



**360 Certification**  
[greg@360certification.net](mailto:greg@360certification.net)  
PO Box 94  
Spit Junction NSW 2088

## OCCUPATION CERTIFICATE No. C2020053-B

Issued under the *Environmental Planning and Assessment Act 1979*.

### Applicant

Name: AACCT Limited  
Address: PO Box 567, St Leonards NSW 1590

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### Property details

Address: 211 Pacific Highway St Leonards NSW  
Lot/Portion No: 101  
DP No: 791327  
Municipality: Willoughby Council

**Address: The Avenue NSW**  
**Lot/Portion No: 101**  
**DP No: 11911604**  
**Municipality: Willoughby Council**

Address: Gore Hill Public Carpark  
Lot/Portion No: 7083  
DP No: 93642  
Municipality: Willoughby Council

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### Description and value of development

Description: Use of an existing building as a new school (International Chinese School), for up to 160 students (Kindergarten – Year 6) and associated works in three stages, including: • construction of a one-way vehicular loop road within The Avenue to accommodate a drop-off / pick-up zone for five vehicles; • construction of three car parking spaces and modifications to the entry/exit within the public carpark of Gore Hill Park; • construction of a deceleration lane on the Pacific Highway and the entry to the public carpark adjoining Gore Hill Park; • landscaping, planting, security fencing and pathways; and • school building identification signage

Part or whole: Part: Stage 3 – deceleration lane and associated works.  
Value of work: \$ 105,000 (Stage 1 only).  
\$ 250,000 (Stage 2 only).  
BCA Classification: 7a

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### Development Consent

No:	SSD 10260	SSD 10260-Mod-1	SSD 10260-Mod-2
Date of Determination	16 July 2020	21 July 2021	17 December 2021

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### Construction Certificate

Certificate no.:	Date of Determination:
C2020053	16 October 2020.
C2020053-A	16 March 2021.



**ATTACHMENT 1  
Fire Safety Schedule**

(Pursuant to Clause 168 of the Environmental Planning and Assessment Regulation 2000)

<i>Fire Safety Measure</i>	<b>E/M/N</b>	<i>Standard of performance</i>
Automatic fire detection and alarm system	Existing	Clause 4, of BCA Specification E2.2(a), AS 1670.1-2018, Fire Engineering Report, 'School Use', No. 18185_FER, Revision 3.1, by Mobius Fire Safety Pty Ltd, 7 September 2020.
Automatic shutdown of mechanical air handling system	Existing	BCA Clause E2.2(a)(ii), NSW Table E2.2b & AS 1670.1-2018.
Emergency lighting	Existing	BCA Clause E4.2 & E4.4, AS 2293.1-2005.
Exit signs	Existing	BCA Clause E4.5, NSW 4.6, E4.8, AS 2293.1-2005.
Fire alarm monitoring (ASE)	Existing	Fire Engineering Report, 'School Use', No. 18185_FER, Revision 3.1, by Mobius Fire Safety Pty Ltd, 7 September 2020.
Fire door - Two doors to non-fire isolated stair on ground floor.	Existing	Fire Engineering Report, 'School Use', No. 18185_FER, Revision 3.1, by Mobius Fire Safety Pty Ltd, 7 September 2020.
Fire engineering - Permit the omission of Fire Resistance Levels (FRL) applicable to Type B Construction in the Class 9b use; - Permit unprotected window openings on the North Elevation (facing the heritage listed cemetery); - Permit a stair that passes through more than 2 storeys in a non-sprinklered building to be non-fire-isolated. - Permit the egress width through the stairs to be least than 1000mm.	Existing	Fire Engineering Report, 'School Use', No. 18185_FER, Revision 3.1, by Mobius Fire Safety Pty Ltd, 7 September 2020.
Fire hose reels	Existing	BCA Clause E1.4, AS 2441-2005.
Fire hydrants (Street)	Existing	BCA Clause E1.3, AS 2419.1-2005.
Lightweight fire rated construction - Part of the ground floor stair shaft.	Existing	Fire Engineering Report, 'School Use', No. 18185_FER, Revision 3.1, by Mobius Fire Safety Pty Ltd, 7 September 2020.
Smoke seals - Hot smoke and ambient smoke seals around fire doors on ground floor that achieve 500°C for 30 minutes.	Existing	Fire Engineering Report, 'School Use', No. 18185_FER, Revision 3.1, by Mobius Fire Safety Pty Ltd, 7 September 2020.
Portable fire extinguishers	Existing	BCA Clause E1.6, AS 2444-2001.
Warning and operational signage	Existing	BCA Clause D3.6, E3.3.

E – Existing fire service  
M – Modified fire service  
N – Fire service

## ATTACHMENT 2

### Stage 1 – C2020053

1. Application Form for Occupation Certificate;
2. Final fire safety certificate;
3. Condition E1: Evidence of written notification of commencement of school to Planning Secretary, 22 January 2021;
4. Condition E6: Interim drop-off/pick-up management plan & email planning secretary/ council, 13 November 2020;
5. Condition E8 & E9: Email correspondence from TfNSW that school zone signage installed;
6. Condition E10: Email correspondence from TfNSW that bond received;
7. Condition E11: Confirmation that the design plans required by Condition B2 and B3 have been submitted to TfNSW;
8. Condition E12: Works Authorisation Deed with TfNSW, dated 19 January 2021;
9. Condition E13: Certification of carparking for stage 1, by Stanbury Traffic Planning, dated 28 August 2020;
10. Condition E13: Email of lodgement of carparking certification to Council, dated 13 November 2020;
11. Condition E17: Emergency evacuation plan;
12. Condition E17: Email confirming emerge emergency evacuation plan issued to NSPAC, dated 31 August 2020;
13. Condition E18: Crime Prevention Through Environmental Design report, by Ethos Urban, 218421, 21 Dec 2020;
14. Condition E19: Acoustic certification, by Acoustic Logic, 20200602.2/2606A/R0/AR, dated 26/06/2020;
15. Condition E22 & E23: Communication with Metropolitan Local Aboriginal Land Council (MLALC);
16. Condition E27: License for use of recreational areas with Willoughby Council, dated 31 July 2020;
17. Condition E28: Correspondence from Northern Cemeteries confirming no structural damage, dated 22 January 2021;
18. Condition E28: Post construction dilapidation reports, Northrop, dated 28 January 2021;
19. Condition E28: Pre construction dilapidation reports, Northrop, dated 24 July 2021;
20. Condition E34 & E35: Email correspondence with Council regarding operational management plan, 17 July 2020;
21. Condition E35: Operational management plan, dated July 2020;
22. Condition E37: Email from Council regarding delivery vehicle access plan, dated 28 January 2021;
23. Condition E37: Delivery vehicle access plan;
24. Condition E40: Submission Fire Safety Certificate to Council, dated 02 February 2021;
25. Condition E41: Outdoor lighting installation certification by HQEC;
26. Condition E42: Operational waste management plan, dated July 2020;
27. Condition E44 & E45: Landscaped design implementation report, by In-View, dated 01 February 2021;
28. Condition E46: Land maintenance plan by In-View, dated 01 February 2021;
29. Condition E47: Disabled Access installation certification, dated 29 January 2021;
30. Mechanical ventilation installation certification by Cantali & Associates, dated 03 February 2021;
31. Final Fire Safety Certificate, dated 02 February 2021;
32. Clause 152b fire engineering certification by Mobius Fire Safety Pty Ltd, dated 02 February 2021;
33. Mechanical shutdown installation certification by Cantali & Associates, dated 02 February 2021;
34. Fire alarm communication link certification, by Romtek, dated 01 December 2020;
35. Inspection reports(s).

