

# Voluntary Planning Agreement

## **Draft 2**

**[Date]**

**Penrith City Council**

*ABN 43 794 422 563*

**LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206) as trustee for LegPro Orchard Hills Stage 1 Unit Trust (ABN 37 734 873 636)**

**LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209) as trustee for LegPro Orchard Hills Stage 2 Unit Trust (ABN 88 296 326 360)**

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# Deed of Agreement

## Date

### Parties

#### First party

**Name** Penrith City Council (**Council**)  
**ACN** 43 794 422 563  
**Contact** The General Manager  
**Telephone** 02 4732 7777

#### Second party

**Name** LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206) as trustee for the LegPro Orchard Hills Stage 1 Unit Trust  
**(Stage 1 Developer)**  
**ACN** 673 136 206  
**Contact** Head of Development  
**Telephone** 02 9252 1111

#### Third party

**Name** LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209) ATF LegPro Orchard Hills Stage 2 Unit Trust  
**(Stage 2 Developer)**  
**ACN** 673 759 209  
**Contact** Head of Development  
**Telephone** 02 9252 1111

## Background

- A. On 30 June 2023, amendments to the *Penrith Local Environmental Plan 2010* which rezoned land located at Caddens Road, Kingswood Road and Castle Road in Orchard Hills North (**Orchard Hills North Land**), to enable delivery of new housing, a village centre, open space, roads and other supporting infrastructure were gazetted and took effect from 1 October 2023.
- B. The Orchard Hills North Land is expected to be delivered in approximately 15 stages.
- C. On 2 November 2023 and 23 January 2024 respectively the Stage 1 Developer and the Stage 2 Developer made Stage 1 DA23/0969 and Stage 2 DA24/0041 Development Applications to carry out the Development on the Land.

- D. At the time of the lodgement and determination of the Stage 1 DA and the Stage 2 DA, the Council was finalising preparation of a Section 7.11 Contributions Plan to support the rezoning of the Orchard Hills North Land. The Stage 1 DA and the Stage 2 DA were accompanied by an offer by the Stage 1 Developer and Stage 2 Developer to enter into this deed to make contributions for public purposes if Development Consent was granted.
- E. On 16 September 2024, the Council granted Development Consent to the Stage 1 DA .
- F. On 18 December 2024, the Council granted Development Consent to the Stage 2 DA.
- G. Further Development Applications are expected to be lodged for future stages of the redevelopment of the Orchard Hills North Land, and this deed will be amended to incorporate the future stages.

## Operative part

### 1 Definitions

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

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

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

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

**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 that is not limited in time and does not expire 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,
- (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 and containing terms and conditions reasonably acceptable to the Council;

**Bond** means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency;

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

**Certificate of Practical Completion** means the written certificate confirming the Works, or part of the Works, have been completed to the Council's satisfaction issued under clause 8.1(d) of 0;

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

**Complying Development Certificate** has the same meaning as in the Act;

**Construction Certificate** means a construction certificate as defined under section 6.4 of the Act;

**Construction Terms** means the terms set out in 0;

**Contributions** means the dedication of land, the payment of money or the carrying out of Works required under this deed.

**Contributions Plan** means the Orchard Hills North – Area A Development Contributions Plan 2022, as adopted by Council;

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

**Damages** means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

**Dealing**, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

**Dedication Land** means that part of the Land to be dedicated to Council in accordance with this deed, as shown on the plan at **Error! Reference source not found.**;

**Developer** means the Stage 1 Developer and the Stage 2 Developer;

**Development** means the development proposed by:

- (a) DA23/0969 being integrated development for Torrens title subdivision of one lot into 87 residential lots and 2 residue lots, including upgrade works to Caddens Road and a portion of Mariposa Circuit, drainage works in Braeburn Street, earthworks, new roads, landscaping, retaining walls, stormwater works and associated civil works (**Stage 1 DA**); and
- (b) DA24/0041 being integrated development for Torrens title subdivision of three existing lots into 72 residential lots, 1 residue lot and 1 lot for a drainage reserve including demolition of existing structures, retention of one dwelling, tree and vegetation removal, earthworks, new roads and footpaths, landscaping, retaining walls, stormwater works and associated works (**Stage 2 DA**).

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

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

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

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

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

**Handover** means, with respect to any Works, the time Council takes possession of and assumes responsibility for the work in accordance with the Construction Terms;

**Insolvent** means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within [21] days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (g) an execution or analogous process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable.

**Land** means the land identified at Annexure A to this deed;

**Law** means:

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

**Maintain** means works to bring an item to or keep an item in 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.

**Modification Application** means any application to modify a Development Consent under section 4.55 of the Act;

**Monetary Contribution** means the monetary contribution payable by the Developer under clause 0 of this deed;

**Occupation Certificate** means an occupation certificate as defined under section 6.4 the Act;

**Public Reserve** has the same meaning as in the *Local Government Act 1993* (NSW);

**Public Road** has the same meaning as in the *Roads Act 1993* (NSW);

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

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*;

**Stage** means a stage of the Development;

**Subdivision Certificate** means a subdivision certificate defined under section 6.4 of the Act;

**Subdivision Works Certificate** means a subdivision works certificate defined under section 6.4 of the Act; and

**Works** means the work set out in 0.

## 2 Interpretation

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

- (a) **(documents)** a reference to this deed or another document includes any document which varies, supplements, replaces, assigns or novates this deed 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 deed;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this deed;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;

- (f) **(president, General Manager, CEO or managing director)** the president, General Manager, CEO or managing director of a body or Authority means any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in City or State, Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** an deed, representation, covenant, right or obligation:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons binds them jointly and severally;
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

### 3 Planning Agreement under the Act

- (a) The parties agree that this deed is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 3 of this deed summarises the requirements for planning agreements under s 7.4 of the Act and the way this deed addresses those requirements.

### 4 Application of this deed

This deed applies to:

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

### 5 Operation of this deed

This deed commences on and from the date it is executed by all parties.

### 6 Contributions to be made under this deed

#### 6.1 *Monetary Contribution*

- (a) The Developer will pay to Council the monetary contributions as set out in Schedule 1.
- (b) In relation to the monetary contributions detailed at line items 6 - 9 (inclusive) of Table B of Schedule 1 to this deed, the Developer is to pay the greater of:
  - (i) the amount in column titled 'Amount'; or
  - (ii) the amount as indexed at the time of payment in accordance with the Contributions Plan.
- (c) The Developer will pay to Council the monetary contributions by the times set out in Schedule 1.
- (d) The Monetary Contribution must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (e) The Monetary Contribution will be taken to have been made when the Council notifies the Developer in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.
- (f) The parties agree and acknowledge that the Monetary Contribution will be used by the Council towards for the purposes identified in the column titled 'Description' in Schedule 1 to this deed.

#### 6.2 *Works*

- (a) The Developer will carry out the Works in accordance with this deed, including the Construction Terms, and any Development Consent or other Approval granted for the Works.
- (b) The Works or any part of the Works required under this deed will be taken to have been completed for the purposes of this deed when a Certificate of Practical Completion has been issued for those Works.

- (c) The Works or any part of the Works required under this deed will be taken to have been delivered to Council on Handover in accordance with the Construction Terms.
- (d) The Works must be delivered to the Council in accordance with the timing as set out in Schedule 2.
- (e) The parties agree and acknowledge that the Works serve the public purposes set out in Schedule 2.

### 6.3 *Dedication of Land*

- (a) The Developer must dedicate or cause to be transferred to the Council, at no cost to the Council, the Dedication Land freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, municipal rates and charges, water rates and land tax.
- (b) The Developer must take all steps, prepare all documents and meet all costs required to dedicate the Dedication land including, but not limited to:
  - (i) removing any encumbrances on the title to the land;
  - (ii) creating an interest in land in favour of Council if required;
  - (iii) subdividing the Land to create a separate lot for the Dedication Land;
  - (iv) preparing and lodging documents for registration;
  - (v) obtaining the consent of any other parties to the registration of the relevant documents; and
  - (vi) attending to any requisition relating to any dealing or document lodged for registration.
- (c) The obligation to dedicate the Dedication Land will be taken to have been satisfied when the Public Reserve is dedicated to Council by operation of the registration of a plan of subdivision in accordance with section 49 of the *Local Government Act 1993* (NSW).
- (d) The obligation to dedicate the Dedication Land will be taken to have been satisfied when the Public Road is dedicated to Council by operation of the registration of a plan of subdivision in accordance with section 9 of the *Roads Act 1993* (NSW).

