

Draft No 6
29 February 2024

Port Stephens Council

Hanson Construction Materials Pty Ltd

Planning Agreement

Section 7.4 of the Environmental Planning
and Assessment Act, 1979 (NSW)

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Date

Parties

Port Stephens Council ABN 16 744 377 876 of 116 Adelaide Street, Raymond Terrace NSW 2324 (**Council**)

Hanson Construction Materials Pty Ltd ACN 009 679 734 of Level 10 35 Clarence Street, Sydney NSW 2000 (**Developer**)

Background

- A The Developer owns the Land.
- B On 3 March 2020, the Developer made an offer to enter into a Voluntary Planning Agreement under section 7.4 of the Act on terms acceptable to the Council.
- C On 16 July 2020, the NSW Independent Planning Commission Development granted Development Consent subject to conditions.
- D Condition A20 of the Development Consent provided that:

A20 Within six months of the date of commencement or other timeframe agreed by the Planning Secretary, the Applicant must enter into a Voluntary Planning Agreement with Council in accordance with:

- (a) Division 7.1 of Part 7 of the EP&A Act; and*
- (b) the terms of the offer in Appendix 7.*

- E Appendix 7 of the Development Consent provided the following:

APPENDIX 7: GENERAL TERMS OF PLANNING AGREEMENT

Applicant's Contribution	Intended Use	Payment Details
\$120,000	<i>Funding toward the construction of six bus bays on Brandy Hill Drive and Seaham Road. This item will be a forward payment of haulage levels required under Council's contributions plan. Bus bays to be designed and constructed by Council.</i>	<i>Within 12 months of the date of the commencement of the development, or as otherwise agreed under the executed document.</i>
\$1,500,000	<i>Funding toward the construction of a shared pathway on Brandy Hill Drive. Shared pathway to be designed and constructed by Council.</i>	<i>First payment of \$375,000 to be made immediately following the execution of the planning agreement. The remaining amount to be paid in 3 equal instalments within 12 months of the execution of the planning agreement</i>

- F The Developer has agreed to provide Council with further additional contributions to cover the increase in construction costs associated with the Bus Bays and Pathway since the grant of the Development Consent.
- G This Agreement satisfies condition A20 and Appendix 7 of the Development Consent.

Operative provisions

1 Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by subdivision 2 of Division 7.1 of Part 7 of the Act.

2 Application of this Agreement

This Agreement applies to the Land and the Development.

3 Operation of this Agreement

This Agreement operates only if it is entered into as required by Section 203 of the Regulation.

4 Interpretation

4.1 Definitions

In this Agreement these terms have the following meanings:

Act	The <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Applicant	has the same meaning as in the Development Consent, being the Developer, or any person carrying out any development under the Development Consent.
Agreement	means this agreement
Bus Bays	Six (6) bus bays to be constructed on Brandy Hill Drive and Seaham Road.
Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Sydney.
Claim	includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Cost	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
Date of commencement	has the same meaning as in the Development Consent, being the date notified to the Department by the Applicant under condition A15 for the commencement of Stage 1 of the Development.
Developer	means Hanson Construction Materials Pty Ltd.
Development	has the same meaning as in the Development Consent, being the development described in the document/s listed in condition A2(c), as modified by the conditions of the Development Consent, being the expansion and intensification of operations of the Brandy Hill Quarry on the Land.
Development Application	means the State Significant Development application made by the Applicant with reference SSD-5899 Brandy Hill Quarry Expansion.
Development Consent	The grant of development consent for the Development Application by the NSW Independent Planning Commission dated 16 July 2020.
Development Contributions	means the Local Roads Advance Payment and the Pathway and Bus Bays Contribution.
Explanatory Note	The Explanatory Note means the document prepared in accordance with clause 205 of the Regulation.
GST	Has the same meaning as in the GST Law.
GST Law	Has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Land	means the land identified in Appendix 1 (Schedule of Land) of the Development Consent, being: <ul style="list-style-type: none"> Lot 3 of DP 1006516; Lot 1 of DP 823760; Lot 19, 20 and 21 of DP 752487; Lot 1 of DP of 737844; Lot 2 of DP 823760; Lot 36, 56 and 236 of DP 752487; Lot 1 of DP 47313; Lot 101 of DP 712886; Lot 12 of DP 264033; Lot 100 of DP 712886;

	<p>Lot 1 and 2 of DP 264033;</p> <p>Lot 58 and 59 of DP 752487;</p> <p>Lot 1 and 2 of DP 1006516;</p> <p>Lot 2 of DP 737844 [REFERRED TO IN ERROR AS LOT2 DP737847 IN THE CONSENT];</p> <p>Lot 57 of DP 752487 (known as 1111 Clarence Town Road, Seaham); and</p> <p>Lot 25 of DP 1101305 (known as 888 Clarence Town Road, Seaham 2324).</p>
Local Roads Advance Payment	A monetary contribution of \$1,500,000 (not subject to indexation) to be paid as an advance payment of the monetary contributions required to be paid under section 7.11 of the Act and condition A19(a) of the Development Consent.
Party	A party to this Agreement, including their successors and assigns.
Pathway	A shared pathway to be constructed on Brandy Hill Drive and in accordance with the indicative Site Plan attached at Schedule 3 to this Agreement.
Pathway and Bus Bays Contribution	<p>A monetary contribution of \$2,500,000 (not subject to indexation) towards the construction of the Pathway and the Bus Bays which includes:</p> <ul style="list-style-type: none"> • \$120,000 towards the construction of the Bus Bays as required by Appendix 7 of the Development Consent; • \$1,500,000 towards the construction of the Pathway as required by Appendix 7 of the Development Consent; and • an additional amount of \$880,000 to cover the increased cost of construction of the Pathway and Bus Bays since the original offer to enter into this Agreement was made by the Developer.
Public Purpose	Any purpose that benefits the public or a section of the public, specified in section 7.4(2) of the Act.
Regulation	The <i>Environmental Planning and Assessment Regulation 2021</i> (NSW).