### Stage 2 - C2020053-A

36. Generated Lodged Application Form;
37. Condition: E7: Evidence of payment to Willoughby Council;
38. Condition: E7: Long service levy payment No 5317571, dated 6 November 2021;
39. Condition E14: Civil certification by Northrop NL201246, dated 18 May 2021;
40. Condition E15: Email correspondence for works completed of car park by Council, dated 13 August 2021;
41. Condition E16 & E21: Email confirming post construction work from Willoughby Council, dated 26 July 2021;
42. Condition E21, E22, E23: Email correspondence MLALC Plaque and Wayfinding signage, dated 2 November 2021;
43. Condition E24 & E25: Deed for access and parking, dated 9 November 2021;
44. Condition E31 & E32: Works as executed design plan by Stanton Dahl, dated 23 March 2021;
45. Condition E33: Email correspondence for green travel plan email from Peter, dated 28 June 2021;
46. Condition E33: Green travel plan by Stanbury Traffic Planning Ref 19-050-2, dated June 2021;
47. Condition E36: Operational transport and access plan by Stanbury ref 19-050-13, dated August 2021;
48. Condition E36: Email correspondence confirmation of CTMP, dated 6 August 2021;
49. Condition E36: Email correspondence confirmation of OTAMP, dated 30 July 2021;
50. Condition E39: Email correspondence from Willoughby Council, no asset damage, dated 23 July 2021;
51. Condition E43: Final tree compliance report by Mark Bury, dated 3 May 2021;
52. Inspection reports(s).

**Stage 3 - C2020053-3**

53. Generated Lodged Application Form [CFT 229-2007];
54. Condition E1: Letter notifying the schools intention to commence stage 3, AACCT Ltd, dated 14 June 2022;
55. Condition E2: Email from the Department of P&E, confirming notification of commencement of stage 3, 14/06/22;
56. Condition E26: Executed deed for access and parking, dated 09 November 2021;
57. Condition F2: Email from TfNSW confirming the deceleration works satisfactory, dated 19 December 2022;
58. Condition F2: Certificate of satisfactory completion of civil works, Willoughby Council, dated 13 December 2022;
59. Condition F2: Construction completion certificate issued by Barker Ryan Stewart, dated 12 December 2022.

\*\*\*\* END OF CERTIFICATE \*\*\*\*

## Apply for certificate

Select the certificate action you would like to apply for	Occupation certificate
Select the type of certificate you wish to apply for	Occupation certificate for whole building
Do you want to direct this application to a Principal Certifier or State Agency for assessment?	Principal Certifier
Which approval type is this certificate in relation to?	State determined (SSI / SSD)
Please enter DA number of the approval which is related to this certificate application (please include the DA prefix)	
Please enter CDC number of the approval which is related to this certificate application (please include the CDC prefix)	
Enter State determined number of the approval which is related to this certificate application (please include the SSD/SSI prefix)	SSD 10260
Was the DA applied for via the NSW Planning Portal?	
Was the CDC applied for via the NSW Planning Portal?	
Please provide portal application number (PAN)	
Please provide portal application number (CDC)	
Has the DA been determined?	
Has the CDC been determined?	
Has the SSI / SSD case been determined?	Yes
Date of determination of the DA Case	
Date of determination of the state determined case	16/07/20
Please enter the date the construction certificate or CDC was issued	
Please provide Principal Certifier appointment reference number from NSW Planning Portal	
Please provide ITSOC reference number from NSW Planning Portal	
Was a related construction certificate applied via NSW Planning Portal?	Yes
Please enter the Construction Certificate(CC) number which is related to this certificate application	CFT-108263
Please provide Construction certificate reference number	
Is the building work excluded from the Design and Building Practitioners Act 2020?	
Site address #	1
Street address	211 PACIFIC HIGHWAY ST LEONARDS 2065
Local government area	WILLOUGHBY
Lot / Section Number / Plan	102/-/DP791327 <input checked="" type="checkbox"/>
Primary address?	Yes
Planning controls affecting property	

## Applicant details

Title	Mr
First given name	Peter
Other given name/s	
Family name	Jamieson
Contact number	0409831919
Email	pjamieson@aacct.org.au

Address	13 THE MALL WARRIMOO 2774
Is the applicant a company?	Yes
Name	The Trustee for Anglo Australian Christian & Charitable Trust
ABN	59921106235
ACN	
Trading Name	

#### Land owner details

Owner/s of the Development Site	A company, business, government entity or other similar body owns the development site
Owner Builder?	
Title	
First given name	
Other given name/s	
Family name	
Contact number	
Email	
Address	
Company name (if applicable)	Northern Metropolitan Cemeteries Land Manager
ABN/ACN	33 874 656 026
I declare that I have shown this document, including all attached drawings, to the owner(s) of the land, and that I have obtained their consent to submit this application.	
Who will be doing the building work?	Licensed Builder

#### Builder details or Principal Contractor

Builder Type	A Company , business , government entity or other similar body
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Legal Name	
ABN	
ACN	
Trading Name	
Address	
Email Address	

Title	
First given name	
Other given name/s	
Family name	
Contact number	
Email	
Address	
Licence number or Permit number in the case of an owner builder	
Are there any security or site conditions which may impact on the person undertaking the inspection? eg: locked gates, dogs, animals etc	No
Provide details	

#### Payer details

Payer Type	Company
Company Name	The Trustee for Anglo Australian Christian & Charitable Trust
ABN	59921106235
ACN	
Trading Name	
Billing Address	13 THE MALL WARRIMOO 2774
Email ID	pjamieson@aacct.org.au
Title	
First given name	
Other given name/s	
Family name	
Contact number	
Email	
Billing address	

#### Developer details

Name	The Trustee for Anglo Australian Christian & Charitable Trust
ABN	59 921 106 235
ACN	
Trading Name	
Email	pjamieson@aacct.org.au
Address	13 THE MALL WARRIMOO 2774

#### Proposed development details

Type of development	Other
Class(es) of building under the Building Code of Australia. (If parts of the building have different classes, include all classes)	Class 7a Class 9b
Please provide a detailed description of the development	Stage 3 – Construction of a deceleration lane on the Pacific Highway and the entry to the public carpark adjoining Gore Hill Park.

