

Voluntary Planning Agreement

Reference: **CYA002/4**

Blacktown City Council
ABN 18 153 831 768

The Developer Parties - see Schedule 1

Newcastle

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Contents

Parties	4
Background	4
Operative part	4
1 Definitions	4
2 Interpretation	7
3 Planning Agreement under the Act	8
4 Application of this agreement	8
5 Operation of this Agreement	8
6 Contributions to be made under this agreement	9
6.1 Works	9
6.2 Delivery of Works	9
6.3 Completion of the Works	9
6.4 Failure to carry out Works	10
6.5 Defects Liability Period	11
7 Deferral of Works	11
8 Application of s7.11, s7.12 and s7.24 of the Act to the Development	12
9 Registration of this agreement	12
9.1 Registration of this Agreement	12
9.2 Removal from Register	13
10 Review of this agreement	13
11 Dispute Resolution	13
11.1 Reference to Dispute	13
11.2 Notice of Dispute	13
11.3 Representatives of Parties to Meet	13
11.4 Further Notice if Not Settled	14
11.5 Mediation	14
11.6 Expert determination	15
11.7 Litigation	15
11.8 No suspension of contractual obligations	15
12 Security	15
13 Enforcement	16
13.1 Default	16
13.2 Council may carry out Works	16

13.3	<i>Restriction on the Issue of Certificates</i>	16
13.4	<i>General Enforcement</i>	16
14	Assignment and Dealings	17
14.1	<i>Assignment</i>	17
14.2	<i>Transfer of Land</i>	17
15	Approvals and consents	17
16	No fetter	17
16.1	<i>Discretion</i>	17
16.2	<i>No fetter</i>	18
17	Notices	18
17.1	<i>Notices</i>	18
18	General	19
18.1	<i>Relationship between parties</i>	19
18.2	<i>Time for doing acts</i>	19
18.3	<i>Further assurances</i>	19
18.4	<i>Variation</i>	19
18.5	<i>No assignment</i>	19
18.6	<i>Counterparts</i>	19
18.7	<i>Legal expenses and stamp duty</i>	19
18.8	<i>Entire agreement</i>	20
18.9	<i>Representations and warranties</i>	20
18.10	<i>Severability</i>	20
18.11	<i>Invalidity</i>	20
18.12	<i>Waiver</i>	20
18.13	<i>GST</i>	21
18.14	<i>Governing law and jurisdiction</i>	21
18.15	<i>Explanatory Note</i>	21
Schedule 1	Developer Parties	22
Schedule 2	Subdivision Plan	23
Schedule 3	Scope and timing of completion of works to the "Clydesdale" estate	24
Schedule 4	Summary of requirements (section 7.4)	26
Annexure A	Conservation Management Plan	31

Agreement

Date

Parties

First party

Name Blacktown City Council (**Council**)
ABN 18 153 831 768
Contact The General Manager
Telephone (02) 9838 6000

Second party

Name The parties listed in Schedule 1 (**Developer Parties**)
Contact
Telephone

Background

- A. The Developer Parties own the Land.
- B. The Developer Parties have made a Development Application to the Council for Development Consent to carry out the initial subdivision of the Land to create five residue lots.
- C. The Developer Parties have offered to enter into this agreement to make contributions for public purposes in connection with the Development.

Operative part

1 Definitions

In this agreement, unless the context indicates a contrary intention:

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

Address means a party's address set out in the Notices clause of this agreement;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Complete with respect to an item of the Works means that particular item has been completed to the standard required under this agreement.



Construction Certificate has the same meaning as in the Act;

Defects means Works containing a material defect which:

- (a) adversely affects the ordinary use and/or enjoyment of the relevant Works; or
- (b) will require maintenance or rectification works to be performed on them at some time in the future as a result of the existence of the defect;

Defects Liability Period means twelve (12) months after the date an item of Work is Completed.

Developer Parties means the parties in Schedule 1

Development means the proposed subdivision of the Land to create five lots as generally shown on the Subdivision Plan and the future staged development of those five lots, including the Lot 1 Development, the Lot 2 Development and the Lot 3 Development;

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Essential Works means those Works described as Essential Works in the table in Schedule 3;

Fax Number means a party's facsimile number set out in the Notices clause of this agreement;

Former Building and Subdivision Provisions has the same meaning as in clause 18 of the *Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017*;

GST has the same meaning as in the GST Law;

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

Heritage Act means the *Heritage Act 1977* (NSW);

Heritage CMP means the approved Heritage Conservation Management Plan Revision K for the Heritage Item, a copy of which is at Annexure A;

Heritage Works - Stage 1 means those Works described as Heritage Works - Stage 1 in the table in Schedule 3;

Heritage Works - Stage 2 means those Works described as Heritage Works - Stage 2 in the table in Schedule 3;

Heritage Conservation Works means those Works described as Heritage Conservation Works in SCW1 and SCW 2 in the Heritage CMP;

Heritage Consultant means, for the purpose of clause 6.3, an appropriately qualified and experienced consultant, engaged and paid for by the Developer Parties, and approved by Council. Council's approval of the appointment shall not be unreasonably withheld.

Heritage Item means Clydesdale House, Cottage and Farm Landscape (as listed As State Heritage Item No. 00674) and Farmers Cottages and Barn (as listed in Schedule



5 of Appendix 12, Blacktown Growth Centres Precinct Plan, of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

Land means Lot 2 DP 260476, known as 1270 Richmond Road, Marsden Park NSW 2148;

Last Stage Development means the last stage of the Development, being the Lot 2 Development or the Lot 3 Development, whichever occurs last;

Lot 1 Development means the future development of that part of the Land generally comprising Proposed Lot 1 on the subdivision plan in Schedule 2, consisting of a land subdivision into approximately 285 residential land lots, residue lots, plus internal roads and services, two drainage channels and road intersection works at Richmond Road and Heritage Road;

Lot 2 Development means the future development of that part of the Land generally comprising Proposed Lot 2 on the subdivision plan in Schedule 2, consisting of approximately 10 super lots and approximately 20, 4 or 5 storey buildings with basement car parks;

Lot 3 Development means the future development of that part of the Land generally comprising Proposed Lot 3 on the subdivision plan in Schedule 2, consisting of a land subdivision into approximately 152 residential land lots, residue lots, plus internal roads and services;

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

Occupation Certificate has the same meaning as in the Act;

Proposed Lot means a proposed lot in the initial Development of the Land to create five residue lots as shown in the Subdivision Plan;

Rectification Notice means a notice detailing:

- (a) those aspects of the Works which have not been Completed (or which are Defective); and
- (b) the work Council requires the Developer to carry out in order to rectify the deficiencies in those Works.

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

Regulation means the *Environmental Planning and Assessment Regulation 2000*;

SCW 1 means temporary protective works required to make the items safe and prevent further deterioration or loss of significant fabric, or essential works which can be completed at this stage and as referenced in the Heritage CMP but revised and updated August 2018, Issue D.



SCW 2 means essential works needing to be done regardless of future use, as informed by investigations and reports called for in SCW1 and as referenced in the Heritage CMP but revised and updated July 2018, Issue D.

SCW 3 means essential works needing to be done to provide finished, adapted buildings or places suitable for their future uses, as informed by the Heritage CMP.

Second Stage Development means the second stage of the Development, being the Lot 2 Development or the Lot 3 Development, whichever occurs first;

Subdivision Certificate has the same meaning as in the Act;

Subdivision Plan means the plan set out in Schedule 2;

Temporary Protective Works means those Works described as Temporary Protective Works in the table in Schedule 3;

Works means the works to restore the Heritage Item set out in Schedule 3.

2 Interpretation

In this agreement, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(president, CEO or managing director)** the president, CEO or managing director of a body or Authority means any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;



- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in , Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (t) **(month)** a reference to a month is a reference to a calendar month;
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months;

3 Planning Agreement under the Act

- (a) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 4 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

4 Application of this agreement

This Agreement applies to:

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

5 Operation of this Agreement

This Agreement commences on the date it is executed.

6 Contributions to be made under this agreement

6.1 Works

- (a) The Developer Parties must carry out the Works in accordance with:
- (i) this agreement;
 - (ii) any Development Consent granted for the Works;
 - (iii) any Approval issued by the NSW Office of Environment & Heritage;
 - (iv) the Heritage CMP;
 - (v) the requirements of any approval, consent, permission or licence issued by a relevant Authority;
 - (vi) any Australian standards and other laws applicable to the Work (as long as they do not compromise significant building aspects and fabric); and
 - (vii) in a proper and workmanlike manner, complying with current industry practice and standards relating to the Work.
- (b) The parties agree and acknowledge that the Works serve the public purpose of protecting, maintaining and conserving a place with significant heritage value in accordance with the objects of the Heritage Act.

6.2 Delivery of Works

The Developer Parties must carry out each of the Works in accordance with the timing specified in **Schedule 3**.

6.3 Completion of the Works

- (a) The Developer Parties will engage a Heritage Consultant to assess whether the Works are Complete, and must provide a completion notice to the Council within ten (10) Business Days of believing it has completed any item of the Works (**Completion Notice**).
- (b) The Council must inspect the Works set out in a Completion Notice within twenty (20) Business Days of the receipt of the notice given under clause 6.3(a).
- (c) Within the earlier of:
- (i) ten (10) Business Days of inspecting the item of the Works set out in a Completion Notice; and
 - (ii) twenty (20) Business Days from the receipt of the relevant Completion Notice,

the Council must provide notice in writing to the Developer Parties that the Works set out in the Completion Notice:

- (iii) have been Completed; or
- (iv) have not been Completed, in which case the notice must also detail:
 - (A) those aspects of the relevant item which have not been Completed; and
 - (B) the work the Council requires the Developer Parties to carry out in order to rectify those deficiencies.

- (d) If the Council does not provide the Developer Parties with notice in accordance with clause 6.3(c) the Works set out in the Completion Notice will be deemed to have been Completed on the date nominated in the Completion Notice.
- (e) Where the Council serves notice on the Developer Parties pursuant to clause 6.3(c)(iv) the Developer Parties must:
 - (i) rectify the deficiencies in that item in accordance with that notice within three (3) months from the date it is issued by the Council; or
 - (ii) serve a notice on the Council that it disputes the matters set out in the notice. If the Developer Parties serve a notice on the Council in accordance with this paragraph the dispute resolution provisions of this Agreement will apply.
- (f) Where the Developer Parties rectify the Works in accordance with clause 6.3(e)(i) it must serve upon the Council a new Completion Notice for the item of the Works it has rectified (**New Completion Notice**).
- (g) The provisions of this clause 6.3 apply to any New Completion Notice issued by the Developer Parties.

6.4 *Failure to carry out Works*

- (a) If Council considers that the Developer Parties is in breach of any obligation under this agreement relating to the carrying out of any Work, including Work the subject of a Rectification Notice, Council may give the Developer Parties a notice under this clause 6.4.
- (b) The notice may require the Developer Parties to:
 - (i) rectify the breach to Council's satisfaction; and
 - (ii) immediately cease carrying out further work relating to the Work except to rectify the breach.
- (c) A notice given under clause 6.4(a) must allow the Developer Parties no less than twenty eight (28) days (or such further period as Council considers reasonable in the circumstances) to rectify the breach.
- (d) The Developer Parties must comply with any notice issued by Council under clause 6.4.
- (e) Without limiting any other rights Council has to enforce this Agreement, if the Developer Parties do not comply with a notice given under clause 6.4(a) then Council may:
 - (i) carry out and Complete the Work the subject of the Developer Parties' breach; and
 - (ii) the Developer Parties must pay to Council its costs under Completing the Works itself within twenty eight (28) days of receiving a written demand for such payment by Council.
- (f) For the purposes of clause 6.4(e), the costs which Council can recover include fees and charges incurred by Council, Council's employees, agents and contractors, and legal costs and expenses.

6.5 Defects Liability Period

- (a) During the Defects Liability Period, Council may give to the Developer Parties a Rectification Notice in respect of any Defects.
- (b) The Developer Parties must comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of Council acting reasonably.
- (c) Council may enter upon the Land for the purpose of satisfying the Rectification Notice where the Developer Parties have failed to comply with a Rectification Notice but only after giving the Developer Parties not less than ten (10) Business Days written notice of its intention to do so.
- (d) If the Council elects to exercise the step-in rights granted to it under clause 6.5(c) then:
 - (i) the Council may:
 - (A) enter upon any part of the Land that it requires access to in order to satisfy the obligations of the Developer Parties in accordance with the Rectification Notice; and
 - (B) rectify the relevant Defects in accordance with the Rectification Notice; and
 - (ii) the Developer Parties must not impede or interfere with the Council in undertaking that work.
- (e) Where Council exercises its step-in rights, all costs incurred by Council in rectifying the relevant Defects may be claimed by Council as a liquidated debt owed by the Developer Parties.
- (f) By no later than ten (10) business days prior to the end of the Defects Liability Period:
 - (i) Council will undertake a final inspection of the Work; and
 - (ii) Council may either:
 - (A) by way of written notice to the Developer Parties, confirm that the Work is acceptable to Council acting reasonably; or
 - (B) issue a Rectification Notice to the Developer Parties if it identifies any part of the Work which is not acceptable to Council (acting reasonably).
- (g) If Council issues a Rectification Notice under clause 6.5(d)(i)(B), the Developer Parties must comply with the Rectification Notice at its own cost according to its terms and to the satisfaction of the Council acting reasonably.

7 Deferral of Works

- (a) Notwithstanding any other provision of this agreement, if the Developer Parties form the view at any time, that it is unable to complete all or part of an item, or items of Works (**Deferred Works**), by the time required under this agreement, then the Developer Parties may seek the Council's approval to defer the relevant Works by providing written notice to the Council:
 - (i) identifying the relevant Work that the Developer Parties proposes to defer; and

- (ii) identifying the anticipated time for Completion of the relevant Work.
- (b) The Council, at its absolute discretion, may give the Developer Parties a written notice stating whether or not it consents to the deferral of the Deferred Works, and where it does provide such consent Council will specify in the notice:
 - (i) the revised date for Completion required by Council; and
 - (ii) any conditions Council requires with respect to the deferral, including any requirement for additional security on account of that deferral.
- (c) If the Council consents to the deferral of the Deferred Works, then the following applies:
 - (i) the Developer Parties must comply with any conditions required by Council under paragraph (b);
 - (ii) provided the Developer Parties satisfies those conditions, the Developer Parties will not be considered to be in breach of this agreement as a result of a failure to achieve Completion of the relevant Deferred Works by the time for Completion specified in this agreement; and
 - (iii) the time for completion of the Deferred Works under this agreement is the revised date for Completion approved by Council.

8 Application of s7.11, s7.12 and s7.24 of the Act to the Development

- (a) This agreement does not exclude the application of section 7.11 of the Act to the Development.
- (b) This agreement does not exclude the application of section 7.12 of the Act to the Development.
- (c) This agreement does not exclude the application of section 7.24 of the Act to the Development.
- (d) The benefits under this agreement are to be taken into consideration in determining a development contribution under section 7.11 of the Act for the Development.

9 Registration of this agreement

9.1 *Registration of this Agreement*

- (a) The Developer Parties agree to procure the registration of this agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.
- (b) The Developer Parties will, at their own expense, take all practical steps, and otherwise do anything that the Council reasonably requires to procure:
 - (i) the consent of each person who:
 - (A) has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW); or
 - (B) is seized or possessed of an estate or interest in the Land,



- (ii) the execution of any documents; and
- (iii) the production of the relevant duplicate certificates of title,
to enable the registration of this agreement in accordance with clause 9.1.
- (c) The Developer Parties will, at their own expense, take all practical steps, and otherwise do anything that the Council reasonably requires:
 - (i) to procure the lodgement of this agreement with the Registrar-General within 20 Business Days after the date of this agreement; and
 - (ii) to procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration.

9.2 *Removal from Register*

The Council will provide a release and discharge of this agreement so that it may be removed from the folios of the Register for any part of the Land subject to a stage of the Development, provided the Works required at that stage of the Development have been Completed and the Developer Parties are not otherwise in default of any of the obligations under this agreement.

10 *Review of this agreement*

- (a) This agreement may be reviewed or modified. Any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- (c) A party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party in, or as a consequence of, a review.

