

Deed

**5 Hall Street Maryville - Velocity
Planning Agreement**

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Newcastle City Council

Cape Wickham Pty Ltd

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(Between Council and Developer)

PLANNING AGREEMENT

Parties

Newcastle City Council of 282 King Street, Newcastle New South Wales 2300
(Council)

And

Cape Wickham Pty Ltd as trustee of the Cape Wickham Unit Trust of PO Box 93
Lorn , New South Wales 2300 (Developer).

Background

- A. Cape Wickham Pty Ltd was granted Development Consent DA2016/01024 by Newcastle City Council on 21 March 2017.
- B. That Development Application was accompanied by an offer by the Developer to enter into this Deed of Agreement to make Development Contributions towards the Public Infrastructure.
- C. Council has accepted an offer made by Cape Wickham Pty Ltd and the parties enter into this Deed of Agreement to give effect to the requirements of DA2016/01024 and the agreement reached between them in connection with the Development.

Operative provisions

Part 1 - Preliminary

1 Definitions and interpretation

- 1.1 In this Agreement the following definitions apply:

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

Dealing, in relation to the Land, means, without limitation, selling transferring, and assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

Development means Development Consent DA2016/01024 for the construction of 31 Townhouses and associated civil works and infrastructure.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit.

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 or administration of the GST.

Instrument Change means Local Environmental Plan.

Land means Lot 100 DP 746334, known as 5 Hall Street Maryville.

Party means a party to this Deed of Agreement, including their successors and assigns.

Public Infrastructure means Facilities identified in Schedule annexed hereto and marked 'A'.

Regulation means the Environmental Planning and Assessment Regulation 2000.

Work means the physical result of any building, engineering or construction work in, on, over or under land, required to be carried out by the Developer under this Deed of Agreement.

Work Items means Items which require Works to be carried out under this Deed of Agreement.

2.1 In the interpretation of this Deed of Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Deed of Agreement.
- (b) A reference in this Deed of Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Deed of Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Deed of Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (e) A reference in this Deed of 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.
- (f) A reference in this Deed of Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed of Agreement.

- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Deed of Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Deed of Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Deed of Agreement.

2 Status of this Deed of Agreement

The Parties agree this Deed of Agreement is a planning agreement within the meaning of s7.4 (1) of the Act.

3 Commencement of this Deed of Agreement

This Deed commences on the date which it has been executed by all Parties.

4 Application of this Deed of Agreement

This Agreement applies to:

- a) the Land;
- b) The Development.

5 Development Contributions to be made under this Deed of Agreement

The Developer is to make Development Contributions to the Council in accordance with **Schedule 1** and any other provision of this Deed of Agreement relating to the making of Development Contributions.

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

- a) This Deed of Agreement does not exclude the application of 7.24 of the Act to the Development
- b) The Parties agree that pursuant to the conditions of Development Consent DA2016/010124; section 7.11 and 7.12 of the Act do not currently apply to the Development.

7 Registration of this Deed of Agreement

This Deed of Agreement is to be registered as provided for in s7.6 of the Act.

8 Review of this Deed of Agreement

- 8.1 The Parties are to review this Deed of Agreement if either Party considers that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed of Agreement.

8.2 For the purposes of clause 8.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits, or enables the Council or any other planning authority to restrict or prohibit, any aspect of the Development, or if the approved number of units under the Development Consent falls below 31 units.

8.3 For the purposes of addressing any matter arising from a review of this Deed of Agreement referred to in clause 8.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed of Agreement.

Part 2 - Provisions relating to the Carrying out of Work

9 Design and Construction

- a) The Developer will prepare construction drawings for all Work Items included in Schedule 1, in accordance with the relevant Council Specification Documents, Australian Standards and other laws applicable to the work and will submit them to Council.
- b) The Developer will amend the construction drawing to be consistent with any comments received by Council in respect of the Work Items included in Schedule 1
- c) If the Developer is required by the Council to prepare or modify a design or specification relating to the Work Items in Schedule 1 the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

10 Standard of Construction Work

- a) Any work that the Developer is required to carry out under this Deed of Agreement is to be carried out in accordance with:
- b) The requirements of any relevant Approval issued by a relevant Authority,
- c) Any Australian standards and other laws applicable to the Work,
- d) The Council specification Documents and,
- e) In a proper and workmanlike manner, complying with current industry practice and standards relating to the Work.