#### Principal certifying authority (PCA)

Enter the name of the nominated PCA of your choice.	360 CERTIFICATION
Company name	360 CERTIFICATION
Trading Name	
ABN	24606570825
ACN	
Address	PO Box 94 Spit Junction Mosman NSW 2088

#### Declarations

Applicant declaration	
I declare that all the information in the application and checklist is, to the best of my knowledge, true and correct	Yes
I understand that the application and the accompanying information will be provided to the appropriate consent authority for the purposes of the assessment and determination of this application, and may be provided to other State agencies.	Yes
I understand that if incomplete, the consent authority may request more information, which will result in delays to the application.	Yes
The information and materials provided may be used for notification and advertising purposes, and may be made available to the public for inspection.	Yes
I acknowledge that copies of this application and supporting documentation may be provided to interested persons in accordance with the Government Information (Public Access) 2009 (NSW) (GIPA Act).	Yes

I have read and agree to the collection and use of my personal information as outlined in the Privacy Notice.	Yes
I agree to the appropriately delegated assessment officers attending the site for the purpose of inspection.	Yes
I agree to pay any required NSW Planning Portal Service Fee/s specified under Part 9, Schedule 4 of the Environmental Planning and Assessment Regulation 2021 to the Department of Planning and Environment.	Yes



AACCT Ltd  
PO Box 567  
St Leonards 1590

14<sup>th</sup> June 2022

The Planning Secretary  
NSW Department of Planning,  
Industry & the Environment

**Application Number:** SSD 10260

**Applicant:** The Trustee for the Anglo Australian Christian and Charitable Trust (AACCT Ltd)

**Site:** 211 Pacific Highway St Leonards (Lot 101 DP 791327)

**Development:** Use of an existing building as a new school (International Chinese School)

**Stage 3:** Construction of a deceleration lane on the Pacific Highway St Leonards.

Dear Planning Secretary

To satisfy Condition C2, I write to provide the required formal notification that Stage 3 construction works will commence on 16/06/2022.

Peter Jamieson  
Director/Chair  
AACCT Ltd  
0409 831919  
principal@intcs.nsw.edu.au

**Subject:** International Chinese School - Post Approval Document Received - (SSD-10260-PA-15)  
**Date:** Tuesday, 14 June 2022 at 4:21:21 pm Australian Eastern Standard Time  
**From:** no-reply@majorprojects.planning.nsw.gov.au  
**To:** Peter Calf  
**CC:** cmcgillick@ethosurban.com  
**Attachments:** ..datacontent\magertel\images\logo1644468813661.png, Post Approval Form\_20220614062056.pdf

Dear Peter ,

Thank-you, your post approval document in relation to the International Chinese School has been received by the Department. Details of this document are below and in the attachment.

**Date Lodged**

14/06/2022

**Document Name**

C2 - Notification of commencement of Construction

**Description of Document**

Notice of Commencement

**Applicable Conditions**

Schedule	Condition
C	2

To sign in to your account click [here](#) or visit the [Major Projects Website](#). Please do not reply to this email.

Kind regards

The Department of Planning and Environment



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# Deed for Access and Parking: International Chinese School

**WILLOUGHBY CITY COUNCIL**  
*(Council)*

**AACCT LIMITED (ACN 639 511 390)**  
*(Applicant)*

**211 Pacific Highway Pty Ltd (ACN 115 065 720)**  
*(211 PH)*

**NORTHERN METROPOLITAN CEMETERIES LAND  
MANAGER (ABN 33 874 656 026)**  
*(Trust)*

Date: 9 November 2021

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# Deed for Access and Parking : International Chinese School

<b>Date</b>	
<b>Parties</b>	<p><b>WILLOUGHBY CITY COUNCIL (ABN 47 974 826 099)</b> of Level 4, 31 Victor Street, Chatswood, New South Wales 2067  (Council)</p> <p><b>AACCT LIMITED (ACN 639 511 390) as Trustee for The Anglo Australian Christian and Charitable Trust (ABN 59 921 106 235)</b> of 13 The Mall, Warrimoo, New South Wales 2774  (Applicant)</p> <p><b>211 Pacific Highway Pty Ltd (ACN 115 065 720)</b> of 211 Pacific Highway, St Leonards, New South Wales 2065  (211 PH)</p> <p><b>NORTHERN METROPOLITAN CEMETERIES LAND MANAGER (33 874 656 026)</b> of Corner Delhi and Plassey Roads, North Ryde, New South Wales 2113  (Trust)</p>
<b>Background</b>	<p>A. The State of New South Wales is the registered proprietor of the land comprising The Avenue which is reserved by the Crown Land Reserve No 1037968).</p> <p>B. The Northern Metropolitan Cemeteries Trust is the Crown land manager trustee of the Crown Land Reserve No. 1037968.</p> <p>C. 211PH is the lessee of the School Site pursuant to the School Lease.</p> <p>D. 211PH is a wholly owned subsidiary of the Applicant.</p> <p>E. The Applicant obtained the Development Consent.</p> <p>F. The Development Consent contains provisions in respect of the Site.</p> <p>G. In particular the Development Consent provides in paragraphs E24 to E26 for certain rights to be conferred on the Council and other persons. Paragraphs E24 to E26 of the Development Consent are set out in the <b>Appendix</b> to this Deed for reference.</p> <p>H. This Deed has been prepared and executed to satisfy the requirements of paragraphs E24 to E26 of the Development Consent.</p> <p>I. This Deed is the legally binding agreement referred to in paragraph E26.</p>

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## 1. DEFINITIONS AND INTERPRETATION

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### 1.1. Definitions

Unless the context otherwise indicates the following terms have the meanings set out below:

**Access Area** means the area of The Avenue **indicated by the blue hatching** on the Licence Area Plan.

**Building** means the existing building on the School Site.

**Claim** means all or any claims, proceedings, actions, rights of action, liabilities, suits, notices, fines and demands.

**Date of the Commencement of the Operation of Stage 2** means the day immediately following the last to occur of the following:

- (a) the date the Building is available for use as, and by, the School with a maximum of 74 students; and
- (b) the date the landscaping, fencing and signage within 211 Pacific Highway, St Leonards is completed; and
- (c) the date the completion of the drop-off / pick-up zone within the Access Area and operation of that area including completion of all works within the public carpark, occurs

**Deed** means this Deed including all schedules and annexures and any attachments, as varied from time to time.

**Designated Car Parking Spaces** means the 10 car parking spaces in the Undercroft designated by 211PH or ICSL, from time to time, for use by the Undercroft Associated Persons.

**Development Consent** means the Development Consent issued by the Minister for Planning and Public Spaces dated 16 July 2020 the subject of Application Number SSD 010260.

