



# Hawkesbury City Council

## attachment 1 to item 99

### Draft Voluntary Planning Agreement for Redbank at North Richmond

date of meeting: 24 June 2014

location: council chambers

time: 6:30 p.m.



Draft No 13  
March 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

---

Roads and Maritime Services

---

# Draft Planning Agreement

Section 93F of the Environmental  
Planning and Assessment Act, 1979  
(NSW)

# Contents

<b>1</b>	<b>Planning Agreement under the Act</b>	<b>2</b>
<b>2</b>	<b>Application of this Agreement</b>	<b>2</b>
<b>3</b>	<b>Operation of this Agreement</b>	<b>2</b>
<b>4</b>	<b>Definitions and interpretation</b>	<b>2</b>
4.1	Definitions	2
4.2	Interpretation	7
<b>5</b>	<b>Development Contributions to be made under this Agreement</b>	<b>8</b>
<b>6</b>	<b>Carrying out and Delivery of Works</b>	<b>9</b>
6.1	Commencement of Works	9
6.2	Delivery of Works	9
6.3	Defects Liability Period	10
6.4	Standard of Works	10
6.5	Failure to deliver Works	11
6.6	Notice to Relevant Authority	11
6.7	Permission to enter and occupy land	11
<b>7</b>	<b>Payment of the Monetary Contribution</b>	<b>11</b>
7.1	Monetary Contribution for the Intersection / Road Upgrades	11
7.2	Monetary Contribution for the New Proposed Bridge (Multispan)	12
7.3	Monetary Contribution for Items 4.4 and 4.5 of Table 4 of Schedule 2	14
7.4	Delivery of Monetary Contributions	15
<b>7A</b>	<b>Deferral of Development Contributions Works and Dedication of Transfer Lands</b>	<b>15</b>
<b>8</b>	<b>Delivery of Maintenance Works</b>	<b>16</b>
<b>9</b>	<b>Dedication of Transfer Lands</b>	<b>17</b>
9.1	Identification of Community Centre Land	17
9.2	Dedication process	18
<b>10</b>	<b>Delivery of Funding Contributions</b>	<b>18</b>
<b>11</b>	<b>Application of sections 94, 94A and 94EF of the Act to the Development</b>	<b>19</b>
<b>12</b>	<b>Registration of this Agreement</b>	<b>19</b>
<b>13</b>	<b>Review of this Agreement</b>	<b>21</b>
<b>14</b>	<b>Dispute Resolution</b>	<b>21</b>
14.1	Reference to Dispute	21
14.2	Notice of Dispute	21
14.3	Representatives of Parties to Meet	21
14.4	No party may constrain	21
14.5	Expert Determination	22



<b>15</b>	<b>Security and Enforcement</b>	<b>22</b>
15.1	Developer to provide Security	22
15.2	Timing of Security	22
15.3	Release of Security to the Developer	23
15.4	Call on Security	23
15.5	Compulsory Acquisition	24
15.6	Enforcement by any party	25
<b>16</b>	<b>Notices</b>	<b>25</b>
16.1	Delivery	25
16.2	Change of Details	26
16.3	Giving of Notice	26
16.4	Delivery outside of business hours	26
<b>17</b>	<b>Approvals and consent</b>	<b>27</b>
<b>18</b>	<b>Assignment and Novation</b>	<b>27</b>
18.1	Assignment	27
18.2	Transfer Dealings	27
18.3	Transfer of certain parts of the Land	27
<b>19</b>	<b>Release and discharge</b>	<b>28</b>
<b>20</b>	<b>Costs</b>	<b>28</b>
<b>21</b>	<b>Entire Agreement</b>	<b>28</b>
<b>22</b>	<b>Capacity of Parties</b>	<b>28</b>
22.1	General	28
22.2	BD NSW (MR) Project O007 Unit Trust	29
22.3	Redbank Unit Trust	29
<b>23</b>	<b>Liabilities as between the Parties</b>	<b>29</b>
<b>24</b>	<b>Further acts</b>	<b>30</b>
<b>25</b>	<b>Governing law and jurisdiction</b>	<b>30</b>
<b>26</b>	<b>No fetter</b>	<b>30</b>
<b>27</b>	<b>Severability</b>	<b>30</b>
<b>28</b>	<b>Waiver</b>	<b>30</b>
<b>29</b>	<b>GST</b>	<b>31</b>
29.1	Construction	31
29.2	Intention of the Parties	31
29.3	Payment for GST	31
29.4	Reimbursements	32
29.5	No Merger	32

<b>30</b>	<b>Relationship of Parties</b>	<b>32</b>
<b>31</b>	<b>Further steps</b>	<b>32</b>
<b>32</b>	<b>Counterparts</b>	<b>32</b>
<b>33</b>	<b>Rights cumulative</b>	<b>32</b>
<b>1</b>	<b>Interpretation</b>	<b>3</b>
1.1	Definitions	3
1.2	Construction	3
1.3	Headings	3
<b>2</b>	<b>Novation</b>	<b>3</b>
2.1	Original Agreement	3
2.2	Reference in Original Agreement	4
2.3	Address for notices	4
<b>3</b>	<b>Affirmation of the Original Agreement</b>	<b>4</b>
<b>4</b>	<b>Indemnities</b>	<b>4</b>
<b>5</b>	<b>Warranties and representations</b>	<b>4</b>
5.1	Warranties	4
5.2	Survival of warranties	5
<b>6</b>	<b>GST</b>	<b>5</b>
<b>7</b>	<b>Stamp duty and costs</b>	<b>5</b>
<b>8</b>	<b>Further acts</b>	<b>5</b>
<b>9</b>	<b>Amendment</b>	<b>5</b>
<b>10</b>	<b>Governing law</b>	<b>6</b>
<b>11</b>	<b>Counterparts</b>	<b>6</b>

Agreement made at on

## Parties

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

**Roads and Maritime Services** (ABN 76 236 371 088) of 101 Miller Street North Sydney 2060 ("RMS")

**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 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 7, 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 7, 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, if the Amending LEP contemplated by the Planning Proposal is made, 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 6 of Part 4 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 the date that:

- (a) the Amending LEP is published on the NSW Legislation website; and
- (b) the Agreement is entered into as required by Clause 25C(1) of the Regulation.

### 4 Definitions and interpretation

#### 4.1 Definitions

In this Agreement the following definitions apply:

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

**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 RMS.

**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 RMS (acting reasonably).

**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, project management fees and any land acquisition costs for the New Proposed Bridge (Multispan) and road approaches based on current scope) (subject to CPI increases in accordance with clause 7.4(e)).

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

**Commencement Date** means the date upon which the Agreement is taken to operate under clause 3.

**Community Centre** means the multipurpose community centre identified in item 1.6, 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.

**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 7A.

**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 EP&A Act 1979 for the Development or a stage of the Development, or for an application to construct specific offsite infrastructure under Part 5 of the EP&A Act 1979, 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 EP&A Act 1979, or for an approval to construct specific offsite infrastructure under Part 5 of the EP&A Act 1979, 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 and Infrastructure 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 but which excludes the value of the Community Centre Land.

**Explanatory Note** means the Explanatory Note attached at schedule 3.

**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 RMS & Federal Government.

**Intersection / Road Upgrades** means those works on the Bells Line of Road corridor as defined by the TMAP and as per Item 1.1, Table 1, of Schedule 2;

**Land** means the land contained in Lot 271 Deposited Plan 1156792 as at the date of this Agreement (and which will be subdivided).

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

**LPI** means the Land and Property Information of New South Wales 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.

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

- (1) those Funding Contributions identified in Items 4.4 and 4.5 of Table 4 of schedule 2; and
- (2) if required pursuant to clause 7, any or all of the following -
  - (a) the Intersection / Road Upgrades as per Item 1.1, Table 1, of Schedule 2;
  - (b) the New Proposed Bridge (Multispan) as per Item 1.2 & 1.3, Table 1 of Schedule 2, up to the Capped Amount, less the costs incurred to date inclusive of all Reasonable Costs in undertaking investigations, design works, obtaining planning approvals and any other licence or authorities required, project management fees and any land acquisition costs incurred prior to construction commencement.

**New Proposed Bridge (Multispan)** means those works for the New Proposed Bridge (Multispan) crossing at Yarramundi of Grose River as 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 E.

**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 the date on which the Developer's certifier issues a written statement that the 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.

**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 93F(2) of the Act.

**Reasonable Costs** means costs incurred by a party under this agreement where those costs are reasonable, are invoices (received from any partnership,

company or authority) and/or are in the form of an itemised bill containing all relevant details and hours of the Developer's personnel directly involved in delivery of the particular schedule item, which has been provided progressively on a monthly basis 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 and/ or RMS, 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.

**RMS** means the Roads and Maritime Services as constituted under the *Transport Administration Act 1998*.

**Road Costs Index** means the amount calculated in accordance with clause 7.4 (d).

**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 1500m<sup>2</sup>.

**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 section 109C 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 New South Wales.

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

**Transfer Dealings** means transferring or selling part of the Land.

**Transfer Lands** means those lands to be dedicated under this Agreement 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 RMS.

**Works** means each of the works 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 , in respect of:
  - (i) the Intersection / Road Upgrades, as per clause 7.1,
  - (ii) the New Proposed Bridge (Multispan), but only if the requisite written notice is provided in the manner identified in accordance with clause 7.4;
- (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 required to carry out the Works;
- (b) obtain land owner's consent from all relevant land owners to enable the Works to be carried out by the Developer, including funding any required land acquisition costs, with the acquisition to be undertaken by the Relevant Authority in accordance with the Roads Act 1993 and the Land Acquisition (Just Terms Compensation) Act 1991, and on terms satisfactory to the Developer.
- (c) for any works contribution required when RMS is the Relevant Authority, enter into a Works Authorisation Deed or other similar agreement with RMS,
- (d) carry out the works as nominated in Schedule 2, or undertake the alternative monetary contributions as also nominated in Schedule 2.

### **6.2 Delivery of Works**

- (a) 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 641st Urban Lot or such later date as agreed by the Parties.
- (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
  - 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, 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 RMS' notice issued under clause 6, must notify the Relevant Authority that a dispute has arisen under clause 14 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 in:

- (a) in accordance with the Specifications; and
- (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,
- (e) in accordance with RMS published supplements where RMS is the relevant authority.

