


15/7/15

## Voluntary Planning Agreement

Parramatta City Council  
ABN 49 907 174 773

Payce AE2-I Pty Ltd  
ACN 161 536 205

Payce AE2-III Pty Ltd  
ACN 161 536 152

x   
Scott Lloyd, Lead Mayor

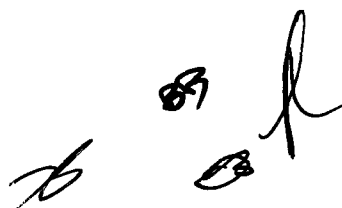
  
Gregory Charles Dyer  
CEO

  
BRIAN BAILSON - SECRETARY

  
DOMINIC SULLIVAN - DIRECTOR

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# Agreement

Date 15/7/15

## Parties

### First party

**Name** Parramatta City Council (**Council**)  
**ABN** 49 907 174 773  
**Contact** Chief Executive Officer  
**Telephone** (02) 9806 5050

### Second party

**Name** Payce AE2-I Pty Ltd (**Payce I**)  
**ACN** 161 536 205  
**Contact** Dominic Sullivan  
**Telephone** (02) 8080 2300  
**Facsimile** (02) 8080 2399

### Third party

**Name** Payce AE2-III Pty Ltd (**Payce III**)  
**ACN** 161 536 152  
**Contact** Dominic Sullivan  
**Telephone** (02) 8080 2300  
**Facsimile** (02) 8080 2399

## Background

- A. Payce I owns Lots 301 and 302 DP 1175644, being part of the Land. Payce III owns Lots 303, 304, 305 and 306 DP 1175644, being part of the Land.
- B. The Developers propose to carry out the Development on the Land. To this extent, Development Consent has been granted.
- C. Condition 51 of the Development Consent specifies that the Developers may offer to enter into a voluntary planning agreement in lieu of the provision of contributions to the Council.
- D. The Developers have offered to enter into a voluntary planning agreement to carry out works and pay a monetary contribution in lieu of the contributions payable under section 94A of the Act.

- E. The parties wish to formalise that arrangement by entering into this agreement in accordance with section 93F of the Act.
- F. A Modification Application has been lodged under section 96 of the Act to modify condition 51 of the Development Consent, together with this agreement.

## Operative part

### 1 Definitions

In this agreement, unless context indicates a contrary intention:

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

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

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

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

**Bank Guarantee** means an irrevocable and unconditional undertaking not limited in time by one of the following trading banks:

- (a) Australia and New Zealand Banking Group Limited;
- (b) Commonwealth Bank of Australia;
- (c) Macquarie Bank;
- (d) National Australia Bank Limited;
- (e) St George Bank Limited;
- (f) Westpac Banking Corporation; or
- (g) other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand;

**Bond** means an insurance bond from an AAA credit rated party.

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

**Car Park Works** means the regrading of the George Kendall Riverside Park car park as set out in Part 3 of Schedule 1.

**Certificate of Practical Completion** means the written certificate confirming the Works, or part of the Works, have been completed to the Council's satisfaction which shall not be unreasonably withheld, issued under clause 8.1(b)(i) of Schedule 2.

**Claim** means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this agreement;

**Construction Certificate** means a construction certificate as defined under s109C of the Act;

**Construction Terms** means the terms set out in Schedule 2;

**CPI** means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

**Developers** means Payce I and Payce III;

**Development** means the proposed development of the Land consisting of 9 residential flat buildings comprising approximately 612 dwellings and basement car parking, with buildings ranging from 4 to 8 storeys in height as approved by the Development Consent as originally granted, or as modified, provided any modification would not result in a change to the section 94 or section 94A contributions that would, but for this agreement, be payable under the Act;

**Development Application** has the same meaning as in the Act;

**Development Consent** means Development Consent DA/770/2013 granted for the Development at 64-74A River Road, 24-56 Seamist Avenue and 2B Broadoaks Street Ermington NSW 2115;

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

**Foreshore Land** means:

- (a) Lot 311 DP 1187812 known as *River Park* owned by Council
- (b) Part of Lot 309 DP1187812 known as *Navy Park* at Seamist Avenue owned by Council; and
- (c) Lot 310 DP1187812 at Seamist Avenue, Ermington NSW 2115 known as *Halvorsen Park* owned by Council;

shown on the plan at Annexure A to this agreement;

**Foreshore Works** means the embellishment works on the Foreshore Land as set out in Part 1 of Schedule 1.

**George Kendall Riverside Park** means that part of the Crown Land reserve within Lot 7313 DP 1157169 and Lot 928 DP 752028 at Broadoaks Street, Ermington NSW 2115 shown on the plan at Annexure A to this agreement.

**GST** has the same meaning as in the GST Law;

**GST Law** has the same 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;

**Land** means Lots 301 to 306 DP 1175644 at Koorine Street, Bundarra Street, Allambie Street and River Road, Ermington NSW 2115 as shown on the plan at Annexure A and includes that land as subdivided;

**Landscape Concept Plan** means the following plans prepared by James Pfeiffer Landscape Architects at Annexure B:

- (a) Site Plan, Drawing No. 13-009-CP01, Issue G dated 18 May 2015

- (b) Landscape Concept Plan, Drawing No. 13-009-CP02, Issue H dated 11 May 2015
- (c) Landscape Concept Plan, Drawing No. 13-009-CP03, Issue L dated 18 May 2015
- (d) Landscape Concept Plan, Drawing No. 13-009-CP04, Issue M dated 18 May 2015
- (e) Landscape Concept Plan, Drawing No. 13-009-CP05, Issue K dated 11 May 2015
- (f) Landscape Concept Plan Observation Deck, Drawing No. 13-009 CP10, Issue A dated 5 December 2014

**Law means:**

- (a) any law applicable including the common law and principles of equity, legislation, ordinances, regulations, by-laws and other subordinate legislation; and
- (b) any Approval, including any condition or requirement under it.

**Lighting Works** means the works to establish pedestrian lighting along the existing footpath in George Kendall Riverside Park as set out in Part 4 of Schedule 1;

**Maintain** means works to bring an item to a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any defects due to use of poor materials or due to poor workmanship, but does not include repairing normal wear and tear, removing graffiti or repairing any item damaged as a consequence of vandalism. **Maintained** and **Maintenance** have corresponding meanings.

**Maintenance Period** in relation to a particular item of Work, is the period of four (4) years from the issue of a Certificate of Practical Completion for that item of Work.

**Maintenance Schedule** means a schedule consistent with the schedule at Annexure G to this agreement.

**Modification Application** means any application to modify the Development Consent under section 96 of the Act;

**Monetary Contribution** means the monetary contribution to be paid by the Developers to the Council in accordance with the clause 5.2 of this agreement;

**Occupation Certificate** means an occupation certificate as defined under section 109C of the Act, and includes an interim Occupation Certificate or a final Occupation Certificate;

**Pocket Park Land** means Lots 313 and 314 DP 1187812 at Bundarra Street and Koorine Street, Ermington NSW 2115 owned by the Council shown on the plan at Annexure A;

**Pocket Park Works** means the embellishment works on the Pocket Park Land as set out in Part 2 of Schedule 1;



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

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

**Staging Plan** means Drawing No. 13-009-CP00 Issue B dated 18 May 2015 prepared by James Pfeiffer Landscape Architects showing the proposed stages of the Foreshore Works at Annexure C;

**Strata Plan** means a strata plan, a strata plan of subdivision or a strata plan of consolidation that is registered in accordance with the *Strata Schemes (Freehold Development) Act 1973* or the *Strata Schemes (Leasehold Development) Act 1986*;

**Works** means the Foreshore Works, the Pocket Park Works, the Car Park Works and the Lighting Works.

## 2 Interpretation

In this agreement, unless context indicates a contrary intention:

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

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

### 3 Planning Agreement under the Act

The parties agree that this agreement is a planning agreement within the meaning of section 93F of the Act.

### 4 Application of this Agreement

This agreement applies to:

- (a) the Land, and

- (b) the Development.

## 5 Operation of this Agreement

The parties agree that this agreement operates on and from the date it is executed.

### 5.1 Works

- (a) The Developers will carry out the Works in accordance with this agreement, including the Construction Terms and the Development Consent.
- (b) The Works or any part of the Works required under this agreement will be taken to have been delivered to the Council for the purposes of this agreement when a Certificate of Practical Completion has been issued for those Works.
- (c) The Works must be delivered to the Council prior to or at the time specified in the table at clause 5 of Schedule 1.
- (d) The parties agree and acknowledge that the Works serve the following public purposes:
  - (i) Improving existing public open space areas in the vicinity of the Land;
  - (ii) Improving pedestrian circulation and the amenity of the public domain in the vicinity of the Land;
  - (iii) Improving car parking in George Kendall Riverside Park; and
  - (iv) Improving pedestrian amenity and safety in George Kendall Riverside Park through provision of lighting.

### 5.2 Monetary Contribution

- (a) The Developers will pay to Council a Monetary Contribution of \$50,000 or an amount calculated in accordance with the following formula, whichever is the greater:  
$$\text{\$50,000} \times \frac{\text{The CPI at the time of payment}}{\text{The CPI at the date of this agreement}}$$
- (b) The Monetary Contribution must be paid to Council on execution of this agreement.
- (c) The Monetary Contribution must be paid by way of bank cheque in favour of Parramatta City Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (d) The Monetary Contribution will be taken to have been made when the Council notifies the Developers in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.

- (e) The parties agree and acknowledge that the Monetary Contribution will be used by the Council towards road and pedestrian improvements in Ermington and in the Parramatta Local Government Area.

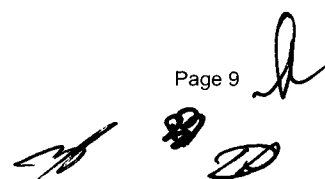
### 5.3 *Maintenance of the Foreshore Works and Pocket Park Works*

- (a) The Foreshore Works and Pocket Park Works or any part of those works, including the area shown as Foreshore Prototype on the Staging Plan, must be Maintained by the Developers to the reasonable satisfaction of the Council for the Maintenance Period. For the avoidance of doubt, this clause does not apply to any works other than the Foreshore Works and the Pocket Park Works (including the Foreshore Prototype area) and the Developer may, at its own cost, carry out a "dilapidation report" and provide that report to Council as a record of the existing condition of the land prior to commencement of any of the Foreshore Works or Pocket Park Works.
- (b) Clause 5.3(a) is personal to the Developers and is not intended to pass to subsequent land owners on registration of this agreement..
- (c) The Developers must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under clause 5.3(a).
- (d) Prior to the issue of a Certificate of Practical Completion for any part of the Foreshore Works or the Pocket Park Works, the Developers must:
  - (i) provide to the Council a Maintenance Schedule setting out the proposed maintenance works and estimated costs for the relevant part of the Foreshore Works or Pocket Park Works over the four year maintenance period, and
  - (ii) once the Council approves the Maintenance Schedule, acting reasonably, provide the Council with a Bank Guarantee or Bond in the amount of the estimated costs of the maintenance works as set out in the Maintenance Schedule.
- (e) The Council agrees to promptly return any Bank Guarantee provided under clause 5.3(d)(ii) at the end of the Maintenance Period for the relevant item of Works, subject to clause 5.3(j).
- (f) 40 Business Days prior to the end of any Maintenance Period, the Developers must request Council to carry out an inspection of the Foreshore Works and Pocket Park Works or any part of those Works.
- (g) The Council must carry out the inspection as requested by the Developers within 5 Business Days of the request.
- (h) The Council may, within 5 Business Days of carrying out the inspection notify the Developers of any Maintenance work required, including any Maintenance required in addition to the work set out in the Maintenance Schedule.

- (i) If the Developers are issued with a notice to carry out Maintenance work under clause 5.3(h), the Developers must, at the Developers' cost, carry out the Maintenance work as specified in the notice and in the timeframe specified by the notice.
- (j) If the Council issues a notice under clause 5.3(h), the Council may retain any Bank Guarantee provided by the Developers under clause 5.3(d)(ii) until the Maintenance work required under the notice has been completed, or any dispute about the notice has been resolved, despite the expiration of any Maintenance Period. For the avoidance of doubt once the Council is satisfied, acting reasonably, that Maintenance work required by a notice issued under clause 5.3(h) has been completed, the Council must return any Bank Guarantee provided for those works under clause 5.3(d)(ii).
- (k) If the Developers fail to substantially comply with an approved Maintenance Schedule and do not rectify that failure within 21 Business Days of being notified of that failure or within a reasonable period of time agreed between the parties, or if the Developers fail to comply with a notice issued under clause 5.3(h), the Council may, by itself, its employees, contractors or agents, carry out the required works and may:
  - (i) call on the Bank Guarantee or Bond provided under clause 5.3(d)(ii) in satisfaction of the costs of carrying out the maintenance work; and
  - (ii) recover as a debt due to the Council by the Developers in a court of competent jurisdiction, any difference between the amount of the Bank Guarantee or Bond and the costs incurred by the Council in carrying out the maintenance work.

#### 5.4 *Access to Council owned land*

- (a) The Council agrees to permit the Developers, upon receiving at least 10 Business Days' prior notice, to enter, pass through or occupy any Council owned or controlled land in order to enable the Developers to properly perform their obligations under this agreement. Nothing in this clause creates or gives the Developers any estate or interest in any part of the Council owned or controlled land.
- (b) The Developers indemnify the Council, its employees, officers, agents and contractors from and against all Claims in connection with the entry or access by the Developers to, or any presence of the Developers on, Council owned or controlled land for the purposes of performing their obligations under this agreement, except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.