11 *Dispute Resolution*

11.1 *Reference to Dispute*

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

11.2 *Notice of Dispute*

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

- (a) The nature of the dispute,
- (b) The alleged basis of the dispute, and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

11.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 15 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:



- (i) resolve the dispute during the course of that meeting,
- (ii) agree that further material, expert determination in accordance with clause 11.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
- (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

11.4 *Further Notice if Not Settled*

If the dispute is not resolved within 20 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 11.5 or by expert determination under clause 11.6.

11.5 *Mediation*

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) The parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
- (b) The mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 11.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of the dispute, and
 - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment,
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 10 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation;
- (f) 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; and
- (g) In relation to costs and expenses:
 - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and

- (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that 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.

11.6 *Expert determination*

If the dispute is not resolved under clause 11.3 or clause 11.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the parties; and
 - (ii) In the event that no agreement is reached or no appointment is made within 15 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales,
- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
 - (i) Within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

11.7 *Litigation*

If the dispute is not *finally* resolved in accordance with this clause 11, then either party is at liberty to litigate the dispute.

11.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 11.1, the referral to or undertaking of a dispute resolution process under this clause 11 does not suspend the parties' obligations under this Agreement.

12 *Security*

Not used

13 Enforcement

13.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 20 Business Days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 11 of this agreement.

13.2 *Council may carry out Works*

- (a) If the Council has issued a Default Notice under clause 12.1 and:
 - (i) the Developer Parties have failed to comply with the Default Notice within the required time period; or
 - (ii) the matter has been referred to dispute resolution and the Developer Parties have failed to carry out Works in accordance with any mediation or expert determination,the Council may, by its servants, agents, employees or contractors, enter the Land at reasonable times for the purposes of carrying out the Works itself, after giving the Developer Parties 20 Business Days' further notice of its intention to do so.
- (b) If the Council carries out the Works or any part of the Works in accordance with clause 12.2(a), it will be entitled to a reimbursement for the cost of those Works from the Developer Parties.

13.3 *Restriction on the Issue of Certificates*

- (a) Council may withhold the issue of a Subdivision Certificate or Occupation Certificate if, at the relevant time, the Developer is in breach of any obligation under this Agreement.

13.4 *General Enforcement*

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this agreement prevents:
 - (i) 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; and



- (ii) 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.

14 Assignment and Dealings

14.1 Assignment

- (a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties.
- (b) Any change of ownership or control (as defined in section 50AA of the *Commonwealth Corporations Act 2001*) of a party (excluding the Council) shall be deemed to be an assignment of this agreement for the purposes of this clause.
- (c) Any purported dealing in breach of this clause is of no effect.

14.2 Transfer of Land

- (a) Once Developer 4 becomes the registered proprietor of Proposed Lot 4, it may not transfer, assign or dispose of the whole or any part of its right, title or interest in that land (present or future) to another person (**Transferee**) unless before it sells, transfers or disposes of that right, title or interest:
 - (i) Developer 4 satisfies the Council that the proposed Transferee is financially capable of complying with the obligations to carry out the Works;
 - (ii) Developer 4 satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
 - (iii) The Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of Developer 4 under this agreement;
 - (iv) Any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and
 - (v) The Transferee pays the Council's reasonable costs in relation to the assignment.

15 Approvals and consents

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

16 No fetter

16.1 Discretion

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Development Application for the Development or any other application for Development Consent (all referred to in this agreement as a "**Discretion**").



16.2 *No fetter*

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

- (a) They will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,
- (b) In the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect, and
- (c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

17 Notices

17.1 *Notices*

Any notice given under or in connection with this agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email or fax at the address or fax number below, or at the address or fax number last notified by the intended recipient to the sender after the date of this agreement:

(i)	to Blacktown City Council:	PO Box 63, Blacktown NSW 2148 Fax: 02 9831 1961 Email: council@blacktown.nsw.gov.au Attention:
-----	----------------------------	---

(ii)	to the Developer Parties:	c/- BHL Group Fax: Email: Robert.tasevski@bhlgroup.com.au Attention: Robert Tasevski
------	---------------------------	---

- (c) is taken to be given or made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's fax number; and
- (d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm



(local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

18 General

18.1 *Relationship between parties*

- (a) Nothing in this agreement:
 - (i) constitutes a partnership between the parties; or
 - (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

18.2 *Time for doing acts*

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

18.3 *Further assurances*

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

18.4 *Variation*

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

18.5 *No assignment*

A party cannot assign or otherwise transfer its rights under this agreement without the prior written consent of the other party.

18.6 *Counterparts*

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

18.7 *Legal expenses and stamp duty*

- (a) The Developer Parties must pay the Council's legal costs and disbursements in connection with the negotiation, preparation and execution of this agreement, up to a maximum amount of \$30,000 including any GST.
- (b) The Council acknowledges that, as at the date of this agreement, the Developer Parties have paid to Council \$10,000 towards the Council's total legal costs and disbursements.



18.8 *Entire agreement*

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

18.9 *Representations and warranties*

The parties represent and warrant that they have the power and authority 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.

18.10 *Severability*

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

18.11 *Invalidity*

- (a) A word or provision must be read down if:
 - (i) this agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 18.11(b) applies.

18.12 *Waiver*

- (a) A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.



18.13 GST

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

18.14 *Governing law and jurisdiction*

- (a) The laws applicable in New South Wales govern this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

18.15 *Explanatory Note*

- (a) The parties have jointly prepared the draft Explanatory Note at Annexure B for this agreement.
- (b) The Explanatory Note is not to be used to interpret the terms of this agreement.



Schedule 1 Developer Parties

Cyan Stone Clydesdale Estate 1 Pty Limited ACN 610 208 967 (**Developer 1**)

Cyan Stone Clydesdale Estate 2 Pty Limited ACN 610 209 106 (**Developer 2**)

Cyan Stone Clydesdale Estate 3 Pty Limited ACN 610 210 494 (**Developer 3**)

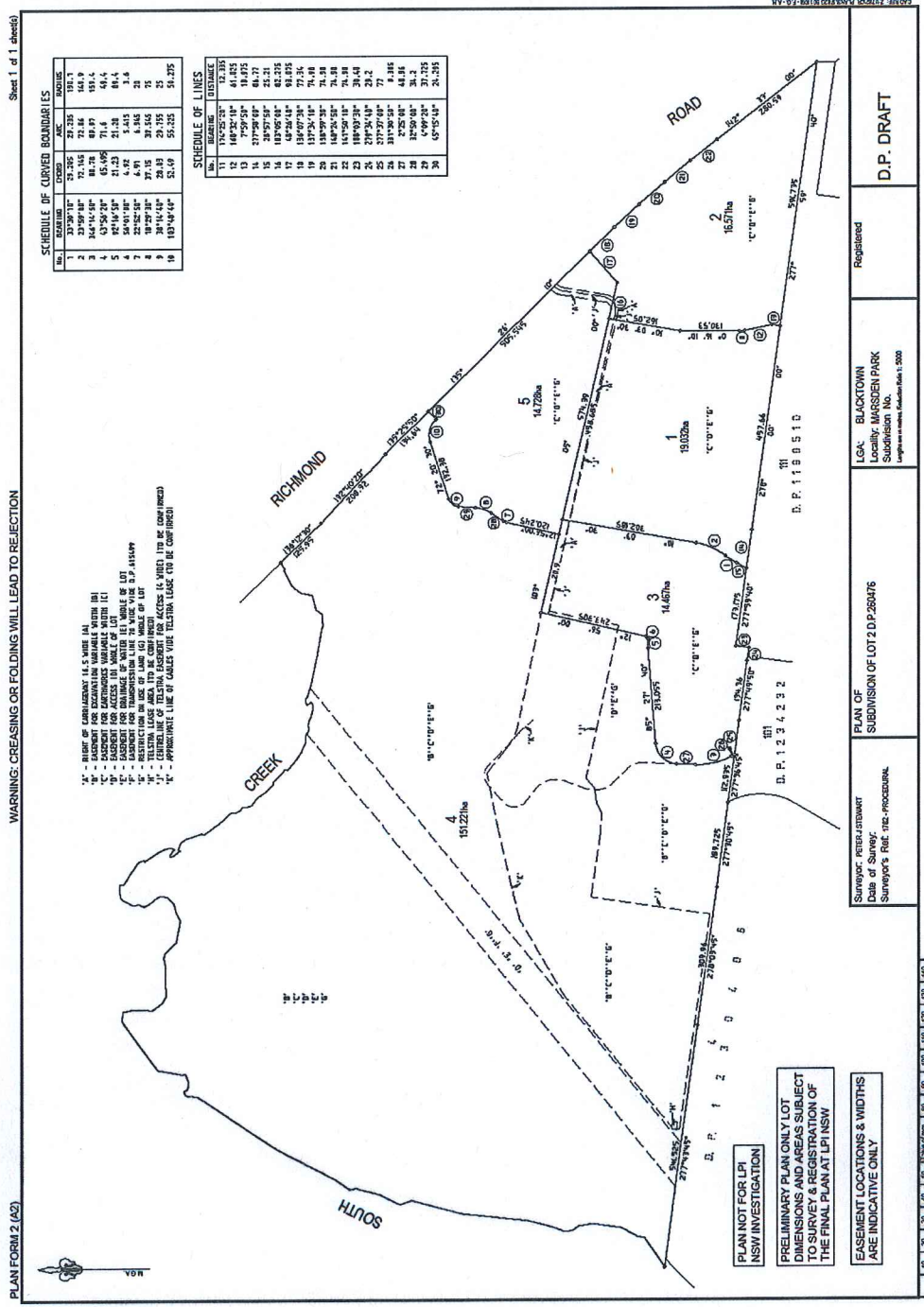
Cyan Stone Clydesdale Pty Limited ACN 610 008 172 ATF the Cyan Stone Clydesdale Trust
(**Developer 4**)

Cyan Stone Clydesdale Development Pty Limited ACN 610 008 467 ATF the Cyan Stone
Clydesdale Development Trust (**Developer 5**)

Cyan Stone Clydesdale Holdings Pty Limited ACN 610 008 510 ATF the Cyan Stone
Clydesdale Holdings Trust (**Developer 6**)

A handwritten signature in blue ink, appearing to be 'JRP', is located in the bottom right corner of the page.

Schedule 2 Subdivision Plan



Schedule 3 Scope and timing of completion of works to the "Clydesdale" estate

Stage of Works	Description	Timing
Temporary Protective Works	Temporary Protective Works as described in the Heritage CMP and its revised SCW 1 issue D, dated 23/08/18 and otherwise as required under the Heritage Act.	The Temporary Protective Works must be completed before the earlier of: (1) a Construction Certificate being issued in respect of the bulk earthworks for the Development; and (2) a Subdivision Certificate being issued for the Subdivision Plan.
Essential Works (external)	60% of the Essential Works (as described in the Heritage CMP and its revised SCW 2 issue D dated 24/07/2018)	The Essential Works must be completed prior to the issue of a Subdivision Certificate or Occupation Certificate for the Lot 1 Development, whichever occurs first.
Essential Works (internal)	40% of the Essential Works (as described in the Heritage CMP and its revised SCW 2 issue D dated 24/07/2018)	The Essential Works must be completed prior to the issue of a Subdivision Certificate or Occupation Certificate for the Lot 3 Development, or Lot 2 Development, whichever occurs first.
Heritage Conservation Works	"Heritage conservation works" as defined in Definitions to "lock-up"	The Heritage Conservation Works must be completed prior to the issue of a Subdivision Certificate or Occupation Certificate for the Second Stage Development.
Heritage Works - Stage 1	The detailed design and costing of an adaptive re-use project for the Heritage Item in accordance with the Heritage CMP, the SCW 3 Issue, dated ____, including approval from NSW Office of Environment & Heritage and costing by a quantity surveyor,	Both the Heritage Works – Stage 1 and the Heritage Works – Stage 2 must be completed prior to the issue of a Subdivision Certificate or Occupation Certificate for the

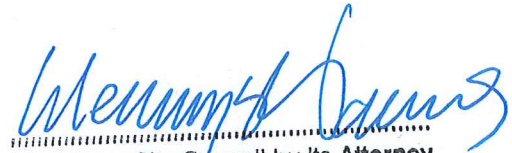
	but does not include the works to complete the adaptive re-use project.	Last Stage Development.
Heritage Works - Stage 2	The adaptive re-use of the Heritage Item in accordance with the Heritage CMP, the SCW 3 Issue, dated ____, and the detailed design prepared in carrying out the Heritage Works - Stage 1, including securing an "end-user" for the Heritage Item.	

Schedule 4 Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
Planning instrument and/or Development Application – Section 7.4(1) The Developer Parties have: (a) Sought a change to an environmental planning instrument ☐ Yes ☒ No (b) Made, or propose to make a Development Application ☒ Yes ☐ No (c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies ☐ Yes ☒ No	
Description of the land to which the planning Agreement applies – Section 7.4(3)(a)	Clause 1 – Definition of “Land”
The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(b)	Clause 1 and Schedule 3 and Clause 6.1 – Works
Applicability of section 7.11 of the Act – Section 7.4(3)(d)	Section 7.11 is not excluded, clause 7(a)
Applicability of section 7.12 of the Act – Section 7.4(3)(d)	Section 7.12 is not excluded, clause 7(b)
Applicability of section 7.24 of the Act – Section 7.4(3)(d)	Section 7.24 is not excluded, clause 7(c)
Mechanism for dispute resolution – Section 7.4(3)(f)	Clause 10 – Dispute Resolution
Enforcement of the Planning Agreement – Section 7.4(3)(g)	Clause 8 – Registration of this agreement Clause 11 – Enforcement Clause 12 – Assignment and Dealings
Registration of the Planning Agreement – Section 7.6	Clause 8 – Registration of this agreement
No obligation to grant consent or exercise functions – Section 7.4(9)	See clause 16 (no fetter)

Executed as an agreement

Signed for and on behalf of **Blacktown City Council** ABN 18 153 831 768 by its authorised delegate in accordance with a resolution of the Council dated [insert date]: 28.11.2018



Blacktown City Council by its Attorney
Glennys Louise James
pursuant to power of attorney
Registered Book 4655 No. 18



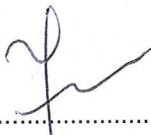
Signature of Witness

29.11.18

Signature of Authorised Representative

Print name of Witness

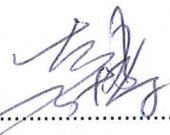
Executed by **Cyan Stone Clydesdale Estate 1 Pty Ltd** ACN 610 208 967 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

CHAO HUI ZHU

Print name of Director



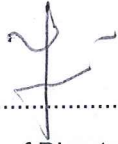
Signature of Director/Secretary

DO GONG

Print name of Director/Secretary



Executed by Cyan Stone Clydesdale)
Estate 2 Pty Limited ACN 610 209 106 in)
accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)
)
)



Signature of Director



Signature of Director/Secretary

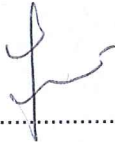
CHAOHUI ZHU

Print name of Director

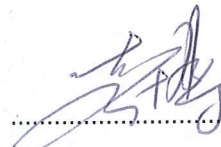
BO GONG

Print name of Director/Secretary

Executed by Cyan Stone Clydesdale)
Estate 3 Pty Limited ACN 610 210 494 in)
accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)
)
)



Signature of Director



Signature of Director/Secretary

CHAOHUI ZHU

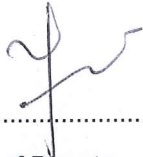
Print name of Director

BO GONG

Print name of Director/Secretary



Executed by Cyan Stone Clydesdale)
Pty Limited ATF Cyan Stone)
Clydesdale Trust ACN 610 008 172 in)
accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)
)



Signature of Director



Signature of Director/Secretary

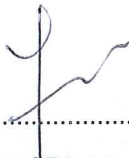
CHAOFU ZHU

Print name of Director

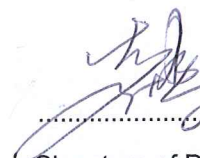
BO GONG

Print name of Director/Secretary

Executed by Cyan Stone Clydesdale)
Development Pty Limited ATF the Cyan)
Stone Clydesdale Development Trust)
ACN 610 008 467 in accordance with)
section 127 of the Corporations Act 2001)
(Cth) by:)
)



Signature of Director



Signature of Director/Secretary

CHAOFU ZHU

Print name of Director

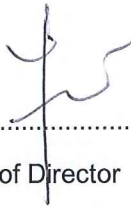
BO GONG

Print name of Director/Secretary



Executed by Cyan Stone Clydesdale
Holdings Pty Limited ATF the Cyan
Stone Clydesdale Holdings Trust
ACN 610 008 510 in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by:

)
)
)
)
)
)



Signature of Director



Signature of Director/Secretary

CHAOTUI ZHU

Print name of Director

DO GONG .

