

Deed Witnessing Voluntary Planning Agreement:
for the development of Land at Lennox Head being Lots 4, 5 and 7
in DP 1239938, Lot 102 in DP 1241817 and Lot 216 in DP
1017615.

**Clarence Property Corporation Limited ACN 094 710 942 in its capacity as
Responsible Entity of Westlawn Property Trust ARSN 095 611 804**

and

Ballina Shire Council

Revision #10: 8 April 2020

CM: 20/23471

Voluntary Planning Agreement

Voluntary Planning Agreement

Execution Date

Parties

Clarence Property Corporation Limited ACN 094 710 942 in its capacity as Responsible Entity of Westlawn Property Trust ARSN 095 611 804 registered office Suite 11, Tamar Village, 92 Tamar Street, Ballina NSW 2478

(Developer)

Ballina Shire Council ABN of 40 Cherry Street, Ballina NSW 2478

(Council)

Background

A. The Developer has obtained a development consent (Concept Approval MP 07_0026 MOD 5 ("the Development")) (for the development of land at Lennox Head being Lots 4, 5 and 7 in DP 1239938, Lot 102 in DP 1241817, and Lot 216 in DP 1017615 ("the Lands")).

B. Under the Concept Approval the developer has an obligation to provide various items of community infrastructure including the following – cricket nets, tennis courts, playing field amenities and a community hall (with an associated 28 car parking spaces) ("the Required Works") on land owned by Council being lot 216 in deposited plan 1017615 ("the Council land").

Plans of the Required Works are described in the Schedule and contained in Annexure A.

C. The parties have agreed to forego the provision of cricket nets and tennis courts and separate amenities and hall buildings and in lieu thereof it has been agreed that the developer will provide an enhanced sports amenities building on the Council land inclusive of toilets, change rooms, canteen space, storage areas and a meeting space and possibly to contribute towards lighting for the Epiq Lennox Head playing fields ("the Agreed Works").

Plans of the Agreed Works are described in the Schedule and contained in Annexure B.

D. The Land is within the Ballina local government area and the Ballina Local Environmental Plan 2012 applies to those lands.

E. This Agreement applies to the Development approved by Concept Approval (MP 07_0026 MOD 5)

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F. The Developer and the Council have agreed to enter into this Voluntary Planning Agreement ("the VPA") upon the terms more particularly set out hereafter.

Agreement

1. Operation and Application of this Agreement

1.1 Application

- (a) This Agreement constitutes a planning agreement within the meaning of section 7.4 of the Environmental Planning and Assessment Act 1979 and constitutes the Developer's irrevocable offer with respect to the provision of material public benefits associated with development of the Lands.
- (b) This Agreement applies to the Lands and is binding on the parties to it and on their respective heirs, successors, transferees and assignees.
- (c) This Agreement takes effect when it has been executed by both parties and will remain in force and effect until the Developer and the Council have each complied with their respective obligations under this Agreement, or the earlier date that this Agreement is terminated.
- (d) This Agreement has effect as a deed.

1.2 Capacity

Each party warrants and represents to the other that this Agreement creates legally binding and valid obligations enforceable against the relevant party in accordance with its terms.

2. Material Public Benefit to be provided under this Deed

- 2.1 The Developer agrees to carry out the Agreed Works in accordance with the requirements set out in the Schedule and as otherwise provided for in this Agreement.
- 2.2 The Developer shall forthwith seek development consent for the Agreed Works.
- 2.3 The Developer is under no obligation to deliver the material public benefits set out under this Agreement unless and until Development Consent has been granted to MP 07 0026 MOD 8 to amend the Statement of Commitments to omit the Required Works (Approvals Date).
- 2.4 The Developer is to bring the Agreed Works to Practical Completion within thirty months of the Approvals Date (Completion Date).
- 2.5 The Completion Date will be extended for each day that the carrying out of the Agreed Works is delayed for any reason outside of the reasonable control of the Developer, such as but not limited to inclement weather, strikes, hazardous diseases or government enforced shutdowns

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and natural disasters. The Developer will promptly notify Council of an extension to the Completion Date.

2.6 The material public benefit will be made on the day that Practical Completion occurs.

3. Application of Sections 7.11, 7.12 and 7.24 of the Act to the Development

This Agreement does not exclude the application of section 7.11, section 7.12 and section 7.24 of the Act to the Development.

4. Enforcement

4.1 Without limiting any other provision of this Agreement, the parties may enforce this Agreement in any Court of competent jurisdiction.

4.2 For the avoidance of doubt, nothing in this Agreement prevents:

- (a) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; or
- (b) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

5. Expert Determination on Costs

5.1 The parties shall jointly appoint a suitably qualified builder as an expert herein ("the expert"). In default of agreement, the qualified builder shall be appointed by the President of the Law Society of New South Wales.

5.2 The expert shall determine the likely reasonable cost of the Required Works referred to in Recital B being those no longer intended to be provided under the Concept Approval had they been so provided.

5.3 The expert shall determine the reasonable cost of the Agreed Works referred in Recital C inclusive of toilets, change rooms, canteen space, storage areas and a meeting space to be provided therein.

5.4 If the latter (i.e. costs per Clause 5.3) exceeds the former (i.e. costs per Clause 5.2), then Council shall pay the difference to the Developer herein.

5.5 If the former exceeds the latter then the Developer will pay the difference to the Council herein for the Council to carry out lighting works at the Epiq Lennox Head sports fields in accordance with the attached plan and specifications to the extent of the difference.

5.6 The calculation of the cost of the Required Works (as per Clause 5.2) is to be discounted as follows:

- (a) the Proposed Community Centre cost estimate is to be based on a floor area that is 9.25% less than the plans provided in the Schedule; and
- (b) the Proposed Sports Amenities Building cost estimate is to be based on a floor area that is 5.8% less than the plans provided in the Schedule.

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- 5.7 The expert's determination on all matters shall be final and binding on the parties.
- 5.8 The parties shall share equally in the costs of the expert in carrying out his or her functions herein.
- 5.9 The Council acknowledges up to 44% of the cost for the Proposed Community Centre determined as per Clause 5.2 and Clause 5.6(a) will be credited towards the contributions paid or payable under the Ballina Shire Open Space and Community Facilities Contributions Plan 2016 in association with the development. If the value of the credit exceeds the value of contributions yet to be paid then the balance will be refunded by the Council to the developer.

6. Bank Guarantees

- 6.1 The Developer has procured and given to the Council Bank Guarantees with a combined face value of \$2,720,577.60 at the time of entry into this Agreement as security for the performance of its obligations to carry out the Required Works (Old Bank Guarantees). Copies of the Old Bank Guarantees are annexed hereto.
- 6.2 On the Approvals Date and upon the provision of New Bank Guarantees with a face value of \$1,967,221 to the Council by the Developer as security for the performance of its obligations under this Agreement, the Council agrees to return the Old Bank Guarantees to the Developer. The Old Bank Guarantees are to be returned at the same time as the Developer provides the New Bank Guarantees.
- 6.3 If the Developer breaches a provision of this Agreement and fails to rectify that breach within a reasonable period (to be no less than 30 days) after written notice from Council and the process set out in clause 9 has been observed, then the Council may call for payment of money under the New Bank Guarantees and retain that money absolutely to satisfy or reimburse the Council for any liability, loss, cost, charge or expense reasonably and properly incurred by the Council because of the breach of this Agreement by the Developer.
- 6.4 Council will accept Replacement Bank Guarantees in exchange for the New Bank Guarantees upon Council inspection confirming satisfactory completion of the installation of the internal and external support structure, along with walls, conduit for electrical and plumbing, the roof frame and sheeting, gutters and insulation, to the Outstanding Value as set out in the QS Report, plus 10% of the value of the Outstanding Value as set out in the QS report, which is to be held until Practical Completion has been achieved.
- 6.5 Within 14 business days after the date that Practical Completion is achieved, the Council must return the Bank Guarantees it holds in relation to the works associated with this agreement at their then balance to the Developer.

7. Step-in Rights

- 7.1 In addition to any other security or obligation pursuant to this Agreement, the Developer agrees to allow the Council to step in and remedy any breach by the Developer in carrying out the Agreed Works pursuant to this Agreement, and to recover its costs of remedying the breach by either/or a combination of calling up and applying the security provided by the Developer to the Council or as a debt due in a Court of competent jurisdiction.
- 7.2 Council may not exercise its rights under clause 7.1 until it has provided written notice to the Developer and provided a reasonable time (to be no less than 30 days) to remedy the relevant breach of the Agreement and until the process in clause 9 has been observed, except where Council has determined that it must step in order to remedy a matter of immediate public safety concern.
- 7.3 Council may not take any action in relation to any debt said to be owed by the Developer, until such time as it has fully applied the amount held by way of the New Bank Guarantees or Replacement Bank Guarantees.

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8. Insurances and Indemnity

- 8.1 The Developer shall ensure that any and all contractors associated with the carrying out of the Agreed Works take out and keep the following insurances for the duration of the construction works and until the Developer satisfies its obligations for the carrying out of Agreed Works herein :
- (a) contract works insurance, noting the Council as an interested party, for the full replacement value of the Agreed Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees) as specified in the Schedule;
 - (b) public liability insurance for twenty million dollars (\$20m) for a single occurrence to cover the Council, the Developer and any subcontractor of the Developer for liability to any third party;
 - (c) workers compensation insurance as required by law; and
 - (d) any other insurance required by law.
- 8.2 The Developer indemnifies the Council from and against all claims that may be made, sustained, suffered, or recovered, or made against the Council arising in connection with the carrying out of the Agreed Works, except to the extent that the claim arises because of Council's negligence or default.

9. Disputes

- (a) If a party claims a dispute has arisen under this Agreement (**Claimant**) it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).
- (b) Within 28 days after receiving a Claim Notice the Respondent must notify the Claimant of its representative to negotiate the dispute.
- (c) The nominated representative must:
 - (i) meet to discuss the matter in good faith within 10 days after service by the Respondent of notice of its representative; and
 - (ii) use reasonable endeavours to resolve the dispute within 15 days after they have met.
- (d) If the dispute is not resolved within 15 days after the representatives have met, either party may give notice calling for determination of the dispute (**Dispute Notice**).
- (e) The parties agree that a dispute shall be mediated if it is the subject of a Dispute Notice, in which case:
 - (i) the parties must agree to the terms of reference of the mediation within 5 business days of the receipt of the Dispute Notice. If there is no agreement, the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
 - (ii) the Mediator will be agreed between the parties or failing agreement within 5 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;

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- (iii) the Mediator appointed pursuant to this clause 9(e) must:
 - (A) have reasonable qualifications and practical experience in the area of the dispute; and
 - (B) have no interest or duty which conflicts or may conflict with his function as mediator he being required to fully disclose any such interest or duty before his appointment;
- (iv) the mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (v) the parties must within five (5) business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (vi) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (vii) in relation to costs and expenses:
 - (A) each party will bear their own professional expert costs incurred in connection with the mediation;
 - (B) the costs of the mediator will be shared equally by the parties unless the mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.
- (f) If the dispute is not finally resolved either party is at liberty to litigate the dispute.
- (g) Each party must continue to perform its obligations under this Agreement notwithstanding the existence of a dispute.

10. Notices

- (a) Any notice, consent, information, application or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - (i) Delivered or posted to that party at its address set out below.
 - (ii) Emailed to that party at its email address set out below.

Council

Attention: The General Manager

Address: 40 Cherry Street,
BALLINA NSW 2478

Email: council@ballina.nsw.gov.au

Developer

Attention: Clarence Property Corporation Limited

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ACN 094 710 942

Address: Registered office Suite 11 Tamar Village, 92 Tamar Street

BALLINA NSW NSW 2478

Email: james.webb@clarenceproperty.com.au

- (b) If a party gives the other party 3 business days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or emailed to the latest address or email address.
- (c) Any notice, consent, information, application or request is to be treated as given or made at the following time:
 - (i) If it is delivered, when it is left at the relevant address.
 - (ii) If it is sent by post, 7 business days after it is posted.
 - (iii) If it is emailed to that party at its email address set out above upon receipt.
- (d) 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 in Ballina NSW, 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.

11. Costs

The developer shall pay fifty per cent of the Council's reasonable costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed. Fifty per cent of Council's costs incurred prior to entry into this Deed are to be paid by the Developer before or at the time of entry into this Deed, following an invoice being issued to the Developer by Council. Fifty per cent of Council's costs reasonably incurred after entry into this Deed are to be paid by the Developer within 14 days of an invoice being issued by Council to the Developer.

12. Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No party can rely on an earlier document or anything said or done by another party or by a director, officer, agent or employee of that party before this Agreement was executed except as permitted by law.

13. 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.

14. Governing Law and Jurisdiction

This 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.

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15. Joint and Individual Liability and Benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this 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.

16. No Fetter

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

17. 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.

18. Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause is to be treated as removed from this Agreement but the rest of this Agreement is not affected.

19. Modification

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

20. Waiver

The fact that a party fails to do or delays in doing something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of or breach of any 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.

21. GST

(a) Consideration does not include GST

Any consideration expressed in this Agreement is unless otherwise specified GST exclusive and does not include any amount for, or on account of, GST

(b) GST Payable

If any supply under or in connection with this Agreement constitutes a taxable supply made for GST exclusive consideration, the supplier may, subject to issuing a tax invoice, recover from the recipient of the supply an amount on account of the GST payable in respect of that taxable supply (**GST Amount**).

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The GST Amount is:

- (i) equal to the value of the supply calculated in accordance with the GST Act multiplied by the applicable GST rate; and
- (ii) payable at the same time and in the same manner as any monetary consideration for the supply concerned but no later than the end of the tax period to which the GST payable on the relevant taxable supply is attributable under the GST Act.

The supplier of a taxable supply made under or in connection with this Agreement must issue a tax invoice for the supply in accordance with the GST Act to the recipient of the supply.

(c) Reimbursement

Despite any other provision of this Agreement, any amount payable under or in connection with this Agreement, which is calculated by reference to a cost, expense or amount paid or incurred by a Party, will be reduced by an amount equal to any input tax credit to which that party, or the representative member of a GST Group of which the party is a member, is entitled in respect of that cost, expense or amount.

(d) Defined GST Terms

Words and expressions used in this clause 21 have the meaning given to them in the GST Act.

22. Definitions and Interpretation

Definitions

The terms **Agreement and Deed** are used interchangeably herein in reference to this document.

In this Agreement, unless the context otherwise requires or permits:

Agreed Works means the enhanced sports amenities building referred to in Recital C as depicted in the plans set out in the Schedule.

Approvals Date means the day after the date on which consent has been granted to MP 07_0026 MOD 8 to omit the Required Works.

Completion Date means the date by which the Agreed Works are to be brought to Practical Completion by the Developer.

Cost means a cost, charge, expense, outgoing, payment, fee or other expenditure of any kind.

Deed means this document, including all Schedules and annexures.

The Lands means land at Lennox Head being Lots 4, 5 and 7 in DP 1239938, Lot 102 in DP 1241817 and Lot 216 in DP 1017615 ("the Lands")

Occupation Certificate means an occupation certificate issued under section 6.3(1) of the Environmental Planning and Assessment Act 1979 in respect of the Agreed Works

Outstanding Value means the cost of the remaining uncompleted portion of the Agreed Works as at the completion of the milestone set out in clause 6.4 as determined by the QS Report

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Practical Completion means when an Occupation Certificate is issued for the Agreed Works and any outstanding matters set out in the certificate have been completed to Council's satisfaction.

Required Works means the cricket nets, tennis courts, playing field amenities and community hall referred to in Recital B hereof as depicted in the plans set out in the Schedule. The Required Works also include the provision of 28 car parking spaces associated with the community hall.

QS Report means a report by a suitably qualified quantity surveyor appointed jointly by the Council and the Developer confirming that the milestone in clause 6.4 has been achieved and determining the Outstanding Value.

23. General Provisions

Interpretation

In this document, unless the context otherwise requires or permits:

- (a) each of the persons and/or entities referred to as the Developer herein is bound by the terms hereof jointly and severally;
- (b) references to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- (c) references to dollars, "\$" or amounts of money mean that amount in Australian dollars (AUD\$);
- (d) the use of headings are only for convenience and do not affect interpretation and any headings are only included for ease of reference;
- (e) if the day on which any act, matter or thing is to be done under or pursuant to this document is not a business day, that act, matter or thing may be done on the next business day;
- (f) references to a party will include as the context requires the respective executors, administrators, successors and permitted assigns of that party;
- (g) references to a person includes any other entity recognised by Law;
- (h) words denoting the singular number include the plural and vice versa;
- (i) words denoting one gender include each gender;
- (j) every covenant or term applying to or binding more than one person will bind them jointly and each of them severally;
- (k) a term of this document will not be construed against a party because that party was responsible for its drafting or insisted upon its inclusion in this document;
- (l) this document is governed by the law in force in New South Wales. The parties submit to the exclusive jurisdiction of the Courts of New South Wales and any Court that may hear appeals from those Courts in respect of any proceedings in connection with this document;
- (m) references to clauses, subclauses, paragraphs, annexures and schedules are references to clauses, subclauses, paragraphs, annexures and schedules in this document;

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- (n) this document may be executed in one or more counterparts and together they will be construed as one document; and
- (o) if this document is a deed it is deemed to be signed sealed and delivered on the execution date.

24. Explanatory Note Relating to this Agreement

- 24.1 The Schedule contains the Explanatory Note relating to this Agreement required by Clause 25E of the Regulation.
- 24.2 Pursuant to Clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

25. LIMITATION OF LIABILITY

25.1 Meaning

For the purpose of this clause:

“**Assets**” includes all assets, property and rights real and personal or any nature whatsoever of the Trust.

“**Responsible Entity**” means Clarence Property Corporation Limited ACN 094 710 942 or such other party as is the responsible entity for the time being of the Trust as the term ‘responsible entity’ is defined in the Corporations Act.

“**Trust**” means Westlawn Property Trust ARSN 095 611 804.

25.2 Limitation of liability

The Council acknowledges that the Responsible Entity:

- (a) is the responsible entity and trustee of the Trust; and
- (b) has no involvement in, nor liability arising from this Agreement in its personal capacity, however if it is determined that the Responsible Entity is liable then that liability is limited to the Responsible Entity’s right of indemnity from the Assets of the Trust only except to the extent that the Responsible Entity’s indemnity is reduced as a result of the Responsible Entity’s fraud, or breach of trust.

26. Schedule

Required Works

The Required Works no longer to be provided in accordance with this agreement include cricket nets and tennis courts with an agreed combined value of \$131,753 (excl. GST) plus the works identified on plans, copies of which are annexed hereto and marked “A” as described hereafter:

- Proposed Community Centre for Epiq Estate Lennox Head Job No.4002 Issue 5 dated April 2019.
- Schedule of Finishes for Proposed Community Centre for Epiq Estate Lennox Head Job No.4002 Issue 5 dated 23 April 2019.
- Proposed Sports Amenities Building for Epiq Estate Lennox Head Job No.4002 Issue B dated April 2019.

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- Schedule of Finishes for Proposed Sports Amenities Building for Epiq Estate Lennox Head Job No.4002 Issue B dated 23 April 2019.

Agreed Works

The Agreed Works shall be carried out in a proper and workmanlike manner and wholly in accordance with the plans, copies of which are annexed hereto and marked "B".

