

Dated

1st

day of

May

2012

**Director-General of the Department of Planning and
Infrastructure for and on behalf of the Crown in right of the
State of New South Wales**

ABN 38 755 709 681

and

Landcom

ABN 79 268 260 688

**Special Infrastructure Contributions
Works-in-Kind Agreement**

Peter Brock Drive (Road 2/Stage A)

SH
10/10/12

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EXECUTED AS A DEED

SCHEDULE 1 - SIC Discharge Amounts – Table (clauses 3.3 and 3.4)

SCHEDULE 2 - Plans (clause 1.1)

SCHEDULE 3 - The Road Work (clause 1.1)

SCHEDULE 4- Address for Service (clause 10.15)

THIS Deed is dated

2012

PARTIES:

DIRECTOR-GENERAL OF THE DEPARTMENT OF PLANNING AND INFRASTRUCTURE FOR AND ON BEHALF OF THE CROWN IN RIGHT OF THE STATE OF NEW SOUTH WALES (ABN 38 755 709 681) of 23-33 Bridge Street, Sydney, New South Wales, 2000 (**Director-General**); and

LANDCOM (ABN 79 268 260 688) of Level 2, 330 Church Street, New South Wales Parramatta 2150 (**Developer**)

INTRODUCTION:

- A** The Developer proposes to carry out Development within the Western Sydney Growth Areas Special Contributions Area.
- B** The *Environmental Planning and Assessment (Special Infrastructure Contribution – Western Sydney Growth Areas) Determination 2011* provides for the making of special infrastructure contributions for development on certain land within the WSGA Special Contributions Area.
- C** The *Environmental Planning and Assessment (Special Infrastructure Contribution – Western Sydney Growth Areas) Direction 2011* requires councils for the local government areas that lie within the WSGA Special Contributions Area to impose a condition (in the terms set out in the Direction) for the making of a special infrastructure contribution on the grant of development consent for any development for which a special infrastructure contribution is required to be made under the Ministerial Determination.
- D** The Ministerial Determination provides that a special infrastructure contribution may be made as a monetary contribution or a contribution of a kind specified in a special infrastructure contribution works-in-kind agreement.
- E** The developer is obliged as a condition of any development consent granted to the Developer within the WSGA Special Contributions Area to pay a special infrastructure contribution.
- F** The Developer proposes to construct and provide certain items of infrastructure to discharge its liability to make special infrastructure contributions imposed under development consents, in lieu of making monetary contributions.
- G** The Parties have agreed to enter into this Deed to give effect to the above proposal.
- H** 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 4 or any new address notified by any party to all other parties as its new Address for Service;

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 the Road Work, means the attributable cost for the Road Work set out in column 1 of the SIC Discharge Amounts - Table in Schedule 1, and, in the 12 month period commencing 1 July 2011 and in each subsequent 12 month period, that cost as indexed annually in accordance with clause 9 of the Ministerial Determination, as if the cost were an adjustable amount within the meaning of that clause;

Authorised Progress Claim Certificate means a certificate signed by the superintendent for the Road Work confirming that the Developer has paid the amount specified in that Certificate to the third party contractor for work performed under the Construction Contract;

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 3.2, for the carrying out of the Road Work by that third party;

Construction Certificate has the same meaning as in the Act;

Department means the NSW Department of Planning and Infrastructure;

Development means any development the subject of a Development Consent granted to the Developer within the WSGA Special Contributions Area before or after the date of this Deed;

Development Consent has the same meaning as in the Act;

Director-General means the Director-General of the Department or a Nominated Officer;

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);

Milestone means works or other activities specified in Column 3 of the Table in Schedule 1 relating to the carrying out of the Road Work;

Milestone Notice means a written notice from the Developer to the Director-General notifying the Director-General that the Developer has achieved the Milestone specified in the notice.

Minister means the Minister for Planning and Infrastructure;

Ministerial Determination means the *Environmental Planning and Assessment (Special Infrastructure Contribution – Western Sydney Growth Areas) Determination 2011*, made under section 94EE of the Act and dated 14 January 2011;

Nominated Officer means the officer of the Department for the time being holding the position nominated by the Director-General for the purpose of this Deed;

Plans means the plans listed in Schedule 2;

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 3 to be transferred to the relevant Roads Authority in accordance with clause 3.5;

Road Work Land means the land on which the Road Work is to be constructed including adequate provision for verges and intersections;

SIC Discharge Amount means any amount specified in Column 2 of the Table and corresponding to a Milestone specified in Column 3 of the SIC Discharge Amounts - Table in Schedule 1 and, in the 12 month period commencing 1 July 2011 and in each subsequent 12 month period, the amount indexed annually in accordance with clause 9 of the Ministerial Determination, as if the amount were an adjustable amount within the meaning of that clause;

SIC Discharge Balance means the amount shown on the SIC Discharge Certificate as the final or unapplied SIC Discharge Balance, being either "zero" amount or the amount that remains available for the discharge of SIC obligations;

SIC Discharge Certificate means a certificate referred to in clause 3.3(c)(ii) as amended from time to time under clause 3.4(b);

Special Infrastructure Contribution (SIC) means a development contribution determined under section 94EE of the Act for the WSGA Special Contributions Area or any part of that Area;

Subdivision Certificate has the same meaning as in the Act;

Table means the Table in Schedule 1 relating to the Road Work;

Western Sydney Growth Areas Special Contributions Area (WSGA Special Contributions Area) means the land described in Schedule 5A to the Act as the land shown edged heavy black on the map marked "Western Sydney Growth Areas – Special Contributions Area".

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 OF THIS DEED

2.1 Operation

The parties agree that this Deed will commence from the date this Deed is signed by all the parties.

3 AGREEMENT BETWEEN THE PARTIES

3.1 The Road Work

The parties acknowledge that:

- (a) the Developer will, as a condition of any Development Consent granted or to be granted for a Development on certain land within the WSGA Special Contributions Area, be required to make a SIC in relation to the Development;
- (b) the Developer may elect to carry out the Road Work in accordance with clause 3 of this Deed in lieu of a paying a monetary contribution to discharge its SIC obligations imposed under any Development Consent(s) granted within the WSGA Special Contributions Area;
- (c) the Road Work form part of the Item R30, Oran Park Link Road, The Northern Road to Camden Valley Way and the attributable cost shown for that item of infrastructure in Appendix 1 to the Ministerial Determination is \$61,263,000 as at 31 March 2010.

