



Firebird ecoSultants Pty Ltd
ABN-16 105 985 993

NSW RFS
Headquarters
15 Carter Street
Lidcombe NSW 2141

ATTENTION: EMMA JENSEN

Dear Emma,

RE: PROPOSED SENIOR SCHOOL BUILDING, ST PHILIPS CHRISTIAN COLLEGE, PORT STEPHENS

Please find herewith additional information as requested in the NSW Rural Fire Service (RFS) letter dated the 12 January 2018.

The NSW RFS additional information requested is in **BOLD** with the response following:

The submitted bush fire report references pre-DA advice relating to a proposal for 'change rooms and amenities and maintenance building'. NSW RFS records show that the advice provided stated that 'APZs for SFPP infill and SFPP (10kW/m2) are to be demonstrated as applicable to the development'. The development subject to this referral exceeds the extent of works discussed in the pre-DA meeting and the application has failed to demonstrate that compliant APZs have been provided.

A pre-DA meeting was undertaken at the NSW RFS Headquarters on the 26 April 2016, in attendance at that meeting was Sarah Jones (Firebird ecoSultants), Ian Easton (Ian Easton Architects), Joshua Calandra (RFS, Development Assessment and Planning Officer) and Jason Maslen (RFS, Team Leader, Development Assessment and Planning). The purpose of this meeting was to discuss the compliance with APZs for Special Fire Protection Purpose (SFPP) Infill development in relation to the proposed development. Proposed Plan No. R3 dated the 9/3/2016 that showed the Stage, Change Rooms, and Maintenance workshop as well as the proposed Senior School Building that incorporated the classrooms and training centre were presented at the meeting. Refer to Appendix A for Proposed Plan 425-S01R3 dated the 9/3/2016. As can be seen from the previous plans and the new plans for the Senior School Building designed by Shac Architects that were submitted as part of the DA (refer to Appendix B for Proposed Plans as part of this DA) the proposed development is not different in terms of the extent of works, and in fact the scope of works have been reduced.

The outcome of the Pre-DA meeting was that the proposal was to be treated as SFPP Infill development in accordance with Planning for Bushfire Protection (RFS, 2006) and that the proposed additions are an extension of the existing school facilities and the proposed buildings are not to exceed the line of the existing development towards the hazard. Shac Architects have located the proposed Senior



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Building to meet this requirement. Refer to Figure 1-1 Site Map that shows that the proposed buildings are no closer to the hazard than the existing buildings.

In order for the NSW RFS to further considered that proposal additional information is required in relating to how the proposed works comply with the relevant provisions Section 4.2.4 (a) of Planning for Bush Fire Protection (PBP)

Please refer to Table 1-1 Bushfire Threat Assessment showing compliance with Section 4.2.4 (a) being Table A2.6 of APZ for SFPP in Bush fire Prone Areas and Figure 1-1 detailing the vegetation and APZ distances.

Table 1-1 Bushfire Threat Assessment

Direction from Proposed Building	Vegetation Type within 140m of the proposed building	Slope	Distance Vegetation is from proposed Building	Distance from the existing buildings	APZ Required in accordance PBP 2006	Compliance with Table A.2.6 of PBP 2006
North	N/A – existing development	N/A – developed Land	N/A – developed Land	N/A – developed Land	N/A	Complies
East	Forested Wetland	Flat	>52m	<50m	50m	Complies
	Open Forest	Flat upslope /	>60m	<60m	60m	Complies
South	Forested Wetland	Flat	>60m	>60m	50m	Complies
West	Forested Wetland and Scrub for the purposes of this assessment the highest fuel load of Forested wetland has been used	Flat	>54m	28m	45m from Scrub 50m Forested Wetland	Complies

Given, the information in the above table the APZs comply with Section 4.2.4 (a) of PBP 2006.

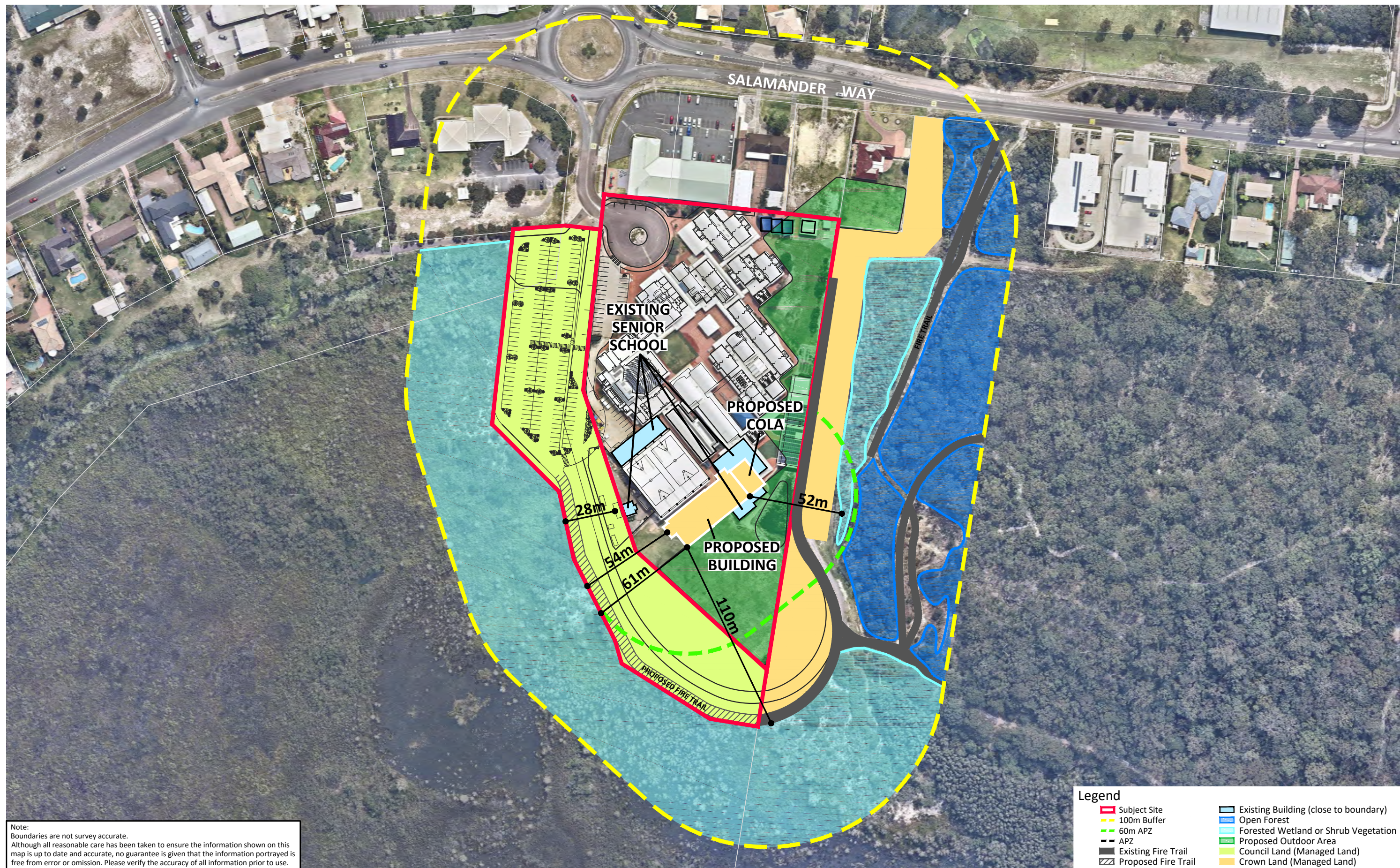
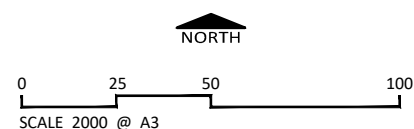


FIGURE 1-1: SITE MAP

CLIENT Client
Salamander Way Salamander Bay
DATE 7 February 2018



Firebird ecoSultants Pty Ltd
ABN - 16 105 985 993
Level 1, 146 Hunter Street, Newcastle NSW 2300
P O Box 354 Newcastle NSW 2300



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It has been shown that the proposal relies upon the management of extensive APZ outside of the subject site on the basis of the provisions of the Deed of Commercial Licence, between St Philip's Christian Education Foundation Ltd TIA St Philip's Christian College, Port Stephens and Port Stephens Council, provided with the new information. A preliminary review of the document provided shows that no direct reference provisions for the management of APZs within the subject land. Furthermore, the document also states that no alterations or additions to the land (premises) can be undertaken without Port Stephens Council's consent. No information regarding this consent has been provided with the new information.

A separate Development Application for a new 164 space carpark, fire trail, and extension to a sports field, has been approved by Council (DA 16-2016-770-2) refer to Appendix D for DA for the carpark, fire trail and sports field. A licence agreement with Port Stephens Council for this land has also been implemented refer to Deed of Commercial in Appendix E. This DA and Licence allows all vegetation on the land as per Annexure B of the Deed of Commercial Licence (refer to Appendix E) to be removed and for this land to be developed with the abovementioned infrastructure. No vegetation will be reinstated in this area and will remain cleared following the construction of the approved works. This area is also depicted on Figure 1-1 Site Map.

It is also noted that a Licence Agreement (Refer to Appendix F) with Crown lands adjoining the St Phillips Childcare Centre at Salamander Bay (Lot 533 DP822120) is also established that ensures the management of this land. Refer to Appendix F for the Crown Licence. The NSW RFS was consulted in regards to the conditions for the licence over the Crown Land and stated the following:

NSW RFS would be satisfied that the condition would be met by the proposed licence wording for the reasons you set out. The conditions of the consent would oblige the proponent to undertake the agreed maintenance of the land to APZ standards.

Refer to Appendix G for correspondence from the NSW RFS.

In accordance with PBP 2006, formal mechanisms are required to be put in place to ensure the ongoing provision of APZs of this nature in perpetuity. As such, the applicant needs to liaise with the land owner/public land manager of the land surrounding the site establish these APZs in accordance with Table A2.6 of PBP 2006. This will provide a significantly better permanent outcome for the school.

As stated in the above response the Licence Area within Lot 21 DP 1044009 will be comprised of a carpark, fire trail and sports field as per DA (DA 16-2016-770-2). All vegetation within this area will be removed for the construction of the fire trail, sports field and carpark. This fire trail, sports field and the carpark will ensure that the land is permanently managed and clear of vegetation. Therefore, this area is considered managed land as part of the proposed works. A letter from the Land Owner being



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Port Stephens Council stating that this land will be permanently managed is contained in Appendix H.

We trust that the additional information provided and response to your request for additional information is satisfactory and allows you to finalise your assessment and issue a Bushfire Safety Approval (BFSA) for the proposed development.

However, should you have any questions in relation to the contents of this submission or would like to arrange a meeting to discuss any of the above matters further, please do not hesitate to contact the undersigned

Yours faithfully
Firebird EcoSultants Pty Ltd



Sarah Jones
B.Env.Sc., G.DIP.DBPA (Design for Bushfire Prone Areas)
Ecologist / Bushfire Planner



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Appendix A – Pre-Da Meeting Notes



PRE-DA ADVICE MEETING SUMMARY

Attendees: Josh Calandra, Development Assessment and Planning Officer
Jason Maslen, Team Leader, Development Assessment and Planning
Sarah Jones, Firebird ecoSultants
Ian Eastern, Ian Eastern Architects

Subject: St Phillips School, Salamander Way Salamander Bay

Time and date: 26 April 2016 **Location:** Planning and Environment Services (East)
42 Lamb Street Glendenning

Details of the proposal:

- | | |
|--|---|
| <input checked="" type="checkbox"/> SFPP infill | Additions to the existing St Philip's Christian College Port Stephens campus. |
| <input type="checkbox"/> Residential subdivision | |
| <input type="checkbox"/> Other | |

Bush fire protection issues discussed:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Hazard Assessment | The bush fire vegetation that has the potential to pose a threat to the proposed development includes forested/fresh water wetlands to the west, south and east of the subject site. |
| <input checked="" type="checkbox"/> Asset Protection Zones | APZs for SFPP Infill and SFPP (10kWm ²) are to be demonstrated as applicable to the development. |
| <input checked="" type="checkbox"/> Access | A carpark and sealed fire trail are proposed between the bush fire hazard (to the west and southwest) and the proposed development. This will be on Council lands on lease which will need to be acknowledged by both parties in writing before a Bush Fire Safety Authority would be provided. |
| <input checked="" type="checkbox"/> Construction Standards | It will need to be demonstrated that the proposed development (change rooms and amenities and maintenance building) on the subject site is consistent with <i>Planning for Bush Fire Protection 2006</i> . It is proposed to be treated as SFPP infill with accompanying documentation to clearly demonstrate how the proposed additions are an extension of the existing school facilities on existing/amalgamated lots and not exceeding the line of existing development towards the hazard. |
| <input checked="" type="checkbox"/> Services | The proposed development will be linked into existing services. |
| <input checked="" type="checkbox"/> Emergency and Evacuation Planning | Proposed development will need to be incorporated into existing emergency and evacuation planning. |

Documentation / plans referenced:

Vegetation Map prepared by Firebird dated 29 March 2016


RFS advice is based on information provided and policy and legislative requirements applicable at the time. The advice should be copied into, or referenced in, any subsequent development application.

All efforts are made to identify issues of relevance and likely concern with the preliminary proposal. However, the comments and views in this document are based only on the plans and information submitted for preliminary assessment and discussion at the pre-DA meeting. You are advised that: -

- The views expressed may vary once detailed plans and information are submitted and formally assessed in the development application process, or as a result of issues contained in submissions by interested parties;
- Given the complexity of issues often involved and the limited time for full assessment, no guarantee is given that every issue of relevance will be identified;
- Amending one aspect of the proposal could result in changes which would create a different set of impacts from the original plans and therefore require further assessment and advice;

The Pre-DA advice given does not bind Council officers, the elected Council members, or other parties to the DA process.

Signed:

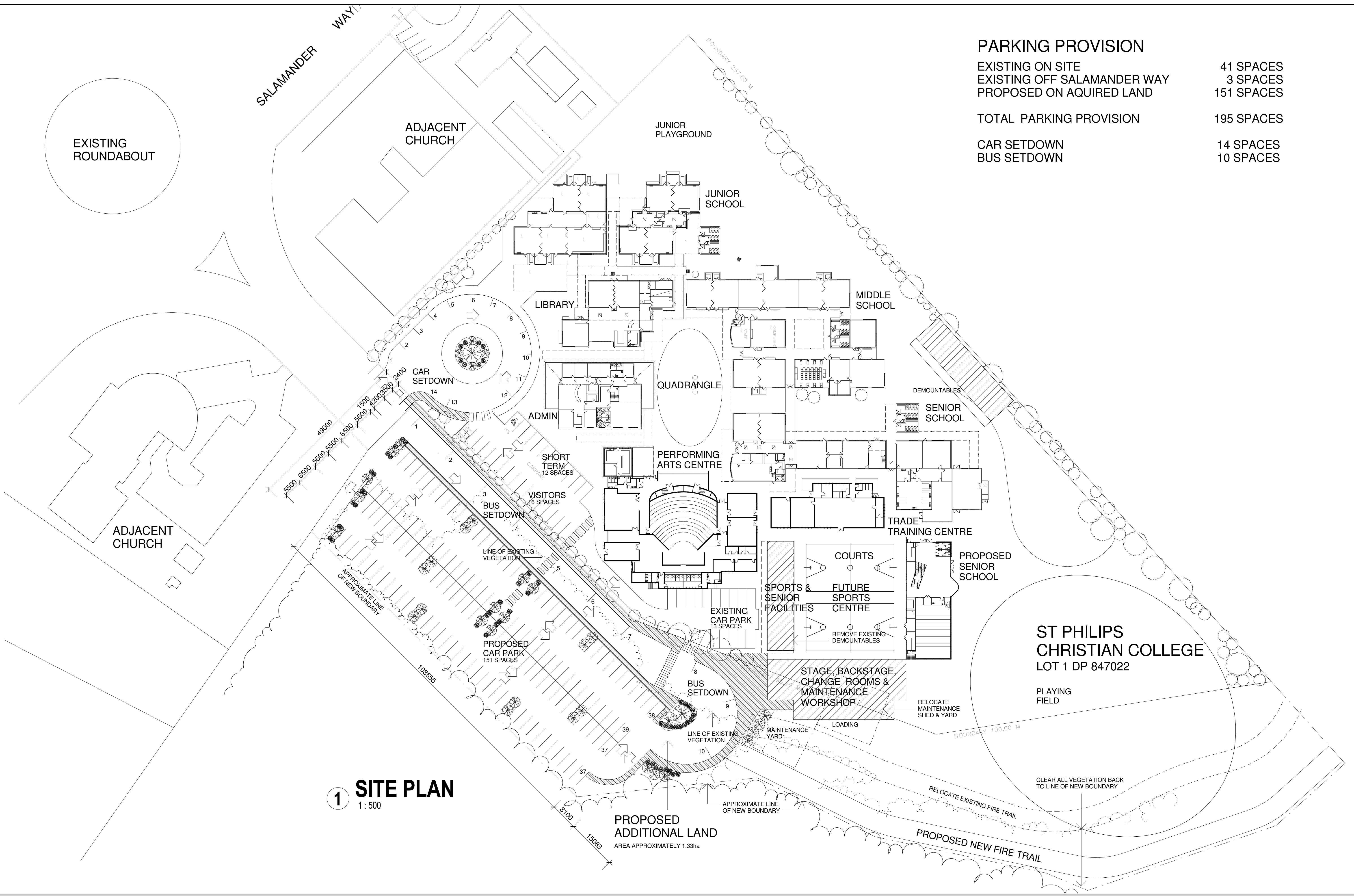

Josh Calandra
Development Assessment and Planning Officer,
Planning and Environment Services (East)


Jason Maslen
Team Leader,
Planning and Environment Services (East)



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Appendix B – Plan 425-S01R3 dated the 9/3/2016 that was presented at the
PRE DA meeting



PARKING PROVISION

EXISTING ON SITE	41 SPACES
EXISTING OFF SALAMANDER WAY	3 SPACES
PROPOSED ON AQUIRED LAND	151 SPACES

TOTAL PARKING PROVISION 195 SPACES

CAR SETDOWN	14 SPACES
BUS SETDOWN	10 SPACES

1 SITE PLAN
1 : 500

IAN EASTON ARCHITECT

112 The Lane, Wickham NSW 2293
Phone 02 49691360 Fax 49691359
ieaston@nelsonbay.com
Registration No.4787
ABN No. 45 774 395 883

NOTES

WORK TO FIGURED DIMENSIONS IN PREFERENCE TO SCALE. CHECK ALL DIMENSIONS ON SITE PRIOR TO ORDERING MATERIALS & CONSTRUCTION. IAN EASTON IS THE SOLE OWNER OF THE COPYRIGHT RESIDING IN THESE DRAWINGS, PLANS & SPECIFICATIONS. THEY MUST NOT BE USED, REPRODUCED, COPIED IN WHOLE OR IN PART WITHOUT PRIOR WRITTEN CONSENT OF IAN EASTON.