**Five Car Parking Spaces** means the area of The Avenue within the Access Area indicated in orange on the Licence Area Plan.

**Gore Hill Park** means Lot 7083 DP93642 being reserve no. R29836 for public recreation at St Leonards known as Gore Hill Park including the public car park as shown in the License Area Plan.

**ICSL** means International Chinese School Limited.

**Licence Area Plan** means the plan titled "Gore Hill Park Licence Plan" which is an **attachment** to this Deed.

**Loss** means any loss, damages, remedies, liabilities, expenses, fines, penalties and costs (including legal costs on a full indemnity basis and associated expenses) but excluding any indirect or consequential loss or damage, loss of profits, business opportunities, goodwill or likely savings (whether arising under statute, common law, tort (including negligence), breach of contract or otherwise).

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**Public Car Park** (including "public carpark") has the meaning set out in the Development Consent.

**School** means the school to be operated by ICSL at the School Site.

**School Hours** means 7:00am to 6:00pm on each day on which the School operates.

**School Lease** means the lease of the School Site by the Trust to 211PH for the period 1 December 2013 to 31 December 2024 dated 5 March 2015 and any lease of the School Site granted to 211PH pursuant to the option to renew this lease.

**School Site** means 211 Pacific Highway, St Leonards NSW being Lot 101 DP791327.

**Site** means No 211 Pacific Highway, St Leonards (Lot 101 DP 791327), Lot 101 DP 11911604 (The Avenue) and Lot 7083 DP 93642 (Gore Hill Park public carpark) – for vehicular/pedestrian access and drop-off/pick-up zone only as depicted on the Licence Area Plan.

**Stage 1** means the use of the existing building on the School Site as the International Chinese School with a maximum of 74 students and completion of landscaping, fencing and signage within the School Site.

**Stage 2** means the stage commencing within 6 months of commencement of Stage 1 being completion of drop-off / pick-up zone within the Access Area within The Avenue and operation of this area including completion of all works within the public carpark (unless an alternate timing is agreed by the Planning Secretary).

**The Avenue** means Lot 101 DP11911604 part of which is shown on the Licence Area Plan.

**Undercroft** means the undercroft in the Building.

**Undercroft Associated Persons** means officials, ground staff and other employees of Council associated with Gore Hill Park.

**Undercroft Driveway Access Area** means the area of The Avenue **indicated in green** on the Licence Area Plan.

**Undercroft Obligations** means:

- (a) to act lawfully;
- (b) to refrain from damaging the Undercroft;
- (c) to refrain from damaging the Undercroft Driveway Access Area;
- (d) to refrain from any actions which will, or are likely to:
  - (i) cause any injury or death to any person; or
  - (ii) cause any damage to any property;
- (e) not to leave any rubbish or any other property (apart from motor vehicles in the Designated Car Parking Spaces) in or on the Undercroft such as to

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interfere with the rights of any other persons to use and enjoy the benefit of the Undercroft; and

- (f) to refrain from any actions which create, or may create, a nuisance or disturbance in, or in the vicinity of, the Undercroft.

## 1.2. **Interpretation**

### **Number, gender and corporation**

Words importing the singular number include the plural and vice versa, words importing a person include a corporation and vice versa and each gender includes every other gender.

### **Jointly and severally**

Any provision of this Deed to be performed by two or more persons binds those persons jointly and each of them severally.

### **Bodies and Associations**

References to authorities, institutes, associations and bodies, whether statutory or otherwise, will in the event of any such organisation ceasing to exist, being reconstituted, renamed or replaced or the powers or functions or any such organisation being transferred to any other organisation, be deemed to refer respectively to the organisation established or constituted in lieu of any such organisation.

### **Statutes and Regulations**

Reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance.

### **Parties**

Except where otherwise expressly stated to the contrary, a reference to a party includes any administrator, successor or permitted assignee of a party.

### **Headings and Parts**

Headings and any marginal notes have been inserted for convenience only and do not in any way limit or govern the construction of the terms of this Deed. Each numbered section is a Part as specified in the Table of Contents.

### **Monthly, Yearly and Quarterly**

A reference to month and year means respectively calendar month and calendar year. A reference to a quarter means each consecutive 3 month period commencing on the Commencing Date.

### **Entire Agreement**

This Deed constitutes the entire agreement of the parties on everything connected with the subject matter of this Deed and supersedes all prior agreements, understandings and negotiations in relation to those matters.

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## **Business Days**

Where under or pursuant to the Deed the day on or by which any act, matter or thing is to be done is a Saturday, Sunday or public holiday in the city or town in which the License Area are situated, such act, matter or thing may be done on the next succeeding day which is not a Saturday, Sunday or public holiday.

## **Include**

The word include (in any form) when introducing one or more specific items does not limit the meaning of the general words to those items or to items of a similar kind.

## **Rule of Construction**

In the interpretation of this Deed no rule of construction applies to the disadvantage of one party on the basis that that party put forward this Deed.

## **Severance**

If a term of this Deed is or becomes wholly or partly void, voidable, or unenforceable the Council may sever the offending term without affecting the enforceability or validity of the remainder of the Deed.

## **Notices etc**

Any notices, notification, nomination, request, demand, authorisation, agreement, approval or consent must be in writing and will be properly executed if signed by an officer, manager or solicitor of the party giving it.

## **Service**

A document may be served by leaving it at or sending it by pre-paid post to the relevant officer or manager at the address of the party set out in this Deed or such other address subsequently notified. A document sent by post will be deemed to be delivered at the time when it would be delivered in the ordinary course of post.

## **Further Assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees, agents and contractors, does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this Deed and the rights and obligations of the parties under it.

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## **2. ACCESS TO THE AVENUE**

- 2.1. The Trust grants Council a licence to use the Access Area as a public right of way to allow for any person pedestrian and vehicle access (including with animals and personal property) at all times (**Access Area Licence**).
- 2.2. The Access Area Licence commences on the date of the Commencement of the Operation of Stage 2 and ends on the earlier of:
  - (a) the expiration of the Development Consent (including any modification of the Development Consent);

- 
- (b) 10 years after the commencement of the Access Area Licence; and
  - (c) the date on which the School ceases to operate at the School Site,

**(Access Area Licence Term).**

- 2.3. If Council continues to use the Access Area as a public right of way after the end of the Access Area Licence Term without objection from the Trust then:
  - (a) Council has the benefit of this use of the Access Area as a monthly licence which either party may end by giving not less than one months' notice expiring on any day; and
  - (b) This licence will be on the same terms as the Access Area Licence so far as they apply to a periodic licence.