- (d) the maximum liability to make special infrastructure contributions for development within the WSGA Special Contributions Area that may be discharged by the carrying out of the Road Work is the Attributable Cost;
- (e) the Director-General will, on the terms set out in this Deed, accept the Road Work and the transfer of the Road Work to a Roads Authority in discharge of all or part of the liability of the Developer to make a SIC imposed under any Development Consent(s) granted to the Developer within the WSGA Special Contributions Area; and
- (f) this Deed constitutes a special infrastructure contribution works-in-kind agreement within the meaning of the Ministerial Determination.

3.2 Construction Contract for the Road Work

- (a) The Developer may provide written notice to the Director-General which confirms that it intends to commence the Road Work ("**the Notice**").
- (b) The Notice must be accompanied by a copy of 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 Work, 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.

3.3 Attainment of Milestones relating to the Road Work

- (a) If the Developer considers that it has achieved a Milestone, the Developer will forward the following to the Director-General:
 - (i) a Milestone Notice;
 - (ii) an Authorised Progress Claim Certificate (or in the case of the fourth Milestone Notice, a certificate from each relevant Roads Authority confirming that Road Work or relevant portions thereof have been transferred to the Roads Authority);
 - (iii) a statement by the third party contractor under the Construction Contract confirming that the Developer has paid the amount specified in the Authorised Progress Claim Certificate and that the third party contractor has paid all subcontractors; and

- (iv) such other supporting documentation as is necessary for the Director-General to determine whether that Milestone has been achieved.

The Developer must promptly provide any additional information requested by the Director-General.

- (b) The Director-General will, within 45 days of receiving the Milestone Notice and all the certificates and information required under clause 3.3(a), determine whether the Milestone specified in the Milestone Notice has been achieved.
- (c) If the Director-General, in his or her absolute discretion, is satisfied that the Milestone has been achieved, the Director-General will:
 - (i) accept that portion of the Road Work undertaken that is directly referable to the Milestone in lieu of the Developer paying a monetary contribution equal to the SIC Discharge Amount for that Milestone; and
 - (ii) in respect of each Milestone achieved, issue a SIC Discharge Certificate to the Developer which will set out the SIC Discharge Amount that has been credited for that Milestone.
- (d) If the Director-General, in his or her absolute discretion, is not satisfied that the Milestone has been achieved, the Director-General will notify the Developer and provide an explanation as to why he or she considered that the Milestone had not been achieved and, if applicable, provide details of:
 - (i) any additional work or tasks which must be undertaken; and/or
 - (ii) any information or documents which must be provided,by the Developer, in order to achieve the Milestone. The Developer may, after taking into account the Director-General's explanation and undertaking the work or providing the information or documents required, re-submit a Milestone Notice together with any necessary documentation.

3.4 Application of SIC Discharge Amounts

- (a) The Developer is or will be required, from time to time, under the terms of any Development Consent granted in relation to land within the WSGA Special Contributions Area, to make special infrastructure contributions. The SIC Discharge Amount represents the value allocated to the portion of the Road Work which the Director-General agrees to accept in discharge or partial discharge of the Developer's obligation to make special infrastructure contributions for development within the WSGA Special Contributions Area.

- (b) The Developer may request that the Director-General amend and reissue the SIC Discharge Certificate in lieu of making the relevant monetary payment(s) in relation to Development Consents within the WSGA Special Contributions Area. Where the amount of the SIC for a development does not exceed the SIC Discharge Amount stated on the SIC Discharge Certificate, the Director-General will issue a new SIC Discharge Certificate specifying the unapplied SIC Discharge Balance.

3.5 Developer not to apply for subdivision certificate or construction certificate for development unless relevant certificate issued for that development

The Developer may not apply for a subdivision certificate or construction certificate (as the case may be) in relation to any development on land within the Western Sydney Growth Areas SCA for which a SIC is required to be made unless the Developer:

- (a) has obtained from the Director-General a certificate to the effect that the SIC for the development of the value or amount shown on the certificate has been made; or
- (b) has entered into a deferred payment arrangement as referred to in the Ministerial Determination in relation to that contribution; or
- (c) has obtained from the Director-General written advice that the Developer has provided a bank guarantee for the amount of the SIC that would otherwise be payable for the development.

3.6 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.

4 LAND OWNERSHIP

4.1 Land ownership

- (a) The Developer 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.

5 SECURITY RELATING TO CERTAIN MILESTONES

5.1 Security relating to certain Milestones

- (a) If the Developer is unable to obtain, because of a failure to achieve a Milestone, a certificate referred to in clause 3.3(c) for development within the WSGA Special Contributions Area in respect of which the Developer wishes to seek a subdivision certificate or construction certificate, the Developer may provide a Bank Guarantee, in terms agreed to by the

Director-General, for the amount of the SIC that would otherwise be payable for the development.

- (b) If the Developer provides to the Director-General:
 - (i) a written request that the Bank Guarantee be returned together with supporting documentation as is necessary for the Director General to determine whether the Developer has achieved the relevant Milestone; and
 - (ii) such other information as is reasonably requested by the Director-General in order for the Director-General to assess the Developer's request for the Bank Guarantee to be returned,

then if the Director-General is satisfied that that Milestone has actually been achieved, the Bank Guarantee is to be released and returned 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 Director-General 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.

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 Director-General as Recipient of the supply, the Developer will ensure that:

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

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 Director-General 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 Costs

The Developer is to pay the Director-General's reasonable costs of preparing, negotiating, and executing this Deed.

10.11 Counterparts

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

10.12 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.

10.13 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.

10.14 No fetter

Nothing in this Deed shall be construed as requiring the Director-General to do anything that would cause the Director-General to breach any of the Director-General'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 Director-General in exercising any of the Director-General's statutory functions, powers, authorities or duties.

10.15 Expenses and stamp duty

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 by the
Director-General of the **Department of
Planning and Infrastructure** for and on
behalf of the **Crown in right of the State of
New South Wales**, in the presence of:

[Signature]

Signature of Witness

[Signature]

Signature of the Director-General

Louise Higgins

Name of Witness in full

~~Signed sealed and delivered by)
Landcom (ABN 79 268 260 688) in)
accordance with section 127 of the)
Corporations Act:~~

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

[Signature]

Signed by me Sean O'Toole
Managing Director as delegate
of Landcom and I hereby
certify that I have no notice of
revocation of such delegation.

[Signature]

Signature of witness.