### 6.4 *Maintenance and Rectification of Defects*

- (a) The Developer must Maintain the Works and rectify any defects after Handover of the Works in accordance with the Construction Terms.

### 6.5 *Public Access and Easements*

[Not used]

### 6.6 *Access to Council owned land*

- (a) The Council agrees to permit the Developer, 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 Developer to properly perform its obligations under this deed. Nothing in this clause creates or gives the

Developer any estate or interest in any part of the Council owned or controlled land.

- (b) The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the entry or access by the Developer to, or any presence of the Developer on, Council owned or controlled land for the purposes of performing their obligations under this deed, 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.

#### 6.7 *Deferral of Works*

- (a) Despite any other provision of this deed, if the Developer is delayed in completing any Works by the time required in Schedule 1:
  - (i) The Developer must make a written request to the Council, detailing the Work (or part thereof) proposed to be deferred, the reason for the delay and the proposed revised delivery date for that item of Work;
  - (ii) The Developer, at the time of the request to refer works, must provide a construction timeline confirming the intended completion date of any outstanding works; and
  - (iii) The Developer must provide the Council with a Bank Guarantee or Bond in the amount being 200% of the value of the subject Work or part thereof.
- (b) Upon receipt of the written request pursuant to 6.6(a), Council will, acting reasonably, consider the request and inform the Developer within 10 Business Days if the request has been accepted and the revised delivery date for the item of Work.
- (c) If the Developer complies with any approval issued by Council pursuant to clause 6.6(b), the Developer will not be in breach of this deed as a result of not complying with Schedule 1.

## 7 Development Contributions

### 7.2 *Application of s 7.11, s 7.12 and s7.24*

- (a) This deed excludes the application of section 7.11 of the Act to the Development.
- (b) This deed excludes the application of section 7.12 of the Act to the Development.
- (c) This deed does not exclude the application of section 7.24 of the Act to the Development.
- (d) The benefits under this deed are not to be taken into consideration in determining a development contribution under section 7.11 of the Act, including contributions payable in relation to any future stage of the proposed development.

## 7.2 *Credit for Contributions*

- (a) In consideration of the Developer performing its obligations under this deed, the Contributions listed in Table B of Schedule 1 under this deed may be taken into consideration in determining a development contribution in relation to future Stages of the proposed development of the Orchard Hills North Land subject to the following requirements:
  - (i) the Contribution must be delivered in total, consistent with the Contributions Plan, unless staged delivery and credit has been otherwise agreed in writing by Council;
  - (ii) in the case of Works, a Certificate of Practical Completion pursuant to clause 6.2(b) must have been issued;
  - (iii) in the case of land dedication, the Dedication Land is in the ownership of Council; and
  - (iv) the value of the Contribution made is the value of the Monetary Contribution, Works and any Dedication Land identified in the Contributions Plan, as indexed at the time the Contribution is made.
- (b) Nothing in this deed:
  - (i) requires Council to refund or repay any Contributions;
  - (ii) requires Council to pay any amount to the Developer if the value of the Contributions is more than the contributions payable under the Contributions Plan; or
  - (iii) exempts the Developer from paying the any contributions payable under the Contributions Plan for future stages of the redevelopment of the Orchard Hills North Land which are not subject to a credit in accordance with clause 7.2(a).

## 8 Registration of this deed

### 8.1 *Developer Interest*

The Developer represents and warrants to the Council that on the date of this deed it is the registered proprietor of the Land.

### 8.2 *Registration of this deed*

- (b) The Developer agrees to procure the registration of this deed under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.
- (c) The Developer, at its own expense, must:
  - (i) procure the lodgement of this deed with the Registrar General as soon as reasonably practicable after this deed comes into operation, but in any event, no later than 10 Business Days after that date;
  - (ii) procure the registration of this deed by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this deed is lodged for registration; and

- (iii) provide documentary evidence that the registration of this deed has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.
- (d) The Developer warrants that, as at the date of this deed, it has obtained the consent of each person who has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW) or is seized or possessed of an estate or interest in the Land to the registration of this deed on title.
- (e) The Developer, at its own expense will, promptly after the execution of this deed and if requested by Council, take all practical steps, and otherwise do anything that the Council reasonably requires to procure:
  - (i) An acceptance of the terms of this deed and an acknowledgement in writing from any existing mortgagee in relation to the Land that the mortgagee will adhere to the provisions of this deed if it takes possession of the Land as mortgagee in possession;
  - (ii) The execution of any documents; and
  - (iii) The production of the relevant duplicate certificates of title,
 to enable the registration of this deed in accordance with clause 0.

### 8.3 *Removal from Register*

The Council will, at the Developer's cost, provide a release and discharge of this deed so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this deed in respect of that part of the Land.

### 8.4 *Caveat*

- (a) The Developer acknowledges and agrees that:
  - (i) when this deed is executed, the Council is deemed to have acquired and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest; and
  - (ii) it will not object to the Council lodging a caveat in the relevant folios of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) The Council must, at Developer's cost, register a withdrawal of any caveat in respect of the Land within five Business Days after the Developer complies with clause 0.
- (c) The Developer must notify the Council within 5 Business Days after the registration of any subdivision plan that creates a separate lot for the Dedication Land or any part of the Dedication Land.
- (d) The Developer acknowledges and agrees that, in the event a separate lot is created for the Dedication Land or any part of the Dedication Land, it will not object to Council lodging a caveat in the relevant folios of the Register for that

land, nor will it seek to remove any such caveat lodged by Council, until the relevant part of the Land is dedicated to Council in accordance with this deed.

## 9 Review of this deed

### 9.1 *Review generally*

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

## 10 Dispute Resolution

### 10.1 *Reference to Dispute*

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

### 10.2 *Notice of Dispute*

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

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

### 10.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 15 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
  - (i) resolve the dispute during the course of that meeting,
  - (ii) agree that further material or expert determination in accordance with clause 0 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.

### 10.4 *Further Notice if Not Settled*

If the dispute is not resolved within 10 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 0 or by expert determination under clause 0.

#### 10.5 *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 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
- (b) The mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 0 must:
  - (i) Have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 10 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (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 may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
  - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
  - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

#### 10.6 *Expert determination*

If the dispute is not resolved under clause 0 or clause 0, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

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

- (ii) In the event that no agreement is reached or no appointment is made within 10 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 5 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 deed by any party, in which event the expert is deemed to be giving a non-binding appraisal.

#### 10.7 *Litigation*

If the dispute is not *finally* resolved in accordance with this clause 0, then either party is at liberty to litigate the dispute.

#### 10.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 0, the referral to or undertaking of a dispute resolution process under this clause 0 does not suspend the parties' obligations under this deed.

## 11 Enforcement and Security

### 11.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this deed, 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 0 of this deed.

## 11.2 *Security*

In this clause 11.2, **Security** means a Bank Guarantee, Bond or cash deposit to be held by Council.

- (a) The Developer must provide to the Council:
  - (i) Within 10 Business Days of the date of this deed, Security for the Stage 1 DA in an amount of 125% of the cost of the Works as identified at Schedule 1 of this deed, subject to any indexation; and
  - (ii) Prior to the issue of a Subdivision Works Certificate for the Stage 2 DA, Security in an amount of 125% of the cost of the Works as identified at Schedule 1 of this deed, subject to any indexation.
- (b) The Council may call on a Security provided under this clause if:
  - (i) the Developer is in material or substantial breach of this deed and has 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 0 of this deed; or
  - (ii) the Developer becomes Insolvent.
- (c) If requested by Council, within 20 Business Days of each anniversary of a Security provided under clause 11.2(a), the Developer must provide Council with one or more replacement Securities (**Replacement Security**) in an amount calculated in accordance with the following:

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

Where:

A is the amount of the Replacement Security,

B is the amount of the Security to be replaced,

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

D is the CPI for the quarter ending immediately before the date of the Replacement Security,

provided A is greater than B.

- (d) On receipt of a replacement Security provided under clause 11.2(c), the Council must release and return to the Developer, as directed, the Security that has been replaced as soon as reasonably practicable.
- (e) At any time following the provision of a Security under this clause, the Developer may provide the Council with one or more replacement Securities totalling the amount of all Securities required to be provided under this clause for the time being. On receipt of such replacement Security, the Council must release and return to the Developer, as directed, the Securities which it holds that have been replaced as soon as reasonably practicable.

