

Deed

Wentworth Point Community Facility and Library Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

**Auburn City Council
Fairmead Business Pty Ltd**

Date: 7 JULY 2015.

© Lindsay Taylor Lawyers

Wentworth Point Community Facility and Library Planning Agreement

Table of Contents

Summary Sheet.....	4
Parties.....	6
Background.....	6
Operative provisions.....	6
Part 1 - Preliminary	6
1 Interpretation.....	6
2 Status of this Deed	9
3 Commencement	9
4 Application of this Deed	9
5 Warranties	10
6 Further agreements	10
7 Application of s94, s94A and s94EF of the Act to the Development.....	10
Part 2 – Development Contributions	10
8 Provision of Development Contributions	10
9 Dedication of land.....	11
10 Carrying out of Work.....	11
11 Variation to Work	11
12 Acceptance of risk in Works	12
13 Access to land by Developer	12
14 Access to land by Council.....	12
15 Council's obligations relating to Work.....	12
16 Protection of people, property & utilities	13
17 Repair of damage	13
18 Completion of Work	13
19 Rectification of defects.....	13
20 Works-As-Executed-Plan.....	14
21 Approval of Strata Documents.....	14
Part 3 – Dispute Resolution	14
22 Dispute resolution – expert determination.....	14
23 Dispute Resolution - mediation.....	15
Part 4 - Enforcement.....	15

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

24	Security for the carrying out of Works	15
25	Acquisition of land required to be dedicated.....	16
26	Breach of obligations	17
27	Enforcement in a court of competent jurisdiction	17
Part 5 – Registration & Restriction on Dealings.....		18
28	Registration of this Deed	18
29	Restriction on dealings	18
Part 6 – Indemnities & Insurance.....		19
30	Release.....	19
31	Indemnity	19
32	Insurance	19
Part 7 – Other Provisions.....		20
33	Notices	20
34	Approvals and Consent	21
35	Costs.....	21
36	Entire Deed.....	21
37	Further Acts	21
38	Governing Law and Jurisdiction	21
39	Joint and Individual Liability and Benefits.....	22
40	No Fetter	22
41	Illegality	22
42	Severability	22
43	Amendment	22
44	Waiver.....	22
45	GST.....	23
46	Explanatory Note	24
Schedule 1.....		25
Schedule 2.....		27
Schedule 3.....		40
Execution.....		42
Appendix		43

Wentworth Point Community Facility and Library Planning Agreement

Summary Sheet

Council:

Name: Auburn City Council
Address: PO Box 118, Auburn NSW 1835
Telephone: 9735 1222
Facsimile: 9643 1120
Email: auburncouncil@auburn.nsw.gov.au
Representative: The General Manager

Developer:

Name: Fairmead Business Pty Limited
Address: Suite 101, 25 Angas Street Meadowbank NSW 2114
Telephone: (02) 8878 6900
Facsimile: (02) 8878 6997
Email: paul.addison@billbergia.com.au
Representative: Paul Addison

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Clause 8 and Schedule 1.

Application of s94, s94A and s94EF of the Act:

See clause 7.

Security:

See Part 4.

Registration:

See clause 28.

Restriction on dealings:

See clause 29.

Dispute Resolution:

See Part 3.

Wentworth Point Community Facility and Library Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Auburn City Council ABN 63 914 691 587 of PO Box 118 Auburn 1835 (**Council**)
and

Fairmead Business Pty Ltd ABN 76 069 006 426 of Suite 101, 25 Angas Street
Meadowbank NSW 2114 (**Developer**)

Background

- A The Developer is the owner of the Land.
- B The Developer has been granted Development Consent for the carrying out of the Development.
- C The Developer is prepared to make Development Contributions in accordance with this Deed.

Operative provisions

Part 1 - Preliminary

1 Interpretation

- 1.1 In this Deed the following definitions apply:

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

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank Limited,
 - (iv) National Australia Bank Limited,
 - (iv) St George Bank Limited,
 - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Block B means the part of the Land outlined and marked as 'B' on the Development Concept Plan.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Compliance Certificate has the same meaning as in the Act.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Deed means this Deed and includes any schedules, annexures and appendices to this Deed.

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

Defects Liability Period means the period of 1 year commencing on the day immediately after a Work is completed for the purposes of this Deed.

Development means the development described in DA 296/2014.

Development Application has the same meaning as in the Act.

Development Concept Plan means the plan in Schedule 3.

Development Consent has the same meaning as in the Act.

Development Contribution means the dedication of land free of cost and the carrying out of the Work **required under this Deed**.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

Equipment means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.

Final Lot means a lot created in the Development for separate residential, commercial or retail occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

- (b) on which is situated a dwelling-house that was in existence on the date of this Agreement.

Floor Space has the same meaning as in the *Homebush Bay West Development Control Plan 2004*.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as 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.

Item means an item specified in Column 1 of the Table in Schedule 1.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991*.

Land means Lot 8 in DP270778.

LPI means Land and Property Information.

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work.

Occupation Certificate has the same meaning as in the Act.

Party means a party to this Deed.

Rectification Notice means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct.

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

Security means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council.

WHS Laws means the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.

Work means the physical result of any building, engineering or construction work in, on, over or under land.

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:

- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 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.
- 1.2.11 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.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the servants, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s93F(1) of the Act.

3 Commencement

- 3.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

4 Application of this Deed

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

This Deed applies to the Land, the Development and to the remainder of the land which was formerly described as Lot 4 in DP270778

5 Warranties

- 5.1 The Parties warrant to each other that they:
 - 5.1.1 have full capacity to enter into this Deed, and
 - 5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

- 6.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

7 Application of s94, s94A and s94EF of the Act to the Development

- 7.1 This Deed does not exclude the application of s94, s94A or s94EF of the Act to the Development, subject to clause 7.2.
- 7.2 This Deed excludes the application of s94 of the Act to the Development to the extent that it would authorise the imposition of a condition of consent on any Development Consent for the Development requiring development contributions under s94 of the Act to be payable for the provision of that part of the Development comprising Items 1 and 2 in Part B of Schedule 1.
- 7.3 The benefits under this Deed are not to be taken into consideration when determining a development contribution under s94 of the Act in relation to the Development.