Elizabeth Thomas -
Name of witness.

SCHEDULE 1

SIC Discharge Amounts – Table (clause 3.3)

Notes relating to Schedule 1

Column 1 specifies, in dollars, the Attributable Cost of the Road Work as at 1 July 2011 which will be indexed in accordance with the Ministerial Determination.

Column 2 specifies, in dollars the SIC Discharge Amount to which the Developer will be entitled on completion of a Milestone as at 1 July 2011 which is 20% of the Attributable Cost for the Road Work. This amount will be indexed in accordance with the Ministerial Determination.

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

Column 1	Column 2	Column 3	
Attributable Cost	SIC Discharge Amount per Milestone	Milestones	
		No.	Description
\$13,282,643	\$2,656,528.60	1	Expenditure of 25% of the value of the Construction Contract
	\$2,656,528.60	2	Expenditure of 50% of the value of the Construction Contract
	\$2,656,528.60	3	Expenditure of 75% of the value of the Construction Contract
	\$2,656,528.60	4	Expenditure of 100% of the value of the Construction Contract and the acceptance of the Road Work by the relevant Roads Authority
	\$2,656,528.60	5	The later of the satisfactory completion of any defects liability period and outstanding works for the Road Work or evidence of satisfactory arrangements made with the Roads Authority to address the defect liability and any outstanding works

SCHEDULE 2

Plans (clause 1.1)

Annexure A:

Project - Oran Park Road No. 2 – Part A: East and Westbound Carriageways. Construction Certificate plans stamped by Camden Council, Construction Certificate 954/2007 dated 2 December 2011.

Drawings:

L06002.12 DWG 000

L06002.12 DWG 001

L06002.12 DWG 002

L06002.12 DWG 101

L06002.12 DWG 102

L06002.12 DWG 301

L06002.12 DWG 302

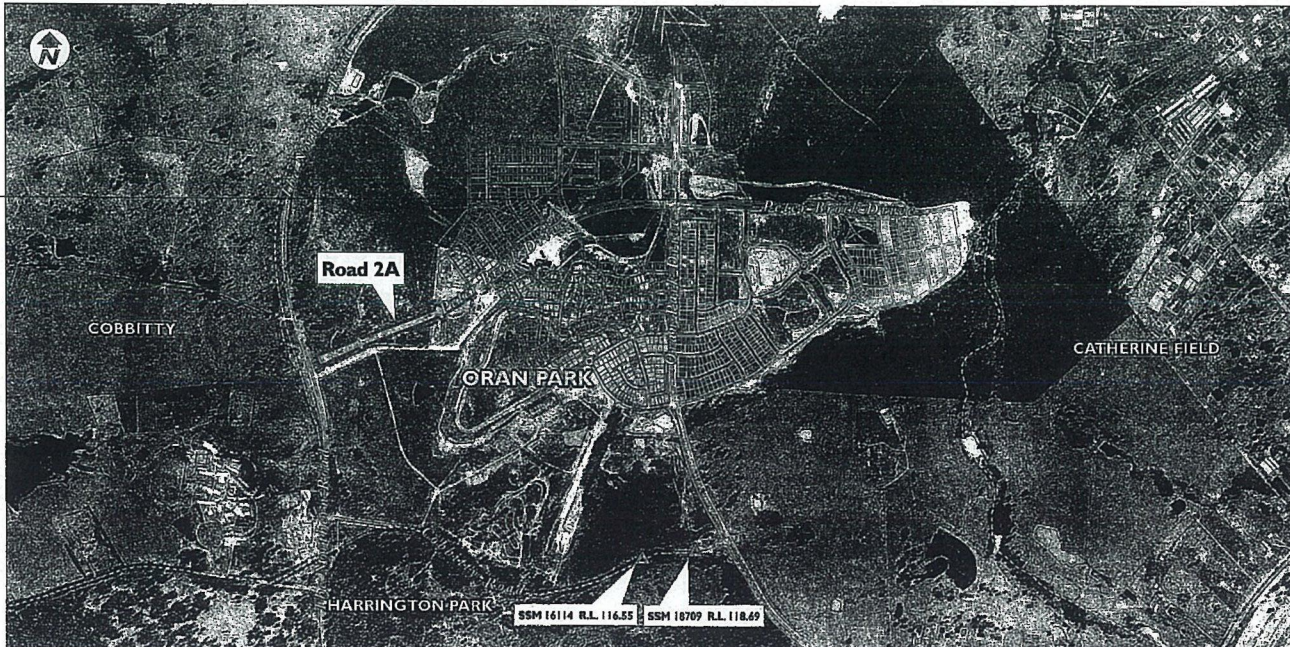
L06002.12 DWG 303

L06002.12 DWG 305

ORAN PARK REDEVELOPMENT

ROAD No.2 - PART A

DEVELOPMENT APPLICATION
FOR LANDCOM / GDC

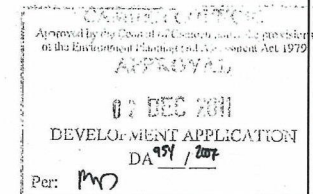


LOCALITY PLAN
N.T.S.



LGA CAMDEN COUNCIL

DA: 954/2007



Brown Consulting (NSW) Pty Ltd

Level 2, 2 Burbank Place, Norwest Business Park
Baulkham Hills NSW Australia 2153
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ORAN PARK REDEVELOPMENT
DEVELOPMENT APPLICATION
JOB NO: L06002.12

