

Minister for Planning and Public Spaces

Landcom

Dahua Group Sydney Project 2 Pty Ltd

Planning Agreement

Section 7.4 of the Environmental Planning
and Assessment Act, 1979 (NSW)



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Date

3 December 2019 

Parties

Minister for Planning and Public Spaces ABN 20 770 707 468 of Level 15, 52 Martin Place, Sydney, New South Wales, 2000 (**Minister**)

Landcom ABN 79 268 260 688 of Level 14, 60 Station Street, Parramatta NSW 2150 (**Landcom**)

Dahua Group Sydney Project 2 Pty Ltd ACN 606 391 235 of Suite 02, Level 20, 201 Elizabeth Street, Sydney NSW 2000 (**Dahua 2**)

Background

- A Landcom owns the Property B Land.
 - B Dahua 2 owns the Property A Land.
 - C Landcom and Dahua 2 have entered into a put and call option agreement for Landcom to sell, and for Dahua 2 to purchase, the Property B Land.
 - D In December 2016, Campbelltown City Council endorsed a planning proposal to amend the LEP to rezone land in Menangle Park, NSW, including the Land, to create the Menangle Park Urban Release Area.
 - E The Developer proposes to carry out the Development on the Land.
 - F Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent for certain land subdivision in an Urban Release Area unless the Secretary has issued a Satisfactory Arrangements Certificate regarding the provision of Designated State Public Infrastructure.
 - G The Developer has offered to enter into this Deed with the Minister to provide the Development Contributions to enable a Satisfactory Arrangements Certificate to be issued for the Development under clause 6.1 of the LEP, subject to compliance with this Deed. For the avoidance of doubt, this Deed only constitutes satisfactory arrangements for a maximum of 3,600 Dwellings on the Land.
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Operative provisions

1 Definitions

In this Deed these terms have the following meanings:

- | | |
|----------------------------------|---|
| Act | the <i>Environmental Planning and Assessment Act 1979</i> (NSW). |
| Additional Dedicated Land | the Land identified under clause 7.1 of the TIC Deed as forming part of the Dedicated Land. |





Address for Service	the address of each party appearing in Schedule 2 of this Deed or any new address notified in writing by any party to all other parties as its new address for service.
Approval	any consent, approval, authorisation, determination, licence, registration, order, permission or concurrence required by Law, including those under this Deed, and includes a Development Consent.
Authority	any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.
Bank Guarantee	<p>an irrevocable and unconditional undertaking without an expiry or end date (except in respect of any undertaking issued by TCorp) in favour of the Minister to pay an amount or amounts of money to the Minister, on demand issued by:</p> <p>(a) one of the following banks:</p> <ul style="list-style-type: none"> (i) Australia and New Zealand Banking Group Limited; (ii) Commonwealth Bank of Australia; (iii) Macquarie Bank Limited; (iv) National Australia Bank Limited; (v) St George Bank Limited; (vi) Westpac Banking Corporation; or <p>(b) any other financial institution approved by the Minister in his absolute discretion; or</p> <p>(c) TCorp.</p>
Business Day	a day on which banks are open for business generally in Sydney, and which is not a Saturday, Sunday or bank or public holiday in Sydney and specifically excluding 27, 28, 29, 30 and 31 December.
Carriageway	has the meaning given to that expression in the TIC Deed.
Completion	has the meaning given to that expression in the TIC Deed.
Claim	any claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent including any claim for compensation arising under the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).
Complying Development Certificate	has the meaning given to that expression in the Act.
Conditions Precedent	has the meaning given to that term in the TIC Deed.
Consent Authority	has the meaning given to that expression in the Act.

Construction Certificate	has the meaning given to that expression in the Act.
Contamination	has the meaning given to it in the <i>Contaminated Land Management Act 1997</i> (NSW).
Costs	includes any liability, loss, cost, fee, charge, expense, Tax, rate, charge, fine, penalty or debt including those incurred in connection with advisers and any compensation payable to any person in accordance with the Law.
Dahua 2	means Dahua Group Sydney Project 2 Pty Ltd ACN 606 391 235 of Suite 02, Level 20, 201 Elizabeth Street, Sydney NSW 2000.
Dahua 3	means Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 922 of Suite 02, Level 20, 201 Elizabeth Street, Sydney NSW 2000.
Dahua 3 Development	means the development identified by the Dahua 3 VPA as the 'Development'.
Dahua 3 VPA	means the voluntary planning agreement between the Minister and Dahua 3 dated on or about the date of this Deed.
Dealing	in relation to the Land, means sell, transfer, assign, or dispose of the Land in whole or part, but excludes the entry by the Developer into a contract for the sale of a Final Lot (including a contract for an "off the plan" sale).
Dedicated Land	means the land to be transferred to RMS under the TIC Deed for the purposes of the Spring Farm Parkway.
Dedicated Land Contribution	means the transfer of the Dedicated Land from the Developer to RMS under the TIC Deed.
Dedicated Land Contribution Value	means the value of the Dedicated Land as determined in accordance with clause 3(b) of Schedule 4 .
Deed	means this document.
Designated State Public Infrastructure	has the meaning given to that expression in the LEP.
Developer	means Landcom and Dahua 2.
Development	the subdivision and other development of the Land for residential, commercial, industrial and related purposes and includes the subdivision of the Land into Final Lots to enable the erection of a maximum of 3600 Dwellings.
Development Application	has the same meaning given to that expression in the Act.
Development Consent	has the same meaning given to that expression in the Act.
Development Contribution	the contributions to be provided by the Developer in accordance with clause 4 and Schedule 4 .

Dwelling	has the meaning given to that expression in the <i>Standard Instrument (Local Environmental Plans) Order 2006</i> .
Education Land	the parts of the Land having an area of approximately 2 hectares to be transferred to the Minister (or to his or her Nominated Transferee) pursuant to clause 4.4 of Schedule 4 and proposed for use as a School, as indicatively shown on the plan at Annexure B .
Education Land Contribution	the transfer of the Education Land by Dahua 2 to the Minister (or his or her Nominated Transferee) pursuant to clause 4.4 of Schedule 4 .
Explanatory Note	means the note exhibited with a copy of this Deed when this Deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.
Final Lot	means any lot created in the Development for separate residential, retail, industrial or commercial occupation and disposition and which is not: <ul style="list-style-type: none"> (a) intended to be further subdivided (including to create a strata or community lot); or (b) a Service Lot or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, and not being a lot created by the subdivision of the Land: <ul style="list-style-type: none"> (c) that is to be dedicated or otherwise transferred to the Minister or his or her Nominated Transferee; or (d) on which is situated a dwelling-house that was in existence at the date of this Deed.
Funding Amount	has the meaning given to that expression in the TIC Deed.
Funding Amount Allocation	has the meaning given to that expression in the TIC Deed.
Greater Macarthur Growth Area	means the area identified as the "Greater Macarthur Growth Area" in the <i>Proposed Special Infrastructure Contribution - Greater Macarthur</i> dated November 2018, as depicted in the plan at Annexure D , or if a SIC Determination is made in respect of the Land, then the area identified in that SIC Determination.
GST	has the same meaning given to that expression in the GST Law.
GST Law	has the meaning given to that expression in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Land	means the parcels of land known as the 'Property A Land' and the 'Property B Land', which land is identified in Schedule 3 .

Law	any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local, and the common law.
LEP	the <i>Campbelltown Local Environmental Plan 2015</i> (NSW).
LRS	NSW Land Registry Services.
Menangle Park Development Area	means the Land and the parcels of land known as the "Land" in the Dahua 3 VPA.
Menangle Park Urban Release Area	the Urban Release Area at Menangle Park, New South Wales.
Milestone 1 Payment	means the Funding Amount Allocation for Milestone 1 under the TIC Deed.
Milestone 2 Payment	means the Funding Amount Allocation for Milestone 2 under the TIC Deed.
Monetary Contribution	a cash payment to the Minister (or RMS) in the amounts required by Schedule 4 .
Nominated Transferee	any person nominated by the Minister to whom the Dedicated Land or the Education Land (as the case may be) is to be transferred under this Deed.
Novation Deed	the Deed attached at Annexure C .
Occupation Certificate	has the meaning given to that expression in the Act.
Overdraft Base Rate	the Commonwealth Bank of Australia's overdraft index rate as usually published by the Bank from time to time. Any change in that rate becomes effective as at the day specified in the relevant publication or, if no day is specified, the day on which the change is first published, or, if there is no such rate at any time, any substitute reference rate published by the Commonwealth Bank of Australia from time to time.
Per Dwelling SIC Amount	has the meaning given to that expression in clause 6(b)(ii) .
Plan of Subdivision	a plan of subdivision within the meaning of section 195 of the <i>Conveyancing Act 1919</i> (NSW).
Planning Agreement	a planning agreement under section 7.4 of the Act.
Real Property Act	the <i>Real Property Act 1900</i> (NSW).
Register	the Torrens title register maintained under the Real Property Act.
Regulation	the <i>Environmental Planning and Assessment Regulation 2000</i> (NSW).

Required Works	has the meaning given to that expression in the TIC Deed.
RMS	Roads and Maritime Services ABN 76 236 371 088, a NSW Government agency and corporation constituted under section 46 of the <i>Transport Administration Act 1988</i> (NSW).
Satisfactory Arrangements Certificate	a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of Designated State Public Infrastructure in accordance with clause 6.1 of the LEP.
School	has the meaning given to that term in the LEP.
School Site Selection Criteria	means the criteria set out in Schedule 6 to this Deed.
Secretary	the Secretary of the Department of Planning, Industry and Environment or any replacement position carrying out the same or a similar role.
Security	has the meaning given to that term in the TIC Deed.
Service Lot	means a registered lot that is created for one or more of the following purposes: <ul style="list-style-type: none"> (a) to be dedicated or otherwise transferred to an Authority; (b) for any public utility undertaking (within the meaning of the <i>Standard Instrument (Local Environmental Plans) Order 2006</i> as at the date of this Deed; (c) for roads, open space, recreation, environmental conservation, water cycle management or riparian land management; or (d) for avoidance of doubt – association property within the meaning of the <i>Community Land Development Act 1989</i> (NSW) that is to be used for any one or more of the purposes set out in (c) above.
SIC	a special infrastructure contribution required in accordance with a SIC Determination.
SIC Credit	has the meaning given to that expression in clause 6 .
SIC Determination	a development contribution (SIC) determined by the Minister in accordance with section 7.23 of the Act for a special contributions area that includes any part of the Land.
Site Audit Statement	means a site audit statement defined under the <i>Contaminated Land Management Act 1997</i> (NSW) which: <ul style="list-style-type: none"> (a) confirms that the land to which the statement relates is free from Contamination; (b) states that the land to which the statement relates is suitable for use for its intended purpose; and (c) does not specify any conditions or restrictions on the use of the land for its intended purpose.

Strata Certificate	has the same meaning given to that expression in the <i>Strata Schemes Development Act 2015</i> (NSW).
Subdivision Certificate	has the same meaning given to that expression in the Act.
Sunset Date	has the meaning given to that term in the TIC Deed.
Tax	a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.
TIC Deed	the Transport Infrastructure Contributions Deed between RMS, Landcom, Dahua 2 and Dahua 3 attached at Annexure A dated on or about the date of this Deed.
Urban Release Area	has the meaning given to that expression in the LEP.

2 Operation and Application of this Deed

2.1 Operation

This Deed will operate once it is signed by the parties.

2.2 Planning agreement under the Act

This Deed is a Planning Agreement governed by Part 7, Division 7.1, Subdivision 2 of the Act.

2.3 Application

This Deed applies to the Land and the Development.

3 Application of Sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent stated in **Schedule 1**.

4 Development Contributions

4.1 Developer to provide Development Contributions

The Developer must provide, or must procure the provision of, the Development Contributions comprising the:

- (a) transfer of the Dedicated Land;
- (b) transfer of the Education Land; and
- (c) payment of the Monetary Contribution,

in accordance with **Schedule 4**.

4.2 Acknowledgment

The Developer acknowledges and agrees that the Minister:

- (a) has no obligation to use or expend, or to require RMS or the Minister's Nominated Transferee (where applicable) to use or expend, the Development Contribution for a particular purpose;
- (b) has no obligation to repay or provide any compensation or payment for the Development Contribution, except as provided for in the TIC Deed; and
- (c) has not made any representation or warranty that, if any part of the Development Contribution is transferred, dedicated or provided to another Authority, the Development Contribution will or must be used for any particular purpose by that or any other Authority.

4.3 Conditions Precedent under the TIC Deed

- (a) The parties acknowledge that the obligation for the Developer to pay all of the Monetary Contribution (Portion 2) is subject to the Conditions Precedent being satisfied (or waived in accordance with the TIC Deed) by the Sunset Date.
- (b) If the Conditions Precedent are not satisfied (or waived in accordance with clause 2.2 of the TIC Deed) by the Sunset Date and the TIC Deed is terminated:
 - (i) the parties agree to negotiate in good faith the implications under this Deed and until such time as this Deed is amended in accordance with **clause 16.4** to address the implications of termination of the TIC Deed, the Developer remains bound by all of the obligations under this Deed, including in relation to all Subdivision Certificate and Construction Certificate caps; and
 - (ii) the Minister may direct RMS retain an amount from the Milestone 1 Payment so that the value of the Development Contributions provided by the Developer as at the date of termination of the TIC Deed is equivalent to the number of Dwellings which are developed or are expected to be delivered as part of the Development on the Land, and from which the Deed has been released and discharged under **clause 10.5** as at the date the TIC Deed was terminated, multiplied by \$25,000 being the notional contribution rate under this Deed.
- (c) For the avoidance of doubt, if the Minister directs RMS retain any amount from the Milestone 1 Payment, that amount may be retained by RMS pursuant to clause 2.1(c)(ii)(B) of the TIC Deed.

4.4 No satisfactory arrangements for over 3600 Dwellings

For the avoidance of doubt, provision of the Development Contributions under this Deed does not enable a Satisfactory Arrangements Certificate to be issued for the subdivision of the Land to develop more than 3,600 Dwellings.

5 Interest for late provision of Monetary Contribution

- (a) If the Developer is required to pay a Monetary Contribution under this Deed and fails to do so on the due date for provision of that Monetary Contribution, the Developer must also pay to the Minister or RMS (as instructed by the Minister) interest on the overdue amount at a rate of 2%

above the Overdraft Base Rate charged by the Commonwealth Bank of Australia from time to time.

- (b) Interest will be payable on the daily balance of amounts due from the due date for provision of those amounts until those amounts (including interest on those amounts) have been paid to the Minister.

6 Effect of future SIC Determination

- (a) This **clause 6** applies if a SIC Determination is made before the Subdivision Certificate or Strata Certificate is issued for the subdivision of land into Final Lots on which the 3600th Dwelling in the Development is to be developed and the Per Dwelling SIC Amount is less than \$25,000.
- (b) Within 20 Business Days of the date the last Development Contribution is made, the Developer is to notify the Minister of:
 - (i) the number of **Post SIC Dwellings** in the Development, being 3,600 less the number of Dwellings for which a Subdivision Certificate or Strata Certificate had been issued as at the date of the SIC Determination;
 - (ii) the amount which is payable per Dwelling under the SIC Determination (or, if the SIC Determination requires contributions to be paid other than on a per Dwelling basis, the total amount of contributions that, but for this Deed, would have been payable for the Development under that SIC Determination, divided by 3600) as at the date of the SIC Determination (**Per Dwelling SIC Amount**); and
 - (iii) the **SIC Credit**, being an amount calculated in accordance with the following formula:
SIC Credit = Post SIC Dwellings multiplied by (\$25,000 less the Per Dwelling SIC Amount)
- (c) Notwithstanding any other provision in this **clause 6**, the SIC Credit accrues to Landcom once all Development Contributions obligations have been fully satisfied and provided that the Developer is not otherwise in material default of any of its obligations under this Deed.
- (d) Once accrued to Landcom, the SIC Credit may be used by Landcom to satisfy an obligation to make a SIC relating to any land which is located within the Greater Macarthur Growth Area.
- (e) Nothing in this **clause 6** entitles the Developer to a cash refund from the Minister for any amount paid under this Deed by the Developer.

7 Effect of termination of TIC Deed

If the TIC Deed is terminated by RMS in accordance with clause 12 of the TIC Deed:

- (a) for the purposes of clause 12.2 of the TIC Deed, in addition to any amount which RMS is entitled to retain under the TIC Deed, the Minister may direct RMS to retain:

(i) all or any sums of money in the hands of RMS in respect of the TIC Deed; and

(ii) all Security provided to RMS under the TIC Deed,

so that the value of the Development Contributions provided by the Developer as at the date of termination of the TIC Deed are equivalent to the number of Dwellings which are developed or are expected to be delivered as part of the Development on the Land, and from which the Deed has been released and discharged under **clause 10.5** as at the date the TIC Deed was terminated, multiplied by \$25,000 being the notional contribution rate under this Deed; and

(b) the parties agree to negotiate in good faith the implications under this Deed and until such time as this Deed is amended in accordance with **clause 16.4** to address the implications of termination of the TIC Deed, the Developer remains bound by all of the obligations under this Deed, including in relation to all Subdivision Certificate and Construction Certificate caps.

8 Publicity

The Developer will not refuse any reasonable request by the Minister to provide copies of photographic montages, plans or other materials in the Developer's possession which are necessary to assist the Minister to publish a media release or announcement about the Development Contributions required under this Deed including the TIC Deed, provided that the Developer holds sufficient intellectual property rights in those materials to allow the Minister to use them for that purpose.

9 Enforcement

9.1 Developer to provide security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligation to provide the Development Contributions under this Deed by:

- (a) registering this Deed on the title of the Land in accordance with **clause 10**;
- (b) providing Security for the Funding Amount, Dedicated Land (including the Additional Dedicated Land) in accordance with the TIC Deed; and
- (c) providing one or more Bank Guarantees to the Minister in accordance with the terms and procedures set out in **clause 4 of Schedule 5**.

9.2 Restrictions on subdivision

- (a) The requirement to pay or make a Development Contribution by a timeframe required in this Deed (as that timeframe may be extended under this Deed) constitutes a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15 of the Act, with the effect that, if the required timeframe for provision of a Development Contribution has passed (or the Developer applies for a Subdivision Certificate which, if issued, would cause that timeframe to pass), a

Subdivision Certificate may not be issued unless and until the requirement to pay or make that Development Contribution has been discharged.

- (b) The Completion and opening of the Carriageway must occur in accordance with the TIC Deed prior to the issue of a Subdivision Certificate in respect of the subdivision of the Land into Final Lots on which the 1800th Dwelling in the Menangle Park Development Area is to be developed as part of the Development or the Dahua 3 Development. The parties agree that this **clause 9.2(b)** constitutes a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15 of the Act.

9.3 Restriction on Construction Certificates

- (a) If, for any reason, the TIC Deed is terminated before the Developer's obligation to provide the Funding Amount and the Dedicated Land has been fully satisfied under the TIC Deed, a Construction Certificate will not be issued for subdivision work and building work comprising the erection of a Dwelling on a Final Lot as part of the Development unless:
 - (i) the Developer has fulfilled its Development Contribution obligations in accordance with **Schedule 4** in so far as they relate to the part of the Land on which the Dwelling is to be erected, including, if applicable, in respect of the timing for the transfer of the Education Land and Dedicated Land; and
 - (ii) Development Contributions of a proportionate value have been made under this Deed and by reference to the notional contribution rate under this Deed of \$25,000 per Dwelling.
- (b) The parties agree that this **clause 9.3** constitutes a restriction on the issue of a Construction Certificate within the meaning of clause 146A of the Regulation.

10 Land ownership and registration of Deed

10.1 Land ownership

- (a) The Developer represents and warrants that:
 - (i) Dahua 2 is the current registered proprietor of the Property A Land;
 - (ii) Landcom is the current registered proprietor of the Property B Land; and
 - (iii) Landcom and Dahua 2 are parties to a put and call option agreement for Landcom to sell, and for Dahua 2 to purchase, the Property B Land.
- (b) The Developer must promptly, and within 5 Business Days, notify the Minister after the option referred to in **clause 10.1(a)(iii)** is exercised, whether by Landcom or Dahua 2.

10.2 Registration of Deed

Within 10 Business Days of receiving a copy of this Deed executed by the Minister, the Developer must, at its expense, take all practical steps and otherwise do anything necessary to procure:

- (a) the consent of each person, as required by the Registrar-General, who:
 - (i) has an estate or interest in the Land registered under the Real Property Act; or
 - (ii) is seized or possessed of an estate or interest in the Land,
 to the registration of this Deed on the title of the Land and to the terms of this Deed;
- (b) the execution of any documents required to enable registration of this Deed on the title of the Land;
- (c) the production of the certificates of title for the Land; and
- (d) the lodgement for registration of this Deed by the Registrar-General in the relevant folios of the Register for the Land.

10.3 Evidence of registration

The Developer must provide the Minister with:

- (a) evidence of the lodgement of this Deed pursuant to **clause 10.2(d)** within 10 Business Days of such lodgement at the LRS; and
- (b) a copy of the relevant folios of the Register and a copy of all registered dealings for the Land within 10 Business Days of registration of this Deed.

10.4 Right to lodge caveat

- (a) Subject to **clause 10.4(b)**, until such time as this Deed is registered on the title of the Land in accordance with **clause 10.2**, the Developer acknowledges that this Deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with **clause 10.4(a)**, then the Minister will do all things reasonably necessary to:
 - (i) ensure that the caveat does not prevent or delay the registration of this Deed or any dealing between Landcom and Dahua 2 arising out of the exercise by Dahua 2 of its option to purchase the Property B Land from Landcom or the exercise by Landcom of its option to sell the Property B Land to Dahua 2; and
 - (ii) remove the caveat from the title to the Land promptly, following registration of this Deed in accordance with **clause 10.2**.
- (c) If the Developer has failed or has been unable to comply with **clause 10.2** within the time frames specified in that clause, the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under **clause 10.4(a)** to lodge and withdraw a caveat(s) (as applicable).

10.5 Release and discharge of Deed

- (a) The Developer will be released from its obligations under this Deed (other than the obligation to grant an easement for batter and drainage under the TIC Deed and the reporting obligations in **clause 15**) once the Developer has satisfied its obligations to provide the Development Contributions in accordance with this Deed.

- (b) After the Developer has satisfied its obligations to provide the Development Contributions in accordance with this Deed, the Minister will do all things reasonably required by the Developer to have the Registrar-General remove this Deed from the relevant folio(s) of the Register.
- (c) From time to time, the Developer may request that the Minister facilitate the progressive release and removal of this Deed from the relevant folio(s) of the Register for any part of the Land for which a Subdivision Certificate or Strata Certificate has been issued. For the avoidance of doubt, a request may be made under this **clause 10.5(c)** in advance of the issue of the relevant Subdivision Certificate or Strata Certificate.
- (d) The request under **clause 10.5(c)** must be accompanied by:
 - (i) a table identifying the number of:
 - (A) Dwellings for which a Subdivision Certificate or a Strata Certificate has been issued for each stage of the Development;
 - (B) Dwellings proposed to be developed as part of the Development on the part of the Land to which the request under **clause 10.5(c)** relates; and
 - (C) Occupation Certificates which have been issued for the Development; and
 - (ii) an aerial photograph of the Development with sufficient detail to show the number of Dwellings on the Land.
- (e) Within 30 Business Days of receipt of a request from the Developer under **clause 10.5(c)** and:
 - (i) any additional period of time during which the Minister, acting reasonably, has requested further information from the Developer which is necessary for the Minister to consider the Developer's request and the Developer has not provided that information; and
 - (ii) for a request made in advance of the issue of a Subdivision Certificate or Strata Certificate, within a further 5 Business Days after the Minister is provided with a copy of the relevant Subdivision Certificate or Strata Certificate,

the Minister must facilitate the release and removal of this Deed from the relevant folio(s) of the Register for the part(s) of the Land forming the subject of the request (except to the extent that the Land comprises the Education Land or Dedicated Land), subject to the Developer satisfying the Minister:

- (iii) that if the required timeframe for provision of a Development Contribution under this Deed (as that timeframe may be extended under this Deed) has passed, that the requirement to pay or make that Development Contribution has been discharged;
- (iv) that:

$$\frac{\$DCV}{\$90,000,000} \geq \frac{N}{3600}$$

Where:

DCV is the value of the Development Contributions which have been provided as at the date of the request; and

N is the number of Dwellings which are developed, or will be developed, on the Land as part of the Development as enabled by the issue of Subdivision Certificate(s) and/or Strata Certificate(s) as at the date of the request; and

- (v) that the Developer is not otherwise in material default of any of its obligations under this Deed.
- (f) The Minister will promptly facilitate the release and removal of this Deed from the relevant folio(s) of the Register for the Dedicated Land and Education Land to enable that land to be transferred to the Minister, RMS or the Minister's Nominated Transferee (as the case may be) in accordance with this Deed.
- (g) Notwithstanding any other provision in this Deed, the Developer must not request a release and discharge of this Deed under this **clause 10.5** for the part of the Land on which the 1801st Dwelling will be developed in the Menangle Park Development Area as part of the Development or the Dahua 3 Development unless the Carriageway is completed and open to be public.
- (h) The Minister may, but has no obligation to, agree to the release and discharge of this Deed on the whole or any part of the Land under this **clause 10.5**, on the basis of Security provided, and contributions paid, for the Milestone 2 Payment under the TIC Deed, in circumstances where a construction contract for the Carriageway has not been awarded.

11 Dispute Resolution

11.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this **clause 11**.

11.2 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 and requiring the dispute be addressed in accordance with this **clause 11**.

11.3 Attempt to resolve

On receipt of a notice under **clause 11.2**, 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.

11.4 Mediation

If the parties do not agree within 21 Business Days of receipt of a notice under **clause 11.2** (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 material steps in those procedures; or

- (c) the selection and compensation of the independent person required for such technique,

then, subject to **clause 11.5**, the parties must mediate the dispute in accordance with the Law Society of NSW's Mediation Program. The parties must, as soon as possible, request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

11.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under **clause 11.2** (or any other period agreed in writing by the parties) then any party which has complied with the provisions of this **clause 11** may, by written notice to the other parties, terminate any dispute resolution process undertaken under this clause and either party may then commence court proceedings in relation to the dispute.

11.6 Use of information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this **clause 11** is to attempt to resolve the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this **clause 11** for any purpose other than in an attempt to resolve the dispute.

11.7 No prejudice

This **clause 11** 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.

11.8 Continued performance of obligations

Despite the existence of a dispute under this **clause 11**, but subject to any order of a court or the agreement of the parties, the parties must continue to perform their obligations under this Deed.

12 GST

12.1 Definitions

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

12.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Law 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.

12.3 Reimbursement

Subject to **clause 16.17(a)**, any payment or reimbursement required to be made under this Deed that is calculated by reference to an amount paid or incurred will be limited to the total amount less the amount of any input tax

credit to which an entity is entitled for the acquisition to which the amount relates.

12.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are exclusive of GST. 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 **clause 12.5**.

12.5 Additional Amounts for GST

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

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

12.6 Non monetary consideration

Clause 12.5 applies to non-monetary consideration.

12.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under **clause 12.5** the Developer will assume the Minister is not entitled to any input tax credit.

12.8 No merger

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

13 Assignment and Dealings

13.1 Assignment or novation by Developer

- (a) Subject to **clause 13.1(d)**, prior to a proposed assignment or novation of its rights or obligations under this Deed, each of the entitles comprising the Developer must seek the written consent of the Minister and:
 - (i) satisfy the Minister, acting reasonably, that the person to whom the Developer's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Developer's obligations under this Deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) satisfy the Minister, acting reasonably, that the Developer is not in material breach of its obligations under this Deed; and
 - (iii) procure the execution of an agreement with the Minister, the Developer and the Incoming Party substantially in the form of the Novation Deed.

- (b) The Minister may impose reasonable conditions on the Minister's entry into the Novation Deed under **clause 13.1(a)(iii)** including requirements that the Incoming Party provide additional security to that identified in **clause 9.1** and that the Incoming Party indemnify the Minister in respect of any breach of this Deed by the Incoming Party.
- (c) The Developer must pay the Minister's reasonable costs incurred under this **clause 13.1** including legal costs and disbursements.
- (d) **Clause 13.1** does not apply to any assignment or novation between the parties arising out of the exercise by Dahua 2 of its option to purchase the Property B Land from Landcom or the exercise by Landcom of its option to sell the Property B Land to Dahua 2.