No.	DESCRIPTION	DATE
R1	ADJUSTMENT TO LINE OF PROPOSED NEW BOUNDARIES.	28/07/15
R2	ADDITIONAL DIMENSIONS TO CAR PARK	09/12/15
R3	ADDITION OF SENIOR SCHOOL & SPORTS CENTRE NEW FIRE TRAIL & VEGETATION CLEARING	09/03/16

No.	DESCRIPTION	DATE

ST PHILIPS CHRISTIAN COLLEGE
PORT STEPHENS

PROPOSED
REVISED SITE ENTRY &
PARKING INCORPORATING
ADDITIONAL LAND

SITE PLAN
425-S01R3

SCALE 1 : 500

PROJECT NUMBER 425

DATE MARCH 2013

DRAWN BY IE

CHECKED BY IE

9/03/2016 3:39:35 PM



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Appendix C – Proposed Development Plans by Shac Architects submitted as part of this DA



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Appendix D – DA for the Car Park (St Phillips Christian College) – Amendment to remove Deferred Commencement condition and the timing of credit retirements

NOTICE OF DETERMINATION OF MODIFIED DEVELOPMENT CONSENT

Development consent 16-2016-770-1 is modified by 16-2016-770-2 subject to the conditions in Schedule 1.

Notice is hereby made under Section 80(1) of the Environmental Planning and Assessment Act 1979, NSW (the Act) of a Development Consent issued under Section 80 of the Act, for the development described below. The consent should be read in conjunction with the conditions contained in Schedule 1 and the notes contained in Schedule 2.

Determination Outcome: Approval, subject to amended conditions

APPLICATION DETAILS

Original Application No:	16-2016-770-1
Section 96 Application No:	16-2016-770-2
Property Address:	LOT: 21 DP: 1044009, LOT: 23 DP: 1044009, LOT: 1 DP: 847022 100 Salamander Way SALAMANDER BAY, 174A Salamander Way SALAMANDER BAY, 176 Salamander Way SALAMANDER BAY
Description of Development:	Car Park (St Phillips Christian College) – Amendment to remove Deferred Commencement condition and the timing of credit retirements.
Date of original determination:	13 June 2017
Date from which the consent operates:	13 June 2017
Date of S96 Modification Determination:	12 December 2017
Date on which the consent shall lapse: (unless physical commencement has occurred)	14 June 2022

MR R J LOURENS
Senior Development Planner

SCHEDULE 1

REASONS WHY THE CONDITIONS HAVE BEEN IMPOSED

These conditions are required to:

- prevent, minimise, and/or offset adverse environmental impacts including economic and social impacts;
- set standards and performance measures for acceptable environmental performance;
- require regular monitoring and reporting; and
- provide for the ongoing environmental management of the development.

CONDITIONS THAT IDENTIFY APPROVED PLANS AND LIMITATIONS OF CONSENT

1. The development must be carried out in accordance with the plans and documentation listed below and endorsed with Council's stamp, except where amended by other conditions of this consent or as noted in red by Council on the approved plans:

Plan/Doc.Title	Plan Ref.	Date	Drawn By
Proposed Car Parking Area & Playground Extension (1 Sheet)	425-S01R10	23/03/2017	Ian Easton Architect
Proposed Carpark (1 Sheet)	US 60306 LP.01B	May 2016	Forum Urban Sanctum Landscape Design

In the event of any inconsistency between conditions of this consent and the drawings/documents referred to above, the conditions of this consent prevail. If there is any inconsistency between the plans and documentation referred to above the most recent document shall prevail to the extent of any inconsistency.

2. A Construction Certificate is required prior to commencement of works approved by this application. The person having the benefit of this consent must appoint a principal certifying authority. If Council is not appointed as the Principal Certifying Authority then Council must be notified of who has been appointed. Note: at least two (2) days' notice must be given to Council of intentions to start works approved by this application.

CONDITIONS TO BE SATISFIED PRIOR TO DEMOLITION, EXCAVATION OR CONSTRUCTION

3. **Prior to the commencement of works**, the person having the benefit of this consent must submit to Council's Natural Resources Management Unit a Construction Environmental Management Plan (CEMP) for approval. The CEMP shall be prepared by a suitably qualified company or equivalent.

The CEMP must include measures to protect, enhance and manage the ecological values of the adjacent adjoining biobank site including management of retained vegetation, koala habitat, waterbodies, weed management and bushfire hazard management.

The CEMP shall include the following:

- a. exclusion fencing or similar to minimise clearance of native vegetation within the buffer area to the wetland, to define the 'no go' area, and to protect native vegetation within 100 Salamander Way biobank site
 - b. erosion and sediment control to manage exposed soil surfaces and stockpiles to prevent sediment discharge into waterways and adjoining native vegetation within 100 Salamander Way biobank site
 - c. Strategies for restoration of exposed soils including commencing revegetation as soon as practicable, use of brush and encouragement of natural regeneration from the soil seed bank,
 - d. proposed weed control methods;
 - e. where planting is required, detail of the proposed species, planting densities and source of planting stock and mulch;
 - f. pre-clearance surveys by a suitably qualified ecologist including marking of all koala feed trees
 - g. pre-felling procedures – all potential koala feed trees must be checked to ensure that no koalas are present prior to felling. If any koalas are present, clearing must cease until the koala has moved on
 - h. Documentary evidence of this pre-clearance faunal survey and any recommendations are to be provided to and acknowledged by Council's Natural Resources Management Unit
 - i. If the pre-clearance fauna survey identifies there are threatened species inhabiting a tree flagged for removal; all clearing works shall cease until a Plan of Management for the relocation of the species has been approved by Council's Natural Resources Management Unit in consultation with the Office of Environment and Heritage.
4. **Prior to the commencement of works**, erosion and sediment control measures shall be put in place to prevent the movement of soil by wind, water or vehicles onto any adjoining property, drainage line, easement, natural watercourse, reserve or road surface, in accordance with *Managing Urban Stormwater – Soils and Construction, Volume 1* (Landcom, 2004).
5. **Prior to the commencement of works**, a waste containment facility is to be established on site. The facility is to be regularly emptied, and maintained for the duration of works. No rubbish shall be stockpiled in a manner which facilitates the rubbish to be blown or washed off site. The site shall be cleared of all building refuse and spoil immediately upon completion of the development.

CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF THE CONSTRUCTION CERTIFICATE

6. A monetary contribution is to be paid to Council, pursuant to section 80A(1) of the Environmental Planning and Assessment Act 1979 and the Port Stephens Section 94A Development Contributions Plan, related to the Capital Investment Value (CIV) of the development as determined in accordance with clause 25j of the *Environmental Planning and Assessment Regulation 2000* and outlined in the table below.

Capital Investment Value	Levy Rate (% of CIV)
Up to and including \$100,000	Nil
More than \$100,000 and up to and including \$200,000	0.5%
More than \$200,000	1%

The payment of the S94A contribution is to be accompanied by a Cost Summary Report Form (attached) setting out an estimate of the CIV in accordance with Schedule 1 of the Port Stephens Section 94A Development Contributions Plan, must be approved by Council prior to issue of the Construction Certificate. Where the estimated cost of carrying out the whole of the development is more than \$1,000,000, the Cost Summary Report Form must be completed by a Quantity Surveyor who is a registered Associate member or above, of the Australian Institute of Quantity Surveyors. This condition cannot be taken to be satisfied until a payment has been made in accordance with the CIV stated on a cost summary report submitted to Council in accordance with this condition.

Payment of the above amount shall apply to Development Applications as follows:

Building work only - **prior to issue of the Construction Certificate.**

7. **Prior to the issue of a Construction Certificate**, a geotechnical assessment of the site is to be undertaken to determine whether the development works will disturb Acid Sulfate Soils (ASS). Should ASS be encountered within the zone of works an ASS Management Plan is to be prepared by a suitably qualified engineer and submitted to the Certifying Authority for approval. The recommendations and/or mitigation measures contained within the Acid Sulfate Soils (ASS) Management Plan shall be complied with during works.
- 8A. Evidence that the required biobank credits, for impacts on ecological values resulting from vegetation removal, have been retired must be submitted to the Certifying Authority **prior to issue of the Occupation Certificate.**
9. The shared vehicle driveways, internal traffic aisles, pick up and drop off areas shall have a width to cater for design vehicle paths determined by Australian Standard AS2890 into and out of assigned parking spaces. This requirement will be met by providing vehicle swept paths utilising the 85th percentile turning circle as outlined in AS 2890.1: Off-street Car Parking. Additional vehicle swept paths

are required for the proposed bus route utilising turning circles for the 14.5m rigid bus turning templates.

A Construction Certificate cannot be issued until full details of the driveway and internal traffic aisles have been supplied to the Certifying Authority for assessment and determined to be satisfactory by the Certifying Authority.

10. The driveways, carparks and other ground level hardstand areas shall be graded to the street drainage network where practical or so that water runoff is shed to the approved stormwater drainage system. All ground surface collected stormwater overflows shall be dispersed as sheet flow at ground level in a manner that does not create concentrated or nuisance flows for nearby buildings or neighbouring properties.

The Construction Certificate cannot be issued until full details of driveway/carpark/hardstand area grading are provided to the Certifying Authority for assessment and determined to be satisfactory by the Certifying Authority.

11. The proposed permeable paving system, shall be installed, as per the manufacturer's specifications, across all approved hardstand areas in accordance with the approved plans. The permeable paving system shall be constructed and maintained so as to ensure permeability, allowing stormwater to infiltrate across its service, for the life of the development.

The Construction Certificate cannot be issued until full details of permeable paving methods are provided to the Certifying Authority for assessment and determined to be satisfactory by the Certifying Authority.

12. The following details of the stormwater drainage system conveyed to a Council approved point of discharge, are required prior to the issue of any Construction Certificate:
 - a. A detailed on site infiltration plan shall be prepared by a suitably qualified and experienced engineer to adequately infiltrate ground surface collected stormwater for all storm events up to and including the 1% Annual Exceedance Probability (AEP) event.
 - b. The design shall include details of the location (including levels), type and size of infiltration/detention systems, orifice, roof guttering (with gutter guards to prevent blockage), downpipes, pipes, pits and the boundary discharge point to the public drainage system for any system overflows.
 - c. Complete design calculations are to be provided demonstrating the system's capacity to contain/infiltrate concentrated stormwater run-off, via guttering and pipes suitably sized, with any emergency overflows to be directed to adjoining wetland.
13. Detailed engineering plans shall be submitted to Council or an accredited Private Certifier (with the appropriate category of accreditation) for approval **prior to issue of the Construction Certificate.**

The details shall be in accordance with this consent, the BCA, Council's Design and Construction Specifications, policies and standards, as a minimum and include but are not limited to:

- a. Structural details for any concrete or masonry drainage structures designed to withstand loadings from the design vehicle; and
- b. Structural details for boundary retaining walls.

CONDITIONS TO BE SATISFIED DURING THE DEMOLITION, EXCAVATION AND CONSTRUCTION PHASES

14. All civil engineering works shall be carried out in accordance with the Construction Certificate and Council's Design and Construction Specification, Policies and Standards, to the satisfaction of the Certifying Authority.
15. Construction work that is likely to cause annoyance due to noise is to be restricted to the following times:
 - Monday to Saturday, 7am to 5pm;
 - no construction work to take place on Sunday or Public Holidays.

When the construction site is in operation the L10 level measured over a period of not less than 15 minutes must not exceed the background by more than 10dB(A). All possible steps should be taken to silence construction site equipment.

16. It is the responsibility of the applicant to erect a PCA sign (where Council is the PCA, the sign is available from Council's Administration Building at Raymond Terrace or the Tomaree Library at Salamander Bay free of charge). The applicant is to ensure the PCA sign remains in position for the duration of works.
17. Civil Works within the development site are subject to:
 - a. inspection by Council, or the Certifying Authority;
 - b. testing by a registered NATA Laboratory; and
 - c. Approval by Council or the Certifying Authority at each construction stage as determined by Council's Design and Construction Specification, policies and standards.

CONDITIONS TO BE SATISFIED PRIOR TO ISSUE OF AN OCCUPATION CERTIFICATE

18. All civil engineering works shall be carried out in accordance with the Construction Certificate and Council's Design and Construction Specification, Policies and Standards, to the satisfaction of Council or the Certifying Authority **prior to issue of the Occupation Certificate.**

19. Submission of Works-As-Executed plans and accompanying report prepared and certified by a suitability qualified hydraulic engineer confirming all stormwater drainage systems are constructed in accordance with the approved plan.

Minor variations can be accepted providing they are clearly identified in the report and the hydraulic engineer certifies that site flow up to the 1% annual exceedance probability (AEP) rainfall event are conveyed from all roof areas on site to **a legal point of discharge**.

An Occupation Certificate cannot be issued until the Works-As-Executed plans and accompanying reports have been provided to the Certifying Authority for assessment and determined to be satisfactory by the Certifying Authority.

20. **Prior to the issue of a Final Occupation**, an Operation and Maintenance Plan for the stormwater system shall be prepared by a suitably qualified engineer, detailing a regular maintenance programme for infiltration and pollution control devices and porous pavements, covering inspection, cleaning and waste disposal, a copy of which shall be supplied to the owner/operator.
21. **Prior to the issue of a Final Occupation**, all disturbed public footpath areas shall be reinstated with graded compacted topsoil and turfed to the satisfaction of Council. Smooth transitions shall be made with adjoining property frontages and the top-soiling and grassing extended to suit.
22. **Prior to the issue of any Occupation Certificate**, 'No Parking' signage is to be installed at the access to the realigned bushfire trail connecting to the south-eastern end of the car park. The signage is to be so installed as to ensure access to the bushfire trail for emergency services vehicles at all time.
23. The applicant shall restore, replace or reconstruct any damaged sections of kerb and guttering, road pavement, stormwater, or any other public infrastructure located within the Road Reserve which results from construction activities, as determined by Council's Development Engineers or Civil Assets Engineer. The applicant shall bear all associated costs with restoring the public infrastructure to satisfaction of the Council.

An Occupancy Certificate shall not be issued until all necessary remediation and repair works have been completed to the satisfaction of Council.

CONDITIONS TO BE SATISFIED AT ALL TIMES

24. All ground surface collected stormwater overflows shall be dispersed as sheet flow at ground level in a manner that does not create concentrated or nuisance flows for nearby buildings or neighbouring properties.
25. The stormwater system, including any water quality or quantity components, shall be maintained in perpetuity for the life of the development.

26. Motor vehicles are only permitted to enter and leave the site in a forward direction. On site manoeuvring areas are to be kept clear for this purpose.
27. Fencing around the carpark should not compromise the potential for safe movement of koalas across the site. Boundary fences must include either:
 - a) Fences where the bottom of the fence is a minimum of 200mm above ground level that would allow koalas to move underneath; or
 - b) Fences that facilitate easy climbing by koalas; for example, sturdy chain mesh fences, or solid style fences with timber posts on both sides at regular intervals of approximately 20m; or
 - c) Open post and rail or post and wire (definitely not barbed wire on the bottom strand).
28. The stormwater management and filtration area is to be managed to ensure:
 - a) no runoff of surface waters into the adjacent biobank site; and
 - b) no impact on water quality of receiving waters within the adjacent biobank site.

SCHEDULE 2

RIGHT OF APPEAL

If you are dissatisfied with this decision:

- a review of determination can be made under Section 82A of the Act, or
- a right of appeal under Section 97 of the Act can be made to the Land and Environment Court within six (6) months from the date on which that application is taken to have been determined.

NOTES

- This is not an approval to commence work. Building works cannot commence until a construction certificate is issued by Council or an accredited certifier.
- Consent operates from the determination date. For more details on the date from which the consent operates refer to section 83 of the Environmental Planning and Assessment Act 1979.
- Development consents generally lapse five years after the determination date, however different considerations may apply. For more details on the lapsing date of consents refer to section 95 of the Environmental Planning and Assessment Act 1979.

HOW TO READ MODIFIED CONDITIONS

The following conventions are used within this modified condition set:

- New conditions will generally be added to the end of the existing condition set and will be subsequently numbered. If a condition is added within the existing condition set, it will be suffixed with the appendage .1. For example if a new condition is to be added after existing condition 12, the new condition will be condition 12.1. If a second condition is to be added, it will be condition 12.2 and so on;
- The condition number of an amended condition is suffixed with the letter A. For example if condition 4 is amended, it becomes condition 4A. If the condition is amended a second time, it will become condition 4B and so on; and
- If a condition is deleted, the condition number will remain within the condition set with only the text 'CONDITION DELETED UNDER (DA REFERENCE NUMBER)' shown.