### **3. UNDERCROFT PARKING**

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- 3.1. 211PH grants Council a licence for Undercroft Associated Persons to access the Undercroft and park up to 10 vehicles in the Designated Car Parking Spaces outside of School Hours on weekdays and at all times during weekends (**Undercroft Licence**).
- 3.2. 211PH warrants that the Undercroft Licence has been granted pursuant to the School Lease with the consent of the Trust as lessor. The Trust confirms that it has consented to the grant of the Undercroft Licence as a licence by 211PH under the School Lease.
- 3.3. Council will use its best endeavours to ensure that all Undercroft Associated Persons comply with the Undercroft Obligations in accessing and parking vehicles in the Undercroft.
- 3.4. The Undercroft Licence commences on the Date of the Commencement of the Operation of Stage 2 and ends on the date on which the School ceases to operate from the School Site.
- 3.5. Council acknowledges and agrees that its access and use of the Undercroft under the Undercroft Licence is at the risk of Council.
- 3.6. Council cannot make a claim against 211PH and releases 211PH from and indemnifies it against all claims for breaches of statutory duty, loss, injury or death by any person which:
  - (a) arise from the use of the Undercroft by the Undercroft Associated Persons pursuant to the Undercroft Licence; and/or
  - (b) arise from a breach of the Undercroft Obligations by the Undercroft Associated Persons,except to the extent that it is caused by the act or omission or negligence of 211PH or their employees, agents or contractors.
- 3.7. Council cannot make a claim against the Trust and releases the Trust from and indemnifies it against all claims for breaches of statutory duty, loss, injury or death by any person which:

- 
- (a) arise from the use of the Undercroft by the Undercroft Associated Persons pursuant to the Undercroft Licence; and/or
  - (b) arise from a breach of the Undercroft Obligations by the Undercroft Associated Persons,

except to the extent that it is caused by the act or omission or negligence of the Trust or their employees, agents or contractors.

#### **4. UNDERCROFT DRIVEWAY ACCESS AREA**

---

- 4.1. The Trust grants Council a licence for Undercroft Associated Persons for pedestrian and vehicle access to use the Undercroft Driveway Access Area for access to the Undercroft outside of School Hours on weekdays and at all times during weekends (**Undercroft Driveway Access Area Licence**).
- 4.2. Council will use its best endeavours to ensure that all Undercroft Associated Persons comply with the Undercroft Obligations in using the Undercroft Driveway Access Area.
- 4.3. The Undercroft Driveway Access Area Licence commences on the Date of the Commencement of the Operation of Stage 2 and ends on the earlier of:
  - (a) the expiration of the Development Consent (including any modification of the Development Consent);
  - (b) 10 years after the commencement of the Undercroft Driveway Access Area Licence; and
  - (c) the date on which the School ceases to operate at the School Site,**(Undercroft Driveway Access Area Licence Term)**.
- 4.4. If Council continues to use the Undercroft Driveway Access Area to access the Undercroft after the end of the Undercroft Driveway Access Area Licence Term without objection from the Trust then:
  - (a) Council will have a licence for the use of the Undercroft Driveway Access Area as a monthly licence which either party may end by giving not less than one months' notice expiring on any day; and
  - (b) that licence will be on the same terms as the Undercroft Driveway Access Area Licence so far as they apply to a periodic licence (and without limitation the provisions of clauses 4.2, 4.5 and 4.6 shall apply to that licence).
- 4.5. Council acknowledges and agrees that its access and use of the Undercroft Driveway Access Area under the Undercroft Driveway Access Area Licence is at the risk of Council.
- 4.6. Council cannot make a claim against the Trust and releases the Trust from and indemnifies it against all claims for breaches of statutory duty, loss, injury or death:
  - (a) which arise from the use of the Undercroft Driveway Access Area by the Undercroft Associated Persons pursuant to the Undercroft Driveway Access Area Licence; and

- 
- (b) which arise from a breach of the Undercroft Obligations by the Undercroft Associated Persons in using the Undercroft Driveway Access Area,

except to the extent that it is caused by the act or omission or negligence of the Trust or their employees, agents or contractors.

## **5. ACCESS TO PARKING SPACES ON THE AVENUE**

---

- 5.1. The Trust grants Council a licence to use the Five Car Parking Spaces as a public parking area at all times other than the following:
  - (a) 7am to 9.15am on each weekday on which the School operates during each school term; and
  - (b) 2.30pm to 6.00pm on each weekday on which the School operates during each school term,

### **(Parking Spaces Licence).**

- 5.2. The Parking Spaces Licence commences on the date of the Commencement of the Operation of Stage 2 and ends on the earlier of:
  - (a) the expiration of the Development Consent (including any modification of the Development Consent);
  - (b) 10 years after the commencement of the Parking Spaces Licence; and
  - (c) the date the School ceases to operate at the School Site.
- 5.3. If Council continues to use the Five Car Parking Spaces after the end of the Parking Spaces Licence without objection from the Trust then:
  - (a) Council has the benefit of this use of the Five Parking Spaces Licence as a monthly licence which either party may end by giving not less than one months' notice expiring on any day; and
  - (b) this licence will be on the same terms as the Parking Spaces Licence so far as they apply to a periodic licence.

## **6. SIGNAGE AND COMPLIANCE**

---

### **6.1. Consultation concerning Signage and Notices**

The Council, the Applicant and the Trust will consult with each other with respect to the erection of appropriate signage in The Avenue for the Access Area Licence including for safety and the use of the Five Car Parking Spaces..

### **6.2. Design, Construction and Erection of Signage and Issue of Notices**

Following the consultation under **clause 6.1**, the Council will assume the responsibility for the design, construction and erection of the appropriate signage and the issue of notices in order to give notice of, and give effect to, the matters set out in **clause 6.1**.

### **6.3. Applicant to bear Costs**

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The Applicant must bear the Costs incurred by the Council in implementing the provisions of **clause 6.2**.

## **7. DEVELOPMENT CONSENT**

---

- 7.1. Council and the Trust acknowledge and agree that the Access Area Licence satisfies the obligations of the Applicant under the Development Consent condition E24 clause (a).
- 7.2. Council and the Trust acknowledge and agree that the access and use of the Undercroft under the Undercroft Licence and the Undercroft Driveway Access Area Licence satisfies the obligations of the Applicant under the Development Consent condition E24 clause (b).
- 7.3. Council and the Trust acknowledge and agree that the Parking Spaces Licence satisfies the obligations of the Applicant under the Development Consent condition E24 clause (c).

## **8. CO-OPERATION OF PARTIES**

---

Each of the parties respectively covenant with each other to:

- (a) consult with each other; and
- (b) cooperate with each other,

with respect to the performance of their respective covenants of obligations within this Deed such as to ensure, so far as possible, the objectives of this Deed are achieved and the provisions of the Deed are implemented, properly, economically and in a manner that does not adversely affect the intentions of the respective parties.

## **9. COSTS AND EXPENSES**

---

### **9.1. Documentation Costs**

The Applicant must pay to Council (or as Council **directs**) **Council's** reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, carrying into effect and finalisation of this Deed within 7 days of receiving a tax invoice for these costs.

