

**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

**Robert Leslie Leonard Smith, Janette Adele Smith, Trevor
Warren Smith and Neil Owen Smith**

as trustees for Smith Family Trust

ABN 21 606 567 398

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

**Upgrade of Richmond Road from Bells Creek
to Townson Road**


29/11/17

SPECIAL INFRASTRUCTURE CONTRIBUTIONS WORKS-IN-KIND AGREEMENT
Upgrade of Richmond Road from Bells Creek to Townson Road

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EXECUTED AS A DEED

SCHEDULE 1 – Road Work Land (clause 1.1)

SCHEDULE 2 – Colebee Urban Release Area (clause 1.1)

SCHEDULE 3 – Address for Service (clause 9.15)

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THIS Deed is dated

29 November 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

ROBERT LESLIE LEONARD SMITH, JANETTE ADELE SMITH, TREVOR WARREN SMITH AND NEIL OWEN SMITH as trustees for **SMITH FAMILY TRUST** of (ABN 21 606 567 398) of 799 Richmond Road, Marsden Park, New South Wales, 2765 (**the Developer**).

INTRODUCTION:

- A** The Developer proposes to carry out development on land 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** It is anticipated that Development Consents granted to the Developer for development on land within the WSGA Special Contributions Area will require the making of such contributions.
- F** The Developer has elected to carry out the Road Work to discharge part of its liability to make a SIC 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.

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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);

Actual Cost, in relation to the Road Work means \$475,155.14 as at 1 July 2011 (GST exclusive) as agreed between the parties and indexed in accordance with clause 9 of the Ministerial Determination, as if the cost were an adjustable amount within the meaning of that clause;

Address for Service means the address of each party appearing in Schedule 3 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;

Colebee Urban Release Area means the land identified on the plan annexed and marked "A" in Schedule 2 being land wholly within the WSGA Special Contributions Area;

Construction Certificate has the same meaning as in the Act;

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 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 an officer of the Department for the time being holding a position nominated by the Director-General for the purpose of this Deed;

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

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Road Work means those items described in Schedule 1;

SIC Discharge Amount in relation to the Road Work means the Actual Cost of the Road Work;

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;

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;

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- (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 development on land within the WSGA Special Contributions Area, be making a SIC in relation to that development;

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- (b) the Developer has elected to carry out the Road Work in lieu of paying a monetary contribution to discharge part its SIC obligations imposed under Development Consent(s) granted to the Developer for development within the WSGA Special Contributions Area;
- (c) the Road Work forms part of the miscellaneous and off-site road works for the North West Growth Centre and the attributable cost shown for that item in Appendix 1 to the Ministerial Determination is \$137,732,000 as at 1 July 2011;
- (d) the Director-General will, on the terms set out in this Deed, accept the Actual Cost of the Road Work to discharge part of the liability of the Developer to make a SIC imposed under Development Consent(s) granted to the Developer for development within the WSGA Special Contributions Area; and
- (e) this Deed constitutes a SIC works-in-kind agreement within the meaning of the Ministerial Determination.

3.2 Actual Cost of the Road Work

- (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 carrying out the Road Work is the Actual Cost.
- (b) The parties agree that on 1 July 2014, and on 1 July in each subsequent year, the Actual Cost of the Road Work should to be adjusted in accordance with clause 9 of the Ministerial Determination, as if the cost were an adjustable amount within the meaning of that clause.

3.3 Amount of SICs if paid as monetary contributions

- (a) It is anticipated that Development Consents granted to the Developer for development on land within the Colebee Urban Release Area will impose conditions requiring the making of a SIC that, if made as monetary contributions, would total approximately \$3,206,810 (if the contributions were paid before 1 July 2013).
- (b) However, the amount of the liability to make a SIC for a particular development that may be discharged by carrying out of the Road Work 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.

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3.4 Completion of the Road Work

- (a) If the Developer considers that it has completed the Road Work, the Developer must 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**);
 - (ii) such other supporting documentation as is necessary for the Director-General to determine that the Road Work has been completed.

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

- (b) The Director-General will, within 45 days of receiving the information required under clause 3.4(a), determine whether the Road Work has been completed.
- (c) If the Director-General, acting reasonably and fairly, is satisfied that the Road Work has been completed, the Director-General will:
- (i) accept the Actual Cost of the Road Work in lieu of the Developer paying a monetary contribution, and
 - (ii) issue a SIC Discharge Certificate (or an updated SIC Discharge Certificate) to the Developer that sets out the SIC Discharge Amount that has been credited for the Actual Cost.
- (d) If the Director-General, acting reasonably and fairly, is not satisfied that the Road Work has been completed, the Director-General will notify the Developer and provide an explanation as to why he or she considered that the Road Work has not been completed and, if applicable, provide details of:
- (i) any additional work or tasks that must be undertaken; and/or
 - (ii) any information or documents that must be provided,

by the Developer, in order to complete the Road Work. 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 for development in relation to certain land within the WSGA Special Contributions Area, to make a SIC. The SIC Discharge Amount represents the Actual Cost of the Road Work which the

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Director-General agrees to accept in partial discharge of the Developer's obligation to make a SIC 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 for development 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) For the purposes of paragraph (b), 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 issuing the updated 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 CAPACITY

4.1 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

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- (b) unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust.

