



DRAFT [No.5]: [5 October 2017]
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Material Public Benefit Deed

Dated 5 October 2017

Northern Beaches Council 61340837871 ("Council")
Sunland Developments No. 28 Pty Ltd ACN 169 795 546 ("Developer")

King & Wood Mallesons on behalf of Northern Beaches Council

Material Public Benefit Deed

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Details

Parties		
Council	Name	Northern Beaches Council
	ABN	61340837871
	Address	725 Pittwater Road Dee Why NSW 2099
	Fax	
	Telephone	02 9942 2111
	Email	
	Attention	David Kerr – General Manager Planning, Place & Community
Developer	Name	Sunland Developments No. 28 Pty Ltd
	ACN	169 795 546
	Address	'One One One Eagle Street', Level 26, Suite 2602, 111 Eagle Street, Brisbane QLD 4000
	Telephone	02 9210 2100
	Email	idacic@sunlandgroup.com.au
	Attention	State Director
Governing law Australia		
Recitals	A	Council is satisfied that the development the subject of the Development Consent, will or is likely to require the provision of or increase in demand for public amenities and public services within the area.
	B	In accordance with s94(1) of the <i>Environmental Planning and Assessment Act 1979</i> (" EP&A Act "), Council has granted the Development Consent subject to a condition requiring the payment of a monetary contribution (" s94 Contribution ").
	C	In accordance with s94(5) of the EP&A Act, Council has agreed to accept the provision of a material public benefit in part satisfaction of the s94 Contribution on the terms set out

in this document.

- D** The Developer agrees to provide the material public benefit in accordance with this document to **partly** satisfy the s94 Contribution.

Material Public Benefit Deed

General terms

1 Definitions and interpretation

1.1 Definitions

Unless the contrary intention appears, these meanings apply:

Business Day means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday in that place).

Costs includes costs, charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.

Confidential Information means any information about a Party's business or operations received by the other Party under this document or in relation to the subject matter of this document.

Council Representative means a person appointed under this document acting on behalf of Northern Beaches Council.

Details means the section of this document headed "Details".

Development Consent means Development Consent(s) N0177/15 dated 28 September 2016 and N0177/15/S96/1 dated 23 March 2017 granted by Council to the Developer as modified from time to time.

Dispute includes any dispute, controversy, difference or claim arising out of or in connection with this document or the subject matter of this document, including any question concerning its formation, validity, interpretation, performance, breach and termination.

Bank Guarantee means an unconditional guarantee issued by an Australian Bank and able to be called upon by Council at any time and without notice to the Developer.

Consultants means any consultants the Developer may appoint in connection with the Works.

Date for Practical Completion means 28 February 2019.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property;
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this document);

- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within [14/30] days), resolution passed or and other action taken, in each case in connection with that person, in respect of any of the things described in paragraphs (a), (b) or (c);
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this document reasonably deduces it is so subject);
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to in any of the things described in paragraphs (a) to (g) happens in connection with that person under the law of any jurisdiction.

Land means the land on which the Material Public Benefit is to be carried out.

Material Public Benefit means the carrying out of the Works in accordance with this document.

Plans and Specifications means the plans and specifications for the Works contained in Schedule 2.

Practically Complete and Practical Completion means the stage where the Works have been constructed substantially in accordance with the Plans and Specifications, and the Architect has certified that all necessary inspections have been carried out and a written approval has been given by all relevant Authorities to the occupation and use of the Complex.

s94 Contribution means the monetary contribution required to be paid under condition C23 of the Development Consent, being \$1,595,024.80

Reduced s94 Contribution means the s94 Contribution (which is the amount of \$1,595,024.80) less the value of the Works (which is agreed to be \$417,547), being \$1,177,477.80.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) paid, payable or assessed as being payable by any authority together with any fines, penalties and interest in connection with them.

Works means the Works defined in Schedule 1 (Works Schedule).

Works Program means the program for carrying out the Works contained in Schedule 3.

1.2 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this document:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);

- (c) a reference to a document also includes any variation, replacement or novation of it;
- (d) a reference to "**person**" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (e) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (g) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (h) if a party must do something under this document on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day;
- (i) if the day on which a party must do something under this document is not a Business Day, the party must do it on the next Business Day;
- (j) a reference to dollars is to the lawful currency of Australia.

2 No undisclosed principals or undisclosed trusts

Except as expressly stated in writing in this document, no person enters into this document as an agent for any other person or as trustee of any trust or on behalf or for the benefit of any other person.

3 No representations or warranties

Each party acknowledges that in entering into this document it has not relied on any representations or warranties about its subject matter except as expressly provided by the written terms of this document.

4 Consultants, Developer's Representative and Sale of the Land

4.1 Consultants Generally

- (a) At its cost, the Developer may engage Consultants to assist in the design and supervision of the construction of the Works. The Developer may engage additional, appropriate Consultants, or replace any Consultant. The Developer must give the Council details of all Consultants engaged from time to time in relation to the Works and details of any change of Consultants promptly after the change occurs.

4.2 Developer's Representative

- (a) The Developer must, at its own cost, appoint a person to be its representative for the purposes of this document ("**Developer's Representative**").
- (b) The Developer must give written notice of the appointment of the Developer's Representative to the Council's Representative.

- (c) Any notice, direction or communication given by the Council to the Developer's Representative will be deemed to be a notice, direction or communication given to the Developer.

4.3 Sale of the Land

- (a) If the Developer intends to sell the Land, it must give the Council notice in writing no less than 4 weeks before the settlement date of the sale.
- (b) The Developer must include in any contract for the sale of the Land a provision to the effect that the incoming purchaser is required to enter into a document with the Council for the carrying out of the Works on the same or similar terms as this document, including the provision of replacement Bank Guarantees under clause 7.

5 Possession of the Land

5.1 Council to Have Access

The Council (and other responsible representatives of the Council) may have access to the Land during the ordinary working hours on the land, for the purpose of:

- (a) inspecting and measuring the progress of the Works; and
- (b) undertaking reasonable tests applicable to the relevant type of Works, provided that:
- (c) in doing so, they must not unreasonably interfere with the progress of the Works; and
- (d) on entering the land, any representative of the Council must inform the Developer or the Builder of their presence.