4.2 Construction

Unless expressed to the contrary, in this Agreement:

- (a) headings do not affect the interpretation of this Agreement;
- (b) words in the singular include the plural and vice versa;

- (c) any gender includes the other genders;
- (d) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (e) 'includes' means includes without limitation;
- (f) if the day on or by which any act, must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day;
- (g) '\$' or 'dollars' is a reference to Australian currency all amounts payable under this Agreement are payable in Australian dollars;
- (h) a reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (i) a reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced;
- (j) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement;
- (k) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency; and
- (l) any schedules and attachments form part of this Agreement, and the Parties are to comply with any terms contained in schedules to this Agreement as if those terms were included in the operative part of this Agreement.

5 Development Contributions to be made under this Agreement

5.1 Developer to provide Development Contributions

- (a) The Developer must notify the Council, in writing, of the Date of Commencement within three (3) Business Days of the Date of Commencement.
- (b) The Developer must pay the Council the Development Contributions in accordance with the provisions of Schedule 1.
- (c) The parties acknowledge and agree that the payment of Development Contributions in accordance with this Agreement satisfies the requirements of condition A20 of the Development Consent.
- (d) If, acting reasonably, the Council incurs costs exceeding \$3,500,000 for the construction of the Pathway, then the parties agree that the parties will negotiate a variation to this Agreement in good faith which provides for the Developer to make further contributions, on condition that the further contributions will be taken to be further advance payments of haulage

levies under section 7.11 of the Act and condition A19(a) of the Development Consent. Should agreement not be achieved between the parties, either party may commence the dispute resolution process within clause 9 of this Agreement.

5.2 Application of the Development Contributions

- (a) Council acknowledges that it has designed the Pathway.
- (b) Subject to the Development Contributions being paid in accordance with this Agreement,
 - (i) Within three months of the execution of the Agreement, Council must commence construction on the portions of the Pathway that are not marked in red on the Pathway Plan in Schedule 4.
 - (ii) Council must complete the construction of the portions of the Pathway that are not marked in red on the Pathway Plan in Schedule 4 and the Bus Bays as soon as practicable and by no later than 15 months after the execution of the Agreement, unless an extension of time is otherwise agreed in writing between the Parties acting reasonably.
 - (iii) Without limiting Council's obligations under clause 5.2(b)(ii) of this Agreement, the Council must fully complete the construction of the whole of the Pathway as soon as practicable and by no later than 12 months after all land required for the Pathway has been acquired by Council, unless an extension of time is otherwise agreed in writing between the Parties acting reasonably.
- (c) It is further agreed between the Parties that the Council will not be liable for any of the Developer's loss arising from any delay in the delivery of the construction of the pathway or bus bays.

5.3 Delivery of Development Contributions

- (a) A Development Contribution is made for the purpose of this Agreement when cleared funds are deposited by means of electronic funds transfer into a bank account nominated by the Council.
- (b) The Developer is to give the Council not less than 5 Business Days written notice of its intention to pay a Development Contribution.
- (c) The Developer is not required to pay the Development Contribution under this Agreement until the Council, having received the Developer's notice under clause 5.3(b), has given to the Developer a written notice in respect of the Development Contribution.
- (d) The Developer is not in breach of this Agreement if it fails to pay the Development Contribution at the time required by this Agreement by reason only of the Council's failure to give to the Developer a written notice in respect of the Development Contribution.

6 Application of sections 7.11, 7.12 and 7.24 of the Act to the Development

- (a) For the purposes of section 7.4(3)(d) of the Act, the Parties expressly agree that the application of:
 - (i) section 7.11 of the Act to the Development is not excluded to the extent provided by this clause 6 of this Agreement;
 - (ii) sections 7.12 and 7.24 of the Act to the Development are excluded.
- (b) The parties acknowledge and agree that the Local Roads Advance Payment and any payment made by the Developer under clause 5.1(d) will be taken to be a forward payment of the monetary contributions required to be paid by the Developer under section 7.11 of the Act and condition A19 of the Development Consent, such that the amount of the Local Roads Advance Payment paid to Council under this Agreement will be treated as a credit which will be offset against amounts owing by the Developer under section 7.11 of the Act and condition A19(a) of the Development Consent until the earlier of:
 - (i) the date by which the respective credit is exhausted; and
 - (ii) the date that is 10 years after the date that the Local Roads Advance Payment is paid in full.
- (c) For the avoidance of doubt, the payment of the Pathway and Bus Bays Contribution cannot be claimed as an offset against the contributions payable to Council under Condition A19 of the Development Consent.

7 Registration

- (a) Within 30 Business Days of the operation of this Agreement under clause 3, the Developer will, at its cost, register this Agreement in accordance with section 7.6 of the Act in the relevant folios of the Register of the Land.
- (b) The Council must do all things reasonably required for the Developer to release and discharge this Agreement from the title to the Land upon the Council providing its written satisfaction that the Developer has paid the Development Contributions in accordance with this Agreement and the Developer is not in breach of this Agreement.
- (c) The Developer will pay the Council's reasonable costs and expenses incurred under this clause 7.