Part 2 – Development Contributions

8 Provision of Development Contributions

- 8.1 The Developer is to make Development Contributions to the Council in accordance with Schedule 1, any other provision of this Deed relating to the making of Development Contributions (including clause 24.8) and otherwise to the satisfaction of the Council acting reasonably.
- 8.2 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

9 Dedication of land

- 9.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when the Council is given:
- (a) an instrument in registrable form under the *Real Property Act 1900* duly executed by the Developer as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,
 - (b) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
 - (c) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- 9.2 The Developer is to do all things necessary to enable registration of the instrument of transfer to occur.
- 9.3 The Developer is to ensure that land dedicated to the Council under this Deed is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.
- 9.4 If, having used all reasonable endeavours, the Developer cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations, the Developer may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.
- 9.5 If Council withholds approval to any encumbrances and affectations under clause 9.4, and the Developer cannot dedicate the land free from those encumbrances and affectations, then the Council **may** compulsorily acquire the land and **if so**, clause 24 will apply to the acquisition.
- 9.6 Despite any other provision of this Deed, if the Developer is required to dedicate land to the Council on which the Developer is also required to carry out a Work under this Deed, the Developer is to comply with clause 9.1 not later than 7 days after the Work is completed for the purposes of this Deed.

10 Carrying out of Work

- 10.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in accordance with any design or specification specified or approved by the Council, acting reasonably, any relevant Approval and any other applicable law.

11 Variation to Work

- 11.1 Subject to the Council's agreement and clause 11.2, the design or specification of any Work that is required to be carried out by the Developer under this Deed may be varied in accordance with this clause, without the necessity for an amendment to this Deed.

- 11.2 For the purposes of clause 11.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.
- 11.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 11.2.

12 Acceptance of risk in Works

- 12.1 Subject to anything to the contrary in this Deed, the Council accepts responsibility for a Work on the later of:
 - 12.1.1 when Work is completed for the purposes of this Deed in accordance with clause 18, or
 - 12.1.2 when land on which that Work is located is dedicated to the Council.
- 12.2 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council (acting reasonably) any loss or damage to a Work from any cause whatsoever which occurs before completion of the Work.

13 Access to land by Developer

- 13.1 The Council authorises the Developer to enter **upon the land dedicated to Council under this Deed at its own risk** for the purpose of performing its obligations under this Deed in **respect to rectification of a Defect**.
- 13.2 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 13.1.

14 Access to land by Council

- 14.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work.
- 14.2 The Council is to give the Developer prior reasonable notice before it enters land under clause 15.1.

15 Council's obligations relating to Work

- 15.1 Subject to clause 40, the Council is not to unreasonably delay, hinder or otherwise interfere with the performance by the Developer of its obligations under this Deed, and is to use its reasonable endeavours to ensure third parties under the direction or control of Council and unrelated to the Developer do not unreasonably delay, hinder or otherwise interfere with the performance of those obligations.

16 Protection of people, property & utilities

- 16.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
- 16.1.1 all necessary measures are taken to protect people and property,
 - 16.1.2 unnecessary interference with the passage of people and vehicles is avoided,
 - 16.1.3 nuisances and unreasonable noise and disturbances are prevented;
 - 16.1.4 it complies with all WHS Laws.

17 Repair of damage

- 17.1 The Developer is to Maintain any Work required to be carried out by the Developer under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.
- 17.2 The Developer is to carry out its obligation under clause 17.1 at its own cost and to the satisfaction of the Council.

18 Completion of Work

- 18.1 The Developer is to give the Council written notice of the date on which it will complete Work required to be carried out under this Deed, being the delivery to Council of the Community Facility and Public Library being Items B1 and B2 in Schedule 1.
- 18.2 Subject to delivery to Council of the plan referred to in clause 20, the Council is to inspect the Work the subject of the notice referred to in clause 18.1 within 10 days of the date specified in the notice for completion of the Work.
- 18.3 The Work the subject of the notice under 18.1 is to be completed to the reasonable satisfaction of Council having regard to the plans referred to in clause 20, all relevant consents and approvals, the intended purpose of the Works and this Deed.
- 18.4 The Work the subject of the notice under 18.1 will only be completed for the purposes of this Deed when the Council gives a written notice to the Developer to that effect. The Council must give written notice to the Developer within 10 days of the inspection in clause 18.2 stating either:
- (a) The Works are complete, or
 - (b) If the Works are not complete, reasons why and a reasonable period for completion of the Works.

If the notice in (b) is given, the Developer and Council must work together including scheduling further inspections as soon as possible to ensure the Works are completed as soon as practicable.

19 Rectification of defects

- 19.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.

- 19.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council **within a reasonable time**.
- 19.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 19.1

20 Works-As-Executed-Plan

- 20.1 At the same time as giving Council the written notice in 18.1 the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 20.2 The Developer, being the copyright owner in the plan referred to in clause 20.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed and any future purposes following delivery of the Works in Schedule 1 Item B to Council.

21 Approval of Strata Documents

- 21.1 The Developer must obtain the Council's approval, which shall not be unreasonably withheld, to any building management and strata management statement, by laws or any other instruments to be registered with the Registrar General and documents in respect of the Development which impact upon the Council's use of the land and facilities to be dedicated to Council under this Deed and shared facilities within the Development.

Part 3 – Dispute Resolution

22 Dispute resolution – expert determination

- 22.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
 - 22.1.1 the Parties to the Dispute agree that it can be so determined, or
 - 22.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 22.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 22.3 If a notice is given under clause 22.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 22.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.

- 22.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 22.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 22.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

23 Dispute Resolution - mediation

- 23.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 22 applies.
- 23.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 23.3 If a notice is given under clause 23.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 23.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 23.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 23.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 23.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 4 - Enforcement

24 Security for the carrying out of Works

- 24.1 The Developer is not to make or cause, or suffer or permit the making of an application for an Occupation Certificate in respect of that part of the Development comprising the 9 highest levels of the 25-level building on Block B before Items A.1, A.2, B.1 and B.2 are completed for the purposes of this Deed by the issue of a notice to this effect by Council to the Developer under clause 18 and all other obligations under this Deed to be carried out by the Developer have been fulfilled with the exception of Work to be carried out by the Developer during the Defects Liability Period, **unless** the Developer first provides Council with a Security in the amount of \$5 million, and that Security is provided **no later than** 31 December 2016.
- 24.2 The Developer is not to make or cause, or suffer or permit the making of an application for an Occupation Certificate in respect of any part of the Development on the land (other than Block B) to which this Deed relates

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

which comprises retail floor space, before Items A.1, A.2, B.1 and B.2 are completed for the purposes of this Deed by the issue of a notice to this effect by Council to the Developer under clause 18 and all other obligations under this Deed to be carried out by the Developer have been fulfilled with the exception of Work to be carried out by the Developer during the Defects Liability Period, **unless** the Developer first provides Council with a Security in the amount of \$5 million.

