



Attachment 1 to Item 4.1.1

Redbank Voluntary Planning Agreement

Date of meeting: 20 June 2023
Location: Council Chambers
Time: 6:30 p.m.

July 2014

Eric Nominees Australia Pty Ltd atf the Redbank
Unit Trust

Mararch Dev (Richmond) Pty Ltd

Wengor Dev (Richmond) Pty Ltd

Hatt Pty Ltd

BD NSW (MR) Project O007 Pty Ltd atf the BD
NSW (MR) Project O007 Unit Trust

Hawkesbury City Council

Transport for New South Wales

Voluntary Planning Agreement

Section 7.4 of the Environmental
Planning and Assessment Act, 1979
(NSW)

Contents

Operative Provisions

Table of Contents

1.	Planning Agreement under the Act	8
2.	Application of this Agreement	8
3.	Operation of this Agreement	8
4.	Definitions and interpretation	8
4.1	Definitions	8
4.2	Interpretation	13
5.	Development Contributions to be made under this Agreement	14
6.	Carrying out and Delivery of Works	15
6.1	Commencement of Works	15
6.2	Delivery of Works	15
6.3	Defects Liability Period	16
6.4	Standard of Works	16
6.5	Failure to deliver Works	16
6.6	Notice to Relevant Authority	17
6.7	Permission to enter and occupy land	17
7.	Payment of the Monetary Contribution	17
7.1	Monetary Contribution for the Intersection/Road Upgrades	17
7.2	New Proposed Bridge (Multispan)	18
7.3	Delivery of the New Proposed Bridge (Multispan)	19
7.4	Alternative to Delivery of the New Proposed Bridge (Multispan) - Monetary Contribution for the New Proposed Bridge (Multispan)	19
7.5	Monetary Contribution for the Community Centre	20
7.6	Monetary Contribution for Items 4.4 and 4.5 of Table 4 of Schedule 2	21
7.7	Delivery of Monetary Contributions	21
8.	Deferral of Development Contributions Works and Dedication of Transfer Lands	23
8.1	Program of Development Contributions Works and dedication of Transfer Lands ...	23
8.2	Delays in obtaining approval	23
9.	Delivery of Maintenance Works	23
10.	Dedication of Transfer Lands	24
10.1	Identification of Community Centre Land	24

10.2	Dedication process.....	25
11.	Delivery of Funding Contributions.....	26
12.	Application of sections 7.11, 7.12 and 7.24 of the Act to the Development	27
13.	Registration of this Agreement	27
14.	Review of this Agreement	28
15.	Dispute Resolution	28
15.1	Not commence	28
<u>15.2</u>	<u>Written notice of dispute</u>	28
<u>15.3</u>	<u>Attempt to resolve</u>	28
15.4	Mediation.....	28
15.5	Court Proceedings	29
15.6	Not use information	29
15.7	No Prejudice.....	29
16.	Security and Enforcement	29
16.1	Developer to provide Security.....	29
16.2	Timing of Security	29
16.3	Release of Security to the Developer	30
16.4	Call on Security	30
16.5	Compulsory Acquisition	31
16.6	Enforcement by any party	31
17.	Notices	31
17.1	Delivery	31
17.2	Change of Details.....	33
17.3	Giving of Notice.....	33
17.4	Delivery outside of business hours	34
18.	Approvals and consent	34
19.	Assignment and Novation.....	34
19.1	Assignment	34
19.2	Transfer Dealings.....	34
19.3	Transfer of certain parts of the Land.....	35
20.	Release and discharge	35
21.	Costs	35
22.	Entire Agreement	36
23.	Capacity of Parties.....	36

23.1	General	36
23.2	BD NSW (MR) Project O007 Unit Trust	36
23.3	Redbank Unit Trust	36
24.	Liabilities as between the Parties.....	37
25.	Further acts	37
26.	Governing law and jurisdiction	37
27.	No fetter	37
28.	Severability	38
29.	Waiver	38
30.	GST	38
30.1	Construction	38
30.2	Intention of the Parties	38
30.3	Payment for GST	39
30.4	Reimbursements	39
30.5	No Merger	39
31.	Relationship of Parties	39
32.	Further steps	40
33.	Counterparts.....	40
34.	Rights cumulative	40
1.	The Parties.....	56
2.	Description of Subject Land	56
3.	Description of Proposed Change to Environmental Planning Instrument	56
4.	Summary of Objectives, Nature and Effect of the Draft Planning Agreement	57
5.	Assessment of the Merits of the Draft Planning Agreement, including the impact on the public or any relevant section of the public	58
6.	Other Matters	59
7.	Interpretation of Planning Agreement	60
1.	Interpretation	66
2.	Novation.....	66
3.	Affirmation of the Original Agreement.....	67
4.	Indemnities	67
5.	Warranties and representations	67
6.	GST	68
7.	Stamp duty and costs.....	68
8.	Further acts	68
9.	Amendment	68

10.	Governing law	69
11.	Counterparts.....	69

DRAFT

DRAFT

Agreement made at

on 20 August 2014

Parties

Hawkesbury City Council (ABN 54 659 038 834) of 366 George Street,
Windsor, New South Wales
("Council")

Transport for NSW (ABN 18804239602) of 231 Elizabeth Street
Sydney NSW 2000 ("TfNSW")

Eric Nominees Australia Pty Ltd atf the Redbank Unit Trust (ACN 126 373
162) of Johnston Rorke 'Central Plaza One' Level 30, 345 Queen Street,
Brisbane, Queensland

Mararch Dev (Richmond) Pty Ltd (ABN 51 126 216 608) of Level 15, 100
Edward Street, Brisbane, Queensland

Wengor Dev (Richmond) Pty Ltd (ABN 53 126 216 617) of Level 15, 100
Edward Street, Brisbane, Queensland

Hatt Pty Ltd (ABN 71106 421 470) of Level 15, 100 Edward Street, Brisbane,
Queensland
(all of the four (4) entities listed above, together the "Developer")

**BD NSW (MR) Project O007 Pty Ltd atf BD NSW (MR) Project O007 Unit
Trust** (ABN 54 123 888 773) of Level 15, 100 Edward Street, Brisbane,
Queensland
("Land Owner")

Background

- A. On 13 March 2012 the Developer submitted the Planning Proposal to the Council for the Amending LEP and to facilitate the Development on the Land.
- B. The Planning Proposal was lodged by the Council with the Department on 14 June 2012 and received Gateway determination on 27 July 2012.
- C. The Planning Proposal was publicly exhibited in third quarter 2013. It was approved by Council in November 2013 to proceed to rezoning, with forwarding of the Planning Proposal for 'Gazettal', back to Planning & Infrastructure in December 2013.
- D. The Developer has made an offer to enter into this Agreement to make the Development Contributions in accordance with the provisions of this Agreement.

Operative provisions

1. Planning Agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

2. Application of this Agreement

This Agreement applies to the:

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

3. Operation of this Agreement

This Agreement operates on and from 20 August 2014

- (a)

4. Definitions and interpretation

4.1 Definitions

In this Agreement the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW) as amended from time to time.

Acquisition Completion Date means 13 December 2025 being the date by which TfNSW is expected to have completed acquisition and taken possession of the Land required to construct the New Proposed Bridge (Multispan).

Agreement means this voluntary planning agreement including any schedules and annexures.

Amending LEP means the Local Environmental Plan proposed under the Planning Proposal to amend the *Hawkesbury Local Environmental Plan 2012*.

Austroads Guide to Road Design means the guide to road design published by Austroads as at the time any relevant road and/or bridge design is lodged for Development Approval.

Authority means, in respect of a particular context or circumstance, each Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal, having jurisdiction and responsibility in respect of that context or circumstance. For the avoidance of doubt this includes TfNSW.

Approvals means any approval or consent required by law for development.

Bank Guarantee means an irrevocable and unconditional undertaking by an Australian Bank, to pay an amount on demand, on terms and with an expiry date (which is not less than one (1) month after anticipated date of practical completion of any specific VPA schedule item as nominated where a bank guarantee is required), acceptable to the Council or TfNSW (acting reasonably).

Bridge Approval Date means 13 December 2023 being the date by which all matters prescribed by Part 5 of the Act are expected to be completed in respect of the New Proposed Bridge (Multispan).

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Sydney.

Capped Amount means, in aggregate, a maximum amount of \$23,825,000 (which has been calculated inclusive of all Reasonable Costs in undertaking investigations, design works, obtaining planning approvals and any other licence or authorities required, construction costs (including any contingencies), service utility adjustments, remediation of contamination for the New Proposed Bridge (Multispan) and Previous Proposed Bridge (Multispan)) (subject to Road Construction and Maintenance Price Index increases in accordance with clause 7.7(e)).

CMP means the Conservation Management Plan approved by the OEH as it relates to the Development.

Commencement Date means 20 August 2014.

Community Centre means the multipurpose community centre identified in item 1.6a, Table 1 of schedule 2.

Community Centre Land means that part of the Land that is to be dedicated as a Community Centre in accordance with clause 9 and identified in item 3.1, Table 3 of schedule 2.

Construction Certificate has the same meaning as in the Act.

Construction Value means the cost incurred by the Developer in carrying out an item of Work.

Consumer Price Index as published by the Australian Bureau of Statistics.

Contribution Location Plan means the plan attached at annexure B.

Defects Liability Period means the period of 12 months which commences on the date of Practical Completion of each of the Works.

Defects Liability Period Security Amount means the amount equal to 5% of the construction costs of the relevant Works as at the date of Practical Completion of the relevant Works.

Deferred Date - the date, by reference to a specified urban lot, agreed between the Relevant Authority and Developer in accordance with clause 8.

Development means the development of approximately 1400 dwellings on the Land, the extension and embellishment of open space and community facilities, small scale neighbourhood centre, construction of trunk drainage corridors, capacity improvements to existing stormwater infrastructure and various road

improvements including the New Proposed Bridge (Multispan) (or alternatively road improvements and funds contribution to Council) and which is to be carried out generally in accordance with the Contribution Location Plan attached at annexure B and the rezoning map attached at annexure C.

Development Application means a development application made under Part 4 of the Act for the Development or a stage of the Development, or for an application to construct specific offsite infrastructure under Part 5 of the Act, whichever is relevant.

Development Approval means the determination by approval of the Development Application for the Development or a stage of the Development under Part 4 of the Act, or for an approval to construct specific offsite infrastructure under Part 5 of the Act, whichever is relevant.

Development Contributions means the works contributions, maintenance works contributions, transfer lands and funding identified in schedule 2 and which are to be provided in accordance with this Agreement.

Department means the NSW Department of Planning, Infrastructure and Environment or any other Authority replacing it.

Dwellings means a room or suite of rooms occupied or used or so developed or adapted as to be capable of being occupied or used as a separate residential domicile.

Estimated Community Centre Costs means the costs of constructing the Community Centre estimated by a quantity surveyor appointed by the Developer, and agreed by Council, which includes the value of the Community Centre Land.

Explanatory Note means the Explanatory Note attached at Schedule 4.

Funding Contribution means the funding contributions identified in Table 4 of schedule 2 for a Public Purpose.

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

Hyder Report means Richmond Bridge and Approaches Congestion Study - Stage 1 summary report Volume 1 & 2, dated July 2012, for Bells Line of Road Corridor undertaken by Hyder on behalf of TfNSW & Federal Government.

Intersection/Road Upgrades means those works described in Item 1.1, Table 1, of Schedule 2;

Land means the land contained in Lot 74 Deposited Plan 1187236 as at 14 August 2014 which land has subsequently been subdivided and will continue to be subdivided to complete the Development.

Local Environmental Plan has the meaning given to it in the Act.

LRS means the New South Wales Land Registry Services or any other Authority replacing it.

Maintenance Works means the maintenance works identified in Table 2 of schedule 2 for a Public Purpose.

Masterplan means the masterplan approved for the Development

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Monetary Contributions means the payment of monies to the Relevant Authority for the following:

- (1) Funding Contributions identified in Items 4.4, 4.5 and 4.6 of Table 4 of schedule 2; and
- (2) If required pursuant to clause 7, schedule 2, any or all of the following –
 - a. the Intersection/Road Upgrades as per Item 1.1, Table 1,
 - b. the Community Centre as per item 1.6a, Table 1,
 - c. the New Proposed Bridge (Multispan) as per Item 1.2 & 1.3, Table 1 up to the Capped Amount, less Reasonable Costs incurred, up to the date of payment of the Monetary Contribution inclusive of all Reasonable Costs in undertaking investigations, design works, obtaining planning approvals and any licence or authorities required in relation to the New Proposed Bridge (Multispan) and the Previous Proposed Bridge (Multispan) prior to commencement of construction of the New Proposed Bridge (Multispan).

New Proposed Bridge (Multispan) means those works described in Items 1.2 and 1.3 of Table 1 of schedule 2 and as generally identified on the preliminary concept plan for the bridge works attached at annexure 3.

Novation Deed means a deed substantially in the same form as that attached at annexure A.

Occupation Certificate has the same meaning as in the Act.

OEH means the Office of Environment and Heritage or any other authority replacing it.

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

Plan of Subdivision means a registered plan of subdivision within the meaning of section 195 of the *Conveyancing Act 1919* (NSW).

Planning Proposal means the planning proposal submitted under Part 3, Division 4 of the Act for the Amending LEP, Department reference PP_2012_HAWKE_002_00, or its amended form, as has been endorsed by the Council.

Practical Completion means in relation to all Works, the date on which the Developer's certifier issues a written statement that the relevant Works are fit for use and/or occupation (in the case of a new building a final occupation certificate is required under the Act) and are capable of being lawfully used and occupied for their intended purpose as set out in a Development Approval.

Previous Proposed Bridge (Multispan) means the proposed works the subject of the previous Development Application.

Public Facility means a public amenity, a public service, a public facility, public land, public infrastructure, a public road, a public work, or any other act matter or thing that meets a Public Purpose.

Public Purpose means any purpose that benefits the public or a section of the public, specified in section 7.4(2) of the Act.

Reasonable Costs means costs reasonably incurred by a party under this agreement where those costs are in invoices (received from any partnership, company or authority) which has been provided to all other parties to this agreement.

Rectification Costs means the costs of achieving Practical Completion of the Works in the event that the Developer fails to complete the Works in accordance with clause 6.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Relevant Authority means either Council for local roads and/or TfNSW for classified roads, or any other authority replacing it, as agreed by the parties. In terms of approval functions for any discrete component of works, only one Authority can stipulate conditions, inspect and approve the construction of works to ensure reasonableness and consistency throughout the delivery process.

Residential Accommodation has the same meaning as residential accommodation under the Standard Instrument.

Road Construction and Maintenance Price Index means the amount calculated in accordance with clause 7.7(e).

Security means any of:

- a. a Bank Guarantee; or
 - b. such other security as is agreed in writing between the Parties,
- either in favour of the Relevant Authority.

Security Amount means for each of the Works that are specified in table 1 of schedule 2 as being subject to security arrangements, the amount identified in column 5, table 1 of schedule 2.

Service Lot means a lot that is created for one or more of the following purposes:

- a. to be dedicated or otherwise transferred to an Authority;
- b. for any public utility undertaking within the meaning of the Standard Instrument;
- c. to be association property within the meaning of the *Community Land Development Act 1989* (NSW); or
- d. for open space, recreation, environmental conservation, drainage or riparian land management,

but does not include a Super Lot.

Semi-Rural Lot means a large urban lot of not less than 1500m².

Specifications means the specifications identified in annexure D

Stage means each stage forming part of the Development.

Standard Instrument means the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement.

Subdivision has the same meaning as in section 4B of the Act.

Subdivision Certificate means both a subdivision certificate in accordance with Part 6 Division 6.2 of the Act and a strata subdivision certificate.

Super Lot means a lot that forms part of the Land and is no more than 4 hectares in area and which, following the registration of a Plan of Subdivision, is intended for further subdivision (including strata and community title subdivision) for Residential Accommodation but does not include a Service Lot.

TfNSW means Transport for NSW as constituted by the *Transport Administration Act 1988*.

