

Dated

day of

2013



**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 trading as UrbanGrowth NSW**

ABN 79 268 260 688

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

### **Dedication of the Ponds School Site**

A handwritten signature in blue ink, consisting of a stylized, cursive name.

23/1/14

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## **EXECUTED AS A DEED**

### **SCHEDULE 1 - Plans (clause 1.1)**

### **SCHEDULE 2 - Address for Service (clause 9.15)**



THIS Deed is dated

23 January

2013



**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 TRADING AS URBANGROWTH NSW** (ABN 79 268 260 688) of Level 14, 60 Station Street, Parramatta, New South Wales, 2150 (**Developer**)

**INTRODUCTION:**

- A** The Developer proposes to carry out Development within the WSGA Special Contributions Area.
- B** The Ministerial Determination provides for the making of a SIC 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 SIC on the grant of development consent for any development for which a SIC is required to be made under the Ministerial Determination.
- D** The Ministerial Determination provides that a SIC may be made as a monetary contribution or a contribution of a kind specified in a SIC works-in-kind agreement.
- E** The Developer proposes to dedicate the Ponds School Site for the purposes of public education, or otherwise transfer it to the State of New South Wales, by 1 July 2014 to discharge its liability to make Special Infrastructure Contributions imposed under development consents, in lieu of making monetary contributions.
- F** The Parties have agreed to enter into this Deed to give effect to the above proposal.
- G** 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 2 or any new address notified by any party to all other parties as its new Address for Service;

**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;

**Construction Certificate** has the same meaning as in the Act;

**DEC** means the NSW Department of Education and Communities;

**Department** means the NSW Department of Planning and Infrastructure;

**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);

**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;

**Plan** means the plan of the Ponds School Site attached at Schedule 1;

**Ponds School Site** means a parcel of land of 2.983 hectares, being Lot 400 in DP1173834 identified as cross hatched on the Plan;

**SIC Discharge Amount** means the Value of the Ponds School Site;

**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 for development that is not listed on the certificate for the time being;

**SIC Discharge Certificate** means a certificate referred to in clause 3.4(c)(ii) as amended from time to time under clause 3.5(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;

**Value of the Ponds School Site** means the amount of \$7,180,000.00 (GST exclusive), and, in the 12 month period commencing 1 July 2014 (and in each subsequent 12 month period), that amount indexed annually in accordance with clause 3.2(b) of this Deed.

**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.

### **1.3 Reference to obligations with respect to the Ponds School Site**

In this Deed, a reference to the Developer's obligations with respect to the Ponds School Site is a reference to the Developer's obligation to dedicate the Ponds School Site for the purposes of public education, or otherwise transfer it to the State of New South Wales, together with any other obligations the Developer may have to carry out works as agreed with the Director-General of DEC, or the Minister for Education, in relation to the Ponds School Site, by 1 July 2014.

## **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 Ponds School Site**

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 discharge its SIC liability imposed under a Development Consent(s) granted within the WSGA Special Contributions Area by meeting its obligations with respect to the Ponds School Site, in lieu of a paying a monetary contribution;
- (c) the Ponds School Site forms part of the Education Land Acquisitions for Primary Schools in the North West Sector and the attributable cost shown for that item in Appendix 1 is \$106,032,000 as at 31 March 2010;
- (d) the amount of the liability to make a SIC for development within the WSGA Special Contributions Area that may be discharged by the Developer meeting its obligations with respect to the Ponds School Site is the Value of the Ponds School Site;
- (e) the Director-General will, on the terms set out in this Deed, accept the Developer meeting its obligations with respect to the Ponds School Site 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 Value of the Ponds School Site**

- (a) The parties agree that the amount of the liability to make a SIC for development on land within the WSGA Special Contributions Area that the Developer may discharge by meeting its obligations with respect to the Ponds School Site is the Value of the Ponds School Site.
- (b) The parties agree that on 1 July 2014, and on 1 July in each subsequent year, the amount of \$7,180,000 (being the initial Value of the Ponds School Site) is to be adjusted by multiplying that amount by the following fraction:

**latest Sydney CPI number/102.7**

where:

**latest Sydney CPI number** is the Sydney CPI number for March quarter in the year in which the adjustment is made (the March quarter being the quarter commencing on and including 1 January and ending on and including 31 March in that same year).

