

Dated

25 March

2010

Minister for Planning
ABN 38 755 709 681

Dart West Developments Pty Limited
ABN 32 107 685 370

Planning Agreement

Environmental Planning and Assessment Act 1979

Portion of Camden Valley Way

(between Turner Road and Badgally Road)

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THIS Deed is dated

2010

PARTIES:

MINISTER FOR PLANNING (ABN 38 755 709 681) of Level 34, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales, 2000 (**Minister**)

DART WEST DEVELOPMENTS PTY LIMITED ABN 32 107 685 370 of Suite 6, 320A Camden Valley Way, Narellan New South Wales 2567 (**Developer**)

INTRODUCTION:

- A** The Developer proposes to carry out the Development within the Growth Centres.
- B** The Minister has determined under section 94EE of the Act that a Special Infrastructure Contribution is payable in respect of land within the Growth Centres.
- C** The Developer is obliged to pay a Special Infrastructure Contribution in accordance with the Determination.
- D** The Developer proposes to provide certain infrastructure for which it may be entitled to receive a SIC Offset Amount which the Developer is entitled to apply towards the satisfaction of a Special Infrastructure Contribution which the Developer may be required to pay in relation to the Development.
- E** The Parties have agreed to enter into this Deed to give effect to the above arrangements.
- F** For the avoidance of doubt, the parties intend this Deed to constitute the entire agreement and understanding between them in relation to the subject matter of this Deed and have agreed that any prior arrangements between them relating to the subject matter of this Deed are rescinded and have no further force or effect.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this **Deed**, unless the context clearly indicates otherwise:

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

Address for Service means the address of each party appearing in Schedule 6 or any new address notified by any party to all other parties as its new Address for Service;

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department;

Approval means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any modifications or variations to them) which may be required for the commencement and carrying out of the works the subject of this Deed or the Development generally;

Attributable Cost, in relation to Road Work, has the same meaning as in the Practice Note;

Authorised Progress Claim Certificates means a certificate signed by a director of the Developer (or the General Manager – Property of the Developer) confirming that the Developer has paid the amount specified in that Certificate to the third party contractor for work performed under the Construction Contract;

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank and which is an eligible financial institution for the purposes of Treasury Circular NSW TC08/01 dated 21 February 2008 as amended, supplemented or substituted from time to time; and
- (b) on terms,

acceptable to the Minister, in the Minister's absolute discretion, to pay the face value of that undertaking (being such an amount as is required under this Deed) on demand;

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5 pm on that day;

Consent Authority means the Authority having the function to determine an application for Approval;

Construction Contract means a contract between the Developer and a third party, meeting the requirements of clause 4.2, for the carrying out of the Road Work by that third party;

Department means the NSW Department of Planning;

Development means development within the Growth Centres for urban purposes in accordance with the Indicative Layout Plan;

Director-General means the Director-General of the Department of Planning;

Explanatory Note means the explanatory note required by the Regulation;

Growth Centres means each and any of:

- (a) the North West Growth Centre; and
- (b) the South West Growth Centre of Sydney;

GST means any form of goods and services tax payable under the GST Legislation;

GST Legislation means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Indicative Layout Plan means the Turner Road Precinct Indicative Layout Plan shown in Figure 2 of the *Turner Road Precinct Development Control Plan 2007*;

Land means the land described in of Schedule 2;

Milestone means works or other activities specified in Column 3 of the Table in Schedule 3 relating to the carrying out of the Road Work;

Minister means the Minister for Planning or a Deputy Director-General of the Department;

Ministerial Determination means the determination made by the Minister under s94EE of the Act in relation to the North West and South West Growth Centres dated 14 November 2008 as amended, supplemented or substituted from time to time;

Ministerial Direction means the direction made by the Minister to the Consent Authority for the Development under s94EF of the Act dated 18 November 2008 as amended, supplemented or substituted from time to time;

Plans means the plans listed and contained in Schedule 4;

Practice Note means the document entitled *Growth Centres Special Infrastructure Contribution Practice Note, November 2008* published by the Department as amended, supplemented or substituted from time to time;

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

Road has the same meaning as in the *Roads Act 1993*;

Roads Authority has the same meaning as in the *Roads Act 1993*;

Road Work means those works described in Schedule 5 to be transferred to the relevant Roads Authority in accordance with clause 4.6;

Road Work Land means the land on which the Road Work is to be constructed;

SIC Offset Amount means the amounts specified in Column 2 of the Table corresponding to a Milestone specified in Column 3 of the Table and indexed in accordance with the Practice Note as set out in Schedule 3;

SIC Offset Certificate means a certificate specifying:

- (a) the SIC Offset Amounts earned in relation to the Road Work at the date of the certificate, and
- (b) the SIC Offset Amounts applied in accordance with clause 4.4 at the date of the certificate, and
- (c) the SIC Offset Amounts remaining available to be applied in accordance with clause 4.4;

Special Infrastructure Contribution (SIC) means a contribution towards the provision of infrastructure determined in accordance with the Ministerial Determination and the Practice Note;

Table means the Table in Schedule 3 relating to the Road Work.