6 Provision of Material Public Benefit

6.1 Developer Obligations Generally

The Developer must:

- (a) procure the Works to be carried out in accordance with the Works Program and ensure that construction of the Works:
 - (i) is completed substantially in accordance with the Plans and Specifications; and
 - (ii) complies with all laws and the requirements of any relevant authorities.

at the Developer's own risk and expense.

6.2 Developer Construction Obligations

The Developer must ensure that:

- (a) the Works are constructed in a proper and workmanlike manner, under adequate and competent supervision and substantially in accordance with the Plans and Specifications; and

- (b) the Works will be constructed using materials in accordance with the Plans and Specifications, which are fit for their purpose and free from any form of contamination.
- (c) it will use due skill and care in carrying out its obligations under this document.

6.3 Development Costs

The Developer is solely responsible for payment of all Costs associated with carrying out its obligations under this document. To avoid doubt, if the Developer's Costs exceed the Reduced s94 Contribution, the excess is not recoverable from the Council and no further reduction in the Developer's s94 Contribution is permitted.

6.4 Works Program

The Developer must keep the Council advised in a timely fashion about any material departure from the Works Program but must continue to use its best endeavours to ensure that the Works are completed by the Date for Practical Completion.

6.5 Progress and Practical Completion

The Developer must:

- (a) bring the Works to Practical Completion by the Date for Practical Completion; and
- (b) on the Date of Practical Completion deliver up the Works to the Council.

7 Bank Guarantee

7.1 Developer to provide Bank Guarantee

- (a) The Developer must provide a Bank Guarantee equal to the total value of the Material Public Benefit, the Works, or part of the s94 Contribution, to Council's reasonable satisfaction, upon execution of this document until Practical Completion.
- (b) If the value of the Material Public Benefit, the Works or part of the s94 Contribution is varied in accordance with this document during the term of this document, a revised Bank Guarantee must be provided to reflect the revised value.

8 Practical Completion

8.1 Notice of Practical Completion

When the Developer considers that the Works are nearing Practical Completion, the Developer must give notice to the Council nominating the date when the Developer anticipates that Practical Completion will be achieved. That date must be not less than 14 days after the date of issue of the notice.

8.2 Inspection

On the day specified in the notice described in clause 8.1 ("Notice of Practical Completion") an appointment must be made for the Developer's Representative and a representative of the Council to inspect the Works for the purpose of identifying any matters requiring attention.

8.3 Issue of Certificate

- (a) After inspection has occurred under clause 8.2 ("Inspection"), if the Council Representative is of the opinion that Practical Completion has been reached, Council must issue a Certificate of Practical Completion.
- (b) If the Council Representative does not issue a Certificate of Practical Completion after an inspection under 8.3(a) and the Developer disagrees with that decision, the Developer may institute the Dispute Resolution process in clause 13 ("Expert Determination").

8.4 Maintenance of Works

- (a) For the period of 26 weeks after the Certificate of Practical Completion issues, the Developer must maintain the Works.
- (b) For the period of 52 weeks after the Certificate of Practical Completion issues, the Developer must maintain any landscaping associated with the Works.
- (c) On request Council will provide to the Developer a form of licence to be agreed by the Parties to access the Land until the maintenance period of the Works is completed.

8.5 Liability for defects

For the period of 52 weeks after the Certificate of Practical Completion issues, the Developer must cause to be completed or made good any omission or defect in the Works as soon as reasonably practicable after notice of the omission or defect has been given by the Council to the Developer.

8.6 Developer to have Access

The Developer and its contractors will be given reasonable access to the Works for the purposes of clause 8.4.

8.7 Bank Guarantees for maintenance of Works

The Developer must provide two Bank Guarantees in a form acceptable to the Council Representative upon the issue of the Certificate of Practical Completion, for the purpose of ensuring the maintenance of the Works in accordance with clause 8.4 ("Maintenance of Works"):

- (a) A Bank Guarantee in the sum of 5% of the value of the Works; and
- (b) A Bank Guarantee in the sum of 5% of the value of the landscaping associated with the Works.

9 Variations

9.1 Mandatory Changes to Development

If there are changes in the requirements of any competent authority then the Developer must:

- (a) cause the Works to be redesigned to accommodate the variations;
- (b) seek all necessary approvals for those variation works; and
- (c) notify the Council of the details of the variations,

and subject to all necessary approvals being obtained for those variation works, the Developer must incorporate those variations into the Works.

9.2 Other variations

- (a) The Council may request amendments in writing to the Works and the Developer must incorporate those variations into the Works as soon as reasonably practicable after receiving such notice in writing.
- (b) For any variations requested in clause 9.2(a) that, in accordance with the EP&A Act, require an amendment to the Development Consent or a fresh development application, the Developer is solely responsible for obtaining that development consent, including any costs associated with it.
- (c) For any variations requested in clause 9.2(a) that are not minor, the Developer and the Council are to agree either:
 - (i) that the agreed value of the works for the purpose of calculating the Reduced s94 Contribution will be increased; or
 - (ii) that the Council will provide the Developer the amount reflecting the cost of the variation.

10 Insurance and indemnity

10.1 Risks

From the date of this document up to and including the Date of Practical Completion, the Developer will be solely liable for the preservation and protection of the Works and all materials and other things that are brought onto the Land by or on behalf of the Developer or any of its contractors, subcontractors or Consultants for the purposes of carrying out the Works.

10.2 Developer to Make Good Damage

The Developer must ensure that it makes good all loss or damage to the Works, materials, machinery or equipment on the Land, which results from any cause whatsoever (when that making good is necessary for the satisfactory completion of the Works).

10.3 Works Insurance

Before commencing the Works, the Developer must take out:

- (a) an insurance policy to cover its liabilities as set out in clauses 10.1 ("Risks") and 10.2 ("Developer to Make Good Damage") against all loss or damage resulting from any cause whatsoever to the Works, any materials, plant or other things that are brought onto the Land by or on behalf of the Developer or any of its contractors, subcontractors or Consultants for the purpose of carrying out the Works; and
- (b) a public liability insurance policy for an amount of at least \$10 million in respect of any one claim;

with insurers and on terms approved by the Council.

10.4 Insured Amount

The insurance policies referred to in clause 10.3 ("Works Insurance") must note the interests of the Council as a co-insured. The insurance policy referred to in clause 10.3(a) must be for an amount not less than the aggregate of the replacement or reinstatement cost of the Works and a sum to cover the total of the reasonable assessments for insurance purposes of architects, engineers and surveyors' fees and Costs of demolition and removal of debris relating to and necessarily incurred in the reinstatement of loss or damage to the Works.