Plans of the Agreed Works are contained in Annexure B as described hereafter:

- Proposed Community Centre & Sports Amenities Epiq Estate Lennox Head Job No.4002 Issue 5 dated April 2019.
- Schedule of Finishes for Proposed Community Centre & Sports Amenities for Epiq Estate Lennox Head Job No.4002 Issue 5 dated 23 April 2019.

Lighting Works

Plans of the lighting works to which any monies owing to the Council will be applied, to the extent required by clause 5.5, are annexed hereto and marked "C" as described hereafter:

Ballina Sports Lighting Upgrade 2019-Hutley Dr dated 04 February 2019.

Explanatory Note (pursuant to clause 25E of the Environmental Planning and Assessment Regulation 2000)

Planning Agreement

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

Parties

Ballina Shire Council ABN 53 929 887 369 of PO Box 450 Ballina NSW 2478

Clarence Property Corporation Limited ACN 094 710 942 of registered office Unit 2, 75 Tamar Street, Ballina NSW 2478

Description of Land to which this Draft Planning Agreement applies:

Lots 4, 5 and 7 in DP 1239938
Lot 102 in DP 1241817
Lot 216 in DP 1017615

Description of Proposed Change to Environmental Planning Instrument/Development Application

The Developer is to obtain an amendment to Concept Approval MP 07_0026 MOD 5 or separate development approval to deliver the works described in this agreement.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Objective of the Planning Agreement is to provide for improved community infrastructure associated with the development of the land with respect to community needs.

Assessment of the Merits of the Planning Agreement

The Planning Purposes Served by the Planning Agreement

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Through the provision of improved community amenities, the Planning Agreement reasonably provides for the achievement of the following planning purposes:

- to promote the orderly and economic use and development of land to which the agreement relates.
- to promote good design and amenity of the built environment.

How the Planning Agreement Promotes the Public Interest

Facilitates the provision (or the recoupment of the cost of providing) public amenities or public services.

For Planning Authorities:

Councils - How the Planning Agreement promotes the Council's Charter

The Planning Agreement, by making provision for the delivery of improved community infrastructure, benefits the wider community and promotes the following elements of the Council's Charter:

- to provide directly or on behalf of other levels of Government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively

Whether the Planning Agreement conforms with Council's Works Program

The Planning Proposal aligns with intended works in the Epiq development area and does not conflict with Council's Capital Works Program.

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Signing Page

Executed as a deed

Signed sealed and delivered by Clarence Property Corporation Limited ACN 094 710 942 in its capacity as Responsible Entity of Westlawn Property Trust ARSN 095 611 804 in accordance with section 127 of the Corporations Act 2001:

Signature of director

Peter Nicholas Fahey
PETER NICHOLAS FAHEY
(Print) Full Name

Signature of director/secretary

Paul James Rippon
PAUL JAMES RIPPON

Signed for and on behalf of Ballina Shire Council in the presence of:

Signature of witness

(Print) Full name

Signature of Mayor

(Print) Full name

Signature of witness

(Print) Full name

Signature of General Manager

(Print) Full name

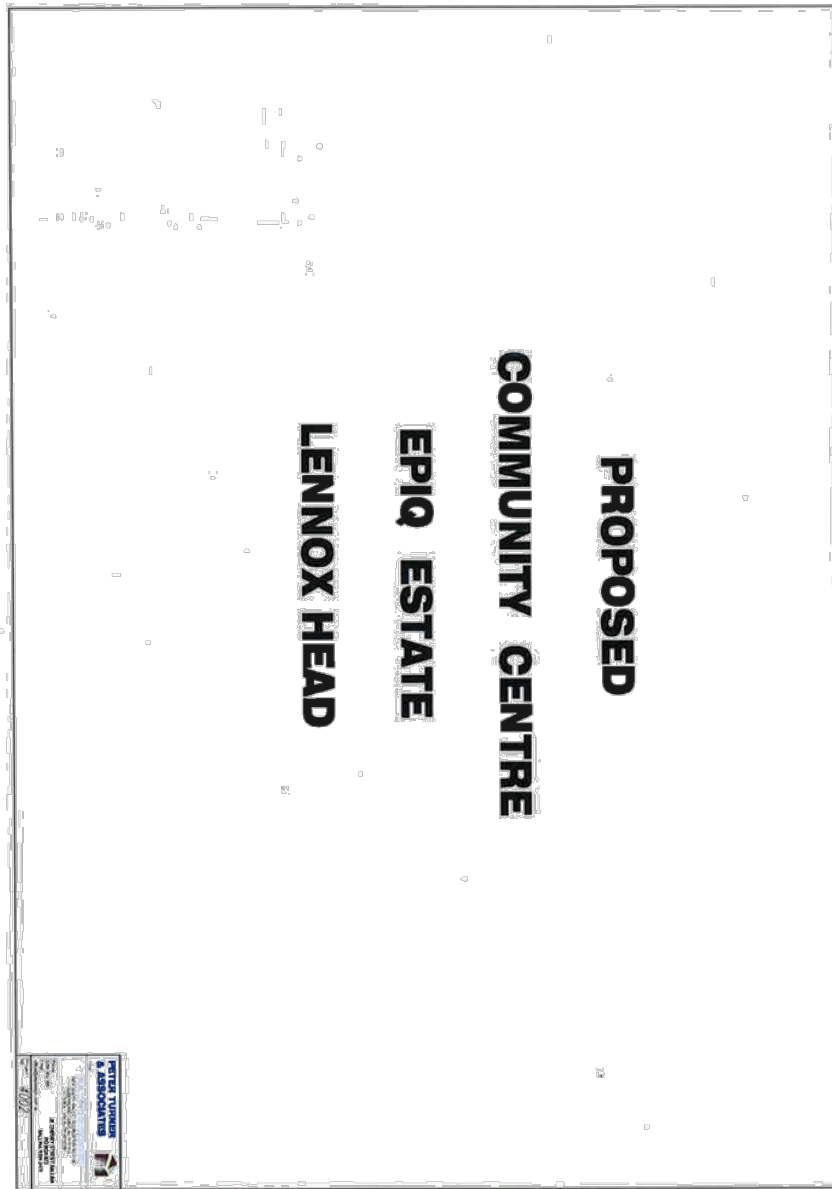
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Voluntary Planning Agreement – Annexure A

Annexure A - The Required Works

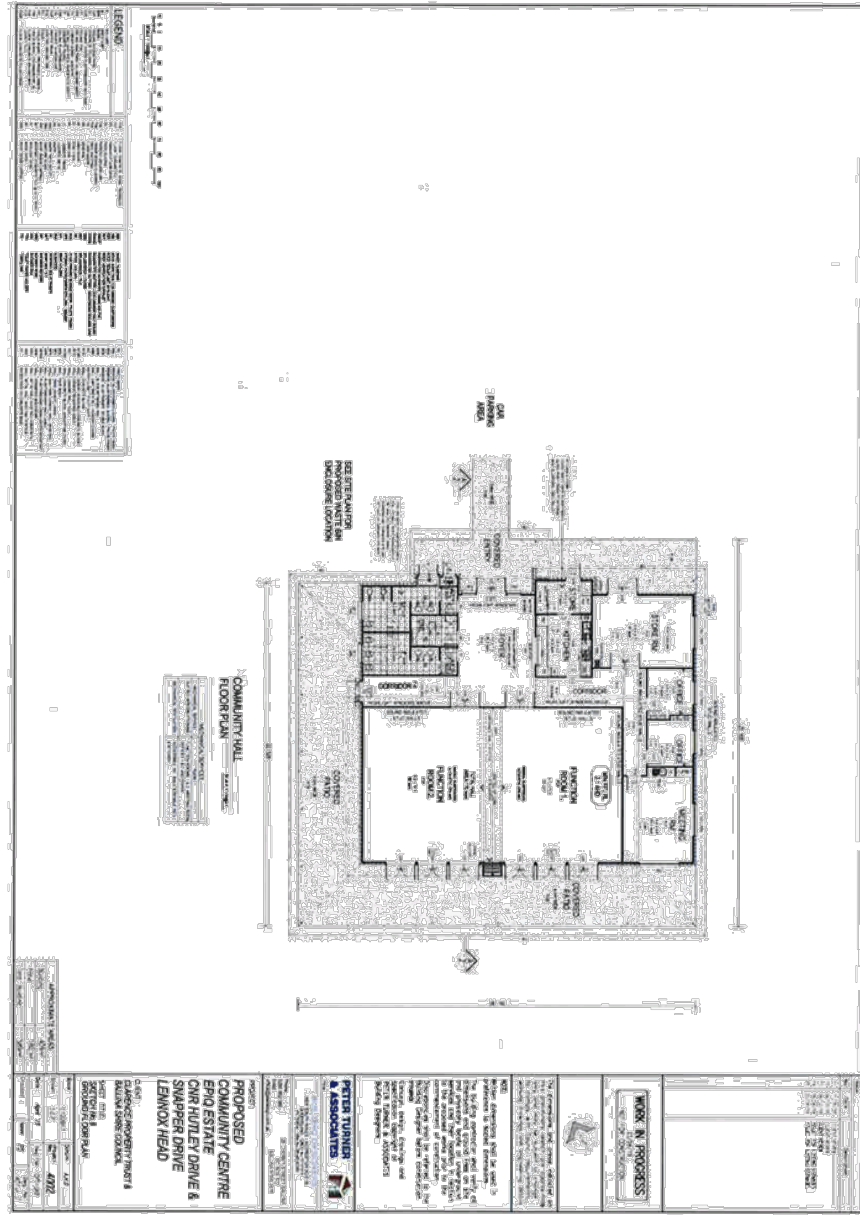


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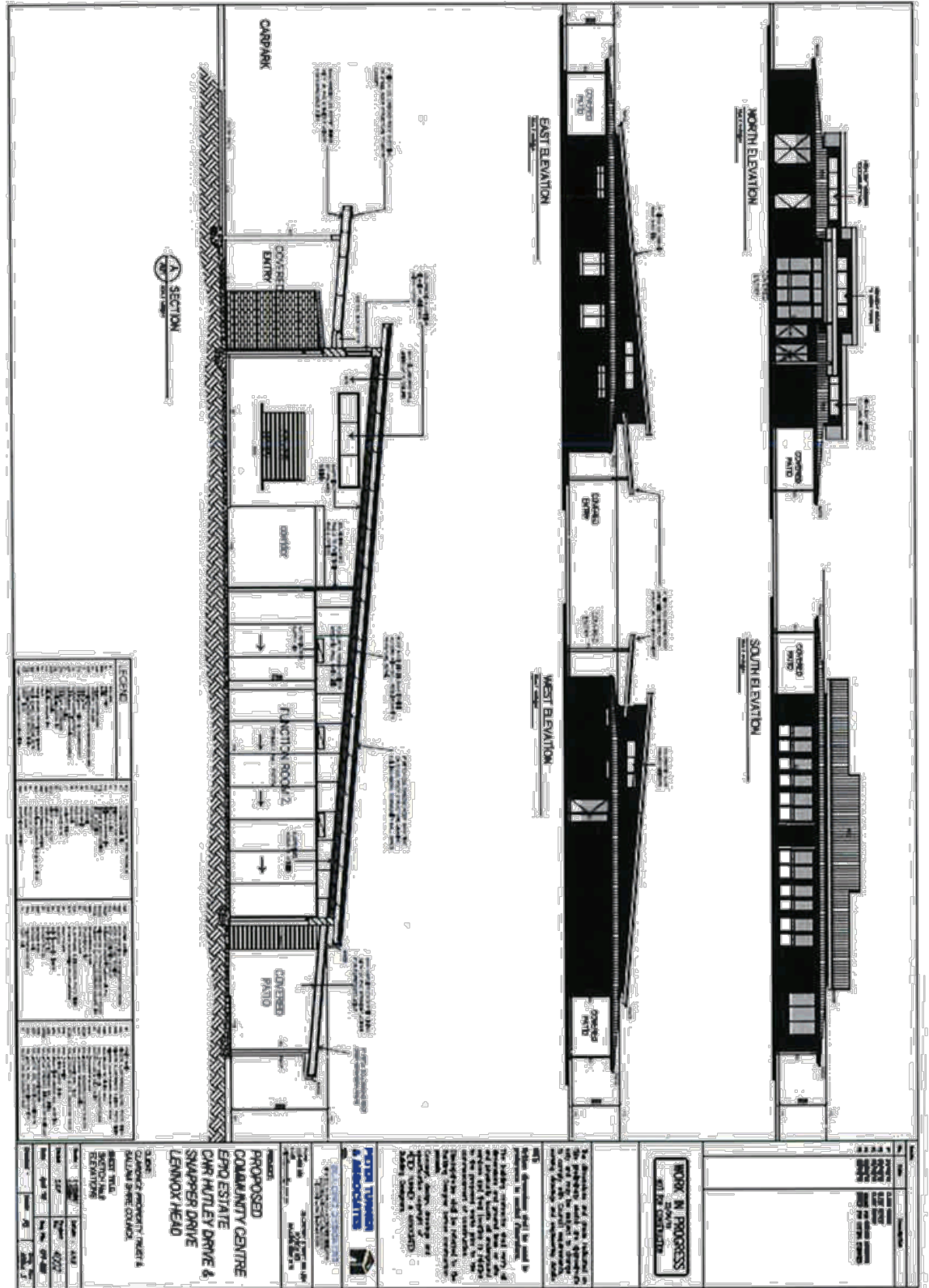
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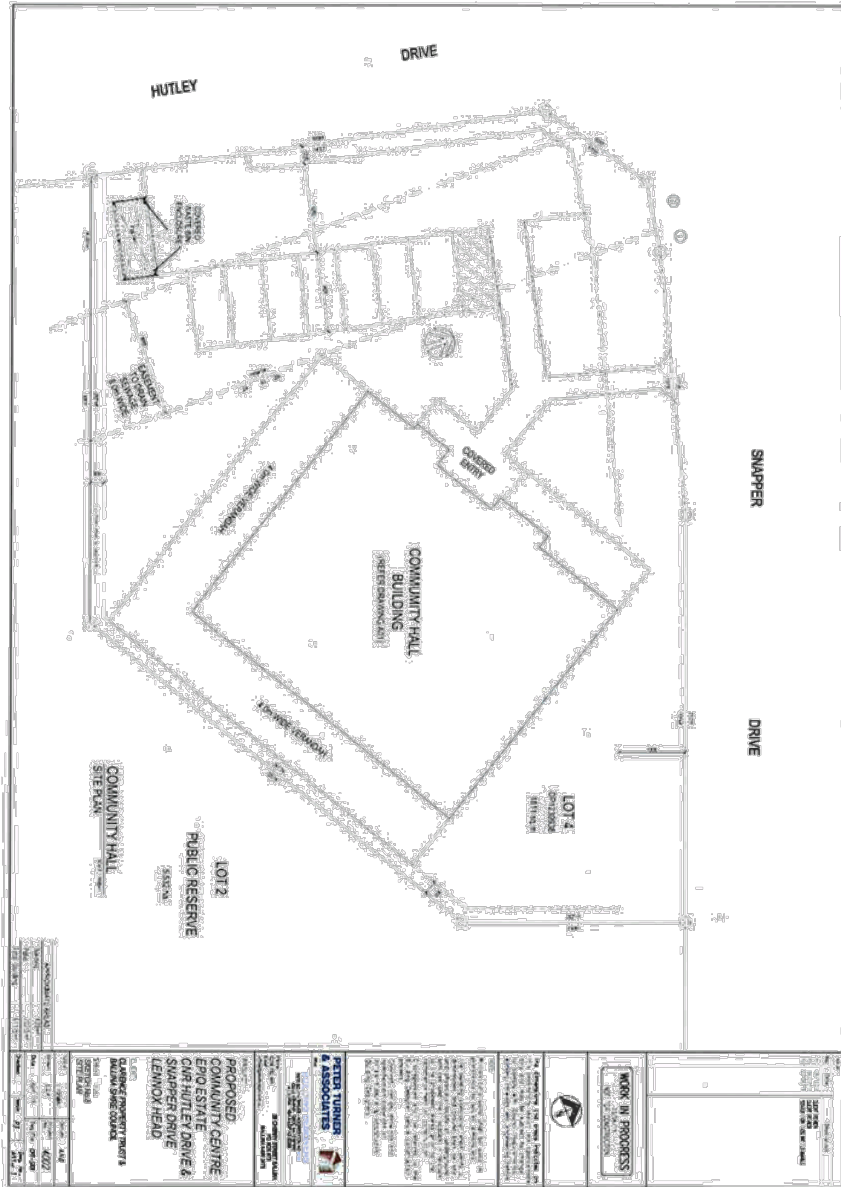


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Voluntary Planning Agreement – Annexure A



Voluntary Planning Agreement – Annexure A



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Voluntary Planning Agreement – Annexure A


SCHEDULE OF FINISHES

FOR

**PROPOSED
COMMUNITY CENTRE**

FOR

**EPIQ ESTATE
LENNOX HEAD**



PETER TURNER & ASSOCIATES
BUILDING DESIGNERS

Job No. 4002 23 rd April 2019 Issue: 01	First Floor, 28 Cherry Street Ballina PO Box 872, Ballina NSW 2478 Tel: 02 66862665 info@ptadesign.com.au
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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates SCHEDULE OF FINISHES

1 SCHEDULE OF EXTERNAL FINISHES

COMMUNITY CENTRE

LOCATION	BASE MATERIAL	FINISH
External Walls	Face Brickwork to 1.8m AFFL	Face Brickwork
External Walls	Colorbond Custom Orb from 1.8m AFFL	Colorbond Ultra
Exposed Structural Steel	Galvanised Steel	Galvanised Steel
Eaves Lining	6mm Hardiepak Lining	Paint
Roof Sheetting	Colorbond Custom Orb	Colorbond Ultra
Box Gutters	Stainless Steel	Stainless Steel
Eaves Gutting	Metal	Colorbond
Downpipes	Metal	Colorbond
External Paths & Patios	Concrete	Broom Finish

2 SCHEDULE OF INTERNAL FINISHES

COMMUNITY CENTRE

LOCATION	AREA SURFACE	BASE MATERIAL	FINISH
MSB	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Steel Trowel
	Door D01 - 2x620x2040x45	Timber	Paint
Fire Hose Reel Cupboard	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Steel Trowel
Foyer	Door D02 - 820x2040x45	Solid Core Timber	Gloss Paint
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	13mm Plasterboard	Paint
	Cornice	Shadowline	Prefinish
	Walls	9mm Villaboard	Paint
	Floor	Concrete	Carpet Tiles
	Skirting	Aluminium	Prefinish
	Highlight Window Frames	Aluminium	Duratec Powdercoat
	Highlight Window Trims	Set 10mm Plasterboard	Paint
	Doors D03, D10 & D11	Glass/Aluminium	Duratec Powdercoat
Door Frames	Aluminium	Duratec Powdercoat	
Airlock 1	Ceiling	9mm Villaboard	Paint
	Cornice	Shadowline	Prefinish
	Walls/Skirting	9mm Villaboard	Full Height Tiles
	Floor	Concrete	Tiles
	Door D04 - 820x2340x45	Solid Core Timber	Gloss Paint
	Door D04 Door Grill - 450h x 600w	Aluminium	Clear Anodised
Door Frame	Aluminium	Clear Anodised	