13.2 Assignment by Minister

The Minister may assign the rights and benefits of this Deed in the Minister's absolute discretion, without the need for consent from the Developer.

13.3 Dealings with the Land

- (a) Subject to **clause 13.3(b)**, none of the entities comprising the Developer may enter into any Dealing with a third party (**Transferee**) relating to its interest in the Land unless before the Dealing is entered into with the Transferee:
 - (i) the Developer satisfies the Minister (acting reasonably) that the proposed Transferee is financially capable of complying with the Developer's obligations under this Deed;
 - (ii) the Transferee enters into a deed in favour of the Minister substantially in the form of the Novation Deed, under which the Transferee agrees to comply with the Developer's obligations under this Deed as if the Transferee was the Developer;
 - (iii) any default by the Developer under this Deed has been remedied by the Developer, unless that default has been waived expressly by the Minister (or RMS as the case may be) in writing; and
 - (iv) the Developer and the Transferee pay all costs reasonably incurred by the Minister in relation to that Dealing, including legal costs on a GST inclusive basis.
- (b) **Clause 13.3(a)** does not apply to:
 - (i) any Dealing between the parties arising out of or in connection with the exercise by Dahua 2 of its option to purchase the Property B Land from Landcom or the exercise by Landcom of its option to sell the Property B Land to Dahua 2;
 - (ii) any portion(s) of the Land in respect of which the Minister has granted a release pursuant to **clauses 10.5(c) to (f)**; and
 - (iii) any Dealing to effect the transfer of the Dedicated Land or Education Land to the Minister or his or her Nominated Transferee in accordance with this Deed.

14 Capacity

14.1 General warranties

- (a) Each party warrants to the other parties that:
 - (i) this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
 - (ii) unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust.
- (b) Each of Dahua 2 and Landcom represents and warrants to the Minister that:
 - (i) it is duly registered and remains in existence;
 - (ii) the execution, delivery and performance of this Deed does not violate its constitution or any Law applying to it;
 - (iii) the execution, delivery and performance of this Deed does not violate any Law, or any document or agreement to which it is a party or which is binding on it or the Land, including any matters or interests not registered on the title of the Land;
 - (iv) any document or agreement to which it is a party or which is binding on it or any of its assets, including any matters or interests not registered on the title of the Land, does not in any way limit its ability to perform its obligations under this Deed; and
 - (v) no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or, to its knowledge, threatened, which, if adversely determined, would or could have a material adverse effect on it or the Land, which has not been advised in writing to the Minister.
- (c) The warranties given by Dahua 2 and Landcom in this **clause 14.1** bind them individually and severally.

14.2 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.

15 Reporting Requirement

- (a) The Developer must provide at least 20 Business Days' written notice to the Minister of any application for a Construction Certificate, Occupation Certificate, Subdivision Certificate or Strata Certificate in relation to the Development.
- (b) If any part of the Development is to be carried out without the need for a Subdivision Certificate, Strata Certificate or a Construction Certificate, and which triggers any obligation n under this Deed, then the Developer must provide at least 20 Business Days' written notice to the Minister of the date of:
 - (i) the proposed commencement of that part of the Development; and
 - (ii) the date of any application for a Complying Development Certificate in respect of that part of the Development.

- (c) On 1 September of each year, until the Development is complete, the Developer must deliver to the Secretary a report which must include those matters set out below:
 - (i) a description of the status of the Development and the provision of the Development Contributions;
 - (ii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iii) an estimated date for when the Developer expects any application for a Subdivision Certificate to be submitted for the Development in respect of any part of the Land;
 - (iv) the estimated and actual number of Dwellings created and Occupation Certificates granted to date as part of the Development
 - (v) an indicative forecast of the number of Dwellings estimated for completion as part of the Development over the next 5 years; and
 - (vi) the actual or expected (as applicable) land uses for the Land as part of the Development.
- (d) Within five Business Days following receipt of a written request from the Secretary, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary, are necessary for the Secretary to assess the status of the Development.

16 General Provisions

16.1 Liability

An obligation of two or more persons binds them separately and together.

16.2 Entire agreement

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.

16.3 Inconsistency

If there is any inconsistency between this document and the TIC Deed, this Deed prevails to the extent of that inconsistency.

16.4 Variation

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

16.5 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.

16.6 Further assurances

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

16.7 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 5.00pm on the specified day, it is taken to have been done on the following Business Day.

16.8 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.

16.9 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.

16.10 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.

16.11 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.

16.12 Counterparts

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

16.13 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.

16.14 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.

16.15 No fetter

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

16.16 Explanatory Note

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

16.17 Costs, expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable GST inclusive legal and valuation costs and GST inclusive disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed.
- (b) The Developer must pay for all reasonable costs and expenses associated with the giving of public notice of this Deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this Deed and any instrument or transaction required or contemplated by or necessary to give effect to this Deed (excluding stamp duty, if applicable, on any transfer of the Education Land or Dedicated Land). The Developer must provide the Minister with bank cheques in respect of the Minister's costs pursuant to **clauses 16.17(a) and (b)**:
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution of this Deed, on the date of execution of this Deed; or
 - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 10 Business Days of demand by the Minister for payment.

16.18 Notices

- (a) 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:
 - (i) hand delivered;
 - (ii) sent by email; or
 - (iii) sent by prepaid ordinary mail within Australia.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery;

- (ii) sent by email during any Business Day, on the date that the sending party's email records indicate the email was sent, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee; or
- (iii) sent by prepaid ordinary mail within Australia, on the date that is 5 Business Days after the date of posting.

16.19 Interpretation

In this Deed unless the context clearly indicates otherwise:

- (a) A reference to the **Minister**, includes a reference to the Secretary and any person specifically nominated by the Minister for the purposes of this Deed or for Planning Agreements generally to which the Minister is a party;
- (b) 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;
- (c) a reference to **legislation**, a **legislative or other instrument** (such as a local environmental plan) or a **legislative provision** includes any modification, amendment, or substitution of that legislation, instrument or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (d) 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;
- (e) 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;
- (f) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this Deed;
- (g) the **schedules** and **annexures** form part of this Deed;
- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **corporation** includes its successors and permitted assigns;
- (k) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Deed;
- (l) an **obligation or warranty** on the part of 2 or more persons (other than the warranties in **clause 14.1**) binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (m) 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;

- (n) **including** and **includes** are not words of limitation;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) **monetary amounts** are expressed in Australian dollars;
- (q) the singular includes the plural and vice-versa;
- (r) words importing one gender include all other genders;
- (s) a reference to a thing includes each part of that thing; and
- (t) 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.

Schedule 1

Requirements under the Act

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

Table 1 – Requirements under section 7.4 of the Act

Requirement under the Act	This Deed
Planning instrument and/or development application – (section 7.4(1)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	<ul style="list-style-type: none"> (a) Yes (b) Yes (c) N/A
Description of land to which this Deed applies – (section 7.4(3)(a))	See Schedule 3
Description of development to which this Deed applies – (section 7.4(3)(b))	The Development as defined in clause 1 .
The scope, timing and manner of delivery of contribution required by this Deed – (section 7.4(3)(c))	See Schedule 4 .
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(3)(d))	The application of sections 7.11 and 7.12 of the Act are not excluded in respect of the Development.
Applicability of section 7.24 of the Act – (section 7.4(3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this Deed if section 7.11 applies – (section 7.4(3)(e))	The Development Contributions to be provided by the Developer under this Deed must not be taken into consideration in determining a development contribution in respect of the Development under section 7.11

Requirement under the Act	This Deed
	of the Act.
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 11.
Enforcement of this Deed – (sections 7.4(3)(g) and 7.6)	See clauses 5, 9.1 and 10.
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 16.15.

Table 2 – Other Matters

Requirement under the Act or Regulation	This Deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 10)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes

Schedule 2

Address for Service (clause 1)

Minister

Contact: The Secretary
Address: Department of Planning, Industry and Environment
320 Pitt Street
SYDNEY NSW 2000
Email: PlanningAgreements@planning.nsw.gov.au

Developer

Dahua 2
Contact: Yuxing (Eric) Li
General Manager
Dahua Australia, Sydney
Address: Suite 2, Level 20, 201-217 Elizabeth Street, Sydney
NSW 2000
Email: eric@dahuaaustralia.com.au

Landcom

Contact: Tasha Burrell
Executive General Manager, Projects
Landcom
Address: Level 14, 60 Station Street, Parramatta NSW 2150
Email: tburrell@landcom.nsw.gov.au

Schedule 3

Land (clause 1)

	Registered Proprietor	Lot	Deposited Plan	Folio Identifier
<i>Property A Land</i>				
1.	Dahua Group Sydney Project 2 Pty Ltd	641	DP600334	641/600334
2.	Dahua Group Sydney Project 2 Pty Ltd	1001	DP1219028	1001/1219028
3.	Dahua Group Sydney Project 2 Pty Ltd	32	DP1101983	32/1101983
4.	Dahua Group Sydney Project 2 Pty Ltd	1	DP598067	1/598067
5.	Dahua Group Sydney Project 2 Pty Ltd	7	DP801774	7/801774
6.	Dahua Group Sydney Project 2 Pty Ltd	1002	DP1234642	1002/1234642
<i>Property B Land</i>				
7.	Landcom	2	DP554242	2/554242
8.	Landcom	59	DP10718	59/10718
9.	Landcom	12	DP251335	12/251335
10.	Landcom	D	DP19853	D/19853
11.	Landcom	32	DP1105615	32/1105615
12.	Landcom	1000	DP1219023	1000/1219023
13.	Landcom	1	DP1091474	1/1091474
14.	Landcom	9	DP249530	9/259530
15.	Landcom	15	DP251335	15/251335
16.	Landcom	17	DP251335	17/251335
17.	Landcom	4	DP628052	4/628052

	Registered Proprietor	Lot	Deposited Plan	Folio Identifier
18.	Landcom	2006	DP1234643	2006/1234643
19.	Landcom	2007	DP1234643	2007/1234643
20.	Landcom	2008	DP1234643	2008/1234643
21.	Landcom	2009	DP1234643	2009/1234643
22.	Landcom	2010	DP1234643	2010/1234643

Schedule 4

Development Contribution (clause 4)

1 Development Contribution

1.1 Provision of Development Contribution

The Developer must provide the following Development Contributions in accordance with this **Schedule 4**:

	Column A: Development Contribution	Column B: Value	Column C: Timing
1	Monetary Contribution (Portion 1)	\$12,000,000	Upon execution of this Deed
2	Monetary Contribution (Portion 2)	The Funding Amount relating to "Property A" and "Property B" payable in accordance with the TIC Deed, being \$63,000,000, or, if another amount is specified as a result of the adjustment to the Funding Amount Allocation pursuant to clause 5.4 of the TIC Deed, then that amount.	In accordance with clause 5 and Column 3 of Annexure B to the TIC Deed.
3	Dedicated Land Contribution	Determined in accordance with clause 3 of this Schedule 4 .	In accordance with clause 7 and Column B of the table in clause 1 of Annexure D to the TIC Deed.
4	Education Land Contribution	Determined in accordance with clause 4.7 of this Schedule 4 .	In accordance with clause 4.4 of this Schedule 4 .
5	Monetary Contribution (Portion 3)	Determined in accordance with clause 2(b) of this Schedule 4 .	On the date the last Development Contribution (other than Monetary Contribution (Portion 3)) is provided under this Deed.

2 Monetary Contributions

(a) The Developer must pay:

- (i) the Monetary Contribution (Portion 1) by way of payment to the Minister of the amount specified in Row 1, Column B of the table in **clause 1** of this **Schedule 4**;

- (ii) the Monetary Contribution (Portion 2) by way of payment of the Funding Amount relating to "Property A" and "Property B" to RMS in accordance with the TIC Deed; and
 - (iii) the Monetary Contribution (Portion 3) by way of payment to the Minister of the amount calculated in accordance with **clause 2(b)** of this **Schedule 4** by the date specified in Row 5, Column C of the table in **clause 1** of this **Schedule 4**.
- (b) Subject to **clause 2(c)** of this **Schedule 4**, the value of Monetary Contribution (Portion 3) is equal to the value of the sum represented by "**MC3**" in the following formula:

$$MC3 = DCV - MC1 - MC2 - DLCV - ELCV$$

Where:

- (i) **DCV** is the agreed total value of the Development Contributions, being **\$90,000,000**.
 - (ii) **MC1** is the value of Monetary Contribution (Portion 1), being **\$12,000,000**;
 - (iii) **MC2** is the value of Monetary Contribution (Portion 2), being **\$63,000,000** or, if another amount is specified as a result of the adjustment to the Funding Amount Allocation pursuant to clause 5.4 of the TIC Deed, then that amount;
 - (iv) **DLCV** is the Dedicated Land Contribution Value; and
 - (v) **ELCV** is the value of the Education Land Contribution determined in accordance with **clause 4.7** of this **Schedule 4**.
- (c) The inclusion of DLCV or ELCV in the above formula is subject to the Dedicated Land or the Education Land (as the case may be) having been duly transferred to RMS or the Minister (or the Minister's Nominated Transferee), as the case may be, in accordance with this Deed or the TIC Deed.
- (d) If the value of "MC3" in the formula at **clause 2(b)** of this **Schedule 4** is a negative number:
- (i) the value of Monetary Contribution (Portion 3) is deemed to be zero;
 - (ii) Landcom will be entitled to a credit for the difference between zero and the value of "MC3", which Landcom may use to satisfy an obligation to make a SIC or another form of monetary development contribution relating to the provision of State or regional public infrastructure in respect of any land which is located within the Greater Macarthur Growth Area; and
 - (iii) nothing in this **clause 2(d)** of this **Schedule 4** entitles the Developer to a cash refund from the Minister.

3 Dedicated Land Contribution

- (a) The Developer must transfer the Dedicated Land in accordance with the TIC Deed.

- (b) The Dedicated Land Contribution Value is to be calculated by reference to the following table, by multiplying the area of the land comprised within the Dedicated Land (including any associated Additional Dedicated Land) as at the date the Dedicated Land was transferred which meets the criteria in the first column of that table by the value of the corresponding rate in the second column

Zoning	Rate
R5 Large Lot Residential	\$100 per m ²
RE1 Public Recreation	\$50 per m ²
R2 Low Density Residential	\$150 per m ²
SP2 Infrastructure	\$50 per m ²

4 Educational Land Contribution

4.1 Subdivision Certificate or Strata Certificate

For the purpose of this **clause 4** of this **Schedule 4**, at least 10 Business Days before a Subdivision Certificate or a Strata Certificate (as the case may be) for the subdivision of land into Final Lots on which the 400th Dwelling in the Menangle Park Development Area will be developed as part of the Development or the Dahua 3 Development is applied for, Dahua 2 must notify the Minister that an application for that Subdivision Certificate or Strata Certificate is intended to be lodged.

4.2 Site Selection

The Education Land shall be located generally at the site shown at Annexure B unless otherwise proposed by Dahua 2 and agreed in writing by the Minister, acting reasonably.

4.3 Site requirements

Unless Dahua 2 proposes and the Minister in his or her sole discretion agrees in writing otherwise, Dahua 2 must:

- (a) provide to the Minister a plan showing the precise boundaries of the land to be transferred as the Education Land;
- (b) ensure that the Education Land when transferred to the Minister (or the Nominated Transferee) satisfies the School Site Selection Criteria;
- (c) ensure that the Education Land when transferred to the Minister (or the Nominated Transferee) is free of all encumbrances, except those encumbrances which, in the Minister's reasonable opinion, do not impede the use of the land for the purposes of a School; and
- (d) ensure that the Education Land when transferred to the Minister (or the Nominated Transferee) is free from Contamination and suitable for its intended use as a School.

4.4 Transfer of the Education Land

- (a) Dahua 2 must (at its cost) prepare and register a Plan of Subdivision to create a separate lot for the Education Land.
- (b) Dahua 2 agrees to:

- (i) deliver to the Minister (or the Nominated Transferee):
 - (A) a form of transfer in respect of the relevant land comprising the Education Land executed by the landowner and in registerable form; and
 - (B) the certificates of title for the relevant part of the Education Land; and
 - (C) a Site Audit Statement for the relevant part of the Education Land;
 - (ii) take any other necessary action (other than paying stamp duty associated with the transfer or contract for sale) to give effect to the transfer of the title of the Education Land to the Transferee free of all encumbrances and affectations (including any charge or liability for rates, taxes and charges).
- (c) Dahua 2 must transfer the Education Land to the Minister (or the Nominated Transferee):
- (i) before Dahua 2 applies for a Subdivision Certificate or a Strata Certificate (as the case may be) for the subdivision of land into Final Lots on which the 800th Dwelling in the Menangle Park Development Area is to be developed as part of the Development or the Dahua 3 Development; or
 - (ii) if the Minister decides in the Minister's sole and absolute discretion, acting reasonably, to defer the timeframe for transfer of the Education Land, by the date notified by the Minister, being a date no later than the earlier of:
 - (A) before Dahua 2 applies for a Subdivision Certificate or a Strata Certificate (as the case may be) for the subdivision of land into Final Lots on which the 1500th Dwelling in the Menangle Park Development Area is to be developed as part of the Development or the Dahua 3 Development; and
 - (B) 1 July 2023.
- (d) Upon transfer, the Education Land will be free from any encumbrances other than service easements and encumbrances excepted under **clause 4.3(c)** of this **Schedule 4**.
- (e) Dahua 2 indemnifies and agrees to keep indemnified the Minister (and the Nominated Transferee) against all claims made against the Minister (and the Nominated Transferee) as a result of any Contamination that is required by an Authority to be cleaned up over the whole or part of the Education Land, but only in relation to Contamination that existed on or before the date that the Education Land is transferred to the Minister (or the Nominated Transferee).

4.5 Site Audit Statement

Dahua 2 agrees in relation to any Site Audit Statement provided to the Minister in accordance with **clause 4.4(b)(i)(C)** of this **Schedule 4**:

- (a) to the extent that it is legally able to do so and where necessary, having obtained the consent of any other party, to assign the Site Audit Statement to the Minister or the Nominated Transferee; and

- (b) to the extent that it is not legally able to assign the Site Audit Statement, to hold its rights and interest in the Site Audit Statement for the benefit of the Minister (or the Nominated Transferee) and must do whatever the Minister reasonably requires to enable the Minister to enjoy that benefit.

4.6 Compulsory Acquisition

- (a) Dahua 2 expressly agrees that **clause 4.6(b)** and **clause 4.6(c)** of this **Schedule 4** operate, to the extent necessary, as a Deed poll in favour of the Nominated Transferee.
- (b) If Dahua 2 does not transfer any part of the Education Land to the Minister or the Nominated Transferee as required by this Deed, Dahua 2 consents to the Minister (or the Nominated Transferee) compulsorily acquiring that part of the Education Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), for the amount of \$1.00.
- (c) Dahua 2 and the Minister and the Nominated Transferee agree that:
 - (i) this **clause 4.6** of this **Schedule 4** is an agreement between them for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) in this **clause 4.6** of this **Schedule 4**, they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (d) If the Minister must pay compensation under Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* to any person, other than Dahua 2, in accordance with the compulsory acquisition arrangements under this **clause 4.6** of this **Schedule 4**, Dahua 2 must reimburse the amount of that compensation to the Minister on request.
- (e) Dahua 2 must ensure that the Education Land is free of all encumbrances and affectations (including any charge or liability for rates, Taxes and charges), on the date that the Minister acquires the Education Land in accordance with this **clause 4.6** of this **Schedule 4**.
- (f) Dahua 2 indemnifies and agrees to keep indemnified the Minister (or the Nominated Transferee) against all Claims made against the Minister (or the Nominated Transferee) as a result of any acquisition by the Minister (or the Nominated Transferee) of the whole or any part of the Education Land under this **clause 4.6** of this **Schedule 4**.
- (g) The Developer must pay the Minister (or the Nominated Transferee), promptly on demand, an amount equal to all Costs, charges or expenses incurred by the Minister (or the Nominated Transferee) acquiring the whole or any part of the Education Land as contemplated by this **clause 4.6** of this **Schedule 4**.
- (h) The Developer indemnifies and agrees to keep indemnified the Minister (or the Nominated Transferee) against all Claims made against the Minister (or the Nominated Transferee) as a result of any Contamination that is required to be cleaned up by an Authority over the whole or part of the Education Land but only in relation to Contamination that existed on or before the date that the Education Land is acquired by the Minister (or the Nominated Transferee).

4.7 Value of Education Land Contribution

The value of the Education Land Contribution is equal to the value of the sum represented by "ELCV" in the following formula:

$$**ELCV = ELR \times LA**$$

Where:

- (a) ELR is \$275; and
- (b) LA is the area of the Education Land in m².

Schedule 5

Security Terms

1 Provision of Security

In order to secure the provision of the Development Contributions in accordance with **Schedule 4**, the Developer will provide security in accordance with this **Schedule 5**.

2 Security for the Development Contributions

The parties agree that the obligation of the Developer to provide the Development Contributions in accordance with **Schedule 4** is secured by:

- (a) **clause 9.1(b)** and **9.2** of this Deed;
- (b) **clause 10** of this Deed;
- (c) **clause 4.6** of **Schedule 4**; and
- (d) **clause 4** of this **Schedule 5**.

3 Security under the TIC Deed

- (a) At the date of this Deed, the Developer (in addition to Dahua 3) have entered into a TIC Deed with RMS in relation to the Required Works.
- (b) The Minister accepts the Security provided by the Developer under the TIC Deed and the Security provided under **clause 4** of this **Schedule 5** as security for the performance of the Developer's obligations under this Deed to provide the Monetary Contribution (Portion 2) and the transfer of the Dedicated Land.

4 Bank Guarantee

- (a) Upon execution of this Deed, the Developer must provide to the Minister one or more Bank Guarantees with a total face value of \$200,000, as security for the provision of the Development Contributions.
- (b) Each Bank Guarantee provided by the Developer to the Minister under this Deed must:
 - (i) name the "Minister for Planning and Public Spaces ABN 20 770 707 468" as the relevant beneficiary; and
 - (ii) not have an expiry date (except in respect of any undertaking issued by TCorp).

- (c) The Minister may call upon any Bank Guarantees or may request RMS to call on any Security under the TIC Deed, where the Developer has failed to comply with this Deed and the Minister may retain monies obtained from that Bank Guarantee or Security and apply those monies towards the costs and expenses incurred by the Minister in rectifying such failures by the Developer. Any expended costs and expenses incurred by the Minister in rectifying such failures by the Developer becomes a debt due and payable promptly on demand.
- (d) Prior to calling upon the Bank Guarantees or Security provided by the Developer under this **Schedule 5**, the Minister must give the Developer not less than 10 Business Days' written notice.
- (e) If the Minister:
 - (i) calls upon the Bank Guarantees or Security in accordance with **clause 4** of this **Schedule 5**; and
 - (ii) applies all or part of the moneys obtained from that call in the manner authorised in **clause 4** of this **Schedule 5**,
then
 - (iii) the Minister must notify the Developer in writing of the amount of the call; and
 - (iv) promptly after receiving that notice, the Developer must provide to the Minister or RMS (as the case may be) a replacement Bank Guarantee or Security to ensure that the Developer complies with **clause 4(a)** of this **Schedule 5**.
- (f) If:
 - (i) the Developer has made the Development Contributions as required by this Deed;
 - (ii) the Developer provides the Minister with written notice containing:
 - (A) evidence that the Monetary Contribution has been paid and the Dedicated Land and Education Land have been transferred; and
 - (B) a request for return of the Bank Guarantees or Security held by the Minister; and
 - (iii) the Minister is satisfied that those circumstances have occurred,
then the Minister must promptly return those Bank Guarantees or Security held by the Minister (less any costs, charges, duties and Taxes payable), or if there has been a call on those Bank Guarantees or Security in accordance with this Deed, the remainder of the monies secured by those Bank Guarantees or Security, to the Developer.
- (g) If any Bank Guarantee from TCorp provided by the Developer pursuant to this **Schedule 5** is expressed as expiring on a certain date, the Developer must provide the Minister with a replacement Bank Guarantee 20 Business Days prior to the expiry of that Bank Guarantee.
- (h) If the Developer fails to provide the Minister with a replacement Bank Guarantee from TCorp in accordance with **clause 4(g)** of this **Schedule 5**, the Minister may call on the full amount of any Bank

Guarantee held by the Minister after giving 10 Business Days prior notice to the Developer.

- (i) The release of a Bank Guarantee or Security under this **Schedule 5** may involve the substitution of a Bank Guarantee or Security with another Bank Guarantee or Security having a different face value.

5 Right to Call for Additional Security

- (a) If the Developer breaches any of its obligations under this Deed, including the TIC Deed or fails to provide, increase or maintain the Bank Guarantee or Security under this Deed including the TIC Deed:
 - (i) any such breach will constitute a material breach of this Deed; and
 - (ii) the Minister may provide written notice to the Developer requesting that the Developer provide a Bank Guarantee to the Minister for an amount determined by the Minister, acting reasonably, that will rectify the Developer's breach of this Deed or the TIC Deed and ensure that sufficient Security is available for the Monetary Contributions, for the transfer of the Dedicated Land and the transfer of the Education Land
- (b) Within 10 Business Days following receipt of a written notice pursuant to **clause 5(a)** of this **Schedule 5**, the Developer must provide the Bank Guarantee to the Minister.

6 Right to Call for Security

If, for any reason:

- (a) RMS does not call on any Security under the TIC Deed;
 - (b) that Security has been relied on by the Secretary to enable to the issue of a Subdivision Certificate or otherwise to allow the Minister to provide a release and discharge of the Deed under **clause 10.5**; and
 - (c) RMS advises the Minister that it does not intend to call on that Security,
- then the Minister may call on that Security for such an amount so that sufficient Development Contributions have been made under this Deed for the number of Dwellings on the Land from which this Deed has been released and discharged.

Schedule 6

School Site Selection Criteria


- the site must be a single lot;
- the nominated site must not have an area less than 2 hectares unless agreed to by Department of Education;
- the site must have a zoning which is a “prescribed zone” under Part 3, Division 3 of the *State Environmental Planning Policy (Infrastructure) 2007* (NSW);
- the site must not adjoin any land which is developed or proposed to be developed for a use which is incompatible with a School;
- the site where possible adjoins land to be used for open space / recreation;
- the site must allow for the provision of appropriate access arrangements for a School;
- the site must be fully serviced with water, sewer, power, telecommunications, local traffic infrastructure (such as kerb, gutter, footpath, intersections, crossings, pedestrian pathways) and such other utilities and service infrastructure as is necessary for a School;
- the shape of the site must be substantially regular;
- the gradient of the site must be no greater than 1 in 10 being relatively flat and of a consistent topography;
- the site must be consistent with the requirements of *Planning for Bushfire Protection 2006* (or any replacement guidelines adopted under the Act from time to time);
- the site must be cleared of native vegetation in accordance with any Approval;
- the site must be well drained;
- the site must have a contiguous area sufficient for school construction;
- the site geotechnical conditions are suitable for building construction;
- the part of the site will be located must be above the 1 in 100-year flood level and have flood free access;
- the site must be free of Contamination which would make the site unsuitable for use as a School;
- the serviced and accessible site is delivered on time;
- a Site Audit Statement must be available in respect of the site confirming the site is suitable for use as a School;
- the site must have road frontage ideally on 3, but not less than 2 sides;
- the site must not be traversed by a road;

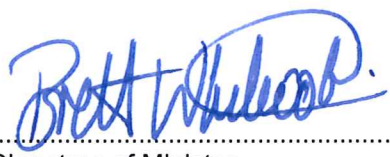
- that effect of noise contours has been considered for the site if near an airport;
- that a heritage report European and aboriginal has been prepared for the site;
and
- the nominated site is to be free from all restrictions/encumbrances (other than those excepted under **clause 4.3(c)** of **Schedule 4**) including but not limited to restrictive covenants, mortgage, leases, easements, overhead transmission lines proximity to above and underground utility services including Australian Standard AS2885.

Execution

Executed as a deed.