Should you have any questions about how to interpret this modified condition set, please contact Council.



Firebird ecoSultants Pty Ltd
ABN-16 105 985 993

Appendix E - Licence agreement with Port Stephens Council



PORT STEPHENS

C O U N C I L

DEED OF COMMERCIAL LICENCE

St Philip's Christian Education Foundation Ltd T/A

St Philip's Christian College, Port Stephens

PSC2007-0856

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DEED OF COMMERCIAL LICENCE

DEED IN RELATION TO PART OF 100 SALAMANDER WAY SALAMANDER BAY (BEING PART LOT 21 IN 1044009)

Date

This Licence is dated the 13th day of July 2016

Parties

This Licence is made between and binds the following parties:

1. **Port Stephens Council** ABN 16 744 377 876
of 116 Adelaide Street, Raymond Terrace NSW 2324 (Us)
2. **St Philip's Christian Education Foundation Ltd T/A St Philip's Christian College,
Port Stephens** ABN 34 002 919 584
182 SALAMANDER WAY, SALAMANDER BAY NSW 2317 (You)

CONTEXT

This Licence is made in the following context:

- A. We are the owner of the Land
- B. We have agreed to grant and you have agreed to accept a licence in respect of the Premises on the terms and conditions contained in this Licence.

OPERATIVE PROVISIONS

In consideration of the mutual promises contained in this document, the parties to this Licence agree as follows:

1. GRANT OF LICENCE

- 1.1. Subject to this Licence, we will allow you during the Term in Item 7 to use the Premises in Item 4 during the Hours of Access in Item 6 for the Permitted Use in Item 5.
- 1.2. You must not use, or allow to be used; the Premises for any purpose other than the Permitted Use in Item 5.

2. TERM

- 2.1. The Licence begins on the Commencement Date in Item 8. It ends at midnight on the Termination Date in Item 9.

3. INTENTIONALLY DELETED

4. LICENCE FEE

- 4.1. You must pay us the Licence Fee in Item 10 annually, in advance, on or before the anniversary of the Commencement Date in Item 8. If the Licence begins or ends part way through a month, you will pay a proportional part of the Licence fee.

5. PAYMENT OF GST

5.1. Recovery of GST

If one party (supplying party) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (receiving party) must also pay an amount (GST amount) equal to the GST payable in respect of that supply.

5.2. Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.

5.3. Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (payee) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit, but will be increased under clause 5.1 if the payment is consideration for a taxable supply.

5.4. Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 5.1 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

5.5. Time limit on payment of the GST amount

Notwithstanding any other provision in this Licence, the receiving party is not required to pay the GST amount referred to in clause 5.2 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:

- a. the first calendar month in which any of the consideration for the supply (or the periodic or progressive component of the supply) is

provided; or

- b. if an invoice is issued prior to the provision of any of the consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

5.6. Interpretation

In this Licence:

- a. terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and
- b. consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonable and
- c. in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

6. LICENCE FEE REVIEW

- 6.1. The Licence Fee will increase annually by 3% on each anniversary of the Commencement Date.

7. OUTGOINGS

- 7.1. You must pay your share of Outgoings
- 7.2. You must pay us the percentage share of Outgoings specified in Item 11. We will notify you from time to time of your share of Outgoings and you must pay us within 7 days of our notice.

8. YOU MUST PAY FOR SERVICES TO THE PREMISES

- 8.1. You must pay on time for all services supplied to the Premises, including water, electricity, gas and telephone.

9. YOU MUST PAY OUR LEGAL AND OTHER COSTS

- 9.1. You will pay the legal costs of and incidental to the negotiations, preparation and execution of this Licence.
- 9.2. You will pay our reasonable costs of considering your request for our approval or consent where that approval or consent is required under this Licence.

10. YOU MUST PAY INTEREST ON OVERDUE MONEY

- 10.1. You must pay us interest at the Westpac Indicator Lending Rate on any Licence Fee or other money due but unpaid for fourteen days (14) of receipt of the notice from you notifying that the Licence Fee or other money is due but unpaid.
- 10.2. Interest will be calculated upon, and accrue on, a daily basis. Interest will be calculated on any unpaid money from the day the unpaid money was due until the day it is paid in full.

11. BANK GUARANTEE

- 11.1. If Item 15 provides for a Bank Guarantee, you must provide us on or before the Commencement Date with an unconditional Bank Guarantee in our favour for the amount specified in Item 15.

12. SECURITY DEPOSIT

- 12.1. If Item 15 provides for a Security Deposit, you must pay us the sum specified in Item 15 on or before the Commencement Date. We will deposit the Security Deposit in an interest bearing account in our name for the duration of the Licence. The interest will be accumulated and added to the amount held as the Security Deposit and credited to you.

13. USE OF BANK GUARANTEE/SECURITY DEPOSIT

- 13.1. We may use the security amount specified in Item 15 (and any accrued interest) to recover our loss due to your breach. You must immediately replace any amount used. When the Licence ends and you have vacated the Premises we must promptly refund you any part of the above security amount not needed to recover our loss.

14. COMPLIANCE WITH LAWS

- 14.1. You must comply with all laws applicable to the Premises, your use of the Premises or this Licence.

15. USE OF PREMISES

- 15.1. You must not use the Premises in a manner, which creates a nuisance or significantly or adversely interferes with other users of the Land or adjoining properties.

16. RISK AND INSURANCE

- 16.1. You must have current insurance for:

- a. public liability insurance for at least the amount set out in Item 13;
 - b. workers compensation (including coverage for voluntary workers);
 - c. fixtures and fittings installed by you in the Premises for the full replacement value; and
 - d. other insurances required by law or reasonably required by us.
- 16.2. You must ensure that all insurance policies to be taken out under clause 16.1:
- a. have no exclusions, endorsements or alterations unless first approved in writing by us; and
 - b. are taken out in your name and our name, for each party's respective rights and interests.
- 16.3. If we ask, you must give us evidence of the insurance.
- 16.4. You must not do anything that we notify you may make our insurance invalid or able to be cancelled, or that may increase our insurance premium.

17. DEALING WITH THE PREMISES

- 17.1. You must obtain our consent, which must not be unreasonable denied or delayed, before you deal with the Premises (such as assigning, sharing or licensing it) other than to a related body corporate as defined in the Corporations Act 2001 (Cth), Commonwealth department or body, or a corporation which has the provision of telecommunications services as a function, and in each of these case our consent will not be required.

18. MAINTAINING THE PREMISES

- 18.1. You must keep the Premises clean and tidy.
- 18.2. You must keep the Premises in good condition, except for fair wear and tear, including carrying out any repairs or fixing any damage you cause. You need not make structural repairs to the Premises unless they are required because of your use of the Premises, your negligence or your breach of this Licence.
- 18.3. You must not make any alteration or addition to the Premises without our consent, which consent must not be unreasonable denied or delayed.

19. INTENTIONALLY DELETED

20. WHAT YOU RELEASE AND INDEMNIFY US FROM

- 20.1. You are liable for and indemnify us against all actions, loss or damage incurred or suffered directly by the us and directly caused or contributed to (to the extent of your contribution) by the following:
- a. your negligent acts and omissions or the negligent acts and omissions of your employees and agents acting within the scope of their authority; or
 - b. the overflow or leakage of water into or from the Premises or fire on or from the Premises caused by your negligence; or
 - c. a breach of this Licence by you.
- 20.2. The indemnity provided by you under this clause 20.1 will not exceed \$20 million per event and in the aggregate.
- 20.3. Your liability to indemnify us under this clause 20.1 must be reduced proportionately to the extent that our act or omission contributed to the liability, loss, damage, costs or expenses.
- 20.4. In defending or settling any claim, action or demand the subject of an indemnity under this clause 20.5, then we must follow your reasonable instructions.
- 20.5. We must not settle any claim, action or demand the subject of an indemnity under this clause 20 without obtaining your prior consent, and we must take reasonable steps to mitigate any liability, loss, damage, costs or expenses including taking reasonable court action to defend any claim, action or demand made against us.

21. RESERVATION OF RIGHTS

- 21.1. You only have a personal right of occupation on the terms set out in this Licence and you do not have an interest in the Land. The legal right to possession and control over the Premises remains vested in us throughout the term of this Licence.
- 21.2. Subject to the above, we will not interfere with your reasonable use and enjoyment of the Premises during the term of this Licence.

22. GIVING OUR CONSENT OR APPROVAL

- 22.1. Unless otherwise stated in this Licence, we will not unreasonably withhold or delay any consent or approval under this.

23. TERMINATION OF LICENCE FOR BREACH OR INSOLVENCY

- 23.1. We may end this Licence immediately by giving notice to you if:
- a. you breach any term of this Licence and fail to remedy that breach within 30 days of receiving a notice from us requiring the breach to be remedied; or
 - b. you go into bankruptcy or liquidation, have a receiver, receiver and manager, administrator or similar person appointed, if you enter into a scheme of arrangement with creditors or you are unable to pay your debts as and when they fall due.
- 23.2. If this Lease is ended under clause 23.1, we are entitled to retain the proportion of the Licence Fee already paid in advance.

24. INTENTIONALLY DELETED

25. LIABILITY OF GUARANTOR

- 25.1. The Guarantor agrees that the Guarantor (if one is set out in Item 14) is liable to us if you or any person, to whom you assign this Licence, breaches the Licence. The Guarantor agrees to pay us any money for our loss due to the breach.
- 25.2. The Guarantor is liable:
- a. even if we do not sue you; or
 - b. even if the Licence is varied; or
 - c. even if the Guarantor has not signed this Licence; or
 - d. even after this Licence ends - for any breach that occurred before the Licence ended or arose out of the Licence ending.

26. NOTICES

- 26.1. A notice required by this Licence:
- a. must be in writing and signed on behalf of the person giving it and addressed to the person to whom it is given; and
 - b. either:
 - i. delivered by hand, sent by facsimile or sent by post in a prepaid letter sent to that person's address set out in Item 1 in case of a notice sent to us and Item 2 in the case of a notice sent to you, (or such other addresses as have been notified), or

- ii. sent by email to that person's email address or email addresses (where they are specified in the Reference Schedule, or as notified to the other party in writing from time to time). Where more than one email address is specified, the notice, consent or other communication must be sent to all specified email addresses.

26.2. A notice, consent or other communication that complies with this clause is regarded as given and received:

a. where it is given by email:

- i. if delivered by 5.00 pm on a Business Day at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
- ii. if delivered after 5.00 pm on a Business Day or on a day that is not a Business Day- on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email,

b. where it is sent by mail:

- i. within Australia 3 Business Days after posting; or
- ii. to or from a place outside Australia, 7 Business Days after posting,

c. we may serve a notice on a Guarantor by:

- li. giving it to the Guarantor personally; or
- ii. leaving it at, or posting it to, or faxing it to the Guarantor's registered office or last known business address.

26.3. Entire Agreement

This Licence is the entire agreement between the parties concerning the subject matter.

26.4. Governing Law

This Agreement is governed by the laws of New South Wales.

26.5. Individual and Joint liability

If two or more people are described in Item 2 (you) or Item 14 (Guarantor), each person described in the item is liable for the obligations individually and together for each other person in that item.

26.6. Saturdays, Sundays or public holidays

Anything required to be done on a Saturday, Sunday or public holiday in New South Wales may be done on the next business day.

26.7. Interpretation

- a. When this Licence requires anything not to be done, this includes not allowing or permitting the thing to be done.
- b. A word or expression in the singular includes the plural - and the plural includes the singular.
- c. A person includes an individual and a corporation.
- d. Examples are descriptive only, and not exhaustive.
- e. A reference to an Item means an Item of the Reference Schedule.

26.8. Severability

If any provision of this Licence is prohibited or un-enforceable in any jurisdiction, such prohibition or un-enforceability will not invalidate the remaining provisions of the Licence in that jurisdiction not the subject provision in any other jurisdiction.

27. DEFINITIONS

27.1. In This Licence

"Business Day" means a day that is not a Saturday, Sunday or public holiday in New South Wales.

"you or your" means a person described in Item 2, and where relevant, includes your employee or agent; "We,

"us, our" means Port Stephens Council.

"Item" means an item in the Licence;

"Land" means the land in Item 3;

"Licence" means this Deed of Car Park Licence and includes all Schedules;

"Month" means a calendar month;

"Outgoings" means all costs, expenses and outgoings payable or incurred by us in relation to the Land and Premises (other than capital costs (except for sinking fund contributions) and depreciation) as well as all water and Council rates for the Land and the Premises;

"Premises" means the premises described in Item 4 and includes our property within the Premises; and

"your Employees and Agents" means your employees, agents, contractors, sub-contractors, consultants, trustees and other persons on the Premises with your express or implied consent or invitation.

28. SPECIAL CONDITIONS

The following are special conditions which have been agreed to and form part of this Licence agreement:

- 28.1. There is a fire trail accessed from a point approximately central to the Land. As part of works in preparing for the entering into of this agreement, Port Stephens Council will relocate the entry gate so as to locate it adjacent to the south eastern corner of the Licensed Land.
- 28.2. It is a condition of this Licence that the Licensee ensures that free and clear vehicular access is maintained to this gate on a 24 hour basis seven days a week.
- 28.3. The Licensee recognises that the Property Services Section of Council is the designated Property Owner in this matter and acts as such. In relation to planning matters and consents, Port Stephens Council is the Consent Authority and all development applications are dealt with separately by the Development Assessment and Compliance Section.
- 28.4. Owner's consent is required before any development of the land is undertaken.
- 28.5. In addition to Owner's Consent, Development Consent will be required to develop the land and will require the lodgement of a development application with Council as the consent authority.
- 28.6. The licensed area is bounded on the western boundaries by the balance of Lot 21 DP 1044009. The Licensee acknowledges that all areas to the west of the licensed area have been registered with the Office of Environment & Heritage (O.E.H.) as a biodiversity site, the site contains environmentally sensitive vegetation.
- 28.7. The Licensee warrants that throughout the duration of the licence, it will not encroach beyond the boundary of the licensed area, any infrastructure whatsoever.
- 28.8. The Licensee acknowledges that access into the biodiversity site from the licensed area is not permitted.
- 28.9. The Licensee should consider fencing the western boundary.
- 28.10. The Licensee acknowledges that there are a number of easements located within the licensed area that include in-ground services, provided on the topographical survey by North Point Surveys attached at Annexure C.
- 28.11. The Licensee acknowledges there is a Right of Carriageway burdening part of Lot 21 and Lot 23 in DP 1044009 that benefits Lot 22 DP 1044009.

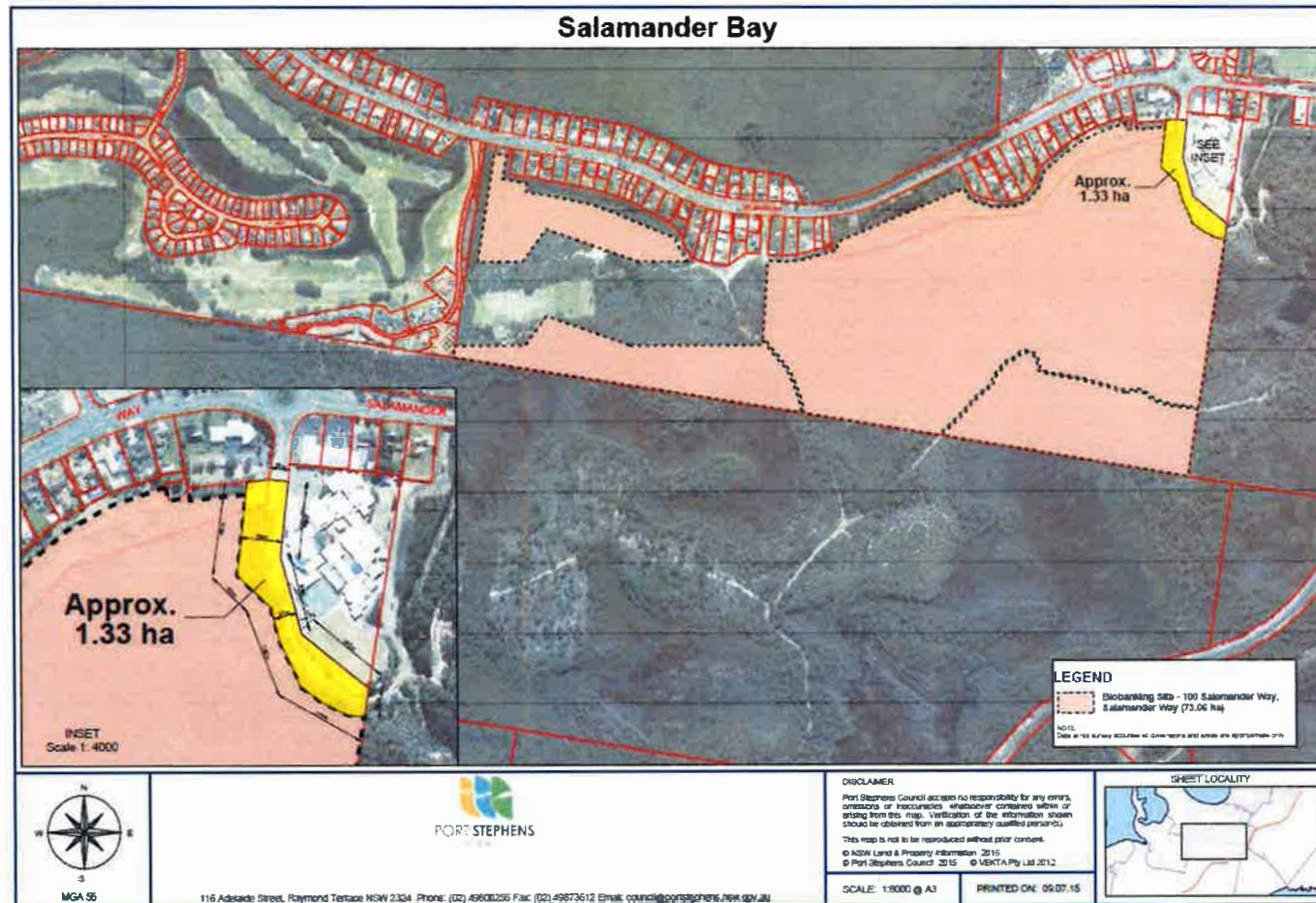
- 28.12. It is a condition of this Licence that the Licensee ensures that free and clear vehicular access is maintained along this Right of Carriageway on a twenty four (24) hour basis seven (7) days a week.
- 28.13. The Licensor and the Licensee enter into this Deed of Commercial Licence with the full understanding that it will not take effect and is subject to approval of a Development Consent being issued for the permitted use on terms acceptable to both parties.