4621 - Proposed Community Centre
Epig Estate Leases Head

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Male Amenities	Ceiling	9mm Villaboard	Paint
	Cornice	Shadowline	Prefinish
	Walls/Skirting	9mm Villaboard	Full Height Tiles
	Wall Vanity Splash Back	9mm Villaboard	Tiles
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	9mm Villaboard	Tiles
	Door D05 820x2340x45	Solid Core Timber	Gloss Paint
	Door D05 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Aluminium	Clear Anodised
	Partition Wall	Laminex	Prefinish
	Partition Door	Laminex	Prefinish
	Vanity top	Laminex Compact	Prefinish
Unisex Accessible WC	Ceiling	9mm Villaboard	Paint
	Cornice	Shadowline	Prefinish
	Walls/Skirting	9mm Villaboard	Full Height Tiles
	Wall Vanity Splash Back	9mm Villaboard	Tiles
	Floor	Concrete	Tiles
	Door D06 820x2340x45	Solid Core Timber	Gloss Paint
	Door D06 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Aluminium	Clear Anodised
Airlock 2	Ceiling	9mm Villaboard	Paint
	Cornice	Shadowline	Prefinish
	Walls/Skirting	9mm Villaboard	Full Height Tiles
	Floor	Concrete	Tiles
	Door D07 820x2340x45	Solid Core Timber	Gloss Paint
Female Amenities	Ceiling	9mm Villaboard	Paint
	Cornice	Shadowline	Prefinish
	Walls/Skirting	9mm Villaboard	Full Height Tiles
	Wall Vanity Splash Back	9mm Villaboard	Tiles
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	9mm Villaboard	Tiles
	Door D08 820x2340x45	Solid Core Timber	Gloss Paint
	Door D08 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Aluminium	Clear Anodised
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
Vanity top	Laminex Compact	Prefinish	

4400 - Proposed Community Centre,
Epig Estate Lismore Hill

22nd April 2020
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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates

SCHEDULE OF FINISHES

LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH
Corridors	Ceiling	13mm Plasterboard	Paint
	Cornice	Shadowline	Pretinsh
	Walls	9mm Virlaboard	Paint
	Floor	Concrete	Polished Concrete
	Skirting	Aluminium	Clear Anodised
	Door D09 1x920x2340x45 1x450x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Aluminium	Pretinsh
Kitchen	Ceiling	9mm Virlaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	9mm Virlaboard	Paint
	Wall Splashback	9mm Virlaboard	Stainless Steel
	Floor	Concrete	Vinyl
	Skirting	9mm Virlaboard	Coved Vinyl
	Door D12 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D12 Frame	Aluminium	Pretinsh
	Door D13 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D13 Frame	Timber Cavity Slider	Gloss Paint
	Roller Door HU01	Colorbond	Pretinsh
Kitchen Store Room	Ceiling	9mm Virlaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	9mm Virlaboard	Paint
	Floor	Concrete	Vinyl
	Skirting	9mm Virlaboard	Coved Vinyl
	Door D14 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Galvanised Steel	Gloss Paint
Storage Room	Ceiling	9mm Virlaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	9mm Virlaboard	Paint
	Floor	Concrete	Steel Trowel
	Skirting	Timber	Gloss Paint
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	Timber	Gloss Paint
	Door D15 2x 920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Aluminium	Clear Anodised
	Door D15 2x 920x2340x45	Solid Core Timber	Gloss Paint

4800 - Proposed Community Centre
Epig Estate Levees Head

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Office 1	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	Plasterboard	Paint
	Cornice	Shadowline	Prefinish
	Walls	9mm Villaboard	Paint
	Floor	Concrete	Carpet Tiles
	Skirting	Aluminium	Clear Anodised
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	9mm Villaboard	Paint
	Door D17 920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Aluminium	Clear Anodised
	Shelves	Laminex	Prefinish
Office 2	Ceiling	Plasterboard	Paint
	Cornice	Shadowline	Prefinish
	Walls	9mm Villaboard	Paint
	Floor	Concrete	Carpet Tiles
	Skirting	Aluminium	Clear Anodised
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	9mm Villaboard	Paint
	Door D18 920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Aluminium	Clear Anodised
	Shelves	Laminex	Prefinish
	Meeting Room	Ceiling	Plasterboard
Cornice		Shadowline	Prefinish
Walls		9mm Villaboard	Paint
Floor		Concrete	Carpet Tiles
Skirting		Aluminium	Clear Anodised
Window Frames		Aluminium	Duratec Powdercoat
Window Trims		Window Trim	9mm Villaboard
Door D19		Solid Core Timber	Gloss Paint
Door Frame		Aluminium	Clear Anodised
Cupboard & Bench		Laminex	Prefinish
Splashback		9mm Villaboard	Tile
Function Hall	Ceiling	Acoustic Ceiling equal to Gyprock Gyplone	Paint
	Cornice	Shadowline	Prefinish
	Walls	9mm Villaboard to 2.7m. Supawood acoustic plywood from 2.7m to ceiling level	Paint
	Sound Insulation to Walls	Autex Greenstuff	
	Floor	Concrete	Carpet Tiles
	Skirting	Aluminium	Prefinish
	Highlight Window Frames	Aluminium	Duratec Powdercoat
	Highlight Window Trims	Villaboard	Paint
	Doors D20, D21, D22, D23, D24 & D25	Glass/Aluminium	Prefinish
	Door Frames	Aluminium	Duratec Powdercoat
	Operable Wall Doors	Acoustic Paneling	Prefinish

4601 - Proposed Community Centre
Epig Katonic Lagoon Road

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates SCHEDULE MISCELLANEOUS FURNITURE

3 SCHEDULE OF MISCELLANEOUS FURNITURE

COMMUNITY CENTRE

LOCATION	FIXTURE	QUANTITY	TYPE/MANUFACTURER
Male Amenities	Clothes Hooks	1	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RO08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Accessible WC	Clothes Hooks	2	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RO08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Female Amenities	Clothes Hooks	3	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	3	Airtowel BRA-RO08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130

TOTAL QUANTITIES OF MISCELLANEOUS FURNITURE

FIXTURE	QUANTITY	TYPE/MANUFACTURER
Clothes Hooks	6	Equal to Laminex Partitioning Systems Components
Toilet Roll Holder	5	Airtowel BRA-RO08
Hand Dryer	3	Dyson Airblade
Soap Dispenser	4 including 1 for the kitchen hand basin	Airtowel SD-6130

4001 - Proposed Community Centre
Epig Estate Lismore Head

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates

PLUMBING FITTINGS & FIXTURES

4 PLUMBING FITTINGS & FIXTURES

**TOTAL QUANTITIES OF PLUMBING FITTINGS & FIXTURES
COMMUNITY CENTRE**

FIXTURE	QUANTITY	TYPE/MANUFACTURER
Urinal	2	Caroma Leda wall hung
WC's	4	Caroma Leda wall faced inlet pan, Pedigree II seat, slimline induct dual flush cistem.
Vanity Basins	4	Caroma Caravelle 600
Vanity Mixers	4	Erware Oras Vega 606-4
Accessible WC Pan and seat, Grab Rail, Basin and mixer	1	Erware Care Kit 100
Cleaners Sink	1	Erware EWS600
Cleaners Sink Tap	1	Erware CSH315 and swivel outlet
Meeting Room Kitchenette Sink	1	Clark Monaco single end bowl
Meeting Room Kitchenette Mixer	1	Oras Vega SLM607-5 Single Lever Sink Mixer
Hot Water System- Kitchen & Meeting Room	1	Rinnai MP2 200

4001 - Proposed Community Centre
Epig Estate Lismore Head

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS

5 SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS

COMMUNITY CENTRE

ITEM	PRIME COST RATES & PROVISIONAL SUMS
Purchase of ceramic wall and floor tiling	\$35.00 sqm + GST
Purchase of Face Brickwork	\$1,300.00 per 1,000 + GST
Kitchen and Kitchen Store equipment and fitout	\$28,000.00 + GST

Prepared Community Centre
Epig Estate, Lismore NSW

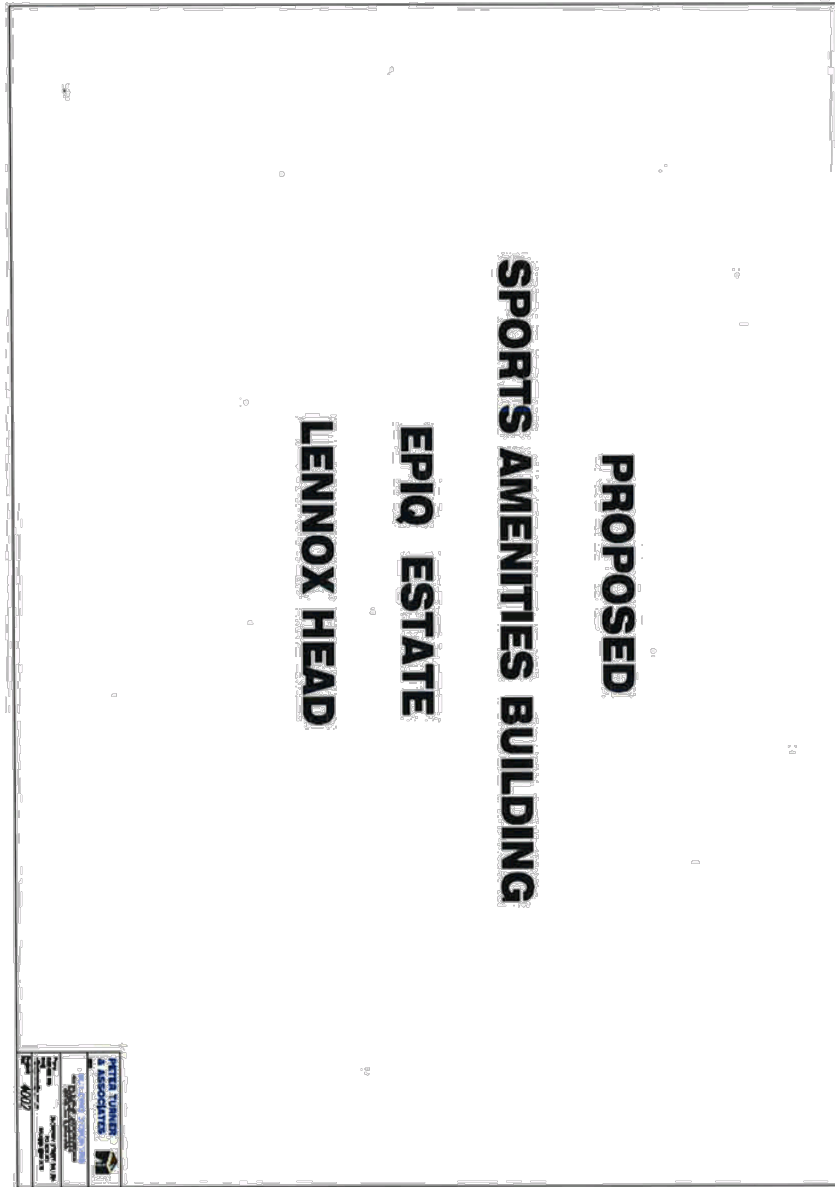
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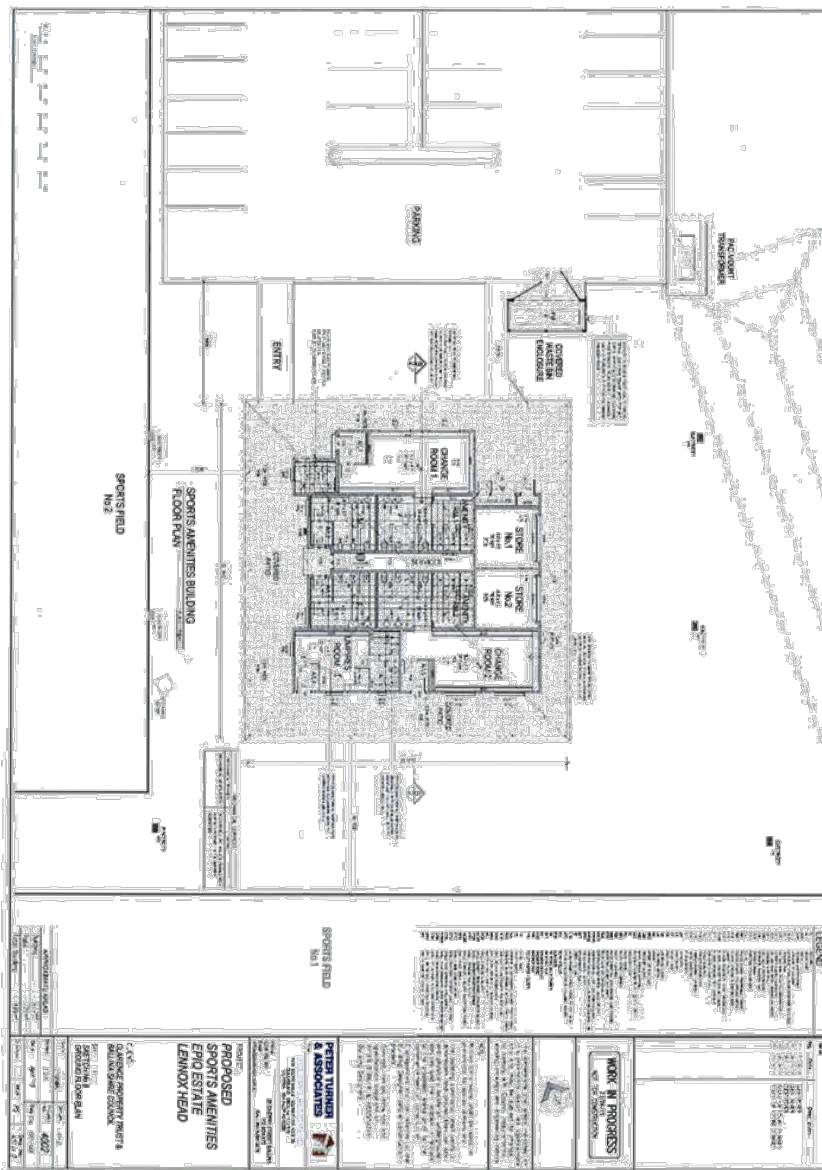


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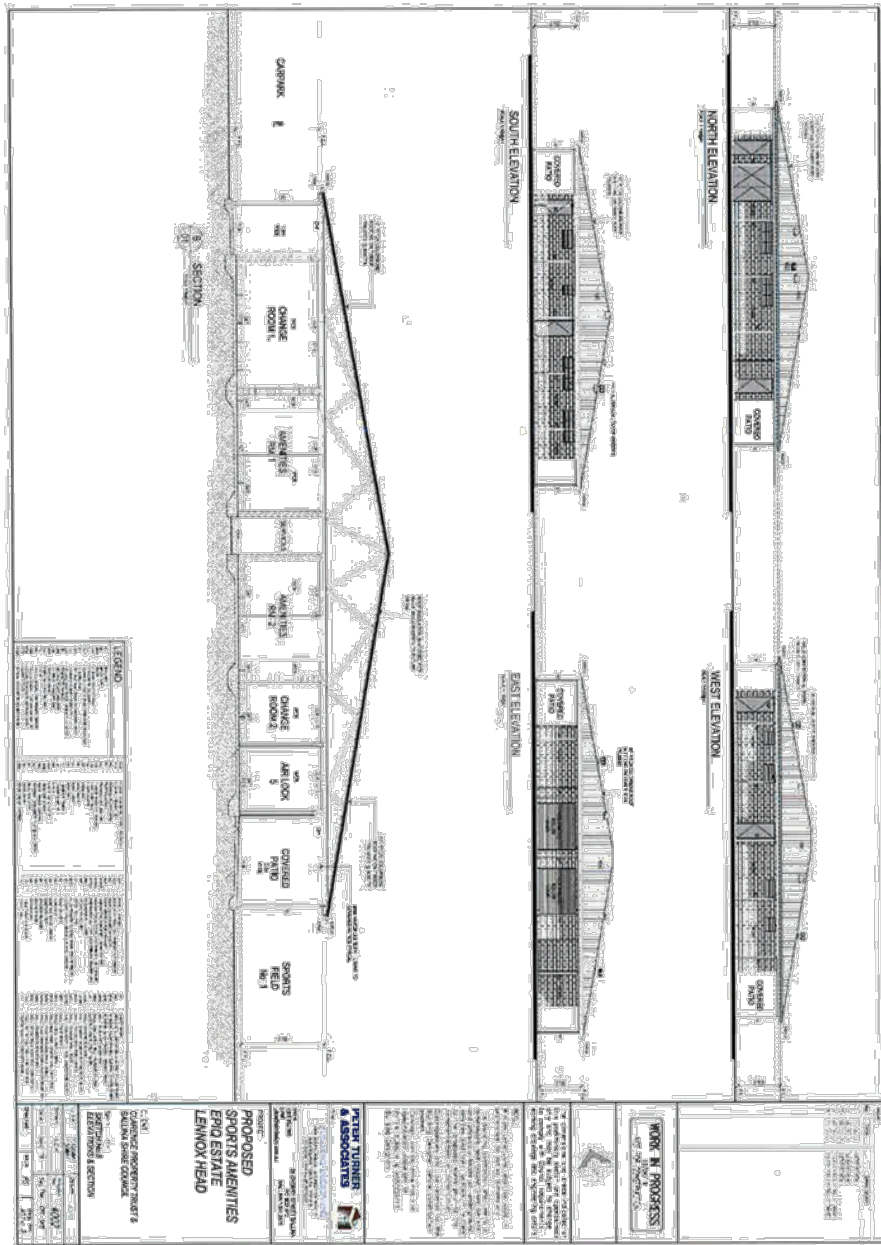


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
SCHEDULE OF FINISHES

FOR

**PROPOSED
SPORTS AMENITIES BUILDING**

FOR

**EPIQ ESTATE
LENNOX HEAD**

PETER TURNER & ASSOCIATES
BUILDING DESIGNERS 

Job No: 4002 23 April 2019 Issue: B

First Floor, 28 Cherry Street Ballina PO Box 872, Ballina NSW 2478 Tel: 02 66862665 office@pturner.com.au
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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates SCHEDULE OF FINISHES

1 SCHEDULE OF EXTERNAL FINISHES

SPORTS AMENITIES BUILDING		
LOCATION	BASE MATERIAL	FINISH
External Walls	Face Blockwork equal to Boral Designer Blocks	Face Blockwork
Exposed Structural Steel	Galvanised Steel	Galvanised Steel
Eaves Lining	6mm Hardiflex Lining	Paint
Roof Sheeting	Colorbond Custom Orb	Colorbond Ultra
Eaves Gutters	Metal	Colorbond
Downpipes	Metal	Colorbond
External Paths & Patios	Concrete	Broom Finish

2 SCHEDULE OF INTERNAL FINISHES

SPORTS AMENITIES BUILDING			
LOCATION	AREA/SURFACE	BASE MATERIAL	FINISH
Covered Waste Bin Enclosure	Ceiling		N/A
	Walls	Colorbond	Prelinish
	Floor	Concrete	Concrete
	Rubber Docking Bumpers to Rear	Rubber	Prelinish
	Gates G01	Aluminium	Duratec Powdercoat
MSB	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Steel Trowel
	Door D01 - 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Galvanised Steel	Gloss Paint
Storage Cupboard	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Steel Trowel
	Door D02 - 3x820x2340x45	Solid Core Timber	Gloss Paint
	Door D02 Door Grills 450h x 600w - Each Door	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Unisex Accessible WC	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls Skirting	Face Block	Full Height Tiles
	Wall Vanity Splash Back	Face Block	Tiles
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Door D03 - 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D03 Door Grill 450h x 600w	Aluminium	Clear Anodised
Door Frame	Galvanised Steel	Gloss Paint	