Print name of Director/Secretary



Annexure A

Conservation Management Plan

A handwritten signature in black ink, appearing to be 'M' or 'J' with a flourish.



ACN 608 897 963
ABN 92 608 897 963
Level 16, 5 Martin Place
Sydney NSW 2000
P: 02 9048 9888

29 June 2020

Dennis Bagnall
Manager Development Contributions
Blacktown City Council
Administration Centre
62 Flushcombe Road
Blacktown NSW 2148

Dear Dennis,

**CLYDESDALE HOUSE VOLUNTARY PLANNING AGREEMENT (VPA) –
COMPLETION OF ESSENTIAL WORKS (EXTERNAL) UNDER CLAUSE 6.3 AND
VARYING PROVISIONS OF THE VPA UNDER CLAUSE 18.4**

We write to Council in relation to the abovementioned VPA between Blacktown City Council (**Council**) and Cyan Stone Clydesdale Estate 1 P/L, Cyan Stone Clydesdale Estate 2 P/L, Cyan Stone Clydesdale Estate 3 P/L, Cyan Stone Clydesdale P/L ATF the Cyan Stone Clydesdale Trust, Cyan Stone Clydesdale Development P/L ATF the Cyan Stone Clydesdale Development Trust, Cyan Stone Clydesdale Holdings P/L ATF the Cyan Stone Clydesdale Holdings Trust (**Developer Parties**) to confirm the following:

- The Essential Works (external) Stage of Works is Complete to allow the 'issue of a Subdivision Certificate or Occupation Certificate for Lot 1 Development' in accordance with Clause 6.3 of the VPA, and;
- To vary the remaining Works as agreed in **Annexure A – Clydesdale Estate Schedule Conservation Works 2 (SCW2) – Works to be Completed prepared by TKD Architects dated 17 June 2020** in accordance with Clause 18.4 of the VPA.

This document is to be executed by or on behalf of all parties of the VPA in accordance with the provision of the *Environmental Planning and Assessment Act 1979 (NSW)*.



ACN 608 897 963
ABN 92 608 897 963
Level 16, 5 Martin Place
Sydney NSW 2000
P: 02 9048 9888

Executed as an agreement

Signed for and on behalf of **Blacktown City Council** ABN 18 153 831 768 by its authorised delegate in accordance with a resolution of the Council dated [insert date]:

Signature of Witness

DEBORAH ANN HOSE

Print name of Witness

Executed by **Cyan Stone Clydesdale Estate 1 Pty Ltd** ACN 610 208 967 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Yading Wan

Print name of Director

Executed by **Cyan Stone Clydesdale Estate 2 Pty Limited** ACN 610 209 106 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Yading Wan

Print name of Director

21/07/2020
Blacktown City Council by its Attorney
Steven Paul Harris
pursuant to power of attorney
Registered Book 4758 No. 886
Signature of Authorised Representative

Signature of Director/Secretary

Bo Gong

Print name of Director/Secretary

Signature of Director/Secretary

Bo Gong

Print name of Director/Secretary



ACN 608 897 963
ABN 92 608 897 963
Level 16, 5 Martin Place
Sydney NSW 2000
P: 02 9048 9888

Executed by Cyan Stone Clydesdale Estate)
3 Pty Limited ACN 610 210 494 in accordance)
with section 127 of the Corporations Act 2001)
(Cth) by:)

Signature of Director

Yading Wan

Print name of Director

Executed by Cyan Stone Clydesdale Pty)
Limited ATF Cyan Stone Clydesdale Trust)
ACN 610 008 172 in accordance with)
section 127 of the Corporations Act 2001 (Cth))
by:)

Signature of Director

Yading Wan

Print name of Director

Executed by Cyan Stone Clydesdale)
Development Pty Limited ATF the Cyan)
Stone Clydesdale Development Trust)
ACN 610 008 467 in accordance with)
section 127 of the Corporations Act 2001 (Cth))
by:)

Signature of Director

Yading Wan

Print name of Director

Signature of Director/Secretary

Bo Gong

Print name of Director/Secretary

Signature of Director/Secretary

Bo Gong

Print name of Director/Secretary

Signature of Director/Secretary

Bo Gong

Print name of Director/Secretary



ACN 608 897 963
ABN 92 608 897 963
Level 16, 5 Martin Place
Sydney NSW 2000
P: 02 9048 9888

Executed by Cyan Stone Clydesdale)
Holdings Pty Limited ATF the Cyan Stone)
Clydesdale Holdings Trust ACN 610 008 510)
in accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)

Signature of Director

Yading Wan

Print name of Director

Signature of Director/Secretary

Bo Gong

Print name of Director/Secretary



ACN 608 897 963
ABN 92 608 897 963
Level 16, 5 Martin Place
Sydney NSW 2000
P: 02 9048 9888

**Annexure A - Clydesdale Estate Schedule Conservation Works 2
(SCW2) – Works to be Completed prepared by TKD Architects
dated 17 June 2020**

SCHEDULE 2 (SCW02) — WORKS TO BE COMPLETED

PROJECT: CLYDESDALE ESTATE – CONSERVATION WORKS
JOB NO.: 180013.HP
DATE 17 JUNE 2020
ISSUED:
FROM: TKD ARCHITECTS
TO: BOYUAN HOLDINGS LIMITED
ATTENTION SIMON BURK, SENIOR DEVELOPMENT MANAGER
SUBJECT Clydesdale Estate
Schedule of Conservation Works 2 — Works To Be Completed



INTRODUCTION

A substantial amount of conservation work at the Clydesdale Estate has been completed. The House and Stables have been made structurally sound and watertight. The two-storey verandah on the House has been reconstructed back to its original 1920s configuration and detail including along the southwest elevation, which had been partially demolished some years ago due to its very poor condition. Temporary storm water solutions have been implemented to ensure that rainwater drains away from the significant structures. Conservation works to the exterior and interior of the House, Stables and Burial Ground are ongoing.

Works to Cottage 6 have been limited to demolition of the north, south and west additions. Completion of the remaining works is subject to the outcome of a S60 application to demolish/reconstruct the structure due to its very poor condition. Approximately 80% of the fabric needs to be replaced, leaving very little historic fabric.

The conservation works completed to date have been consistent with the conservation objectives and approach identified in *Schedule of Conservation Works 2, Essential Works, Clydesdale Estate, Marsden Park* (Issue D, 27 July 2018), prepared by GBA Heritage.

This revised schedule of conservation works for the Clydesdale Estate, has been prepared for BHL Group to assist with documenting the conservation works still to be completed and to assist with amendments to the Voluntary Planning Agreement (VPA) established between Cyan Stone Clydesdale Estate 1 P/L, Cyan Stone Clydesdale Estate 2 P/L, Cyan Stone Clydesdale Estate 3 P/L, Cyan Stone Clydesdale Development P/L ATF the Cyan Stone Clydesdale Development Trust, Cyan Stone Clydesdale Holdings P/L ATF the Cyan Stone Clydesdale Holdings Trust and Blacktown City Council (BCC).

The revised schedule documents the works originally identified in *Schedule of Conservation Works 2* (Issue D, July 2018), the status of the works to date and the works still to be completed. It should be read in conjunction with the conservation objectives and approach established in the original schedule to ensure that the remaining works continue to be consistent with the approach undertaken to date.

The revised schedule also provides the basis for an amendment to the VPA that recognises that the breakdown of the conservation works in the original schedule and their association with different stages of the residential subdivision are no longer an appropriate fit. The original schedule nominated at which stage of the associated residential subdivision the conservation works are required to have been completed. It included the following breakdown:

- P1-60%—This identifies the schedule items needing to be completed prior to the release of the first residential lot within the 285 Lot Precinct 1 (JRRP-16-03316). These works comprise at least 60% of the total restoration works outlined within the schedule.
- P3-40%—This identified the schedule items needing to be completed prior to the release of the first residential lot within the 152 Lot Precinct 3 (DA-18-01249). These works comprise at least 60% of the total restoration works outlined within the schedule. [Note: it is understood that the percentage stated here should have been 40% not 60%.]

While more than 60% of the total quantum of works have been completed to date, sufficient to meet the original intent and trigger the release of the first residential lot within the 285 Lot Precinct 1 (JRRP-16-03316), not all of the 'P1-60%' works have been completed due to the need for further statutory discussion and assessment of archaeological investigations associated with essential excavation, additional tasks identified during the works and to fit within usual construction phase programming. In addition, a considerable amount of the 'P3-40%' works have also been completed to date.

The breakdown has therefore been amended to the following:

- All 'P1-60%' and 'P3-40%' works completed to date, amounting to more than 60% of the total conservation works outlined in the original schedule.
- 'Works to be completed' as identified in the revised schedule below, nominally the remaining 40% of works outlined in the original schedule.

Completion of the works to Cottage 6 (identified in SCW02) are subject to further discussion and assessment with Heritage NSW and Council. They have therefore been deferred to the adaptive re-use stage of the project. Other interior works more appropriately addressed as part of the adaptive re-use stage of the project have also been deferred to SCW03. This is reflected in the revised schedule.



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
Investigations and Inspections	Physical investigations by the following suitably qualified and experienced contractors: Archaeologist, Structural Engineer, Roofer, Hydraulic Engineer, Plumber / Roof Plumber, Hazardous Material Inspector, Electrical Contractor, Specialist Leadlight and Stained Glass Contractor and Landscaping Contractor.	Anticipated investigations complete. Investigations have been undertaken (and reports prepared) by the structural engineer, hydraulic engineer, electrical engineer, geotechnical specialist, pest inspector, Hazmat specialist, TKD Architects and specialist contractors (brickwork, stonework, pressed metal ceilings, windows/doors/stairs, leadlight etc.) The interior of the roof spaces has been accessed allowing inspection of the roof and first floor ceiling structures. Floorboards have been lifted within all of the rooms allowing inspection of the timber floor structures and sub-floor areas as well as the condition of the brickwork along the perimeter of the interior rooms. The verandah flagstones were lifted in their entirety allowing inspection of the rubble and fill base. Drummy render and render around large cracks has been removed exposing the condition of the underlying brickwork. The paint has been removed from the windows and the pressed metal ceilings allowing for a full assessment of their condition by the specialist contractor.	Ongoing but additional investigation is not anticipated	Further investigations as required by the demands of the project.



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
		Visual inspections of the sub-floor have been undertaken by the Archaeologist. The findings were incorporated into the s60 application for excavation associated with the conservation works within the sub-floor areas and around the perimeter of the building. Archaeological investigations within the footprint of the building other than under the concrete slabs in Rooms G.10, G.11, G.12, G.13 and G.14 has been completed.	75%	The remaining excavation directly associated with conservation works in the vicinity of the House, monitored by a qualified archaeologist consistent with the requirements of the S60 approval for the excavation works.
		Ground remediation in the vicinity of the House has been identified. A separate S60 application for this work has been approved.	—	The ground remediation in the vicinity of the House is to be monitored by a qualified archaeologist consistent with the requirements of the S60 approval for the ground remediation works.
	All works recommended in specialist consultant reports as essential for the stability, safety and future operation of the building must be carried out in consultation with the nominated Heritage Consultant.	The following has been completed or is currently being undertaken in consultation with TKD Architects: • Structural repairs to timber roof and floor framing and the timber-framed verandah. • Repairs to brickwork and replacement of damaged lintels etc. • Repairs to sandstone elements including window sills and the verandah floor. • Repairs to the timber stairs and their re-installation. • Repairs to the timber windows and doors.	Ongoing	As detailed separately below.



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
		- Replacement of damaged or missing leadlight windows. - Repairs to pressed metal ceilings and plaster panel ceilings. - Installation of services upgrades.		
		A S60 application has been approved for further archaeological investigations and for excavation works associated with additional structural elements (piers etc) and upgrading of services. This work is largely complete.	75%	The remaining excavation directly associated with conservation works in the vicinity of the workhouse and Stables is to be monitored by a qualified archaeologist consistent with the requirements of the S60 approval for the excavation works
		A separate S60 application for ground remediation within the vicinity of the House has been approved. The ground remediation works will be managed to avoid physical impacts on the buildings, archaeological areas and landscape elements.	—	The ground remediation in the vicinity of the House is to be monitored by a qualified archaeologist consistent with the requirements of the S60 approval for the ground remediation works.
	Termite infestation to be investigated and treated before works proceed.	Termite investigations of the House have been completed. Termite treatment to be applied (chemical injection into the sub-floor) on completion of the interior works on the ground floor. Other termite treatment works to the perimeter of the building will be implemented once all other works, including ground remediation and adjustments to ground levels, are complete and the scaffolding has been removed.	Investigations 100%	Completion of termite treatment as recommended by specialist in consultation with TKD Architects.
Roof Structure	Repair damaged timber elements in consultation with Structural Engineer.	All structural roof works complete. All existing roof timbers were retained. Minor structural repairs identified by	100%	—



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
	Retain as much original fabric as possible in preference to complete replacement. Generally, where less than 40% of a timber element is damaged, new timber should be scarfed in, rather than a whole length being replaced. Where an existing timber member is structurally inadequate, the member can be retained and a new member fixed next to it, as per the engineer's details. New components are to match existing in terms of profile, detail, dimensions and timber species.	the structural engineer—introduction of supplementary timbers to strengthen existing elements.		
Slate Roof Cladding	Slate roof to main section of House – carry out works as agreed between Roofer and Heritage Consultant.	Slate roof repairs complete. The majority of the slates were in poor condition with recently-introduced slates of inferior quality and a poor match to the original 1920s slate. Only one section of roof retained the original 1920s roofing slates. All of the slate was replaced with new welsh slate to match the material, dimension and detail of the remnant section of 1920s roofing slate. Lead flashings and cappings were repaired/replaced. Sarking was installed.	100%	—
Metal Roof Cladding	Replace existing corrugated iron with unpainted galvanised steel in "Custom Orb" profile or similar approved by heritage consultant. Install same to reconstructed or repaired verandahs.	Works complete. Documentation prepared by TKD Architects – drawings and specifications. The verandah roof was dismantled to facilitate structural repairs. New metal	100%	—



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
		roof cladding has been re-instated on completion of verandah reconstruction. Replacement of metal roof cladding on lower roof of rear wing has been completed.		
Timber roof elements	Carry out works as agreed between specialist consultants and nominated Heritage Consultant. Retain as much original fabric as possible in preference to complete replacement. Generally, where less than 40% of a timber element is damaged, new timber is to be scarfed in, rather than a whole length being replaced. Repairs and replacement components are to match 'like for like'. New components are to match existing in form, profile, detail, dimensions and timber species. Prepare and paint.	Works complete. As much original fabric as possible was retained. Damaged sections of fascia and eaves lining boards etc were replaced with new timbers of matching dimension, profile and detail.	100%	—
Flashing	Flashing to be inspected for water ingress and corrosion. Damaged flashings to be replaced in lead and seals to be replaced.	Flashings to roof and chimneys complete. Most flashings replaced with new lead flashing—some overflashings to chimneys retained. Flashing to verandah roof has been completed.	95%	Completion of minor rectification works.
Roof Ridge and Hip Capping	Replace all steel ridge capping with lead. All valleys to be unpainted galvanised steel.	Works complete. All roof ridge and hip capping was replaced with new lead capping to original detail.	100%	—



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
Chimneys	Carry out work as agreed between specialist consultants and nominated heritage consultant. Repairs, source chimney pots where missing or cracked TME. Ensure chimney pots are securely bedded in mortar.	Works complete. Removed chimney pots re-instated. Missing chimney pots were replaced with new salvaged chimney pots to original detail. All bedding checked over and replaced where necessary. Lead covers applied to all chimney pots. All originally-painted elements of the chimneys have been re-painted.	100%	—
Stormwater Disposal System (Rainwater Goods)	Installation of new gutters, downpipes, rainwater heads, astragals etc. Ensure that pipework empties into a fixed system and will not damage or undermine the building foundations or structure.	Installation of replacement gutters, valleys, spreaders and rainwater heads complete. Downpipes and connection to stormwater system, including excavation for new stormwater pipes, to be finalised at completion of all works within the vicinity of the House and once scaffold has been removed. Temporary downpipes that extend out from the building have been installed to ensure that rainwater drains away from the building.	Rainwater goods 100%	Installation of specified downpipes and connection with stormwater system. Works include installation of sink stones at the base of each downpipe to facilitate cleaning.
Walls - Brickwork	Brickwork repair – where bricks are required to be replaced, similar bricks of the same period should be sourced if possible.	Brickwork repairs complete. Inspections and documentation prepared by TKD Architects and specialist engineers (ACOR). Localised external render removal to reveal cracks to brickwork complete. Bricklayer selected has established experience at working with historic fabric.	100%	—



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
		Replacement mortar used is of a traditional lime-rich mix. External crack repairs (including use of helibars) are complete. Removal/replacement of steel lintels is complete. Partial rebuilding of external brickwork to repair heavily-damaged or missing brickwork is complete. This work was significantly greater than the amount anticipated in SCW02. Replacement bricks sourced to closely match the size, colour and texture of the existing. Note: existing bricks are very soft.		
	—	Replacement/supplementation of failed lintels over windows and doors is complete for all but the rear door. Replacement of concrete lintel over rear door – approximately 50% complete.	90%	Replacement of lintel over rear door.
	Rising damp to be addressed by suitably qualified specialist in consultation with nominated Heritage Consultant.	Chemical DPC has been inserted into the walls of the rear service wing—repair of internal brickwork and render complete.	100%	—
	Re-pointing – new mortar should be softer and more porous than the surrounding brickwork units.	All external re-pointing complete. Re-pointing has made use of a traditional lime-rich mortar mix.	100%	—
	Brickwork that is rendered is to remain rendered.	All render finishes have been repaired — minor patching of damaged render will be required at completion.	95%	Completion of minor rectification works.



