

Lincoln Place Planning Agreement

Bega Valley Shire Council ("Council")

ABN 26 987 935 332 of PO Box 492 Bega, NSW, 2550 (**BVSC**)

And

Lincoln Place MHE Pty Limited ("LP")

ABN 17 632 672 676 of Level 5, 50 Clarence Street, Sydney, NSW, 2000 of
Level 5 50 Clarence Street Sydney NSW 2000

BAL *Genuine
leadership
in law*

www.ballawyers.com.au

Deed made at Bega on 3 May2023

Parties

Bega Valley Shire Council ABN 26 987 935 332 of PO Box 492 Bega, NSW, 2550 (BVSC)

And

Lincoln Place MHE Pty Limited ABN 17 632 672 676 of Level 5, 50 Clarence Street, Sydney, NSW, 2000 of Level 5 50 Clarence Street Sydney NSW 2000

Background

- A. On or about 11 September 2020 LP obtained development consent (**the Development Consent**) to DA 2019.432 from BVSC to undertake a staged multi-dwelling housing and subdivision development (**the Development Project**) at 6 Storey Avenue, Eden, NSW, being all the land in Folio Identifiers 101/DP1275822 (**the Land**). The Consent was modified on 4 March 2021.
- B. The Development Project and Consent require the Developer to undertake various Stormwater Management Works to manage stormwater discharge from the Land. This includes the provision of Stormwater Management System(s) and associated works on the Land, as well as the registration of easements to drain water in favour of the Council, to enable the Council to access, service, repair and maintain that infrastructure.
- C. The Developer proposes to reconfigure and redirect stormwater through and from the Land and Development Project in a different manner to what the current configuration is which impacts the Storey Ave Road Reserve, which is owned by the Council.
- D. The public stormwater infrastructure located within the Storey Ave Road Reserve will need to be upgraded to accommodate stormwater discharge and transfer reconfiguration from the Development Project and other development within the Eden and Lake Curalo catchment which drains to the Storey Ave Road Reserve (**the Public Stormwater Upgrade Works**).
- E. In recognition of the benefit LP will obtain from the timely carrying out of the Public Stormwater Upgrade Works, LP has agreed to provide the Contribution to the Council to assist fund the Public Stormwater Upgrade Works on the terms and conditions of this deed.
- F. In accordance with section 7.4 of the Act, this deed formalises the arrangement between the Parties for:
 - a. the delivery of the Contribution by LP to the Council for the Public Stormwater Upgrade Works in connection with the Development; and
 - b. the carrying out of the Public Stormwater Upgrade Works by the Council.

Operative Provisions

1. Definitions and Interpretation

1.1 Definitions

In this deed:

"Act" means the *Environmental Planning and Assessment Act 1979* (NSW).

"Approval" means any approvals, consents, modifications, certificates, permits, endorsements, licences, conditions or requirements (and any modifications or other variations to them) which may be required by law in connection with the commencement and carrying out, as applicable, of the works associated with the provision of the Contributions.

"Authority" means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an "accredited certifier" as that term is defined in the Act.

"Business Day" means any day on which banks are open for business generally in NSW, except for Saturday, Sunday or a day which is a public holiday in NSW.

"Business Hours" means from 9am to 5pm on each Business Day.

"Commencement" means the date that this deed is signed by both parties.

"Costs" means external costs, charges and expenses, including those incurred in connection with consultants and advisers.

"Council" means Bega Valley Shire Council.

"Development" means the development described in the Development Application

"Development Application" means DA 2019.432 and includes applications to modify the Development Consent.

"Development Consent" means consent 2019.432 granted by the Council to the Development Application on 11 September 2021, as modified from time to time.

"Explanatory Note" means the explanatory note in relation to the Planning Agreement, as required by clause 25E of the Regulations, and attached as Schedule 2 to this deed.

"Force Majeure Event" means an event affecting a party which is outside that party's reasonable control including fire, storm, flood, drought, earthquake, explosion, war, invasion, rebellion and sabotage.

"GST" has the same meaning as in the GST Law.

"GST Law" has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition of or administration of the GST.

"Insolvent" means where a Party;

- (a) has had a liquidator or receiver or receiver and manager is appointed to it (unless the application is withdrawn, struck out or dismissed within 14 days of being made); or
- (b) proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding up or dissolution; or
- (c) has come under administration as defined in section 9 of the Corporations Act 2001 (Cth), or action is taken which would result in that event; or
- (d) is unable to pay its debts and liabilities as they fall due as disclosed in its accounts; or
- (e) a writ of execution is levied against it or its property;
- (f) any other secured creditor has commenced action to enforce its security; or
- (g) it is otherwise presumed insolvent under an applicable Law; or
- (h) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

"Land" means 6 Storey Avenue, Eden, NSW being all the land in Folio Identifiers 101/DP1275822.

"Law" means

- (a) the common law including principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority,

presently applying or as they may apply in the future.

"Legislation" means any statute, rule, ordinance, code, regulation, proclamation, by-law or consent by an Authority.

"LP" means Lincoln Place MHE Pty Limited (including any controlled, associated or related entity of Lincoln Place MHE Pty Limited involved in the undertaking of the Development)

"Monetary Contribution" means \$200,000.00 (inclusive of any GST).

"Party" means a party to this deed, including their respective successors and assigns.

"Register" means the Torrens title register maintained under the *Real Property Act 1900* (NSW).

"Public Purpose" means the Public Stormwater Upgrade Works.

"Public Stormwater Upgrade Works" means the upgrade of the Public Stormwater System as described and shown in Schedule 3.

"Practical Completion" means the date the Council gives notice to the LP that the Public Stormwater Upgrade Works are substantially complete and fit for connection and use.

"Regulation" means the *Environmental Planning and Assessment Regulation 2021* (NSW).

"Solicitors for the Council" means Williams Love & Nicol Lawyers Pty Ltd CAN 096 408 374 trading as BAL Lawyers, or such other law firm as notified by the Council to the Developer in writing.

"State" means the State of New South Wales.

"Subdivision Certificate" has the meaning given to that term in Part 6 of the Act.

"Tax Invoice" has the meaning given to that term in the GST Law.

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) "person" includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (c) a reference to a Party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
 - (d) a reference to an Authority in this deed includes,
 - (1) where an Authority ceases to exist, the body which replaces it; and
 - (2) where an Authority has its powers or functions transferred to another body the body which has the same or similar powers and which performs the same or similar functions.
 - (e) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
 - (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
 - (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
 - (j) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (k) "includes" in any form is not a word of limitation;

- (l) a reference to dollars or \$ is to Australian currency; and
- (m) a reference to a term or expression defined in the Act shall have the meaning given to it by the Act.

2. Status of this deed

- (a) This deed takes effect from Commencement.
- (b) The Parties will use their best endeavours to execute this deed within 14 Business Days from the end of the public notice period required by s. 7.5 of the Act.

3. Planning Agreement under the Act and Policy

- (a) The Parties agree that this deed is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 1 of this deed summarises the requirements for planning agreements under section 7.4 of the Act and the way this deed addresses those requirements.

4. Application of this deed

This deed applies to:

- (a) the Land; and
- (b) the Development.

5. Contributions

5.1 Timing of Monetary Contribution

- (a) Within 90 days of Commencement, LP must pay the Monetary Contribution into a trust account managed by the Solicitors for the Council. Payment must be made via one of the following methods:

BPay

Biller Code: 423236

Biller Ref: 305614620167732

Contact your participating financial institution to make a BPAY payments using the biller code and reference number as detailed above.

DEFT Payment

Pay by credit card or registered bank account at www.deft.com.au or phone 1300 30 10 90. Payment by credit card may attract a surcharge.

DEFT Reference Number:

305614620167732

- (b) The Monetary Contribution to be held by the Solicitors for the Council until the funds may be released to the Council in accordance with cl. 5.1(c).
- (c) The Monetary Contribution will be released to the Council by the Council's solicitor no earlier than 14 days after Practical Completion.
- (d) The Monetary Contribution must be paid in full and received by the Solicitors for the Council prior to the issue of a Subdivision Certificate for the Development. This subclause operates as a restriction on the issue of a Subdivision Certificate for the Development Project for the purpose of s 6.15 of the Act.
- (e) The Council agrees to apply the Monetary Contribution only towards the Public Purpose.

5.2 Timing of public works

- (a) The Council agrees to use all reasonable endeavours to carry out and achieve Practical Completion of the Public Stormwater Upgrade Works before the latter of:
 - (1) The date 12 months from the date that a Construction Certificate for the Development Project is issued by the Council (acting as PCA) or is otherwise provided to it; or
 - (2) The date 14 months from the date of commencement of this deed.
- (b) In the event that the Public Stormwater Upgrade Works do not achieve Practical Completion in accordance with cl 5.2(a), the Council is to
 - (1) continue to progress the Public Stormwater Upgrade Works to achieve Practical Completion of those works as soon as possible; and
 - (2) provide fortnightly updates to the LP as to the status of those works until Practical Completion is achieved.

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

- (a) This deed does not exclude the application of section 7.11 of the Act to the Development.
- (b) The making of the Monetary Contribution is not to be taken into consideration in determining a development contribution under section 7.11 of the Act.
- (c) This deed does not exclude the application of section 7.12 of the Act to the Development.
- (d) This deed does not exclude the application of section 7.24 of the Act to the Development.

7. Interests in the Land

7.1 Ownership

LP represents and warrants to the Council that;

- (a) It owns the Land or has the exclusive right to own the Land; and

- (b) It has the right to carry out the Development on the Land.

7.2 Registration

- (a) The Developer agrees to register this Deed on the title for the Land if requested to do so by the Council
- (b) If the Council requires this Deed to be registered, the Developer must do all things required to enable timely registration to occur, including by obtaining the consent of each person who has an estate or interest in the Land to its registration.
- (c) If this deed is registered, the Developer may ask the Council to consent to it being removed once the Monetary Contribution has been made as required by this Deed.
- (d) LP warrants that it has the unconditional and irrevocable consent of the owner of the Land and of each person who has an estate or interest in the Land to register this Deed on the title for the Land.

8. Enforcement of Obligations

8.1 Enforcement

This deed may be enforced by any Party in any court of competent jurisdiction.

8.2 Security

- (a) The parties acknowledge and agree that:
 - (1) the effect of clause 5.1. is to require the Monetary Contribution to be paid before the issue of Subdivision Certificate for the Development Project;
 - (2) the Council may require registration of this deed on the title to the Land; and
 - (3) the effect of clause 11 is to bind any future Developer to the terms of this deed.

9. Termination

9.1 This deed terminates if any of the following circumstances arise:

- (a) If the Development Consent is held to be void by any Court; or
- (b) if the Development Consent expires or is surrendered; or
- (c) if LP becomes Insolvent.

9.2 In the event of termination:

- (a) The Council is not required to carry out or complete the Public Stormwater Upgrade Works in accordance with this deed or at all.
- (b) The Council is not required to refund or return the Monetary Contribution or any part of it which has been made.

10. Dispute Resolution

10.1 Parties to meet

- (a) If a dispute between the Parties arises in connection with this deed or its subject matter then either Party may give the other Party a Notice of Dispute in writing identifying and providing details of the dispute.
- (b) The Parties must continue to perform their respective obligations under this deed despite the existence of a dispute.
- (c) Representatives of the Parties must promptly (and in any event within 10 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (d) The disputing Parties may, without limitation:
 - (1) resolve the dispute during the course of that meeting;
 - (2) agree that further material, or arbitration about a particular issue is needed to effectively resolve the dispute or agree to a form of alternative dispute resolution (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (3) agree that the disputing parties are unlikely to resolve the dispute.

10.2 Litigation

- (a) If a dispute arises between the Council and LP in relation to this Deed then the disputing Parties must not commence any court proceedings relating to the dispute unless the disputing Parties have first complied with the processes in clause 10.1.
- (b) If the dispute is not finally resolved in accordance with the process in clause 10.1 then any disputing Party is at liberty to litigate the dispute.
- (c) Nothing in this clause 10 prevents:
 - (1) either party from seeking urgent interlocutory relief;
 - (2) either party from bringing proceedings in a Court of competent jurisdiction to enforce any aspect of this deed or any matter to which this deed relates; or
 - (3) either party from exercising any function under any Legislation, including the Act, or any other Law relating to the enforcement of any aspect of this deed or any matter to which this deed relates.

11. Change of beneficiary of the Development Consent

- (a) If LP intends to cease to be the person entitled to carry out the Development, it must:
 - (1) Give 14 days advance notice to the Council of the identity of the person who will carry out the Development (**the new Developer**), including by providing a phone number, email address and postal address for the new Developer and, if requested by the Council,

evidence of the new Developer's capacity to make the Contribution;
and

- (2) Procure that LP and the new Developer enter into a deed of novation on terms acceptable to the Council, acting reasonably, and under which
 - i. the new Developer replaces LP in this Deed as if the new Developer was an original party to this Deed;
 - ii. the new Developer obtains all the rights and assumes all the obligations of LP under this Deed;
 - iii. LP and the Council each release the other from any Claim, obligation or liability arising under this Agreement, whether arising before or after the novation date.
- (b) Nothing in this clause requires any other person to pay the Monetary Contribution, if it has already been paid in accordance with clause 5.1.

12. Review and amendment of this deed

- (a) This deed may be reviewed or modified by the Parties at any time. Any review or modification of this deed will be conducted in the circumstances and in the manner determined by the Parties.
- (b) No modification or review of this deed will be of any force or effect unless it is in writing and signed by both Parties.

13. Costs

Each party is to pay its own costs and expenses (including legal fees) of and incidental to the preparation, negotiations, execution and (where applicable) the stamping and registration of this deed.

14. GST

- (a) Words and expressions which are not defined in this deed but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this deed, LP must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

15. Use of Explanatory Note

The Explanatory Note must not be used to assist in construing this deed.

16. Notices

- (a) A notice given by either Party pursuant to this deed has no legal effect unless it is in writing.

- (b) All written notices given under this deed may be validly given by any one of the following means:
- (1) by sending it by prepaid post to the address of the Party;
 - (2) by email to the email address of the Party to be served; or
 - (3) by delivering it to the Party to be served.
- (c) The Parties expressly acknowledge that it is each Party's responsibility to ensure that the other is fully aware of that Party's current contact details at all times throughout the duration of this deed. Notices sent by one Party to the other Party which are addressed to an address previously notified to the delivering Party as the other Party's address are deemed received by the other Party unless and until that other Party can prove it had notified the delivering Party of a more recent address.
- (d) A notice shall be deemed to be given and received:
- (1) if sent by pre-paid post or by document exchange, 2 Business Days after it has been posted;
 - (2) if sent by email during Business Hours, on the day it was sent and, if sent by email outside Business Hours, on the first Business Day after the day it was sent; and
 - (3) if delivered during Business Hours, on the day of delivery and, if delivered outside Business Hours, on the first Business Day after the day of delivery.
- (e) As at the date of this deed each Party's address for service is as follows:
- For the Council:**
- Delivery address: PO Box 492, Bega NSW 2550
- Post: PO Box 492, Bega NSW 2550
- Email: rmarshall@begavalley.nsw.gov.au
- For LP**
- Delivery address: Level 5, 50 Clarence Street, Sydney, NSW, 2000
- Post: Level 5, 50 Clarence Street, Sydney, NSW, 2000
- Email: benhindmarsh@lincilnolace.com.au
- (f) A notice given or a document signed or served on behalf of any Party by any director or company secretary or solicitor of that Party shall be deemed to have been given, signed or served by that Party personally.

- (g) Any notice sent by email will be taken to have been received by the addressee for the purposes of this deed unless the sender receives a message indicating that delivery has failed.
- (h) A Party may change its address for notices by giving the other Party 3 Business Days' written notice of the change.

17. Miscellaneous

17.1 Relationship of the Parties

- (a) Nothing in this deed creates a relationship of agency between the Parties or, except as expressly provided, authorises one of them to enter into any contracts or other commitments which bind any other Party without their express written approval.
- (b) Nothing in this deed is intended or to be implied to create a relationship of employment, public-private partnership or joint venture between the Parties or any of their respective agents, employees, sub-contractors and assigns.

17.2 No Waiver

- (a) Any delay or failure to enforce any term of this deed will not be deemed to be a waiver.
- (b) There is no implied waiver by either Party in respect of any term of this deed and any waiver granted by either Party shall be without prejudice to any other rights.
- (c) Any waiver must be in writing, and in the case of the Council, signed by the General Manager.
- (d) A waiver by a Party of its rights under this deed is only effective in relation to the particular obligation or breach in respect of which it is given, and does not cover subsequent breaches of the same or a different kind.

17.3 No Fetter

Nothing in this deed is to be construed as requiring an authority to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

- (a) nothing in this deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- (b) nothing in this deed imposes any obligation on the Council to:
 - (1) grant development consent or project approval; or
 - (2) exercise any function or power under the Act in relation to a change, or a proposed change, in an environmental planning instrument.

17.4 Governing Law

This deed shall be governed by and construed in accordance with the Law of New South Wales and the Commonwealth of Australia and the parties submit themselves to the exclusive jurisdiction of the courts of those jurisdictions and those that have jurisdiction to hear any appeals from them.

17.5 Entire Agreement

This deed:

- (a) is the entire agreement of the Parties concerning everything connected with the subject matter of this deed; and
- (b) supersedes any prior representations, statements, promises or understanding on anything connected with that subject matter.

