



Maddocks

Lawyers
Level 21, Angel Place
123 Pitt Street
Sydney New South Wales 2000 Australia

GPO Box 1692
Sydney New South Wales 2001

Telephone 61 2 8223 4100
Facsimile 61 2 9221 0872

info@maddocks.com.au
www.maddocks.com.au

DX 10284 Sydney Stock Exchange

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**Planning Agreement under Section 7.4
of the *Environmental Planning & Assessment Act*
1979 (NSW)**

**Subject Land: 10 and 10C Woodford Street, Cameron
Park (Lot 2 DP877349 and Lot 1 DP1156243)**

Between:

Lake Macquarie City Council (LMCC)

and

Winten (No. 21) Pty Ltd (Developer)

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PARTIES

Lake Macquarie City Council ABN 81 065 027 868 of 126-138 Main Road, Speers Point, NSW 2284 (**LMCC**)

Winten (No 21) Pty Ltd ACN 096 449 393 of Level 20, 100 Arthur Street, North Sydney NSW 2060 (**Developer**)

BACKGROUND

- A. The Developer owns the Land and proposes to carry out the Development on the Land.
- B. The Developer has made and proposes to make a Development Application to LMCC in respect of the Land.
- C. Development Consent was granted for the Development on 9 January 2024 (reference DA/2087/2018/REV) (as amended on 4 November 2025 (reference DA/2087/2018/B)).
- D. Condition 106 of the Development Consent for the Development requires the person having the benefit of the Development Consent to enter into a Voluntary Planning Agreement with LMCC in accordance with the terms of the offer made by the Developer dated 13 October 2023.
- E. The parties have therefore agreed to enter into this Agreement in accordance with the requirements of the Development Consent and to facilitate the provision of the Development Contributions to LMCC.

OPERATIVE PROVISIONS

1. Definitions

The following definitions apply unless the context otherwise requires:

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

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

Agreed Concept Design is defined in clause 5.1.5.

Agreed Detailed Design is defined in clause 5.1.10.

Agreed Master Plan is defined in clause 5.1.2.

Agreement is defined in clause 3.1.1.

Alternate Variation as defined in clause 18.9.4(b).

Assign as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.

Authority means (as appropriate) any:

- (a) federal, state or local government;

- (b) department of any federal, state or local government;
- (c) any court or administrative tribunal; or
- (d) statutory corporation or regulatory body.

Bank Guarantee means a bank guarantee from a major Australian bank in favour of LMCC that is provided to LMCC by the Developer under this Agreement which is:

- (a) in a form acceptable to LMCC;
- (b) unconditional and irrevocable;
- (c) in Australian currency; and
- (d) without an expiry date.

Business Day means between 9am and 5pm Sydney time on a day other than a Saturday, Sunday, any other local, state or federal public holiday and any day between 20 December and 10 January inclusive.

Claim means any action, suit, claim, demand, cause of action or notice, of any nature whatsoever (whether at law, equity or statute), including:

- (a) in contract whether for breach or for an entitlement under a contract;
- (b) in tort for negligence, negligent misrepresentation or otherwise;
- (c) for contribution, reimbursement or indemnity;
- (d) for any interest (legal, proprietary, equitable or otherwise);
- (e) for unjust enrichment, restitution or quantum meruit; and
- (f) under or for breach of statute (whether Commonwealth or State legislation),

whether for a Loss or Remedy.

CLM Act means the *Contaminated Land Management Act 1997* (NSW).

Concept Approval means the concept approval granted by the Planning and Assessment Commission as delegate of the Minister of Planning on 6 August 2013 under the then s 75O and s 75P (now repealed) of the Act, as modified.

Contamination means the presence in, on or under land of a substance (whether a solid, liquid or gas) at a concentration above the concentration at which the substance is normally present on, in or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or to any other aspect of the environment.

Contributions Clawback Event has the meaning given in clause 4.4.1.

Dedication Date means the date on which any Dedication Land is dedicated to Council in accordance with the terms of this Agreement.

Dedication Land means any land to be dedicated to LMCC by the Developer under this agreement.

Defect means any item of the Developer Works which:

- (a) adversely affects the ordinary use and/or enjoyment of that item; or
- (b) may require rectification works, including ongoing rectification works, to be performed on it at some time in the future as a result of the existence of the defect.

Development means the development of the Land for the purposes of 2 into 1,079 Lot Torrens Title Subdivision, including 1,058 Residential Lots, 3 development lots for future development, 1 development lot for a future school, 16 public / drainage reserves (including two local park sites) and 1 residue lot.

Development Application means a development application lodged by the Developer with LMCC in relation to the Development and the Future Development.

Development Consent means a development consent issued under the Act with respect to a Development Application.

Development Contributions means the:

- a) payment of the Monetary Contributions to LMCC; and
- b) the delivery of the Developer Works by the Developer.

Developer means Winten (No 21) Pty Ltd ACN 096 449 393.

Developer's Representative means the person named in Item 1 of Schedule 2, or their delegate.

Developer Works means delivery of Local Park 1, Local Park 2 and the Shared Pathway in accordance with the Agreed Concept Design and construction certificate issued for both of Local Park 1 and Local Park 2.

Developer Works DA means a development application lodged by the Developer with LMCC in relation to the Developer Works.

Developer Works Consent means a development consent issued under the Act with respect to a Developer Works DA.

Dispute is defined in clause 12.1.1.

Discretion is defined in clause 13.2.2.

Encumbrance means an interest or power:

- a) reserved in or over an interest in any asset;
- b) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
- c) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

FEAR means the Further Environmental Assessment Requirements as prescribed in Part D of the Concept Approval.

First party is defined in clause 12.1.1.

Future Development means the subdivision of the 2 super lots approved under the Development Consent for the Development into Residential Lots.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the goods and services tax.

Index is defined in clause 4.2.2(b).

Land means land known as 10 and 10C Woodford Street, Cameron Park, being Lot 2 DP877349 and Lot 1 DP1156243.

Law means all applicable legislation, regulations, by-laws, common law and other binding order made by any Authority.

LMCC's Representative means the person named in Item 2 of Schedule 2, or their delegate.

Local Park Development Standards means the Design Specification Local Park and Playground Link Road North Precinct contained at Schedule 4.

Local Park 1 means the land identified in the plans at Schedule 3.

Local Park 1 Defects Notice has the meaning given in clause 5.8.

Local Park 1 Defects Liability Period means:

- (a) 1 year after Local Park 1 is dedicated to LMCC in accordance with clause 5.2; or
- (b) in the event of a Local Parks Clawback Event, 1 year after:
 - (i) Local Park 1 is dedicated to LMCC in accordance with clause 5.5; or
 - (ii) LMCC acquires Local Park 1 in accordance with clause 5.6.

Local Park 1 Security means either a cash bond or a Bank Guarantee for the amount determined in accordance with clause 5.3.

Local Park 1 Works means those works to be undertaken by the Developer to ensure that Local Park 1 is embellished in accordance with the Local Park Development Standards.

Local Park 2 means the land identified in the plans at Schedule 5.

Local Park 2 Defects Notice has the meaning given in clause 5.11.

Local Park 2 Defects Liability Period means:

- (a) 1 year after Local Park 2 is dedicated to LMCC in accordance with clause 5.2; or
- (b) in the event of a Local Parks Clawback Event, 1 year after:
 - (i) Local Park 2 is dedicated to LMCC in accordance with clause 5.5; or
 - (ii) LMCC acquires Local Park 2 in accordance with clause 5.7.

Local Park 2 Security means either a cash bond or a Bank Guarantee for the amount determined in accordance with clause 5.3.

Local Park 2 Works means those works to be undertaken by the Developer to ensure that Local Park 2 is embellished in accordance with the Local Park Development Standards.

Local Parks Clawback Event has the meaning given in clause 5.5.

LMCC means Lake Macquarie City Council ABN 81 065 027 868.

Loss means money, cost, expense, loss, damage, damages, interest, penalty, fine, delay, disruption or any other detriment of any kind whatsoever.

Monetary Contribution 1 means a monetary contribution of \$12,364.05 per Residential Lot (subject to indexation in accordance with clause 4.2).

Monetary Contribution 2 means a monetary contribution of \$12,001.68 per Residential Lot (subject to indexation in accordance with clause 4.2).

Monetary Contributions means Monetary Contribution 1 and Monetary Contribution 2.

Plant Establishment means all mowing, watering, weeding, pest and disease control, fertilizing, returfing, replanting, staking and tying, pruning, mulch reinstatement, top dressing and generally keeping the landscaping neat and tidy in accordance with paragraph 12.2 of the Local Park Development Standards.

Remedy means any entitlement, right (contractual, equitable or otherwise), damages, restitution, interest, compensation, contribution, indemnity, injunction, specific performance, or other legal, equitable or statutory remedy of any kind whatsoever.

Required Standard means in respect of a parcel of the Dedication Land, the level at which any Contamination identified in on or under the Dedication Land must be remediated so that:

- (a) the Dedication Land is suitable for its intended purpose without restriction or subject to any conditions, including a condition requiring the implementation of an environmental management plan or requirements for further works in respect of Contamination, including in order for the Dedication Land to be used for its intended purpose; and
- (b) there is no significant risk of harm (determined in accordance with any relevant guidelines) to people using the Dedication Land for its intended purpose by reason of the Contamination.

Residential Lot means a single lot created on the registration of a plan of subdivision as part of the Development intended to not be further subdivided and to be used for the purpose of the construction of one residential dwelling, or one strata title or one community title and for the avoidance of doubt a Residential Lot must not be capable of being further subdivided into more than 3 Residential Lots.

Second party as defined in clause 12.1.1.

Shared Pathway means the land identified in the plans at Schedule 6.

Shared Pathway Defects Liability Period means 1 year after the Shared Pathway is dedicated to LMCC in accordance with clause 6.1

Shared Pathway Defects Notice has the meaning given in clause 6.5.

Shared Pathway Security means either a cash bond or a Bank Guarantee for a sum determined in accordance with clause 6.3.

Shared Pathway Works means those works to be undertaken by the Developer to ensure that the Shared Pathway is embellished in accordance with condition 40 of the Development Consent.

Site Auditor means either:

- a) a person accredited as a site auditor under the CLM Act; or
- b) if the CLM Act is repealed, a person with at least a bachelor degree in an engineering, environmental science or science discipline with at least 10 years' practical experience in the assessment, management or remediation of Contaminated land in Australia, acting independently of the parties.

Site Audit Report means a site audit report prepared by a Site Auditor in accordance with Part 4 of the CLM Act.

Site Audit Statement means in respect of one or more parcels of the Dedication Land, a site audit statement within the meaning of the CLM Act or other written confirmation from a Site Auditor that:

- a) confirms the opinion of the Site Auditor that a relevant parcel of the Dedication Land has been remediated to the Required Standard, without restriction or the implementation of an environmental management plan;
- b) is not subject to any conditions, or is only subject to conditions in a form acceptable to LMCC, acting reasonably;
- c) does not contain any conditions or requirements for further works in respect of Contamination, including in order for the relevant parcel of the Dedication Land to be used for its intended purpose; and
- d) is able to be relied upon by LMCC.

Subdivision Certificate means a subdivision certificate as defined in section 6.4(d) of the Act.

Subdivision Works Certificate means a subdivision works certificate as defined in section 6.4(b) of the Act.

Subsequent Lot means any Residential Lot in the Development for which a Subdivision Certificate is yet to be issued.

Winten means Winten (No 21) Pty Ltd ACN 096 449 393.

Works Variation Notice as defined at clause 18.9.3.

2. Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- 2.1.1 Any reference to a **clause, annexures and schedules** refers to a clause in, or annexure or schedule to this Agreement.
- 2.1.2 Any reference to a **statute** refers to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

- 2.1.3 The singular includes the plural and vice versa.
- 2.1.4 A reference to a **person** includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
- 2.1.5 A reference to **executors, administrators or successors** refers to a particular person that includes their executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- 2.1.6 **Dollars, Australian dollars, dollars, \$, AUS\$ or A\$** is a reference to the lawful currency of Australia.
- 2.1.7 Where any period of time is calculated from the given day or day of an act or event, it is to be calculated exclusive of that day.
- 2.1.8 A **day** is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- 2.1.9 A **group of persons or things** is a reference to any two or more of them jointly and to each of them individually.
- 2.1.10 The words **include, including, for example or such as** are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 2.1.11 If an act under this Agreement to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
- 2.1.12 If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
- 2.1.13 Any time of day referenced in this agreement is a reference to Sydney time.
- 2.1.14 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Agreement.
- 2.1.15 A reference to any agreement, Agreement or instrument includes the same as varied, supplemented, novated or replaced from time to time.
- 2.1.16 A reference to one gender extends and applies to the other.