- 24.3 The Council may call-up and apply the Security towards the remedy of any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- 24.4 The Council is to release and return the Security or any unused part of it to the Developer within 14 days of completion of the obligation to which the Security relates.
- 24.5 The Developer may at any time provide the Council with a replacement Security.
- 24.6 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 24.7 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.
- 24.8 Notwithstanding anything else in this Deed, Items A.1, A.2, B.1 and B.2 must be completed for the purposes of this Deed by the issue of a notice to this effect by Council to the Developer under clause 18 and all other obligations under this Deed to be carried out by the Developer have been fulfilled with the exception of Work to be carried out by the Developer during the Defects Liability Period by **31 December 2018**.

25 Acquisition of land required to be dedicated

- 25.1 If the Developer does not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Developer is in breach of this Deed, and the Developer consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 25.2 The Council is to only acquire land pursuant to clause 25.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the land required to be dedicated under this Deed.
- 25.3 Clause 25.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 25.4 If, as a result of the acquisition referred to in clause 25.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council.
- 25.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the land concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

- 25.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 25, including without limitation:
- 25.6.1 signing any documents or forms,
 - 25.6.2 giving land owner's consent for lodgement of any Development Application,
 - 25.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
 - 25.6.4 paying the Council's costs arising under this clause 25.

26 Breach of obligations

- 26.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 26.1.1 specifying the nature and extent of the breach,
 - 26.1.2 requiring the Developer to:
 - (a) Rectify the breach if it reasonably considers it is capable of rectification, or
 - (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
 - 26.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 26.2 If the Developer fails to comply with a notice given under clause 26.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.
- 26.3 Any costs incurred by the Council in remedying a breach in accordance with clause 26.2 may be recovered by the Council as a debt due in a court of competent jurisdiction.
- 26.4 For the purpose of clause 26.3, the Council's costs of remedying a breach the subject of a notice given under clause 26.1 include, but are not limited to:
- 26.4.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 26.4.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 26.4.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 26.5 Nothing in this clause 26 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

27 Enforcement in a court of competent jurisdiction

- 27.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 27.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 27.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
 - 27.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 5 – Registration & Restriction on Dealings

28 Registration of this Deed

- 28.1 The Developer is to register this Deed on the title to the Land and warrants it has obtained the agreement of persons specified in s93H(1) of the Act to such registration.
- 28.2 Council is to do such things as are reasonably necessary to enable registration to occur.
- 28.3 The Council is to promptly agree to a request by the Developer for the lodging of a request for the registration of this Deed to be removed from the title of any part of the Land, once the Developer has completed its obligations under this Deed or this Deed is terminated or otherwise comes to an end for any other reason.
- 28.4 Notwithstanding the remainder of this clause, Council agrees that if the Works required under this Deed, being Items B.1 and B.2 in Schedule 1, are complete in accordance with clause 18, and the Developer lodges an instrument with LPI which, when registered would be effective to transfer Items A.1 and A.2 to Council (in accordance with clause 9 of this Deed) at the same time as it lodges with LPI a plan to create Final Lots and the strata for Items A.1 and A.2, and provided the Developer does all things reasonably necessary to have those documents registered, then this Deed will not be registered on the title to those Final Lots.
- 28.5 If this Deed is registered on the title to any Final Lots, when the Developer has completed its obligations under this Deed, Council will agree to remove this Deed from the title of all Final Lots at the same time.

29 Restriction on dealings

- 29.1 The Developer is not to:
 - 29.1.1 sell or transfer the Land (other than a Final Lot, or other than any part of the Land which is not a lot containing Block B or retail floor space);
 - 29.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,

to any person before the Developer has met its obligations to make Development Contributions under this Deed unless:

- 29.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part thereof is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 29.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 29.1.5 the Developer is not in breach of this Deed, and
 - 29.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 29.2 This clause does not apply if this Deed is registered on the title of the Land pursuant to clause 28.

Part 6 – Indemnities & Insurance

30 Release

- 30.1 Subject to:
- 30.1.1 a Party to this Deed completing all of its obligations under this Deed to the required standard in full;
 - 30.1.2 any other provisions of this Deed to the contrary; and
 - 30.1.3 any statutory warranties or any provision of any law to the contrary,
- the other Party releases the first Party from any Claim in respect of the performance of its obligations under this Deed, except to the extent that such Claim arises as a result of a wilful or negligent act or omission or breach of, or default under, this Deed of the first Party or any of its employees, officers, directors, contractors, builders, consultants, agents or any other persons for which the first Party is responsible.

31 Indemnity

- 31.1 Each Party indemnifies the other Party from and against all Claims that may be sustained, suffered, recovered or made against the other Party arising in connection with the performance of their obligations under this Deed except if, and to the extent that, the Claim arises because of the other Party's negligence or default.

32 Insurance

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

- 32.1 The Developer is to, or is to ensure its contractors, take out and keep current to the satisfaction of the Council the following insurances in relation to Items B.1 and B.2 of the Works required to be carried out by the Developer under this Deed up until those Works are taken to have been completed in accordance with this Deed:
- 32.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
 - 32.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 32.1.3 workers compensation insurance as required by law, and
 - 32.1.4 any other insurance required by law.
- 32.2 The Developer is not to commence to carry out either Items B.1 or B.2 of the Works unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 30.1.

Part 7 – Other Provisions

33 Notices

- 33.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 33.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
 - 33.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
 - 33.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 33.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 33.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 33.3.1 delivered, when it is left at the relevant address,
 - 33.3.2 sent by post, 2 business days after it is posted,
 - 33.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
 - 33.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

- 33.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

34 Approvals and Consent

- 34.1 In this clause, a reference to an approval or consent does not include a reference to a Development Consent.
- 34.2 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.
- 34.3 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

35 Costs

- 35.1 The Developer is to pay Council's costs reasonably incurred in preparing, negotiating, executing and stamping this Deed, and any document related to this Deed.

36 Entire Deed

- 36.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 36.2 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 Deed was executed, except as permitted by law.