1.2 Interpretation

In this Deed unless the context clearly indicates otherwise:

- (a) a reference to **this Deed** or another document means this Deed or that other document and any document which varies, supplements, replaces, assigns or novates this Deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this Deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this Deed;
- (f) the **schedules** form part of this Deed;

- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this Deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2 OPERATION AND APPLICATION OF THIS DEED

2.1 Operation

The parties agree that:

- (a) this Deed constitutes a planning agreement within the meaning of section 93F of the Act;
- (b) this Deed will commence from the date this Deed is signed by all the parties.

2.2 Application

This Deed applies to:

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

3 APPLICATION OF SECTION 94, SECTION 94A, SECTION 94EF OF THE ACT

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in **Schedule 1**.

4 AGREEMENT BETWEEN THE PARTIES

4.1 The Road Work

It is acknowledged that:

- (a) The Developer may be required to pay a SIC in relation to the Development.
- (b) The Developer may elect to carry out the Road Works in accordance with clause 4 of this Deed and be entitled to a SIC Offset Amount which can be applied towards the satisfaction of a SIC which the Developer may be required to pay in relation to land within the Growth Centres.

4.2 Approval for construction of the Road Work

- (a) The Developer may provide written notice to the Minister which confirms that it intends to commence the Road Works ("**the Notice**").
- (b) The Notice must be accompanied by the proposed Construction Contract for the Road Work.
- (c) The Construction Contract must:
 - (i) identify a superintendent for the Road Work;
 - (ii) separately identify those works comprising the Road Works, whether through a separate bill of quantities or separate contract;
 - (iii) identify the proposed contract value for each item of the Road Work; and
 - (iv) identify the terms and conditions applicable to the carrying out of the Road Work.

4.3 Attainment of Milestones relating to the Road Work

- (a) If the Developer achieves a Milestone (to the satisfaction of the Minister) the Developer will be entitled to a SIC Offset Amount in relation to that Milestone in accordance with this clause 4.3.
- (b) The Developer may request from the Minister an entitlement to a SIC Offset Amount in relation to a Milestone upon achievement of that Milestone (to the satisfaction of the Minister) if the Developer provides to the Minister:
 - (i) a written request requesting such entitlement together with an Authorised Progress Claim Certificate and such other supporting documentation as is necessary for the Minister to determine whether that Milestone has been achieved;
 - (ii) such other information as is reasonably requested by the Minister (promptly after any such request) in order for the Minister to assess the Developer's request for such entitlement; and
- (c) If, and only if, a Milestone is achieved to the satisfaction of the Minister and the Minister has received a request for an entitlement to the SIC Offset Amount from the Developer in relation to that Milestone, then:
 - (i) within 45 days of the Minister receiving all the information required under clause 4.3(a), the Minister will notify the Developer in writing that its request has been approved and will, at the same time, issue a SIC Offset Certificate stating the SIC Offset Amount to which the Developer is entitled following the achievement of that Milestone; and
 - (ii) on and from the date of the Minister's notice, the Developer is entitled to the SIC Offset Amount which corresponds to that Milestone.
- (d) If a Milestone is not achieved to the satisfaction of the Minister and the Minister has received a request for entitlement to the SIC Offset Amount from the Developer in relation to that Milestone, then the Minister will notify the Developer that its request has not been approved and provide the Developer with details as to why the Minister is of the opinion that the relevant Milestone has not been achieved.
- (e) Where the Minister is of the opinion that the relevant Milestone has not been achieved and the Developer has received a notice from the Minister in accordance with clause 4.3(d), the Developer may re-submit a request for an entitlement to a SIC Offset Amount in accordance with 4.3(b) provided that the Developer:

- (i) has taken into account the concerns of the Minister and his reasons as to why the relevant Milestone has not been achieved; and
- (ii) agrees to provide any additional information which the Minister may require in order for the Minister to assess the Developer's request for such entitlement.

4.4 Application of SIC Offset Amounts

The Minister acknowledges and agrees that:

- (a) if a Milestone is achieved to the satisfaction of the Minister; and
- (b) a SIC Offset Certificate is issued in accordance with clause 4.3 of this Deed

the SIC Offset Amount specified in the SIC Offset Certificate can be applied towards the partial or full satisfaction of any SIC that the Developer may be required to make from time to time in respect of the Development or in relation to other land within the Growth Centres.

4.5 Security relating to certain Milestones

- (a) If at any time a Milestone has not been achieved, but the Developer wishes to become entitled to SIC Offset Amounts in relation to the whole of that Milestone and apply the whole or any part of those SIC Offset Amounts in accordance with clause 4.4 above, then, subject to obtaining the Minister's prior written approval, the Developer may provide the Minister with a Bank Guarantee with a face value equivalent to the SIC Offset Amount to which the Developer wishes to become so entitled.
- (b) If the Developer provides to the Minister:
 - (i) a written request that that Bank Guarantee be returned together with an Authorised Progress Claim Certificate and such other supporting documentation as is necessary for the Minister to determine whether the Developer had achieved the Milestone for which the Bank Guarantee had been provided; and
 - (ii) such other information as is reasonably requested by the Minister (promptly after any such request) in order for the Minister to assess the Developer's request for the Bank Guarantee to be returned,

then if the Minister is satisfied that that Milestone has actually been achieved, the Minister is to release and return that Bank Guarantee to the Developer within 90 days of any such request.