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
Walls – Stone window sills	Carefully remove paint. Retain and conserve existing sills as per recommendation of a suitably qualified specialist stone contractor and heritage consultant. Leave sills unpainted on completion of repair works.	Works complete. Documentation prepared by TKD Architects and ACOR. Scope of work confirmed with specialist contractor. Paint removal from stone sills is complete. Patch repairs to stone window sills is complete. The window sills have not been repainted.	100%	—
Walls – Door sills	Rendered sill to be retained OR replaced with sandstone or slate in consultation with nominated Heritage Consultant.	Sills in sound condition, no works required.	N/A	—
Walls - Asbestos cement clad verandah cupboard (ground floor)	Hazmat inspector to confirm presence of asbestos. Dispose of asbestos. Replace cupboard or make good external walls and verandah floor.	Works complete. Hazmat inspection undertaken and asbestos materials removed and disposed. Timber framing and floor tiles and screed also removed. Brickwork contractor has made good damage to walls—complete. Verandah flagstones have been lifted and been re-laid on a compacted base. Damaged sandstone has been repaired with new salvaged stone to patch earlier floor penetrations.	100%	—
Walls – Air vents. Painted metal air vents at floor and ceiling levels	Remove areas of oxidisation back to bright surface and refinish using a rust inhibitor, priming coat and finishing system.	Documentation prepared by TKD Architects. All removed vents were treated with rust inhibitor and reinstated. Remaining wall vents to be removed, treated with a rust inhibitor and	50%	Treatment of remaining wall vents.



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
		reinstated as part of the SCW03 works.		
Walls – Shutter stays (shutter dogs)	Remove areas of oxidation back to a bright surface and refinish using a rust inhibitor, priming coat and finishing system. Ease to make operable.	Documentation prepared by TKD Architects. Shutter stays are to be temporarily removed, treated for corrosion and re-instated.	10%	Treatment of shutter stays as specified.
External walls to room F12 (bathroom) (first floor WC addition)	Room can be removed or retained. If retained: test for asbestos and if necessary replace with approved materials. Repair OR replace timber window, retain but safely terminate services and lock door until works can be implemented as per SCW3.	Works complete. Room to be retained in the short-term. Hazmat report complete and asbestos materials removed and disposed. Inspections and documentation undertaken by TKD Architects and ACOR. Asbestos sheeting has been replaced with new FC sheeting and timber battens and painted.	100%	—
Render Finish	Implement recommendations of rising damp specialist in consultation with nominated heritage consultant.	Works complete. Chemical DPC has been inserted into the internal face of the walls of the rear service wing—repair of internal brickwork and render is complete.	100%	—
	Repairs to render finish to match existing in material composition, texture and profiles.	Contractor selected has established experience at working with traditional renders. Localised areas of render removed to reveal structural brickwork damage and to facilitate brickwork repairs. Documentation prepared by TKD Architects and ACOR in consultation with specialist contractor.	95%	Completion of minor rectification works.



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
		Replacement of missing and damaged render (after completion of brickwork and lintel repairs) is complete. Some very minor rectification work required prior to completion of external works.		
Paint	Prepare and paint in consultation with heritage consultant and in accordance with the methodology in Section 5.0.	Documentation prepared by TKD Architects. Removal of loose and flaking paint complete and primer coat and first coats applied. Remaining coat(s) to be undertaken on completion of verandah reconstruction and minor render rectification works.	80%	Application of final paint coats as specified.
Windows	Repair timber elements or, where necessary, replace to match existing. Replace damaged glass. Prepare and repaint. Original hardware to be retained, cleaned and repaired where possible. Avoid mixing existing and new hardware in one room, hardware can be relocated if necessary. Make operable.	Drawings, specification and window repair schedule prepared by TKD Architects. Paint removed. Repairs underway. Only two windows required to be removed and repaired all others repaired in situ. Removed windows were tagged before removal and re-instated to original location. All windows have been made operable and damaged glass replaced. All of the timber louvred shutters have been repaired. Some have been re-instated. Remaining to be re-instated on completion of repairs to windows. Windows to be prepared and repainted on completion of the repairs. Original hardware has been retained and cleaned and is being progressively re-installed as the window repairs are	80%	Completion of window repairs and installation of repaired or replacement hardware in consultation with TKD Architects.



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
		completed. Replacement hardware will be identified and installed in consultation with TKD Architects.		
External Doors	Repair timber elements or, where necessary, replace to match existing. Replace damaged glass. Existing leadlight and stained glass is to be retained and conserved by suitably qualified consultant. Prepare and repaint. Make operable.	Documentation prepared by TKD Architects – drawing and specification Note: leadlight and stained glass was removed to DF01 by vandals. A leadlight specialist has been engaged to replace the missing leadlight panels to match the original detail. Paint removed. Repairs underway. Some non-original doors to be replaced with new to match existing earlier doors. All doors have been made operable and damaged glass replaced. Original hardware has been retained and cleaned and is being progressively re-installed as the door repairs are completed. Replacement hardware will be identified and installed in consultation with TKD Architects. Shop drawings for lead light windows have been received and comments issued—lead light windows to be installed in co-ordination with repairs to timber door framing underway. Re-instatement of lead lights to ground floor (DG.01) subject to documentary evidence – this work will be undertaken as part of the building's adaptation to a new use (SCW03). Doors to be repainted on completion of repairs.	75%	Completion of door repairs including re-painting.



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
Timber Verandah	Review reports from structural engineer and pest inspector in consultation with architect and nominated heritage consultant.	Inspections and documentation prepared by TKD Architects and structural engineer (ACOR) in consultation with the carpenter. Full dismantling and reconstruction recommended given the condition of the timbers and the poorly designed and implemented connections at the pedestal (base) and at the first floor.	100%	—
	Undertaken Photographic Archival Recording including measured drawings.	The verandah was measured and archivally photographed prior to dismantling.	100%	—
	Where verandah timbers are unsound – replace members to match existing in every detail. Where verandah timbers are sound – repair as required	Timbers have been salvaged and stored in a weathertight shed on site. Each timber has been inspected and a strategy was developed to ensure the maximum number of timbers are re-used and repaired rather than replaced. New connection details were agreed between TKD Architects, the structural engineer and contractor - detailed to match existing but satisfy structural and safety requirements. Repairs to the timber posts, edge beams, bearers and joists are complete. Timber verandah posts, bearers, beams, joists and flooring have been repaired or replaced and re-instated to the verandah. The southwest elevation has been reconstructed in full. The balustrade is currently being re-instated on both levels.	100%	—



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
	Remove Mexican Fan Palm prior to reconstruction.	Mexican Fan Palm was removed prior to dismantling of verandah.	100%	—
	Prepare and paint or seal in consultation with nominated heritage consultant.	Timbers were primed prior to reconstruction (as appropriate). Re-painting to be completed once the verandah has been reconstructed.	80%	Completion of painting of verandah (and sealing of floors) once reconstruction has been completed.
Verandah – Ground Floor Paving	Review report from specialist stonemason regarding condition of existing stone.	Documentation prepared by TKD Architects and ACOR in consultation with specialist stonemason. The condition of the sandstone was assessed by the stonemasonry contractor in consultation with TKD Architects. Approximately 40% of the sandstone on some sides was beyond repair and was recommended for replacement.	100%	—
	Generally, retain, conserve and reuse maximum amount of existing sandstone to create code-compliant sandstone floor.	As much of the existing sandstone flagging as possible was re-used. Where possible larger stones were cut down to remove heavily-damaged sections and the remainder re-used to repair other damaged stones.	100%	—
	Erect public safety barriers preventing general access to verandah for duration of works.	Safety barriers installed, where required to avoid access by other contractors for the duration of the works.	100%	—
	Carefully take up all existing flagstones for reuse, tag to enable reinstatement in same locations, and safely store.	All existing flagstones were lifted, stored and tagged for reinstatement in the same locations.	100%	—
	Conserve and repair individual flagstones as advised by stonemason	Flagstones were retained and conserved consistent with agreed	100%	—



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
	in consultation with nominated heritage consultant.	approach developed by stonemason with TKD Architects.		
	In consultation with architect, stonemason and nominated heritage consultant, consolidate verandah substrate or base. Completed verandah floor to fall to outside so as to shed water.	All loose rubble and fill was removed, the sub-base lightly compacted and a 100mm thick consolidated base of 2% cement-stabilised sand laid. Sandstone flagging was re-laid on a 70mm (approx.) thick wet bed of traditional lime-rich mortar. Verandah floor was laid to achieve a consistent fall to the outer perimeter.	100%	—
	Reinstate original flagstones in original locations, turning flagstones over as necessary. Reuse intact portions of original flagstones where possible. Where necessary install new sandstone flagstones or sections to match conserved original stone and as approved by nominated heritage consultant.	Flagstones were re-laid on the north verandah using original stone. Flagstones on the west and south elevations were re-laid using salvaged stones supplemented with replacement stone.	100%	—
	Grout and finish in consultation with stonemason and nominated heritage consultant.	Re-laid flagstones were re-pointed/grouted using a lime-rich mortar mix coloured for a close match to the flagstones. Flagstones cleaned but will need to be re-cleaned at completion of the verandah reconstruction works.	95%	Final clean of flagstones at completion of all conservation works.
External Paving	Take up concrete paving, SE elevation. Area to be lowered to prevent water ingress.	Works will be undertaken on completion of verandah works and removal of scaffolding. Aim is to re-grade the ground level in this area to drain surface water away from the building. Sub-surface drainage to be installed along the perimeter of the rear	—	Removal of a section of the concrete slabs from around the perimeter of the building sufficient to excavate a trench around the rear of the building and install waterproofing measures and sub-surface drainage.



Clydesdale House—External Works				
Element	Works	Status	% Complete	Works to be completed
		of the building to provide additional drainage and further minimise water ingress into the rear walls of the building. Re-grading of the ground to the rear of the House is to be undertaken as part of future works associated with the adaptation of the building to a new use (SCW03).		
Retaining Walls and Steps	Dismantle and rebuild where structural damage. Damaged pillar to be restored to match the intact pillar. Note: Generally in sound condition. Pillar to be reinstated. Top step to be repaired.	Works complete. Documentation prepared by TKD Architects and ACOR. The northwest and southwest corners of the verandah perimeter wall were dismantled and a geotechnical assessment of the underlying foundation material prepared. The remnant roots of the Mexican Fan Palm were removed. Structural engineer confirmed new footing requirements and the affected areas of the verandah perimeter wall were re-built to original detail on a new concrete footing. Top step was lifted and repaired before being re-instated. The repairs involved the replacement of the back edge with new stone to re-instate original profile. Post ('pillar') at bottom of stair balustrade has been repaired and re-instated.	100%	—



Clydesdale House – Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
Investigations and Inspections	Physical investigations by the following suitably qualified and experienced contractors: Archaeologist, Structural Engineer, Roofer, Hydraulic Engineer, Plumber / Roof Plumber, Hazardous Material Inspector, Electrical Contractor, Specialist Leadlight and Stained Glass Contractor and Landscaping Contractor.	Anticipated investigations complete. Floorboards have been lifted within all of the rooms allowing inspection of the timber floor structures and sub-floor areas as well as the condition of the brickwork along the perimeter of the interior rooms. The interior of the roof spaces has been accessed allowing inspection of the roof and first floor ceiling structures. Drummy plaster and plaster around large cracks were removed exposing the condition of the underlying brickwork. The paint has been removed from the pressed metal ceilings allowing for a full assessment of their condition by the specialist contractor. Visual inspections of the sub-floor have been undertaken by the Archaeologist. The findings were incorporated into the s60 application for excavation within these sub-floor areas and for around the perimeter of the building. Investigations have been undertaken (and reports prepared) by the structural engineer, hydraulic engineer, electrical engineer, pest inspector, Hazmat inspectors, TKD Architects and specialist contractors (brickwork, stonework, pressed metal ceilings, windows/doors/stairs, leadlight etc.)	Ongoing but additional investigation is not anticipated	Further investigations as required by the demands of the project.



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
	All works recommended in specialist consultant reports as essential for the stability, safety and future operation of the building must be carried out in consultation with the nominated Heritage Consultant.	The following has been completed or is currently being undertaken in consultation with TKD Architects: • Structural repairs to timber roof and floor framing. • Repairs to brickwork and replacement of damaged lintels etc. • Repairs to the timber stairs and their re-installation • Repairs to the timber windows and doors. • Replacement of damaged or missing leadlight windows. • Repairs to pressed metal ceilings and plaster panel ceilings. • Installation of services upgrades. A S60 application has been approved for further archaeological investigations and for excavation works associated with additional structural elements (piers etc) and upgrading of services. The investigations and excavation works within the building footprint are complete.	Ongoing	As detailed separately below.
Walls	Subject to advice of structural engineer return any shifted brickwork to its original position. This may require limited relaying of brickwork.	Further investigation found the need for extensive repairs to the existing internal brickwork. The repairs have required the removal of heavily-damaged bricks and the introduction of salvaged and new bricks to ensure the structural stability of the wall.	95%	Completion of minor works to walls of Room G.09a to facilitate reconstruction of floor structure in this space.