17.6 Severability

If any provision of this deed is void, unenforceable or illegal in the jurisdiction governing this deed, then:

- (a) it is to be read down so as to be valid and enforceable; or
- (b) if it cannot be read down, the provision (or where possible the offending words), is severed from this deed and the rest of this deed remains in force.

17.7 Counterparts

This deed may be executed in any number of counterparts, all of which taken together constitute one and the same document.

17.8 Further assurances

Each Party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this deed.

17.9 Representation and Warranties

The Parties represent and warrant that they have the power to enter into this deed and to comply with their obligations under this deed.

17.10 Confidentiality

This deed may be treated as a public document.

17.11 Time for doing acts


- (a) If the time for doing any act or thing required to be done or a notice period specified in this deed expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00pm on the specified day, it is taken to have been done on the following Business Day.

Executed as a Deed on 3 May 2023

EXECUTED for and on behalf of Bega Valley Shire Council by its authorised delegate, in accordance with a resolution of the Council made on



.....
Signature of Authorised Delegate

ANTHONY MCMAHON
.....
Name of Authorised Delegate (in full)



.....
Signature of Witness

JACQUELINE GRANT
.....
Name of Witness (in full)

EXECUTED BY Lincoln Place MHE Pty Limited ABN 17 632 672 676 pursuant to S.127 Corporations Act, 2001 by the undersigned


.....
Signature of Director/ Secretary

NICHOLAS COLLISTER
.....
Name of Director/ ~~Secretary~~


.....
Signature of ~~Witness~~ DIRECTOR

BEN WISMARK
.....
Name of Director/ ~~Secretary~~

Schedule 1: Section 7.4 Requirements

SUBJECT AND SUBSECTION OF THE ACT	THIS PLANNING AGREEMENT
LP has:	
(a) sought a change to an environmental planning instrument	LP has made a Development Application and received development consent for multi-dwelling housing and a 16 lot torrens title subdivision of the Land.
(b) made, or proposes to make, a Development Application	
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies	
Description of the land to which this Planning Agreement applies – s.7.4(3)(a)	Refer to clause 4 and definition of 'Land' in clause 1
Description of the development –s.7.4(3)(b)	Refer to the definition of Development Consent in clause 1
The nature and extent, timing, and manner of delivery of contribution required by this Planning Agreement – s. 7.4(3)(c)	Refer to clause 5
Applicability of s.7.11 of the Act – Section 7.4(3)(d)	Refer to clause 6
Applicability of section 7.12 of the Act – Section 7.4(3)(d)	Refer to clause 6
Applicability of section 7.24 of the Act – Section 7.4(3)(d)	Refer to clause 6
Whether benefits are to be taken into account under section 7.11 – Section 7.4(3)(e)	Refer to clause 6
Mechanism for dispute resolution – Section 7.4(3)(f)	Refer to clause 10
Enforcement of the Planning Agreement – Section 7.4(3)(g)	Refer to clause 8.1
Registration of the Planning Agreement – Section 7.6	Refer to clause 7.2
No obligation to grant consent or exercise functions – Section 7.4(9)	Refer to clause 17.3

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Handwritten initials: AM

Schedule 2: Explanatory Note

Planning Agreement for Monetary Contribution

Introduction

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of the proposed Planning Agreement (the "**Planning Agreement**") prepared under Section 7.4 of the *Environmental Planning & Assessment Act 1979* (the "**the Act**").

This Explanatory Note has been prepared jointly by the Parties as required by clause 25E of the *Environmental Planning & Assessment Regulation 2000* ("**the Regulation**").

This explanatory note is not to be used to assist in construing the deed.

Parties to the Planning Agreement

The Parties to the Planning Agreement are Bega Valley Shire Council ("**Council**") and Lincoln Place MHE Pty Limited, ABN 17 632 672 676 ("**Developer**"). The Council has granted development consent to the Development Application lodged by the Developer.

The Developer has made an offer to pay a monetary contribution to the Council to be put towards the cost of upgrading public stormwater infrastructure in the vicinity of the Development.

Summary of the objectives, nature and effect of the Planning Agreement

The objective of the Planning Agreement is to record the terms of the offer made by the Developer and its obligations to make a monetary contribution for a public purpose to the Council.

The effect of the agreement is that the Developer will be required to pay a one-off monetary contribution in the amount of \$ 200,000.00 to the Council prior to the issue of a subdivision certificate enabling the subdivision of the Land. The Contribution is to be applied by the Council for the public purpose of upgrading public stormwater infrastructure in the road reserve adjacent to the Land.

Assessment of the Merits of the Planning Agreement

The benefits of the Planning Agreement are that the contribution will fund for public stormwater upgrade works in the Bega Valley local government area which will assist in ensuring the ongoing adequacy of stormwater collection and management for the benefit of the catchment community.

Identification of how the Planning Agreement promotes the public interest and the objects of the Act

The Planning Agreement promotes the public interest and the objects of the Act by providing a monetary contribution that offsets the costs that would otherwise have been drawn from Council funds.

Identification of how the Planning Agreement promotes elements of the Council's Charter under the *Local Government Act 1993*

The Planning Agreement is consistent with the following guiding principles for Councils in section 8A of the *Local Government Act 1993* (which have replaced the Council Charter):

- In exercising functions generally:

AM
BN
P

- Councils should carry out functions in a way that provides the best possible value for residents and ratepayers.
- Councils should plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
- Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way.
- In decision making:
 - Councils should recognise diverse local community needs and interests.
 - Councils should consider the long term and cumulative effects of actions on future generations.
 - Councils should consider the principles of ecologically sustainable development.

The Planning Agreement is consistent with these principles in that it requires a monetary contribution to be paid to mitigate the impacts of private development on public road infrastructure used by the broader community.

Identification of the planning purpose served by the Planning Agreement and whether the Planning Agreement provides for a reasonable means of achieving that purpose

The planning purpose served by the Planning Agreement is the development and improvement of infrastructure for public purposes, namely, public stormwater infrastructure.

The Planning Agreement provides a reasonable means of achieving these public purposes by providing funds which Council will use to upgrade its stormwater infrastructure in the area.

Identify whether the agreement, amendment or revocation conforms with the planning authority's capital works program (if any),

The Planning Agreement is not inconsistent with Council's Capital Works Program.

How the Planning Agreement promotes the public interest

The Planning Agreement promotes the public interest by funding stormwater upgrade works for the benefit of the catchment community.

Enforcement of the contribution

The benefits under the agreement are suitably secured as the contribution must be made prior to the issue of a subdivision certificate.

The Council can also require the VPA to be registered on the title to the Land.

Schedule 3- Public Stormwater Upgrade Works

The construction of all works within the existing Storey Avenue Road Reserve as described in the approval issued by the Council to Lincoln Place MHE Pty Ltd under s.138 of the *Road Act 1993* dated 14 December 2022 and annexed to this Schedule.

Handwritten initials and a signature in the bottom right corner of the page. The initials appear to be 'M' and 'RA', and there is a large, stylized signature next to them.



PO Box 492, Bega NSW 2550
(02) 6499 2222
(02) 6499 2200
council@begavalley.nsw.gov.au

26 987 935 332
4904 Bega

DA: 2019,432
RA-2022-10622

14 December 2022

Lincoln Place MHE Pty Ltd
Ground Floor, 135/137 Macquarie Street

DECLARATION
Under Section 138 of the *Roads Act 1993*

The work completed in accordance with the attached certified plans and specifications will comply with the requirements Section 138 of the *Roads Act 1993*.

APPLICANT	Lincoln Place MHE Pty Ltd
LAND	Storey Ave Road Reserve
LOCATION	6 Storey Avenue EDEN, 81 Princes Highway EDEN
PARCEL NUMBER	43390
USE AND/OR DEVELOPMENT	Construction of public works
DATE OF ISSUE	14 December 2022

Pursuant to Section 139 of the *Roads Act, 1993* notice is hereby given of the determination by Council of the subject application.

The application has been determined by the **GRANTING OF APPROVAL** subject to the following conditions which are required to be complied with **prior** to the issue of any Occupation Certificate issued under the Environmental Planning and Assessment Act 1979.

1. Construction and Use of Public Works

All public engineering works (driveway crossover, footpaths, roadworks, stormwater works etc) must be inspected and tested by Council's inspector in accordance with Council's Development Design and Construction Specifications.

Typically, inspections are required at, but not limited to, the following stages:

- a) After placement of all signs and control measures in accordance with the approved Traffic Control Plan;
- b) After stripping of topsoil from roads and fill areas, all Soil & Water Management Plan controls shall be in place at this stage;
- c) During application of bitumen seal or asphaltic concrete wearing surface;

Section 138 certificate

- d) After completion of works;
- e) As otherwise required to confirm that the works are satisfactorily executed and in conformity with environmental controls.

It should be noted that Council charges fees for inspections and certificates.

The developer will complete quality assurance testing of all public asset works in accordance with the inspection and testing plans detailed in Council's Development Construction Specifications.

Testing results shall be provided as required throughout the construction phase of the development.

2. CCTV of Stormwater Infrastructure

Prior to Council accepting new stormwater infrastructure, a CCTV inspection of all new and modified stormwater assets must be undertaken in accordance with the Conduit Inspection Reporting Code of Australia WSA 05.

A copy of the CCTV inspection footage and inspection report prepared and certified by a suitably qualified person shall be provided to Council prior to the acceptance of works into the nominated 'into maintenance period'

3. Public Engineering Work Completion Certificate

All public engineering works (driveway crossover, footpaths, roadworks, stormwater works etc) shall be constructed in accordance with the accepted construction plans, Council's Development Construction Specifications and conditions of this consent.

In this regard a Completion of Engineering Works Certificate (Compliance Certificate) must be obtained from Council prior to the issue of an Occupation Certificate.

4. Works as Executed Plans

Council shall be provided with the following works as executed plans for all public assets constructed:

- a) A PDF copy of the construction certificate plans clearly marked up to show all variations from the approved design.
- b) AutoCAD DWG or DXF file that includes the as-built details of all works. The map projection in the drawing shall be GDA2020 zone 55 and different infrastructure elements shall be delineated into different drawing layers.

Works as executed plans must be prepared and certified by an experienced Surveyor or Professional Engineer as a complete and accurate record of the work.

5. Easements to Drain Water

Establishment of easements to drain water not less than 3.0 metres wide (piped) in favour of Council within all lots (and downstream where proposed) that contain stormwater drainage works within a Council-controlled drainage system. The width of easements to contain overland flow paths will be determined based on the conveyance system for the major event (1 in 100 year ARI) peak flow.

A copy of the plan registered with the NSW Land and Property Information creating this easement shall be provided to the Council demonstrating compliance.

6. *Developer's liability for maintenance of public works*

The developer is liable for maintenance of the works to which the S138 Certificate relates. The developer shall;

- a) Remedy any defects in the public works that arise within 12 months after acceptance of practical completion by council
- b) Making good any damage caused to any property of Council as a consequence of the doing of anything to which the consent relates,

In this regard the developer must enter into a bonding deed with Council prior to the issue of the occupation certificate. In this regard the developer shall provide Council a cash bond or bank guarantee in an amount equivalent to 5.0% of the final construction value of the public works for which Council is accepting maintenance responsibility for.

The funds realised from this security may be paid out by Council to meet any costs referred to in paragraph (a) or (b) above. A bond administration fee will be payable to Council, as per the latest schedule of fees and charges.

At the cessation of the maintenance period the developer must write to Council to request release of the bond. A final inspection will be required prior to release of the bond.

Lapsing of approval

This approval lapses five years after the date from which it operates, unless where the related Development Consent detailed on this determination has been substantially physically commenced.

Notes

All inspections as per BVSC standard inspection and testing regime – see attached

Jamie Pickett

Assessing Officer

FOR BEGA VALLEY SHIRE COUNCIL

Quality Assurance

The Contractor is responsible for developing and submitting Inspection and Test Plan(s) (ITP) for its work on the project for approval prior to starting work. The Contractor shall arrange all inspections as required by the ITP(s) and obtain signatures.

The Superintendent and Council are separately responsible for attending and signing off (or requiring rectification) of all inspections as per the ITP(s) and requirements of this clause. The Superintendent is responsible for monitoring progress of the ITP(s) and verifying all inspections are signed and lodged with the Principal Certifier prior to handover of assets.

Before starting any site works you also need to organise a site meeting between Council's Planning and Water and Sewer Quality Assurance Inspectors, the Contractor and a Developers Representative who is authorised to receive any notices or directions from Council. 02 6499 2222

All works are to be carried out in accordance with Council's technical specifications for civil engineering works.

Construction work shall take place during normal working hours, namely 7am to 5pm, Mondays to Fridays and 8am to 1pm Saturdays (no work on Sundays or Public Holidays)

Standard Inspection Regime and Testing Requirements

TRAFFIC

Temporary signs and markings

ENVIRONMENTAL

Erosion and sediment controls

STORMWATER

Stormwater Pipes – prior to backfill above the haunch zone.

Subsoil drainage pipes – prior to backfill of filter material.

Stormwater Pits – inspection of forms and reinforcement prior to concrete pour.

For precast pits check that pipes have been grouted in.

SUBGRADE

CBR Testing – 4 Day soaked test, compacted to 95% of MDD, Standard. Take samples from one site every 60-100m of road length. Samples should be taken from natural material only (not select fill). For new roads pavement design should already be done and the CBR testing is to confirm the design assumptions.

Density Test – Minimum compaction 97% Modified. Moisture content to be 60%-90% of OMC. One test for every 500m² or part thereof.

Proof-roll - full prepared width using large roller, large grader or full water cart.

Level conformance - survey report that details conformance of the subgrade levels with the design drawings, at centre-line and kerb-line.

SUB-BASE AND BASECOURSE LAYERS

Proof-roll under K & G

Proof-roll - full pavement width using large roller, large grader or full water cart.

Density Test – Minimum compaction 97% Modified. Moisture content to be 60%-90% of OMC. One test for every 500m² or part thereof.

Material Testing – Atterberg limits, MC, CBR

Level conformance - survey report that details conformance of the sub-base levels with the design drawings, at centre-line and kerb-line.

CONCRETE

Prior to concrete pour of paths, driveways, pits and other structures.

RETAINING WALLS AND STRUCTURES

Foundations, backfill and drainage, typically needs sign off from a structural engineer – see consent.

FINAL

General workmanship of all works including pit/lintel/grate finish.

Full water cart to be on-site to test SW drainage/kerbs at sag points.

Notes on wearing course

Prime (tack coat) wait 48 hours, double double 14mm x 7mm C170 hot bitumen seal.

Initial Primerseal wait 6 – 12 months. Double double 14mm x 7mm C170 hot bitumen seal (Bonded)

Initial double double 14mm x 7mm C170 hot bitumen seal wait 6-12 months. Final coat. (Bonded)

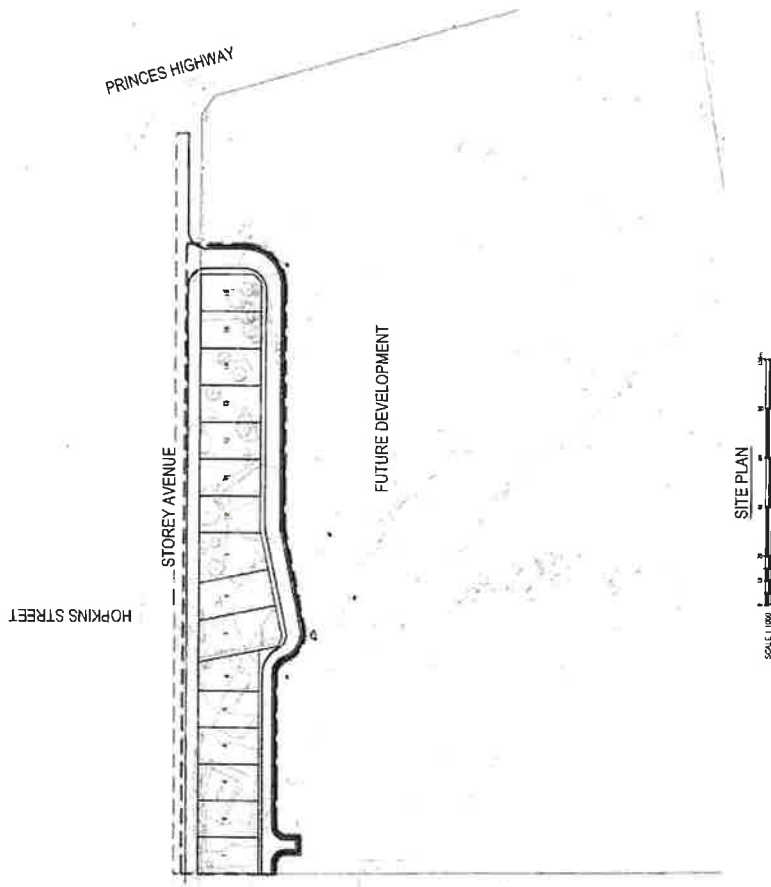
S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY

PROPOSED MULTI UNIT HOUSING DEVELOPMENT PRINCES HIGHWAY EDEN SUBDIVISION WORKS - CONSTRUCTION CERTIFICATE

DWG No	DESCRIPTION	REV
C1.01	COVER SHEET AND DRAWING INDEX	F
C1.02	NOTES AND LEGEND	F
C1.03	DETAILS - SHEET 1	F
C1.04	DETAILS - SHEET 2	F
C1.11	STAGING PLAN	F
C2.01	SITE GRADING PLAN	F
C2.11	STORMWATER MANAGEMENT PLAN	F
C2.21	PAVEMENT PLAN	F
C2.31	SIGNAGE AND LINEMARKING PLAN	F
C2.41	STREETSCAPE AND PUBLIC DOMAIN PLAN	F
C2.51	ROAD CONTROL PLAN	F
C3.11	ROAD LONGITUDINAL SECTION - MK01	F
C3.21	ROAD CROSS SECTIONS - MK1	F
C3.22	ROAD CROSS SECTIONS - STOREY AVENUE	F
C3.23	ROAD CROSS SECTIONS - STOREY AVENUE	F
C3.24	ROAD CROSS SECTIONS - STOREY AVENUE	F
C3.25	ROAD CROSS SECTIONS - STOREY AVENUE	F
C4.01	INTERSECTION PLAN - SHEET 1	F
C4.02	INTERSECTION PLAN - SHEET 2	F
C5.01	BULK EARTHWORKS CUT AND FILL DIAGRAM	F
C5.11	BULK EARTHWORKS SITE SECTIONS - SHEET 1	F
C6.01	BITE CATCHMENT PLAN	F
C6.02	STORMWATER STRUCTURE SCHEDULE	F
C6.11	STORMWATER DRAINAGE LONGITUDINAL SECTIONS - SHEET 1	F
C6.12	STORMWATER DRAINAGE LONGITUDINAL SECTIONS - SHEET 2	F
C6.13	STORMWATER DRAINAGE LONGITUDINAL SECTIONS - SHEET 3	F
C6.21	STORMWATER DRAINAGE CALCULATIONS - MINOR STORM (5YR ARI) SHEET 1	F
C6.22	STORMWATER DRAINAGE CALCULATIONS - MINOR STORM (5YR ARI) SHEET 2	F
C6.31	STORMWATER DRAINAGE CALCULATIONS - MAJOR STORM (100YR ARI) SHEET 1	F
C6.32	STORMWATER DRAINAGE CALCULATIONS - MAJOR STORM (100YR ARI) SHEET 2	F
C7.01	SOIL EROSION AND SEDIMENT CONTROL PLAN	F
C7.11	SOIL EROSION AND SEDIMENT CONTROL - NOTES AND DETAILS	F
C8.01	BASIN DETAILS - SHEET 1	F
C8.02	BASIN DETAILS - SHEET 2	F
C8.03	BASIN DETAILS AND CALCULATIONS	F



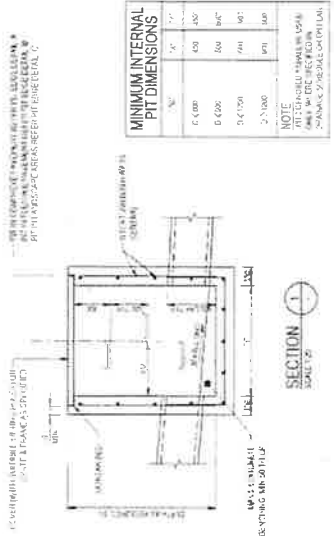
LOCALITY PLAN
NOT TO SCALE



SECTION 138 APPROVAL
14/11/2022
James Pickart

		ACOR CONSULTANTS Pty Ltd Unit 10, Level 1, No 1 Macquarie Place Block 1 Unit 10, NSW 2000 T +61 2 9504 6311		MULTI UNIT HOUSING DEVELOPMENT PRINCES HIGHWAY EDEN NSW 265	
		SCOTT HARRIS & ASSOCIATES 10 MACQUARIE RD JINDABINE NSW 2607		SUBMISSION WORKS CONFIDENTIAL - ATTENTION NOT TO BE RELEASED 10/01/2020 AS SHOWN 10/11/2022 AS SHOWN W/19/0315	
LINCOLN PLACE C/- 37 MACQUARIE STREET STONEY HAY 2000				FOR CONSTRUCTION	

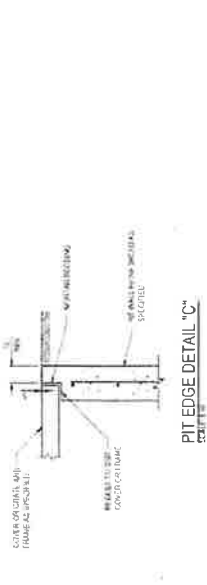
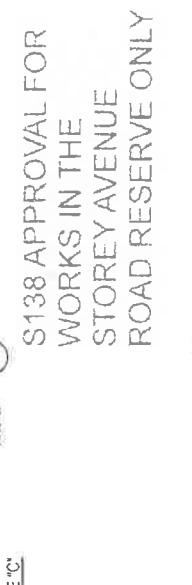
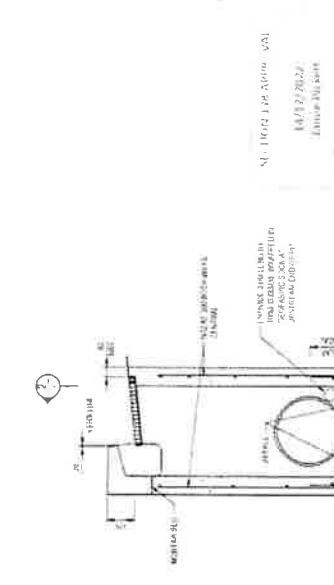
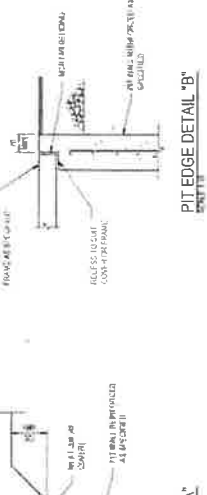
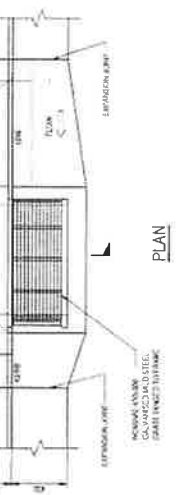
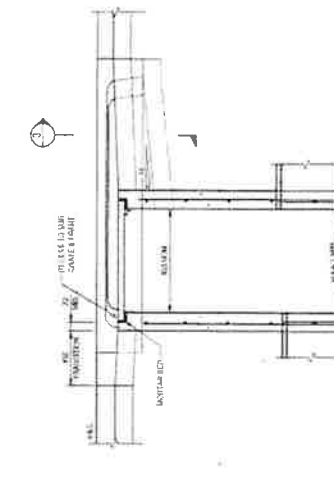
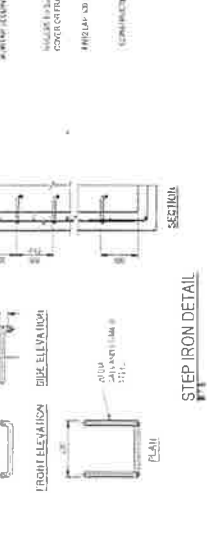
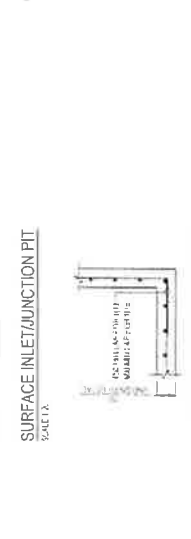
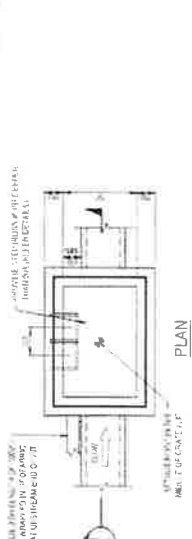
Checklist of all drawings and documents to be submitted for approval...
 1. REVISIONS SHEET
 2. DRAFT/ISSUE SHEET - DESIGN DEVELOPMENT
 3. DESIGN FOR CONSTRUCTION
 4. SITE PLAN
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MINIMUM INTERNAL PIT DIMENSIONS

TYPE	MINIMUM WIDTH (mm)	MINIMUM DEPTH (mm)
C-600	600	450
D-600	600	300
1.4 x 1.50	1400	1500
2.0 x 3.00	2000	3000

NOTE:
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
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S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY

FOR CONSTRUCTION

ACOR Consultants Pty Ltd
 Unit 10
 100/102
 Bankstown NSW 2213
 Australia
 T +61 2 9634 6311
 F +61 2 9634 6311
 www.acor.com.au

ACOR CONSULTANTS

SHO

SCOTT HARRIS & ASSOCIATES
 100/102
 Bankstown NSW 2213
 Australia

UNCLIN PLACE
 100/102
 Bankstown NSW 2213
 Australia

NO.	REVISION/DATE	BY	CHKD
1	20/02/20	SH	SH
2	24/02/20	SH	SH
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S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY

LEGEND

- SITE BOUNDARY
- STAGING BOUNDARY
- INDICATIVE EASEMENT LOCATION
- PROPOSED EASEMENT TO DRAIN WATER FROM PUBLIC ROAD (5m WIDE)
- PROPOSED EASEMENT FOR SUPPORT / MAINTENANCE (7.4m WIDE)

NOTE
FINAL EASEMENT WIDTHS AND LOCATIONS SUBJECT TO DRAFT AND DEPOSITED PLANS GENERATED BY REGISTERED SURVEYOR

SECTION 138 APPROVAL
14/11/2022
James Parkitt

INCES

HIGHWAY

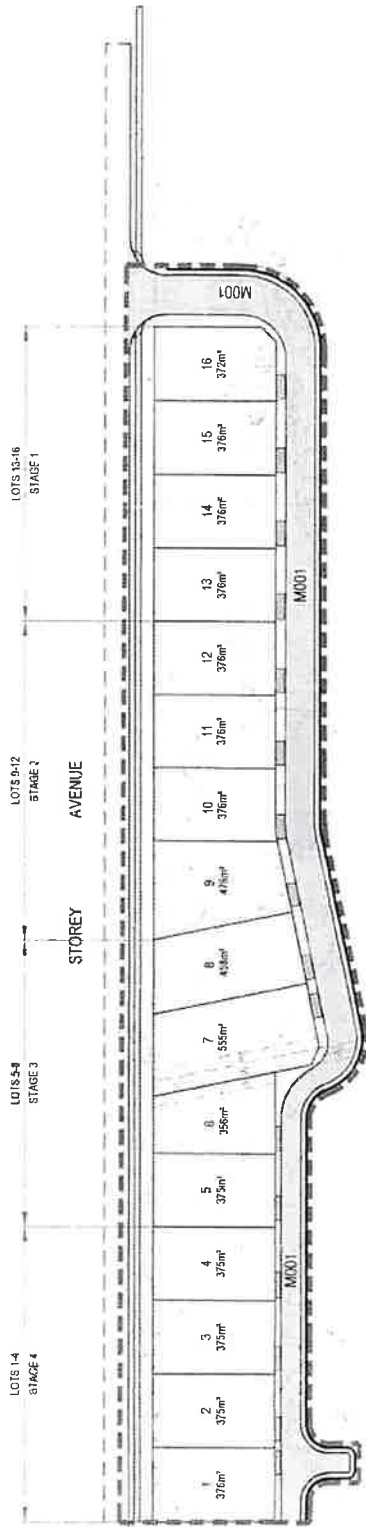
STREET

HOPKINS

BEN

BOYD

DRIVE



PLAN
SCALE 1:500

FOR CONSTRUCTION

Company No. SUBSIDIARY WORKS
14/000174-01

ACOR CONSULTANTS Pty Ltd
Unit 10 Level 1, No. 1 Manning Place
Banksia NSW 1504 0311
T 61 2 9524 0311

SCOTT HARRIS & ASSOCIATES
10 KOSCIUSKO RD
JURONG NSW 2077

SHO CONSULTANTS

LINCOLN PLACE
47-51 WINDSOR STREET
SYDNEY NSW 2000

ACOR CONSULTANTS

Multi Unit HOUSING DEVELOPMENT
PRINCES HIGHWAY
EDEN NSW 2651

NO.	DATE	BY	CHKD	REVISION
1	14/11/2022	J.P.	J.P.	ISSUED FOR APPROVAL
2	14/11/2022	J.P.	J.P.	ISSUED FOR APPROVAL
3	14/11/2022	J.P.	J.P.	ISSUED FOR APPROVAL
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6	14/11/2022	J.P.	J.P.	ISSUED FOR APPROVAL
7	14/11/2022	J.P.	J.P.	ISSUED FOR APPROVAL
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9	14/11/2022	J.P.	J.P.	ISSUED FOR APPROVAL
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15	14/11/2022	J.P.	J.P.	ISSUED FOR APPROVAL
16	14/11/2022	J.P.	J.P.	ISSUED FOR APPROVAL

WSP190315

S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY

STREET

BEN

BOYD

DRIVE

PRINCES

HIGHWAY



MATCH INTO EXISTING AND MAKE SMOOTH CONNECTION
SAWCUT EXISTING PAVEMENT GENERALLY AS SHOWN AND CONSTRUCT KERB AND GUTTER ON STOREY AVENUE. REFER TYPICAL ROAD WIDENING DETAIL ON SL1.02

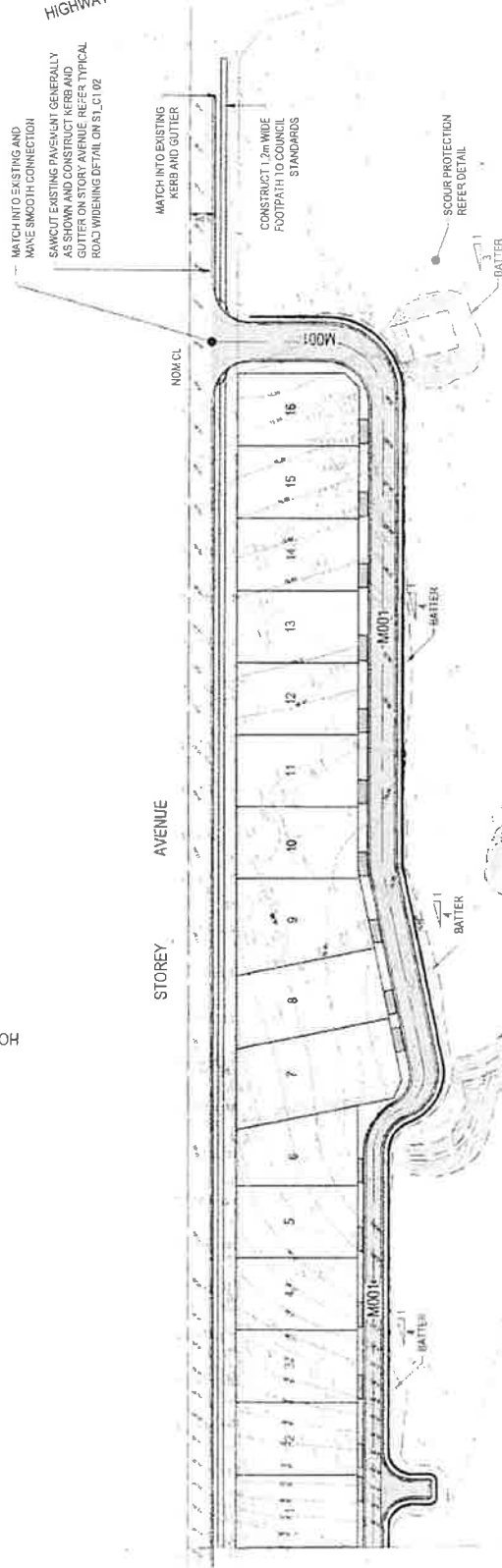
MATCH INTO EXISTING KERB AND GUTTER
CONSTRUCT 1.2m WIDE FOOTPATH TO COUNCIL STANDARDS