Executed by the **Minister for Planning
and Public Spaces** in the presence of:

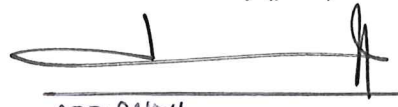

.....
Signature of Witness
AMANDA BEAUMONT
.....
Name of Witness (print)


.....
Signature of Minister
BRETT WHITWORTH
.....
Name of Minister
(As a delegate of the Minister)

Signed, sealed and delivered by
Landcom ABN 79 268 260 688 by the
party's attorney pursuant to power of
attorney registered Book 4749 No 274,
who states that no notice of revocation of
the power of attorney has been received
in the presence of:


.....
Witness
RACHEL GRALTON
.....
Name of Witness (print)


.....
Attorney
Sandra Lee
Executive General Manager
Legal & Compliance
.....
Name of Attorney (print)


.....
ATTORNEY
TASNA BURRELL EGM PROJECTS
.....
NAME OF ATTORNEY

EXECUTED by Dahua Group Sydney)
Project 2 Pty Ltd ACN 606 391 235 in)
accordance with s127(1) of the)
Corporations Act 2001 (Cth):)



.....
~~Company Secretary~~/Director

Ye Fan

.....
Name of ~~Company Secretary~~/Director
(print)



.....
Director

Yuxing Li

.....
Name of Director (print)

Annexure A

TIC Deed

Roads and Maritime Services

Landcom

Dahua Group Sydney Project 2 Pty Ltd

Dahua Group Sydney Project 3 Pty Ltd

Menangle Park - Spring Farm Parkway Transport Infrastructure Contributions Deed

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Date

Parties

Roads and Maritime Services ABN 76 236 371 088 of 20-44 Ennis Road Milsons Point NSW 2061 (**RMS**)

Landcom ABN 79 268 260 688 of Level 14, 60 Station Street, Parramatta NSW 2150 (**Landcom**)

Dahua Group Sydney Project 2 Pty Ltd (ABN 80 606 391 235) of Suite 20.02, Level 20, 201-217 Elizabeth Street, Sydney NSW 2000 (**Dahua 2**)

Dahua Group Sydney Project 3 Pty Ltd (ABN 49 606 391 922) of Suite 20.02, Level 20, 201-217 Elizabeth Street, Sydney NSW 2000 (**Dahua 3**)

Background

- A Landcom owns the Property B Land.
- B Dahua 2 and Dahua 3 respectively own the Property A Land and the Dahua Land.
- C Landcom and Dahua 2 have entered into a put and call option agreement for Landcom to sell, and for Dahua 2 to purchase, the Property B Land.
- D Landcom and the Dahua Group have agreed to contribute to the funding, procuring and carrying out of the Required Works.
- E To facilitate the delivery of the Required Works, Landcom and Dahua 3 will:
 - (a) pay, or pay and provide Security for, the Funding Amount to RMS upon satisfaction of the Milestones; and
 - (b) transfer the Dedicated Land to RMS,in accordance with this Deed.
- F Initial funding for development of the Project to Final Business Case and delivery readiness will be made from the Housing Acceleration Fund Round 4 contribution of \$30 million committed to planning and construction of the Project.
- G The combined contributions from Landcom and Dahua 3 to the funding of the Required Works is capped at \$86 million and Housing Acceleration Fund Round 4 contributions to the funding of the Required Works is capped at \$30 million, unless otherwise agreed in writing between RMS, Landcom, Dahua 3 and the Department.
- H RMS will carry out the Required Works in accordance with this Deed.
- I The objective of the Required Works is to provide access to support the Development.

- J RMS will undertake project development and work within the INSW assurance gateway framework to confirm the specifications, project estimate and program for delivery of the Project.
 - K While the Landcom design and cross-section is being used generally as a guide for the Required Works, both can be varied to facilitate delivery of the Project within the total amount of funding available.
 - L The parties will agree an indicative program for the procurement and Final Completion of the Required Works.
 - M RMS will use best endeavours to complete the Carriageway and as much of the other Required Works as possible by the Target End Date, up to the total amount of funding available for the Required Works and subject to the terms of this Deed.
 - N Landcom's and the Dahua Group's contribution to the funding, procuring and carrying out of the Required Works and the value of the Dedicated Land to be transferred to RMS are provided as part of arrangements which are intended to enable the Secretary of the Department of Planning and Environment to issue Satisfactory Arrangements Certificates regarding the provision of Designated State Public Infrastructure under clause 6.1 of the *Campbelltown Local Environmental Plan 2015 (NSW)* for the Development.
 - O The parties have otherwise agreed to the matters in this Deed.
-

Agreed terms

1 Interpretation

1.1 Definitions

In this Deed these terms have the following meanings:

Additional Dedicated Land means

- (a) those parts of the Available Land which is identified by RMS, acting reasonably; and
- (b) and any other land agreed between the parties in writing,

as set out in a Dedication Notice served in accordance with **clause 7.1(c)** as forming part of the Dedicated Land to be transferred to RMS under this Deed.

Approval means any consent, approval, authorisation, determination, licence, registration, order, permission or concurrence required by any Law required for the commencement, execution, Completion or use of the Required Works.

Authorised Representative means a person identified in **clause 10.1(b)** in respect of a party, or such replacement person as notified by a party in accordance with **clause 10.1(c)**.

Available Land means land within the area bounded by a red line as shown on the map in **Annexure H**, as may be amended by agreement between the parties from time to time, including under **clause 7.1(b)**.

Business Day means a day on which banks are open for business generally in New South Wales, other than a Saturday, Sunday or public holiday in New South Wales and specifically excluding 27, 28, 29, 30 and 31 December.

Carriageway means a sealed road which delivers a minimum satisfactory level of public vehicular access through the length of the Spring Farm Parkway Stage One roadway to the Menangle Park Urban Release Area to enable development of the Menangle Park Urban Release Area.

Completion means that the Required Works have been completed to the relevant percentage as specified for each Milestone set out in Column 2 in **Annexure B**, as determined by RMS acting reasonably and evidenced by the status reports given by RMS under **clause 9.1**.

Conditions Precedent has the meaning set out in **clause 2.1(b)**.

Contamination has the same meaning as in section 5 of the *Contaminated Land Management Act 1997* (NSW), including hazardous materials such as asbestos in structures and soil.

Cost of the Required Works means the total cost incurred by RMS in carrying out the Required Works and the strategic planning for Stage 2 Spring Farm Parkway, including RMS' overhead costs for project management, and the cost of external consultants, in accordance with this Deed.

Council means Campbelltown City Council.

Dahua Group means Dahua 2 and Dahua 3.

Dahua Land means the land identified in section 3 of **Annexure C**.

Dedicated Land means the land identified in the table in **Annexure D**.

Dedication Notice has the meaning given to that expression in **clause 7.1**.

Deliverables means all design documentation, including final as-executed drawings, created for or in connection with the Required Works, and all drawings, sketches, specifications, calculations, digital records, data, studies, investigations, and other documents and information used in the design and construction of the Required Works.

Department means the Department of Planning & Environment.

Detailed Design Cost Estimate means an estimate of the Cost of the Required Works prepared on the basis of detailed design documentation for the Required Works and which incorporates a contingency which is reasonable and typical for detailed design estimates as determined by RMS having regard to projects of a similar nature and risk.

Developer means any party which is the registered proprietor of any part of the Property A Land, the Property B Land or the Dahua Land.

Development means the subdivision and development of the Land for residential, commercial and related purposes.

Development Consent has the same meaning given to that expression in the *Environmental Planning and Assessment Act 1979*.

Easement Area means any part of the Land burdened by one or more Works Easements indicatively as the land bounded by the green line on the plan at **Annexure H**.

Environmental Law means any law relating to the environment.

Environmental Notice means any direction, order, demand, notice, declaration or other requirement from any Government Agency (whether written or oral) under an Environmental Law.

Final Business Case means the description of the Required Works and anticipated cost estimate for the Required Works set out in the Project's final business case submitted to NSW for assurance review and NSW Government approval.

Final Completion means that the Required Works have been finally completed with no defects or omissions, except for defects not known, as notified to each of the Developers in the Final Completion Notice or, if no Final Completion Notice is given, as evidenced by the status reports given by RMS under **clause 9.1**.

Final Completion Notice means a notice issued under **clause 4.1(e)(i)**.

Final Lot means any lot created in the Development for separate residential, retail or commercial occupation and disposition and which is not:

- (a) intended to be further subdivided (including to create a strata or community lot);
- (b) a Service Lot or a lot of a kind created for a purpose that is otherwise agreed by the Minister for Planning and the Developer;
- (c) to be dedicated or otherwise transferred to the Minister for Planning, or his or her nominated transferee;
- (d) a lot on which a dwelling house is situated that was in existence at the date of this Deed.

Funding Amount means the total amount of funding to be contributed by Landcom and the Dahua Group under this Deed, being the grand total set out in **Annexure B**, subject to any variation agreed between the parties in the course of Spring Farm SRG discussions and any notice from RMS pursuant to **clause 5.2(c)**.

Funding Amount Allocation means each allocation of the Funding Amount applicable to a Milestone, as set out in Column 3 of the table in **Annexure B**, subject to any variation agreed between the parties in the course of Spring Farm SRG discussions and any notice from RMS pursuant to **clause 5.2(c)**.

Funding Amount End Notice means a notice issued under **clause 4.1(e)(ii)**.

Funding Date means for each Funding Amount Allocation, the date set out in Column 2 of the table in **Annexure B**.

Funding Party means the party liable to pay the relevant Funding Amount Allocation as set out in Column 4 of the table in **Annexure B**.

Government Agency means a department of State, statutory or public authority, instrumentality, statutory corporation, body or person whether Commonwealth, State, territorial or local.

GST has the meaning as given to in **clause 13.1**.

HAF means the Housing Acceleration Fund.

HAF Funding means the contributions from the Housing Acceleration Fund Round 4 to the funding of the Required Works.

Indicative Program has the meaning given to it in **clause 4.3**.

INSW means Infrastructure NSW.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, know-how, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of those rights.

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

Land means the Dahua Land, the Property A Land and the Property B Land.

Land Notification Date means the date that is 6 months after the date of execution of this Deed.

Law means:

- (a) any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local;
- (b) the common law;
- (c) any Approval (including any condition or requirement under an Approval); and
- (d) any standards, criteria and guidelines made or approved by the NSW Environment Protection Authority in relation to Contamination or the Remediation of Contamination.

Lease means the lease of the Lease Land between the owner of the Lease Land (as lessor) and RMS (as lessee) for the purposes of carrying out the Required Works on the terms set out in **Annexure G**.

Lease Land means the land generally identified as bounded by the red line the plan in **Annexure E**, being land owned by Landcom, Dahua 2 or Dahua 3 and required by RMS to construct the Required Works, as varied from time to time pursuant to the Lease.

Liability means any damage, loss, loss of use, liability, cost, charge, expense (including legal costs), outgoing or payment suffered or incurred by the relevant party.

Menangle Park Urban Release Area means the Urban Release Area at Menangle Park, New South Wales.

Milestone means each milestone as set out in Column 1 of the table in **Annexure B**.

Personnel means the employees, agents, officers, contractors, subcontractors, suppliers, consultants and invitees of RMS, Landcom or the Dahua Group (as applicable).

Preliminary Assessment means the stage 1 preliminary site investigation assessment carried out on behalf of RMS by JBS&G Australia Pty Ltd dated 8 August 2017.

Preliminary Design Plans means indicative concept plans prepared by Jacobs copies of which are attached at **Annexure A**.

Project means the Stage One Spring Farm Parkway Project, which includes the strategic planning and delivery of the Required Works.

Property A Land means the land identified in section 1 of **Annexure C**.

Property B Land means the land identified in section 2 of **Annexure C**.

Relevant VPAs means one or more voluntary planning agreements between the Minister for Planning and Landcom or Dahua 2 or Dahua 3 or a combination of them, in relation to all (or substantially all) of the Land.

Remediation means any clean up, remediation or restoration measures relating to any Contamination with respect to the Dedicated Land, whether in existence prior to, on or after the date of this Deed, including any remediation required under any Environmental Notice or under any Law in relation to such Contamination.

Required Works means the activities and works set out in **Annexure A – section 1 Description**.

Security or Securities means:

- (a) for the Dahua Group – an unconditional undertaking or certificate in a form acceptable to RMS and given by a bank or other financial institution regulated by the Australian Prudential Regulation Authority and acceptable to RMS;
- (b) for Landcom – a letter of undertaking in a form acceptable to RMS and naming the Minister for Planning and the Department as beneficiaries.

Service Lot means a registered lot that is created for one or more of the following purposes:

- (a) to be dedicated or otherwise transferred to an Government Authority;
- (b) for any public utility undertaking (within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Deed;
- (c) for roads, open space, recreation, environmental conservation, water cycle management or riparian land management;
- (d) for avoidance of doubt – association property within the meaning of the *Community Land Development Act 1989* (NSW) that is to be used for any one or more of the purposes set out in (c) above.

Specifications means the specifications generally described in Section 2 of **Annexure A**.

Spring Farm SRG means the Spring Farm Stakeholder Reference Group set up pursuant to **clause 4.4**.

Sunset Date means 15 months after the date this Deed is executed.

Target End Date means:

- (a) if the Relevant VPAs are executed before 3 February 2020, the date that is:
 - (i) 33 months after the date on which Relevant VPAs have been executed by the parties to the Relevant VPAs; or
 - (ii) 48 months from the date this Deed is executed by the parties, whichever is the latest; or
- (b) if the Relevant VPAs are executed on or after 3 February 2020, the date that is up to:
 - (iii) 36 months after the date on which Relevant VPAs have been executed by the parties to the Relevant VPAs; or
 - (iv) 51 months from the date this Deed is executed by the parties, whichever is the latest.

Terms of Reference means the Spring Farm SRG terms of reference generally in the form set out in **Annexure F**.

Urban Release Area has the meaning given to that expression in the *Campbelltown Local Environmental Plan 2015* (NSW).

Works Easement means an easement over Easement Area for the benefit of the Dedicated Land or an easement in gross for the benefit of one or more Government Agencies, which is required:

- (a) to maintain the slope and stability of land adjoining the Required Works and the support provided to the Required Works (**easement for batters**); or
- (b) for the purposes of draining water (**easement for drainage**), or
- (c) for both (a) and (b) above,

on the terms set out in **Annexure I** subject to the drafting notes in **Annexure I** as applicable to the particular Works Easement in each case.

Works End Date means the earlier of the date on which:

- (a) Final Completion of the Required Works has occurred; or
- (b) all of the Funding Amount and HAF Funding have been spent on the Required Works.

1.2 Interpretation

In this Deed:

- (a) if any clause of this Deed is genuinely capable of different interpretations, the interpretation which reflects the intentions of the parties as set out in **clause 3** is to be preferred;
- (b) clause headings are for convenience only and will be ignored in the interpretation of this Deed;
- (c) references to a party include the successors and permitted assigns of that party;
- (d) words importing the singular include the plural and words importing the plural include the singular;
- (e) words importing a person include a corporation, firm or body corporate;
- (f) nothing contained in this Deed will be deemed or construed as creating the relationship of partnership or joint venture of any kind;
- (g) references to a month mean a calendar month;
- (h) references to any document include any permitted amendment, supplement to or replacement or novation of this Deed;
- (i) references to any legislation or to any section or provision of any legislation includes any:
 - (i) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision;
 - (ii) ordinances, by-laws, regulations and other statutory provision substituted for that legislation, section or provision;
- (j) no waiver of any breach of this Deed or of any of its terms will be effective unless the waiver is in writing and signed by the party against whom the waiver is claimed, and no waiver of any breach will operate as a waiver of any other breach or subsequent breach;

- (k) other grammatical forms of defined words or expressions have corresponding meanings; and
- (l) 'including' and similar expressions are not words of limitation.

1.3 A party and its Personnel

If this Deed requires a party to do or not do something, that party must ensure that its Personnel do or not do that thing, as the case may be.

1.4 Order of precedence

In the event of any inconsistency between this Deed and a Relevant VPA, the Relevant VPA prevails to the extent of any inconsistency.

2 Operation of this Deed

2.1 Conditions Precedent

- (a) This Deed commences on the date of this Deed except for the following provisions, which will not commence unless and until the Conditions Precedent have been satisfied (or waived in accordance with **clause 2.2**):
 - (i) clause 4 (Required Works);
 - (ii) clause 5.2 (Milestone 2)
 - (iii) clause 5.3 (Security in lieu of payment for Milestone 2);
 - (iv) clause 5.4 (Reconciliation);
 - (v) clause 7.2 (Subdivision or Boundary Adjustment of Additional Dedicated Land);
 - (vi) clause 7.3 (Transfer of Dedicated Land);
 - (vii) clause 8 (Easement for Batter or Drainage);
 - (viii) clause 9 (Reporting by RMS); and
 - (ix) Annexure B (Milestones and Contributions) (except in respect of Milestone 1).
- (b) The Conditions Precedent are:
 - (i) the associated funding request from HAF for the HAF Funding for carrying out the Required Works be approved by the NSW Government; and
 - (ii) the Relevant VPAs are executed by the parties to the Relevant VPAs.
- (c) If the Conditions Precedent are not satisfied (or waived in accordance with **clause 2.2**) by the Sunset Date then:
 - (i) any party may terminate this Deed immediately on written notice to the other parties and the Department;

- (ii) within 20 Business Days of the termination of this Deed pursuant to **clause 2.1(c)(i)**, RMS must repay to Landcom any part of the Milestone 1 Payment less the total of the following amounts:
 - (A) any amount which RMS has committed or spent; and
 - (B) any amount which is specified in the Relevant VPAs as an amount which may be retained for the purposes of this **clause 2.1(c)(ii)(B)**.
- (iii) no party is entitled to make any claim against another arising out of or in connection with the termination of this Deed under **clause 2.1(c)(i)**.

2.2 Waiver of Conditions Precedent

The parties agree that:

- (a) the Condition Precedent in **clause 2.1(b)(i)** is for the sole benefit of RMS and may only be waived in writing by RMS to Landcom and the Dahua Group (in its absolute and sole discretion); and
- (b) the Condition Precedent in **clause 2.1(b)(ii)** is for the benefit of Landcom and the Dahua Group jointly, and may only be waived in writing by Landcom and the Dahua Group jointly to RMS (in their absolute discretion).

3 Intention of the parties

3.1 General intent

The general intention of the parties in entering into this Deed is to formalise the agreement reached between the parties on the various matters referred to in the background section of this Deed.

3.2 Specific intent

The specific intent of the parties in entering into this Deed is (subject to the limitations and conditions set out in this Deed) to set out the process for:

- (a) the carrying out of the Required Works by RMS;
- (b) the payment of the Funding Amount by Landcom and Dahua 3 to RMS;
and
- (c) the transfer of the Dedicated Land by Landcom and Dahua 2 to RMS,
in accordance with, and subject to, this Deed.

4 Required Works

4.1 Carrying out of the Required Works

- (a) RMS must:

- (i) use best endeavours to procure the carrying out of as much of the Required Works as possible (whilst prioritising delivery of the Carriageway) up to the total of the Funding Amount and the HAF Funding available for the Required Works in accordance with the Indicative Program; and
 - (ii) in carrying out the Required Works, comply with all Approvals, Laws and requirements of all Government Agencies affecting the Required Works.
- (b) RMS is not required to expend more money on the Required Works than the total of the Funding Amount and the HAF Funding received by it for the Required Works and may elect, subject to **Annexure F**, to vary the specifications of the Required Works to ensure that the balance of the Required Works can be carried out for an amount equal to or less than the total of the Funding Amount and the HAF Funding received by RMS.
- (c) Without limiting the terms of **Annexure F**, RMS will consider any recommendations from Dahua 2 or Dahua 3 and Landcom on the concept design for the Required Works and any recommendations which are agreed by RMS prior to submission of the Final Business Case for NSW Government approval will be documented in the Final Business Case. Dahua 2, Dahua 3 and Landcom acknowledge that RMS may propose changes to the timing set out for the carrying out and Completion of the Required Works in the Indicative Program to take into account of delays, including delays beyond the control of RMS such as delays on the part of the Developers in paying the Funding Amount or in transferring the Dedicated Land to RMS, or to the commencement of the Relevant VPAs promptly after the commencement of this Deed.
- (d) At a minimum, and notwithstanding anything else in this Deed, the Carriageway will be delivered to ensure vehicular access via a public road or road to be dedicated as a public road to the Property A Land, the Property B Land and the Dahua Land for the Development.
- (e) RMS must issue to each of the Developers:
 - (i) a Final Completion Notice as soon as reasonably practicable after Final Completion of the Required Works has occurred; and
 - (ii) a Funding Amount End Notice as soon as reasonably practicable after all of the Funding Amount and the HAF Funding have been spent, if the Required Works have not been completed at that time and RMS is unable to complete the Required Works.
- (f) RMS must ensure that the land comprising the Carriageway, and as much of any other Required Works as is reasonably practicable, is dedicated as a public road under the *Roads Act 1993* as soon as practicable after the Target End Date or, if that is not practicable, then as soon as practicable after that date (having regard to the terms of this Deed).

4.2 Acknowledgement

The parties acknowledge and agree that:

- (a) RMS is solely responsible for, and takes all risks with respect to:
 - (i) obtaining all Approvals which are relevant in order to carry out the Required Works; and
 - (ii) the procurement, design, construction, security, safety and insurance of the Required Works;
- (b) RMS is not responsible for:
 - (i) Landcom's and Dahua 3's obligations with respect to contributing to the funding of the Required Works in accordance with this Deed;
 - (ii) the cost of any additional works requested of RMS by Landcom or the Dahua Group; and
 - (iii) providing or obtaining any additional funding for the Required Works;
- (c) the Required Works do not include the provision of noise walls and provision for noise walls has not been made in the Dedicated Land;
- (d) the Dahua Group and Landcom are solely responsible for, and take all risks with respect to:
 - (i) obtaining all Approvals which are relevant in order to construct any noise walls which may be required along the Carriageway; and
 - (ii) the procurement, design, construction, security, safety and insurance of any noise walls which may be required along the Carriageway;
- (e) in carrying out the Development, the Dahua Group and Landcom must prevent runoff (both piped and overland) from Catchment A and Catchment C as shown on the plan in **Annexure J** discharging onto the Carriageway via Spine Road for storm events up to 1% (1 in 100) annual exceedance probability in intensity;
- (f) the final concept design and the anticipated Cost of the Required Works (inclusive of a reasonable contingency) based on final concept design (not detailed design) will be set out in the Project's Final Business Case submitted to INSW for assurance review and NSW Government Approval; and
- (g) this Deed is not to be construed in any way as a contract for the provision of construction work in respect of the Required Works or otherwise. Notwithstanding that the parties agree that this Deed is not a construction contract, the parties agree that if this Deed is found to be a construction contract, it is a construction contract under which it is agreed that the consideration payable for construction work carried out under the contract is to be calculated otherwise than by reference to the

value of the work carried out or the value of the goods and services supplied.

4.3 Indicative Program

- (a) RMS agrees to prepare an indicative program:
 - (i) identifying the Target End Date for the opening of the Carriageway to traffic and completion of as much of the other Required Works as possible; and
 - (ii) which addresses the timing for the carrying out, completion and Final Completion of the Required Works (in particular the anticipated timing for each of the Milestones).

(the Indicative Program)

- (b) If it appears unlikely that all of the Required Works will be Completed by the Target End Date, the parties must meet and negotiate in good faith to agree arrangements which will enable the Carriageway (as a priority) and as much of the other Required Works as possible to be completed before the Target End Date or, if that is not possible, as soon as possible after the Target End Date.

4.4 Formation of Spring Farm SRG

The parties agree to form a Spring Farm SRG to meet and discuss any issues arising out of this Deed, or during the course of the carrying out of the Required Works, in accordance with the Terms of Reference.

4.5 Intellectual Property Rights in the Deliverables

The parties acknowledge and agree that RMS owns all of the Intellectual Property Rights in the Deliverables.

5 Payment and administration of Funding Amount

5.1 Milestone 1

Landcom must pay the Funding Amount Allocation for Milestone 1 on the Funding Date.

5.2 Milestone 2

- (a) Landcom and Dahua 3 must pay the Funding Amount Allocations for Milestone 2 to RMS on or by the Funding Date in accordance with and subject to this **clause 5**.
- (b) Other than Milestone 1, Landcom and Dahua 3 have no obligation to pay any Funding Amount Allocation to RMS until RMS has complied with **clause 5.2(c)**.
- (c) Each of Landcom and Dahua 3 will pay the relevant Funding Amount Allocation to RMS after each of the following has occurred:
 - (i) for each Milestone, RMS has served a written notice on Landcom and Dahua 3 requiring payment of the Funding Amount Allocation,

by a date that is no earlier than 8 weeks prior to the Funding Date and at least 4 weeks prior to the Funding Date unless otherwise agreed. RMS acknowledges that if it does not serve the required notice on Landcom and Dahua 3 at least 4 weeks prior to a Funding Date, an adjustment to the relevant Funding Date to provide a minimum of 4 weeks' notice will be made in order to facilitate Landcom and Dahua 3's compliance with the requirement for the payment of the relevant Funding Amount Allocation; and

- (ii) RMS has provided Landcom and Dahua 3 (as the case may be) with a valid tax invoice in respect of the relevant amount.
- (d) Landcom and Dahua 3 agree that the report provided by RMS under **clause 9.1** is reasonable evidence of achievement, and anticipated achievement, of the relevant Milestone.

5.3 Security in lieu of payment for Milestone 2

- (a) Subject to **clause 5.2**, on or before the Funding Date in respect of Milestone 2, each of Landcom and Dahua 3 must either:
 - (i) pay to RMS the total Funding Amount Allocation applicable to Milestone 2; or
 - (ii) pay to RMS the Funding Amount Allocation applicable to Milestone 2a and provide Security in an amount equal to the total Funding Amount Allocation for Milestones 2b to 2d payable by the party in Column 5 of the table in **Annexure B**.
- (b) Each of Landcom and Dahua 3 may provide multiple Securities to RMS provided:
 - (i) the amount of each Security reflects the Funding Amount Allocation payable for the relevant sub-milestone under Milestone 2;
 - (ii) the total amount of the Securities equals the total Funding Amount Allocation payable by that party for Milestones 2b to 2d; and
 - (iii) all Securities are provided by the Funding Date for Milestone 2.
- (c) Where **clause 5.3(a)(ii)** applies:
 - (i) Landcom and Dahua 3 must pay to RMS the Funding Amount Allocation for each of Milestones 2b to 2d by no later than the Funding Date for each of those Milestones; and
 - (ii) Within 20 Business Days of receipt of the whole of the Funding Amount Allocation for each of Milestone 2b to 2d, RMS must return the relevant Security for that Funding Amount Allocation to Landcom and Dahua 3, as the case may be. RMS must use all reasonable endeavours to return the relevant Security as soon as possible within the 20 Business Day period.

- (d) If Landcom or Dahua 3 breach any of their respective obligations to pay all or part of their Funding Amount Allocations under this Deed, RMS may immediately call on the Security or Securities provided by the relevant party without notice in order to obtain all or part of the Funding Amount Allocation which is due and payable at that time.
- (e) If Dahua 3 provides Security to RMS, Dahua 3 agrees that RMS may, at any time prior to RMS calling on the Security or the Security is returned to Dahua 3, require Dahua 3 to replace the Security if the credit rating of the bank or financial institution changes after the date the Security was issued.

5.4 Adjustment to Funding Amount Allocation

- (a) The parties acknowledge and agree that:
 - (i) upon finalisation of the detailed design for the Required Works by RMS, RMS must prepare the Detailed Design Cost Estimate and provide it to Landcom, Dahua 3 and the Department; and
 - (ii) if the total amount identified in the Detailed Design Cost Estimate as the estimated cost of the Required Works is less than the grand total Funding Amount set out in **Annexure B**, then within 15 Business Days of finalisation of the detailed design for the Required Works, RMS must give notice to Landcom, Dahua 3 and the Department of the amount of any difference.
- (b) The notice in **clause 5.4(a)(ii)** must attach a table in the form of **Annexure B**, with an updated Column 4 setting out the updated Funding Amount Allocation amounts, which are adjusted, in the same proportions as those in **Annexure B** at the date of this Deed, so that the updated Funding Amount Allocation amounts are based on the Detailed Design Cost Estimate and, in terms of the Funding Amount Allocations where Landcom is the Funding Party, have regard to any payment which has been made by Landcom in respect of Milestone 1. For the avoidance of doubt, RMS may not make any other changes to the table without the prior written agreement of the Developers.
- (c) On service of the notice under **clause 5.4(a)**, the table in **Annexure B** is deemed to be replaced by the updated table provided under **clause 5.4(b)**, and Landcom and Dahua 3 must pay the Funding Amount Allocation in accordance with the updated table.
- (d) If there is any disagreement about the Funding Amount Allocation in the updated table, that dispute must be resolved in accordance with **clause 11**.