- (f) Subject to this clause and the provisions of this deed, the Council may apply the proceeds of a Security to satisfy:
  - (i) any obligation of the Developer under this deed to deliver Contributions, 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 deed.
- (g) The Council must promptly return a Security provided under this clause if requested by the Developer and:
  - (i) Handover has occurred for an item of Works to which the Security relates; and
  - (ii) the Developer has provided a Bond or Bank Guarantee required under the Construction Terms for defects liability and maintenance of the item of Works; and
  - (iii) if the Security relates to other items of Works for which a Certificate of Practical Completion has not been issued, a replacement Security is provided by the Developer in an amount determined in accordance with clause 11.2(c).
- (h) For the avoidance of doubt, Council may retain a component of the Security it holds for an item of Works that is equivalent to 25% of the value of the Works, in satisfaction of the requirement to submit a Bank Guarantee or Bond under the Construction Terms for defects liability and maintenance.
- (i) Nothing in this clause 11.2 prevents or restricts the Council from taking any enforcement action in relation to:
  - (i) any obligation of the Developer under this deed; or
  - (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 deed,

that is not or cannot be satisfied by calling on a Security.

### 11.3 *Compulsory Acquisition*

- (a) If the Developer does not dedicate the Dedication Land to Council as required by this deed, the Council may compulsorily acquire the relevant land, in which case the Developer consents to the Council compulsorily acquiring that land for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* and may recover any costs, including legal costs, incurred by the Council on acquisition of the land from the Developer.
- (b) Clause (a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).
- (c) Except as otherwise agreed between the Developer and Council, the Developer must ensure the Dedication Land is freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates,

strata levies and contracts, except as may be permitted by this deed on the date that the Council will acquire the land in accordance with clause (a).

- (d) The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land under clause (a).
- (e) The Developer must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause (a) that are not or cannot be recovered by calling on a Security.

#### 11.4 *Restriction on the issue of Certificates*

- (a) Not used.
- (b) In accordance with section 6.14 of the Act and section 34 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* (NSW), the following obligations under this deed must be satisfied before a Subdivision Works Certificate is issued for the Development or any part of the Development:
  - (i) Payment of the Monetary Contribution in accordance with clause 6.1;
  - (ii) Registration of the covenant required under clause 6.5(a)(i); and
  - (iii) Provision of Securities required under clause 11.2.
- (c) In accordance with section 6.15(1)(d) of the Act, the following obligations under this deed must be satisfied before a Subdivision Certificate is issued for the Development or any part of the Development:
  - (i) Payment of the Monetary Contribution in accordance with clause 6.1;
  - (ii) Delivery of the Works in accordance with clause 6.2;
  - (iii) Dedication of the Dedication Land in accordance with clause 6.3;
  - (iv) Registration of the easement in gross required under clause 6.5(a)(ii); and
  - (v) Provision of a Bank Guarantee or Bond for any item of the Works for defects liability and maintenance under the Construction Terms

#### 11.5 *General Enforcement*

- (a) Without limiting any other remedies available to the parties, this deed may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this deed prevents:
  - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this deed or any matter to which this deed relates; 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 deed or any matter to which this deed relates.

## 12 Assignment and Dealings

### 12.1 Assignment

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

### 12.2 Transfer of Land

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

## 13 Approvals and consents

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

## 14 No fetter

### 14.1 Discretion

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

#### 14.2 *No fetter*

No provision of this deed is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this deed 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 clause 14.2(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 deed has full force and effect, and
- (c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this deed which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

### 15 Notices

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

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this deed:
  - (i) to Penrith City Council: PO Box 60, Penrith, NSW 2751  
Fax: (02) 4732 7958  
Email: council@penrith.city  
Attention: The General Manager
  - (ii) to the Developer Level 45, 25 Martin Place, Sydney  
NSW 2000  
Email: info@legacyproperty.com.au  
Attention: The Company Director(s) and Secretary
- (c) is taken to be given or made:
  - (i) in the case of hand delivery, when delivered;
  - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
  - (iii) in the case of an email, at the time the email is sent to the email address stated above, unless the sender receives an automated delivery failure notice; and
- (d) if under clause 15(c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than

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

## 16 General

### 16.1 *Relationship between parties*

- (a) Nothing in this deed:
  - (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.

### 16.2 *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 deed 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.

### 16.3 *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 deed.

### 16.4 *Variation*

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

### 16.5 *No assignment*

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

### 16.6 *Counterparts*

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

### 16.7 *Legal expenses, stamp duty and administration fees*

The Developer must pay, within 28 days of receipt of a tax invoice, on demand Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, stamping, and release and discharge of this deed, including the reasonable costs incurred by the Council in obtaining any advice about this deed or the value of land or works to be delivered under this deed.

#### 16.8 *Entire agreement*

The contents of this deed 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 deed, whether orally or in writing.

#### 16.9 *Representations and warranties*

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

#### 16.10 *Severability*

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

#### 16.11 *Invalidity*

- (a) A word or provision must be read down if:
  - (i) this deed is void, voidable, or unenforceable if it is not read down;
  - (ii) this deed 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 deed will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this deed has full effect even if clause (b) applies.

#### 16.12 *Waiver*

A right or remedy created by this deed 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.

#### 16.13 *GST*

- (a) Words and expressions which are not defined in this deed 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 deed are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this deed, 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.

#### 16.14 *Governing law and jurisdiction*

- (a) The laws applicable in New South Wales govern this deed.
- (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.

### 17 Reporting

Within one month of the issue of the final Subdivision Certificate for each Stage of the Development, and until the Developer's obligations under this deed are satisfied, the Developer must provide a written report to Council detailing the progress of the provision of Contributions under this deed and the progress of the Development.

### 18 Developer Trustee Limitation of Liability

#### 18.1 *Stage 1 Developer Trustee*

##### (a) **Definitions**

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 1 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

##### (b) **Limitation of Liability**

- (i) The Stage 1 Developer warrants that:
  - (A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and
  - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and
  - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 1 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 1 Developer.
- (iii) Clause 18.1(b)(ii) does not apply to any liability or obligation of the Stage 1 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 1 Developer's fraud, negligence or breach of trust.

#### 18.2 *Stage 2 Developer Trustee*

##### (a) **Definitions**

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 2 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

- (i) The Stage 2 Developer warrants that:
  - (A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and
  - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and
  - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 2 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 2 Developer.
- (iii) Clause 18.2(b)(ii) does not apply to any liability or obligation of the Stage 2 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 2 Developer's fraud, negligence or breach of trust.

## Schedule 1 Contributions Table

### Stage 1 DA and Stage 2 DA

**Table A** - Contributions not identified in the Contributions Plan

Monetary Contributions						
No.	Description	Timing	Lots	Rate	Amount	Security
1	Monetary contribution towards a community facility to be delivered by Council	To be paid by 31 December 2026	NA	NA	\$750,000	Registration on title
2	Monetary contribution towards resurfacing of Frogmore Road in Area B to be delivered by Council	To be paid by 31 December 2030	NA	NA	\$211,985	Registration on title
Works						
No.	Description	Timing	Delivery Trigger	Completion Date	Value	Security
3	Public artwork, to be delivered within OS8	Works to be completed with the delivery of OS8	Works to be completed with the delivery of OS8 and no later than 31 December 2026	31 December 2026	\$335,000	Bond at 125% value of works
4	Caddens Road resurfacing between Kingswood Road and Cadda Ridge Drive	Works to be completed with the Stage 1 works	Works to be completed by 31 December 2026	31 December 2026	NA	Release of subdivision certificate

5	Pedestrian Connections to Caddens Rd as per Stage 1 VPA plan and s138 Concept as shown in Annexure D	Works to be completed with the Stage 1 works	Works to be completed by 31 December 2025	31 December 2025	NA	Release of subdivision certificate
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Table B - Contributions identified in the Contributions Plan

Note that the amount, value of land and value of works attributable to each Contribution is to be updated to be consistent with the Contributions Plan, following its adoption.