11 Completion of Work

- a) The Developer is to give the Council written notice of the date on which it will complete Work required to be carried out under this Deed of Agreement.
- b) The Council is to inspect the Work the subject of the notice referred to in clause 11(a) within 14 days of the date specified in the notice for completion of the Work.
- c) Work is completed for the purposes of this Deed of Agreement when the Council, acting responsibly, gives a certificate to the Developer to that effect, and Council can only withhold the certificate if the Work is not completed in accordance with this Deed of Agreement.

12 Rectifications of Defects

- a) During the Defects Liability Period, the Council may serve upon the Developer a Rectification Notice.
- b) The Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- c) The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been served upon it under clause 12(a).

- d) In this clause:

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

Defects Liability Period means the period of 12 months commencing on the day immediately after the Council accepts responsibility for a Work under clause 12.

Rectification Notice means a notice in writing

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

13 Works-as-executed-plan

- a) No later than 60 days after a Work is completed for the purposes of this Deed of Agreement, the Developer is to submit to the Council a full works-as-executed-plan for the Work.
- b) The Developer, being the copyright owner in the plan referred to in clause 13(a), gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed of Agreement.

14 Maintenance and management of Works

- a) The Parties may, by agreement in writing, specify Work Items to which the Maintenance Period applies and the standard and other particulars of maintenance required.
- b) If the Maintenance Period applies to a Work, the Developer is to maintain the Work during that Period, in accordance with the standard and other particulars of maintenance agreed between the Parties.
- c) Despite any other provision of this Deed of Agreement, if the Developer has complied with its obligations under this clause, the Council cannot make any claim, objection or demand about the state or condition of a Work referred to in clause 14(a) after the end of the Maintenance Period for that Work.
- d) In this clause, Maintenance Period means the period of 12 months commencing on and from the date that Council accepts responsibility for a Work under clause 11.

15 Registration of this document

Registration

- a) This document must be registered on the title of the Land pursuant to section 7.6 of the Act.

Obligations of the Developer

- a) The Developer must:
 - I. do all things necessary to allow the registration of this document to occur, including but not limited to obtaining the consent of any mortgagee registered on the title of the Land; and
 - II. pay any reasonable costs incurred by Council in undertaking that registration.

Removal from Title of the Land

Council will do all things necessary to allow the Developer to remove the registration of this document from the title of the Land, where the Developer has completed the Works.

The Developer must pay any reasonable costs incurred by Council in undertaking that discharge.

Part 3 - Dispute Resolution

16 Dispute Resolution Procedure

- a) If a dispute arises out of or relates to this Deed of Agreement (other than a dispute in relation to the termination, or the proposed termination, of this agreement), a party must not commence any court or other proceedings relating to the dispute unless it has first complied with the following procedure:
 - b) the party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute;
 - c) on receipt of that notice by that other party, the parties must endeavour in good faith to resolve the dispute using informal dispute resolution techniques such as mediation, expert evaluation, arbitration or similar methods agreed by them;
 - d) if the parties do not agree within 10 days of receipt of the notice (or such further period as the parties agree in writing) as to:
 - the dispute resolution method and procedures to be adopted;
 - the timetable for all steps in those procedures; and
 - the selection and compensation of the independent person required for such method,
 - e) the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales.
 - f) The costs of any such dispute resolution procedure will be shared equally between the Developer and the Council.

Other Proceedings

Nothing in this clause prevents any party instituting proceedings to seek urgent injunctive or interlocutory relief in respect of a dispute or any matter arising under this Deed of Agreement.

17 Enforcement

Council will not issue Final Occupation Certificate until the Work Items are completed in accordance with the staging of works set out in annexure A.