3. Status

3.1 Planning Agreement

- 3.1.1 This **Agreement** is a planning agreement:
 - (a) within the meaning set out in section 7.4 of the Act; and
 - (b) governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.
- 3.1.2 Schedule 1 sets out the application of section 7.4 of the Act in this Agreement.

3.2 Application

- 3.2.1 Subject to clause 3.2.2, this Agreement applies to the Land, the Development and the Future Development.
- 3.2.2 This Agreement only applies to the first 1,118 Residential Lots (being the 1,058 Residential Lots in the Development and 60 other Residential Lots in the Future Development).

3.3 Operation of Agreement

- 3.3.1 This Agreement operates from the date it is executed by both parties.

3.4 Application of sections 7.11 and 7.12

- 3.4.1 The application of sections 7.11 and 7.12 of the Act to the Development and the Future Development are excluded for the first 1,118 Residential Lots released in a Subdivision Certificate (determined cumulatively).
- 3.4.2 Sections 7.11 and 7.12 of the Act apply to any Residential Lot created after the 1,118th Residential Lot of the Development and the Future Development (determined cumulatively).
- 3.4.3 For the avoidance of any doubt, although the public benefits provided under this Agreement are provided in conjunction with the Development, those public benefits are of sufficient value to cater for the additional 60 Residential Lots proposed as part of the Future Development. For this reason, no contributions are required under this Agreement in relation to the Future Development, but this Agreement excludes the operation of sections 7.11 and 7.12 of the Act to up to 60 Residential Lots in the Future Development.
- 3.4.4 The Developer acknowledges that the contributions and benefits in this Agreement have been determined on the basis that the Land will be developed for the purposes of a maximum of 1,118 Residential Lots. If the Land is not developed to a density of 1,118 Residential Lots the Developer shall not be entitled to claim an adjustment to the contributions provided or to be provided, or a refund or reimbursement or compensation from LMCC in respect of monies paid, work carried out or land dedicated pursuant to this Agreement.

4. Payment of Monetary Contributions

4.1 Developer to Pay Monetary Contributions

The Developer:

- 4.1.1 must pay Monetary Contribution 1 and Monetary Contribution 2 to LMCC on a per Residential Lot basis, prior to the issue of a Subdivision Certificate that creates the relevant Residential Lot in the Development; and
- 4.1.2 agrees that the entire Monetary Contribution 1 and Monetary Contribution 2 payable will be indexed in accordance with clause 4.2.

4.2 Indexation of Monetary Contributions

- 4.2.1 The amount of Monetary Contribution 1 and Monetary Contribution 2 will be indexed in accordance with the following formula:

$$\frac{A = (B1 + B2) \times C}{D}$$

where:

A = the indexed amount;

B1 = the value of the Monetary Contribution 1;

B2 = the value of the Monetary Contribution 2;

C = the Index most recently published before the date that the relevant item is provided, completed or paid as the case may be; and

D = the Index current as at June 2025.

If **A** is less than the total of **B1** and **B2** then the amount of the relevant Monetary Contribution will not change.

- 4.2.2 For the purposes of paragraph 4.2.1:

- (a) each component of the Monetary Contribution is indexed as at the date it is paid; and
- (b) the Index means the *Consumer Price Index (All Groups) for Sydney* or such other index which replaces it from time to time (**Index**).

4.3 Use of the Monetary Contributions by LMCC

- 4.3.1 LMCC shall spend Monetary Contribution 2 on any public amenities or public services located within the area delineated by the black outline in Schedule 7 within the Lake Macquarie local government area, at LMCC's absolute discretion; and

- 4.3.2 Subject to clause 4.3.3, LMCC shall spend Monetary Contribution 1 on the following alternative arrangements for the purposes of FEAR 1.16 of the Concept Approval:

- (a) construction of two (2) new sports fields at 10 Turnbull Street, Edgeworth, including associated car parking and amenities; and
- (b) construction of two (2) new hardcourts and the upgrade of two (2) existing hardcourts, including floodlights, at Gregory Park, 19 Hyndes Street, West Wallsend,

(**Facilities**).

- 4.3.3 If LMCC determines in its discretion that the one or both of the Facilities cannot be provided in the locations specified in clause 4.3.2 due to site constraints, LMCC may at any time provide the Developer with a notice which states:

- (a) that one or both of the Facilities cannot be provided in the location specified;

- (b) the reasons why the relevant Facility cannot be provided in that location, together with any relevant supporting documentation; and
 - (c) the alternate location for the relevant Facility.
- 4.3.4 Following provision of a notice under 4.3.3, LMCC is to construct the relevant Facility(s) in the location specified in that notice.
- 4.3.5 For the avoidance of doubt, the parties acknowledge and agree that if the cost of the construction of the Facilities is less than the total amount of Monetary Contribution 1 paid by the Developer to LMCC, LMCC is entitled to retain the balance of Monetary Contribution 1 and to apply it towards any other public amenities or public services within the area delineated by the black outline in Schedule 7 within Lake Macquarie local government area at LMCC's absolute discretion.

4.4 Protections for LMCC in a Contributions Clawback Event

- 4.4.1 If any payment received by LMCC under clause 4.1.1 is declared void, unwound, reversed, subject to clawback, or in any manner affected by the operation of Part 5.7B of the *Corporations Act 2001* (Cth) (**Contributions Clawback Event**):
- (a) the Developer must pay to LMCC the amount that LMCC lost due to a Contributions Clawback Event; and
 - (b) the amount paid in clause 4.4.1(a) must be re-indexed in accordance with clause 4.2 at the date of payment to LMCC.
- 4.4.2 The Developer acknowledges and agrees that:
- (a) it is not entitled to a Subdivision Certificate for any Subsequent Lot in the Development unless it has complied with clause 4.4.1; and
 - (b) it will not progress the Development unless it has complied with clause 4.4.1.

5. Embellishment and dedication of Local Parks

5.1 Design of Local Parks

- 5.1.1 Prior to the commencement of the relevant Local Park, the Developer must:
- (a) prepare a master plan for the relevant Local Park in accordance with the requirements of the Local Park Development Standards (**Master Plan**);
 - (b) provide the Master Plan to LMCC; and
 - (c) procure written confirmation from LMCC in accordance with clause 5.1.2.
- 5.1.2 LMCC must provide its response to the Master Plan (in its capacity as future asset owner and not as consent authority) within 30 Business Days of receipt from the Developer, by either:
- (a) confirming that it is satisfied that the Master Plan is in accordance with clause 5.1.1(a) (**Agreed Master Plan**); or
 - (b) providing comments explaining the changes required to obtain LMCC's approval of the Master Plan.

- 5.1.3 Prior to the commencement of the relevant Local Park, the Developer must:
- (a) prepare a concept design for the relevant Local Park in accordance with clause 5.1.4 (**Concept Design**);
 - (b) provide the Concept Design to LMCC; and
 - (c) procure written confirmation from LMCC in accordance with clause 5.1.5.
- 5.1.4 Each Concept Design must:
- (a) be in accordance with the requirements of the Agreed Master Plan and the Local Park Development Standards; and
 - (b) include two playground equipment design layout options (**Playground Design Options**) for the relevant Local Park.
- 5.1.5 LMCC must provide its response to a Concept Design (as future asset owner and not as consent authority) within 25 Business Days of receipt from the Developer, by either:
- (a) confirming that it is satisfied that the Playground Design Options and Concept Design are in accordance clause 5.1.4 (**Agreed Concept Design**); or
 - (b) providing detailed comments explaining the changes required to obtain LMCC's approval of the Concept Design.
- 5.1.6 Within 25 Business Days after the date on which Council confirms the Agreed Concept Design in accordance with clause 5.1.5(a), the Council will provide the Developer with a notice in writing which states which of the Playground Design Options has been selected by Council (**Selected Playground Design**).
- 5.1.7 The Developer:
- (a) must ensure that any Developer Works DA is consistent with the Agreed Concept Design for the relevant Local Park;
 - (b) may lodge a Developer Works DA for the relevant Local Park prior to Council notifying the Developer of the Selected Playground Design in accordance with clause 5.1.6 and in this instance, the Developer will amend the Developer Works DA to adopt the Selected Playground Design once notified by Council, and
 - (c) obtain a Developer Works Consent for the Agreed Concept Design (and the Selected Playground Design) for each Local Park.
- 5.1.8 Prior to submitting any application for a construction certificate for a Local Park, the Developer must:
- (a) prepare a detailed design for the relevant Local Park that is in accordance with clause 5.1.9 (**Detailed Design**);
 - (b) provide the Detailed Design to LMCC; and
 - (c) procure written confirmation from LMCC in accordance with clause 5.1.10.
- 5.1.9 Each Detailed Design must:

- (a) be in accordance with the requirements of the Agreed Master Plan, the Agreed Concept Design and the Local Park Development Standards;
 - (b) include the Selected Playground Design; and
 - (c) be accompanied by a written statement from a suitably accredited and qualified playground inspector and certifier to the effect that the Selected Playground Design complies with all relevant Australian Standards and any Act or regulation relating to the design and installation.
- 5.1.10 LMCC must provide its response to a Detailed Design (as future asset owner and not as consent authority) within 30 Business Days of receipt from the Developer, by either:
- (a) confirming that it is satisfied that the Detailed Design is in accordance with clause 5.1.9 (**Agreed Detailed Design**); or
 - (b) providing detailed comments explaining the changes required to obtain LMCC's approval of the Detailed Design.
- 5.1.11 The parties agree to work cooperatively to settle on an Agreed Detailed Design.
- 5.1.12 The Developer must ensure that any construction certificate is consistent with the Agreed Detailed Design for the relevant Local Park.

5.2 Delivery of the Local Parks

- 5.2.1 Prior to the issue of a Subdivision Certificate:
- (a) for the 350th Residential Lot, or such later time as may be agreed by LMCC in writing in its absolute discretion, the Developer must:
 - (i) dedicate Local Park 1 to LMCC; and
 - (ii) provide to LMCC the Local Park 1 Security;
 - (b) for the 700th Residential Lot, or such later time as may be agreed by LMCC in writing in its absolute discretion, the Developer must:
 - (i) dedicate Local Park 2 to LMCC; and
 - (ii) provide to LMCC the Local Park 2 Security.
- 5.2.2 Prior to the relevant dedication under clause 5.2.1, the Developer must:
- (a) at its own cost:
 - (i) carry out or procure the carrying out of the Local Park 1 Works in accordance with clause 7.2;
 - (ii) in relation to the playground within Local Park 1:
 - a. provide an independent third-party compliance inspection and report to Australian Standards AS4685:2014 and AS4422:2016, and
 - b. an Australian Standards Compliance Certificate with supporting inspection and testing checklist documentation;

- (iii) in relation to the playground within Local Park 2:
 - a. provide an independent third-party compliance inspection and report to Australian Standards AS4685:2014 and AS4422:2016, and
 - b. an Australian Standards Compliance Certificate with supporting inspection and testing checklist documentation;
- (iv) carry out or procure the carrying out of the Local Park 2 Works in accordance with clause 7.2;
- (v) prepare or procure the preparation of a landscape compliance report, landscape rectification report and asset handover report in accordance with section 12.2 of the Local Park Development Standards; and
- (vi) provide a copy of any report prepared in accordance clause 5.2.2(a)(v) to LMCC; and
- (b) procure written confirmation from LMCC that LMCC is satisfied that:
 - (i) the Local Park 1 Works have been completed in accordance with clause 7.2;
 - (ii) the Local Park 2 Works have been completed in accordance with clause 7.2;
 - (iii) at least 12 weeks of Plant Establishment has been completed from practical completion of the Local Park 1 Works or the Local Park 2 Works as relevant; and
 - (iv) any report provided to LMCC in accordance with clause 5.2.2(a)(vi) has been prepared in accordance with the Local Park Development Standards.