- (c) In the event that the Developer fails to achieve the Milestone to which the Bank Guarantee relates to the satisfaction of the Minister by the date which is two years after the date the relevant Bank Guarantee is provided then the Minister may call upon that Bank Guarantee and retain the proceeds of such claim to facilitate the achievement of that Milestone.

4.6 Transfer of the Road Work Land

The Developer must transfer the Road Work Land to the relevant Roads Authority as soon as practicable following completion of the Road Work.

5 LAND OWNERSHIP

5.1 Land ownership

- (a) The parties acknowledge that as at the date of this Deed, the Developer does not own the Road Work Land.
- (b) The Developer nevertheless warrants that it has a legally enforceable right to complete the Road Work to enable it to comply with all of its obligations under this Deed as and when they arise.

6 DISPUTE RESOLUTION

6.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this **clause 6**.

6.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this Deed must give written notice to the other party specifying the nature of the dispute.

6.3 Attempt to resolve

On receipt of notice under **clause 6.2**, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

6.4 Mediation

If the parties do not agree within 21 days of receipt of notice under **clause 6.2** (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

6.5 Court proceedings

If the dispute is not resolved within 60 days after notice is given under **clause 6.2** then any party which has complied with the provisions of this **clause 6** may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

6.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this **clause 6** is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this **clause 6** for any purpose other than in an attempt to settle the dispute.

6.7 No prejudice

This **clause 6** does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Deed.

7 GST

7.1 Definitions

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

7.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this Deed; and

- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

7.3 Reimbursement

Any payment or reimbursement required to be made under this Deed 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.

7.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed 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 7**.

7.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party under or in connection with this Deed (the GST Amount), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as Recipient of the supply, the Developer will ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a Tax Invoice to the Minister.

7.6 Non monetary consideration

Clause 7.5 applies to non-monetary consideration.

7.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under **clause 7.5** the Developer will assume the Minister is not entitled to any input tax credit.

7.8 No merger

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

8 ASSIGNMENT

8.1 Consent

This Deed is personal to each party and no party may assign the rights or benefits of this Deed to any person except:

- (a) to a related body corporate, after obtaining the consent of the other parties, which the other parties must not withhold if it is reasonably satisfied that the related body corporate has sufficient assets, resources and expertise to perform all of the assigning party's obligations under this Deed; or
- (b) to any other person, with the prior consent of the other parties, which the other parties may give, give conditionally or withhold in its absolute discretion.

9 WARRANTIES OF CAPACITY

9.1 General warranties

Each party warrants to each other party that:

- (a) this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust.

9.2 Power of attorney

If an attorney executes this Deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

10 GENERAL PROVISIONS

10.1 Entire Deed

This Deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

10.2 Variation

This Deed must not be varied except by a later written document executed by all parties.

10.3 Waiver

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

10.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this Deed.

10.5 Time for doing acts

(a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this Deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

10.6 Governing law and jurisdiction

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

10.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

10.8 Preservation of existing rights

The expiration or termination of this Deed does not affect any right that has accrued to a party before the expiration or termination date.

10.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

10.10 Counterparts

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

10.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this Deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

10.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Deed.

10.13 No fetter

Nothing in this Deed shall be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this Deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

10.14 Explanatory note

The Explanatory Note must not be used to assist in construing this Deed.

10.15 Expenses and stamp duty

- (a) The Developer must pay all stamp duty assessed on or in respect of this Deed and any instrument or transaction required by or necessary to give effect to this Deed.

10.16 Notices

Any notice, demand, consent, approval, request or other communication (notice) to be given under this Deed must be in writing and must be given to the recipient at its Address for Service by being:

- (a) hand delivered; or
- (b) sent by facsimile transmission.

A notice is given if:

- (a) hand delivered, on the date of delivery; or
- (b) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted.

EXECUTED as a Deed

Signed sealed and delivered for and on behalf of the **Minister for Planning**, in the presence of:


.....
Signature of Witness


.....
Signature of the Minister for Planning

THOMAS MICHAEL O'BRIEN
.....
Name of Witness in full

TONY KELLY
.....
The Hon. Tony Kelly MLC

Minister for Planning

Signed sealed and delivered by Dart West Developments Pty Limited ABN 32 107 685 370 in accordance with section 127 of the Corporations Act:


.....
Signature of Director

ARNOLD VITOCLO
.....
Name of Director


.....
Signature of Director/Secretary

TONY PERICH
.....
Name of Director/Secretary

SCHEDULE 1

Requirements under section 93F (clause 1.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Deed complying with the Act.