DRAWING REVISION
000 03

BROWN

GENERAL NOTES

GENERAL

- 61 ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH COUNCIL'S ENGINEERING DESIGN, ENGINEERING CONSTRUCTION SPECIFICATION AND TO THE REQUIREMENTS OF THE PRINCIPAL CERTIFYING AUTHORITY/ROADS AUTHORITY.
- 62 INSPECTIONS BY PRINCIPAL CERTIFYING AUTHORITY/ROADS AUTHORITY SHALL BE REQUESTED AT THE FOLLOWING STAGES AND WORKS APPROVED PRIOR TO THE CONTINUANCE OF ANY WORK:
 - (a) FOLLOWING THE INSTALLATION OF EROSION AND SEDIMENT CONTROL STRUCTURES/MEASURES
 - (b) PRIOR TO BACKFILLING PIPELINES, SUBSOIL DRAINS AND DAMS.
 - (c) PRIOR TO CASTING OF PITS AND OTHER CONCRETE STRUCTURES, INCLUDING KERB AND GUTTER BUT FOLLOWING THE PLACEMENT OF FOOTINGS, FORMWORK AND REINFORCEMENT.
 - (d) PRIOR TO PLACEMENT OF SUBBASE AND ALL SUB SEQUENT PAVEMENT LAYERS, A PROOF ROLLER TEST OF EACH PAVEMENT LAYER IS REQUIRED.
 - (e) FORMWORKS PRIOR TO POURING CONCRETE IN PARKING AREAS FOR FOOTPATH CROSSING AND OTHER ASSOCIATED WORK.
 - (f) PRIOR TO BACKFILLING PUBLIC UTILITY CROSSINGS IN ROAD RESERVES.
 - (g) FINAL INSPECTIONS AFTER ALL WORKS ARE COMPLETED AND "WORK AS EXECUTED" PLANS HAVE BEEN SUBMITTED TO COUNCIL.
- 63 NO TREES TO BE REMOVED UNLESS APPROVAL IS GRANTED BY COUNCIL'S LANDSCAPE COMPLIANCE OFFICER.
- 64 MAKE SMOOTH JUNCTIONS WITH EXISTING WORKS.
- 65 NO WORK TO BE CARRIED OUT ON ADJOINING PROPERTIES WITHOUT THE WRITTEN PERMISSION FROM THE OWNER.
- 66 VEHICULAR ACCESS AND ALL UTILITIES/SERVICES ARE TO BE MAINTAINED AT ALL TIMES TO ADJOINING PROPERTIES AFFECTED BY CONSTRUCTION.
- 67 ALL RUBBISH, BUILDINGS, SHEDS, AND FENCES ARE TO BE REMOVED TO THE SATISFACTION OF THE PRINCIPAL CERTIFYING AUTHORITY/ROADS AUTHORITY.

EARTHWORKS

- 61 EARTHWORKS ARE TO BE CARRIED OUT TO THE SATISFACTION OF THE PRINCIPAL CERTIFYING AUTHORITY/ROADS AUTHORITY. UNSUITABLE MATERIALS ARE TO BE REMOVED FROM ROADS AND LOTS PRIOR TO FILLING. THE CONTRACTOR IS TO ARRANGE AND MAKE AVAILABLE COMPACTION TESTING RESULTS FOR ALL AREAS THAT CONTAIN FILL IN EXCESS OF 200mm.
- 62 COMPACTION OF EARTHWORKS SHALL CONTINUE UNTIL A DRY DENSITY RATIO OF 93% FOR SITE FILLING AND 98% FOR ROAD PAVEMENT SUBGRADES HAS BEEN ACHIEVED IN ACCORDANCE WITH TEST METHOD AS1989.5.3.1 OR AS1989.5.3.2.
- 63 THE CONTROL TESTING OF EARTHWORKS SHALL BE IN ACCORDANCE WITH THE GUIDELINES IN AS3799 "GUIDELINES ON EARTHWORKS FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENTS" WHERE IT IS PROPOSED TO USE TEST METHOD AS1989.5.3.2 TO DETERMINE THE FIELD DENSITY. A SAND REPLACEMENT METHOD SHALL BE USED TO CONFIRM THE RESULTS.
- 64 THE SUPERVISORIAL/GEOTECH ACCREDITED CERTIFIER, SHALL HAVE A LEVEL 1 RESPONSIBILITY FOR ALL FILLING AS DEFINED IN APPENDIX B AS3799 "GUIDELINES ON EARTHWORKS FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENTS" AND AT THE END OF THE WORKS SHALL CONFIRM THE EARTHWORKS COMPLY WITH THE REQUIREMENTS OF THE SPECIFICATION AND DRAWINGS BY WRITTEN NOTIFICATION.
- 65 IN AREAS TO BE FILLED WHERE THE SLOPE OF THE NATURAL SURFACE EXCEEDS 10% V/H, BENCHES ARE TO BE CUT TO PREVENT SLIPPING OF THE PLACED FILL MATERIAL AS REQUIRED BY THE COUNCIL.
- 66 ALL BATTERS ARE TO BE SCAFFOLD TO A DEPTH OF 50mm TO ASSIST THE ADHESION OF TOP SOIL TO BATTER FACE.
- 67 PROVIDE MINIMUM 150mm AND MAXIMUM 300mm TOPSOIL WITHIN FOOTPATHS, FILLED AREAS AND ALL OTHER AREAS DISTURBED DURING CONSTRUCTION. TOPSOILED AREAS TO BE STABILISED WITH APPROVED VEGETATION A MAXIMUM OF 2 DAYS AFTER TOPSOILING AND ARE TO BE WATERED TO ENSURE GERMINATION.
- 68 THE CONTRACTOR SHALL CONTROL SEDIMENTATION, EROSION AND POLLUTION DURING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF "MANAGING URBAN STORMWATER: SOILS AND CONSTRUCTION" PROVIDED BY LANDCOM.
- 69 A 1-METRE WIDE, CONTINUOUS STRIP OF LOUGH GRASS SHALL BE PLACED BEHIND THE BACK OF ALL KERBS AND OTHER CONCRETE STRUCTURES IMMEDIATELY AFTER THE COMPLETION OF THE FOOTPATH GRADING OR OTHER ELEMENTS AS APPLICABLE. SHALL BE MAINTAINED AND REPLACED AS A REQUIREMENT DURING THE CONSTRUCTION MAINTENANCE PERIOD.