ANNEXURE A - REFERENCE SCHEDULE

1.	LICENSOR	PORT STEPHENS COUNCIL 116 Adelaide Street, Raymond Terrace NSW 2324
2.	LICENSEE	St Philip's Christian Education Foundation Ltd T/A St Philip's Christian College, Port Stephens 182 Salamander Way, Salamander Bay NSW 2317
3.	LAND	Being Part of Lot 21 IN DP 1044009 known as 100 Salamander Way, Salamander Bay NSW 2317; and Part of Lot 23 in DP 1044009 known as 174A Salamander Way, Salamander Bay NSW 2317
4.	PREMISES	An area of approximately 1.33 ha (13,300 m ²) and being part of the Land shown hatched on the plan attached at Annexure B.
5.	PERMITTED USE	Construction and maintenance of an area for car parking and playing fields.
6.	HOURS OF ACCESS	24 hours per day, 7 days per week
7.	TERM OF LICENCE	Twenty - one (21) years
8.	COMMENCEMENT DATE	Commencement Date to be inserted in the Reference Schedule upon issue/approval of the Development Consent for the permitted use.
.....		
9.	TERMINATION DATE	21 Years from the Commencement Date
10.	LICENCE FEE	\$4,885.00 per annum excluding GST, Payable annually in advance
11.	OUTGOINGS	Not applicable
12.	REVIEW DATES	annual review of 3.00% on each anniversary of the commencement date
13.	PUBLIC RISK INSURANCE	\$20 million. A copy of the Certificate of currency or copy of Policy provided on or before Commencement Date. <i>Port Stephens Council is to be noted as an interested party on the policy.</i>
14.	GUARANTORS	Not Applicable
15.	BANK GUARANTEE/	Not Applicable

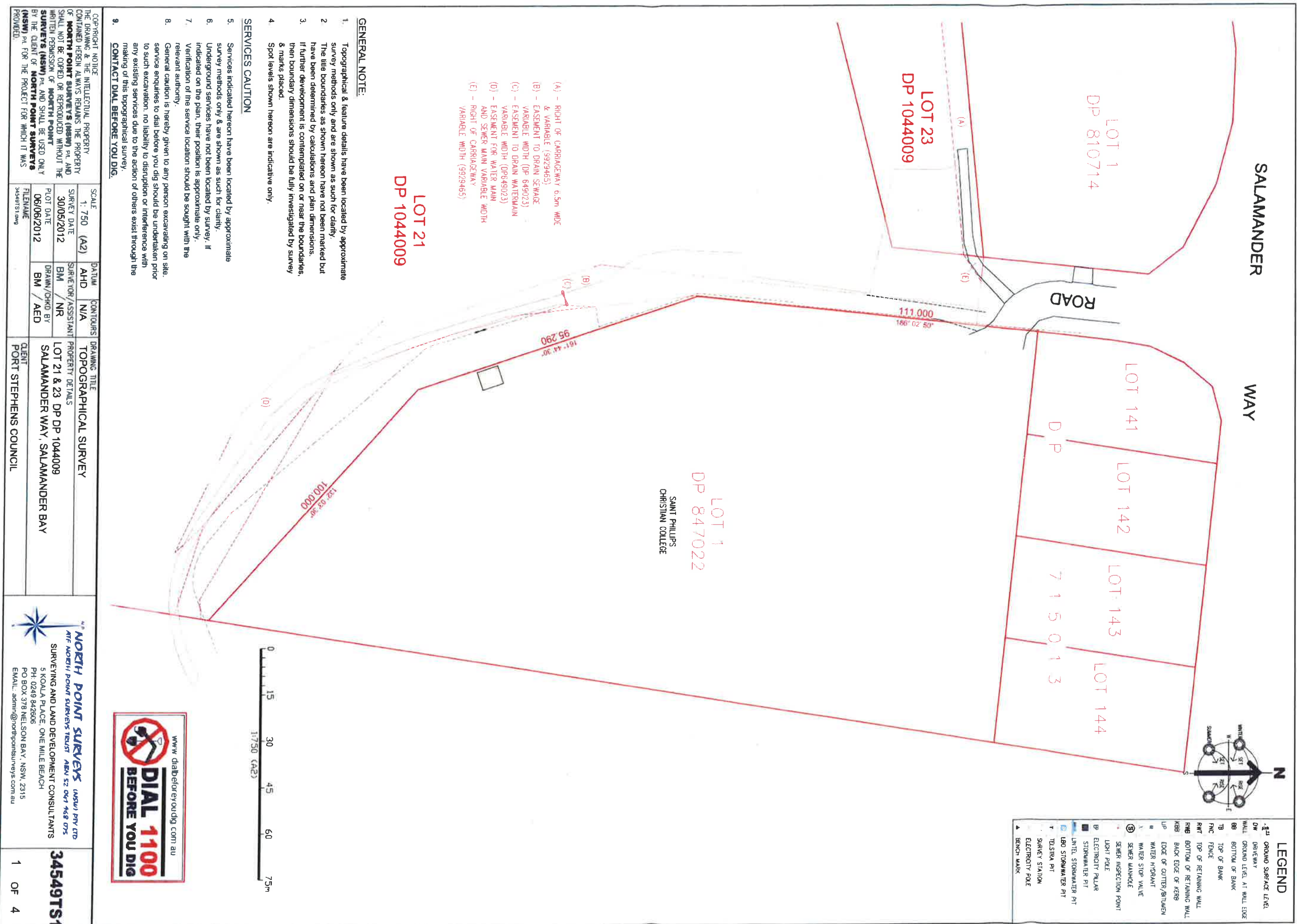
ANNEXURE B - PLAN OF PREMISES

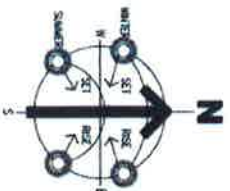
Licence of - an area of approximately 13,300 m² LOT 21 IN DEPOSITED PLAN 1044009 being part of the land shown shaded in yellow on the plan below:



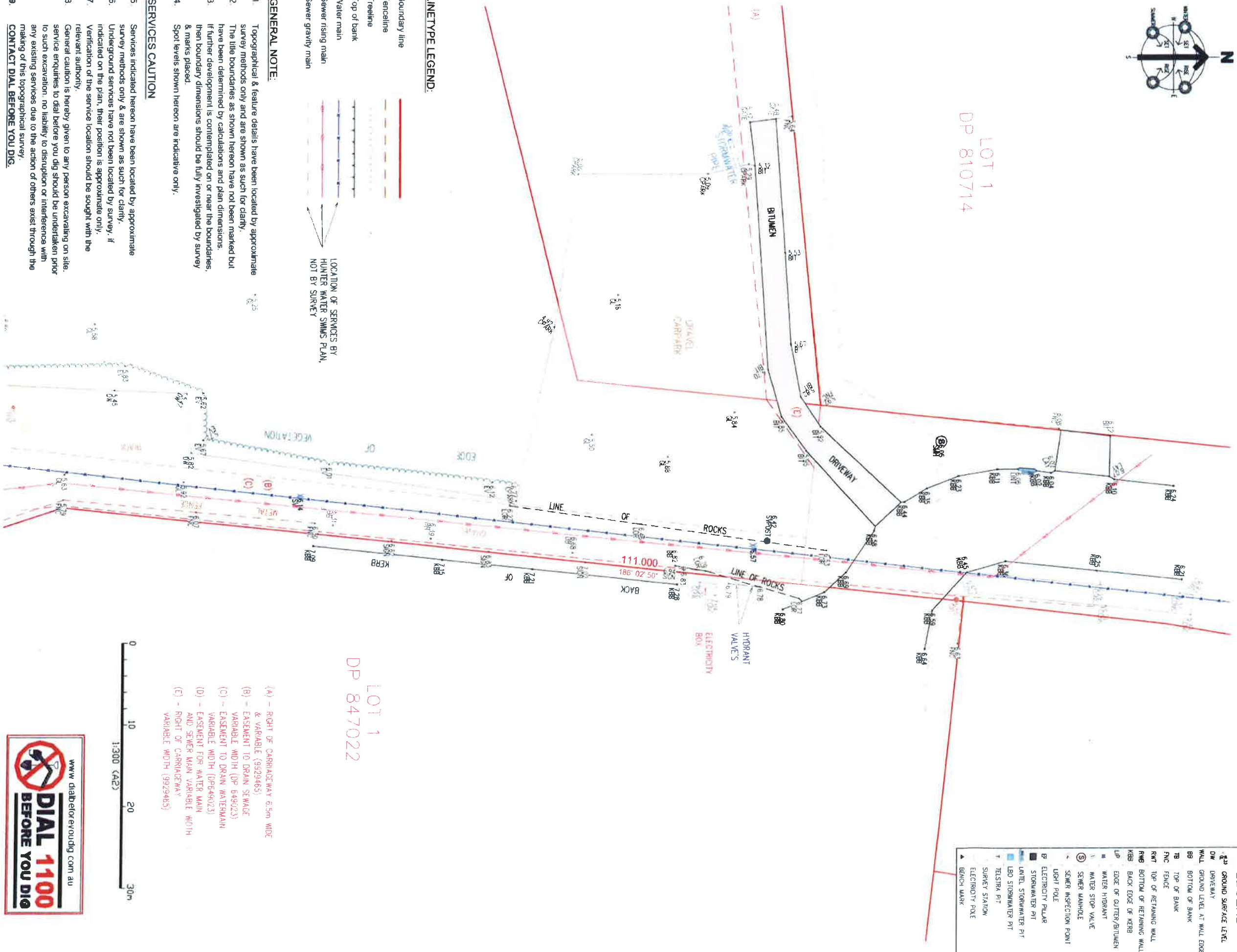
ANNEXURE C - TOPOGRAPHICAL SURVEY PLANS

As per item 28.10 of the Special Conditions within the Licence Agreement





LOT 1
DP 810714



LOT 1
DP 847022

(A) - RIGHT OF CARRIAGEWAY 6.5m WIDE
& VARIABLE (9929465)
(B) - EASEMENT TO DRAIN SEWAGE
VARIABLE WIDTH (DP 849023)
(C) - EASEMENT TO DRAIN WATERMAIN
VARIABLE WIDTH (DP 849023)
(D) - EASEMENT FOR WATER MAIN
AND SEWER MAIN VARIABLE WIDTH
(E) - RIGHT OF CARRIAGEWAY
VARIABLE WIDTH (9929465)

0 10 20 30m
1:300 (A2)



NORTH POINT SURVEYS (NSW) PTY LTD
SURVEYING AND LAND DEVELOPMENT CONSULTANTS
5 KOALA PLACE, ONE MILE BEACH
PH. 0249 842806
PO BOX 378 NELSON BAY, NSW, 2315
EMAIL: admin@northpointsurveys.com.au

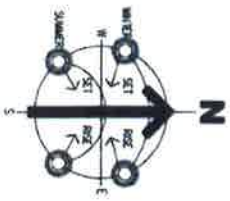
34549TS1
2 OF 4

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PROVIDED.

SCALE 1:300 (A2)
DATE 30/05/2012
PLOT DATE 06/06/2012
FILENAME 34549TS1.dwg

DRAWING TITLE TOPOGRAPHICAL SURVEY
SURVEYOR/ASSISTANT BM / NR
DRAWN/CHECKED BY BM / AED

CLIENT PORT STEPHENS COUNCIL



LOT 21
DP 1044009

- (A) - RIGHT OF CARRIAGEWAY 6.5m WIDE
& VARIABLE (9929465)
(B) - EASEMENT TO DRAIN SEWAGE
VARIABLE WIDTH (DP 649023)
(C) - EASEMENT TO DRAIN WATERMAIN
VARIABLE WIDTH (DP649023)
(D) - EASEMENT FOR WATER MAIN
AND SEWER MAIN VARIABLE WIDTH
(E) - RIGHT OF CARRIAGEWAY
VARIABLE WIDTH (9929465)

LINE TYPE LEGEND:

- Boundary line
Fence line
Treeline
Top of bank
Water main
Sewer rising main
Sewer gravity main



LOCATION OF SERVICES BY
HUNTER WATER SWIMS PLAN,
NOT BY SURVEY

GENERAL NOTE:

1. Topographical & feature details have been located by approximate survey methods only and are shown as such for clarity.
2. The title boundaries as shown hereon have not been marked but have been determined by calculations and plan dimensions.
3. If further development is contemplated on or near the boundaries, then boundary dimensions should be fully investigated by survey & marks placed.
4. Spot levels shown hereon are indicative only.

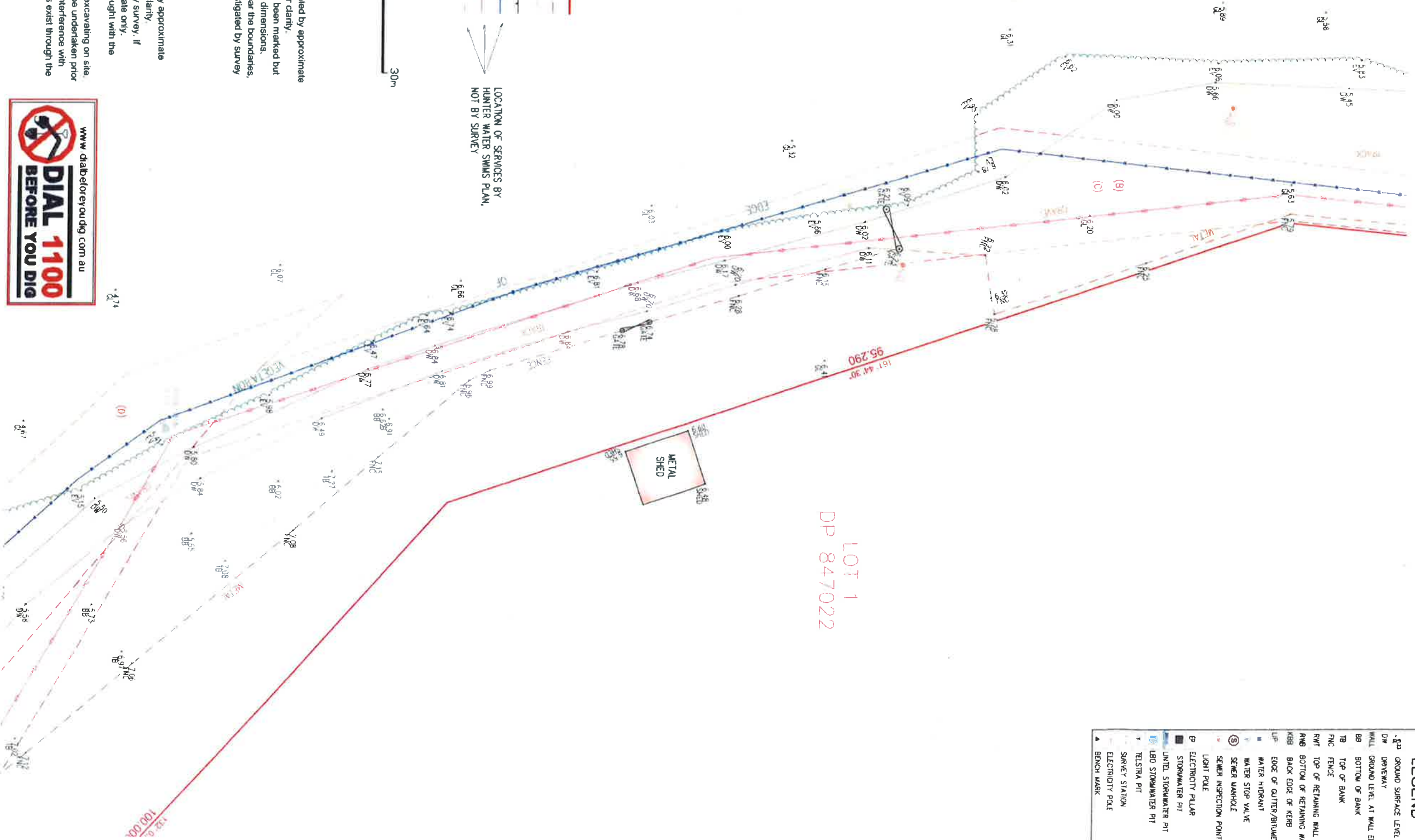
SERVICES CAUTION

5. Services indicated hereon have been located by approximate survey methods only & are shown as such for clarity.
6. Underground services have not been located by survey. If indicated on the plan, their position is approximate only.
7. Verification of the service location should be sought with the relevant authority.
8. General caution is hereby given to any person excavating on site, service enquiries to dial before you dig should be undertaken prior to such excavation, no liability to disruption or interference with any existing services due to the action of others exist through the making of this topographical survey.
9. **CONTACT DIAL BEFORE YOU DIG.**



LEGEND	
GROUND SURFACE LEVEL	
DRIVEWAY	
WALL GROUND LEVEL AT WALL EDGE	
BB BOTTOM OF BANK	
TR TOP OF BANK	
FNC FENCE	
RWT TOP OF RETAINING WALL	
RWB BOTTOM OF RETAINING WALL	
KRB BACK EDGE OF KERB	
EDGE OF GUTTER/BITUMEN	
WATER HYDRANT	
WATER STOP VALVE	
SEWER MANHOLE	
SEWER INSPECTION POINT	
LIGHT POLE	
ELECTRICITY PILLAR	
STORMWATER PIT	
UNTEL STORMWATER PIT	
LEO STORMWATER PIT	
TESTIRA PIT	
SURVEY STATION	
ELECTRICITY POLE	
BENCH MARK	

LOT 1
DP 847022



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(NSW) PTY LTD FOR THE PROJECT FOR WHICH IT WAS
PROVIDED.