8 Risk, Indemnity and Release

8.1 Risk

The Developer performs this Agreement at its own risk and its own cost.

8.2 Release

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

8.3 Indemnity

The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Agreement except if, and to the extent that, the Claim arises because of the Council's negligence or default.

9 Dispute Resolution

9.1 Reference to dispute

If a dispute arises between the Parties in relation to this Agreement, then either Party must resolve that dispute in accordance with this clause.

9.2 Notice of dispute

The Party wishing to commence the dispute resolution processes must notify the other in writing of:

- (a) the intent to invoke this clause;
- (b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause; and
- (c) the outcomes which the notifying Party wishes to achieve (if practicable).

9.3 Representatives of Parties to meet

On receipt of notice under **clause 9.2**, the Parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert determination or other techniques agreed between them to be appropriate for resolution of the relevant dispute.

9.4 Neither Party may constrain

If:

- (a) at least one meeting has been held in accordance with **clause 9.3**; and
- (b) the Parties have been unable to reach an outcome; and
- (c) either of the Parties, acting in good faith, forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under **clause 9.3**,

then, that party may, by 10 Business Days written notice to the other Party, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause does not of itself amount to a breach of this Agreement.

10 Enforcement

Without limiting any other remedies available to the Parties, this Agreement may be enforced by any party in any court of competent jurisdiction. Nothing in this Agreement prevents a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates.

11 Notices

11.1 Delivery

Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and:

- (a) delivered or posted to that Party at its address set out below;
- (b) emailed to that Party at its email address set out below.

Port Stephens Council

Attention: Legal Services Manager
Address: PO Box 42, Raymond Terrace NSW 2324
Email: council@portstephens.nsw.gov.au

Hanson Construction Materials Pty Ltd

Attention: Ian Petrovski, Commercial Manager
Address: Level 10 35 Clarence Street Sydney NSW 2000
Email: ian.petrovski@hanson.com.au

11.2 Change of details

If a Party gives the other Party 3 Business Days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, or posted to the latest address, or email address.

11.3 Giving of notice

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, two business days after it is posted.
- (c) If it is emailed, at the time the email was sent, provided it was received by the recipient.

11.4 Delivery outside of business hours

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5.00 pm on that day in the place of the Party to whom it is

sent, it is to be treated as having been given or made at the beginning of the next Business Day.

12 GST

12.1 Construction

In this **clause 12**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

12.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this Agreement is exclusive of GST (**GST-exclusive consideration**).

12.3 Payment of GST

If GST is payable on any supply made by:

- (a) a Party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a Party acts,

(**Supplier**) under or in connection with this Agreement, the recipient of the supply, or the Party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

12.4 Timing of GST payment

The amount referred to in **clause 12.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

12.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 12.3**.

12.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this Agreement, any amount that is payable under **clause 12.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

12.7 Reimbursements

- (a) Where a Party is required under or in connection with this Agreement to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another Party or indemnify another Party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first Party will be reduced by the amount of any input tax credits to which the other Party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 12.7** does not limit the application of **clause 12.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 12.7(a)**.

13 General

13.1 Approvals and consents

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

13.2 Assignment and dealings

The Developer may not transfer, assign or dispose of its obligations under this Agreement to a transferee (**Transferee**) unless:

- (a) the Developer procures execution by the Transferee and delivery to the Council of a deed signed by the Transferee in a form and of such substance as is acceptable to the Council, acting reasonably, containing provisions under which the Transferee agrees to comply with all the obligations of the Developer under the Agreement; and
- (b) any default by the Developer under any provisions of this Agreement has been remedied by the Developer or waived by the Council on such conditions as the Council may determine, acting reasonably.

13.3 Costs

The Developer must pay its own and the Council's reasonable legal costs and disbursements associated with preparing, negotiating, the giving of public notice including public exhibition phase, executing and stamping this Agreement and any document related to this Agreement.

13.4 Entire agreement

- (a) This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.
- (b) Pursuant to section 205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Agreement.

13.5 Further acts

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

13.6 Governing law and jurisdiction

This Agreement and the transactions contemplated by this Agreement are governed by and are to be construed in accordance with the laws applicable in New South Wales. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

13.7 Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

13.8 No fetter

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

13.9 Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under this Agreement and that entry into this Agreement will not result in the breach of any law.

13.10 Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause

is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

13.11 Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

13.12 Relationship of parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

13.13 Counterparts

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

13.14 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

Schedule 1

Development Contributions

- (a) The Developer must pay the Development Contributions in the manner set out in the table below.

Column 1 Development Contribution	Column 2 Monetary amount (\$)	Column 3 Timing	Column 4 Public Purpose
Local Roads Advance Payment	\$1,500,000 (not subject to indexation)	In three (3) instalments: (1) \$120,000 immediately following execution of the Agreement (2) \$690,000 within 20 Business Days of Council providing the Developer with written notice that it has completed construction of 25% of the length of the Pathway. (2) \$690,000 within 20 Business Days of Council providing the Developer with written notice that it has completed construction of 75% of the length of the Pathway.	The design and construction of the bus-bays and the maintenance of local roads used for haulage of quarry products in accordance with the provisions relating to section 7.11 Haulage levies in the Port Stephens Local Infrastructure Contributions Plan.
Pathway Contribution	\$2,500,000 (not subject to indexation)	In instalments as follows: (1) \$1,250,000 immediately following execution of the Agreement. (2) \$416,667 within 120 days following the execution of the agreement. (3) \$416,667 within 210 days following the execution of the agreement. (4) \$416,667 within 300 days following the execution of the agreement	The design and construction of the Pathway.