### **9.2. Other Costs**

The Applicant **must pay Council's** reasonable costs of enforcing this Deed within 7 days of receiving a tax invoice for these costs.

## **10. GST**

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### **10.1. Payments exclude GST**

Any payments under this Deed do not (unless otherwise expressly stated) include GST.

---

10.2. **Recipient to pay GST**

If a supply made under this Deed is subject to GST, the recipient of the supply must pay to the supplier an additional amount equal to the GST payable in respect of that supply at the prevailing GST rate.

10.3. **Payment of GST**

The GST amount is payable at the same time and in the same manner as the consideration for the supply to which the GST amount relates.

10.4. **Tax Invoice**

A party's **right to payment** of the GST amount is subject to a valid tax invoice being delivered to the party who is the recipient of the taxable supply.

10.5. **Reimbursement**

To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

---

**11. DISPUTE RESOLUTION**

---

11.1. This clause applies to any dispute arising in connection with this Deed (**Dispute**)

11.2. A Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute ("**Dispute Notice**").

11.3. If a Dispute Notice is given under **clause 11.2**, the Parties are to meet within 14 days of the service of the notice in an attempt to resolve the Dispute.

11.4. If the Dispute is not resolved within 14 days of the date of service of the Dispute Notice, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.

11.5. If the Dispute is not resolved by mediation within 42 days of the date of the service of the Dispute Notice, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

11.6. Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.

11.7. The Parties are to share equally the costs of the President, the mediator, and the mediation

11.8. This clause does not prevent a party seeking to enforce its rights under this Deed at any time.

---

## 12. NOTICES

---

### 12.1. Service of notices

Any notice given under or in connection with this Deed:

- (a) must be in writing and signed by a person duly authorised by the sender; and
- (b) must be delivered to the intended recipient by hand, or by prepaid post to the Address nominated below, or at an updated Address notified by the intended recipient to the sender after the date of this Deed:

#### **Council**

Name Willoughby City Council  
Attention The Chief Executive Officer  
Address Level 4, 31 Victor Street, Chatswood NSW 2067

#### **Applicant**

Name AACCT Limited ACN 639 511 390  
Attention Ernest Chunge  
Address 13 The Mall, Warrimoo NSW 2774

#### **211PH**

Name 211 Pacific Highway Pty Ltd  
Attention Ernest Chunge  
Address 13 The Mall, Warrimoo NSW 2774

#### **Trust**

Name Northern Metropolitan Cemeteries Land Manager  
Attention David Ham  
Address Corner Delhi and Plassey Roads, North Ryde NSW 2113

### 12.2. Effective on receipt

A notice given in accordance with **clause 12.1** takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia),

but if the delivery or receipt is not on a Business Day or is after 5.00 pm on a Business Day, the Notice is taken to be received at 9.00 am on the next Business Day.

---

## 13. GENERAL

---

### 13.1. Laws and Jurisdiction

This Deed is governed by the Laws in force in New South Wales. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Deed.

### 13.2. Joint and Several Liability

Every covenant or provision in this Deed applying to or binding, or a right conferred on, more than one person will bind or benefit each of them jointly and severally.

### 13.3. Amendment

This Deed may only be amended, varied or supplemented in writing signed by the parties.

### 13.4. Assignment

Neither party may assign its rights under this Deed without the prior consent of the other party.

### 13.5. Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

### 13.6. No Merger

Any right or obligation of any party that is intended to operate or have effect on or after the completion or termination of this Deed (as the case may be) for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

### 13.7. Government Information (Public Access) Act 2009 (NSW)

If a party (**Recipient**) receives a request pursuant to the *Government Information (Public Access) Act 2009* which requires the Recipient to disclose information or documents relating to:

- (a) this Deed; or
- (b) any transaction related to or contemplated by this Deed,

prior to responding to the request the Recipient must notify the other party of the request.

### 13.8. No restriction on Council's powers

This Deed or anything done under this Deed:

- 
- (a) is not to be taken as approval or consent by Council as a regulatory authority; and
  - (b) does not in any way inhibit, deter or prejudice Council in the proper exercise of its functions, duties or powers,

pursuant to any legislation including the *Environmental Planning and Assessment Act 1979*, the *Roads Act 1993* and the *Local Government Act 1993*.

---

## 14. APPENDIX

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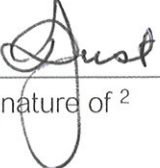
Paragraphs E24 to E26 of the DC provides:

***"Public Access – carparking***


- E24. *Prior to the commencement of the operation of Stage 2, the Applicant must establish a legally binding public right-of-way (ROW) with Council for:*
- (a) pedestrian and vehicle access to the section of The Avenue in the immediate vicinity of the Site at all times;*
  - (b) access to the 10 car spaces in the under-croft of the existing building on the Site by officials or ground staff associated with Gore Hill Park outside school hours (after 6pm) on weekdays and at all times during weekends; and*
  - (c) public access to the five car parking spaces in the drop-off / pick-up zone in The Avenue at all times except for the nominated school drop-off / pick-up times during weekdays of the school term.*
- E25. *Full details of the operation of this arrangement are to be included in the legally binding agreement and submitted to Council for approval. Evidence of the documents as approved by Council are to be provided to the Certifier and the Planning Secretary.*
- E26. *The legally binding agreement and the establishment of public ROW, safety measures and directional signage, is to be at the cost of the Applicant.*

**Executed as an Deed**

**Signed** for and on behalf of **Willoughby City Council** ABN 47 974 826 099 by its authorised delegate in accordance with a resolution of the Council dated on **9 / 11 / 2021**<sup>1</sup> by:

  
\_\_\_\_\_  
Signature of <sup>2</sup>

**DEBRA KAY JUST**  
\_\_\_\_\_  
Chief Executive Officer

  
\_\_\_\_\_  
Signature of Witness

**LAURA ISABEL JOYNSON**  
\_\_\_\_\_  
Full name of Witness

**Executed by AACCT Limited ACN 639 511 390** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

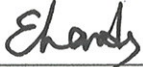
  
\_\_\_\_\_  
Signature of Director

**Elissa Hardy**  
\_\_\_\_\_  
Full name (print)

  
\_\_\_\_\_  
Signature of Director/Company Secretary

**Peter Jamieson**  
\_\_\_\_\_  
Full name (print)

**Executed by 211 PACIFIC HIGHWAY PTY LTD (ACN 115 065 720** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
Signature of Director

**Elissa Hardy**  
\_\_\_\_\_  
Full name (print)

  
\_\_\_\_\_  
Signature of Director/Company Secretary

**Peter Jamieson**  
\_\_\_\_\_  
Full name (print)

<sup>1</sup> Insert the date of the resolution.

<sup>2</sup> Print the full name of the person signing.