Approved from Ameyor Holdings
Epig Estate Liaison Head

12th April 2020
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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates

SCHEDULE OF FINISHES

LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Airlock 1	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Steel Trowel
	Skirting	Face Block	Tiles
	Door D04 - 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D02 - Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Change Room 1	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Steel Trowel
	Skirting	Face Block	Tiles
	Window Frames	Aluminium	Prefinish
	Door D05 - 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D05 - Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Seats	Aluminium slats and frame	Prefinish
Amenity Room 1	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls/Skirting	Face Block	2.0m High tiling to masonry walls of the shower recesses skirting tiles to the remainder
	Floor	Concrete	Tiles
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Shower Seats	Laminex	Prefinish
	Seat	Aluminium slats and frame	Prefinish
	Vanity top	Laminex Compact	Prefinish
	Ceiling	9mm Villaboard	Paint
Airlock 2	Cornice - 18x18 Moulding	Timber	Paint
	Walls/Skirting	Face Block	Full Height Tiles
	Floor	Concrete	Tiles
	Door D06 - 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D06 - Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
Male Amenities	Walls/Skirting	Face Block	Full Height Tiles
	Wall Vanity Splash Back	Face Block	Tiles & Mirror
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Door D07 - 1x820x2340x45	Solid Core Timber	Gloss Paint

4022 - Proposed Sports Amenities Building
Epig Estate Leases Head

23rd April 2020
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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates SCHEDULE OF FINISHES

LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
	Door D07 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Partition Wall	Laminex	Prefinish
	Partition Door	Laminex	Prefinish
	Vanity top	Laminex Compact	Prefinish
Services	Ceiling	9mm Villoboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Concrete
	Door D08 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D08 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Airlock 3	Ceiling	9mm Villoboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls/Skirting	Face Block	Full Height Tiles
	Floor	Concrete	Tiles
	Door D09 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D09 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Female Amenities	Ceiling	9mm Villoboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls/Skirting	Face Block	Full Height Tiles
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Door D10 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D10 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Vanity top	Laminex Compact	Prefinish
Airlock 4	Ceiling	9mm Villoboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Steel Trowel
	Skirting	Face Block	Tiles
	Door D11 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D11 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint

4002 - Proposed Sports Annex for Epig
Epig Estate Limited Head

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates SCHEDULE OF FINISHES

LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH	
Umpires Room	Ceiling	9mm Villoboard	Paint	
	Cornice - 18x18 Moulding	Timber	Paint	
	Walls	Face Block	Face Block	
	Floor	Concrete	Steel Trowel	
	Skirting	Face Block	Tiles	
	Window Frames	Aluminium	Duratec Powdercoat	
	Door D12 1x920x2340x45	Solid Core Timber	Gloss Paint	
	Door D12 Door Grill 450h x 600w	Aluminium	Clear Anodised	
	Door Frame	Galvanised Steel	Gloss Paint	
	Seals	Aluminium slats and frame	Prefinish	
	Cupboard & Lockers	Laminex Compact	Prefinish	
Umpires Room Amenities	Ceiling	9mm Villoboard	Paint	
	Cornice - 18x18 Moulding	Timber	Paint	
	Walls/Skirting	Face Block	2.0m High bling to masonry walls of the shower recess, skirting tiles to the remainder	
	Floor	Concrete	Tiles	
	Window Frame	Aluminium	Duratec Powdercoat	
	Door D13 1x920x2340x45	Solid Core Timber	Gloss Paint	
	Door D13 Door Grill 450h x 600w	Aluminium	Clear Anodised	
	Door Frame	Galvanised Steel	Gloss Paint	
	Partition Walls	Laminex	Prefinish	
	Partition Doors	Laminex	Prefinish	
	Vanity top	Laminex Compact	Prefinish	
Airlock 5	Shower & Toilet Seats	Laminex	Prefinish	
	Ceiling	9mm Villoboard	Paint	
	Cornice - 18x18 Moulding	Timber	Paint	
	Walls	Face Block	Face Block	
	Floor	Concrete	Steel Trowel	
	Skirting	Face Block	Tiles	
	Door D14 1x920x2340x45	Solid Core Timber	Gloss Paint	
	Door D14 Door Grill 450h x 600w	Aluminium	Clear Anodised	
	Door Frame	Galvanised Steel	Gloss Paint	
	Change Room 2	Ceiling	9mm Villoboard	Paint
		Cornice - 18x18 Moulding	Timber	Paint
Walls		Face Block	Face Block	
Floor		Concrete	Steel Trowel	
Skirting		Face Block	Tiles	
Window Frames		Aluminium	Duratec Powdercoat	
Door D15 1x920x2340x45		Solid Core Timber	Gloss Paint	
Door D15 Door Grill 450h x 600w		Aluminium	Clear Anodised	
Door Frame		Galvanised Steel	Gloss Paint	
Seals		Aluminium slats and	Prefinish	

4902 Prepared Sports Amenities Building Epiq Estate Lismore NSW

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH
Amenity Room 2	Ceiling	9mm Virlaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls/Skirting	Face Block	2.0m High tiling to masonry walls of the shower recesses, skirting tiles to the remainder
	Floor	Concrete	Tiles
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Vanity top	Laminex Compact	Prefinish
	Shower Seats	Laminex	Prefinish
	Seat	Aluminum slats and frame	Prefinish
Store Room 2	Ceiling	9mm Virlaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Brick
	Floor	Concrete	Store Trowel
Store Room 1	Roller Door RD02	Colorbond	Prefinish
	Ceiling	9mm Virlaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Concrete
	Roller Door RD01	Steel	Colorbond

4002 - Proposed Sports Amenities Building
Epig Estate Lismore NSW

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates		SCHEDULE MISCELLANEOUS FURNITURE	
3 SCHEDULE OF MISCELLANEOUS FURNITURE			
SPORTS AMENITIES BUILDING			
LOCATION	FIXTURE	QUANTITY	TYPE/MANUFACTURER
Accessible WC	Clothes Hooks	2	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Amenity Room 1	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 10 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1 per Shower 3 in Total	Posh Solus Soap Dish
	Toilet Roll Holder	4	Airtowel BRA-HU08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130
Male Amenities	Clothes Hooks	3	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Female Amenities	Clothes Hooks	3	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	3	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Umpires Amenities	Clothes Hooks	1 per W.C. Cubicle 2 per Shower Cubicle 3 in Total	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130
Amenity Room 2	Clothes Hooks	1 per W.C. Cubicle 2 per Shower Cubicle 10 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1 per Shower 3 in Total	Posh Solus Soap Dish
	Toilet Roll Holder	4	Airtowel BRA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130

4002 - Proposed Sports Amenities Building
Epig Estate/Laminex Head

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates		SCHEDULE MISCELLANEOUS FURNITURE
TOTAL QUANTITIES OF MISCELLANEOUS FURNITURE		
FIXTURE	QUANTITY	TYPE/MANUFACTURER
Clothes Hooks	25	Equal to Laminex Partitioning Systems Components
Toilet Roll Holder	14	Airtowel BRA-RO08
Hand Dryer	3	Dyson Airblade
Paper Towel Dispenser	3	Kimberly-Clark 4950
Soap Dispenser	7 including 1 for the kitchen hand basin	Airtowel SD-6130

DATE OF PREPARED BY: Peter Turner & Associates
 DATE OF APPROVAL BY: Epig Estate Limited Board

DATE OF APPROVAL BY: 25/06/20
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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates **PLUMBING FITTINGS & FIXTURES**

4 PLUMBING FITTINGS & FIXTURES

**TOTAL QUANTITIES OF PLUMBING FITTINGS & FIXTURES
SPORTS AMENITIES BUILDING**

FIXTURE	QUANTITY	TYPE/MANUFACTURER
Shower Mixers	7	Enware SLM606
Shower Heads	1 per Shower 7 in Total	Enware Delabie Vandal Resistant
WC's	13	Caroma Leda wall faced inlet pan, Pedigree II seat, slimline induct dual flush cistern.
Unnal	2	Caroma Leda wall hung
Vanity Basins	10	Caroma Caravelle 600
Vanity Mixers	10	Enware Oras Vega 606-4
Accessible WC Pan and seat, Grab Rail, Basin and mixer	1	Enware Care Kit 100.
Cleaners Sink	1	Enware EWS600
Cleaners Sink Tap	1	Enware CSH315 and swivel outlet
Hot Water System - Amenity Rooms 1 & 2 Umpres Amenity	1	Hinnar MP3 300

4002 - Proposed Sports Amenities Building
Epig Extra Lessons Hall

23rd April 2018
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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS

5 SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS

SPORTS AMENITIES BUILDING

ITEM	PRIME COST RATES & PROVISIONAL SUMS
Purchase of ceramic wall and floor tiling	\$35.00 sqm + GST

Prepared by Peter Turner & Associates
Epig Estate Liaison Head

25th April 2020
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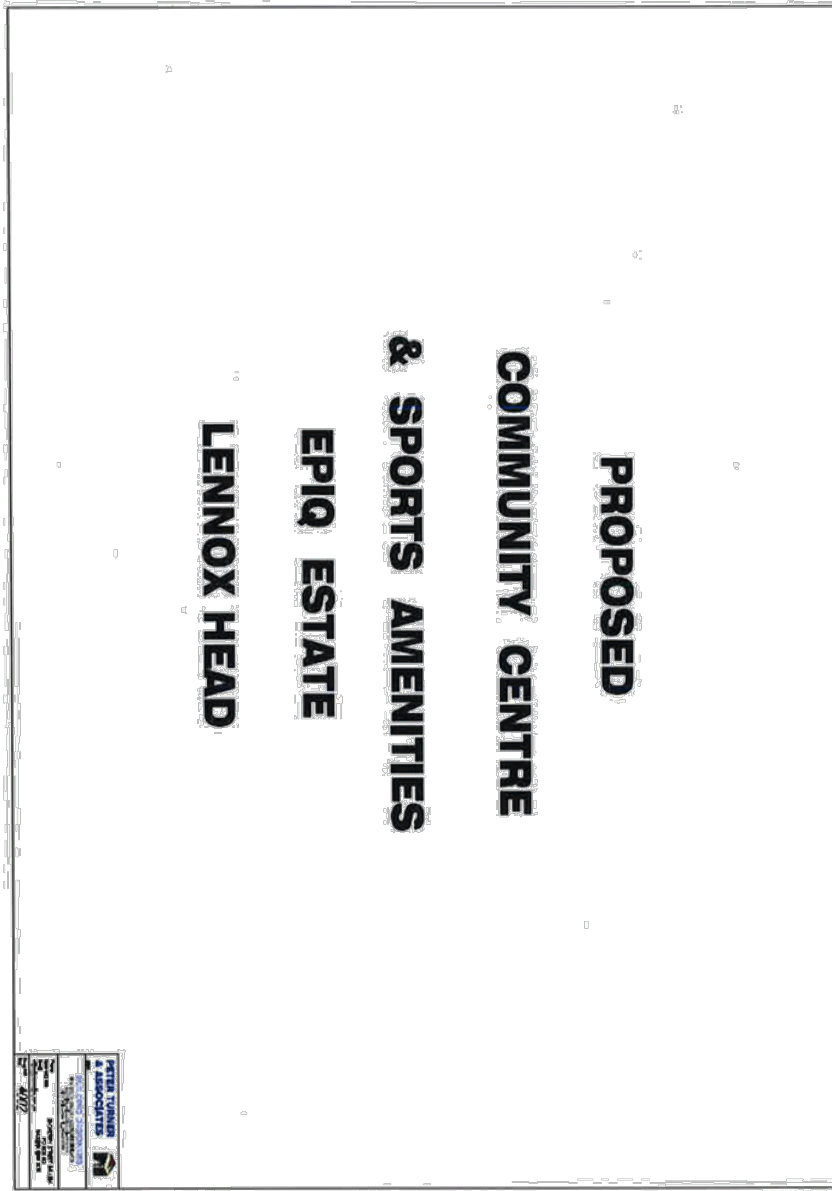
Voluntary Planning Agreement – Annexure B

Annexure B - The Agreed Works

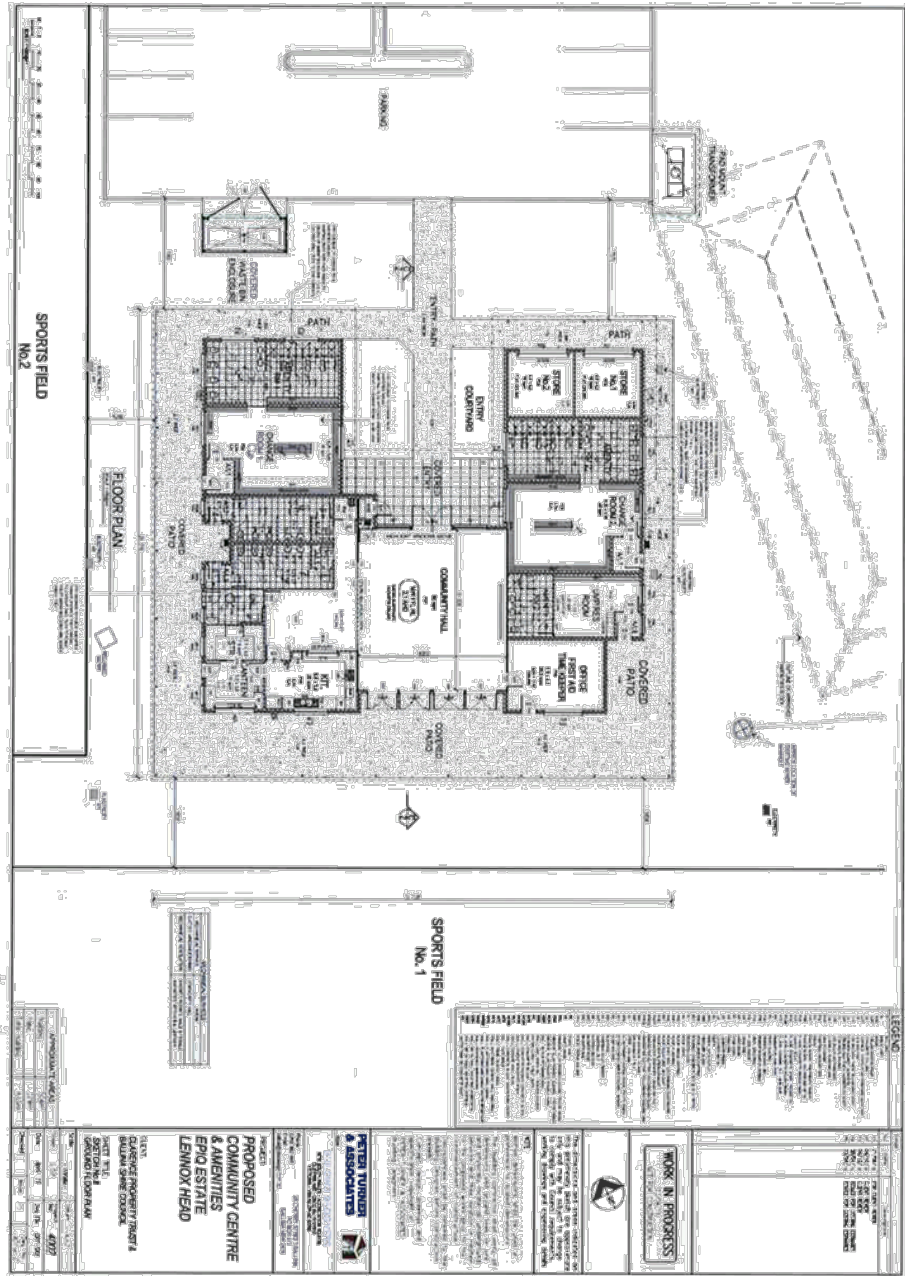
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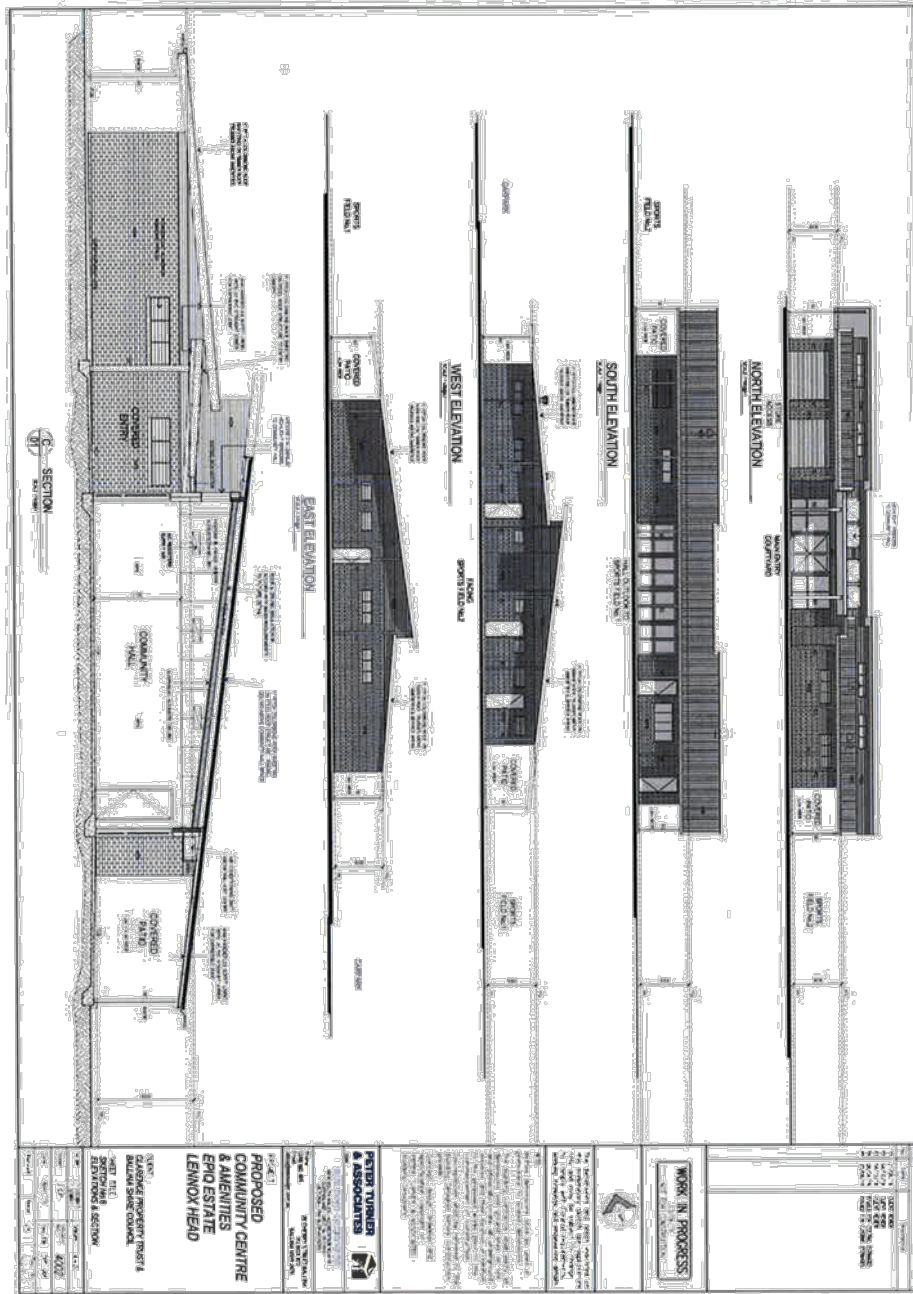