18 Notices

1.2 Any notice, consent, information, application or request that must or may be given or made to a Party under this Deed of Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out below.
- (b) Faxed to that Party at its fax number set out below.
- (c) Emailed to that Party at its email address set out below.

Council

Attention: Shannon Turkington

Address: 282 King Street, Newcastle NSW 2300

Fax Number: 02 4974 2222

Email: sturkington@ncc.nsw.gov.au

Developer

Attention: Peter Childs

Address: PO Box 93, Lorn NSW 2300

Fax Number: 02 4015 2611See

Email: PeterChilds@mavidgroup.com.au

1.3 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

1.4 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, 2 business days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

1.5 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 5pm 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.

19 Approvals and consent

Except as otherwise set out in this Deed of 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.

20 Assignment and Dealings

Nil

21 Costs

Each party is responsible for their own costs of negotiating, preparing, executing, stamping and registering the Deed of Agreement

22 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

23 Governing law and jurisdiction

This Deed of Agreement is governed by the law of New South Wales. The Parties 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.

24 Joint and individual liability and benefits

Except as otherwise set out in this Deed of Agreement, any agreement, covenant, representation or warranty under this Deed of Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

25 No fetter

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

26 Representations and warranties

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

27 Severability

If a clause or part of a clause of this Deed of 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 Deed of Agreement, but the rest of this Deed of Agreement is not affected.

28 Modification

No modification of this Deed of Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

29 Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed of 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.

30 GST

If any Party reasonably decides that it is liable to pay GST on a supply made to the other Party under this Deed of Agreement and the supply was not priced to include GST, then recipient of the supply must pay an additional amount equal to the GST on that supply.

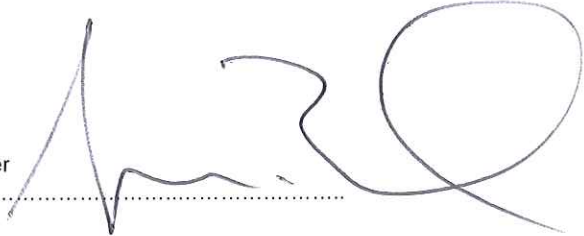
Execution

Dated:

Executed as a Deed

SIGNED SEALED AND
DELIVERED by **NEWCASTLE CITY COUNCIL**

(Authorised Officer
Signature).....



(Authorised Officer Name)

T. B. C. T.

in the presence of:

(Witness Signature).....



(Witness Name).....

KERRY EDSON

SIGNED SEALED AND
DELIVERED by **CAPE WHICKAM PTY LTD**
in accordance with s.127
of the Corporations Act 2001 (Cth)

(Director/Secretary
Signature).....



(Director/Secretary Name)

DAVID MURRAY SHARPE

in the presence of:

(Witness Signature).....



(Witness Name).....