37 Further Acts

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

38 Governing Law and Jurisdiction

- 38.1 This Deed is governed by the law of New South Wales.
- 38.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 38.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

39 Joint and Individual Liability and Benefits

- 39.1 Except as otherwise set out in this Deed:
- 39.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
 - 39.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

40 No Fetter

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

41 Illegality

- 41.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

42 Severability

- 42.1 If a clause or part of a clause of this Deed 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.
- 42.2 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 Deed, but the rest of this Deed is not affected.

43 Amendment

- 43.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with clause 25D of the Regulation.

44 Waiver

- 44.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 44.2 A waiver by a Party is only effective if it is in writing.
- 44.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

45 GST

45.1 In this clause:

Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and **Tax Invoice** have the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

45.2 Subject to clause 45.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

45.3 Clause 45.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.

45.4 No additional amount shall be payable by the Council under clause 45.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

45.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

45.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;

45.5.2 that any amounts payable by the Parties in accordance with clause 45.2 (as limited by clause 45.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

45.6 No payment of any amount pursuant to this clause 45 and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.

45.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

45.8 This clause continues to apply after expiration or termination of this Deed.

46 Explanatory Note

- 46.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 46.2 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 Planning Deed.

Schedule 1

(Clause 8)

Development Contributions

Column 1	Column 2	Column 3	Column 4
Item/ Contribution	Public Purpose	Manner & Extent	Timing
A. Dedication of Land			
1.Stratum for community facility	Community facility	Dedication of stratum on which Item B.1 is located.	Subject to clause 24, before the issuing of an Occupation Certificate in respect of the part of the Development comprising the 9 highest levels of the 25-level building on Block B or any retail floor space in the Development on the land other than Block B
2. Stratum for public library	Community facility	Dedication of stratum on which Item B.2 is located.	Subject to clause 24, before the issuing of an Occupation Certificate in respect of the part of the Development comprising the 9 highest levels of the 25-level building on Block B or any retail floor space in the Development on the land other than Block B

B. Carrying out of Work

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

Column 1	Column 2	Column 3	Column 4
Item/ Contribution	Public Purpose	Manner & Extent	Timing
1. Community facility	Community facility	<ul style="list-style-type: none"> Provision of approximately 1,000m² of Floor Space within the building on Block B being a cold shell with capped services, capable of being fitted out by Council for use as a community facility and 10 basement car parking spaces, as shown in blue on the plans in Schedule 2. 	Subject to clause 24, before the issuing of an Occupation Certificate in respect of the part of the Development comprising the 9 highest levels of the 25-level building on Block B or any retail floor space in the Development on the land other than Block B
2. Public library	Community facility	Provision of approximately 2,200m ² of Floor Space within the building on Block B, being a cold shell with capped service, capable of being fitted out by Council for use as a public library, as shown in blue on the plans in Schedule 2 .	Subject to clause 24, before the issuing of an Occupation Certificate in respect of the part of the Development comprising the 9 highest levels of the 25-level building on Block B or any retail floor space in the Development on the land other than Block B

Schedule 2

(Clause 1.1)

Plans of Items B1 and B2

Items B1 and B2 will be constructed generally in accordance with the plans on the following pages, subject to any change agreed by the Parties.

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

PLAN FORM 6 (2012)		WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
<p>Registered: _____ Office Use Only</p> <p>Title System: _____</p> <p>Purpose: _____</p>		<p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 8 & 9 IN DP 270778</p>		<p>LGA: AUBURN</p> <p>Locality: WENTWORTH POINT</p> <p>Parish: ST JOHN</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____</p> <p>Date: _____</p> <p>File Number: _____</p> <p>Office: _____</p>		<p>Survey Certificate</p> <p>I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on _____</p> <p>*(b) The part of the land shown in the plan (being) excluding ^ was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on _____ the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: _____ Dated: _____</p> <p>Surveyor ID: 8624</p> <p>Datum Line: _____</p> <p>Type: *Urban*Rural</p> <p>The terrain is *Level-Undulating / *Sleep-Mountainous.</p> <p>*Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, _____</p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: _____</p> <p>Accreditation number: _____</p> <p>Consent Authority: _____</p> <p>Date of endorsement: _____</p> <p>Subdivision Certificate number: _____</p> <p>File number: _____</p> <p>*Strike through if inapplicable.</p>		<p>Plans used in the preparation of survey/compilation.</p> <p>DP 270778</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>		<p>Surveyor's Reference: 6182, Issue D 27/04/2015</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>			

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 5 sheet(s)
Office Use Only	Office Use Only	
Registered:		
PLAN OF SUBDIVISION OF LOT 8 & 9 IN DP 270778		
Subdivision Certificate number:	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Date of endorsement:		
Name of Development (Optional)	Address for Service of Notices	
	The Community Association Wentworth Point Marinas C/- Nelstrata, PO Box 265 HURSTVILLE BC NSW 1481	
WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community, Provincial or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i> . Any changes will be recorded in a replacement schedule.	VALUER'S CERTIFICATE (Approved Form 9) I,, of being a Valuer registered under the <i>Valuers Registration Act 1975</i> , certify that; *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ *(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.	
UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^ * Strike through if inapplicable ^ Insert registration date of previous schedule	Signature: Dated: * Strike through if inapplicable ^ Insert date of valuation	
SCHEDULE OF UNIT ENTITLEMENT – See Sheet 3		
If space is insufficient use annexure sheet - PLAN FORM 6A		
Surveyor's Reference: 6182, Issue D 27/04/2015		