Note: The figure 102.7 is the Sydney CPI number for the March quarter in 2013.



### **3.3 Amount of SIC if paid as monetary contributions**

- (a) The Development Consents granted to the Developer for development on land within the Alex Avenue Precinct impose conditions requiring the making of Special Infrastructure Contributions that, if made as monetary contributions, would total approximately \$8,699,610 (if the contributions were paid before 1 July 2014).
- (b) However, the amount of the liability to make a SIC for a particular development that may be discharged by the Developer meeting its obligations with respect to the Ponds School Site is the amount of the monetary contribution that would otherwise be payable in accordance with the Ministerial Determination as at the date on which the SIC Discharge Certificate is issued or amended to include an entry for that development.

### **3.4 Satisfaction of Obligations with respect to the Ponds School Site**

- (a) If the Developer considers that it has met its obligations with respect to the Ponds School Site, the Developer may forward the following to the Director-General:
  - (i) a written request to issue a SIC Discharge Certificate as referred to in clause 3.4(c)(ii) (**a Request**); and
  - (ii) a written statement by the Director-General of DEC that the Developer has met its obligations with respect to the Ponds School Site; and
  - (iii) such other supporting documentation as is necessary for the Director-General to determine that the Developer has met its obligations with respect to the Ponds School Site.

The Developer must promptly provide any additional information requested by the Director-General.
- (b) The Director-General will, within 45 days of receiving the material referred to in clause 3.4(a), determine whether the Developer has met its obligations with respect to the Ponds School Site.
- (c) If the Director-General, in his or her absolute discretion, is satisfied that the Developer has met its obligations with respect to the Ponds School Site, the Director-General will:
  - (i) accept the Developer meeting its obligations with respect to the Ponds School Site, in lieu of the Developer paying a monetary contribution equal to the SIC Discharge Amount; and
  - (ii) issue a SIC Discharge Certificate to the Developer which will set out the SIC Discharge Amount.

- (d) If the Director-General, in his or her absolute discretion, is not satisfied that the Developer has met its obligations with respect to the Ponds School Site, the Director-General will notify the Developer and provide an explanation as to why he or she considered that the Developer has not met its obligations with respect to the Ponds School Site 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 meet its obligations with respect to the Ponds School Site. 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 Request together with any necessary documentation.

### **3.5 Application of SIC Discharge Amounts**

- (a) The Developer is or will be required, from time to time, under the terms of Development Consents granted in relation to land within the WSGA Special Contributions Area, to make Special Infrastructure Contributions. The SIC Discharge Amount represents the Value of the Ponds School Site 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 contributions in relation to development on land within the WSGA Special Contributions Area.. Where the amount of the SIC for a development does not exceed the SIC Discharge Balance stated on the SIC Discharge Certificate, the Director-General will amend and reissue the SIC Discharge Certificate so that it includes an entry for the development and specifies the new SIC Discharge Balance.
- (c) The amount of the SIC for a development is the amount of the SIC that would otherwise be payable as a monetary contribution for the development under the Ministerial Determination if paid on the date of reissuing the SIC Discharge Certificate. Accordingly, the monetary contribution is to be calculated by applying the contribution rate under the Ministerial Determination as at that date.

### **3.6 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 WSGA Special Contributions Area 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.

## **4 SECURITY RELATING TO THE AGREEMENT**

### **4.1 Security relating to the Agreement**

If, prior to 1 July 2014, the Developer is unable to obtain, because it has not yet met its obligations with respect to the Ponds School Site, a SIC Discharge Certificate for any part of the 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 that part of the development.

- (a) 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 met its obligations with respect to the Ponds School Site; 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 the Developer has met its obligations with respect to the Ponds School Site, the Bank Guarantee is to be released and returned to the Developer within 90 days of any such request.

- (b) In the event that the Developer is unable to meet its obligations with respect to the Ponds School Site, to the satisfaction of the Director-General by 1 July 2014, then the Minister may call upon that Bank Guarantee and retain the proceeds of such claim to satisfy the SIC liability that would otherwise have been payable.

## **5 DISPUTE RESOLUTION**

### **5.1 Not commence**

A party must not commence any court proceedings relating to a dispute unless it complies with this **clause 5**.

## **5.2 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.

## **5.3 Attempt to resolve**

On receipt of notice under **clause 5.2**, 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.