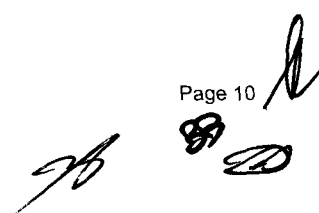
## 6 Application of sections 94, 94A and 94EF of the Act

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

## 7 Registration of this agreement

### 7.1 Registration of this agreement

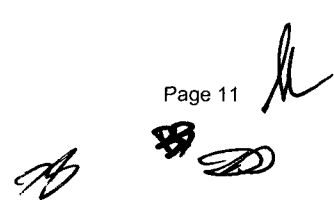
- (a) Payce I represents and warrants that it is the registered proprietor of Lots 301 and 302 DP 1175644.
- (b) Payce III represents and warrants that it is the registered proprietor of Lots 303, 304, 305, 306 DP 1175644.
- (c) The Developers agree that they will procure the registration of this agreement, under the *Real Property Act 1900* (NSW) in the relevant folios of the Register for the Land in accordance with s93H of the Act.
- (d) The Developers at their own expense will, promptly after this agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
  - (i) the consent of each person who:
    - (A) has an estate or interest in the Land; or
    - (B) is seized or possessed of an estate or interest in the Land; and
  - (ii) the execution of any documents; and
  - (iii) the production of the relevant duplicate certificates of title, to enable the registration of this Agreement in accordance with clause 7.1(c).
- (e) The Developers at their own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:
  - (i) to procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement is executed but in any event, no later than 10 Business Days after that date; and
  - (ii) to procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration;
  - (iii) deliver to Council a title search of the Land confirming registration of this planning agreement no later than five (5) Business Days after Registration is achieved.



- (f) Subject to clause 5.3(b) and clause 7.2(c), for the avoidance of doubt, if any of the Land is subdivided, then all of the obligations of this planning agreement are jointly and severally binding on, and enforceable against, the owner of each subdivided parcel of land from time to time, on whose title this planning agreement is registered, as if each owner for the time being had entered into this planning agreement.

## 7.2 *Removal from Register*

- (a) From time to time, the Developers may request Council to authorise the removal of this agreement from the Register of any part of the Land at the same time as the registration of a Strata Plan.
- (b) The Council may, at its discretion, acting reasonably, authorise the removal of this agreement from the Register in accordance with any request made by the Developers under clause 7.2(a) in the following circumstances:
- (i) if all Works required under this agreement have been delivered in accordance with this agreement, provided that:
- (A) the Monetary Contribution has been paid to Council in accordance with this agreement;
  - (B) a Bank Guarantee or Bond has been provided to Council for the maintenance of Works in accordance with clause 5.3;
  - (C) a Bank Guarantee or Bond has been provided to Council for the Defects Liability Period applicable to any Works in accordance with the Construction Terms; and
  - (D) the Developers are not otherwise in default of this agreement; or
- (ii) if all Works have not yet been delivered in accordance with this agreement, provided that:
- (A) Occupation Certificates have not been issued contrary to the timing requirements in clause 5 of Schedule 1;
  - (B) the Monetary Contribution has been paid to Council in accordance with this agreement;
  - (C) any Bank Guarantee has been issued in accordance with the timing requirements under clause 9.1(a) and Schedule 3 to secure the completion of the Works and any replacement Bank Guarantees under clause 9.1(c) have been provided to the Council; and
  - (D) the Developers are not otherwise in default of this agreement.



- (c) Removal of this agreement from the Register under this clause 7.2 does not operate as a discharge or release of this agreement or any part of it and despite the registration of a Strata Plan, the Developers shall continue to be liable under this agreement and must comply with all of the obligations of the Developers under this agreement.

## 8 Dispute Resolution

### 8.1 *Reference to Dispute*

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

### 8.2 *Notice of Dispute*

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

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

### 8.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 14 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
  - (i) resolve the dispute during the course of that meeting;
  - (ii) agree that further material, expert determination in accordance with clause 8.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
  - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

### 8.4 *Further Notice if Not Settled*

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 8.5 or by expert determination under clause 8.6.

### 8.5 *Mediation*

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



- (a) The parties must agree to the terms of reference of the mediation within 5 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
- (b) The mediator will be agreed between the parties, or failing agreement within 5 Business Days of receipt of the Determination Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 8.5 must:
  - (i) have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 5 Business Days of receipt of the Determination Notice notify each other of their representatives that will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (f) The parties agree to be bound by a mediation settlement and unless waived by the parties, may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
  - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
  - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in unreasonable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

#### 8.6 *Expert determination*

If the dispute is not resolved under clause 8.3 or clause 8.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
  - (i) agreed upon and appointed jointly by Council and the Developers; and

- (ii) in the event that no agreement is reached or no appointment is made within 30 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
  - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
  - (ii) the determination is in respect of, or relates to, termination or purported termination of this Agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

#### 8.7 *Litigation*

If the dispute is not finally resolved in accordance with this clause 8, then either party is at liberty to litigate the dispute.

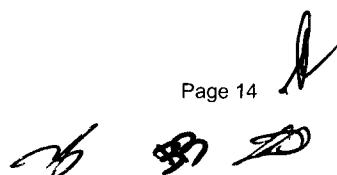
#### 8.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 8.1, the referral to or undertaking of a dispute resolution process under this clause 8 does not suspend the parties' obligations under this Agreement.

### 9 Security and Enforcement

#### 9.1 *Bank Guarantee*

- (a) The Developers must provide to the Council a Bank Guarantee or Bank Guarantees at the times and in the amounts specified in Schedule 3 to secure the completion of the Works.
- (b) The Council may call on a Bank Guarantee provided under this clause if:
  - (i) the Developers are in material or substantial breach of this agreement and have failed to rectify the breach within a reasonable period of time after having been given reasonable



notice (which must not be less than 21 Business Days) in writing to do so in accordance with clause 13.1 of this agreement; or

- (ii) the Developers or either of them become insolvent.
- (c) Within 20 Business Days of each anniversary of a Bank Guarantee provided under clause (a), the Developers must provide Council with one or more replacement Bank Guarantees (**replacement Bank Guarantee**) in an amount calculated in accordance with the following:

$$A = \frac{B \times D}{C}$$

Where:

A is the amount of the replacement Bank Guarantee,

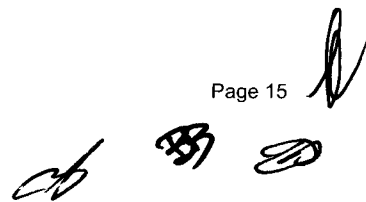
B is the amount of the Bank Guarantee to be replaced,

C is the CPI for the quarter ending immediately before the date of the Bank Guarantee to be replaced,

D is the CPI for the quarter ending immediately before the date of the replacement Bank Guarantee,

provided A is greater than B.

- (d) On receipt of a replacement Bank Guarantee provided under clause 9.1(c), the Council must release and return to the Developers, as directed, the Bank Guarantee that has been replaced as soon as reasonably practicable.
- (e) At any time following the provision of a Bank Guarantee under this clause, the Developers may provide the Council with one or more replacement Bank Guarantees totalling the amount of all Bank Guarantees required to be provided under this clause for the time being. On receipt of such replacement Bank Guarantee, the Council must release and return to the Developers, as directed, the Bank Guarantee(s) which it holds that have been replaced as soon as reasonably practicable.
- (f) Subject to this clause and the provisions of this agreement, the Council may apply the proceeds of a Bank Guarantee in satisfaction of:
  - (i) any obligation of the Developers under this agreement to carry out the Works, and
  - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement.
- (g) The Council must promptly return a Bank Guarantee provided under this clause if requested by the Developer and:
  - (i) A Certificate of Practical Completion has been issued for the item of Works to which the Bank Guarantee relates; and



- (ii) The Developers have provided a Bond or Bank Guarantee under clause 8.5 of Schedule 2 for that item of Works; and
  - (iii) If the Bank Guarantee relates to other items of Works for which a Certificate of Practical Completion has not been issued, a replacement Bank Guarantee is provided by the Developer in an amount determined by the Council acting reasonably, that is equivalent to the costs of constructing those other items of Works.
- (h) For the avoidance of doubt, the Developers may direct Council in writing to continue to hold a Bank Guarantee in satisfaction of the requirement to submit a Bank Guarantee or Bond under clause 5.3 for maintenance of the Works or clause 8.5 of Schedule 2 of the Construction Terms for defects liability.
- (i) Nothing in this clause 9.1 prevents or restricts the Council from taking any enforcement action in relation to:
- (i) any obligation of the Developers under this agreement; or
  - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developers to comply with this agreement,
- that is not or cannot be satisfied by calling on a Bank Guarantee.

## 9.2 *Restriction on the issue of Certificates*

- (a) In accordance with section 109F of the Act and clause 146A of the Regulation the obligations to provide the Bank Guarantees required under clause 9.1 must be satisfied prior to the issue of Construction Certificates for the Development or any part of the Development as specified in Schedule 3.
- (b) In accordance with section 109H(2) of the Act the obligations to:
- (i) carry out any part of the Works in accordance with clause 5.1 and Schedule 1,
  - (ii) provide a Bank Guarantee or Bond for maintenance under clause 5.3, and
  - (iii) provide a Bank Guarantee or Bond for any item of the Works for defects liability under clause 8.5 of the Construction Terms,
- must be satisfied prior to the issue of an Occupation Certificate for the Development or any part of the Development.

## 9.3 *General Enforcement*

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.

- (b) Nothing in this Agreement prevents:
  - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
  - (ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

## 10 Review

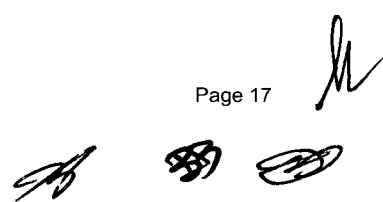
- (a) This agreement may be reviewed or modified and any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by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

## 11 Assignment and Dealings

### 11.1 *Restriction on Dealings*

The Developers may not sell, transfer, assign, mortgage, lease or otherwise deal with (**Dealing**) its right, title and interest in the Land or its rights and obligations under this agreement, or allow any interest in them to be varied, in each case (excluding a strata lot in the Development), without Council's consent and unless, before any such sale, transfer assignment, charge, encumbrance or novation, the Developers:

- (a) give Council not less than ten (10) Business Days notice of the proposed Dealing;
- (b) procure that the transferee, assignee or novatee (**incoming party**) signs and delivers to Council prior to any such Dealing taking effect, a deed in favour of the Developers in form and substance acceptable to Council whereby:
  - (i) the incoming party becomes contractually bound to perform all of the Developers' obligations (including obligations which may have arisen before the transfer, assignment or novation takes effect) and have the benefit of all of the Developers' rights under this agreement; and
  - (ii) the Developers and / or the incoming party will pay the costs and expenses incurred by Council in connection with the negotiation, preparation and execution of such deed;
- (c) satisfy Council, acting reasonably, that the incoming party is financially capable of complying with the Developers' obligations under this agreement; and



- (d) satisfy Council, acting reasonably, that the rights of the Council will not be diminished or fettered in any way.

## 11.2 *Sale Notification*

The Developer must give Council a written notice advising Council of the sale or transfer of the Land no later than 10 business days after any such sale or transfer (excluding a strata lot in the Development).

## 12 No fetter

### 12.1 *Discretion*

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

### 12.2 *No fetter*

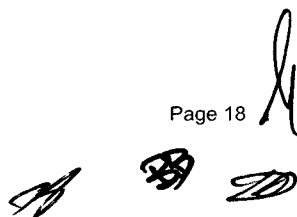
No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

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

## 13 Notices

### 13.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 8 of this agreement.



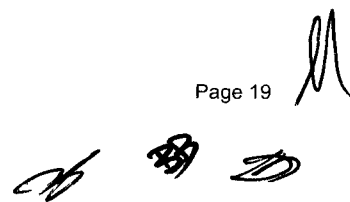
## 13.2 Notices

Subject to clause 13.3, any notice given under or in connection with this agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by fax at the address or fax number below, or at the address or fax number last notified by the intended recipient to the sender after the date of this agreement:
  - (i) to Parramatta City Council: PO Box 32, Parramatta, NSW 2124  
Fax: 02 9806 5917  
Attention: Manager, Land Use Planning
  - (ii) to Payce I or Payce III: c/- Payce Consolidated Limited, Chifley Tower Level 37, 2 Chifley Square, Sydney NSW 2000  
Fax: (612) 8080 2399  
Attention: The General Manager (Dominic Sullivan)
- (c) is taken to be given and made:
  - (i) in the case of hand delivery, when delivered;
  - (ii) in the case of delivery by post, three (3) Business Days after the date of posting (if posted to an address in the same country) or seven (7) Business Days after the date of posting (if posted to an address in another country);
  - (iii) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's fax number;
- (d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

## 13.3 Notices sent by email

- (a) A party may serve a Notice by email if the Notice:
  - (i) includes a signature block specifying:
    - (A) the name of the person sending the Notice; and
    - (B) the sender's position within the relevant party;
  - (ii) states in the body of the message or the subject field that it is sent as a Notice under this agreement;



- (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement;
- (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:

(A) to Parramatta City Council:                      Attention: Chief Executive Officer  
council@parracity.nsw.gov.au

(B) to Payce I or Payce III:                      Attention: Dominic Sullivan  
dominic@payce.com.au

- (b) The recipient of a Notice served under this clause 13.3 must:
  - (i) promptly acknowledge receipt of the Notice; and
  - (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause (b) does not invalidate service of a Notice under this clause.