## **6.5 Failure to deliver Works**

- (a) If the Developer fails 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, the Relevant Authority may elect to complete that item or such part or parts of that item 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 Work; and
  - (ii) the provisions of clause 15.4 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 Relevant Authority is to permit and do all things necessary to permit the Developer to enter and occupy any land owned or controlled by the Relevant Authority for the purpose of enabling the Developer to carry out any Work under this Agreement that is required to be carried out 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 RMS 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 RMS 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 RMS 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 RMS 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 RMS Decision Point 2, but before the release of a subdivision certificate creating the 561<sup>st</sup> Urban Lot; alternatively –
  - (A) if agreed by the parties, prior to the release of a subdivision certificate creating the 761<sup>st</sup> 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 Monetary Contribution for the New Proposed Bridge (Multispan)**

- (a) The Developer must enter into a Works Authorisation Deed with RMS for the relevant components of the bridge works for which RMS is the Relevant Authority prior to the release of the 121st Urban Lot.
- (b) The Developer must take all reasonable steps to obtain the necessary approvals, consents, certifications and authorisations required to carry out the New Proposed Bridge works as required.
- (c) The Developer must promptly notify RMS and Council of the lodgement of any application for a necessary approvals, consents, certifications and authorisations required to carry out the Works required to carry out the New Proposed Bridge (Multispan).
- (d) At least six [6] months prior to the lodgement of a Development Application to obtain Development Approval for the New Proposed Bridge (Multispan), the Developer and Council must

- (i) each nominate [2] representatives to attend the meetings required under this clause 7.2 (Representatives);
  - (ii) require each of their Representatives to agree a program for further meetings with that program to include not less than 3 meetings (Meeting Program);
  - (iii) require each of their Representatives to discuss the method by which the Developer is to provide the Development Contribution for the New Proposed Bridge including by either:
    - (A) carrying out the works required to construct the New Proposed Bridge (Multispan); or
    - (B) paying a Monetary Contribution in lieu of the delivery of the New Proposed Bridge (Multispan), where that payment is to be made to Council and then provided by Council to RMS.
  - (iv) provide any information, documents, plans, concept designs or copies of any Approvals as is reasonably necessary to enable the Parties to carry out the discussions identified in this clause 7.2.
- (e) At the last meeting identified in the Meeting Program, the Representatives must either:
- (i) agree that the Developer will provide the Development Contribution for the New Proposed Bridge (Multispan) by either:
    - (A) carrying out the Works required to construct the New Proposed Bridge (Multispan); or
    - (B) paying a Monetary Contribution in lieu of the delivery of the New Proposed Bridge (Multispan) up to the Capped Amount;
- or
- (ii) extend the time for the discussions between the Representatives and agree on an amended Meeting Program; or
  - (iii) if agreement cannot be reached between the Parties, either Party may notify the other that a dispute will be deemed to have arisen, in accordance with clause 14.2.
- (f) If the Representatives reach agreement under this clause 7.2 and the Developer is required to carry out the works to construct the New Proposed Bridge (Multispan):
- (i) the Developer and the Relevant Authority will extend the timing specified in item 1.3 of table 1 of schedule 2 for Practical Completion of the New Proposed Bridge (Multispan) having regard to the time taken to address the matters under this clause 7.2;
  - (ii) the provisions of clause 6 apply; and
  - (iii) the Developer is not required to pay the Monetary Contribution for the New Proposed Bridge (Multispan), or

(g) If either:

- (i) clause 7.2(e)(i)(B) applies; or
- (ii) the Developer is unable to obtain the necessary approvals, consents, certifications and authorisations from the Relevant Authority and/or relevant statutory authority, required to carry out the Works required to carry out the New Proposed Bridge (Multispan),

then:

- (iii) the provisions of clause 7.4 apply;
- (iv) the Developer must pay the Monetary Contribution to the Relevant Authority for works originally planned to be applied to the RMS and/or Council road infrastructure (to fund upgrades to the State and Local Road network in the Richmond and North Richmond area to relieve congestion along the Bells Line of Road and associated local road network) 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,
- (v) the Monetary Contribution of \$23,825,000.00 inclusive of GST and less all Reasonable Costs in respect of the New Proposed Bridge (Multispan) will be payable as follows:
  - (A) prior to release of 401st Urban Lot: \$11,912,500.00 (inclusive of GST and less all Reasonable Costs lodged at time of payment with all parties); in the event of Development Approval, for the New Proposed Bridge (Multispan) not being granted,  
or  
prior to release of 461st Urban Lot: \$11,912,500.00 (inclusive of GST and less all Reasonable Costs lodged at time of payment with all parties); in the event of the Construction Certificate for the New Proposed Bridge (Multispan) not being granted,
  - (B) prior to the release of each 100 Urban Lots thereafter, with final payment at 1000th Urban Lot: \$1,985,417.00 (inclusive of GST).
- (vi) the Developer is not required to carry out the Works identified at Item 1.3 of Table 1 of schedule 2.

### **7.3 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 and 4.5 of Table 4 of schedule 2, in accordance with clause 7.4.



## **7.4 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),
- (b) If a Monetary Contribution is required, in case of the Monetary Contribution for the New Proposed Bridge (Multispan), 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,
- (c) Once payment in part or in full, is made to the Relevant Authority, the developers obligation to make that contribution in part or in full to RMS and Council, 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 RMS, after having received the Developer's notice under clause 7.4(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 CPI / Road Cost Index TBC 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).

## **7A Deferral of Development Contributions Works and Dedication of Transfer Lands**

### **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.

### **Delays in obtaining approval**

- (b) 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 the 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.
- (c) If the Developer and Relevant Authorities are unable to reach agreement in relation to a Deferred Date for Practical Completion under clause 7A(b) the provisions of clause 14 shall apply.
- (d) Any agreement reached under clause 7A(b) shall be treated as an amendment to this Agreement for the purpose of determining compliance with this Agreement.

## **8 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 8(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 8(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 8(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 14.
- (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).

## **9 Dedication of Transfer Lands**

### **9.1 Identification of Community Centre Land**

- (a) the Land Owner and Developer must provide to Council a design plan which outlines the proposed location within Peel Park and/or within the Land directly adjacent Peel Park, with 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:
  - (A) the impositions and requirements of the Development applying at that time;
  - (B) the detail and reasoning incorporated in the Developer and Land Owner's design plan referred to in clause 9.1(a); and

- (c) the Parties must use reasonable endeavours to reach agreement under clause 9.1(a) and 9.1(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 9.1(a) and 9.1(b), then the Developer may elect to refer the matter to dispute resolution in clause 14.

## **9.2 Dedication process**

- (a) The Developer and Land Owner must take all steps necessary to register at the LPI 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 LPI and responding to any enquiries or requisitions made by the LPI; and
  - (iii) taking any other necessary action (other than paying stamp duty associated with the transfer) 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.

## **10 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 7.4.
- (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 14 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 10(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.

## **11 Application of sections 94, 94A and 94EF of the Act to the Development**

This Agreement:

- (a) wholly excludes the application of sections 94 and 94A of the Act to the Development; and
- (b) does not exclude the application of section 94EF of the Act to the Development.

## **12 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 LPI pertaining to the Land and must take all reasonable steps to have the Agreement registered as soon as is practically possible after the operation of this Agreement, and in any even 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 LPI 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 LPI pertaining to the Land.
- (c) If the Relevant Authority/s lodges a caveat in accordance with clause 12(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 12(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 12(a) the Developer must pay the Relevant Authority/s reasonable costs and expenses, including legal costs, of exercising their rights under clause 12(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 19; 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 LPI pertaining to the Land.

## **13 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.

## **14 Dispute Resolution**

### **14.1 Reference to Dispute**

- (a) If a dispute arises between the Parties in relation to this Agreement, then the Parties must resolve that dispute in accordance with this clause; and
- (b) If a dispute arises between the Parties under clause 8(c)(iii)(B), the expert determination provisions in clause 14.5 will apply.

### **14.2 Notice of Dispute**

The Party wishing to commence the dispute resolution processes must notify the other Parties in writing of:

- (a) the intent to invoke this clause;
- (b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause; and
- (c) the outcomes which the notifying Party wishes to achieve (if practicable).

### **14.3 Representatives of Parties to Meet**

- (a) The representatives of the Parties must promptly (and in any event within 14 Business Days of the written notice provided in accordance with clause 14.2) meet in good faith to attempt to resolve the notified dispute.
- (b) The Parties may, without limitation:
  - (i) resolve the dispute during the course of that meeting;
  - (ii) agree that further material, expert determination in accordance with clause 14.5 or consideration is needed to effectively resolve the dispute (in which event the Parties will, in good faith, agree to a timetable for resolution); and
  - (iii) agree that the Parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

### **14.4 No party may constrain**

If:

- (a) at least one meeting has been held in accordance with **clause 14.3**; and

- (b) the Parties have been unable to reach an outcome identified in clause 14.3(b)(i) to (iii); and
- (c) any of the Parties, acting in good faith, forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under clause 14.3,

then, that Party may, by 14 Business Days written notice to the other Party, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause does not of itself amount to a breach of this Agreement.

#### **14.5 Expert Determination**

- (a) If a Dispute arises between Parties to this Agreement, the Parties may agree to refer the Dispute to expert determination in Sydney, New South Wales administered by the Australian Commercial Dispute Centre (ACDC).
- (b) The expert determination will be conducted in accordance with the ACDC Rules for Expert Determination (Rules) in force at the date of this Agreement. The Rules set out the procedures to be adopted, the process of selection of the expert and the costs involved, including the Parties' respective responsibilities for the payment of the expert's costs and other costs of the expert determination.
- (c) The expert determination will be final and binding on the Parties.
- (d) This clause 14.5 survives termination of this Agreement.
- (e) At any time, a Party may, without inconsistency with this clause 14.5, seek urgent interlocutory relief in respect of a dispute subject of this clause 14.5, from any Court having jurisdiction.

### **15 Security and Enforcement**

#### **15.1 Developer to provide Security**

Section 93F(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 15, clause 6.3 and clause 12 satisfies this obligation.

#### **15.2 Timing of Security**

- (a) Subject to clause 15.2(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 12;
  - (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 93F(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 and that WAD requires security to be provided, then the Developer is not required to provide security for those works to Council under this Agreement. However, the security and monetary contribution amounts detailed in schedule 2A have been prepared in conjunction with and agreed with RMS, and is intended to be used for the WAD which will be executed when required.
- (c) The Developer acknowledges that where a WAD is to be entered into between RMS and the Developer for the road works in accordance with 15.2(b)(iii), the WAD will not be executed by RMS until the relevant security amounts, stipulated by the WAD, is paid by the Developer,
  - (d) Council & RMS acknowledge, for the New Proposed Bridge (Multispan) and road approaches and associated WAD to enable these works, that the security amounts required to be lodged in compliance with the WAD are to be in accordance with Schedule 2A - Bank Guarantee / Release/s & Monetary Contributions.