TMAP means the Transport Management and Accessibility Plan, as prepared by AECOM on behalf of Developer denoted 60271557 and dated 20th March 2013.

Transfer Dealings means transferring or selling part of the Land.

Transfer Lands means those lands to be dedicated under this Agreement, as defined in the relevant development application and subsequent approval, in accordance with table 3 schedule 2 for a Public Purpose.

Urban Lot means a lot that forms part of the Land to be created by the registration of a:

- a. Plan of Subdivision and is intended to be developed for Residential Accommodation; or
- b. Strata Plan and has been or is being developed for Residential Accommodation,

but excluding any Service Lots and Super Lots.

WAD means a Works Authorisation Deed or similar document entered into with TfNSW.

Works means each of the items of work to be carried out by the Developer as specified in Table 1 of schedule 2 for a Public Purpose.

4.2 Interpretation

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

- a. Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- b. If the day on which any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day.
- c. A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

- d. A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment, replacement or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- e. A reference in this Agreement to any agreement, deed or document is a reference to that agreement, deed or document as amended, novated, supplemented or replaced.
- f. A reference to a clause, part, schedule, table, annexure or attachment is a reference to a clause, part, schedule, table, annexure or attachment of or to this Agreement.
- g. An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- h. Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- i. A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- j. References to the word 'include' or 'including' are to be construed without limitation.
- k. A reference to this Agreement includes the agreement recorded in this Agreement.
- l. A reference to a Party to this Agreement includes a reference to the servants, agents and contractors of the Party, and the Party's successors and assigns.
- m. Any schedules, annexures and attachments form part of this Agreement.

5. Development Contributions to be made under this Agreement

Subject to this Agreement, the Developer is to make a Development Contribution comprising:

- a. the carrying out and delivery of the Works;
- b. the payment of the Monetary Contributions, including in respect of:
 - i. the Intersection /Road Upgrades, as per clause 7.1,
 - ii. the New Proposed Bridge (Multispan), but only in accordance with Part 7 of this Agreement,
 - iii. the Community Centre, but only if the requisite written notice is provided in the manner identified in accordance with clause 7.5,
- c. the carrying out of the Maintenance Works;

- d. the dedication of the Transfer Lands; and
- e. the delivery of the Funding Contribution.

6. Carrying out and Delivery of Works

6.1 Commencement of Works

The Developer must take all reasonable steps to:

- (a) obtain all necessary approvals, consents, certifications and authorisations it requires to carry out the Works.
- (b) for any Works that are required to be carried out under this Agreement when TfNSW is the Relevant Authority for those Works, enter into a Works Authorisation Deed or other similar agreement with TfNSW, if reasonably required by TfNSW;
- (c) carry out the Works as nominated in Schedule 2 unless a Monetary Contribution is provided in lieu of carrying out the relevant Works in accordance with this Agreement, in which case the relevant Works do not need to be carried out.

6.2 Delivery of Works

- (a) If the Developer is not providing the Monetary Contributions nominated in Item 1.3 of Schedule 2 (due to clause 7.3 being engaged), the Developer must achieve Practical Completion of the New Proposed Bridge (Multispan) prior to the issue of a Subdivision Certificate for the creation of the 1,214th Urban Lot provided that for each month of delay of the Bridge Approval Date or the Acquisition Completion Date, the number 1214 shall be extended by 10.
- (b) When the Developer is of the reasonable opinion that Practical Completion has been reached, the Developer must notify the Relevant Authority, in writing within 30 Business Days, specifying the date on which, in its opinion, Practical Completion has been reached.
- (c) Within 5 Business Days of the date upon which the Developer has nominated as the date upon which Practical Completion has been reached, the Relevant Authority must carry out an inspection of the relevant Works.
- (d) The Relevant Authority that inspects the specific works within their relevant responsibility, in accordance with clause 6.2(b) must, within 10 Business Days of carrying out its inspection of the Works provide notice to the Developer specifying that either:
 - (i) it is of the opinion that Practical Completion has been reached for the relevant Works; or
 - (ii) it is of the opinion that Practical Completion has not been reached, in which case it must set out all the matters that the Relevant Authority reasonably considers must be completed in order for Practical Completion to be reached.
- (e) The Developer:

- (i) must undertake the works specified by the Relevant Authority under clause 6.2(d)(ii), as soon as practicable and once complete, the provisions of clauses 6.2(a)-(d) will apply; or
- (ii) if it does not agree with the matters set out in the Council's or TfNSW's notice issued under clause 6.2(d)(ii), must notify the Relevant Authority that a dispute has arisen under clause 15 of this Agreement.

6.3 Defects Liability Period

- (a) If the Relevant Authority notifies the Developer of a defect in the Works within the Defects Liability Period, the Developer must remedy that defect to the satisfaction of the Relevant Authority within a reasonable period, having regard to the nature of the defect.
- (b) Until the expiration of the Defects Liability Period, the Developer must provide the Relevant Authority, with the Defects Liability Period Security Amount as security for the performance for the specific works under the responsibility of the Relevant Authority, by the Developer under clause 6.3(a).
- (c) If the Developer does not rectify any defect in the Works as duly notified under clause 6.3(a), then the Relevant Authority may, after giving the Developer not less than 14 Business Days' notice in writing of its intention to do so rectify the defect in the relevant Works and after first giving the Developer not less than a further 14 Business Days' notice in writing of the Relevant Authority intention to do so, make an appropriation from the specific Defects Liability Period Security Amount for the works containing the defect, for the costs of and arising from the rectification of the relevant Work.
- (d) The provisions of clause 6.3 will not apply where the Developer is required to provide a bond or any other similar security under a Development Approval or WAD to the Relevant Authority for defects in the Works completed.

6.4 Standard of Works

The Developer shall carry out the Works:

- (a) in accordance with the Specifications;
- (b) in a good and workmanlike manner, in compliance with applicable standards (whether Australian Standards or otherwise) and legal requirements;
- (c) in accordance with the Austroads Guide to Road Design;
- (d) in accordance with Council's engineering requirements where Council is the Relevant Authority; and
- (e) in accordance with TfNSW published supplements where TfNSW is the Relevant Authority.

6.5 Failure to deliver Works

- (a) If:
 - (i) the Developer fails to, or provides written notice to the Relevant Authority that it is unable to, complete all or any part of the Works as required by this Agreement by the time specified in column 2 of Table 1 of schedule 2 for that item of Work; and

- (ii) that failure (or anticipated failure) is caused by circumstances beyond the reasonable control of the Developer (including but not limited to the circumstances described in cl 7.2(b)(i) or 7.2(b)(ii)) **Error! Reference source not found.**16.5(c) or the Developer otherwise agrees to the parties proceeding on the basis that this was the case,

the Relevant Authority may elect to complete that item of Work or such part or parts of that item of Work as are outstanding as at the date specified in column 2 of table 1 of schedule 2 or otherwise as agreed, or appoint a contractor to carry out these Works on the Relevant Authority behalf.

- (b) If sub-clause 6.5(a) applies:
 - (i) if required, the Land Owner must allow the Relevant Authority, its officers, employees, agents and contractors to enter the Land for the purposes of completing the relevant item of Work; and
 - (ii) the provisions of clause 16.4 apply.

6.6 Notice to Relevant Authority

The Developer is to notify the Relevant Authority, in writing, of its intention to Subdivide any Super Lot or Semi-Rural Lot at least two [2] months before an application for that Subdivision is lodged.

6.7 Permission to enter and occupy land

The Council and TfNSW are to permit and do all things necessary to permit the Developer to enter and occupy any land owned or controlled by the Council and/or TfNSW (as applicable) for the purpose of enabling the Developer to carry out any of the Works on such land or to perform any other obligation imposed on the Developer by or under this Agreement.

7. Payment of the Monetary Contribution

7.1 Monetary Contribution for the Intersection/Road Upgrades

- (a) The Developer must provide the Development Contribution for the intersection works identified at Item 1.1, Table 1 of Schedule 2 by paying the nominated monetary contribution of the works at that item (as referenced from the TMAP) to the Relevant Authority -
 - (i) for the intersection works, identified as "A", "B" and "C" prior to the issue of a Subdivision Certificate for the creation of the 121st Urban Lot,
 - (ii) for the intersection works, identified as "D" prior to the issue of a Subdivision Certificate for the creation of the 461st Urban Lot,
- (b) If the Relevant Authority decides not to proceed with the intersection / road upgrades to the Bells Line of Road corridor as described in the Hyder Report, as advised by the Relevant Authority to the Developer, by no later than July 2014 defined as TfNSW Decision Point 1 at Item 1.1, Table 1 of Schedule 2 -
 - (i) The Developer must take all reasonable steps to obtain all necessary approvals, consents, certifications and authorisations required to carry out the Works as per the TMAP;

- (ii) The Developer must promptly notify the Relevant Authority of the lodgement of any application for necessary approvals, consents, certifications and authorisations required to carry out the Works as per the TMAP;
- (iii) The Relevant Authority can reverse its decision and proceed with the intersection/road upgrades to the Bells Line of Road corridor as described in the Hyder Report by no later than March 2015 defined as TfNSW Decision Point 2 at Item 1.1, table 1 of Schedule 2, and receive the monetary contribution detailed in 7.1 (a) above less any Reasonable Costs incurred by the Developer to that date,
- (iv) If no reversal of decision at TfNSW Decision Point 2, the Developer is to proceed to deliver the intersection works, identified as "A", "B" and "C" as per the TMAP prior to the issue of a Subdivision Certificate for the creation of the 461st Urban Lot,
- (v) If no reversal of decision at TfNSW Decision Point 2, the Developer is to proceed to deliver the intersection works, identified as "D" as per the TMAP prior to the issue of a Subdivision Certificate for the creation of the 1001st Urban Lot, *or at a date after* TfNSW Decision Point 2, but before the release of a subdivision certificate creating the 561st Urban Lot, alternatively -
 - (A) if agreed by the parties, prior to the release of a subdivision certificate creating the 761st Urban Lot, the Developer must provide the Development Contribution for the intersection works identified as "D" at Item 1.1, Table 1 of Schedule 2 by paying the nominated monetary contribution for the works at that item (as referenced from the TMAP), to the Relevant Authority.

7.2 New Proposed Bridge (Multispan)

- (a) Subject to clause 7.2(b) of this Agreement, the Developer is to carry out the Works for the New Proposed Bridge (Multispan) in accordance with clause 7.3 of this Agreement.
- (b) The Developer is not required to carry out the Works for the New Proposed Bridge (Multispan) in accordance with clause 7.3 of this Agreement, and instead must pay the Monetary Contribution for the New Proposed Bridge (Multispan) in accordance with clause 7.4 of this Agreement, if either:
 - (i) at the time a Subdivision Certificate is sought by the Developer which, if granted, will create the 915th lot, the Developer has not obtained all necessary approvals, consents, certifications, authorisations from the Relevant Authority and/or relevant statutory authority that are required in order for the Developer to carry out the Works for the New Proposed Bridge (Multispan); or
 - (ii) at the time a Subdivision Certificate is sought by the Developer which, if granted, will create the 979th Urban Lot:
 - (A) TfNSW has not acquired all land that is required for the Developer to carry out the Works for the New Proposed Bridge (Multispan); and/or
 - (B) a Construction Certificate has not been issued for the Works for the New Proposed Bridge (Multispan).
- (c)

- (i) Notwithstanding the provisions of clauses 7.2(b) (i) and (ii), for each month of delay of the Bridge Approval Date or the Acquisition Completion Date, the numbers 915 and 979 in clauses 7.2(b) (i) and (ii), respectively, and each instance of the number 1214 in Item 1.3 in Table 1 of Schedule 2, shall be extended by 10.
- (ii) The provisions of clause 7.2(c)(i) shall not operate after 13 May 2024 in the case of the Bridge Approval Date or 13 May 2026 in the case of the Acquisition Completion Date.

7.3 **Delivery of the New Proposed Bridge (Multispan)**

Subject to clause 7.2(b) of this Agreement, in respect of the New Proposed Bridge (Multispan):

- (a) the Developer will carry out the Works for the New Proposed Bridge (Multispan) as detailed at Item 1.3 of Table 1 of Schedule 2;
- (b) the provisions of clause 6 of this Agreement apply;
- (c) if reasonably required by TfNSW to do so, the Developer must enter into a Works Authorisation Deed with TfNSW for the relevant components of the Works for the New Proposed Bridge (Multispan) for which TfNSW is the Relevant Authority; and
- (d) the Developer must promptly notify TfNSW and Council of the lodgement of any application for necessary approvals, consents, certifications and authorisations required for the Developer to carry out the Works for the New Proposed Bridge (Multispan).

7.4 **Alternative to Delivery of the New Proposed Bridge (Multispan) - Monetary Contribution for the New Proposed Bridge (Multispan)**

If in accordance with clause 7.2(b) of this Agreement the Developer is to pay a Monetary Contribution for the New Proposed Bridge (Multispan):

- (a) the provisions of clause 7.5 apply;
- (b) the Developer must pay the Monetary Contribution for the New Proposed Bridge (Multispan) to TfNSW for works originally planned to be applied to TfNSW and/or Council road infrastructure (to fund upgrades to the State Road Network and associated local roads within 200 metres on approach to the State Road Network in the Richmond and North Richmond area to relieve congestion along the Bells Line of Road and associated local road network, with up to 5% of the Monetary Contribution to be reserved for works to strengthen and widen Grose Vale Road with such work to be agreed between Council and TfNSW and undertaken by Council) in accordance with the timing specified in item 1.3 of table 1 of schedule 2 and as per scenario 2 or 3 as detailed and whichever prevails, in schedule 2A,
- (c) the Monetary Contribution of the Capped Amount less all Reasonable Costs in respect of the New Proposed Bridge (Multispan) and the Previous Proposed Bridge (Multispan) will be payable as follows (see Schedule 3):
 - (i) if cl 7.2(b)(i) applies, prior to the release of:
 - (A) the 979th Urban Lot: \$11,912,500 (inclusive of GST and less all Reasonable Costs lodged at time of payment with all parties);
 - (B) each of the 995st Urban Lot, 1075st Urban Lot, 1155st Urban Lot, 1235st Urban Lot, 1315th Urban Lot and 1399th Urban

Lot: \$1,985,417 (inclusive of GST and less all Reasonable Costs);

- (ii) If cl 7.2(b)(ii) applies, prior to the release of:
 - (A) the 979th Urban Lot: \$11,912,500(inclusive of GST and less all Reasonable Costs);
 - (B) each of the 995st Urban Lot, 1075st Urban Lot, 1155st Urban Lot, 1235th Urban Lot, 1315th Urban Lot and 1399th Urban Lot:\$1,985,417 (inclusive of GST and less all Reasonable Costs lodged at time of payment with all parties);
- (d) For abundant clarity, if the Developer pays a Monetary Contribution under this clause 7.4, it is not required to carry out the Works identified as being the New Proposed Bridge (Multispan), as detailed at Item 1.3 of Table 1 of schedule 2.
- (e) Each of the lot numbers referred to in subclauses 7.4(c)(i)(A) and (B) and subclauses 7.4(c)(ii)(A) and (B) shall be extended by 10 for each month of delay (or part thereof) in the Bridge Approval Date and/or the Acquisition Completion Date provided the Bridge Approval Date is achieved by 13 May 2024 and the Acquisition Completion Date is achieved by 13 May 2026.

7.5 Monetary Contribution for the Community Centre

- (a) The Developer must provide written notice to the Council that it intends to commence preparation of the concept design and planning for the Community Centre.
- (b) Within 30 Business Days of receipt of the written notice in clause 7.5(a), the Council must provide the Developer with written notice that either:
 - (i) it requires the Developer to progress the construction of the Community Centre; or
 - (ii) it instead requires the Developer to pay a Monetary Contribution in lieu of the delivery of the Community Centre and the dedication of the Community Centre Land.
- (c) If written notice is provided in accordance with clause 7.5(b)(ii) or the Council fails to provide the written notice required then:
 - (i) the Developer must, within [60] Business Days of the Developer providing notice under clause 7.5(a), provide the Council with a written notice of the Estimated Costs of the Community Centre; and
 - (ii) within [30] Business Days of receipt of the notice referred to in clause 7.5(c)(i), the Council must provide the Developer with written notice that either:
 - (A) it agrees with the Estimated Costs of the Community Centre;
 - or
 - (B) it does not agree with the Estimated Costs of the Community Centre and the provisions of clause 14 are to apply.
 - (iii) the Developer must pay the relevant portion of the Monetary Contribution to the Council:

- (A) in accordance with clause 7.7;
- (I) if the Council agrees with the Estimated Costs of the Community Centre, in accordance with the timing identified in item 1.6a of table 1 of schedule 2; or
- (II) if the Council does not agree with the Estimated Costs of the Community Centre, within 30 Business Days of the resolution of the dispute under clause 14 or as otherwise agreed.