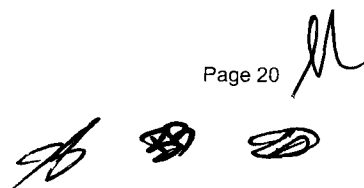
#### 13.4 *Receipt of Notices sent by email*

- (a) A Notice sent under clause 13.3 is taken to be given or made:
  - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
  - (ii) when the Notice enters an information system controlled by the recipient; or
  - (iii) when the Notice is first opened or read by the recipient,whichever occurs first.
- (b) If under clause (a) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

## 14 General

### 14.1 *Relationship between parties*

- (a) Nothing in this agreement:
  - (i) constitutes a partnership between the parties; or
  - (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
  - (i) bind another party; or





- (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

#### 14.2 *Time for doing acts*

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

#### 14.3 *Further assurances*

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

#### 14.4 *Joint and individual liability and benefits*

Except as otherwise set out in this agreement, any agreement, covenant, representation or warranty under this agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

#### 14.5 *Variation*

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties.

#### 14.6 *Counterparts*

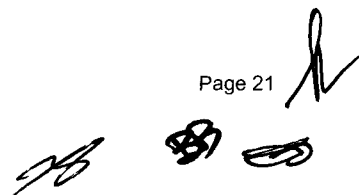
This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

#### 14.7 *Legal expenses and Advertising costs*

No later than 10 business days after being demanded by Council the Developers must pay the Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this agreement. The Developers agree to pay or reimburse the costs and expenses incurred by Council in connection with the advertising and exhibition of this planning agreement in accordance with the Act.

#### 14.8 *Entire agreement*

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



#### 14.9 *Invalidity*

- (a) A word or provision must be read down if:
  - (i) this agreement is void, voidable, or unenforceable if it is not read down;
  - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
  - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
  - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
  - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 14.9(b)(i) or (ii) applies.

#### 14.10 *Waiver*

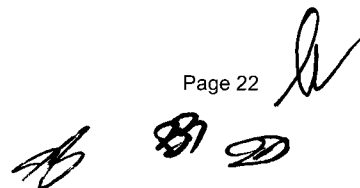
A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

#### 14.11 *Governing law and jurisdiction*

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

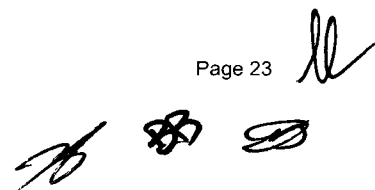
#### 14.12 *GST*

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



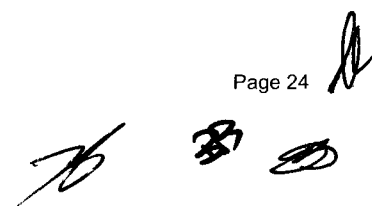
**14.13 Representations and warranties**

The parties represent and warrant that they have the power to enter into this agreement and comply with their obligations under this agreement and that entry into this agreement will not result in the breach of any law.

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## List of schedules

Number	Description	Clause reference
Schedule 1	Works	Clause 1, definitions of Foreshore Works, Pocket Park Works, Car Park Works and Lighting Works
Schedule 2	Construction Terms	Clause 6.1
Schedule 3	Bank Guarantees	Clause 10.1



## Schedule 1 Works

### 1 Foreshore Works

- 1.1 The Foreshore Works are all works including (but not limited to) survey, design, engineering, demolition, earthworks, relocation of utilities (if required) and construction works necessary to landscape and embellish the Foreshore Land in accordance with a detailed landscape design prepared in compliance with condition 38 of the Development Consent and the Construction Terms.
- 1.2 The Foreshore Works will include:
- (a) a children's playground, generally in accordance with the design at Annexure D,
  - (b) two observation decks,
  - (c) sandstone walls,
  - (d) concrete paths
  - (e) bench seats
  - (f) new stone embellishment to match new and existing footpaths,
  - (g) plantings,
  - (h) turfing,
  - (i) semi-mature and mature trees, and
  - (j) the protection and maintenance of a threatened plant species habitat.
- 1.3 The Foreshore Works will be consistent with the Landscape Concept Plan.

### 2 Pocket Park Works

- 2.1 The Pocket Park Works are all works including (but not limited to) survey, design, engineering, demolition, earthworks, relocation of utilities (if required) and construction works necessary to landscape and embellish the Pocket Park Land in accordance with a detailed landscape design prepared in compliance with condition 38 of the Development Consent and the Construction Terms.
- 2.2 The Pocket Park Works will include hard and soft landscaping and other items as required by the Development Consent.
- 2.3 The Pocket Park Works will be consistent with the Landscape Concept Plan.

### 3 Car Park Works

- 3.1 The Car Park Works are all works including (but not limited to) survey, design, engineering, demolition, earthworks, relocation of utilities (if required) and construction works necessary to formalise the existing, on grade car park for George Kendall Riverside Park currently accessed from Broadoaks Street north of the Seamist Avenue intersection, including:
- (a) 80 car spaces,

- (b) asphalt,
- (c) kerbs and guttering,
- (d) lighting,
- (e) line marking,
- (f) drainage to the existing parking area,
- (g) landscaping works, and
- (h) installation of pedestrian lighting to existing pedestrian footpath along George Kendall Reserve to Parramatta River.

3.2 The Car Park Works will be carried out in compliance with a detailed design prepared in compliance with the Construction Terms, which will be generally consistent with the sketch plan at Annexure D.

3.3 The Environmental Management Plan for George Kendall Riverside Park (Golder Associates 2014) and Council's policy on contaminated land must be taken into account when undertaking the Car Park Works.

**4 Lighting Works**

4.1 The Lighting Works are all works including (but not limited to) survey, design, engineering, demolition, earthworks, relocation of utilities (if required) and construction works necessary to establish pedestrian lighting along the existing footpath in George Kendall Riverside Park as shown in red on the plan at Annexure F.

**5 Timing of Works**

<b>Works</b>	<b>Timing</b>
Car Park Works	Prior to the issue of the first Occupation Certificate for any residential development forming part of the Development
Lighting Works	Prior to the issue of the first Occupation Certificate for any residential development forming part of the Development
Stage 1 of the Foreshore Works as shown on the Staging Plan	Prior to the issue of the first Occupation Certificate for any residential development forming part of the Development
Stage 2 of the Foreshore Works as shown on the Staging Plan	Prior to the issue of the first Occupation Certificate for any part of the Development on that part of the Land within Lot 305 DP 1175644

<b>Works</b>	<b>Timing</b>
Stage 3 of the Foreshore Works as shown on the Staging Plan	Prior to the issue of the first Occupation Certificate for any part of the Development on that part of the Land within Lot 306 DP 1175644
Stage 4 of the Foreshore Works as shown on the Staging Plan, including the Pocket Park Works on Lot 314 DP 1187812	Prior to the issue of the first Occupation Certificate for any part of the Development on that part of the Land within Lot 301 or Lot 302 DP 1175644
Stage 5 of the Foreshore Works as shown on the Staging Plan, including the Pocket Park Works on Lot 313 DP 1187812	Prior to the issue of the first Occupation Certificate for any part of the Development on that part of the Land within Lot 303 or Lot 304 DP 1175644

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## Schedule 2 Construction Terms

### 1 Interpretation

For the purposes of this Schedule 2, the defined terms in clause 1 of this agreement and the Interpretation principles in clause 2 of this agreement will apply and, unless context indicates a contrary intention:

**Builder** means any entity contracted under the Construction Contract to carry out the Works.

**Construction Contract** means the contract to carry out the Works (whether or not that is a contract for the Works only or forms part of a contract for the building of other components of the Development).

**Defects Liability Period** means in respect of each item of building works which together comprise the Works the period of 12 months from the date on which the Certificate of Practical Completion is issued for the Works.

**Detailed Design** means the final specifications and finishes for the Works prepared in accordance with clause 5.2 of this Schedule 2 and will include the design of the Works, the location for the Works, installation specifications and estimated costs of construction and / or installation.

**Services** means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under a Development Consent or an Approval and which are necessary or desirable for the construction, operation or occupation of the Development.

**Superintendent** means the Superintendent appointed under any Construction Contract.

### 2 Requirements of Authorities and Approvals

2.1 These Construction Terms must be read and construed subject to:

- (a) any requirements or conditions of the Development Consent;
- (b) the requirements of and conditions imposed by all relevant Authorities and all laws relating to the Development and the construction of the Development.

2.2 If the Developers require any Approvals in order to carry out the obligations under this agreement, then the Developer will acquire all Approvals necessary to carry out the Works at its own cost.

2.3 The Developers must ensure that the Works carried out under this agreement are carried out:

- (a) in accordance with the relevant Development Consents for the Works and all Approvals and the requirements of all Laws, including without limitation, occupational health and safety legislation; and
- (b) in a good and workmanlike manner and so that they are diligently progressed until completion;



AND it is acknowledged that to the extent that there is any inconsistency between this agreement and any Approval the terms of the Approval shall take precedence.

### **3 Costs of Works**

All costs of the Works must be borne by the Developers.

### **4 Project Management and Contractor Engagement**

4.1 The Developers will be responsible for managing the Works.

4.2 The Developers will ensure that any contractor they engage to carry out the Works agrees to:

- (a) carry out the Developers' obligations in these Construction Terms as part of any Construction Contract; and
- (b) request a Council representative to be present at each on-site meeting attended by the Superintendent and to ensure the Council representative is present at the meeting.

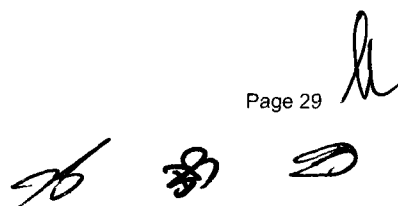
### **5 Design Development and Approvals**

#### **5.1 Concept Design**

Council and the Developers have worked in consultation with each other to prepare and agree the Landscape Concept Plan as attached in Annexure B.

#### **5.2 Detailed Design**

- (a) Prior to Works commencing the Developers must provide a copy of the draft Detailed Design to the Council for approval.
- (b) Within 15 Business Days of receiving the Detailed Design, Council will respond to the Developers with any suggested amendments to the Detailed Design.
- (c) Council and the Developers must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.
- (d) If the Detailed Design is not completed and agreed within 15 Business Days of Council providing its suggested amendments in accordance with clause 5.2(b) of this Schedule 2, to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:
  - (A) is consistent with the obligation to provide the contributions as set out in clause 5 and this agreement; and
  - (B) is consistent with the Development Consent; and
  - (C) does not materially and adversely affect the Development; and



(D) is not unreasonable.

**5.3** Any acceptance by the Council of the Detailed Design under this clause 5.2 of Schedule 2 is not to be taken as approval of or to any Construction Certificate for the Works.

**5.4 Good faith**

The parties must act promptly and in good faith to consult in relation to the Detailed Design.

**6 Carrying out of Works**

**6.1 Communication**

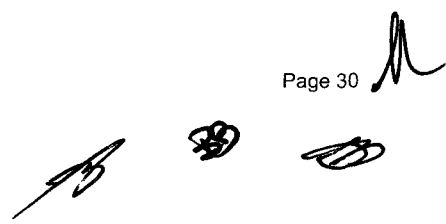
The Developers must keep Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.

**6.2 Standard of Works**

- (a) Unless otherwise provided, the Developers shall, and must cause the Builder to, use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.
- (b) The qualitative standard of the design and finishes for the Works must be no less than those described in the following documents:
  - (i) Any relevant Australian Standard;
  - (ii) The Parramatta City Council Public Domain Guidelines March 2014 and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this agreement.
- (c) The Developers will obtain the relevant standards and specifications, the Parramatta City Council Public Domain Guidelines March 2014 and any other requirements or policies referred to in clause 6.2(b)(ii) of this Schedule 2 from Council if the Council fails to deliver them to the Developers.
- (d) The Developer may but is not obliged to reinstate any Works where damage or destruction is as a result of:
  - (i) Any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this agreement; or
  - (ii) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.

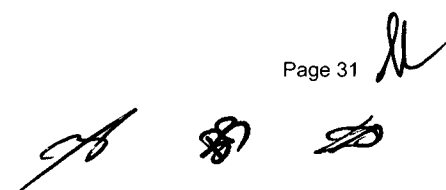
**7 Inspection**

- (a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (**Inspection**



**Schedule**) to occur at specified stages of the construction of the Works (**Inspection Stage**). If the Council does not provide the Inspection Schedule, the Developers must request the Inspection Schedule from the Council prior to the Works commencing.

- (b) Five (5) Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developers must notify the Council of the proposed inspection date (**Inspection Date**).
- (c) On the Inspection Date, or other agreed date, the Developers must ensure that any employees, contractors, agents or representatives of Council have access to and may enter the Land to inspect the Works.
- (d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council may enter the Land or any part of the land on which the Works are located to inspect the progress of the Works, subject to:
  - (i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);
  - (ii) giving reasonable notice to the Developers;
  - (iii) complying with all reasonable directions of the Developers; and
  - (iv) being accompanied by the Developers or their nominee, or as otherwise agreed.
- (e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 7(c) or 7(d) of this Schedule 2), notify the Developers of any defect or non-compliance in the Works and direct the Developers to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:
  - (i) removal of defective or non-complying material;
  - (ii) demolishing defective or non-complying work;
  - (iii) reconstructing, replacing or correcting any defective or non-complying work; and
  - (iv) not delivering any defective or non-complying material to the site of the Works.
- (f) If the Developers are issued a direction to carry out further work under clause 7(e) of this Schedule 2, the Developers must, at the Developers' cost, rectify the defect or non-compliance specified in the notice within the time period specified in the notice, provided that it is reasonable having regard to the nature of the works.
- (g) If the Developers fail to comply with a direction to carry out work given under clause 7(e) of this Schedule 2, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet



the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required works have been completed to the Council's satisfaction, acting reasonably.