10.5 Evidence of Insurance

The Developer must give the Council a certificate of evidence of currency of the insurance required to be effected by the Developer in accordance with 10.3 ("Works Insurance").

10.6 Indemnity

The Developer is liable for and indemnifies the Council against all claims, suits, demands, Costs, losses or expenses in respect of any personal injury or death of any person, loss of or damage to any property arising out of or in connection with the Works, except to the extent that it is due to the negligence or default of the Council or anyone for whom the Council is at law responsible.

11 General

11.1 Inconsistencies

If there is any ambiguity, discrepancy or inconsistency between this document and documents annexed to this document then the documents will prevail (to the extent of such ambiguity, discrepancy or inconsistency) in the following order of priority:

- (a) first, this document;
- (b) second, the Plans and Specifications; and
- (c) third, the Works Program.

11.2 Developer to Supply Building Records

The Developer must cause to be prepared and delivered to the Council (as soon as practicable after issue of the Certificate of Practical Completion) or upon termination of this document:

- (a) as built drawings for the Works;
- (b) all approvals not previously delivered to the Council;
- (c) all maintenance and operating manuals and other documents for the maintenance and operation of the Works which are be in the possession of the Developer or which are properly called for under this document; and
- (d) a list of contractors and Consultants together with the address, telephone number and contact personnel of each contractor and Consultant for future reference in building maintenance.

11.3 Not to Assign

The Developer may not assign all or any of its right or obligations under this document, without the prior written consent of Council.

11.4 Assignment of Warranties

- (a) Promptly after Practical Completion, the Developer must assign to the Council (so far as they are capable of assignment):
 - (i) the benefit of (and hand over to the Council) all warranties or guarantees (which have not then expired) given by any Consultants, contractors, manufacturers or suppliers of any materials, plant or equipment incorporated into the Works; and

- (ii) the benefit of any other agreement relating to the Works.
- (b) If a warranty or guarantee or the benefit of an agreement is not capable of assignment, the Developer must do all things reasonably requested by the Council to enforce the warranty or guarantee or agreement as soon as practicable after the Council's request and the Council must reimburse to the Developer all reasonable Costs incurred by the Developer.

12 Default and Termination

12.1 Default by the Developer

If the Developer:

- (a) suspends the carrying out of the Works before the Date of Practical Completion;
- (b) fails to ensure that the construction of the Works proceeds with reasonable diligence and in a competent manner; or
- (c) fails to observe or perform any other obligation on its part under this document,

and that default continues for 14 days after the Council gives written notice to the Developer specifying the default and requiring the Developer to rectify the default, then (subject to resolution, in accordance with clause 13 ("Expert Determination") of any Dispute or difference in relation to the default) the Council may, by further written notice to the Developer, and without prejudice to any other remedy available to the Council, terminate this document.

12.2 Council's Rights on Termination

If the Council terminates this document:

- (a) the Council may engage others to complete the Works and for that purpose may use all temporary buildings, plant, equipment and materials on the land;
- (b) the Developer must at the Council's request assign to the Council:
 - (i) the benefit of any consultancy agreements, construction agreements and any other contracts for the supply of materials or the doing of any work in relation to the Works;
 - (ii) all the Developer's rights and interests in the Plans and Specifications; and
 - (iii) the benefit of any bonds, guarantees or other securities given by the Builder under any construction agreement and all warranties or guarantees (which has not then expired) given by the Builder or any other Consultants, contractors, manufacturers or suppliers of any materials, plant or equipment incorporated into the Works and of any other agreement relating to the Works;
- (c) the Developer must at the Council's request remove from the Land all temporary buildings, plant, equipment and materials within 14 days of that request failing which the Council may treat those items as abandoned by the Developer;
- (d) the Developer is to stop all works related to the Development Consent unless and until the s94 Contribution, inclusive of the Reduced s94

Contribution is confirmed to be paid by the Council or the Works are completed in accordance with this document, whichever is the earlier; and

- (e) the Council may convert the Bank Guarantees provided under this document into money and apply the proceeds to complete the Works or for any other purpose the Council deems fit.

12.3 Insolvency of Developer

If an Insolvency Event occurs in relation to the Developer, that will constitute default under this document and the Council may exercise the powers conferred on it by clauses 12.1 ("Default by the Developer") and 12.2 ("Council's Rights on Termination").

12.4 Power of Attorney

The Developer appoints the Council to be the Developer's attorney to execute all documents necessary to facilitate the assignments referred to in clause 12.2(b). This power of attorney may only be exercised if the Developer fails to execute any relevant documents within 7 days after being requested by the Council to do so. This power of attorney is given by the Developer as security for performance of the Developer's obligations owed to the Council under this document and is irrevocable.

12.5 Survival

- (a) The obligations under clauses 6.1(a)(ii) (compliance with laws), 7.1 (Bank Guarantee), 8.5 (Liability for defects), 8.7 (Bank Guarantees for maintenance of Works), 10 (Insurance and indemnity), 11.2 (Developer to Supply Building Records), 12 (Default and Determination), 13 (Expert Determination), 14 (Confidentiality), 17 (Notices and other communications), 18 (General), 19 (Governing law) survive termination of this document.
- (b) Each indemnity in this document survives the expiry or termination of this document.

13 Expert Determination

13.1 Reference of Dispute

If the parties have any Dispute or difference as to the performance of this document, or arising out of this document, either party may refer that Dispute or difference to the President of the appropriate institute or association and request the President to appoint an expert or mediator (as appropriate) to determine the Dispute.

13.2 Expert or Mediator

Where any Dispute or difference is referred for determination, the expert or mediator will be appointed by one of the following institutes as is appropriate in the circumstances:

- (a) if an engineer: by the President of the Institution of Engineers, Australia, NSW Chapter; or
- (b) if a mediator: by the President of the Institute of Arbitrators Australia, NSW Chapter

13.3 Parties to use best endeavours

When any Dispute or difference has been referred for determination, the parties must each:

- (a) use their best endeavours to make available to the expert or mediator all facts and circumstances which the expert or mediator requires in order to settle or determine the Dispute or difference; and
- (b) ensure that their respective employees, agents or consultants are available to appear at any hearing or enquiry called for, by the expert or mediator.

13.4 Right to be heard

The parties each have the right to:

- (a) make submissions to; and
- (b) be heard by,

the expert or mediator.