### **15.3 Release of Security to the Developer**

- (a) In respect of each Security provided to the Relevant Authority under clause 15.2 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.

### **15.4 Call on Security**

- (a) The Security provided in clause 15.2 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 15.4.
- (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 :
    - (1) 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
    - (2) 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.

## **15.5 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 9, 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 15.5(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.

## **15.6 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 14; and
  - (ii) the Council from exercising any function under the Act or any other Act or law.

## **16 Notices**

### **16.1 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 RMS), 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

#### **Roads & Maritime Services**

Attention:  
Address:  
  
Phone Number: (02)  
Fax Number: (02)

**Developer**

Attention: The Project Director  
Address: Level 7, 100 Edward Street  
Brisbane QLD 4000  
Phone Number: (07) 3337 2222  
Fax Number: (07) 3229 3448  
Email: info@imaltd.com.au

**Land Owner**

Attention: The General Manager  
Address: Level 7, 100 Edward Street  
Brisbane QLD 4000  
Phone Number: (07) 3337 2222  
Fax Number: (07) 3229 3448  
Email: info@imaltd.com.au

**16.2 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.

**16.3 Giving of Notice**

Subject to clause 16.4, any notice, consent, invoice, information, application or request is to be treated as given or made at the following time:

- (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.

**16.4 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 5.00 pm 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.

## 17 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.

## 18 Assignment and Novation

### 18.1 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 RMS 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 RMS and Council; or
  - (ii) sufficient financial information about the proposed assignee, or person is not provided to RMS and Council so as to enable a reasonable assessment of the matters contained in clause 18.1(b)(i).

### 18.2 Transfer Dealings

- (a) Subject to clause 18.3, 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.

### 18.3 Transfer of certain parts of the Land

The provisions of clauses 18.1 and 18.2 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.

## **19 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

## **20 Costs**

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

## **21 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.

## **22 Capacity of Parties**

### **22.1 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.

## **22.2 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.

## **22.3 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; and
- (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 action has been taken to authorise the execution and performance of this deed under the trust deed constituting the Redbank Unit Trust.

## **23 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 Landowner;
  - (ii) the Landowner 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 23(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.

## **24 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.

## **25 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.

## **26 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.

## **27 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.

## **28 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.

## **29 GST**

### **29.1 Construction**

In this clause 29 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.

### **29.2 Intention of the Parties**

Without limiting the operation of this clause 29, 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 29.3(b) below) on account of GST.

### **29.3 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.

#### **29.4 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 29.3 in respect of that reimbursement.

#### **29.5 No Merger**

This clause 29 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.

### **30 Relationship of Parties**

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

### **31 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.

### **32 Counterparts**

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

### **33 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 93F Requirement

Provision of the Act	This Agreement
<b>Under section 93F(1), the Developer has:</b>	
(a) sought a change to an environmental planning instrument.	(a) Yes
(b) made, or proposes to make, a development application.	(b) Yes (to be made at a later date)
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
<b>Description of the land to which this Agreement applies-</b> (Section 93F(3)(a))	See clause 4.1
<b>Description of the development to which this Agreement applies-</b> (Section 93F(3)(b)(ii))	See clause 4.1
<b>The scope, timing and manner of delivery of Development Contributions required by this Agreement -</b> (Section 93F(3)(c))	See schedule 2
<b>Applicability of Section 94 of the Act -</b> (Section 93F(3)(d))	Section 94 is wholly excluded as it applies to the Land and the Development.
<b>Applicability of Section 94A of the Act -</b> (Section 93F(3)(d))	Section 94A is wholly excluded as it applies to the Land and the Development.
<b>Applicability of Section 94EF of the Act -</b> (Section 93F(3)(d))	Section 94EF is not excluded as it applies to the Land and the Development.
<b>Applicability of Section 93F(3)(e) of the Act</b>	Not Applicable.
<b>Mechanism for Dispute resolution -</b> (Section 93F(3)(f))	See clause 14
<b>Enforcement of this Agreement -</b> (Section 93F(3)(g))	See clauses 15, 12 and 6.3
<b>Registration of this Agreement</b> (Section 93H)	Clause 12
<b>No obligation to grant consent or exercise functions -</b> (Section 93F(9))	See clause 17 and 26.

## **Schedule 2**

### **Development Contributions**

IDENTIFYING INFORMATION ONLY - TO BE MINIMISED ONCE SCHEDULE INSERTED INTO VPA DOCUMENT FOR EXECUTION	
<b>Project:</b>	North Richmond - REDBANK
<b>Developer:</b>	North Richmond Joint Venture
<b>Date :</b>	12/03/2014
<b>By:</b>	NORTH RICHMOND JOINT VENTURE - Revision W (to accompany VPA document Version 13, 12/03/14).
<b>Document:</b>	DRAFT VOLUNTARY PLANNING AGREEMENT (VPA) - SCHEDULE FOR COUNCIL APPROVAL & RE - EXHIBITION
<b>Comment:</b>	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, RMS review & m'up 16/08, HCC review & m'up 10/10, meeting between RMS,HCC & NRJV 11/10/13, RMS & HCC reviews recieved 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then RMS 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corr/adust to 12/03/14.

TABLE 1 – Works Contributions							
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	
No #	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	
Transport							
1.1	Intersection / road upgrades to TfNSW / RMS infrastructure as per TMAP -  PRIMARY - MONETARY CONTRIBUTION (MC) TO RMS Alternate - Deliver TMAP upgrade as Works In Kind (WIK) by Developer  * A - Upgrade of Bells Line of Road / Grose Vale Road / Terrace Rd - SLD (Seniors Living Development) transferred as per TMAP,  * B - Upgrade of Kurrajong Rd / Old Kurrajong Rd / Yarramundi Lane - short term as per TMAP,  * C - Upgrade of Kurrajong Rd / Bosworth Street / March St - short term as per TMAP,  * D - Upgrade of Bells Line of Road / Grose Vale Road / Terrace Rd - medium term as per TMAP.	Refer to Annexure B & TMAP.	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 a Subdivision Certificate for the creation of the Urban Lots ('release') as below or such later date as agreed by the Parties -  * A - PRIMARY -MC to RMS \$375,648 prior to 'release' of 121st Urban Lot, Alternate - WIK to release 461st Urban Lot  * B - PRIMARY -MC to RMS \$1,589,280 prior to 'release' of 121st Urban Lot, Alternate - WIK to release 461st Urban Lot,  * C - PRIMARY -MC to RMS \$84,624 prior to 'release' of 121st Urban Lot, Alternate - WIK to release 461st Urban Lot,  * D - PRIMARY -MC to RMS \$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 CPI or Roads Cost index (tbc by agreement between the RMS and Developer).  RMS Decision Point 1 (DP-1) (July 2014) - RMS to advise Parties of RMS proceeding or not proceeding with Bells Line of Road (Short Term Works). If proceeding, PRIMARY -MC to apply as per above. If not proceeding, WIK to proceed on the identified intersections as per Column 1 and Column 4.  RMS Decision Point 2 (March 2015) - Latest date that RMS can reverse RMS decision of not proceeding with Bells Line of Road (Short Term Works) at DP1 and recieve PRIMARY -MC (less Design and Approval costs to date). If decision not reversed, Alternate WIK to proceed as per above.	Everyday public and private vehicular traffic management	See Annexure D  * A – for Alternate - WIK only - upgrade of westbound egress and merge lane - transferred from SLD, as per TMAP.  * B – for Alternate - WIK only - short-term upgrades identified by TMAP,  * C – for Alternate - WIK only - short-term upgrades identified by TMAP,  * 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.	Pre-Construction Performance Bond - NO additional Security Amount required as security arrangements to be provided as per agreed WAD.  Post - Construction Defects Liability Period Bond - NO additional Security Amount required as security arrangements to be provided as per agreed WAD.	Pre-Construction Performance Bond - Timing as per WAD.  Post Construction Defects Liability Period Bond - Timing as per WAD.
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.							
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, RMS and Council.							
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 461st and 1001st Urban Lot as shown above.							
1.2	New Proposed Bridge (multispan), approach roads & intersections, for crossing at Yarramundi of Grose River. Preparation of - * Necessary investigations, studies and concept design for the Development Application,  * Submission of the Development Application to the Relevant Authority for Development Approval (Milestone 1),  * Approval by Relevant Authority (Milestone 2),  * Subject to approval of the Development Application from the Relevant Authority, then preparation of the Construction Documentation, & submission to Relevant Authority (Milestone 3),  * Should approval of the Development Application or Construction Documentation not be obtained then make the Monetary Contribution for this item to the Relevant Authority.	Refer to Item 1.3 below.	All tasks required to reach Milestone 1 - - 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 121st Urban Lot or such later date as agreed between the Parties.  All tasks required to reach Milestone 2 - - will be sought from the Relevant Authority for Development Approval prior to the issue of a Subdivision Certificate for the creation of the 341st Urban Lot or such later date as agreed between the Parties.  All tasks required to reach Milestone 3 - - 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 461st Urban Lot or such later date as agreed between the Parties.	Everyday public and private vehicular traffic management	See Annexure D Milestone 1 Preparation and lodgement of - * Concept Design, * REF, * Development Application, - to a suitable standard necessary to be assessed for Development Approval of the multispan bridge and approaches from Grose Vale Road to Castlereagh Rd, generally as identified in the TMAP and diagrams in Annexure D.  Milestone 3 Preperation and lodgement of - * Detailed Design, * Review and amendment of Yarramundi Reserve Plan of Management including identification of any remediation and improvement works necessary to enable multispan bridge, - to a suitable standard necessary to be assessed for Construction Documentation Approval of the multispan bridge and approaches from Grose Vale Road to Castllereagh Rd, generally as identified in the TMAP and diagrams in Annexure D.	Pre-Construction Performance Bond - documentation only, therefore NO additional Security Amount required.  Post Construction Defects Liability Period Bond - documentation only, therefore NO additional Security Amount required.	Pre-Construction Performance Bond - documentation only, therefore timing not required.  Post Construction Defects Liability Period Bond - documentation only, therefore timing not required.
Note 1.2 - 1: Completion of Milestone 1 is required in order to release the Subdivision Certificate which includes the 121st Urban Lot as shown above.							
Note 1.2 - 2: Completion of Milestone 2 is required in order to release the Subdivision Certificate which includes the 341st Urban Lot as shown above.							
Note 1.2 - 3: Completion of Milestone 3 is required in order to release the Subdivision Certificate which includes the 461st Urban Lot as shown above.							