7.6 **Monetary Contribution for Items 4.4 and 4.5 of Table 4 of Schedule 2**

The Developer must pay the Monetary Contributions identified in Items 4.4, 4.5 and 4.6 of Table 4 of schedule 2, in accordance with clause 7.7.

7.7 **Delivery of Monetary Contributions**

- (a) The Monetary Contribution if required, is made for the purposes of this Agreement when cleared funds are deposited and credited by means of electronic funds transfer into a bank account nominated by the Relevant Authority with respect to the Intersection / Road Upgrades and/or the New Proposed Bridge (Multispan) and/or the Community Centre.
- (b) If a Monetary Contribution is required, in case of the Monetary Contribution for the New Proposed Bridge (Multispan):
 - (i) the Developer is to give the Relevant Authority not less than 5 Business Days written notice of its intention to pay their relevant portions of the Monetary Contribution; and
 - (ii) the Relevant Authority is to give the Developer written notice of details of its nominated bank account for the relevant portions of the Monetary Contribution within 5 Business Days of receiving written notice from the Developer under this clause.
- (c) Once payment, in part or in full, is made to the Relevant Authority, the Developer's obligation to make that Monetary Contribution in part or in full to the Relevant Authority, has been discharged.
- (d) If a tax invoice is by law required to be provided to the Developer by the Relevant Authority:
 - (i) The Developer is not required to pay the Monetary Contribution under this Agreement until the Council or TfNSW, after having received the Developer's notice under clause 7.7(b), has given to the Developer a tax invoice for the amount of the Monetary Contribution; and
 - (ii) The Developer is not in breach of this Agreement if it fails to pay the Monetary Contribution at the time required by this Agreement by reason only of the Relevant Authority's failure to give to the Developer a tax invoice in relation to the Monetary Contribution.
- (e) The Monetary Contribution is to be indexed annually in accordance with the Road Construction and Maintenance Price Index from the Commencement Date until such time as the Monetary Contribution is paid for in full to the

Relevant Authority for the Monetary Contribution in lieu of the New Proposed Bridge (Multispan).

DRAFT

8. Deferral of Development Contributions Works and Dedication of Transfer Lands

8.1 Program of Development Contributions Works and dedication of Transfer Lands

- (a) Upon the execution of this Agreement and on each quarterly anniversary of that date the Developer and the Relevant Authorities shall meet quarterly on the first business day of February, May, August and November with the intent to agree, within 14 days of the meeting, on a program for the carrying out of Development Contributions works and the dedication of Transfer Lands by the Developer. The program shall specify the estimated date of approval to any Development Application or other necessary approvals.

8.2 Delays in obtaining approval

- (a) If, through no fault of the Developer, a necessary approval has not been obtained within the estimated time specified in the Program and the absence of that approval prevents the Developer from achieving Practical Completion of any Development Contributions works or the dedication of Transfer Lands within the time specified in this Agreement, the Developer and the Relevant Authorities shall agree on a Deferred Date for Practical Completion of the Development Contributions works and the dedication of Transfer Lands under this Agreement. The Deferred Date will be specified by reference to the issue of a Subdivision Certificate for the creation of a specified Urban Lot.
- (b) If the Developer and Relevant Authorities are unable to reach agreement in relation to a Deferred Date for Practical Completion under clause 8.2(a) the provisions of clause 15 shall apply.
- (c) Any agreement reached under clause 8.2(a) shall be treated as an amendment to this Agreement for the purpose of determining compliance with this Agreement.

9. Delivery of Maintenance Works

- (a) The Developer must carry out the Maintenance Works in accordance with the timing specified in column 2, table 2 of schedule 2.
- (b) During the time period within which the Maintenance Works are to be carried out under this Agreement, the Developer will provide written notice to the Council, within 30 Business Days of each anniversary of the commencement of the Maintenance Works, of:
 - (i) the stage or part of the Maintenance Works completed in the preceding year; and
 - (ii) the costs of completing those Maintenance Works.
- (c) On Practical Completion of each of the Maintenance Works by the Developer:
 - (i) the Developer will provide written notice to the Council that it is of the opinion that Practical Completion has taken place for the relevant Maintenance Works;
 - (ii) within 40 Business Days of receipt of the notice referred to in clause 9(c)(i), the Council must provide written notice to the Developer that:

- (A) it agrees that Practical Completion of the relevant Maintenance Works has occurred; or
 - (B) it does not agree that Practical Completion of the relevant Maintenance Works has occurred and provide details of those matters that, in the Council's opinion, must be completed prior to Practical Completion of the Maintenance Works;
- (iii) if the Council provides written notice under clause 9(c)(ii)(B), the Developer must either:
 - (A) proceed to carry out the works that the Council has identified must be completed in order to achieve Practical Completion of the relevant Maintenance Works and, once those additional works have been completed, the provisions of clause 9(c) will apply; or
 - (B) within 20 Business Days of receipt of the written notice by the Developer, provide written notice to the Council that it considers that Practical Completion of the relevant Maintenance Works has been achieved and that a dispute has arisen under clause 15
- (d) Each relevant part of the Maintenance Works contribution is made for the purposes of this Agreement when:
 - (i) the Council provides written notice to the Developer that it is of the opinion that the Practical Completion of the relevant Maintenance Works has occurred; or
 - (ii) the Council fails to provide the notice specified in clause 8(c)(ii).

10. Dedication of Transfer Lands

10.1 Identification of Community Centre Land

If the Council provides the Developer with written notice under clause 7.5(b)(i) that it requires the Developer to construct the Community Centre:

- (a) the Land Owner and Developer must provide to Council a design plan which outlines the proposed location and configuration of the Community Centre Land generally in accordance with the plan attached at annexure B;
- (b) the Parties must agree the actual location and configuration of the Community Centre Land having regard to:
 - (i) the impositions and requirements of the Development applying at that time;
 - (ii) the detail and reasoning incorporated in the Developer and Land Owner's design plan referred to in clause 10.1(a); and
- (c) the Parties must use reasonable endeavours to reach agreement under clause 10.1 (a) and 10.1 (b) so that the Land Owner and Developer can meet their obligations under this Agreement; and

- (d) if the Parties do not reach agreement under clause 10.1 (a) and 10.1 (b), then the Developer may elect to refer the matter to dispute resolution in accordance with clause 15.

10.2 **Dedication process**

- (a) The Developer and Land Owner must take all steps necessary to register at the LRS the transfer of the Transfer Lands to the Council in accordance with the timing specified in column 2, Table 3 of schedule 2 by:
 - (i) either delivering to the Council;
 - (A) a form of transfer in respect of the relevant portion of the Transfer Lands executed by the Land Owner in registrable form transferring that land for \$1.00; and
 - (B) the certificates of title for the relevant part of the Transfer Lands; or
 - (C) a deposited plan which indicates that the relevant portion of the Transfer Lands is intended to be dedicated to the Council.
 - (ii) lodging all necessary executed documents with the LRS and responding to any enquiries or requisitions made by the LRS; and
 - (iii) taking any other necessary action to give effect to the transfer of the title of the relevant portion of the Transfer Lands to the Council.
- (b) The Council agrees that it will accept the Transfer Lands free of all encumbrances and interests other than any easements or interests required by any Authority or utility service provider currently noted on the title of Transfer Lands or required under any Development Approval.

11. Delivery of Funding Contributions

- (a) The Developer will deliver the Funding Contribution in accordance with:
 - (i) the timing specified in column 2, Table 4 of schedule 2; and
 - (ii) In relation to Items 4.4 and 4.5 of Table 4 of schedule 2, in accordance with clause 7.6.
- (b) During the time period within which the Funding Contribution is to be carried out under this Agreement, the Developer will provide written notice to the Council, within 30 Business Days of each anniversary of the commencement of this Agreement (Annual Notice), of:
 - (i) the costs of completing the Funding Contribution for that year; and
 - (ii) confirmation that it has provided the relevant Funding Contribution in accordance with table 4 of schedule 2 for that year.
- (c) Within 30 Business Days of receipt of an Annual Notice, Council may provide written notice to the Developer that a dispute has arisen in relation to the Funding Contribution and its provision and if so, clause 15 will apply.
- (d) For the avoidance of doubt, the Developer will:
 - (i) carry out and/or pay for the relevant place making programs specified in item 4.1, Table 4 of schedule 2; and
 - (ii) task or pay for suitable personnel (qualifications, experience, number) as referred to in item 4.1, Table 4 of schedule 2; and
- (e) The Council and Developer agree to set up a working group for Item 4.1, Table 4, Schedule 2 which will:
 - (i) operate to determine the strategy and receive reports on the delivery status of the allocation and expenditure of the Funding Contributions by the Developer;
 - (ii) constitute:
 - (A) two representative from Council;
 - (B) two representatives from the Developer; and
 - (iii) will meet twice yearly commencing 6 months prior to the anticipated date of the first expenditure of any part of the Funding Contributions and ending on the notification of the Council under clause 11(f).
- (f) The Funding Contribution is made for the purposes of this Agreement when the Developer has notified the Council in the Annual Notice that it has completed all of the Funding Contributions.

12. Application of sections 7.11, 7.12 and 7.24 of the Act to the Development

This Agreement:

- (a) wholly excludes the application of sections 7.11 and 7.12 of the Act to the Development; and
- (b) does not exclude the application of section 7.24 of the Act to the Development.

13. Registration of this Agreement

- (a) Immediately after the operation of this Agreement in accordance with clause 3, the Land Owner must commence the actions necessary to procure the registration of the Agreement on the relevant folios of the register held by the LRS pertaining to the Land and must take all reasonable steps to have the Agreement registered as soon as practically possible after the operation of this Agreement, and in any event within 120 business days after the date of operation of this Agreement.
- (b) Until such time as this Agreement is registered on the relevant folios of the register held by the LRS pertaining to the Land, the Developer agrees that the Relevant Authority/s may each lodge a caveat on the relevant folios of the Register held by the LRS pertaining to the Land
- (c) If the Relevant Authority/s lodges a caveat in accordance with clause 13(b), then the Relevant Authority must during such time as the caveat remains lodged on the title of the Land:
 - (i) provide written consent within 5 Business Days to any proposed Dealing in respect of the Land other than a Transfer Dealing;
 - (ii) provide written consent within 5 Business Days to a proposed Transfer Dealing in circumstances where the proposed assignee, transferee, purchaser or other party (the "Incoming Party") of the Land or part of the Land and the Council have executed a Novation Deed in substantially the same form as contained in Annexure A;
 - (iii) ensure that the caveat does not prevent or delay the registration of this Agreement; and
 - (iv) remove the caveat from the title to the Land promptly, following registration of this Agreement in accordance with clause 13(a).
- (d) If after 120 Business Days, the Developer has failed or has been unable to register this Agreement on any of the Land in accordance with clause 13(a) the Developer must pay the Relevant Authority/s reasonable costs and expenses, including legal costs, of exercising their rights under clause 13(b) of this Agreement.

- (e) The Relevant Authority/s agree:
- (i) to provide a release and discharge of this Agreement with respect to the Land or any lot, including a strata lot, created on subdivision of the Land on satisfaction by the Developer of the obligation to provide the Development Contributions or on the happening of an event under clause 20; and
 - (ii) to do all things reasonably necessary, including the execution of any documents, to enable the Land Owner to remove the notation of this Agreement on the relevant folios of the register, held by the LRS pertaining to the Land.

14. Review of this Agreement

- (a) This Agreement may be reviewed or modified and 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.

15. Dispute Resolution

15.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause¹⁵**Error! Reference source not found..**

15.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

15.3 Attempt to resolve

On receipt of notice under clause 15.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution procedures such as mediation, expert evaluation or other methods agreed by them.

15.4 Mediation

If the parties do not agree within 7 Business Days of receipt of notice under clause 15.3 (or any further period agreed in writing by them) as to:

- (a) The dispute resolution technique and procedures to be adopted;
- (b) The timetable for all steps in those procedures; or
- (c) The selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

15.5 Court Proceedings

If the dispute is not resolved with 60 Business Days after the notice is given under clause 14.2 then any party which has complied with the provisions of this clause 14 may in writing terminate any dispute resolution process undertaken under his clause and may then commence court proceedings in relation to the dispute.

15.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 14 is to attempt to settle the dispute. No party may use any information or documents obtained through the dispute resolution process undertaken under this clause 14 for any purpose other than in an attempt to settle the dispute.

15.7 No Prejudice

This clause 14 does not prejudice the right of a party to institute court proceedings for urgent injunction or declaratory relief in relation to any matter arising out of or relating to this agreement.

16. Security and Enforcement

16.1 Developer to provide Security

- (a) Section 7.4(3)(g) of the Act requires the enforcement of a planning agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer. This clause 16, clause 6.3, clause 6.5 and clause 13 satisfies this obligation.
- (b) The parties acknowledge that where any Security provided pursuant to this Deed, secures performance of an obligation which arises under a WAD, TfNSW shall be taken as the Relevant Authority entitled to call on or enforce the Security in conjunction with the Council where appropriate.

16.2 Timing of Security

- (a) Subject to clause 16.2(b), the Developer must provide Security to Council, for the full amount as listed in Column 5 of tables in schedule 2 to the Relevant Authority, where a Security Amount is to be provided by the Developer to secure the relevant Works, in accordance with the timing specified in column 6 of tables in schedule 2.
- (b) The Relevant Authority/s acknowledge that:
 - (i) the Security nominated in column 5 of Tables 1 and 3 of Schedule 2 is in addition to the registration of the Agreement on the title of the Land under clause 13;
 - (ii) the timing of the provision of each of the Works for which no additional Security Amount is provided, being prior to the issue of a Subdivision Certificate for the relevant Urban Lot in accordance with schedule 2, is adequate security for the purposes of this Agreement and section 7.4(3)(g) of the Act; and
 - (iii) in the circumstances where a WAD is entered into between a Relevant Authority and the Developer for any Works included within this Agreement, the parties agree that the Security provided for the relevant

Works under this Agreement is to be taken to satisfy any requirement to provide security for those Works to TfNSW under the WAD.

- (c) The Developer acknowledges that where a WAD is to be entered into between TfNSW and the Developer for any of the Works in accordance with 16.2(b)(iii) the WAD will not be executed by TfNSW until the relevant security for those Works, stipulated by this Agreement, are provided by the Developer,

16.3 Release of Security to the Developer

- (a) In respect of each Security provided to the Relevant Authority under clause 16.2 for the Works, the Relevant Authority must release the Security to the Developer if provided for the Works and subject to clause 6.3(b), upon the date of Practical Completion of the relevant part of the Works.

16.4 Call on Security

- (a) The Security provided in clause 16.1 is given to secure compliance by the Developer with its obligations to pay any costs of achieving Practical Completion of the Works if the Developer fails to complete the Works in accordance with clause 6.
- (b) The Relevant Authority must only exercise its rights under the Security in accordance with this clause 16.4.
- (c) The Relevant Authority must not request a payment (Security Payment) under the Security from the provider of it, unless:
 - (i) the Relevant Authority has first given 40 Business Days written notice (Claim Notice) to the Developer of its intention to do so;
 - (ii) the Claim Notice specifies the Rectification Costs to which that Security Payment relates and the amount and calculation of the Security Payment;
 - (iii) the amount of the requested Security Payment does not exceed the amount of the Rectification Costs, as the case requires;
 - (iv) the reason for the request is that:
 - (A) the Developer has, in breach of this Agreement, failed to comply with its obligation to carry out the Works in accordance with this Planning Agreement and the Developer has failed to pay any Rectification Costs, the amount of which has been ascertained and to which the Relevant Authority is entitled, within 15 Business Days of the Relevant Authority demanding payment of it; and
 - (B) there is no dispute between the Developer and the Relevant Authority:
 - (I) as to whether the Developer is obliged to pay the relevant Rectification Costs or is otherwise in breach of its obligations to do so; or
 - (II) about the amount of the Rectification Costs, for which the Security Payment is requested.
- (d) The Relevant Authority must not request a Security Payment unconscionably or in bad faith.