5.2.3 The Developer acknowledges and agrees that the Developer must:

- (a) undertake or procure the undertaking of a minimum of 52 weeks of Plant Establishment from practical completion of the Local Park 1 Works or the Local Park 2 Works as relevant in accordance with the Local Park Development Standards; and
- (b) enter into a licence with LMCC on terms acceptable to LMCC for the purposes of entering Local Park 1 and Local Park 2 to undertake any Plant Establishment required after the Dedication Date.

5.3 Determination of value of Local Park 1 Security and the Local Park 2 Security

- 5.3.1 The value of the Local Park 1 Security and the Local Park 2 Security to be provided to LMCC are to be determined in accordance with this clause 5.3.
- 5.3.2 Not less than 2 months prior to the relevant date for dedication of Local Park 1 and Local Park 2 under this Agreement, the Developer must provide a notice to LMCC which:
 - (a) states the estimated cost of the relevant Developer Works to which the notice relates (**Estimated Cost**); and

- (b) is accompanied by an itemised breakdown of the Estimated Cost, prepared by a quantity surveyor.

5.3.3 No later than 15 Business Days after receipt of a notice under clause 5.3.2, LMCC will provide the Developer with a notice which states:

- (a) that the Estimated Cost is approved and the value of the relevant Local Park Security, being an amount which is 5% of the approved Estimated Cost; or
- (b) that the Estimated Cost is not approved, in which case:
 - (i) that notice will specify the reasons why and set out any additional information required in order for LMCC to approve the Estimated Cost;
 - (ii) the Developer must provide to LMCC any additional information reasonably required by LMCC in order to approve the Estimated Cost in accordance with that notice; and
 - (iii) the provisions of clause 5.3.3 will again apply.

5.4 Non-compliance with Local Park approvals

5.4.1 Subject to clause 5.4.2, the Developer acknowledges and agrees that it is not entitled to a Subdivision Certificate:

- (a) for the 350th Residential Lot or for any Subsequent Lot after the 350th Residential Lot, unless it has complied with clauses 5.2.1(a), 5.2.2(a)(i), 5.2.2(a)(ii) and 5.2.2(b)(i); and
- (b) for the 700th Residential Lot or for any Subsequent Lot after the 700th Residential Lot, unless it has complied with clauses 5.2.1(b), 5.2.2(a)(iii), 5.2.2(a)(iv) and 5.2.2(b)(ii).

5.4.2 If LMCC approves (in its absolute discretion) a later time for the delivery of:

- (a) Local Park 1: the words “350th Residential Lot”; or
- (b) Local Park 2: the words “700th Residential Lot”,

in clause 5.4.1 above are to be replaced with the new lot threshold for delivery of the relevant Local Park that has been approved by LMCC.

5.4.3 If there is any dispute between LMCC and the Developer regarding the Developer's compliance with clause 7.2, that dispute is to be resolved in accordance with the dispute resolution procedures in clause 12.

5.5 Protections for LMCC in a Local Parks Clawback Event

If, after the Developer delivers Local Park 1 or Local Park 2 to LMCC in accordance with clause 5.2, that delivery is declared void, unwound, reversed or in any manner affected by the operation of Part 5.7B of the *Corporations Act 2001* (Cth) (**Local Parks Clawback Event**), the Developer (including any successor in title to the Developer who made the original dedication under clause 5.2.1):

5.5.1 must do all things necessary to ensure that Local Park 1 or Local Park 2 (as relevant) is dedicated to LMCC;

- 5.5.2 acknowledges and agrees that it is not entitled to a Subdivision Certificate for any Subsequent Lot:
- (a) after the 350th Residential Lot in the Development unless Local Park 1 is dedicated to LMCC in accordance with clause 5.2; and
 - (b) after the 700th Residential Lot in the Development unless Local Park 2 is dedicated to LMCC in accordance with clause 5.2;
- 5.5.3 notwithstanding clause 5.5.2(a), will be entitled to a Subdivision Certificate for any Subsequent Lot after the 350th Residential Lot in the Development if:
- (a) LMCC acquires Local Park 1 for \$1.00 pursuant to clause 5.6; and
 - (b) the Developer pays the entirety of LMCC's costs in connection with the acquisition of Local Park 1; and
- 5.5.4 notwithstanding clause 5.5.2(b), will be entitled to a Subdivision Certificate for any Subsequent Lot after the 700th Residential Lot in the Development if:
- (a) LMCC acquires Local Park 2 for \$1.00 pursuant to clause 5.7; and
 - (b) the Developer pays the entirety of LMCC's costs in connection with the acquisition of Local Park 2.

5.6 Compulsory acquisition of Local Park 1

- 5.6.1 The Developer:
- (a) if it has failed to deliver Local Park 1 by the time required by clause 5.2, consents to the compulsory acquisition of Local Park 1 by LMCC for \$1;
 - (b) acknowledges that an acquisition in accordance with clause 5.6.1(a) is an agreement under s30 of the Acquisition Act; and
 - (c) indemnifies LMCC to the extent that any other party claims an interest in Local Park 1 for the purposes of s37 of the Acquisition Act.

5.7 Compulsory acquisition of Local Park 2

- 5.7.1 The Developer:
- (a) if it has failed to deliver Local Park 2 by the time required by clause 5.2, consents to the compulsory acquisition of Local Park 2 by LMCC for \$1;
 - (b) acknowledges that an acquisition in accordance with clause 5.7.1(a) is an agreement under s30 of the Acquisition Act; and
 - (c) indemnifies LMCC to the extent that any other party claims an interest in Local Park 2 for the purposes of s37 of the Acquisition Act..

5.8 Defects liability for Local Park 1

- 5.8.1 If following dedication pursuant to clause 5.2.1(a)(i), Local Park 1 contains a Defect, LMCC may issue a notice to the Developer (**Local Park 1 Defects Notice**), but only during the Local Park 1 Defects Liability Period.
- 5.8.2 A Local Park 1 Defects Notice must contain the following information:
- (a) the nature and extent of the Defect;
 - (b) the work LMCC requires the Developer to carry out in order to rectify the Defect; and
 - (c) the time within which the Defect must be rectified by the Developer (which must be a reasonable time and not less than fourteen (14) days).
- 5.8.3 The Developer must, by the time specified in the Local Park 1 Defects Notice:
- (a) rectify the Defects contained within a Local Park 1 Defects Notice; and
 - (b) procure written confirmation from LMCC that LMCC is satisfied that the Defect has been rectified.
- 5.8.4 For the purpose of allowing the Developer to comply with its obligation under clause 5.8.3(b), LMCC must, within 20 Business Days of receiving a written request from the Developer, provide a written response confirming its satisfaction or otherwise.

5.9 LMCC's step in rights to rectify Local Park 1 Defects

- 5.9.1 If the Developer does not comply with clause 5.8.3, LMCC may, at its absolute discretion, enter upon the Land for the purpose of rectifying a Defect set out in the Local Park 1 Defects Notice, but only after giving the Developer seven (7) days written notice of its intention to do so.
- 5.9.2 If LMCC elects to exercise the step-in rights granted to it under clause 5.9.1 then:
- (a) LMCC may:
 - (i) enter upon any part of the Land reasonably required to exercise those step-in rights; and
 - (ii) rectify the relevant Defects in accordance with the Local Park 1 Defects Notice;
 - (b) the Developer must not impede or interfere with LMCC in exercising those rights; and
 - (c) LMCC may claim any costs incurred by it in doing so from the Developer as a liquidated debt.

5.10 LMCC may call upon the Local Park 1 Security

- 5.10.1 Where LMCC exercises its step-in-rights under clause 5.9, it may call upon the Local Park 1 Security provided under clause 5.2.1(a)(ii) to meet any costs to rectify the relevant Defects in accordance with the Local Park 1 Defects Notice.
- 5.10.2 LMCC may recover as a debt due in a court of competent jurisdiction any difference between the amount of the Local Park 1 Security and the costs incurred by LMCC in rectifying the Defects in accordance with the Local Park 1 Defects Notice.

5.11 Defects liability for Local Park 2

- 5.11.1 If following dedication pursuant to clause 5.2.1(b)(i) Local Park 2 contains a Defect, LMCC may issue a notice to the Developer (**Local Park 2 Defects Notice**), but only during the Local Park 2 Defects Liability Period.
- 5.11.2 A Local Park 2 Defects Notice must contain the following information:
 - (a) the nature and extent of the Defect;
 - (b) the work LMCC requires the Developer to carry out in order to rectify the Defect; and
 - (c) the time within which the Defect must be rectified by the Developer (which must be a reasonable time and not less than fourteen (14) days).
- 5.11.3 The Developer must, by the time specified in the Local Park 2 Defects Notice:
 - (a) rectify the Defects contained within a Local Park 2 Defects Notice; and
 - (b) procure written confirmation from LMCC that LMCC is satisfied that the Defect has been rectified.
- 5.11.4 For the purpose of allowing the Developer to comply with its obligation under clause 5.11.3(b), LMCC must, within 20 Business Days of receiving a written request from the Developer, provide a written response confirming its satisfaction or otherwise.

5.12 LMCC's step in rights to rectify Local Park 2 Defects

- 5.12.1 If the Developer does not comply with clause 5.11.3, LMCC may, at its absolute discretion, enter upon the Land for the purpose of rectifying a Defect set out in the Local Park 2 Defects Notice, but only after giving the Developer seven (7) days written notice of its intention to do so.
- 5.12.2 If LMCC elects to exercise the step-in rights granted to it under clause 5.12.1 then:
 - (a) LMCC may:
 - (i) enter upon any part of the Land reasonably required to exercise those step-in rights; and
 - (ii) rectify the relevant Defects in accordance with the Local Park 2 Defects Notice;
 - (b) the Developer must not impede or interfere with LMCC in exercising those rights; and

- (c) LMCC may claim any costs incurred by it in doing so from the Developer as a liquidated debt.

5.13 LMCC may call upon the Local Park 2 Security

- 5.13.1 Where LMCC exercises its step-in-rights under clause 5.12, it may call upon the Local Park 2 Security provided under clause 5.2.1(b)(ii) to meet any costs to rectify the relevant Defects in accordance with the Local Park 2 Defects Notice.
- 5.13.2 LMCC may recover as a debt due in a court of competent jurisdiction any difference between the amount of the Local Park 2 Security and the costs incurred by LMCC in rectifying the Defects in accordance with the Local Park 2 Defects Notice.

5.14 Land Excludes Residential Lots

For the purposes of this clause, LMCC's right of entry onto the Land excludes any part of the Land that is a Residential Lot.

5.15 Indemnity

The Developer indemnifies LMCC against any Claim to the extent that the Claim arises as a direct result of a breach of this clause 5 by the Developer.

5.16 Return of Security

LMCC must:

- 5.16.1 return the remaining Local Park 1 Security provided under clause 5.2.1(a)(ii) to the Developer promptly after the expiration of the Local Park 1 Defects Liability Period; and
- 5.16.2 return the remaining Local Park 2 Security provided under clause 5.2.1(b)(ii) to the Developer promptly after the expiration of the Local Park 2 Defects Liability Period.

6. Construction and dedication of the Shared Pathway

6.1 Dedication of the Shared Pathway

- 6.1.1 The Developer must dedicate the Shared Pathway to LMCC in conjunction with the opening of road MC01 (Minmi Boulevard).
- 6.1.2 Prior to the dedication under clause 6.1.1, the Developer must:
 - (a) at its own cost, construct or procure the construction of the Shared Pathway Works in accordance with any Development Consent granted or approval issued for the Shared Pathway Works;
 - (b) procure written confirmation from LMCC, that LMCC is satisfied that the Shared Pathway Works comply with any Development Consent granted or approval issued for the Shared Pathway Works; and
 - (c) provide to LMCC the Shared Pathway Security.

6.2 Non-compliance with Shared Pathway Consent or Approval

- 6.2.1 The Developer acknowledges and agrees that it is not entitled to a Subdivision Certificate for any Subsequent Lot in the Development after the opening of road MC01, unless it has complied with clause 6.1.
- 6.2.2 If there is any dispute between LMCC and the Developer regarding the Developer's compliance with any Developer Works Consent granted or approval issued for the Shared Pathway, that dispute is to be resolved in accordance with the dispute resolution procedures in clause 12.