---

**Execution by the Northern Metropolitan  
Cemeteries Land Manager**

I certify that I am an eligible witness and that  
the authorised officer of the Trust/delegate  
signed this Deed in my presence



Signature of Witness

MARY McPHERSON

Full name of Witness (print)

Executed by an authorised officer of the  
Trust/a delegate of the Minister administering  
the Crown Lands Act 1989 on behalf of the  
State of New South Wales pursuant to s105  
Crown Lands Act 1989.



Signature of Delegate

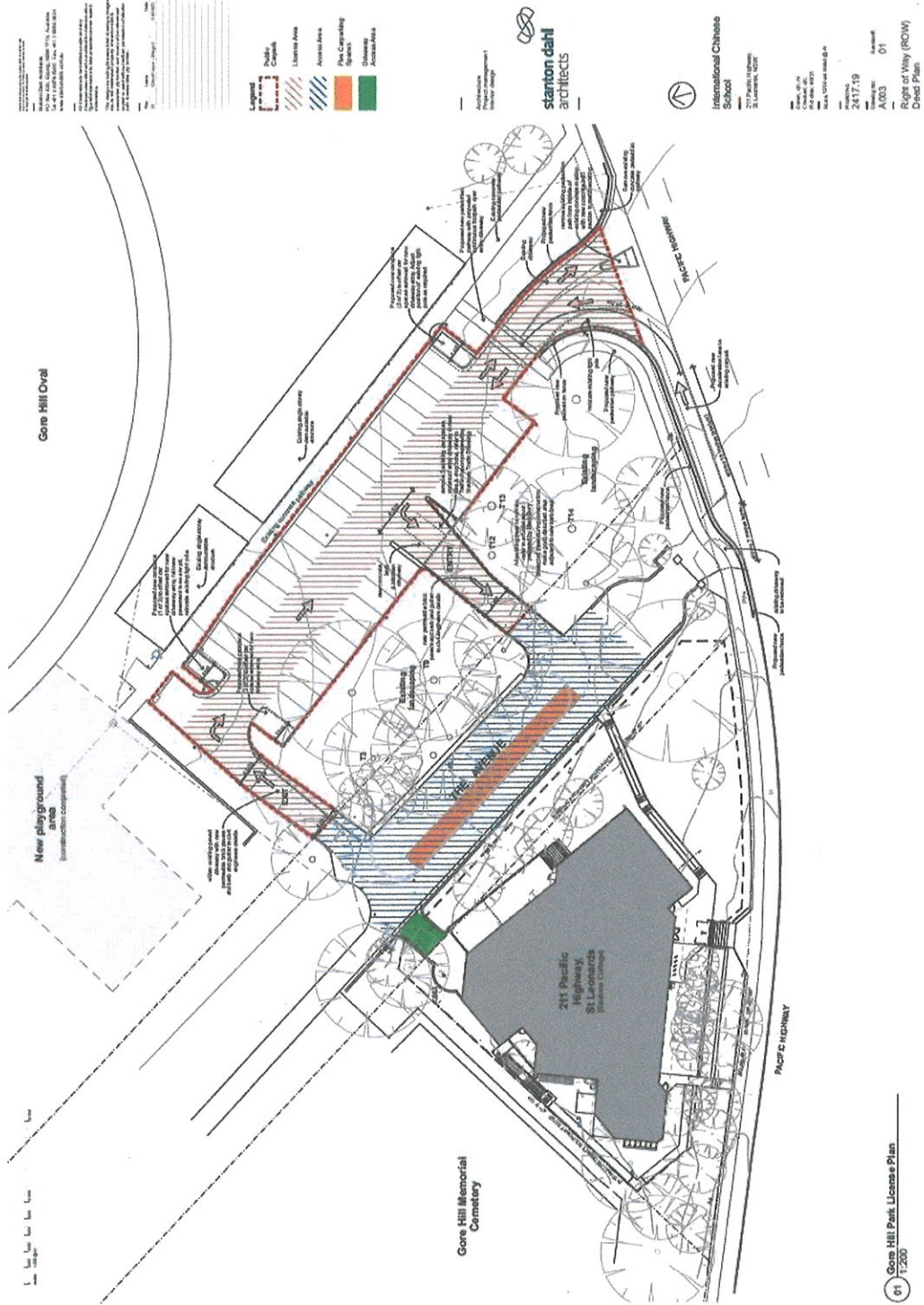
DAVID ITAM

Full name of Delegate (print)

Acting CEO

# ATTACHMENTS

## License Area Plan



*[Handwritten signature]*

*[Handwritten signature]*  
 David Hagan  
*[Handwritten signature]*  
 Peter Jamieson  
 Ehanby  
 ELISSA HARDY

01 Gons Hill Park License Plan  
 1/2020



Greg Evans &lt;greg@360certification.net&gt;

---

**Completion sign-off for 211 Pacific Highway Works**

4 messages

**Greg Evans** <greg@360certification.net>

19 December 2022 at 13:56

To: Bilal.Bouzeid@transport.nsw.gov.au

Cc: Peter Calf &lt;pcalf@pmdl.com.au&gt;, Peter Jamieson &lt;peter.jamieson@intcs.nsw.edu.au&gt;

Dear Mr Bouzeid (Bilal).

I am the principal certifier for SSD 1026, (the school) at 211 Pacific Highway.

We are planning to finalise the Final Occupation Certificate for the project today.

I understand you sent an email to Peter Jamieson on Thursday, 8 December 2022 at 6:59:14, indicating the works to the Pacific Highway were satisfactorily complete. We have a copy of this email, but generally we would receive a letter from TfNSW.

If possible, could you please confirm, via a response to this email, if TfNSW is satisfied with the works to the Pacific Highway (governed by TfNSW). Also, could you also confirm if you require any other works or documentation.

Please feel free to call me to discuss.

Regards

Greg Evans  
Director  
Registered Certifier BDC 1870  
**360 Certification**

[greg@360certification.net](mailto:greg@360certification.net)

M: 0422 688 491

**PO BOX 94 Spit Junction NSW 2088**CertificationBuilding Code ReportsFire Upgrade ReportsPerformance Solutions

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**Peter Calf** <pcalf@pmdl.com.au>

19 December 2022 at 14:11

To: Greg Evans <greg@360certification.net>  
Cc: Peter Jamieson <peter.jamieson@intcs.nsw.edu.au>

Hi Greg

We received this email from Bilal regarding the completion. I thought I had sent it to you.