- (e) The Relevant Authority must, upon demand, account to the Developer for any Security Payment to the extent that it exceeds or is otherwise not required to pay the Rectification Costs for which the Security Payment is requested.
- (f) The Relevant Authority must take reasonable steps to mitigate any loss.

16.5 Compulsory Acquisition

- (a) If the Developer and/or the Land Owner do not procure the transfer of all or part of the Transfer Lands in accordance with clause 10, the Developer and Land Owner agree that the Council may compulsorily acquire all or part of the Transfer Lands in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) for the amount of \$1.
- (b) The parties agree that:
 - (i) clause 16.5(a) is an agreement between the Land Owner and the Council for the purpose of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) the Land Owner and the Council have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) The parties agree and acknowledge that TfNSW may need to compulsorily acquire land from a third party in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) in order for the Developer to deliver the New Proposed Bridge (Multispan) under this agreement.
- (d) The parties agree and acknowledge that if land from a third-party is required to satisfy clause 16.5(c), TfNSW will commence the process of acquisition of such required land after the Bridge Approval Date.

16.6 Enforcement by any party

- (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 a court of competent jurisdiction to enforce any aspect of this Agreement or any matter to which this Agreement relates, subject to compliance with clause 15 and
 - (ii) the Council from exercising any function under the Act or any other Act or law.

17. Notices

17.1 Delivery

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

- a. Delivered or posted to that Party at its address set out below.
- b. Faxed to that Party at its fax number set out below.

- c. Emailed to the Land Owner or Developer, (but not Council and TfNSW), at its email address set out below.

Hawkesbury City Council

Attention	The General Manager
Address	366 George Street Windsor NSW 2756
Phone Number	(02) 4560 4444
Fax Number	(02) 4587 7740

Transport for NSW

Attention	Graham Richardson Director Land Use Network and Place Planning Greater Sydney
Address	27-31 Argyle Street Parramatta NSW 2150
Phone Number	##
Fax Number	##

Developer

Attention	The Project Director
Address	Level 15, 100 Edward Street BRISBANE QLD 4000
Phone Number	(07) 3337 2222
Fax Number	(07) 3229 3448
Email	info@imald.com.au

Land Owner

Attention	The General Manager
Address	Level 15, 100 Edward Street Brisbane QLD 4000
Phone Number	(07) 3337 2222
Fax Number	(07) 3229 3448

17.2 Change of Details

If a Party gives the other Parties 10 Business Days' notice of a change of its address, email address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, electronically sent, posted or faxed to the latest address, email address or fax number.

17.3 Giving of Notice

Subject to clause 17.4, any notice, consent, invoice, information, application or request is to be treated as given or made at the following time:

DRAFT

- (a) if it is delivered by process server, when it is served at the relevant address;
- (b) if it is sent by registered post, two Business Days after it is posted; and
- (c) if it is sent by fax or email, when a delivery confirmation report is received by the sender, unless subsequently the sender receives a delivery failure notification, indicating that the fax or email has not been delivered.

17.4 **Delivery outside of business hours**

If any notice, consent, information, application or request is delivered on a day that is not a Business Day, or if on a Business Day, after 5.00pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

18. **Approvals and consent**

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 obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

19. **Assignment and Novation**

19.1 **Assignment**

- (a) Neither the Developer nor the Land Owner may assign, encumber or deal with any right, obligation or interest under this Agreement without the prior written consent of the TfNSW and Council, such consent not to be unreasonably withheld or delayed.
- (b) Approval is reasonably withheld if:
 - (i) the proposed assignee, or person is not solvent and reputable and the assignment or encumbrance will materially adversely affect the obligations of the Developer or the Land Owner (as the case may be) and the rights of the TfNSW and Council; or
 - (ii) sufficient financial information about the proposed assignee, or person is not provided to TfNSW and Council so as to enable a reasonable assessment of the matters contained in clause 19.1(b)(i).

19.2 **Transfer Dealings**

- (a) Subject to clause 19.3, the Land Owner must not have any Transfer Dealings with the Land unless the proposed purchaser or other party (the "**Incoming Party**") enters into the Novation Deed.

- (b) Other than as set out in the Novation Deed once executed by the Council, the Developer, the Land Owner and the Incoming Party, the Developer and the Land Owner are released, from the date of the Novation Deed, from the obligations contained in this Agreement to the extent that they:

- (i) are novated to the Incoming Party, and
- (ii) remain to be performed.

19.3 Transfer of certain parts of the Land

The provisions of clauses 19.1 and 19.2 do not apply to the sale and transfer of:

- (a) a lot forming part of the Land that is less than 4 hectares in area; and
- (b) an Urban Lot.

20. Release and discharge

The Developer and the Land Owner will be released from their obligations under this Planning Agreement if:

- (a) the Amending LEP is declared invalid by a Court;
- (b) the Amending LEP does not commence within 12 months of the date in clause 3(a);
- (c) the Developer and the Land Owner have fulfilled each of their obligations under the Planning Agreement;
- (d) the Planning Agreement is terminated;
- (e) the Parties agree that the performance of the Planning Agreement has been frustrated by an event outside the control of the Parties; or
- (f) a lot is created on the registration of a Plan of Subdivision for the Land but only in relation to:
 - (i) an Urban Lot for low or medium density development;
 - (ii) Semi-Rural Lot
 - (iii) Service Lot; and
 - (iv) Super Lot.

21. Costs

The Parties agree to bear their own costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.

22. Entire Agreement

- (a) This Agreement contains everything to which the Parties have agreed in relation to the matters those documents deal with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.
- (b) Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Agreement.

23. Capacity of Parties

23.1 General

Each Party warrants to each other Party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

23.2 BD NSW (MR) Project O007 Unit Trust

The Land Owner represents and warrants that:

- (a) it is the sole trustee of the BD NSW (MR) Project O007 Unit Trust and no action has been taken to remove or replace it;
- (b) it is authorised under the trust deed of the BD NSW (MR) Project O007 Unit Trust to enter into this Agreement;
- (c) it is not in breach of the trust deed of the BD NSW (MR) Project O007 Unit Trust; and
- (d) it has the power under the deed constituting the BD NSW (MR) Project O007 Unit Trust to execute and perform its obligations under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the trust deed constituting the BD NSW (MR) Project O007 Unit Trust.

23.3 Redbank Unit Trust

Eric Nominees Australia Pty Ltd represents and warrants that:

- (a) it is the sole trustee of the Redbank Unit Trust and no action has been taken to remove or replace it;
- (b) it is authorised under the trust deed of the Redbank Unit Trust to enter into this Agreement;
- (c) it is not in breach of the trust deed of the Redbank Unit Trust;

- (d) it has the power under the deed constituting the Redbank Unit Trust to execute and perform its obligations under this deed and all necessary; and
- (e) action has been taken to authorise the execution and performance of this deed under the trust deed constituting the Redbank Unit Trust.

24. Liabilities as between the Parties

- (a) The Parties acknowledge and agree that:
 - (i) the Developer does not have any liability in respect of and to the extent of any breach of this Agreement by the Land Owner;
 - (ii) the Land Owner has no liability in respect of and to the extent of any breach of this Agreement by the Developer; and
 - (iii) any agreement, covenant, representation or warranty under this Agreement by the Developer and the Land Owner binds them severally.
- (b) The Council agrees that a Party who has no liability because of the operation of clause 24(a) may not without its written consent, be joined in any proceedings instituted by the Council against a defaulting Party.
- (c) The Parties acknowledge that any agreement, covenant, representation or warranty under this Agreement by the Developer binds the Parties constituting the Developer jointly and severally.

25. Further acts

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

26. Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its Courts and Courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those Courts on any basis.

27. No fetter

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

28. 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.

29. Waiver

- (a) 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 or exercise of a right of, or breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) A written waiver by a Party is only effective in relation to the particular obligation, right or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation, right or breach or as an implied waiver of that obligation, right or breach in relation to any other occasion.
- (d) A single or partial exercise or waiver by a Party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (e) A Party is not liable for any loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

30. GST

30.1 Construction

In this clause 30 unless otherwise stated or the context otherwise requires:

- (a) words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) "price" and "consideration" have their ordinary meaning and not the meaning in the GST Law; and
- (c) GST Law has the same meaning given to that expression in the GST Act.

30.2 Intention of the Parties

Without limiting the operation of this clause 30 as at the date of this Agreement, the Parties intend that:

- (a) Divisions 81 and 82 of the GST Act apply to the supplies made under and in connection with this Agreement;
- (b) no tax invoices will be exchanged between the Parties; and
- (c) no additional amount will be payable to a Supplier (as defined in clause 30.3(b) below) on account of GST.

30.3 Payment for GST

- (a) Unless otherwise stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.
- (b) If an entity (Supplier) makes a taxable supply under or in connection with this Agreement (Relevant Supply), then the Party required under the other provisions of this Agreement to provide the consideration for that Relevant Supply (Recipient) must pay an additional amount to the Supplier (GST Amount).
- (c) The recipient will pay the GST Amount in addition to and at the same time as the first part of the consideration is provided for the Relevant Supply.
- (d) The Supplier must deliver a tax invoice to the Recipient before the Supplier is entitled to payment of the GST Amount.

30.4 Reimbursements

Where a party is required under this Agreement to pay, indemnify or reimburse an expense, loss or outgoing of another party, the amount to be paid, indemnified or reimbursed by the first party will be the sum of:

- (a) the amount of the expense, loss or outgoing less any input tax credits in respect of the expense, loss or outgoing to which the other party, or to which the representative member of a GST group of which the other party is a member, is entitled; and
- (b) any additional amount payable under clause 30.3 in respect of that reimbursement.

30.5 No Merger

This clause 30 does not merge in the completion, discharge, rescission or termination of this document or on the transfer of any property supplied or to be supplied under this document.

31. Relationship of Parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties.

32. Further steps

Each Party must promptly do whatever any other Party reasonably requires of it to give effect to this document and to perform its obligations under it.

33. Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

34. Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

Schedule 1

Section 7.4 Requirement

Provision of the Act	The Agreement
Under Section 7.4(1), the Developer has:	
Sought a change to an environmental planning instrument.	Yes
Made, or proposes to make, a development application	Yes
Entered into an agreement with, or is otherwise associated with, a person to whom paragraph a. or b. applies.	No
Description of the land to which this Agreement applies – (Section 7.4(3)(a))	See clause 4.1
Description of the development to which this Agreement applies – (Section 7.4(3)(b)(i))	See clause 4.1
The scope, timing and manner of delivery of Development Contributions required by this Agreement – (Section 7.4(3)(c))	See Schedule 2
Applicability of Section 7.11 of the Act – (Section 93F(3)(d))	Section 7.11 is wholly excluded as it applies to the Land and the Development.
Applicability of Section 7.12 of the Act – (Section 93F(3)(d))	Section 7.12 is wholly excluded as it applies to the Land and the Development.
Applicability of Section 7.24 of the Act – (Section 93F(3)(d))	Section 7.24 is not excluded as it applies to the Land and the Development.
Applicability of Section 7.4(3)(e) of the Act	Not Applicable
Mechanism for Dispute Resolution – (Section 7.4(3)(f))	See clause 15
Enforcement of this Agreement – (Section 7.4(3)(g))	See clauses 6.5, 13, 16
Registration of this Agreement (Section 7.6)	Clause 13, 18
No obligation to grant consent or exercise functions – (Section 7.4(9))	See clause 18 and 27

Schedule 2

Development Contributions

DRAFT

IDENTIFYING INFORMATION ONLY	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date:	07/07/2014
By:	NORTH RICHMOND JOINT VENTURE – Revision Wb (to accompany VPA document Version 13b, 07/07/14).
Document:	VOLUNTARY PLANNING AGREEMENT (VPA) – SCHEDULE FOR COUNCIL & TfNSW & DEVELOPER/OWNER EXECUTION
Comment:	DRAFT VPA SCHEDULE – Updated to incorporate NRJV & HCC feedback 21/03, 25/03, 03/04, legal review points added 08/04, HCC review 10/04, minor changes 12/04, Council legal review 06/05, TfNSW review & m'up 16/08, HCC review & m'up 10/10, meeting between TfNSW, HCC & NRJV 11/10/13, TfNSW & HCC reviews received 02/12/13, offer revised by NRJV 06/12/13, meeting with HCC 10/12 & then TfNSW 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corro/adjust to 12/03/14, HCC final adjustments following Council resolution 01/07/14.

TABLE 1 – Works Contributions							
No #	Column 1 Contribution (description) & Location (Approximate)	Column 2 Timing	Column 3 Public Purpose	Column 4 Scope and Specifications	Column 5 Security (in addition to registration of this Agreement on the Title of the Land)	Column 6 Timing to provide Security	
Transport							
1.1.	<p>Intersection/ road upgrade to TfNSW in Infrastructure as per TMAP –</p> <p>PRIMARY – MONETARY CONTRIBUTION (MC) TO TfNSW</p> <p>Alternate – Deliver TMAP upgrade as Works In Kind (WIK) by Developer</p> <p>*A – Upgrade of Bells Line of Road/Grose Vale Road/Terrace Rd – SLD (Seniors Living Development) transferred as per TMAP,</p> <p>*B – Upgrade of Kurrajong Rd/Old Kurrajong Rd/Yarramundi Lane – short term as per TMAP,</p> <p>*C – Upgrade of Kurrajong Rd/Bosworth Street/March St – short term as per TMAP,</p> <p>*D - Upgrade of Bells Line of Road/ Grose Vale Road/Terrace Rd – medium term as per TMAP.</p>	<p>Refer to Annexure B & TMAP.</p> <p>All tasks through to completion of Monetary Contribution (MC) for or Construction (WIK) of road elements, A, B, C, & D, prior to the issue of Subdivision Certificate for the creation of the Buran Lots ('release') as below r such later date as agreed by the Parties –</p> <p>*A – PRIMARY – MC to TfNSW \$375,648 prior to 'release' of 121st Urban Lot, Alternate – WIK to release 461st Urban Lot,</p> <p>*B – PRIMARY – MC to TfNSW \$1,589,280 prior to 'release' of 121st Urban Lot, Alternate - WIK to release 461st Urban Lot,</p> <p>*C – PRIMARY – MC to TfNSW \$184,624 prior to 'release' of 121st Urban Lot, Alternate - WIK to release 461st Urban Lot,</p> <p>*D – PRIMARY – MC to TfNSW \$458,832 prior to 'release' of 461st Urban Lot, Alternate - WIK to release 1001st Urban Lot. (Only MC for D is subject to adjustment by Roads Cost index).</p> <p>TfNSW Decision Point 1 (DP-1) (July 2014) – TfNSW to advise Parties of TfNSW proceeding or not proceedings with Bells Line of Road (Short Term Works). If proceedings, PRIMARY – MC to apply as per above. If not proceedings, WIK to proceed on the identified intersections as per Column 1 and Column 4.</p> <p>TfNSW Decision Point 2 (March 2015) – Latest date that TfNSW can reverse TfNSW decision of not proceeding with Bells Line of Road (Short Term Works) at DP1 and received PRIMARY -MC (less Design and Approval costs to date). If decision is not reversed, Alternate WIK to proceed as per above.</p>	<p>Everyday public and private vehicular traffic management</p>	<p>See Annexure D</p> <p>*A –for Alternate – WIK only – upgrade of westbound egress and merge land – transferred from SLD, as per TMAP.</p> <p>*B – for Alternate – WIK only – short-term upgrades identified by TMAP,</p> <p>*C – for Alternate – WIK only – short-term upgrades identified by TMAP,</p> <p>*D – for Alternate – WIK only – extension of eastbound right turn bay by 50m in co-ordination with Grose River Bridge infrastructure operational at 1001st Urban Lot (Item 1.3), identified by TMAP.</p>	<p>Pre-Construction Performance Bond – NO additional Security Amount required as security arrangements to be provided as per agreed WAD.</p> <p>Post - Construction Defects Liability Period Bond – NO additional Security Amount required as security arrangements to be provided as per agreed WAD.</p> <p>NOTE: The provisions of Clause 16.1(b) apply</p>	<p>Pre-Construction Performance Bond – Timing as per WAD.</p> <p>Post Construction Defects Liability Period Bond – Timing as per WAD.</p> <p>NOTE: The provisions of Clause 16.1(b) apply</p>	
<p>Note 1.1 – 1: in the event of Alternate WIK being undertaken, detailed construction design of the relevant intersection and road upgrades only to commence once the required Approvals are obtained for the infrastructure from the Relevant Authority.</p> <p>Note 1.1 – 2: The TMAP identifies the delivery of infrastructure and Urban Lots settled or dwellings occupied. All timing triggers above for the relevant MC or WIK for intersection and road upgrades are based on the release of Urban Lots rather than dwellings occupied. Accordingly, in the event of Alternate WIK being undertaken, the delivery of the infrastructure is targeted for delivery approximately 6-24 months earlier than the TMAP requirement approved by TfNSW and Council.</p> <p>Note 1.1 – 3: In the event of Alternate WIK being undertaken, this element of infrastructure is required to have received Practical Completion in order to release the Subdivision Certificate which includes the 46st and 1001st Urban Lot as shown above.</p>							