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 5 sheet(s)																																																																					
<p style="text-align: center; font-size: small;">Office Use Only</p> <p>Registered:</p> <p>PLAN OF SUBDIVISION OF LOT 8 & 9 IN DP 270778</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p style="text-align: center; font-size: small;">Office Use Only</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																																																																						
<p>SCHEDULE OF UNIT ENTITLEMENT</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">LOT</th> <th style="width: 50%;">UNIT ENTITLEMENT</th> <th style="width: 40%;">SUBDIVISION</th> </tr> </thead> <tbody> <tr><td>1</td><td>COMMUNITY PROPERTY</td><td></td></tr> <tr><td>2</td><td>30,000</td><td>SP87607 & SP87713</td></tr> <tr><td>3</td><td>NOW LOTS 5, 6 & 7</td><td>SEE ADDITIONAL SHEETS 9-16</td></tr> <tr><td>4</td><td>NOW LOTS 8, 9 & 10</td><td>SEE ADDITIONAL SHEET 17</td></tr> <tr><td>5</td><td>22,158</td><td>SP90076</td></tr> <tr><td>6</td><td>CONVERTED TO LOT 1</td><td>SEE REPLACEMENT SHEETS 8A-8D</td></tr> <tr><td>7</td><td>NOW LOTS 13, 14 & 15</td><td></td></tr> <tr><td>8</td><td>NOW LOTS 16, 17, 18 & 19</td><td></td></tr> <tr><td>9</td><td>NOW LOTS 21, 22, 23 & 24</td><td></td></tr> <tr><td>10</td><td>NOW LOTS 11 & 12</td><td></td></tr> <tr><td>11</td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td></tr> <tr><td>21</td><td></td><td></td></tr> <tr> <td>TOTAL</td> <td>286,000</td> <td></td> </tr> </tbody> </table>			LOT	UNIT ENTITLEMENT	SUBDIVISION	1	COMMUNITY PROPERTY		2	30,000	SP87607 & SP87713	3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL SHEETS 9-16	4	NOW LOTS 8, 9 & 10	SEE ADDITIONAL SHEET 17	5	22,158	SP90076	6	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8A-8D	7	NOW LOTS 13, 14 & 15		8	NOW LOTS 16, 17, 18 & 19		9	NOW LOTS 21, 22, 23 & 24		10	NOW LOTS 11 & 12		11			12			13			14			15			16			17			18			19			20			21			TOTAL	286,000	
LOT	UNIT ENTITLEMENT	SUBDIVISION																																																																					
1	COMMUNITY PROPERTY																																																																						
2	30,000	SP87607 & SP87713																																																																					
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL SHEETS 9-16																																																																					
4	NOW LOTS 8, 9 & 10	SEE ADDITIONAL SHEET 17																																																																					
5	22,158	SP90076																																																																					
6	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8A-8D																																																																					
7	NOW LOTS 13, 14 & 15																																																																						
8	NOW LOTS 16, 17, 18 & 19																																																																						
9	NOW LOTS 21, 22, 23 & 24																																																																						
10	NOW LOTS 11 & 12																																																																						
11																																																																							
12																																																																							
13																																																																							
14																																																																							
15																																																																							
16																																																																							
17																																																																							
18																																																																							
19																																																																							
20																																																																							
21																																																																							
TOTAL	286,000																																																																						
If space is insufficient use annexure sheet - PLAN FORM 6A																																																																							
<p>Surveyor's Reference: 6182, Issue D 27/04/2015</p>																																																																							

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 5 sheet(s)																																			
<p style="text-align: center;">Office Use Only</p> <p>Registered:</p> <p>PLAN OF SUBDIVISION OF LOT 8 & 9 IN DP 270778</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p style="text-align: center;">Office Use Only</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																																				
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED,</p> <p>IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 2) EASEMENT FOR SERVICES (WHOLE OF LOT) 3) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 4) EASEMENT FOR SERVICES (WHOLE OF LOT) 5) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (A) 6) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B) 7) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C) 8) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D) 9) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (E) 10) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (F) 11) RIGHT TO USE LIFT (LIMITED IN STRATUM) (G) 12) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (H) 13) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (I) 14) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (J) 15) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (K) 16) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (L) 17) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (M) 18) RIGHT OF PUBLIC ACCESS 9.1, 22.75 AND 25 WIDE (LIMITED IN STRATUM) (T) 																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>LOT</th> <th>STREET NUMBER</th> <th>STREET NAME</th> <th>STREET TYPE</th> <th>LOCALITY</th> </tr> </thead> <tbody> <tr><td>16</td><td></td><td></td><td></td><td>Wentworth Point</td></tr> <tr><td>17</td><td></td><td></td><td></td><td>Wentworth Point</td></tr> <tr><td>18</td><td></td><td></td><td></td><td>Wentworth Point</td></tr> <tr><td>19</td><td></td><td></td><td></td><td>Wentworth Point</td></tr> <tr><td>20</td><td></td><td></td><td></td><td>Wentworth Point</td></tr> <tr><td>21</td><td></td><td></td><td></td><td>Wentworth Point</td></tr> </tbody> </table>			LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	16				Wentworth Point	17				Wentworth Point	18				Wentworth Point	19				Wentworth Point	20				Wentworth Point	21				Wentworth Point
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY																																	
16				Wentworth Point																																	
17				Wentworth Point																																	
18				Wentworth Point																																	
19				Wentworth Point																																	
20				Wentworth Point																																	
21				Wentworth Point																																	
<p>If space is insufficient use annexure sheet - PLAN FORM 6A</p>																																					
<p>Surveyor's Reference: 6182, Issue D 27/04/2015</p>																																					