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
		Some crack-stitch repairs were also required.		
	Recommendations of rising damp specialist with heritage experience to be implemented in consultation with nominated heritage consultant.	Works complete. Chemical DPC has been inserted into the internal face of the walls of the rear service wing—repair of internal brickwork and render complete.	100%	—
	Any new mortar should be softer and more porous than the surrounding brickwork units to enable water egress.	All new mortar has been of a traditional lime-rich mortar mix.	100%	—
	Brickwork that is plastered should remain plastered. Brickwork that is painted may be repainted.	Damaged plaster has been largely repaired. Painted brickwork will not be repainted in the short term to allow it to dry out. All loose and flaking paint has been removed.	75%	Completion of render repairs and re-painting of rendered surfaces.
	Damaged surfaces should be stabilised and repaired. As much original fabric as is reasonably possible is to be retained via patching. Plaster repairs are to match the existing in terms of composition and finish. Particular care should be taken to repair lime plaster surfaces in kind.	Damaged plaster is being repaired using a traditional plaster mix. (Note: in many cases the existing mortar is of a high cement content indicating that some areas of plaster have been more recently replaced.)	80%	Completion of minor works to the render finishes in the rear rooms of the House.
	Rooms G13 and G14. Hazmat inspector to confirm presence of asbestos in internal stud walls. Any asbestos should be removed and disposed of. Walls may be replaced if desired as part of SCW03 works.	Works complete. No asbestos found. Lightweight partitions have been removed to reinstate original room configuration.	100%	—



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
	Room G06. Hazmat inspector to confirm presence of asbestos. Any asbestos should be removed and disposed of. Photographically document remnant dado boards. Timber dado matching original in dimension and profile can be installed if desired in consultation with nominate heritage consultant.	Works complete. No asbestos found. Existing dado boards photographed prior to temporary removal and storage. Decision as to whether dado is re-instated to be confirmed once the investigations of the condition of the external wall to this room have been completed and any measures to avoid damp are implemented.	80%	Re-instatement of timber dado boards to walls on completion of external works to this room.
Skirting boards	Remove, tag, record location and safely store all original and early skirting until all required work to walls and floors is complete.	Works complete. Some select skirting boards have been removed to assist with further investigations and to facilitate repairs to brickwork. Skirting boards were tagged and stored in the same room before being re-instated on completion of the brickwork repairs.	100%	—
	Repair or replace damaged or missing original or early timber skirting in accordance with methodology in Section 5.0 (of SCW02) and in consultation with the nominated heritage consultant.	Repairs to skirting boards following the established methodology are largely complete on the first floor and are underway on the ground floor.	75%	Completion of re-instatement of removed timber skirting boards.
	Where no skirting extant, or where new timber floors are to be installed, install timber skirting in consultation with nominated heritage consultant.	Replacement skirting, where needed, has been selected in consultation with TKD Architects.	Ongoing	Completion of re-instatement of removed timber skirting boards.
Internal doors	Remove and dispose of DG13 and DG18. Replace with new doors matching existing 6-panel doors.	Doors to be removed and replaced with new doors matching existing 6-panel doors.	—	Replacement of existing doors at DG13 and DG18 with 6-panel doors to match original detail.



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
	Door DG19 can be replaced with door matching existing 6-panel doors if desired.	Door to be removed and replaced with new door to match existing 6-panel doors.	—	Replacement of existing door at DG19 with 6-panel doors to match original detail.
	New doors matching existing 4-panel doors may be installed at DG15-DG17 if desired.	Replacement of existing doors to be considered as part of the building's adaptation to a new use (SCW03).	N/A	—
	Other internal doors to be retained, eased and conserved in accordance with methodology at Section 5.0 (SCW02).	Internal doors are to be retained and conserved in accordance with the established methodology.	50%	Completion of the remaining repairs to the internal doors.
	Original or early hardware to be retained and conserved where possible, or where necessary replaced with matching style.	Original or early hardware is to be retained and conserved where possible. Assessment of existing hardware is underway. Reinstatement of existing and replacement door hardware to be undertaken as part of the building's adaptation to a new use (SCW03).	Ongoing	Completion of door hardware assessment.
Panelled door reveals	Retain and conserve in accordance with methodology at Section 5.0 (SCW02).	Panelled door reveals to be retained and conserved in accordance with the established methodology.	50%	Completion of the remaining repairs to the panelled door reveals.
Door and window architraves and sills	Retain and conserve all skirting (architraves and sills) in accordance with methodology at Section 5.0 (SCW02) and in consultation with the nominated heritage consultant.	All window and door architraves and sills are being retained and repaired in accordance with the established methodology.	50%	Completion of the remaining repairs to window and door architraves.
	Any proposed replacement of architraving with different (for example, older) styles will be addressed in SCW03.	Potential replacement of existing timber architraves to be addressed as part of the building's adaptation to a new use (SCW03).	N/A	—
Leadlight and stained glass	It is likely that DG01 once featured leaded stained glass. Install leaded	Re-instatement of lead lights subject to finding documentary evidence—	80%	Completion of remaining repairs to DG01.



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
	and/or stained glass to door, sidelights and highlights in consultation with leadlight/stained glass consultant and nominated heritage consultant.	window openings differ in dimension from the door above. This work will be undertaken as part of the building's adaptation to a new use (SCW03).		
Ceilings	Retain and conserve existing ceilings. Suitably qualified tradespersons with heritage experience to repair as required. Replace sections as necessary on a like-for-like basis in consultation with nominated heritage consultant. Prepare and paint.	All existing original or early ceilings have been retained and will be conserved. A specialist ceiling repair specialist has inspected all of the ceilings and provided a recommendation for repairs. The pressed metal ceilings have been cleaned of all remnant paint and rust. Repair/replacement of plaster (and plasterboard) ceilings have been completed. These ceilings have been repainted. Replacement or repair of damaged sections of pressed metal ceilings is to commence shortly.	60%	Completion of repairs to pressed metal ceilings.
Cornices	Retain and conserve existing cornices. Suitably qualified tradespersons with heritage experience to repair as required. Replace sections as necessary on a like-for-like basis in consultation with nominated heritage consultant. Cornices are not to be installed along walls between Rooms G03/04 and G07/08 or in rooms G10 or G14. Prepare and paint.	All existing original or early cornices are to be retained and conserved. A specialist ceiling repair specialist has inspected all of the cornices and provided a recommendation for repairs. The pressed metal cornices have been cleaned of all remnant paint and rust. Repair/replacement of plaster cornices has been completed. These cornices have also been repainted.	60%	Completion of repairs to pressed metal cornices.



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
		Replacement or repair of damaged sections of pressed metal cornices is to commence shortly. Cornices will not be installed in Rooms G03/04 and G07/08 or in rooms G14. The existing cornice in Room G10 is to be repaired.		
Chimney breasts	Brickwork that is plastered should remain plastered. Brickwork that is painted may be repainted.	Damaged plaster has been largely repaired. Painted brickwork will not be repainted in the short term to allow the brickwork to dry out. All loose and flaking paint has been removed.	90%	Completion of minor rectification works to rendered finishes to chimney breasts. Completion of re-painting of chimney breasts.
	Damp to be addressed by suitably qualified specialist with heritage experience, and their recommendations implemented in consultation with nominated heritage consultant.	Works complete. Chemical DPC has been inserted into the internal face of the walls of the rear service wing—repair of internal brickwork and render to commence.	100%	—
	Damaged surfaces should be stabilised and repaired. As much original fabric as is reasonably possible is to be retained via patching. Plaster repairs are to match the existing in terms of composition and finish. Particular care should be taken to repair lime plaster surfaces in kind. Prepare and paint.	Minor patching required. Damaged plaster has been repaired using a traditional plaster mix to match existing plaster finishes.	90%	Completion of minor patching works.
Fireplaces	Room G04. Open original opening and re-instate brick fireplace. Finishes, surround, mantel etc to be addressed in SCW03.	Re-opening of fireplace and re-instatement of timber surrounds and mantle etc to be completed as part of the building's adaptation to a new use (SCW03).	N/A	—



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
	Room G06. Retain and conserve in accordance with methodology at Section 5.0 (SCW02) and in consultation with nominated heritage consultant.	Fireplace to be conserved in accordance with the established methodology.	Ongoing	Completion of conservation works to fireplace.
	Room G08. Repair and clean brickwork as necessary. Replace bricks as necessary on a like-for-like basis. Replace mortar as required in consultation with nominated heritage consultant.	Fireplace to be conserved in accordance with the established methodology.	Ongoing	Completion of conservation works to fireplace.
	Room G10. Stove can be retained and repaired by suitably qualified specialist, or removed, or replaced by similar, in consultation with nominated heritage consultant.	Stove has temporarily been removed to facilitate repair of fireplace including steel lintel, which has been replaced. Repair or replacement of existing stove to be confirmed as part of the building's adaptation to a new use (SCW03).	N/A	—
	Room G14. Clean thoroughly. Repair brickwork as necessary. Can be returned to working order if desired, in consultation with nominated heritage consultant.	Former bread oven to be cleaned thoroughly and brickwork repaired. Returning the oven to working order to be addressed as part of the building's adaptation to a new use (SCW03).	50%	Completion of repairs to baker's oven.
Concrete floors	Take up concrete floors.	Removal of the concrete floors will occur on completion of other conservation works in these rooms.	—	Removal of the existing concrete floors.
	Archaeologist to conduct under-floor investigation and report to nominated heritage consultant.	Sub-floor investigations will be undertaken once the concrete floors have been removed. Methodology for removal of concrete floors has been established to avoid impacts on	—	Under-floor investigations to be undertaken by the archaeologist.



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
		potentially significant features or archaeology underneath.		
	Implement recommendations of archaeologist in consultation with nominated heritage consultant and architect, before carrying out further work.	Outcome subject to findings of archaeological investigations.	—	Implementation of archaeological recommendations once the archaeological investigations have been completed.
	If cellars are discovered, implement recommendations of architect and nominated heritage consultant. Otherwise install tongue-and-groove timber floor, lowering ground level as necessary, in consultation with nominated heritage consultant and archaeologist, to allow 450mm below bearers.	Replacement of the existing concrete floor with a new floor structure/finish is subject to the findings of the archaeological investigations and identification of a new use for these rooms. This work will be undertaken as part of the building's adaptation to a new use (SCW03).	N/A	—
Timber floors	Subject to hazmat report, remove and dispose of all vinyl or carpet coverings.	Works complete.	100%	—
	Retain, repair and conserve the maximum possible amount of original fabric.	The timber floorboards in Rooms G.05, G.06 and G.09 will need to be replaced in full. Re-instatement of the flooring in G.09 is complete. Re-instatement of the floorboards in G.05 and G.06 has commenced. The timber floor in Room G.01 was a mix of wide and narrow (replacement) pine boards that were in very poor condition. The timber floor has been replaced with new timbers to match the width of the existing wider kauri pine boards. Investigations have confirmed that the vast majority of the existing timber	75%	Completion of repairs to floorboards.



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
		floorboards elsewhere in the building can be retained and conserved intact.		
	Make good all retained timber. All repairs and reconstructed timber elements to match original in type, hardness, profile and fixing method.	All retained timber flooring is to be repaired. Any damaged timbers are to match existing.	80%	Completion of repairs to floorboards.
	Where less than 40% of a timber element is damaged new timber is to be scarfed in, rather than a whole length being replaced.	Damaged boards have been salvaged for potential re-use and new sections cut in where needed.	N/A	Completion of repairs to floorboards.
	Unpainted timber must not be painted. Use traditional oil or wax finishes (such as tung oil or beeswax) wherever possible; otherwise consult nominated heritage consultant.	A traditional tung oil finish will be applied at completion of all repairs.	—	Application(s) of tung oil finish to timber floorboards.
Timber subfloor	Where sub-floor investigation is required, remove floorboards where necessary, avoiding cutting of boards, and tag and store boards safely until they can be relaid. Create permanent inspection openings as and where agreed with the nominated heritage consultant.	A select number of floorboards were removed from the edge of every room to allow for investigation of the sub-floor. Some rooms have existing floor access panels. The flooring in Rooms G.05, G.06 and G.09 and part of G.01 was in very poor condition and removed altogether. Permanent access panels to be installed in every room – locations to be confirmed in consultation with TKD Architects.	80%	Installation of permanent access panels in each room as nominated by TKD Architects.
	Carry out works as agreed between the structural engineer and/or pest inspector and the nominated heritage consultant.	Works complete. Investigations found that the floor structure in Rooms G.05, G.06, G.09 and at the east end of Room G.01 were in poor condition. The floor structure in these rooms has been	100%	—



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
		supplemented with a new floor structure designed by the structural engineer in consultation with TKD Architects. In Rooms G.05, G.06 and G.09 new floor joists have been installed between the existing (historic) rough-sawn joists, supported by new floor bearers and a system of screw piles designed to avoid impacts on potential archaeology. The rough-sawn floor joists were temporarily removed to assist with installation of the new floor structure but have been re-instated.		
	Repair or replace on a like-for-like basis.	All repairs carried out consistent with this methodology except for Rooms G.05, G.06 and G.09 where an alternate structural detail is required to ensure that the historic rough-sawn timber floor joists in these rooms can be retained in situ.	100%	—
Staircases	Review reports from structural engineer and pest inspector in consultation with architect and heritage consultant.	Reports have been reviewed.	100%	—
	If timber stairs are generally unsound: - Subject to engineer's detailed audit of salvageable structure, develop a methodology of dismantling stringers, treads, risers, handrails, balusters, etc that can be reused and identify components requiring replacement. - Replacement components are to match existing in every detail.	Stair 1 (Room G.01) The timber stair was temporarily removed to facilitate its restoration and to protect it from other works in the vicinity. It was restored off-site and has been re-instated on completion of the works in Room G.01. The French polish	Stair 1 90% Stair 2 underway	Completion of repairs to Stairs.



Clydesdale House—Internal Works				Ground Floor
Element	Works	Status	% Complete	Works to be completed
	- Prior to dismantling, ensure that photographic archival has been carried out. If timber stairs are generally sound: - Repair as required, retaining maximum existing fabric and conserving in accordance with methodology in Section 5.0 (SCW02). - Replace fabric as required, ensure new sections match existing in material, dimensions and form. Generally: - On completion prepare and paint or seal in consultation with nominated heritage consultant.	finish will be reinstated at completion of all internal works. Stair 2 (Room G.11). The timber stair will need some repair including the replacement of approximately two treads. The stairs will be repainted on completion of repairs.		
Fittings	Fittings in Rooms G.09, G.10 and G.11 can be removed and disposed of.	Fittings have been removed and disposed.	100%	—
Lighting	Remove and replace if desired.	All light fittings have been removed and are being replaced with new fittings in consultation with TKD Architects.	50%	Completion of replacement of light fittings throughout.
Services	Existing services can be carefully removed and disposed of, ensuring minimal damage to surrounding original fabric.	All existing services have been largely removed from the interior of the building.	90%	Completion of removal of obsolete services.
	Carry out works as agreed between contractors and nominated heritage consultant, minimising penetration or fixing into, or loss of, original fabric.	Upgrading of existing services including electrical, hydraulic and mechanical is being undertaken in consultation with TKD Architects. The aim is to minimise physical impacts on significant fabric and to conceal services wherever possible.	80%	Completion of services upgrade works.



Clydesdale House—Internal Works				First Floor
Element	Works	Status	% Complete	Works to be completed
Walls	Subject to advice of structural engineer return any shifted brickwork to its original position. This may require limited relaying of brickwork.	Works complete. Further investigation found the need for extensive repairs to the existing internal brickwork. The repairs have required the removal of heavily-damaged bricks and the introduction of salvaged and new bricks to ensure the structural stability of the wall. Some crack-stitch repairs were also required.	100%	—
	Damp to be addressed by suitably qualified specialist with heritage experience and their recommendations implemented in consultation with nominated heritage consultant.	Works complete. Minimal damp in the walls found. Areas of damp appear to be related to the damage to the slate roof and the verandah. Repairs to these elements have addressed this issue.	100%	—
	Any new mortar should be softer and more porous than the surrounding brickwork units to enable water egress.	All new mortar has made use of a traditional lime-rich mortar mix.	100%	—
	Brickwork that is plastered should remain plastered. Brickwork that is painted may be repainted.	Damaged plaster has been repaired. Painted brickwork will not be repainted in the short term to allow it to dry out. All loose and flaking paint has been removed.	100%	—
	Damaged surfaces should be stabilised and repaired. As much original fabric as is reasonably possible is to be retained via patching. Plaster repairs are to match the existing in terms of composition and finish. Particular care should be taken to repair lime plaster surfaces in kind.	Damaged plaster has been repaired using a traditional plaster mix to match existing plaster finishes.	95%	Completion of minor rectification works to rendered surfaces.
	Prepare and paint	Minor touching up will be required on completion of all other works.	95%	Completion of minor rectification of painted surfaces.