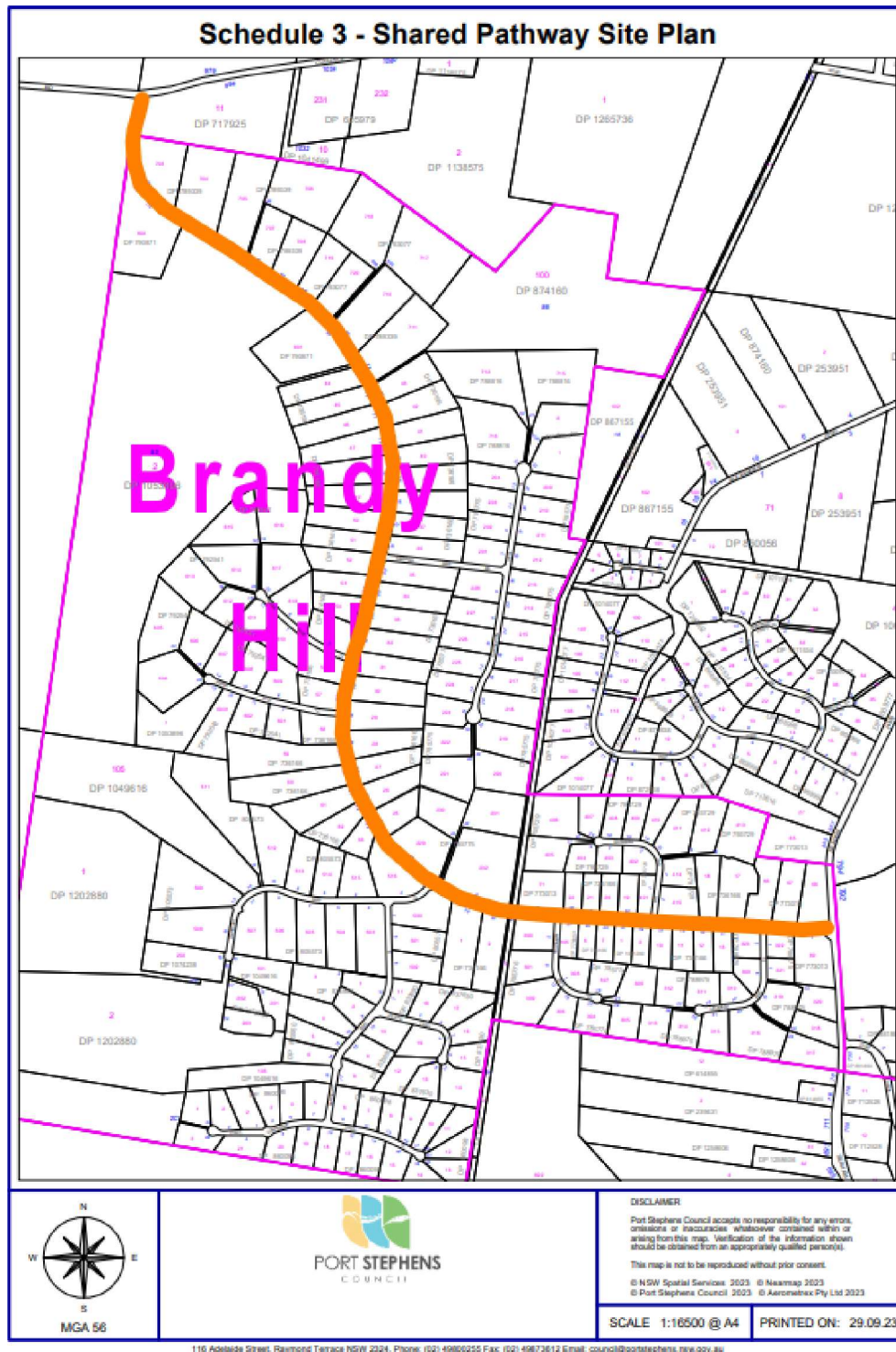
Schedule 2

Section 7.4 Requirements

Provision of the Act	This Agreement
Under section 7.4(1), the Developer has:	
(a) sought a change to an environmental planning instrument.	No
(b) made, or proposes to make, a development application.	Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	No
Description of the land to which this Agreement applies- (Section 7.1(3)(a))	clause 4.1 (Definition of "Land")
Description of the development to which this Agreement applies- (Section 7.4(3)(b)(ii))	clause 4.1 (Definition of "Development")
The scope, timing and manner of delivery of Development Contributions required by this Agreement - (Section 7.4(3)(c))	clause 5 and Schedule 1
Applicability of Section 7.11 of the Act - (Section 7.4(3)(d))	clause 6
Applicability of Section 7.12 of the Act - (Section 7.4(3)(d))	clause 6
Applicability of Section 7.24 of the Act - (Section 7.4(3)(d))	clause 6
Applicability of Section 7.4(3)(e) of the Act	clause 6
Mechanism for Dispute resolution - (Section 7.4(3)(f))	clause 9
Enforcement of this Agreement - (Section 7.4(3)(g))	clause 8
Registration of this Agreement (Section 7.6)	clause 7
No obligation to grant consent or exercise functions - (Section 7.4(9))	clause 13.8

Schedule 3

Shared Pathway Site Plan



Schedule 4

Initial Construction Portions of the Shared Pathway

SEAHAM RD TO CLARENCE TOWN RD - BRANDY HILL DR SHARED PATH - W11550

DRAWING INDEX	
SHEET No.	DRAWING TITLE
01	COVER PAGE
02	SPECIFICATIONS AND LEGEND
100	GENERAL ARRANGEMENT PLAN
101	STAGE 1 PLAN
102	STAGE 2 PLAN
103	STAGE 3 PLAN
104	STAGE 4 PLAN



LOCALITY MAP

DISCLAIMER
Port Stephens Council accepts no responsibility for any errors, omissions or inaccuracies whatsoever contained within or arising from this map. Verification of the information shown should be obtained from an appropriately qualified person(s).