IDENTIFYING INFORMATION ONLY - TO BE MINIMISED ONCE SCHEDULE INSERTED INTO VPA DOCUMENT FOR EXECUTION	
<b>Project:</b>	North Richmond - REDBANK
<b>Developer:</b>	North Richmond Joint Venture
<b>Date :</b>	12/03/2014
<b>By:</b>	NORTH RICHMOND JOINT VENTURE - Revision W (to accompany VPA document Version 13, 12/03/14).
<b>Document:</b>	DRAFT VOLUNTARY PLANNING AGREEMENT (VPA) - SCHEDULE FOR COUNCIL APPROVAL & RE - EXHIBITION
<b>Comment:</b>	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, RMS review & m'up 16/08, HCC review & m'up 10/10, meeting between RMS,HCC & NRJV 11/10/13, RMS & HCC reviews recieved 02/12/13, offer revised by NRJV 06/12/13, meeting with HCC 10/12 & then RMS 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corr/adust to 12/03/14.

TABLE 1 – Works Contributions - CONTINUED							
No #	Column 1		Column 2	Column 3	Column 4	Column 5	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
Transport - CONTINUED							
1.3	In accordance with the provisions of Clause 7 of the Agreement, subject to the conditions of a Development Approval, either -  (a) Construct the New Proposed Bridge (multi-span) crossing at Yarramundi of the Grose River, including road approaches / upgrades between Springwood Rd and Grose Vale Rd, new Road / Springwood Rd intersection, and Springwood Rd / Castlereagh Rd intersection, including the cost of any road acquisitions between Grose Vale Rd and Springwood Rd intersection locations with the new bridge approach roads, will be selected as agreed by all the Parties.  or  (b) Pay the Monetary Contribution for the New Proposed Bridge (multi-span) works up to the Capped Amount,		Refer to Annexure B.  If (a) can occur due to Development Approval and Construction Certificate being granted at Item 1.2, Practical Completion of the Works is to occur prior to the issue of a Subdivision Certificate for the creation of the 641st Urban Lot or such later date as agreed by the Parties.  If - * the required Development Approval not being given at Item 1.2, detailed design will not proceed, monetary contribution to the Relevant Authority, will be undertaken in accordance with this Item and (b).  * the required Construction Certificate not being granted at Item 1.2, monetary contribution to the Relevant Authority, will be undertaken in accordance with this Item and (b).  If (b) occurs, payment of the Monetary Contribution will be made by the Developer to the Relevant Authority to be used for alternate works at the discretion of the Relevant Authority 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 expended to date in Item 1.2 to prepare and lodge the Development Application and to prepare and lodge the Construction Certificate application (regardless of the decision outcome), adjusted for CPI or Roads Cost index (tbc by agreement between the Parties).  These funds will be paid progressively as per Clause 7.2 (g) (vi) from prior the release of the 401st lot . If agreement not reached, determined under Clause 14.	Everyday public and private vehicular traffic management	See Annexure D. Upgrades between Castlereagh and Grose Vale Roads to be at a standard to meet road safety, capacity and pavement requirements for the projected traffic volumes utilising the road at the completion of the development (as defined in the TMAP). 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 lane and traffic calming measures. The design of the new Springwood Rd intersection and any improvements to Castlereagh Road intersection (if any) to be in accordance with Austroads Guide to Road Design and RMS 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 RMS (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 401st Urban Lot.  Post Construction Defects Liability Period Bond - prior to construction commencement for (a) only, not required for (b).
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 641st 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 recieve 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 - TO BE MINIMISED ONCE SCHEDULE INSERTED INTO VPA DOCUMENT FOR EXECUTION	
<b>Project:</b>	North Richmond - REDBANK
<b>Developer:</b>	North Richmond Joint Venture
<b>Date :</b>	12/03/2014
<b>By:</b>	NORTH RICHMOND JOINT VENTURE - Revision W (to accompany VPA document Version 13, 12/03/14).
<b>Document:</b>	DRAFT VOLUNTARY PLANNING AGREEMENT (VPA) - SCHEDULE FOR COUNCIL APPROVAL & RE - EXHIBITION
<b>Comment:</b>	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, RMS review & m'up 16/08, HCC review & m'up 10/10, meeting between RMS,HCC & NRJV 11/10/13, RMS & HCC reviews recieved 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then RMS 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corr/adust to 12/03/14.

TABLE 1 – Works Contributions - CONTINUED							
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	
No #	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	
Transport - CONTINUED							
1.5a	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 later 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 stop/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 461st Urban Lot or such later date as agreed by the Parties.	Everyday public transport use.	Concrete shared cycleway / pedestrian footpath to current Council standards to alignment proposed by the Developer and approved by Council.	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 461st Urban Lot as shown above.							
Community Facilities							
1.6a	In accordance with the provisions of Clause 7 of the Agreement, subject to the conditions of a Development Approval -  Construct a New multipurpose community centre of not less than 500m2 gross floor area, within Peel Park and/or the Land, directly adjacent the Land, including : - site works - kitchen - toilets - heritage interpretation area; - office - building perimeter landscaping - fit out and - air conditioning - car parking - utilities connection and external lighting.  With recreation / activity areas, outdoor facilities, landscaping and external recreation facilities to be provided in Peel Park as per Item 1.7.	Refer to Annexure B.	Council and the Developer will at their discretion determine the proposed location of the new community facility along with a draft design brief, no later than the issue of the relevant Subdivision Certificate for the181st Urban Lot, or such later date as agreed by the Parties.  The Development Application for the 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.  Practical Completion of 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.	Community centre for Community Use	General Specification (See Annexure D) & Specification for Medium finishes type Community Recreation Centre, Medium Standard as per Rawlinsons Australian Construction Handbook 2012.  If a 500m2 facility 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.	Pre-Construction Performance Bond - Bank Guarantee for full amount of Estimated Community Centre costs.  Post Construction Defects Liability Period Bond - 5% of Construction Value of works.	Pre-Construction Performance Bond - Prior to issue of the relevant Subdivision Certificate for the 601st Urban Lot.  Post Construction Defects Liability Period Bond - prior to construction commencement for (a) only, not required for (b).
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.							

IDENTIFYING INFORMATION ONLY - TO BE MINIMISED ONCE SCHEDULE INSERTED INTO VPA DOCUMENT FOR EXECUTION	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date :	12/03/2014
By:	NORTH RICHMOND JOINT VENTURE - Revision W (to accompany VPA document Version 13, 12/03/14).
Document:	DRAFT VOLUNTARY PLANNING AGREEMENT (VPA) - SCHEDULE FOR COUNCIL APPROVAL & RE - EXHIBITION
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, RMS review & m'up 16/08, HCC review & m'up 10/10, meeting between RMS,HCC & NRJV 11/10/13, RMS & HCC reviews recieved 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then RMS 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corr/adust to 12/03/14.

TABLE 1 – Works Contributions - CONTINUED							
	Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
No #	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
Child Care Facilities							
1.6b	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 301st 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 301st Urban Lot as shown above.						



IDENTIFYING INFORMATION ONLY - TO BE MINIMISED ONCE SCHEDULE INSERTED INTO VPA DOCUMENT FOR EXECUTION	
<b>Project:</b>	North Richmond - REDBANK
<b>Developer:</b>	North Richmond Joint Venture
<b>Date :</b>	12/03/2014
<b>By:</b>	NORTH RICHMOND JOINT VENTURE - Revision W (to accompany VPA document Version 13, 12/03/14).
<b>Document:</b>	DRAFT VOLUNTARY PLANNING AGREEMENT (VPA) - SCHEDULE FOR COUNCIL APPROVAL & RE - EXHIBITION
<b>Comment:</b>	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, RMS review & m'up 16/08, HCC review & m'up 10/10, meeting between RMS,HCC & NRJV 11/10/13, RMS & HCC reviews recieved 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then RMS 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corr/adust to 12/03/14.

TABLE 1 – Works Contributions - CONTINUED							
No #	Column 1	Column 2	Column 3	Column 4	Column 5	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	
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 181st 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 321st Urban Lot.  Practical Completion of the Works is to occur prior to the issue of a Subdivision Certificate including the 601st 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 to have received Practical Completion in order to release the Subdivision Certificate which includes the 601st 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 on 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 accordnace 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.
1.8a	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 - TO BE MINIMISED ONCE SCHEDULE INSERTED INTO VPA DOCUMENT FOR EXECUTION	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date :	12/03/2014
By:	NORTH RICHMOND JOINT VENTURE - Revision W (to accompany VPA document Version 13, 12/03/14).
Document:	DRAFT VOLUNTARY PLANNING AGREEMENT (VPA) - SCHEDULE FOR COUNCIL APPROVAL & RE - EXHIBITION
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, RMS review & m'up 16/08, HCC review & m'up 10/10, meeting between RMS,HCC & NRJV 11/10/13, RMS & HCC reviews recieved 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then RMS 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corr/adust to 12/03/14.

TABLE 1 – Works Contributions - CONTINUED						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
No #	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
Open Space & Drainage - CONTINUED						
1.8b-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). 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 inclusion 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)
1.8b-2	Passive Recreation:  PASSIVE PARKLANDS - Local, as per HCC Planning and Design Guidelines (1(c)).	As above (see 1.8)	As above (see 1.8)	As above (see 1.8). Passive Recreation local level embellishment to include the following subject to item footprint and available space: 1. On Street parking, 2. Picnic areas,  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 - TO BE MINIMISED ONCE SCHEDULE INSERTED INTO VPA DOCUMENT FOR EXECUTION	
Project:	North Richmond - REDBANK
Developer:	North Richmond Joint Venture
Date :	12/03/2014
By:	NORTH RICHMOND JOINT VENTURE - Revision W (to accompany VPA document Version 13, 12/03/14).
Document:	DRAFT VOLUNTARY PLANNING AGREEMENT (VPA) - SCHEDULE FOR COUNCIL APPROVAL & RE - EXHIBITION
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, RMS review & m'up 16/08, HCC review & m'up 10/10, meeting between RMS,HCC & NRJV 11/10/13, RMS & HCC reviews recieved 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then RMS 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corr/adust to 12/03/14.

TABLE 1 – Works Contributions - CONTINUED							
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	
No #	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	
Open Space & Drainage - CONTINUED							
1.8c	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)	As above (see 1.8)	
1.8d	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)	As above (see 1.8)	
1.8e	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)	As above (see 1.8)	

IDENTIFYING INFORMATION ONLY - TO BE MINIMISED ONCE SCHEDULE INSERTED INTO VPA DOCUMENT FOR EXECUTION	
<b>Project:</b>	North Richmond - REDBANK
<b>Developer:</b>	North Richmond Joint Venture
<b>Date :</b>	12/03/2014
<b>By:</b>	NORTH RICHMOND JOINT VENTURE - Revision W (to accompany VPA document Version 13, 12/03/14).
<b>Document:</b>	DRAFT VOLUNTARY PLANNING AGREEMENT (VPA) - SCHEDULE FOR COUNCIL APPROVAL & RE - EXHIBITION
<b>Comment:</b>	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, RMS review & m'up 16/08, HCC review & m'up 10/10, meeting between RMS,HCC & NRJV 11/10/13, RMS & HCC reviews recieved 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then RMS 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corr/adust to 12/03/14.