Monetary Contributions						
No.	Description	Timing	Lots	Rate	Amount	Security
Stage 1						
6	Monetary contribution for plan administration – Stage 1	To be paid prior to issue of first residential subdivision certificate for Stage 1	83	\$598	\$49,634	Release of subdivision certificate
7	Monetary contribution for district open space – Stage 1	To be paid prior to issue of first residential subdivision certificate for Stage 1	83	\$950	\$78,850	Release of subdivision certificate
Stage 2						
8	Monetary contribution for plan administration – Stage 2	To be paid prior to issue of first residential subdivision certificate for Stage 2	69	\$598	\$41,262	Release of subdivision certificate
9	Monetary contribution for district open space – Stage 2	To be paid prior to issue of first residential subdivision certificate for Stage 2	69	\$950	\$65,550	Release of subdivision certificate

Dedication of Land							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Land	Security
<b>Stage 1</b>							
10	NA	Land dedication for half roads fronting OS5, comprising approximately 876sqm being part of Lot 10 DP1302833	Stage 1 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 1.	1 December 2025	\$455,251	Release of subdivision certificate and compulsory acquisition provision
11	NA	Land dedication for half roads fronting OS1, comprising approximately 628sqm being part of Lot 10 DP1302833	Stage 1 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 1.	1 December 2025	\$326,367	Release of subdivision certificate and compulsory acquisition provision
<b>Stage 2</b>							
12	3.07	Land dedication for WB1 and part drainage channel, comprising approximately 11,450sqm being part of Lot 20 DP1304679	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$5,923,979.25	Release of subdivision certificate and compulsory acquisition provision
13	3.08	Land dedication for WB1 (existing Flood Liable land).	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$24,070.20	Release of subdivision certificate and compulsory acquisition provision

14	NA	Land dedication for half roads fronting OS5, comprising approximately 882sqm being part of Lots 9 & 10 DP1302833 and Lot 20 DP1304679	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$458,369.10	Release of subdivision certificate and compulsory acquisition provision
15	NA	Land dedication for East-West collector road, comprising approximately 2311sqm being part of Lot 20 DP1304679.	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$1,201,142.25	Release of subdivision certificate and compulsory acquisition provision
16	NA	Land dedication for North-South collector road (Caddens Road to East-West Road), comprising approximately 6,384sqm being part of Lot 20 DP1304679.	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$3,317,719.65	Release of subdivision certificate and compulsory acquisition provision

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
Stage 1							
17	EECR1	Caddens Road north side only (east of Braeburn Street to Creek closure), to approximately 470 lineal meters	Works to be undertaken within stage 1.	Works to be completed prior to the release of the first residential subdivision certificate for stage 1 and any following stages.	1 December 2025	\$513,412	Bond at 125% value of works
20	OSHR5	Works for half roads fronting OS 5, comprising approximately 100 lineal meters of road.	Works to be undertaken within stage 1.	Works to be completed prior to the release of the first residential subdivision certificate for stage 1 and any following stages.	1 December 2025	\$109,179	Bond at 125% value of works
21	OSHR1	Works for half roads fronting OS 1, comprising approximately 80 lineal meters of road.	Works to be undertaken within stage 1.	Works to be completed prior to the release of the first residential subdivision certificate for stage 1 and any following stages.	1 December 2025	\$87,343	Bond at 125% value of works
Stage 2							

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
22	WB1	Works for WB1 basin and part drainage channel	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.  Construction of bulk earthworks and sediment basin only for subdivision certificate.	1 June 2026	\$5,148,939.54	Bond at 125% value of works
23	WB1GPT	2 x GPTs for WB1	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$232,917.24	Bond at 125% value of works
24	WB1	Raingarden for WB1 (media bed, access and planting)	90% of catchment housing completion.	Basin conversion and raingarden embellishment to occur 90% of catchment housing completion.	N/A	\$874,897.35	Bond at 125% value of works
25	OSHR5	Works for half roads fronting parks for OS5, comprising approximately 100m lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$109,236.65	Bond at 125% value of works

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
26	EW2	East / West Road Works for a four-lane section of collector road comprising approximately 204 lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$1,603,697.04	Bond at 125% value of works
27	NS1	North South Road Works for a three-lane section of collector road comprising approximately 190 lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$1,382,949.66	Bond at 125% value of works
28	EECR2	Caddens Road north side only (O'Connell Lane to Ulm Road). Upgrade of local roads surrounding development. Approximately 160 lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$174,689.22	Bond at 125% value of works

## Schedule 2 Construction terms

### 1. Interpretation

For the purposes of this 0, the defined terms in clause 0 of this deed and the Interpretation principles in clause 0 of this deed 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 and Maintenance 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 Handover of the Works occurs.

**Detailed Design** means the final specifications and finishes for the Works prepared in accordance with clause 5.2 of this 0 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 or operation 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 any Development Consent; and
- (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 Developer requires any Approvals in order to carry out the obligations under this deed, then the Developer will acquire all Approvals necessary to carry out the Works at its own cost.

2.3. The Developer must ensure that the Works carried out under this deed are carried out:

- (a) in accordance with the relevant Development Consent for the Works and all Approvals and the requirements of all Laws, including without limitation, work 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 deed 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 Developer.

### 4. Project Management and Contractor Engagement

- 4.1. The Developer will be responsible for managing the Works.
- 4.2. The Developer will ensure that any contractor it engages to carry out the Works agrees to:
  - (a) carry out the Developer's obligations in these Construction Terms as part of any Construction Contract; and
  - (b) invite a Council representative to be present at each on-site meeting attended by the Superintendent.
- 4.3. Despite clause 4.2(b), the Council representative is not entitled to attend any part of an on-site meeting attended by the Superintendent which the Developer considers commercial-in-confidence and must leave if requested.

## **5. Design Development**

### **5.1. Concept Design**

Council and the Developer have worked in consultation with each other to prepare and agree the concept plans for the Works at Annexure D.

### **5.2. Detailed Design**

- (a) Prior to Works commencing the Developer 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 Developer with any suggested amendments to the Detailed Design.
  - (c) Council and the Developer 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, 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:
    - (i) is consistent with the obligation to carry out the Works and dedicate the Dedication Land under this deed; and
    - (ii) is consistent with the Development Consent; and
    - (iii) does not materially and adversely affect the Development; and
    - (iv) is not unreasonable.
- 5.3. Any acceptance by the Council of the Detailed Design under this clause 5 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 Developer must notify Council on the commencement of the Works and 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 Developer 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; or
  - (ii) Any relevant design standards or guidelines 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 deed.
- (c) The Developer will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 6.2(ii) of this Schedule from Council if the Council fails to deliver them to the Developer.
- (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 deed; 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.

### 6.3. **Damage to people, property & utilities**

- (a) The Developer is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this deed:
  - (i) all necessary measures are taken to protect people and property;
  - (ii) unnecessary interference with the passage of people and vehicles is avoided; and
  - (iii) nuisances and unreasonable noise and disturbances are prevented.
- (b) Without limiting clause 6.3(a) of this Schedule, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

## 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 Developer must request the Inspection Schedule from the Council prior to the Works commencing.

- (b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developer must notify the Council of the proposed inspection date (**Inspection Date**).
- (c) On the Inspection Date, or other agreed date, the Developer 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 and its employees, contractors, agents or representatives 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 Developer;
  - (iii) complying with all reasonable directions of the Developer; and
  - (iv) being accompanied by the Developer or a 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 Schedule), notify the Developer of any defect or non-compliance in the Works and direct the Developer 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 Developer is issued a direction to carry out further work under clause 7(e) of this Schedule, the Developer must, at its 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 Developer fails to comply with a direction to carry out work given under clause 7(e) of this Schedule, 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 Developer has rectified a defect or non-compliance identified in a notice issued under clause 7(e) of this Schedule does not constitute:

- (i) acceptance by the Council that the Works comply with all Approvals and Laws; or
- (ii) an Approval by the Council in respect of the Works; or
- (iii) 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 deed.

## **8. Completion**

### **8.1. Practical Completion**

- (a) When the Developer considers that the Works, or any part of the Works, are complete, the Developer must send a Notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority 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 0, the Council will carry out an inspection of the Works and will, acting reasonably, either:
  - (i) provide written certification to the Developer that the Works have been completed; or
  - (ii) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.
- (c) If the Developer is required to provide additional information or address any matters under clause 8.1(ii) of this Schedule, the Developer 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 0 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. Handover**

- (a) The Developer is responsible for the delivery and care of the Works at all times prior to Handover of the Works.
- (b) Handover will occur and Council will assume responsibility for the Works:
  - (i) following dedication to Council of the land on which Works are located; or
  - (ii) if Works are carried out on land already owned by Council, on the issue of a Certificate of Practical Completion for those Works.