13.5 Expert's decision

If an expert is appointed, the expert will be required in its appointment to make and deliver its written determination to the parties within a period of one month (or such other period as the parties may agree, or the expert may determine) after the date of submission of the Dispute or difference to the expert.

13.6 Expert's determination binding

If an expert is appointed, the expert will act as an expert, not as an arbitrator, and its decision will be final and binding upon the parties.

13.7 Costs of determination

- (a) The expert or mediator must also determine the amount of the costs and expenses of, and relating to, the reference of any Dispute or difference to them.
- (b) Each party must bear their own costs and expenses of the Dispute.

13.8 Conduct pending expert determination

In the event of any Dispute being referred for the decision of the expert or mediator as provided under this clause 13:

- (a) if it is possible to do so, the construction of the Works will proceed pending the decision; and
- (b) if either party is challenging any payment claimed by the other:
 - (i) so much of that payment (as is admitted to be owing) must be paid immediately; and
 - (ii) an appropriate adjustment must be made within 14 days of the expert's decision.

14 Confidentiality

14.1 This document not confidential

The terms of this document are not confidential and this document may be treated as a public document and exhibited or reported without restriction by any party.

14.2 Other Confidential Information

- (a) The parties acknowledge that:
 - (i) Confidential Information has been supplied in some or all of the parties in negotiation leading up to the making of this document; and
 - (ii) the parties may disclose to each other further Confidential Information in connection with the subject matter of this document.
- (b) The parties agree:
 - (i) not to disclose any Confidential Information received before or after the making of this document to any person without the prior written notice of the party who supplied the Confidential Information; and
 - (ii) to take all reasonable steps to ensure all Confidential Information received before or after the making of this document is kept confidential and protected against unauthorised use or access.
- (c) A party may disclose Confidential Information in the following circumstances:
 - (i) in order to comply with the Law; or
 - (ii) so that any of their employees, advisors or consultants to whom it is considered necessary to disclose the information, if the employee or consultant undertakes to keep the information confidential.

15 Costs

15.1 Costs

Each party is to pay their own Costs in connection with the preparation, negotiation, execution and completion of this document.

16 Goods and services tax (GST)

The parties agree that under current law, Divisions 81 and 82 of the A New Tax System (Goods and Services Tax Act) 1999 suggest that GST should not apply, however this clause is included out of an abundance of caution.

16.1 Consideration GST exclusive

Unless expressly stated otherwise in this document, all amounts payable or consideration to be provided under this document are exclusive of GST.

16.2 Payment of GST

If GST is payable on any supply made under this document, for which the consideration is not expressly stated to include GST, the recipient agrees to pay to the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
- (b) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
- (c) this clause 16.2 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

16.3 Reimbursements

If a party is required under this document to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

16.4 Interpretation

For the purposes of this clause 16:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause 16 ("Goods and services tax (GST)");
- (b) "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

17 Notices and other communications

17.1 Notices

Notices and other communications in connection with this document must be in writing. They must be sent to the address, fax number or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

18 General

18.1 Variation and waiver

A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

18.2 Consents, approvals or waivers

By giving any approval, consent or waiver the Council does not give any representation or warranty as to any circumstance in connection with the subject matter of the consent, approval or waiver.

18.3 Discretion in exercising rights

Unless this document expressly states otherwise, Council may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection with this document in its absolute discretion (including by imposing conditions). Nothing in this document fetters Council's discretion in this regard.

18.4 Partial exercising of rights

Unless this document expressly states otherwise, if Council does not exercise a right, power or remedy in connection with this document fully or at a given time, they may still exercise it later.

18.5 Counterparts

This document may consist of a number of copies, each signed by 1 or more parties to it. If so, the signed copies are treated as making up a single document and the date on which the last counterpart is executed is the date of the document.

18.6 Representations and undertakings continue

Each representation, warranty and undertaking in this document is a continuing obligation despite execution.

18.7 Entire agreement

This document constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

19 Governing law

19.1 Governing law and jurisdiction

The law in force in the place specified in the Details governs this document and, to the extent the law permits, all matters in connection with this document including any non-contractual matters. The parties submit to the non-exclusive jurisdiction of the courts of that place.

Material Public Benefit Deed

Schedule 1 Works

The works are the reconstruction and rehabilitation of the Narrabeen Creek corridor adjacent to 18 Macpherson Street in accordance with the following approved

Construction Certificate plans:

- 1735-CW-CC-001
- 1735-CW-CC-020
- 1735-CW-CC-100
- 1735-CW-CC-150
- 1735-CW-CC-151
- 1735-CW-CC-300
- 1735-CW-CC-301
- 1735-CW-CC-302
- 1735-CW-CC-303
- 1735-CW-CC-304