PETER CAUDS

5 Hall Street Maryville - Velocity Planning Agreement

**Newcastle City Council
Cape Wickham Pty Ltd**

Schedule 1

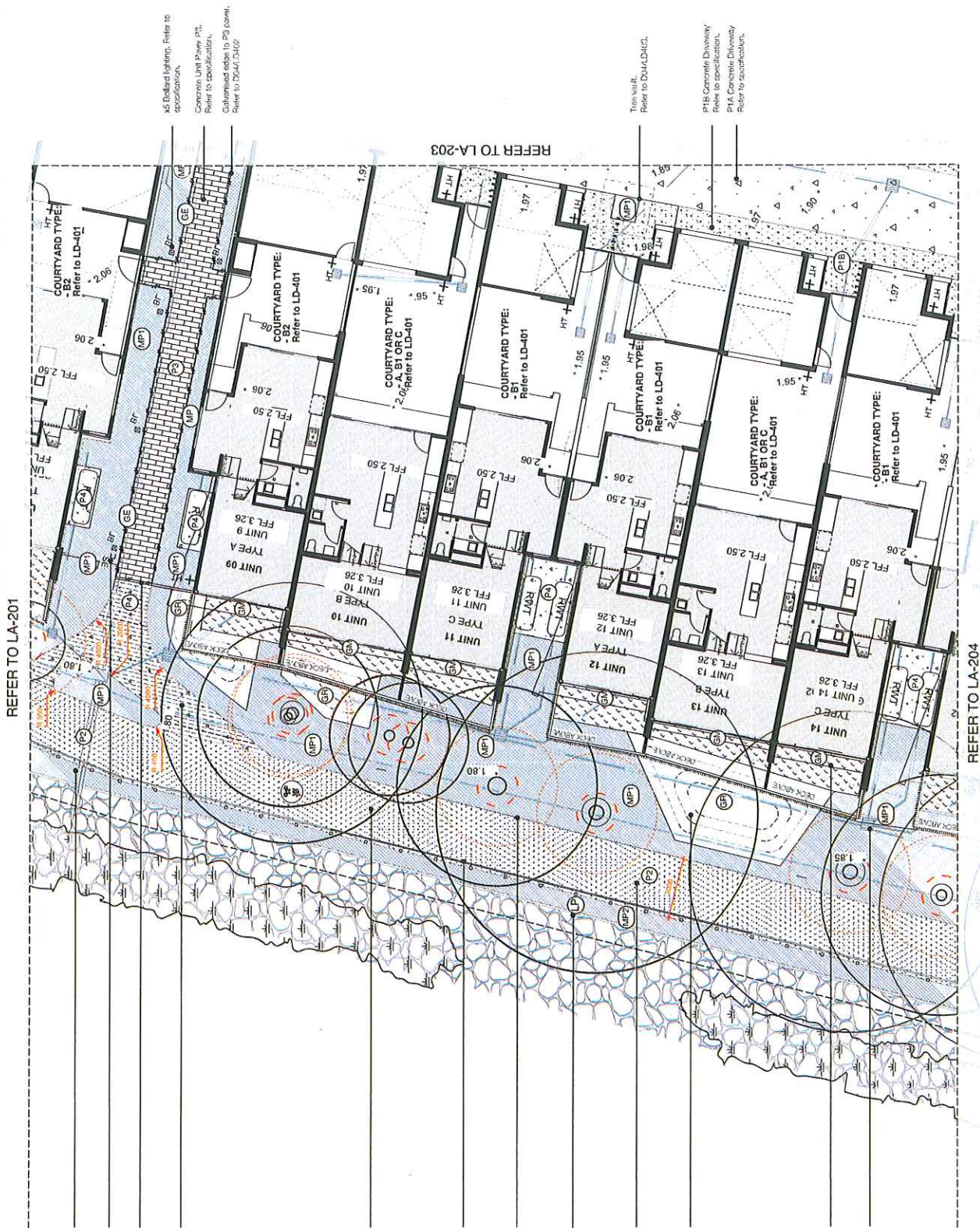
(Clause 5)

Development Contributions

Column 1	Column 2	Column 3	Column 4	Approximate Value
Item	Public Purpose	Manner & Extent and Key Elements	Timing	
1	Cycleway/walkway	Demolish, remove and replace existing 2.5m cycleway with new concrete 3.0m cycleway along foreshore (approximately 350 lm x \$250)	Prior to occupation of stage 3	\$87,500.00
2	Cycleway/walkway	Provision of dedicated walkway adjacent cycleway (width varies from 1.8 -2.4m including hand rails / seating etc (approximately 200 lm x \$950)	Prior to occupation of stage 3	\$190,000.00
			Total	\$277,500