4.2 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.

4.3 Trustee Developer

- (a) Robert Leslie Leonard Smith, Janette Adele Smith, Trevor Warren Smith and Neil Owen Smith enter into this Deed in their capacities as the trustee for the Smith Family Trust.
- (b) Robert Leslie Leonard Smith, Janette Adele Smith, Trevor Warren Smith and Neil Owen Smith warrants that:
 - (i) it is the sole trustee of the Smith Family Trust and no action has been taken to remove or replace it;
 - (ii) it is authorised under the trust Deed of the Smith Family Trust to enter into this Deed;
 - (iii) it is not in breach of the trust Deed of the Smith Family Trust; and
 - (iv) it has the power under the Deed constituting the Smith Family Trust to execute and perform its obligations under this Deed and all necessary action has been taken to authorise the execution and performance of this Deed under the trust deed constituting the Smith Family Trust.
- (c) If the trustee of the Smith Family Trust is replaced in accordance with the trust Deed of the Smith Family Trust, then:
 - (i) the Minister and the replacement trustee will enter into a new Deed on the same terms as this Deed; and
 - (ii) the Minister and the outgoing trustee will release each other from the requirement to observe and perform any future obligation under this Deed; and
 - (iii) the outgoing trustee will pay the reasonable costs and expenses of the Minister in relation to the replacement of a trustee under this clause.

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 7.

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 7.2, 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 7.2 (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 7.2 then any party that has complied with the provisions of this clause 7 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 7 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 7 for any purpose other than in an attempt to settle the dispute.

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5.7 No prejudice

This clause 7 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 any supply 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 9.

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 or 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 Director-General or the Minister, including any gross up that may be required; and
- (b) the Developer provides a Tax Invoice to the Director-General or the Minister.

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6.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

6.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer will assume the Director-General or the Minister 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 or corporation associated with the Developer, 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 or corporation 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 this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms.

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.

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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.

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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 up to a maximum of \$10,000 (including GST).

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

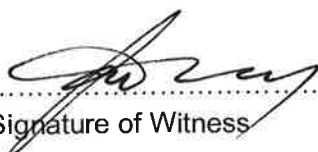
Any notice, demand, consent, approval, request or other communication (notice) to be given under this Deed must be in writing and must be given to the recipient at its Address for Service by being:

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

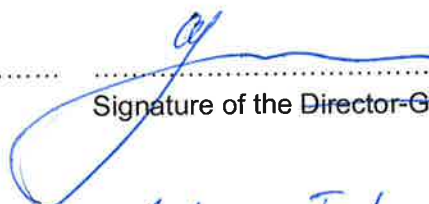
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EXECUTED as a Deed

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

TERRY NATT
Name of Witness in full


Signature of the Director-General *Executive Director
as delegate*

Andrew Jackson
Name

Signed sealed and delivered for **Robert
Leslie Leonard Smith** as trustee for Smith
Family Trust by his attorney,
Anthony Christopher Rumore
who states that he has no notice of the
revocation of Power of Attorney registered
25 October 2013 book 4657 No. 427,
in the presence of:


Signature of Witness

Natalie Anne McFarland
Name of Witness in full


Signature

A. C. RUMORE.
Name

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Signed sealed and delivered for Janette Adele Smith as trustee for Smith Family Trust by her attorney,
Anthony Christopher Rumore who states that he has no notice of the revocation of Power of Attorney registered 25 October 2013 book 4657 No. 427, in the presence of:


Signature of Witness

Natalie Anne McFarland
Name of Witness in full


Signature

Anthony Christopher Rumore
Name **Solicitor**
42 / 2 Park Street, Sydney

Signed sealed and delivered for Trevor Warren Smith as trustee for Smith Family Trust by his attorney,
Anthony Christopher Rumore who states that he has no notice of the revocation of Power of Attorney registered 25 October 2013 book 4657 No. 427, in the presence of:


Signature of Witness

Natalie Anne McFarland
Name of Witness in full


Signature

Anthony Christopher Rumore
Name **Solicitor**
42 / 2 Park Street, Sydney

Signed sealed and delivered for Neil Owen Smith as trustee for Smith Family Trust by his attorney,
Anthony Christopher Rumore who states that he has no notice of the revocation of Power of Attorney registered 25 October 2013 book 4657 No. 427, in the presence of:


Signature of Witness

Natalie Anne McFarland
Name of Witness in full


Signature

Anthony Christopher Rumore
Name **Solicitor**
42 / 2 Park Street, Sydney

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SCHEDULE 1

The Road Work (clause 1.1)

The design of the Richmond Road upgrade to a four lane road (with the provision for a six lane configuration) from the existing four lane road at Bells Creek to the proposed upgrade of the Townson Road intersection upgrade.