- (h) For the avoidance of doubt, any acceptance by the Council that the Developers have rectified a defect or non-compliance identified in a notice issued under clause 7(e) of this Schedule 2 does not constitute:
  - (ii) acceptance by the Council that the Works comply with all Approvals and Laws; or
  - (iii) an Approval by the Council in respect of the Works; or
  - (iv) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this agreement.

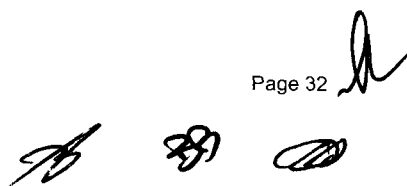
## **8 Completion**

### **8.1 Practical Completion**

- (a) When the Developers consider that the Works, or any part of the Works, are complete, the Developers must send a notice to the Council accompanied by complete works as executed plans and a request for written certification from the Council that the Works are complete.
- (b) Within 10 Business Days of receipt of the notice under clause 8.1(a) of this Schedule 2, the Council will carry out an inspection of the Works and will, acting reasonably, either:
  - (i) provide written certification to the Developers that the Works have been completed; or
  - (ii) notify the Developers of any additional information required or matters which must be addressed by the Developers prior to the certification being issued.
- (c) If the Developers are required to provide additional information or address any matters under clause 8.1(b)(ii) of this Schedule 2, the Developers will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 8.1(a) of this Schedule 2 for written certification that the Works have been completed.
- (d) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works.

### **8.2 Delivery of documents**

- (a) The Developers must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works deliver to the Council, complete and legible copies of:



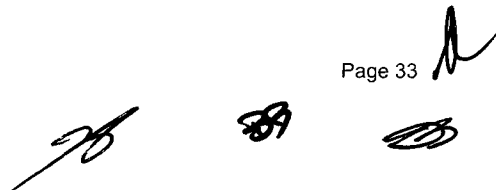
- (i) all "as built" full-sized drawings, specifications and relevant operation and service manuals;
  - (ii) all necessary certificates including the certificates of any consultants of the Developer that the Council may reasonably require; and
  - (iii) copies of all Approvals required for the occupation or use of the land subject to the Works.
- (b) The Developers must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works, provide the Council with a tour of the land subject to the Works and provide reasonable instructions on the operation and use of the Services on that land.

### 8.3 Assignment of Warranties and Causes of Action

- (a) The Developers must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Developers and the Builder (and capable of assignment) with respect to any material or goods incorporated in or forming part of the Works.
- (b) To the extent that any such warranties or guarantees cannot be assigned, the Developers must at the request of Council do anything reasonably required by Council to enforce such warranties or guarantees for the benefit of Council.

### 8.4 Defects Liability Period

- (a) During the Defects Liability Period, the Council (acting reasonably) may give to the Developers a notice (**Rectification Notice**) in writing that identifies a defect in the Works and specifies:
- (i) action required to be undertaken by the Developers to rectify that defect (**Rectification Works**); and
  - (ii) the date on which the defect must be rectified (**Rectification Date**).
- (b) The Developers must comply with the Rectification Notice by:
- (i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;
  - (ii) keeping the Council reasonably informed of the action to be taken to rectify the defect; and
  - (iii) carrying out the Rectification Works.
- (c) The Council must give the Developers and their contractors any access required to carry out the Rectification Works.

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- (d) When the Developers consider that the Rectification Works are complete, the Developers must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.
- (e) The Council may inspect the Rectification Works within 15 Business Days of receiving a notice from the Developer under clause 9.1(d) of this Schedule 2 and, acting reasonably, :
  - (i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or
  - (ii) notify the Developers in writing that it is satisfied the Rectification Works are complete.
- (f) The Developers must meet all costs of and incidental to rectification of defects under this clause 9.1.
- (g) If the Developers fail to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Developers, and may:
  - (i) call upon any Bond or Bank Guarantee provided to the Council under clause 9.2 of this Schedule 2 to meet its costs of carrying out Rectification Works; and
  - (ii) recover as a debt due to the Council by the Developers in a court of competent jurisdiction, any difference between the amount of the security deposit and the costs incurred by the Council in carrying out Rectification Works.

#### **8.5 Security for Defects Liability**

- (a) Prior to the issue of a Certificate of Practical Completion for each item of the Works the Developers must deliver to the Council Bonds or Bank Guarantees in an amount equivalent to 2.5% of the construction costs for the particular item of Works.
- (b) The Developers advise and the Council acknowledges its awareness that the Bonds or Bank Guarantees may be supplied by the Builder and form a part of the security held by the Developers from the Builder under the terms of the Construction Contract, provided that:
  - (i) any Bond or Bank Guarantee provided by the Builder benefits the Council and satisfies the requirements of this agreement; and
  - (ii) the Developer procures an agreement from the Builder that the Council will be entitled to call on any Bond or Bank Guarantee provided by the Builder, in accordance with the terms of this agreement and the terms of any Construction Contract.
- (c) Within 10 Business Days after the Defects Liability Period for a particular item of Works has expired Council must (if it has not called on it) return the Bond or Bank Guarantee referred to in clause 9.2(a) of this

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Schedule 2 for that item of Works (or any remaining balance of it) to the Developers.

- (b) Notwithstanding clause 9.2(c) of this Schedule 2, if during the Defects Liability Period for a particular item of Works, the Council issues a Rectification Notice and the Rectification Notice is not complied with, then the Council need not deliver the balance of any Bonds or Bank Guarantees provided to it until that defect has been rectified.

**9 Risk**

The Developers undertake the Works entirely at their own risk.

**10 Insurance**

- (a) Prior to the commencement of the construction of any of the Works, the Developers must ensure the Builder effects and the Developers must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):
  - (i) construction works insurance for the value of the Works;
  - (ii) public risk insurance for at least \$20 million;
  - (iii) workers compensation insurance as required by law.
- (b) The Developers must provide evidence of currency of insurance required by clause 11(a) of this Schedule 2 upon request by the Council, acting reasonably, throughout the term of this agreement.

**11 Indemnities**

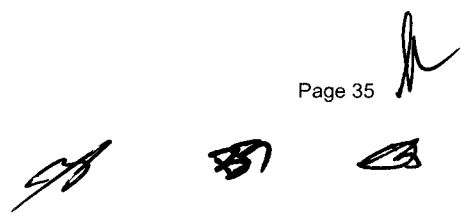
The Developers indemnify the Council, its employees, officers, agents and contractors from and against all Claims in connection with the carrying out by the Developers of the Works except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

**12 Intellectual Property Rights**

The Council acknowledges that the Developers or its contractors hold all rights to copyright and any intellectual property which may exist in the Works. To the extent the Developers have or receive intellectual property rights for the Works, the Developers shall assign those intellectual property rights to Council or permit use thereof.

**13 Risk of contamination**

- 13.1 The Developers acknowledge that the land the subject of the Car Park Works is potentially affected by contamination as indicated by Council's current information and records.
- 13.2 The Developers acknowledge and agree:



- (a) that they are responsible for the management and remediation of any contamination present upon or under the land on which the Works are to be carried out;
- (b) they will attend to any necessary remediation at their own costs; and
- (c) to the fullest extent permitted by law indemnify and release the Council from any Claim which might arise from any contamination with respect to the land on which the Works are to be carried out.

**14 Plans**

- (a) The parties acknowledge and agree that further detail and refinement of plans and documents in connection with this agreement may be necessary having regard to the following matters:
  - (i) matters affecting Works not capable of identification on or before the date of this agreement; or
  - (iii) by agreement between the parties.

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### Schedule 3 Bank Guarantees

Bank Guarantee Amount	Works Secured	Timing
\$ 1,822 ,560	Car Park Works, Lighting Works, Stage 1 Foreshore Works	On execution of this agreement
\$ 91,704	Stage 2 Foreshore Works	(a) Prior to the issue of the first Construction Certificate for any building forming part of the Development within Lot 305 DP 1175644, or (b) If that first Construction Certificate has been issued as at the date of this agreement, on execution of this agreement
\$ 59,589	Stage 3 Foreshore Works	(a) Prior to the issue of the first Construction Certificate for any building forming part of the Development within Lot 306 DP 1175644, or (b) If that first Construction Certificate has been issued as at the date of this agreement, on execution of this agreement
\$ 389,304	Stage 4 Foreshore Works and the Pocket Park Works on Lot 314 DP 1187812	(a) Prior to the issue of the first Construction Certificate for any building forming part of the Development within Lot 301 or Lot 302 DP 1175644, or (b) If that first Construction Certificate has been issued as at the date of this agreement, on execution of this agreement
\$1,144,217	Stage 5 Foreshore Works and the Pocket Park Works on Lot 313 DP 1187812	(a) Prior to the issue of the first Construction Certificate for any building forming part of the Development within Lot 303 or Lot 304 DP 1175644, or (b) If that first Construction Certificate has been issued as at the date of this agreement, on execution of this agreement

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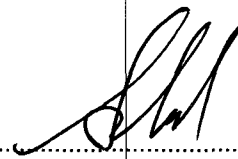
**Execution Page**

Executed as an agreement

**Executed by Parramatta City Council** )  
under seal in accordance with a resolution )  
of the Council made on : )



Chief Executive Officer



Lord Mayor

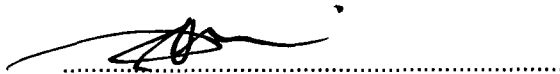
**GREGORY CHARLES DYER**

Print name of Chief Executive Officer


**S D Lloyd**

Print name of Lord Mayor

**Executed by Payce AE2-I Pty Ltd** )  
ACN 161 153 205 in accordance with )  
section 127 of the *Corporations Act 2001* )  
(Cth) by: )



Signature of Director



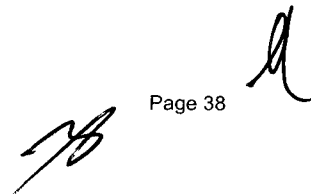
Signature of Director/Secretary

**DOMINIC SULLIVAN**

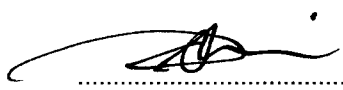
Print name of Director

**BRIAN BAILISON**

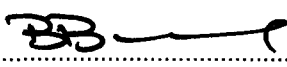
Print name of Director/Secretary



Executed by Payce AE2-III Pty Ltd )  
ACN 161 153 162 in accordance with )  
section 127 of the Corporations Act 2001 )  
(Cth) by: )  
)  
)



Signature of Director



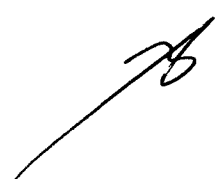
Signature of Director/Secretary

DOMINIC SULLIVAN

Print name of Director

BRIAN BAILISON

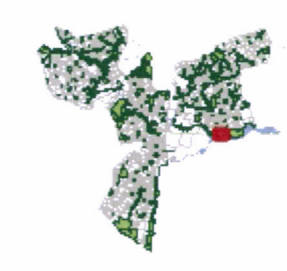
Print name of Director/Secretary



Annexure A

The Land

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**Legend**

- Parramatta LGA
- Street Names
- Parcel
- 🎡 Playgrounds
- 🌳 Parks
- 🚉 Railway Station
- 🚊 Railway Line
- 🛣️ Road
- ⊕ Road Intersection
- 🌊 Watercourse

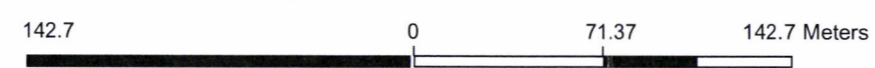
Disclaimer: While every effort has been made to ensure the correctness of the information on this map at the time of its Production, Parramatta City Council does not warrant the information or plans do not contain errors and the Council shall be in no way liable for any loss, damage or injury as a result of any such errors.