REQUIREMENT UNDER THE ACT	THIS DEED
Planning instrument and/or development application – (section 93F(1)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Project Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	<ul style="list-style-type: none"> (a) N/A (b) N/A (c) Yes
Description of land to which this Deed applies – (section 93F(3)(a))	See definition in clause 1.1
Description of the development to which this Deed applies – (section 93F(3)(b))	See definition in clause 1.1
The scope, timing and manner of delivery of contribution required by this Deed – (section 93F(3)(c))	See clause 4
Applicability of section 94 of the Act – (section 93F(3)(d))	Not excluded
Applicability of section 94A of the Act – (section 93F(3)(d))	Not excluded
Applicability of section 94EF of the Act – (section 93F(3)(d))	Not excluded
Consideration of benefits under this Deed if section 94 applies – (section 93F(3)(e))	No
Mechanism for Dispute Resolution – (section 93F(3)(f))	See clause 6
Enforcement of this Deed – (section 93F(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 93F(9))	See clause 10.13

SCHEDULE 2

The Land

Those parts of the land comprised in:

- (a) Lot 90 in Deposited Plan 1137298 being folio identifier 90/1137298;
- (b) Lot 91 in Deposited Plan 1137298 being folio identifier 91/1137298;
- (c) Lot 92 in Deposited Plan 1137298 being folio identifier 92/1137298.

SCHEDULE 3

SIC Offset Amounts – Table (clause 4.3)

Notes relating to Schedule 3

Column 1 specifies, in dollars, the Attributable Cost of the Road Work as at 31 March 2009 which will be indexed in accordance with the Practice Note.

Column 2 specifies, in dollars the Special Infrastructure Contribution Offset Amount to which the developer will be entitled on completion of a Milestone as at 31 March 2009 which is 20% of the Attributable Cost for the Road Work. This amount will be indexed in accordance with the Practice Note.

Column 3 describes a *Milestone*, as defined in clause 1.1

Column 1	Column 2	Column 3	
Attributable Cost	SIC Offset Amount per Milestone	Milestones	
		No.	Description
\$11,400,000	\$2,280,000	1	Expenditure of 25% of the value of the Construction Contract
		2	Expenditure of 50% of the value of the Construction Contract
		3	Expenditure of 75% of the value of the Construction Contract
		4	Expenditure of 100% of the value of the Construction Contract
		5	The later of handover of the Road Work, acceptance of the Road Work by the relevant Roads Authority, and satisfactory completion of any defects liability period for the Road Work.

SCHEDULE 4

Plans

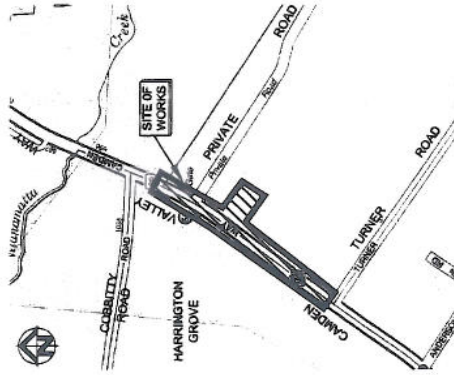
Concept design issue plans prepared by Brown Consulting entitled 'Upgrade of MR620 Camden Valley Way Turner Road to Badgally Road', dated 20 October 2009 and contained herein.