SCALE	DATE	AHD	CONTOURS	DRAWING TITLE
1:300 (A2)	30/05/2012	N/A		TOPOGRAPHICAL SURVEY
	06/06/2012	BM / NR		LOT 21 & 23 DP 1044009
		BM / AED		SALAMANDER WAY, SALAMANDER BAY

NORTH POINT SURVEYS (NSW) PTY LTD
ATF NORTH POINT SURVEYS TRUST ABN 52 041 746 975
SURVEYING AND LAND DEVELOPMENT CONSULTANTS
5 KOALA PLACE, ONE MILE BEACH
PH: 0249 842606
PO BOX 378 NELSON BAY, NSW, 2315
EMAIL: admin@northpointsurveys.com.au

34549TS1
3 OF 4

ANNEXURE D - DEPOSITED PLANS

Deposited Plans identified in items 28.11 and 28.12 of the Special Conditions within the Licence Agreement.

PLAN FORM 2

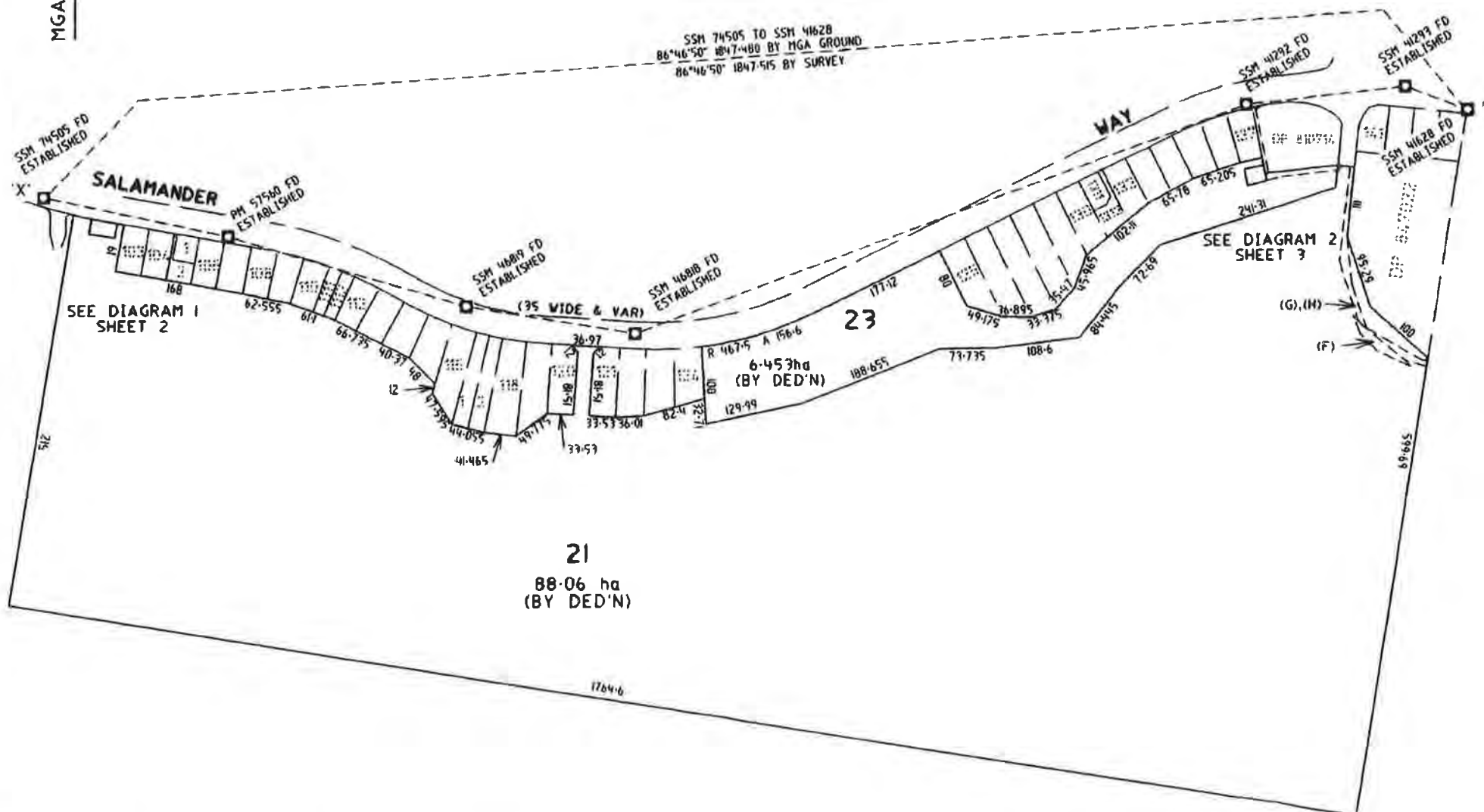
Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY

G.N.

MGA ZONE 56

PM CONNECTIONS	
SSM 74505 TO PM 57560	
102°05'08" 244-447 MGA GRND	
102°05'06" 244-433 BY ME	
PM 57560 TO SSM 46819	
106°34'54" 321-138 MGA GRND	
106°34'26" 321-668 BY ME	
SSM 46819 TO SSM 46818	
99°24'55" 220-07 MGA GRND	
99°25'12" 220-01 BY ME	
SSM 46818 TO SSM 41292	
69°48'53" 843-068 MGA GRND	
69°48'54" 843-081 BY ME	
SSM 41292 TO SSM 41293	
83°55'47" 210-213 MGA GRND	
83°57'29" 210-226 BY ME	
SSM 41293 TO SSM 41628	
10°49'57" 85-893 MGA GRND	
10°47'11" 85-843 BY ME	



HUNTER WATER CORPORATION
SALAMANDER SEWERAGE

Crown Lands Office Approval

PLAN APPROVED *[Signature]*
Authorized Officer

Land District *[Signature]*
Paper No. *[Signature]*
Field Book *[Signature]*

Subdivision Certificate

I hereby certify that the provisions of s.10B of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

subdivision or "new road"

Authorized Person/General Manager/Accredited Certifier

Consent Authority: *[Signature]*

Date of endorsement: *[Signature]*

Accreditation no: *[Signature]*

Subdivision Certificate no: *[Signature]*

File no: *[Signature]*

Note: This plan is to be lodged electronically in the Land Titles Office. It should include a signature in an electronic or digital format approved by the Registrar-General.

Delete whichever is applicable

SURVEYORS (PRACTICE) REGULATION 2001 - CLAUSE 32(2)

MARK	MGA COORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
SSM 74505	414820-943	6377301-113	56	B	U
PM 57560	415059-898	6377249-949	56	B	U
SSM 46819	415367-585	6377158-330	56	B	U
SSM 46818	415584-669	6377122-332	56	B	U
SSM 41292	416375-109	6377413-147	56	B	U
SSM 41293	416584-677	6377435-370	56	A	I
SSM 41628	416664-929	6377404-833	56	B	U

SOURCE : MGA COORDINATES ADOPTED FROM SCIMS ON 7 JUNE 2002
COMBINE SCALE FACTOR : 0.9996865

- (A) PROPOSED RIGHT OF CARRIAGEWAY 6.5 WIDE AND VARIABLE
- (B) PROPOSED RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (C) PROPOSED EASEMENT FOR SEWERMAIN AND EASEMENT FOR SERVICES VARIABLE WIDTH
- (D) PROPOSED EASEMENT FOR SEWERMAIN AND EASEMENT FOR SERVICES 4 WIDE
- (E) PROPOSED EASEMENT FOR SERVICES VAR WIDTH
- (F) EASEMENT FOR WATERMAIN AND SEWERMAIN VARIABLE WIDTH (DP 819078)
- (G) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 649023 DEALING 0388479)
- (H) EASEMENT FOR WATERMAIN VARIABLE WIDTH (DP 649023 DEALING 0388479)

DP1044009

Registered 6-9-2002

Title System: TORRENS

Purpose: ACQUISITION (NOT A
CURRENT PLAN - SEC. 7A
CONVEYANCING ACT, 1919)

Ref. Map: 21072-5 21072-6

Last Plan: DP810714 DP847022

PLAN

OF SUBDIVISION OF LOT 2 D.P.810714
AND LOT 2 D.P.847022 AND PROPOSED
EASEMENTS WITHIN LOT 1 D.P.810714

Lengths are in metres. Reduction Ratio 1: 5000

L G A PORT STEPHENS

Suburb: SALAMANDER BAY

Parish: TOMAREE

County: GLOUCESTER

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

Surveyors (Practice) Regulation 2001

PETER BARTLETT

of HUNTER WATER AUSTRALIA

a surveyor registered under the Surveyors Act, 1920, certify
that the survey represented in this plan is accurate, has
been made in accordance with the Surveyors (Practice)
Regulation 2001 and was completed on 23 JULY 2002.

The survey relates to LOTS 20 AND 22
(here specify the land actually surveyed, or specify any land
shown in the plan that is not the subject of the survey)

Datum Line: "X" - "Y"

Type: Suburban/County

Dated: 26/07/2002

(Signature) *[Signature]*
Surveyor registered under
the Surveyors Act 1920

Plans used in preparation of survey/compilation

DP 270021 DP 1035039
DP 715013 DP 1036838
DP 731879 DP 1040028
DP 810714 DP 1040168
DP 819078
DP 847022

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

LOTS 20 & 22 TO BE
COMPULSORILY ACQUIRED

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Annexure D - Deposited Plans - Page 22

G.N.

MGA ZONE 56

DP1044009

Registered  06 09 2002This is sheet 2 of my plan in 3 sheets
dated

26/07/2002

P. Bartlett

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets
covered by Subdivision Certificate No.
of

Authorised Person/General Manager/Accredited Certifier

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

PLAN AMENDED BY PETER BARTLETT 29/08/2002

OFFICE USE ONLY

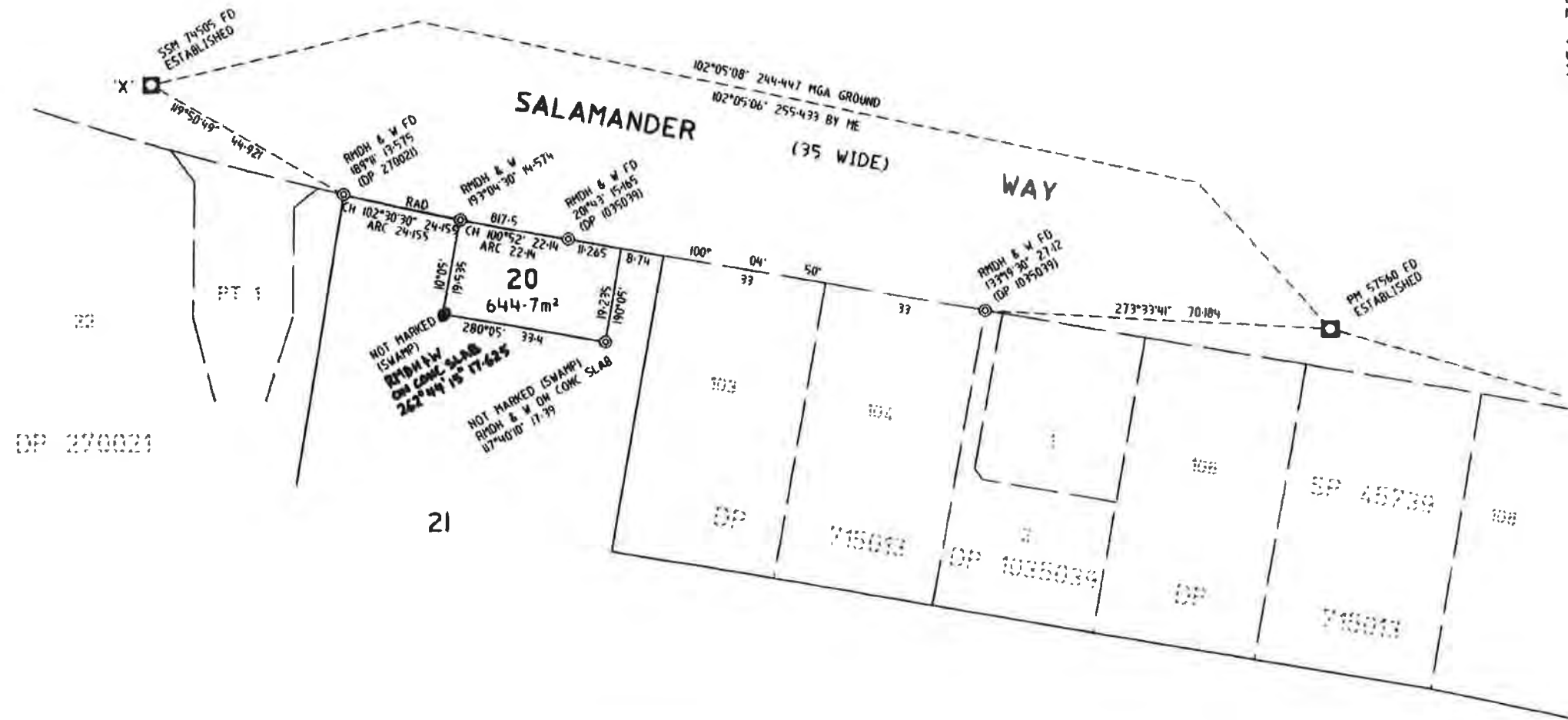


DIAGRAM 1

G.N.

MGA ZONE 56

SALAMANDER

(VAR WIDTH)

WAY

ROAD (22 WIDE)

SEE DIAGRAM 3

DIAGRAM 2

- (A) PROPOSED RIGHT OF CARRIAGEWAY 6.5 WIDE AND VARIABLE
 (B) PROPOSED RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 (C) PROPOSED EASEMENT FOR SEWERMAIN AND EASEMENT FOR SERVICES VARIABLE WIDTH
 (D) PROPOSED EASEMENT FOR SEWERMAIN AND EASEMENT FOR SERVICES 4 WIDE
 (E) PROPOSED EASEMENT FOR SERVICES VAR WIDTH
 (F) EASEMENT FOR WATERMAIN AND SEWERMAIN VARIABLE WIDTH (DP 819078)
 (G) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 649023 DEALING 0388479)
 (H) EASEMENT FOR WATERMAIN VARIABLE WIDTH (DP 649023 DEALING 0388479)

SHORT LINE TABLE

No.	Bearing	Distance	Arc	Radius
1	(80°08'45")	(12.7)	(12.7)	432.5
2	(96°02'40")	(7.65)		

Plan Drawing only to appear in this space

Annexure D - Deposited Plans - Page 24

DP1044009

Registered 26.09.2002

This is sheet 3 of my plan in 3 sheets
dated 26/07/2002

P. Bailett

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets
covered by Subdivision Certificate No. of

Authorized Person/General Manager/Accredited Certifier

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

OFFICE USE ONLY

Reduction Ratio 1: 800


SURVEYOR'S REFERENCE EB9035

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

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B Mackenzie
Mayor
BRUCE MACKENZIE

22


Executive Principal
GRAEME IRWIN



Firebird ecoSultants Pty Ltd
ABN-16 105 985 993

Appendix F- Licence Agreement Crown lands adjoining the St Phillips Childcare Centre at Salamander Bay (Lot 533 DP822120)



File Reference: 15/02033
Account No: RI 548404

PO Box 2215, DANGAR NSW 2309
Phone: 1300 886 235
Fax: (02) 4925 3517
cl.licencesandsearches@crowmland.nsw.gov.au
www.crowmland.nsw.gov.au

22 December 2015

St Philips Christian Education Foundation Ltd
PO Box 342
SALAMANDER BAY NSW 2317

Dear Sir/Madam

Re: OFFER OF LICENCE PROPOSED LICENSEE: St Philips Christian Education Foundation Ltd

I refer to previous correspondence concerning the grant of a licence. An offer of a licence is now made to authorise the use or occupation of land. The purpose and conditions are set out in the licence offer document herewith and the offer will remain open for a period of 40 days from the date of this letter.

To accept the offer of the licence, the licence document must be signed and witnessed by each party to the application in the spaces provided on the front page (or where the proposed Holder is a corporation, execution under its common seal) and returned (in full) to this office within the period of 40 days, together with payment as set out below. If you fail to respond within that period the offer will lapse.

In considering the terms and conditions set out in the licence offer it is suggested that you should have particular regard to clauses making provision for the purpose, rent, term and revocation. Also, your specific attention is invited to clauses (if any) included in the licence relating to insurance, and any special conditions that may be included at the end of the licence.