SCOUR PROTECTION REFER DETAIL

NOTE: TEMPORARY BASIN LOCATED WITHIN FUTURE STAGE 2.7 LOTS AND ALLOWS PLAY FROM 9TH TEE TO CONTINUE

PROTECT AND RETAIN EXISTING DAM
SCOUR PROTECTION REFER DETAIL

NOTE: 1st GREEN AND GREENSIDE BUNKER TO REMAIN IN PLAY IN SUBJECT TO GOLF COURSE APPROVAL AND MODIFICATIONS

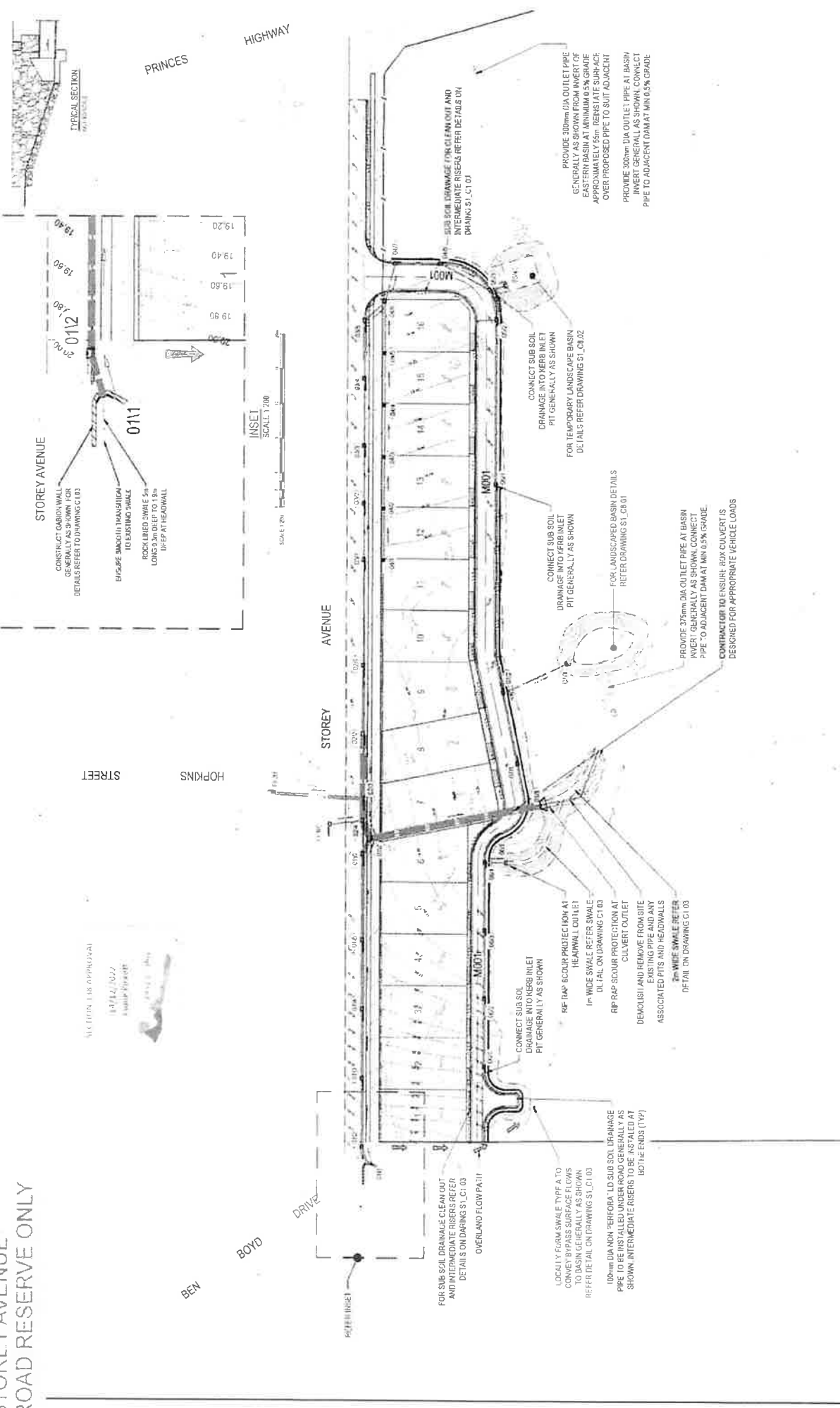


PLAN

FOR CONSTRUCTION

<p>Project No. S138 APPROVAL</p> <p>Client: ACCOR Consultants Pty Ltd</p> <p>Site: MULTI UNIT HOUSING DEVELOPMENT</p> <p>Address: PRINCES HIGHWAY, EIGHT NEW 250'</p>		<p>Scale: 1:500</p> <p>Date: 13/11/2022</p> <p>Author: James Puckell</p>	
<p>Project Name: MULTI UNIT HOUSING DEVELOPMENT</p> <p>Address: PRINCES HIGHWAY, EIGHT NEW 250'</p>		<p>Scale: 1:500</p> <p>Date: 13/11/2022</p> <p>Author: James Puckell</p>	
<p>Project Name: MULTI UNIT HOUSING DEVELOPMENT</p> <p>Address: PRINCES HIGHWAY, EIGHT NEW 250'</p>		<p>Scale: 1:500</p> <p>Date: 13/11/2022</p> <p>Author: James Puckell</p>	
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S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY



FOR CONSTRUCTION

ACOR CONSULTANTS Pty Ltd
 Unit 110, Level 1, No. 1 Market Place
 Macquarie Park NSW 1513
 T 61 2 9554 0311

SCOTT HARRIS & ASSOCIATES
 10 WOODSIDE DRIVE
 BORDENTOWN NSW 2167

SHO

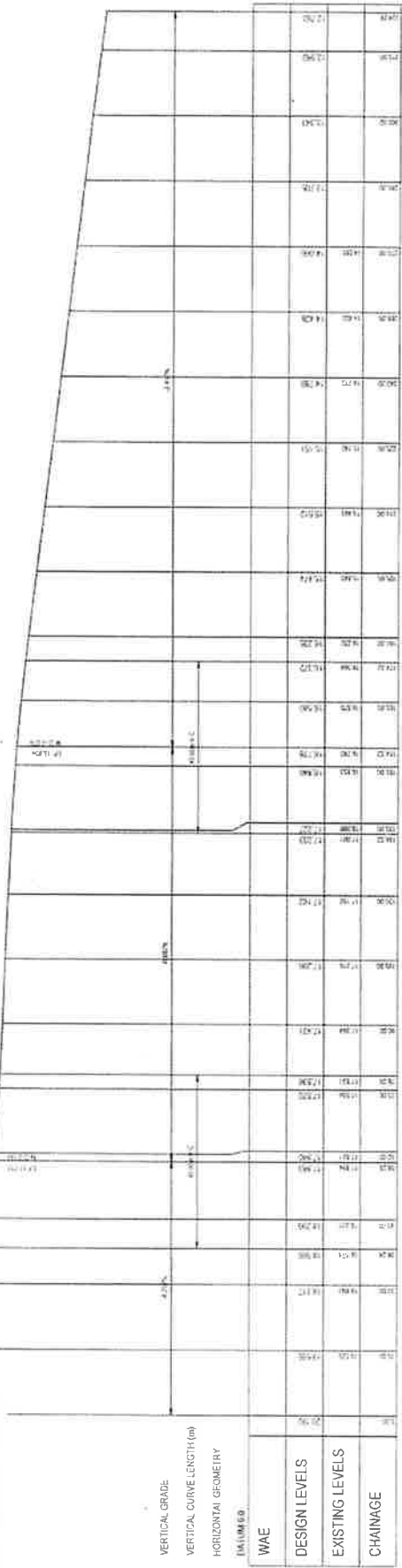
ACOR

MULTI UNIT HOUSING DEVELOPMENT
 PRINCES HIGHWAY
 ESEN NSW 251

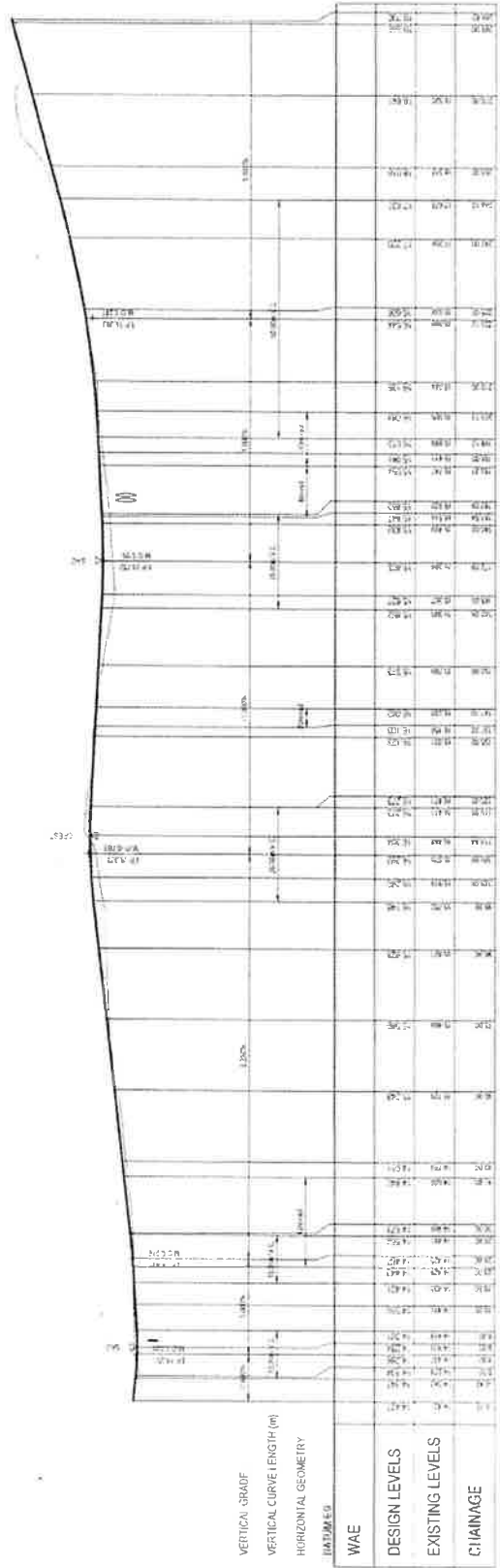
PLAN

NO.	DATE	BY	CHKD	DESCRIPTION
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3	10/12/2022	SHO	SHO	ISSUED FOR APPROVAL
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100	10/12/2022	SHO	SHO	ISSUED FOR APPROVAL

S138 APPROVAL FOR
WORKS IN THE
STOREY AVENUE
ROAD RESERVE ONLY



STOREY AVE CENTRELINE



M001



HORIZONTAL SCALE 1:50
VERTICAL SCALE 1:10

FOR CONSTRUCTION

LINCOLN PLACE
 67-117 MAGUIRE STREET
 STAREY NSW 2000

SCOTT HARRIS & ASSOCIATES
 10 AGGLESOR ROAD
 JINDOUBIE NSW 2027

SHO

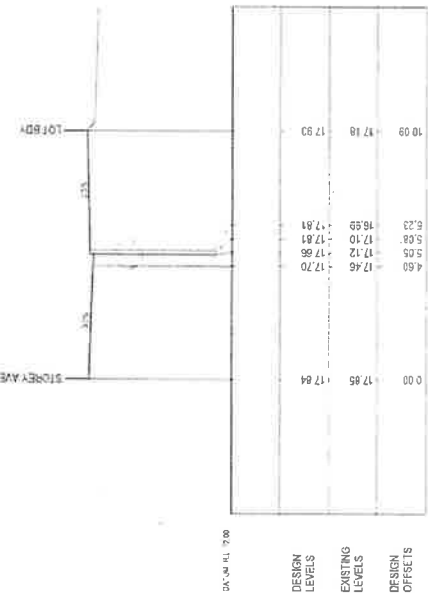
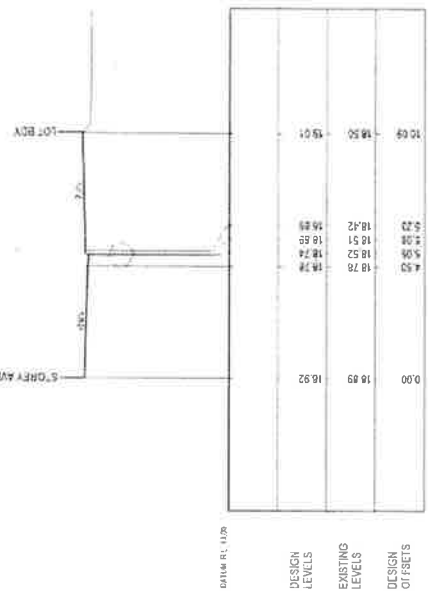
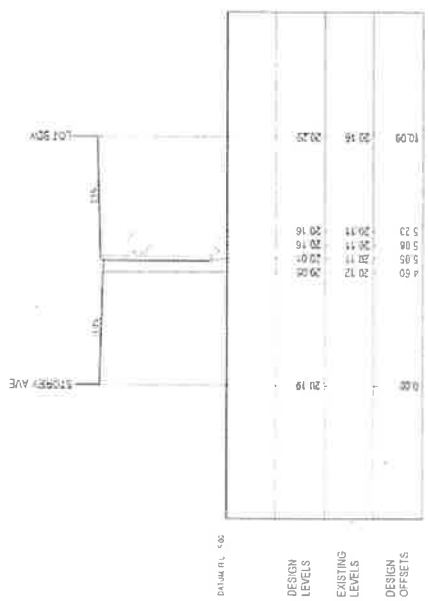
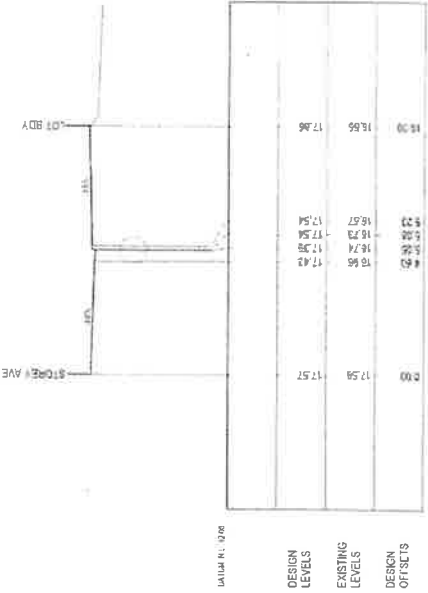
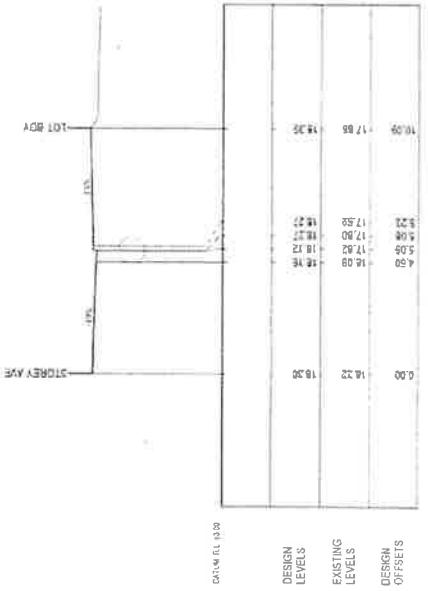
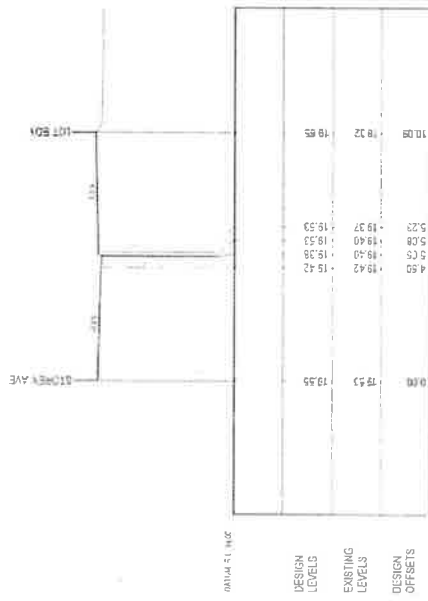
ACOR CONSULTANTS Pty Ltd
 Unit 10 Uxbridge NSW 2155
 02 9638 2333
 T 412 924 6311

MULTI UNIT HOUSING DEVELOPMENT
 PRINCIPAL HIGHWAY
 EPPEN NSW 2051

WS190315

NO.	REV.	DATE	BY	CHKD	APP'D
1	1	10/01/2023	JH	AM	AM

S138 APPROVAL FOR
WORKS IN THE
STOREY AVENUE
ROAD RESERVE ONLY



SECTION L&R APPROVAL
13/7/21/2022
Jamie Purken

SCALE: 1:100
DATE: 11/01/2020

ACOR CONSULTANTS Pty Ltd
CONSULTANTS

SCOTT HARRIS & ASSOCIATES
ENGINEERS

SHO

LINCOLN PLACE
GP 137 MACQUARIE STREET
SYDNEY NSW 2000

ACOR CONSULTANTS

SCOTT HARRIS & ASSOCIATES

SHO

LINCOLN PLACE

GP 137 MACQUARIE STREET

SYDNEY NSW 2000

MULTI UNIT HOUSING DEVELOPMENT

PERMITS (NSW) 2021

PROJECT NO: 2021/00000000000000000000

DATE: 11/01/2020

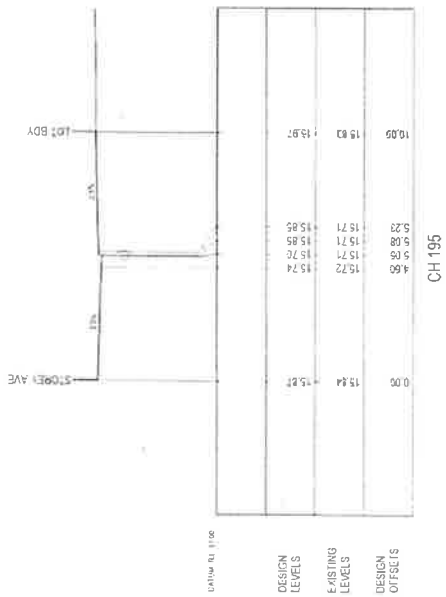
SCALE: 1:100

FOR CONSTRUCTION

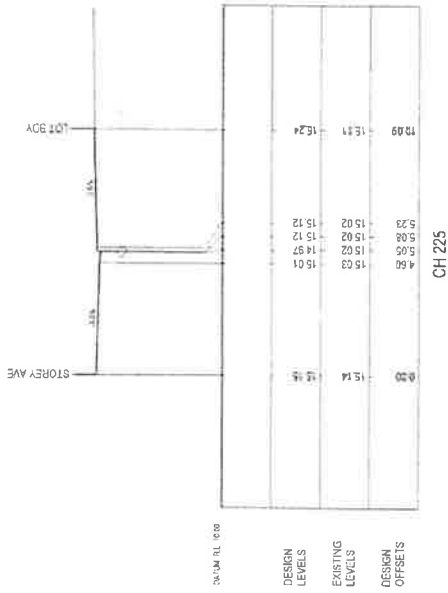
DATE: 11/01/2020

SCALE: 1:100

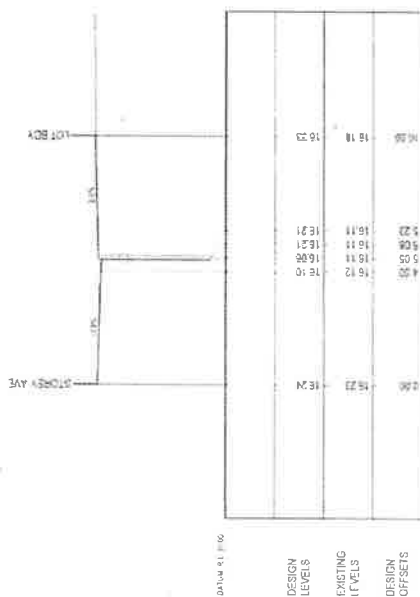
S138 APPROVAL FOR
WORKS IN THE
STOREY AVENUE
ROAD RESERVE ONLY



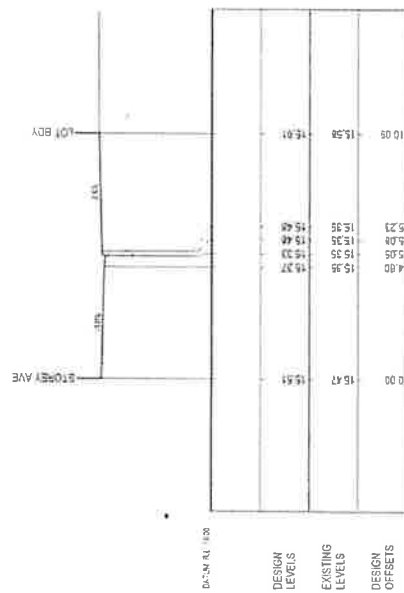
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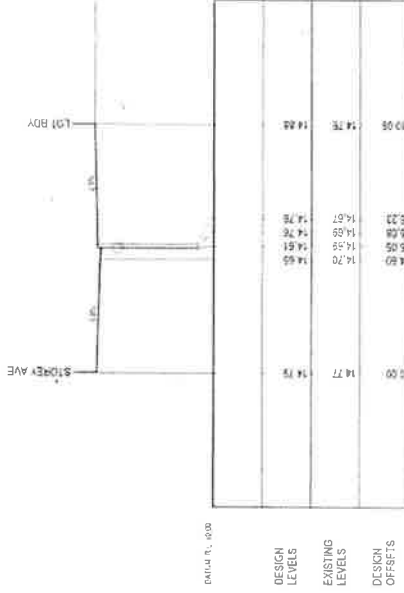
CH 225



CH 180



CH 210



CH 240

SECTION 138 APPROVAL

13/12/2022
Joint Packet

NEW SOUTH WALES
DEPARTMENT OF TRANSPORTS

For approval of this project, the applicant must provide a copy of the relevant documents to the Department of Transport and Main Roads (TMR) for review and approval.