6.3 Determination of value of Shared Pathway Security

- 6.3.1 The value of the Shared Pathway Security to be provided to LMCC is to be determined in accordance with this clause 6.3.
- 6.3.2 Not less than 2 months prior to the date for dedication of the Shared Pathway, the Developer must provide a notice to LMCC which:
 - (a) states the estimated costs to deliver the Shared Pathway (**Pathway Estimated Cost**); and
 - (b) is accompanied by an itemised breakdown of the Pathway Estimated Cost, prepared by a quantity surveyor.
- 6.3.3 No later than 15 Business Days after receipt of a notice under clause 6.3.2, LMCC will provide the Developer with a notice which states:
 - (a) that the Pathway Estimated Cost is approved; and
 - (b) if the Pathway Estimated Cost is approved, the value of the Shared Pathway Security, being an amount which is 5% of the approved Estimated Cost; or
 - (c) that the Pathway Estimated Cost is not approved.
- 6.3.4 If LMCC provides a notice to the Developer under clause 6.3.3(c)
 - (a) that notice will specify the reasons why and set out any additional information required in order for LMCC to approve the Pathway Estimated Cost;
 - (b) the Developer must provide to LMCC any additional information reasonably required by LMCC in order to approve the Pathway Estimated Cost in accordance with that notice; and
 - (c) the provisions of 6.3.3 will again apply.

6.4 Compulsory acquisition of Shared Pathway

- 6.4.1 The Developer:
 - (a) if it has failed to deliver the Shared Pathway by the time required by clause 6.1 consents to the compulsory acquisition of the Shared Pathway by LMCC for \$1;
 - (b) acknowledges that an acquisition in accordance with clause 6.4.1(a) is an agreement under s30 of the Acquisition Act; and

- (c) indemnifies LMCC to the extent that any other party claims an interest in the Shared Pathway for the purposes of s37 of the Acquisition Act.

6.5 Defects liability for Shared Pathway

- 6.5.1 If, following dedication pursuant to clause 6.1, the Shared Pathway contains a Defect, LMCC may issue a notice to the Developer (**Shared Pathway Defects Notice**), but only during the Shared Pathway Defects Liability Period.
- 6.5.2 A Shared Pathway Defects Notice must contain the following information:
 - (a) the nature and extent of the Defect;
 - (b) the work LMCC requires the Developer to carry out in order to rectify the Defect; and
 - (c) the time within which the Defect must be rectified by the Developer (which must be a reasonable time and not less than fourteen (14) days).
- 6.5.3 The Developer must:
 - (a) by the time specified in the Shared Pathway Defects Notice, rectify the Defects contained within a Shared Pathway Defects Notice; and
 - (b) procure written confirmation from LMCC that LMCC is satisfied that the Defect has been rectified.
- 6.5.4 For the purpose of allowing the Developer to comply with its obligation under clause 6.5.3(b), LMCC must, within 20 Business Days of receiving a written request from the Developer, provide a written response confirming its satisfaction or otherwise.

6.6 LMCC's step in rights to rectify Shared Pathway Defects

- 6.6.1 If the Developer does not comply with clause 6.5.3, LMCC may, at its absolute discretion, enter upon the Land for the purpose of rectifying a Defect set out in the Shared Pathway Defects Notice, but only after giving the Developer seven (7) days written notice of its intention to do so.
- 6.6.2 If LMCC elects to exercise the step-in rights granted to it under clause 6.6.1 then:
 - (a) LMCC may:
 - (i) enter upon any part of the Land reasonably required to exercise those step-in rights; and
 - (ii) rectify the relevant Defects in accordance with the Shared Pathway Defects Notice;
 - (b) the Developer must not impede or interfere with LMCC in exercising those rights; and
 - (c) LMCC may claim any costs incurred by it in doing so from the Developer as a liquidated debt.

6.7 LMCC may call upon the Shared Pathway Security

- 6.7.1 Where LMCC exercises its step-in-rights under clause 6.6, it may call upon the Shared Pathway Security provided under clause 6.1.2(c) to meet any costs to rectify the relevant Defects in accordance with the Shared Pathway Defects Notice.
- 6.7.2 LMCC may recover as a debt due in a court of competent jurisdiction any difference between the amount of the Shared Pathway Security and the costs incurred by LMCC in rectifying the Defects in accordance with the Shared Pathway Defects Notice.

6.8 Land Excludes Residential Lots

For the purposes of this clause, LMCC's right of entry onto the Land excludes any part of the Land that is a Residential Lot.

6.9 Indemnity

The Developer indemnifies LMCC against any Claim to the extent that the Claim arises as a direct result of a breach of this clause 6 by the Developer.

6.10 Return of Shared Pathway Security

LMCC must return the remaining Shared Pathway Security provided under clause 6.1.2(c) to the Developer promptly after the expiration of the Shared Pathway Defects Liability Period.

7. General obligations of Developer

7.1 Dedicating land

- 7.1.1 Where the Developer is required to dedicate land to LMCC under this Agreement, it must do so:
 - (a) free of any trusts, estates, interests, covenants and Encumbrances, other than those agreed to by LMCC in writing at its absolute discretion;
 - (b) in accordance with clause 8; and
 - (c) at no cost to LMCC.
- 7.1.2 The Developer must meet all costs associated with dedicating land under this Agreement, including any costs incurred by LMCC in relation to that dedication.
- 7.1.3 LMCC must do all things reasonably necessary to enable the Developer to comply with clause 7.1.1.

7.2 Developer Works

The Developer, at its cost, must:

- 7.2.1 if necessary, obtain any consents, approvals or permits required by a relevant Authority, for the conduct of the Developer Works;
- 7.2.2 carry out and complete the Developer Works:
 - (a) in accordance with the requirements of, or consents issued, by any Authority;

- (b) in accordance with the Agreed Concept Design, the reasonable requirements of LMCC and any applicable Developer Works Development Consent; and
- (c) in a proper and workmanlike manner complying with current industry practice and standards, including applicable Australian standards.

7.3 Protection of People and Property

The Developer is to use all reasonable endeavours in relation to the performance of its obligations under this Agreement to ensure that:

- 7.3.1 all necessary measures are taken to protect people and property;
- 7.3.2 unnecessary interference with the passage of people and vehicles is avoided; and
- 7.3.3 nuisances and unreasonable noise and disturbances are prevented.

7.4 Inspection powers

- 7.4.1 LMCC may undertake an audit, inspection or testing of Developer Work under suspicion of non-compliance of this Agreement or any legislation in accordance with the relevant legislative requirements and will provide such notice to the Developer as may be reasonable in the circumstances.
- 7.4.2 The Developer is to provide LMCC with any assistance that is reasonably required by LMCC to enable LMCC to undertake any audit, inspection or test under clause 7.4.1.

8. Developer's obligation to remediate Contamination

8.1 Application

- 8.1.1 Where the Developer is required to dedicate land under this Agreement, the Developer must comply with this clause 8.
- 8.1.2 The Developer is solely responsible for all costs in connection with its compliance with this clause 8.

8.2 Management of Contamination

- 8.2.1 Prior to dedicating any parcel of the Dedication Land, the Developer must:
 - (a) provide to LMCC:
 - (i) a Site Audit Statement, prepared no more than 3 months prior to the date of provision, in respect of that parcel of land (or a larger parcel of land including the relevant parcel of Dedication Land);
 - (ii) a copy of the Site Audit Report in relation to that parcel of the land; and
 - (iii) copies of any preliminary site investigation, detailed site investigation, environmental management plan or other report prepared by a suitably qualified consultant in respect of any Contamination or potential Contamination of the Dedication Land; and

- (b) procure written confirmation from LMCC that LMCC is satisfied that the Site Audit Statement satisfies the requirements of this Deed.

8.2.2 For the purpose of allowing the Developer to comply with its obligation under clause 8.2.1(b), LMCC must, within 30 Business Days of receiving a written request from the Developer, provide a written response confirming its satisfaction or otherwise.

8.3 Indemnity

The Developer must indemnify LMCC against any Loss or Claim suffered or incurred by LMCC in connection with Contamination that was present on the Dedication Land on or before the Dedication Date.

9. Warranties and Indemnities

9.1 Warranties

The Developer warrants to LMCC that:

- 9.1.1 it is able to fully comply with its obligations under this Agreement;
- 9.1.2 it has full capacity to enter into this Agreement; and
- 9.1.3 there is no legal impediment to it entering into this Agreement, or performing the obligations imposed under it.

9.2 Indemnity

Without limiting any other indemnities provided in this Agreement, the Developer indemnifies LMCC in respect of any Claim that may arise as a result of the conduct of the Developer Works, but only to the extent that any such Claim does not arise as a result of the negligent acts or omissions of LMCC.

10. Prohibition on assignment

10.1 The Developer may not Assign its rights or obligations under this Agreement without the prior written consent of LMCC.

10.2 The Developer must not Assign its interest in the Land, other than a single Residential Lot approved pursuant to a Development Consent and created by the registration of a plan of subdivision, unless:

- 10.2.1 LMCC consents to the Assignment; and
- 10.2.2 the proposed assignee enters into an agreement to the satisfaction of LMCC under which the assignee agrees to be bound by the terms of this Agreement with respect to the relevant part of the Land being Assigned.

11. Registration of this Agreement

11.1 Registration

The Developer must register or procure the registration of this Agreement on the title of Lot 2 DP877349 pursuant to section 7.6 of the Act prior to the earlier of:

- 11.1.1 the date that is 2 months from the date this Agreement is executed; and
- 11.1.2 the issue of the first Subdivision Works Certificate for the Development (excluding any Subdivision Works Certificate for bulk earthworks or remediation only).

11.2 Obligations of the Developer

The Developer must:

- 11.2.1 do all things necessary to allow the registration of this Agreement to occur, including but not limited to obtaining the consent of any mortgagee registered on the title of the Land; and
- 11.2.2 pay any costs incurred by LMCC in order for the Agreement to be registered.

11.3 Termination

This Agreement will terminate upon all the parties satisfying all of their obligations under the Agreement.

11.4 Removal from Title of the Land

- 11.4.1 Provided that the Developer is not in breach of this Agreement at the time, LMCC will promptly do all things necessary to ensure that this Agreement is removed from the title of any part of the Land that is a Residential Lot in a Subdivision Certificate.
- 11.4.2 Promptly after the Developer has complied with all the terms of this Agreement, LMCC will do all things necessary to allow the Developer to remove the registration of this Agreement from the title of the Land.
- 11.4.3 The Developer must pay any costs incurred by LMCC in removing this Agreement from the title of the Land under clause 11.4.1.

12. Dispute Resolution

12.1 Notice of Dispute

- 12.1.1 If a dispute between the parties arises in connection with this Agreement or its subject matter (**Dispute**), a party (**First Party**) may by giving notice to the other party to the Dispute (**Second Party**) a notice (**Dispute Notice**).
- 12.1.2 The Dispute Notice must:
 - (a) be in writing;
 - (b) state that it is given pursuant to this clause 12.1;

- (c) include or be accompanied by reasonable particulars of the Dispute, including:
 - (i) a brief description of the circumstances in which the Dispute arose;
 - (ii) references to any provisions of this Agreement and/or acts or omission of any person relevant to the Dispute; and
 - (iii) where applicable, any amount or estimate of an amount in dispute (whether monetary or any other commodity).

12.1.3 Within 20 Business Days of the First Party issuing the Dispute Notice (**Resolution Period**), the Developer's Representative and the LMCC's Representative must meet at least once to attempt to resolve the Dispute.

12.2 Not to use information

The purpose of any exchange of information or documents or the making of any offer of settlement under this clause 12 is an attempt to resolve the Dispute. Neither party may use any information or documents obtained through any dispute resolution process undertaken under this clause 12 for any purpose other than to resolve the Dispute.

12.3 Condition precedent to litigation

Subject to clause 12.4, a party must not commence legal proceedings in respect of a Dispute unless:

- 12.3.1 a Dispute Notice has been given; and
- 12.3.2 the Resolution Period has expired.

12.4 Effect of this clause

This clause 12 does not operate to:

- 12.4.1 prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in relation to the Dispute; or
- 12.4.2 limit the availability of any remedies available to LMCC under section 9.45 and Division 9.6 of the Act.

13. Position of LMCC

13.1 Consent Authority

The parties acknowledge that LMCC is the consent authority with statutory rights and obligations pursuant to the terms of the Act.

13.2 Agreement does not Fetter Discretion

This Agreement is not intended to operate to fetter:

- 13.2.1 the power of LMCC to make any Law; or
- 13.2.2 the exercise by LMCC of any statutory power or discretion (**Discretion**).