- LEGEND**
- EXTENT OF WORK
 - PROPERTY BOUNDARY LINE
 - PL 15.70m SPOT LEVEL
 - STOPWATER
 - refer to engineer
 - EXISTING TREE
 - STRUCTURAL ROOT ZONE (INNER) TREE PROTECTION ZONE (OUTER)
- HARDWORKS**
- P1 CONCRETE DRIVEWAY - refer to detail / specification
 - P18 CONCRETE DRIVEWAY - refer to detail / specification
 - P3 SHAVED PAVL - refer to detail / specification
 - P4 CONCRETE UNIT PAVL - refer to detail / specification
 - P4 CONCRETE PATH - refer to detail / specification
 - FOOTPATH TO NGS STANDARD
 - B1 TWS - refer to application
 - GRANITE ROCK - refer to application
 - GRANITE MULCH - refer to application
 - DISCOMPOSED GRANITE - refer to application
 - MASS PLANTING - with Granite Mulch refer to specification
 - MASS PLANTING - with Organic Mulch refer to specification
 - TUBE
 - LIGHT POLE - refer to application
 - CONCRETE SAW CUT FINISH - refer to detail
 - TREE VAULT - refer to detail
 - BOLLARD LIGHT - refer to detail
 - SIGNAGE ELEMENT - refer to detail
 - GALVANISED STEEL EDGE - refer to detail
 - PRIVACY FENCE - refer to application
 - BARBER SERVICE - refer to detail



- Mass planting. Refer to planting plan.
- Stopw. Diverted end of all main lots. Refer to D18 LD402
- Coloured region separation from P4 to P5. Refer to D18 LD402
- P4 Concrete Path Saw cut finish. Saw cuts at 200mm spacing. Parallel to shovelled path. Refer to specification.
- P2 Shaved Path Grey Oxide. Refer to specification.
- Barber fence. Refer to detail.
- Proposed path to follow drainage path alignment.
- Light pole. Refer to application.
- P2 Shaved Path Grey Oxide. 3000mm width. Refer to specification.
- Granite Rock mounds below decks with 0.2m inclusive cantilever. Refer to specification.
- Granite Mulch below deck. Refer to specification.
- Plans to engineer for pit and pile location.

GENERAL ARRANGEMENT

SCALE: 1:100

Project No. 1436

Drawing No. LA-202 H

Quantity: 1 of 1

Drawn by: [Name]

Checked by: [Name]

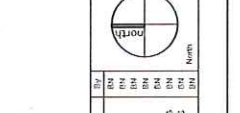
Approved by: [Name]

CC DOCUMENTATION

VELOCITY RESIDENTIAL DEVELOPMENT

5 HALL STREET, MARYVILLE NSW 2203

CAPE MCKIMHAM UNIT TRUST



No.	Date	REVISION
A	06/17	50% DRAFT FOR COORDINATION
B	12/17	DRAFT FOR TENDER
C	12/17	95% FOR COORDINATION
D	12/17	100% FOR COORDINATION
E	2/19	100% SUBMISSION
F	2/19	100% SUBMISSION
G	2/19	AMEND UNIT COMMENTS
H	11/21	AMEND UNIT COMMENTS

NOTES

1. DRAFT SCALE OF DRAWINGS FOLLOW WRITTEN DIMENSIONS. DIMENSIONS TAKE PRECEDENCE OVER SCALE.

2. TO BE USED IN CONJUNCTION WITH THE DEVELOPMENT APPLICATION AND ALL OTHER DRAWINGS AND SPECIFICATIONS.

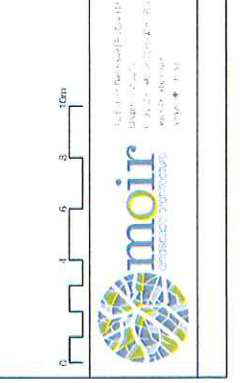
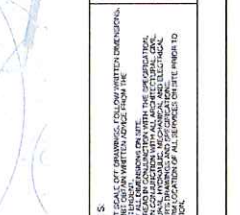
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