ROADWORKS

- R1 SUBGRADES AND SUBBASES ARE TO BE COMPACTED IN ACCORDANCE WITH COUNCIL'S CONSTRUCTION SPECIFICATION.
- R2 SUBSOIL DRAINS TO BE PROVIDED ON BOTH SIDES OF ROADS EXCEPT WHERE THERE IS STORMWATER DRAINAGE.
- R3 100 x 50 N.D. GALVANISED STEEL KERB OUTLETS TO BE PLACED IN ALL KERB TYPES ON LOW SIDE OF LOTS WITHIN 5m OF THE CORNER OF THE PROPOSED LOT CORNER WITH THE LOWEST REDUCED LEVEL AND TO THE REQUIREMENTS OF THE PRINCIPAL CERTIFYING AUTHORITY. IF THAT LOCATION COINCIDES WITH A STORMWATER PIT A CONNECTION TO THAT PIT SHALL BE PROVIDED IN LIEU OF THE KERB OUTLET PROVIDE SUITABLE ADAPTER TO ALLOW CONNECTION OF 50mm DIAMETER STORMWATER PIPE.
- R4 LIPLESS PERIMETER CROSSINGS ARE TO BE PROVIDED IN ALL KERB RETURNS WHERE REQUIRED BY COUNCIL.
- R5 SERVICE CONDUITS TO BE PLACED AS DIRECTED BY ALL PUBLIC UTILITY AUTHORITIES INCLUDING INTEGRAL ENERGY, TELSTRA AND SYDNEY WATER.
- R6 PROPOSED UTILITIES AND SERVICES CROSSING EXISTING ROADS SHALL BE PROVIDED FOR USING A TRENCHLESS TECHNIQUE SO AS TO NOT DAMAGE THE EXISTING SURFACE. ALL SERVICE CONDUITS UNDER ROADS MUST BE LAID TO A MINIMUM DEPTH OF 750mm.
- R7 CONCRETE FOOTPATH CONSTRUCTION IS TO BE BONDED WITH COUNCIL PENDING COMPLETION OF UTILITY/SERVICES AND SURROUNDING DWELLINGS.
- R8 ALL TEMPORARY ROADS MUST BE TEMPORARILY SEALED WITH A SINGLE COAT OF FLUSH SEAL.
- R9 ALL PERMANENT ROADS MUST BE SEALED WITH A SINGLE COAT OF FLUSH SEAL AND 50mm OF AC TO BE APPLIED IN TWO 25mm THICK LAYERS. THE FINAL AC IS TO BE BONDED WITH COUNCIL AND PLACED FOLLOWING APPROVAL FROM COUNCIL.
- R10 SIGNPOSTING AND LINE MARKING SHALL CONFORM TO AS 1742.3 "TRAFFIC CONTROL DEVICES FOR GENERAL USE". RAISED RETRO-REFLECTIVE PAVEMENT MARKERS TO CONFORM TO AS1994 "RETRO-REFLECTIVE DEVICES AND MATERIALS FOR ROAD TRAFFIC CONTROL PURPOSES". ALL APRONS AND KERB FACE ON CENTRAL ISLANDS OF ROUNDABOUTS AND ALL OTHER ISLANDS TO BE DELINEATED BY REFLECTIVE WHITE MARKING.
- R11 ALL LOT NUMBERS AND STREET NAMES TO BE STENCILED ON KERB FACE.
- R12 STREET SIGNS TO COUNCIL STANDARD MUST BE INSTALLED BY THE OWNER/APPLICANT/SUPERINTENDANT. STREET NAMES MUST BE STENCILED ON KERB AT INTERSECTIONS.

DRAINAGE

- 51 ALL PIPES TO BE SPIGOT AND SOCKET, RUBBER RING JOINTED & CLASS 2, UNLESS OTHERWISE NOTED.
- 52 ALL LONGITUDINAL PIPELINES IN ROADS MUST BE LOCATED UNDER KERB AND GUTTER AND BACKFILLED WITH APPROVED GRANULAR MATERIAL UNLESS OTHERWISE APPROVED BY THE COUNCIL ENGINEER.
- 53 DRAINAGE LINES MUST BE BACKFILLED WITH APPROVED GRANULAR MATERIAL IN TRAFFICABLE AREAS. THREE (3) METRES OF SUBSOIL DRAINAGE WRAPPED IN GEOTEXTILE STOCKING MUST BE PROVIDED AT ALL DOWNSLOPE PITS.
- 54 ALL BULLY PITS TO COUNCIL'S STANDARD AND LINTELS CENTRALLY PLACED AT SAG PITS.
- 55 ALL PITS MUST BE BENCHER AND STREAMLINED. PROVIDE P2 REINFORCEMENT AND GALVANISED STEP IRONS IN ALL PITS OVER 1.2 METRES DEEP AS MEASURED FROM THE TOP OF GRADE TO THE INVERT OF THE PIT.
- 56 CONCRETE IS TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 30MPa AT 28-DAYS UNLESS OTHERWISE APPROVED BY THE COUNCIL ENGINEER.
- 57 CATCH DRAINS MUST BE CONSTRUCTED AS REQUIRED BY PRINCIPAL CERTIFYING AUTHORITY/ROADS AUTHORITY.
- 58 ALL INTERLATCHMENT DRAINAGE LINES MUST HAVE A MINIMUM PIPE DIAMETER OF 150mm AND A MINIMUM GRADE OF 1% UNLESS OTHERWISE APPROVED BY THE PRINCIPAL CERTIFYING AUTHORITY/ROADS AUTHORITY.
- 59 ALL INTERLATCHMENT DRAINAGE LINES ARE TO BE LAID CENTRALLY WITHIN DRAINAGE EASEMENTS. INSPECTION PITS ARE TO BE PROVIDED AT ALL CHANGES OF GRADE AND DIRECTION.
- 60 INTERLATCHMENT DRAINAGE LINES MUST BE INSTALLED AFTER SYDNEY WATER SEWERAGE LINES HAVE BEEN INSTALLED WHERE SEWER IS PROPOSED ADJACENT TO INTERLATCHMENT DRAINAGE LINES.
- 61 1% AEP OVERLAND FLOW PATHS MUST BE FORMED AND SHOWN ON "WORK AS EXECUTED" DRAWINGS.
- 62 ADEQUATE PROVISION IS TO BE MADE TO PREVENT SCOURING AND SEDIMENTATION FOR ALL DRAINAGE WORKS IN ACCORDANCE WITH COUNCIL'S REQUIREMENTS.
- 63 PIT LINTELS ARE TO BE STENCILED WITH APPLICABLE DESTINATION STENCIL AVAILABLE FROM COUNCIL.
- 64 PRECAST CONCRETE HEADWALL TO BE USED FOR PIPE OUTLETS UP TO 900.
- 65 CONCRETE HEADWALLS FOR PIPE GREATER THAN 900 ARE TO BE CAST IN SITU IN ACCORDANCE WITH COUNCIL'S STANDARD DRAWING, SD.21.