Material Public Benefit Deed

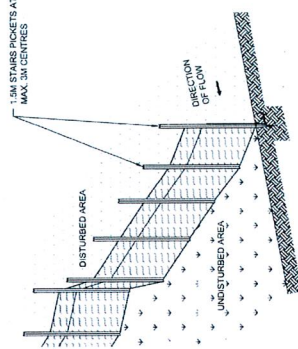
Schedule 2 Plans and Specifications

A1 SEDIMENT AND EROSION CONTROL

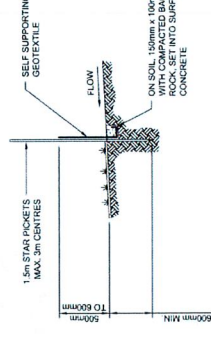
- THIS PLAN IS TO BE READ IN CONJUNCTION WITH OTHER ENGINEERING PLANS AND ANY WRITTEN INSTRUCTIONS THAT MAY BE ISSUED.
- THE CONTRACTOR SHALL IMPLEMENT ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO DISTURBANCE OF THE RELATED CATCHMENT AREA AND TO THE STANDARDS OF MANAGING URBAN STORMWATER, SOILS & CONSTRUCTION & FITT WATER COUNCIL SPECIFICATIONS.
- ALL SUBCONTRACTORS SHALL BE INFORMED OF THEIR RESPONSIBILITIES IN MINIMISING THE POTENTIAL FOR SOIL EROSION AND POLLUTION TO DOWN SLOPE AREAS.
- LAND DISTURBANCE SHALL BE LIMITED TO THAT NECESSARY FOR IMPLEMENTATION OF THE PLANS OF WORKS. BUFFER ZONES AND LANDS NOT TO BE DISTURBED SHALL BE CLEARLY MARKED WITH BARRIER FENCES. "SILT" FENCES OR STRAW BALE SEDIMENT TRAPS SHALL BE PLACED AT REGULAR INTERVALS IMMEDIATELY DOWN-SLOPE OF ALL UNPROTECTED DISTURBED LANDS.
- THE LOCATION OF "SILT" FENCES, BARRIER FENCES, SEDIMENT TRAPS AND OTHER DEVICES ARE INDICATIVE ONLY AND FINAL LOCATIONS ARE TO BE DECIDED ON SITE. VARIATIONS WILL BE PERMITTED TO BEST SUIT THE PROTECTION OF THE CATCHMENT AREA AND TO THE STANDARDS OF SEDIMENT AND EROSION CONTROL. PLAN FOR APPROVAL BY THE SUPERINTENDENT.
- ALL SOIL EROSION AND SEDIMENT CONTROL STRUCTURES SHALL BE INSPECTED BY THE CONTRACTOR FOLLOWING EACH STORM EVENT AND ANY NECESSARY MAINTENANCE WORK SHALL BE UNDERTAKEN TO ENSURE THEIR CONTINUED PROPER OPERATION. SEDIMENT SHALL BE REMOVED FROM THE SOIL EROSION & SEDIMENT CONTROL STRUCTURES WHEN NO MORE THAN 75% CAPACITY REMAINS. REPAIRS TO SEDIMENT CONTROL STRUCTURES SHALL BE COMPLETED IMMEDIATELY FOLLOWING THE STORM EVENT. ACTIVITIES HAVE BEEN COMPLETED AND THE SITE FULLY STABILISED.
- TEMPORARY REHABILITATION SHALL BE UNDERTAKEN WITHIN 14 WORKING DAYS OF THE COMPLETION OF THE REHABILITATION WORKS. REPAIRS ARE EXPECTED TO REMAIN EXPOSED FOR MORE THAN 14 DAYS BEFORE EITHER WORKS CONTINUE OR PERMANENT REHABILITATION IS UNDERTAKEN.
- AT LEAST WEEKLY, THE CONTRACTOR WILL INSPECT THE SITE, PROVIDING PARTICULAR ATTENTION TO THE FOLLOWING MATTERS:
 - ENSURE DRAINS OPERATE EFFECTIVELY AND INITIATE REPAIR AS REQUIRED.
 - REMOVE SPILLED SAND (OR OTHER MATERIALS) FROM HAZARD AREAS.
 - REMOVE TRAPPED SEDIMENT WHENEVER LESS THAN DESIGN CAPACITY REMAINS.
 - ENSURE REHABILITATED LANDS HAVE EFFECTIVELY REDUCED THE EROSION HAZARD AND INITIATE UPGRADES OR REPAIR AS REQUIRED.
 - CONSTRUCT ADDITIONAL EROSION AND/OR SEDIMENT CONTROL WORKS AS MIGHT BECOME NECESSARY TO ENSURE THE DESIRED PROTECTION IS GIVEN TO DOWNSLOPE LANDS AND WATERWAYS.
 - MAKE ONGOING CHANGES TO THE PLAN.
 - IMPLEMENT ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES IN A FUNCTIONING CONDITION UNTIL ALL EARTHWORK ACTIVITIES ARE COMPLETED AND THE SITE IS REHABILITATED.
 - REMOVE TEMPORARY SOIL CONSERVATION STRUCTURES AS A LAST ACTIVITY IN THE REHABILITATION PROGRAM.
- THE CONTRACTOR WILL KEEP A LOG BOOK, MAKING ENTRIES AT LEAST WEEKLY AND IMMEDIATELY PRIOR TO FORECAST RAINFALL AND/OR SITE CLOSURE RECORD:
 - THE VOLUME OF ANY RAINFALL EVENTS.
 - THE CONDITION OF ANY SOIL AND WATER MANAGEMENT WORKS.
 - APPLICATIONS OF FLOCCULATING AGENTS TO SEDIMENT RETENTION SYSTEMS.
 - VOLUMES OF WATER DISCHARGED FROM SEDIMENT RETENTION SYSTEMS.
 - REPAIRS TO THE WORK WILL BE KEPT ON SITE AND MADE AVAILABLE TO ANY AUTHORISED PERSON ON REQUEST. IT WILL BE GIVEN TO THE PROJECT MANAGER AT THE CONCLUSION OF WORKS.
 - COPIES OF MONTHLY ENTRIES ARE TO BE PROVIDED WITH PROGRESS CLAIMS.
- DO NOT TANK CLEAN CATCHMENT WATER WITH SILT FROM THE WORKS.
- FACILITIES AND/OR EQUIPMENT MUST BE PROVIDED FOR THE APPLICATION OF FLOCCULATING AGENTS TO SEDIMENT RETENTION SYSTEMS. THE DUST FROM ANY AREA DISTURBED BY CONSTRUCTION ACTIVITIES DURING CONSTRUCTION WORKS SHALL BE IMPLEMENTED CONTINUOUSLY DURING CONSTRUCTION WORKS TO THE SATISFACTION OF THE SUPERINTENDENT AND COUNCIL.
- MATERIAL REMOVED FROM SEDIMENT CONTROL STRUCTURES MUST BE DISPOSED OF IN A WAY THAT DOES NOT POLLUTE WATERS OR BUSH-LAND AND DISPOSED OF TO AN APPROVED DUMP SITE.
- RUNOFF FROM VEHICLE OR CONSTRUCTION PLANT MAINTENANCE AND CLEANING AREAS SHALL BE COLLECTED AND DISPOSED OF IN A MANNER THAT DOES NOT POLLUTE.
- CONSENT WITH THIS PLAN SHALL IN NO WAY REDUCE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT AGAINST WATER DAMAGE DURING THE COURSE OF THE CONTRACT.