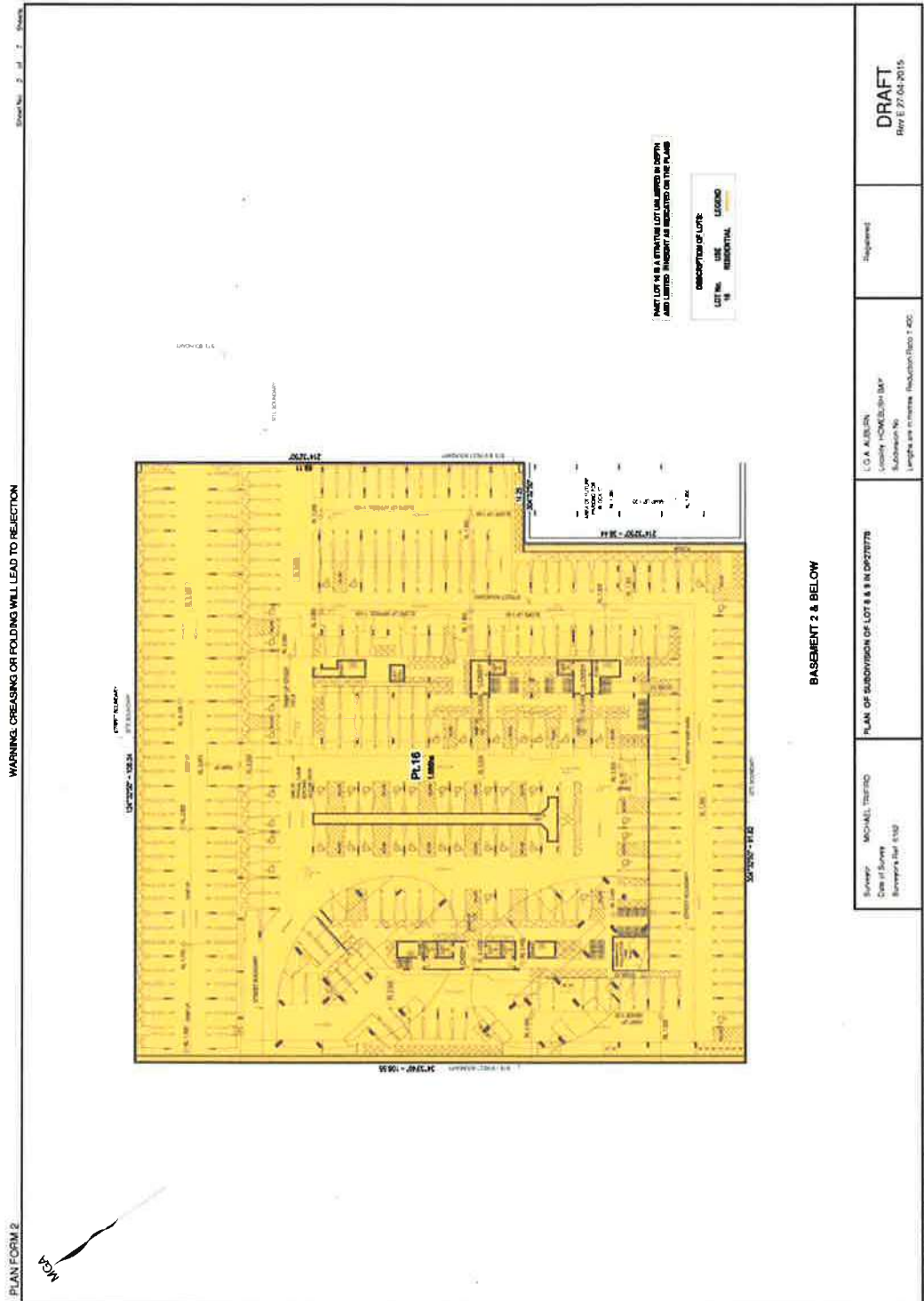
Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer

PLAN FORM 6A (2012)

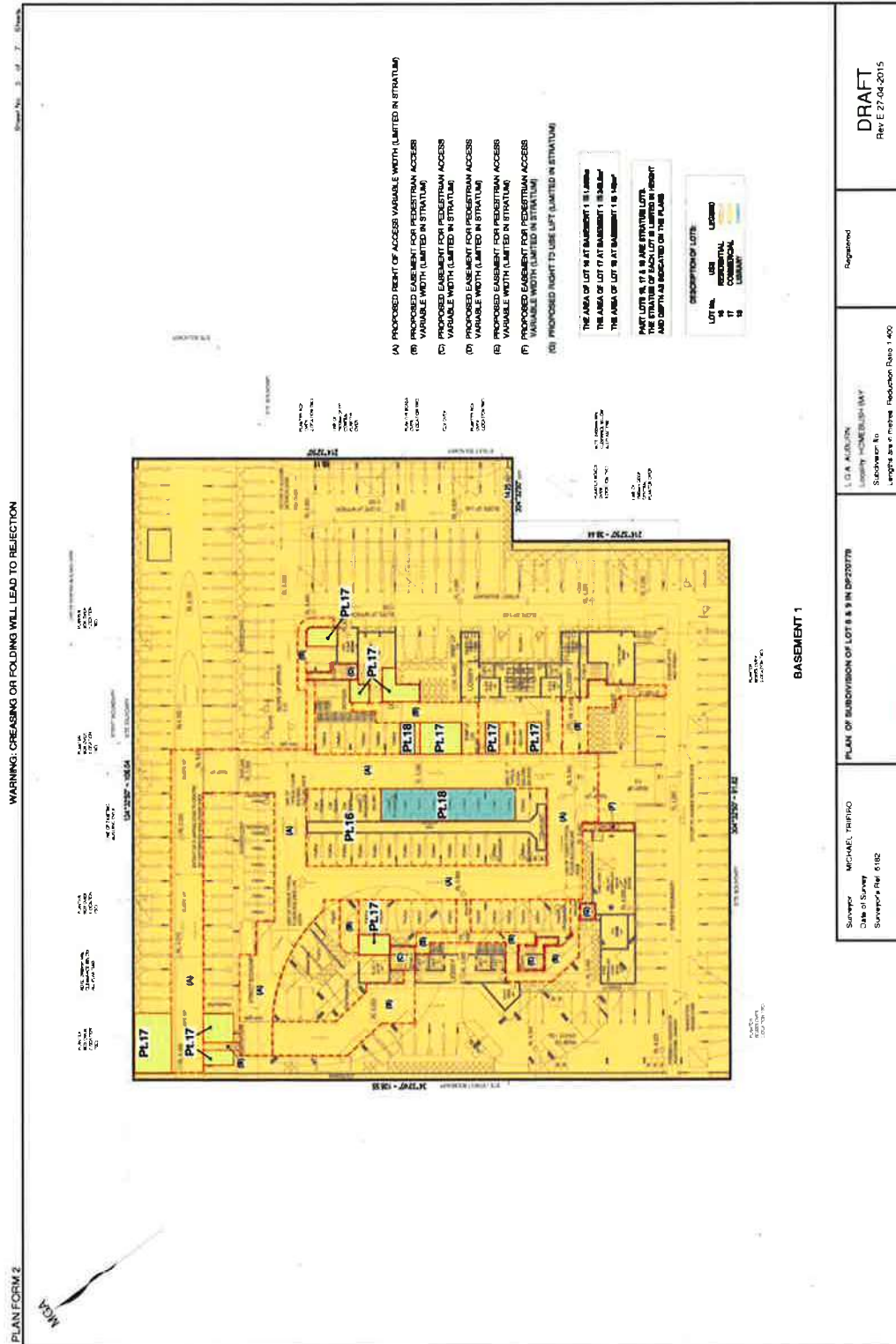
WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
Office Use Only	Office Use Only	
Registered:		
PLAN OF SUBDIVISION OF LOT 8 & 9 IN DP 270778	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate number:		
Date of Endorsement:		
If space is insufficient use annexure sheet - PLAN FORM 6A		
Surveyor's Reference: 6182, Issue D 27/04/2015		