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NSW Land Registry 2020
Port Stephens Council 2020 AEROMETREX Pty Ltd 2019

AZIMUTH : MGA
DATUM : AHD

SURVEY : WD
DESIGNED : AS
CHECKED : SS

Scales @ A1

PLANS 1:10000 0 100 200 300 400 500m



DIMENSIONS AND SETTING OUT; REDUCED LEVELS AND CHAINAGES ARE IN METRES, ALL OTHER DIMENSIONS ARE IN MILLIMETRES. SETOUT DIMENSIONS ON THE DRAWINGS SHALL BE VERIFIED ON SITE. DIMENSIONS SHALL NOT BE OBTAINED BY SCALING THE DRAWINGS.

Date	Amendment	Rev	Officer
07.02.2024	DRAFT	G	AS

GENERAL ENGINEERING NOTES

1. DOCUMENTS: THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL OTHER WORKING DRAWINGS AND SPECIFICATIONS AND WITH OTHER SUCH WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF CONSTRUCTION. ALL DISCREPANCIES SHALL BE REFERRED TO THE PROJECT MANAGER FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK. EXCEPT WHERE OTHERWISE NOTED, AND WHERE RELEVANT, WORKS TO BE CONSTRUCTED IN ACCORDANCE WITH PORT STEPHENS COUNCIL'S STANDARD DRAWINGS
2. DIMENSIONS AND SETTING OUT: ALL DIMENSIONS AND LEVELS ARE SHOWING IN METRES UNLESS NOTED OTHERWISE. SET OUT DIMENSIONS ON THE DRAWING SHALL BE VERIFIED ON SITE
3. DIMENSIONS SHALL NOT BE OBTAINED BY SCALING THE DRAWINGS
4. WORKMANSHIP AND MATERIALS: THESE SHALL CONFORM WITH THE REQUIREMENTS OF THE RELEVANT AUSTRALIAN STANDARDS, CODES AND THE SPECIFICATIONS, BYLAWS AND ORDINANCES OF PORT STEPHENS COUNCIL. ALL WORKS TO BE EXECUTED IN A TRADESMAN LIKE MANNER
5. SERVICES: CONTACT "DIAL BEFORE YOU DIG" ON TEL: 1100 FOR PLAN INFORMATION ON UNDERGROUND PIPES & CABLES, AT LEAST TWO DAYS PRIOR TO THE COMMENCEMENT OF WORK. USING THE PLANS & ONSITE MARKINGS AS AN INDICATION OF LOCATION, HAND DIG TO EXPOSE ALL SERVICES WITHIN THE SAFE APPROACH DISTANCES.
6. SERVICE LOCATIONS ARE INDICATIVE ONLY. SERVICES MUST BE POTHOLED TO ESTABLISH THE EXACT LOCATION OF ALL UNDERGROUND ASSETS USING A HAND SHOVEL, BEFORE USING HEAVY MACHINERY. A CURRENT DIAL BEFORE YOU DIG ENQUIRY MUST BE OBTAINED PRIOR TO CONSTRUCTION COMMENCING.
7. SERVICE ADJUSTMENTS: ALL SERVICES AFFECTED BY NEW WORK TO BE ADJUSTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE RELEVANT SERVICE AUTHORITY
8. ALL WORKS TO BE CONSTRUCTED IN ACCORDANCE WITH COUNCIL'S SPECIFICATIONS AND THESE DRAWINGS
9. THE LOCATION AND LEVEL OF ALL EXISTING SERVICES, UTILITIES, PIPES, PITS, CONNECTION POINTS ETC. INSTALLED AS PART OF PREVIOUS STAGES SHALL BE CONFIRMED PRIOR TO THE COMMENCEMENT OF WORK

SURVEY

1. ALL LEVELS ARE A.H.D, ALL CO-ORDINATES ARE M.G.A 2020
2. ALL CHAINAGES AND LEVELS ARE IN METRES UNLESS OTHERWISE NOTED.