1.2.	<p>New Proposed Bridge (Multispan) approach roads & intersections, for crossing of Grose River as shown in Annexure B and D.</p> <p>Preparation of –</p> <p>* Necessary investigations, studies and concept design of the Development Application.</p> <p>* Submission of the Development Application to the Relevant Authority for Development Approval (Milestone 1).</p> <p>*Subject to approval of the Development Application from the Relevant Authority, then preparation of the Construction Document, & submission to Relevant Authority (Milestone 2).</p> <p>*If cl 7.2(b) of this Agreement applies, then make the Monetary Contribution for this item to TfNSW</p>	Refer to Item 1.3 below	<p>All tasks required to reach Milestone 1 –</p> <p>- will be prepared and submitted to the Relevant Authority for Development Approval prior to the issue of a Subdivision Certificate for the creation of the 915th Urban Lot or such later date as agreed between the Parties.</p> <p>All tasks required to reach Milestone 2 –</p> <p>- will be prepared and submitted to the Relevant Authority for Construction Certificate prior to the issue of a Subdivision Certificate for the creation of the 979th Urban Lot or such later date as agreed between the Parties.</p>	Everyday public and private vehicular traffic management	<p>See Annexure B and D</p> <p>Milestone 1</p> <p>Preparation and lodgement of-</p> <p>* Concept Design, *REF, *Development Application, - to a suitable standard necessary to be assessed for Development Approval of the multispan bridge and approaches, generally as identified in diagrams in Annexure B and D.</p> <p>Milestone 2</p> <p>Preparation and lodgement of-</p> <p>*Detailed design,</p> <p>- to a suitable standard necessary to be assessed for Construction Documentation Approval of the multispan bridge and approaches, generally as identified in the diagrams in Annexure B and D</p>	<p>Pre-Construction Performance Bond – documentation only, therefore NO additional Security Amount required.</p> <p>Post - Construction Defects Liability Period Bond – documentation only, therefore NO additional Security Amount required.</p>	<p>Pre-Construction Performance Bond – documentation only, therefore timing not required.</p> <p>Post Construction Defects Liability Period Bond – documentation only, therefore timing not required.</p>
Note 1.2 – 1: Completion of Milestone 1 is required in order to release the Subdivision Certificate which includes the 915th Urban Lot as shown above. Achieved.							
Note 1.2 – 2: Completion of Milestone 2 is required in order to release the Subdivision Certificate which includes the 979th Urban Lot as show							

IDENTIFYING INFORMATION ONLY	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date:	07/07/2014
By:	NORTH RICHMOND JOINT VENTURE – Revision Wb (to accompany VPA document Version 13b, 07/07/14).
Document:	VOLUNTARY PLANNING AGREEMENT (VPA) – SCHEDULE FOR COUNCIL & TfNSW & DEVELOPER/OWNER EXECUTION
Comment:	DRAFT VPA SCHEDULE – Updated to incorporate NRJV & HCC feedback 21/03, 25/03, 03/04, legal review points added 08/04, HCC review 10/04, minor changes 12/04, Council legal review 06/05, TfNSW review & m'up 16/08, HCC review & m'up 10/10, meeting between TfNSW, HCC & NRJV 11/10/13, TfNSW & HCC reviews received 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then TfNSW 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corro/adjust to 12/03/14, HCC final adjustments following Council resolution 01/07/14, Deed of Variation 1 all signed 30/5/18, Deed of Variation 2 all signed 16/03/20, Deed of Variation 3 all signed 16/3/20, Deed of Variation 4 all signed 16/3/20

TABLE 1 – Works Contributions							
No #	Column 1 Contribution (description) & Location (Approximate)	Column 2 Timing	Column 3 Public Purpose	Column 4 Scope and Specifications	Column 5 Security (in addition to registration of this Agreement on the Title of the Land)	Column 6 Timing to provide Security	
Transport - CONTINUED							
1.3.	In accordance with the provisions of Clause 7 of the Agreement and subject to the conditions of a Development Approval, either – (a) Construct the New Proposed Bridge (Multispan) crossing of the Grose River at the location shown in Annexure B and described in Annexure D, including the road approaches shown in Annexure B and described in Annexure D, and New Road/Springwood Rd Intersection. or (b) Pay the Monetary Contribution for the New Proposed Bridge (Multispan) up to the Capped Amount less Reasonable Costs.	Refer to Annexure B	If (a) is to occur in accordance with this agreement (see Part 7 of this Agreement) , Practical Completion of the Works is to occur prior to the issue of a Subdivision Certificate for the creation of the 1,1214th Urban Lot or such later date as agreed by the Parties If (b) is to occur in accordance with this agreement (see Part 7 of this Agreement), payment of the Monetary Contribution will be made by the Developer to TfNSW to be used for alternate works at the discretion of the TfNSW within the Richmond and North Richmond area to relieve congestion along the Bells Line of Road and local roads within this area. The value of the Monetary Contribution, will be the value up to the Capped Amount, LESS the Reasonable Costs in undertaking investigations, design works, obtaining planning approvals and any other licence or authorities required, construction costs (including any contingencies), service utility adjustments, remediation of contamination for the New Proposed Bridge (Multispan) and Previous Proposed Bridge (Multispan) (subject to Road Construction and Maintenance Price Index Road Cost Index increases in accordance with clause 7.7(e)).	Everyday public and private vehicular traffic management.	See Annexure B and D. The design of the approach roads to the new proposed bridge are to be in accordance with Austroads Guide to Road design and Council engineering requirements (at time of Development Application) and include where necessary on road bicycle land and traffic calming measures. The design of the new Springwood Rd intersection to be in accordance with Austroads Guide to Road Design and TfNSW supplements (at time of Development Application). Such work to be completed prior to the opening of the bridge to traffic. All necessary supporting technical documents through to completion of construction package.	Pre-Construction Performance Bond – Bank Guarantee for 50% of the bridge and approaches construction cost as per TMAP, and updated by agreed costs with TfNSW (Nov 2013). Post Construction Defects Liability Period Bond – 2.5% of Construction Value for (a) only, not required for (b).	Pre-Construction Performance bond – Prior to issue of the relevant Subdivision Certificate for 1214th Urban Lot. Post Construction Defects Liability Period Bond – prior to construction commencement for (a) only, not required for (b).

			These funds will be paid progressively as per Clause 7.4 of this Agreement. If agreement not reached, determined under Clause 15				
Note 1.3 – 1: If 1.3(a) applies, this element of infrastructure is required have received Practical Completion in order to release Subdivision Certificate which includes the 1214th Urban Lot as shown above.							
1.4.	Construction of infrastructure for 15 bus stops on the collector road system on the Land.	The exact location of the bus stops are subject to final Masterplan approval by Council for the Development and any subsequent Development approvals for the relevant stage of the Development.	Practical Completion of the Works is to occur prior to the issue of a Subdivision Certificate for a stage of the Development that either includes a bus stop or such later date as agreed by the Parties	Everyday public transport access.	Setdown/pick up bay if required, footpath adjustments, signage and concrete slab to receive future bus shelter. See Annexure D.	Pre-Construction Performance Bond – NO additional Security Amount required. Post Construction Defects Liability Period Bond – 2.5% of Construction Value of works.	Pre-Construction Performance Bond – Timing not required. Post Construction Defects Liability Period Bond – prior to construction commencement.

IDENTIFYING INFORMATION ONLY	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date:	07/07/2014
By:	NORTH RICHMOND JOINT VENTURE – Revision Wb (to accompany VPA document Version 13b, 07/07/14).
Document:	VOLUNTARY PLANNING AGREEMENT (VPA) – SCHEDULE FOR COUNCIL & TfNSW & DEVELOPER/OWNER EXECUTION
Comment:	DRAFT VPA SCHEDULE – Updated to incorporate NRJV & HCC feedback 21/03, 25/03, 03/04, legal review points added 08/04, HCC review 10/04, minor changes 12/04, Council legal review 06/05, TfNSW review & m'up 16/08, HCC review & m'up 10/10, meeting between TfNSW, HCC & NRJV 11/10/13, TfNSW & HCC reviews received 02/12/13, offer revised by NRJV 06/12/13, meeting with HCC 10/12 & then TfNSW 19/12, HCC & NRJV final legal reviews prior re-exhibit to 03/03/14, HCC & NRJV minor corro/adjust to 12/03/14, HCC final adjustments following Council resolution 01/07/14.

TABLE 1 – Works Contributions							
No #	Column 1 Contribution (description) & Location (Approximate)	Column 2 Timing	Column 3 Public Purpose	Column 4 Scope and Specifications	Column 5 Security (in addition to registration of this Agreement on the Title of the Land) Amount of Security	Column 6 Timing to provide Security	
Transport - CONTINUED							
1.5. (a)	Construction of 15 bus shelters (one at each designated bus stop) on the collector road system on the Land	See Item 1.4.	Practical Completion of the Works is to occur no more than 2 years after the issue of the first Subdivision Certificate for a stage of the Development that includes a bus stop or such alter date as agreed by the Parties.	Everyday public transport access.	Bus shelter to meet size, type and visual appearance as agreed between the Parties. See Annexure D.	Bank Guarantee for the Security Amount being the total cost of the bus shelters on a road contained within a subdivision certificate, as calculated by a quantity surveyor appointed by the Developer or by a suitable contractor's quotation received by the Developer.	For each bus shelter, prior to issue of the Subdivision Certificate for first stage or sub stage that includes a section of collector road and bus stops/s.
1.5b	Construction of 1.2km, route to be confirmed of concrete shared cycleway/pedestrian footpath to integrate with the proposed works (Item 1.7) at Peel Park.	Refer to Annexure B.	Practical Completion of the Works is to occur prior to the issue of a Subdivision Certificate for the creation of the 461 st Urban Lot or such later date as agreed by the Parties.	Everyday public transport use.	Everyday public transport use.	Pre-Construction Performance Bond – NO Additional Security Amount required. Post Construction Defects Liability Period Bond – NO additional Security Amount required.	Pre-Construction Performance Bond – timing not required. Post Construction Defects Liability Period Bond – timing not required.
Note 1.5b – 1: This element of infrastructure is required have received Practical Completion in order to release Subdivision Certificate which includes the 461 st Urban Lot as shown above.							
Community Facilities							
1.6. (a)	In accordance with the provisions of Clause 7 of the Agreement, subject to the conditions of a Development Approval – Construction a New multipurpose community centre of not less than 500m2 gross floor area including: -	Refer to Annexure B	If (a) selected Council and the Developer will at their discretion determine the proposed location of the new multipurpose community facility along with a draft design brief, no later than the issue of the relevant Subdivision Certificate for the 181 st Urban Lot, or such later date as agreed by the Parties.	Community centre for Community Use	General Specification (See Annexure D) & Specification for Medium finishes type Community Recreation Centre, Medium Standard as per Rawlinsons	Pre-Construction Performance Bond – Bank Guarantee for full amount of Estimated Community Center costs.	Pre-Construction Performance Bond – Prior to issue of the relevant Subdivision

<ul style="list-style-type: none"> - site works - kitchen - toilets - heritage Interpretation area; - office - building perimeter landscaping - fit out and - air conditioning - car parking - utilities connection and external lighting. <p>Or</p> <p>(b) Monetary contribution of an equivalent value (building and land), in accordance with Clause 7.3</p>			<p>The Development Application for the Multipurpose Community Centre will be lodged no later than the issue of the relevant Subdivision Certificate for the 321st Urban Lot, or such later date as agreed by the Parties.</p> <p>Practical Completion for the Works is to occur prior to the issue of a Subdivision Certificate including the 601st Urban Lot, or such later date as agreed by the Parties.</p> <p>If (b) selected, the agreed estimated Multipurpose Community Centre and land costs to be paid prior to the release of the 601st Urban Lot.</p>		<p>Australian Construction handbook 2012.</p> <p>If a 500m2 facility is not achieved, then the difference in cost between a 500m2 facility and the actual gross floor area achieved, to be applied with the addition or upgrading of specific elements within the proposed community centre, to a comparable value, to be proposed by Developer, and agreed between Council and developer.</p>	<p>Post Construction Defects Liability Period Bond – 5% of Construction Value of works.</p>	<p>Certificate for the 601st Urban Lot.</p> <p>Post Construction Defects Liability Period Bond – prior to construction commencement for (a) only, not required for (b).</p>
<p>Note 1.6a -1: This element of infrastructure is required to have received Practical Completion in order to release the Subdivision Certificate which includes 601st Urban Lot as shown above.</p>							

IDENTIFYING INFORMATION ONLY	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date:	07/07/2014
By:	NORTH RICHMOND JOINT VENTURE – Revision Wb (to accompany VPA document Version 13b, 07/07/14).
Document:	VOLUNTARY PLANNING AGREEMENT (VPA) – SCHEDULE FOR COUNCIL & TfNSW & DEVELOPER/OWNER EXECUTION
Comment:	DRAFT VPA SCHEDULE – Updated to incorporate NRJV & HCC feedback 21/03, 25/03, 03/04, legal review points added 08/04, HCC review 10/04, minor changes 12/04, Council legal review 06/05, TfNSW review & m'up 16/08, HCC review & m'up 10/10, meeting between TfNSW, HCC & NRJV 11/10/13, TfNSW & HCC reviews received 02/12/13, offer revised by NRJV 06/12/13, meeting with HCC 10/12 & then TfNSW 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corro/adjust to 12/03/14, HCC final adjustments following Council resolution 01/07/14.

TABLE 1 – Works Contributions							
No #	Column 1 Contribution (description) & Location (Approximate)		Column 2 Timing	Column 3 Public Purpose	Column 4 Scope and Specifications	Column 5 Security (in addition to registration of this Agreement on the Title of the Land)	Column 6 Timing to provide Security
Child Care Facilities							
1.6 (b)	In accordance with the provisions of Clause 9 of the Agreement, subject to the conditions of a Development Approval – The Developer will identify in both a DA and CC a portion of land which will then be established with bulk earthworks, utilities extension/ connection points and perimeter landscape to enable the future construction of a Child Care Centre.	Refer to Annexure B.	Practical Completion of the land to receive a future Child Care Centre is to occur prior to the issue of a Subdivision Certificate including the 601 st Urban Lot, or such later date as agreed by the Parties.	Landform and utilities to enable a future establishment of a child care centre.	Civil/landscape design, approval & construction/installation of landform, utilities and surrounding landscape as agreed by the Parties. See Annexure D.	Pre-Construction Performance Bond – NO additional Security Amount required. Post Construction Defects Liability Period Bond – NO additional Security Amount required.	Pre-Construction Performance Bond – timing not required. Post Construction Defects Liability Period Bond – timing not required.
Note 1.6b-1: This element of infrastructure is required to have received Practical Completion in order to release the Subdivision Certificate which includes 601 st Urban Lot as shown above.							