DRAWING SCHEDULE

DRAWING No.	TITLE	REVISION
GENERAL		
006	COVER SHEET	02
001	STANDARD NOTES, LEGEND & DRAWING SCHEDULE	02
002	SHEET LAYOUT PLAN	02
181	SOIL & WATER MANAGEMENT PLAN	02
102	SOIL & WATER MANAGEMENT DETAILS AND NOTES	02
ROADWORKS		
391	ENGINEERING PLAN & LONGITUDINAL SECTION SHEET 01 OF 02	02
382	ENGINEERING PLAN & LONGITUDINAL SECTION SHEET 02 OF 02	02
383	ROAD 2A TYPICAL SECTIONS	02
305	ROAD No.43 & No.44 LONGITUDINAL SECTIONS & TYPICAL SECTIONS	02

LEGEND

PROPOSED	DESCRIPTION	EXISTING	FUTURE
	STORMWATER PIPELINE	375#	
	COMMON DRAINAGE LINE, PIT & SLOPE JUNCTION		
	STORMWATER DRAINAGE PIT		
	DRAINAGE LINE No. 3		
	DRAINAGE PIT No. 17		
	CONCRETE HEADWALL		
	SLOPE JUNCTION		
	SUBSOIL DRAIN		
	STANDARD 150mm KERB & GUTTER	EXIST. K&G	FUT. K&G
	STANDARD ROLL KERB & GUTTER	EXIST. RK	FUT. RK
	STANDARD KERB ONLY	EXIST. KO	FUT. KO
	STANDARD EDGE STRIP	EXIST. ES	FUT. ES
	STANDARD MOUNTABLE KERB	EXIST. MK	FUT. MK
	VEHICULAR CROSSING	VC	VC
	STANDARD PEDESTRIAN RAMP	PR	PR
	STANDARD DISH CROSSING	DC	DC
	EDGE OF BITUMEN	EXIST. EOB	FUT. EOB
	ROAD PAVEMENT		
	FINISHED PAVEMENT LEVEL		
	BATTERS		
	CONCRETE PATHWAY		
	STANDARD BUDE POSTS		
	STREET NAME SIGN		
	CONTOURS		
	SITE REGRADING AREA		
	BENCHMARK	BM	RL
	SEWER MAIN, ACCESS CHAMBER	AC	
	TELECOM LINE, POLE, PIT	TP	
	WATER MAIN, HYDRANT, STOP VALVE, AIR VALVE	H, SV, AV	
	GAS MAIN	G	
	ELECTRICITY LINE, POLE	EP	
	LIMIT OF CONSTRUCTION		
	LIMIT OF STAGE		
	TREES TO BE REMOVED		
	POST & RAIL FENCE		

APPROVED

Approved by the Council of Council and the provisions of the Environment Planning and Assessment Act 1979

02 DEC 2001

DEVELOPMENT APPLICATION

DA 01 / 2007

Per:



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LEGEND	
	SEDIMENT FENCE
	BARRIER FENCE
	CATCH DRAIN/DIVERSION BANK
	EXISTING CONTOUR
	DESIGN CONTOUR
	INLET SEDIMENT TRAP
	KERB INLET CONTROL
	STABILISED SITE ACCESS
	FILL AREA

SCALE 1:1000 (A1)
SCALE 1:2000 (A3)

NO.	DATE	DESCRIPTION	BY	CHECKED	DATE
01	14/07/2010	ROUTE FOR DA APPROVAL	CH	RS	TT
02	14/07/2010	ROUTE NO. 2, 41 & 42 INTERSECTION AMENDED	CH	RS	TT
03	14/07/2010	ROUTE NO. 2, 41 & 42 INTERSECTION AMENDED	CH	RS	TT
04	14/07/2010	ROUTE NO. 2, 41 & 42 INTERSECTION AMENDED	CH	RS	TT
05	14/07/2010	ROUTE NO. 2, 41 & 42 INTERSECTION AMENDED	CH	RS	TT
06	14/07/2010	ROUTE NO. 2, 41 & 42 INTERSECTION AMENDED	CH	RS	TT
07	14/07/2010	ROUTE NO. 2, 41 & 42 INTERSECTION AMENDED	CH	RS	TT
08	14/07/2010	ROUTE NO. 2, 41 & 42 INTERSECTION AMENDED	CH	RS	TT
09	14/07/2010	ROUTE NO. 2, 41 & 42 INTERSECTION AMENDED	CH	RS	TT
10	14/07/2010	ROUTE NO. 2, 41 & 42 INTERSECTION AMENDED	CH	RS	TT

Drawn by: K.T.
Design by: D.D.
Project No: L06002.12
Drawing No: 101
Revision: 03