6 Grant of access

The owner of the Lease Land as at the date of this Deed grants to RMS a lease to access, use and occupy the Lease Land, for the purpose of carrying out the Required Works, on the terms set out **Annexure G**.

7 Dedicated Land

7.1 Identification of Additional Dedicated Land

- (a) The parties acknowledge and agree that:
 - (i) the Available Land shown in the plan at **Annexure H** of this Deed on the date of this Deed:
 - (A) does not include an allowance for noise walls; and
 - (B) assumes that the configuration and levels of the intersection of Spring Farm Parkway and Spine Road at the western end of the Carriageway will be in accordance with Preliminary Design Plans;
 - (ii) the Dedicated Land areas remain subject to detailed design of the Required Works;
 - (iii) as at the date of this Deed:
 - (A) Lots 2011 and 2012 in DP1234643 have already been created and specifically identified as Dedicated Land for the purpose of this Deed; and
 - (B) RMS has identified that some Additional Dedicated Land will likely be required to be transferred to RMS as part of the Dedicated Land under this Deed, to enable construction and ongoing operation and maintenance of the Required Works;
 - (iv) to avoid doubt, this Deed does not allow for the provision of Additional Dedicated Land outside the area of the Available Land, unless the parties agree otherwise in writing; and
 - (v) despite any other provision in this Deed, the parties will negotiate in good faith to minimise the area of land required for the Additional Dedicated Land.
- (b) RMS, Dahua 2 or Dahua 3 may, at any time prior to the Land Notification Date, ask the other parties in writing to consider moving the boundaries of the Available Land. If such a request is made, the parties will negotiate prior to the Land Notification Date in good faith in an endeavour to agree on moving the boundaries. If the parties agree, then RMS will prepare a new plan of Available Land to reflect the agreement and the Available Land will be taken to be as shown in that plan.
- (c) As soon as possible after the Land Notification Date and in accordance with any agreement between the parties under **clause 7.1(b)** as to what

land should be included as the Available Land, RMS must issue a notice (**Dedication Notice**):

- (i) identifying, acting reasonably, any area of Land required to be transferred to RMS as part of the Dedicated Land under this Deed, but such a notice may include land outside the Available Land only if agreed by the parties in writing;
- (ii) attaching a plan (including a plan in DWG format) delineating the boundaries of Lots 2011 and 2012 in DP1234643 adjusted to incorporate the Additional Dedicated Land; and
- (iii) attaching a plan (including a plan in DWG format) delineating the boundaries of the Additional Dedicated Land as one or more separate allotments,

with such notice to be issued to the:

- (iv) owner(s) of the Additional Dedicated Land identified in the notice (**Relevant Landowner**); and
 - (v) Minister for Planning.
- (d) The parties acknowledge and agree that any delay to the transfer of the Dedicated Land to RMS pursuant to **clause 7.3** may affect RMS' ability to open the Carriageway to traffic and complete as much of the Required Works as possible by the Target End Date.
- (e) A Dedication Notice is of no effect to the extent that it relates to Land that is not owned by the Relevant Landowner.

7.2 Subdivision of or boundary adjustment for Additional Dedicated Land

Before transferring the Additional Dedicated Land to RMS in accordance with **clause 7.3**, the Relevant Landowner must, at its cost:

- (a) obtain all Approvals necessary to create a separate lot or lots for the Additional Dedicated Land or effect a boundary adjustment so that the boundaries of the Dedicated Land are extended to incorporate the Additional Dedicated Land; and
- (b) in accordance with those Approvals, prepare and register a plan of subdivision to create a separate lot or lots for the Additional Dedicated Land, or effect a boundary adjustment so that the boundaries of the Dedicated Land are extended to incorporate the Additional Dedicated Land.

7.3 Transfer

- (a) The parties acknowledge and agree that:
 - (i) Landcom and Dahua 2 are the current owners of the Dedicated Land as set out in **Annexure D**;

- (ii) Landcom and Dahua 2 will, by the time set out in column B of **Annexure D**, effect the transfer of ownership of the Dedicated Land to RMS;
- (iii) the Dedicated Land will be transferred to RMS on an 'as is' basis, but, subject to **clauses 7.3(a)(iv) and 7.3(a)(vii)**, any identification, assessment, management and Remediation carried out by or on behalf of RMS forms part of the Required Works and any costs incurred by RMS of such identification, assessment, management and Remediation will be paid for out of the total amount of funding available for the Required Works, including the Funding Amount and the HAF Funding;
- (iv) subject to clause 10 of the Lease, RMS will only accept responsibility for Contamination on the Dedicated Land, and Remediation of that Contamination, to the extent it is identified in the Preliminary Assessment;
- (v) RMS accepts responsibility for any Liability that arises in respect of the movement or handling of Contamination regardless of whether the Contamination is identified in the Preliminary Assessment, provided any Liability is limited to any claims that may be made for personal injuries, workplace health and safety or death;
- (vi) subject to compliance with Environmental Law, where Contamination is identified in the Preliminary Assessment, RMS will, where RMS determines, acting reasonably that it is appropriate to do so, utilise any Contaminated materials (including soils and building and demolition waste) on the land to the best extent possible and not dispose of any Contaminated materials off-site;
- (vii) subject to **clause 7.3(a)(v)**, if any Contamination on the Dedicated Land is discovered that is not identified in the Preliminary Assessment, that additional Contamination and its Remediation, remains the responsibility of Landcom or Dahua 2 (as the case may be) and the following process will apply:
 - (A) upon the discovery of the relevant Contamination, RMS will promptly provide written notification to Landcom or Dahua 2 (as the case may be) of the Contamination, including provision of copies of any relevant contamination assessment reports / information;
 - (B) Landcom and Dahua 2 (as the case may be) may elect to undertake an independent assessment of the relevant Contamination (including for the purpose of seeking an independent expert opinion as to whether any relevant Contamination was or was not identified in the Preliminary Assessment), at its cost, provided the independent assessment is undertaken and the results are received by

- Landcom and Dahua 2 (as the case may be) and provided to RMS within the earlier of 20 Business Days after the date on which RMS provided the written notification in **clause 7.3(a)(vii)(A)** or other timeframe imposed by a Government Agency or by Law for responding to the discovery of the relevant Contamination;
- (C) RMS will, acting reasonably, and in consultation with Council (if Council will be the roads authority for the Project after the Required Works are completed), determine the appropriate Remediation and management of the Contamination to be undertaken having regard to the requirements of the Law and any future liability which RMS may incur arising from the existence of the Contamination; and
 - (D) subject to **clause 7.3(a)(vii)(C)**, the standard of any Remediation of such Contamination should be only to make the affected Dedicated Land suitable for use as a road; and
- (viii) Landcom and Dahua 2 (as the case may be) will provide RMS with all necessary documents which are relevant to the transfer of ownership of the Dedicated Land to RMS.
- (b) If Landcom and Dahua 2 (as the case may be) fails to transfer the Dedicated Land, or any part of the Dedicated Land, in accordance with **clause 7.3(a)**, the parties acknowledge and agree that RMS may determine, in its absolute discretion, to compulsorily acquire the Dedicated Land at any time.
 - (c) If RMS determines to compulsorily acquire the Dedicated Land, or any part of the Dedicated Land, under **clause 7.3(b)**, the parties agree:
 - (i) for the purposes of section 10A(3) of the Just Terms Act, to a shorter negotiation period of 5 Business Days; and
 - (ii) for the purposes of section 13(2) of the Just Terms Act, to a shorter proposed acquisition notice period of 5 Business Days.
 - (d) If the Dedicated Land, or any part of the Dedicated Land is compulsorily acquired by RMS in accordance with **clause 7.3(b)** and (c), then:
 - (i) the parties agree for the purpose of section 30 of the Just Terms Act that:
 - (A) Part 2 Division 1 and Part 3 of the Just Terms Act do not apply; and
 - (B) the total compensation payable by RMS for the compulsory acquisition is \$1 (excluding GST); and
 - (ii) if required by RMS, Landcom and Dahua 2 (as the case may be) will enter into a deed of release and indemnity in a form reasonably required by RMS; and

- (iii) Landcom and Dahua 2 (as the case may be) agrees to pay RMS' reasonable costs associated with the acquisition of the relevant land.
- (e) If, at any time after entry into this Deed and prior to the transfer of the Dedicated Land to RMS, Landcom proposes to transfer any part of the Property B Land to a third party (other than a transfer to Dahua 2), Landcom must:
 - (i) ensure that no part of the Dedicated Land is included in that transfer; and
 - (ii) no less than 20 Business Days prior to entry into any agreement to transfer the land, notify RMS of the proposed transfer.
- (f) As soon as reasonably practicable but no later than 10 Business Days following the transfer or compulsory acquisition of any part of the Dedicated Land (including the Additional Dedicated Land) to RMS in accordance with this Deed, RMS must issue a notice to Landcom or Dahua 2 (as the case may be) confirming compliance with this obligation.

7.4 Liability

On and from the date when the transfer of ownership of the Dedicated Land to RMS has been effected in accordance with **clause 7.3**, RMS acknowledges and agrees that:

- (a) subject to **clause 7.4(b)**, RMS assumes all responsibility, risk and Liability for the Dedicated Land (including, without limitation, assuming all responsibility for compliance with any Laws or the requirement of any Government Agency (including any Approval), irrespective of whom the liabilities and requirements may be imposed on); and
- (b) subject to clause 10 of the Lease, and otherwise in accordance with **clauses 7.3(a)(iii) to 7.3(a)(vii)**, RMS assumes all responsibility, risk and Liability for any:
 - (i) Contamination with respect to the Dedicated Land only to the extent disclosed in the Preliminary Assessment; and
 - (ii) Remediation.

7.5 Sale to Dahua 2

If the sale of the Dedicated Land to Dahua 2 occurs prior to the transfer of the Dedicated Land to RMS, Dahua 2 must comply with **clause 7.3** as though all references to Landcom were references to Dahua 2.

8 Easement for Batter or Drainage

8.1 Grant of Works Easement

- (a) RMS must use its best endeavours to ensure that the Required Works are designed and constructed so that any batters and drainage infrastructure are wholly contained within the Dedicated Land.

- (b) The parties acknowledge that the grant of one or more Works Easements is required as a result of Landcom and the Dahua Group's request that RMS reduce the area of land required for the Additional Dedicated Land as much as practicable.
- (c) If RMS (acting reasonably) determines that it is not reasonably practicable to design and construct the Required Works so that any batters or drainage infrastructure are wholly contained within the Dedicated Land, RMS may, within a reasonable time prior to the issue of the Final Completion Notice, issue a notice to Dahua 2, Dahua 3 or Landcom requiring Dahua 2, Dahua 3 or Landcom (as the case may be) (**Relevant Landowner**) to grant RMS one or more Works Easements over only those parts of the Land which RMS determines are necessary to support the Required Works (in the case of an easement for batters) or provide drainage (in the case of an easement for drainage) and which are delineated in a survey plan attached to the notice (**Easement Notice**).
- (d) Subject to **clause 8.1(e)**, the Relevant Landowner must, as soon as reasonably practicable after receiving an Easement Notice but prior to the issue of the Final Completion Notice, procure the grant of one or more Works Easements over that part of the Land which is the subject of the Easement Notice.
- (e) An Easement Notice is of no effect to the extent that it relates to land that is not owned by the recipient of the Easement Notice.

8.2 Support Works

- (a) If the Relevant Landowner wishes to carry out works within an Easement Area which the Relevant Landowner believes would enable the Works Easement for batters and any related Works Easement for drainage in that Easement Area to be extinguished (**Support Works**), the Relevant Landowner must provide to RMS:
 - (i) plans describing the Support Works and showing the finished surface levels proposed for the completion of the Support Works (**Support Works Plans**);
 - (ii) calculations for the Support Works;
 - (iii) plans which demonstrate how the batter supported by the Works Easement for batter and any related Works Easement for drainage will be maintained during the construction period for the Support Works;
 - (iv) documents which address any criteria which the Relevant Landowner and RMS have agreed under **clause 8.2(i)**; and
 - (v) any other documents or information which RMS, acting reasonably and expeditiously requires for the purpose of considering whether it should provide its consent to the Support Works.

- (b) After receiving all documents and information described in **clause 8.2(a)**, RMS must determine whether to grant consent to the Support Works Plans. RMS must not unreasonably withhold or delay its consent. If RMS does not grant consent to the Support Works Plans, RMS must give reasons to the Relevant Landowner.
- (c) Once RMS has granted its consent to the Support Works Plans:
 - (i) the Relevant Landowner must provide RMS with 10 Business Days' notice prior to commencing the Support Works;
 - (ii) if the Relevant Landowner commences the Support Works, the Relevant Landowner:
 - (A) must use reasonable endeavours to carry out and complete the Support Works as expeditiously as possible; and
 - (B) must carry out any Support Works in accordance with any Approval and the Support Works Plans (as may be amended from time to time in accordance with this **clause 8.2(c)**);
 - (iii) the Relevant Landowner must not make any material change to the Support Works Plans without the prior consent of RMS, which must not be unreasonably withheld or delayed.
- (d) If the Relevant Landowner believes it has completed the Support Works, the Relevant Landowner must provide to RMS:
 - (i) a certificate from a registered surveyor certifying that the Support Works have been completed and the finished levels of the Easement Area are as specified in the Support Works Plans;
 - (ii) a copy of the "as built" drawings for the Support Works, showing the finished levels of the Easement Area; and
 - (iii) any other documents or information which RMS, acting reasonably and expeditiously, requests in relation to the Support Works for the purpose of responding in accordance with **clause 8.2(e)**.
- (e) Within 30 Business Days of the receipt of all the documents and information referred to in **clause 8.2(d)**, or such longer period as may be agreed between the parties, RMS must give written notice to the Relevant Landowner stating that either:
 - (i) the Works Easements described in **clause 8.2(a)** are no longer required and that the Works Easements are released; or
 - (ii) the Support Works have not been completed to the satisfaction of RMS.
- (f) RMS must not give a notice under **clause 8.2(e)(ii)** unless, acting reasonably, RMS is of the opinion that the Support Works have not been completed to the satisfaction of RMS.
- (g) If RMS gives a notice under **clause 8.2(e)(ii)**, RMS must give reasons to the Relevant Landowner.

- (h) If RMS gives a notice under **clause 8.2(e)(i)**, RMS must promptly do all things and execute all necessary documents, dealings or instruments and provide any further consents reasonably necessary in order to effect the release of the Works Easements described in **clause 8.2(a)** and their removal from title to the Easement Area.
- (i) The Relevant Landowner and RMS agree to discuss in good faith the development of criteria which, if satisfied, would be sufficient for RMS to grant consent under **clause 8.2(b)** or give a notice under **clause 8.2(e)(i)**.
- (j) The parties agree that Support Works which satisfy RMS' Specification R44 Earthworks (as amended from time to time, or any other standard which replaces or supersedes that standard) would be sufficient for RMS to grant consent under **clause 8.2(b)** and give a notice under **clause 8.2(e)(i)**.

8.3 Drainage Works

- (a) If the Relevant Landowner wishes to carry out works within an Easement Area which the Relevant Landowner believes would enable the Works Easement for drainage in that Easement Area to be extinguished (**Drainage Works**), the Relevant Landowner must provide to RMS:
 - (i) plans describing the Drainage Works and showing details of the Drainage Works (**Drainage Works Plans**); and
 - (ii) plans which demonstrate how the drainage supported by the Works Easement for drainage will be maintained during the construction period for the Drainage Works;
 - (iii) a report, including hydraulic/drainage calculations and modelling (using a DRAINS model) from a hydraulic engineer;
 - (iv) documents which address any criteria which the Relevant Landowner and RMS have agreed under **clause 8.3(i)**; and
 - (v) any other documents or information which RMS, acting reasonably and expeditiously requires for the purpose of considering whether it should provide its consent to the Drainage Works.
- (b) After receiving all documents and information described in **clause 8.3(a)**, RMS must determine whether to grant consent to the Drainage Works Plans. RMS must not unreasonably withhold or delay its consent. If RMS does not grant consent to the Drainage Works Plans, RMS must give reasons to the Relevant Landowner.
- (c) Once RMS has granted consent to Drainage Works Plans:
 - (i) the Relevant Landowner must provide RMS with 10 Business Days' notice prior to commencing the Drainage Works;
 - (ii) if the Relevant Landowner commences the Drainage Works, the Relevant Landowner:

- (A) must use reasonable endeavours to carry out and complete the Drainage Works as expeditiously as possible; and
 - (B) must carry out any Drainage Works in accordance with the Drainage Works Plans (as may be amended from time to time in accordance with this **clause 8.3(c)**);
- (iii) the Relevant Landowner must not make any material change to the Drainage Works Plans without the prior consent of RMS which must not be unreasonably withheld or delayed.
- (d) If the Relevant Landowner believes it has completed the Drainage Works, the Relevant Landowner must provide to RMS:
 - (i) a certificate from a hydraulic engineer certifying that the Drainage Works have been completed;
 - (ii) a certificate from a registered surveyor certifying that the finished levels of the Easement Area are as specified in the Support Works Plans;
 - (iii) a copy of the "as built" drawings for the Drainage Works, showing the finished levels of the Easement Area; and
 - (iv) any other documents or information which RMS, acting reasonably and expeditiously, requests in relation to the Drainage Works for the purpose of responding in accordance with **clause 8.3(e)**.
- (e) Within 30 Business Days of the receipt of all the documents and information referred to in **clause 8.3(d)**, or such longer period as may be agreed between the parties, RMS must give written notice to the Relevant Landowner stating that either:
 - (i) the Works Easement described in **clause 8.3(a)** is no longer required and that the Works Easement is released; or
 - (ii) the Drainage Works have not been completed to the satisfaction of RMS.
- (f) RMS must not give a notice under **clause 8.3(e)(ii)** unless, acting reasonably, RMS is of the opinion that the Support Works have not been completed to the satisfaction of RMS.
- (g) If RMS gives a notice under **clause 8.3(e)(ii)**, RMS must give reasons to the Relevant Landowner.
- (h) If RMS gives a notice under **clause 8.3(e)(i)**, RMS must promptly do all things and execute all necessary documents, dealings or instruments and provide any further consents reasonably necessary in order to effect the release of the Works Easement described in **clause 8.3(a)** and its removal from title to the Easement Area.
- (i) The Relevant Landowner and RMS agree to discuss in good faith the development of criteria which, if satisfied, would be sufficient for RMS to grant consent under **clause 8.3(c)** or give a notice under **clause 8.3(e)(i)**.

9 Reporting by RMS

9.1 Bi-monthly status reporting for the SRG

RMS must, within 15 Business Days of the end of each two month period (being a two month period ending on the last day of each even numbered month each calendar year), provide to the other parties a report updating the other parties on the following matters in respect of the preceding two month period:

- (a) the progress of the Required Works and Milestones achieved in the prior period;
- (b) major changes to the Required Works with the potential to substantially impact the cost and specifications of the Required Works;
- (c) the proportion of the Funding Amount and the HAF Funding expended in the prior period; and
- (d) the anticipated date for:
 - (i) achieving Final Completion;
 - (ii) expending the remaining funds from the total of the Funding Amount and the HAF Funding; and
 - (iii) achieving any remaining Milestones,

together with supporting information relating to these matters.

10 Authorised Representatives and Notices

10.1 Representatives

- (a) The Authorised Representative of a party may perform any function of that party under this Deed.
- (b) The Authorised Representatives of the parties are, as at the date of this Deed, the following:

RMS: Colin Langford, Director, North West Precinct

Landcom: Matthew Beggs, Executive General Manager, Projects

The Dahua Group: Kith Clark, Development Director

- (c) A party may change its Authorised Representative by notice in writing to the other party at any time.

10.2 Notices

- (a) A party notifying or giving notice under this Deed must do so in writing sent by prepaid registered post and the original by post to the Authorised Representative at the address specified below:

RMS

Address: Level 7, 27 Argyle Street, Parramatta NSW 2150

Telephone: 02 8849 2339

Email: Colin.Langford@rms.nsw.gov.au

Attention: Colin Langford

Landcom

Address: Level 14, 60 Station Street Parramatta NSW 2150

Telephone: 02 9841 8759

Email: mbeggs@landcom.nsw.gov.au

Attention: Matthew Beggs

The Dahua Group

Address: Suite 2, Level 20, 201 Elizabeth Street, Sydney NSW 2000

Telephone: 02 9267 7788

Email: kith.clark@dahuaaustralia.com.au

Attention: Kith Clark

- (b) A notice given in accordance with **clause 10.2(a)** will be deemed to have been given and received:
- (i) if delivered, on receipt;
 - (ii) if posted, 3 Business Days after posting; and
 - (iii) in the case of email, if the sender of an email can provide evidence of the dispatch of the email and did not receive notice of the rejection or failure to deliver the email, it shall be deemed to have been given:
 - (A) if transmission was successfully completed before 4.00 pm on a Business Day, on the day it was sent; and
 - (B) otherwise on the next Business Day.
- (c) Any notice received after 5.00 pm or on a day not a Business Day shall be deemed to have been received at 9.00 am on the next Business Day.

11 Dispute Resolution

11.1 Resolution of disputes

- (a) If a party claims that a dispute has arisen under this Deed, it must give written notice to the other parties stating the matters in dispute.
- (b) As soon as practicable after receiving notice of the dispute, the parties' Authorised Representatives, or a suitable nominated representative, must meet and attempt to resolve the dispute within a timeframe agreed

by the parties, or, in the absence of agreement, within 15 Business Days from the delivery of the notice of the dispute.

- (c) If the dispute is not resolved, or an appropriate path for resolution is not agreed, by the Authorised Representatives of the parties within the timeframe set out in **clause 11.1(b)**, the dispute may be referred to the parties' senior management who must meet and attempt to resolve the dispute within a timeframe agreed by the parties, or, in the absence of agreement, within 20 Business Days from expiry of the relevant period in **clause 11.1(b)**.
- (d) If the dispute is not resolved within the timeframes set out in **clauses 11.1(b) and 11.1(c)** above, then the chief executive officers of the parties, or a suitably nominated representative, must meet and seek to resolve the dispute within a timeframe agreed by the parties, or, in the absence of agreement within 30 Business Days of the expiry of the 20 Business Day period referred to in **clause 11.1(c)**.

11.2 Continue to perform obligations

Each party must continue to perform its obligations under this Deed, notwithstanding the existence of a dispute.

12 Termination

12.1 Default by Landcom or the Dahua Group

If any or all of Landcom, Dahua 2 and Dahua 3:

- (a) fails to pay or provide Security in accordance with **clause 5**;
- (b) is presumed to be insolvent under an applicable law, including any presumption under section 459C(2) of the *Corporations Act 2001* (Cth), or has proposed or made an arrangement or composition with any or all of its creditors, or application is made to a court for an order, or a resolution is made, for its winding up or which may have the object of or result in its winding up;
- (c) has a judgment debt against it outstanding for more than 7 days;
- (d) commits any material breach of the Deed, or
- (e) has a receiver or liquidator (including provisional) or any official manager, controller or administrator of any of its assets or business appointed;

and fails to remedy such event within 10 Business Days of a written request by RMS to do so, then RMS may, in its absolute discretion and without prejudice to its other rights, by notice in writing to the other parties, terminate the Deed as from the date of the notice without prejudice to its accrued rights under this Deed.

12.2 Termination of Deed

On termination of this Deed under **clause 12.1**,

- (a) all or any sums of money which may be in the hands of RMS in respect of this Deed; and
- (b) all Security which has been provided to RMS under **clause 5** of this Deed,

which

- (c) RMS has committed or spent for the purposes of the Project; or
- (d) is specified in the Relevant VPAs as an amount which is forfeited for the purposes of this **clause 12.2**,

may be declared by RMS to be forfeited and all sums that are so declared to be forfeited shall be forfeited and shall be retained by or become payable to or vested in RMS, and in respect of the sums retained under **clause 12.2(c)** or **clause 12.2(d)**, RMS shall use such money and Security, and take appropriate steps to administer relevant contracts, for the completion of the Project.

12.3 No release

Termination by RMS will not release any party from Liability in respect of any breach of, or non-performance of any obligation pursuant to this Deed.

13 GST

13.1 Construction

In this **clause 13**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

13.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this Deed is exclusive of GST (**GST-exclusive consideration**).

13.3 Payment of GST

If GST is payable on any supply made by:

- (a) a party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(Supplier) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

13.4 Timing of GST payment

The amount referred to in **clause 13.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

13.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 13.3**.

13.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 13.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

13.7 Reimbursements

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 13.7** does not limit the application of **clause 13.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 13.7(a)**.

13.8 No merger

This **clause 13** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

14 General

14.1 No fetter on statutory functions and no limits on Liability

- (a) To the extent applicable, nothing in this Deed is deemed to in any way to restrict or limit the powers of Landcom or RMS or to comprise a fetter of the exercise by Landcom or RMS of their statutory functions.
- (b) Nothing in this Deed limits any Liability which Landcom, the Dahua Group or RMS (as applicable) may have to Landcom, the Dahua Group or RMS (as applicable) under this Deed as a result of a breach by Landcom, the Dahua Group or RMS (as applicable) of a term of this Deed.

14.2 Assignment and novation

Other than as provided for under **clause 14.9**, the parties must not assign, novate or encumber any right, obligation or interest under this Deed, without the prior written consent of the other parties.

14.3 Entire agreement

- (a) This Deed and any subsequent voluntary planning agreement(s) under s 7.4 of the Act supersede all previous agreements about its subject matter and any agreements collateral to those agreements. This Deed embodies the entire agreement between the parties in relation to its subject matter.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this Deed.
- (c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this Deed.

14.4 Costs

Each party bears its own costs in relation to the preparation, negotiation and finalisation of this Deed (including any transactions or documents contemplated under this Deed).

14.5 Waiver

Failure by a party to compel performance of any term of this Deed does not constitute a waiver of that term or condition and does not impair the right of the party to enforce it at a later time or to pursue remedies it may have for any subsequent breach of that term or condition.

14.6 Governing Law

This Deed is governed by New South Wales Law and each party irrevocably submits to the non-exclusive jurisdiction of the New South Wales courts and courts competent to hear appeals from those courts.

14.7 Modification of this Deed

No modification or alteration of any provision of this Deed will be valid unless it is in writing and signed by the parties to this Deed.

14.8 Representations and warranties

Each party represents and warrants as at the date of this Deed that:

- (a) it has the power to enter into this Deed and to comply with its obligations under this Deed;
- (b) it has in full force and effect the authorisations necessary for it to enter into this Deed and to comply with its obligations under this Deed and to allow them to be enforced;
- (c) its obligations under this Deed are valid and binding and are enforceable against it in accordance with the terms of this Deed; and
- (d) this Deed and the transactions under this Deed which involve it do not contravene any Law or obligation by which it is bound.

14.9 Replacement of Government Agency

If a Government Agency referred to in this Deed:

- (a) is reconstituted, renamed or replaced or if its powers or functions are transferred to another Government Agency, this Deed is deemed to refer to that Government Agency; or
- (b) ceases to exist, this Deed is deemed to refer to that Government Agency which serves substantially the same purpose or object as the former Government Agency.

14.10 No Delay

Each party must not unreasonably delay any document, action, approval, direction, determination or decision which is required under this Deed.

15 Caveat

- (a) The parties agree that upon execution of this Deed by the parties, RMS has a caveatable interest in:
 - (i) Lots 2011 and 2012 in DP1234643;
 - (ii) the Available Land; and
 - (iii) land which is up to 15 metres from the boundary of the Available Land (measured in all directions from the boundary of the Available Land),
(together, the **Caveat Land**)
- until the earlier of:
- (iv) the date the Final Completion Notice is issued; or
 - (v) the date the Funding Amount End Notice is issued to each of the Developers under **clause 4.1(e)**; or
 - (vi) the termination of this Deed,

and that Landcom and the Dahua Group will not do anything or omit to do anything that will impede those rights.