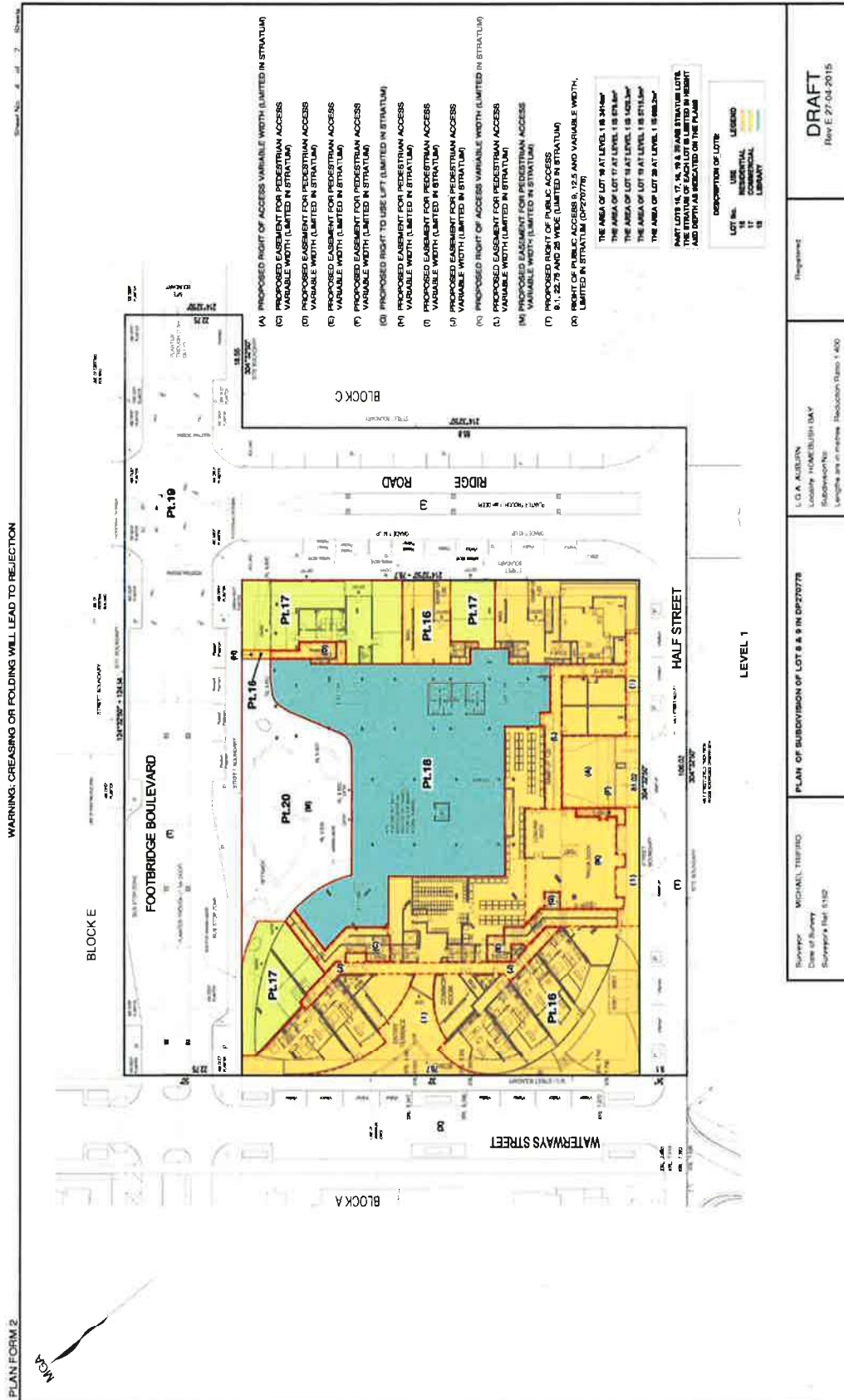
Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer



Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer



Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer



[illegible]