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Scale: 1:2000

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Scale: 1:2000

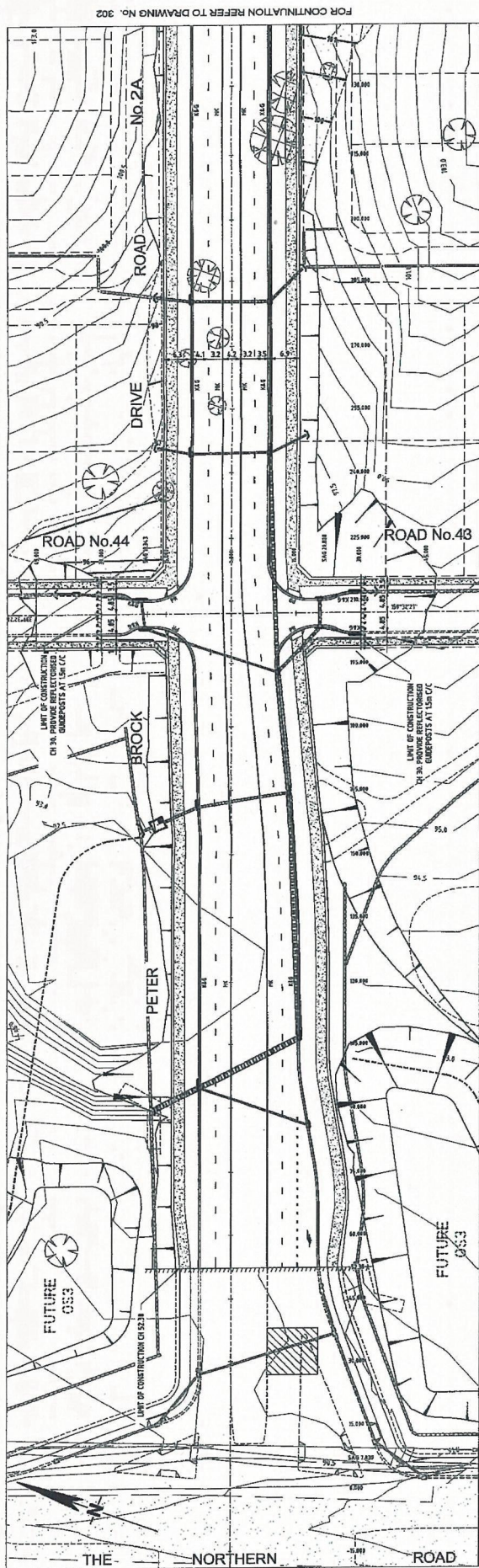
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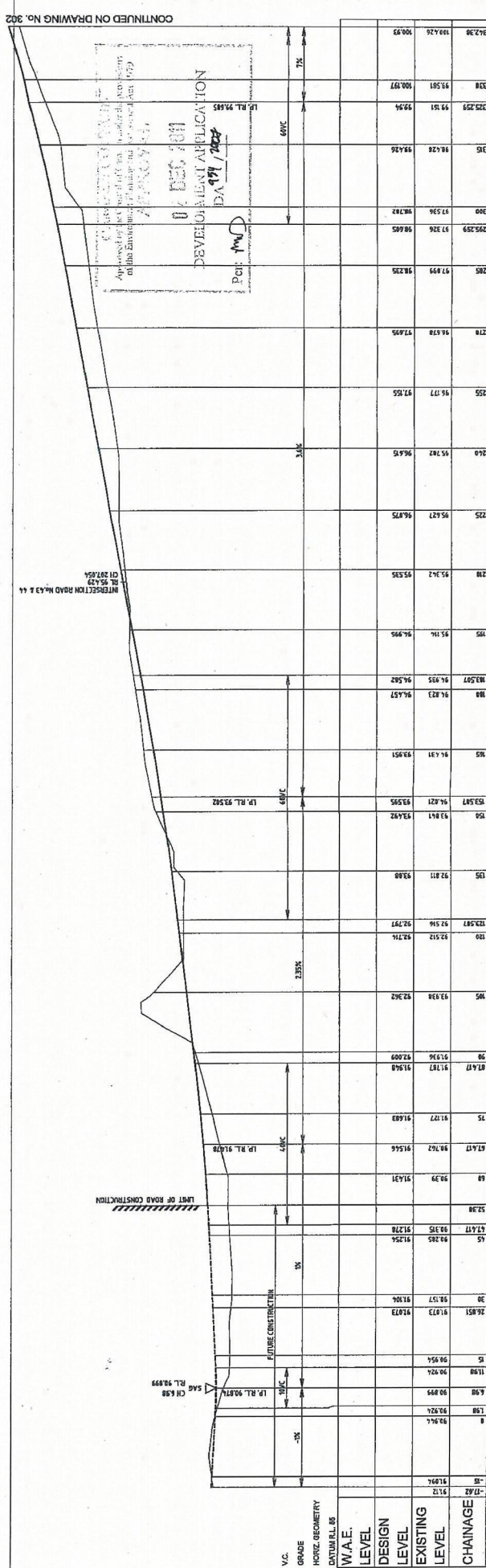
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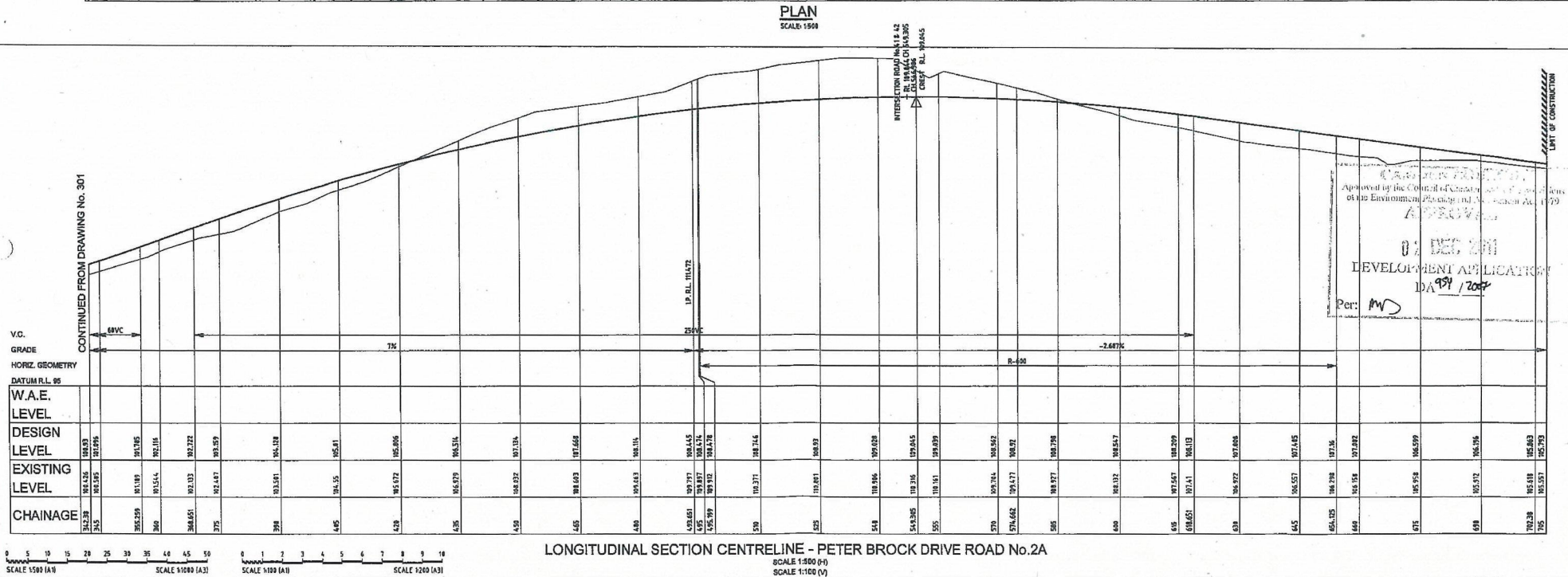
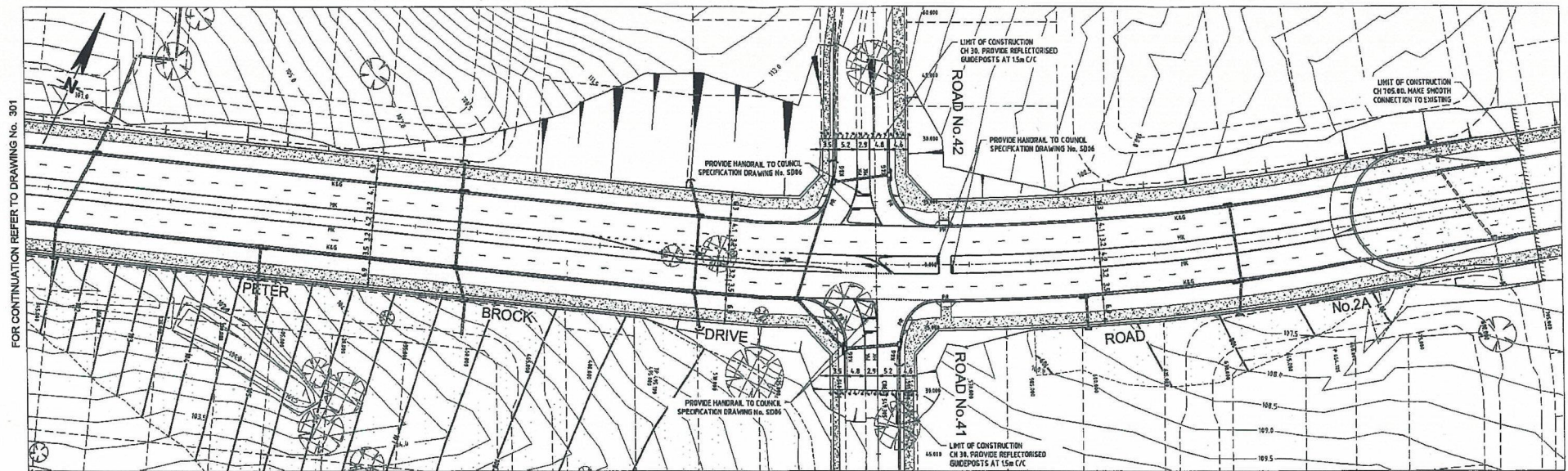
PLAN
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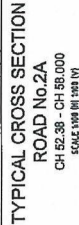
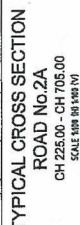