IDENTIFYING INFORMATION ONLY	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date:	07/07/2014
By:	NORTH RICHMOND JOINT VENTURE – Revision Wb (to accompany VPA document Version 13b, 07/07/14).
Document:	VOLUNTARY PLANNING AGREEMENT (VPA) – SCHEDULE FOR COUNCIL & TfNSW & DEVELOPER/OWNER EXECUTION
Comment:	DRAFT VPA SCHEDULE – Updated to incorporate NRJV & HCC feedback 21/03, 25/03, 03/04, legal review points added 08/04, HCC review 10/04, minor changes 12/04, Council legal review 06/05, TfNSW review & m'up 16/08, HCC review & m'up 10/10, meeting between TfNSW, HCC & NRJV 11/10/13, TfNSW & HCC reviews received 02/12/13, offer revised by NRJV 06/12/13, meeting with HCC 10/12 & then TfNSW 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corro/adjust to 12/03/14, HCC final adjustments following Council resolution 01/07/14.

TABLE 1 – Works Contributions							
No #	Column 1 Contribution (description) & Location (Approximate)		Column 2 Timing	Column 3 Public Purpose	Column 4 Scope and Specifications	Column 5 Security (in addition to registration of this Agreement on the Title of the Land)	Column 6 Timing to provide Security
Open Space & Drainage							
1.7.	Facility improvements to Peel Park (9.31 hectares) to include – Details of these elements to be guided by the HCC Planning and Design guidelines, Stage 2 of the Regional Open Space Strategy, and as proposed during Masterplan/DCP process. OUTDOOR SPORTS – Regional of the Regional Open Space Strategy, as per HCC Planning and Design Guidelines (2(a)).	Refer to Annexure B.	Council and the Developer will at their discretion determine the brief for the preparation of a plan of management and masterplan, no later than the issue of the relevant Subdivision Certificate for the 181 st Urban Lot. The prepared draft plan of management and masterplan for Peel Park will be lodged with Council for approval, no later than the issue of the relevant Subdivision Certificate for the 321 st Urban Lot. Practical Completion of the Works it to occur prior to the issue of a Subdivision Certificate including the 915 th Urban Lot as shown below or such later date as agreed by the Parties.	Improvement to Local open space /recreation facilities.	Civil/landscape design, approval & construction/installation of embellishment as agreed by the Parties. See Annexure D. Improvements to include, subject to item footprint and available space – 1. Off Street parking, 2. Training spaces, 3. Field area in adjustable configuration for summer and winter codes (Two winter codes as a minimum), 4. Sports amenity building, 5. Multi use sports courts, 6. Park shelters and pathways, 7. Dog off leash area, 8. Fitness trail, 9. Appropriate Lighting to Training Spaces to Aust Std, 10. Irrigation to Training Spaces using Potable Water, 11. Fixed Fencing to Field Area. Improvements to include as standard – 12. Passive recreation and open space for kickabout/carnival space, 13. Connection to district cycleway, 14. Minor path link to site & bushland areas. Supply of services/Infrastructure needs to be of sufficient capacity to service the playing fields and meet contemporary standards for regional open space as agreed between the relevant parties.	Pre-Construction Performance Bond – NO additional Security Amount required. Post Construction Defects Liability Period Bond – 2.5% of Construction Value of works, lodged in five equal bonds of 0.5%.	Pre-Construction Performance Bond – timing not required. Post Construction Defects Liability Period Bond –to be defined with each Development Approval for a stage.
Note 1.7 – 1: This element of infrastructure is required have received Practical Completion in order to release Subdivision Certificate which includes the 901 st Urban Lot as shown above.							
1.8.	Open space/drainage area and works as identified by CMP, concept/detailed design, establishment, infrastructure provision, including all required drainage works and structures (to be defined in the relevant Development Approvals) & revegetation across the following categories, with final area footprint/detail defined by Masterplan/DA Approval -	Refer to Annexure B.	Practical Completion of the Works is to occur prior to the issue of the first Subdivision Certificate which includes an area of open space.	Improvement to proposed Local open space. Improvement of urban stormwater quality and clarity. Minimise ongoing impact from development of Redbank Creek.	To generally include: (a) Civil landscape design, approval and installation of embellishment works as agreed between the Parties and if not agreed as determined under clause 14; and (b) in accordance with Annexure D. Proposed works to be in accordance with contemporary urban design principles for urban land releases. To more specifically include those items identified for each subcategory below.	Pre-Construction Performance Bond – For Items 1.8(a) to (e) inclusive, NO additional Security Amount required. Post Construction Defects Liability Period Bond – For Items 1.8(a) to (e) inclusive, 2.5% of Construction Value of works, lodged in five equal bonds of 0.5%, to enable Item 2.1 security. 12 month defects liability period to apply with bonds to be released back to Developer after this period, with 5 year maintenance period to apply from Practical Completion see Item 2.1.	Pre-Construction Performance Bond – timing not required. Post Construction Defects Liability Period Bond – timing to be defined with each Development Approval for a stage.
1.8 (a).	Active Recreation See Peel Park Item 1.7	See Peel Park Item 1.7	See Peel Park Item 1.7	See Peel Park Item 1.7	See Peel Park Item 1.7	See Peel Park Item 1.7	See Peel Park Item 1.7

IDENTIFYING INFORMATION ONLY	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date:	07/07/2014
By:	NORTH RICHMOND JOINT VENTURE – Revision Wb (to accompany VPA document Version 13b, 07/07/14).
Document:	VOLUNTARY PLANNING AGREEMENT (VPA) – SCHEDULE FOR COUNCIL & TFNSW & DEVELOPER/OWNER EXECUTION
Comment:	DRAFT VPA SCHEDULE – Updated to incorporate NRJV & HCC feedback 21/03, 25/03, 03/04, legal review points added 08/04, HCC review 10/04, minor changes 12/04, Council legal review 06/05, TFNSW review & m'up 16/08, HCC review & m'up 10/10, meeting between TFNSW, HCC & NRJV 11/10/13, TFNSW & HCC reviews received 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then TFNSW 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corro/adjust to 12/03/14, HCC final adjustments following Council resolution 01/07/14.

TABLE 1 – Works Contributions							
No #	Column 1 Contribution (description) & Location (Approximate)		Column 2 Timing	Column 3 Public Purpose	Column 4 Scope and Specifications	Column 5 Security (in addition to registration of this Agreement on the Title of the Land)	Column 6 Timing to provide Security
Open Space & Drainage - CONTINUED							
1.8(b)-1	Passive Recreation PASSIVE PARKLANDS – District, as per HCC Planning and Design Guidelines (1(b)).	As above (See 1.8)	As above (See 1.8)	As above (See 1.8)	As above (See 1.8). Passive Recreation district level embellishment to include the following subject to item footprint and available space: 1. Designated off street cycleway, 2. Picnic area framed by plantings, bushland and inclusions of shelters, 3. Amenities building including toilets and may include a kiosk, Improvements to include as standard- 4. Formalised play/breakout space for youth space 5. Open space for kickabout activities, 6. Border cycleway with interconnecting paths, 7. Entry road and setting including drop off and designated off street parking. All to be defined in the relevant Development Application and Approval, for this new infrastructure within this open space.	As above (See 1.8)	As above (See 1.8)
1.8(b)-1	Passive Recreation PASSIVE PARKLANDS – District, as per HCC Planning and Design Guidelines (1(c)).	As above (See 1.8)	As above (See 1.8)	As above (See 1.8)	As above (See 1.8). Passive Recreation district level embellishment to include the following subject to item footprint and available space: 1. On Street parking, 2. Picnic area, Improvements to include as standard- 3. Open space for kickabout activities, 4. Connection to District Cycleway, 5. Minor paths linking bushland areas. All to be defined in the relevant Development Application and Approval, for this new infrastructure within this open space.	As above (See 1.8)	As above (See 1.8)

IDENTIFYING INFORMATION ONLY	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date:	07/07/2014
By:	NORTH RICHMOND JOINT VENTURE – Revision Wb (to accompany VPA document Version 13b, 07/07/14).
Document:	VOLUNTARY PLANNING AGREEMENT (VPA) – SCHEDULE FOR COUNCIL & TFNSW & DEVELOPER/OWNER EXECUTION
Comment:	DRAFT VPA SCHEDULE – Updated to incorporate NRJV & HCC feedback 21/03, 25/03, 03/04, legal review points added 08/04, HCC review 10/04, minor changes 12/04, Council legal review 06/05, TFNSW review & m'up 16/08, HCC review & m'up 10/10, meeting between TFNSW, HCC & NRJV 11/10/13, TFNSW & HCC reviews received 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then TFNSW 19/12, HCC & NRJV final legal reviews prior re-exhibit to 03/03/14, HCC & NRJV minor corro/adjust to 12/03/14, HCC final adjustments following Council resolution 01/07/14.

TABLE 1 – Works Contributions							
No #	Column 1 Contribution (description) & Location (Approximate)		Column 2 Timing	Column 3 Public Purpose	Column 4 Scope and Specifications	Column 5 Security (in addition to registration of this Agreement on the Title of the Land)	Column 6 Timing to provide Security
Open Space & Drainage - CONTINUED							
1.8(c)	Revegetation NATURAL & CULTURAL HERITAGE – Regional, as per HCC Planning and Design Guidelines	As above (See 1.8)	As above (See 1.8)	As above (See 1.8)	As above (See 1.8). Revegetation area district level works to include the following: 1. Border cycleway, 2. Bushland entry settings, setting shade, thematic play and public art. 3. Shelters with interpretation maps/signage, 4. Main circuit path with links to other sites, 5. Minor bush paths, 6. Directional signage and interpretative panels, 7. Removal and prevention of noxious and environmental weeds. All to be defined in the relevant Development Application and Approval, for this new infrastructure within this open space.	As above (See 1.8)	As above (See 1.8)
1.8(d)	Connectivity NATURAL & CULTURAL HERITAGE – Regional, as per HCC Planning and Design Guidelines	As above (See 1.8)	As above (See 1.8)	As above (See 1.8)	As above (See 1.8). Connectivity area district level works to include the following: 1. Connection walks and cycleway, 2. Creek corridor, upgrade riparian vegetation management where viable, 3. Removal and prevention of noxious and environmental weeds, 4. Directional signage. All to be defined in the relevant Development Application and Approval, for this new infrastructure within this open space.	As above (See 1.8)	As above (See 1.8)
1.8(e)	Conservation (CPW) NATURAL & CULTURAL HERITAGE – Regional, as per HCC Planning and Design Guidelines	As above (See 1.8)	As above (See 1.8)	As above (See 1.8)	As above (See 1.8). Conservation area district level works to include the following: 1. Border cycleway, 2. Directional signage and interpretative panels, 3. Vegetation Management as per CPV/and RFEF Recovery Plan. All to be defined in the relevant Development Application and Approval, for this new infrastructure within this open space.	As above (See 1.8)	As above (See 1.8)

IDENTIFYING INFORMATION ONLY	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date:	07/07/2014
By:	NORTH RICHMOND JOINT VENTURE – Revision Wb (to accompany VPA document Version 13b, 07/07/14).
Document:	VOLUNTARY PLANNING AGREEMENT (VPA) – SCHEDULE FOR COUNCIL & TFNSW & DEVELOPER/OWNER EXECUTION
Comment:	DRAFT VPA SCHEDULE – Updated to incorporate NRJV & HCC feedback 21/03, 25/03, 03/04, legal review points added 08/04, HCC review 10/04, minor changes 12/04, Council legal review 06/05, TFNSW review & m'up 16/08, HCC review & m'up 10/10, meeting between TFNSW, HCC & NRJV 11/10/13, TFNSW & HCC reviews received 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then TFNSW 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corro/adjust to 12/03/14, HCC final adjustments following Council resolution 01/07/14.

TABLE 2- Maintenance Works Contributions							
No #	Column 1 Contribution (description) & Location (Approximate)	Column 2 Timing	Column 3 Public Purpose	Column 4 Scope and Specifications	Column 5 Security (in addition to registration of this Agreement on the Title of the Land)	Column 6 Amount of Security	Column 6 Timing to provide Security
Open Space & Drainage							
2.1.	General Maintenance of all Open Space areas with purposes as identified in Table 1, Item 1.8(a) - (e) inclusive.	Refer to Annexure B.	For each identified Open Space area within the approved Redbank Masterplan, maintenance works to the open space 5 years after the relevant Practical Completion/Dedication.	Local open space Maintenance Specification – no lesser standard than Council's general maintenance standard across the Council's area of operations applicable at the date of Registration of this Agreement. WSUD maintenance schedule to be developed to include measures to maintain water quality objectives, as routine and corrective maintenance. WSUD elements include drainage pipe network, engineered structures, vegetation management, sediment management. Vegetation Management as per CPW and RFEF Recovery Plan. See Annexure D.	Defects Liability Period Bonds already lodged to value of 2.5% of Construction Value in five equal parts of 0.5% from Item 1.7 & 1.8, to be held past end of defects liability period (12 months) and then each 0.5% bond to be released progressively upon anniversary and at practical completion.		Already lodged with Item 1.7 and 1.8.

TABLE 3 – Transfer of Lands							
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 6	Column 6
Contribution (description) & Location (Approximate)	Timing	Public Purpose	Scope and Specifications	Security (in addition to registration of this Agreement on the Title of the Land)	Amount of Security	Timing to provide Security	
Community Facility							
3.1.	After the Developer constructs the Community Centre in accordance with item 1.6(a) of Table 1 and Clause 6, the Developer must dedicate the Community Centre Land which is located within the Land. The total area is to comprise and area of not less than 1000 square metres.	Refer to Annexure B.	180 Business Days after Practical Completion of the relevant Works at Item 1.6(a) in Table 1.	Community meeting space/services.	Dedication of land including all arrangement for survey, utilities connection, legal and registration.	Compulsory Acquisition Arrangements.	See Clause 15.5
Open Space and Drainage							
3.2.	Dedication of those parts of the Land upon which the relevant drainage and open space land is to be created within as identified in Table 1 Item 1.8(a) – (e) inclusive.	Refer to Annexure B.	180 Business Days after Practical Completion of the relevant Works at in Table 1, Item 1.8.	Multiple concurrent use of open space lands (see purposes in Item Table 1, 1.8(a) to (e) for trunk drainage, onsite stormwater detention, water quality/clarity and riparian corridor	Dedication of land including all arrangement of survey, legal and registration.	Compulsory Acquisition Arrangements.	See Clause 15.5

IDENTIFYING INFORMATION ONLY	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date:	07/07/2014
By:	NORTH RICHMOND JOINT VENTURE – Revision Wb (to accompany VPA document Version 13b, 07/07/14).
Document:	VOLUNTARY PLANNING AGREEMENT (VPA) – SCHEDULE FOR COUNCIL & TFNSW & DEVELOPER/OWNER EXECUTION
Comment:	DRAFT VPA SCHEDULE – Updated to incorporate NRJV & HCC feedback 21/03, 25/03, 03/04, legal review points added 08/04, HCC review 10/04, minor changes 12/04, Council legal review 06/05, TFNSW review & m'up 16/08, HCC review & m'up 10/10, meeting between TFNSW, HCC & NRJV 11/10/13, TFNSW & HCC reviews received 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then TFNSW 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corro/adjust to 12/03/14, HCC final adjustments following Council resolution 01/07/14.