LEGEND

	DENOTES PROPOSED GRASS BATTER. SPRAY SEED WITH HYDROMULCH OR EQUIVALENT
	DENOTES PROPOSED MULCHED BATTER
	DENOTES PROPOSED GRAVEL FILL FOR ROAD PAVEMENT.
	DENOTES PROPOSED GRAVEL DRIVEWAY.
	DENOTES PROPOSED PAVEMENT TO BE REMOVED.
	DENOTES PROPOSED STABILISED ROAD PAVEMENT.
	DENOTES PROPOSED PAVEMENT MILLING AND RESHEET.
	DENOTES PROPOSED MASS CONCRETE PAVEMENT.
	DENOTES PROPOSED REINFORCED CONCRETE PAVEMENT.
	DENOTES PROPOSED EXPOSED AGGREGATE CONCRETE PAVEMENT.
	DENOTES PROPOSED AREA OF PAVERS.
	DENOTES PROPOSED AREA OF TWO COAT SEAL.
	DENOTES PROPOSED AREA OF ASPHALTIC CONCRETE SEAL.
	DENOTES PROPOSED ASPHALTIC CONCRETE RAISED THRESHOLD.
	DENOTES PROPOSED CONCRETE SO DRAIN
	DENOTES PROPOSED AREA OF TREES/SHRUBS TO BE REMOVED. REFER TO SPECIFICATIONS FOR STANDARD PROCEDURES AND REQUIREMENTS
	DENOTES PROPOSED TREE REMOVED
	DENOTES PROPOSED HABITAT TREE REMOVED
	DENOTES PROPOSED HABITAT TREE RETAINED
	DENOTES PROPOSED DRAINAGE PIPE
	DENOTES PROPOSED STORMWATER DRAINAGE PIT. REFER TO STORMWATER PIT SCHEDULE FOR PIT SIZE, GRATE CLASS AND REQUIRED INSERTS.
	DENOTES PROPOSED HEADWALL.
	DENOTES PROPOSED KERB INLET PIT.
	DENOTES PROPOSED SAG PIT.
	DENOTES PROPOSED EDGE OF BITUMEN
	DENOTES PROPOSED EXTENT OF BATTER
	DENOTES PROPOSED CENTRELINE
	DENOTES PROPOSED KERB AND GUTTER.
	DENOTES PROPOSED KERB ONLY.
	DENOTES PROPOSED FLUSH KERB.
	DENOTES PROPOSED KERB RAMP.
	DENOTES PROPOSED WIRE ROPE SAFETY BARRIER INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN SPECIFICATIONS
	DENOTES PROPOSED GUARD RAIL INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN SPECIFICATIONS
	DENOTES PROPOSED ET-SS END TERMINAL INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN SPECIFICATIONS
	DENOTES PROPOSED SIGN
	DENOTES PROPOSED EXTENT OF FILL
	DENOTES PROPOSED EXTENT OF CUT
	DENOTES PROPOSED DEPTH OF FILL IN METRES
	DENOTES PROPOSED DEPTH OF CUT IN METRES
	DENOTES SURVEY MARK

	DENOTES DEFINED BOUNDARY LINE
	DENOTES NON-DEFINED BOUNDARY LINE FROM CADASTRE.
	DENOTES EXISTING TREE
	DENOTES EXISTING TOP OF BANK
	DENOTES EXISTING BOTTOM OF BANK
	DENOTES EXISTING FENCE
	DENOTES EXISTING EDGE OF BITUMEN
	DENOTES EXISTING CENTRELINE
	DENOTES EXISTING BOX CULVERT
	DENOTES EXISTING PIPE
	DENOTES EXISTING TELECOMMUNICATION CABLE
	DENOTES EXISTING OPTICAL FIBRE CABLE
	DENOTES EXISTING OVERHEAD ELECTRICITY
	DENOTES EXISTING UNDERGROUND ELECTRICITY
	DENOTES EXISTING WATER MAIN
	DENOTES EXISTING GAS MAIN
	DENOTES EXISTING HIGH PRESSURE GAS MAIN
	DENOTES EXISTING SEWER MAIN
	DENOTES EXISTING SEWER RISING MAIN

	DENOTES SCOUR PROTECTION INSTALLED IN ACCORDANCE WITH STANDARD DETAIL SD5-4 OF THE 'BLUE BOOK'
	DENOTES SEDIMENT FENCE INSTALLED IN ACCORDANCE WITH STANDARD DETAIL SD6-8 OF THE 'BLUE BOOK'
	DENOTES HAY BALES INSTALLED IN ACCORDANCE WITH STANDARD DETAIL SD6-7 OF THE 'BLUE BOOK'
	DENOTES TEMPORARY BUND INSTALLED IN ACCORDANCE WITH STANDARD DETAIL SD5-5 (LOW FLOWS) OR SD 5-6 (HIGH FLOWS) OF THE 'BLUE BOOK'
	DENOTES KERB SEDIMENT TRAP INSTALLED AT INVERT OF KERB AT MAX 20 CTS. ENSURE THAT SEDIMENT TRAP IS LOCATED MINIMUM 2m UPSTREAM OF PIT INLET.
	DENOTES KERB INLET SEDIMENT TRAP INSTALLED IN ACCORDANCE WITH STANDARD DETAIL SD5-4 OF THE 'BLUE BOOK'

AZIMUTH : MGA
DATUM. : AHD

SURVEY : WD
DESIGNED : AS
CHECKED : SS

Scales @ A1

DIMENSIONS AND SETTING OUT; REDUCED LEVELS AND CHAINAGES ARE IN METRES, ALL OTHER DIMENSIONS ARE IN MILLIMETRES. SETOUT DIMENSIONS ON THE DRAWINGS SHALL BE VERIFIED ON SITE. DIMENSIONS SHALL NOT BE OBTAINED BY SCALING THE DRAWINGS.

Date	Amendment	Rev	Officer
07.02. 2024	DRAFT	G	AS



Project:	SEAHAM RD TO CLARENCE TOWN RD – BRANDY HILL DR SHARED PATH – W11550
Drawing Title:	SPECIFICATIONS AND LEGEND

EDRMS No:

Revision:	G
Sheet No:	02
Date:	07.02.24
Sheet Size:	A1





HATCHED AREA 'RED' INDICATES
PATH ALIGNMENT INSIDE
PROPERTY BOUNDARY.
BOUNDARY ACQUISITION
REQUIRED

AZIMUTH : MGA
DATUM : AHD

SURVEY : WD
DESIGNED : AS
CHECKED : SS

Scales @ A1

PLANS 1:2000 0 20 40 60 80 100m



DIMENSIONS AND SETTING OUT; REDUCED LEVELS AND CHAINAGES ARE IN METRES, ALL
OTHER DIMENSIONS ARE IN MILLIMETRES. SETOUT DIMENSIONS ON THE DRAWINGS SHALL BE
VERIFIED ON SITE. DIMENSIONS SHALL NOT BE OBTAINED BY SCALING THE DRAWINGS.