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Voluntary Planning Agreement – Annexure B


SCHEDULE OF FINISHES

FOR

**PROPOSED
COMMUNITY CENTRE &
AMENITIES BUILDING**

FOR

**EPIQ ESTATE
LENNOX HEAD**

PETER TURNER & ASSOCIATES
MULTI-DISCIPLINARY DESIGNERS 

Job No 4002 23 rd April 2019 Issue: B
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First Floor, 28 Cherry Street Ballina PO Box 872, Ballina NSW 2478 Tel: 02 66962665 office@pturn.com.au

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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates

SCHEDULE OF FINISHES

1 SCHEDULE OF EXTERNAL FINISHES

COMMUNITY CENTRE & AMENITIES

LOCATION	BASE MATERIAL	FINISH
External Walls	Face Brickwork to 2.7m AFFL	Face Brickwork
External Walls	Colorbond Custom Orb	Colorbond Ultra
Exposed Structural Steel	Galvanised Steel	Galvanised Steel
Eaves Lining	6mm Hardiflex Lining	Paint
Roof Sheeting	Colorbond Custom Orb	Colorbond Ultra
Box Gutters	Stainless Steel	Stainless Steel
Eaves Guttering	Metal	Colorbond
Downpipes	Metal	Colorbond
External Paths & Patios	Concrete	Broom Finish

2 SCHEDULE OF INTERNAL FINISHES

COMMUNITY CENTRE & AMENITIES

LOCATION	AREA SURFACE	BASE MATERIAL	FINISH
Airlock 1	Ceiling	9mm Vllaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Steel Trowel
	Skirting	Face Brick	Tiles
	Door D01 1x920x2340x45	Solid Core Timber with 4 ss Hinges	Gloss Paint
	Door D01 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Change Room 1	Ceiling	9mm Vllaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Steel Trowel
	Skirting	Face Brick	Tiles
	Window Frames	Aluminium	Duratec Powdercoat
	Door D02 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D02 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Seats	Aluminium slats and frame	Prefinish

0401 - Proposed Community Centre & Amenities
Epig Estate Lismore Head

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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates SCHEDULE OF FINISHES

LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Amenity Room 1	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brck	2.0m High tiling to masonry walls of the shower recesses, skirting tiles to the remainder
	Floor	Concrete	Tiles
	Window Frames	Aluminium	Duratec Powdercoat
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Shower Seats	Laminex	Prefinish
	Seal	Aluminium slate and frame	Stained
Vanity top	Laminex Compact	Prefinish	
LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Airlock 2	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brck	Full Height Tiles
	Floor	Concrete	Concrete
	Window Frame	Aluminium	Duratec Powdercoat
	Door D03 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D03 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Male Amenities	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brck	Full Height Tiles
	Floor	Concrete	Tiles
	Doors D04 & D05 1x820x2340x45 Each	Solid Core Timber	Gloss Paint
	Door D04 & D05 Door Grills 450h x 600w	Aluminium	Clear Anodised
	Door Frames	Galvanised Steel	Gloss Paint
	Partition Wall	Laminex	Prefinish
	Partition Door	Laminex	Prefinish
Vanity top	Laminex Compact	Prefinish	
Airlock 4	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brck	Full Height Tiles
	Floor	Concrete	Concrete
	Door D06 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D06 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Airlock 5	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brck	Full Height Tiles
	Floor	Concrete	Concrete
	Door D08 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D08 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint

#801 - Proposed Community Centre & Amenities
Epig Estate Lismore NSW

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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH
Female Amenities	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brck	Full Height Tiles
	Floor	Concrete	Tiles
	Doors D09 & D10 1x820x2340x45 Each	Solid Core Timber	Gloss Paint
	Doors D09 & D10 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frames	Galvanised Steel	Gloss Paint
	Partition Wall	Laminex	Prefinish
	Partition Door	Laminex	Prefinish
	Vanity top	Laminex Compact	Prefinish
Airlock 3	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brck	2.0m High tiling to masonry walls of the shower recess, skirting tiles to the remainder
	Floor	Concrete	Concrete
	Window Frame	Aluminium	Duratec Powdercoat
	Door D11 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D11 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Unisex Accessible WC	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brck	Full Height Tiles
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Doors D12 & D13 1x920x2340x45 Each	Solid Core Timber	Gloss Paint
	Door D12 & D13 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frames	Galvanised Steel	Gloss Paint
Canteen/Store Room	Ceiling	9mm Villaboard	Paint
	Cornice 18x18 Moulding	Timber	Paint
	Walls	Face Brck	Face Brck
	Floor	Concrete	Vinyl
	Skirting	Face Brck	Coved Vinyl
	Window Frame	Aluminium	Duratec Powdercoat
	Door D16 1x920x2040x45 CSD	Solid Core Timber	Gloss Paint
	Door D16 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Timber	Gloss Paint
	Shelves	Laminex	Prefinish

4022 - Proposed Community Centre & Annexes
Epig Karate Lounge Floor

25th April 2020
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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates SCHEDULE OF FINISHES

LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH
Canteen	Ceiling	9mm Villaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brick	Face Brick
	Walls Splashback	Face Brick	Stainless Steel
	Floor	Concrete	Vinyl
	Skirting	Face Brick	Covered Vinyl
	Window Frame	Aluminium	Duratec Powdercoat
	Doors D15 & D17 1x920x2340x45 Each	Solid Core Timber	Gloss Paint
	Door D15 & D17 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frames	Galvanised Steel	Gloss Paint
Kitchen	Roller Door RD03	Steel	Colorbond
	Ceiling	9mm Villaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brick	Face Brick
	Walls Splashback	Face Brick	Stainless Steel
	Floor	Concrete	Vinyl
	Skirting	9mm Villaboard	Covered Vinyl
	Window Frame	Aluminium	Duratec Powdercoat
	Door D14 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D14 Door Grill 450h x 600w	Aluminium	Clear Anodised
Cleaners Room	Door Frame	Galvanised Steel	Gloss Paint
	Roller Door RD04	Steel	Colorbond
	Ceiling	Plasterboard	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Concrete
	Skirting	Timber	Gloss Paint
Community Hall	Door D07 1x620x2340x45	Solid Core Timber	Gloss Paint
	Door D17 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	Acoustic Ceiling equal to Gyprock Gypstone	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brick	Face Brick
	Walls	9mm Villaboard	Paint
	Floor	Concrete	Carpet Tiles
	Skirting	Aluminium	Clear Anodised
	Window Frame	Aluminium	Duratec Powdercoat
Community Hall	Doors D18 to D22 2x920x2400 Each	Glass/Aluminium	Duratec Powdercoat
	Door D22 2x1200x2400	Glass/Aluminium	Duratec Powdercoat
	Door Frames	Aluminium	Duratec Powdercoat

4922 Proposed Community Centre & Annexes
Epig Estate Leveque Road

12th April 2018
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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates

SCHEDULE OF FINISHES

LOCATION	AREA SURFACE	BASE MATERIAL	FINISH
Fire Hose Reel Cupboard	Ceiling	9mm Virlaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brck	Face Brck
	Floor	Concrete	Concrete
	Skirting	Timber	Gloss Paint
	Door D31: 1x770x2040x35	Solid Core Timber	Gloss Paint
	Door Frame	Galvanised Steel	Gloss Paint
	Office, First Aid & Time Keeper	Ceiling	Plasterboard
Cornice		Plasterboard	Paint
Walls		Face Brck	Face Brck
Floor		Concrete	Concrete
Skirting		Timber	Gloss Paint
Window Frame		Aluminium	Duratec Powdercoat
Doors D23 & D24: 1x920x2340x35 Each		Solid Core Timber	Gloss Paint
Door D23 & D24: Door Grill 450h x 600w		Aluminium	Clear Anodised
Door Frames		Galvanised Steel	Gloss Paint
Airlock 6		Ceiling	9mm Virlaboard
	Cornice: 18x18 Moulding	Timber	Paint
	Walls	Face Brck	Face Brck
	Floor	Concrete	Concrete
	Skirting	Face Brck	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Door D025: 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D25: Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Umpres Room	Ceiling	9mm Virlaboard
Cornice: 18x18 Moulding		Timber	Paint
Walls		Face Brck	Face Brck
Floor		Concrete	Concrete
Skirting		Face Brck	Tiles
Window Frame		Aluminium	Duratec Powdercoat
Door U26: 1x920x2340x45		Solid Core Timber	Gloss Paint
Door D26: Door Grill 450h x 600w		Aluminium	Clear Anodised
Door Frame		Galvanised Steel	Gloss Paint
Lockers		Laminex	Prefinish
Seat	Timber with Aluminium Legs	Stained	

400 - Proposed Community Centre & Annex
Epig Estate Lismore NSW

25 April 2020
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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates | SCHEDULE OF FINISHES

LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Amenity Room 3	Ceiling	9mm Villaboard	Paint
	Walls	Face Brck	2.0m High tiling to masonry walls of the shower recesses, skirting tiles to the remainder
	Wall Vanity Splash Back	Face Brck	Tiles
	Floor	Concrete	Tiles
	Door D27 1x920x2040x45	Solid Core Timber	Gloss Paint
	Door D27 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Shower Seat	Laminex	Prefinish
Vanity top	Laminex Compact	Prefinish	
Airlock 7	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brck	Face Brck
	Floor	Concrete	Concrete
	Skirting	Face Brck	Tiles
	Door D26 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D26 Door Grill 450h x 600w	Aluminium	Clear Anodised
Door Frame	Galvanised Steel	Gloss Paint	
Change Room 2	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brck	Face Brck
	Floor	Concrete	Concrete
	Skirting	Face Brck	Tiles
	Window Frames	Aluminium	Duratec Powdercoat
	Door D29 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D29 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Seats	Aluminium slats and frame	Stained	

4029 - Proposed Community Centre & Annexes
Epig Estate Lismore NSW

12/04/2020
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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates SCHEDULE OF FINISHES

LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH
Amenity Room 2	Ceiling	9mm Villaboard	Paint
	Cornice	Plasterboard	Paint
	Walls/Skirting	Face Brck	2.0m High tiling to masonry walls of the shower recesses, skirting tiles to the remainder
	Wall Vanity Splash Back	Face Brck	Tiles
	Floor	Concrete	Tiles
	Window Frames	Aluminium	Duratec Powdercoat
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Shower Seats	Laminex	Prefinish
	Seal	Timber with Aluminium Legs	Stained
Vanity top	Laminex Compact	Prefinish	
Store Room 1	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brck	Face Brck
	Floor	Concrete	Concrete
Store Room 2	Roller Door RD01	Steel	Colorbond
	Ceiling	Plasterboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brck	Face Brck
MSB	Floor	Concrete	Concrete
	Roller Door RD02	Steel	Colorbond
	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brck	Face Brck
	Floor	Concrete	Concrete
	Skirting	Timber	Gloss Paint
Covered Waste Bin Enclosure	Door D30 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling		N/A
Covered Waste Bin Enclosure	Walls	Colorbond	Prefinish
	Floor	Concrete	Broom Finish
	Bubber Docking Bumpers to Rear	Rubber	Prefinish
	Gates G01	Aluminium	Duratec Powdercoat

4021 Proposed Community Centre & Annexes
Epig Estate Leases Head

22nd April 2020
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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates SCHEDULE MISCELLANEOUS FURNITURE

3 SCHEDULE OF MISCELLANEOUS FURNITURE

COMMUNITY CENTRE & AMENITIES

LOCATION	FIXTURE	QUANTITY	TYPE/MANUFACTURER
Amenity Room 1	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 14 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1 per Shower 5 in Total	Posh Solus Soap Dish
	Toilet Roll Holder	4	Airtowel BPA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130
Male Amenities	Clothes Hooks	1	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BPA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Female Amenities	Clothes Hooks	3	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	3	Airtowel BPA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Accessible WC	Clothes Hooks	2	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BPA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Amenity Room 3	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 3 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1	Posh Solus Soap Dish
	Toilet Roll Holder	1	Airtowel BPA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130
Amenity Room 2	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 14 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1 per Shower 5 in Total	Posh Solus Soap Dish
	Toilet Roll Holder	4	Airtowel BPA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130

4900 - Proposed Community Centre & Amenities
Epig Estate Lismore Hill

22 April 2020
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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates **SCHEDULE MISCELLANEOUS FURNITURE**

TOTAL QUANTITIES OF MISCELLANEOUS FURNITURE

FIXTURE	QUANTITY	TYPE/MANUFACTURER
Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 2 for Accessible WC 37 in Total	Equal to Laminex Partitioning Systems Components
Soap Holder	1 per Shower 1 in Total	Posh Solus Soap Dish
Toilet Roll Holder	14	Airtowel BRA-RO08
Hand Dryer	3	Dyson Airblade
Paper Towel Dispenser	3	Kimberly-Clark 4950
Soap Dispenser	7 Including 1 for the kitchen hand basin	Airtowel SD-6130

2020 - Prepared by Centre & Associates
Epig Environmental Services

25 April 2020
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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates

PLUMBING FITTINGS & FIXTURES

4. PLUMBING FITTINGS & FIXTURES

**TOTAL QUANTITIES OF PLUMBING FITTINGS & FIXTURES
COMMUNITY CENTRE & AMENITIES**

FIXTURE	QUANTITY	TYPE/MANUFACTURER
Shower Mixers	11	Erware SLM606
Shower Heads	1 per Shower 11 in Total	Erware Delabo Vandal Resistant
Urinal	2	Caroma Leda wall hung
WC's	13	Caroma Leda wall faced inlet pan, Pedigree II seat, slimline induct dual flush cistern.
Vanity Basins	10	Caroma Caravelle 600
Vanity Mixers	10	Erware Oras Vega 606-4
Accessible WC Pan and seat, Grab Rail, Basin and mixer	1	Erware Care Kit 100
Cleaners Sink	1	Erware EWS600
Cleaners Sink Tap	1	Erware CSH315 and swivel outlet
Hot Water System - Amenity Room 1	1	Rinnai MP2 200
Hot Water System - Amenity Rooms 2 & 3	1	Rinnai MP2 200
Hot Water System - Kitchen & Canteen	1	Rinnai HD 200

400 - Proposed Community Centre & Amenities
Epig State Learning Hub

23rd April 2020
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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates **SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS**

5. SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS

COMMUNITY CENTRE & AMENITIES

ITEM	PRIME COST RATES & PROVISIONAL SUMS
Purchase of ceramic wall and floor tiling	\$35.00 sqm + GST
Purchase of Face Brickwork	\$1,300.00 per 1,000 + GST
Kitchen, Canteen and Store equipment and fitout	\$33,000.00 + GST

4402 - Proposed Community Centre & Amenities
Epiq Estate, Lismore NSW

27 April 2018
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Voluntary Planning Agreement – Annexure C

Annexure C – Lighting Works

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Voluntary Planning Agreement – Annexure C

Ballina Sports Lighting Upgrade 2019-Hutley Dr
Ballina NSW

Lighting System

Pole / Fixture Summary

Pole ID	Pole Height	Arm Length	Fixture Qty	Fixture Type	Lot	Count
B1-B2	21.3	21.3	3	TICLED1190	3,463W	A
B3	27.3	27.3	3	TICLED1190	3,463W	B
B4	27.3	27.3	3	TICLED1190	3,463W	A
B5	27.3	27.3	3	TICLED1190	3,463W	B
B6-B7	21.3	21.3	3	TICLED1190	3,463W	C
B8-B9	19.3	19.3	2	TICLED1190	2,303W	C
B10	24.3	24.3	3	TICLED1190	3,463W	C
B11	24.3	24.3	3	TICLED1190	3,463W	D
B12-B13	18.3	18.3	2	TICLED1190	2,303W	D
Total			44		66889W	

Client Summary

Client	Description	Lot	Fixture Qty	Power
A		13,8 kW	12	
B		13,8 kW	12	
C		11,3 kW	10	
D		11,3 kW	10	

Fixture Type Summary

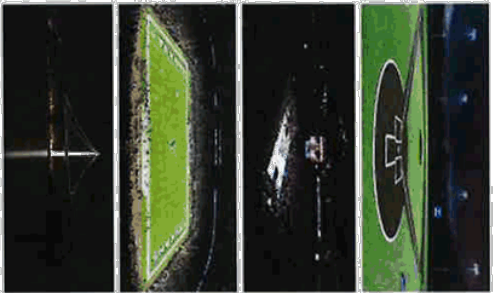
Fixture Type	Quantity	Power	Lot	Count
TICLED1190	44	111,000	44	44

Light Level Summary

Field Name	Characteristics	Area	Min	Max	Min/Max	Min/Max	Count	Fixture Qty
Main Field 1	Class A (Long)	40.3	34	43.9	0.78	0.84	C	10
Main Field 2	Horizontal Burnance	13.3	99	106	0.50	0.74	C	10
Goal Field 1	Class A (Long)	28.9	31	43.6	0.71	0.78	D	10
Goal Field 2	Horizontal Burnance	13.7	101	217	0.47	0.74	D	12
Scout Field 1	Class A (Long)	30.3	29	43.1	0.65	0.74	A	12
Scout Field 2	Horizontal Burnance	13.3	87	202	0.42	0.66	A	12
Scout Field 3	Class A (Long)	38	27	44.1	0.62	0.66	B	12
Scout Field 4	Horizontal Burnance	13.6	80	190	0.44	0.63	B	12
Scout Field 5	Class A (Long)	0.13	0.07	0.27	0.06	0.15	A,B,C,D	44

