



Firebird ecoSultants Pty Ltd
ABN-16 105 985 993

NSW RFS
Headquarters
15 Carter Street
Lidcombe NSW 2141

ATTENTION: JOSHUA CALANDRA

Dear Joshua,

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 9 November 2017, this additional information specifically relates to the request from NSW Rural Fire Service (RFS).

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

1. In order for the NSW RFS to further consider the proposal, additional information is required in relation to how the proposal complies with the relevant provisions of Planning for Bush Fire Protection 2006 with regard to the required APZs. This should include section 4.2.4 (a) Schools which states Efforts must be made to improve the resilience of buildings, and new classrooms should be not being extended towards bushland where they do not comply with the setback requirements of Appendix 2. Where existing schools do not meet setback requirements any upgrades should incorporate improve bush fire protection measures.

Please refer to Table 1-1 Bushfire Threat Assessment showing compliance with PBP 2006 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
North	N/A existing –	N/A developed –	N/A developed –	N/A developed –	N/A



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	development	Land	Land	Land	
East	Forested Wetland followed by Open Forest	Flat upslope /	47m	47m	
South	Forested Wetland	Flat	>60m	>60m	50m
West	Forested Wetland and Scrub for the purposes of this assessment the highest fuel load being Open Forest has been used	Flat	>49m to the heath vegetation >50m to the forested wetland	28m	From the scrub only require 45m and from the forested wetland requires 50m

2. Furthermore, it is noted that the report relies on extensive asset protection zone (APZ) outside of the site on the basis that 'these areas have been historically maintained by the school since it opened nearly 20 years ago and will be continue to be maintained'. In order to rely on APZs outside of the site, suitable the mechanisms are required to be put in place to ensure the ongoing provision of these APZs in perpetuity.

St Phillip's Christian College & Port Stephens Council have entered into executed licence (refer to Appendix A) to ensure ongoing maintenance of the APZs as detailed in Appendix B. Therefore, a mechanism is in place to ensure the ongoing provision of these APZs. Refer to Appendix A

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

Yours faithfully
Firebird EcoSultants Pty Ltd

  **BPAD**
Bushfire
Planning & Design
Accredited Practitioner
Level 3

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



Firebird ecoSultants Pty Ltd
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Appendix A - Executed Licence



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.