CAMDEN COUNCIL

MR620 - CAMDEN VALLEY WAY UPGRADE TURNER ROAD TO BADGALLY ROAD

GREGORY HILLS DETAILED DESIGN ISSUE



LOCALITY SKETCH
USD REF 302-16

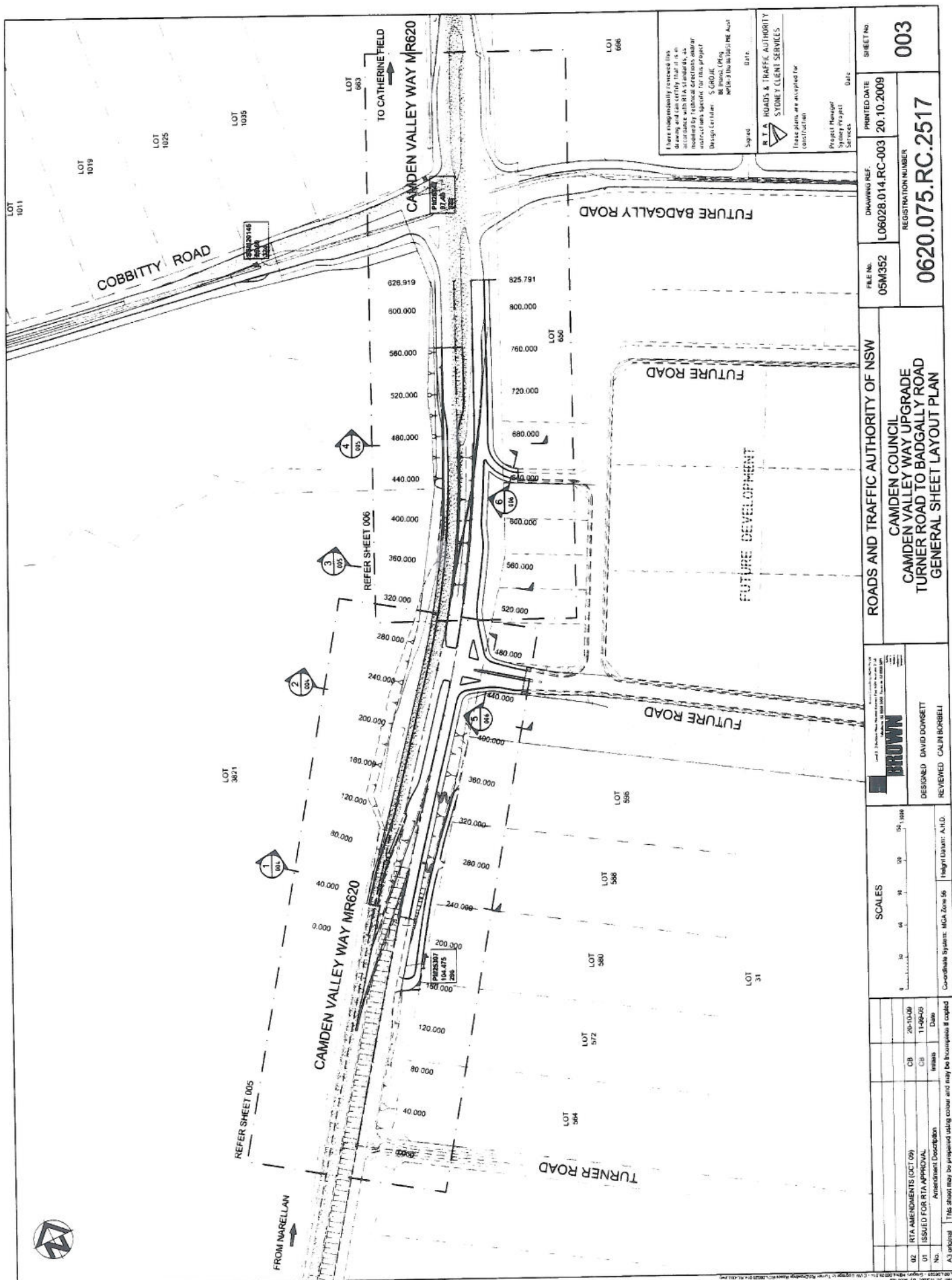
CLIENT

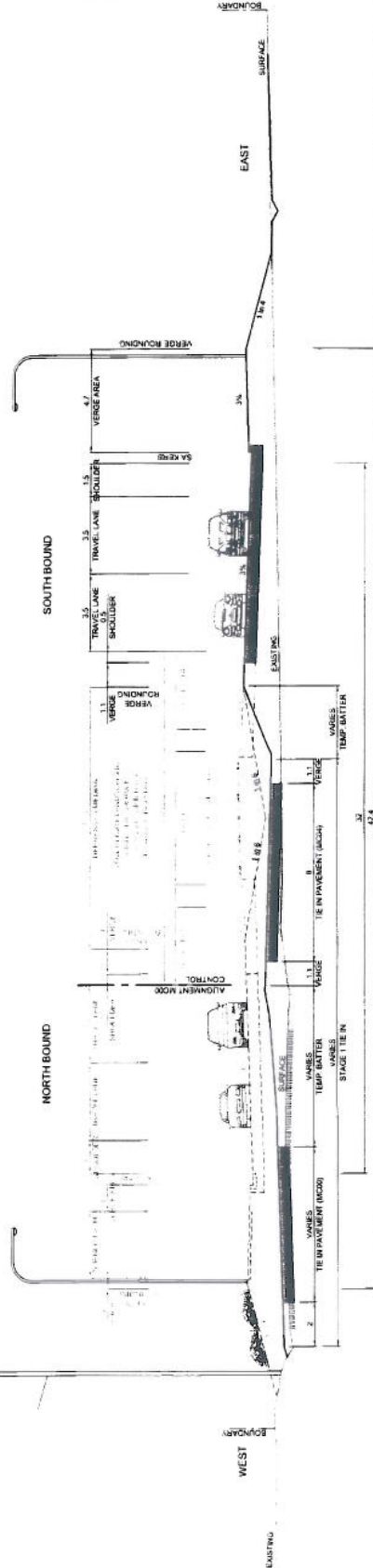
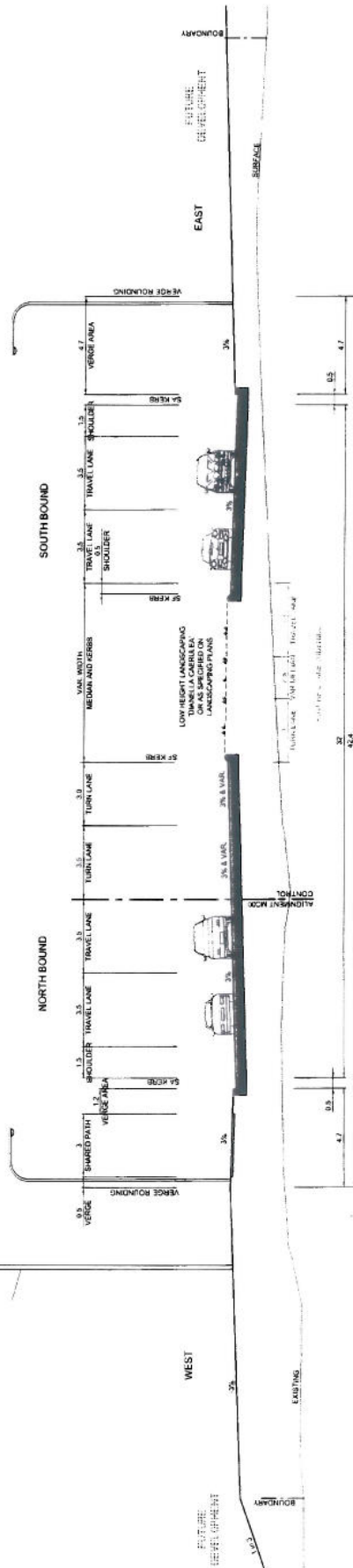
**DART WEST
DEVELOPMENTS PTY LTD**