NO.	REV.	DATE	BY	CHKD
1	1	13/12/2022
2	1	18/12/2022
3	1	18/12/2022

PROJECT: LINCOLN PLACE
C1, C2, MACQUARIE STREET
STOREY 15M/200

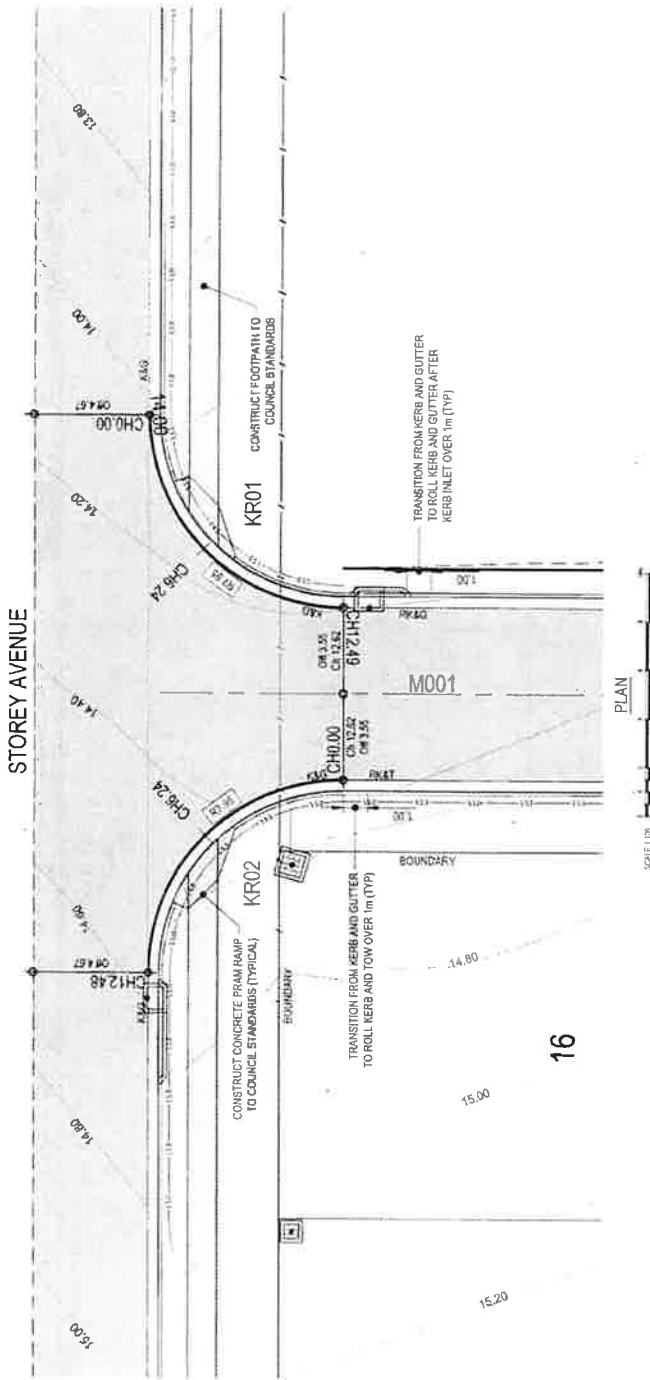
SCOTT HARRIS
& ASSOCIATES
16 KOSCIUSKO ST
JURONG NSW 2027

SHO
CONSULTANTS

ACOR CONSULTANTS Pty Ltd
Unit 10, Level 1, No.1 Macquarie Place
Sydney NSW 1504 6311
T +61 2 9554 6311

FOR CONSTRUCTION
SARAHAN WISBE
20/11/2022
JULY 2020
AL SAVERI
WS190315

S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY



16

SECTION 1:18 APPROVAL
13/12/2022
Ismail Pickett

VERTICAL GRADE	VERTICAL CURVE LENGTH (m)	HORIZONTAL GEOMETRY	DATUM 12.0
WAE	DESIGN LEVELS	EXISTING LEVELS	CHAINAGE

KR02

VERTICAL GRADE	VERTICAL CURVE LENGTH (m)	HORIZONTAL GEOMETRY	DATUM 12.0
WAE	DESIGN LEVELS	EXISTING LEVELS	CHAINAGE

KR01



ACOR CONSULTANTS Pty Ltd
Unit 10 Level 1, No 1 Mahood Place
Darwin NT 0812 553
T 461 2 9634 6511

SCOTT HARRIS & ASSOCIATES
10 PARADISE HILL
DARWIN NT 0812 553

FOR CONSTRUCTION

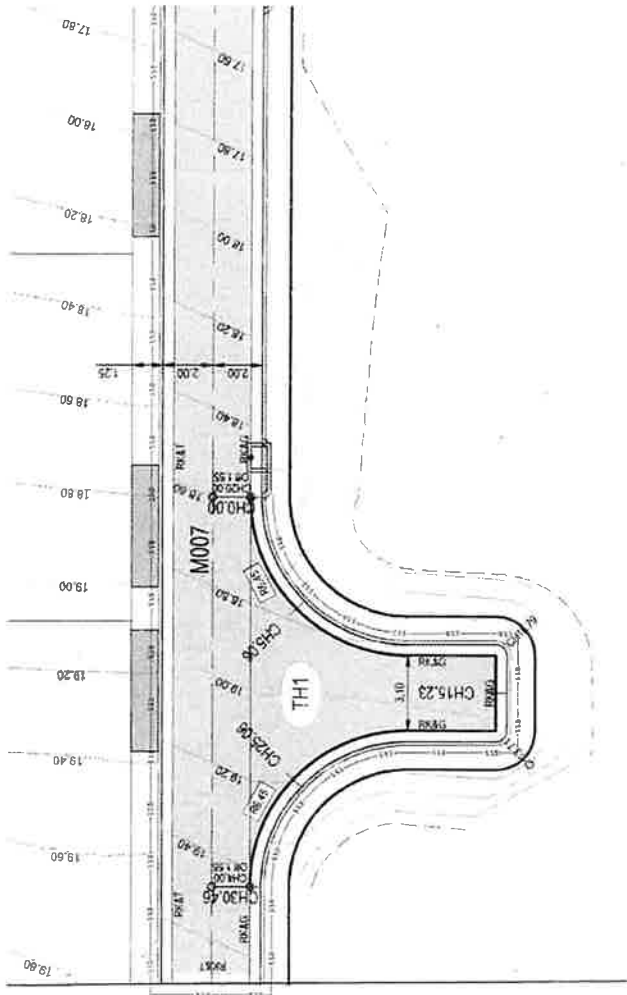
MARKHAM WORKS
24 PARADISE HILL
DARWIN NT 0812 553

WST190315

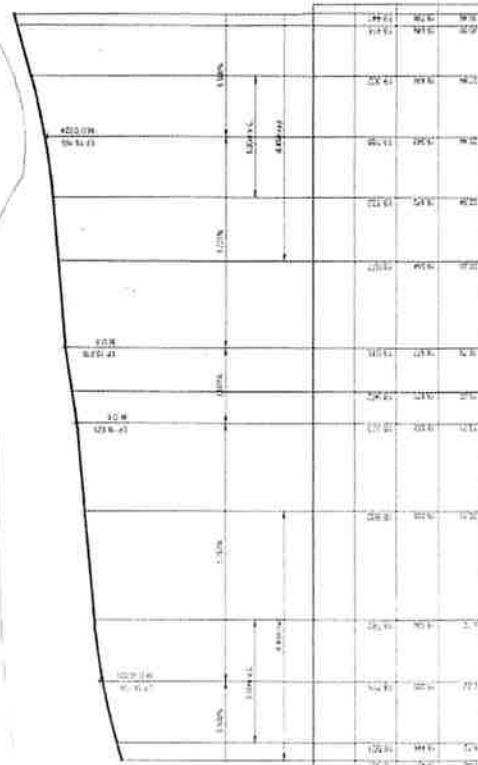
ACOR CONSULTANTS
SHO
LINCOLN PLACE
157 MACQUARIE STREET
STURTZ 1087 2000

ACOR CONSULTANTS
MULTI UNIT HOUSING DEVELOPMENT
PHASE 1B
LOCAL HIGHWAY 255

S138 APPROVAL FOR
WORKS IN THE
STOREY AVENUE
ROAD RESERVE ONLY



PLAN



VERTICAL GRADE	
VERTICAL CURVE LENGTH (m)	
HORIZONTAL GEOMETRY	
DATUM: I.T.D.	
WAE	
DESIGN LEVELS	
EXISTING LEVELS	
CHAINAGE	

TH1



FOR CONSTRUCTION

Project No: WS190315

Client: PRINCES HIGHWAY EBIT NEW 261

Project Name: MULTI UNIT HOUSING DEVELOPMENT

Project Location: PRINCES HIGHWAY EBIT NEW 261

Project Status: FOR CONSTRUCTION

Scale: 1:100

Author: J.PICKETT

Check: S.HARRIS

Drawn: S.HARRIS

Project Manager: S.HARRIS

Project Engineer: S.HARRIS

Project Surveyor: S.HARRIS

Project Designer: S.HARRIS

Project Drafter: S.HARRIS

Project Checker: S.HARRIS

Project Approver: S.HARRIS

NOTES:

1. THE QUANTITIES PROVIDED ARE FOR INFORMATION ONLY AND HAVE BEEN CALCULATED BETWEEN ASSUMED STRIPPED NATURAL SURFACE (ALLOWING FOR 100mm TOPSOIL) AND PROPOSED BULK EARTHWORKS SURFACE ALLOWING FOR ROAD SUBSTRUCTURE AND TOPSOIL REPLACEMENT
2. QUANTITIES ARE RAW FIGURES AND DO NOT INCLUDE COMPACTION AND SWELLING FACTORS
3. QUANTITIES DO NOT INCLUDE MATERIAL FROM SERVICE TRENCHES

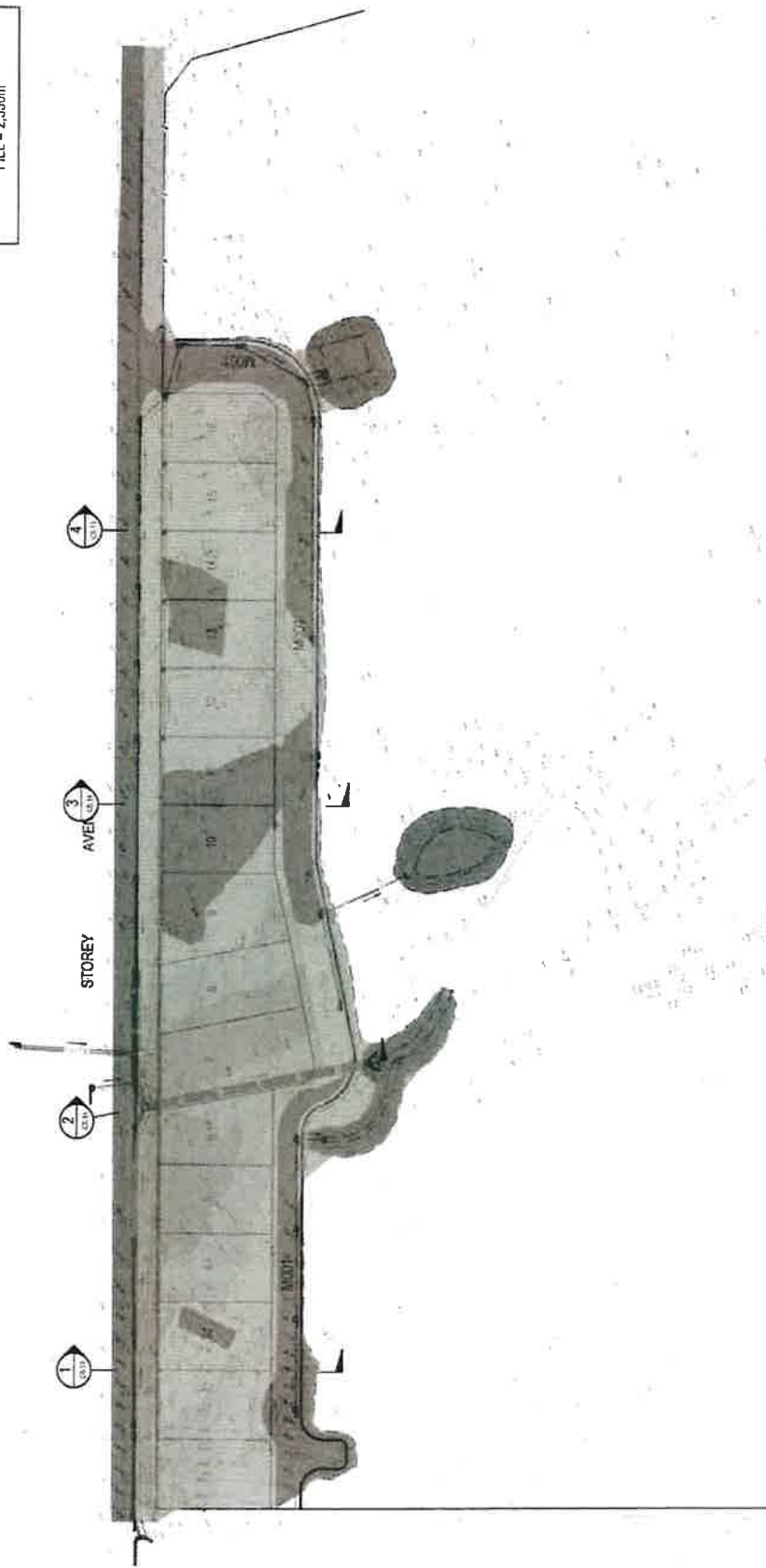
S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY

STREET HOPKINS

BOYD DRIVE

CUT FILL LEGEND		
LOWER VALUE	UPPER VALUE	COLOR
-5.0m	to -2.0m	[Color swatch]
-2.0m	to -1.00m	[Color swatch]
-1.00m	to -0.50m	[Color swatch]
-0.50m	to -0.25m	[Color swatch]
-0.25m	to 0.00 m	[Color swatch]
0.000m	to 0.250m	[Color swatch]
0.250m	to 0.500m	[Color swatch]
0.500m	to 1.000m	[Color swatch]
1.000m	to 2.000m	[Color swatch]
2.000m	to 5.000m	[Color swatch]