### **8.3. Delivery of documents**

- (a) If it has not already done so, the Developer 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 Approvals of any public utility authority (where relevant); and
  - (iii) copies of all Approvals required for use of the land subject to the Works.
- (b) The Developer 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.

#### **8.4. Assignment of Warranties and Causes of Action**

- (a) The Developer must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Developer 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 Developer must at the request of Council do anything reasonably required by Council to enforce such warranties or guarantees for the benefit of Council.

### **9. Defects Liability and Maintenance**

#### **9.1. Maintenance**

- (a) Prior to the issue of a Certificate of Practical Completion for any part of the Works, the Developer must provide to the Council a Maintenance Schedule setting out the proposed maintenance works and estimated costs for the relevant part of the Works over the Maintenance Period.
- (b) Within 10 Business Days of receiving the Maintenance Schedule, Council must issue a written notice to the Development advising of any changes it requires to the Maintenance Schedule, which changes must be reasonable and in accordance with Council's usual practice for maintaining works of the same type.
- (c) Within 5 Business Days of receiving the Council's notice under clause 9.1(b) of this Schedule, the Developer must provide to Council a final Maintenance Schedule incorporating the Council's changes.
- (d) The Works or any part of those works, must be Maintained by the Developer in accordance with the Maintenance Schedule for the Maintenance Period.
- (e) The Developer must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under this clause.
- (f) The Council must give the Developer and its contractors any access required to carry out Maintenance in accordance with the Maintenance Schedule.

#### **9.2. Defects Liability and Maintenance Period**

- (a) During the Defects Liability and Maintenance Period, the Council (acting reasonably) may give to the Developer a notice (Rectification Notice) in writing that identifies a defect in the Works or any Maintenance requirement that has not been complied with.

- (b) The Rectification Notice must specify:
  - (i) action required to be undertaken by the Developer to rectify the defect or Maintain the Works (Rectification Works); and
  - (ii) having reasonable regard for the scope of the Rectification Works, the date on which the defect must be rectified, or the Maintenance work completed (Rectification Date).
- (c) The Developer 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 or Maintain the Works; and
  - (iii) carrying out the Rectification Works.
- (d) The Council must give the Developer and its contractors any access required to carry out the Rectification Works.
- (e) When the Developer considers that the Rectification Works are complete, either the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.
- (f) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Developer under clause 9.2(e) of this OSchedule 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 Developer in writing that it is satisfied the Rectification Works are complete.
- (g) The Developer must meet all costs of and incidental to rectification of defects or Maintenance of Works under this clause 9.2.
- (h) If the Developer fails 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 Developer, and may:
  - (i) call upon any Bond or Bank Guarantee provided to the Council under clause 9.3 of this Schedule to meet its costs of carrying out Rectification Works; and
  - (ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the Bond or Bank Guarantee and the costs incurred by the Council in carrying out Rectification Works.
- (i) The Developer must request that Council inspect the Works 28 days prior to the end of the Defects Liability and Maintenance Period. The Council must inspect the Works at any time after receiving the request from the Developer and before to the end of the Defects Liability and Maintenance Period.
- (j) If, prior to the end of the Defects Liability and Maintenance Period:

- (i) the Developer fails to request the inspection, or
  - (ii) the Council does not carry out the inspection,
- the Council may extend the Defects Liability and Maintenance Period so that the inspection may be carried out.

### **9.3. Security for Defects Liability**

- (a) Prior to the issue of a Certificate of Practical Completion for each item of the Works the Developer must deliver to the Council Bonds or Bank Guarantees in an amount equivalent to 25% of the value of the works as detailed at Schedule 1 for the particular item of Works.
- (b) The Developer discloses and the Council acknowledges that the Bonds or Bank Guarantees may be supplied by the Builder and form a part of the security held by the Developer 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 deed; 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 deed and the terms of any Construction Contract.
- (c) Within 10 Business Days after the Defects Liability and Maintenance 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 9.3(a) of this Schedule for that item of Works (or any remaining balance of it) to the Developer.
- (d) Notwithstanding clause 9.2(c) of this Schedule 2, if during the Defects Liability and Maintenance Period for a particular item of Works, the Council issues a Rectification Notice, then the Council need not deliver the balance of any Bonds or Bank Guarantees provided to it until the Rectification Notice has been complied with.

### **10. Risk**

The Developer undertakes the Works entirely at its own risk.

### **11. Insurance**

- (a) Prior to the commencement of the construction of any of the Works, the Developer must ensure the Builder effects and the Developer 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 Developer must provide evidence of currency of insurance required by clause 11(a) of this 0 upon request by the Council, acting reasonably, throughout the term of this deed.

**12. Indemnities**

The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the carrying out by the Developer 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.

**13. Intellectual Property Rights**

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

**14. Risk of contamination**

The Developer acknowledges and agrees:

- (a) that it is 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) it 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.

**15. Plans**

The parties acknowledge and agree that further detail and refinement of plans and documents in connection with this deed may be necessary having regard to the following matters:

- (a) matters affecting Works not capable of identification on or before the date of this deed; or
- (b) by agreement between the parties.

### Schedule 3 Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
<b>Planning instrument and/or Development Application – Section 7.4(1)</b>  The landowners have: <ul style="list-style-type: none"> <li>(a) Sought a change to an environmental planning instrument <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</li> <li>(b) Made, or propose to make a Development Application <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>(c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</li> </ul>	
<b>Description of the land to which the Planning Agreement applies – Section 7.4(3)(a)</b>	Lot 10 DP 1302833, otherwise known as 124 Caddens Rd, Orchard Hills Lot 11 DP 1309130, otherwise known as 146 Caddens Road, Orchard Hills Lot 20 DP 1304679, otherwise known as 148 Caddens Road, Orchard Hills
<b>Description of the change to the environmental planning instrument or development to which the Planning Agreement applies - Section 7.4(3)(b)</b>	See Definitions, Stage 1 DA and Stage 2 DA
<b>The scope, timing and manner of delivery of contributions required by the Planning Agreement – Section 7.4(3)(c)</b>	See Schedule 1.
<b>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</b>	Excluded, see clause 7.
<b>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</b>	Excluded, see clause 7.
<b>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</b>	Not excluded, see clause 7.
<b>Whether the benefits are or are not to be taken into consideration in determining a development contribution under section 7.11 – Section 7.4(3)(e)</b>	No, see clause 7.
<b>Mechanism for dispute resolution – Section 7.4(3)(f)</b>	See clause 10
<b>Enforcement of the Planning Agreement by a suitable means – Section 7.4(3)(g)</b>	See clause 11

<b>Registration of the Planning Agreement –</b> Section 7.6	See clause 8
<b>No obligation to grant consent or exercise functions –</b> Section 7.4(9)	See clause 0 (no fetter)

Execution

Executed as a deed in \_\_\_\_\_.

**Signed, sealed and delivered** for and on )  
behalf of **Penrith City Council** by its )  
authorised delegate in accordance with a )  
resolution of the Council dated [insert )  
date]:

.....  
Signature of witness

.....  
Signature of Authorised Delegate  
Print position:

.....  
Print name

.....  
Print name

Signed, sealed and delivered by LegPro  
Orchard Hills Stage 1 Pty Ltd (ACN 673 136  
206) in its capacity as trustee of the LegPro  
Orchard Hills Stage 1 Unit Trust in  
accordance with section 127 of the  
Corporations Act 2001 (Cth):

.....  
Signature of Sole Director and Secretary

.....  
Name of Sole Director and Secretary in full

**Signed, sealed and delivered by LegPro  
Orchard Hills Stage 2 Pty Ltd** (ACN 673 759  
209) in its capacity as trustee of the LegPro  
Orchard Hills Stage 2 Unit Trust in accordance  
with section 127 of the *Corporations Act 2001*  
(Cth):

.....  
Signature of Sole Director and Secretary

.....  
Name of Sole Director and Secretary in full

Annexure A      Plan showing Land

Address	Lot/DP
124 Caddens Rd, Orchard Hills	Lot 10 DP 1302833
146 Caddens Rd, Orchard Hills	Lot 11 DP1309130
148 Caddens Rd, Orchard Hills	Lot 20 DP1304679



Legacy Land Holding Ownership Plan - LOT 10 DP1302833, LOT 11 DP1309130 and LOT 20 DP1304679