13.3 Severance of Provisions

- 13.3.1 No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute an unlawful 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 13 is substantially satisfied;
 - (b) in the event that paragraph 13.3.1(a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
 - (c) to endeavour to satisfy the common objectives of the parties in relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.
- 13.3.2 Where the Law permits LMCC to contract out of a provision of that Law or gives LMCC power to exercise a Discretion, then if LMCC has in this Agreement contracted out of a provision or exercised a Discretion under this Agreement, then to the extent of this Agreement is not to be taken to be inconsistent with the Law.

13.4 No Obligations

Nothing in this Agreement will be deemed to impose any obligation on LMCC to exercise any of its functions under the Act in relation to a Development Application, Development Consent Developer Works DA, Developer Works Consent, Agreed Master Plan, Agreed Concept Design, Agreed Detailed Design, the Land, the Development, or the Future Development in a certain manner.

14. Confidentiality

14.1 Agreement not Confidential

The terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any party.

15. GST

15.1 Definitions

Words used in this clause that are defined in the GST Law have the meaning given in that legislation.

15.2 Intention of the parties

The parties intend that:

- 15.2.1 Divisions 81 and 82 of the GST Law apply to the supplies made under and in respect of this Agreement; and
- 15.2.2 no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

15.3 Reimbursement

Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

15.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 15.

15.5 Additional Amounts for GST

15.5.1 To the extent an amount of GST is payable on a supply made by a party under or in connection with this Agreement (GST Amount), the Recipient will pay to the supplier the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided. The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount.

15.5.2 Clause 15.5.1 applies to non-monetary consideration.

15.6 No merger

This clause will not merge on completion or termination of this Agreement.

16. Access to Land

16.1 Developer access

If the Developer accesses, uses and/or occupies any land owned by LMCC in performing its obligations or exercising its rights under this Agreement, the Developer must, prior to any such access:

16.1.1 enter into an access licence with LMCC, on terms acceptable to LMCC; and

16.1.2 pay for LMCC's reasonable costs in connection with such a licence.

16.2 LMCC access

If LMCC accesses any part of the Land in accordance with clauses 5.9, 5.12 or 6.6 of this Agreement, LMCC must remove any plant, equipment, or other materials from the Land and must make good any damage done to the Land during such access promptly following completion of any Defect rectification works.

17. Legal Costs

The Developer shall bear its own costs and those of LMCC to a maximum of \$20,000 in relation to the preparation, negotiation, execution and registration of this Agreement and any document related to this Agreement.

18. Administrative Provisions

18.1 Notices

- 18.1.1 Any notice, consent or other communication under this Agreement must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
- (a) delivered to that person's address;
 - (b) sent by pre-paid mail to that person's address; or
 - (c) sent by email to that person's email address.
- 18.1.2 A notice given to a person in accordance with this clause is treated as having been given and received:
- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if sent by pre-paid mail, on the third Business Day after posting; and
 - (c) if sent by email to a person's email address on the day it was sent if a Business Day, otherwise on the next Business Day, unless the sender receives an automated response either that the email is undeliverable or that there has been some other error or delay in its transmission.
- 18.1.3 For the purpose of this clause the address of a person is the address set out in this Agreement or another address of which that person may from time to time give notice, in writing, to each other person.

18.2 Entire Agreement

This Agreement is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

18.3 Waiver

- 18.3.1 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.
- 18.3.2 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 18.3.3 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach in any other circumstance or instance.

18.4 Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

18.5 Unenforceability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

18.6 Power of Attorney

Each attorney who executes this Agreement on behalf of a party declares that the attorney has no notice of:

18.6.1 the revocation or suspension of the power of attorney by the grantor; or

18.6.2 the death of the grantor.

18.7 Governing Law

The law in force in the State of New South Wales governs this Agreement. The parties:

18.7.1 submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this Agreement; and

18.7.2 may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

18.8 Further Agreements

This Agreement does not restrict further agreements between the Parties that are not inconsistent with this Agreement.

18.9 Variations

18.9.1 Other than as specified in this clause, this Agreement must not be varied except by a later written document executed by LMCC and the Developer.

18.9.2 Any of the Local Park Development Standards may be varied by agreement in writing between LMCC and the Developer without the need to amend this Agreement.

18.9.3 The Developer may, by written notice to LMCC, propose any variation to design or specifications of any of the Developer Works (**Works Variation Notice**).

18.9.4 LMCC must, within twenty-eight (28) days of receipt of a Works Variation Notice respond in writing, by either:

- (a) agreeing to any or all variations proposed in the Works Variation Notice; or
- (b) proposing an alternative variation to any or all variations proposed in the Works Variation Notice (**Alternative Variation**); or
- (c) refusing any or all variations proposed in the Works Variation Notice if that variation(s) would, in LMCC's opinion, adversely affect the public benefit being provided under this Agreement.

- 18.9.5 The Developer must within fourteen (14) days after receiving a notice in accordance with clause 18.9.4(b), notify LMCC in writing whether the Alternative Variation can be effected.
- 18.9.6 LMCC must within fourteen (14) days of receipt of a written notice under clause 18.9.5, in writing either accept or reject the Alternative Variation.
- 18.9.7 LMCC may, by written notice to the Developer, reasonably require the Developer to vary the design or specification of the Developer Works, in which case the Developer must comply with that requirement unless the Alternative Variation:
- (a) materially affects the Development;
 - (b) materially reduces the financial return or profitability of the Development; or
 - (c) will result in increased cost or delay in the Developer Works undertaken by the Developer.

18.10 Surrender of Right of Appeal

The Developer is not to commence or maintain any proceedings in any court, tribunal or similar appealing against or questioning the validity of this Agreement or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Agreement.

18.11 Notations under section 10.7(5) of the Act

LMCC may, at its absolute discretion, make a notation on a planning certificate issued under section 10.7(5) of the Act detailing the application or affect the planning agreement has on the Land.

Signing Page

Executed by the parties as a agreement under s 7.4 of the Act.

Executed by Winten (No 21) Pty Ltd ACN 096 449
393 in accordance with s 127(1) of the Corporations
Act 2001:

Rothwell

Signature of Director

Rothwell

Signature of Director (or Company Secretary)

DAVID WINTEN ROTHWELL

Print full name

GARRY WINTEN ROTHWELL

Print full name

Executed for LAKE MACQUARIE CITY
COUNCIL

The Common Seal of the COUNCIL of the CITY of
the City of LAKE MACQUARIE was hereto affixed,
in pursuance of a Council resolution passed on
the 27 July 2026 in the presence
of:



Adam F. L. Shultz

Insert name ADAM SHULTZ

Mayor

David Hughes

Insert name

DAVID HUGHES

Chief Executive Officer

Schedule 1 Requirements under section 7.4 of the Act

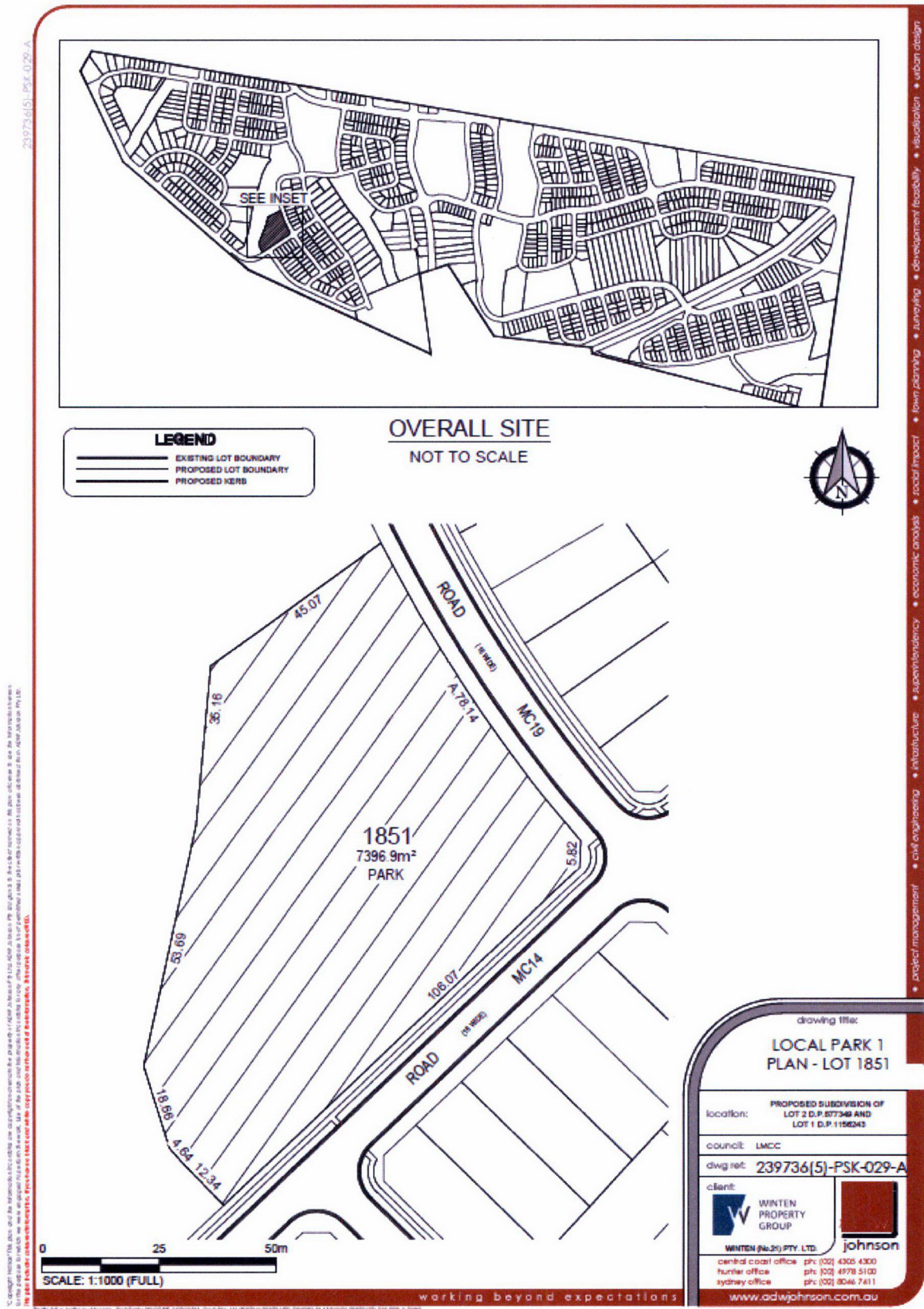
ITEM	REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
1.	Planning instrument and/or Development Application – (Section 7.4(1)) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) Yes (c) No
2.	Description of land to which this agreement applies – (Section 7.4(3)(a))	See definition of Land in clause 1.
3.	Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b))	Not applicable.
4.	Application of section 7.11 of the Act – (Section 7.4(3)(d))	The application of section 7.11 of the Act is excluded in respect of the first 1,118 Residential Lots in the Development and Future Development. For the avoidance of doubt, contributions (if any) under section 7.11 will only be required to be paid for any Residential Lot after the 1,118th Residential Lot in the Development and Future Development.
5.	Applicability of section 7.12 of the Act – (Section 7.4(3)(d))	The application of section 7.12 of the Act is excluded in respect of the first 1,118 Residential Lots in the Development and Future Development. For the avoidance of doubt, contributions (if any) under section 7.12 will only be required to be paid for any Residential Lot after the 1,118th Residential Lot in the Development and Future Development.

ITEM	REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
6.	Consideration of benefits under this agreement if section 7.11 applies – (Section 7.4(3)(e))	In addition to the Monetary Contribution, the Developer will dedicate the Shared Pathway and Local Parks to LMCC.
7.	Mechanism for Dispute resolution – (Section 7.4(3)(f))	Refer to clause 12 of the Agreement.
8.	Enforcement of this agreement – (Section 7.4(3)(g))	Refer to clauses 4 – 6 of this Agreement.
9.	No obligation to grant consent or exercise functions – (Section 7.4(3)(9))	Refer to clause 13.4 of this Agreement.