TABLE 2 – Maintenance Works Contributions							
	Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
No #	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
Open Space and 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 for 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 Lands							
	Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
No #	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 4, the Developer must dedicate any areas of the Community Centre Land which is located within the Redbank project site. The total area is to comprise an area of not less than 1000 square metres, whether on Peel Park and/or adjacent Peel Park on the Land.	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 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 - TO BE MINIMISED ONCE SCHEDULE INSERTED INTO VPA DOCUMENT FOR EXECUTION	
<b>Project:</b>	North Richmond - REDBANK
<b>Developer:</b>	North Richmond Joint Venture
<b>Date :</b>	12/03/2014
<b>By:</b>	NORTH RICHMOND JOINT VENTURE - Revision W (to accompany VPA document Version 13, 12/03/14).
<b>Document:</b>	DRAFT VOLUNTARY PLANNING AGREEMENT (VPA) - SCHEDULE FOR COUNCIL APPROVAL & RE - EXHIBITION
<b>Comment:</b>	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, RMS review & m'up 16/08, HCC review & m'up 10/10, meeting between RMS,HCC & NRJV 11/10/13, RMS & HCC reviews recieved 02/12/13, offer revised by NRJV 061213, meeting with HCC 10/12 & then RMS 19/12, HCC & NRJV final legal reviews prior re-exhib to 03/03/14, HCC & NRJV minor corr/adust to 12/03/14.

TABLE 4 – Funding							
	Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
No #	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 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 additional Security required for Contribution activities	Timing not required.
4.2	Developer to assist and ensure a third party, being an approved child care operator, can construct and establish a child care centre within the Redbank development, on the land established with Item 1.6b.	N/A	Practical completion and full opening of a new child care centre prior to the issue of Subdivision Certificate including the 601st 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 additional 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 report to proceed to exhibition.	N/A	On the Commencement Date	Support the application of ongoing Council resources to delivery of Redbank project.	N/A	NO additional Security required for Monetary 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 the 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 additional Security required for Monetary Contribution activities	Timing not required.

## **Schedule 2A**

**Bank Guarantees for incorporation into proposed WAD for New Proposed Bridge (Multispan) and Road Approaches**

North Richmond VPA Bank Guarantee / Release/s & Monetary Contributions 12/03/14 VPA Rev 13 & VPA Schedule Rev W		Scenario 1 Bridge Approved - Works in Kind - Build New Multispan Bridge & Approaches					Scenario 2 & 3 - No Bridge Approval - Monetary Contribution - Payments to Relevant Authority						
Milestone	Value (\$)	Funds expended / Guarantees lodged		Guarantees returned to developer		Value of Design Approvals & Security held	Scenario 2 - NO Bridge decision at DA				Scenario 3 - NO Bridge decision at CC		
		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 / RMS	Value of Design & Approvals / Security held & Monetary Contribution	Cost - Fees - Guarantees Lodged & Guarantees being Released (in red)	Monetary Contributions to HCC / RMS	Value of Design & Approvals / Security held & Monetary Contribution
Cost of Bridge & Approaches for Monetary Contribution as agreed to by RMS 6/11/13.			\$23,825,000					\$23,825,000			\$23,825,000		
Costs & Fees (REF, 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		341				\$740,000	341			\$740,000			\$740,000
Prior to Bridge Commencement	50% Bank Guarantee (made up of 6 separate bank guarantees - see below)	401	\$11,912,500			\$12,652,500	401	\$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		461	\$810,000			\$13,462,500	461			\$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 Gurantee value breakup here		
Bank Guarantee 1	Site Establishment & In-Ground Works	521		-5.0%	(\$595,625)	\$12,866,875	501	(\$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	601	(\$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	701	(\$1,985,417)	\$1,985,417	\$23,825,000	(\$1,985,417)	\$1,985,417	\$23,825,000
Bank Guarantee 4	Approach Road Works			-35.0%	(\$4,169,375)	\$3,932,500	801	(\$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	641		-17.5%	(\$2,084,688)	\$1,847,813	901	(\$1,985,417)	\$1,985,417	\$23,825,000	(\$1,985,417)	\$1,985,417	\$23,825,000
Bank Guarantee 6	Defects Liability Period	761		-2.5%	(\$297,813)	\$1,550,000	1001	(\$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
				Total	(\$11,912,500)	BRIDGE DELIVERED	Total	\$23,825,000		ok	\$23,825,000		ok
				-100.0%				all bonds released and monetary contribution completed			all bonds released and monetary contribution completed		

Notes -

The Bank Guarantees comprises a total value of \$11,912,500, which is the same for all three scenarios. These significant Bank Gurantees are in addition to three key additional guarantees and "fast tracking" of major infrastructure as now established with the VPA being -  
  
1) Caveats on the Title of the land, until registration of this agreement,  
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 operational,  
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,  
4) The bridge and approaches has been significantly "fast tracked", being brought foward essentially two years from being operational by the 1001st lot, to now by the 641st lot.

The \$ 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 gurantee release is the same amount.

# Schedule 3

*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**”)

Roads & Maritime Services (“**RMS**”)

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 comprised of Lots 271, 272 and 273 in Deposited Plan 1156792, North Richmond (**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 13<sup>th</sup> 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 14<sup>th</sup> June 2012 and received Gateway determination on 27<sup>th</sup> July 2012.

Conditions of the Gateway Determination were then fulfilled through 2012 and 2013, culminating in approval by Council on the 26<sup>th</sup> 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 Roads and Maritime Services (RMS) 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.

Executed as a deed

**Executed 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 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 **Roads and Maritime Services** (ABN 76 236 371 088) by its authorised delegate:

*[Confirm Execution Block]*

)

)

.....  
Witness

.....  
Authorised Delegate

.....  
Name of Witness (print)

.....  
Name of Delegate (print)

# **Annexure A**

## **Deed of Novation for Planning Agreement**



---

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

---

Roads and Maritime Services

---

***[Insert Name of New Developer/Land Owner]***

---

# Deed of Novation for Planning Agreement

# Contents

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

Date

## Parties

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

**Roads and Maritime Services** ABN 76 236 371 088 a NSW Government Agency and corporation incorporated under section 46 of the *Transport Administration Act 1988* (NSW) of Level 9, 101 Miller Street, North Sydney, New South Wales, 2060 ("**RMS**").

**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 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 7, 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 7, 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 RMS 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, RMS 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: ***[Insert]***

Fax: ***[Insert]***

Contact Person: ***[Insert]***

Email: ***[Insert]***

# **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.

Executed as a deed

**Executed 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 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 **Roads and Maritime Services** )  
(ABN 76 236 371 088) by its authorised  
delegate:  
*[Confirm Execution Block]* )

.....  
Witness

.....  
Authorised Delegate

.....  
Name of Witness (print)

.....  
Name of Delegate (print)

# **Annexure B**

## **Contribution Location Plan**





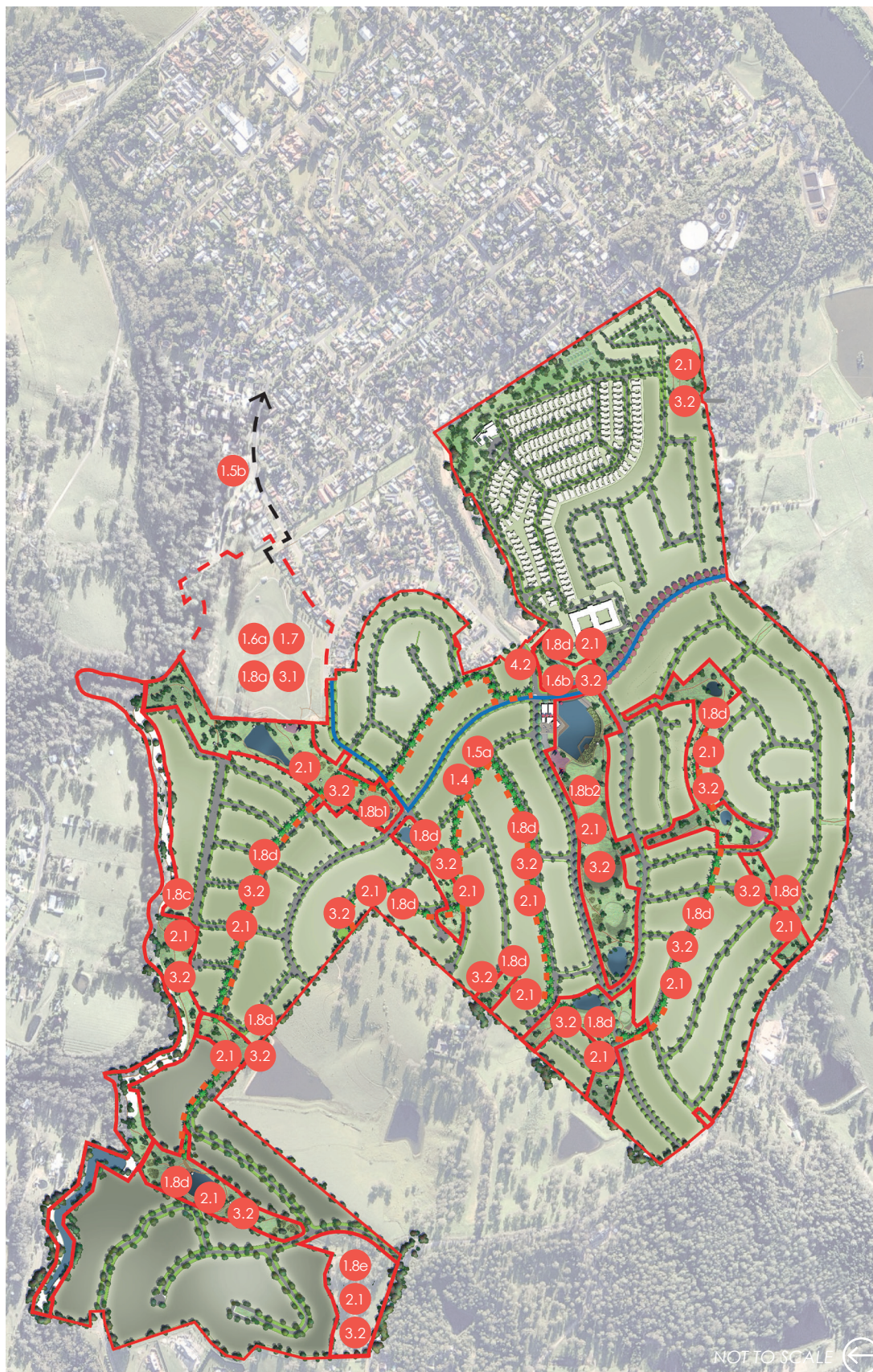
VPA VERSION 13 (12/03/14) SCHEDULE 2 ITEMS	
Transport	
1.1	Intersection / road upgrades.
1.1a	Upgrade of Bells Line of Rd/Grose Vale Rd/ Terrace Rd
1.1b	Upgrade of Kurrajong Rd/Old Kurrajong Rd/ yarramundi Lane
1.1c	Upgrade of Kurrajong Rd/Bosworth St/March St
1.1d	Upgrade of Bells Line of Rd/Grose Vale 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 footpath.
Community Facilities	
1.6a	Construct a New multipurpose community centre.
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 CMP.
1.8a	Active Recreation
1.8b-1	Passive Recreation (District Parkland)
1.8b-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.