Clydesdale House—Internal Works				First Floor
Element	Works	Status	% Complete	Works to be completed
Skirting boards	Remove, tag, record location and safely store all original and early skirting until all required work to walls and floors is complete.	Some select skirting boards have been removed to assist with further investigations and to facilitate repairs to brickwork. Skirting boards were tagged and stored in the same room before being re-instated to their original location.	100%	—
	Repair or replace damaged or missing original or early timber skirting in accordance with methodology in Section 5.0 (of SCW02) and in consultation with the nominated heritage consultant.	Repairs to skirting boards have followed the established methodology. Some minor repairs to be undertaken once services installation is complete.	Ongoing	Completion of re-instatement of removed timber skirting boards.
Internal doors	Remove and dispose of Door DF14. If non-original wall between rooms F01 and F02 is retained, replace with door matching DF13.	Works complete. Door and non-original partition wall have been removed and the walls, ceiling and cornice repaired.	100%	—
	Other internal doors to be retained, eased and conserved in accordance with methodology at Section 5.0 (SCW02).	Internal doors are being retained and conserved in accordance with the established methodology.	90%	Completion of remaining repairs to internal doors.
	Original or early hardware to be retained and conserved where possible, or where necessary replaced with matching style.	Original or early hardware is to be retained and conserved where possible. Assessment of existing hardware is underway. Reinstatement of existing and replacement door hardware to be undertaken as part of the building's adaptation to a new use (SCW03).	Ongoing	Completion of door hardware assessment.
Door and window architraves and sills	Retain and conserve all architraves and sills in accordance with methodology at Section 5.0 (SCW02) and in	All window and door architraves and sills have been retained and are currently being repaired in accordance with the established methodology.	80%	Completion of repairs to window and door architraves.



Clydesdale House—Internal Works				First Floor
Element	Works	Status	% Complete	Works to be completed
	consultation with the nominated heritage consultant.			
	Any proposed replacement of architraving with different (for example, older) styles will be addressed in SCW03.	Potential replacement of existing timber architraves to be addressed as part of the building's adaptation to a new use (SCW03).	N/A	—
Leadlight and stained glass	Recommendations of stained glass specialist's report to be implemented in consultation with nominated heritage consultant. Any new leadlight or stained glass to be located and designed in consultation with stained glass specialist and nominated heritage consultant.	Stained glass specialist has provided recommendations to replace missing/damaged leadlight in Door DF01. Scope of work has been determined in consultation with TKD Architects. It is understood that the leadlight windows have been manufactured. Installation of replacement leadlight to occur at completion of repairs to door joinery.	80%	Completion of remaining works to the door and installation of the lead light windows.
Ceilings	Following repairs to roof retain and conserve existing ceilings. Suitably qualified tradespersons with heritage experience to repair as required. Replace damaged/missing sections as necessary on a like-for-like basis in consultation with nominated heritage consultant.	All existing original or early ceilings are being retained and conserved. A specialist ceiling repair specialist has inspected all of the ceilings and provided a recommendation for repairs. The pressed metal ceilings have been cleaned of all remnant paint and rust. Repair/replacement of the plaster (and plasterboard) ceilings has been completed. These ceilings have also been repainted. Replacement or repair of damaged sections of the pressed metal ceilings is to commence shortly.	70%	Completion of remaining repairs to the pressed metal ceilings.
	Hazmat inspector to confirm presence of asbestos.	Works complete. Asbestos not found.	100%	—



Clydesdale House—Internal Works				First Floor
Element	Works	Status	% Complete	Works to be completed
	In Room F11 install plain plasterboard ceiling with no cornices or beading, ensuring straight clean joint between ceiling and walls.	Works complete. Missing ceiling in Room F11 has been replaced with plasterboard and detailed as specified.	100%	—
	Prepare and paint.	All plaster panel ceilings have been repainted. Re-painting of pressed metal ceilings to occur at completion of repairs to these ceilings.	70%	Painting of pressed metal ceilings on completion of repairs.
Cornices	Following repairs to roof retain and conserve existing cornices. Suitably qualified tradespersons with heritage experience to repair as required. Replace sections as necessary on a like-for-like basis in consultation with nominated heritage consultant.	All existing original or early cornices are to be retained and conserved. A specialist ceiling repair specialist has inspected all of the cornices and provided a recommendation for repairs. The pressed metal cornices have been cleaned of all remnant paint and rust. Repair/replacement of plaster cornices has been completed. These cornices have been repainted. Replacement or repair of damaged sections of pressed metal ceiling cornices is to commence shortly.	70%	Completion of the remaining repairs to pressed metal cornices.
	If wall between F06 and F07 is retained or replaced cornices are not to be installed along it. If wall is removed and not replaced, fill gap in existing cornices in consultation with nominated heritage consultant.	Decision to remove wall to be addressed as part of the building's adaptation to a new use (SCW03).	N/A	—
	Cornices are not to be installed in Rooms F10 or F11.	Cornices will not be installed in Rooms F10 or F11.	100%	—
	Prepare and paint.	All plaster panel ceilings have been repainted.	70%	Painting of pressed metal ceilings (on completion of repairs to these ceilings).



Clydesdale House—Internal Works				First Floor
Element	Works	Status	% Complete	Works to be completed
		All pressed metal cornices will be repainted on completion of repairs.		
Chimney breasts	Brickwork that is plastered should remain plastered. Brickwork that is painted may be repainted.	Repairs to damaged plaster complete – some minor patching required. Painted brickwork will not be repainted in the short term to allow the brickwork to dry out. All loose and flaking paint has been removed.	95%	Completion of minor rectification works to rendered finishes to chimney breasts. Completion of re-painting of chimney breasts.
	Damp to be addressed by suitably qualified specialist with heritage experience, and their recommendations implemented in consultation with nominated heritage consultant.	Works complete. Damp levels in the walls was limited in extent and likely associated with damaged roof flashings that have now been replaced.	100%	—
	Damaged surfaces should be stabilised and repaired. As much original fabric as is reasonably possible is to be retained via patching. Plaster repairs are to match the existing in terms of composition and finish. Particular care should be taken to repair lime plaster surfaces in kind. Prepare and paint.	Works complete. Damaged plaster has been repaired using a traditional plaster mix to match existing plaster finishes. Chimney breasts have been primed and repainted.	100%	—
Fireplaces	Retain and conserve in accordance with methodology at Section 5.0 (SCW02) and in consultation with nominated heritage consultant.	Fireplaces to be conserved in accordance with the established methodology.	Ongoing	Completion of conservation works to fireplace.
Timber floors	Retain, repair and conserve the maximum possible amount of original fabric.	Works 90% complete. Investigations have confirmed that the vast majority of the timber flooring can be retained and conserved intact. Damaged timber flooring has been replaced with new timbers to match	90%	Completion of repairs to timber floorboards.



Clydesdale House—Internal Works				First Floor
Element	Works	Status	% Complete	Works to be completed
		the width of the existing wider kauri pine boards.		
	Make good all retained timber. All repairs and reconstructed timber elements to match original in type, hardness, profile and fixing method.	All retained timber flooring is being repaired. Any damaged timbers are to match existing.	100%	—
	Where less than 40% of a timber element is damaged new timber is to be scarfed in, rather than a whole length being replaced.	Damaged boards have been salvaged for potential re-use and new sections cut in where needed.	100%	—
	Unpainted timber must not be painted. Use traditional oil or wax finishes (such as tung oil or beeswax) wherever possible; otherwise consult nominated heritage consultant.	A traditional tung oil finish will be applied at completion of all repairs.	—	Application(s) of tung oil finish to timber floorboards.
	Terrazzo in Room F08 and tiles in Room F12 can be retained, removed or replaced, in consultation with nominated heritage consultant.	Retention or replacement of terrazzo flooring to be confirmed as part of the building's adaptation to a new use (SCW03).	N/A	—
Timber subfloor	Where sub-floor investigation is required, remove floorboards where necessary, avoiding cutting of boards, and tag and store boards safely until they can be relaid. Create permanent inspection openings as and where agreed with the nominated heritage consultant.	Works complete. A select number of floorboards were removed from the edge of every room. Permanent access panels will be installed where appropriate.	100%	—
	Carry out works as agreed between the structural engineer and/or pest inspector and the nominated heritage consultant.	No works required. The timber floor structure is in good condition.	N/A	—
Staircases	See comments for ground floor.	See comments for ground floor.	90%	Completion of repairs to Stair 2.



Clydesdale House—Internal Works				First Floor
Element	Works	Status	% Complete	Works to be completed
Fittings	Can be removed and disposed of.	Fittings have been removed and disposed.	100%	—
Lighting	Remove and replace if desired.	All light fittings have been removed and are being replaced with new light fittings in consultation with TKD Architects.	80%	Completion of replacement of light fittings.
Services	Existing services can be carefully removed and disposed of, ensuring minimal damage to surrounding original fabric.	All existing services have been removed from the interior of the first floor of the building.	100%	—
	Carry out works as agreed between contractors and nominated heritage consultant, minimising penetration or fixing into, or loss of, original fabric.	Upgrading of existing services is being undertaken in consultation with TKD Architects. The aim is to minimise physical impacts on significant fabric and to conceal services wherever possible.	80%	Completion of services upgrading works.



Stables—External Works				
Element	Works	Status	% Complete	Works to be completed
Investigations and Inspections	Physical investigations by the following suitably qualified and experienced contractors: Archaeologist, Structural Engineer, Roofer, Hydraulic Engineer, Plumber / Roof Plumber, Hazardous Material Inspector, Electrical Contractor, Specialist Leadlight and Stained Glass Contractor and Landscaping Contractor.	Anticipated investigations complete. Investigations have been undertaken (and reports prepared) by the structural engineer, pest inspector, Hazmat inspectors, TKD Architects and specialist contractors (brickwork, windows/doors etc.) The archaeologist also undertook a visual inspection and the findings were incorporated into the s60 application for excavation associated with the conservation works.	Ongoing but additional investigation is not anticipated	Further investigations as required by the demands of the project.
	All works recommended in specialist consultant reports as essential for the stability, safety and future operation of the building must be carried out in consultation with the nominated Heritage Consultant.	Structural repairs have been identified by the structural engineer and completed in consultation with TKD Architects. S60 application approved for further Archaeological investigations and for excavation works associated with upgrading of stormwater and lowering of ground levels around the building. The additional archaeological investigations are complete. Modification of ground levels around the building has commenced—stormwater design to be finalised with contractor.	Ongoing	The remaining excavation directly associated with conservation works in the vicinity of the Stables, monitored by a qualified archaeologist consistent with the requirements of the S60 approval for the excavation works.
	Termite infestation to be investigated and treated before works proceed.	Termite investigations have been completed. Termite treatment to be applied (chemical injection) at completion and consistent with s60 approval.	Investigations 100%	Completion of termite treatment as recommended by specialist in consultation with TKD Architects.



Stables—External Works				
Element	Works	Status	% Complete	Works to be completed
Roof	Carry out works as agreed between roofer and nominated heritage consultant. Replace sheeting as necessary with unpainted galvanised steel in custom orb profile or similar.	Some minor rectification works to be completed. Existing roof sheeting retained. Heavily-damaged roof sheeting has been replaced with galvanised roof sheeting salvaged from elsewhere on site. Flashings also repaired.	95%	Completion of minor rectification works.
Roof Structure	Repair damaged timber elements in consultation with Structural Engineer. Retain as much original fabric as possible in preference to complete replacement. Generally, where less than 40% of a timber element is damaged, new timber should be scarfed in, rather than a whole length being replaced. New components are to match existing in terms of profile, detail, dimensions and timber species.	Works complete. Minor structural repairs identified by the structural engineer—introduction of supplementary timbers to strengthen existing elements. The top plate supporting the roof structure has been replaced in full with a new timber plate to match existing detail. Sealing of timbers has been completed.	100%	—
Timber roof elements	Carry out works as agreed between pest inspector, structural engineer and nominated Heritage Consultant. Repair as required to avoid accelerated deterioration and loss of fabric. Retain as much original fabric as possible in preference to complete replacement. Generally, where less than 40% of a timber element is damaged, new timber is to be scarfed in, rather than a whole length being replaced. Repairs and replacement components are to match 'like for like'. New components are to match existing in	Works complete. Due to the poor condition of the remnant barge boards and fascias they were replaced in full with new timbers of matching dimension, profile and detail. Some minor paint rectification still to be completed.	100%	—



Stables—External Works				
Element	Works	Status	% Complete	Works to be completed
	form, profile, detail, dimensions and timber species. Prepare and paint.			
Skylights	Can be retained or removed. If retaining, check glass for cracks, leaks etc and repair as necessary. Check flashing and repair as necessary. If removing, make good to roof and cladding structure.	Skylights have been retained and flashings checked over.	100%	—
Chimney	Chimney can be retained or removed. If chimney is retained: - Carry out works as agreed between structural engineer and nominated heritage consultant. - Remove any vegetation, vermin, nests, etc. - Replace bricks as necessary on a like-for-like basis. - Repair chimney cap as necessary. If chimney is removed: - Remove chimney, chimney breasts and fireplaces. - Make good to roof, walls and floors.	Works complete. Chimney has been retained and repaired. While structurally sound, missing pointing was re-instated and flashing re-set. Some minor rectification works were undertaken.	100%	—
Stormwater Disposal System (Rainwater Goods)	Installation of new gutters, downpipes, rainwater heads, astragals etc. Ensure that pipework empties into a fixed system and will not damage or undermine the building foundations or structure.	A repair scope was prepared by TKD Architects and has been largely implemented. Replacement gutters installed—rectification works identified. Temporary PVC downpipes have been installed to direct water away from the building.	70%	Completion of installation of rainwater goods. Installation of specified downpipes and connection with stormwater system. Works include installation of sink stones at the base of each downpipe to facilitate cleaning.



Stables—External Works				
Element	Works	Status	% Complete	Works to be completed
		Downpipes and stormwater connection to be finalised in consultation with contractor.		
Walls	Remove self-seeded vegetation.	Works complete.	100%	—
	Carry out works as agreed between structural engineer and nominated heritage consultant.	Structural repairs complete. TKD Architects and Acor prepared the repair scope. Substantial repairs to west wall (workshop entry) have been undertaken including partial dismantling of the brickwork, re-setting of the concrete lintels over the doorways and reconstruction of the brickwork back to original alignment.	100%	—
	Repairs and/or reconstruction of brickwork should match the existing bond pattern. Any new brick units are to match in size, colour, texture and hardness.	Brickwork repair matches existing bond pattern. Replacement bricks have been sourced to closely match the existing. Some rectification works identified.	100%	—
	It is not necessary to re point areas of brickwork unless the mortar has failed or is missing; evidence of age is acceptable.	Missing or failed pointing has been replaced. Some minor rectification works (colour-match) currently being undertaken in limited areas.	95%	Completion of minor rectification works.
	Re-pointing – new mortar to be softer and more porous than the surrounding brickwork units.	Re-pointing is of a traditional lime-rich mortar mix. Some rectification works identified.	100%	—
	All unpainted facework is to remain unpainted.	Painting of face brickwork not required.	N/A	—
Windows	Provide full assessment to nominated heritage consultant before commencement of any works, noting	Works complete. Repair specification and schedule prepared by TKD Architects.	100%	—



Stables—External Works				
Element	Works	Status	% Complete	Works to be completed
	condition (including timber, glass, putty, hardware etc) and operability.			
	Timber sashes, frames and shutters to be repaired or, where necessary, replaced to match existing.	Repairs are being undertaken consistent with the established methodology.	80%	Completion of nominated repairs to windows.
	Where elements such as sills, mullions, rails etc are to be replaced, new elements are to match existing in material, dimensions and profile.	Windows to be repainted on completion of the repairs.		
	Where windows are to be replaced, they are to be tagged and safely stored on site to guide the design of replacement windows in terms of profiles, dimensions and details.			
	Windows should have their operable sash or casement mechanisms and shutters conserved and made fully operational.			
	Missing or damaged glass is to be replaced.			
	Prepare and paint in consultation with heritage consultant.			Repainting of windows on completion of the window repairs.
	Original hardware to be retained, cleaned and repaired where possible. Where necessary, new hardware in matching style to be installed.	Existing hardware has been retained. Re-instatement/replacement hardware to be confirmed in consultation with TKD Architects.	Ongoing	Installation of salvaged or new door hardware in consultation with TKD Architects.
	Avoid mixing existing and new hardware in one room. Conserved existing hardware can be relocated if necessary.			