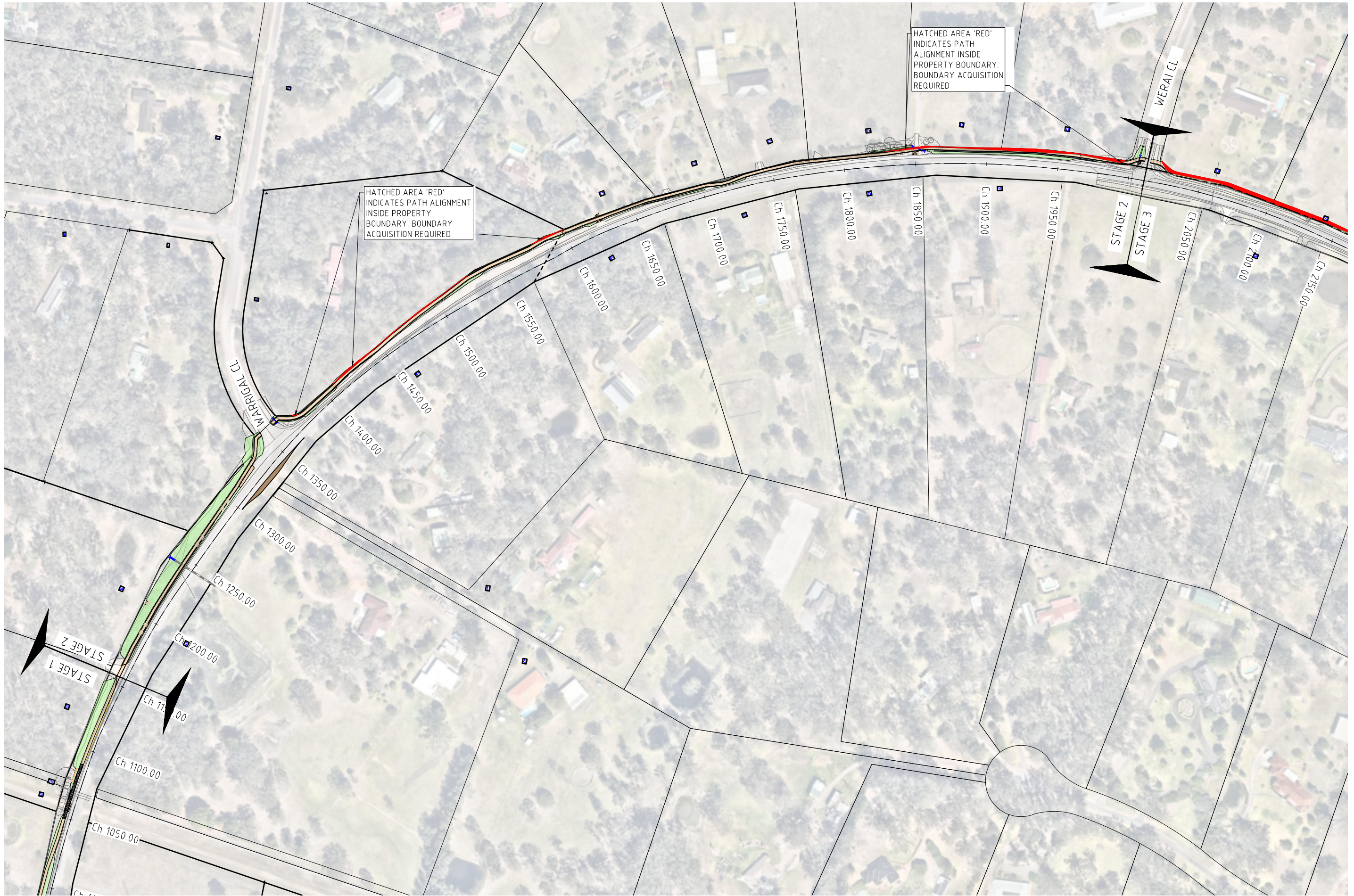
Date	Amendment	Rev	Officer
07.02.2024	DRAFT	G	AS



Project: SEAHAM RD TO CLARENCE TOWN RD - BRANDY HILL DR
SHARED PATH - W11550
Drawing Title: STAGE 1 PLAN

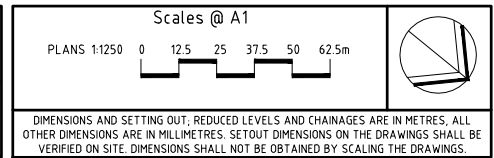
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Revision: G
Sheet No: 101
Date: 07.02.24
Sheet Size: A1



AZIMUTH : MGA
DATUM : AHD

SURVEY : WD
DESIGNED : AS
CHECKED : SS



Date	Amendment	Rev	Officer
07.02.2024	DRAFT	G	AS



Project: SEAHAM RD TO CLARENCE TOWN RD - BRANDY HILL DR
SHARED PATH - W11550

Drawing Title: STAGE 2 PLAN

EDRMS No:	Revision: G
	Sheet No: 102
	Date: 07.02.24
	Sheet Size: A1



AZIMUTH : MGA
DATUM : AHD

SURVEY : WD
DESIGNED : AS
CHECKED : SS

Scales @ A1

PLANS 1:1250 0 12.5 25 37.5 50 62.5m

Date	Amendment	Rev	Officer
07.02.2024	DRAFT	G	AS

PORT STEPHENS

COUNCIL

Project:

SEAHAM RD TO CLARENCE TOWN RD - BRANDY HILL DR
SHARED PATH - W11550

Drawing Title:

STAGE 3 PLAN

EDRMS No:

Revision:

G

Sheet No:

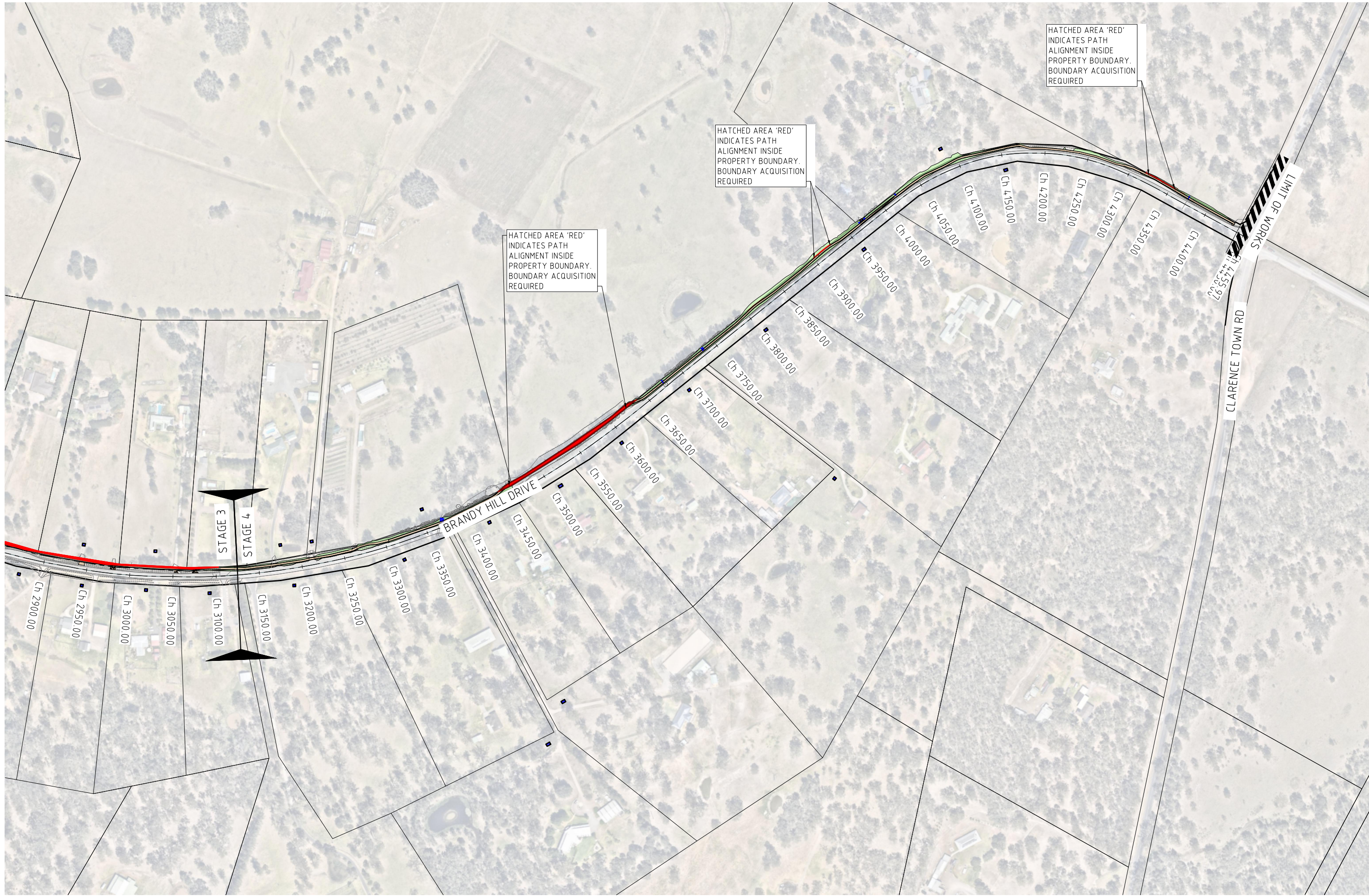
103

Date:

07.02.24

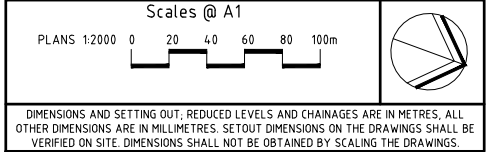
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AZIMUTH : MGA
DATUM : AHD

SURVEY : WD
DESIGNED : AS
CHECKED : SS



Date	Amendment	Rev	Officer
07.02.2024	DRAFT	G	AS



Project: SEAHAM RD TO CLARENCE TOWN RD - BRANDY HILL DR
SHARED PATH - W11550

Drawing Title: STAGE 4 PLAN

EDRMS No:	Revision: G
	Sheet No: 104
	Date: 07.02.24
	Sheet Size: A1

Execution

Executed as a deed.

Council

Executed by Port Stephens Council)
by its authorised delegate in the)
presence of:)

.....
Signature of Witness

.....
Signature of Officer

.....
Name of Witness (print)

.....
Name of Officer (print)

.....
Position of Officer (print)

Developer

Executed by Hanson Construction)
Materials Pty Ltd ACN 009 679 734 in)
accordance with section 127(1)
Corporations Act 2001 (Cth):

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)