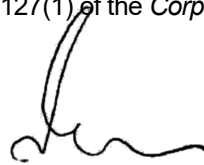
**Executed by the Developer, Stevens Nominees (Sydney) Pty
Ltd ACN 064 130 954** in accordance with s127(1) of the *Corporations Act 2001* (Cth)



Director

John Robert Stevens

Name



Director / Secretary

Michael Gerard O'Brien

Name

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Appendix: Explanatory Note

(Clause 47)

Environmental Planning and Assessment Regulation 2021

(Section 205)

Draft Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Council

City of Newcastle ABN 25 242 068 129 of 12 Stewart
Avenue, Newcastle West, NSW 2300

Developer

Stevens Nominees (Sydney) Pty Ltd ACN 064 130 954 of
Suite 6, 257-259 Central Coast Highway Erina NSW 2250

Description of the Land to which the Draft Planning Agreement Applies

Lots 2, 3, 4 and 5 in Deposited Plan 1250295

Description of Proposed Development/Instrument Change

This draft planning agreement applies to a development the subject of a Development Consent to DA2024/00343, as modified by MA2025/00385 involving:

- alterations, renovations, refurbishments and additions to the four buildings to create a single, integrated hotel with ground floor bars and cafes and hotel accommodation on 3 floors above,
- associated new storage and administration area; and
- landscaping and upgraded pedestrian access between Wheeler Place and Burwood Street.

Description of Development Contributions

Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and 369 Hunter Street Newcastle (Clarendon Hotel)

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Condition 1 of the Development Consent requires the Developer to pay a \$441,996 monetary contribution in accordance with the Applicable Contributions Plan.

The Developer intends to enter into this Deed:

- in connection with the Modification Application (MA2025/00385) which, amongst other things reduces the s7.12 contributions to be paid under condition 1 of the Development Consent,
- to dedicate land with an area of 68sqm for public open space as shown in the Dedication Land Plan, and
- to facilitate the provision of public domain upgrade works as shown in the Developer Works Plans & Drawings.

The public domain upgrade works are to be completed by the Developer prior to the issue of the first Occupation Certificate for the Development.

The Dedication Lane is to be dedicated to Council prior to the issue of the first Occupation Certificate for the Development and following the completion of the Works.

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

The draft planning agreement is a planning agreement under s7.4 of the Environmental Planning and Assessment Act 1979 (Act). The Draft Planning Agreement is a voluntary agreement under which Development Contributions are made by the Developer for various public purposes (as defined in s7.4(3) of the Act).

The draft planning agreement also operates as an agreement under which the Developer dedicates the Dedication Land and carries out public domain upgrade works to reduce payment of s7.12 contributions.

The objective of the draft planning agreement is to require the carrying out of public domain upgrade works and dedication of land for public open space, being items identified in the Applicable Contributions Plan.

The draft planning agreement:

- relates to the carrying out by the Developer of development on the Land,
- does not exclude the application of s7.11 and s7.12 of the Act to the Development, as development consent has already been granted for the Development,
- does not exclude the application of Division 7.1, Subdivision 4 of the Act to the Development,
- requires the carrying out of public domain upgrade works and dedication of land for public open space purposes,
- is to be registered on the title to the Land,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the A New Tax System (Goods and Services Tax) Act 1999 (Cth) applies to the agreement.

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The draft planning agreement requires the carrying out of public domain upgrade works and dedication of land for public open space facilities. These development contributions are listed in the Applicable Contributions Plan and will improve the open space facilities that will serve the wider community.

How the Draft Planning Agreement Promotes the Public Interest

The draft planning agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- provides and co-ordinates the provision of public infrastructure and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

The draft planning agreement promotes the public interest by promoting the objects of the Act as set out in s1.3 (a), (b), and (j) of the Act.

The draft planning agreement also promotes a number of elements of the principles for local government in Chapter 3 of the Local Government Act 1993 (NSW).

The draft planning agreement which requires the Developer to dedicate land for public open space and which is required to be publicly notified promotes the following principles:

- the management of lands and other assets so that current and future local community needs can be met in an affordable way,
- working with others to secure appropriate services for local community needs, and
- actively engaging with their local communities, through the use of the integrated planning and reporting framework and other measures.

Assessment of the positive or negative impact of the Draft Planning Agreement on the public or relevant section of the public

The draft planning agreement which requires the Developer to dedicate land for free and undertake public domain upgrade works that are earmarked for public open space in the Council's Applicable Contributions Plan ensures that those works and land are provided for the benefit to the public that will use those facilities, at an earlier time than if Council acquired and carried out the works itself.

Whether the Draft Planning Agreement Conforms with the Planning Authority's Capital Works Program

**Wheeler Place Public Domain Upgrade Works – 347, 357, 365 and
369 Hunter Street Newcastle (Clarendon Hotel)**

City of Newcastle

Stevens Nominees (Sydney) Pty Limited

Yes. The draft planning agreement conforms with the Council's Capital Works Program

Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

Yes, the draft planning agreement specifies that the Developer Works are to be completed, prior to the issue of the first Occupation Certificate for the Development.