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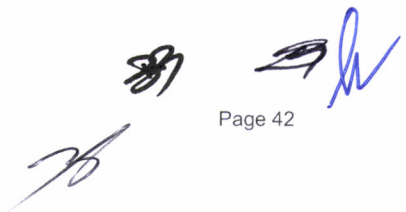


Maps Updated and Published by ICT, Parramatta City Council  
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 Base data supplied from NSW Department of Lands  
 Projection - Map Grid of Australia (MGA94)  
 Datum - Geocentric Datum of Australia (GDA94)

Printed 22/01/2015

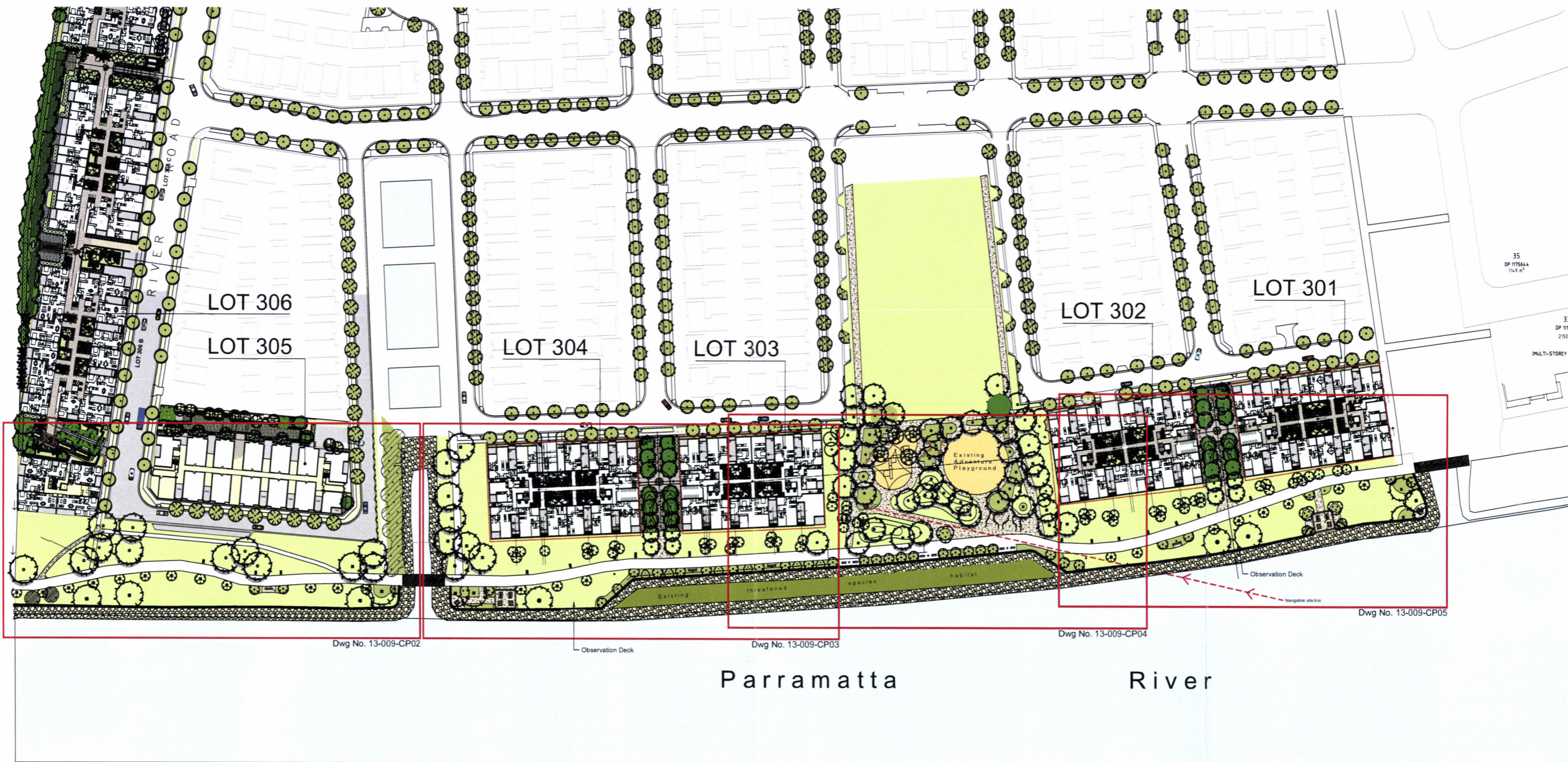


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SILVERWATER ROAD



Legend

	Existing concrete footpath		Proposed concrete footpath		Proposed Cabbage tree palm (Livistonia australis)
	Existing boulder embankment		Granite strip		Open canopy Australian native tree eg Angophora costata
	Existing threatened species habitat		Mown lawn		Proposed deciduous tree Crepe Myrtle (Lagerstroemia indica)
	Existing trees		Garden bed		
	Existing street trees		Evergreen tree in pocket park		



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Issue	Description	By	Date
A	FOR REVIEW	SJG	9.7.2014
B	AMENDMENTS AS REQUIRED TO REMOVE STRUCTURES OUT OF THREATENED SPECIES ZONE	SPB	23.10.2014
C	PLANTINGS AMENDED	SPB	03.11.2014
D	SCULPTURE MOVED AND LANDSCAPE AMENDED	SPB	10.11.2014
E	GENERAL AMENDMENT	SPB	22.12.2014
F	GENERAL AMENDMENT	SPB	11.05.2015
G	Cafe deck and paths removed	SJG	18.05.2015

ARCHITECTS:

**JAMES PFEIFFER LANDSCAPE ARCHITECTS**  
 11 College Place, Bowral, N.S.W. 2576  
 P.O. Box 2256, Bowral, N.S.W. 2576  
 Tel: (02)4861 6999 Fax: (02)4861 6966  
 Email: james@jpla.com.au  
 James Pfeiffer Landscape Architects Pty Ltd ABN 83 088 399 580

PROJECT TITLE:  
**River Park**

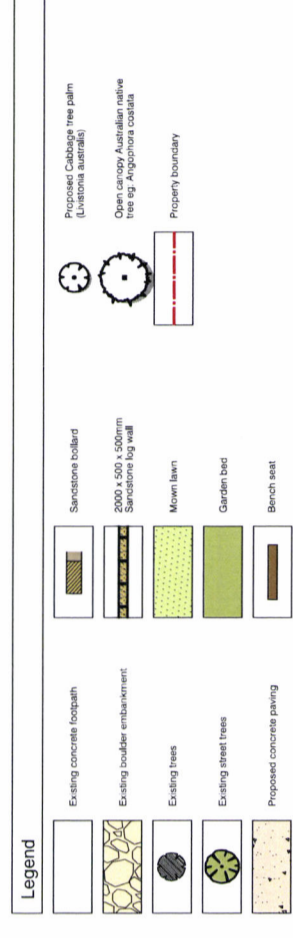
CLIENT:  
AE2-East Pty Ltd & SH EMT East Development Pty Ltd and  
AE2-West Pty Ltd & SH EMT West Development Pty Ltd

ADDRESS:  
**Parramatta River, Ermington**

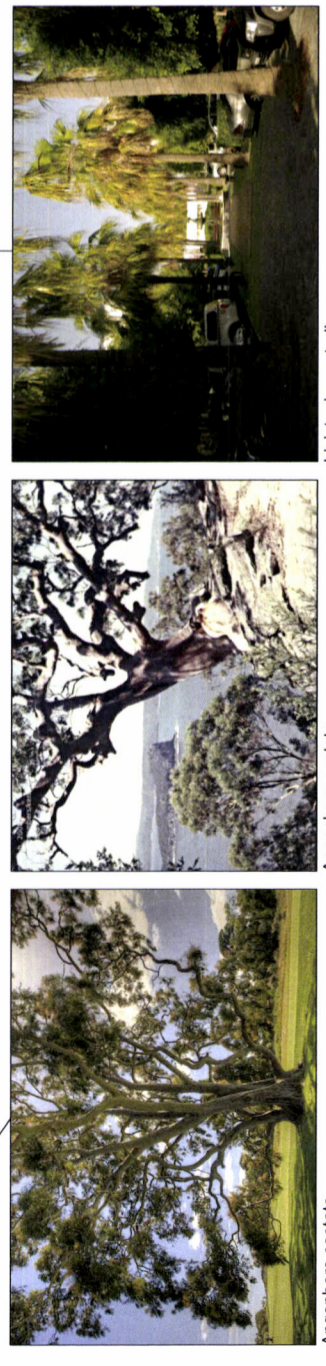
DRAWING TITLE:  
**Site Plan**

SCALE: 1:800 @A1	DATE: 14.4.2014
DRAWN: S.P.B.	CHECKED: J.P.
DRAWING No: <b>13-009-CP01</b>	ISSUE: <b>G</b>

*Handwritten signatures and initials.*



Parramatta River



Angophora costata

Angophora costata

Livistonia australis

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Amendments	Issue	Description	By	Date
C	TREES & PHOTOS AMENDED		S/JG	9.7.2014
D	FOR APPROVAL		S/JG	21.7.2014
E	AMENDMENTS AS REQUIRED TO REMOVE STRUCTURES OUT OF THREATENED SPECIES ZONE		S/PB	23.10.2014
F	PLANTINGS AMENDED		S/PB	03.11.2014
G	GENERAL AMENDMENT		S/PB	22.12.2014
H	GENERAL AMENDMENT		S/PB	11.05.2015

ARCHITECTS  
**JAMES PFEIFFER LANDSCAPE ARCHITECTS**  
 11 College Place, Bowral, N.S.W. 2576  
 P.O. Box 2256, Bowral, N.S.W. 2576  
 Tel: (02)4861 6998 Fax: (02)4861 6966  
 Email: james@jpia.com.au  
 James Pfeiffer Landscape Architects Pty Ltd ABN 83 08 309 900

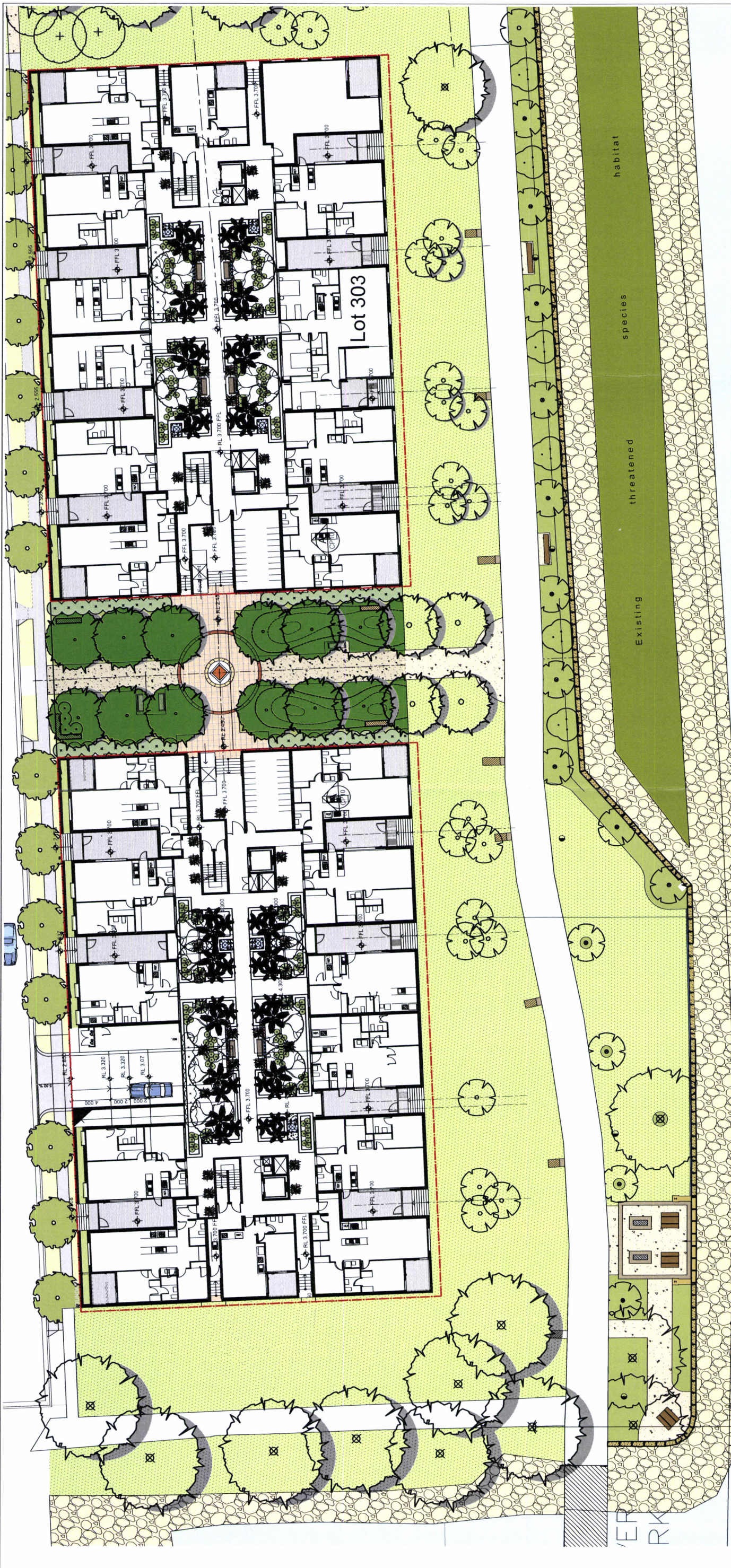
PROJECT TITLE  
**River Park**  
 CLIENT  
 AEZ-East Pty Ltd & SH EMT East Development Pty Ltd and  
 AEZ-West Pty Ltd & SH EMT West Development Pty Ltd

ADDRESS  
**Parramatta River, Ermington**  
 DRAWING TITLE  
**Landscape Concept Plan -adjacent to Lot 305 & 306**

SCALE: 1:200 @A1  
 DRAWN: S.P.B.  
 DATE: 24.3.2014  
 CHECKED: J.P.  
 DRAWING NO: 13-009-CP02  
 ISSUE: H

88

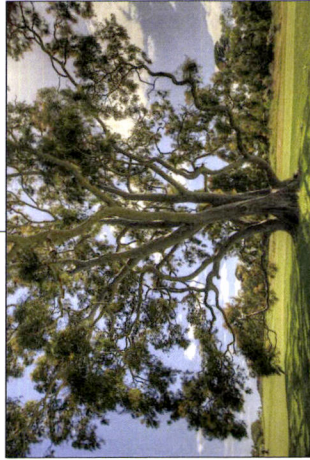




Proposed Observation Deck -  
Refer Dwg No. 13-009-CP10

Parramatta

River



Angophora costata



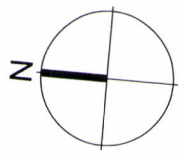
Angophora costata



Livistonia australis

**Legend**

	Existing concrete footpath		2000 x 500 x 500mm Sandstone log wall
	Existing boulder embankment		Mown lawn
	Existing street light		Garden bed
	Proposed concrete footpath		Existing threatened species habitat
	Sandstone bollard		Property boundary
	Bench seat		Evergreen tree in pocket park
	Proposed Cabbage tree palm (Livistonia australis)		Open canopy Australian native tree eg. Angophora costata