## **5.4 Mediation**

If the parties do not agree within 21 days of receipt of notice under **clause 5.2** (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.

## **5.5 Court proceedings**

If the dispute is not resolved within 60 days after notice is given under **clause 5.2** then any party which has complied with the provisions of this **clause 5** may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

## **5.6 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 5** 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 5** for any purpose other than in an attempt to settle the dispute.

## **5.7 No prejudice**

This **clause 5** 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.

## **6 GST**

### **6.1 Definitions**

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

### **6.2 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.

### **6.3 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.

### **6.4 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 6**.

### **6.5 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.

### **6.6 Non monetary consideration**

**Clause 6.5** applies to non-monetary consideration.

## **6.7 Assumptions**

The Developer acknowledges and agrees that in calculating any amounts payable under **clause 6.5** the Developer will assume the Director-General is not entitled to any input tax credit.

## **6.8 No merger**

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

## **7 ASSIGNMENT**

### **7.1 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.

## **8 WARRANTIES OF CAPACITY**

### **8.1 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.

### **8.2 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.

## **9 GENERAL PROVISIONS**

### **9.1 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.

## **9.2 Variation**

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

## **9.3 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.

## **9.4 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.

## **9.5 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.

## **9.6 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.

## **9.7 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.

## **9.8 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.

#### **9.9 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.

#### **9.10 Costs**

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

#### **9.11 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.

#### **9.12 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.

#### **9.13 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.

#### **9.14 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.

#### **9.15 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 of Witness



A/ EXECUTIVE DIRECTOR  
INFRASTRUCTURE AND STATE STRATEGY  
AS DELEGATE FOR .

Signature of the Director-General



KIMBERLY EVERETT

Name of Witness in full

**Signed by a delegate of Landcom** who has  
no notice of revocation of the delegation,  
in the presence of:



Signature of Witness



Signature of Delegate

ELIZABETH THOMAS

Name of Witness

DAVIN PITCHFORD

Name of Delegate

## **SCHEDULE 1**

### **Plan (clause 1.1)**

## **SCHEDULE 2**

### **Address for Service (clause 9.15)**

#### **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

#### **Developer**

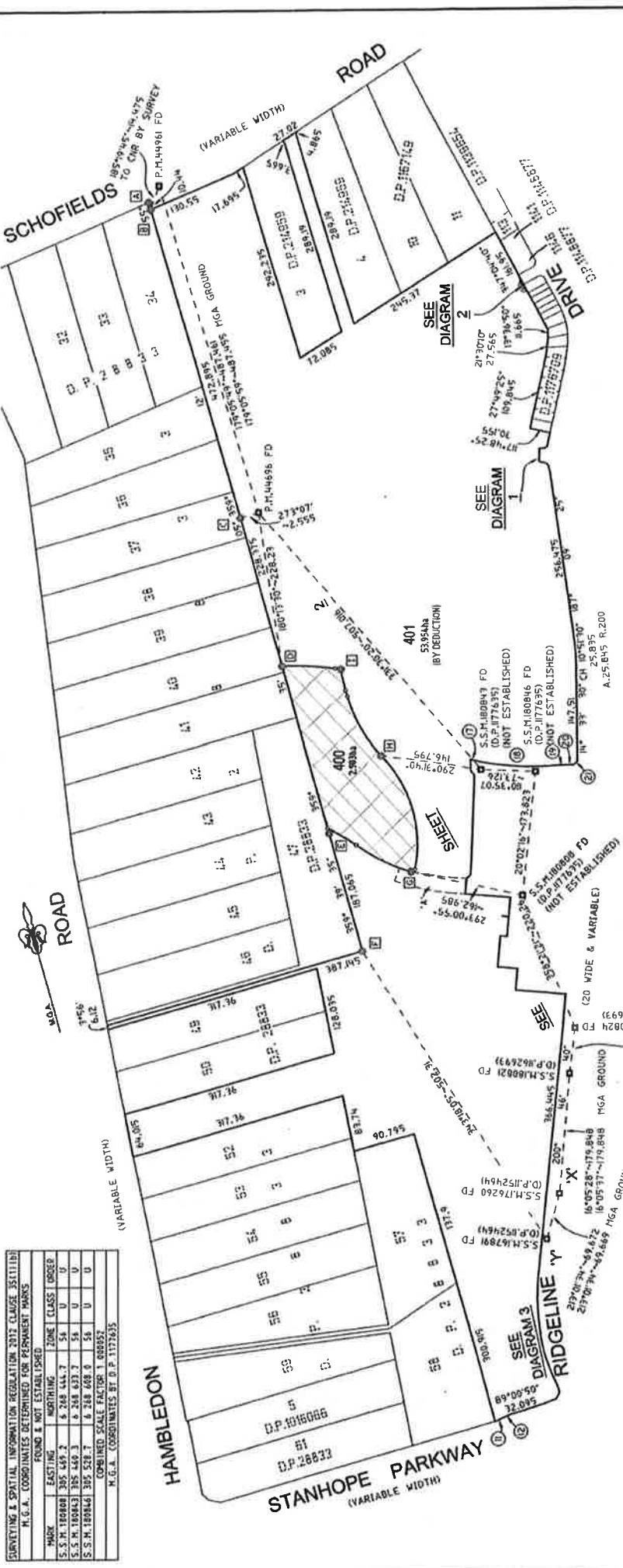
**Contact:** Mick Owens, General Manager, Development