ENGINEERED DESIGN By: W.Sayvond • R# 19095882 • 04-Feb-19

From Hometown to Professional

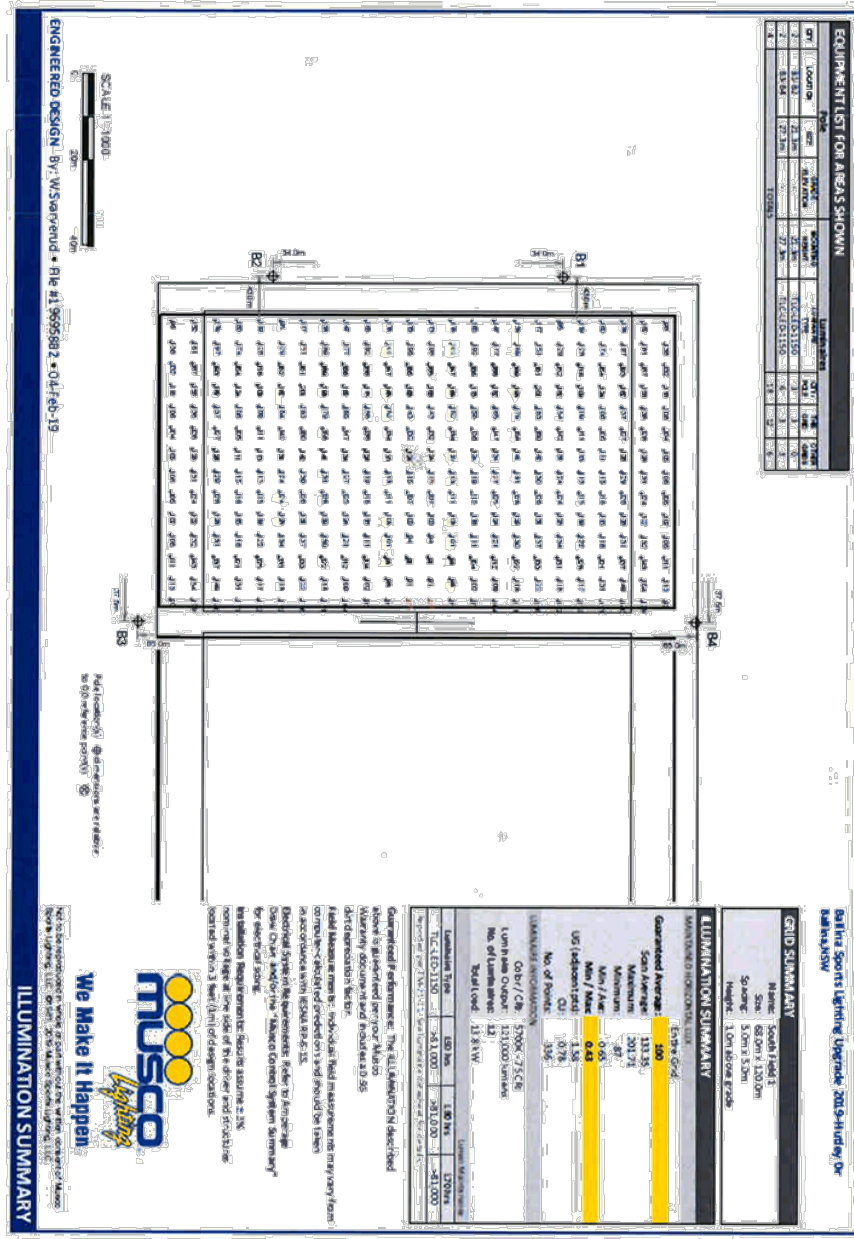


MUSCO
We Make It Happen

PROJECT SUMMARY

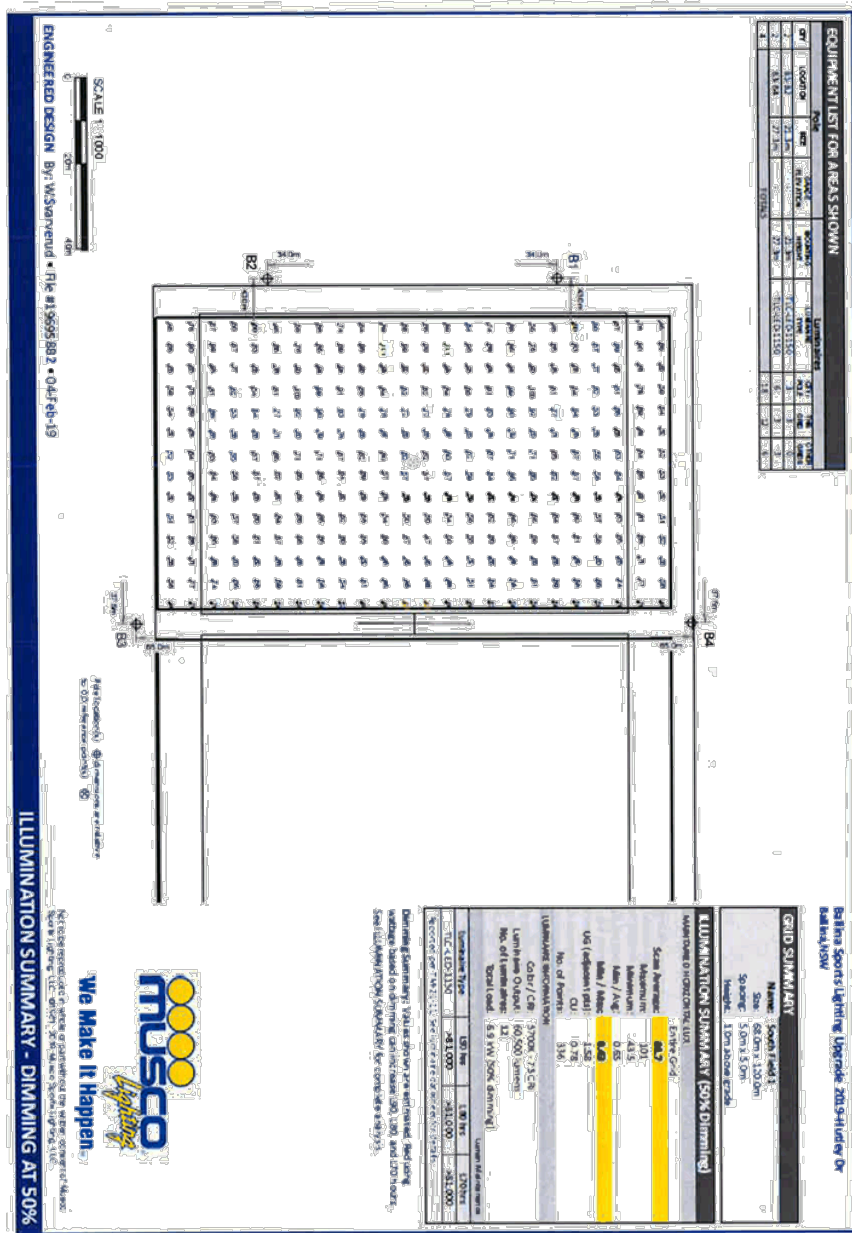
Not to be reproduced in whole or part without the written consent of Musco Sports Lighting. Tel: 0800 25 99 25. Email: sales@musco.com

Voluntary Planning Agreement – Annexure C



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 CM: 20/23471

Voluntary Planning Agreement – Annexure C

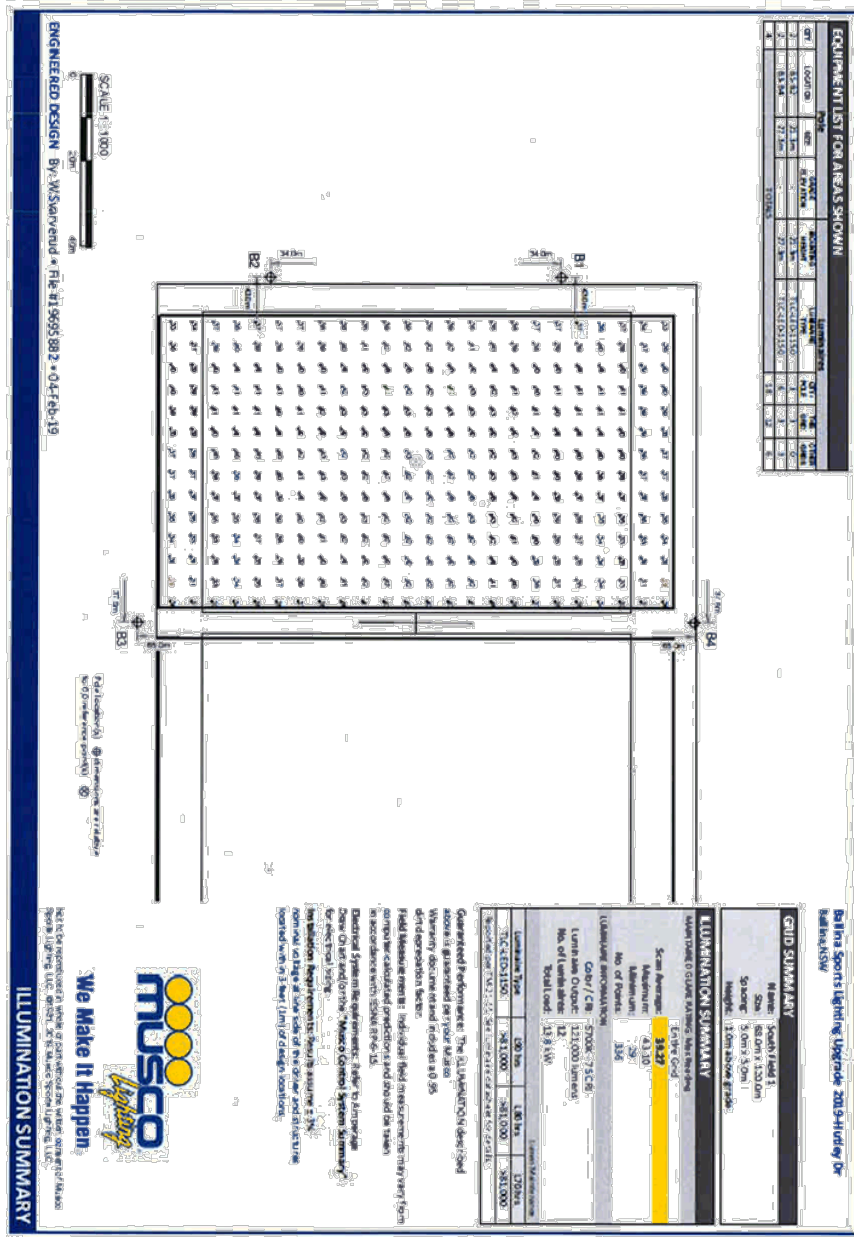


Revision 10:8 April 2020

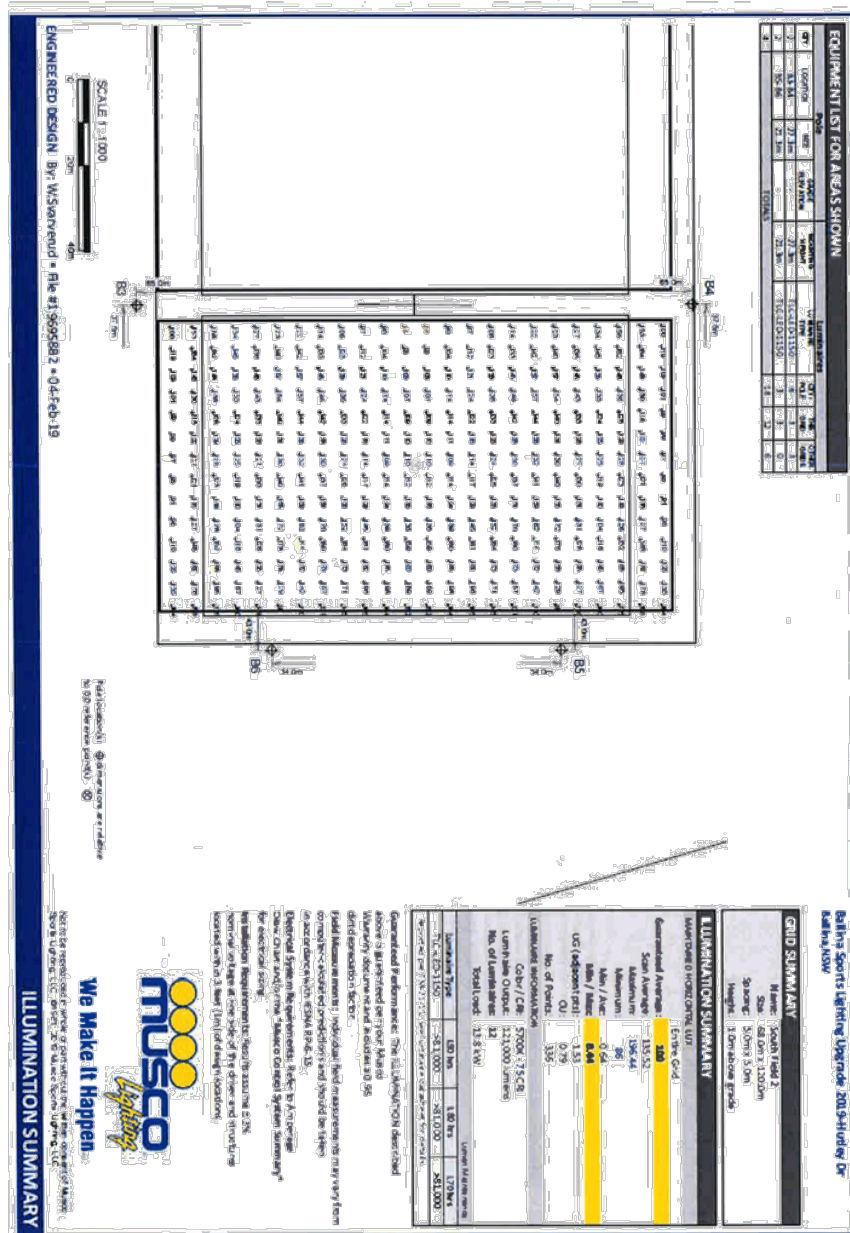
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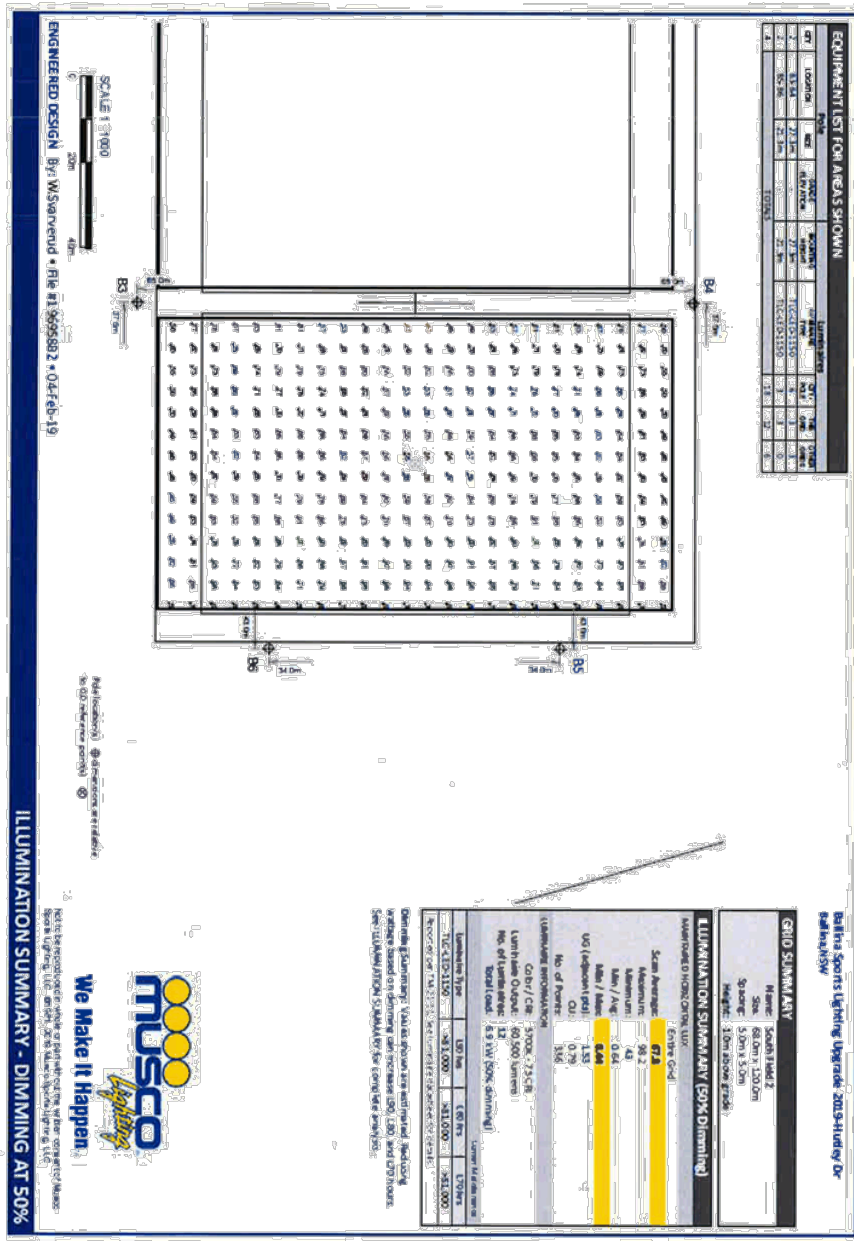
Voluntary Planning Agreement – Annexure C



Voluntary Planning Agreement – Annexure C

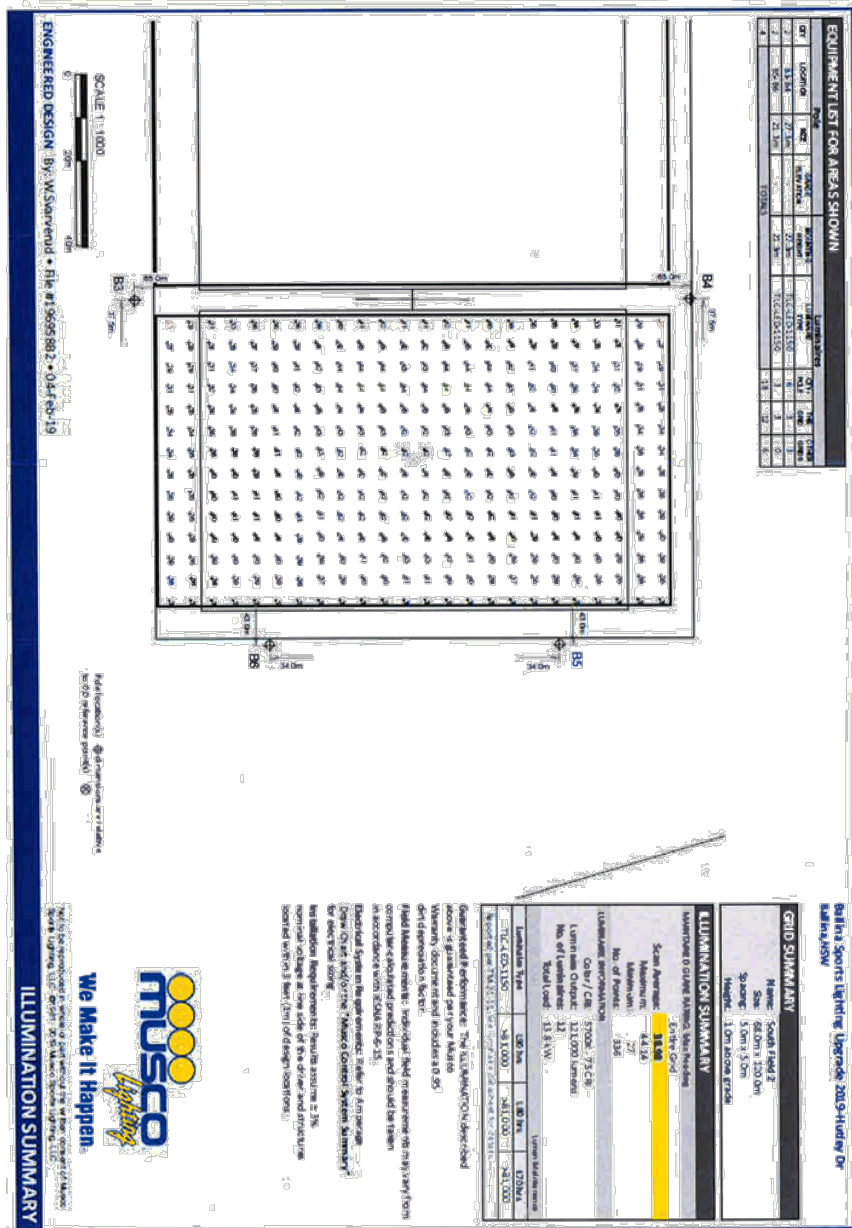


Voluntary Planning Agreement – Annexure C



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Voluntary Planning Agreement – Annexure C



Voluntary Planning Agreement – Annexure C

EQUIPMENT LIST FOR AREAS SHOWN

NO.	ISSUE	DATE	BY	REMARKS	NO.	ISSUE	DATE	BY	REMARKS
1	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT	2	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT
2	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT	3	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT
3	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT	4	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT
4	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT	5	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT
5	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT	6	ISSUED FOR PERMIT	22/01/2020	MS	FOR PERMIT

SCALE 1:1000

ENGINEERED DESIGN BY: W.Stanbury • File #13058882 • 04/18/19

We Make It Happen

ILLUMINATION SUMMARY

MUSCO ILLUMINATION is a division of Musco Lighting, LLC, 3800 W. 17th Street, Ft. Worth, TX 76161. MUSCO ILLUMINATION is a division of Musco Lighting, LLC, 3800 W. 17th Street, Ft. Worth, TX 76161.