Schedule 2 Agreement details

ITEM	TERM	DESCRIPTION
1.	Developer's Representative	Director Winten No 21 Pty Ltd L20 100 Arthur Street North Sydney NSW 2060 reception@winten.com.au
2.	LMCC's Representative	Developer Contributions Coordinator 126-138 Main Road, Speers Point NSW 2284 Council@lakemac.nsw.gov.au

Schedule 3 Local Park 1 Plans



Schedule 4 Local Park Development Standards



DESIGN SPECIFICATION
LOCAL PARK AND PLAYGROUND
Link Road North Precinct

November 2025



Disclaimer

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Department Name: Asset Management – Community Assets

Lake Macquarie City Council
126-138 Main Road, Speers Point, NSW
2284 Box 1906, Hunter Region Mail Centre,
NSW 2310

Telephone: 02 4921 0333
email: enquiries@lakemac.nsw.gov.au
Internet: www.lakemac.com.au

1. BACKGROUND

The Minmi Link Road development is a five-stage development of up to 3,300 dwellings and two commercial centres across a 520-hectare site that falls within both the Lake Macquarie LGA and Newcastle LGA.

The Link Road North Precinct is located within Lake Macquarie LGA and will create 1,058 residential lots, a local centre allotment and potential school site. The development site also includes provision for two local parks to be dedicated by Winten (No 21) Pty Ltd to Council at no cost to Council. The dedication shall take place in accordance with the Voluntary Planning Agreement (VPA). In accordance with the VPA letter of offer, Winten (No 21) Pty Ltd will embellish and dedicate to Council two local parks with playgrounds in the approximate locations shown on the Park Plans:

Local Park 1 – Lot 1851 – area 7396.9m²

Local Park 2 – Lot 2547 – area 5827.6m²

The design specification outlines the requirements for the two local parks and playgrounds.

The specification will inform a detailed submission for the design including play equipment and construction of the local parks and playgrounds. The brief outlines Council's intentions for the specified facilities however, the final requirements may vary as a result of development consent and associated conditions.

1.1 Local Park

The parks shall be established in Lot 1851 and Lot 2547.

The parks will cater for the residents located within the development site. The sites are required to have the following:

- Play equipment,
- Grassed kick-about area,
- Pathways,
- Park furniture - two bench seats, one tap and bubbler, one maintenance tap, bike racks (1 x 3 bike rack), waste and recycling bins and park sign, and
- Landscaping, trees and vehicle control.

Suitable pathway connections will need to be provided between the park and adjacent kick-around area.

Consideration could be given to the inclusion of a youth active recreation element to complement one of the playspaces, for example a half court or hit wall.

2. DESIGN CRITERIA

The two parks and play spaces are to be designed to be complimentary and not duplicated, creating a unique sense of place and recreation/play experience for the community.

The design of both parks and play spaces are to meet the requirements outlined below.

2.1 Site Dimensions of a Local Park

The parks shall be established in Lot 1851 and Lot 2547:

- Have a maximum slope not exceeding 5%,
- Lot 2547 to have a minimum useable area of approximately 3,900m² free of encumbrances including but not limited to drainage areas. The area approved under DA/2087/2018 falls short of Council's requirements for a local park. The usable area of Lot 2547 is to be maximized by excluding any infrastructure and batters associated with the adjacent lot (detention basin) including maintenance paths and fencing etc.,
- Lot 1851 to have a minimum useable area of 5,000m², free of encumbrances including but not limited to drainage areas,
- Have road frontage bounded on two sides,
- Have street frontages consistent with the dimensions nominated on the Proposed Subdivision Plans approved under DA/2087/2018/REV,
- Have houses overlooking or fronting onto the park, and
- Have no back fences restricting surveillance.

2.2 Design of the Park

The park must be designed to:

- Be aesthetically appealing,
- Encourage social interaction,
- Be accessible for all, eg. pathways to play area, with pram/wheelchair ramps, connecting to seating with space beside seat for wheelchairs/prams,
- Be designed to be low maintenance and constructed from readily available materials and finishes,
- Retain significant trees, where possible,
- Provide an appropriate buffer around habitat/senescent trees. Play equipment, pathways and park furniture should not be located in the fall zone of these trees,
- Be comfortable including through the provision of natural shade, seating and good passive surveillance,
- Include cycleway connections to and through the park, and
- Create a unique sense of place and integrate the playspace into the surrounding landscape

The designer is to:

- undertake a design risk assessment (Safety in Design Report), and
- demonstrate, where relevant how risks associated with adjacent detention basins have been addressed in accordance with the LMCC Batter and Fencing Guidelines for Sqids and Detention Basins.

3. DESIGN COMPLIANCE

Ensure design and delivery comply with relevant standards, including but not limited to:

- Austroads Guide to Road Design Part 6A: Paths for Walking and Cycling
- Everyone Can Play Guidelines
- LMCC Crime Prevention Through Environmental Design (CPTED) Guideline

- LMCC Landscape Design Guidelines
- LMCC Engineering Design Guidelines
- LMCC Standard Drawings
- LMMC Batter and Fencing Guidelines for Sids and Detention Basins
- Lake Macquarie City Signage and Wayfinding Guidelines Manual
- Lake Macquarie Development Control Plan 2014 - Revision 24 Part 6 – Development in Recreation and Tourist Zones (March 2020) - Section 3.14- Landscape category 3
- Lake Macquarie Development Control Plan 2014 - Revision 24 Part 6 – Development in Recreation and Tourist Zones (March 2020) - Section 3.21 Non- discriminatory access and Section 3.22 Safety and Security
- Statewide Mutual - Playgrounds - Best Practice Manual - Version 5 - January 2020
- AS1428 (current versions) - Design for Access and Mobility Set
- AS2890.3: 2015 - Bicycle Parking;
- AS4586: 2013 - Slip resistance classification of new pedestrian surface materials
- AS 4422: 2022 - Playground surfacing - Specifications, requirements and test method
- AS 4685 (current versions) - Playground equipment and surfacing Set
- AS4970: 2025 - Protection of trees on development sites

4. DESIGN OUTPUTS

The documentation shall be in accordance with the requirements of LMCC Landscape Design Guidelines Rev 3 (2019) and shall include all details and specifications required to provide a complete standalone set of construction documentation. Council will not accept plans that refer to other documentation (e.g. as per LMCC standard detail').

Requirements include but are not limited to the following:

- Masterplan of the parks and playgrounds, site analysis plan, site opportunity and constraints analysis and mapping, cross-sections and risk assessments – to be submitted and approved by Council prior to progressing to concept design.
- Concept design – to be submitted and approved by Council prior to progressing to detailed design.
- A design review and report of the playgrounds will be required by an accredited playground inspector and certifier, such as KidSafe New South Wales to be submitted to Council with concept designs.
- Two playground equipment design layouts for each site from an approved manufacturer and suitable for community consultation - to be submitted and approved by Council prior to progressing to detailed design. Council can undertake community consultation to assist in the selection of the preferred design before proceeding to detailed design.
- Detailed design to be submitted for Council approval at hold points of 50%, 80% and 100% development. Feedback on material quality expectations and design outcomes will be provided during these design reviews.
- Construction documentation, including all plans, details, specifications, planting schedule - to be submitted and approved by Council
- Lodgement of Development Application / Construction Certificate, if required, (and all reports as required by Development Assessment and Compliance)
- Arborist Report (minimum AQF 5) - tree assessment
- A Landscape Compliance Report, a Landscape Rectification Report and an Asset Handover Report including WAEX drawings will be undertaken in consultation with Council representatives in accordance with the LMCC Landscape Design Guidelines sections 2.6-2.8. This is to verify that the park has been constructed and maintained according to the plans and documentation provided.
- A comprehensive post installation inspection by an accredited playground inspector and certifier will be required. A certificate of compliance with AS 4422: 2022 and AS 4685 (current versions) will be required prior to the issuing of Practical Completion.

- A proposed maintenance plan for playground and softfall area (submitted prior to handover).

5. PLAY AREA

The play area includes the play equipment, softfall, edging and required fall zones.

Unless otherwise agreed by Council, the play area is to be located:

- A minimum of 15 metres from the boundary of a residential block, (where possible, 20 metres is recommended),
- A minimum of 20 metres from the curb line of a local or collector road,
- A minimum of 30 metres from the curb line of a distributor road, and
- At least 20 metres from identified habitat trees or ecologically significant trees.

The play area is to be designed to:

- Playground design to be in accordance with Statewide Mutual Best Practice design manual. Locate the playground with good visibility from the street frontage and surrounding residences,
- Play equipment to be located to consider safer by design principles, accessibility, proximity to roads, the location of other park facilities and shade,
- Provide natural shade opportunities, either through retention of existing shade or installation of new large trees. Ensure shade does not make an area uncomfortable, slippery and cold in winter,
- Have appropriate distance between structures e.g. play equipment, edging and furniture (refer to the Australian Standards),
- All park furniture and landscaping to be outside of fall zones. Locate park benches to provide suitable supervision of play equipment. Locate bubbler adjacent to play area, set 500mm off circulation paths,
- Appropriate distance from existing hazards identified through the design risk assessment. Fencing may be required as a means to reduce risks,
- Consideration should be given to overland flow, and the playground should not be in a zone impacted by site drainage. Adequate site drainage is required, and
- Maintenance access to the equipment, surfacing, vegetation and other features.

A maintenance plan for the playground and soft fall area shall be submitted to Council at the completion of the project.

5.1 Play Equipment

The play area is to comprise of 3 to 5 pieces of equipment and is to:

- be designed for children aged between 2 -10 years,
- provide fun activities that stimulate, challenge and maximise a child's development,
- provide for skill development,
- be different, not replicated in nearby play areas,
- include at least one piece of equipment with accessible surface treatment or accessible path to the equipment's entry and exit points to enable ease of use,
- The equipment must provide high play value with a range of activities that encourage the user's physical, social, emotional and cognitive development. Activities/skills could include: climbing, sliding, rocking, swinging, spinning, balancing, fine motor skills, fantasy, cognitive and social/emotional skills. (Note: reliance on simple step/deck type play structures to provide for all activities/skills will not be acceptable to Council),
- The designer shall provide a minimum of two playground design layouts for each site from an approved manufacturer or landscape architect submitted for acceptance by Council prior to the Detailed Design stage. The designer must provide adequate details (model numbers, sketches/photos etc.) of the proposed equipment and the arrangement of the equipment at

the concept design stage. Ensure that the proposed play equipment is not replicated in nearby play areas. All equipment shall be installed in accordance with the manufacturer's instructions,

- Council will undertake community consultation on the two playground concept options for each site. Feedback received during community consultation will inform the preferred option to take forward to detailed design,
- Completed equipment and softfall installations must be independently tested and certified to comply with AS 4422: 2022 and AS 4685 (current versions). Proof of the certification must be supplied to Council,
- Individual play equipment structures shall be permanently marked with a plate clearly identifying the name, address, the equipment reference, year of manufacture, ABN and designation (number and date) of the Australian Standard (i.e. AS 4685.1:2021) and any other applicable part of the AS 4685 series. Basic level marks are required on equipment to indicate the installation level of surfacing. All manufacturers, suppliers and designers must be able to verify compliance for play equipment, custom designed items and surfaces where statements of compliance to the Australian standards have been made,
- The spacing of equipment and the distance to any edging or furniture/structures shall be in accordance with the relevant Australian Standard, and
- Equipment that utilises recycled materials and meets the required performance specifications should be considered, provided longevity, robustness and maintenance are not compromised.

5.2 Softfall

For local parks loose organic softfall is recommended.

The designer shall provide specifications and details of softfall surfacing and edge treatment for Council acceptance prior to design being issued for construction.

Soft-fall requirements are:

- Bark mulch loose-fill organic Impact attenuating surface in accordance with AS4685.0:2017, to a minimum depth of 300 mm, is to be placed within defined
- edge treatment. The depth of the softfall depends on fall heights. Refer to the relevant Australian Standards,
- Rubberised softfall is required in high scuff areas (approximately 1m x 1m at the bottom of slides and 3m x 2m under swings and scuff pads for other equipment as appropriate). Rubber softfall to consist of an impact absorbing rubber base of various thickness to suit different applications and fall heights. The 15mm wear layer is to be certified. Installation as per supplier's specification,
- Softfall types, depths and rubberised surfaces must be independently certified for compliance in accordance with AS4422 by contractor or supplier, and
- Provide adequate drainage in play area to prevent ponding of water in softfall zone. Subgrade under softfall areas must be graded to ensure adequate drainage and to prevent ponding of stormwater under equipment. Slotted ag pipe (in a geotextile sock) to be placed around equipment at subgrade level and drained to outlet point/s located in surrounding landscaped areas away from the playground. Softfall surfaces that utilise recycled materials and meet the required performance specifications should be considered, provided longevity, robustness and maintenance are not compromised.