# ORCHARD HILLS NORTH

## Annexure B      Plan showing Dedication Land

A1

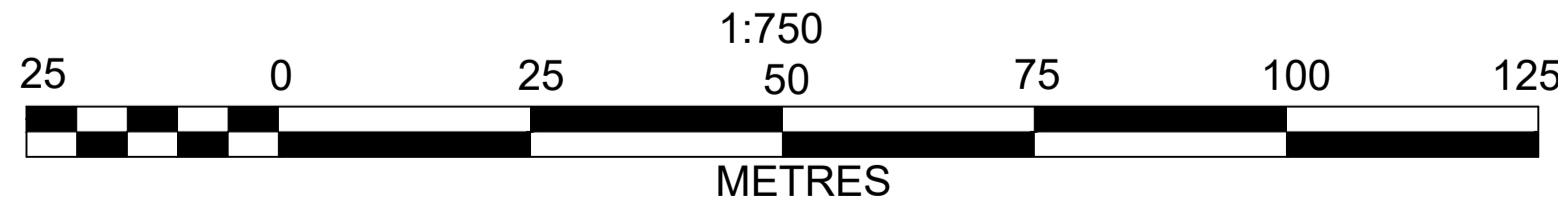
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STREET

MARIPOSA  
CIRCUIT

CADDENS

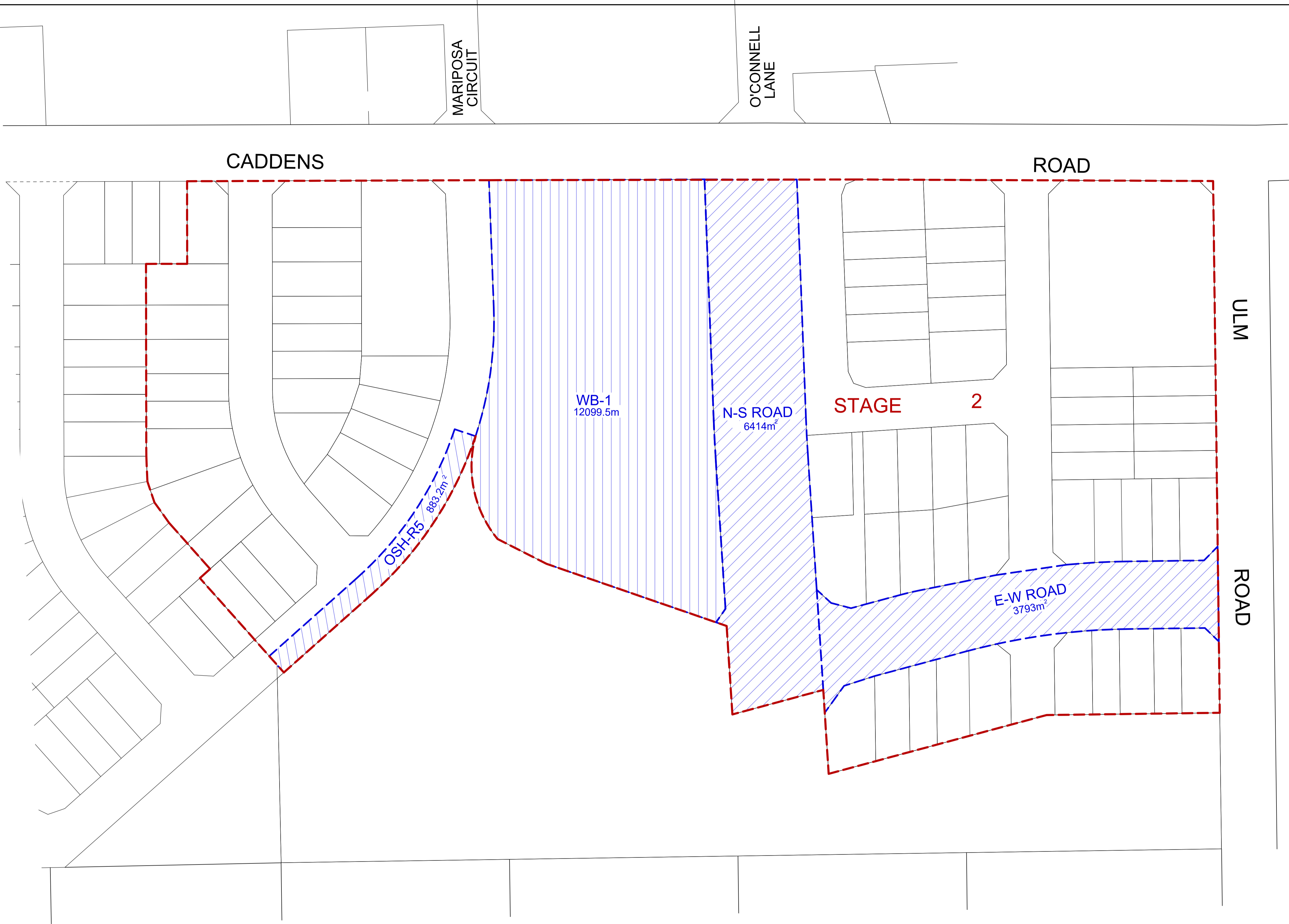
ROAD

STAGE  
1

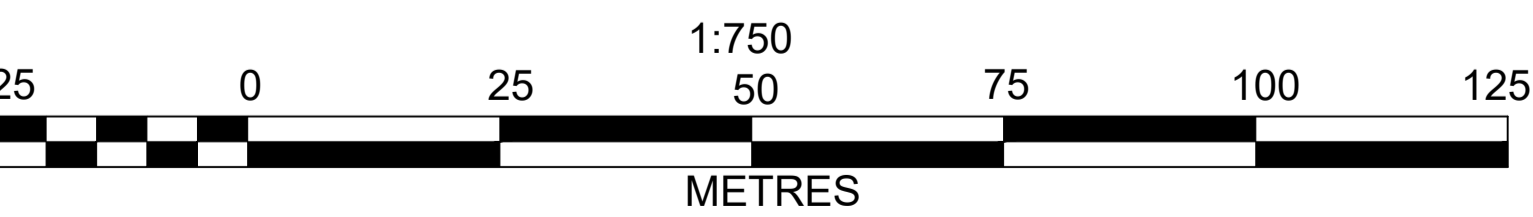


STAGE 1 VPA LAND DEDICATION

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				CLIENT: LEGACY PROPERTY	
				L.G.A.: PENRITH	JOB REF: 23500 VPA



STAGE 2 VPA LAND DEDICATION



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RHCO

RICHARD HOGAN & CO.

SURVEYING & DEVELOPMENT CONSULTANTS

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P.O. BOX 263, Richmond, NSW 2753.

Phone: (02) 4752 6599

Web: [www.rhco.com.au](http://www.rhco.com.au) Email: [admin@hoganco.com.au](mailto:admin@hoganco.com.au)