LONGITUDINAL SECTION CENTRELINE - PETER BROCK DRIVE ROAD No.2A
SCALE 1:500 (C)

LINE - PETER BROCK DRIVE ROAD No.2A
SCALE 1:200 (H)
SCALE 1:100 (V)

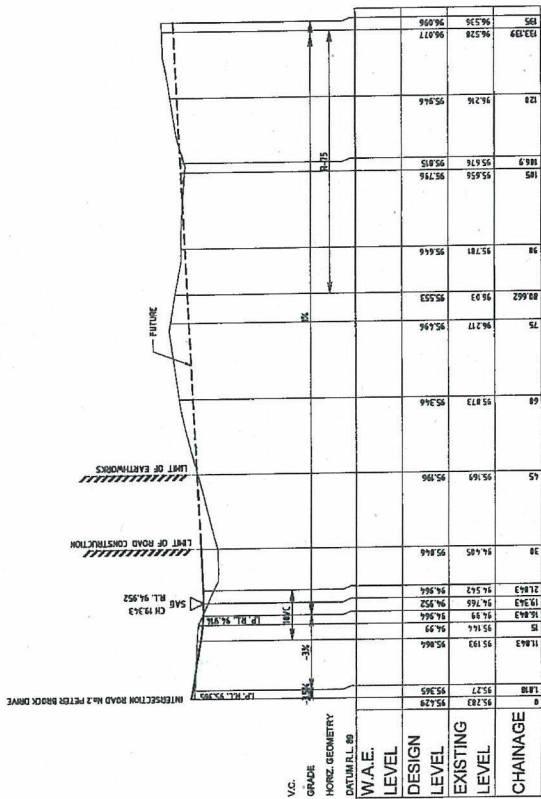
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CARPENTERS UNION LOCAL 100
 Approved by the District of Columbia and the jurisdictions
 of the Environmental Protection Act of 1979
 APPROVED
 02 DEC 1979
 DEVELOPMENT APPLICATION
 DAY / 1007
 Per: *Sam*

SCALE 1/8" = 1'-0"	<p> Drawings and Comments: ALL DIMENSIONS TO BE CHECKED ON SITE SUPERINTENDENT PRIOR TO CONSTRUCTION FOR SHORT DIMENSIONS ONLY, DO NOT SCALE </p> <p>  BROWN CONSULTING CONSULTANTS CIVIL ENGINEERS </p> <p> Level 2, 2 Dutka Place Norwest Business Park NSW Australia 2153 Level 2, 2 Dutka Place Norwest Business Park NSW Australia 2153 Level 2, 2 Dutka Place Norwest Business Park NSW Australia 2153 Telephone: 02 8008 8008 Facsimile: 02 8008 8009 </p> <p> Strom Consulting (NSW) Pty Ltd Level 2, 2 Dutka Place Norwest Business Park NSW Australia 2153 Telephone: 02 8008 8008 Facsimile: 02 8008 8009 </p>	<p> APPROVAL BY: TOBY TAMES 85 River Esplanade, WARRIEWOOD NSW 2120 Director </p> <p> Client LANDCOM/GDC ORAN PARK REDEVELOPMENT ROAD No.2 - PART A DEVELOPMENT APPLICATION </p>	<p> Drawings Drawn by: K.T. Checked by: D.D. Project No: L00002.12 Drawing No: 200 </p> <p> Scale 1:100 (NATURAL) </p>
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SCHEDULE 3

The Road Work (clause 1.1)

The Road Work relates to the construction of approximately 705m of dual carriageway, consisting of four lanes of Peter Brock Drive, Oran Park.

The Road work generally extends from The Northern Road in the west to a point approximately 705m east, towards Oran Park Drive. The extent of the Road Works is shown on the Camden Council approved Development Consent plans listed in Schedule 2 of this Deed.

This Schedule generally defines the scope of the Road Work to be delivered and includes civil construction, lighting, landscape works, services reticulation, land dedication and other items sufficient to satisfy the requirements of Camden Council and the relevant service authorities.

SCHEDULE 4

Address for Service (clause 10.15)

Director-General

Contact: Director-General, Department of Planning and Infrastructure
Attention: Executive Director, Strategy and Infrastructure Planning

Address: 23-33 Bridge Street
Sydney, New South Wales, 2000

Facsimile No: (02) 9228 6455

Landcom

Contact: Mick Owens, General Manager, Development

Address: Level 2, 330 Church Street,
Parramatta, New South Wales, 2150

Facsimile No: (02) 9841 8688

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10.1.1