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**Amendments**

Issue	Description	By	Date
E	FOR APPROVAL	S/G	31.3.2014
F	PHOTOS AND LEGEND AMENDED	S/G	9.7.2014
G	FOR APPROVAL	S/G	21.7.2014
H	AMENDMENTS AS REQUIRED TO REMOVE STRUCTURES OUT OF THREATENED SPECIES ZONE	SFB	23.10.2014
I	PLANTINGS AMENDED	SFB	03.11.2014
J	GENERAL AMENDMENT	SFB	22.12.2014
K	GENERAL AMENDMENT	SFB	11.02.2015
L	Cable deck and paths removed	S/G	18.02.2015

**JAMES PFEIFFER LANDSCAPE ARCHITECTS**  
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Email: james@jpla.com.au

James Pfeiffer Landscape Architects Pty Ltd ABN 83 088 399 590

**PROJECT TITLE:** River Park  
**CLIENT:** AE2-East Pty Ltd & SH EMT East Development Pty Ltd and AE2-West Pty Ltd & SH EMT West Development Pty Ltd

**ADDRESS:** Parramatta River, Ermington  
**DRAWING TITLE:** Landscape Concept Plan -adjacent to Lot 303 & 304

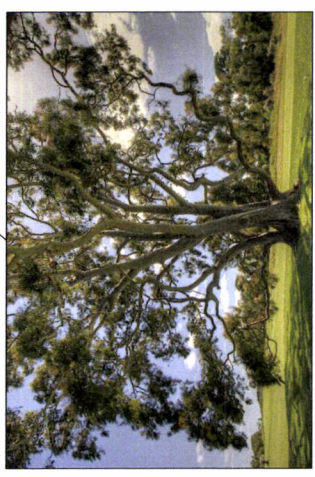
**SCALE:** 1:200 @A1  
**DRAWN:** S.P.B.  
**DATE:** 14.2.2014  
**CHECKED:** J.P.  
**DRAWING No:** 13-009-CP03  
**ISSUE:** L

88

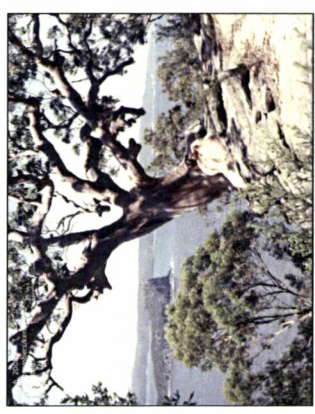


River

Parramatta



Angophora costata



Angophora costata



Livistonia australis

**Legend**

	Existing concrete loop path		2000 x 600 x 400mm Sandstone log wall		Open canopy tree (e.g. Angophora costata)
	Existing boulder embankment		Mown lawn		Proposed dead-end tree (e.g. Myrica Lagerstroemia indica)
	Existing street light		Garden bed		Property boundary
	Proposed concrete loop path		Existing threatened species habitat		Bench seat
	Sandstone bollard		Evergreen tree in pocket park		Existing navigation beacon
			Proposed Cabbage tree palm (Livistonia australis)		

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Issue	Description	By	Date
F	REDESIGNED AND NEW PHOTOS ADDED	S.J.G.	9/7/2014
G	FOR APPROVAL	S.J.G.	21/7/2014
H	AMENDMENTS AS REQUIRED TO REMOVE STRUCTURES	S.J.G.	23/10/2014
I	PLANTINGS AMENDED	S.P.B.	03/11/2014
J	SCULPTURE MOVED AND LANDSCAPE AMENDED	S.P.B.	04/11/2014
K	GENERAL AMENDMENT	S.P.B.	22/12/2014
L	GENERAL AMENDMENT	S.P.B.	11/05/2015
M	Cable slack and paths removed	S.J.G.	18/05/2015

ARCHITECTS

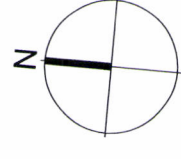
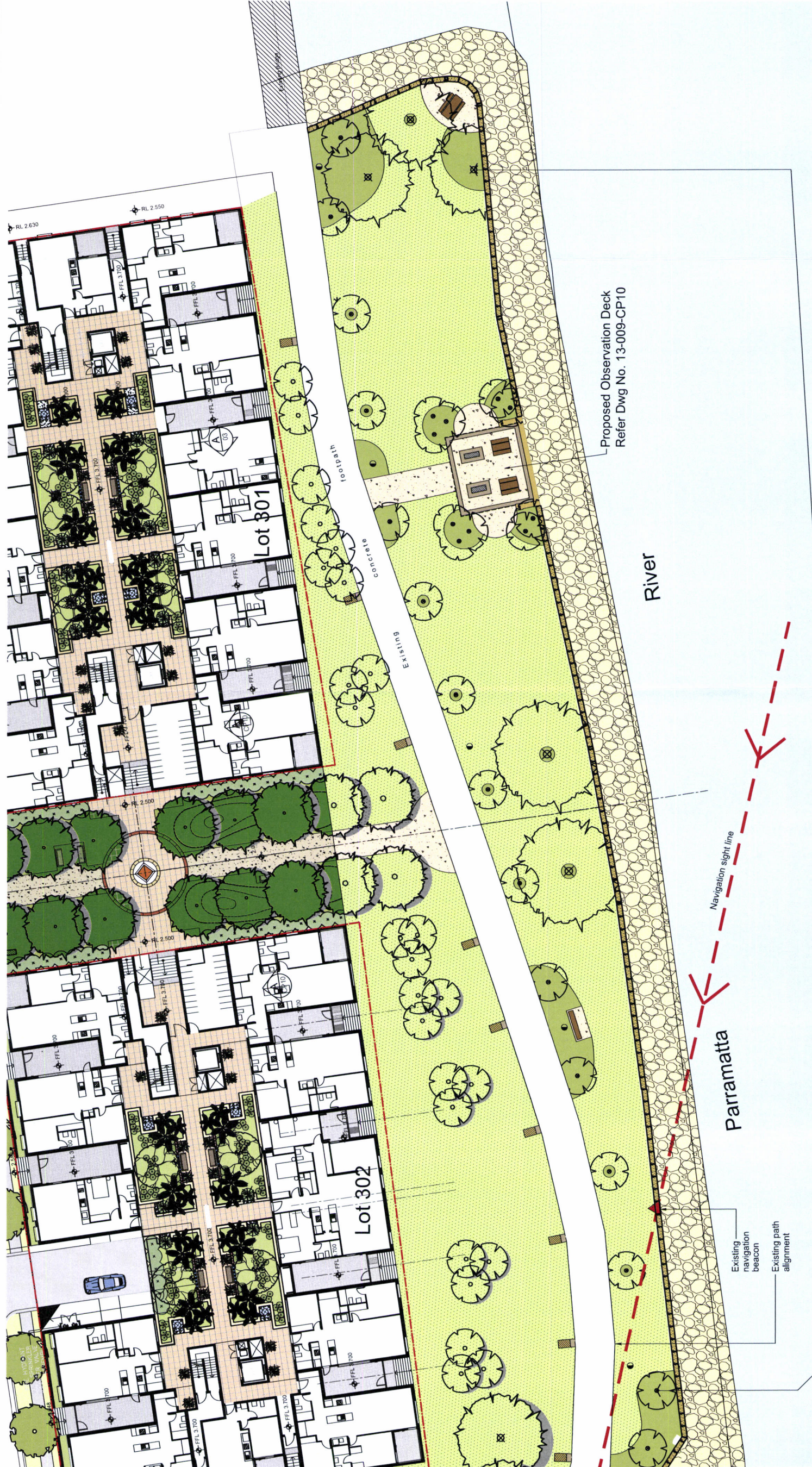
**JAMES PFEIFFER LANDSCAPE ARCHITECTS**  
 11 College Place, Bowral, N.S.W. 2576  
 P.O. Box 2256, Bowral, N.S.W. 2576  
 Tel: (02)4881 6999 Fax: (02)4881 6986  
 Email: james@jpla.com.au  
 James Pfeiffer Landscape Architects Pty Ltd ABN 83 088 399 950

PROJECT TITLE: River Park  
 CLIENT: AE2-East Pty Ltd & SH EMT East Development Pty Ltd and AE2-West Pty Ltd & SH EMT West Development Pty Ltd

ADDRESS: Parramatta River, Ermington  
 DRAWING TITLE: Landscape Concept Plan -adjacent to Lot 302 & 303

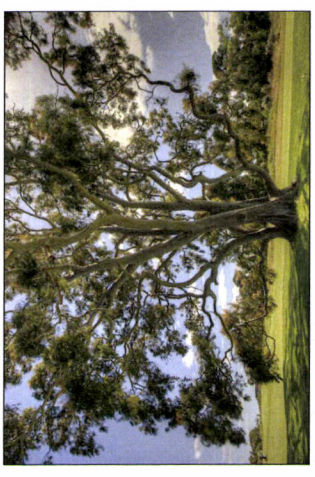
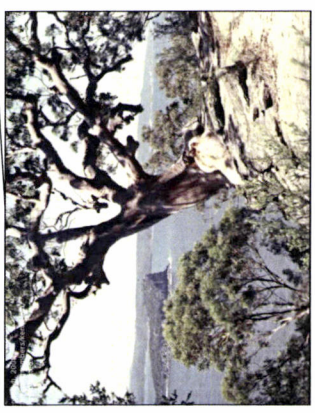
SCALE: 1:200 @A1  
 DRAWN: S.P.B.  
 CHECKED: J.P.  
 DATE: 14.2.2014  
 DRAWING NO: 13-009-CP04  
 ISSUE: M

Handwritten initials and signatures.



**Legend**

Existing concrete footpath	Sandstone ballard	Bench seat	Evergreen tree in pocket park
Existing boulder embankment	2000 x 500 x 600mm Sandstone log wall	Mown lawn	Proposed Cabbage tree palm (Livistonia australis)
Existing street light	Garden bed	Garden bed	Open canopy Australian native tree eg. Angophora costata
Proposed concrete footpath	Existing navigation beacon	Property boundary	
Grass strip			



SCALE: 1:200 @ A1	DATE: 14.2.2014
DRAWN: S.P.B.	CHECKED: J.P.
DRAWING NO: 13-009-CP05	ISSUE: K

ADDRESS: Parramatta River, Ermington
DRAWING TITLE: Landscape Concept Plan -adjacent to Lot 301 & 302