- (b) The Dahua Group and Landcom agree that:
 - (i) the Dahua Group and Landcom will not object to RMS lodging with NSW Land Registry Services a caveat for registration on the relevant folios of the Register (or parts thereof) of the Caveat Land, nor will the Dahua Group and Landcom seek to remove that caveat lodged; and
 - (ii) the Dahua Group and Landcom will promptly and use all reasonable endeavours to obtain consent to the lodgement of the caveat from each person who has an estate or interest in the Caveat Land registered under the *Real Property Act 1990* (NSW) to facilitate registration of the caveat.
- (c) RMS agrees that any caveat registered on the folios of the Register (or parts thereof) of the Caveat Land under this **clause 15** must not prohibit the transfer of the Property B Land from Landcom to Dahua 2.
- (d) If a caveat is registered on the relevant folios of the Register for the Caveat Land under this **clause 15**, RMS agrees to:
 - (i) promptly consent to any dealing or plan which relates to the Caveat Land which does not adversely affect RMS' interest in the Caveat Land, including any proposed subdivision of all or part of the Caveat Land to create a separate lot or lots for the Additional Dedicated Land and the creation of any security interest which might be proposed in connection with the lending of money to a member of the Dahua Group; and
 - (ii) upon the occurrence of the relevant event in **clause 15(a)(iv), (v) or (vi)** and the lapsing of RMS' caveatable interest, use reasonable endeavours to withdraw the caveat from the title to the Caveat Land within 10 Business Days of the relevant event occurring.

Execution

Executed as a deed.

**Executed by Roads and Maritime
Services by its duly appointed officer in
the presence of:**)

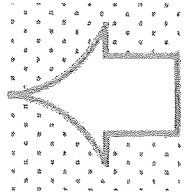
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Officer

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**Signed, sealed and delivered by
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by the party's attorney pursuant to power)
of attorney registered Book 4716 No 510)
who states that no notice of revocation of)
the power of attorney has been received in)
the presence of:**)



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Witness

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Attorney

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Name of Witness (print)

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Name of Attorney (print)

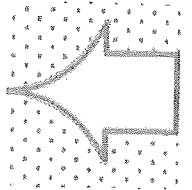
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Project 2 Ltd)**

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Company Secretary/Director

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Director

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Name of Director (print)



Executed by Dahua Group Sydney
Project 3 Pty Ltd

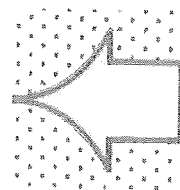
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Annexure A

Required Works

1 Description

Construction of works as determined by RMS in its sole and absolute discretion in accordance with this Deed to provide safe and efficient access to the Menangle Park development, as generally indicated in the plans by Jacobs attached in this **Annexure A** of this Deed and attached, subject to refinement of the specifications by RMS in accordance with this Deed, including:

- (a) the Carriageway;
- (b) Hume Motorway Bridge;
- (c) Hume Motorway northern on and off ramps;
- (d) Menangle Rd tie in; and
- (e) any ancillary works.

The specifications and scope of the Required Works to be confirmed by RMS in accordance with this Deed in order to deliver the Required Works within the amount that is the total of the Funding Amount and the HAF Funding.

Further refinement to the design and construction staging as required once the tender price for construction is received and during construction.

2 Specifications

The specifications applicable to the Required Works are as follows, subject to refinement and confirmation in the Final Business Case:

- (a) all applicable Austroads, RMS/TfNSW and other relevant standards and specifications, including the proposed cross-section being used for the design of the Required Works; and
- (b) any other requirements RMS considers acting reasonably are relevant to the delivery of the Required Works.

3 Preliminary Design Plans

See attached.

DRAWING FILE CONTROL NUMBER JACOBS'		DRAWING PROJECT NUMBER 177 Pacific Highway North Sydney, NSW 1585 Tel: 615 2022 2400 Fax: 615 2022 2460 Web: www.jacobs.com		PREPARED BY PROJECT NO.		PROJECT NAME 177 Pacific Highway North Sydney, NSW 1585		PROJECT NO.		PROJECT NAME 177 Pacific Highway North Sydney, NSW 1585	
DESIGNED NAME: ROBERT TROTT/SK TITLE: ROAD DESIGNER DATE: 03.10.2018		REVIEWED NAME: ROBBIE KERR TITLE: DESIGN MANAGER DATE: 03.10.2018		VERIFIED NAME: ALAN HILLHOUSE TITLE: PROJECT MANAGER DATE: 03.10.2018		PLANT DATE TIME 16/07/2018 14:00 PM		PLANT BY scottman		CLIENT TRANSPORT ROADS & MARITIME SERVICES	
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SHEET No.	SHEET TITLE
UT-0301	UTILITY SERVICES (CONT'D)
UTILITY COORDINATION - TYPICAL CROSS SECTION	
PROPERTY ACQUISITION	
PW-0101	PROPERTY ACQUISITION - LOT 2006 DP723650
PW-0111	PROPERTY ACQUISITION - LOT 2007 DP723643
PW-0121	PROPERTY ACQUISITION - LOT 2011 DP723643
PW-0131	PROPERTY ACQUISITION - LOT 2012 DP723643
PW-0141	PROPERTY ACQUISITION - LOT 1 DP938067
PW-0151	PROPERTY ACQUISITION - LOT 1002 DP723642
PW-0161	PROPERTY ACQUISITION - LOT 9 DP723653
PW-0171	PROPERTY ACQUISITION - LOT 40 DP71082712
PW-0181	PROPERTY ACQUISITION - LOT 3004 DP902146
PW-0191	PROPERTY ACQUISITION - LOT 11 DP745550
PW-0201	PROPERTY ACQUISITION - LOT 12 DP739830
PW-0211	PROPERTY ACQUISITION - LOT 2 DP942735
PW-0221	PROPERTY ACQUISITION - LOT 12 DP791655
PW-0231	PROPERTY ACQUISITION - LOT 19 DP726824
PW-0241	PROPERTY ACQUISITION - LOT 9 DP791385
PAVEMENTS AND KERBS	
PV-0101	PAVEMENT AND KERBS PLAN - SHEET 1 OF 13
PV-0102	PAVEMENT AND KERBS PLAN - SHEET 2 OF 13
PV-0103	PAVEMENT AND KERBS PLAN - SHEET 3 OF 13
PV-0104	PAVEMENT AND KERBS PLAN - SHEET 4 OF 13
PV-0105	PAVEMENT AND KERBS PLAN - SHEET 5 OF 13
PV-0106	PAVEMENT AND KERBS PLAN - SHEET 6 OF 13
PV-0107	PAVEMENT AND KERBS PLAN - SHEET 7 OF 13
PV-0108	PAVEMENT AND KERBS PLAN - SHEET 8 OF 13
PV-0109	PAVEMENT AND KERBS PLAN - SHEET 9 OF 13
PV-0110	PAVEMENT AND KERBS PLAN - SHEET 10 OF 13
PV-0111	PAVEMENT AND KERBS PLAN - SHEET 11 OF 13
PV-0112	PAVEMENT AND KERBS PLAN - SHEET 12 OF 13
PV-0113	PAVEMENT AND KERBS PLAN - SHEET 13 OF 13
FACILITY PROFILES	
CONSTRUCTION STAGING	
CS-0021	CONSTRUCTION STAGING TYPICAL SECTIONS STAGE 1 - SHEET 1 OF 3
CS-0022	CONSTRUCTION STAGING TYPICAL SECTIONS STAGE 1 - SHEET 2 OF 3
CS-0023	CONSTRUCTION STAGING TYPICAL SECTIONS STAGE 1 - SHEET 3 OF 3
CS-0031	CONSTRUCTION STAGING TYPICAL SECTIONS STAGE 2 - SHEET 1 OF 2
CS-0032	CONSTRUCTION STAGING TYPICAL SECTIONS STAGE 2 - SHEET 2 OF 2
CS-0101	CONSTRUCTION STAGING PLAN STAGE 1 - SHEET 1 OF 7
CS-0102	CONSTRUCTION STAGING PLAN STAGE 1 - SHEET 2 OF 7
CS-0103	CONSTRUCTION STAGING PLAN STAGE 1 - SHEET 3 OF 7
CS-0104	CONSTRUCTION STAGING PLAN STAGE 1 - SHEET 4 OF 7
CS-0105	CONSTRUCTION STAGING PLAN STAGE 1 - SHEET 5 OF 7
CS-0106	CONSTRUCTION STAGING PLAN STAGE 1 - SHEET 6 OF 7
CS-0107	CONSTRUCTION STAGING PLAN STAGE 1 - SHEET 7 OF 7
CS-0121	CONSTRUCTION STAGING PLAN STAGE 2 - SHEET 1 OF 7
CS-0122	CONSTRUCTION STAGING PLAN STAGE 2 - SHEET 2 OF 7
CS-0123	CONSTRUCTION STAGING PLAN STAGE 2 - SHEET 3 OF 7
CS-0124	CONSTRUCTION STAGING PLAN STAGE 2 - SHEET 4 OF 7
CS-0125	CONSTRUCTION STAGING PLAN STAGE 2 - SHEET 5 OF 7
CS-0126	CONSTRUCTION STAGING PLAN STAGE 2 - SHEET 6 OF 7
CS-0127	CONSTRUCTION STAGING PLAN STAGE 2 - SHEET 7 OF 7
CS-0141	CONSTRUCTION STAGING PLAN STAGE 3 - SHEET 1 OF 7
CS-0142	CONSTRUCTION STAGING PLAN STAGE 3 - SHEET 2 OF 7
CS-0143	CONSTRUCTION STAGING PLAN STAGE 3 - SHEET 3 OF 7
CS-0144	CONSTRUCTION STAGING PLAN STAGE 3 - SHEET 4 OF 7
CS-0145	CONSTRUCTION STAGING PLAN STAGE 3 - SHEET 5 OF 7
CS-0146	CONSTRUCTION STAGING PLAN STAGE 3 - SHEET 6 OF 7
CS-0147	CONSTRUCTION STAGING PLAN STAGE 3 - SHEET 7 OF 7

[illegible]

1. MY MODEL FILE USED FOR DOCUMENTATION OF ROAD PLANS ARE NOTED IN THE DESIGN MODEL FILE REFERENCE BOX ON THE PLANS.
2. DRAWINGS TO BE READ IN CONJUNCTION WITH RAS SPECIFICATIONS FOR THE PROJECT.
3. ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED. ALL LEVELS, CHANGES AND CO-ORDINATES ARE EXPRESSED IN METRES.
4. LEVELS ARE TO AUSTRALIAN HEIGHT DATUM (A.H.D.5). CO-ORDINATES ARE TO MAP GRID AUSTRALIA MAGN. ZONE 56.

1. SAFETY BARRIERS, TRANSITIONS AND TERMINALS MUST BE AN RUS ACCEPTED SAFETY BARRIER PRODUCT. REFER TO RUS ACCEPTANCE DOCUMENTS FOR SAFETY BARRIER PRODUCT ACCEPTED FOR USE ON CLASSIFIED ROADS IN NSW
2. REFER TO MANUFACTURERS SPECIFICATION AND RUS ACCEPTANCE DOCUMENTS FOR THE MAXIMUM ALLOWABLE DYNAMIC DEFLECTION REQUIREMENTS FOR SAFETY BARRIERS
3. NON-FRANGIBLE ROAD FURNITURE IS TO BE PLACED OUTSIDE THE CLEAR ZONE OR PROTECTED BY SAFETY BARRIER. FOR CLEAR ZONE WITH REFER TO RUS SUPPLEMENT TO AUSTRROADS GUIDE TO ROAD DESIGN, PART 6 (2019), ROADSIDE DESIGN, SAFETY AND BARRIERS

1. FOR STANDARD KERB AND GUTTER SHAPES REFER RIMS MODEL DRAWING R630J-01.

1. SIGNS SHALL BE MANUFACTURED IN ACCORDANCE WITH RMS 3400. SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH RMS R143.

1. PAVEMENT MARKING SHALL BE APPLIED IN ACCORDANCE WITH RUS R141.
2. RAISED PAVEMENT MARKERS SHALL BE PROVIDED ON ALL LANE, EDGE, BARRIER, CONTINUITY AND SEPARATION LINES. THE SPACING OF RAISED MARKERS SHALL BE IN ACCORDANCE WITH RUS R142.
3. NON-PROFILE THERMOPLASTIC LINES ARE TO BE USED FOR ALL LANE MARKING.
4. WATER BORNE PAINT IS TO BE USED FOR ALL ARROWS AND NUMERALS.

1. THE DRAINAGE DRAWINGS INCLUDE DETAILS OF THE PERMANENT STORMWATER DRAINAGE SYSTEM UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TEMPORARY STORMWATER DRAINAGE WORKS AND EROSION & SEDIMENT CONTROL.
2. ANY PERMITS REQUIRED FOR DIVERSION WORKS SHALL BE OBTAINED BY CONTRACTOR.

WHERE CONNECTION IS TO BE MADE TO AN EXISTING DRAINAGE STRUCTURE OR OPEN DRAIN THE POSITION AND LEVEL OF THE EXISTING DRAINAGE STRUCTURE SHALL BE CONFIRMED PRIOR TO CONSTRUCTION.

UTILITIES

THE LOCATION OF UTILITIES TO BE CONFIRMED ON SITE. THE CONTRACTOR SHOULD CARRY OUT THE FOLLOWING BEFORE COMMENCING ANY WORKS.

- (a) DETERMINE THE EXTENT OF EXISTING UTILITY SURVEY INFORMATION
- (b) OBTAIN CURRENT DIAL BEFORE YODIG PLANS AND INFORMATION BY TELEPHONING 1160 OR FAX 1320 562 071 TO ASCERTAIN THE EXACT LOCATION OF UTILITIES.
- (c) MAKE ANY OTHER ENQUIRIES AS THE CONTRACTOR CONSIDERS NECESSARY TO SATISFY ITSELF AS TO THE EXACT LOCATION OF UTILITY SERVICES; AND
- (d) ADOPT WORK METHODS TO AVOID DAMAGE TO UTILITIES

CL 0.0 = CL 0.0 = EXISTING SURFACE UTILITY INFORMATION QUALITY LEVEL

- (a) CL 0.0 = POT HOLED AND SURVEYED
- (b) CL 0.8 = CTR SCAN
- (c) CL 0.0 = ABOVE GROUND SURVEY
- (d) CL 0.0 = 0.0 = (CL 0.0 BEFORE YODIG DEDIT)

1. SPRING FARM PARKWAY, ENTRY / EXIT RAMPS AND THE BRIDGE OVER HUMIE MOTORWAY WILL BE LIT TO CATEGORY V3.
2. ALL INTERSECTIONS WILL BE LIT TO CATEGORY V3.
3. MERRIMBLE ROAD - CARSHAMWAY LIT TO CATEGORY V3 WITH TWO SPAN LIGHTING.
4. ENTRY / EXIT RAMPS WILL BE DESIGNED TO RWS STANDARDS AND WILL BE CONNECTED TO AN RWS MAIN SPAN LIGHT NETWORK.
5. SPRING FARM PARKWAY & MERRIMBLE ROAD WILL BE DESIGNED TO ENDSAVE STANDARDS AND WILL BE CONNECTED TO THEIR VESTREIGHT LIGHT NETWORK.
6. STRUCTURAL DESIGN AND INSTALLATION WILL NOT BE PROVIDED FOR THE HUMIE MOTORWAY OR FOR THE TEMPORARY LIGHTING DURING THE CONSTRUCTION WORK.
7. LIGHTING COLUMN TYPE TO BE IMPACT ASSESSMENT AND STRUCTURE TO BE GALVANIZED STEEL, LIGHT

1. THE SEQUENCE OF CONSTRUCTION SHALL BE AS FOLLOWS:
 - A) IDENTIFY LOCATION OF ALL PROPOSED EROSION AND SEDIMENT CONTROL MEASURES.
 - B) INSTALLATION OF BARRIER AND SEDIMENT FENCES.
 - C) INSTALLATION OF SEDIMENT BASIN AND ENERGY DISSIPATOR AT OUTLET WITH SEDIMENT FENCES AT DOWN SLOPE.

1. EROSION AND SEDIMENTATION CONTROLS TO BE IMPLEMENTED PRIOR TO ANY EARTHWORKS.
2. TEMPORARY ROAD SAFETY BARRIERS TO BE INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION WORKS.
3. CONSTRUCTION STAGING DESIGN ADOPTS A D580 TEMPORARY CONCRETE BARRIER FOR THE PURPOSES OF TEMPORARY GEOMETRIC DESIGN.
4. ALL REDUNDANT PAVEMENT MARKINGS TO BE REMOVED BEFORE TRAFFIC SWITCH.
5. ACCESS TO RESIDENTIAL AND COMMERCIAL PROPERTIES SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.

FOR NOTES RELATING TO TRAFFIC CONTROL SIGNALS, REFER TO SHEET No. TS-0021 TO TS-0034.

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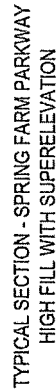


BRIDGE OVER HUME MOTORWAY
(ULTIMATE ARRANGEMENT - 2036)



**BRIDGE OVER HUME MOTORWAY
(INTERIM ARRANGEMENT - 2026)**

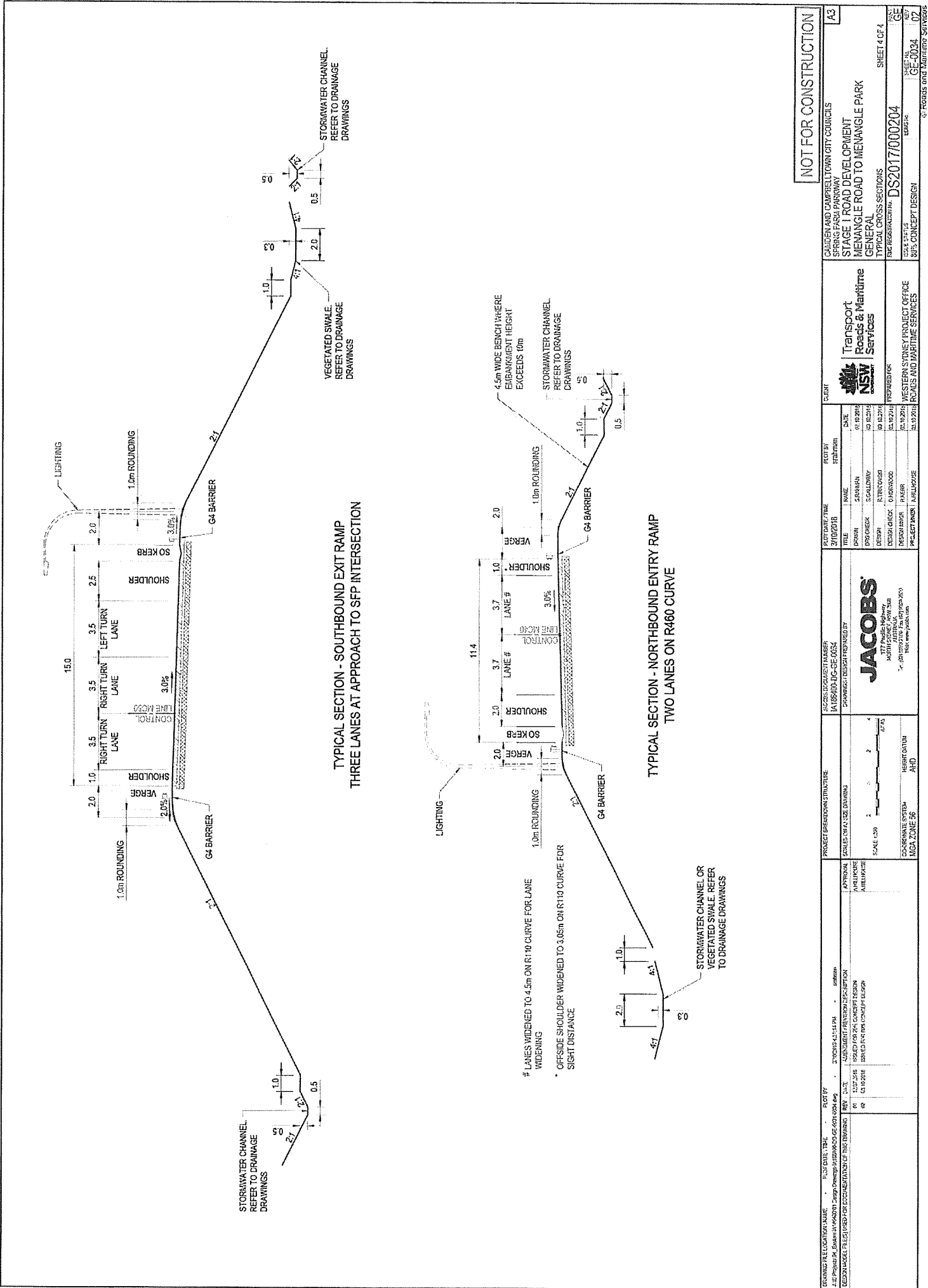
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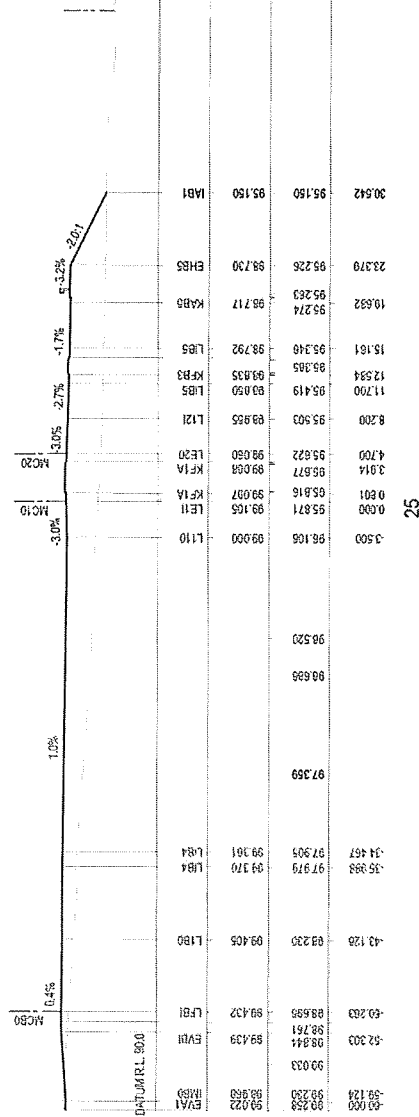


TYPICAL SECTION - MENANGLE ROAD
NORTH OF INTERSECTION WITH SFP

TYPICAL SECTION - MENANGLE ROAD
SOUTH OF INTERSECTION WITH SFP

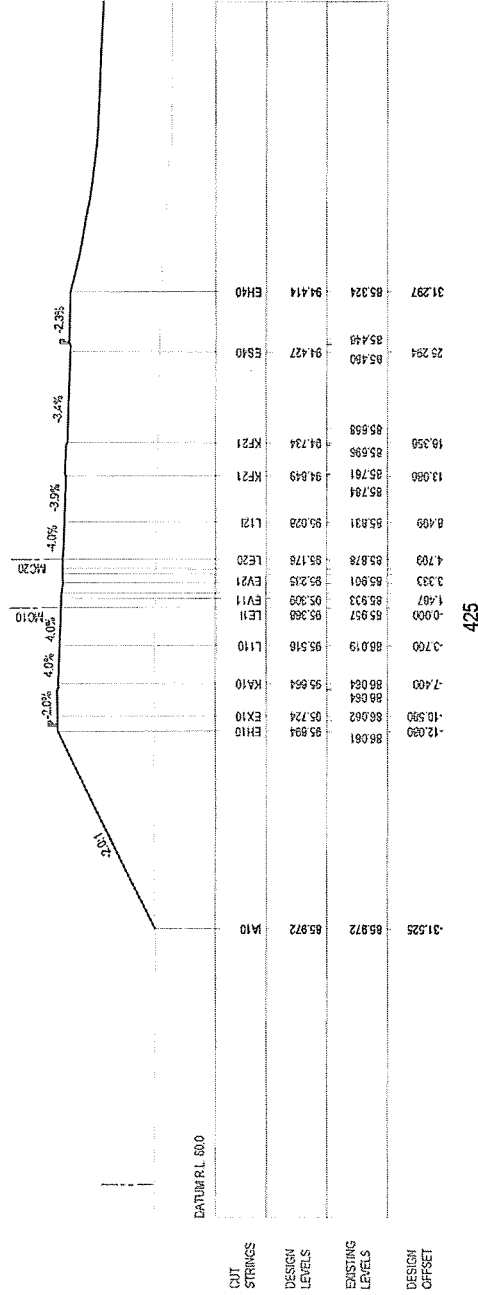
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LEGEND

MOXX CONTROL LINE BOUNDARY

DIGITAL CADASTRE (DP OVERLAY)

PEDESTRIAN SAFETY FENCE

SAFETY BARRIER

EXISTING PAVEMENT

EXISTING SURFACE

DESIGN SURFACE

NOT FOR CONSTRUCTION

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10/06/16 10/10/16 R04	AMENDMENT / REVISION DESCRIPTION	26-00000000
	ISSUED FOR R04 CONCEPT DESIGN	

APPROVAL _____
A. HILLHOUSE

SCALES ON A3 SIZE DRAWING

153 GRAPHICS / DESIGN F

PREPARED BY

NAME	NAME
DEAN	STRAHAN

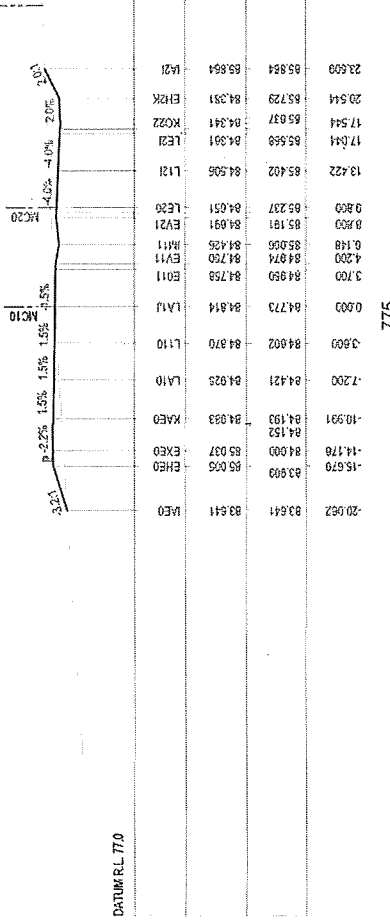
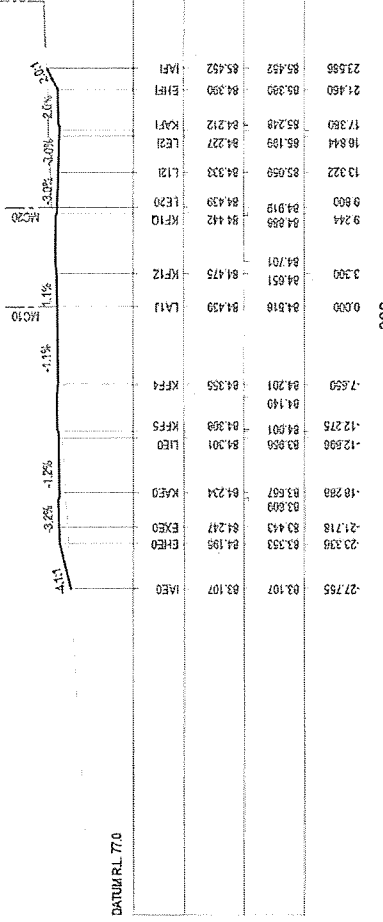
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Transport
Roads & Maritime

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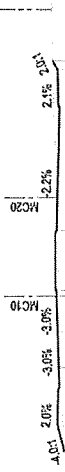
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177 Pacific Highway
NORTH SYDNEY, NSW 2060
AUSTRALIA

DESIGN	R. TURCOLOSKI
DESIGN CHECK	D. HANAWOOD

03/10/2018	PREPARED FOR	C
03/10/2018		

S SECTIONS - SPRING FARM PARKWAY WB (MCTO) - SHEET 17 OF 17

DESIGN
SECRETDESIGN
OFFSET

CONTROL LINE
BOUNDARY
DIGITAL



DESIGN SURFACE

EXISTING SURFACE

EXISTING PAVEMENT

7 SAFETY BARRIER

PEDESTRIAN SAFETY FENCE

DIGITAL CADASTRE (DP OVERLAY)