4. ALL DIMENSIONS OF ALL SERVICES TO BE VERIFIED ON SITE PRIOR TO CONSTRUCTION.

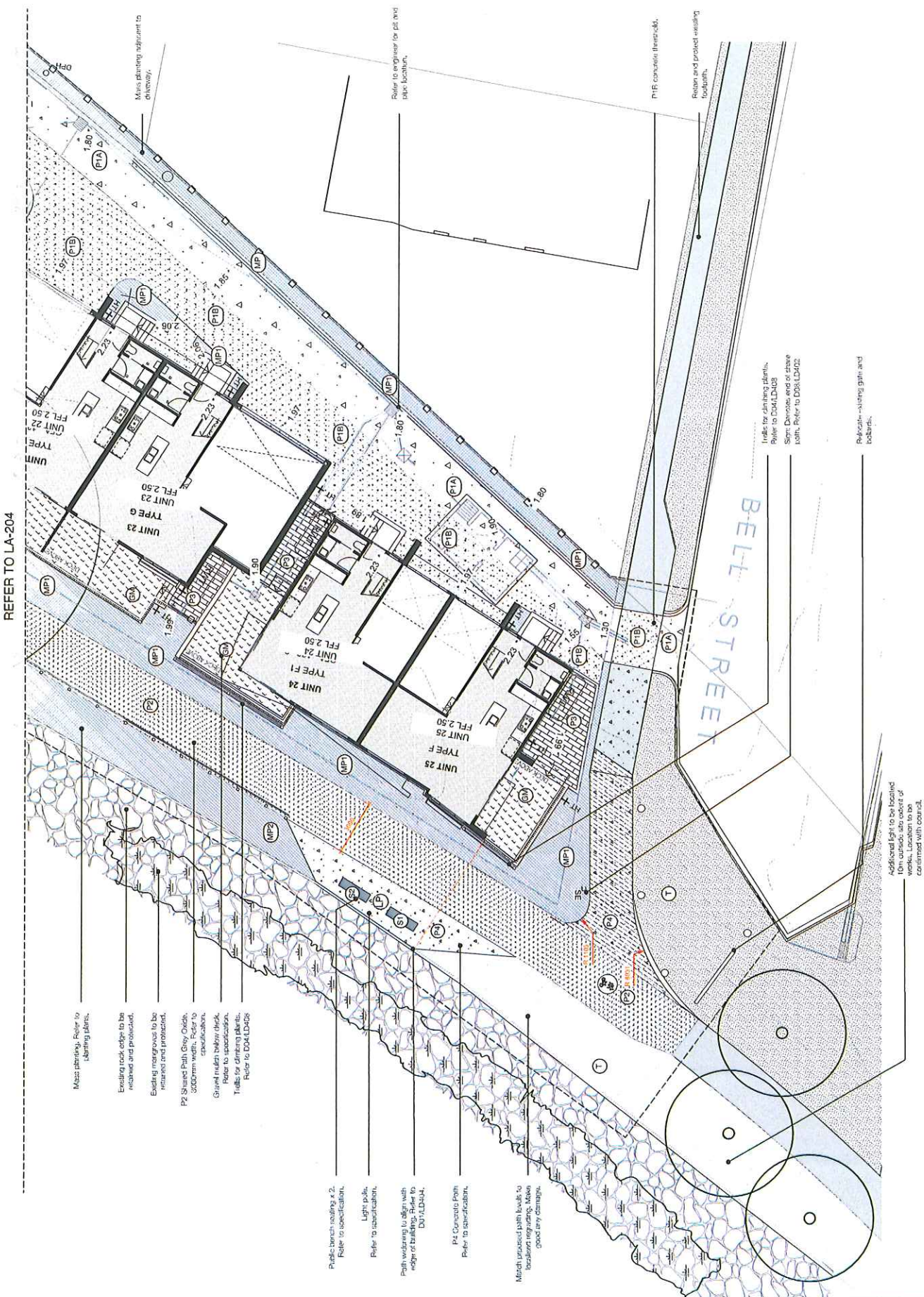
APPRAISAL

CKDS ARCHITECTURE

Engineer: MPC



REFER TO LA-204



- Mass planting. Refer to planting plans.
- Existing rock edge to be retained and protected.
- Existing mangrove to be retained and protected.
- P2 Shared Path Grey Oxide, 3200mm width. Refer to specifications.
- Gravel mulch below deck. Refer to specifications.
- Trellis for climbing plants. Refer to D04.LD426
- P1A Concrete Driveway. Refer to detail / specification.
- P1B Concrete Driveway. Refer to detail / specification.
- P2 Shared Path. Refer to detail / specification.
- P3 Concrete Unit Paver. Refer to detail / specification.
- P4 Concrete from. Refer to specification.
- Match proposed path levels to landscape register. Make good any damage.
- Path widening to align with edge of building. Refer to D01.LD04.
- P4 Concrete from. Refer to specification.
- Light pole. Refer to specification.
- Path widening to align with edge of building. Refer to D01.LD04.
- P4 Concrete from. Refer to specification.
- Match proposed path levels to landscape register. Make good any damage.

LEGEND

- EXTENT OF WORK
- PROPERTY BOUNDARY LINE
- PL 15.70m SPOT LEVEL
- STORMWATER
- EXISTING TREE
- REMOVE ALL EXISTING TREES (REFER TO TREE PROTECTION ZONE OUTLINE)

HARDWORKS

- P1A CONCRETE DRIVEWAY - refer to detail / specification
- P1B CONCRETE DRIVEWAY - refer to detail / specification
- P2 SHARED PATH - refer to detail / specification
- P3 CONCRETE UNIT PAVEMENT - refer to detail / specification
- P4 CONCRETE FROM - refer to detail / specification
- FOOTPATH TO NCC STANDARD
- SEATING - refer to specification
- GRANITE ROCK - refer to specification
- GRANITE MULCH - refer to specification
- GRANITE - refer to specification