Musco Lighting

GRID SUMMARY

Name: Next Field 1
 Size: 8'0" x 30'0"
 Spacing: 12'0" x 12'0"
 Height: 12'0" (Average Height)

ILLUMINATION SUMMARY

MANUFACTURER: MFC
 Grid Size: 8'0" x 30'0"
 Spacing: 12'0" x 12'0"
 Height: 12'0" (Average Height)

Generalized Average: 160
 Scan Average: 133.36
 Maximum: 198.17
 Minimum: 0.72
 Meter / Area: 8.99
 UCI (foot-candle): 0.74
 CU: 260
 No. of Nodes: 260
 (Manufactured illumination)

Cavity / CR: SS006 / 73.00
 Luminaire Output: 152,000 lumens
 No. of Fixtures: 126
 Total Cost: 132,530

Luminaire Type: LED luminaire
 TIC (LED-T10): 160,000 • 180 lum
 TIC (LED-T8): 281,000 • 361 lum
 TIC (LED-T5): 281,000 • 361 lum
 TIC (LED-T4): 281,000 • 361 lum

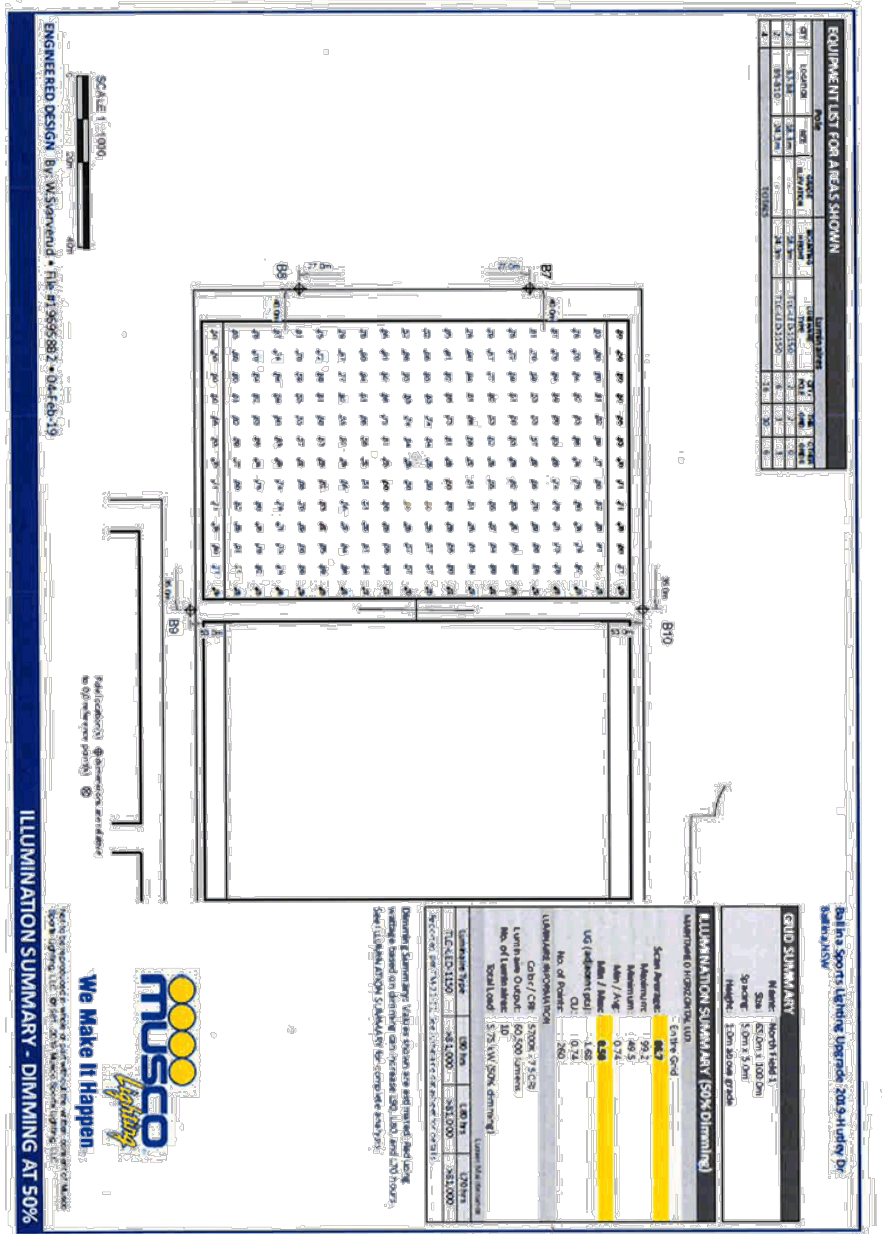
Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Lighting project. Musco Lighting is not responsible for the performance of the lighting system if the manufacturer or distributor is not properly installed or if the manufacturer or distributor does not meet the requirements of the manufacturer's technical specifications. Musco Lighting is not responsible for the performance of the lighting system if the manufacturer or distributor does not meet the requirements of the manufacturer's technical specifications. Musco Lighting is not responsible for the performance of the lighting system if the manufacturer or distributor does not meet the requirements of the manufacturer's technical specifications.

Electrical System Requirements: Refer to Engineering Data (UL and/or IFC) Manual or General System Summary for electrical system.

Installation Requirements: Refer to Section 2.3.1.1 for installation. The lighting system shall be installed in accordance with the manufacturer's technical specifications and the National Electrical Code (NEC).

ILLUMINATION SUMMARY

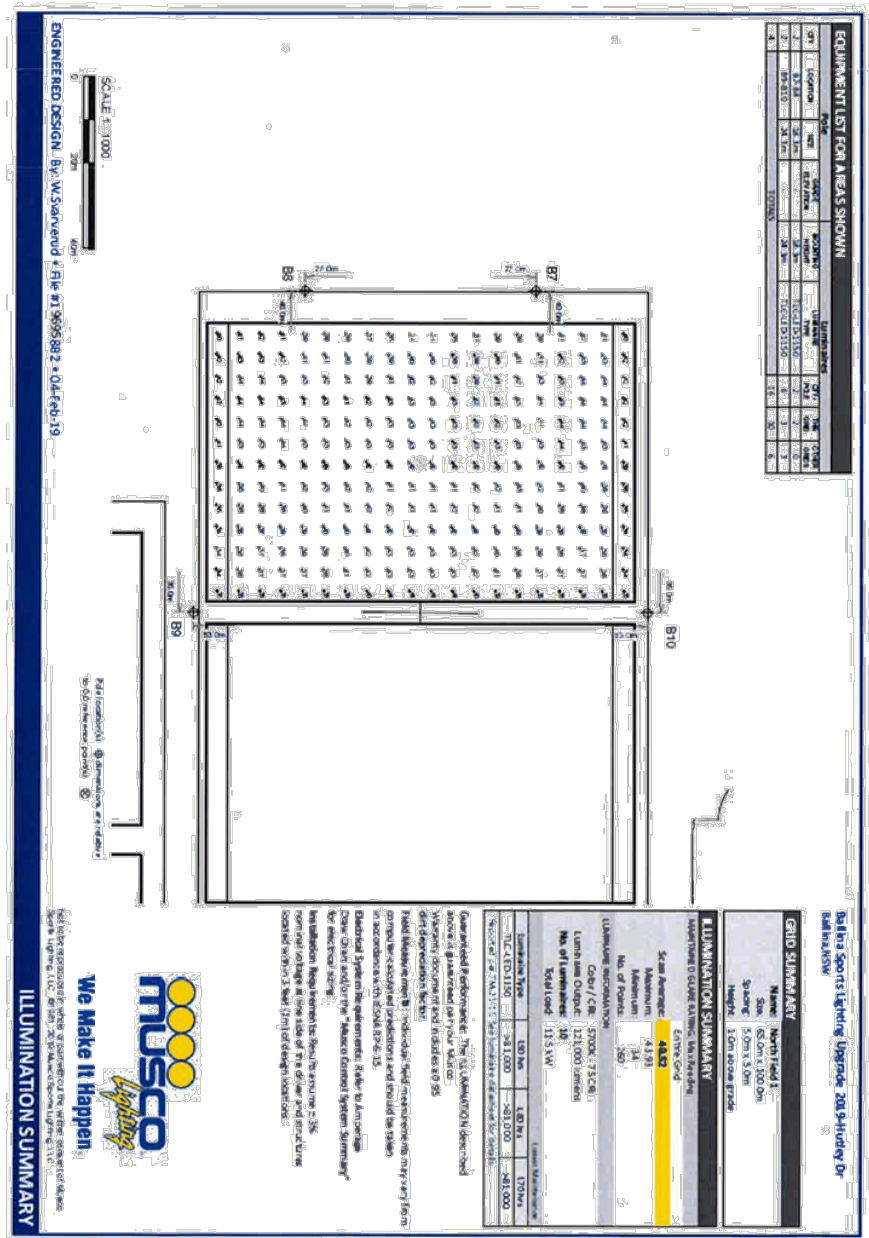
Voluntary Planning Agreement – Annexure C



Revision 10:8 April 2020

CM: 20/23471

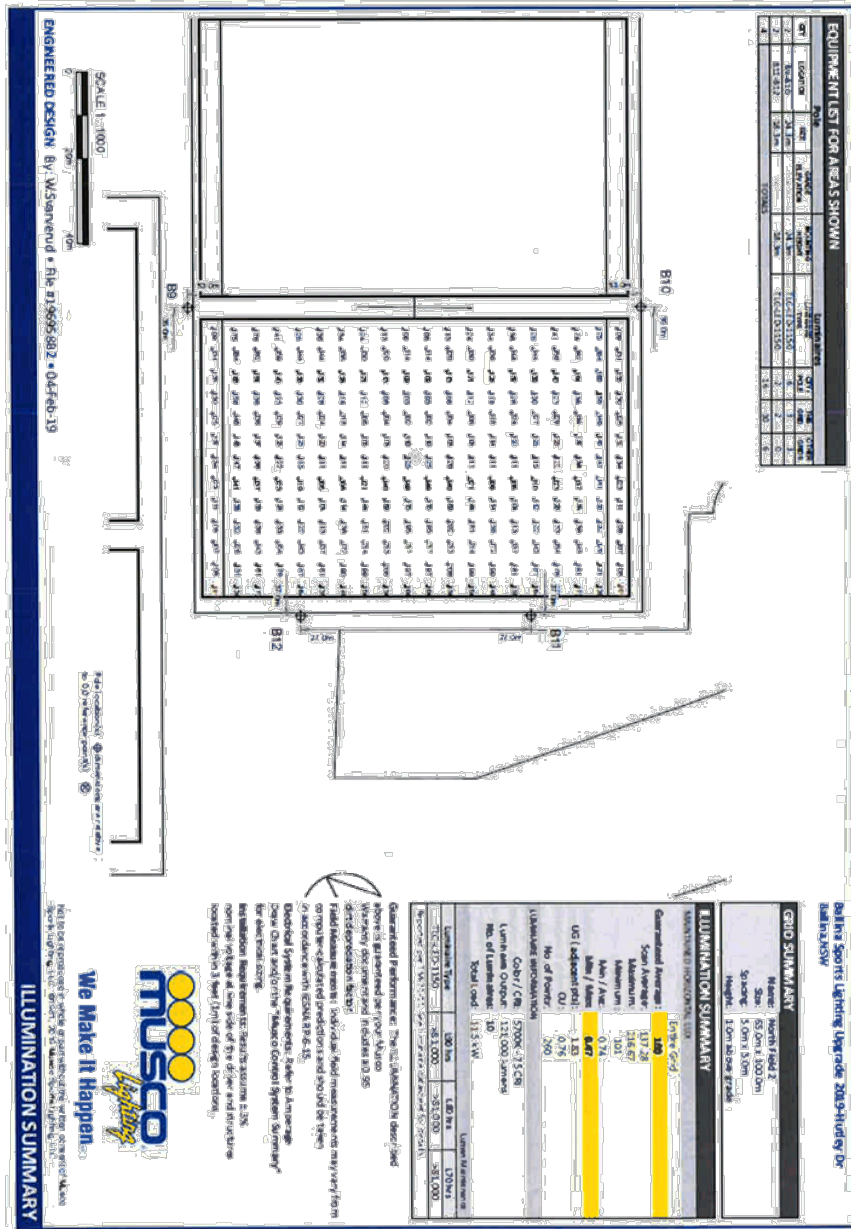
Voluntary Planning Agreement – Annexure C



Revision 10:8 April 2020

CM: 20/23471

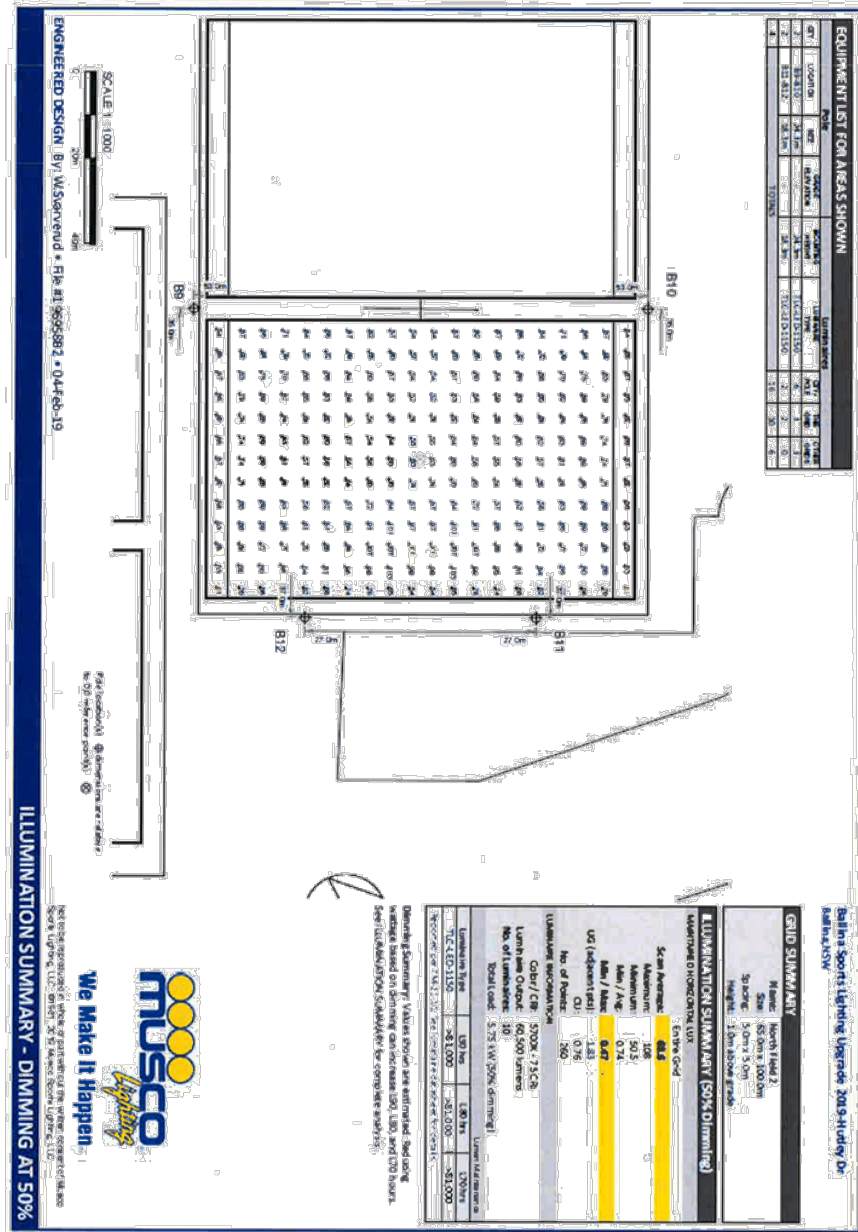
Voluntary Planning Agreement – Annexure C