TABLE 4 - Funding							
No #	Column 1 Contribution (description) & Location (Approximate)	Column 2 Timing	Column 3 Public Purpose	Column 4 Scope and Specifications	Column 5 Security (in addition to registration of this Agreement on the Title of the Land)	Column 6 Amount of Security	Column 6 Timing to provide Security
Community Services							
4.1.	Employment of person by Developer to undertake the new role of a place making manager to deliver place making programs at the developers expense and in consultation with Council	N/A	To commence after occupation of the first Urban Lot for a period of 5 Years.	Community establishment and place making in conjunction, where appropriate, with Council staff and programs provided by Council for the greater Hawkesbury community. Council and Developer to form working group following Rezoning (Gazettal) to determine position description of Place Making Manager and specific details of the priorities and tasks (project plan) of this position, as well as receive reports on delivery status, twice yearly. Employment period to commence no later than the occupation of the first urban lot. The Developer will employ the place making manager directly and fund all the rental, occupancy, utility, communications, management and administration costs required support the position.		NO addition Security required for Contribution activities	Timing not required.
4.2.	Developer to assist and ensure a third party being an approved childcare operator, can construct and establish a childcare centre within the Redbank Development, on the land established with Item 1.6(b)	N/A	Practical completion and full opening of a new childcare centre prior to the issue of subdivision certificate including the 901 st urban lot or such later date as agreed by the parties.	Community establishment and place making in conjunction, where appropriate, with Council staff and programs provided by Council for the greater Hawkesbury community.	N/A	No additional security required for contribution activities.	Timing not required.
4.3.	Contribution of resident information packages to all first purchasers of lots	N/A	Progressively with the sale of Urban Lots	Community establishment and place making in conjunction, where appropriate, with Council staff and programs provided by Council for the greater Hawkesbury community.	N/A	NO addition Security required for Contribution activities	Timing not required.
4.4.	Monetary Contribution to Council by way of reimbursement of all fees paid to subconsultants by DP&I on Council's behalf for peer review of Redbank reports prior to exhibition; being TMAP, CMP, and/or preparation of compiling planning property to proceed on exhibition.	N/A	On the Commencement Date	Support the application of ongoing Council resources to delivery of Redbank Project.	N/A	NO addition Security required for Contribution activities	Timing not required.

4.5.	Monetary Contribution to Council of \$100 per Lot for ongoing administration of this Planning Agreement.	N/A	For relevant Urban Lots in a Stage, prior to issue of the relevant Subdivision Certificate.	Support the application of ongoing Council resources to delivery of Redbank project.	N/A	NO addition Security required for Contribution activities	Timing not required.
------	--	-----	---	--	-----	---	----------------------

DRAFT

Schedule 3

Bank Guarantees for New Proposed Bridge (Multispan) and Road Approaches

North Richmond VPA Bank Guarantee/Releases/s & Monetary Contributions 07/07/14 VPA Rev 13b & VPA Scheduled Rev Wk		Scenario 1 Bridge Approved – Works in Kind – Build New Multispan Bridge & Approaches					Scenario 2 & 3 – No Bridge Approval – Monetary Contribution – Payments to Relevant Authority						
		Funds expended/Guarantees lodged		Guarantees returned to developer		Value of Design and Approvals & Security Held	Scenario 2 – NO BRIDGE Decision at DA				Scenario 3 – NO BRIDGE Decision at CC		
Milestone	Value (\$)	Prior to the release of Lot ### -	Cost of Design & Approvals – Guarantees	% of Guarantees lodged	Separate bank guarantees being released (in red)		Prior to the release of Lot ### -	Cost -Fees – Guarantees Lodged & Guarantees being released (in red)	Monetary Contributions to HCC/TFNSW	Value of Design & Approvals/ Security held & Monetary Contribution	Cost -Fees – Guarantees Lodged & Guarantees being released (in red)	Monetary Contributions to HCC/TFNSW	Value of Design & Approvals/ Security held & Monetary Contribution
Cost of Bridge & Approaches for Monetary Contribution as agreed to by TINSW 6/11/13. Indexed to Road Construction and Maintenance Price Index			\$23,825,000					\$23,825,000			\$23,825,000		
Costs & Fees (RED, Conc. Design, Development Approval) to prepare/submit Development Application & gain Approval – CURRENT ESTIMATE		121	\$740,000			\$740,000	121	\$740,000		\$740,000	\$740,000		\$740,000
Decision whether or not to approve new multispan bridge		915				\$740,000	915			\$740,000			\$740,000
Prior to Bridge Commencement	50% Bank Guarantee (made up of 6 separate bank guarantees – see below)	979	\$11,912,500			\$12,652,500	979	\$11,912,500	\$11,172,500	\$23,825,000	\$11,912,500		\$12,652,500
Costs & Fees (Det. Design & CC Approval) to prepare/submit Construction Documentation & gain approval – CURRENT ESTIMATE		979	\$810,000			\$13,462,500	979			\$23,825,000	\$810,000	\$10,362,500	\$23,825,000
				Swap of bank guarantees (due to reqd \$ values) will occur here if Scenario 3 NO bridge decision at CC prevails							Swap Bank Guarantee value breakup here		
Bank Guarantee 1	Site Establishment & In-Ground Works			-5.0%	(\$595,625)	\$12,866,875	995	(\$1,985,417)	\$1,985,417	\$23,825,000	(\$1,985,417)	\$1,985,417	\$23,825,000
Bank Guarantee 2	Columns Complete to Headers			-20.0%	(\$2,382,500)	\$10,484,375	1075	(\$1,985,417)	\$1,985,417	\$23,825,000	(\$1,985,417)	\$1,985,417	\$23,825,000
Bank Guarantee 3	Bridge Deck Elements Fully Installed			-20.0%	(\$2,382,500)	\$8,101,875	1155	(\$1,985,417)	\$1,985,417	\$23,825,000	(\$1,985,417)	\$1,985,417	\$23,825,000
Bank Guarantee 4	Approach Road Works			-35.5%	(\$4,169,375)	\$3,932,500	1235	(\$1,985,417)	\$1,985,417	\$23,825,000	(\$1,985,417)	\$1,985,417	\$23,825,000
Bank Guarantee 5	Practical Completion Bridge & Approach Roads			-17.5%	(\$2,084,688)	\$1,847,813	1315	(\$1,985,417)	\$1,985,417	\$23,825,000	(\$1,985,417)	\$1,985,417	\$23,825,000
Bank Guarantee 6	Defects Liability Period			-2.5%	(\$297,813)	\$1,550,000	1399	(\$1,985,417)	\$1,985,417	\$23,825,000	(\$1,985,417)	\$1,985,417	\$23,825,000
						This is the value of the cost of design & Approval which is expended can not be recouped or released	SubTotal	\$740,000	\$23,085,000	\$23,825,000	\$1,550,000	\$22,275,000	\$23,825,000

This \$ value of the first monetary contribution is varied depending upon the timing of a NO decision, and the Reasonable Costs to date.

Ongoing 6 payments and bank guarantee release is the same amount

				Total		BRIDGE DELIVERED	Total	\$23,825,000	ok	\$23,825,000	ok
								All bonds and monetary contribution completed		All bonds and monetary contribution completed	
				-100.0%	(\$11,912,500)						

Note -	
<p>The Bank Guarantees comprises a total value of \$11,912,500, which is the same for all three scenarios. These significant Bank Guarantees in addition to three key additional guarantees and "fast tracking" of major infrastructure as now established with the VPA being -</p> <p>1) Caveats on the Title of the land, until registration of this agreement,</p> <p>2) With registration, the terms of the VPA are placed on the Title of the land, and on the residual Title after subdivision of the stage/s is in progress, and remain with the Land permanently, until the required infrastructure is complete and operations,</p> <p>3) Council retains the control of only releasing subdivision certificates respective to a specific number of lots, only after the Developer has completed the requirements of the VPA,</p>	

Schedule 4

Environmental Planning and Assessment Regulations 2000

(Clause 25E)

Explanatory Note

Planning Agreement

Under section 93F of the *Environmental Planning and Assessment Act 1979* (NSW) and Clause 25E of the *Environmental Planning and Assessment Regulations 2000*.

1. The Parties

Eric Nominees Australia Pty Ltd atf the Redbank Unit Trust (ACN 126 373 162)

Mararch Dev (Richmond) Pty Ltd (ABN 51 126 216 608)

Wengor Dev (Richmond) Pty Ltd (ABN 53 126 216 617)

Hatt Pty Ltd (ABN 71 106 421 470)

(all of the four (4) entities listed above, together the "**Developer**")

Hawkesbury City Council (ABN 54 659 038 834) ("**Council**")

Transport for NSW ("**TfNSW**")

BD NSW (MR) Project O007 Pty Ltd atf BD NSW (MR) Project O007 Unit Trust

(ABN 54 123 888 773) ("**Land Owner**")

2. Description of Subject Land

The subject land is the land which at 14 August 2014 comprised Lot 74 in Deposited Plan 1187236 which is in the course of subdivision to complete the Development. (Subject Land).

3. Description of Proposed Change to Environmental Planning Instrument

Section 93F of the *Environmental Planning and Assessment Act 1979* (**EPA Act**) and clause 25C (1) of the Environmental Planning and Assessment Regulation 2000 require a planning authority proposing to enter into a planning agreement to prepare an explanatory note about the planning agreement.

This explanatory note relates to the draft planning agreement proposed to be entered into by the Developer, the Land Owner and the Hawkesbury City Council in relation to land known as North Richmond (lot 271, 272 & 273 DP1156792) known as Redbank **(Planning Agreement)**.

The Developer has lodged a development application with Council seeking consent for the construction of approximately 1400 dwellings on the Subject Land and associated works **(Development)**.

The Developer asked the Council, on the 13th March 2012, by way of a planning proposal to amend the Hawkesbury Local Environmental Plan 2012 (HLEP) and to facilitate the Development on the Subject Land **(Planning Proposal)**.

The Planning Proposal was lodged by the Council with the Department of Planning and Infrastructure on 14th June 2012 and received Gateway determination on 27th July 2012.

Conditions of the Gateway Determination were then fulfilled through 2012 and 2013, culminating in approval by Council on the 26th November 2013 of the Planning Proposal to be forwarded back to Department of Planning and Infrastructure for rezoning, which is anticipated in March 2014.

In association with the Planning Proposal to amend the HLEP, the Developer has offered to dedicate land for open space, trunk drainage, a community centre and a new proposed multi span bridge at Yarramundi. Part of the Developer's offer is to enter into and finalise the Planning Agreement.

4. Summary of Objectives, Nature and Effect of the Draft Planning Agreement

The Planning Agreement contains commitments from the Developer to undertake certain works and make contributions to Council.

The objective of the Planning Agreement is for the Developer to provide Council with the appropriate works and monetary contributions and dedication of land created as

a result of the Development. The Planning Agreement is the legal means by which this occurs.

Under the Planning Agreement, the Developer's contributions must be made on or prior to the creation of the nominated number of urban residential lots on the Subject Land. Further off-site road works are to be completed in conjunction with the terms of a separate agreement between the Developer and the Transport for New South Wales (TfNSW) as required under the Planning Agreement, that separate agreement being a Works Authorisation Deed or WAD.

Delivery of all of the contributions in the Planning Agreement will be secured by the registration of the Planning Agreement on the titles of the Subject Land.

The Planning Agreement also contains a mechanism so that once the contributions have been delivered, the Subject Land can be subdivided and the subdivided lots sold free of the requirements to provide public works.

5. Assessment of the Merits of the Draft Planning Agreement, including the impact on the public or any relevant section of the public

The merits of the Planning Agreement are that it:

- a. satisfies the NSW Government's requirement that all urban development proposals outside the Sydney Region Growth Centres are at no cost to government, thus enabling the Development to proceed;
- b. provides for significant improvements to the existing physical and social infrastructure which will have a positive impact on the public of the North Richmond area and promote the broader public interest, by way of the developers agreeing to a package of infrastructure, including:
 - i. \$26.38M by way of works or monetary contributions on intersection works to Bells Line of Road and a new bridge crossing at Yarramundi (see TMAP);

- ii. Provision and dedication of extensive open space (including Cumberland Woodplain) and drainage areas at no cost to council;
 - iii. Provision and dedication of a 500m2 community centre on a 1000m2 allotment which may be wholly contained on the Subject Land adjacent Peel Park, or a combination of Peel Park and the Subject Land,
 - iv. Provision of off street parking, training spaces, sports amenity building and multi-use courts to Peel Park;
 - v. Provision of designated off street cycleway, open space kick about areas, amenities buildings including toilets and picnic areas to open space areas;
 - vi. Provision of 15 bus stops and shelters;
 - vii. Contribution to a place making support program in conjunction with council.
- c. provides for the registration of the Planning Agreement on the title of the Subject Land, effectively binding any subsequent purchasers of the land to ensure the contribution is made in full.

6. Other Matters

How the Planning Agreement promotes public interest and one or more of the objects of the Act:

- a. Promotes the public interest by provision of a new community centre and dedication of open space; and
- b. Promotes the orderly and economic use and development of land in accordance with section 5 of the Environmental Planning and Assessment Act 1979.

How the Planning Agreement promotes one or more of the elements of the council's charter under Section 8 of the Local Government Act 1993:

- c. Provides for the needs of children through the provision of sports amenities.
- d. The engagement in long-term strategic planning on behalf of the local community.

The planning purpose/s served by the Planning Agreement:

- e. The Planning Agreement, through the requirement that the Developer pay monetary contributions and dedicate land, ensures that Council is able to undertake the orderly planning and development of the land, including the provision of community facilities. The Planning Agreement provides for a reasonable means of achieving that purpose.

Whether the draft Planning Agreement conforms with Council's capital works program:

- f. The draft Planning Agreement conforms with Council's capital works program.

7. Interpretation of Planning Agreement

These explanatory notes are not to be used to assist in construing the Planning Agreement.

Execution Clauses x 3
XXXXX

DRAFT

Annexure A

Deed of Novation for Planning Agreement

DRAFT

Eric Nominees Australia Pty Ltd atf the Redbank
Unit Trust

Mararch Dev (Richmond) Pty Ltd

Wengor Dev (Richmond) Pty Ltd

Hatt Pty Ltd

BD NSW (MR) Project O007 atf BD NSW (MR)
Project O007 Unit Trust Pty Ltd

Hawkesbury City Council

TfNSW

[Insert Name of New Developer/Land Owner]

Deed of Novation for Planning Agreement

Contents

1	Interpretation	3
	1.1 Definitions	3
	1.2 Construction	3
	Headings	3
2	Novation	3
	2.1 Original Agreement	3
	2.2 Reference in Original Agreement	4
	2.3 Address for Notices	4
3	Affirmation of the Original Agreement	4
4	Indemnities	4
5	Warranties and representations	4
	5.1 Warranties	4
	5.2 Survival of warranties	5
6	GST	5
7	Stamp duty and costs	5
8	Further acts	5
9	Amendment	6
10	Governing law	6
11	Counterparts	6

Date

Parties

Hawkesbury City Council (ABN 54 659 038 834) of 366 George Street, Windsor, New South Wales
("Council")

Transport for NSW a NSW Government Agency and corporation incorporated under section 46 of the Transport Administration Act 1988 (NSW) of ("**TfNSW**").

Eric Nominees Australia Pty Ltd atf the Redbank Unit Trust (ACN 126 373 162) of Johnston Rorke 'Central Plaza One' Level 30, 345 Queen Street, Brisbane, Queensland

Mararch Dev (Richmond) Pty Ltd (ABN 51126 216 608) of Level 7, 100 Edward Street, Brisbane, Queensland .

Wengor Dev (Richmond) Pty Ltd (ABN 53 126 216 617) of Level 7, 100 Edward Street, Brisbane, Queensland

Hatt Pty Ltd (ABN 71 106 421 470) of Level 15, 100 Edward Street, Brisbane, Queensland

(all of the four (4) entities listed above, together the "**Original Developer**")

BD NSW (MR) Project O007 Pty Ltd atf BD NSW (MR) Project O007 Unit Trust (ABN 54 123 888 773) of Level 15, 100 Edward Street, Brisbane, Queensland ("**Original Land Owner**")

[Insert Name] ACN [Insert ABN] of [Insert Address] New South Wales
("**New Developer/Land Owner**")

Background

- A The Council, the TfNSW the Original Developer and the Original Land Owner are parties to the Original Agreement.
- B The Original Agreement relates to the whole of the Land *[or part of the Land (provide description of the relevant part of the Land)]*.
- C The Original Developer/Landowner wishes to novate all of its rights and obligations to the New Developer/Land Owner.