- MASS PLANTING - with Tradeable Mulch refer to specification
- MASS PLANTING - with Organic Mulch refer to specification
- TUBE
- LIGHT POLE - refer to specification
- CONCRETE RAW CUT FINISH - refer to detail
- TREE WALL - refer to detail
- COLLARED LIGHT - refer to detail
- SEWAGE ELEMENT - refer to detail
- GALVANISED STEEL EDGE - refer to detail
- PRIVACY FENCE - refer to detail
- BARRIER FENCE - refer to detail

- INDICATE TO BE LOCATED FROM THE COURSE OF WORKS. LOCATION TO BE CONFIRMED WITH COUNCIL.
- Refer to engineering for pit and pipe location.
- P1B concrete thresholds.
- Retain and protect existing footpaths.
- Indicate for climbing plants. Refer to D04.LD426
- Spot Driveway end of stage both. Refer to D03.LD402
- Refer to engineering for pit and pipe location.
- Refer to engineering for pit and pipe location.
- Refer to engineering for pit and pipe location.

moir
 1000.com.au
 1800 1000.com.au

DIAL BEFORE YOU DIG
 www.1800.com.au

NOTES

- DO NOT SCALE OFF DRAWINGS. FOLLOW WITH DIMENSIONS.
- FOR ALL WORKS TO BE COMPLETED WITHIN THE PERIOD OF 12 MONTHS FROM THE DATE OF ISSUE OF THIS DRAWING.
- THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
- THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

ARCHITECT
 CKDS ARCHITECTURE
 Engineer
 MPC

REVISION

No.	Date	Description	By	Rev
A	10/01/17	ISSUE FOR COORDINATION	BN	1
B	15/01/17	DRAFT FOR TENDER	BN	1
C	15/01/17	REV FOR COORDINATION	BN	1
D	15/01/17	REV FOR COORDINATION	BN	1
E	15/01/17	REV FOR COORDINATION	BN	1
F	15/01/17	AMEND UNIT COUNCIL COMMENTS	BN	1
G	15/01/17	AMEND UNIT COUNCIL COMMENTS	BN	1
H	15/01/17	AMEND UNIT CLIENT COMMENTS	BN	1

GENERAL ARRANGEMENT

SCALE: 1:100

Project No: 1436

Drawing No: 1436

Client: LA-206 H

CC DOCUMENTATION

VELOCITY RESIDENTIAL DEVELOPMENT
 5 HALL STREET, MARYVILLE NSW 2203
 CAPE WICKHAM UNIT TRUST

North