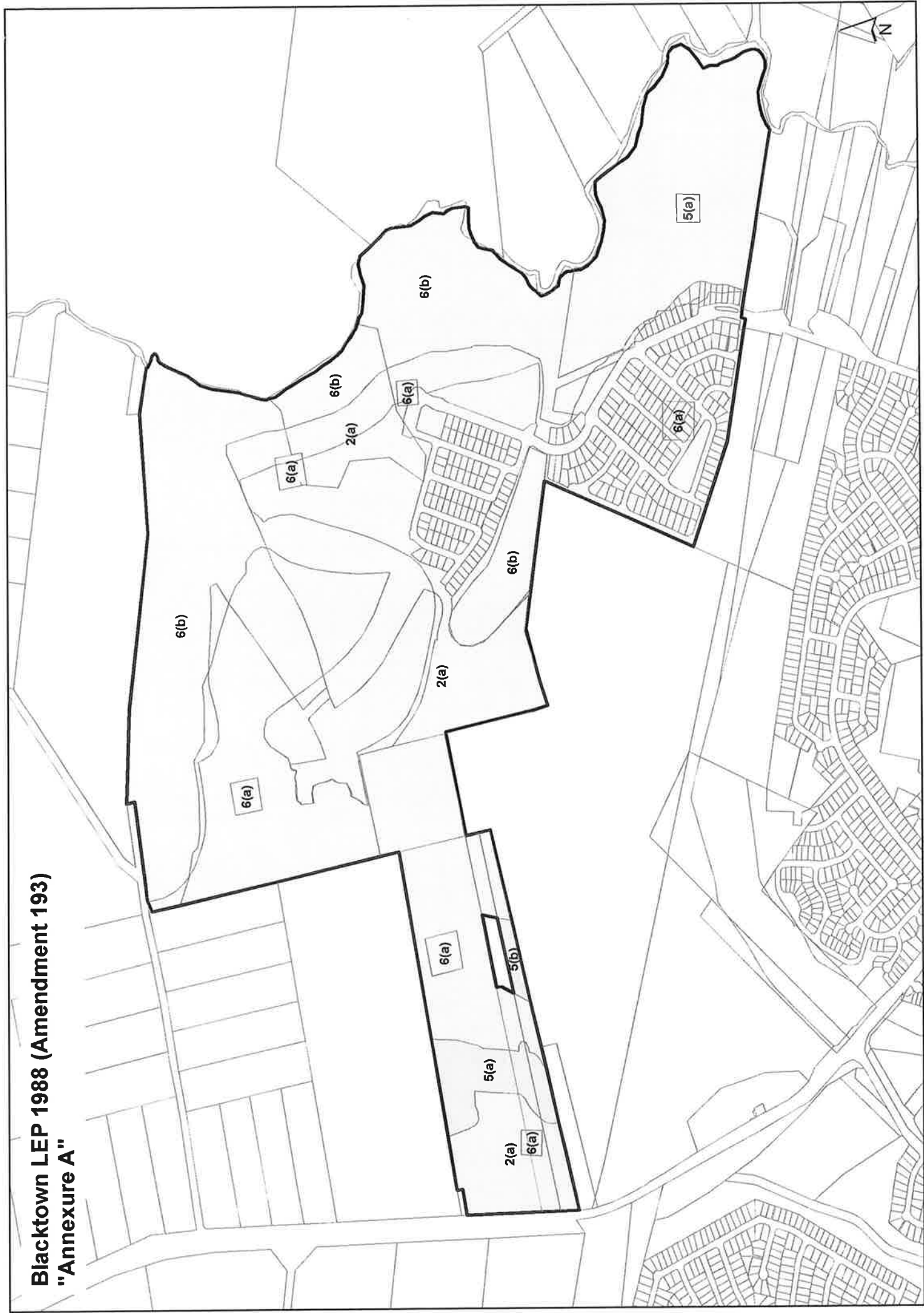
The design of the Richmond Road upgrade includes service relocations and a signalised intersection located opposite the Colebee intersection.

SPECIAL INFRASTRUCTURE CONTRIBUTIONS WORKS-IN-KIND AGREEMENT
Upgrade of Richmond Road from Bells Creek to Townson Road

SCHEDULE 2

Colebee Urban Release Area (clause 1.1)

**Blacktown LEP 1988 (Amendment 193)
"Annexure A"**



SPECIAL INFRASTRUCTURE CONTRIBUTIONS WORKS-IN-KIND AGREEMENT
Upgrade of Richmond Road from Bells Creek to Townson Road

SCHEDULE 3

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: Robert Leonard Leslie Smith and Janette Adele Smith for the Smith
Family Trust (ABN 21 606 567 398)

Address: 799 Richmond Road
Marsden Park, New South Wales, 2765

Facsimile No: (02) 9627 1714