Agreed terms

1. Interpretation

1.1 Definitions

In this document:

Effective Date means *[Insert Date]*

Land has the meaning given to that term in the Original Agreement.

Original Agreement means the planning agreement dated [Insert Date] and made between the Council, TfNSW and the Original Developer/Land Owner.

1.2 Construction

Unless expressed to the contrary, in this document:

- a. words in the singular include the plural and vice versa;
- b. any gender includes the other genders;
- c. if a word or phrase is defined its other grammatical forms have corresponding meanings;
- d. "includes" means includes without limitation;
- e. no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- f. a reference to:
 - i. a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - ii. a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - iii. any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - iv. an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

1.3 Headings

Headings do not affect the interpretation of this document.

2. Novation

2.1 Original Agreement

With effect from the Effective Date:

- a. the New Developer/Land Owner is substituted for the Original Developer/ Land Owner as a party to the Original Agreement;
- b. the New Developer/Land Owner will be bound by the Original Agreement, and will be subject to the rights and obligations contained in the Original Agreement as if the New Developer/Land Owner was a party to the Original Agreement instead of the Original Developer/Land Owner; and
- c. other than in respect of:

- i. [Parties to set out any responsibilities that the Original Developer/Land Owner is not discharged from],***

the Original Developer/Land Owner is released and discharged from all obligations and liabilities to the extent they are novated to the New Developer/Land Owner and remain to be performed, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement.

2.2 Reference in Original Agreement

All references to the Original Developer/Land Owner in the Original Agreement are to be construed as references to the New Developer/Land Owner.

2.3 Address for notices

The Council must address all notices and communications to be given or made by it to the New Developer/Land Owner under the Original Agreement to the following address:

New Developer/Land Owner:

Address	<i>[Insert]</i>
Fax	<i>[Insert]</i>
Contact Person:	<i>[Insert]</i>
Email	<i>[Insert]</i>

3. Affirmation of the Original Agreement

The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

4. Indemnities

The New Developer/Land Owner indemnifies the Original Developer/Land Owner on demand against all liabilities, claims, damages and loss which the Original Developer/Land Owner suffers or incurs in relation to the Original Agreement including those which arise or relate to acts or omissions occurring on or after the Effective Date.

5. Warranties and representations

5.1 Warranties

Each party represents and warrants that, at the time of execution, and at the Effective Date:

- a. it has capacity unconditionally to execute, deliver and comply with its obligations under this document;

- b. it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document;
- c. this document is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
- d. its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:
 - i. any law or directive from a government entity;
 - ii. its constituent documents;
 - iii. any agreement or instrument to which it is a party; or
 - iv. any obligation of it to any other person.

5.2 Survival of warranties

The warranties and representations in clause 5.1 survive the execution of this document and the novation of the Original Agreement.

6. GST

Where a supply made under this deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

7. Stamp duty and costs

The New Developer/Land Owner will pay all stamp duty arising directly or indirectly from this deed.

8. Further acts

- a. Each Party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.
- b. This deed binds each Party which signs it even if other Parties do not, or if the execution by other Parties is defective, void or voidable.

9. Amendment

This document may only be varied or replaced by a document executed by the Parties

10. Governing law

This deed is governed by the law in force in the place specified in the New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of that place.

11. Counterparts

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

DRAFT

Executed as a deed

Executed by Hawkesbury City Council)
(ABN 54 659 038 834) by its duly appointed)
officer in the presence of:)
[Confirm Execution Block]

Witness

Officer

Name of Witness (print)

Name of Officer (print)

Executed by Eric Nominees Australia Pty)
Ltd atf the Redbank Unit Trust (ACN 126)
373 162):)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed by Mararch Dev (Richmond) Pty)
Ltd (ABN 51 126 216 608):)
)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed by Wengor Dev (Richmond) Pty)
Ltd (ABN 53 126 216 617):)
)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed by **Hatt Pty Ltd** (ABN 53 71 106)
421 470):)
)

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director (print)

.....
Name of Director (print)

Executed by **BD NSW (MR) Project O007**)
Pty Ltd atf BD NSW (MR) Project O007 Unit)
Trust (ABN 54 123 888 773):)

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director (print)

.....
Name of Director (print)

Executed by **Transport for NSW** by its)
authorised delegate:)
)

.....
Witness

.....
Authorised Delegated

.....
Name of Witness (print)

.....
Name of Delegate (print)

DRAFT

Annexure B

Contribution Location Plan

DRAFT



LEGEND

- Property Boundary
- Collector Road
- Shared Cycleway/Pedestrian Footpath
- Keyline

VPA VERSION 13 (12/03/14) SCHEDULE 2 ITEMS	
Transport	
1.1	Intersection / road upgrades.
1.1a	Upgrade of Sells Line of Rd/Grose Vale Rd/Terrace Rd
1.1b	Upgrade of Kurrajong Rd/Old Kurrajong Rd/Yamundi Lane
1.1c	Upgrade of Kurrajong Rd/Bosworth St/Watch St
1.1d	Upgrade of Sells Line of Rd/Grose Vale Rd/Terrace Rd
1.2	Approval for New Proposed Bridge (multi-span) and roads.
1.3	Construct the New Proposed Bridge (multi-span) and roads.
1.4	Construction of 15 bus stops on the collector roads.
1.5a	Construction of 15 bus shelters at each stop.
1.5b	Construction of 1.2km concrete shared cycleway / pedestrian loop/path.
Community Facilities	
1.6a	Construct a new multipurpose community centre - not shown, location 18C.
1.6b	Land for construction of a Child Care Centre.
Open Space	
1.7	Facility improvements to Peel Park.
1.8	Open space/drainage area and works as identified by CWP.
1.8a	Active Recreation
1.8a-1	Passive Recreation (District Parkland)
1.8a-2	Passive Recreation (Local Parkland)
1.8c	Revegetation
1.8d	Connectivity
1.8e	Conservation (CPW)
Maintenance	
2.1	General Maintenance of all Open Space areas.
Dedication of Land	
3.1	Dedicate Land for Community Centre.
3.2	Dedicate Land for open space.
Community Services and Funding	
4.1	Employment of Place Making Manager.
4.2	Developer to assist to establish a child care centre.
4.3	Contribution of resident information packages.
4.4	Monetary Contribution to Council by way of reimbursement of all fees paid.
4.5	Monetary Contribution to Council for ongoing administration of this Planning Agreement.

VPA CONTRIBUTIONS PLAN 02 OF 02

DRAFT



VPA VERSION 13 (12/03/14) SCHEDULE 2 ITEMS	
Transport	
1.1	Intersection / road upgrades
1.1a	Upgrade of Bells Line of Rd/Grosvenor Rd/Terrace Rd
1.1b	Upgrade of Kunajong Rd/Old Kunajong Rd/Yarramund Lane
1.1c	Upgrade of Kunajong Rd/Sawmash St/March St
1.1d	Upgrade of Bells Line of Rd/Grosvenor Rd/Terrace Rd
1.2	Approval for New Proposed Bridge (multi-span) and roads
1.3	Construct the New Proposed Bridge (multi-span) and roads
1.4	Construction of 15 bus stops on the collector roads
1.5a	Construction of 15 bus shelters of each stop
1.5b	Construction of 1.2km concrete shared cycleway / pedestrian footpath
Community facilities	
1.6a	Construct a New multipurpose community centre - not shown, location 19C
1.6b	Land for construction of a Child Care Centre
Open Space	
1.7	Facility improvements to Peel Park
1.8	Open space/drainage area and works as identified by CWP
1.8a	Active Recreation
1.8a-1	Passive Recreation (Basketball)
1.8a-2	Passive Recreation (Local Parklands)
1.8c	Revegetation
1.8d	Connectivity
1.8e	Conservation (CPW)
Maintenance	
2.1	General Maintenance of all Open Space areas
Dedication of Land	
3.1	Dedicate Land for Community Centre
3.2	Dedicate Land for open space
Community Services and Funding	
4.1	Employment of Place Making Manager
4.2	Developer to assist to establish a child care centre
4.3	Contribution of resident information packages
4.4	Monetary Contribution to Council by way of reimbursement of all fees paid
4.5	Monetary Contribution to Council for ongoing administration of this Planning Agreement

LEGEND

- Property Boundary
- Major Existing Roads
- New Proposed Bridge (multi-span) and Roads
- Intersections
- Bridges

VPA CONTRIBUTIONS PLAN 01 OF 02

Annexure C

Zoning Map

DRAFT



Hawkesbury Local Environmental Plan 2012

Land Zoning Map - Sheet LZN_008AA

Zone

- B1 Neighbourhood Centre
- B2 Local Centre
- B5 Business Development
- B6 Enterprise Corridor
- E1 National Parks and Nature Reserves
- E2 Environmental Conservation
- E3 Environmental Management
- E4 Environmental Living
- P1 General Industrial
- P2 Light Industrial
- R1 General Residential
- R2 Low Density Residential
- R3 Medium Density Residential
- R5 Large Lot Residential
- RE1 Public Recreation
- RE2 Private Recreation
- RU1 Primary Production
- RU2 Rural Landscape
- RU3 Primary Production Small Lots
- RU4 Village
- SP1 Special Activities
- SP2 Infrastructure
- W1 Natural Waterways
- W2 Recreational Waterways

Copyright

Copyright 17/11/2011 © Land and Property Information (LPI)



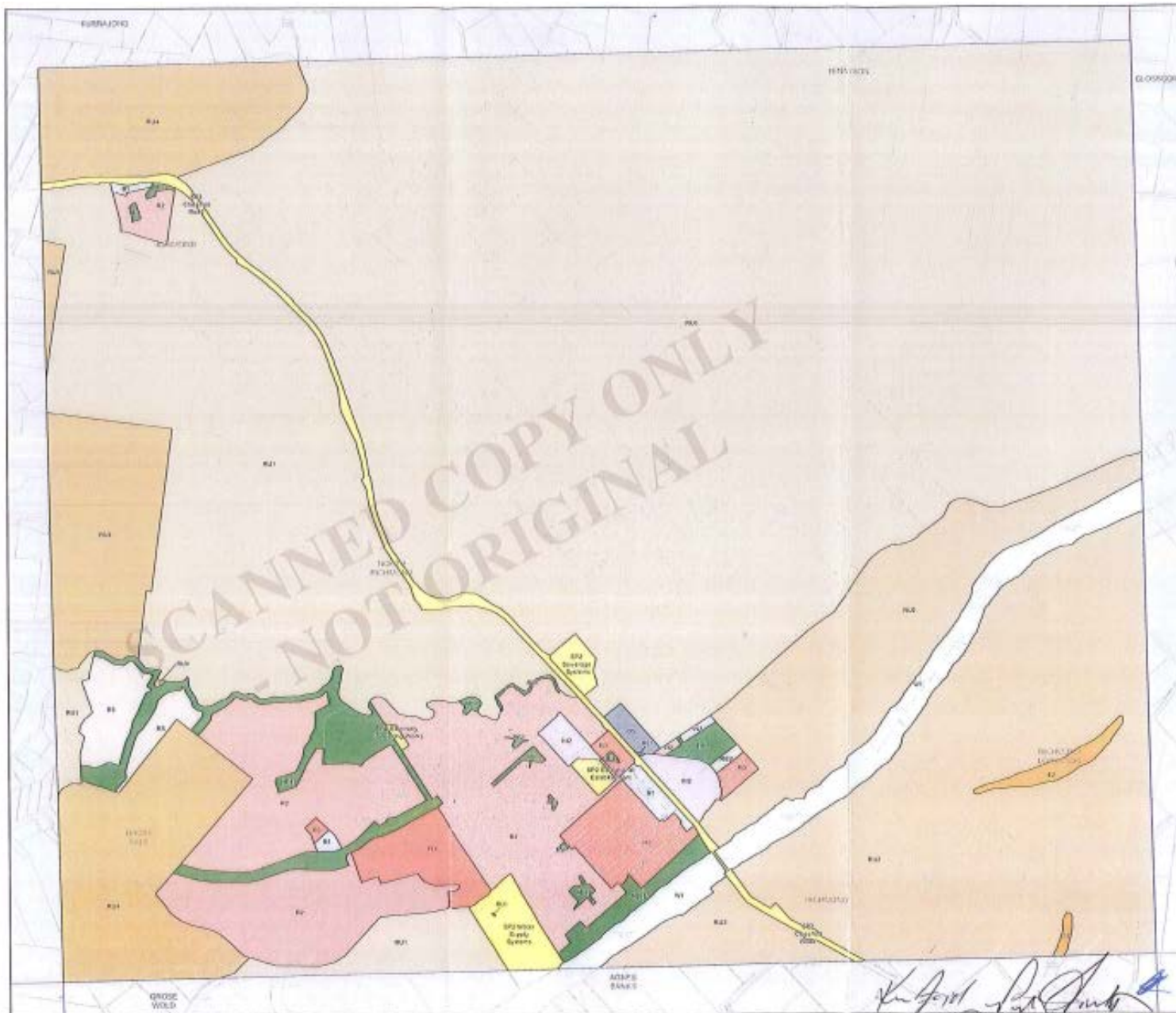
N

0 200 400 600 800 metres

Scale: 1:20,000 @ A3

Projection: GDA 1994
Map Zone: 56

Map identification number: 3802_COM_LZN_008AA_000_0010000



Annexure D

Specifications

a. General Specification:

- i. Hawkesbury Development Control Plan 2002,
- ii. Austroads Guidelines (Road Design, Road Safety & Bridge Technology) available at time of any relevant Development Application,
- iii. TfNSW supplements where applicable at time of any relevant Development Applications,
- iv. Australian Rainfall & Runoff,
- v. Australian Standards,
- vi. Building Code of Australia,
- vii. Water Sensitive Urban Design Technical Guidelines for Western Sydney 2004,
- viii. Framework for the Integration of Flood and Stormwater Management into Open Space - Water by Design 2011,
- ix. Water Sensitive Urban Design Technical Design Guidelines - Healthy Waterways 2006,
- x. Cumberland Plain Woodland and River Flat Eucalypt Forest Recovery Plan.

b. Specification for Item 1.1 in Table 1 of Schedule 2 - Intersection I road upgrades to TfNSW infrastructure as per TMAP:

- i. General Specifications as identified in (a) above
- ii. Refer to TMAP for sketch concepts of intersections currently incorporated into traffic modelling
- iii. Refer Concept Design yet to be developed by Developer and approved by the relevant Authority,

c. Specification for Items 1.2 and 1.3 in Table 1 of Schedule 2 -Alternative bridge (Multispan) crossing of Grose River as shown on Annexure D,

- i. General Specification as identified in (a) above,
- ii. Refer to Annexure B containing preliminary concept for alternate access east/west for North Richmond,

d. Specification for Items 1.4 & 1.5 in Table 1 of Schedule 2 - Bus Stop and Shelter on the collector road system on the land,

- i. General Specification as identified in (a) above.

e. Specification for Item 1.6 in Table 1 of Schedule 2 -Community Centre:

- i. General Specification as identified in (a) above;

- ii. Community Recreation Centre, Medium Finishes Type, Medium Standard, Rawlinson's Construction Handbook 2012.
- f. Specification for Item 1.7 in Table 1 of Schedule 2 - Facility Improvements to Peel Park:
 - i. General Specification as identified in (a) above; and
 - ii. Refer to Concept Design yet to be developed by Developer and approved by Council.
- g. Specification for Item 1.8 in Table 1 of Schedule 2 - Open Space/drainage area and works identified ...
 - i. General Specification as identified in (a) above; and
 - ii. Refer to Concept Design yet to be developed by the Developer and approved by the relevant Authority,
- h. Specification for Item 2.1 in Table 2 of Schedule 2 - General Maintenance of all Open Space Areas:
 - i. General Specification as identified in (a) above; and
 - ii. Refer to Maintenance Specification yet to be developed by the Developer and approved by the relevant Authority.

Annexure E

Preliminary Concept Plans for New Proposed Bridge (Multispan)

DRAFT