Peter

Regards

**Peter Calf**

Senior Consultant

Working days - Mon, Tue, Thu and Fri

**PMDL**  ARCHITECTURE  
INTERIORS  
MASTERPLANNING SYDNEY  
MELBOURNE  
HONG KONG

P: +612 8458 5500

F: +612 8458 5555

E: [pcalf@pmdl.com.au](mailto:pcalf@pmdl.com.au)

W: [www.pmdl.com.au](http://www.pmdl.com.au)

NSW Nominated Architects:

Andrew Pender 5317 | David Morris 5865 | Vicki van Dijk 9476

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**Item 55 and 56 2952-221209-R TfNSW Opening of the slip lane at ICS St Leonards.pdf**

62K

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**Bilal Bouzeid** <Bilal.BOUZEID@transport.nsw.gov.au>

19 December 2022 at 14:24

To: Greg Evans <greg@360certification.net>

Cc: Peter Calf <pcalf@pmdl.com.au>, Peter Jamieson <peter.jamieson@intcs.nsw.edu.au>, "daniel@brs.com.au" <daniel@brs.com.au>, Ruhul Chowdhury <Ruhul.CHOWDHURY@transport.nsw.gov.au>, "tas.hatzopoulos@connectsydney.com.au" <tas.hatzopoulos@connectsydney.com.au>

Hi Greg,

Thanks for your call.

I can confirm TfNSW satisfied with the construction of the new deceleration lane at [211 Pacific Hwy, St Leonards](#) and assets that fall under our remit.

We are just waiting for Project Verifier to submit final documentation (QA, ITP's, Hold/Witness Points, WAE Plans pdf etc) and final land dedication (draft Deposited Plans and Admin sheets Ok) prior to TfNSW releasing Practical Completion Letter

Regards

**Bilal Bouzeid**

Project Engineer

Developer Works

Greater Sydney

**Transport for NSW**

M: 0439 462 926 E: [Bilal.Bouzeid@transport.nsw.gov.au](mailto:Bilal.Bouzeid@transport.nsw.gov.au)

[transport.nsw.gov.au](http://transport.nsw.gov.au)

129a Orchardleigh Street

Yennora NSW 2161



Transport  
for NSW

---

**From:** Greg Evans <[greg@360certification.net](mailto:greg@360certification.net)>  
**Sent:** Monday, 19 December 2022 1:56 PM  
**To:** Bilal Bouzeid <[Bilal.BOUZEID@transport.nsw.gov.au](mailto:Bilal.BOUZEID@transport.nsw.gov.au)>  
**Cc:** Peter Calf <[pcalf@pmdl.com.au](mailto:pcalf@pmdl.com.au)>; Peter Jamieson <[peter.jamieson@intcs.nsw.edu.au](mailto:peter.jamieson@intcs.nsw.edu.au)>  
**Subject:** Completion sign-off for [211 Pacific Highway Works](#)

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OFFICIAL

---

**Greg Evans** <greg@360certification.net>

19 December 2022 at 14:35

To: Bilal Bouzeid <Bilal.BOUZEID@transport.nsw.gov.au>

Cc: Peter Calf <pcalf@pmdl.com.au>, Peter Jamieson <peter.jamieson@intcs.nsw.edu.au>, "daniel@brs.com.au" <daniel@brs.com.au>, Ruhul Chowdhury <Ruhul.CHOWDHURY@transport.nsw.gov.au>, "tas.hatzopoulos@connectsydney.com.au" <tas.hatzopoulos@connectsydney.com.au>

Thanks Bilal, greatly appreciate the quick response.

[Quoted text hidden]

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[Quoted text hidden]

**PLANNING & INFRASTRUCTURE**

**COMPLETION CERTIFICATE  
ISSUED BY WILLOUGHBY CITY COUNCIL**

<b>DA No.</b>	<b>STG-2020/2</b>	<b>Civil Works Plan No.:</b>	C100.1, Rev 5, dated 04.06.21 C102.1, Rev 7, dated 02.09.21 C102.4, Rev 4, dated 04.06.21 C102.6, Rev 4, dated 04.06.21 C103.2, Rev 5, dated 04.06.21 C110.2, Rev 4, dated 04.06.21	C101.1, Rev 4, dated 22.06.21 C102.3, Rev 5, dated 22.06.21 C102.5, Rev 4, dated 04.06.21 C103.1, Rev 8, dated 10.08.21 C110.1, Rev 6, dated 02.09.21 C110.3, Rev 4, dated 04.06.21
<b>PROPERTY ADDRESS:</b>			211 Pacific Highway, St Leonards NSW	
<b>NAME OF APPLICANT:</b>			The Trustee for Anglo Australian Christian and Charitable Trust	
<b>ADDRESS OF APPLICANT:</b>			13 The Mall Warrimoo NSW 2774	

**TYPE OF WORKS:**

Slip/deceleration lane and associated road works and civil works on public domain as shown in the above approved plans and under SSD 10260:

1. Construction of new deceleration lane on Pacific Highway.
2. Construction of new kerb and gutter and concrete traffic island.
3. Construction of raised pedestrian crossing and concrete shared path to replace existing
4. Construction of road pavement for Pacific Highway deceleration lane
5. Construction of pedestrian fence on Pacific Highway along kerb line of the site frontage.

**211 Pacific Highway, St Leonards**

I Clare Woods (a professional being competent in the field of Civil Engineering) am satisfied that the above mentioned works, as required by Conditions F2 of SSD 10260, have generally been constructed in accordance with Council's requirements, based on the following:

- Work-As-Executed drawings prepared by Lynton Surveys dated 25.11.22
- Pre-Opening Road Safety Audit prepared by Road Safety Network dated 28.11.22
- Confirmation by TfNSW representative that works are completed in accordance with TfNSW requirements.
- Inspections by Council's Development Engineer at times during construction.

The following rectification works are to be carried out within 2 months of the date of this certificate:

- Land dedication to be registered with NSW Land Registry.
- Any other adjustments to road signage / line marking deemed necessary, if any.

This certificate of completion does not apply to any other civil works other than the works mentioned in the section above.

<p>Signature: </p> <p><b>Name &amp; Position:</b> Clare Woods Development Control Team Leader WILLOUGHBY CITY COUNCIL</p>	<p><b>Date:</b> 13 December 2022</p> <p><b>Telephone:</b> 9777 1000</p>
--	---

## Construction Completion Certificate

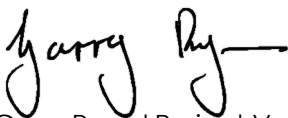
In accordance with Schedule 7 of the WAD, the following Construction Completion Certificate is provided for the works.

Date: 12 December 2022

Project: 211 Pacific Highway,

In accordance with the terms of the Works Authorisation Deed between Transport for New South Wales and the Developer with respect to the Project, for the work activities, we hereby certify that:

- (a) The Developer and its contractors have complied with and satisfied the requirements of TfNSW Quality Assurance Specification Q6;
- (b) The Developer has completed construction in accordance with the Design Documents and the Project Documents it was entitled to use for construction purposes, subject to minor defects or omissions;
- (c) The release of all Hold & Witness Points has been undertaken in accordance with the Project Documents;
- (d) All documentation relating to completed lots have been recorded and submitted to TfNSW in accordance with the Deed; and
- (e) The Works comply with the requirements of the Deed and the Project Documents.



Garry Ryan | Project Verifier  
**Barker Ryan Stewart Pty Ltd**