Please note that acceptance of the licence offer does not constitute the creation of a licence. The licence is not granted until after receipt of the signed licence offer documents indicating agreement to be bound by the terms, conditions and provisions of the licence and formal execution on behalf of the Minister. The licensee's copy of the licence offer document will be returned for record purposes and compliance with the terms and conditions.

Please be advised that undertaking any activities not authorised by this licence, may result in regulatory action.

PAYMENTS REQUIRED

Initial Market Rent	\$1,194.29
GST on Rent (\$1,194.29)	\$119.42
Amount Payable	\$1,313.71

Payment Options;

- * Cheque made payable to Department of Primary Industries
- * BPay Biller Code 53108 Reference 125809418
- * Credit Card payment by Visa or Mastercard only. Payment can be made at www.crowmland.nsw.gov.au or 1300 886 235 (option 1, option 1) with reference 125809418 (Please note credit card payments will be subject to a 0.4% surcharge with a maximum limit of \$10,000)

If you have any queries in relation to your application please use the above contact details.

Yours faithfully



Melanie Osborne
Group Leader, Property Management

L I C E N C E

File Reference

Crown Lands Act 1989 - Section 34A

Licence Number

15/02033

RI 548404

MINISTER

The Minister administering the Crown Lands Act 1989, (hereinafter referred to as the Minister)

grants to

LICENSEE name & address

ST PHILIPS CHRISTIAN EDUCATION FOUNDATION LTD
182 Salamander Way
SALAMANDER BAY NSW 2317
(hereinafter referred to as the Holder)

a Licence pursuant to the provisions of Section 34A of the Crown Lands Act 1989 in respect of the land described hereunder in Parts 1 and 2 and subject to the terms and conditions contained in the following pages and Schedule 1, and in any additional Schedules or documents referred to in Schedule 1.

EXECUTION

dated this _____ day of _____ 20____

THE MINISTER

as delegate of the Minister

name and position

THE HOLDER

In consideration of the grant of this Licence, the Company agrees to be bound by the terms, conditions and provisions of the Licence.

The Common Seal of was affixed in accordance with its articles of association in the presence of (See note below):

signature

signature

print full name

print full name

position

position

date

date

(Note: To be ruled through if executing this licence without seal - Corporations Law s. 127)

DESCRIPTION OF LANDS

PART 1

Local Govt. Area	PORT STEPHENS		
County	GLOUCESTER		
Parish	TOMAREE		
Suburb	SALAMANDER BAY, NELSON BAY		
Status:	Lot	Section	DP
Crown land being part	533		DP: 822120

PART 2

Plan/diagram: Schedule 3	Area: 5550m2
--------------------------	--------------

TEXT DESCRIPTION: Crown Land being that part of Lot 533 DP822120 (Reserve 753204 future public requirements, gazetted 29 June 2007) with red edge indicating the extent of the licence area within Lot 533 as shown in Schedule 3 Diagram.

Note - a Table of Contents appears at the end of this Licence (6.001)

***** End of Description of Land (Crown Land) *****

1. Definitions

In this Licence unless the contrary intention appears:

"CLA" means the Crown Lands Act 1989

"Commencement Date" means the date on which this Licence is stated to commence.

"Holder" means the person described as the Holder on the front page of this Licence.

"Improvements" means all buildings structures facilities works and pontoons situated on or in the land or which under the terms of this Licence are to be situated on or in the land.

"Land" means the land specified in Parts 1 and 2 of this Licence under the heading "DESCRIPTION OF LAND" (including any submerged land and waterway) or where the context so admits any part thereof.

"Licence" means this Licence including the Schedules and Annexures hereto.

"Minister" means the Minister referred to on the front page of this Licence as the Minister and where not repugnant to the context includes the Successors of Minister and the servants and agents of the Minister.

"Pontoon" means a floating landing stage.

"Premises" means the Land the Improvements and the Holder's Plant and where the context so permits any part of the foregoing.

"RA" means the Roads Act 1993

"Rent" means the rent provided for in this Licence.

"Term" means the period commencing on the "Commencement Date" and terminating on the "Termination Date".

"Termination Date" means the date on which the Licence is revoked or ceases to have effect in accordance with the provision of this Licence. (6.002)

2. Plurals and Genders

- (a) Words importing the singular number shall include the plural and vice versa.
- (b) Words importing the masculine gender shall include the feminine or neuter and vice versa.
- (c) Any reference to a person shall be deemed to include a reference to a corporation and vice versa. (6.004)

3. Contra Proferentum

No rules of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Licence or any part of it. (6.005)

4. Headings Plans and Code Numbers

- (a) Headings (and subheadings within clauses) marginal notes the matter appearing in Column 1 of Schedule 1 and the Table of Contents have been inserted for guidance only and shall be deemed not to form any part of the Licence.
- (b) Any plan or diagram attached or annexed to this licence, which purports to depict the land shall be deemed not to form any part of the licence unless that plan or diagram is referred to in PART 2 in the DESCRIPTION OF LAND.
- (c) The code number appearing at the end of each clause of the Licence shall be deemed not to form part of the Licence. (6.006)

5. Clauses and Schedules

References to Clauses Parts and Schedules are references to clauses parts and schedules of this Licence. (6.007)

6. Statutes

- (a) A reference to a statute statutory instrument or ordinance includes amendments to that statute statutory instrument or ordinance whether by subsequent statutes statutory instruments or ordinances or otherwise and any statute statutory instrument or ordinance passed in substitution for the statute statutory instrument or ordinance referred to or incorporating any of its provisions.
- (b) A reference to a statute includes a reference to any regulation made thereunder. (6.008)

7. Joint and Several Covenants

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally. (6.009)

8. Severability

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provision in any other jurisdiction. (6.010)

9. Applicable Law

This Licence shall be construed and interpreted in accordance with the law of New South Wales. (6.011)

10. Licence a "Holding" for purposes of the CLA

The Holder acknowledges that this Licence is a Holding within the meaning of the CLA and the Holder is a Holder within the meaning of that Act and the provisions of that Act relating to holdings and holders apply to this Licence and the Holder. (6.012)

11. Performance of Functions etc

Any power authority duty or function conferred or imposed upon the Minister under this Licence may be exercised or performed by any person authorised by the Minister. (6.013)

12. Authorised Officer

Where under this Licence the Minister is empowered to authorise any person to perform or exercise any power authority duty or function under this Licence such person shall be validly authorised if he is authorised to exercise any power authority duty or function conferred by any Licence granted by the Minister or any Licence of a specified type or any Licence within a specified locality. (6.014)

13. Minister as Public Authority

The Minister and Holder acknowledge that nothing in this Licence can in any way restrict or otherwise affect the Minister's unfettered discretion as to the use of the Minister's statutory powers as a public authority. (6.015)

14. Approval by the Minister

- (a) In any case where pursuant to this Licence the doing or executing of any act matter or thing by the Holder is dependent upon the approval or consent of the Minister such approval or consent shall not be effective unless given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise herein provided.
- (b) The Holder expressly agrees that any failure to comply with a condition imposed by the Minister will constitute a failure by the Holder to comply with a condition of this Licence. (6.016)

15. Opinion of the Minister

Any opinion to be formed by the Minister for the purposes of this Licence may be formed by the Minister on such grounds and material as the Minister determines to be sufficient after consultation if the Minister deems it necessary with any New South Wales Government Department or other public authority the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Minister shall be deemed to be exercising merely administrative functions. (6.017)

16. Holder to pay Cost of Work

Whenever the Holder is required in this Licence to do or effect any act matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk cost and expense of the Holder. (6.018)

17. Notices

- (a) All notices or communications required to be or which may be given or served by the Minister to or upon the Holder under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if left at or sent by ordinary post addressed to the Holder at his address specified in Column 2 of Item 1 of Schedule 1 or at the Premises or at such other place as notified in writing by the Holder to the Minister.
- (b) All notices or communications required to be or which may be given or served by the Holder to or upon the Minister under this Licence or which may be convenient to be given or served in

connection with this Licence shall be in writing and shall be sufficiently given or served if signed by the Holder or if the Holder is a corporation by the Secretary of the Holder or the person acting as such for the time being and if left at or sent by ordinary post addressed to the person specified in Column 2 of Item 2 of Schedule 1.

- (c) Any notice or communication given or served by post shall be deemed to have been duly given or served at the time when it would in the ordinary course be delivered. (6.019)

18. Manner of Payment of Rent and Other Moneys

The rent and other moneys payable in accordance with this Licence shall be paid to the Minister at the address specified in Column 2 of Item 3 of Schedule 1 or to such other person or at such other address as the Minister may from time to time direct by notice in writing served on the Holder. (6.020)

19. Time to be of the Essence

The Minister and the Holder expressly agree that where in any provision of this Licence the Holder is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time time shall be the essence of the contract in that regard. (6.021)

20. Whole agreement

The conditions covenants and provisions contained in the Licence expressly or by statutory implication and any provision of the CLA which apply to this Licence cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties hereto by reason of the invitation by the Minister to the Holder to submit a proposal for the redevelopment of the Premises or any document issued by the Minister prior thereto or by reason of the subsequent negotiations between the parties hereto or by reason or any promise representation warranty or undertaking given or made by any party hereto to another on or prior to the execution hereof or during the Term and the existence of any such implication or collateral or other agreement is hereby negated. (6.022)

21. Permitted Use

- (a) This Licence confers on the Holder a right to occupy the Premises for the purpose specified or referred to in Column 2 of Item 4 in Schedule 1.
- (b) The Holder will not use the Premises or allow them to be used for any purpose other than the purpose specified in Column 2 of Item 4 in Schedule 1. (6.023)

22. No Exclusive Possession

The Holder acknowledges that this licence does not confer exclusive Possession of the Premises upon the Holder. (6.023A)

23. Holder not to Commit Nuisance etc

The Holder will not at any time during the Term of this Licence:

- (a) carry on or permit to be carried on at the premises any noxious nuisance or offensive trade business.

- (b) do or permit to be carried on at the premises any act matter or thing which results in nuisance damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings.
- (c) use the premises for any illegal activity. (6.024)

24. No Residence on Premises

The Holder will not reside or permit any other person to reside on the Premises other than as may be specified or referred to in Column 2 of Item 4A of Schedule 1. (6.025)

25. Commencement and Revocation of Licence

- (a) This Licence shall commence on the date specified or referred to in Column 2 of Item 5 of Schedule 1 and shall continue in force until it is revoked in accordance with the provisions of this clause.
- (b) The Minister may in his absolute discretion revoke this Licence at any time by serving on the Holder a notice in writing revoking this Licence.
- (c) A revocation made under this clause shall take effect on the date specified in the notice or where no date is specified in the notice on the date on which the notice is served on the Holder.
- (d) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the revocation of this Licence. (6.027)

26. Termination of Licence on Determination of Native Title

- (a) Notwithstanding any other provision of this Licence this Licence may terminate in the event that an approved determination is made under any statute relating to native title that native title exists in the land or part thereof.
- (b) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause. (6.029A)

27. Licence subject to Native Title

- (a) In this clause the word "waters" and the expressions "native title rights and interests" and "approved determination of native title" have the same meaning as in the Commonwealth Native Title Act 1993.
- (b) This Licence is granted subject to any native title rights and interests existing in relation to that part of the premises that consist of waters.
- (c) The Holder expressly agrees not to interfere with the exercise or enjoyment of any native title rights and interests in respect of the waters within the premises by any person entitled to exercise or enjoy such rights and interests.
- (d) Notwithstanding any other provision of this Licence the Minister by notice in writing may terminate this Licence in the event that any approved determination of native title is made that native title rights and interests exist in relation to the land or waters within the premises.

- (e) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the termination of this Licence under this clause or the loss or benefit of any improvement authorised to be constructed by this Licence. (6.029B)

28. Licence Granted subject to Aboriginal Land Claim

- (a) The Holder is granted this licence subject to a possible Aboriginal Land Claim over this land provided in s36 of the Aboriginal Land Rights Act 1983.
- (b) Notwithstanding any other provision of this Licence, this Licence shall terminate in the event that the Minister determines that the land is claimable Crown land or a Court determines that the land is claimable Crown land.
- (c) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause. (6.029C)

29. Payment of Rent (CPI)

- (a) For the purposes of this clause:

"*Initial Rent*" means the rent specified in Column 2 of Item 11 of Schedule 1.

"*CPI Review Date*" means each anniversary date of the Commencement Date.

"*CPI Review Period*" means the period between each CPI Review Date.

"*Due Date*" means each anniversary date of the Commencement Date.

"*Market Rent Review Date*" means the date of the expiration of each period of years as specified in Column 2 of Item 12 of Schedule 1 calculated from the Commencement Date.

"*Market Rent Review Period*" means the period between each Market Rent Review Date.

- (b) The Holder covenants with the Minister that the Holder will during the whole of the Term pay to the Minister in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever the rent hereinafter provided.
- (c) The Holder will pay to the Minister on the commencement Date the Initial Rent and thereafter shall pay on each Due Date rent in advance adjusted as hereinafter provided.
- (d) (i) On the CPI Review Date the rent shall be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

R represents the adjusted rent;

B represents the annual rent payable during the year preceding the CPI Review Date;

C represents the Consumer Price Index number for the last quarter for which such a number was published before the CPI Review Date; and

- D represents the Consumer Price Index number for the last quarter for which such a number was published before the immediately preceding CPI Review Date (or if there is no immediately preceding CPI Review Date then the Commencement Date).
- (ii) In this clause "Consumer Price Index number" in relation to a quarter means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician. In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.
 - (iii) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.
 - (iv) Any rent adjusted under this subclause shall be adjusted to the nearest whole dollar.
- (e) In addition to the indexation review provided for in subclause (d) on the first Market Rent Review Date after commencement and thereafter on each Market Rent Review Date the rent may be redetermined by the Minister pursuant to the provisions of Sections 142 and 143 of the CLA.
 - (f) A redetermination of rent for the purposes of subclause (e) shall be deemed to have been made on the Market Rent Review Date if it is made at any time within the period of six months before the market Rent Review Date.
 - (g) Where the Minister does not redetermine the rent as provided for in subclause (e) he may redetermine the rent pursuant to the provisions of Sections 142 and 143 of the CLA at any time prior to the next Market Rent Review Date and no succeeding Market Rent Review Date shall be postponed by reason of the operation of this subclause.
 - (h) Where the Minister does not redetermine the rent on the First Market Rent Review Date or a Market Rent Review Date as provided for in subclause (e) the Holder may by notice in writing served on the Minister require that the Minister redetermine the rent pursuant to the provisions of Sections 142 and 143 of the CLA. Where the Holder requires the Minister to redetermine the rent under this subclause he shall pay on demand the costs of the Minister (or so much of the cost as the Minister may require) in making that determination.
 - (i) Subject to the provision of subclause (j) a redetermination of rent as provided for in subclauses (e) (g) and (h) shall take effect and be due and payable from the date of issue of the notice of redetermination under Section 142 of the CLA even if an objection or appeal under that Section has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.
 - (j) A redetermination of rent made before its relevant Market Rent Review Date as provided for in subclause (f) shall take effect from the relevant Market Rent Review Date even if an objection or appeal under Section 142 of the CLA has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.
 - (k) The Holder acknowledges that the Minister may make a direction under Section 152 of the CLA in respect of any rent payable under this Licence. (6.031)

30. Continuing Obligation

The obligation of the Holder to pay the Rent shall be a continuing one during the term of this Licence and shall not abate in whole or in part or be affected by any cause whatsoever. (6.037)

31. Holder to Pay Rates etc

The Holder will when the same become due for payment pay all (or in the first and last year of the term of this Licence the appropriate proportionate part) rates taxes (including Land Tax) assessments duties charges and fees whether municipal local government parliamentary or otherwise which are at any time during the currency of this Licence lawfully charged upon imposed or levied in respect of the Premises or on the Minister or the Holder on account thereof and will if required by the Minister produce to the Minister the receipts for such payments within ten business days after the respective due dates for payment AND in case such rates taxes duties and fees so covenanted to be paid by the Holder are not paid when the same shall become due the Minister may if the Minister thinks fit pay the same and any such sum or sums so paid may be recovered by the Minister as if such sums were rent in arrears. (6.039)

32. Holder to Pay Other Charges

The Holder will pay all other fees charges and impositions which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Holder. (6.040)

33. Goods and Services Tax**(a) Definitions**

In this clause the expressions "GST", "supply", and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

(b) Amounts GST Exclusive

With the exception of any amount payable under this clause, unless otherwise expressly stated all amounts stated to be payable under this Licence are exclusive of GST.

(c) Responsibility for GST

(i) Despite any other provision in this Licence, if GST is imposed on any supply made under this Licence, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.

(ii) The recipient must pay the amount referred to in subclause (c)(i) in addition to and at the time payment for the taxable supply is required to be made under this Licence.