CONTROL LINE

BOUNDARY

ALLTOWN CITY COUNCILS

PLT DATE : TIME	PLT
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IN STRUCTURE	AGE
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MRCEC: 250246

NAME - FLOYD

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DEVELOPMENT
D TO MENANGLE PARK
IT AND EARTHWORKS
ENTRINTHROUND ENTRY RAMP (MAC10) - SHEET 1 OF 21

TITLE	NAME
DRAWING	C. RALPHIN
DRG CHECK	C. GALLOWAY
DESIGN	R. TURCOVEN
DESIGN CHECK	D. KIRKWOOD
DESIGN REVIS	R. KERR
PROJECT MANOR	A. MILLHOUSE

JACOBS
177 Pacific Highway
NORTH SYDNEY, NSW 2060
AUSTRALIA
Tel: 002 950 100 100
Fax: 002 950 100 100
Web: www.jacobs.com.au

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LOCATION	1000
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	MGA ZONE 5

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STATION	DATE	ASSESSMENT / REMARKS
01	03/16/2016	INSPECTION FROM 07:00 AM TO 08:00 AM

RESEARCHER'S NAME: _____

LEGEND

NOT FOR CONSTRUCTION

CLIENT: GARDEN AND CAMPBELLTOWN CITY COUNCILS
PROJECT: STAGE 1 ROAD DEVELOPMENT
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - NORTHBOUND RAMP (RD200) - SHEET 4 OF 21

TRANSPORT
NSW
Roads & Maritime
Services

PROJECT NO: DS2017/000204
SHEET NO: RC-0124
DATE: 01/10/2016

DESIGNER: WESTERN STONEY PROJECT OFFICE
CHECKED BY: WESTERN STONEY PROJECT OFFICE
PROJECT NO: DS2017/000204

DATE: 01/10/2016
DRAWN: S. BASHAN
CHECKED: S. BASHAN
DATE: 01/10/2016
DESIGNER: S. BASHAN
CHECKED: S. BASHAN
DATE: 01/10/2016

JACOBS
100 Years of
Innovation
100 Years of
Innovation

SCALE 1:250
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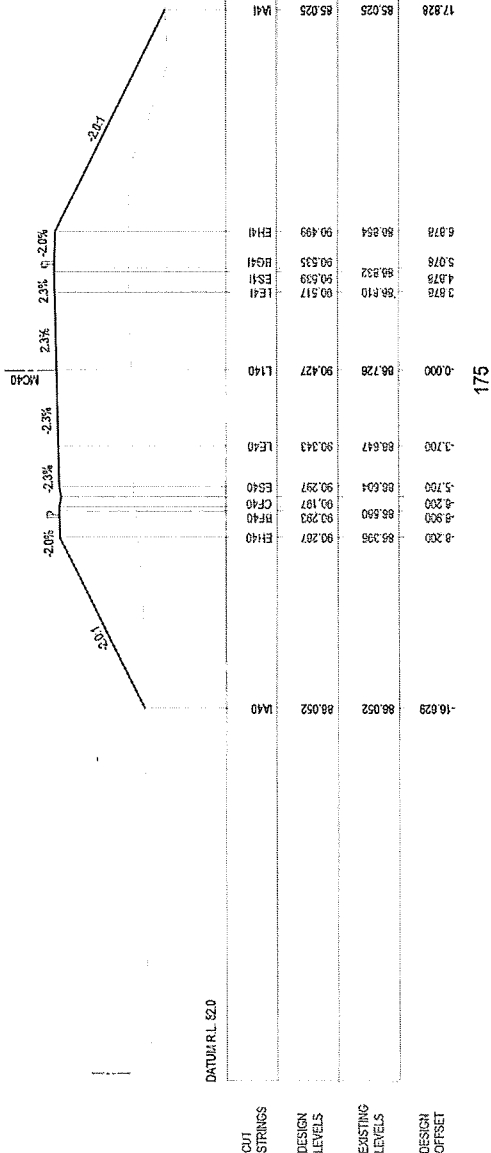
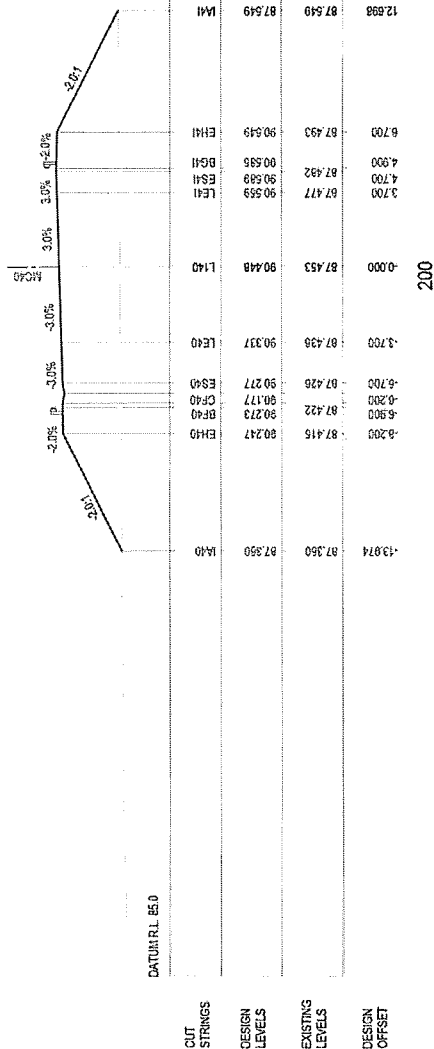
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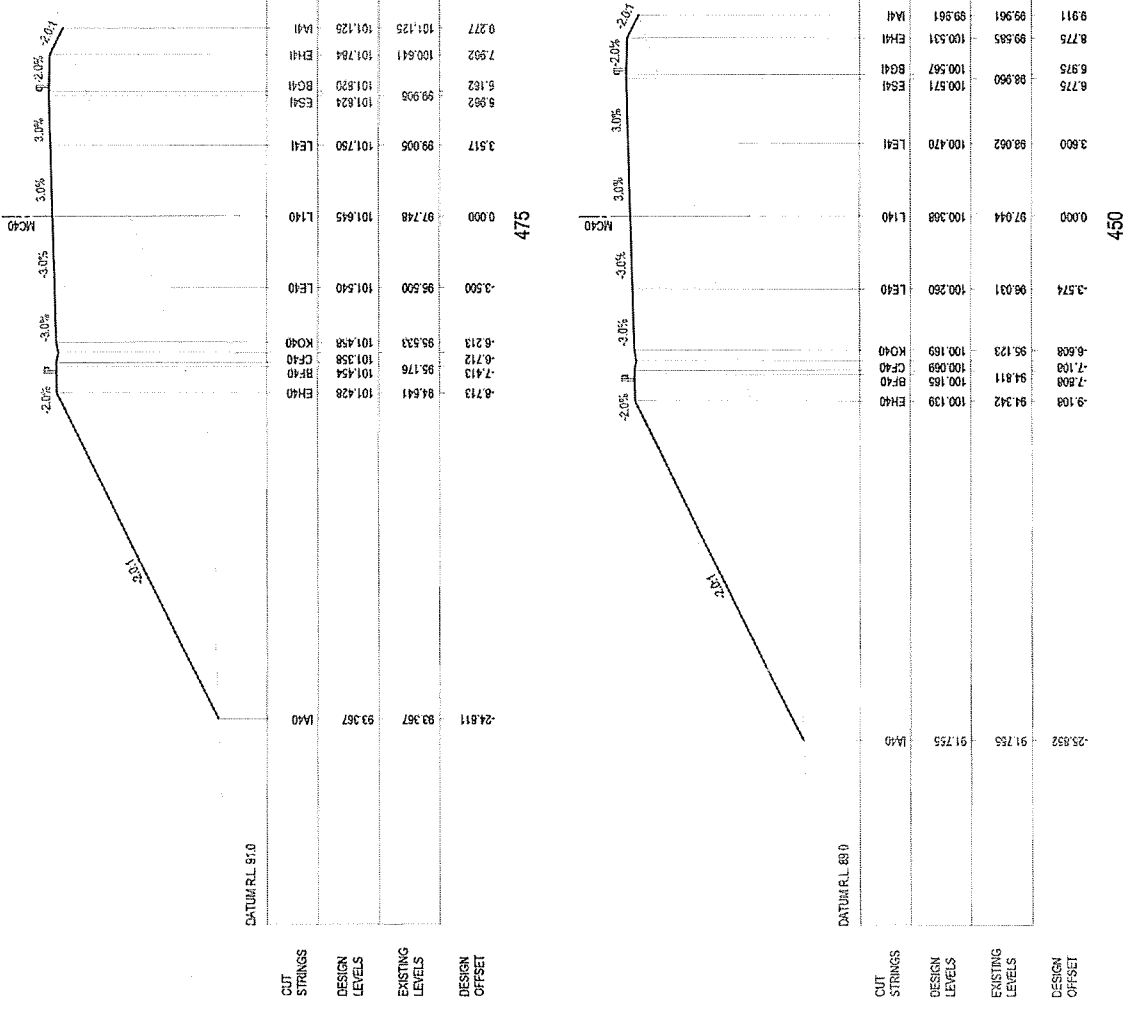
BOUNDARY
CONTROL LINE
DIGITAL CADASTRE (DP OVERLAY)
PEDESTRIAN SAFETY FENCE
SAFETY BARRIER
EXISTING PAVEMENT
EXISTING SURFACE
DESIGN SURFACE

PROJECT NO: DS2017/000204
SHEET NO: RC-0124
DATE: 01/10/2016



LEGEND

BOUNDARY	DIGITAL CADASTRE (DP OVERLAY)	PEDESTRIAN SAFETY FENCE	SAFETY BARRIER	EXISTING PAVEMENT	EXISTING SURFACE	DESIGN SURFACE
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CADDEN AND CAMPBELL TOWN CITY COUNCILS						
STAGE 1 ROAD DEVELOPMENT						
MENANGLE ROAD TO MENANGLE PARK						
ROAD ALIGNMENT AND EARTHWORKS						
CROSS SECTIONS - NORTHBOUND ENTRY RAMP (H240) - SHEET 10 OF 21						
MAGNETIC NORTH DS2017000204						
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ROADS AND MARITIME SERVICES						
PROJECT NO. 11.997						
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DESIGNED BY JACOBSON						
APPROVED BY JACOBSON						
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Transport
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Services

NSW
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JACOBS
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RESEARCH: LOCAL FILMS USED FOR COOPERATION OF THE TRAINING

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ACKNOWLEDGMENTS

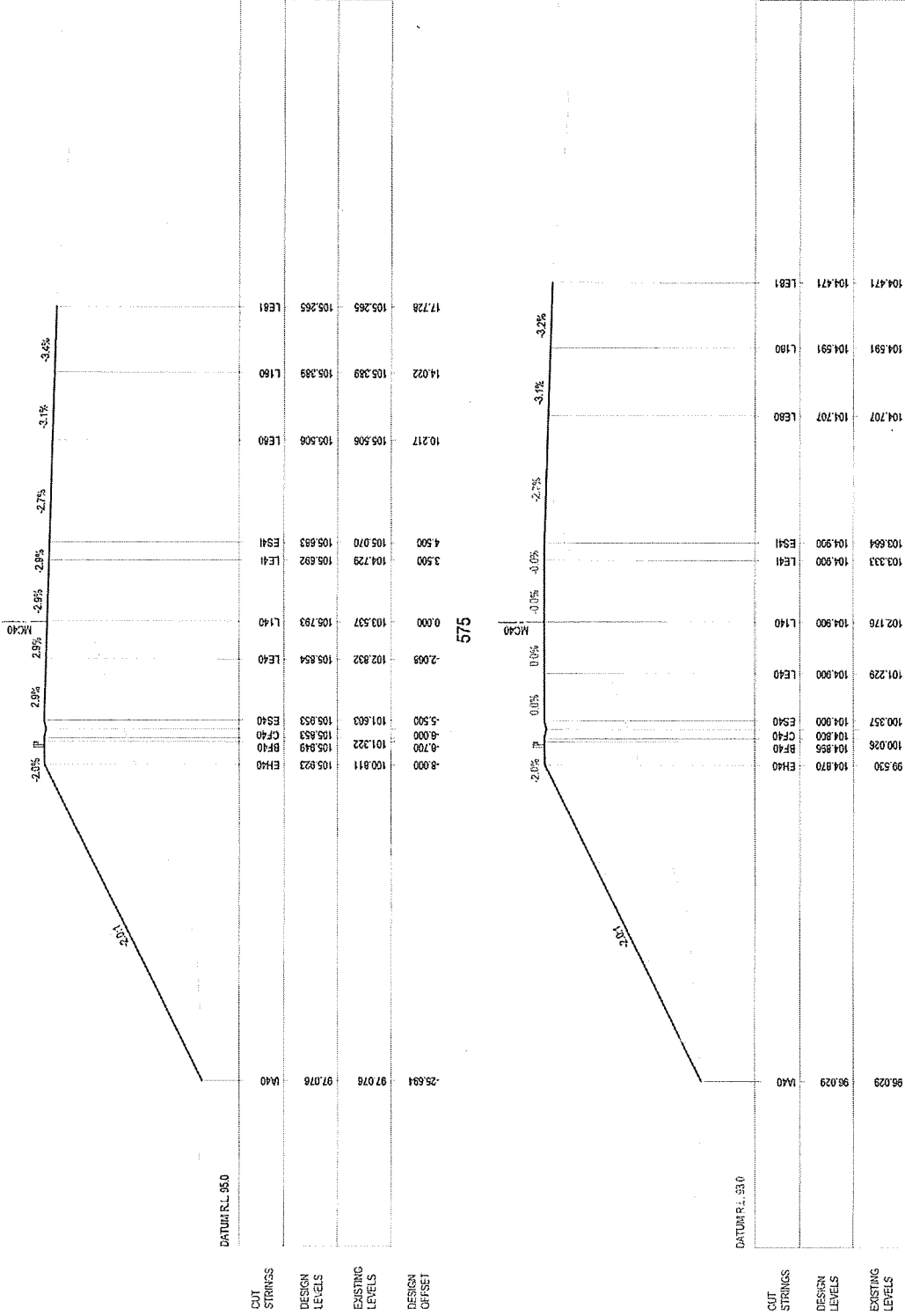
© Roads and Maritime Services

LEGEND

BOUNDARY
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DIGITAL CADASTRE (OR OVERLAY)
PEDESTRIAN SAFETY FENCE
SAFETY BARRIER
EXISTING PAVEMENT
EXISTING SURFACE
DESIGN SURFACE

NOT FOR CONSTRUCTION

PROJECT INFORMATION		CLIENT		DRAWN BY		CHECKED BY		DATE		PROJECT NAME		PROJECT NO.		SHEET NO.		SHEET TOTAL	
GARDEN AND CAMPBELL TOWN CITY COUNCILS		STAGE 1 ROAD DEVELOPMENT		ROAD ALIGNMENT AND EARTHWORKS		CROSS SECTIONS - NORTHBOUND ENTRY RAMP (R20B) - SHEET 12 OF 21		31/10/2019		Transport Roads & Maritime Services		A3		RC-0132		01	
MENANGLE ROAD TO MENANGLE PARK		ROAD ALIGNMENT AND EARTHWORKS		CROSS SECTIONS - NORTHBOUND ENTRY RAMP (R20B) - SHEET 12 OF 21		31/10/2019		31/10/2019		Transport Roads & Maritime Services		A3		RC-0132		01	
JACOBS		JACOBS DOCUMENT NUMBER		JACOBS PROJECT NUMBER		JACOBS PROJECT NAME		JACOBS PROJECT ADDRESS		JACOBS PROJECT PHONE		JACOBS PROJECT FAX		JACOBS PROJECT EMAIL		JACOBS PROJECT WEBSITE	
JACOBS		JACOBS DOCUMENT NUMBER		JACOBS PROJECT NUMBER		JACOBS PROJECT NAME		JACOBS PROJECT ADDRESS		JACOBS PROJECT PHONE		JACOBS PROJECT FAX		JACOBS PROJECT EMAIL		JACOBS PROJECT WEBSITE	
JACOBS		JACOBS DOCUMENT NUMBER		JACOBS PROJECT NUMBER		JACOBS PROJECT NAME		JACOBS PROJECT ADDRESS		JACOBS PROJECT PHONE		JACOBS PROJECT FAX		JACOBS PROJECT EMAIL		JACOBS PROJECT WEBSITE	




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	01	22 NOV 2011

LA185400-DG-RC-0133
DRAWINGS / DESIGN PREPARE

DATE	3/10/2018	TIME	14:00	STATION	STATION
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CRADLE AND
SPRING FARM
STAGE 1 F
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JUNGLE PARK
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COUNCILS

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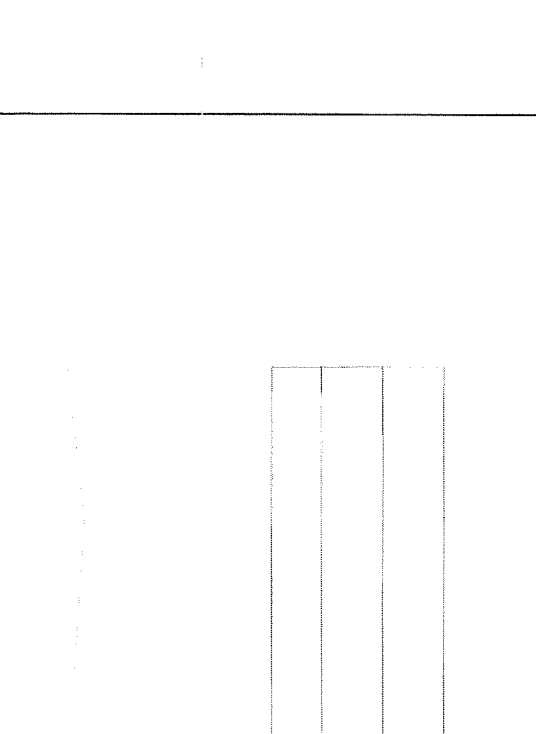
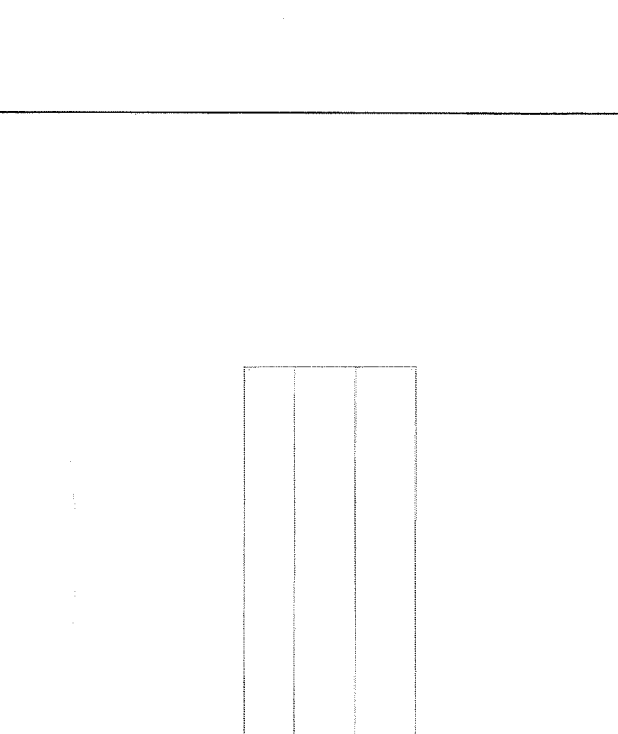
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	DESIGN			

NSW GOVERNMENT	PRESUMED FOR	WESTERN SYDNEY ROADS AND HIGHWAYS
10/10/2018	10/10/2018	10/10/2018
10/10/2018	10/10/2018	10/10/2018

ISSUE STATUS	80% CONCEP
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ROAD REGISTR	


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TOWN CITY COUNCILS	A3								
DEVELOPMENT TO MENANGLE PARK THROUGH EARTHWORKS THROUGH ENTRY DAMP (MCAJ) - SHEET 13 OF 21	<table border="1"> <tr> <td>2017/000204</td> <td> <table border="1"> <tr> <td>DATE</td> <td>RC</td> </tr> <tr> <td>SUBMIT TIME</td> <td>RC-0133</td> </tr> <tr> <td>EXTEND NO.</td> <td>01</td> </tr> </table> </td> </tr> </table>	2017/000204	<table border="1"> <tr> <td>DATE</td> <td>RC</td> </tr> <tr> <td>SUBMIT TIME</td> <td>RC-0133</td> </tr> <tr> <td>EXTEND NO.</td> <td>01</td> </tr> </table>	DATE	RC	SUBMIT TIME	RC-0133	EXTEND NO.	01
2017/000204	<table border="1"> <tr> <td>DATE</td> <td>RC</td> </tr> <tr> <td>SUBMIT TIME</td> <td>RC-0133</td> </tr> <tr> <td>EXTEND NO.</td> <td>01</td> </tr> </table>	DATE	RC	SUBMIT TIME	RC-0133	EXTEND NO.	01		
DATE	RC								
SUBMIT TIME	RC-0133								
EXTEND NO.	01								

 Transport Roads & Maritime Services	GARDEN AND CAMPBELL TOWN CITY COUNCILS SPRING FARM PARKWAY STAGE 1 ROAD DEVELOPMENT MENANGLE ROAD TO MENANGLE PARK ROAD ALIGNMENT AND EARTHWORKS CROSS SECTIONS - NORTHBOUND ENTRY RAMP (McAL) - SHEET 13 OF 21		A3
	ROAD REGISTRATION NO. DS2017/000204 ROAD STATUS: 88% COMPLETE DESIGN	DATE: 28/01/14 DRAWN BY: 01 CHECKED BY: RC-0133	

[illegible]

<p>JACOBS</p> <p>177 Pacific Highway North Sydney, NSW 1580 Tel: (02) 9551 2100 Fax: (02) 9551 2101 Tel: (02) 9551 2100</p>	<p>JACOBS DOCUMENT NUMBER: 14.050410-DG-CA-113</p>	<p>PROJECT BREAKDOWN STRUCTURE</p> <p>DOLES ON A22E PAVING</p>	<p>PLAT DATE / TIME 3-10-2015</p>	<p>TITLE DOLES</p> <p>DRAWN CHRIS CRICK</p> <p>DESIGN DOLES DRESS</p> <p>DESIGN MARK FERRER</p> <p>PREDICT MARK A LINEHOUSE</p>	<p>NAME S. SHAMAM</p> <p>3 CALDWAY</p> <p>A. THOMPSON</p> <p>D. HENDRICKS</p> <p>D. HENDRICKS</p>	<p>DATE 03.10.2015</p> <p>03.10.2015</p> <p>03.10.2015</p> <p>03.10.2015</p>	<p>CLIENT</p> <p>Transport Roads & Maritime Services</p> <p>WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES</p>	<p>PROJECT DESCRIPTION</p> <p>STAGE 1 ROAD DEVELOPMENT MENANGLE ROAD TO MENANGLE PARK ROAD ALIGNMENT AND EARTHWORKS CROSS SECTIONS - NORTHBOUND ENTRY RAPE (MCAU) - SHEET 13 OF 21</p>	<p>CLIENT CAMDEN AND CAMPBELLTOWN CITY COUNCILS</p> <p>PROJECT NAME SPRING PARK PARKWAY</p> <p>PROJECT NUMBER A3</p>
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PROJECT BY JACOBS & COTI 46 4146g	APPROVAL AUTHORITY 01	PROJECT DESCRIPTION TESSERA FOR A CONCEPT ZONE	PROJECT BREAKDOWN STRUCTURE BOXES 24 x 422 PAVING 275 12 10 10 10 SCALE 1:500	JACOBS DOCUMENT NUMBER JA105949-00-RC-0133 DRAWING REVISIONS 1	JACOBS'	PLANT DATE 11/02/2010	TITLE DRAWING CONCEPT DESIGN DESIGN CHECK DESIGN MISC.	NAME S. PARMAN S. GULLOY S. GULLOY A. THOMAS D. HARRISON D. HARRISON	DATE 03/10/2010 05/10/2010 05/10/2010 05/10/2010 05/10/2010	CLIENT  Transport Roads & Maritime Services	FLIGHT DATE 11/02/2010	JACOBS DOCUMENT NUMBER JA105949-00-RC-0133	PROJECT DESCRIPTION BOXES 24 x 422 PAVING 275 12 10 10 10 SCALE 1:500	JACOBS'	PLANT DATE 11/02/2010	TITLE DRAWING CONCEPT DESIGN DESIGN CHECK DESIGN MISC.	NAME S. PARMAN S. GULLOY S. GULLOY A. THOMAS D. HARRISON D. HARRISON	DATE 03/10/2010 05/10/2010 05/10/2010 05/10/2010 05/10/2010	CLIENT  Transport Roads & Maritime Services	FLIGHT DATE 11/02/2010	JACOBS DOCUMENT NUMBER JA105949-00-RC-0133	PROJECT DESCRIPTION BOXES 24 x 422 PAVING 275 12 10 10 10 SCALE 1:500	JACOBS'	PLANT DATE 11/02/2010	TITLE DRAWING CONCEPT DESIGN DESIGN CHECK DESIGN MISC.	NAME S. PARMAN S. GULLOY S. GULLOY A. THOMAS D. HARRISON D. HARRISON	DATE 03/10/2010 05/10/2010 05/10/2010 05/10/2010 05/10/2010	CLIENT  Transport Roads & Maritime Services	FLIGHT DATE 11/02/2010	JACOBS DOCUMENT NUMBER JA105949-00-RC-0133	PROJECT DESCRIPTION BOXES 24 x 422 PAVING 275 12 10 10 10 SCALE 1:500	JACOBS'	PLANT DATE 11/02/2010	TITLE DRAWING CONCEPT DESIGN DESIGN CHECK DESIGN MISC.	NAME S. PARMAN S. GULLOY S. GULLOY A. THOMAS D. HARRISON D. HARRISON	DATE 03/10/2010 05/10/2010 05/10/2010 05/10/2010 05/10/2010	CLIENT  Transport Roads & Maritime Services	FLIGHT DATE 11/02/2010	JACOBS DOCUMENT NUMBER JA105949-00-RC-0133	PROJECT DESCRIPTION BOXES 24 x 422 PAVING 275 12 10 10 10 SCALE 1:500	JACOBS'	PLANT DATE 11/02/2010	TITLE DRAWING CONCEPT DESIGN DESIGN CHECK DESIGN MISC.	NAME S. PARMAN S. GULLOY S. GULLOY A. THOMAS D. HARRISON D. HARRISON	DATE 03/10/2010 05/10/2010 05/10/2010 05/10/2010 05/10/2010	CLIENT  Transport Roads & Maritime Services	FLIGHT DATE 11/02/2010	JACOBS DOCUMENT NUMBER JA105949-00-RC-0133	PROJECT DESCRIPTION BOXES 24 x 422 PAVING 275 12 10 10 10 SCALE 1:500	JACOBS'	PLANT DATE 11/02/2010	TITLE DRAWING CONCEPT DESIGN DESIGN CHECK DESIGN MISC.	NAME S. PARMAN S. GULLOY S. GULLOY A. THOMAS D. HARRISON D. HARRISON	DATE 03/10/2010 05/10/2010 05/10/2010 05/10/2010 05/10/2010	CLIENT  Transport Roads & Maritime Services	FLIGHT DATE 11/02/2010	JACOBS DOCUMENT NUMBER JA105949-00-RC-0133	PROJECT DESCRIPTION BOXES 24 x 422 PAVING 275 12 10 10 10 SCALE 1:500	JACOBS'	PLANT DATE 11/02/2010	TITLE DRAWING CONCEPT DESIGN DESIGN CHECK DESIGN MISC.	NAME S. PARMAN S. GULLOY S. GULLOY A. THOMAS D. HARRISON D. HARRISON	DATE 03/10/2010 05/10/2010 05/10/2010 05/10/2010 05/10/2010	CLIENT  Transport Roads & Maritime Services	FLIGHT DATE 11/02/2010	JACOBS DOCUMENT NUMBER JA105949-00-RC-0133	PROJECT DESCRIPTION BOXES 24 x 422 PAVING 275 12 10 10 10 SCALE 1:500	JACOBS'	PLANT DATE 11/02/2010	TITLE DRAWING CONCEPT DESIGN DESIGN CHECK DESIGN MISC.	NAME S. PARMAN S. GULLOY S. GULLOY A. THOMAS D. HARRISON D. HARRISON	DATE 03/10/2010 05/10/2010 05/10/2010 05/10/2010 05/10/2010	CLIENT  Transport Roads & Maritime Services	FLIGHT DATE 11/02/2010	JACOBS DOCUMENT NUMBER JA105949-00-RC-0133	PROJECT DESCRIPTION BOXES 24 x 422 PAVING 275 12 10 10 10 SCALE 1:500	JACOBS'	PLANT DATE 11/02/2010	TITLE DRAWING CONCEPT DESIGN DESIGN CHECK DESIGN MISC.	NAME S. PARMAN S. GULLOY S. GULLOY A. THOMAS D. HARRISON D. HARRISON	DATE 03/10/2010 05/10/2010 05/10/2010 05/10/2010 05/10/2010	CLIENT  Transport Roads & Maritime
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FLY BY	INDEX	DATE	ARGUMENT DESCRIPTION
41	101724	10/17/2016	ARGUMENT DESCRIPTION
01	011720	01/17/2016	ARGUMENT DESCRIPTION