SEDIMENT FENCE

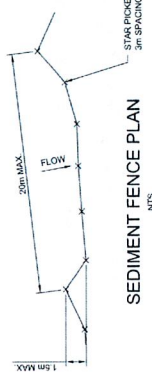
- CONSTRUCT SEDIMENT FENCES AS CLOSE AS POSSIBLE TO BE PARALLEL TO THE CONTOURS OF THE SITE, BUT WITH SMALL RETURNS AS SHOWN IN THE DRAWING. TO LIMIT THE CATCHMENT AREA OF ANY ONE SECTION, THE CATCHMENT AREA SHOULD BE SMALL ENOUGH TO LIMIT WATER FLOW IF CONCENTRATED AT ONE POINT TO 50 METRES IN THE DESIGN STORM EVENT, USUALLY THE 10 YEAR EVENT.
- CUT A 150mm DEEP TRENCH ALONG THE UPSLOPE LINE OF THE FENCE FOR THE BOTTOM OF THE FABRIC TO BE ENTRENCHED.
- DRIVE 1.5M STAPLES LONG STAR RICKETS INTO GROUND AT 2.5 METER INTERVALS (MAX) AT THE DOWNSLOPE EDGE OF THE TRENCH. ENSURE ANY STAR PICKETS ARE FITTED WITH SAFETY CAPS.
- FIX SELF-SUPPORTING GEOTEXTILE TO THE UPSLOPE SIDE OF THE POSTS. ENSURE THE TRENCH IS FULLY ENTRENCHED AND THE GEOTEXTILE WITH WIRE TIES, OR AS RECOMMENDED BY THE MANUFACTURER, ONLY USE GEOTEXTILE SPECIFICALLY PRODUCED FOR SEDIMENT FENCING. THE USE OF SHADE CLOTH FOR THIS PURPOSE IS NOT SATISFACTORY.
- JOIN SECTIONS OF FABRIC AT A SUPPORT POST WITH A 150mm OVERLAP.
- BACKFILL THE TRENCH OVER THE BASE OF THE FABRIC AND COMPACT IT THOROUGHLY OVER THE GEOTEXTILE.



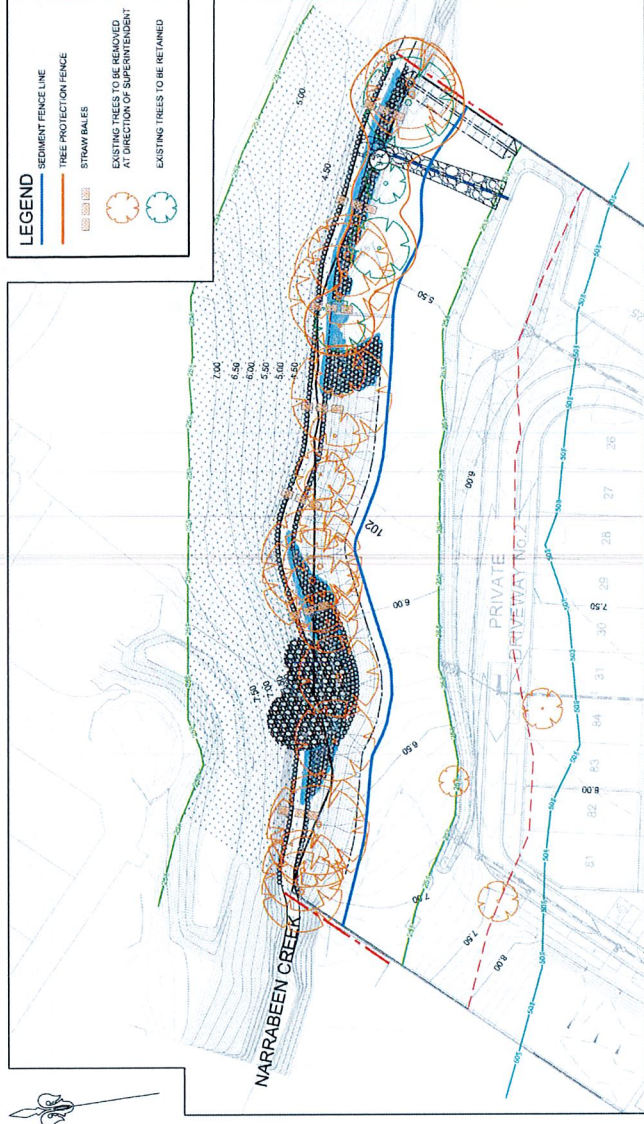
SEDIMENT FENCE DETAIL
NTS



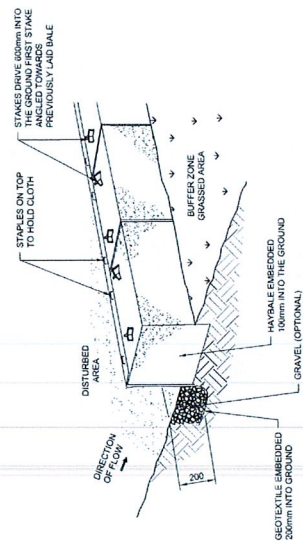
SEDIMENT FENCE SECTION
NTS



SEDIMENT FENCE PLAN
NTS



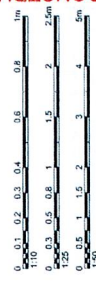
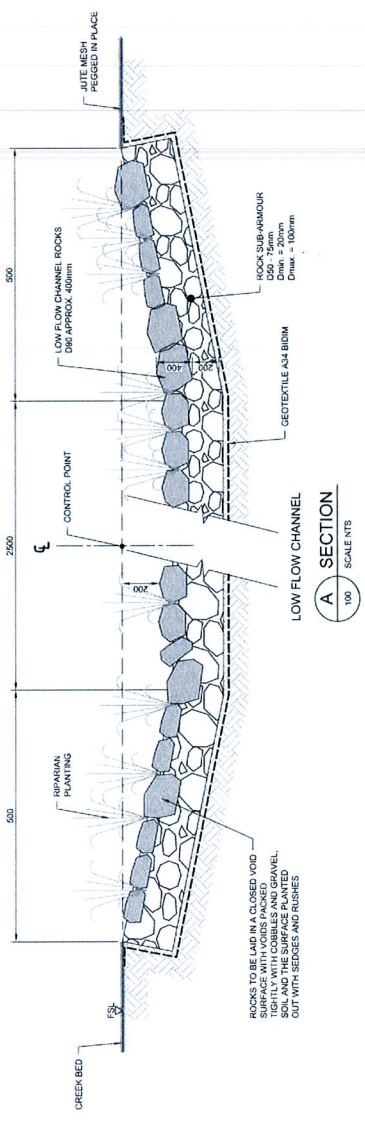
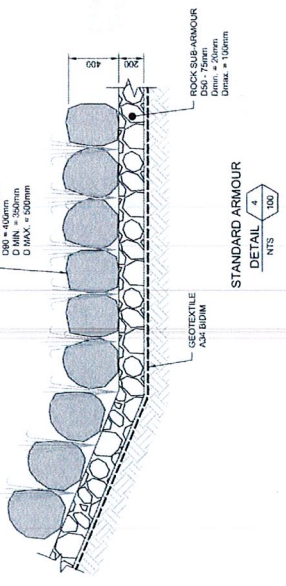
PLAN
1:500