5.3 Edging/ borders/ retaining walls

Play equipment areas require an edge treatment to contain/ border the soft fall areas.

The edge treatment must be outside the minimum fall zone. Edging should be suitable for in-ground use.

Edging requirements are:

- The top of edging shall be set flush with the softfall and raised 110mm – 190mm above adjacent turf or surface level,

- Copper Chrome Arsenate timber treatments shall not be used anywhere within the playground or park,
- Edging material is concrete with a rolled top and weep holes to provide adequate drainage. Rock or timber may be considered in some locations (suitable for in- ground use), and
- The edge of any playground softfall areas shall not be within 10 metres from an adjoining residence.

5.4 Playground fencing

- The extent of fencing required should address risks identified in the design risk assessment in accordance with the Statewide Mutual best practice guidelines.
- Where fencing is required, it should be provided in accordance with council's standard drawing EGSD-602 ver 05 exclusion fencing. Provide a concrete mowing strip below, in accordance with mowing strip requirements noted on the standard drawing EGSD-602.

6. PATHWAYS

A pathway (1.5m wide) from the road or car park to the play area is required. The pathway is to:

- Be constructed in accordance with the specifications in LMCC standard drawing EGSD-301 Ver 06 Sheet 2 of 3 (Note: the standard drawing refers to a 1.2m width, this pertains to paths in the road footway only. The required width of footpaths within park areas is 1.5m in accordance with the LMCC Landscape design guidelines Section 3 Landscape Design for Public Reserves),
- Incorporate node points where appropriate to locate seating,
- Provide for good sight lines and landscaping should ensure visibility,
- Provide clearance in accordance with AS12428.2: 2009 either side of the pathway free of any obstacles,
- Be disability accessible and located to maximise access but to minimise path lengths. Pram ramps in accordance with LMCC standard drawing EGSD-102 Ver 04 Sheets 2 and 3 are to be provided at gutter crossing points,
- Be designed to prevent unauthorised vehicle access,
- The pathway must be designed to address overland stormwater flow along and across the pathway. Cross drainage should be located under the pathway and longitudinal drainage controlled to minimise scouring along the edge of the pathway,
- Permanent erosion controls are to be placed at all drainage discharge points to reduce water velocities and minimise erosion, and
- The pathway may be used to provide a separation between the developed park area and existing bushland to be retained.

7. PARK FURNITURE

Materials used in the park must be robust and able to withstand weathering, graffiti and physical damage. All park furniture is to be installed according to manufacturer's specification.

7.1 Seating

Seating requirements are:

- A minimum of two bench seats to be surface mounted on concrete base slabs. Slabs should be connected to pathways where practical and sized to allow a wheelchair or pram to be located adjacent the seating,
- Location of one seat is to adjoin (but be located outside) the softfall zone and located near the access point to the playground. A second seat is to be near the kick-about area,
- To be constructed from robust materials fit for purpose. Materials, finishes and coatings shall

- provide ease of cleaning and graffiti removal,
- To be free from sharp edges and projections,
- To have dimensions compliant with AS1428 Design for Access and Mobility Suite,
- Not to face due west and be in shade for the hottest part of the summer day,
- To encourage social interaction between parents/carers, where possible, and
- The style of bench seating is to be discussed with Council staff at the concept stage to ensure consistency with Council's provision at other local parks.

7.2 Tap

- Provide one key operated 20mm hose tap (Enware VP355, or approved equivalent) for landscape watering purposes.
- Hose tap to finish 600mm above finished ground level. Tap and pipe installation to be bracket fixed to a 65 x 65 gal post with top cap.
- Provide concrete footing to post to a minimum depth of 400mm below finished surface levels.
- Footing to finish flush with surrounding ground levels to act as a mowing edge and have a neat, smooth appearance appropriate to visible parkland infrastructure.

7.3 Bubbler

Bubbler requirements are:

- Provide one wheelchair accessible bubbler with spring loaded tap,
- To be cantilever style wheelchair accessible drinking fountain with bottle refill tap,
- To be manufactured from 316 Stainless Steel with an electropolish finish,
- To be installed on ground with a maximum gradient of 1 in 50. For sloping sites, design level pads to accommodate level access to bubbler,
- To have fixings and footings to the manufacturers specification and accepted by the project's Engineer,
- To be installed in accordance with the manufacturer's recommendations,
- To connect to potable water supply,
- To drain to sewer if infiltration not feasible,
- The tap and bubbler should be co-located to minimise cost and not include a dog bowl,
- The accessible bubbler must be located adjacent to but connected with the accessible pathway, preferably near the seating area,
- Provide adequate circulation space around the fixture for wheelchair access and pedestrian movement, and
- Allow sufficient clearance to maintain clear paths of travel for circulation around the fountain installation, including for maintenance cleaning.

7.4 Park Sign

- Provide fabrication and installation of one standard LMCC Public Reserve identification and regulatory sign type ID3A.02 in accordance with the LMCC Signage and Wayfinding Guidelines manual. The name of park will be determined by Council.
- Sign to be located near the entry to the park.

7.5 Waste and Recycling

- Provide 1 x 240 litre waste bin and 1 x 1 x 240 litre recycling bin conforming to AS4123.1
- Council Waste Services team to provide detail requirements for bin type.
- Locate bins with consideration to practical collection sites. Allow sufficient clearance to maintain clear paths of travel for circulation around the installation, including for maintenance cleaning.

Location of waste and recycling bins to be accepted by LMCC Waste Services prior to installation.

7.6 Bike Rack

Provide 3 bike racks.

Locate bike racks in a group, to be:

- easily accessible from the road or cycle path,
- in an area with good surveillance by the public, and
- clearly visible from the entrance of the park.

Bike rack requirements are:

- To be a circular hoop shape. Dimensions shall allow the frame and both wheels of a bicycle to be locked to the bike racks by chain, cable or U-lock without the need to remove a wheel from the bicycle,
- To be structurally capable of supporting a bicycle and resistant to cutting, bending or breaking,
- To be surface mounted to pavement or concrete slab. Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion, and
- To be constructed from Grade 304 Stainless steel pipe.

8. VEHICLE CONTROL

Vehicle control is required to:

- Prevent unauthorised vehicle access to the park and pathways by use of bollards,
- post and cable fencing and landscape elements,
- Where fencing is installed, provide a concrete mowing strip below, in accordance with mowing strip requirements noted on LMCC standard drawing EGSD-602 ver 05 Exclusion fencing,
- Where bollards are used, bollards shall be constructed from robust materials fit for purpose and have finishes and coatings, that provide ease of cleaning and graffiti removal. Minimum 1000mm high x 100-300mm internal diameter. Provide a securely fitted cap fabricated from the same material as the bollard,
- Provide access for maintenance vehicles by providing a heavy-duty lockable pipe gate in accordance with LMCC standard drawings EGSD-604 ver 03 double swing gate and/or EGSD-603 ver 03 single swing gate,
- Finishes on all materials to maximise corrosion resistance suitable to the intended bollard/fence location, and
- Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion.

9. KICK-ABOUT AREA

An open-grassed kick-about area is required:

- To be a minimum area of 500m² with no trees,
- To be a gentle slope i.e. no steeper than 1:40,
- Located away from adjoining residences, the play area, the adjacent road, and
- (depending on the site) turfed with couch (Greenleas Park) or soft leaf buffalo.

9.1 Grassed area

- The maximum gradient of any turf area is to be 1:6 to enable mowing.
- Turf to be couch or soft leaf buffalo unless otherwise specified.
- Suitable topsoil with a minimum depth of 150mm is required for all turf areas. Maximum depth of topsoil to be determined following assessment of existing site soils.

- All turf areas to be fertilised with turf starter and watered well.
- The interface between turfed areas and amenity planting and/or mulched areas is to have a suitable edge. Timber edging to be in accordance with LMCC standard drawing LSD-EDG-01 ver 02.
- The interface between turf and remnant bushland shall be separated by pathways. Where the design cannot achieve this, provide a concrete mowing strip and mulch buffer zone of 1.5m to prevent mowing encroachment and herbicide spray drift impacts within remnant bushland.

Construction details should include:

Topsoil depth to be a minimum of 150 mm. Topsoil supply from either:

- The existing topsoil and subgrade under the proposed kick-about area, tested (in-situ or stockpiled) by an appropriate soil laboratory and soil scientist recommendations for ameliorations to render soils fit for purpose to be included in construction specifications.

Or

- imported topsoil shall comply with AS 4419 and be free draining sandy loam free of weeds, refuse and toxic material, have at least 5% organic content by mass, have a pH between 5.5 and 7.5 and have a soluble salt content not exceeding 0.06% by mass.

10. EARTHWORKS

Earthworks and the use of retaining walls should be minimised. Erosion and sediment control to be designed in accordance with LMCC Erosion and Sediment Control Guidelines Batter gradients are to be no steeper than 1V:6H without Council acceptance.

11. STORMWATER DRAINAGE

The design should address stormwater overland flows. Stormwater management systems should be visually unobtrusive and integrated within site landscaping, car parks and structures.

12. PARK VEGETATION

The park landscaping must:

- Address sun-safe issues by providing shade tree planting to the western side of the play area and to provide shade for seating,
- Address community safety and CEPTD principles,
- Provide interest (include treatments, such as low mounding, rock work, dry creek bed, and plantings to achieve an effect),
- Avoid the use of known branch dropping species or species with large cones, and
- Avoid the use of any species known to be toxic or poisonous.

12.1 Proposed Landscape Planting

The park landscaping must be designed to be **low maintenance**:

- Avoid placement of furniture, fencing, trees and other mowing obstacles within lawn areas,
- By planting trees in clumps in mulched beds,
- Provide a mix of 45L/100L/200L/400L trees with larger trees (min 400L) strategically placed to provide shade to the playground,
- Providing concrete edging around all planted areas,
- Seating is not to be located inside the soft-fall area,
- Avoid areas requiring hand mowing wherever possible,
- Avoid using rhyolite areas for local parks,
- Use plant species that are hardy, drought or fire resistant, where possible,

- Consider the roots of trees at maturity. Position trees so that the roots of trees at maturity does not enter the softfall zone, or lift pathways,
- The consultant shall refer to Council's guidelines – Landscape Design Guidelines (DCP1) (Revision 01) Section 4.0 Landscape Standards for Public Reserves, Section 9.2 Planting Guidelines and Section 9.3 Bushland Protection,
- Planting should be designed to provide suitable shading around key activity locations including the playground, picnic area, any seating location/s, car park and general amenity planting,
- Planting to consider the canopy size of mature trees and allow for adequate spacings,
- Selected species must not tend to drop branches, be toxic/poisonous and have a root system that affects any soft fall areas or pathways,
- The planting design must consider CPTED principles,
- Where possible, trees and plantings should be within garden beds with suitable hard edging and mulch. If trees are to be planted in turf areas they should be grouped in clumps to minimise interference with mowing operations,
- All areas of existing vegetation that are nominated to be retained and are disturbed by the works are to be rehabilitated using appropriate native plant species, and
- Concrete edging is to be used around all planting areas.

12.2 Planting Establishment

- A plant establishment period of 52 weeks is required (from the date of practical completion) for all proposed landscape plantings and turf areas. Throughout the establishment period the landscape contractor will be required to carry out all mowing, watering, weeding, pest and disease control, fertilizing, returfing, replanting, staking and tying, pruning, mulch reinstatement, top dressing and generally keeping the landscaping neat and tidy.
- A Landscape Compliance Report, a Landscape Rectification Report and an Asset Handover Report will be undertaken in consultation with Council representatives in accordance with the LMCC Landscape Design Guidelines sections 2.6-2.8. to verify that the park has been constructed and maintained according to the plans and documentation provided.