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CM: 2023471

Voluntary Planning Agreement – Annexure C

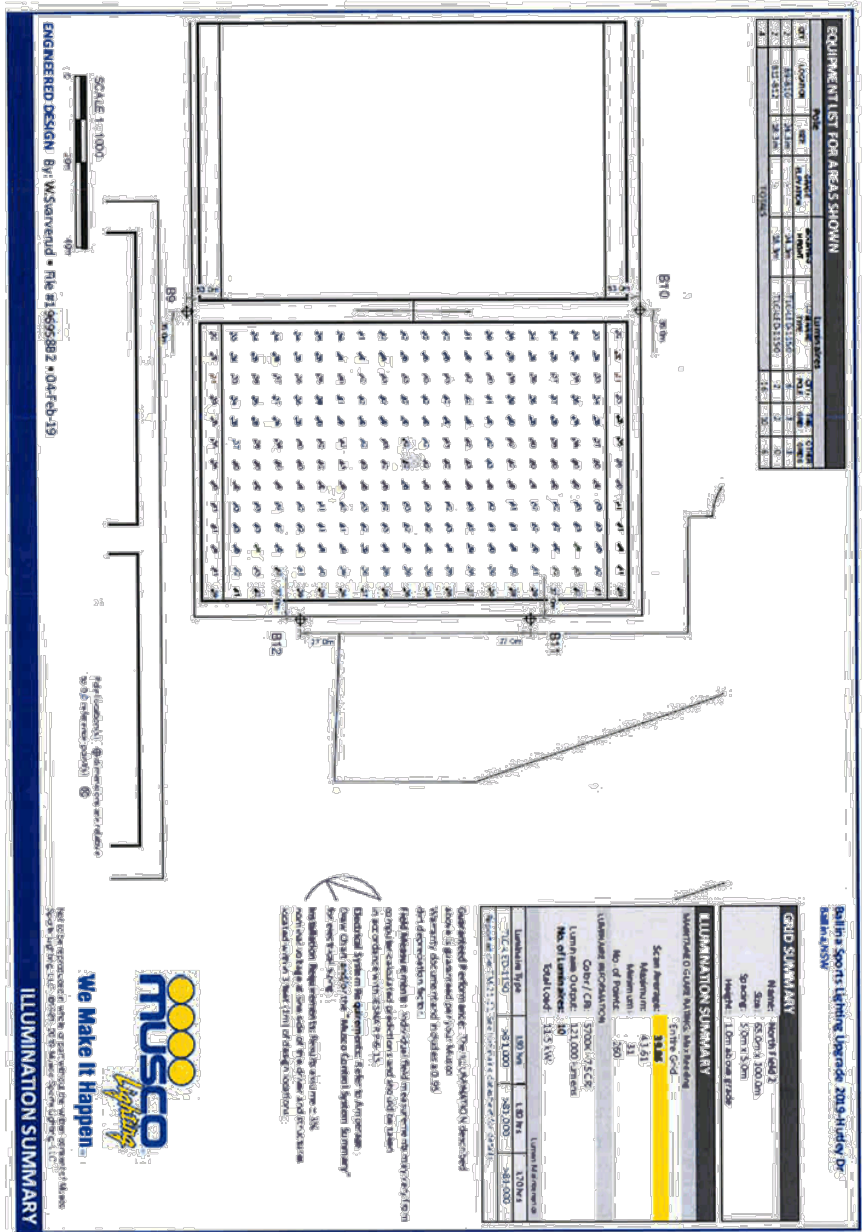


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CV: 20/23471

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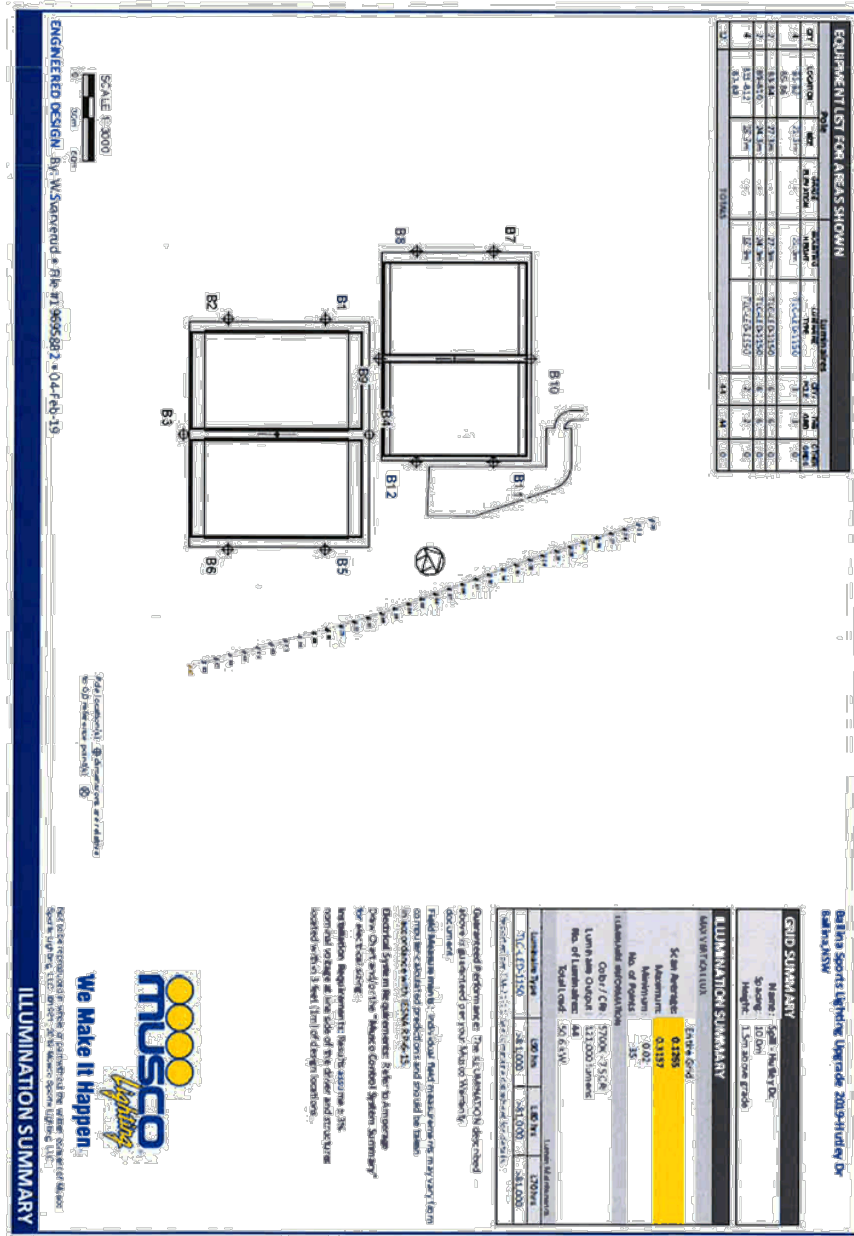
Voluntary Planning Agreement – Annexure C



Revision 10:8 April 2020

CM: 20/23471

Voluntary Planning Agreement – Annexure C

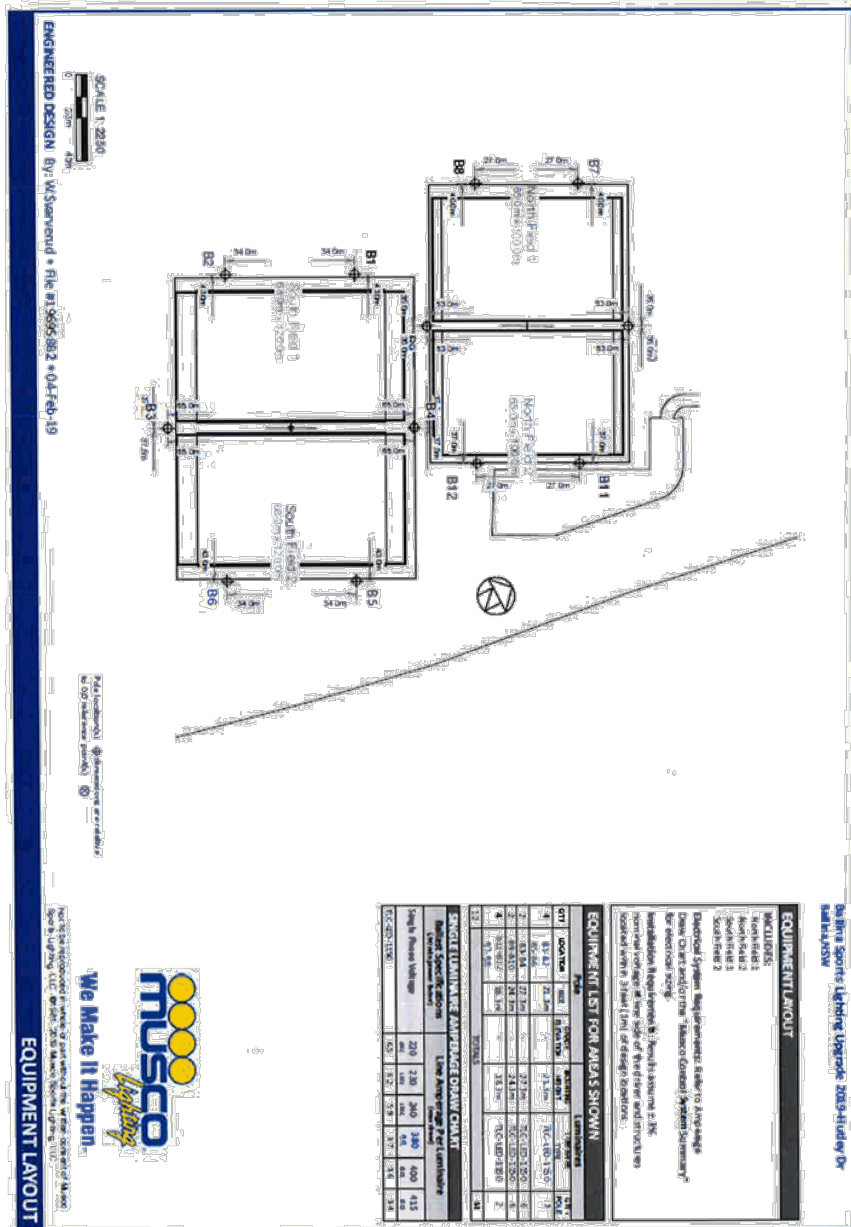


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Voluntary Planning Agreement – Annexure C



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Voluntary Planning Agreement – Annexure D

Annexure D – Bank Guarantees

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CM: 20/23471

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Voluntary Planning Agreement – Annexure D



BANK OF QUEENSLAND LIMITED
ACN 089 656 740
Level 6, 100 Skyring Terrace
NEWSTEAD QLD 4006
BANK GUARANTEE

BENEFICIARY:
Ballina Shire Council ABN 53 929 887 369
40 Cherry Street
Ballina NSW 2478

CUSTOMER:
Name: Clarence Property Corporation Limited
ACN 094 710 942 as RESPONSIBLE
ENTITY FOR WESTLAWN
PROPERTY TRUST
Address: Apt 2, 75 Tamar Street
Ballina NSW 2478

MAXIMUM AMOUNT: \$1,346,800.00

EXPIRY DATE: N/A

1. In consideration of the Beneficiary, at the request of the Customer and the Bank, dispensing with lodgement by the Customer of the deposit or bond required by the agreement between the Beneficiary and the Customer ("the Contract") the Bank unconditionally undertakes to pay on demand any sums which may be demanded by the Beneficiary on or prior to the Expiry Date to a maximum of the Maximum Amount, on presentation and surrender of this Bank Guarantee to the Bank by the Beneficiary.
2. This Bank Guarantee is irrevocable and is not assignable by the Beneficiary and will continue in full force until the earlier of:
 - the Expiry Date;
 - payment by the Bank to the Beneficiary of the total of the Maximum Amount; or
 - the Beneficiary giving written notice to the Bank that this Bank Guarantee is released and presenting and surrendering this Bank Guarantee to the Bank.
3. Any payments demanded by the Beneficiary must be paid by the Bank in accordance with the terms of this Bank Guarantee and without further reference to the Customer. This clause applies even if the Customer has notified the Bank not to make any payment under the Bank Guarantee.
4. The Beneficiary may, without affecting this Bank Guarantee, agree with the Customer to vary or alter the Contract and may grant time or other indulgence to or compound or compromise with or release the Customer, without impairing or discharging the Bank's liability under this Bank Guarantee.
5. The Bank may at any time deposit with the Beneficiary the Maximum Amount (less any payments made under clause 1), or such lesser amount as required by the Beneficiary, and the liability of the Bank under this Bank Guarantee will then immediately cease and determine.
6. The Beneficiary must surrender this Bank Guarantee for cancellation on completion of the Contract.

15480 WP0032
05/13

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CM: 20/23471

Voluntary Planning Agreement – Annexure D

Bank of Queensland Limited by its Attorney,
Manager / Team Leader / Senior Officer, Ent.)
Services Australia Pty Ltd ACN 612 896 527 Under)
Power of Attorney 717648032 in the presence of:)

Witness: [Signature]
Date: 25/1/20

[Signature]
Attorney

WP0032

Revision 10:8 April 2020
CM: 20/23471

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Voluntary Planning Agreement – Annexure D



BANK OF QUEENSLAND LIMITED
ACN 009 636 740
Level 6, 108 Skyring Terrace
NEWSTEAD QLD 4006

BANK GUARANTEE

BENEFICIARY:
Ballina Shire Council ABN 53 929 887 369
40 Cherry Street
Ballina NSW 2478

CUSTOMER:
Name: Clarence Property Corporation Limited
ACN 094 710 942 as RESPONSIBLE
ENTITY FOR WESTLAWN
PROPERTY TRUST
Address: Apt 2, 75 Tamar Street
Ballina NSW 2478

MAXIMUM AMOUNT: \$1,373,777.60

EXPIRY DATE: N/A

1. In consideration of the Beneficiary, at the request of the Customer and the Bank, dispensing with lodgement by the Customer of the deposit or bond required by the agreement between the Beneficiary and the Customer ("the Contract") the Bank unconditionally undertakes to pay on demand any sum which may be demanded by the Beneficiary on or prior to the Expiry Date to a maximum of the Maximum Amount, on presentation and surrender of this Bank Guarantee to the Bank by the Beneficiary.
2. This Bank Guarantee is irrevocable and is not assignable by the Beneficiary and will continue in full force until the earlier of:
 - * the Expiry Date;
 - * payment by the Bank to the Beneficiary of the total of the Maximum Amount; or
 - * the Beneficiary giving written notice to the Bank that this Bank Guarantee is released and presenting and surrendering this Bank Guarantee to the Bank.
3. Any payments demanded by the Beneficiary must be paid by the Bank in accordance with the terms of this Bank Guarantee and without further reference to the Customer. This clause applies even if the Customer has notified the Bank not to make any payment under the Bank Guarantee.
4. The Beneficiary may, without affecting this Bank Guarantee, agree with the Customer to vary or alter the Contract and may grant time or other indulgences to or compound or compromise with or release the Customer, without impairing or discharging the Bank's liability under this Bank Guarantee.
5. The Bank may at any time deposit with the Beneficiary the Maximum Amount (less any payments made under clause 1), or such lesser amount as required by the Beneficiary, and the liability of the Bank under this Bank Guarantee will then immediately cease and determine.
6. The Beneficiary must surrender this Bank Guarantee for cancellation on completion of the Contract.

G460 WP0032
06/13

Revision 10:8 April 2020

CM: 20/23471

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Voluntary Planning Agreement – Annexure D

Bank of Queensland Limited by its Attorney,)
Manager / Team Leader / Senior Officer, Ent.)
Services Australia Pty Ltd ACN 612 896 327 Under)
Power of Attorney 717648032 in the presence of:)

Witness: _____
Date: 25/1/18

[Signature]
Attorney

RP0032

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CM: 20/23471

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Voluntary Planning Agreement – Annexure D



Bank of Queensland Limited
ACN 626 686 346
Established 1874

Level 4, 100 Skyring Terrace Newcastle
QLD 4008
GPO Box 999 Brisbane QLD 4001
Telephone (07) 3212 3333
Fax (07) 3212 3399
DX 240 Brisbane Telex AAA1988

In your reply please quote : 126A1481
if telephoning kindly ask for : Warren Bobbarmien ((126) Property Finance) 25 January 2018

Ballina Shire Council ABN 53 929 887 369
40 Cherry Street
Ballina NSW 2478

Dear Sir/Madam

BANK GUARANTEE
BENEFICIARY Ballina Shire Council ABN 53 929 887 369
AMOUNT : \$1,346,800.00

We enclose the above Bank Guarantee executed as requested by our customer, Clarence Property Corporation Limited ACN 094 710 942 as Trustee for responsible entity for Westlawn Property Trust.

Please acknowledge receipt on the attached copy of this letter.

Yours faithfully

For the Manager

WFOZ1

Revised 12:8 April 2020

CM: 20/23471

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Voluntary Planning Agreement – Annexure D



Bank of Queensland Limited
ACN 090 800 740
Established 1874

Level 8, 180 Bicyclog Terrace Newcastle
QLD 4039
GPO Box 808 Brisbane QM 4001
Telephone (07) 5212 8539
Fax (07) 5212 3398
DX 248 Brisbane Telex AA41688

In your reply please quote : 126A1481
if telephoning kindly ask for : Warren Bobbermien ((126) Property Finance) 25 January 2018

Ballina Shire Council ABN 53 929 887 369
40 Cherry Street
Ballina NSW 2478

Dear Sir/Madam

BANK GUARANTEE
BENEFICIARY Ballina Shire Council ABN 53 929 887 369
AMOUNT : \$1,373,777.60

We enclose the above Bank Guarantee executed as requested by our customer, Clarence Property Corporation Limited ACN 094 710 942 as Trustee for responsible entity for Westlawn Property Trust.

Please acknowledge receipt on the attached copy of this letter.

Yours faithfully

For the Manager

0490
06/12

Revision 10/3 April 2020

CM: 20/23471

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Voluntary Planning Agreement – Annexure D



Bank of Queensland Limited
ACN 009 085 749
Established 1974

Level 6, 100 Skyring Terrace Newstead
QLD 4009
GPO Box 918 Brisbane Qld 4001
Telephone (07) 3212 3333
Fax (07) 3212 3388
DX 240 Brisbane TELEKOM1000

In your copy please quote : 126A1481
if telephoning kindly ask for : Warren Bobbermin ((126) Property Finance) 25 January 2018

Ballina Shire Council ABN 53 929 887 369
40 Cherry Street
Ballina NSW 2478

Dear Sir/Madam

BANK GUARANTEE
BENEFICIARY Ballina Shire Council ABN 53 929 887 369
AMOUNT \$1,346,800.00

We enclose the above Bank Guarantee executed as requested by our customer, Clarence Property Corporation Limited ACN 094 710 942 as Trustee for responsible entity for Weerdawn Property Trust.

Please acknowledge receipt on the attached copy of this letter.

Yours faithfully

For the Manager

Matthew Wood
Receipt acknowledged
ACTING GROUP MANAGER
STRATEGIC AND COMMUNITY
FACILITIES GROUP

For and on behalf of Ballina Shire Council ABN 53 929 887 369.

20.1.2018
Date

WP0781

04/01
05/18

Revised: 10/8 April 2020

CM: 20/23471

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Voluntary Planning Agreement – Annexure D



Bank of Queensland Limited
ACN 000 004 740
Established 1974

Level 6, 100 Stirling Terrace Queensland
QLD 4000
GPO Box 999 Brisbane Qld 4001
Telephone (BT) 3212 3333
Fax (07) 3212 3399
DX 262 Brisbane Telex AAQ1885

In your reply please quote : 125A1481
if telephoning kindly ask for : Warren Bobbormien ((126) Property Finance) 25 January 2018

Ballina Shire Council ABN 53 929 887 369
40 Cherry Street
Ballina NSW 2478

Dear Sir/Madam

BANK GUARANTEE
BENEFICIARY : Ballina Shire Council ABN 53 929 887 369
AMOUNT \$1,373,777.60

We enclose the above Bank Guarantee executed as requested by our customer, Clarence Property Corporation Limited ACN 094 710 942 as Trustee for responsible entity for Westlawn Property Trust.

Please acknowledge receipt on the attached copy of this letter.

Yours faithfully


For the Manager


Receipt acknowledged
ACTIVE GROUP MANAGER
CLARENCE AND COMMUNITY
FACILITIES GROUP

For and on behalf of Ballina Shire Council ABN 53 929 887 369.

30.1.2018
Date

VP0781

Case
5271

Simon Scott

From: noreply=ballina.nsw.gov.au@mg.paperform.co on behalf of Ballina Shire Council
<noreply@ballina.nsw.gov.au>
Sent: Wednesday, 13 May 2020 7:52 PM
To: yehkel71@gmail.com
Subject: Documents on Exhibition - Voluntary Planning Agreement Epiq Estate Lennox Head

CYBER SECURITY WARNING - This message is from an **external sender - be cautious**, particularly with links embedded within the message and/or attachments.

Feedback for Documents on Exhibition

Submitted At

2020-05-13 19:52:22

Name of exhibited document you want to make comment on.

Voluntary Planning Agreement Epiq Estate Lennox Head

Your Name

Kel Langfield

Phone Number

0403063140

Your email?

yehkel71@gmail.com

Having read the document, is it easy to read and understand?

No

Please provide any suggestions for improvement.

Plans of the facility are difficult to read due to being scanned. I have been provided with a clearer copy by Damon Maloney, Lennox Head Rugby Club.

Do you support the overall objectives and content of the document?

Yes

Please provide further comments if you wish.

Looking closely at the plans for the building, there is no women's change room facilities in the design. With this being a focus of government, providing grants to community and sporting groups, it would be far better to incorporate women's change rooms into the design at the beginning rather than those same groups having to fund raise to build at a later date. This would be a worthwhile amendment and addition to the design overall.

I agree to Ballina Shire Council collecting my Name, Email, and Phone Number

I agree

Submission ID

5ebbc356b9bb97670b6be54a

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