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

**Facsimile No:** (02) 9841 8688

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 35(1)(h))				
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS				
MARK	EASTING	NORTHING	ZONE	CLASS
S.S.M. 160800	305 449.2	8 248 444.7	54	U
S.S.M. 160843	305 449.3	8 248 433.7	54	U
S.S.M. 160846	305 528.7	8 248 448.0	54	U

COMBINED SCALE FACTOR 1.00052  
M.G.A. COORDINATES BY D.P. 1177635



SCHEDULE OF CURVED & SHORT BOUNDARIES				
No.	Bearing	Chord	Area	Radius
7	14°30'20"	62.855	62.98	287.4
8	3°39'50"	27.9	27.935	158
9	353°02'50"	50.475	50.49	286.3
10	354°44'55"	8.395	8.415	35.5
11	81°25'	12.305	12.34	44.5
12	81°25'	16.16	16.2	53.5
13	85°39'10"	35.56	35.58	303.25
14	152°37'15"	5.12	5.17	10.5
15	45°29'20"	8.34	8.34	1.665
16	18°08'45"	1.665	1.665	11.5
17	118°20'05"	1.41	1.41	258
18	109°24'00"	123.875	124.4	392
19	102°26'00"	15.42	15.425	208
20	104°33'30"	11.96	11.96	
21	59°33'30"	7.07	7.07	

SCHEDULE OF REFERENCE MARKS				
Chord	Bearing	Distance	Description	Notes
A	179°13'	0.455	GIP TO D.P. 4628191	
B	185°19'45"	14.435	BY SURVEY PH 44481 TO D.P. 16881211	
C	180°51'	0.44	BY SURVEY GIP TO D.P. 4628191	
D	273°07'	2.555	PH 44481 TO D.P. 16881211	
E	205°38'	0.52	GIP TO D.P. 2145591	
F	314°55'	2.355	GIP TO D.P. 4628191	
G	44°44'	0.52	GIP	
H	210°20'	1.53	GIP	
I	211°09'	1.81	GIP	

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 31(2))				
MARK	EASTING	NORTHING	ZONE	CLASS
D.P. 111591	305 219.744	8 248 508.809	54	C
D.P. 111592	305 219.805	8 248 509.391	54	C
S.S.M. 160911	305 244.873	8 248 521.724	54	C
S.S.M. 160912	305 447.888	8 248 493.124	54	C
S.S.M. 160921	305 452.324	8 248 183.424	54	C
S.S.M. 160924	305 475.447	8 248 224.541	54	C

COMBINED SCALE FACTOR 1.00055  
SOURCE: S.C.I.M.S. DATED 12 MARCH 2013



Surveyor: ANDREW RICHARD THOMAS  
Date of Survey: 8 May 2013  
Surveyor's Ref: 1756-BE

PLAN OF SUBDIVISION OF LOT 1251 D.P. 1177635  
**PLAN OF THE PONDS SCHOOL SITE**

LGA: BLACKTOWN  
Locality: THE PONDS  
Subdivision No.  
Lengths are in metres Reduction Ratio: 1:4000

Registered  
D.P. 1153059