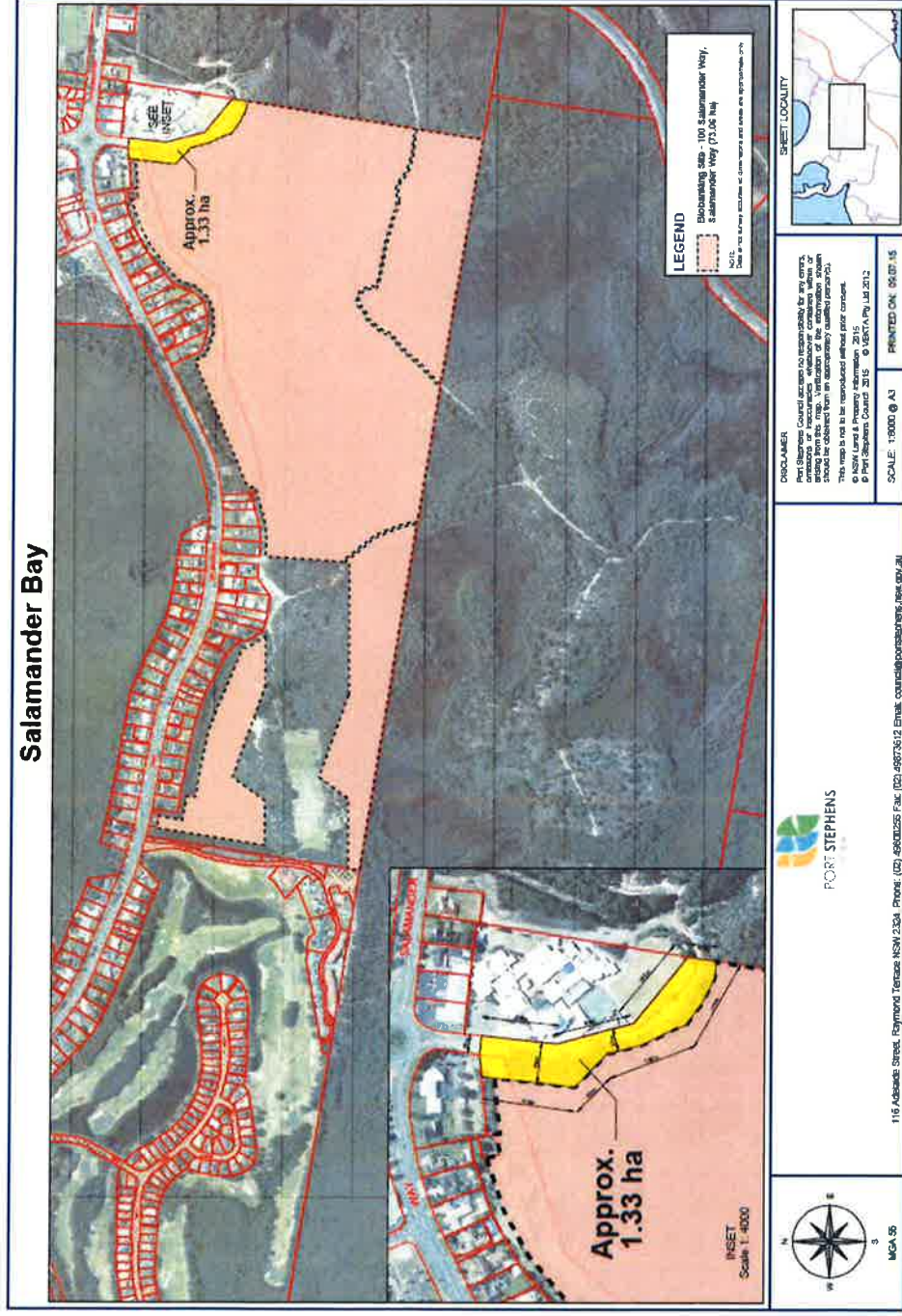
- 28.12. It is a condition of this Licence that the Licensee ensures that free and clear vehicular access is maintained along this Right of Carriageway on a twenty four (24) hour basis seven (7) days a week.
- 28.13. The Licensor and the Licensee enter into this Deed of Commercial Licence with the full 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