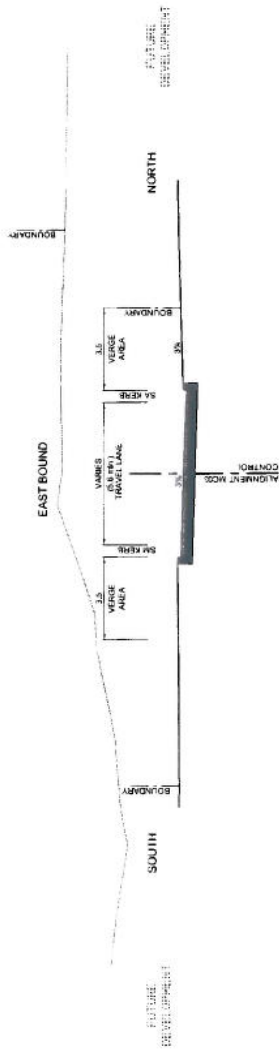
PREPARED BY



DESIGNED NAME: D. DONNETT DATE:	THESE DRAWINGS HAVE BEEN CHECKED AGAIN TO SITE AND VERIFIED THAT THEY COMPLY WITH THE CONDITIONS AND CONSTRAINTS OF THE DRAWINGS AND RECOMMENDED FOR ACCEPTANCE	DESIGN MANAGER NAME: C. BORBELL DATE:	I HAVE INDEPENDENTLY REVIEWED THESE DRAWINGS AND GIVE CERTIFY THAT THEY ARE IN ACCORDANCE WITH THE BRIEF AND THE TECHNICAL SPECIFICATIONS SPECIFIC TO THIS PROJECT	DESIGN CHECKER NAME: G. TAYLOR DATE:	LOCALITY THESE DRAWINGS HAVE BEEN PREPARED IN ACCORDANCE WITH THE BRIEF AND THE TECHNICAL SPECIFICATIONS SPECIFIC TO THIS PROJECT	PRINCIPAL ROAD DESIGN ENGINEERING NAME: T. TAMES DATE:	THESE DRAWINGS HAVE BEEN PREPARED IN ACCORDANCE WITH THE BRIEF AND THE TECHNICAL SPECIFICATIONS SPECIFIC TO THIS PROJECT	PROJECT SERVICES MANAGER NAME: DART WEST DATE:	RECOMMENDED FOR ACCEPTANCE DATE:	FILE NO. 05M352	DRAWING REF. L06028.014.RC-000	NO. OF VOLUMES 01	NO. OF SHEETS 82
DESIGN REVIEW NAME: C. BORBELL DATE:	DESIGN MANAGER NAME: C. BORBELL DATE:	DESIGN MANAGER NAME: C. BORBELL DATE:	DESIGN CHECKER NAME: G. TAYLOR DATE:	DESIGN CHECKER NAME: G. TAYLOR DATE:	DESIGN CHECKER NAME: G. TAYLOR DATE:	DESIGN CHECKER NAME: G. TAYLOR DATE:	DESIGN CHECKER NAME: G. TAYLOR DATE:	PROJECT SERVICES MANAGER NAME: DART WEST DATE:	RECOMMENDED FOR ACCEPTANCE DATE:	FILE NO. 0620.075.RC.2517	DRAWING REF. L06028.014	NO. OF VOLUMES 01	NO. OF SHEETS 000



[illegible]