CUT = 2,260m³
FILL = 2,360m³

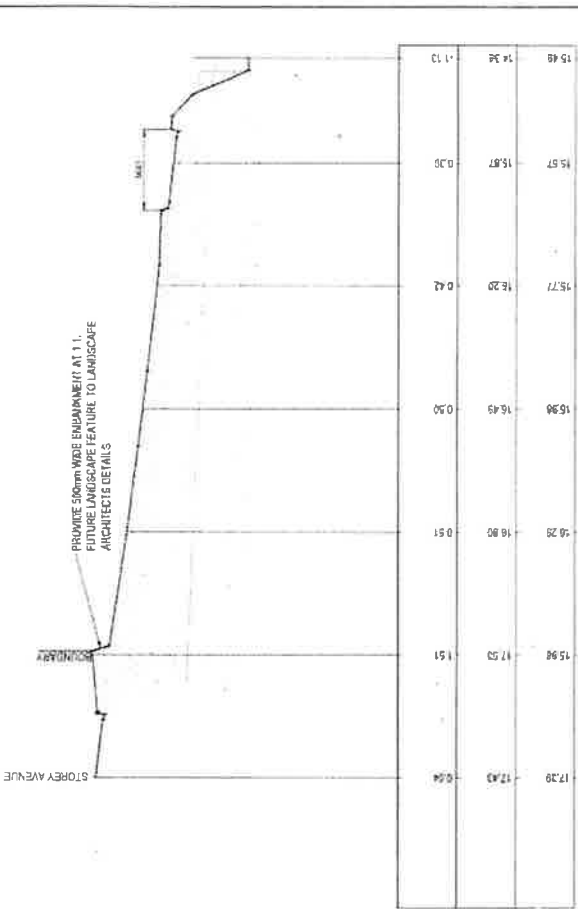


SCALE 1:500

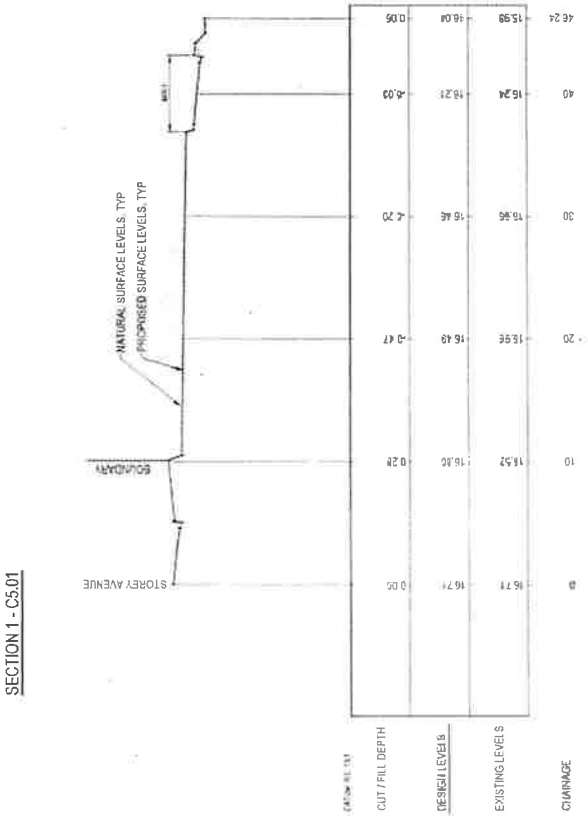
PLAN

<p>ACOR CONSULTANTS</p> <p>SCOTT HARRIS & ASSOCIATES</p> <p>PO BOX 500 RD 10 JURONG NSW 2571</p>		<p>ACOR CONSULTANTS Pty Ltd</p> <p>Unit 10 Level 1, No 1 Macquarie Place Sydney NSW 2000 T 61 2 9634 6511</p>		<p>FOR CONSTRUCTION</p> <p>PROPERTY NO: W5190315</p>	
<p>LINCOLN PLACE</p> <p>57-137 MACQUARIE STREET STOREY NSW 2660</p>		<p>MULTI UNIT HOUSING DEVELOPMENT</p> <p>PRINCES HIGHWAY BOYD NSW 2561</p>		<p>DATE: 14/12/2022</p> <p>PROJECT NO: W5190315</p> <p>SCALE: AS SHOWN</p>	

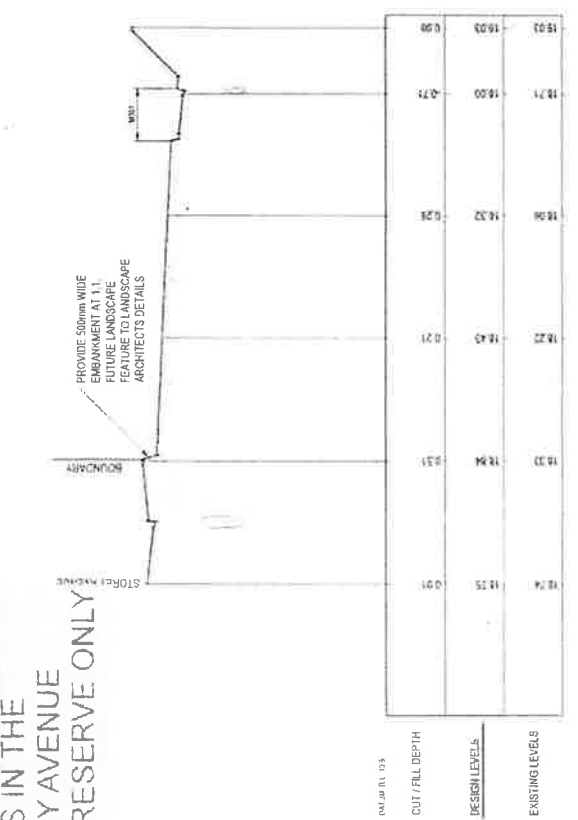
S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY



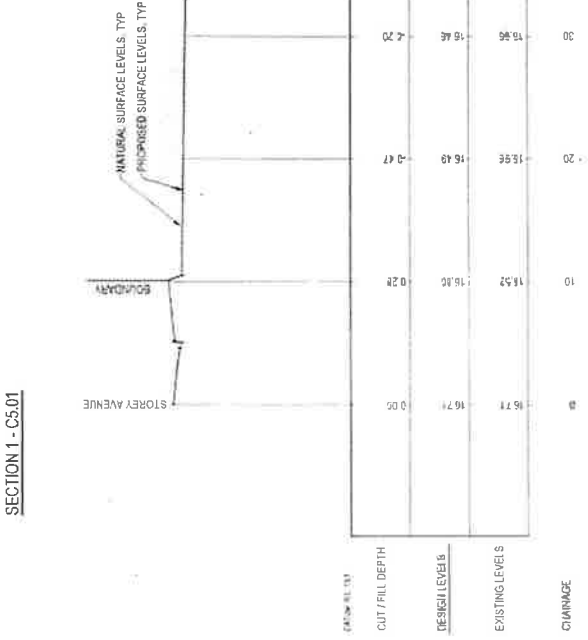
SECTION 1 - C5.01
 CHANGE
 SECTION 1.18 APPROVAL
 14/12/2022
 Jamie Pickett



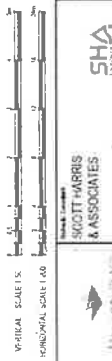
SECTION 2 - C5.01
 CHANGE



SECTION 3 - C5.01
 CHANGE



SECTION 4 - C5.01
 CHANGE



FOR CONSTRUCTION

ACOR CONSULTANTS Pty Ltd
 Unit 10 Level 1, 101 Macquarie Street
 Sydney NSW 2000
 T +61 2 9634 6311

SHO
 STATE HERITAGE OFFICER

SCOTT HARRIS & ASSOCIATES
 101 MACQUARIE STREET
 SYDNEY NSW 2000

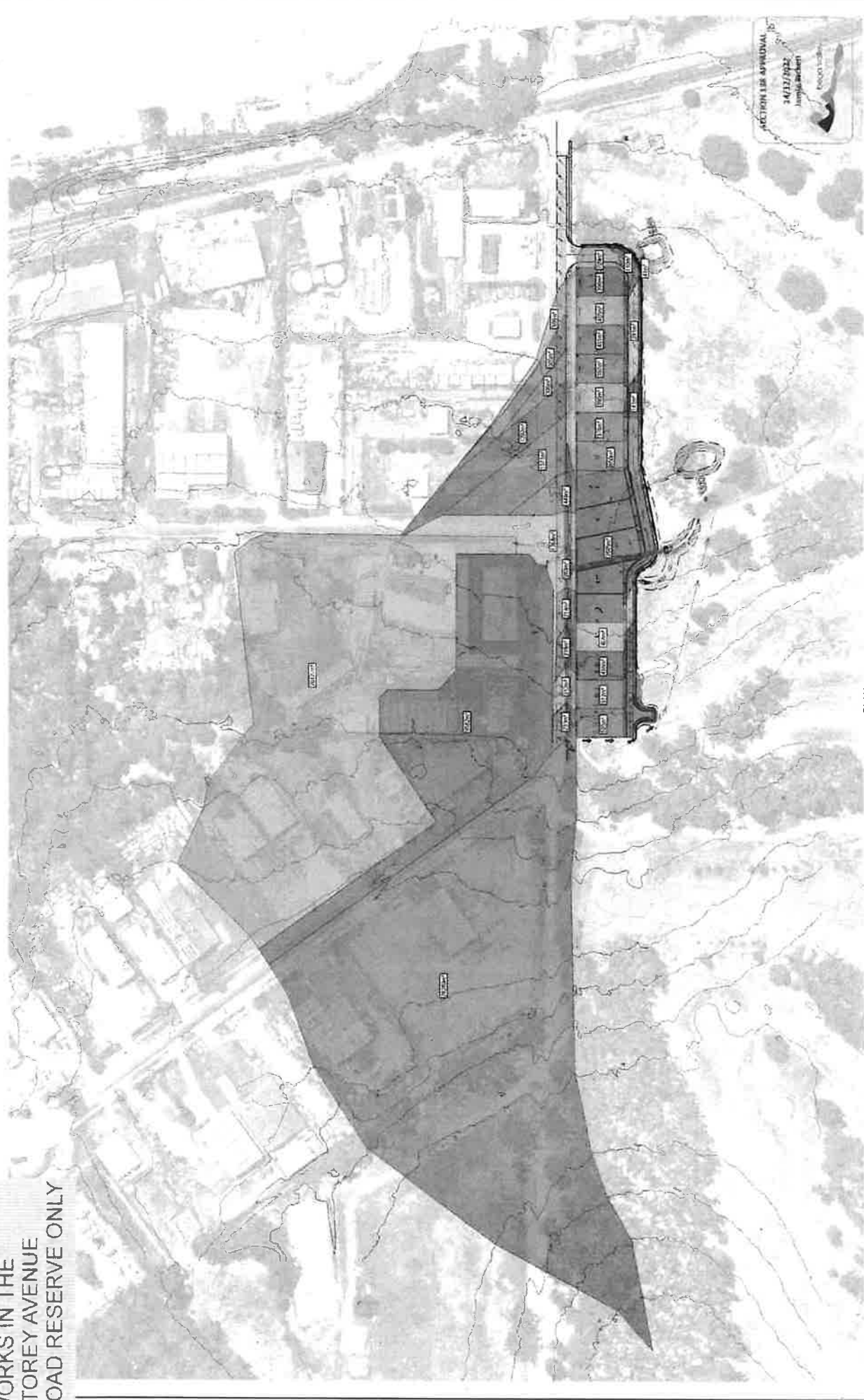
IMCOW PLACE
 101 MACQUARIE STREET
 SYDNEY NSW 2000

MULTI UNIT HOUSING DEVELOPMENT
 PRINCIPAL ROAD
 SYDNEY NSW 2000

WS190315

NO.	REV.	DATE	BY	CHKD.	APP.
1	1	14/12/2022	J.P.		

S'138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY



FOR CONSTRUCTION

Project No: **SUBURGARAH 104**
SITE CHARTER 104

ACOR CONSULTANTS Pty Ltd
 Unit 10 Level 1, No. 1, Vantage Place
 Macquarie Park NSW 2155
 T 161 2 2624 4311

SHO CONSULTANTS

SCOTT IARRIS & ASSOCIATES
 110 KOSCIUSKO RD
 AILSHIRE NSW 2287

LINCOLN PLACE
 67-137 MACQUARIE STREET
 SYDNEY NSW 2000

REVISION LIB APPROVAL
 3/4/17/2022
 Jurgis Berckert

Rev	Description	Date
1	REVISED FOR EDC	20/02/22
2	REVISED FOR EDC	18/02/22
3	REVISED FOR EDC	18/02/22
4	REVISED FOR EDC	18/02/22
5	REVISED FOR EDC	18/02/22

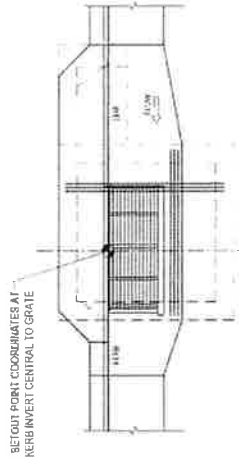
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2	EDC	EDC	18/02/22
3	EDC	EDC	18/02/22
4	EDC	EDC	18/02/22
5	EDC	EDC	18/02/22

Project No: **WS190315**
 Job No: **150**
 Rev No: **1**
 Date: **15/02/22**
 Drawn By: **COLL**

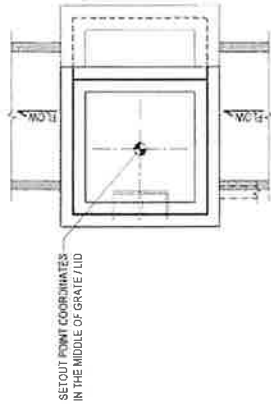
S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY

PIT SCHEDULE

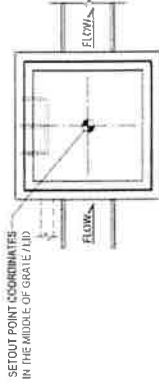
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DR 0132	1000 x 600	757896.46	589568.87	19.81	1.79
DR 0133	1000 x 600	757918.77	589569.39	19.07	1.80
DR 0134	1000 x 600	757920.45	589569.58	18.23	1.98
DR 0135	1000 x 600	757950.07	589569.66	17.63	2.03
DR 0136	1000 x 600	757953.69	589569.104	17.28	2.34
DR 0137	1000 x 600	757954.33	589569.42	17.43	2.59
DR 0138	1000 x 600	757967.11	589569.41	15.04	0.75
DR 0139	1000 x 600	757967.41	589569.75	16.77	1.82
DR 0140	1000 x 600	757967.88	589569.85	16.96	1.87
DR 0141	1000 x 600	757968.77	589569.72	17.13	2.18
DR 0142	1000 x 600	757993.07	589569.01	17.19	2.30
DR 0143	1000 x 600	757993.65	589569.47	16.37	1.75
DR 0144	1000 x 600	757993.41	589569.07	15.98	1.38
DR 0145	1000 x 600	757998.66	589576.07	15.58	1.33
DR 0146	1000 x 600	757998.83	589572.64	15.03	1.72
DR 0147	1000 x 600	757998.30	589570.18	16.56	0.97
DR 0148	1000 x 600	757998.48	589574.42	16.15	0.80
DR 0149	1000 x 600	757999.36	589572.53	15.79	0.83
DR 0150	1000 x 600	757999.81	589573.15	15.43	0.87
DR 0151	1000 x 600	757999.59	589573.07	15.07	0.84
DR 0152	1000 x 600	757999.20	589573.07	14.42	1.11
DR 0153	1000 x 600	757999.83	589573.04	14.16	0.82
DR 0154	1000 x 600	757999.95	589573.09	14.79	1.13
DR 0155	1000 x 600	757999.81	589573.11	14.81	1.22
DR 0156	1000 x 600	757999.55	589573.12	14.74	1.25
DR 0157	1000 x 600	757999.59	589573.12	14.87	1.24
DR 0158	1000 x 600	757999.68	589573.18	14.95	0.82
DR 0159	1000 x 600	757999.83	589573.19	14.83	1.24
DR 0160	1000 x 600	757999.24	589573.19	14.95	1.28
DR 0161	1000 x 600	757999.68	589573.17	16.51	1.11
DR 0162	1000 x 600	757999.88	589573.14	16.05	0.87
DR 0163	1000 x 600	757999.76	589573.16	15.47	0.38
DR 0164	1000 x 600	757999.42	589573.08	15.10	1.21
DR 0165	1000 x 600	757999.54	589573.08	15.81	1.67
DR 0166	1000 x 600	757999.54	589573.08	14.11	0.34
DR 0167	1000 x 600	757999.81	589573.14	13.42	1.23
DR 0168	1000 x 600	757999.81	589573.17	17.75	1.11
DR 0169	1000 x 600	757999.81	589573.17	14.11	0.18
DR 0170	1000 x 600	757999.81	589573.17	17.42	1.27
DR 0171	1000 x 600	757999.81	589573.17	14.11	0.30
DR 0172	1000 x 600	757999.81	589573.17	17.25	1.18
DR 0173	1000 x 600	757999.81	589573.17	14.11	0.18



KERB INLET PIT



HAUNCHED SURFACE INLET / JUNCTION PIT



SURFACE INLET / JUNCTION PIT



FOR CONSTRUCTION

ACOR CONSULTANTS Pty Ltd
 Unit 10, The Arcade, 100 Sturt Street, Adelaide SA 5000
 T +61 8 9634 6311