SURVEYOR: CL  
DRAWN: CL  
REDUCTION RATIO: 750  
CONTOUR INTERVAL:  
SHEET 1 OF 1

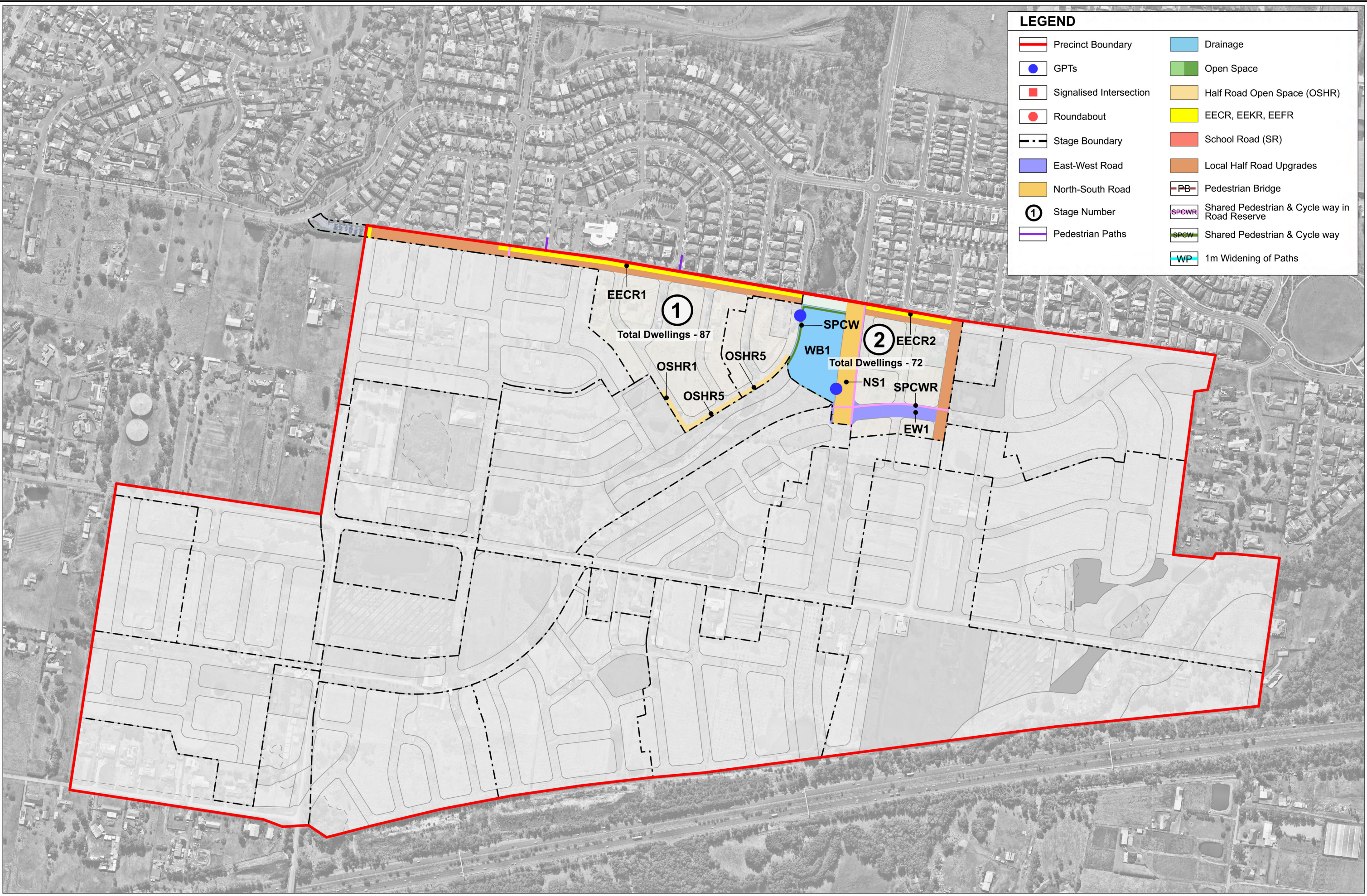
ORIGIN OF LEVELS:  
  
DATUM:  
DATE: 18.11.2024  
VERSION No.: E

STAGE 2 VPA LAND DEDICTAION PLAN ORCHARD HILLS NORTH		
CLIENT:	LEGACY PROPERTY	
L.G.A.:	PENRITH	JOB REF: 23500 VPA

## Annexure C      Plan Public Access Land

[Not used]

## Annexure D      Plan showing Works



VPA by Stage\_Stage 1 & 2

# ORCHARD HILLS NORTH



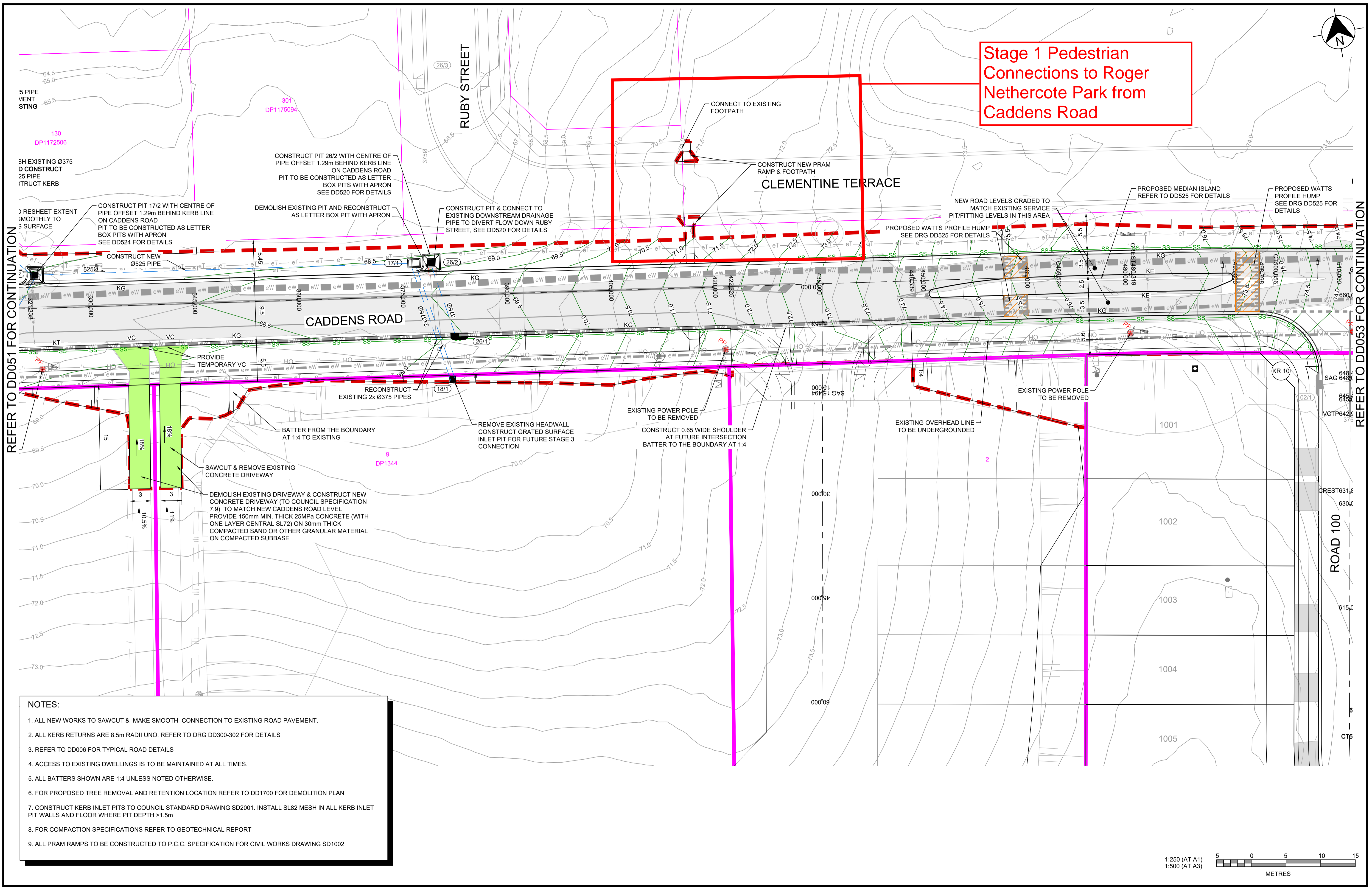
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Ref: LEGOH-19-004-16 | Date: 27/11/2024 | Revision: 1 | Scale: 1:6,000@A3

Note: All areas and dimensions subject to detailed survey

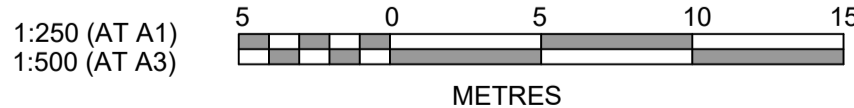
Suite 304 / 171 Clarence St  
SYDNEY NSW 2000  
PO Box 1778  
SYDNEY NSW 2001  
(02) 9290 3636  
admin@designandplanning.com.au www.designandplanning.com.au