(d) Valuer/Umpire to return GST Exclusive Value

Any valuer or umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purpose of determining a supply value to which GST is to be added under this Licence. (6.040A)

34. Holder to Pay for Services

The Holder will as and when the same become due for payment pay to the Minister or to any other person or body authorised to supply the same all proper charges for gas electricity water or other

services supplied to or consumed in or on the Premises and will also pay all charges in respect of any telephone services connected to the Premises. (6.041)

35. Holder not to Impose Liability on Minister

Subject to any other provision of this Licence the Holder will not without the written consent of the Minister by any act matter or deed or by failure or omission cause or permit to be imposed on the Minister any liability of the Holder under or by virtue of this Licence. (6.042)

36. Holder not to undertake development without consent notwithstanding any other provision of this Licence

The Holder will not undertake any development within the meaning of the Environmental Planning and Assessment Act 1979 contrary to the provisions of that Act or in breach of any restriction condition or prohibition imposed by an Environmental Planning Instrument or condition of a development consent. (6.043)

37. Development Consent

The Holder will not undertake any activity on or within the Premises for which consent is required under the Environmental Planning and Assessment Act 1979 or any Instrument made thereunder without first obtaining such consent and in accordance with any condition or requirement of that consent. (6.044)

38. Compliance with Statutes

- (a) The Holder will comply with the requirements of all statutes regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the premises.
- (b) The Holder will forthwith on being served with a notice by the Minister comply with any notice or direction served on the Minister by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises. (6.045)

39. Work Health and Safety

The Holder must comply with the *Work Health and Safety Act 2011* (NSW), the *Work Health and Safety Regulation 2011* (NSW) and all other requirements of any other legislation or statutory authority in this regard whilst on the Premises. (6.046)

40. Holder not to deal with Licence or part with possession of Premises

Subject to any other provision of this Licence the Holder will not during the Term of this Licence transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises. (6.047)

41. Change in Shareholding

For the purpose of the clause specified or referred to in Column 2 of Item 17 of Schedule 1 any change in the shareholding of the Holder (unless the Holder is a listed public company) altering the effective control of the Holder from that existing at the Date of Commencement of this Licence shall be deemed to be a breach of that clause. (6.049)

42. Revocation on the Request of the Holder

The Holder may at any time by notice served on the Minister request that this Licence be revoked and the Minister if he is satisfied that the Holder has complied with the conditions and provisions of this Licence or the CLA will as soon as practicable comply with such a request. (6.051)

43. Interest on Overdue Money

The Holder shall pay interest on any money due and payable under this Licence to the Minister at the rate prescribed from time to time under the provisions of Section 148 of the CLA and any such interest shall for the purposes of this Licence be deemed to be Rent in arrears. (6.052)

44. Failure to pay money or Undertake Works

- (a) Where under this Licence the Holder is required to pay any money to a third party and neglects to do so for a period of 14 days after the money became due and payable it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to pay such money as if it were the Holder and the Holder will reimburse the Minister in respect of any such payments on demand.
- (b) Where under this Licence the Holder is required to do or cause to be done any work or thing and the Holder neglects to do the work or thing for a period of 14 days after that work or thing was due or required to be done it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to do or effect such work or thing as if the Minister were the Holder and for that purpose the Minister the Minister's officers agents contractors and workmen may enter upon the whole or any part of the Premises and there remain for the purposes of doing or effecting any such work or thing and the Holder will reimburse the Minister for the cost of the doing or effecting the work or thing on demand. For the purposes of this clause the word cost shall include any sums paid for any insurance indemnities under the laws relating to workers compensation.
- (c) The Holder expressly agrees that any money or cost payable to the Minister under this clause shall constitute a debt owed by the Holder to the Minister and may be recovered by the Minister accordingly.
- (d) Where the Premises has a common boundary with other land owned leased or held by the Holder (hereinafter called the "other land"). The Holder irrevocably grants to the Minister the Minister's officers agents contractors and workmen a licence to enter upon the said other land for the purpose of gaining access to the Premises or for the purpose of undertaking any work or thing authorised permitted or contemplated by this Clause.

In exercising any power conferred by this subclause the Minister the Minister's servants employees and agents will not be liable for any reasonable damage suffered or occasioned to the other land or anything constructed thereon.

- (e) The Holder expressly agrees that the provisions of this clause shall continue after the expiration or sooner determination of this Licence and the Minister may make any payment or effect any work or thing authorised by this clause after the expiration or sooner determination of this Licence as if such expiration or sooner determination had not taken place. (6.053)

45. Indemnity

- (a) For the purposes of this clause the term Minister shall include Her Majesty the Queen Her heirs and Successors the State of New South Wales the Minister and the agents servants employees and contractors of Her Majesty Her Majesty's Heirs and Successors the State of New South Wales and the Minister.

- (b) The Holder agrees that the Holder will indemnify and keep indemnified the Minister from and against all actions suits claims and demands of whatsoever nature and all costs charges and expenses in respect of any accident or injury to any person or property which may arise out of the use of the Premises or the construction or maintenance of works as may be authorised under the Licence notwithstanding that the conditions of this Licence shall in all respects have been observed by the Holder or that any such accident or injury shall arise from any act or thing which he may be authorised or compelled to do hereunder except to the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister.
- (c) The Holder expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or other determination of this Licence in respect of any act deed matter or thing happening before such expiration or determination except to the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister. (6.054)

46. Insurance - Public Risk

The Holder will (without in any way limiting the liability of the Holder under any other provision of this Licence) forthwith take out and thereafter during the Term keep current a public risk insurance policy for the amount specified in Column 2 of Item 19 of Schedule 1 for any one claim (or such other reasonable amount as the Minister may from time to time specify in writing to the Holder) whereby the Minister shall during the continuance of this Licence be indemnified against claims and demands of every kind arising from death or bodily injury or damage to property arising out of the Holder's use of the Premises. (6.057)

47. Provisions Re Policies

- (a) The following provisions apply to all policies of insurance required to be effected by the Holder under this Licence:
 - (i) Where the Minister serves a notice on the Holder directing the Holder to enter into a policy with an insurer approved by the Minister the policy is to be entered into with an insurer approved by the Minister. The Minister shall specify a list of approved insurers in any notice served under this paragraph. Where the Minister does not serve a notice as provided for in this paragraph policies of insurance shall be entered into with an insurer carrying on business in Australia.
 - (ii) Where a provision of this Licence specifies an amount for which a policy is to be entered into for (or makes provision for such an amount to be specified) then the policy shall be entered into for the amount specified. Where a provision does not specify the amount for which a policy is to be entered into for the policy shall be entered into for an amount sufficient to cover the risks likely to be encountered having regard to the type of activity undertaken on the Premises and the nature of the Premises.
 - (iii) All policies are to contain conditions and exclusions commonly effected in relation to the type of activity undertaken on the Premises and the nature of the Premises provided that the Minister may by notice served on the Holder direct the Holder to enter into a policy containing specified provisions or which does not contain specified provisions or exclusions and the Holder shall use his best endeavours to comply with the direction.
 - (iv) All policies are to be taken out in the names of the Minister and the Holder for their respective rights and interests and in the name of such other parties having an insurable interest as the Minister may require.

- (v) Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be lodged by the Holder with the Minister if required by the Minister.
 - (vi) All premiums payable in respect of policies and renewals of policies are to be paid punctually by the Holder and the receipt for each premium payable in respect of each policy (or other proof of payment to the Minister's satisfaction) is to be produced by the Holder to the Minister at the request of the Minister.
 - (vii) Where the Minister has served a notice on the Holder under paragraph (i) the Holder will use all reasonable endeavours to ensure that the insurer which issues a policy advises the Minister of any failure by the Holder to renew any policy or pay any premium in respect thereof.
 - (viii) The Holder will not at any time during the Term do or bring upon the Premises anything whereby any insurance relating to the Premises against damage by fire and other risks may be rendered void or voidable. If the Holder does or brings anything upon the Premises whereby the premium on the insurance shall be liable to be increased the Holder will obtain insurance cover for the increased risk and pay all additional premiums (if any) required to be paid.
 - (ix) The Holder will use all reasonable endeavours to ensure that full true and particular information is given to the insurer with which the insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any policy of insurance or the payment of all or any moneys thereunder.
- (b) The Minister in his own name or as the attorney of the Holder in the name of the Holder shall be entitled to institute all proceedings against any insurer which issues a policy of insurance required by this Licence to recover from it any amount for loss damage or injury or other money payable under any indemnity in favour of the Minister. The Holder hereby appoints the Minister the attorney of the Holder for the purpose as aforesaid.
- (c) The Holder expressly agrees that the provisions of subclause (b) continue in force after the Termination Date. (6.065)

48. Construction Of Improvements Permitted With Consent

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) The Holder will not construct effect erect or undertake any Improvements on the Premises other than with the prior consent in writing of the Minister. (6.067)

49. Ownership of Improvements CLA

The Holder acknowledges that the provisions of section 174 of the CLA apply. (6.074)

50. Premises to be kept in clean and tidy condition

The Holder will at all times during the Term keep the Premises in a clean and tidy condition and will (subject to any other provision of this Licence) on the Termination Date leave the Premises in a clean and tidy condition. (6.088)

51. Minister's Right to Enter Inspect and Repair

The Minister and the Minister's agents may at all reasonable times upon giving to the Holder reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Premises and view the state of repair thereof and may serve upon the Holder a notice in writing of any defect (the repair of which is the Holder's obligation hereunder) requiring the Holder within fourteen days to repair the same. (6.090)

52. Holder to erect Barricades etc

Where the Premises or any part of the Premises become unsafe hazardous or dangerous the Holder will forthwith erect such warning signs and barricades as may be necessary until the Premises are rendered safe. (6.093)

53. Rodents and Vermin

The Holder will take all reasonable precautions to keep the Premises free of rodents vermin insects and pests and will in the event of failing so to do if required by the Minister but at the cost of the Holder employ from time to time pest exterminators approved by the Minister whose approval shall not be unreasonably withheld. In performing its obligations pursuant to this clause the Holder and any one acting on the Holder's behalf will not use any substance prohibited by any present or future legislation or any regulation thereunder. (6.095)

54. Notification Of Accident

The Holder will give to the Minister prompt notice in writing of any serious accident to or serious defect or want of repair in any of the Improvements facilities devices contrivances services to or fittings in the Premises or other things or of some or any of them having become seriously defective unsafe weakened out of repair in any way or likely to cause any serious danger risk or hazard to the Premises or any person therein unless such defect unsafeness weakness or want of repair is capable of being and is promptly remedied by the Holder. (6.099)

55. Relics

- (a) Unless authorised to do so by a permit under Section 87 or a consent under Section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Holder will not knowingly disturb destroy deface or damage any aboriginal relic or place or other item of archaeological significance within the land and shall take every precaution in drilling excavating or carrying out other operations or works in the Land against any such disturbance destruction defacement or damage.
- (b) If the Holder becomes aware of any aboriginal relic or place or other item of archaeological significance within the Land the Holder will within 24 hours notify the Director General National Parks and Wildlife Service of the existence of such relic place or item.
- (c) The Holder will not continue any operations or works on the Land likely to interfere with or disturb any relic place or item referred to in subclause (b) without the approval of the Director General National Parks and Wildlife Service and the Holder will observe and comply with all reasonable requirements of the Director General in relation to the carrying out of the operations or works. (6.107)

56. Artefacts

All fossils artefacts coins articles of value articles of antiquity structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises

shall as between the Minister and the Holder be deemed to be the absolute property of the Minister and the Holder will as authorised by the Minister watch or examine any excavations and the Holder will take every precaution to prevent such articles or things being removed or damaged and shall immediately upon discovery thereof notify the Minister of such discovery and carry out at the reasonable expense of the Holder the Minister's orders as to the delivery up or disposal of such articles or things. (6.108)

57. Land not to be Cultivated

The Holder will not cultivate the Land. (6.110)

58. Soil Conservation Act

The Holder will comply with the provisions of the Soil Conservation Act 1938. (6.116)

59. Minister not liable to provide Access

The Holder acknowledges that the Minister is not liable to provide access to the Premises over other land held by the Minister or any other land. (6.121)

60. Holder not to remove Materials

- (a) The Holder will not mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substance or permit any other person to undertake any such action without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine.
- (b) Subclause (a) shall not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Licence provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.
- (c) The Minister and the Holder expressly agree that a failure by the Holder to comply with any condition imposed pursuant to subclause (a) shall constitute a failure by the Holder to comply with a provision or covenant of this Licence. (6.194)

61. Holder to Yield Up

The Holder will forthwith upon the revocation of this Licence peaceably surrender and yield up to the Minister the Premises in good condition reasonable wear and tear excepted together with all conveniences amenities and appurtenances relating thereto clear and free from rubbish and in good and substantial repair order and condition in every case having regard to the age of what is being surrendered or yielded up. (6.199)

62. No Right to Purchase etc

The Holder expressly acknowledges that the grant of this Licence does not confer a right to purchase the land or to the grant of a lease or to the grant of a further licence. (6.200)

63. Special Conditions

The special conditions specified or referred to in Column 2 of Item 71 of Schedule 1 shall be deemed to be conditions and provisions of this Licence. (6.201)

***** End of Licence Clauses *****

SCHEDULE 1

Item	Paragraph No	Column 1 (description of variable particulars)	Column 2 - (particulars)
1	17	Holder's Address for service of notices	182 Salamander Way SALAMANDER BAY NSW 2317
2	17	Minister's Address for service of notices	Department of Primary Industries - Lands PO Box 2185 DANGAR NSW 2309
3	18	Address for payment of rent	Department of Primary Industries PO Box 2155 Dangar NSW 2309
4	21	Purpose for which Premises may be used	Access, Encroachments
4A	24	No Residence on Premises	No residence
5	25	Commencement Date	The date specified on page 1 of the Licence being the date of the execution of the Licence.
11	29	Initial Rent	\$1,194.29
12	29	Market Rent Review Period	3 years
17	41	Change in Shareholding deemed to transfer	Should the majority shareholding change, this licence is automatically revoked.
19	46	Insurance - Public Risk	\$20 Million
71	63	Special conditions or provisions	Annexed as Schedule 2

***** End of Schedule 1 *****

SCHEDULE 2

64. Other Licences, Permits and Approvals

The Licensee must ensure that all licences, permits and approvals are obtained and maintained as required throughout the life of the Licence. No condition of this Licence removes the obligation for the Licensee to obtain, renew or comply with such licences, permits or approvals. The Licensee must ensure that a copy of this Licence and all relevant approvals are available during the Licence term. The requirements of all relevant approvals including consent issued by State and Local Government agencies must be met by the Licensee.

65. Work Health And Safety

The Licensee is responsible for meeting all requirements of the Work Health and Safety Act 2011, including assessing the site for any foreseeable hazards before undertaking any maintenance works. Examples of aspects that must be identified in a site safety assessment/induction include (but are not limited to) identifying the following hazards:

- ☐ overhead and underground power lines, transmission lines and any other services such as telecommunications, water and gas or sewerage;
- ☐ steep and/or unstable terrain (rocky, loose, slippery or swampy surfaces);
- ☐ embankments, retaining walls, gullies, drains, dams and watercourses;
- ☐ any hazardous rubbish or waste materials that may occur on the land;
- ☐ the state of types of existing vegetation (tree height and stability), including windblown or fallen trees;
- ☐ any hazardous flora and fauna;
- ☐ the location of any roads, pedestrian access or other traffic thoroughfares and moving vehicles;
- ☐ the siting of any structures, fences or other assets on the subject land and any adjoining parcels immediately adjacent to proposed works.

The Licensee is responsible at all times for ensuring safe systems of work and that the Licence area poses no work, health or safety risks to workers, staff, school children or the public. All persons engaged in any work within the Licence area must be qualified, trained or appropriately experienced or supervised in the work involved and the safe operation of associated tools or machinery.

66. Occupation Of Land

The Licensee must promptly develop an emergency management plan upon execution of the Licence in consultation with relevant fire authorities and is responsible for safety induction of all persons onto the Licence area.

67. Encroachment Outside of Licence Area

The Licensee's occupation and use of the land must not encroach outside the Licence area onto adjoining Crown lands, including but not limited to waterways or other environmentally sensitive areas.

68. Protection of Native Vegetation

Native vegetation must not be cleared or pruned.

69. Weed Control

The Licensee will control noxious and environmental weeds by hand methods; or by selective herbicide application that will not damage, kill or destroy native vegetation.

70. Waste Management

Rubbish must be carefully managed and monitored. The Licensee must keep the Licence area clean and tidy with all waste being collected, removed and disposed of at an appropriate waste facility.

71. Earthworks

Earthworks are not permitted. The Licensee must not construct or divert natural water flow and will not dump or cause to dump fill or other material on the land.

72. Maintenance of cleared areas adjoining the College and existing buildings

- ☐ The Licensee must prepare documents associated with Safe Work Method Statements which describe the maintenance works proposed along with risks and mitigation strategies.
- ☐ All maintenance such as mowing is restricted to the existing grassed areas, which must be kept short and managed appropriately to ensure at least 90% groundcover is maintained.
- ☐ Maintenance must be conducted in a manner as not to cause damage or increase soil erosion. Particular attention shall be paid to site management and restoration including soil reshaping and de-compaction where machinery impacts on ground cover surface.
- ☐ Maintenance activities must be conducted with the objective of minimising dust emissions. Should significant dust emissions occur, the Licensee must either cease maintenance works and/or carry out watering.

73. Inspections

Authorised person/s of the Licensor may at all reasonable times enter the Licence area and inspect the state and maintenance/condition or repair of the land, and take such action to ensure compliance with the Licence and the Crown Lands Act 1989 as provided by the Minister's powers.

74. Land subject to Aboriginal Land Claim

'The land is subject to a claim pursuant to the Aboriginal Land Rights Act 1983 (ALR Act 1983), being Claim number 6218, lodged 3 Nov 1998; 36439 lodged 22 Apr 2013 and 19490 lodged 24 Aug 2009 with the Aboriginal Land Rights Registrar. Should investigations reveal that the land was claimable Crown land within the meaning of the ALRA when the claim was made the land will be granted to the relevant Aboriginal Land Council and the licence will be terminated from the date of the grant.'