## LEGEND

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

## VPA CONTRIBUTIONS PLAN 01 OF 02





VPA VERSION 13 (12/03/14) SCHEDULE 2 ITEMS	
Transport	
1.1	Intersection / road upgrades.
1.1a	Upgrade of Bells Line of Rd/Grose Vale Rd/ Terrace Rd
1.1b	Upgrade of Kurrajong Rd/Old Kurrajong Rd/ yarramundi Lane
1.1c	Upgrade of Kurrajong Rd/Bosworth St/March St
1.1d	Upgrade of Bells Line of Rd/Grose Vale Rd/ Terrace Rd
1.2	Approval for New Proposed Bridge (multispan) 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 footpath.
Community Facilities	
1.6a	Construct a New multipurpose community centre.
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 CMP.
1.8a	Active Recreation
1.8b-1	Passive Recreation (District Parkland)
1.8b-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.

## LEGEND

- Property Boundary
- Collector Road 1.4 1.5a
- - Shared Cycleway/Pedestrian Footpath 1.5b
- Keyline 1.8d 2.1 3.2

## VPA CONTRIBUTIONS PLAN 02 OF 02

# **Annexure C**

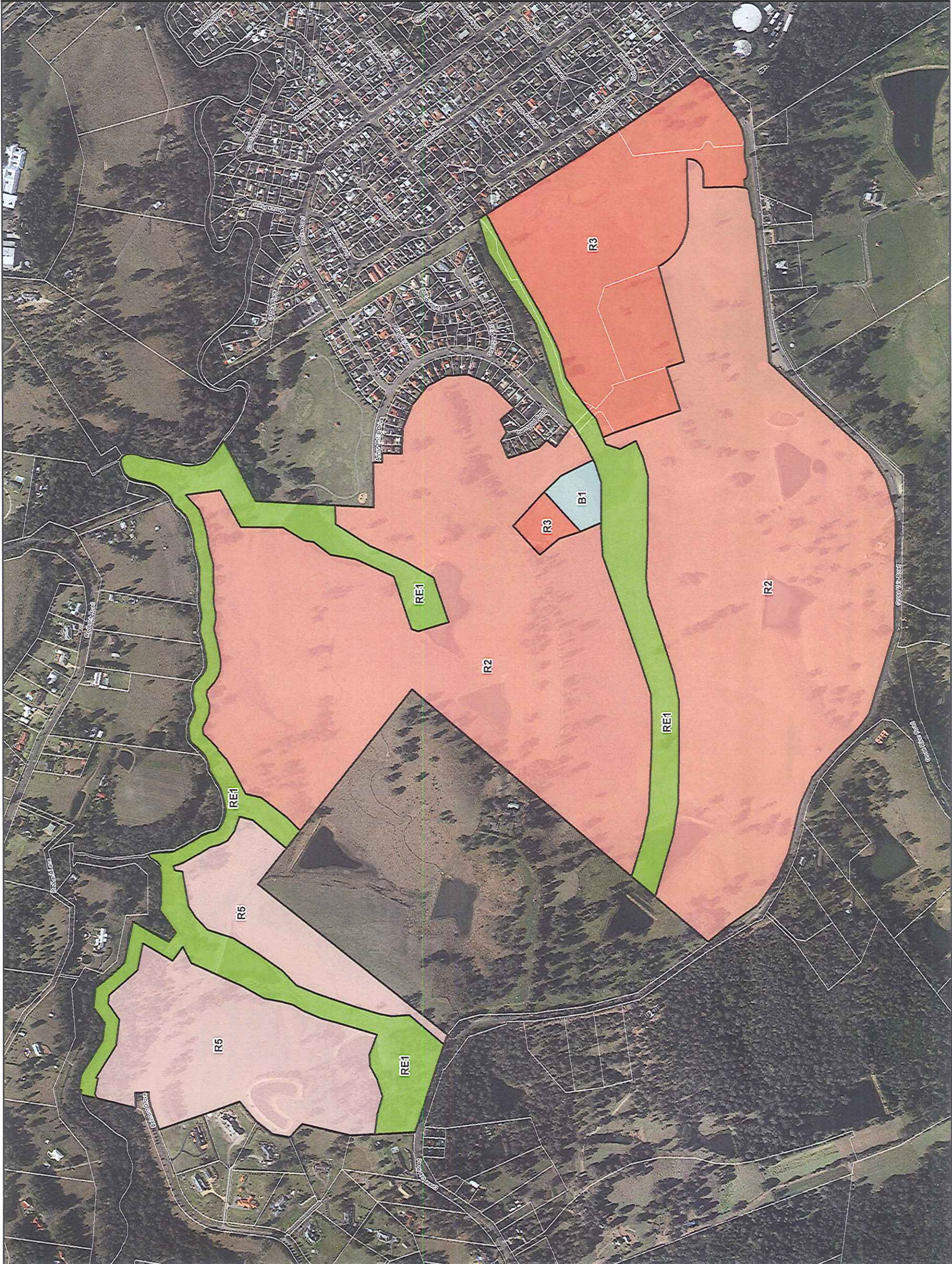
## **Zoning Map**





# HAWKESBURY CITY COUNCIL

PO Box 146, Windsor NSW 2756  
Website: [www.hawkesbury.nsw.gov.au](http://www.hawkesbury.nsw.gov.au)  
Email: [council@hawkesbury.nsw.gov.au](mailto:council@hawkesbury.nsw.gov.au)  
Hours: Monday to Friday 8.30am - 5.00pm  
Phone: 02 4560 4444

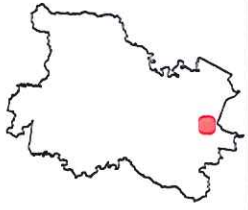


## Legend

- Land Parcels
- B1 Neighbourhood Centre
- R2 Low Density Residential
- R3 Medium Density Residential
- R5 Large Lot Residential
- RE1 Public Recreation



0 100 200 400  
Metres  
1:8,000 @ A3



This map cannot be reproduced without the permission of Hawkesbury City Council  
Copyright © Land and Property Information 2013  
Hawkesbury City Council 2013  
The scale displayed is approximate only. Hawkesbury City Council takes no responsibility for any errors or omissions. The assets shown on this map indicate the presence and general location only. Its accuracy or completeness is not guaranteed. Contours are to be used as a guide. A survey may be required for more accuracy.



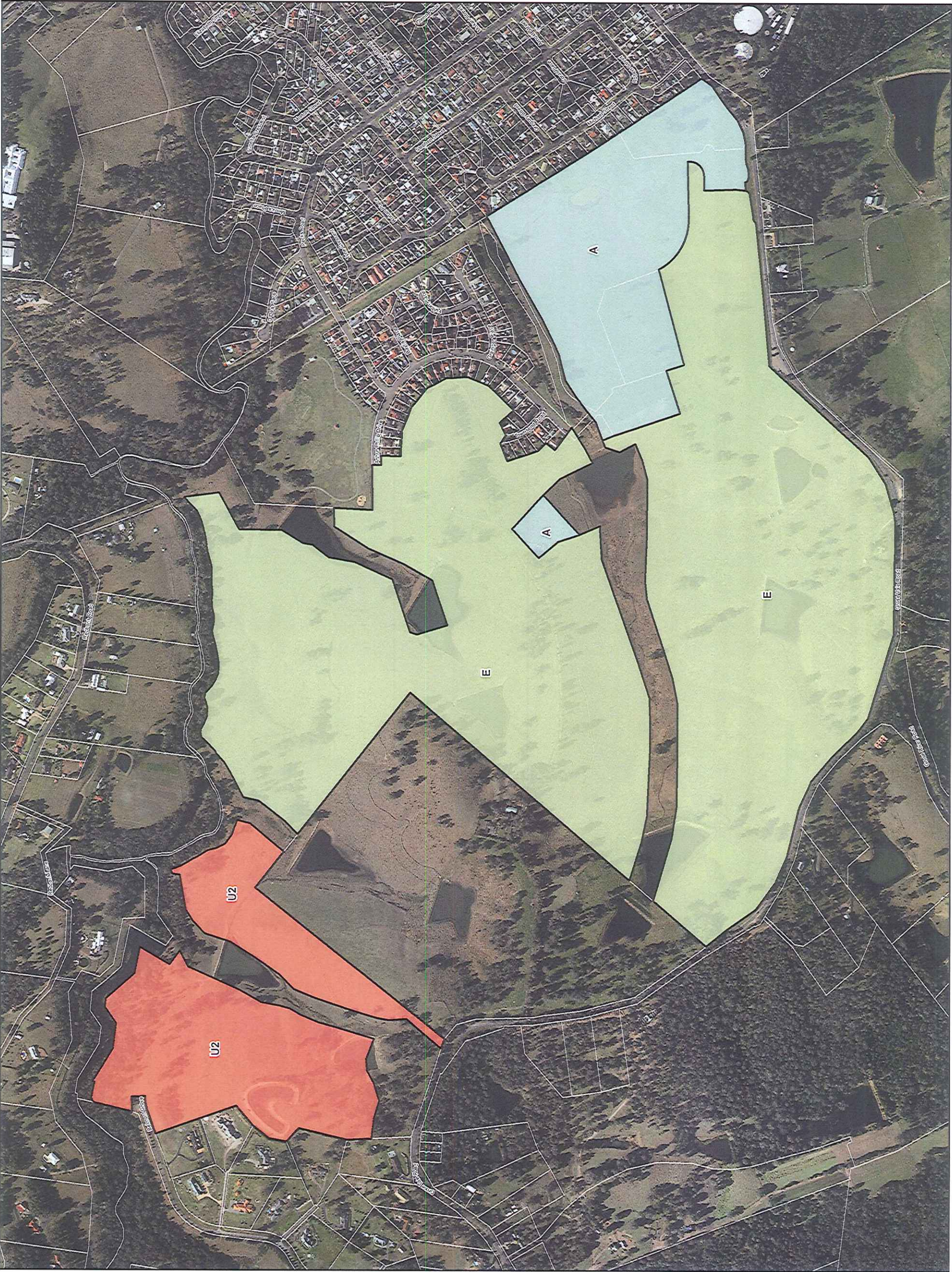






# HAWKESBURY CITY COUNCIL

PO Box 146, Windsor NSW 2756  
Website: [www.hawkesbury.nsw.gov.au](http://www.hawkesbury.nsw.gov.au)  
Email: [council@hawkesbury.nsw.gov.au](mailto:council@hawkesbury.nsw.gov.au)  
Hours: Monday to Friday 8.30am - 5.00pm  
Phone: 02 4560 4444