Stables—External Works				
Element	Works	Status	% Complete	Works to be completed
External Doors	Provide full assessment to nominated heritage consultant before commencement of any works, noting condition (including timber, glass, lead, putty, hardware etc) and operability.	Works complete. Repair specification and schedule prepared by TKD Architects.	100%	—
	Timber doors and frames are to be repaired or replaced as necessary in accordance with methodology in Section 5.0 (SCW02).	Repairs are being undertaken consistent with the established methodology. Doors to be repainted on completion of the repairs.	80%	Completion of repairs to external doors.
	Where timber elements such as frames, rails, styles, panels, mouldings, transoms, sills etc are to be replaced, new elements are to match existing in material, dimensions and profile.			
	Doors to be eased to be fully operational.			
	Where doors are to be permanently removed, replace with doors selected/selected in consultation with heritage consultant.			
	Original hardware to be retained, cleaned and repaired where possible. Where necessary new hardware in sympathetic style to be installed.	Existing hardware has been retained. Replacement hardware to be confirmed in consultation with TKD Architects.	Ongoing	Installation of salvaged or new door hardware in consultation with TKD Architects.
	Missing or damaged glass is to be replaced in consultation with heritage consultant.	Missing or damaged glass has been replaced to match existing.	100%	—
	Install new flywire doors to D03 and D05 in consultation with nominated heritage consultant.	To be completed.	—	Installation of new flywire doors to D03 and D05.



Stables—External Works				
Element	Works	Status	% Complete	Works to be completed
	Prepare and paint in consultation with heritage consultant.	Underway. To be completed upon completion of repairs to doors.	—	Repainting of external doors, on completion of all door repairs.
Entrance Portico	Replace existing with new portico of similar height, footprint, style and appearance, in consultation with architect and nominated heritage consultant, ensuring that roof run off is directed into stormwater system.	Timber framing for both porticos has been completed. New roof sheeting has been installed. Stormwater connection to be designed and implemented in consultation with contractor.	Reconstruction of portico 100%	Connection of rainwater goods with stormwater system.



Stables—Internal Works				
Element	Works	Status	% Complete	Works to be completed
Investigations and Inspections	Physical investigations by the following suitably qualified and experienced contractors: Archaeologist, Structural Engineer, Roofer, Hydraulic Engineer, Plumber / Roof Plumber, Hazardous Material Inspector, Electrical Contractor, Specialist Leadlight and Stained Glass Contractor and Landscaping Contractor.	Anticipated investigations complete. Investigations have been undertaken (and reports prepared) by the structural engineer, pest inspector, Hazmat inspectors, TKD Architects and specialist contractors (brickwork, windows/doors etc.) The Masonite and plasterboard linings have been removed to assist with confirming the condition of the internal timber framing elements. The archaeologist has also undertaken a visual inspection and the findings were incorporated into the s60 application.	Ongoing but additional investigation is not anticipated	Further investigations as required by the demands of the project.
	All works recommended in specialist consultant reports as essential for the stability, safety and future operation of the building must be carried out in consultation with the nominated Heritage Consultant.	Essential works complete. Additional works likely to be identified as part of the SCW03 works. Structural repairs have been identified and completed in consultation with ACOR and TKD Architects. S60 application approved for further Archaeological investigations and for installation of pest protection measures. Additional works to the interior of the building are to be undertaken as part of the building's adaptation to a new use (SCW03).	N/A	—
Walls	Carry out works as agreed between structural engineer and nominated heritage consultant.	Internal structural repairs are complete. Additional works likely to be identified as part of the SCW03 works.	100%	—



Stables—Internal Works				
Element	Works	Status	% Complete	Works to be completed
		TKD Architects and Acor prepared a repair scope.		
	Carry out recommendations of rising damp specialist in consultation with nominated heritage consultant.	Rising damp to be addressed by the lowering of ground levels around the perimeter of the building, which has commenced. Installation of temporary PVC downpipes, that direct water away from the building, is also reducing potential for damp in the walls. Downpipe to be connected with new stormwater system.	80%	Completion of ground lowering works in the vicinity of the building. Connection of the building to a viable stormwater system.
	Retain internal brick walls. Conserve as necessary in accordance with methodology in Section 5.0 and in consultation with nominated heritage consultant. Painted brick can be repainted.	Internal brick walls are to be retained and conserved in accordance with established methodology. Loose and flaking paint has been removed from internal face of external walls and internal walls. Brickwork to remain unpainted but with a clear sealer applied. Additional works to the interior of the building are to be undertaken as part of the building's adaptation to a new use (SCW03).	100%	—
	Hazmat inspector to confirm presence of asbestos.	Works complete. Hazmat inspection complete. All hazardous materials identified and removed.	100%	—
	Stud walls can be retained, removed or replaced. If to be retained, repair damaged sections. Code-compliant replacement cladding can be installed, in consultation with architect and nominated heritage consultant.	Stud walls have been retained as evidence of original/early horse stalls. Retention or replacement of stud walls to be considered as part of the building's adaptation to a new use (SCW03).	N/A	—



Stables—Internal Works				
Element	Works	Status	% Complete	Works to be completed
	Retain timber walls in stables area. Conserve as necessary in accordance with methodology in Section 5.0 and in consultation with nominated heritage consultant. Timber clad walls are not to be painted.	Original/early horse stall partitions have been retained and will be repaired as part of the SCW03 works. Timber stalls will not be painted.	N/A	—
	Prepare and paint in consultation with nominated heritage consultant.	Loose and flaking paint has been largely removed. Wall finishes in former workshop to be protected with a clear sealer.	Ongoing	Completion of sealing of wall finishes in the Workshop.
Skirting boards	Retain and conserve in accordance with methodology in Section 5.0 (SCW02) and in consultation with nominated heritage consultant.	Timber skirting boards have been temporarily removed to allow for removal of the damaged non-original wall linings. Timber skirting has been retained and stored on site for later re-installment. Reinstatement of skirting boards to be undertaken as part of the building's adaptation to a new use (SCW03).	N/A	—
Doors	Doors, frames, architraves can be retained, removed or replaced in consultation with nominated heritage consultant. If retained, repair as necessary and ease to ensure operation. Prepare and paint. Door hardware can be replaced with contemporary hardware.	Original/early doors and associated elements have been retained and will be repaired. Door hardware to be confirmed. Works to internal doors, frames and architraves to be identified as part of the building's adaptation to a new use (SCW03).	N/A	—
Ceilings	Hazmat inspector to confirm presence of asbestos.	Works complete. Hazmat inspection complete. All hazardous materials identified and removed.	100%	—



Stables—Internal Works				
Element	Works	Status	% Complete	Works to be completed
	Replace ceilings with plasterboard.	Works complete. Existing plasterboard ceilings within stables area have been removed and will not be replaced to allow for a full appreciation of the original internal space. Replacement of plasterboard ceilings in residential spaces to be undertaken as part of the building's adaptation to a new use (SCW03).	100%	—
	Prepare and paint.	Repainting of ceilings to be undertaken as part of the building's adaptation to a new use (SCW03).	N/A	—
Chimney breasts	Hazmat inspector to confirm presence of asbestos.	Hazmat inspection complete. All hazardous materials identified and removed.	100%	—
	If chimney is to be retained, replace chimney breasts with code compliant fabric, in consultation with nominated heritage consultant.	Chimney is to be retained. All internal sheet wall linings have been removed to allow inspection. Re-instatement of wall sheets to be confirmed as part of the building's adaptation to a new use (SCW03).	N/A	—
Fireplaces	If chimney is to be retained, retain fireplaces.	Chimney and fireplaces to be retained.	100%	—
	If chimney is to be removed, remove fireplaces and make good.			
Floors	Concrete floor can be retained or replaced, subject to structural engineer's recommendations and in consultation with nominated heritage consultant.	Concrete floors to be retained in the short term. Replacement of the concrete floor to be considered as part of the building's adaptation to a new use (SCW03).	100%	—



Stables—Internal Works				
Element	Works	Status	% Complete	Works to be completed
	Subject to Hazmat report, dispose of carpet and vinyl floor coverings.	Works complete. Carpet and vinyl floor coverings have been removed and disposed.	100%	—
Lighting	Can be removed or replaced.	All existing light fittings have been removed. Replacement light fittings to be considered as part of the building's adaptation to a new use (SCW03).	100%	—
Fittings	Remove and dispose of.	Works complete. All sinks, counters, toilet pans, basins and baths etc have been removed.	100%	—
Services	Repair or replace in consultation with nominated heritage consultant. Ensure minimum penetration or loss of original fabric.	Existing services have been removed and openings in external walls repaired. New services to be identified as part of the building's adaptation to a new use (SCW03).	100%	—



Cottage 6—External Works				
Element	Works	Status	% Complete	Works to be completed
General	This schedule of conservation works for Cottage C6 assumes that the section of the cottage including Rooms 01-04 can be repaired. If reports by structural engineer and pest inspector in consultation with nominated heritage consultant suggest otherwise, reconstruction of those sections of the cottage considered to be of High heritage significance is recommended in the CMP. The sections including Rooms 05-08 are to be removed and not replaced.	Inspections by the structural engineer and pest inspector confirm that the remnant parts of the building are in very poor condition. Conservation of this structure will require replacement of a substantial amount of the existing fabric (potentially more than 80% of the existing fabric). Liaison with officers at Heritage NSW confirm that a complete rebuilding of the building is not warranted given that very little original fabric can be retained. An application for approval to demolish the structure under Section 60 of the <i>Heritage Act 1977</i> is currently being prepared. Demolition will include opportunities for archaeological investigations to confirm the existence of any archaeology of potential significance. Interpretive measures are also currently being considered. To assist with investigations, and consistent with the CMP and with the requirements of SCW02, the north, west and south additions of the cottage have been removed. Bracing of the remnant structure has been put in place. Works to the building are subject to the outcomes of a Section 60 application seeking approval to demolish/ reconstruct the building due to its very poor condition, undertake	N/A	—



Cottage 6—External Works				
Element	Works	Status	% Complete	Works to be completed
		archaeological investigations and put in place interpretation measures. The remaining works have therefore been deferred to the adaptive re-use stage of the project (SCW03).		
Investigations and inspections	Physical investigations by the following suitably qualified and experienced contractors: Archaeologist, Structural Engineer, Roofer, Hydraulic Engineer, Plumber / Roof Plumber, Hazardous Material Inspector, Electrical Contractor, Specialist Leadlight and Stained Glass Contractor and Landscaping Contractor.	Investigations have been undertaken (and reports prepared) by the structural engineer, pest inspector, Hazmat inspectors and TKD Architects. The archaeologist undertook a visual inspection of the sub-floor areas and the findings have been incorporated into a s60 application for further archaeological investigations. The archaeologist has also undertaken additional investigations on removal of the later additions.	Ongoing	Further investigations as required by the demands of the project.
	All works recommended in specialist consultant reports as essential for the stability, safety and future operation of the building must be carried out in consultation with the nominated Heritage Consultant.	The inspections undertaken by the structural engineer and pest inspector have confirmed that the building is in very poor condition and more than 80% of its existing fabric will need to be replaced. The remaining works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
Roof	Remove roofs to rooms 05-08 and make good.	Rooms 05-08 have been removed. If the building is retained, all affected fabric of Rooms 01-04 will be repaired or reconstructed. These works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—



Cottage 6—External Works				
Element	Works	Status	% Complete	Works to be completed
	Carry out roofer's recommendations for rooms 01-04, in consultation with nominated heritage consultant.	If the Cottage is retained, the roof will be repaired or reconstructed consistent with roofer's advice in consultation with TKD Architects. The remaining works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
	New roof sheeting to be unpainted galvanised steel in Custom Orb profile or similar.	If the Cottage is retained, the roof will be replaced with a new galvanised mild steel roofing. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
Roof structure	Remove roof structure to rooms 05-08 and make good.	Rooms 05-08 have been removed. If the building is retained, all affected fabric of Rooms 01-04 to be repaired or reconstructed. The remaining works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
	Prior to replacement or repair of cladding, rainwater goods etc, carry out works for rooms 01-04 as agreed between structural engineer and nominated heritage consultant.	If the Cottage is retained, structural repairs to, or the reconstruction of the roof of Rooms 01-04 will be undertaken consistent with structural engineer's specification prepared in consultation with TKD Architects. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
	Retain as much original fabric as possible in preference to complete replacement. Generally, where less than 40% of a timber is damaged, new	Based on current findings, most of the existing fabric of Rooms 01-04 (in the vicinity of 80%) will need to be replaced, if the Cottage is retained.	N/A	



Cottage 6—External Works				
Element	Works	Status	% Complete	Works to be completed
	timber should be scarfed in, rather than a whole length being replaced.			
	New components are to match existing in terms of profile, detail, dimensions and timber species.	If the Cottage is retained or reconstructed new elements will match existing.	N/A	
Timber roof elements	Carry out works to rooms 01-04 as agreed between pest inspector, structural engineer and nominated heritage consultant.	If the Cottage is retained, a comprehensive repair (or reconstruction) schedule will be prepared by TKD Architects and ACOR. Measures will be put in place to avoid future termite infestations. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
	Repair as required to avoid accelerated deterioration and loss of fabric.	Based on current findings, all of the existing barge boards, fascias and other roof timbers will need to be replaced in full.	N/A	
	Retain as much original fabric as possible in preference to complete replacement. Generally, where less than 40% of a timber is damaged, new timber should be scarfed in, rather than a whole length being replaced.	If the Cottage is retained, a comprehensive repair (or reconstruction) schedule will be prepared by TKD Architects and ACOR. New components will match existing.		
	New components are to match existing in terms of profile, detail, dimensions and timber species.	The works have been deferred to the adaptive re-use stage of the project (SCW03).		
Ridge and barge capping	On section of building including rooms 01-04, replace as required with unpainted galvanised steel.	If the Cottage is retained or reconstructed, all capping to be replaced as existing is in very poor condition.	N/A	—



Cottage 6—External Works				
Element	Works	Status	% Complete	Works to be completed
		The works have been deferred to the adaptive re-use stage of the project (SCW03).		
Chimneys	If out of plumb, do not remediate, but carry out engineer's recommendations to ensure stability, soundness and safety at present angle, in consultation with nominated heritage consultant.	Both chimneys are out of plumb due to the heavy clay soil foundations and will continue to subside. The engineer has confirmed that while underpinning may be possible it will be difficult to achieve the level of compactness under the chimneys that will stop them subsiding in the future. Lifting of the chimneys and temporarily relocating them to allow for construction of an adequate footing would likely result in their complete disintegration. The preferred option is to dismantle the chimneys and rebuild them on a new concrete footing—this would result in the chimneys being re-built to their original vertical form. Due to the soft nature of the bricks, the dismantling and rebuilding process is likely to result in the loss of a large number of the bricks. Nevertheless, consideration is being given to reconstruction of the chimneys to act as a central element of the interpretation measures for the cottage, if approval to demolish is obtained. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—



Cottage 6—External Works				
Element	Works	Status	% Complete	Works to be completed
	Damaged bricks should not be replaced unless essential for sustainable stability and soundness.	Damaged bricks will need to be replaced as they no longer have structural integrity.	N/A	
Stormwater disposal system	Remove existing stormwater system and install new stormwater system to ensure compliance with relevant codes/standards, in consultation with nominated heritage consultant.	If the Cottage is retained or reconstructed, the existing stormwater system will be replaced. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
	New system to be in unpainted galvanised steel. Care should be taken to prevent galvanic corrosion caused by the inappropriate connection of metals.	If cottage is retained then new rainwater goods will be of galvanised mild steel. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
	New gutters to be 'ogee' profile.	If cottage is retained then new gutters will be with an ogee profile. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
	Ensure that pipework empties into a fixed system and will not damage or undermine the building foundations or structure.	If the Cottage is retained then the replacement stormwater system will be installed to ensure that it is connected with a wider stormwater disposal system and will not affect the ground in and around the cottage. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
	As the subject building is to be conserved as part of a larger proposed development, the project's hydraulic	If the Cottage is retained then TKD Architects will work with the hydraulic engineers of the wider project to	N/A	