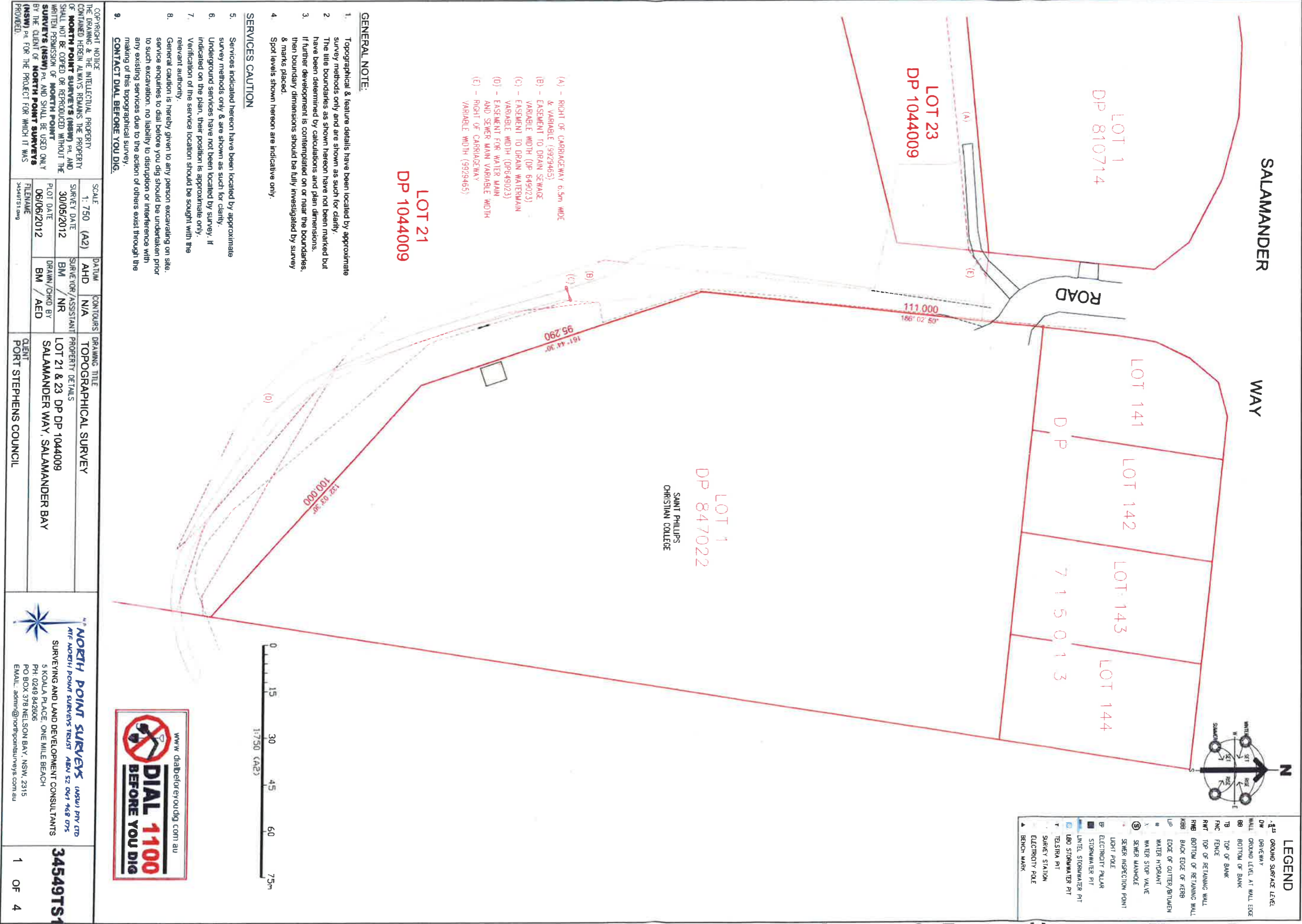
ANNEXURE B - PLAN OF PREMISES

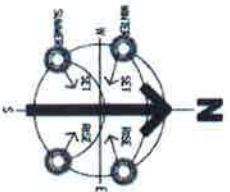
Licence of - an area of approximately 13,300 m² LOT 21 IN DEPOSITED PLAN 1044009 being part of the land shown shaded in yellow on the plan below:



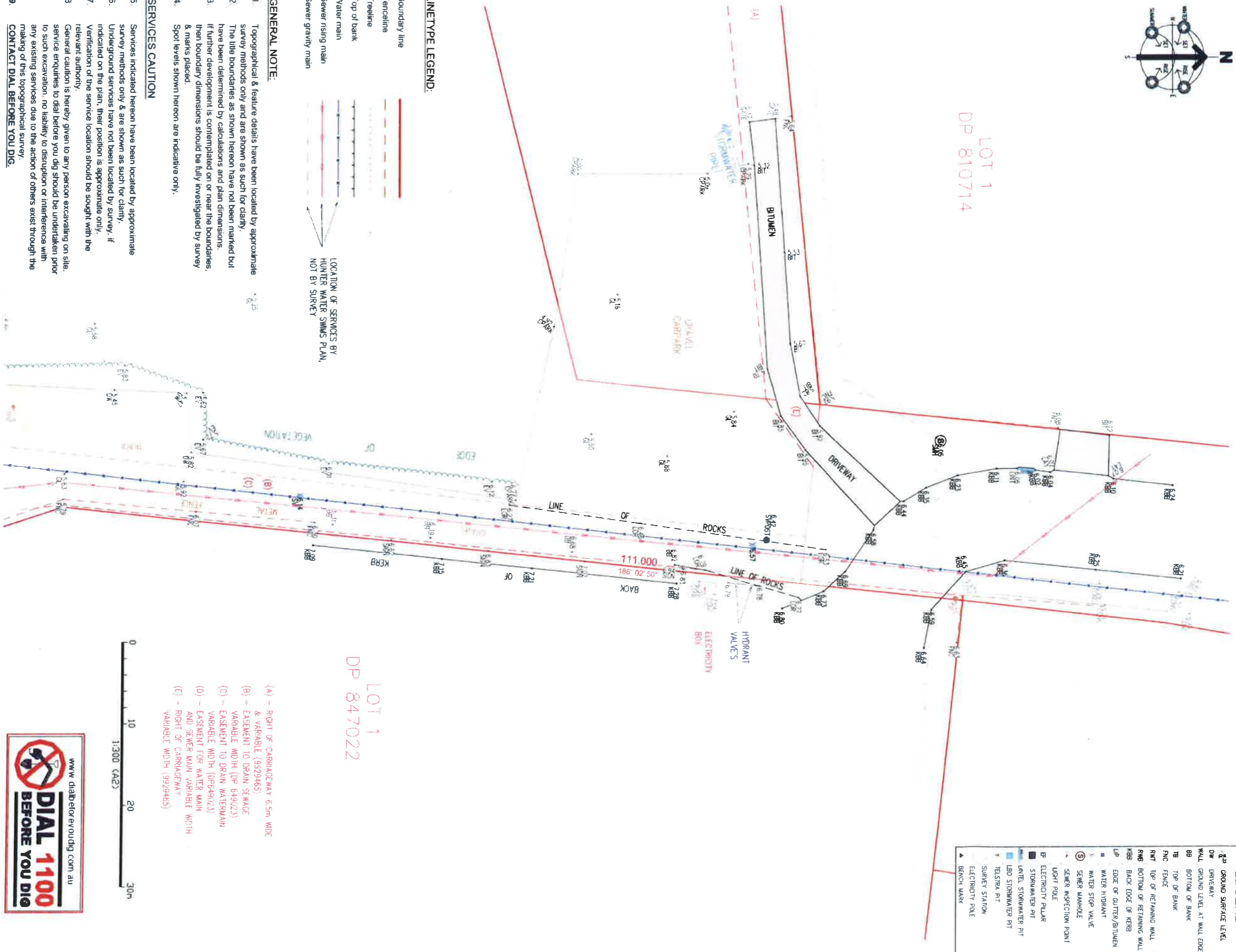
ANNEXURE C - TOPOGRAPHICAL SURVEY PLANS

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





LOT 1
DP 810714



- 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 SWMS PLAN,
NOT BY SURVEY

- GENERAL NOTE:**
- Topographical & feature details have been located by approximate survey methods only and are shown as such for clarity.
 - The title boundaries as shown hereon have not been marked but have been determined by calculations and plan dimensions.
 - If further development is contemplated on or near the boundaries, then boundary dimensions should be fully investigated by survey & marks placed.
 - Spot levels shown hereon are indicative only.
- SERVICES CAUTION**
- Services indicated hereon have been located by approximate survey methods only & are shown as such for clarity.
 - Underground services have not been located by survey, if indicated on the plan, their position is approximate only.
 - Verification of the service location should be sought with the relevant authority.
 - 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.
 - CONTACT DIAL BEFORE YOU DIG.**