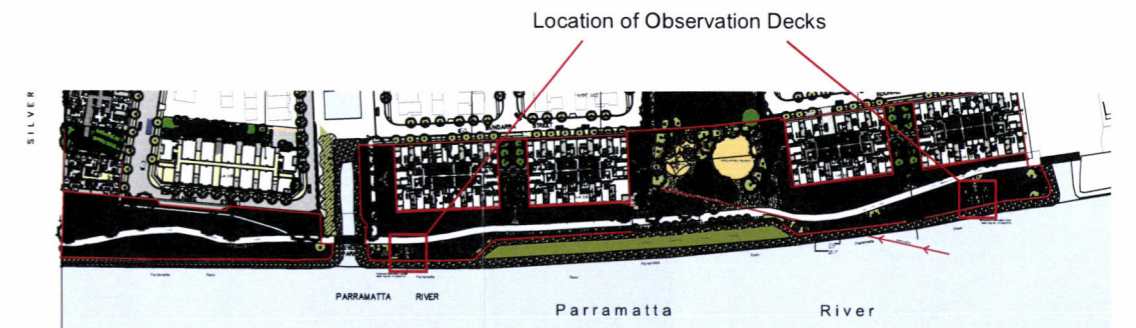
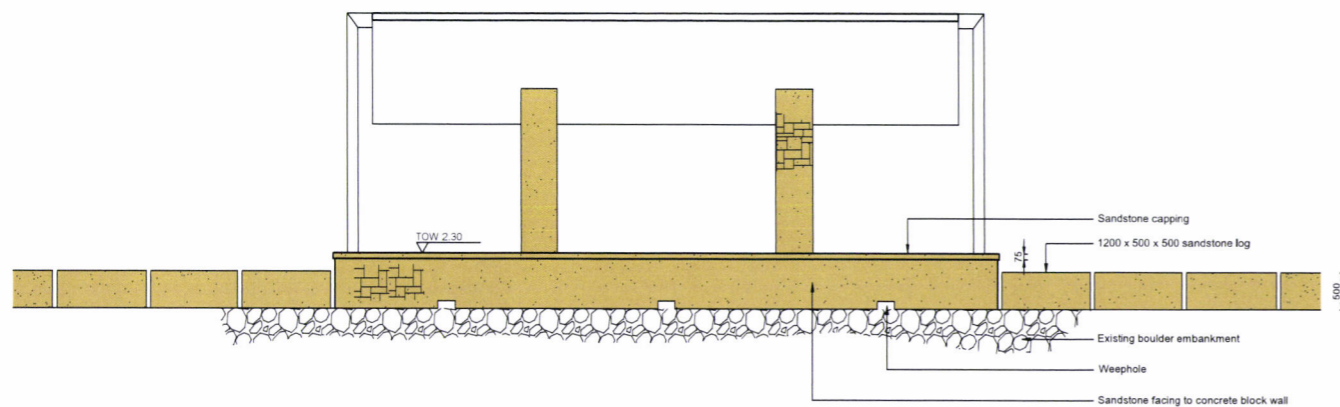
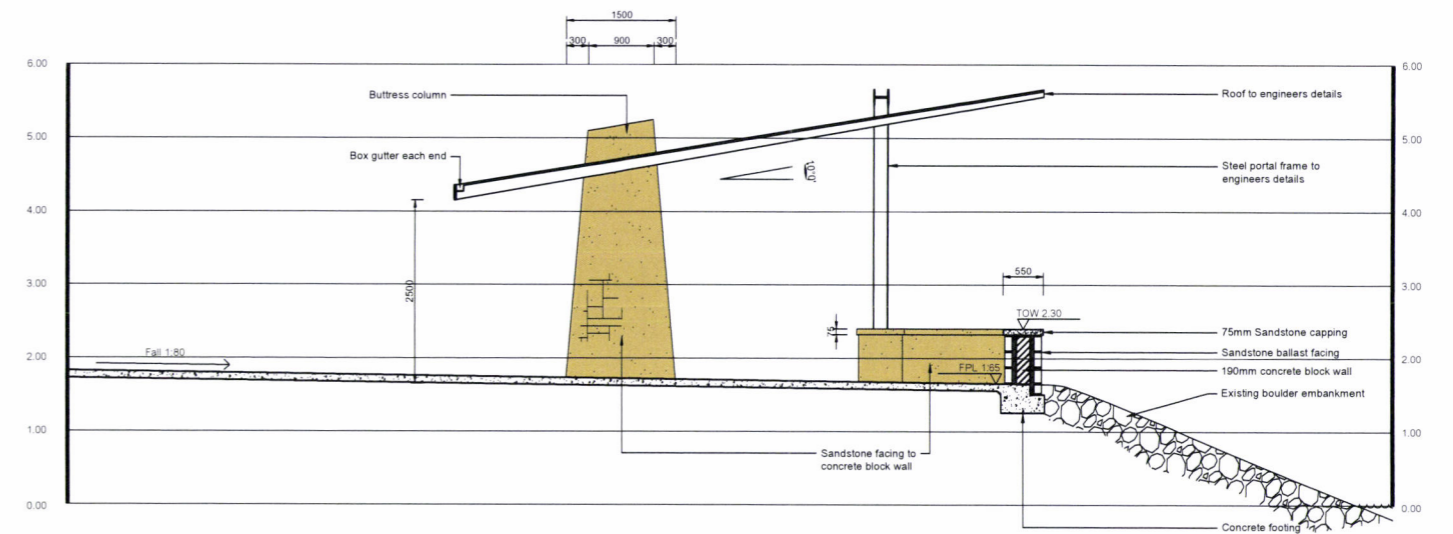
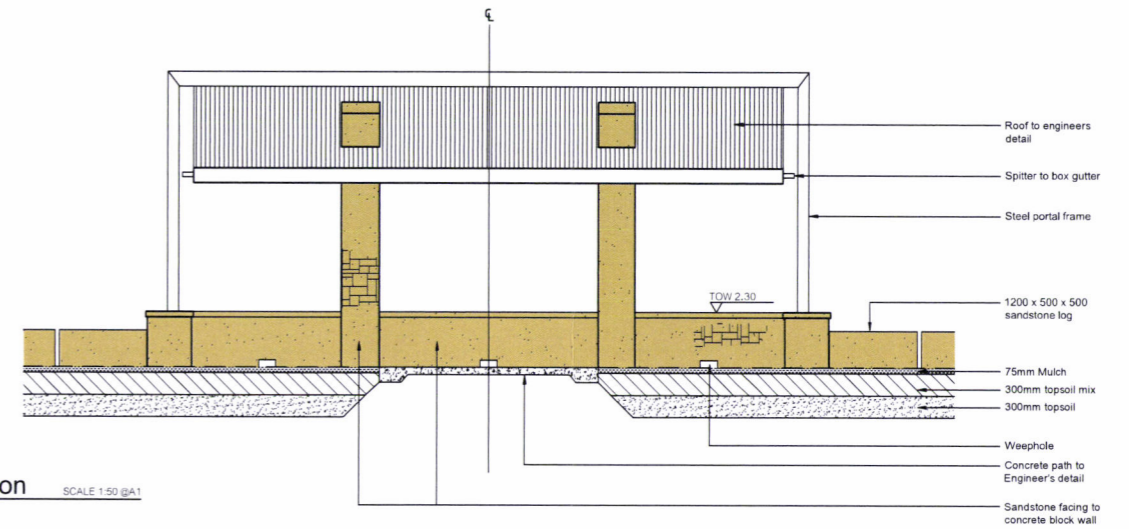
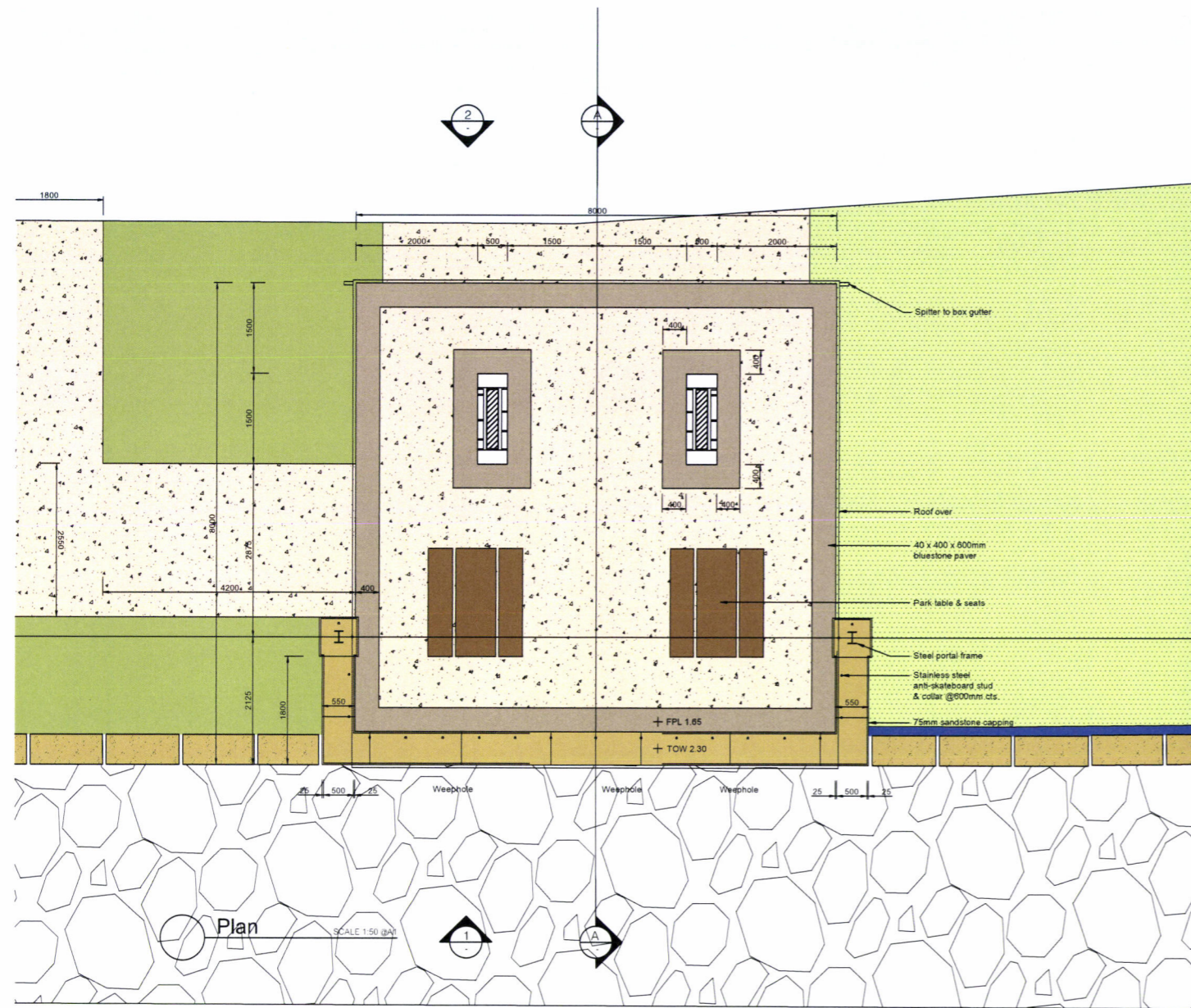
PROJECT TITLE: River Park
CLIENT: AEZ-East Pty Ltd & SH EMT East Development Pty Ltd and AEZ-West Pty Ltd & SH EMT West Development Pty Ltd

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Issue	Description	By	Date
D	LANDSCAPING CHANGED TO SOUTH OF LOT 302	S.P.B.	24.2.2014
E	FOR APPROVAL LEGEND CHANGED	S.P.B.	31.3.2014
G	FOR APPROVAL	S.P.B.	21.7.2014
H	AMENDMENTS AS REQUIRED TO REMOVE STRUCTURES OUT OF THREATENED SPECIES ZONE	S.P.B.	23.10.2014
J	PLANTINGS AMENDED	S.P.B.	03.11.2014
K	GENERAL AMENDMENT	S.P.B.	11.05.2015

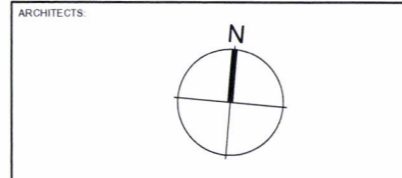
ARCHITECTS: JAMES PFEIFFER LANDSCAPE ARCHITECTS
---

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Amendments			
Issue	Description	By	Date
A	For Review	S.P.B.	5.12.2014



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Email: james@jpla.com.au

PROJECT TITLE:  
**River Park**

CLIENT:  
AE2-East Pty Ltd & SH EMT East Development Pty Ltd and  
AE2-West Pty Ltd & SH EMT West Development Pty Ltd

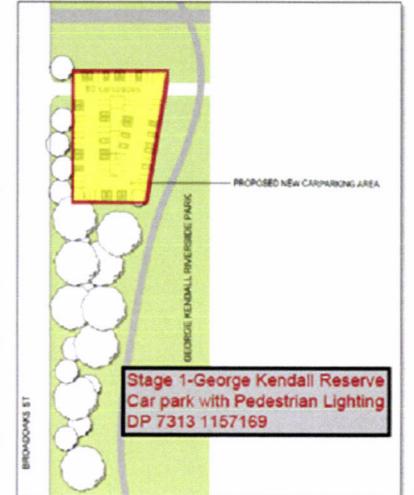
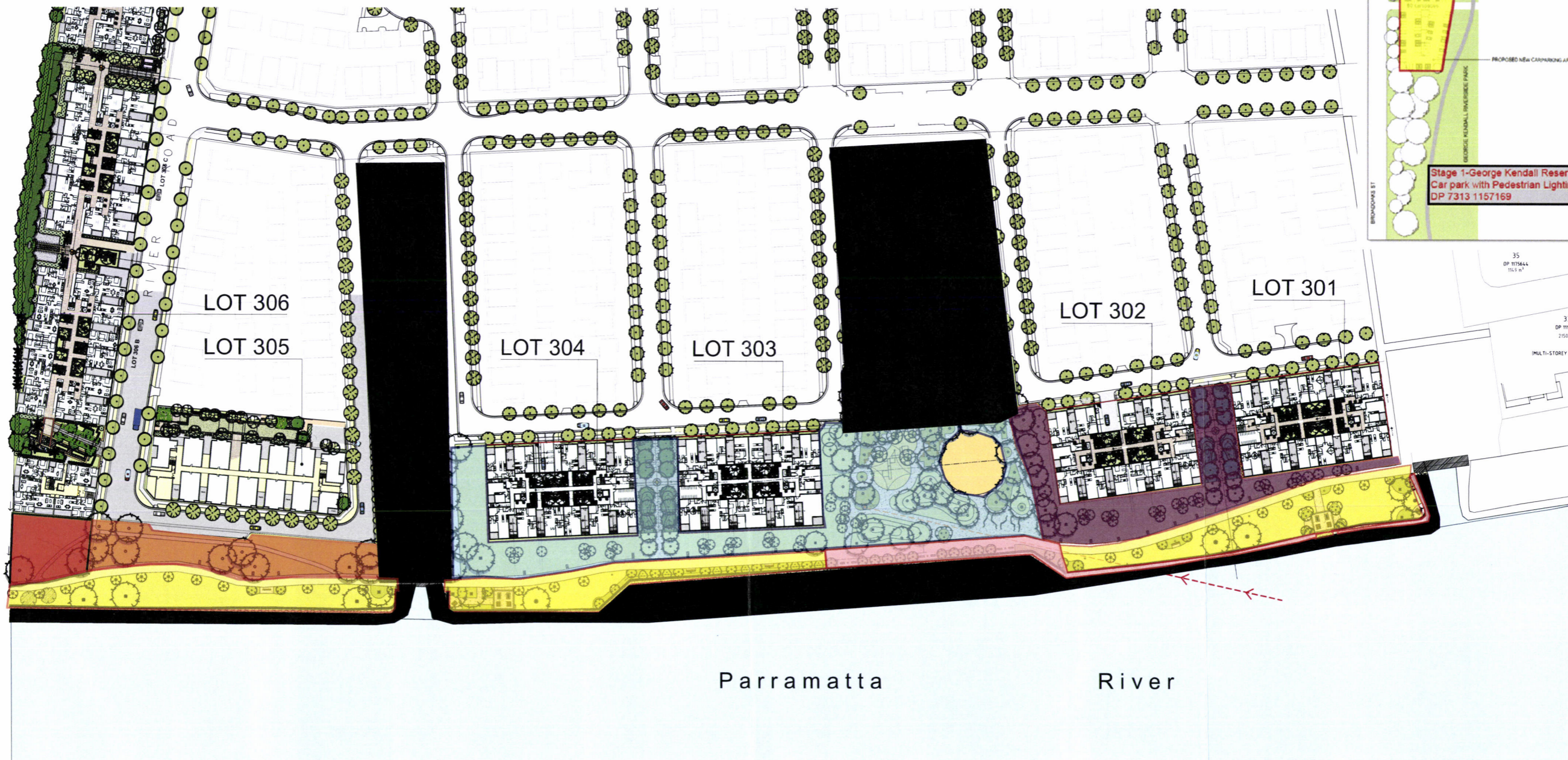
ADDRESS:  
**Parramatta River, Ermington**