## Legend

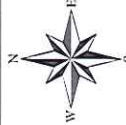
Land Parcels

Minimum Lot Size (sq m)

A 180

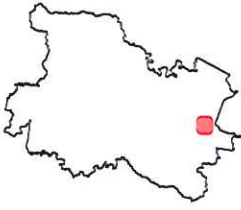
E 375

U2 1500



0 100 200 400  
Metres

1:8,000 @A3



This map cannot be reproduced without the permission of Hawkesbury City Council

Copyright © Land and Property Information 2013  
Hawkesbury City Council 2013

The scale displayed is approximate only. Hawkesbury City Council takes no responsibility for any errors or omissions. The assets shown on this map indicate the presence and general location only. Its accuracy or completeness is not guaranteed. Contours are to be used as a guide. A survey may be required for more accuracy.



# 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. RMS 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 / road upgrades to TfNSW / RMS 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 at Yarramundi of Grose River,
  - 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.

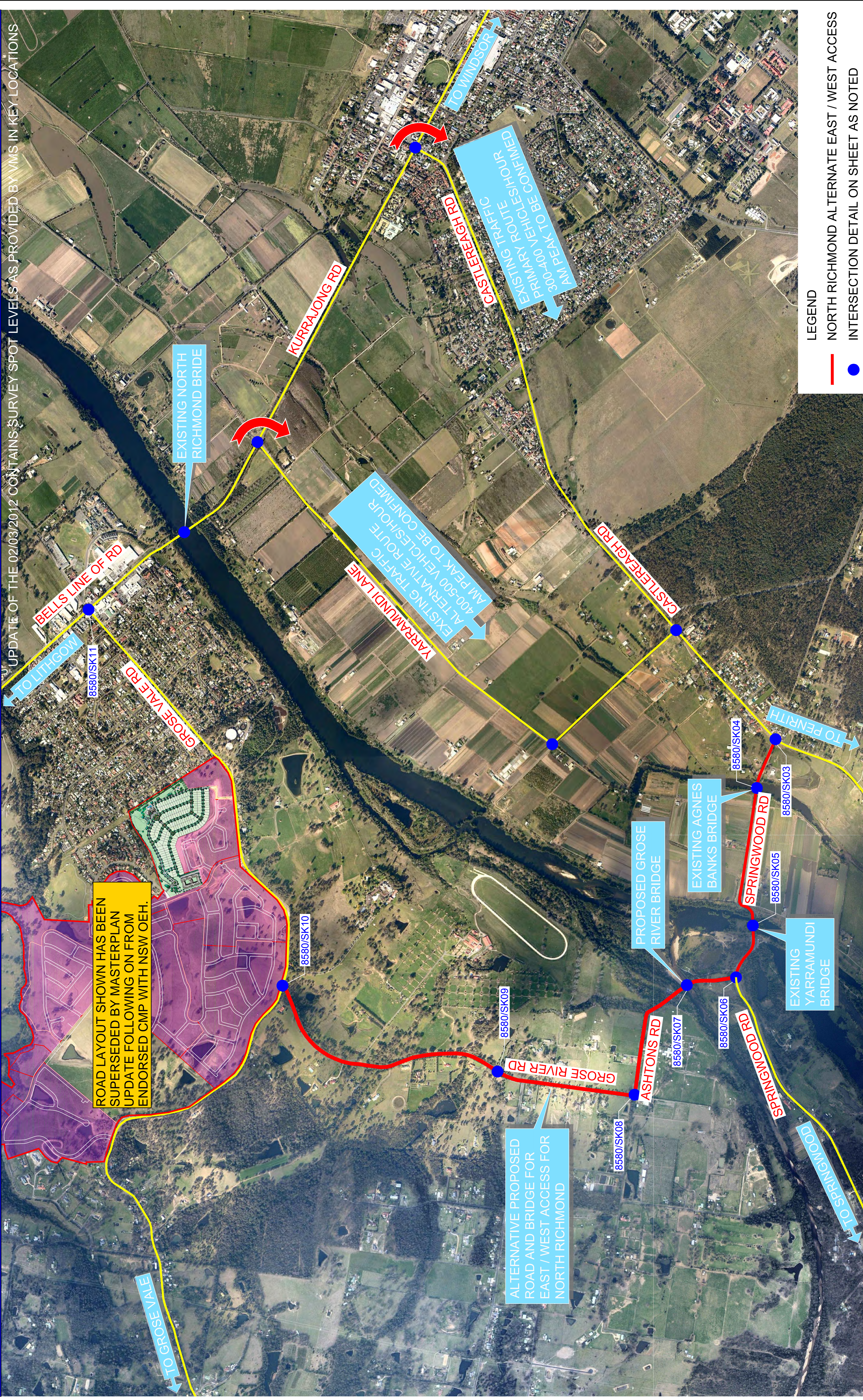
# **Annexure E**

## **Preliminary Concept Plans for New Proposed Bridge (Multispan)**



# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK02





# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK03



**EXISTING INTERSECTION OF SPRINGWOOD RD  
AND CASTLEREAGH ROAD**

- LINEWORK SHOWN REPRESENTATIVE OF CURRENT HAWKESBURY CITY COUNCIL ROAD EXTENTS
- SUITABILITY OF EXISTING / PROPOSED ROAD & INTERSECTION TREATMENTS SUBJECT TO TRAFFIC MODELING AND CURRENT CONSULTATION WITH HAWKESBURY COUNCIL, RTA & TfNSW



# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK04  
REV-A 02/03/2012

UPDATE OF THE 02/03/2012 CONTAINS SURVEY SPOT LEVELS AS PROVIDED BY VMS IN KEY LOCATIONS



## EXISTING AGNES BANKS BRIDGE

- LINEWORK SHOWN REPRESENTATIVE OF CURRENT HAWKESBURY CITY COUNCIL ROAD EXTENTS
- SUITABILITY OF EXISTING / PROPOSED BRIDGE & ROAD TREATMENTS SUBJECT TO TRAFFIC MODELING AND CURRENT CONSULTATION WITH HAWKESBURY COUNCIL, RTA & TfNSW



# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK05  
REV-A 02/03/2012



## EXISTING YARRAMUNDI BRIDGE

- LINEWORK SHOWN REPRESENTATIVE OF CURRENT HAWKESBURY CITY COUNCIL ROAD EXTENTS
- SUITABILITY OF EXISTING / PROPOSED BRIDGE & ROAD TREATMENTS SUBJECT TO TRAFFIC MODELING AND CURRENT CONSULTATION WITH HAWKESBURY COUNCIL, RTA & TfNSW

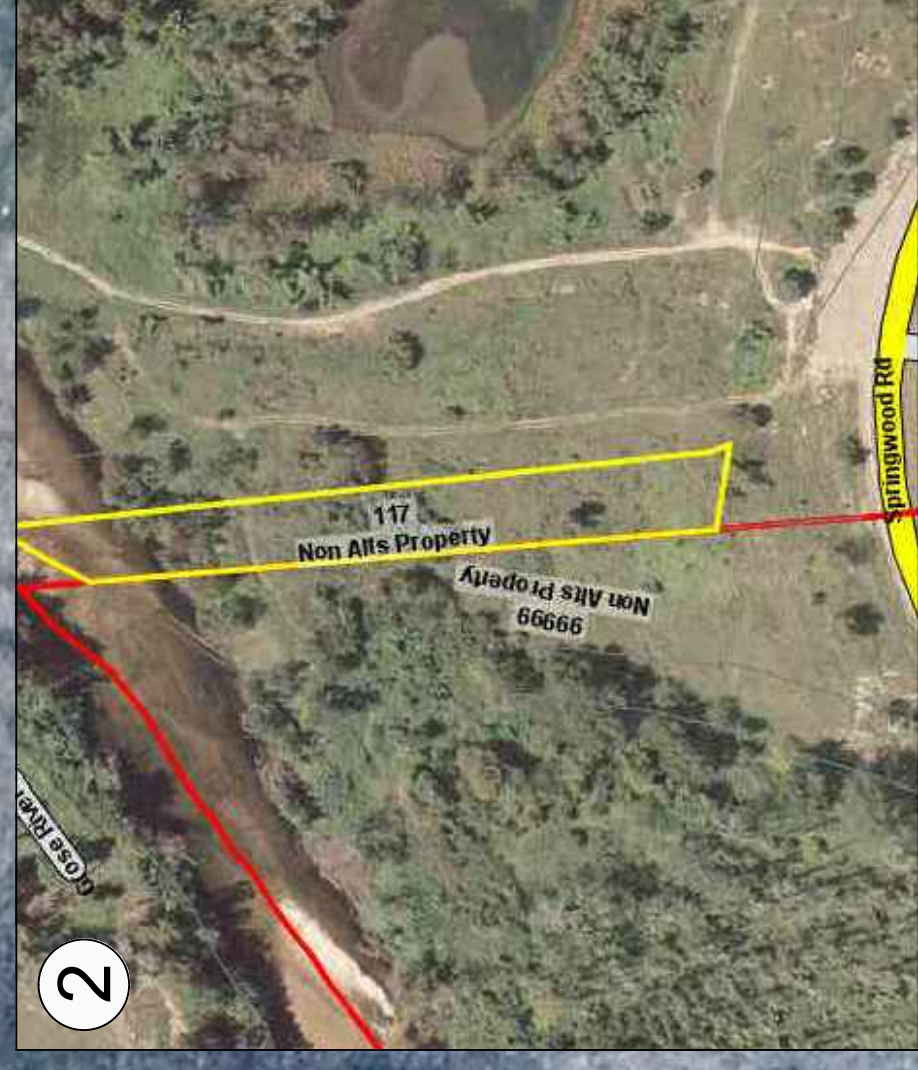


# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK06  
REV-A 02/03/2012



LEP SHOWING EXISTING ROAD RESERVE  
AND ADJACENT VACANT PROPERTY WHICH  
COULD BE CONSOLIDATED TO CONTAIN  
ROAD EXTENSION TO AND BRIDGE  
CROSSING OF GROSE RIVER