- 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

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

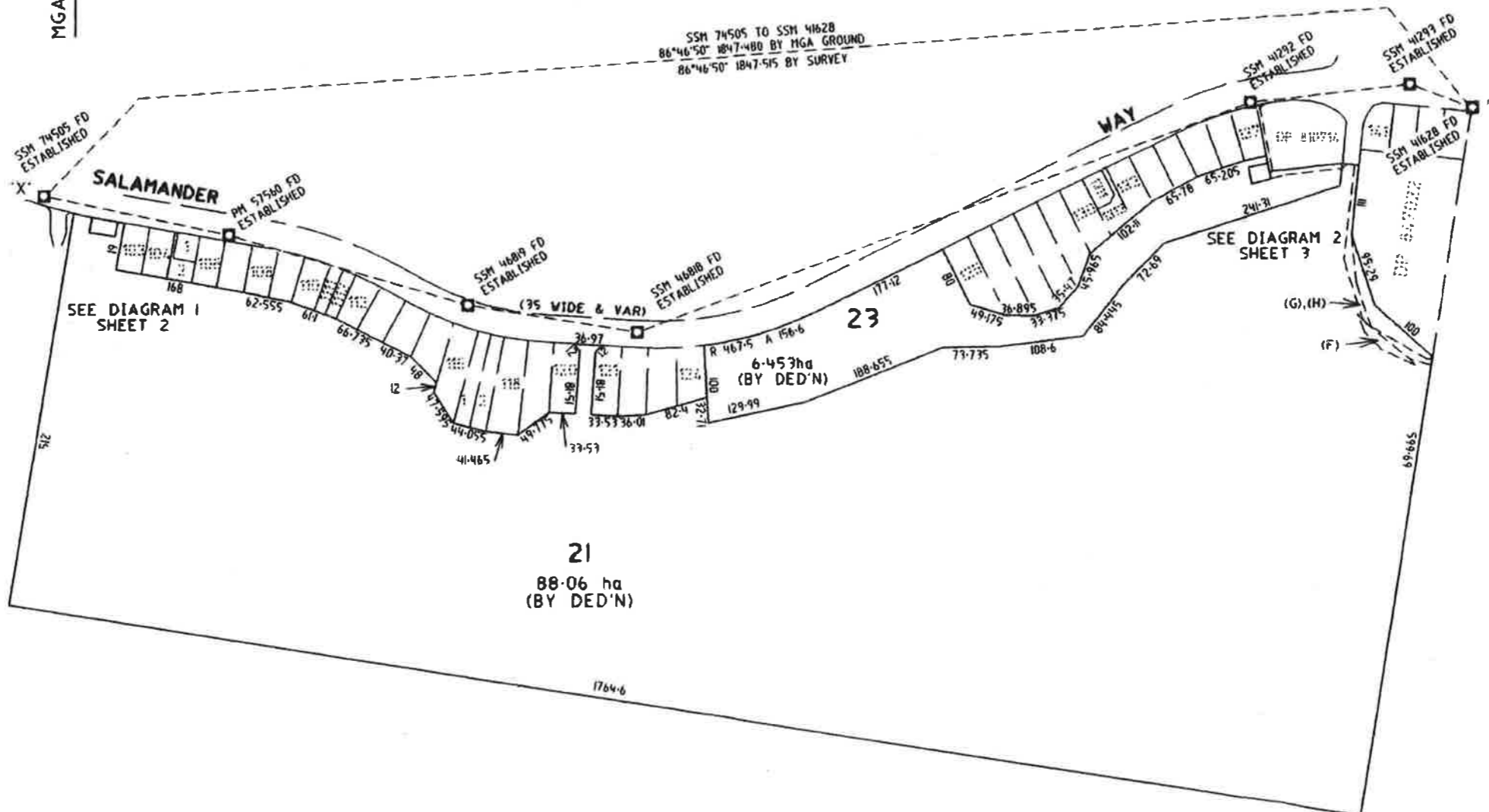
Plan Drawing only to appear in this space

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" 321-178 MGA GRND	
106°34'26" 321-668 BY ME	
SSM 46819 TO SSM 46818	
99°24'55" 220-07 MGA GRND	
99°25'12" 220-03 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

Land District
Paper No.
Field Book

Subdivision Certificate

hereby certify that the provisions of s.10(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

(Insert "subdivision" or "new road")

Authorized Person/General Manager/Accredited Certifier

Consent Authority

Date of endorsement

Accreditation no.

Subdivision Certificate no.

File no.

Note: When the 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 inapplicable

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	6377158-730	56	B	U
SSM 46818	415584-669	6377122-732	56	B	U
SSM 41292	416375-709	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/Country

Dated: 26/07/2002

(Signature) P. Bartlett

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

SURVEYOR'S REFERENCE: EB9035 CHECKLIST

G.N.

MGA ZONE 56

DP1044009

Registered  06 09 2002

This 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.