CAMDEN VALLEY WAY
TYPICAL CROSS SECTION
SCALE 1:200

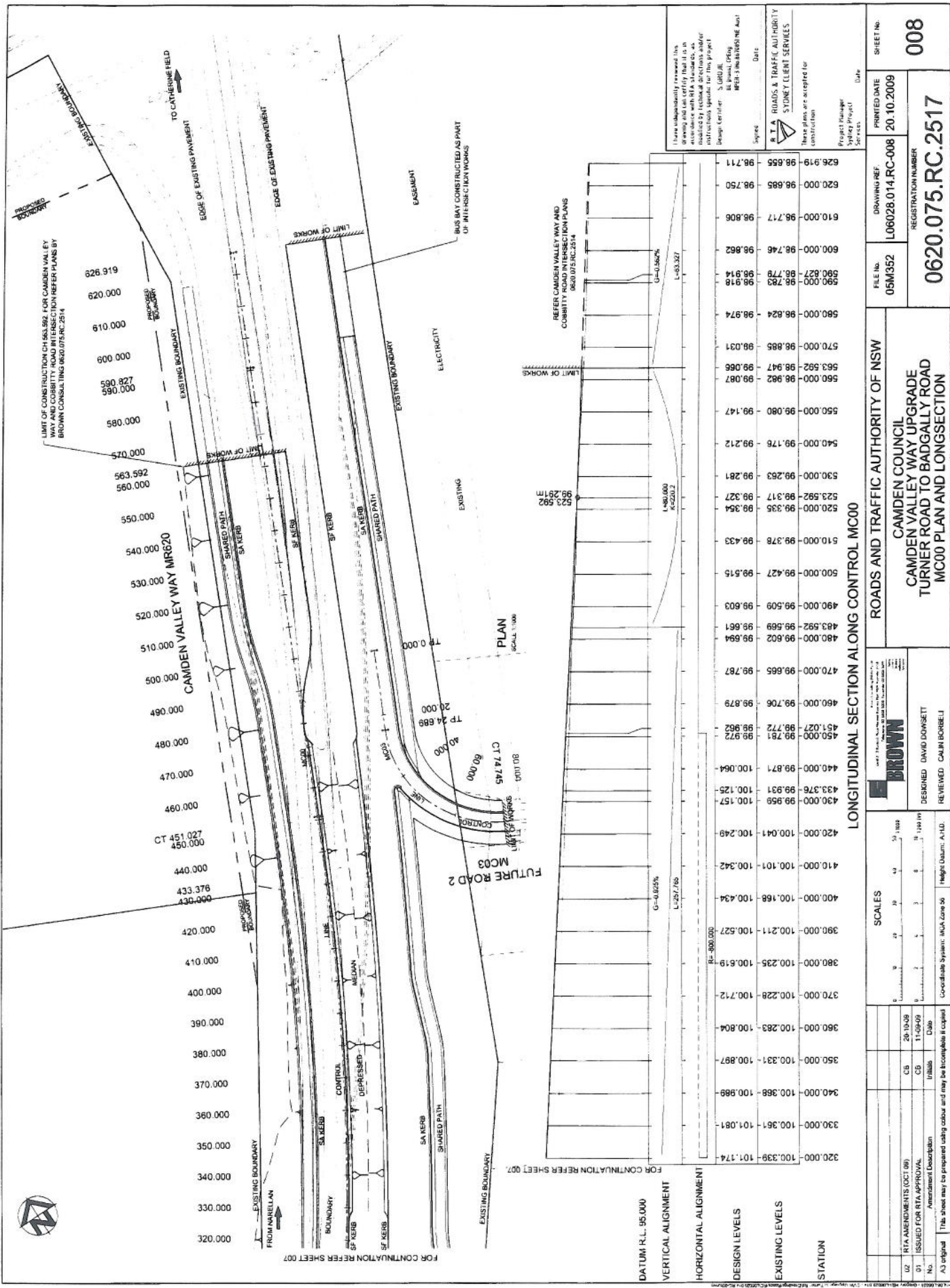
SECTION 6



CAMDEN VALLEY WAY
TYPICAL CROSS SECTION
SCALE 1:200

SECTION 5

R.T.A. ROADS & TRAFFIC AUTHORITY STONEY LEE CLIENT SERVICES These plans are accepted for construction		Project Manager Date	
There is no responsibility for the design of the road or the construction of the road, as the design is the responsibility of the client. The design is based on the information provided by the client and is not to be used for any other purpose.		Project Manager Date	
FILE NO.	DRAWING REF.	PRINTED DATE	SHEET NO.
05M352	L06028.014.RC-006	20.10.2009	006
REGISTRATION NUMBER		0620.075.RC.2517	
ROADS AND TRAFFIC AUTHORITY OF NSW			
CAMDEN COUNCIL			
CAMDEN VALLEY WAY UPGRADE			
TURNER ROAD TO BADGALLY ROAD			
TYPICAL CROSS SECTIONS			
DESIGNED: DAVID GOWSETT REVIEWED: CALIN BORSELI		SCALES 0 1 2 3 4 5 6 7 8 9 10	
R.T.A. AMENDMENTS (OCT 09) ISSUED FOR R.T.A. APPROVAL Amendment Designation No.		20-10-09 CB 11-08-09 CB 11-08-09 CB	
This sheet may be prepared using colour and may be incorporated if required.			