75. Bushfire

- (a) The Holder will not carry out any hazard reduction burning on the Site except with any necessary approval from the Rural Fire Service and any required environmental approvals.
- (b) Without limiting any other provision of this Licence and subject to sub-clause (d) below, the Holder:
 - (i) shall comply, at its cost, with any requirements imposed upon it, as occupier of the Site, including bush fire hazard reduction requirements under the *Rural Fires Act 1997*;
 - (ii) shall maintain any fire trails and undertake bush fire hazard reduction activities necessary for the protection of the Holders infrastructure at its cost; and to the extent necessary for these purposes
 - (iii) may, with the prior written approval of the Minister which must not be unreasonably withheld, enter on the land of the Minister adjoining the Site.
- (c) If the Holder fails to carry out the requirements referred to in sub-clause (b)(i), the Minister may do so and recover the cost from the Holder.
- (d) The provisions of sub-clauses (b)(ii) and (c) do not operate if it is necessary for the Holder to enter the land of the Minister adjoining the Site and the Minister's approval to enter that land has been refused.

***** End of Schedule 2 *****

SCHEDULE 3

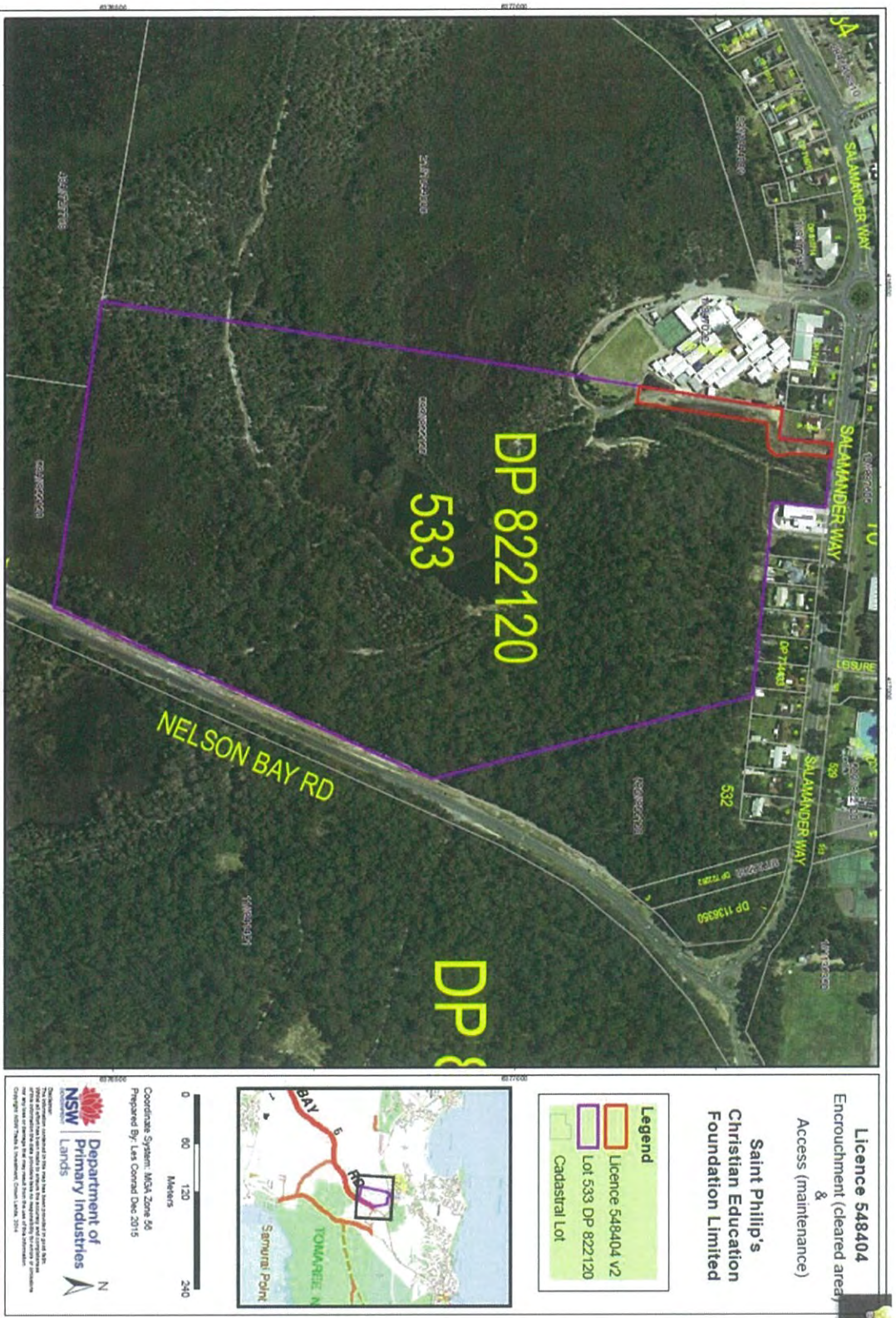


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Department of
Primary Industries
Lands

File Reference: 15/02033
Account No: RI 548404

PO Box 2215, DANGAR NSW 2309
Phone: 1300 886 235
Fax: (02) 4925 3517
cl.licencesandsearches@crowmland.nsw.gov.au
www.crowmland.nsw.gov.au

23 February 2016

St Philips Christian Education Foundation Ltd
PO Box 342
SALAMANDER BAY NSW 2317

Dear Sir/Madam

Re: GRANT OF LICENCE NUMBER RI 548404

Please find enclosed a copy of the above mentioned licence executed on behalf of the Minister for Lands and Water which should be retained for your personal record.

Receipt 4961075 for payment of the Initial Rent is attached.

If you have any queries in relation to your application please use the above contact details.

Yours faithfully

Melanie Osborne
Group Leader, Property Management



RECEIPT

ST Philips Christian Education Foundation Ltd
PO Box 342
SALAMANDER BAY NSW 2317

Receipt Number: 4961075
Office: FINANCE
Date of Issue: 23rd February 2016
Paid By: BPAY
Receipt Date: 1st February 2016
Payment Method: BPAY
Amount: \$1,313.71

Details:

548404 Licence (S34A)	\$1,313.71
-----------------------	------------

Note:

L I C E N C E

File Reference

15/02033

Crown Lands Act 1989 - Section 34A

Licence Number

RI 548404

MINISTER

The Minister administering the Crown Lands Act 1989, (hereinafter referred to as the Minister)

grants to

LICENSEE
name & address

ST PHILIPS CHRISTIAN EDUCATION FOUNDATION LTD
182 Salamander Way
SALAMANDER BAY NSW 2317
(hereinafter referred to as the Holder)

a Licence pursuant to the provisions of Section 34A of the Crown Lands Act 1989 in respect of the land described hereunder in Parts 1 and 2 and subject to the terms and conditions contained in the following pages and Schedule 1, and in any additional Schedules or documents referred to in Schedule 1.

EXECUTION

dated this 23

day of FEBRUARY 2006

THE MINISTER

as delegate of the Minister

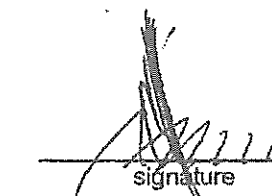
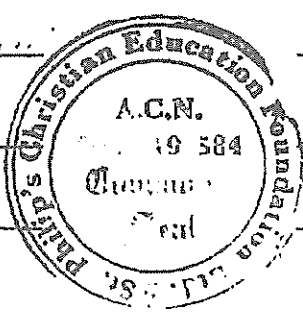
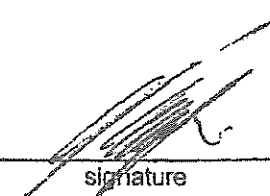
MARWAN EL-CHAMLY

DIRECTOR REGIONAL OPERATIONS
name and position EAST

THE HOLDER

In consideration of the grant of this Licence, the Company agrees to be bound by the terms, conditions and provisions of the Licence.
ST. PHILIPS CHRISTIAN EDUCATION

The Common Seal of . . . FOUNDATION LTD was affixed in accordance with its articles of association in the presence of (See note below):

 signature		 signature
PENE HELEN JEWELL print full name		GARRY HOWARD PACE print full name
DIRECTOR position		COMPANY DIRECTOR position
_____		_____
date		date

(Note: To be ruled through if executing this licence without seal - Corporations Law s. 127)

DESCRIPTION OF LANDS

PART 1

Local Govt. Area	PORT STEPHENS		
County	GLOUCESTER		
Parish	TOMAREE		
Suburb	SALAMANDER BAY, NELSON BAY		
Status:	Lot	Section	DP
Crown land being part	533		DP: 822120

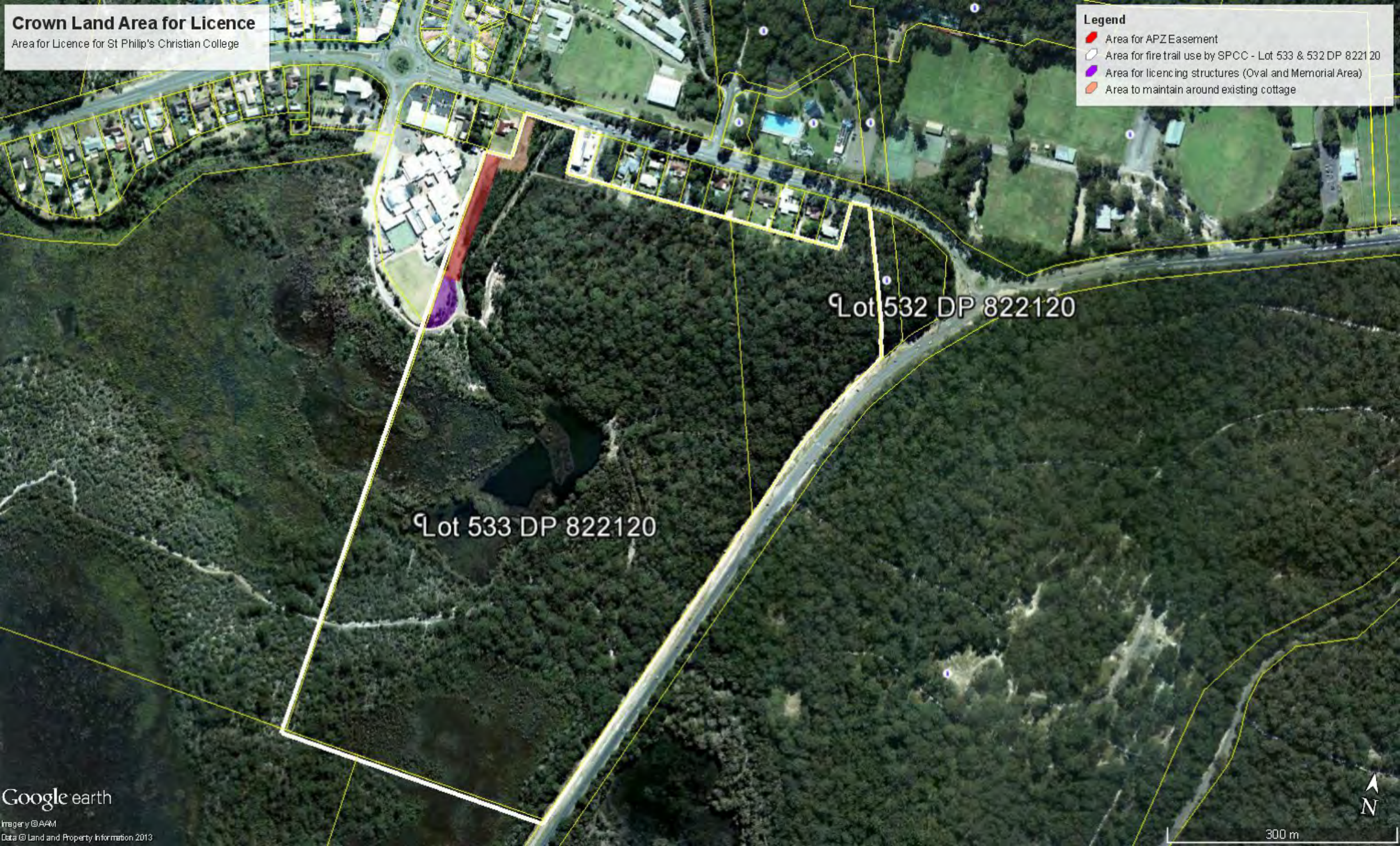
PART 2

Plan/diagram: Schedule 3	Area: 5550m2
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TEXT DESCRIPTION: Crown Land being that part of Lot 533 DP822120 (Reserve 753204 future public requirements, gazetted 29 June 2007) with red edge indicating the extent of the licence area within Lot 533 as shown in Schedule 3 Diagram.

Note - a Table of Contents appears at the end of this Licence (6.001)

***** End of Description of Land (Crown Land) *****



Crown Land Area for Licence

Area for Licence for St Philip's Christian College

Legend

- Area for APZEasement
- Area for fire trail use by SPCC - Lot 533 & 532 DP 822120
- Area for licencing structures (Oval and Memorial Area)
- Area to maintain around existing cottage



Firebird ecoSultants Pty Ltd
ABN-16 105 985 993

Appendix G - Correspondence from the NSW RFS

Cindy Dickson

From: Jason Maslen <Jason.Maslen@rfs.nsw.gov.au>
Sent: Wednesday, 30 September 2015 3:46 PM
To: Cindy Dickson
Cc: Samuel Harvey; Kalpana Varghese
Subject: RE: Confirmation regarding RFS conditions for licence over Crown Land

Hi Cindy,

Yes I can confirm that the NSW RFS would be satisfied that the condition would be met by the proposed licence wording for the reasons you set out. The conditions of the consent would oblige the proponent to undertake the agreed maintenance of the land to APZ standards.

Regards,

Jason



Jason Maslen | Acting Team Leader, Development Assessment and Planning | Customer Service Centre East
NSW RURAL FIRE SERVICE
Headquarters 15 Carter Street Lidcombe NSW 2141 | Locked Bag 17 Granville NSW 2142
P 1300 679 737 **F** 02 8867 7983 **E** Jason.Maslen@rfs.nsw.gov.au
www.rfs.nsw.gov.au | www.facebook.com/nswrfs | www.twitter.com/nswrfs
PREPARE. ACT. SURVIVE.

From: Cindy Dickson [mailto:Cindy.Dickson@portstephens.nsw.gov.au]
Sent: Wednesday, 30 September 2015 3:31 PM
To: Jason Maslen
Cc: Samuel Harvey
Subject: Confirmation regarding RFS conditions for licence over Crown Land

Hi Jason,

As discussed with you a ministerial was received recently by Crown Land (dated 15 September 2015) relating to a licence application for the Crown Land adjoining the St Phillips Childcare Centre at Salamander Bay (Lot 533 DP822120). Council officers were requested today to provide urgent comment to Crown Lands in relation to the proposal (our reference DA 16-2013-622-1, your reference D13/2465) to enable response to the ministerial by 2 October 2015.

Could you please confirm that the RFS would be satisfied that your conditions (outlined in your correspondence dated 16 July 2015) will be complied with as long as the licence from Crown Lands requires the land to be maintained in its current state (i.e. mowed grassland).

Therefore as long as the licence gives the proponent the right to go onto the land and maintain it that this would be satisfactory and that the licence would not be required to specifically state that it was for the purpose of an APZ (as this is tied to the conditions of consent under the development application).

Should you wish to discuss further please do not hesitate to contact me on 0419 258 705.

Regards

Cindy Dickson | Planning and Developer Relations Coordinator

p (02) 49800129
m 0419258705
w www.portstephens.nsw.gov.au



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Firebird ecoSultants Pty Ltd
ABN-16 105 985 993

Appendix H – Letter from Port Stephens Council



PORT STEPHENS
COUNCIL

Firebird ecoSultants Pty Ltd
PO Box 354
Newcastle NSW 2300
Please quote file no: PSC2007-0856

Dear Sarah,

RE: Deed of Commercial Licence between Port Stephens Council and St. Phillips Christian College Port Stephens.

The following information provides an overview of the agreement between Port Stephens Council and St. Phillips Christian College to licence part of Lot 21 DP1044009 situated at 100 Salamander Way, Salamander Bay NSW 2317.

A Deed of Commercial Licence was entered into between Port Stephens Council and St. Phillips Christian College Port Stephens and dated 13 July 2016. The Deed is for a licenced area of approximately 1.33 hectares, adjoining the west and south western boundaries of the St. Phillips Christian College. The Deed of Commercial Licence stipulates the Permitted Use as **"Construction and maintenance of an area for car parking and playing fields"**. In addition, Special Conditions contained within the agreement, provide for the Licensee to maintain free and clear vehicular access 24 hours a day, seven days a week to the fire trail located within the licenced area. The consent requires the fire trail to be relocated adjacent to the western boundary of the licenced area. So as to facilitate the extension of the sports field.

A separate Development Application for a new 164 space carpark, including a bus interchange, relocation of a fire trail, and extension to a sports field, had been approved by Port Stephens Council (**16.2016.770.1 dated 13 June 2017**), an amended consent (**16.2016.770.2 dated 12 December 2017**) was subsequently approved by Port Stephens Council.

The Consent and the Deed of Commercial Licence allow all vegetation to be removed from the Licenced area for the purpose of constructing and maintaining the area for car parking and playing fields. The development of the licenced area for the permitted use will ensure that the land is permanently managed.

If you have any further enquiries regarding the above please do not hesitate to contact the writer.

Kind Regards,

Norm Barnes
Property Development Coordinator
Telephone enquiries
(02) 4988 0389



Firebird ecoSultants Pty Ltd
ABN-16 105 985 993

Port Stephens Council stating that this land will be permanently managed is contained in Appendix H.

We trust that the additional information provided and response to your request for additional information is satisfactory and allows you to finalise your assessment and issue a Bushfire Safety Approval (BFSA) for the proposed development.

However, should you have any questions in relation to the contents of this submission or would like to arrange a meeting to discuss any of the above matters further, please do not hesitate to contact the undersigned

Yours faithfully
Firebird EcoSultants Pty Ltd



Sarah Jones
B.Env.Sc., G.DIP.DBPA (Design for Bushfire Prone Areas)
Ecologist / Bushfire Planner