SCOTT HARRIS & ASSOCIATES
 100 Sturt Street, Adelaide SA 5000
 T +61 8 9634 6311

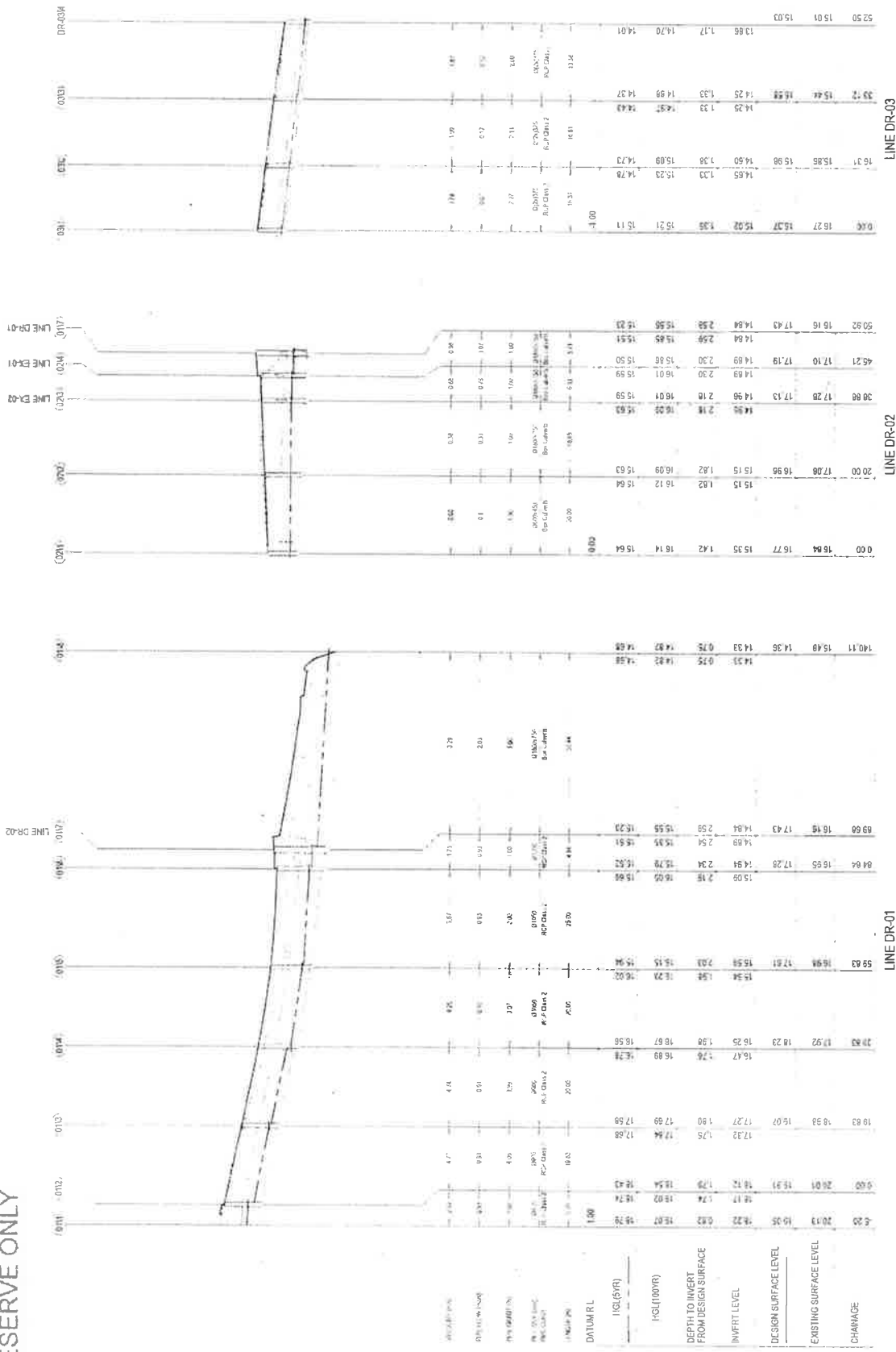
LINCORN PLACE
 100 Sturt Street, Adelaide SA 5000

MULTI UNIT HOUSING DEVELOPMENT
 PRINCIPAL HIGHWAY EBEY NSW 2251

WIS100315

DATE: 10/01/2022
 DRAWN: J. HARRIS
 CHECKED: J. HARRIS
 APPROVED: J. HARRIS

S138 APPROVAL FOR
WORKS IN THE
STOREY AVENUE
ROAD RESERVE ONLY



PLAN

FOR CONSTRUCTION

ACOR CONSULTANTS
ACOR CONSULTANTS PTY LTD
Unit 10 Level 1, No 1 Midland Place
Barrham Hills NSW 2153
T +61 2 9524 6311

SCOTT HARRIS & ASSOCIATES
ENGINEERING
18 KINGSBOROUGH
JOURNALS HWY 507

SHO

ACOR

CONSTRUCTION

PROJECT INFORMATION

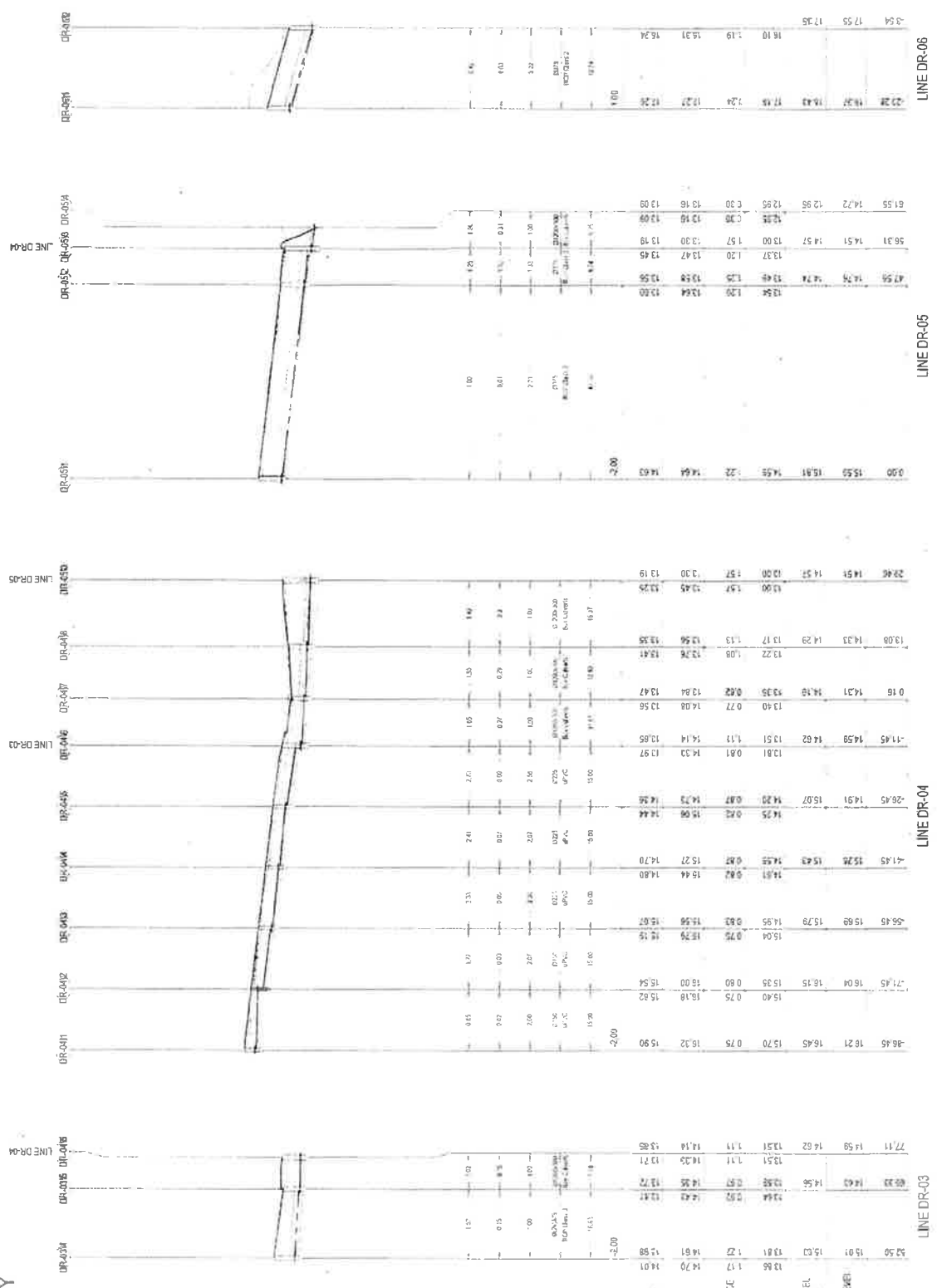
Project Name	Multi Unit Housing Development
Client	ACOR CONSULTANTS PTY LTD
Location	Storey Avenue Road Reserve
Scale	1:100
Drawn By	J.P.
Checked By	M.P.
Approved By	J.P.
Date	14/12/2024

REVISIONS

No.	Description	Date
1	Issue for Construction	14/12/2024

S138 APPROVAL FOR
WORKS IN THE
STOREY AVENUE
ROAD RESERVE ONLY

SECTION L&R APPROVAL
19/12/2022
Laurie Parkhill
L&R CONSULTANTS



PLAN
SCALE 1:500

FOR CONSTRUCTION

ACOR CONSULTANTS Pty Ltd
Unit 10, Level 1
100/100-102, WINDYBUSH DRIVE
T 611 2 964 6311
www.acor.com.au

SCOTT HARRIS & ASSOCIATES
100/100-102, WINDYBUSH DRIVE
T 611 2 964 6311
www.scottharris.com.au

SHO CONSULTANTS

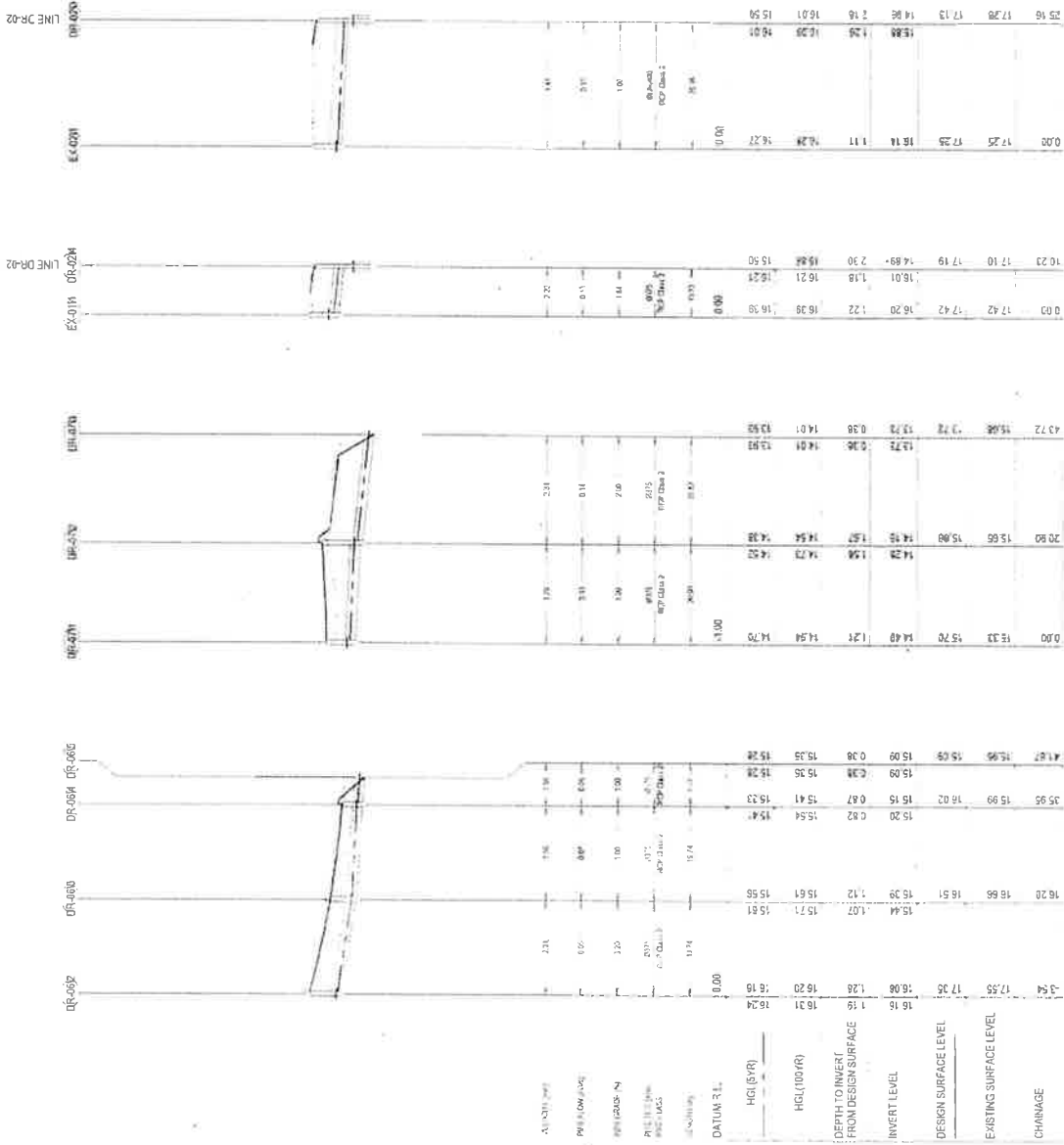
WINDYBUSH PLACE
ST 137 WINDYBUSH STREET
STONEY NSW 2040

ACOR CONSULTANTS
SCOTT HARRIS & ASSOCIATES
SHO CONSULTANTS

PROJECT: MULTI UNIT HOUSING DEVELOPMENT
PROPOSED HIGHWAY
E-100 ROAD 2047

DATE: 19/12/2022
SCALE: 1:500
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY



PLAN

FOR CONSTRUCTION

PROJECT WORKS
 LINCOLN PLACE UPGRADE INCLUDING SLOTTED
 24.4.21

DATE: 15/12/2022
 DRAWN BY: JH
 CHECKED BY: JH
 PROJECT NO: WS190315

ACOR CONSULTANTS
 CONSULTANTS

SCOTT HARRIS & ASSOCIATES
 ENGINEERING

SHO

ACOR CONSULTANTS Pty Ltd
 Unit 10 Level 1, No 1 Madral Place
 Bankstown NSW 2220
 T: 02 9564 0311

PRINCE GEORGE DEVELOPMENT
 PRINCE GEORGE
 130A WIP 251

Lincoln Place
 67-131 Macquarie Street
 Sydney NSW 2000

Scale: 1:500

LOCATION AND LAND-USE INLET DESIGN PIPE SYSTEM DESIGN PIT RESULTS

1	2	3	4	5	6	7	8	9	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
Design Age	Pit Name	Sub- Catchment Area	Land Use	Percent age	Total Time tc	Peak Sub- Catchment Flowrate	Origin of Approach	Overflows Approach	Flow Width	Depth x Velocity	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity	Flow Width	Flow Velocity
5 Year	EX-011	0.952	Paved	80	11.7	0.325			3.21	0.21	0.325	0.209	0.325	0.325	0.325	0.325	0.325	0.325	3.21	0.21	0.129	10.232	1.84	375	16.159	16.011	16.355	16.208	2.22	5	15.62	17.419	0.8
5 Year	EX-021	2.0127	Paved	80	9.8	0.685			8.48	0.31	0.685	0.571	0.685	0.685	0.685	0.685	0.685	0.571	8.48	0.31	0.108	26.150	1	450	16.138	15.977	16.269	18.01	1.41	5.9	15.32	17.249	0.92
5 Year	HW1	2.8254	Paved	80	12.7	0.907			0	0	0.907	0	0.907	0.907	0.907	0.907	0.907	0	0	0	0.934	5.264	1	825	16.224	18.172	16.79	18.738	2.39	0.5	19.17	20.956	1.75
5 Year	DR-012		Gassed	20	11.7		HW1	0	0	0		0	0	0	0	0	0	0	0	0	0.905	18.832	4.05	900	18.122	17.318	18.427	17.681	4.77	1.6	18.74	19.913	1.18
5 Year	DR-013	0.0199	Paved	90	5	0.009	DR-012	0	0	0	0.009	0	0.009	0	0	0	0	0	0	0	0.912	20	4	900	17.266	16.468	17.576	16.776	4.74	0.2	17.68	19.07	1.39
5 Year	DR-014	0.019	Paved	90	5	0.008	DR-013	0	0	0	0.008	0	0.008	0	0	0	0	0	0	0	0.92	20	3.07	1050	16.249	15.636	16.561	16.015	4.26	0	16.96	18.227	1.67
5 Year	DR-015	0.0207	Paved	90	5	0.009	DR-014	0	0	0	0.009	0	0.009	0	0	0	0	0	0	0	0.927	25.005	2	1050	15.586	15.066	15.936	15.658	3.67	0.2	16.02	17.61	1.59
5 Year	DR-016	0.0214	Paved	90	5	0.009	DR-015	0	0	0	0.009	0	0.009	0	0	0	0	0	0	0	0.932	4.638	0.69	1200	14.966	14.868	15.518	15.512	1.71	1.6	15.66	17.278	1.62
			Gassed	10	10			0	0	0		0	0	0	0	0	0	0	0	0													



S138 APPROVAL FOR WORKS IN THE STOREY AVENUE ROAD RESERVE ONLY

FOR CONSTRUCTION

ACOR CONSULTANTS
100/100 Level 1, New Malacca Place
Burlington NSW 2153
T 467 2 8634 6311