STRAW BALE AND
GEOTEXTILE SEDIMENT
FENCE
NTS

These plans were prepared by or on behalf of the contractor and approved by:

14266
Eric Hausfeld
Accredited Certifier
Registration No. BPS 2416
Category: 81/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/1224/1225/122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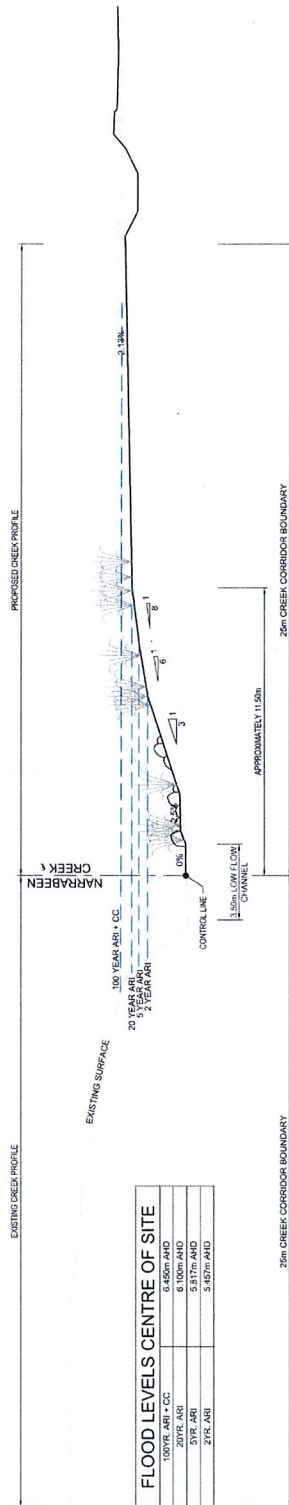


These plans are referred to in certificate no. **14266** approved by:

Enc Hausfeld
Awarded Contender
Registration No. 5898 24 18
Categories: 61 C1,C2,C3,C4,C5,C6,C7,C8 & D1

LAND DEVELOPMENT CERTIFICATES
www.LDCerts.com.au

FLOOD LEVELS CENTRE OF SITE	
100YR. ARI + CC	6.450m AHD
20YR. ARI	6.100m AHD
5YR. ARI	5.817m AHD
2YR. ARI	5.457m AHD



TYPICAL NARRABEEN CREEK SECTION



CHAINAGE	EXISTING LEVEL	DESIGN LEVEL	DATUM R.L. - 15.000
0	4.876	4.876	
10	4.690	4.691	
14.26	4.621	4.654	
20	4.517	4.545	
30	4.356	4.326	
40	4.241	4.214	
50	4.151	4.111	
60	4.053	4.003	
70	3.949	3.876	
80	3.856	3.661	
90	3.744	3.231	
100	3.752	3.585	
110	3.730	3.556	
120	3.186	3.221	
130	3.170	3.133	
140	3.151	3.119	
150	3.140	3.072	
160	3.134	3.060	
170	3.126	3.006	
180	3.121	3.109	
183.701	3.119	3.176	
186.704	3.116		

NARRABEEN CREEK LONGITUDINAL SECTION

HORIZONTAL SCALE - 1:500
VERTICAL SCALE - 1:250

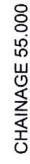
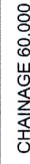
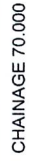
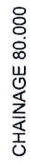
These plans are referred to as
certificate no. **14266** approved by:

Eric Hausfeld
Accredited Consultant
Registration No. 5093 2476
Categories: 51 01 02 03 04 05 06 8 D 1

LAND DEVELOPMENT CERTIFICATES

[illegible]





	0.000	3.072	3.140	3.127	3.335	3.345	3.340	3.341
OFFSET								
EXISTING								
DESIGN								

DATUM RL 2.00

5%

RL 5.004 - 0.100 = 30% CLIMATE CHANGE

	0.000	3.119	1.250	1.820
OFFSET				
EXISTING				
DESIGN				

DATUM RL2.00

0%

RL5.891 - 0.000 = 20% CLIMATE CHANGE

	0.000	2.133	3.170		3.170	3.370	3.386
OFFSET							
EXISTING							
DESIGN							

DATUM RL2.00

RL5.777 - 2100 + 25% CLIMATE CHANGE

These plans are referred to in
certificate no. **14266** approved by:

Eric Hausfeld
Accredited Certifier
Registration No. BP93 24/16
Categories: 811.01.02.03.04.05.06.07.08.09.10.11.12.13.14.15.16.17.18.19.20.21.22.23.24.25.26.27.28.29.30.31.32.33.34.35.36.37.38.39.40.41.42.43.44.45.46.47.48.49.50.51.52.53.54.55.56.57.58.59.60.61.62.63.64.65.66.67.68.69.70.71.72.73.74.75.76.77.78.79.80.81.82.83.84.85.86.87.88.89.90.91.92.93.94.95.96.97.98.99.100.101.102.103.104.105.106.107.108.109.110.111.112.113.114.115.116.117.118.119.120.121.122.123.124.125.126.127.128.129.130.131.132.133.134.135.136.137.138.139.140.141.142.143.144.145.146.147.148.149.150.151.152.153.154.155.156.157.158.159.160.161.162.163.164.165.166.167.168.169.170.171.172.173.174.175.176.177.178.179.180.181.182.183.184.185.186.187.188.189.190.191.192.193.194.195.196.197.198.199.200.201.202.203.204.205.206.207.208.209.210.211.212.213.214.215.216.217.218.219.220.221.222.223.224.225.226.227.228.229.230.231.232.233.234.235.236.237.238.239.240.241.242.243.244.245.246.247.248.249.250.251.252.253.254.255.256.257.258.259.260.261.262.263.264.265.266.267.268.269.270.271.272.273.274.275.276.277.278.279.280.281.282.283.284.285.286.287.288.289.290.291.292.293.294.295.296.297.298.299.300.301.302.303.304.305.306.307.308.309.310.311.312.313.314.315.316.317.318.319.320.321.322.323.324.325.326.327.328.329.330.331.332.333.334.335.336.337.338.339.340.341.342.343.344.345.346.347.348.349.350.351.352.353.354.355.356.357.358.359.360.361.362.363.364.365.366.367.368.369.370.371.372.373.374.375.376.377.378.379.380.381.382.383.384.385.386.387.388.389.390.391.392.393.394.395.396.397.398.399.400.401.402.403.404.405.406.407.408.409.410.411.412.413.414.415.416.417.418.419.420.421.422.423.424.425.426.427.428.429.430.431.432.433.434.435.436.437.438.439.440.441.442.443.444.445.446.447.448.449.450.451.452.453.454.455.456.457.458.459.460.461.462.463.464.465.466.467.468.469.470.471.472.473.474.475.476.477.478.479.480.481.482.483.484.485.486.487.488.489.490.491.492.493.494.495.496.497.498.499.500.501.502.503.504.505.506.507.508.509.510.511.512.513.514.515.516.517.518.519.520.521.522.523.524.525.526.527.528.529.530.531.532.533.534.535.536.537.538.539.540.541.542.543.544.545.546.547.548.549.550.551.552.553.554.555.556.557.558.559.560.561.562.563.564.565.566.567.568.569.570.571.572.573.574.575.576.577.578.579.580.581.582.583.584.585.586.587.588.589.590.591.592.593.594.595.596.597.598.599.600.601.602.603.604.605.606.607.608.609.610.611.612.613.614.615.616.617.618.619.620.621.622.623.624.625.626.627.628.629.630.631.632.633.634.635.636.637.638.639.640.641.642.643.644.645.646.647.648.649.650.651.652.653.654.655.656.657.658.659.660.661.662.663.664.665.666.667.668.669.670.671.672.673.674.675.676.677.678.679.680.681.682.683.684.685.686.687.688.689.690.691.692.693.694.695.696.697.698.699.700.701.702.703.704.705.706.707.708.709.710.711.712.713.714.715.716.717.718.719.720.721.722.723.724.725.726.727.728.729.730.731.732.733.734.735.736.737.738.739.740.741.742.743.744.745.746.747.748.749.750.751.752.753.754.755.756.757.758.759.760.761.762.763.764.765.766.767.768.769.770.771.772.773.774.775.776.777.778.779.780.781.782.783.784.785.786.787.788.789.790.791.792.793.794.795.796.797.798.799.800.801.802.803.804.805.806.807.808.809.810.811.812.813.814.815.816.817.818.819.820.821.822.823.824.825.826.827.828.829.830.831.832.833.834.835.836.837.838.839.840.841.842.843.844.845.846.847.848.849.850.851.852.853.854.855.856.857.858.859.860.861.862.863.864.865.866.867.868.869.870.871.872.873.874.875.876.877.878.879.880.881.882.883.884.885.886.887.888.889.890.891.892.893.894.895.896.897.898.899.900.901.902.903.904.905.906.907.908.909.910.911.912.913.914.915.916.917.918.919.920.921.922.923.924.925.926.927.928.929.930.931.932.933.934.935.936.937.938.939.940.941.942.943.944.945.946.947.948.949.950.951.952.953.954.955.956.957.958.959.960.961.962.963.964.965.966.967.968.969.970.971.972.973.974.975.976.977.978.979.980.981.982.983.984.985.986.987.988.989.990.991.992.993.994.995.996.997.998.999.1000.1001.1002.1003.1004.1005.1006.1007.1008.1009.1010.1011.1012.1013.1014.1015.1016.1017.1018.1019.1020.1021.1022.1023.1024.1025.

[illegible]

DATUM RL2.00	
DESIGN	<div style="display: flex; justify-content: space-between;"> <div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <div> <div>2.5%</div> <div>2%</div> </div> </div>
EXISTING	<div style="display: flex; justify-content: space-between;"> <div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <div> <div>2.176</div> <div>2.119</div> </div> </div>
OFFSET	<div style="display: flex; justify-content: space-between;"> <div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <div> <div>0.000</div> <div>1.250</div> <div>1.750</div> <div>3.356</div> <div>2.521</div> </div> </div>

CHAINAGE 183.701

	0.00	3.109	3.121	3.121	3.224	3.191	3.174	3.859
OFFSET								
EXISTING								
DESIGN								

CHAINAGE 180.000

	DATUM RL 2.00
DESIGN	<div style="text-align: right;"> 2.05% 2.176 2.170 2.308 2.306 2.052 </div>
EXISTING	<div style="text-align: right;"> 2.006 2.016 2.170 2.306 </div>
OFFSET	<div style="text-align: right;"> 0.000 2.016 2.170 2.306 </div>

CHAINAGE 170.000

DATUM RL 2.00	
DESIGN	3.134
EXISTING	3.134
OFFSET	0.000

CHAINAGE 160.000

These plans are referred to in certificate no. **14266** approved by

Eric Hausfoid
Accredited Consultant
Registration No. 6193 24116
Categories: 81, C1, C2, C3, C4, C15 & C16

LAND DEVELOPMENT CERTIFICATES
www.LDCerts.com.au

Material Public Benefit Deed

Schedule 3 Works Program

1. Creek reconstruction and landscaping 13 October 2017 to 28 February 2019

Material Public Benefit Deed

EXECUTED as a deed

Executed on behalf of SUNLAND)
DEVELOPMENTS NO. 28 PTY LTD)
ACN 169 795 546 by its attorneys)
pursuant to power of attorney dated 6)
March 2015 :



Signature of witness

Ashley Macpherson

Name of Witness

L9 25 Bligh Street, Sydney, NSW, 2000

Address of Witness



Signature of attorney

Ivor Dacic

Name of Attorney

Signature of witness

Name of Witness

Address of Witness

Signature of Attorney

Name of Attorney

This deed was delivered by Northern Beaches Council under delegated authority in accordance with a resolution of Council's Section 94 Committee dated 13 October 2017 and in the presence of:



Signature of authorised person

GENERAL MANAGER - PLANNING
Office held PLACE & COMMUNITY

DAVID KERR

Name of authorised person (block letters)

17/11/17

Signature of authorised person

Office held

Name of authorised person (block letters)