Cottage 6—External Works				
Element	Works	Status	% Complete	Works to be completed
	engineers should work with the nominated heritage consultant to advise on any overlap, connection or conflict.	ensure that the stormwater disposal system for the cottage is appropriately connected to the wider system. The works have been deferred to the adaptive re-use stage of the project (SCW03).		
External walls	Remove walls of rooms 05-08.	Rooms 05-08 have been removed. If the Cottage is retained or reconstructed, all affected fabric of Rooms 01-04 will be repaired. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
	Elsewhere implement recommendations of structural engineer and pest inspector in consultation with nominated heritage consultant and in accordance with the methodology in Section 5.0 (SCW02).	Structural engineer has confirmed that the existing external walls of Rooms 01-04 are in very poor condition (or non-existent). If the Cottage is retained then a comprehensive repair schedule will be prepared by TKD Architects and ACOR consistent with the established methodology. Measures will be put in place to avoid future termite infestations. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
	Hazmat inspector to confirm presence of asbestos.	Asbestos found and will be removed in accordance with all statutory requirements.	—	
	Elsewhere retain and conserve timber cladding where possible, depending on recommendations of structural	An inspection of the existing timber weatherboard cladding has confirmed	N/A	



Cottage 6—External Works				
Element	Works	Status	% Complete	Works to be completed
	engineer and pest inspector and in consultation with nominated heritage consultant.	that the majority of it will need to be replaced if the Cottage is retained. Much of it is has deteriorated beyond repair and most of the rest of it will be damaged when removed to repair the wall structure. (In some places the weatherboards have become structural elements themselves.) The works have been deferred to the adaptive re-use stage of the project (SCW03).		
	Where necessary replace removed asbestos with timber weatherboard to match existing (later profile).	Should the Cottage be retained or reconstructed then all asbestos (and non-original) materials will be replaced with timber weatherboards to match the detail of the existing boards. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
	Retain and conserve air vents. Where missing or broken, air vents can be replaced or removed and the walls made good in consultation with the nominated heritage consultant. Clean out insects, webs, nests, vegetation etc. remove areas of oxidation back to a bright surface and refinish using a rust inhibitor, priming coat and finishing system.	Should the Cottage be retained or reconstructed then the existing wall vents will be retained and repaired and re-instated (or replaced) consistent with the agreed methodology. Any damaged vents will be replaced. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
Windows and external doors	Provide full window and door assessment to nominated heritage consultant before commencement of any works, noting condition and operability.	The majority of the windows and external doors are in very poor condition and will need to be replaced in full.	N/A	—



Cottage 6— External Works				
Element	Works	Status	% Complete	Works to be completed
	Timber doors, sashes, frames to be repaired or, where necessary, replaced to match existing.	Should the Cottage be retained or reconstructed then TKD Architects will prepare a comprehensive repair or replacement schedule consistent with the established methodology. The works have been deferred to the adaptive re-use stage of the project (SCW03).		
	Where timber elements are to be replaced, new elements are to match existing in dimensions and profile.			
	Where doors or windows are to be replaced they are to be tagged and safely stored on site to guide the design of replacement in terms of profiles, dimensions and details.			
	Windows should have their operable sash or casement mechanisms conserved and made fully operational.			
	Missing or damaged glass is to be replaced.			
	Prepare and paint in consultation with heritage consultant.			
	Original hardware to be retained, cleaned and repaired where possible. Where necessary new hardware in sympathetic style to be installed. Avoid mixing conserved existing and new hardware in one room. Conserved existing hardware can be relocated if necessary.			
	In south-west wall of Room 03 install new timber window to match window in south-west wall of Room 05.			
	Following unblocking of existing window opening in southeast wall of Room 05, either retain and conserved			



Cottage 6—External Works				
Element	Works	Status	% Complete	Works to be completed
	uncovered window or if no window extant, install new timber window to match other window in that room.			
Verandah	Remove room 08 and make good.	Room 08 has been removed. If the Cottage is retained or reconstructed, all affected fabric of Rooms 01-04 will be repaired or replaced. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
Paving	Ground level around the conserved or reconstructed original section of the cottage is to be lowered to ensure stormwater does not enter cottage. Area around cottage to be redesigned to ensure water flows away and is properly drained so as to prevent undermining of or damage to footings, underfloor structure, walls etc. Where paving or paths are to be installed, select design, location and materials in consultation with nominated heritage consultant.	Should the Cottage be retained or reconstructed then ground levels in the vicinity of the Cottage will be modified to ensure that all surface water is directed away from the cottage. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
Termite protection	Implement recommendations of pest inspector for long-term termite/white ant protection, in consultation with nominated heritage consultant.	Should the Cottage be retained or reconstructed then the adjustments to the ground level will be central. Other measures will be implemented consistent with termite specialist advice. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—



Cottage 6—Internal Works				
Element	Works	Status	% Complete	Works to be completed
Internal walls	Ensure that internal walls which become external walls after removal of rooms 05-08 are suited for purpose, for example, that they are suitably clad, flashed etc to prevent water ingress.	Should the Cottage be retained or reconstructed then all external walls will be repaired to ensure that they are structurally sound and watertight. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
	Reconstruct southwest wall of room 03 in consultation with nominated heritage consultant. Include window to match dimensions of that in southwest wall of room 05.	Should the Cottage be retained or reconstructed then the west wall of Room 03 will be reconstructed and include a new window to match the dimensions of the window in Room 5. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
	Following unblocking of existing window opening in southeast wall of room 05, either retain and conserve uncovered window or install new timber window to match other window in that room.	The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
	Remove internal walls of rooms 05-08 which are not shared with rooms 01-04.	Rooms 05-08 have been removed.	100%	
	Regarding retained internal walls, implement recommendations of structural engineer and pest inspector in consultation with nominated heritage consultant and in accordance with methodology in Section 5.0 (SCW02).	The structural engineer has confirmed that the existing internal walls of Rooms 01-04 are in very poor condition (or non-existent). If the Cottage is retained or reconstructed then a comprehensive repair (or replacement) schedule will be prepared by TKD Architects and ACOR consistent with the established	N/A	



Cottage 6—Internal Works				
Element	Works	Status	% Complete	Works to be completed
		methodology. Measures will be put in place to avoid future termite infestations. The works have been deferred to the adaptive re-use stage of the project (SCW03).		
	Hazmat inspector to confirm presence of asbestos.	Inspection complete	100%	
	Clad reconstructed southwest wall of room 03 in timber weatherboards internally and externally to match existing. Elsewhere retain and conserve timber cladding where possible, depending on recommendations of structural engineer and pest inspector and in consultation with nominated heritage consultant.	An inspection of the existing timber weatherboard cladding has confirmed that the majority of it will need to be replaced if the Cottage is retained. Much of it is has deteriorated beyond repair and most of the rest of it will be damaged when removed to repair the wall structure. (In some places the weatherboards have become structural elements themselves.)	N/A	
	Where fibre cement is to be removed, remove all fibre cement from that wall and replace with timber weatherboard similar to later style. Prepare and paint.	Works to be undertaken should the Cottage be retained or reconstructed. The works have been deferred to the adaptive re-use stage of the project (SCW03).		
Internal doors	Can be retained, removed or replaced. If retained, repair as necessary, ease to ensure operability, replace hardware as necessary in consultation with nominated heritage consultant, prepare and paint. If to be replaced, replace with timber doors to match existing 4-panel doors.	Retention or replacement of the internal doors to be determined if the Cottage is retained or reconstructed. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
Ceilings	Remove rooms 05-08 and make good.	Rooms 05-08 have been removed. All affected fabric of Rooms 01-04 to be	N/A	—



Cottage 6—Internal Works				
Element	Works	Status	% Complete	Works to be completed
		repaired if the Cottage is retained or reconstructed. The works have been deferred to the adaptive re-use stage of the project (SCW03).		
	Hazmat inspector to confirm presence of asbestos.	Inspection completed.	100%	
	Where asbestos sections of ceiling area to be removed, remove whole ceiling form that room and replace with timber board similar to existing. Prepare and paint.	An inspection of the existing timber boarding has confirmed that the majority of it will need to be replaced if the Cottage is retained. Much of it is has deteriorated beyond repair and most of the rest of it will be damaged when removed to repair the wall structure. (In some places the boarding have become structural elements themselves.)	N/A	
	Elsewhere implement recommendations of structural engineer and pest inspector in consultation with nominated heritage consultant.	Works to be undertaken should the Cottage be retained or reconstructed.		
	In retained rooms retain and conserve timber cladding in accordance with methodology in Section 5.0 (SCW02).	The works have been deferred to the adaptive re-use stage of the project (SCW03).		
Fireplaces	Following completion of works recommended by structural engineer in consultation with nominated heritage consultant, carefully clean, removing soot, ash etc without damaging bricks. Carefully remove paint so as not to damage bricks. Damaged bricks should not be replaced unless essential for sustainable stability and soundness.	See comments as for external works. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—



Cottage 6—Internal Works				
Element	Works	Status	% Complete	Works to be completed
Sub-floor	Structural engineer, pest inspector to investigate. Remove floorboards where necessary, avoiding cutting of boards, and tag and store boards safely until they can be re-laid.	Floorboards have been temporarily removed to allow for inspection of the sub-floor. Structural inspection and pest inspection completed.	100%	—
	Implement recommendations of structural engineer, pest inspector and architect in consultation with nominated heritage consultant, in order to create appropriate foundation for timber floor at existing floor level.	The existing floor structure is in very poor condition (or non-existent). Most joists are partially buried or have disappeared. The floor structure will need to be completely replaced. If the Cottage is retained or reconstructed then a comprehensive repair schedule will be prepared by TKD Architects and ACOR consistent with the established methodology. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	
Floors	Subject to hazmat report remove and dispose of carpets and other floor coverings.	All existing floor coverings have been removed.	N/A	—
	Retain and conserve timber floors in accordance with methodology in section 5.0 (SCW02).	The existing timber floor in Rooms 01-04 is in very poor condition and will likely needed to be replaced in full. If the Cottage is retained or reconstructed then a comprehensive repair schedule will be prepared by TKD Architects and ACOR consistent with the established methodology.		
	Carefully remove, tag and safely store timber flooring while any sub-floor works are carried out.	Measures will be put in place to avoid future termite infestations.		
	Replace conserved flooring in consultation with nominated heritage consultant.	The works have been deferred to the adaptive re-use stage of the project (SCW03).		



Cottage 6—Internal Works				
Element	Works	Status	% Complete	Works to be completed
Lighting	Remove and replace if desired, in consultation with nominated heritage consultant.	The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
Fittings	Remove and dispose of.	The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—
Services	Install new services in consultation with nominated heritage consultant. Services are to be surface-mounted with minimum penetration of original or early fabric, essentially reversible and clearly identifiable as contemporary.	Scope to be confirmed if the Cottage is retained or reconstructed. The works have been deferred to the adaptive re-use stage of the project (SCW03).	N/A	—



Burial Ground				
Element	Works	Status	% Complete	Works to be completed
Investigations and inspections	Physical investigations by the following suitably qualified and experienced contractors: Archaeologist, Structural Engineer, Roofer, Hydraulic Engineer, Plumber / Roof Plumber, Hazardous Material Inspector, Electrical Contractor, Specialist Leadlight and Stained Glass Contractor and Landscaping Contractor.	Investigations have been undertaken (and reports prepared) by the pest inspector, Hazmat inspectors and TKD Architects. A report by the stonemason includes recommendations for repair of the sandstone elements. The archaeologist has also undertaken a visual inspection and the findings were incorporated into a s60 application for all required excavation. Further archaeological investigations will be required prior to any excavation works consistent with the issued s60 approval.	Ongoing	Further investigations as required by the demands of the project.
	Prior to any work on the Burial Ground, an archival recording is to be carried out including thorough measurement, mapping and photography, noting exact dimensions, location and detailing of every timber and stone element in particular, to enable accurate reconstruction if necessary.	Works complete. Photographic archival record of the Burial Ground is complete. Mapping has been completed.	100%	—
	All works recommended in specialist consultant reports as essential for the stability, safety and future operation of the building must be carried out in consultation with the nominated Heritage Consultant.	Structural repairs have been identified and completed in consultation with TKD Architects. S60 application approved for further Archaeological investigations and for longer-term repair of sandstone elements.	Ongoing	As detailed separately below.
Fence	Follow pest inspector's recommendations regarding		N/A	—



Burial Ground				
Element	Works	Status	% Complete	Works to be completed
	soundness of timber posts and long-term protection from termite damage, in consultation with nominated heritage consultant.	Temporary security fence installed around the burial ground. Whilst SCW02 requires conservation works to the timber posts, further investigation suggests that the fence was installed in the 1980s and is of little heritage significance. Conservation of existing 1980s timber posts to be undertaken in consultation with Council. Installation of new timber posts to be considered as part of the Heritage Precinct's adaptation to a new use (SCW03).		
	Retain and conserve existing posts in existing locations and restore fallen post to vertical in likely original position, in consultation with nominated heritage consultant. Structurally sound posts should be retained regardless of weathering, evidence of damage etc. ensure conserved posts are not in direct contact with soil by application of creosote or similar.			
	Where necessary install new posts similar to existing in dimensions, form and material, in consultation with nominated heritage consultant. Ensure conserved posts are not in direct contact with soil.			—
	Install new fence wire and gate in consultation with nominated heritage consultant.			—
	Remove and dispose of steel pickets and existing wire.	Works complete.	100%	—
Headstones and related stone elements	Remove, tag and conserve stone elements other than standing headstones. Safely store for future use.	Works to commence shortly.	—	Salvage and storage of sandstone elements (other than those still standing).
	The structural engineer together with the specialist stonemason are to identify the cause of leaning headstones (grave collapse, tree roots,	Impacts likely to be associated with all issues identified. Method of stabilisation has been identified (short-	100%	—



Burial Ground				
Element	Works	Status	% Complete	Works to be completed
	ground water, etc) and recommend method for stabilisation.	term and long-term) in consultation with stonemason. Structural works to be implemented as part of the Heritage Precinct's adaptation to a new use (SCW03).		
	Leaning but stable headstones should not be remediated.	Leaning headstones will continue to lean and will eventually fall resulting in damage to the headstone and underlying elements. It is proposed therefore to re-set the headstone so that it is vertical.	—	Re-setting of sandstone headstones consistent with specialist stonemasons' recommendations and in consultation with TKD Architects.
	As the headstone appears to be not broken but eroded, repair is not recommended. No attempt should be made to 'clarify' inscribed wording.	Conservation works to be consistent with this approach.	N/A	—
	Follow specialist stonemason's recommendations on preventing further erosion to all stones, in consultation with nominated heritage consultant.	Repair scope has been confirmed in consultation with specialist stonemason.	—	Conservation of headstones consistent with specialist stonemason recommendations.
Grounds	Remove excess vegetation. Retain and maintain tree.	This work is part of an on-going program of landscape maintenance on the site.	Ongoing	— (Ongoing maintenance to be implemented on a regular basis.)
	Ensure that water run-off from inside the Burial Ground and its surrounds flows away from the ground.	Surface modifications to address this issue to commence shortly.	—	Modification of ground levels consistent with Heritage Act approval.
Paths and paving	Paths or paving should not be installed within the burial ground fenceline. Any such proposal is to be referred to the nominated heritage consultant.	Proposals for paths/paving in the vicinity of the Burial Ground to be considered as part of the Heritage Precinct's adaptation to a new use (SCW03).	N/A	—
	The area within 20 metres of the fenceline is to remain open and largely			



Burial Ground				
Element	Works	Status	% Complete	Works to be completed
	unpaved. A paved path may be installed to provide for visitors, to be located and designed in consultation with the nominated heritage consultant.			
Lighting	Some lighting may be installed, to be located and designed in consultation with the nominated heritage consultant.	Any lighting will form part of the wider lighting strategy for the wider precinct. Proposals for lighting may be considered as part of the Heritage Precinct's adaptation to a new use (SCW03).	N/A	—