**Design+**  
Planning



Stage 1 Pedestrian  
Connections to Roger  
Nethercote Park from  
Caddens Road

- NOTES:
1. ALL NEW WORKS TO SAWCUT & MAKE SMOOTH CONNECTION TO EXISTING ROAD PAVEMENT.
  2. ALL KERB RETURNS ARE 8.5m RADII UNO. REFER TO DRG DD300-302 FOR DETAILS
  3. REFER TO DD006 FOR TYPICAL ROAD DETAILS
  4. ACCESS TO EXISTING DWELLINGS IS TO BE MAINTAINED AT ALL TIMES.
  5. ALL BATTERS SHOWN ARE 1:4 UNLESS NOTED OTHERWISE.
  6. FOR PROPOSED TREE REMOVAL AND RETENTION LOCATION REFER TO DD1700 FOR DEMOLITION PLAN
  7. CONSTRUCT KERB INLET PITS TO COUNCIL STANDARD DRAWING SD2001. INSTALL SL82 MESH IN ALL KERB INLET PIT WALLS AND FLOOR WHERE PIT DEPTH >1.5m
  8. FOR COMPACTION SPECIFICATIONS REFER TO GEOTECHNICAL REPORT
  9. ALL PRAM RAMPs TO BE CONSTRUCTED TO P.C.C. SPECIFICATION FOR CIVIL WORKS DRAWING SD1002



D	STORMWATER UPDATED	MMC	BP	MMC	MS	20/06/24
C	ISSUE FOR TENDER	MMC	GA	KE	MS	27/05/24
B	ISSUE FOR TENDER	MMC	GA	MS		15/05/24
A	ISSUE FOR TENDER	MMC	GA	MS		12/04/24
	AMENDMENT	DES	DRN	CKD	APR	DATE

**J. WYNDHAM PRINCE**  
CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS

PO Box 4366 PENRITH WESTFIELD NSW 2750  
P 02 4720 3300 W [www.jwprince.com.au](http://www.jwprince.com.au) E [jwp@jwprince.com.au](mailto:jwp@jwprince.com.au)

CLIENT:

LEGACYPROPERTY

STATUS:

**ISSUE FOR TENDER**  
**NOT FOR CONSTRUCTION**

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS SIGNED AS PART OF AN APPROVED CONSTRUCTION CERTIFICATE.

ORCHARD HILLS NORTH  
STAGE 1  
ENGINEERING PLAN  
SHEET 3

PROJECT No:  
**110265-09**

SHEET No:  
**DD052**

PLAN No: 110265-09-DD052

PLAN No: 110265-09-DD052

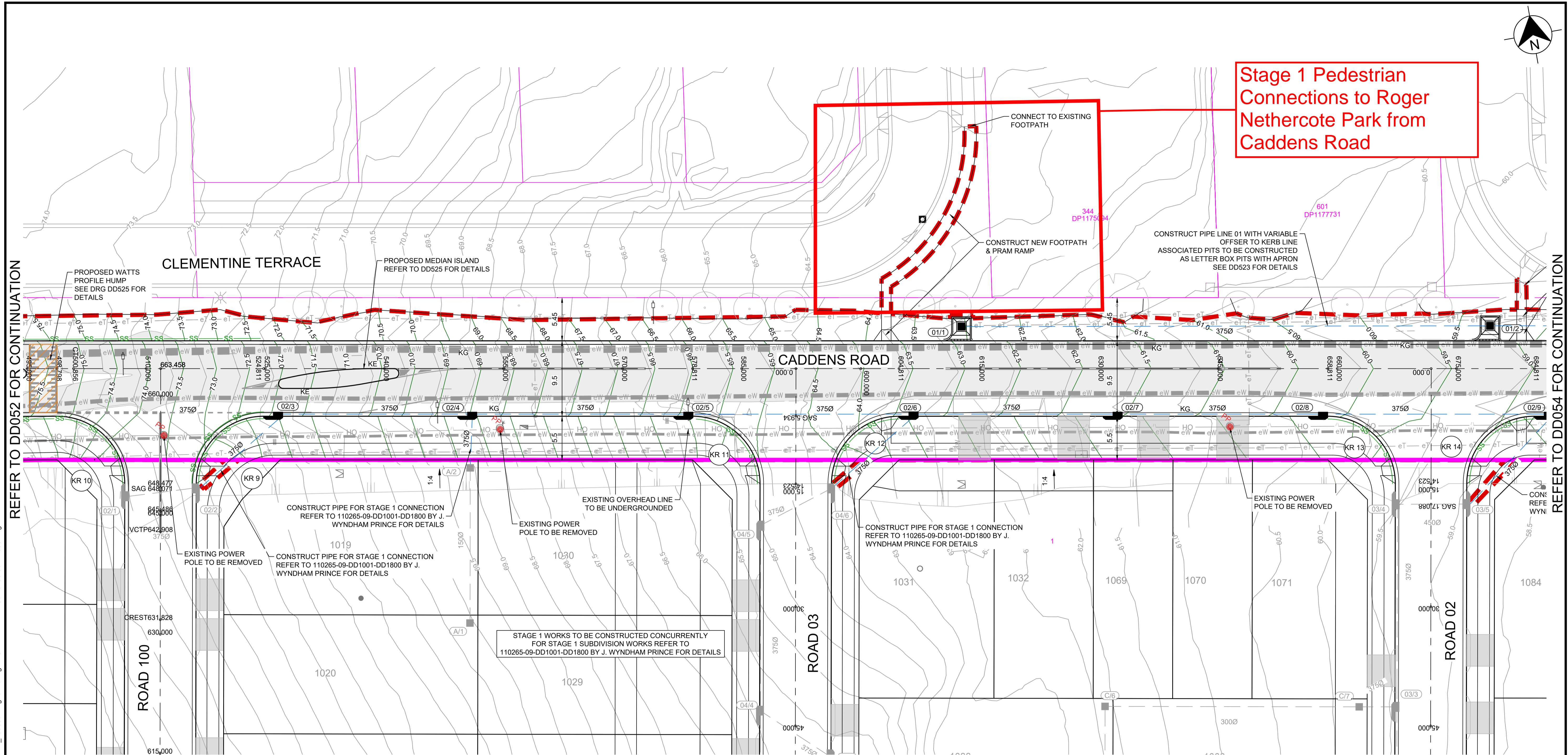
DATE: 20/06/24

DATE: 27/05/24

DATE: 15/05/24

DATE: 12/04/24

Plotted: 20 June, 2024 3:22:33 PM. File Name: C:\Synergy\WS\data\AS\WP07\110265\_09 - Precinct 1 Development\_13533\Design\DD\Stage 1 Caddens Rd SWC\110265-09-DD050.dwg



Stage 1 Pedestrian  
Connections to Roger  
Nethercote Park from  
Caddens Road

REFER TO DD052 FOR CONTINUATION

REFER TO DD054 FOR CONTINUATION

#### NOTES:

1. ALL NEW WORKS TO SAWCUT & MAKE SMOOTH CONNECTION TO EXISTING ROAD PAVEMENT.
2. ALL KERB RETURNS ARE 8.5m RADII UNO. REFER TO DRG DD300-302 FOR DETAILS
3. REFER TO DD006 FOR TYPICAL ROAD DETAILS
4. ACCESS TO EXISTING DWELLINGS IS TO BE MAINTAINED AT ALL TIMES.
5. ALL BATTERS SHOWN ARE 1:4 UNLESS NOTED OTHERWISE.
6. FOR PROPOSED TREE REMOVAL AND RETENTION LOCATION REFER TO DD1700 FOR DEMOLITION PLAN
7. CONSTRUCT KERB INLET PITS TO COUNCIL STANDARD DRAWING SD2001. INSTALL SL82 MESH IN ALL KERB INLET PIT WALLS AND FLOOR WHERE PIT DEPTH >1.5m
8. FOR COMPACTION SPECIFICATIONS REFER TO GEOTECHNICAL REPORT
9. ALL PRAM RAMPS TO BE CONSTRUCTED TO P.C.C. SPECIFICATION FOR CIVIL WORKS DRAWING SD1002

1:250 (AT A1)  
1:500 (AT A3)

5 0 5 10 15  
METRES

D	STORMWATER UPDATED	MMC	BP	MMC	MS	20/06/24
C	ISSUE FOR TENDER	MMC	GA	KE	MS	27/05/24
B	ISSUE FOR TENDER	MMC	GA	MS		15/05/24
A	ISSUE FOR TENDER	MMC	GA	MS		12/04/24
	AMENDMENT	DES	DRN	CKD	APR	DATE

**J. WYNDHAM PRINCE**  
CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS

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CLIENT:



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ORCHARD HILLS NORTH  
STAGE 1  
ENGINEERING PLAN  
SHEET 4

PROJECT No:

**110265-09**

SHEET No:

**DD053**

AZIMUTH: M.G.A.  
2020

DATUM: A.H.D.

ORIGIN: SSM 1112

PLAN No: 110265-09-DD053

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