RTA ROADS & TRAFFIC AUTHORITY SYDNEY CLIENT SERVICES		PROJECT MANAGER Sydney Project Services
These plans are accepted for construction		Date
Sydney		Date

FILE NO.	DRAWING REF.	PRINTED DATE	SHEET NO.
05M352	L06028.014.RC-008	20.10.2009	008
REGISTRATION NUMBER		0620.075.RC.2517	

ROADS AND TRAFFIC AUTHORITY OF NSW		CAMDEN COUNCIL	
CAMDEN VALLEY WAY UPGRADE		TURNER ROAD TO BADGALLY ROAD	
MC00 PLAN AND LONGSECTION		DESIGNED: DAVID DOWSETT	
		REVIEWED: CAULIN BORBELL	

LONGITUDINAL SECTION ALONG CONTROL MC00		Scales	
		Horizontal: 1:250 Vertical: 1:100	

DESIGN LEVELS		STATION	
EXISTING LEVELS			

320.000	100.339	101.174
330.000	100.361	101.081
340.000	100.368	100.989
350.000	100.331	100.897
360.000	100.283	100.804
370.000	100.228	100.712
380.000	100.235	100.619
390.000	100.211	100.527
400.000	100.168	100.434
410.000	100.101	100.342
420.000	100.041	100.249
430.000	99.959	100.157
440.000	99.871	100.064
450.000	99.781	99.972
460.000	99.706	99.879
470.000	99.685	99.787
480.000	99.602	99.694
490.000	99.509	99.603
500.000	99.427	99.515
510.000	99.378	99.433
520.000	99.335	99.354
530.000	99.253	99.281
540.000	99.176	99.212
550.000	99.080	99.147
560.000	99.982	99.087
570.000	99.885	99.031
580.000	99.824	98.974
590.000	99.779	98.918
600.000	99.746	98.862
610.000	99.717	98.806
620.000	99.685	98.750
626.919	98.655	98.711



FROM NARELLAN

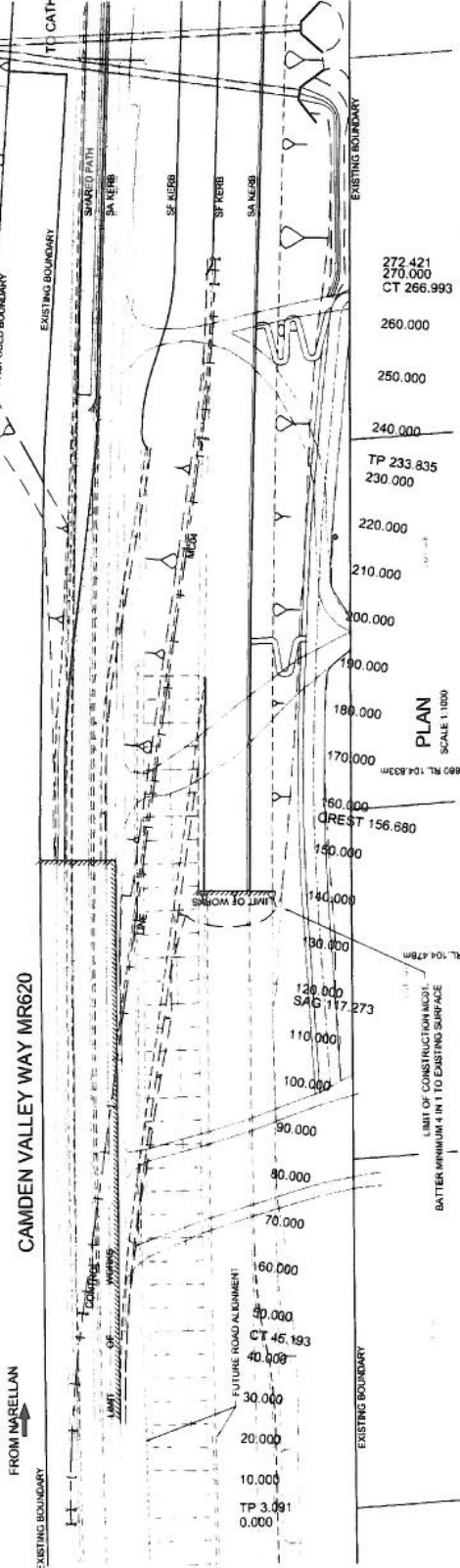
CAMDEN VALLEY WAY MR620

EXISTING BOUNDARY

TRANSMISSION

EASEMENT

TO CATHERINE FIELD



PLAN
SCALE 1:1000

SAG CH. 117.273 RL 104.478m

114.594

104.382m

104.478m

104.594

104.716

104.838

104.960

105.082

105.204

105.326

105.448

105.570

105.692

105.814

105.936

106.058

106.180

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106.424

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SCHEDULE 5

The Road Works

The upgrade of a portion of Camden Valley Way (of approximately 0.5 km) to four lanes between Turner Road and Cobbitty Road generally in accordance with the Plans contained in Schedule 4.

SCHEDULE 6

Address for Service (clause 10.16)

Minister for Planning

Contact: Director-General, Department of Planning

Attention: Andrew Jackson, Executive Director, Strategy and
Infrastructure Planning

Address: 23-33 Bridge Street
SYDNEY NSW 2000

Facsimile No: (02) 9228 6455

Dart West Developments Pty Limited

Contact: David Taylor, General manager - Property

Address: Suite 6, 320A Camden Valley Way
NARELLAN NSW 2567

PO Box 228
NARELLAN NSW 2567

Facsimile No: (02) 4648 4827