SCOTT HARRIS & ASSOCIATES
10 BRUCE STREET
BIRMGHAM NSW 2051

LINCOLN PLACE
C/O JAMACOURTS STREET
STONEY RIDGE NSW 2050

FOR CONSTRUCTION

ACOR CONSULTANTS

SCOTT HARRIS & ASSOCIATES

LINCOLN PLACE

ACOR CONSULTANTS

SCOTT HARRIS & ASSOCIATES

LINCOLN PLACE

LOCATION AND LAND-USE

INLET DESIGN

PIPE SYSTEM DESIGN

PIT RESULTS

1	2	3	4	5	6	7	8	9	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			
Design Year	Pit Name	Sub- Catchment Area	Land- Use	Percent Impervious	Total Time to Pit	Peak Sub- catchment Flowrate	Origin of Flowrate	Overflows Approaching Pit	Flow Width	Depth x Velocity	Total Approach Flow	Flowrate Approach	Flowrate Approach	Flow Width	Depth x Velocity	Peak Flow in Pipe	Reach Length	Pipe Slope	Pipe Diameter	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level	US Pipe Invert Level		
100 Year	EX-011	0.3562	Grassed	20	11.7	0.292																														
100 Year	EX-021	2.0127	Paved	80	9.8	1.172					1.177	1.063	11.09	0.36	0.122																					
100 Year	HW-1	2.8254	Paved	20	15.9	1.566					1.586	0	0	0	1.594																					
100 Year	DR-012		Grassed	20	11.7		HW1	0	0	0	0	0	0	0	0	1.615																				
100 Year	DR-013	0.0199	Paved	80	5	0.014	DR-012	0	0	0	0.014	0	0	0	0.014																					
100 Year	DR-014	0.019	Paved	80	5	0.014	DR-013	0	0	0	0.014	0	0	0	0	1.613																				
100 Year	DR-015	0.0207	Grass	10	10	0.015	DR-014	0	0	0	0.015	0	0	0	0	1.626																				
100 Year	DR-016	0.0214	Grassed	10	10	0.015	DR-015	0	0	0	0.015	0	0	0	0	1.626																				
100 Year	DR-017		Grassed	10	10	0.015	DR-016	0	0	0	0.015	0	0	0	0	1.626																				



S138 APPROVAL FOR
WORKS IN THE
STOREY AVENUE
ROAD RESERVE ONLY

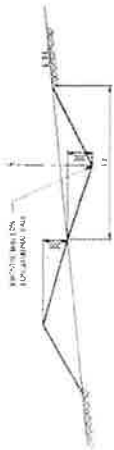


FOR CONSTRUCTION

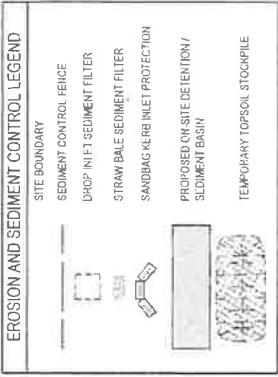
SUBMITTED BY SUBMITTED DATE PROJECT NO.	SUBMITTED BY SUBMITTED DATE PROJECT NO.	SUBMITTED BY SUBMITTED DATE PROJECT NO.	SUBMITTED BY SUBMITTED DATE PROJECT NO.	SUBMITTED BY SUBMITTED DATE PROJECT NO.
ACOR CONSULTANTS Pty Ltd Use of Level 1, 401 Market Place Macquarie NSW 2109 T 61 2 9554 0311 F 61 2 9554 0311 www.acor.com.au				
SCOTT HARRIS & ASSOCIATES 1/100 WINDHAM STREET SYDNEY NSW 2007				
LINCOLN PLACE C/- 12 MACQUARIE STREET SYDNEY NSW 2000				
MULTI UNIT HOUSING DEVELOPMENT PRINCE OF WALES RD, NSW 2007				
WS190315				

SEDIMENT BASIN NOTES

1. THE SEDIMENT BASIN SHALL BE CONSTRUCTED TO THE FOLLOWING STANDARDS:
 - a. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARDS SET OUT IN THE SPECIFICATIONS AND DRAWINGS.
 - b. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.
 - c. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.
 - d. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.
 - e. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.
2. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.
3. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.
4. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.
5. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.
6. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.
7. THE SEDIMENT BASIN SHALL BE DESIGNED TO CAPTURE AND HOLD ALL SEDIMENT AND DEBRIS THAT IS TRANSPORTED BY THE RUNOFF WATER FROM THE DEVELOPMENT SITE.



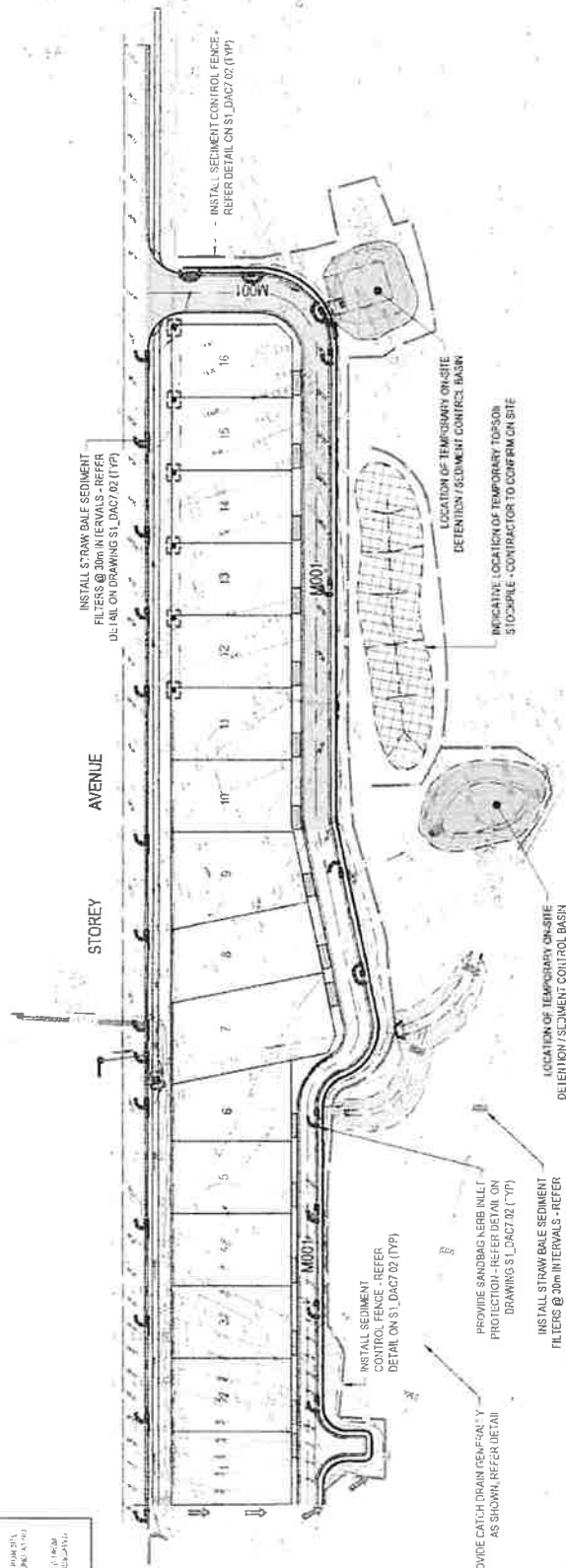
CATCH DRAIN DETAIL
SCALE 1:10



STREET
HOPKINS

PRINCES

HIGHWAY



**S138 APPROVAL FOR
WORKS IN THE
STOREY AVENUE
ROAD RESERVE ONLY**

PLAN

SCALE 1:500

FOR CONSTRUCTION

<p>ACORE CONSULTANTS Pty Ltd Unit 10, 120-122 Sturt Street, Adelaide SA 5000 T +61 8 8334 6311</p>		<p>SCOTT HARRIS & ASSOCIATES Landscape Architects 115/117 Sturt Street, Adelaide SA 5000</p>		<p>SHO SURVEILLANCE & HOUSING OPTIMISATION</p>		<p>LINCOLN PLACE 10/10 Lincoln Place, Sturt SA 5000</p>		<p>ACORE CONSULTANTS CONSULTANTS</p>	
<p>APPROVAL FOR CONSTRUCTION OF SEDIMENT CONTROL FENCE AND STRAW BALE SEDIMENT FILTERS AND SANDBAG/HEIRI INLET PROTECTION AND PROPOSED ON SITE DETENTION/ SLOTTED BASIN AND TEMPORARY TOPSOIL STOCKPILE</p>		<p>PROJECT NO W190015</p>		<p>DATE 11/11/2019</p>		<p>SCALE 1:500</p>		<p>PROJECT NO W190015</p>	
<p>APPROVAL FOR CONSTRUCTION OF SEDIMENT CONTROL FENCE AND STRAW BALE SEDIMENT FILTERS AND SANDBAG/HEIRI INLET PROTECTION AND PROPOSED ON SITE DETENTION/ SLOTTED BASIN AND TEMPORARY TOPSOIL STOCKPILE</p>		<p>PROJECT NO W190015</p>		<p>DATE 11/11/2019</p>		<p>SCALE 1:500</p>		<p>PROJECT NO W190015</p>	

GENERAL INSTRUCTIONS

1. THIS SOIL AND WATER MANAGEMENT PLAN IS TO BE USED IN CONJUNCTION WITH THE CONSTRUCTION OF THE DEVELOPMENT AND TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SERVICES AND FOR THE PROTECTION OF ALL EXISTING VEGETATION AND LANDSCAPE.
3. ALL SOIL AND WATER MANAGEMENT MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS PLAN.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SERVICES AND FOR THE PROTECTION OF ALL EXISTING VEGETATION AND LANDSCAPE.

LAND DISTURBANCE INSTRUCTIONS

1. DISTURBANCE TO EXISTING VEGETATION SHALL BE MINIMIZED AND ALL EXISTING VEGETATION SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. ALL EXISTING VEGETATION SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. ALL EXISTING VEGETATION SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. ALL EXISTING VEGETATION SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

EROSION AND SEDIMENT CONTROL NOTES

1. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

SEDIMENT CONTROL INSTRUCTIONS

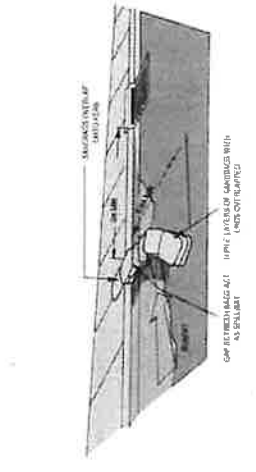
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2. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

SOIL EROSION CONTROL INSTRUCTIONS

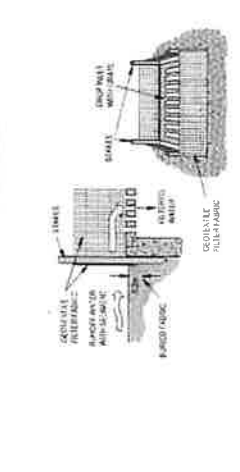
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3. SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

WASTE CONTROL INSTRUCTIONS

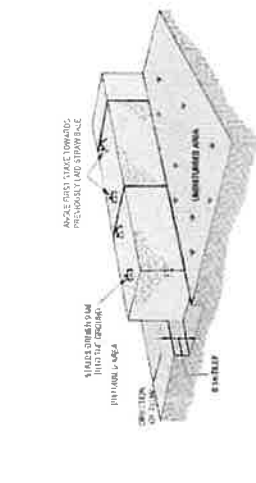
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3. WASTE CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. WASTE CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.



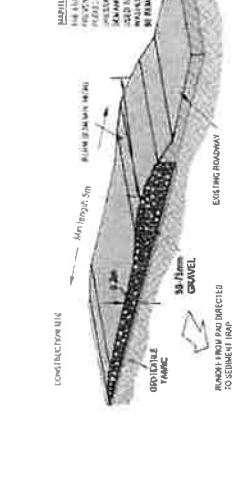
SANDBAG KERB INLET SEDIMENT TRAP



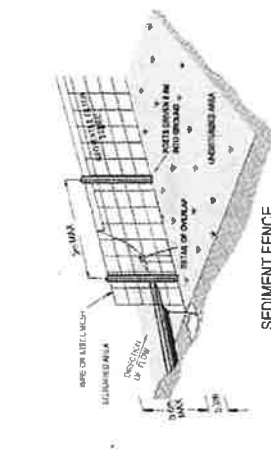
GEOTEXTILE FILTER FABRIC DROP INLET SEDIMENT TRAP



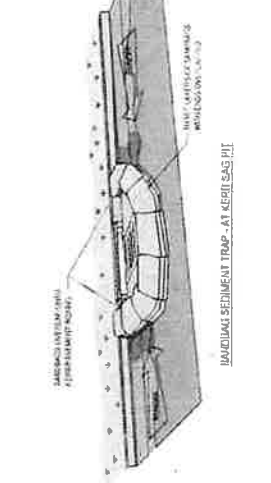
STRAW BALE SEDIMENT FILTER (ALTERNATE)



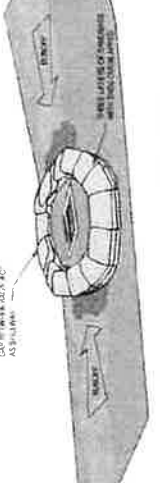
TEMPORARY CONSTRUCTION EXIT



SEDIMENT FENCE



SANDBAG SEDIMENT TRAP - AT KERB



SANDBAG SEDIMENT TRAP - AT KERB

S138 APPROVAL FOR WORKS IN THE ROAD RESERVE ONLY

SANDBAG SEDIMENT TRAP DETAILS

SECTION 1.8 APPROVAL
14/12/2022
Issue 1.1

FOR CONSTRUCTION	
PROJECT NAME	WS190315
PROJECT NO	AS ISSUED
DATE	14/12/2022
SCALE	AS SHOWN
DATE	14/12/2022
PROJECT NO	AS ISSUED
DATE	14/12/2022
SCALE	AS SHOWN
DATE	14/12/2022

ACOR Consultants Pty Ltd
Unit 1, No 1 Madonia Place
Banksia Hills NSW 2153
14672804 6311
www.acor.com.au

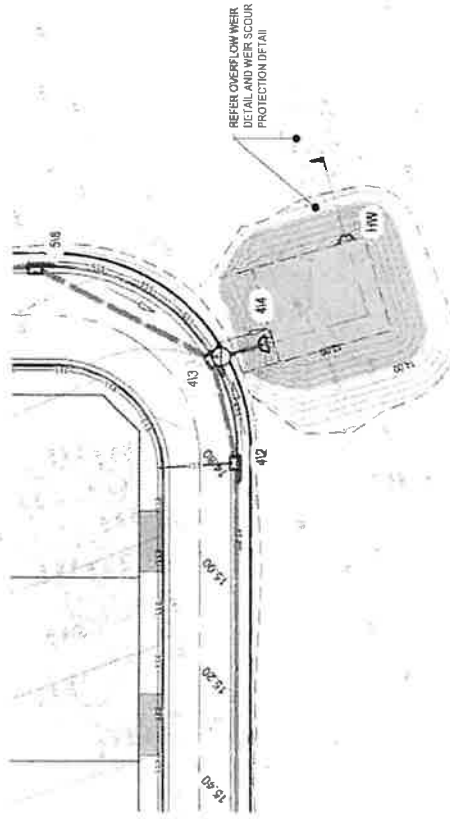
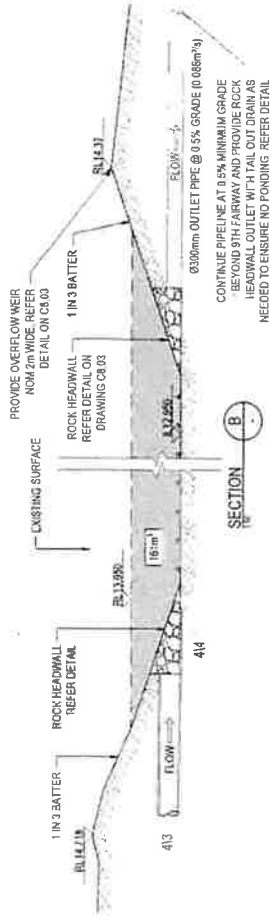
SCOTT HARRIS & ASSOCIATES
15/150-152/153
SHOUBEN RD NSW 2027

LINCOLN PLACE
15/150-152/153
SHOUBEN RD NSW 2027

NO	REVISION	DATE	BY	CHKD BY
1	ISSUED FOR TENDERS	14/12/2022	AS	AS
2	ISSUED FOR TENDERS	14/12/2022	AS	AS
3	ISSUED FOR TENDERS	14/12/2022	AS	AS
4	ISSUED FOR TENDERS	14/12/2022	AS	AS
5	ISSUED FOR TENDERS	14/12/2022	AS	AS
6	ISSUED FOR TENDERS	14/12/2022	AS	AS
7	ISSUED FOR TENDERS	14/12/2022	AS	AS
8	ISSUED FOR TENDERS	14/12/2022	AS	AS
9	ISSUED FOR TENDERS	14/12/2022	AS	AS
10	ISSUED FOR TENDERS	14/12/2022	AS	AS

ACOR CONSULTANTS
SCOTT HARRIS & ASSOCIATES

S138 APPROVAL FOR
WORKS IN THE
STOREY AVENUE
ROAD RESERVE ONLY



SECTION 148 APPROVAL

14/12/2022
James Plakoff

PLAN VIEW
1:200

<p>SCOTT HARRIS & ASSOCIATES 17 MACQUARIE STREET SYDNEY NSW 2000</p>		<p>ACOR CONSULTANTS Pty Ltd Unit 10, Level 1, No 1 Macquarie Place Sydney NSW 2000 T 61 2 9634 6311</p>		<p>MULTI UNIT HOUSING DEVELOPMENT PHEASANT HILLWAY EDDY HAY 231</p>		<p>W5190315</p>	
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