DRAWING TITLE:  
**Stage 2 - Observation Deck**

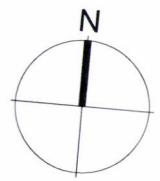
SCALE: 1:2000, 1:50 @A1	DATE: 05.12.2014
DRAWN: S.P.B.	CHECKED: J.P.
DRAWING No: <b>13-009-CP10</b>	ISSUE: <b>A</b>



SILVERWATER ROAD



- STAGE 1- Foreshore Zone & George Kendall Carpark  
DP 311 11187812  
DP 7313 115169-Partial
- STAGE 2-Lot 305  
DP 311 1187812
- STAGE 3-Lot 306  
DP 311 1187812
- STAGE 4-Lot 301/302  
DP 310 1187812-Partial  
DP 311 1187812-Partial  
DP 314 1187812
- STAGE 5-Lot 303/304 & Lower Halverson Park  
DP 309 1187812-Partial  
DP 310 1187812-Partial  
DP 311 1187812-Partial  
DP 313 1187812  
DP 310 1187812
- Foreshore Prototype-COMLETE
- NOT IN SCOPE



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Amendments			
Issue	Description	By	Date
A		SPB	11.05.2015
B	Cafe deck and paths removed	SJG	18.05.2015

ARCHITECTS:

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 Email: james@jpla.com.au  
James Pfeiffer Landscape Architects Pty Ltd ABN 63 088 399 580

PROJECT TITLE:  
**River Park**

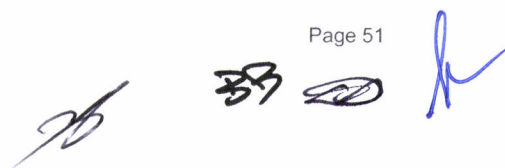
CLIENT:  
AE2-East Pty Ltd & SH EMT East Development Pty Ltd and  
AE2-West Pty Ltd & SH EMT West Development Pty Ltd

ADDRESS:  
**Parramatta River, Ermington**

DRAWING TITLE:  
**Staging Plan**

SCALE: 1:800 @A1	DATE: 14.4.2014
DRAWN: S.P.B.	CHECKED: J.P.
DRAWING No: <b>13-009-CP00</b>	ISSUE: <b>B</b>

*Handwritten signatures and initials in blue ink.*

Handwritten signatures and initials in black and blue ink, located at the bottom right of the page. There are four distinct marks: a black signature, a black initial 'SP', a black circular mark, and a blue signature.



m projects  
Play Equipment  
Drawing No. JMC 1410-29B

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*[Handwritten signatures and initials]*





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Handwritten blue ink marks, including a signature and some scribbles.



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*[Handwritten signatures and initials]*



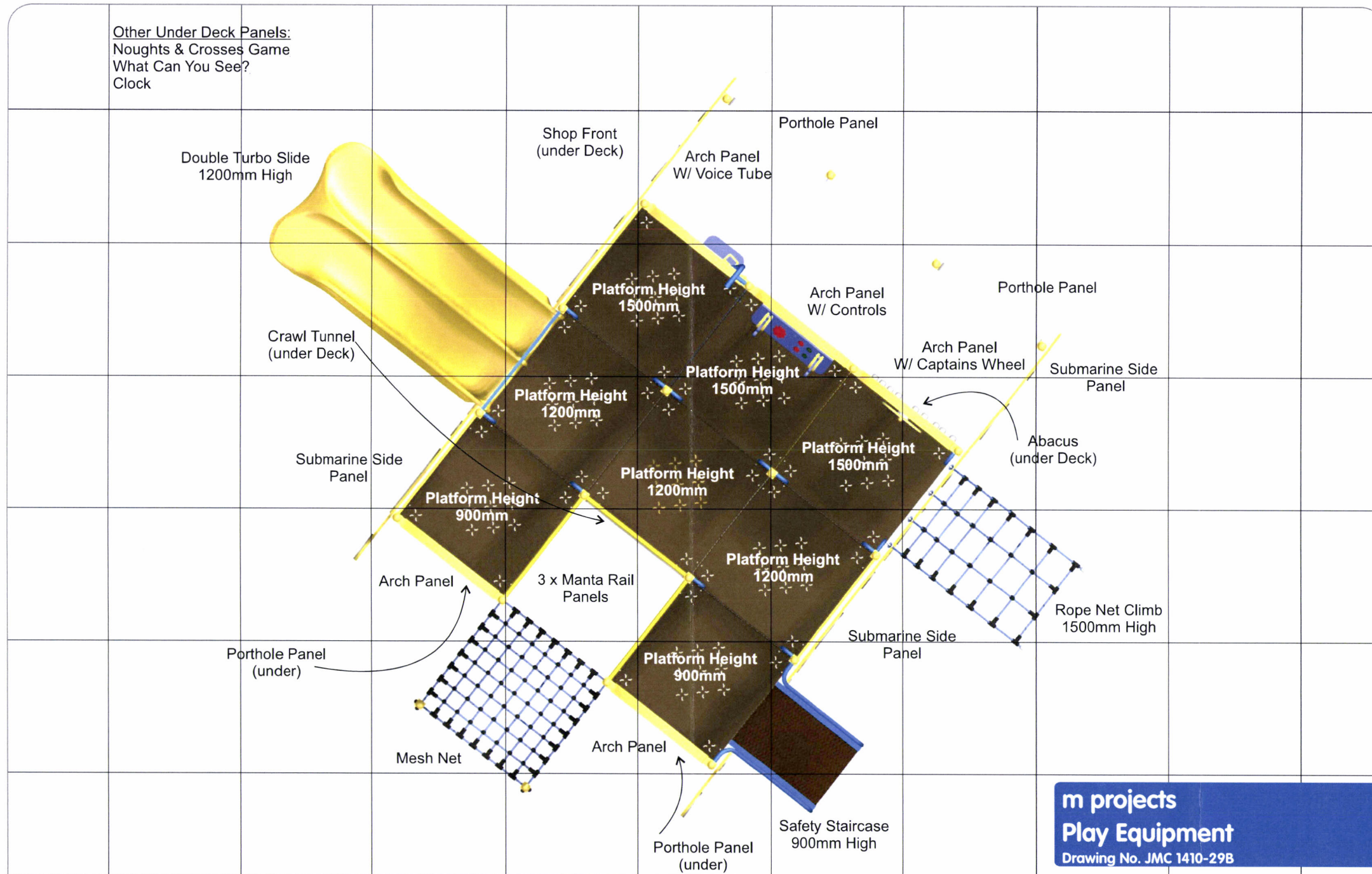
m projects  
Play Equipment  
Drawing No. JMC 1410-29B

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Handwritten signatures and initials in blue ink, including a large 'K' and some illegible scribbles.



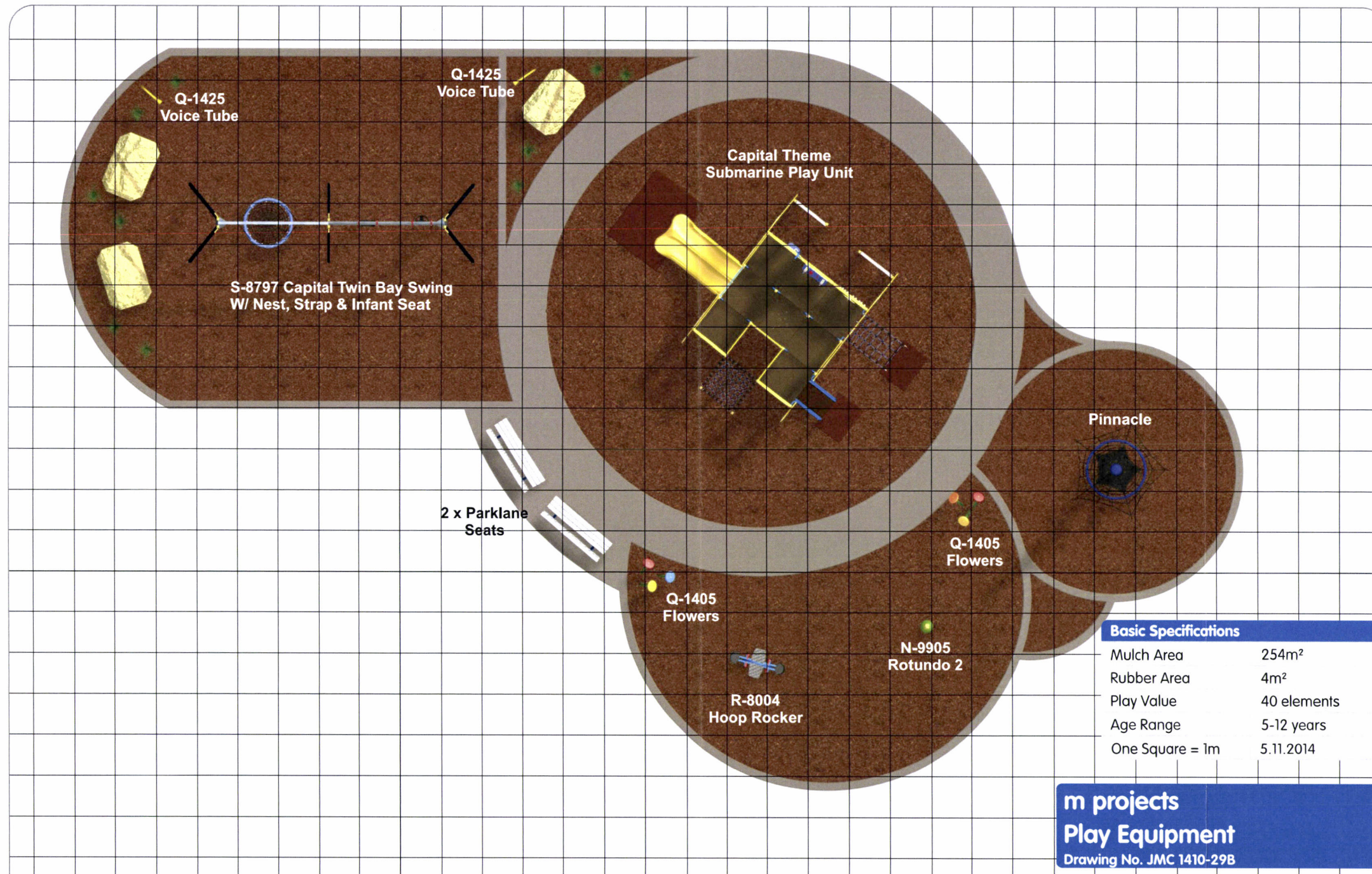
**m projects**  
**Play Equipment**  
 Drawing No. JMC 1410-29B

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Annexure E

Car Park Plan



Page 58



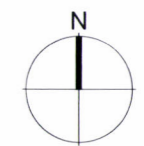


Botanical Name	Common Name	Qty	Size	Spacing
<b>Evergreen Trees</b>				
A c	Angophora costata	Smooth Barked Apple	2	100 L as shown

Legend	
	Existing trees
	Existing Lomandra longifolia to be retained
	Remove existing Westringia shrubs
	Existing sandstone retaining wall
	Turf - Match existing turf - 100mm turf underlay - 200mm cultivate sub-grade
	Make good existing turf damaged as part of construction work
	75mm mulch - 15mm Eucy Mulch supplied by Australian Native Landscapes
	Steel garden edge

- Notes**
1. Stormwater Drainage layout and specification to Hydraulic Engineer's details.
  2. Lighting layout and specification to Electrical Engineer's details.
  3. Car Park Design to comply with relevant Australian Standards and Council's Engineering Standards.
  4. Existing trees to remain along Broadoaks Street.

**Landscape Plan** Scale 1:200 @A1



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Issue	Description	By	Date
A	Tender Issue	S.J.G.	09.04.2015
B	Planting removed	S.J.G.	24.04.2015
C	New base plan added	S.J.G.	08.05.2015

ARCHITECTS:

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 Email: james@jpla.com.au  
 James Pfeiffer Landscape Architects Pty Ltd ABN 61 088 399 540

PROJECT TITLE:  
**Ermington Overflow Commuter Carpark**  
 CLIENT:  
 AE2-East Pty Ltd & SH EMT East Development Pty Ltd and  
 AE2-West Pty Ltd & SH EMT West Development Pty Ltd

ADDRESS:  
**Broadoaks Street, Ermington**  
 DRAWING TITLE:  
**Landscape Plan & Sections**

SCALE: 1:200 & 1:20 @A1	DATE: 09.04.2015
DRAWN: S.J.G.	CHECKED: J.P.
DRAWING No: <b>15-004-WD01</b>	ISSUE: <b>C</b>

*Handwritten signatures and initials at the bottom right of the drawing.*





Lighting of Existing Pathway (George Kendall Reserve)



- Proposed Car Park
- Proposed Lighting to existing footpath


Handwritten signatures and initials in blue ink.




### Ermington VPA Landscaping Maintenance Schedule

Maintenance Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Lawns</b>												
Mowing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Edging	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Blowing of paths	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lawn Fertiliser			Y					Y				
<b>Garden Beds</b>												
Weeding	Y		Y			Y			Y		Y	
Pruning (as required)				Y				Y			Y	
Slow release fertiliser								Y				
Pest & Disease Management (as required)												
Mulching of garden beds					Y					Y		
<b>Trees/Palms</b>												
Remove dead fronds and limbs (as required)												
<b>General</b>												
Inspection of all areas	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Rectification/minor works from inspections	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Checking of irrigation system	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Reporting	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

Indicates 1 visit per month	
Indicates 2 visits per month	

  
 Scott Wiggin, Local Mayor

  
 Gregory Charles Dyer  
 CEO