OFFICE USE ONLY

PLAN AMENDED BY PETER BARTLETT 29/08/2002

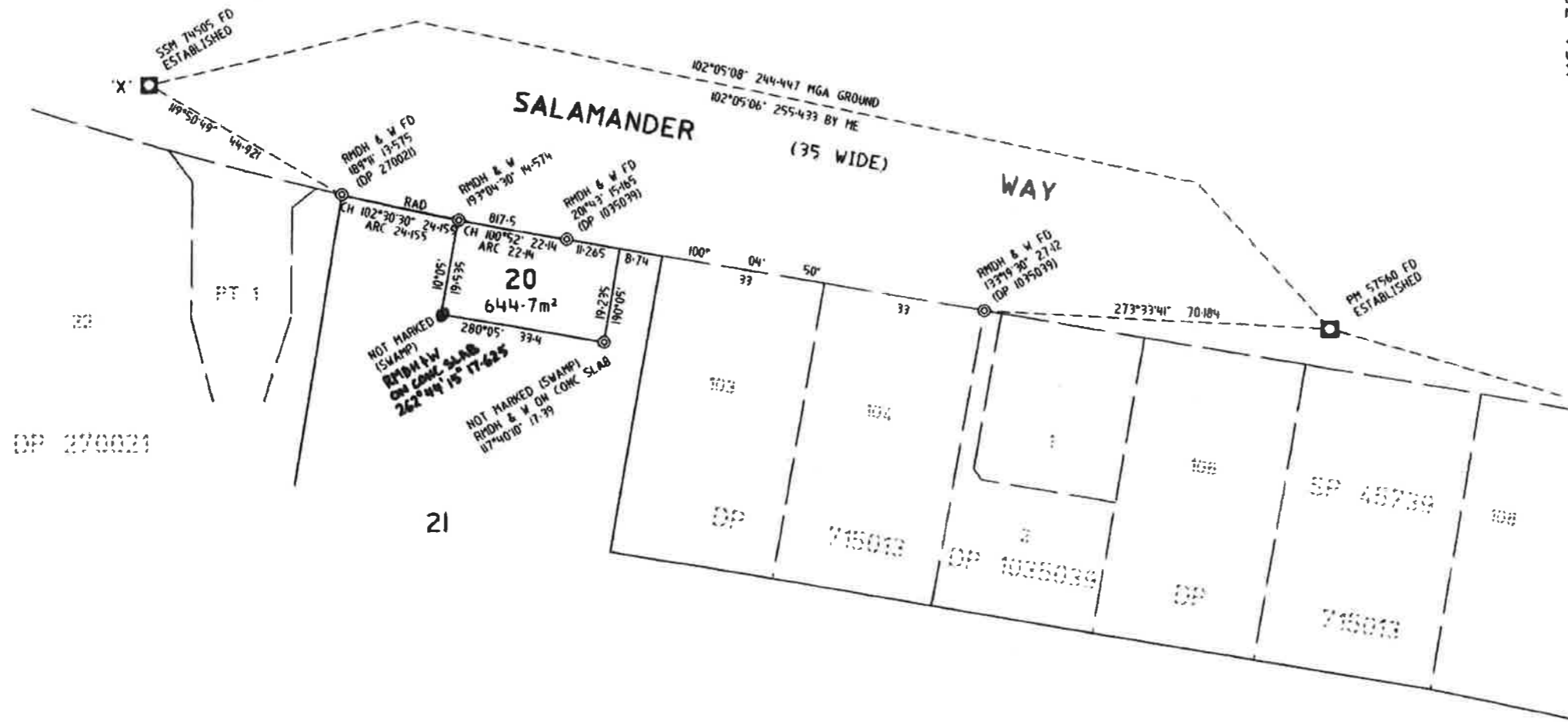


DIAGRAM 1

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
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 (H) EASEMENT FOR WATERMAIN VARIABLE WIDTH (DP 649023 DEALING 0388479)

SHORT LINE TABLE

No.	Bearing	Distance	Arc	Radius
1	(80°01'45")	(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

Authorised 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.

1 MINUTE 191

B Mackenzie
Mayor
BRUCE MACKENZIE

22


Executive Principal
GRAEME IRWIN



Firebird ecoSultants Pty Ltd
ABN-16 105 985 993

Appendix B – APZ and Vegetation Map