12.3 Existing Vegetation

- Areas of native vegetation may be retained and incorporated into the park provided all other requirements have been achieved.
- Playground equipment is not to be located within approximately 20 metres of any identified habitat trees or ecologically significant trees and must be outside the drip zone of any existing trees.
- Existing trees must be assessed for soundness and potential limb drop hazard before siting play equipment and park furniture etc in close proximity. The consultant shall engage a suitably qualified and experienced arborist (Diploma of Horticulture (Arboriculture) equal to AQF Level 5) to carry out the assessment and also provide documented recommendations for tree management. Work required must be included in park construction works, undertaken in consultation with Council's Arborist and in accordance with Council's Tree Preservation Policy. A copy of the arborist report is required to be submitted to Council.
- Any native vegetation and significant trees to be retained are to be protected from construction activities by the use of exclusion fencing installed around these areas/trees until after the construction period in accordance with AS4970-2009.
- All trees or areas of vegetation selected to be retained that are disturbed by the works to be rehabilitated using appropriate native plant species

12.4 Weeds

- There shall be no infestation of recognised weed species present on handover of site to Council.

13. SITE CLEAN-UP

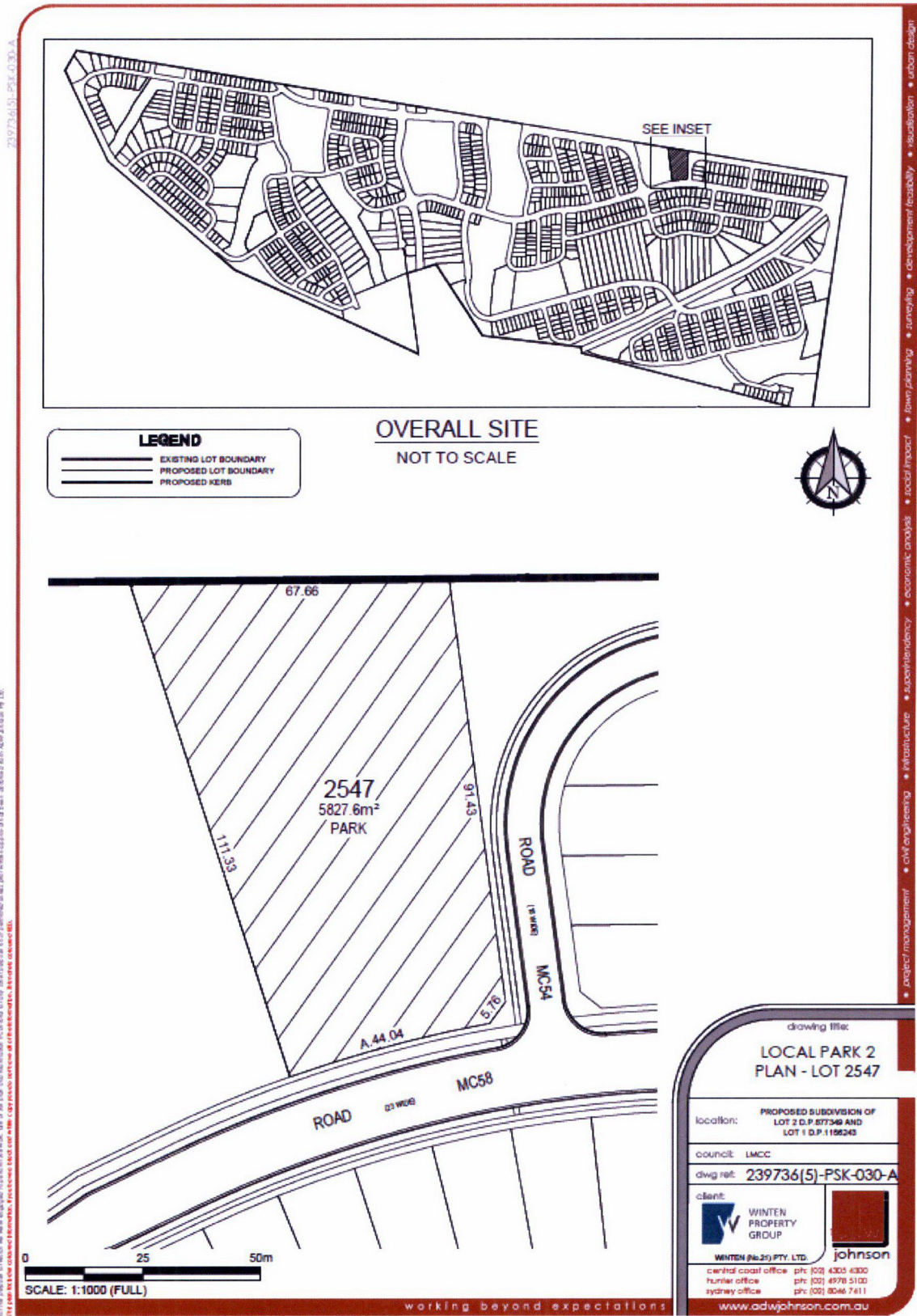
- At the completion of the construction works all rubbish including any existing building waste, construction debris and any excess fill is to be removed and disposed of off- site at a licensed facility.

14. DESIGNING FOR EASE OF MAINTENANCE

- Turf areas are to be designed to enable tractor mowing (minimum clearances of 4 metres required between obstacles) and minimise hand mowing and edge trimming.
- Materials used in the park must be robust and able to withstand weathering, graffiti and physical damage.
- A proposed maintenance plan for the playground equipment and softfall area shall also be submitted to Council at the completion of the project, prior to handover.

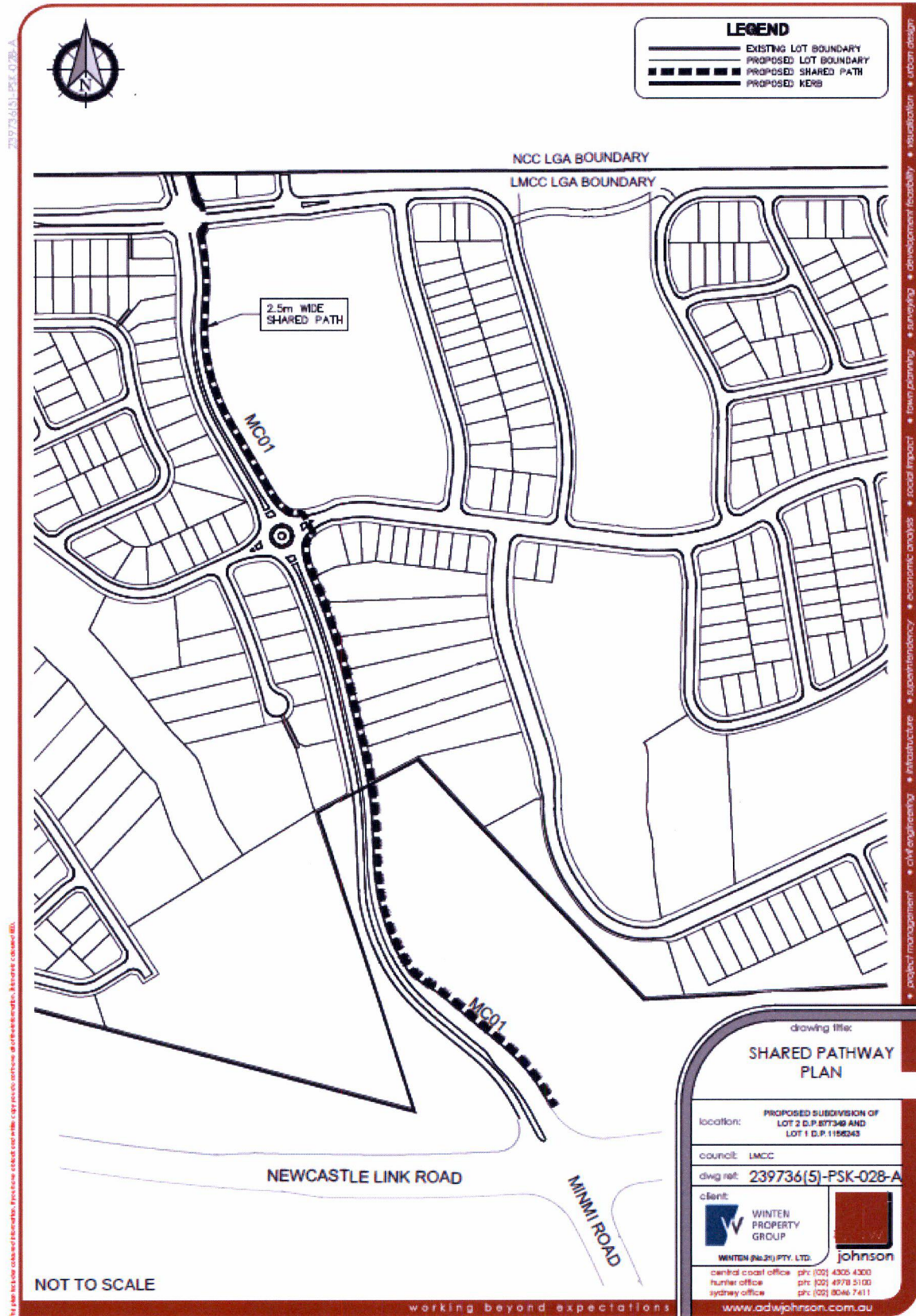
Schedule 5

Local Park 2 Plans



Schedule 6

Shared Pathway Plans



Schedule 7 Area for location of facilities and services



0 1 2 3 4 Kilometers

Appendix A Explanatory Note

Explanatory Note

This Explanatory Note has been prepared jointly by the parties and is not to be used to assist in construing the Draft Planning Agreement.

Draft Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Lake Macquarie City Council ABN 81 065 027 868 of Lake Macquarie City Council Administration Building, 126-138 Main Road, Speers Point, NSW 2284 (**Council**)
Winten (No 21) Pty Ltd ACN 096 449 393 of Level 20, 100 Arthur Street, North Sydney NSW 2060 (**Developer**)

Description of the Land to which the Draft Planning Agreement Applies

The Draft Planning Agreement applies to Lot 2 DP877349 and Lot 1 DP1156243 known as 10 and 10C Woodford Street, Cameron Park.

Description of the Planning Proposed to which the Planning Agreement applies

Development Consent was granted for 2 into 1,079 Lot Torrens Title Subdivision, including 1,058 Residential Lots, 3 development lots for future development, 1 development lot for a future school, 16 public / drainage reserves (including two local park sites) and 1 residue lot on 9 January 2024 (reference DA/2087/2018/REV) (as amended on 4 November 2025 (reference DA/2087/2018/B)).

Condition 106 of the Development Consent for the development requires the person having the benefit of the Development Consent to enter into a Voluntary Planning Agreement with Council in accordance with the terms of the offer made by the Developer dated 13 October 2023.

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

Objectives of Draft Planning Agreement

The objective of the Draft Planning Agreement is to provide contributions to enable the provision of public amenities and services to meet the needs of the occupants of the proposed residential subdivision at Cameron Park.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the *Environmental Planning and Assessment Act 1979* (Act). The Draft Planning Agreement is a voluntary agreement under which Contributions (as detailed in clauses 5 and 6 of the Draft Planning Agreement) are made by the Developer for various public purposes (as defined in s7.4(2) of the Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- makes provision for the Developer to:
 - dedicate and deliver to Council two local parks and playgrounds and a shared pathway, and
 - pay Council a monetary contribution per residential lot to be used:
 - to construct two (2) new sports fields at 10 Turnbull Street, Edgeworth, including associated car parking and amenities, and
 - to construct two (2) new hardcourts and the upgrade of two (2) existing hardcourts, including floodlights, at Gregory Park, 19 Hyndes Street, West Wallsend, and
 - provide public amenities or public services located within a nominated area as shown in Schedule 7 of the Draft Planning Agreement.
- is to be registered on Lot 2 DP877349,
- imposes restrictions on the Developer transferring, assigning, or novating an interest of the Development Land under the agreement,
- provides dispute resolution methods for a dispute under the agreement, and
- provides that the agreement is governed by the law of New South Wales.

Assessment of the Merits of the Draft Planning Agreement Including the Impact on the Public

How the Planning Agreement Promotes the Objects of the Act and the public interest

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement provides for the delivery of public amenities and services.

How the Draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s1.3(b) and (k) of the Act.

Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program

Council will need to consider the maintenance of the local parks and shared pathway when determining the annual Capital Works Program at the time the facilities are proposed to be dedicated to Council.

Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

The Developer is required to:

- dedicate and deliver Local Park 1 prior to the issue of the subdivision certificate for the 350th residential lot associated with the development of the land,
- dedicate and deliver Local Park 2 prior to the issue of the subdivision certificate for the 700th residential lot associated with the development of the land, and
- pay a monetary contribution to Council for each residential lot associated with the development of the land.