IT SAFETY		APPROVAL
		SIGNATURE

SAFETY BARRIER

EXISTING PAVEMENT	JACOBS
Y BARRIER	EXISTING BRICK/CONCRETE STRUCTURE

EXISTING SURFACE	EXISTING SURFACE
EXISTING SURFACE	EXISTING SURFACE

DESIGN SURFACE

WEST
 **NSW**
 GOVERNMENT
 Transport
 Roads & Maritime
 Services
 WESTERN SYDNEY PROJECT OFFICE
 ROADS AND MARITIME SERVICES
 REPAIRATION

NOT FOR CONSTRUCTION

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GAUDIN AND CASTELLUCCI TOWN CITY COUNCILS
SPRING FERN PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
OPPOSITE SECTIONS - NORTHEAST DRAIN RAMP (MC40) - SHEET 23 OF 2

NOT FOR CONSTRUCTION

DATE: 01/07/2017
PROJECT NO: DS2017000204
DRAWN BY: JACQUELINE
CHECKED BY: JACQUELINE
SCALE: 1:1000
PROJECT NAME: SPRING FERN PARKWAY
PROJECT LOCATION: MC40
PROJECT STATUS: RC40-140
PROJECT TYPE: GENERAL

DATE: 01/07/2017
PROJECT NO: DS2017000204
DRAWN BY: JACQUELINE
CHECKED BY: JACQUELINE
SCALE: 1:1000
PROJECT NAME: SPRING FERN PARKWAY
PROJECT LOCATION: MC40
PROJECT STATUS: RC40-140
PROJECT TYPE: GENERAL

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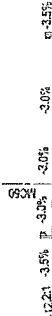


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DIGITAL CADASTRE (DIP OVERLAY)

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CUT STRINGS	DESIGN LEVELS	EXISTING LEVELS	DESIGN OFFSET
LA51	90.574	90.570	-0.728
EA51	90.742	91.380	-3.672
BF50	96.768	96.479	-2.872
CF51	90.692	96.762	-6.072
RC61	96.792	95.685	-1.107
LC50	88.756	95.191	-6.435
LE50	98.652	93.138	5.514
KC50	90.577	91.760	-1.183
CH50	99.577	91.230	8.347
BC50	98.573	91.230	7.343
EH50	98.927	90.431	8.496

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CUT STRINGS	DESIGN LEVELS	EXISTING LEVELS	DESIGN OFFSET
LA51	97.529	97.529	0.000
EA51	97.915	97.915	0.000
BF50	97.681	97.681	0.000
CF51	97.885	97.885	0.000
KC51	97.935	97.935	0.000
LE51	95.546	95.546	0.000
HC50	97.890	95.126	2.764
LE50	97.792	93.981	3.811
ES50	97.717	93.130	4.587
CR50	97.713	92.707	5.006
EH50	97.667	92.282	5.385
LA50	90.605	80.805	9.799

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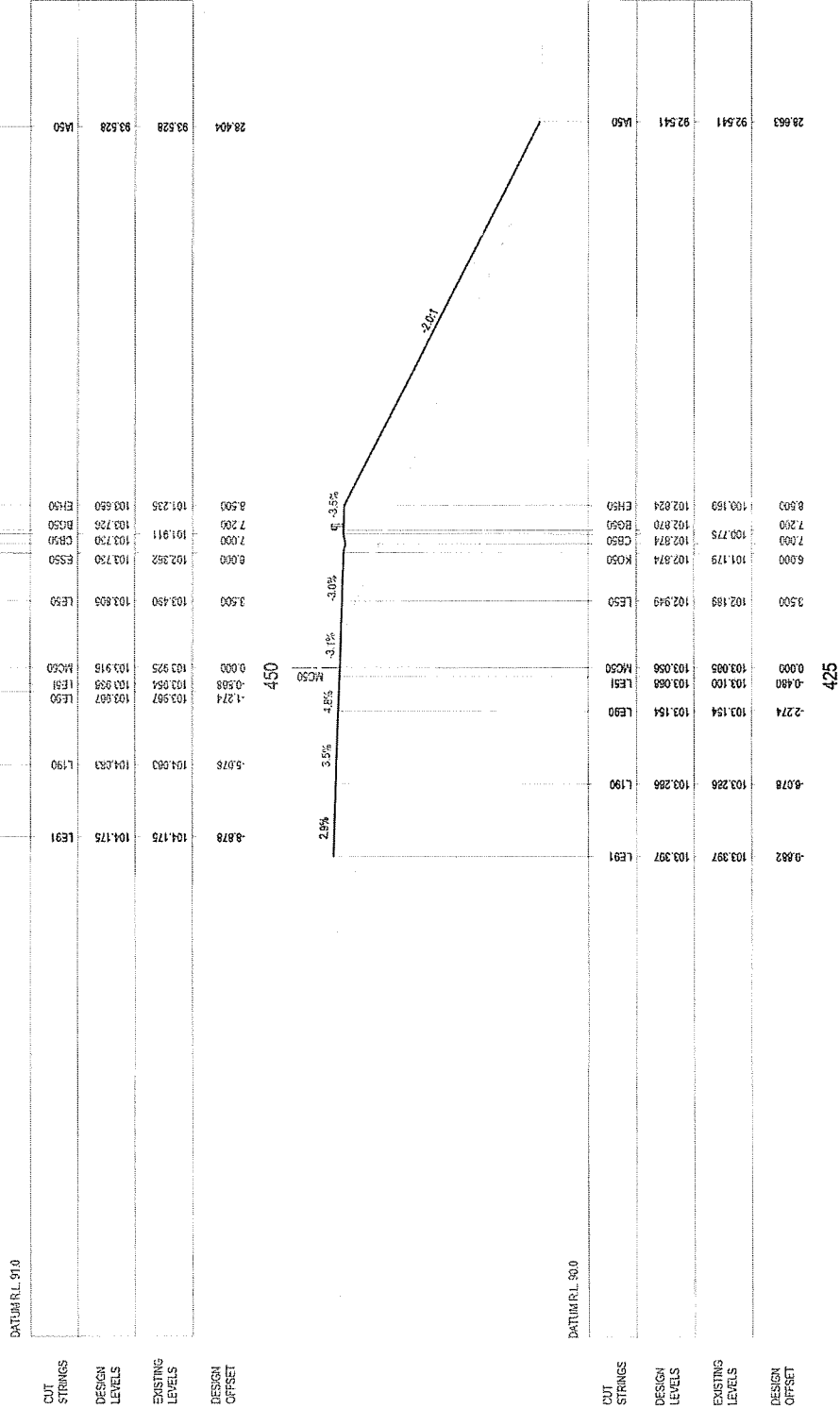
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ALL TOWN CITY COUNCILS	
	A3

11 TOWN CITY COUNCILS DEVELOPMENT TO MENANGLE PARK T AND EARTHWORKS LUTHERBURG EXIT RAMP (MC50) - SHEET 6 OF 13		2017000204
SHEET NO RC-0156	REVISED 01	DATE 01/25/16
20 Heads and Mainline Shrinkers		

LEGEND

BOUNDARY	DIGITAL CADASTRE (DP OVERLAY)	PEDESTRIAN SAFETY FENCE	SAFETY BARRIER	EXISTING PAVEMENT	EXISTING SURFACE	DESIGN SURFACE
CONTROL LINE						
NOT FOR CONSTRUCTION						
PROJECT NAME: CAIDEN AND CAMPBELL TOWNSHIP COUNCILS SPRING FARM PARKWAY STAGE 1 ROAD DEVELOPMENT MENANGLE ROAD TO MENANGLE PARK ROAD ALIGNMENT AND EARTHWORKS CROSS SECTIONS - SOUTHBOUND EXISTING RAMP JUNCTION - SHEET 10 OF 13 PROJECT NO: DS2017/000204 SHEET NO: RC-0160 REV: 01	PROJECT DESCRIPTION: JACOBS CONSULTING DRAWING NO: DS-0160 SCALE: 1:250 DATE: 10/10/2018 DRAWN BY: S. PAVAN CHECKED BY: S. PAVAN APPROVED BY: S. PAVAN PROJECT MANAGER: S. PAVAN PROJECT ENGINEER: S. PAVAN PROJECT SURVEYOR: S. PAVAN PROJECT DESIGNER: S. PAVAN PROJECT CHECKER: S. PAVAN PROJECT APPROVER: S. PAVAN PROJECT REVIEWER: S. PAVAN PROJECT SIGNOFF: S. PAVAN	PROJECT BOUNDARY STRUCTURE SCALE: 1:250 DATE: 10/10/2018 DRAWN BY: S. PAVAN CHECKED BY: S. PAVAN APPROVED BY: S. PAVAN PROJECT MANAGER: S. PAVAN PROJECT ENGINEER: S. PAVAN PROJECT SURVEYOR: S. PAVAN PROJECT DESIGNER: S. PAVAN PROJECT CHECKER: S. PAVAN PROJECT APPROVER: S. PAVAN PROJECT REVIEWER: S. PAVAN PROJECT SIGNOFF: S. PAVAN	PROJECT BOUNDARY STRUCTURE SCALE: 1:250 DATE: 10/10/2018 DRAWN BY: S. PAVAN CHECKED BY: S. PAVAN APPROVED BY: S. PAVAN PROJECT MANAGER: S. PAVAN PROJECT ENGINEER: S. PAVAN PROJECT SURVEYOR: S. PAVAN PROJECT DESIGNER: S. PAVAN PROJECT CHECKER: S. PAVAN PROJECT APPROVER: S. PAVAN PROJECT REVIEWER: S. PAVAN PROJECT SIGNOFF: S. PAVAN	PROJECT BOUNDARY STRUCTURE SCALE: 1:250 DATE: 10/10/2018 DRAWN BY: S. PAVAN CHECKED BY: S. PAVAN APPROVED BY: S. PAVAN PROJECT MANAGER: S. PAVAN PROJECT ENGINEER: S. PAVAN PROJECT SURVEYOR: S. PAVAN PROJECT DESIGNER: S. PAVAN PROJECT CHECKER: S. PAVAN PROJECT APPROVER: S. PAVAN PROJECT REVIEWER: S. PAVAN PROJECT SIGNOFF: S. PAVAN	PROJECT BOUNDARY STRUCTURE SCALE: 1:250 DATE: 10/10/2018 DRAWN BY: S. PAVAN CHECKED BY: S. PAVAN APPROVED BY: S. PAVAN PROJECT MANAGER: S. PAVAN PROJECT ENGINEER: S. PAVAN PROJECT SURVEYOR: S. PAVAN PROJECT DESIGNER: S. PAVAN PROJECT CHECKER: S. PAVAN PROJECT APPROVER: S. PAVAN PROJECT REVIEWER: S. PAVAN PROJECT SIGNOFF: S. PAVAN	PROJECT BOUNDARY STRUCTURE SCALE: 1:250 DATE: 10/10/2018 DRAWN BY: S. PAVAN CHECKED BY: S. PAVAN APPROVED BY: S. PAVAN PROJECT MANAGER: S. PAVAN PROJECT ENGINEER: S. PAVAN PROJECT SURVEYOR: S. PAVAN PROJECT DESIGNER: S. PAVAN PROJECT CHECKER: S. PAVAN PROJECT APPROVER: S. PAVAN PROJECT REVIEWER: S. PAVAN PROJECT SIGNOFF: S. PAVAN



LEGEND

CONTROL LINE

BOUNDARY — DIGIT

TOTAL CADASTRE (DP OVERLAY)

PEDESTRIAN SAFETY FENCE

SAFETY BARRIER

EXISTING PAVEMENT

EXISTING SURFACE

—— DESIGN SURFACE

NOT FOR CC

CONSTRUCTION

THE PROJECTS OF "SANDHILL" USED FOR

DOCUMENTATION OF THE DRAWING

REV	DATE	PAYMENT / REVENUE
10	03/10/2014	ASSIGNED FOR 65% CCM

#	DESCRIPTION	DATE

APPROVAL	SCORES ON AS SE
ALBUQUERQUE	

[illegible]

PLANS / DESIGN PREPARED BY

NAME	DATE	TIME
DRAMA		
S. RICHSON		

Transport Roads & Maritime

SPRING FARM PARKWAY,
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE P

ARK

100 100 100 100

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STATUS	NEGOTIATING	ATAJ
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177 Pacific Highway
MORRIS SYDNEY, NSW 2203
AUSTRALIA
Tel: 021 0220 7100 Fax: 021 0240 2296

DESIGN	A THIRDCOURT
DESIGN CHECK	D.HORWOOD
DESIGN RINGS	RUNZEL

08-10-2019	PREPARED FOR	WESTERN SYDNEY PROJECT OFFICE
07-10-2019		
06-10-2019		
05-10-2019		
04-10-2019		
03-10-2019		
02-10-2019		
01-10-2019		
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09-06-2019		
08-06-2019		
07-06-2019		

CROSS SECTIONS • MIENANGSIE ROAD NUN THIBO
PLANS REGISTRATION No. DS2017/000204

UND (MUEV) - SHEET 2 OF 18	REV	RC
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RU-0172 01
© Roads and Maritime Services

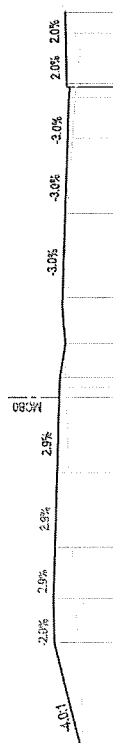
BOUNDARY

PEDESTRIAN SAFETY FENCE

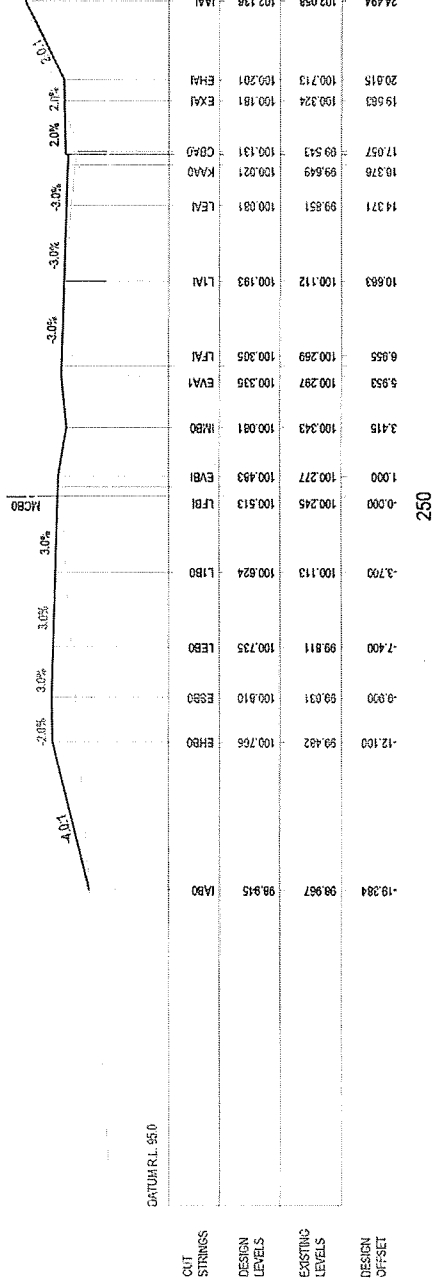
EXISTING PAVEMENT

———— DESIGN SURFACE

NOT FOR C

[illegible][illegible]

DESIGN OFFSET	EXISTING LEVELS	DESIGN LEVELS	CUT STRINGS
47.701	99.247	99.247	JAB0
42.100	99.508	100.640	EH80
9.900	99.690	100.602	ES80
7.400	99.695	100.619	LE80
3.700	99.562	100.503	L180
0.600	100.154	100.399	LF81
0.000	100.200	100.369	EV81
0.001	100.167	100.307	EV81
0.003	100.165	100.279	LF81
7.768	100.058	100.187	L181
13.473	99.891	100.057	LE81
13.476	99.762	99.697	KJ40
14.157	99.700	100.107	CR40
16.681	99.522	100.168	EX81
17.712	99.273	100.179	EH41
18.408	100.038	100.005	JAB1

[illegible]

XXOH

FALCADA ST

DP OVERLAY

FETY BARRIER

ING PAVEMENT

ETING SURFACE

SIGN SURFACE

FOR CON

CONCLUSION

WARRANT FILE LOCATION NUMBER	PLAT DATE TIME	PLAT RT
WIE-Princeton, Esplanade Updater, Design/Construct/4400400-00-0017-0188 Aug		
SECTION MODEL FILED USED FOR DOCUMENTATION OF THIS DRAWING	REF DATE	
	31	08/11/20

STATE OF TEXAS	COUNTY OF DALLAS	APPROVED AND FORWARDED:	APPROVED AND FORWARDED:
		JUDGE OF THE DISTRICT COURT	CLERK OF THE DISTRICT COURT
<p>IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, at Dallas, Texas, this 1st day of May, 2011.</p>			

PROJECT: SPREADSHEET USE	4425500
AL	DATE: 1/1/80
USE	EXPLANATION:
CONSIDERATE SYSTEM	
MGA ZONE 56	
AHD	

JACOBS
177 Pacific Highway
NORTH SYDNEY, NSW 2060
AUSTRALIA
Tel (02) 9521 7100 Fax (02) 9521 2500
Web www.jacobs.com

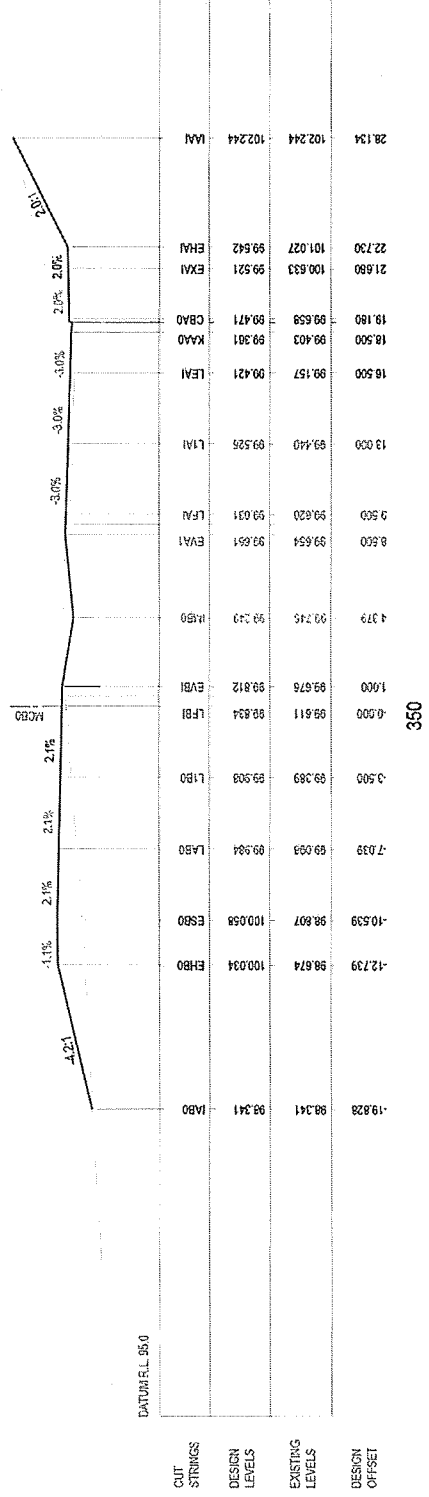
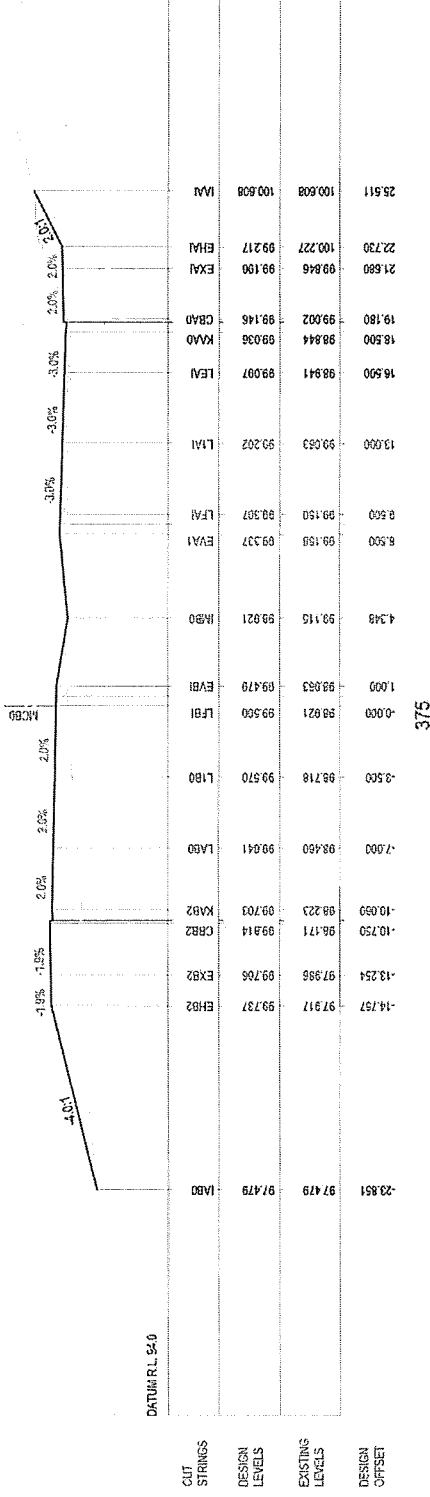
PLOT DATE / TIME	NAME
3-10-2018	S RANMAN
	DRI CHECK
	S GULLOWAY
	R TRICOPSKI
	DESIGN CHECK
	D HORTWOOD
	DESIGN WORK
	A KERR
	PROJECT MANAGER
	APPLICANT USE

[illegible]

<p> sport & Maritime ces </p>	<p> CAMDEN AND O SPRING FARM STAGE 1 R MENANGLE ROAD ALIG CROSS SECTIO ROAD REGISTRATION </p>
	<p> REQUEST OFFICE SERVICES </p>

CAMPBELLTOWN CITY COUNCILS
PARKWAY
ROAD DEVELOPMENT
NE ROAD TO MENANGLE PARKS
NMENT AND EARTHWORKS
NS - MENANGLE ROAD, NORTH-BOUNDRY
No. DS2017/000204
DESIGN
CENIS NA

RC-0178



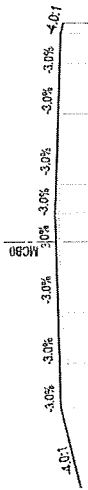
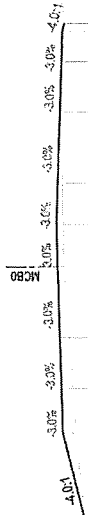
REVIEWS MUST BE SENT TO THE EDITOR

CONTROL LINE



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[illegible][illegible][illegible]

PERSONAL		PERSONAL
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DATE	05/08/17	05/08/17
TIME	14:50:00	14:50:00

URFACE

SURFAC	PS	SS
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CAMDEN
SPRING
STAGE

FOR
COUNTY COUNCIL
MEMBER

ON	A3
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PERF. USE

52

LOWAY
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HOUSE

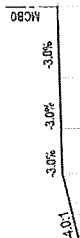
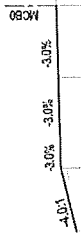
FOR
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15 OF 18	PART	RC	REV	01
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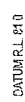
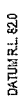
Sea-Food and Maritime Services



STATION	EXISTING LEVELS	DESIGN LEVELS	CUT STRINGS
11+106	97.228	97.228	IAB3
7+971	97.727	98.013	EHB4
5+771	98.049	98.079	ESB3
3+500	99.166	98.147	LEB1
1+000	98.254	98.252	LEB1

	EXISTING LEVELS	DESIGN LEVELS	OUT STRINGS
12.102	96.846	96.846	IAB3
8.200	98.228	97.822	EHB4
8.000	97.897	97.888	ESB3
5.500	96.007	97.963	LEB1
0.000	96.062	98.058	FB1