VACANT PROPERTY IDENTIFIED AS  
ADJACENT TO EXISTING ROAD RESERVE



## VACANT PROPERTY DIMENSIONS

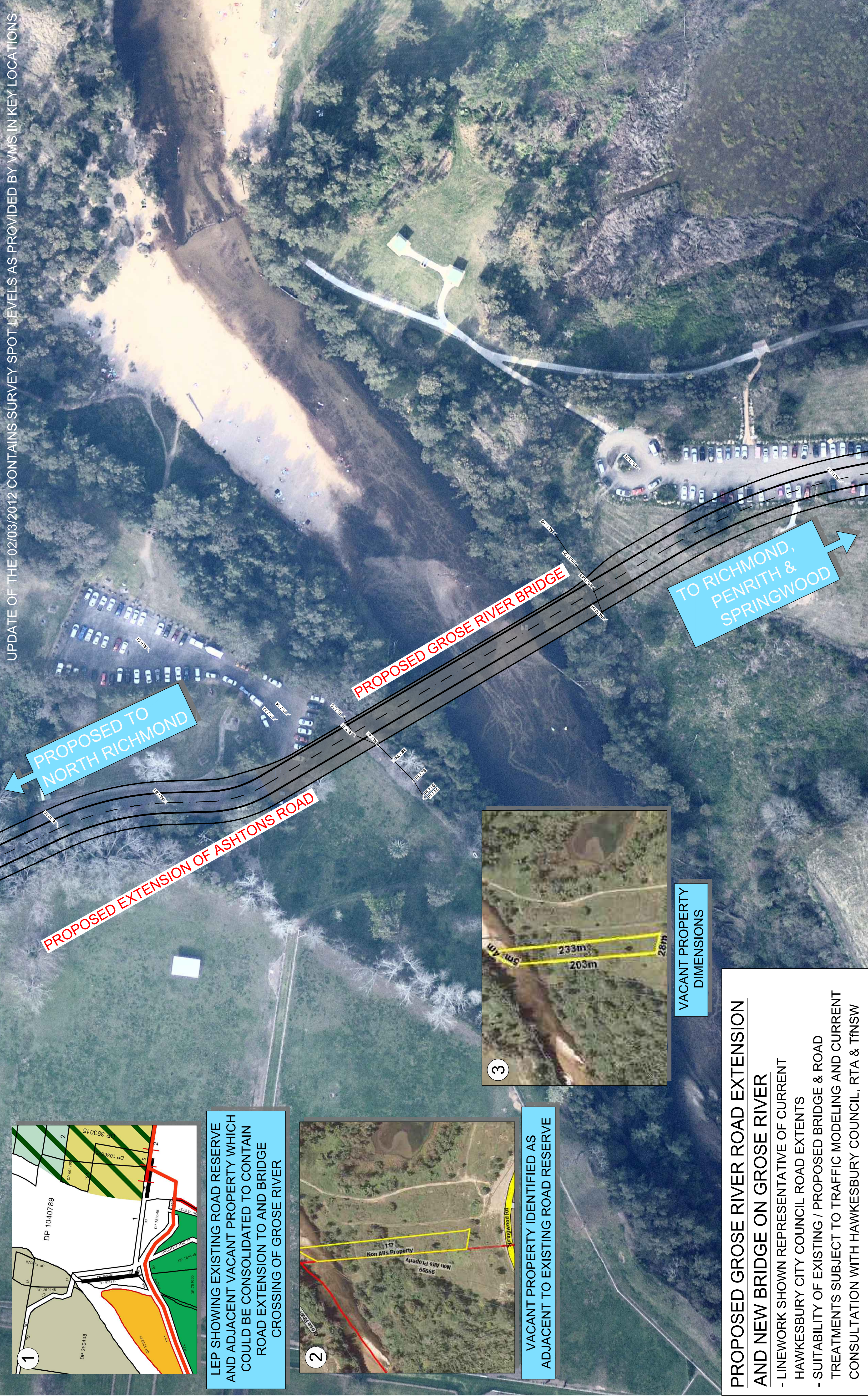
UPDATE OF THE 02/03/2012 CONTAINS SURVEY SPOT LEVELS AS PROVIDED BY VMS IN KEY LOCATIONS





# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK07  
REV-A 02/03/2012



## PROPOSED GROSE RIVER ROAD EXTENSION AND NEW BRIDGE ON GROSE RIVER

- LINEWORK SHOWN REPRESENTATIVE OF CURRENT HAWKESBURY CITY COUNCIL ROAD EXTENTS
- SUITABILITY OF EXISTING / PROPOSED BRIDGE & ROAD TREATMENTS SUBJECT TO TRAFFIC MODELING AND CURRENT CONSULTATION WITH HAWKESBURY COUNCIL, RTA & TfNSW



# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK08





# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK09  
REV-A 02/03/2012

UPDATE OF THE 02/03/2012 CONTAINS SURVEY SPOT LEVELS AS PROVIDED BY VMS IN KEY LOCATIONS



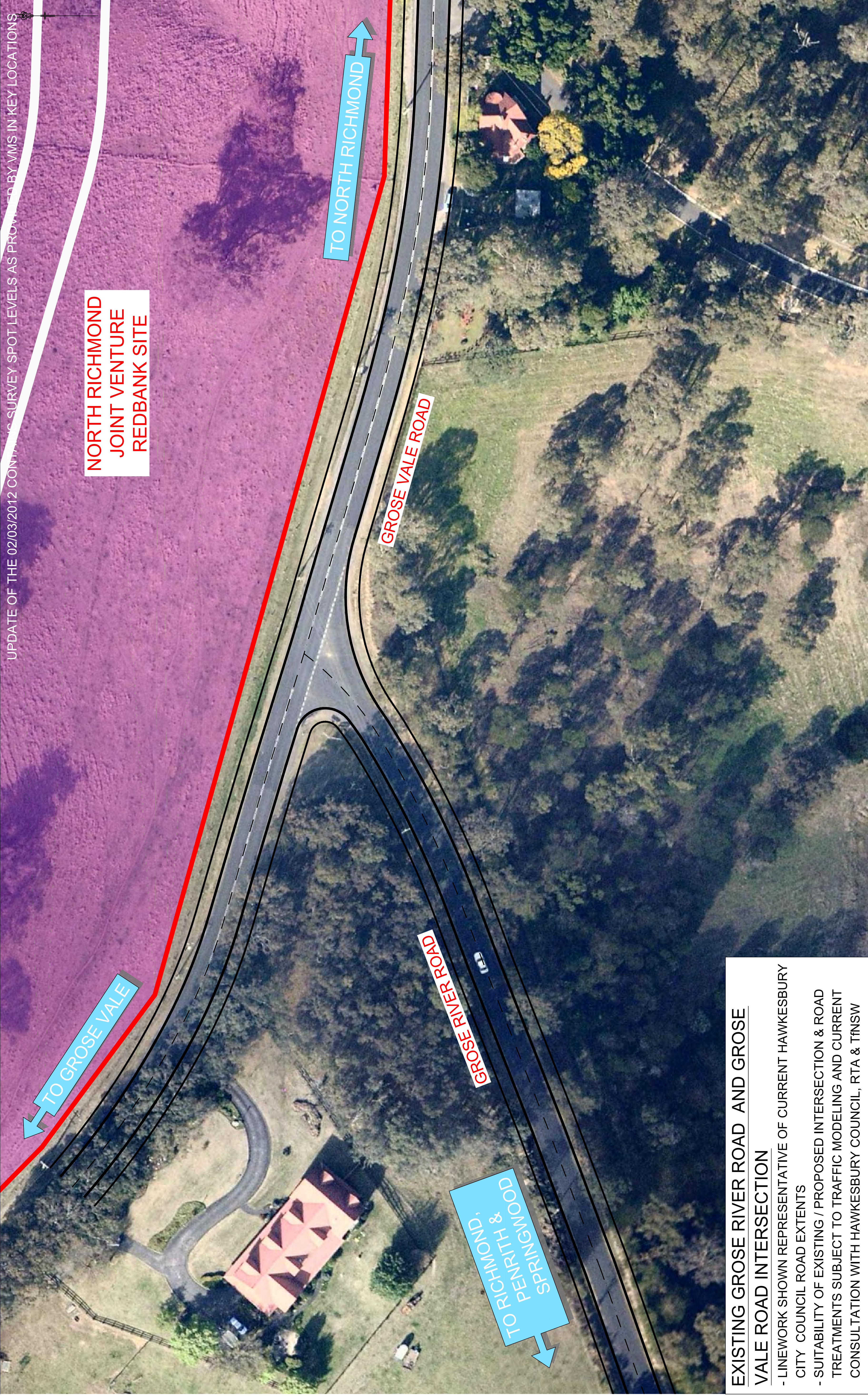
## EXISTING GROSE RIVER ROAD CULVERT

- LINEWORK SHOWN REPRESENTATIVE OF CURRENT HAWKESBURY CITY COUNCIL ROAD EXTENTS
- SUITABILITY OF EXISTING / PROPOSED CULVERT & ROAD TREATMENTS SUBJECT TO TRAFFIC MODELING AND CURRENT CONSULTATION WITH HAWKESBURY COUNCIL, RTA & TfNSW



# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK10



## EXISTING GROSE RIVER ROAD AND GROSE VALE ROAD INTERSECTION

- LINEWORK SHOWN REPRESENTATIVE OF CURRENT HAWKESBURY CITY COUNCIL ROAD EXTENTS
- SUITABILITY OF EXISTING / PROPOSED INTERSECTION & ROAD TREATMENTS SUBJECT TO TRAFFIC MODELING AND CURRENT CONSULTATION WITH HAWKESBURY COUNCIL, RTA & TfNSW



# NORTH RICHMOND JOINT VENTURE - REDBANK PROJECT ALTERNATE ACCESS EAST / WEST FOR NORTH RICHMOND

PRELIMINARY CONCEPT  
8580/SK17  
REV-A 02/03/2012