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 1 of 2

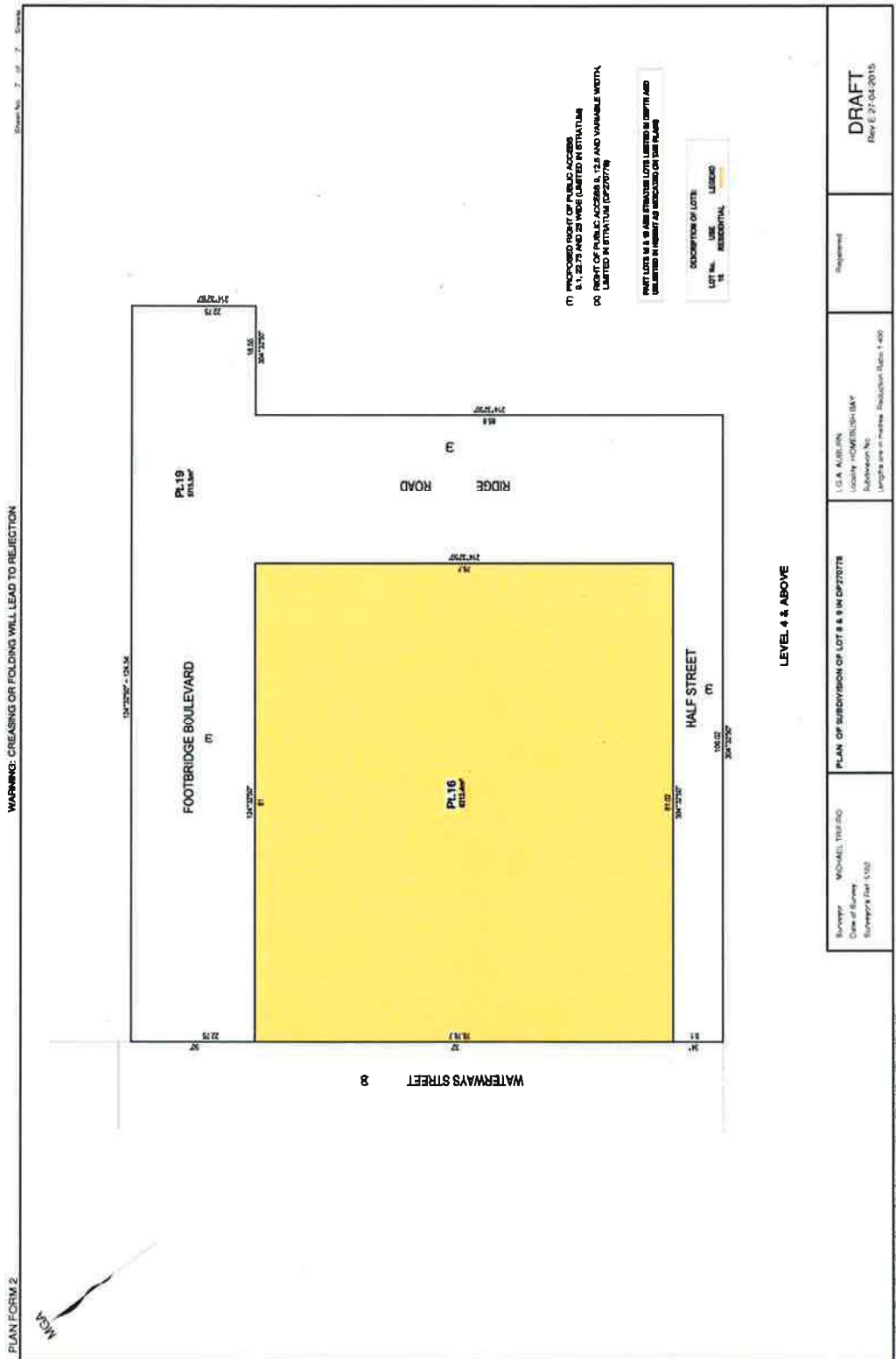
MC4

LEVEL 3

DESCRIPTION OF LOT:

LOT NO.	TIME	REMARKS	LEGEND
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48
49	49	49	49
50	50	50	50
51	51	51	51
52	52	52	52
53	53	53	53
54	54	54	54
55	55	55	55
56	56	56	56
57	57	57	57
58	58	58	58
59	59	59	59
60	60	60	60
61	61	61	61
62	62	62	62
63	63	63	63
64	64	64	64
65	65	65	65
66	66	66	66
67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
71	71	71	71
72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100		

Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer



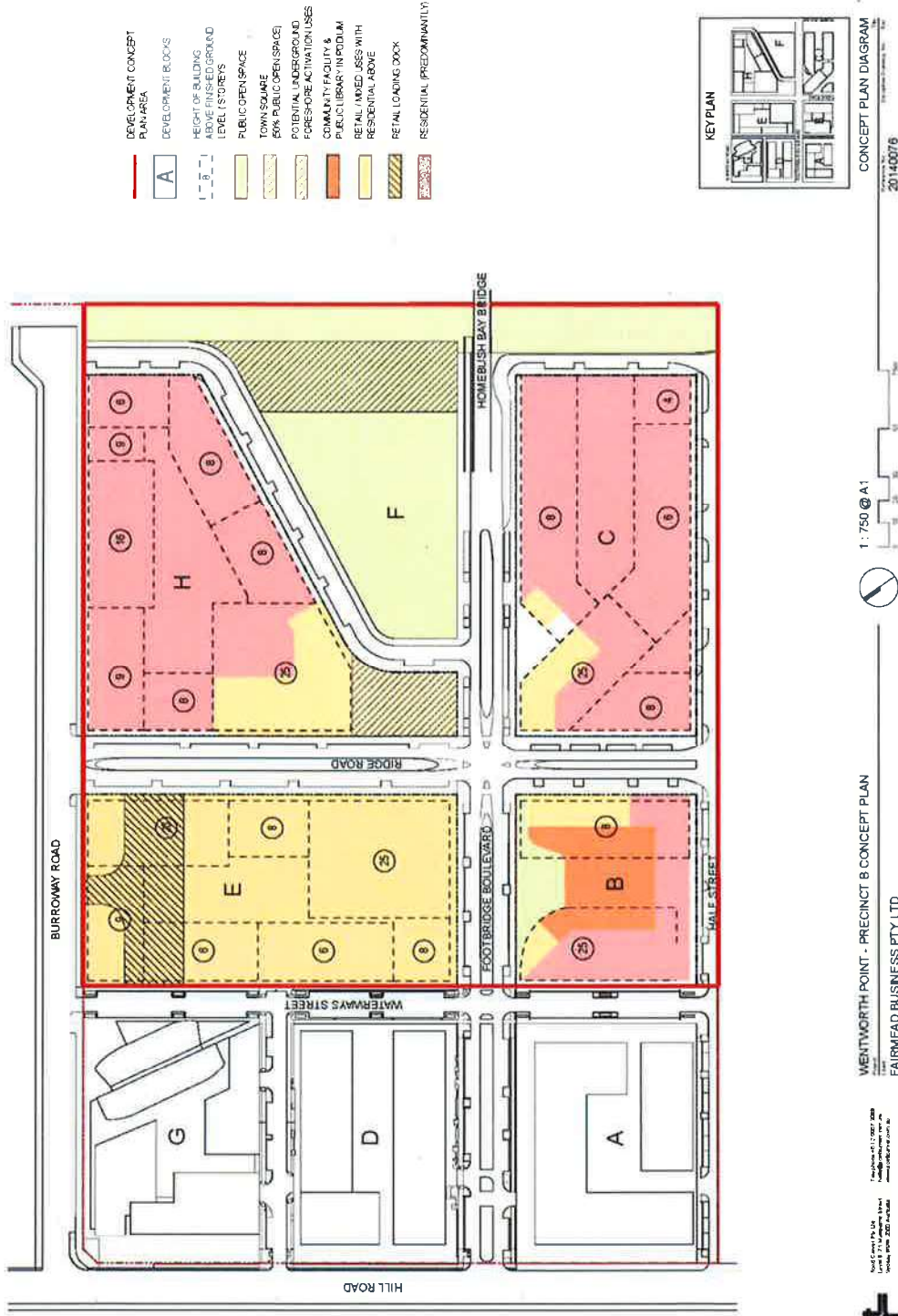
Schedule 3

(Clause 1.1)

Development Concept Plan

The plan appearing on the following page is the Development Concept Plan

SCHEDULE 3





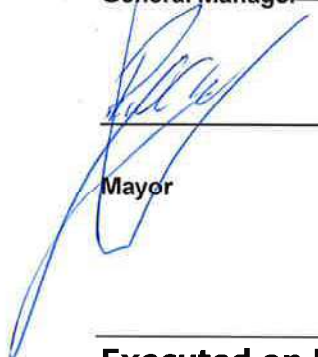

**Wentworth Point Community Facility and Library Planning Agreement
Auburn City Council
Fairmead Business Pty Ltd Developer**

Execution

Executed as a Deed

Dated: 7 JULY 2015.

Executed on behalf of the Council

 _____ General Manager	 _____ Witness
 _____ Mayor	 _____ Witness

Executed on behalf of the Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position