NOT FOR CONSTRUCTION



LEGEND



STATIONING FILE NUMBER, DATE E. P. 10-14-68, 11-22-68, 1-18-69, 2-26-69, 3-14-69, 4-11-69, 5-12-69, 6-11-69, 7-13-69, 8-13-69, 9-13-69, 10-13-69, 11-13-69, 12-13-69, 1-13-70, 2-13-70, 3-13-70, 4-13-70, 5-13-70, 6-13-70, 7-13-70, 8-13-70, 9-13-70, 10-13-70, 11-13-70, 12-13-70, 1-13-71, 2-13-71, 3-13-71, 4-13-71, 5-13-71, 6-13-71, 7-13-71, 8-13-71, 9-13-71, 10-13-71, 11-13-71, 12-13-71, 1-13-72, 2-13-72, 3-13-72, 4-13-72, 5-13-72, 6-13-72, 7-13-72, 8-13-72, 9-13-72, 10-13-72, 11-13-72, 12-13-72, 1-13-73, 2-13-73, 3-13-73, 4-13-73, 5-13-73, 6-13-73, 7-13-73, 8-13-73, 9-13-73, 10-13-73, 11-13-73, 12-13-73, 1-13-74, 2-13-74, 3-13-74, 4-13-74, 5-13-74, 6-13-74, 7-13-74, 8-13-74, 9-13-74, 10-13-74, 11-13-74, 12-13-74, 1-13-75, 2-13-75, 3-13-75, 4-13-75, 5-13-75, 6-13-75, 7-13-75, 8-13-75, 9-13-75, 10-13-75, 11-13-75, 12-13-75, 1-13-76, 2-13-76, 3-13-76, 4-13-76, 5-13-76, 6-13-76, 7-13-76, 8-13-76, 9-13-76, 10-13-76, 11-13-76, 12-13-76, 1-13-77, 2-13-77, 3-13-77, 4-13-77, 5-13-77, 6-13-77, 7-13-77, 8-13-77, 9-13-77, 10-13-77, 11-13-77, 12-13-77, 1-13-78, 2-13-78, 3-13-78, 4-13-78, 5-13-78, 6-13-78, 7-13-78, 8-13-78, 9-13-78, 10-13-78, 11-13-78, 12-13-78, 1-13-79, 2-13-79, 3-13-79, 4-13-79, 5-13-79, 6-13-79, 7-13-79, 8-13-79, 9-13-79, 10-13-79, 11-13-79, 12-13-79, 1-13-80, 2-13-80, 3-13-80, 4-13-80, 5-13-80, 6-13-80, 7-13-80, 8-13-80, 9-13-80, 10-13-80, 11-13-80, 12-13-80, 1-13-81, 2-13-81, 3-13-81, 4-13-81, 5-13-81, 6-13-81, 7-13-81, 8-13-81, 9-13-81, 10-13-81, 11-13-81, 12-13-81, 1-13-82, 2-13-82, 3-13-82, 4-13-82, 5-13-82, 6-13-82, 7-13-82, 8-13-82, 9-13-82, 10-13-82, 11-13-82, 12-13-82, 1-13-83, 2-13-83, 3-13-83, 4-13-83, 5-13-83, 6-13-83, 7-13-83, 8-13-83, 9-13-83, 10-13-83, 11-13-83, 12-13-83, 1-13-84, 2-13-84, 3-13-84, 4-13-84, 5-13-84, 6-13-84, 7-13-84, 8-13-84, 9-13-84, 10-13-84, 11-13-84, 12-13-84, 1-13-85, 2-13-85, 3-13-85, 4-13-85, 5-13-85, 6-13-85, 7-13-85, 8-13-85, 9-13-85, 10-13-85, 11-13-85, 12-13-85, 1-13-86, 2-13-86, 3-13-86, 4-13-86, 5-13-86, 6-13-86, 7-13-86, 8-13-86, 9-13-86, 10-13-86, 11-13-86, 12-13-86, 1-13-87, 2-13-87, 3-13-87, 4-13-87, 5-13-87, 6-13-87, 7-13-87, 8-13-87, 9-13-87, 10-13-87, 11-13-87, 12-13-87, 1-13-88, 2-13-88, 3-13-88, 4-13-88, 5-13-88, 6-13-88, 7-13-88, 8-13-88, 9-13-88, 10-13-88, 11-13-88, 12-13-88, 1-13-89, 2-13-89, 3-13-89, 4-13-89, 5-13-89, 6-13-89, 7-13-89, 8-13-89, 9-13-89, 10-13-89, 11-13-89, 12-13-89, 1-13-90, 2-13-90, 3-13-90, 4-13-90, 5-13-90, 6-13-90, 7-13-90, 8-13-90, 9-13-90, 10-13-90, 11-13-90, 12-13-90, 1-13-91, 2-13-91, 3-13-91, 4-13-91, 5-13-91, 6-13-91, 7-13-91, 8-13-91, 9-13-91, 10-13-91, 11-13-91, 12-13-91, 1-13-92, 2-13-92, 3-13-92, 4-13-92, 5-13-92, 6-13-92, 7-13-92, 8-13-92, 9-13-92, 10-13-92, 11-13-92, 12-13-92, 1-13-93, 2-13-93, 3-13-93, 4-13-93, 5-13-93, 6-13-93, 7-13-93, 8-13-93, 9-13-93, 10-13-93, 11-13-93, 12-13-93, 1-13-94, 2-13-94, 3-13-94, 4-13-94, 5-13-94, 6-13-94, 7-13-94, 8-13-94, 9-13-94, 10-13-94, 11-13-94, 12-13-94, 1-13-95, 2-13-95, 3-13-95, 4-13-95, 5-13-95, 6-13-95, 7-13-95, 8-13-95, 9-13-95, 10-13-95, 11-13-95, 12-13-95, 1-13-96, 2-13-96, 3-13-96, 4-13-96, 5-13-96, 6-13-96, 7-13-96, 8-13-96, 9-13-96, 10-13-96, 11-13-96, 12-13-96, 1-13-97, 2-13-97, 3-13-97, 4-13-97, 5-13-97, 6-13-97, 7-13-97, 8-13-97, 9-13-97, 10-13-97, 11-13-97, 12-13-97, 1-13-98, 2-13-98, 3-13-98, 4-13-98, 5-13-98, 6-13-98, 7-13-98, 8-13-98, 9-13-98, 10-13-98, 11-13-98, 12-13-98, 1-13-99, 2-13-99, 3-13-99, 4-13-99, 5-13-99, 6-13-99, 7-13-99, 8-13-99, 9-13-99, 10-13-99, 11-13-99, 12-13-99, 1-1400, 2-1400, 3-1400, 4-1400, 5-1400, 6-1400, 7-1400, 8-1400, 9-1400, 10-1400, 11-1400, 12-1400, 1-1401, 2-1401, 3-1401, 4-1401, 5-1401, 6-1401, 7-1401, 8-1401, 9-1401, 10-1401, 11-1401, 12-1401, 1-1402, 2-1402, 3-1402, 4-1402, 5-1402, 6-1402, 7-1402, 8-1402, 9-1402, 10-1402, 11-1402, 12-1402, 1-1403, 2-1403, 3-1403, 4-1403, 5-1403, 6-1403, 7-1403, 8-1403, 9-1403, 10-1403, 11-1403, 12-1403, 1-1404, 2-1404, 3-1404, 4-1404, 5-1404, 6-1404, 7-1404, 8-1404, 9-1404, 10-1404, 11-1404, 12-1404, 1-1405, 2-1405, 3-1405, 4-1405, 5-1405, 6-1405, 7-1405, 8-1405, 9-1405, 10-1405, 11-1405, 12-1405, 1-1406, 2-140
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[illegible]

CAMDEN AND CAMBERTOWN CITY COUNCILS
 STAFFING AND PARKING
 STAGE 1 ROAD DEVELOPMENT
 MENANGLE ROAD TO MENANGLE PARK
 ROAD ALIGNMENT AND EARTHWORKS
 PRELIMINARY ARRANGEMENT PLAN

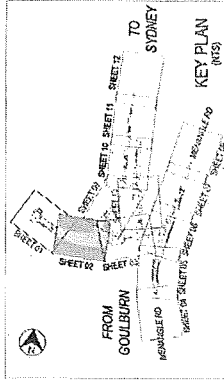
NOT FOR CONSTRUCTION
 DS2017/000204
 80% CONCEPT DESIGN
 DATE: 01/07/2017
 DRAWN BY: 00
 CHECKED BY: 00
 SHEET 2 OF 13

A3

(c) Roads and Maritime Services

NOTES

1. FOR GENERAL NOTES REFER SHEET NO. GE-0011.
2. FOR TYPICAL CROSS SECTIONS REFER SHEET NO. GE-0031 TO 0034.



NOT FOR CONSTRUCTION

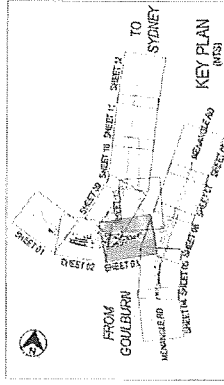
LEGEND	
	PROJECT BOUNDARY
	TEMPORARY WORKS BOUNDARY
	EASEMENT
	CAST-IRON
	LOT 19 DP 495334
	LOT AND DP NUMBER
	SURVEY
	CONTROL LINE MAIN CARRIAGEWAY
	CONTROL LINE LOCAL ROADS
	CONTROL LINE PAWPS
	4 M BEAM SAFETY BARRIER
	TYPE F FENCE POST
	END OF TERMINAL
	GUTTER INVERT
	FENCING & ACCESS
	EXISTING FENCE
	PROPOSED FENCE
	PROPOSED GATE
	PROPOSED ACCESS
	LIGHTING - REFERENCE ONLY
	PROPOSED STREET LIGHT COLUMN / LANTERN
	DRAINAGE WATER QUALITY & CHANNEL - REFERENCE ONLY
	PROPOSED DRAINAGE CULVERT
	EXISTING DRAINAGE CULVERT TO BE RETAINED
	PROPOSED SCOUR PROTECTION
	INDICATIVE CONSTRUCTION SEDIMENTATION BASIN
	PERMANENT WATER QUALITY BASIN
	PROPOSED TRAPEZOID CHANNEL - CONCRETE
	PROPOSED TRAPEZOID CHANNEL - GRASS
	PROPOSED TRAPEZOID CHANNEL - ROCK
	PROPOSED VEGETATED SWALE
	PROPOSED BERM DRAIN
	PROPOSED CONCRETE UNED MEDIUM

LEGEND

GENERAL	PROJECT BOUNDARY
	TEMPORARY WORKS BOUNDARY
	EASEMENT
	CADASTRE
	LOT 19
	LOT AND DP NUMBER
	CP 240324
	SURVEY
	MC10
	CONTROL LINE MAIN CARPARKWAY
	MC10
	CONTROL LINE LOCAL ROADS
	MC10
	CONTROL LINE RAMP
	MC10
	64 W HEAM SAFETY BARRIER
	TYPE F / BRIDGE PARAPET
	ET20N END TERMINAL
	GUTTER INVERT
	FENCING & ACCESS
	EXISTING FENCE
	PROPOSED FENCE
	PROPOSED GATE
	PROPOSED ACCESS
	LIGHTING - REFERENCE ONLY
	PROPOSED STREET LIGHT COLUMN / LANTERN
	DRAINAGE, WATER QUALITY & CHANNEL - REFERENCE ONLY
	PROPOSED DRAINAGE CULVERT
	EXISTING DRAINAGE CULVERT TO BE RETAINED
	PROPOSED SCOUR PROTECTION
	INDICATIVE CONSTRUCTION SEDIMENTATION BASIN
	PERMANENT WATER QUALITY BASIN
	PROPOSED TRAPEZOID CHANNEL - CONCRETE
	PROPOSED TRAPEZOID CHANNEL - GRASS
	PROPOSED TRAPEZOID CHANNEL - ROCK
	PROPOSED VEGETATED SWALE
	PROPOSED BEEM DRAIN
	PROPOSED CONCRETE LINED MEDIAN

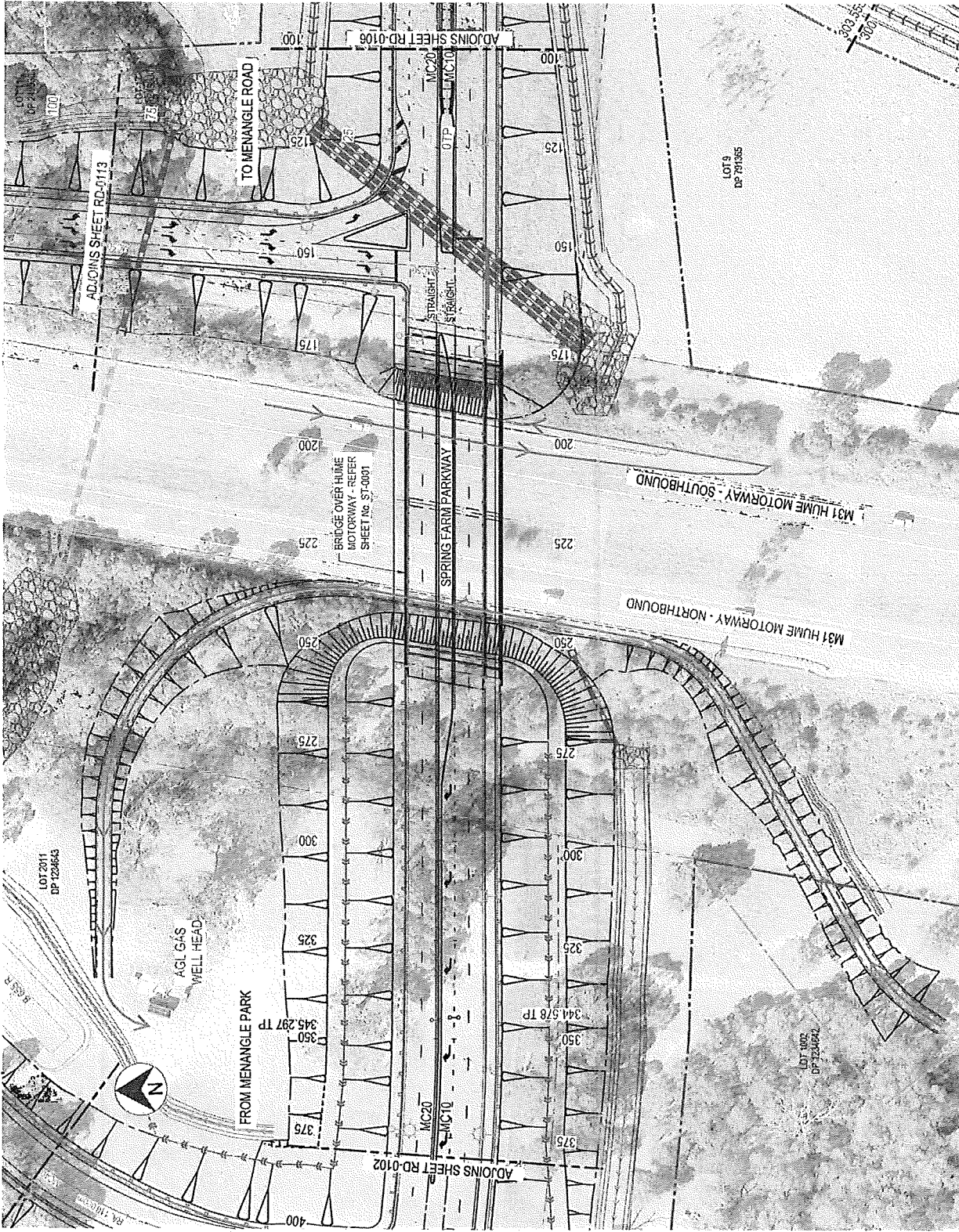
NOTES

- FOR GENERAL NOTES REFER SHEET No. GE-0011.
- FOR TYPICAL CROSS SECTIONS REFER SHEET No. GE-0011 TO 0024.



NOT FOR CONSTRUCTION

AS	AS
GARDEN AND CAMPBELL TOWN CITY COUNCILS	SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT	MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS	GENERAL ARRANGEMENT PLAN
DATE: 20/10/2018	PROJECT NO: DS2017/000204
SCALE: 1:1000	DATE: 20/10/2018
80% CONCEPT DESIGN	DESIGNER: TRANSPORT ROADS & MARITIME SERVICES












































































CLIENT	PROJECT NAME	DATE	PROJECT NO
Transport Roads & Maritime Services	STAGE 1 ROAD DEVELOPMENT	20/10/2018	DS2017/000204
PROJECT NO	DATE	PROJECT NO	DATE
DS2017/000204	20/10/2018	DS2017/000204	20/10/2018
DESIGNER	DATE	DESIGNER	DATE
TRANSPORT ROADS & MARITIME SERVICES	20/10/2018	TRANSPORT ROADS & MARITIME SERVICES	20/10/2018
PROJECT NO	DATE	PROJECT NO	DATE
DS2017/000204	20/10/2018	DS2017/000204	20/10/2018
DESIGNER	DATE	DESIGNER	DATE
TRANSPORT ROADS & MARITIME SERVICES	20/10/2018	TRANSPORT ROADS & MARITIME SERVICES	20/10/2018




GENERAL

TEMPORARY WORKS BOUNDARY
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EXISTING FENCE
PROPOSED FENCE
PROPOSED GATE
PROPOSED ACCESS



PROPOSED STREET LIGHT COLUMN / LANTERN

DRAINAGE, WATER QUALITY & CHANNEL - REFERENCE ONLY



PROPOSED DRAINAGE CULVERT

	EXISTING DRAINAGE CULVERT TO BE RETAINED
	PROPOSED SCOUR PROTECTION

INDICATIVE CONSTRUCTION SEDIMENTATION BASIN

PERMANENT WATER QUALITY BASIN

PROPOSED INFILTRATED CHANNEL



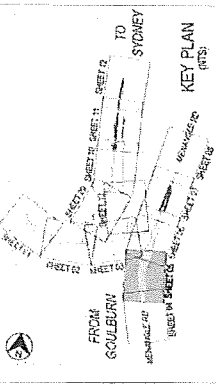
Diagram of a proposed trapezoid channel cross-section. The channel has a flat bottom of width 10 feet and sloped sides with a 1:1 ratio. The top width is 20 feet. The channel is shown within a larger rectangular area, with a 10-foot wide section on the left and a 10-foot wide section on the right. The channel is labeled "PROPOSED TRAPEZOID CHANNEL".

—2022—

PROPOSED CONCRETE LINED MEDIAN

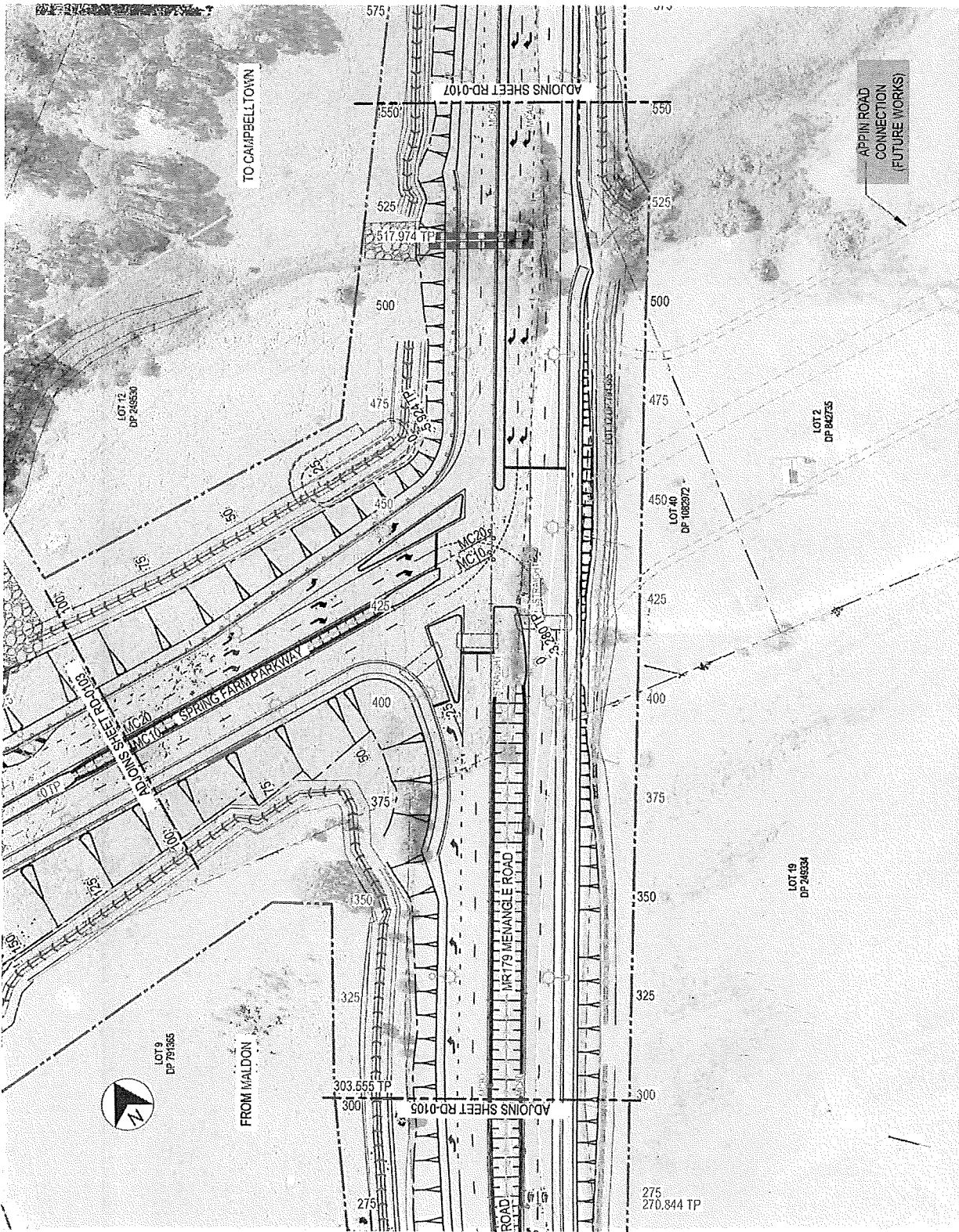
NOTES

2. FOR TYPICAL CROSS SECTIONS REFER SHEET NO. CE-1031 TO 1034.















NO! FOR CONSTRUCTION

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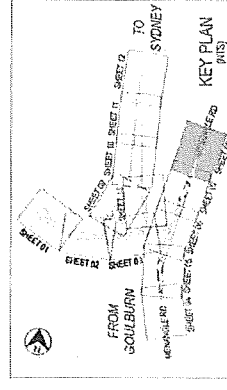
[illegible]

GENERAL

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|---|--|
| LIGHTING - REFERENCE ONLY | PROPOSED STREET LIGHT COLUMN / LANTERN |
|  | PROPPOSED WATER QUALITY & CHANNEL - REFERENCE ONLY |
|  | PROPOSED DRAINAGE CULVERT |
|  | EXISTING DRAINAGE CULVERT TO BE RETAINED |
|  | PROPOSED SCOUR PROTECTION |
|  | INDICATIVE CONSTRUCTION SEDIMENTATION BASIN |
|  | PERMANENT WATER QUALITY BASIN |
|  | PROPOSED TRAPEZOID CHANNEL - GRASS |
|  | PROPOSED TRAPEZOID CHANNEL - ROCK |
|  | PROPOSED VEGETATED SWALE |
|  | PROPOSED VERTM DRAIN |
|  | PROPOSED CONCRETE UNIFIED MEDIAN |
|  | |

NOTES

1. FOR GENERAL NOTES REFER SHEET No. GE-0011.

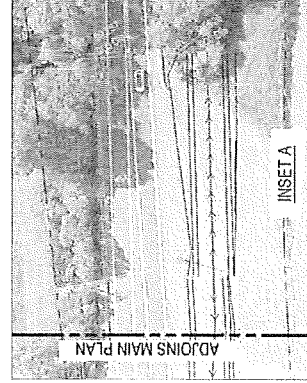
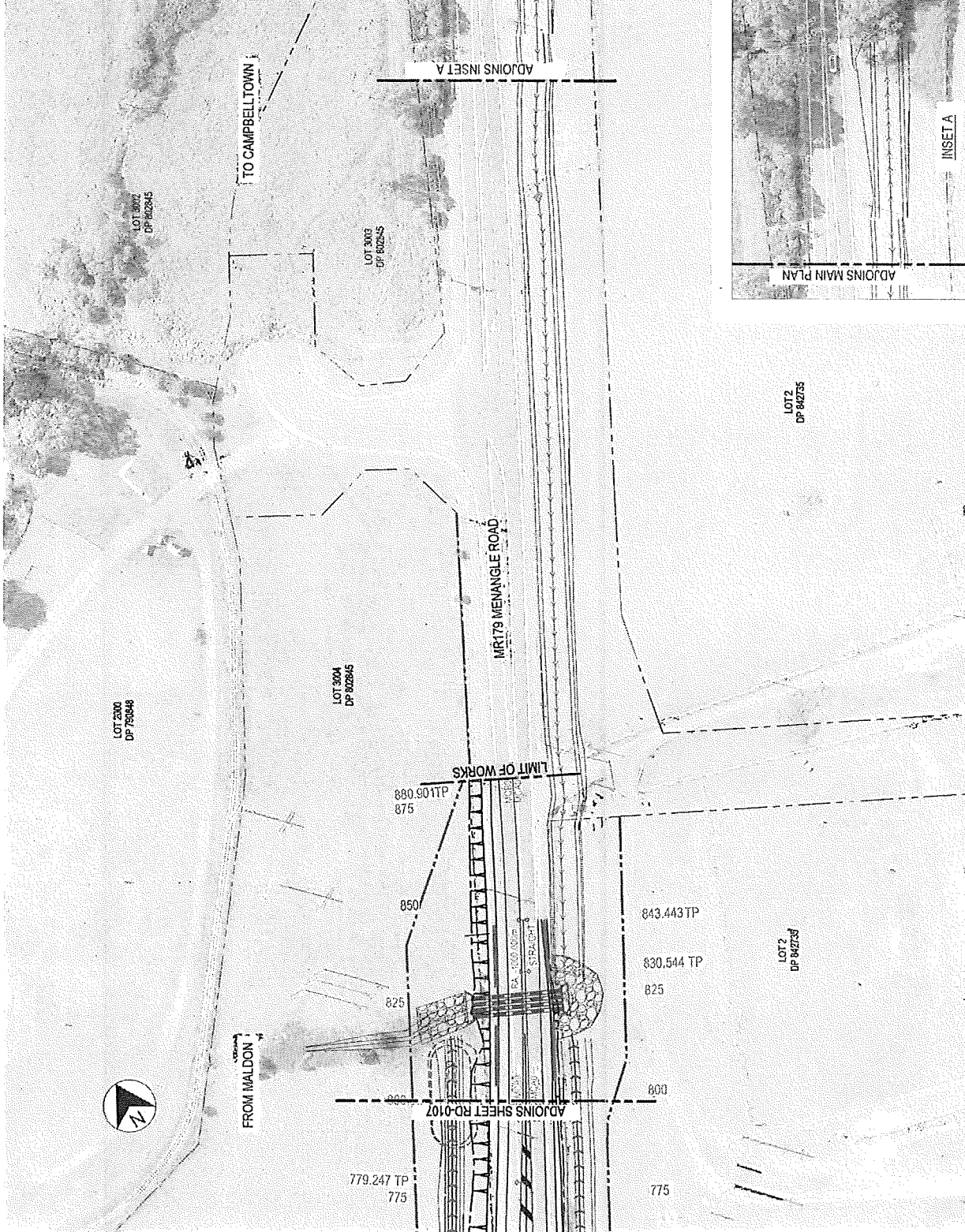


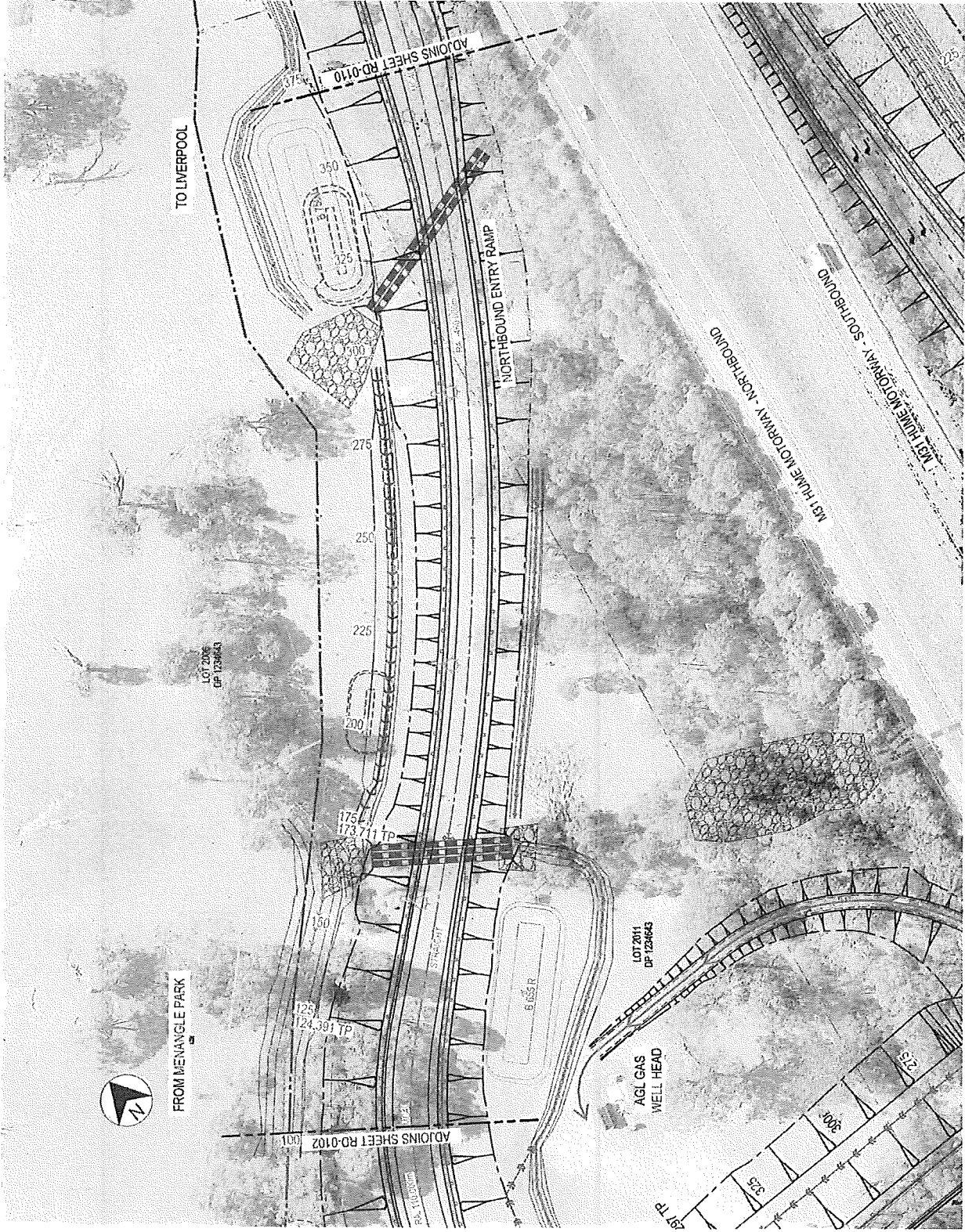
ALLTOWN CITY COUNCILS	AC
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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS

ISSUE STATUS
80% CONCEPT DESIGN

24 (2)

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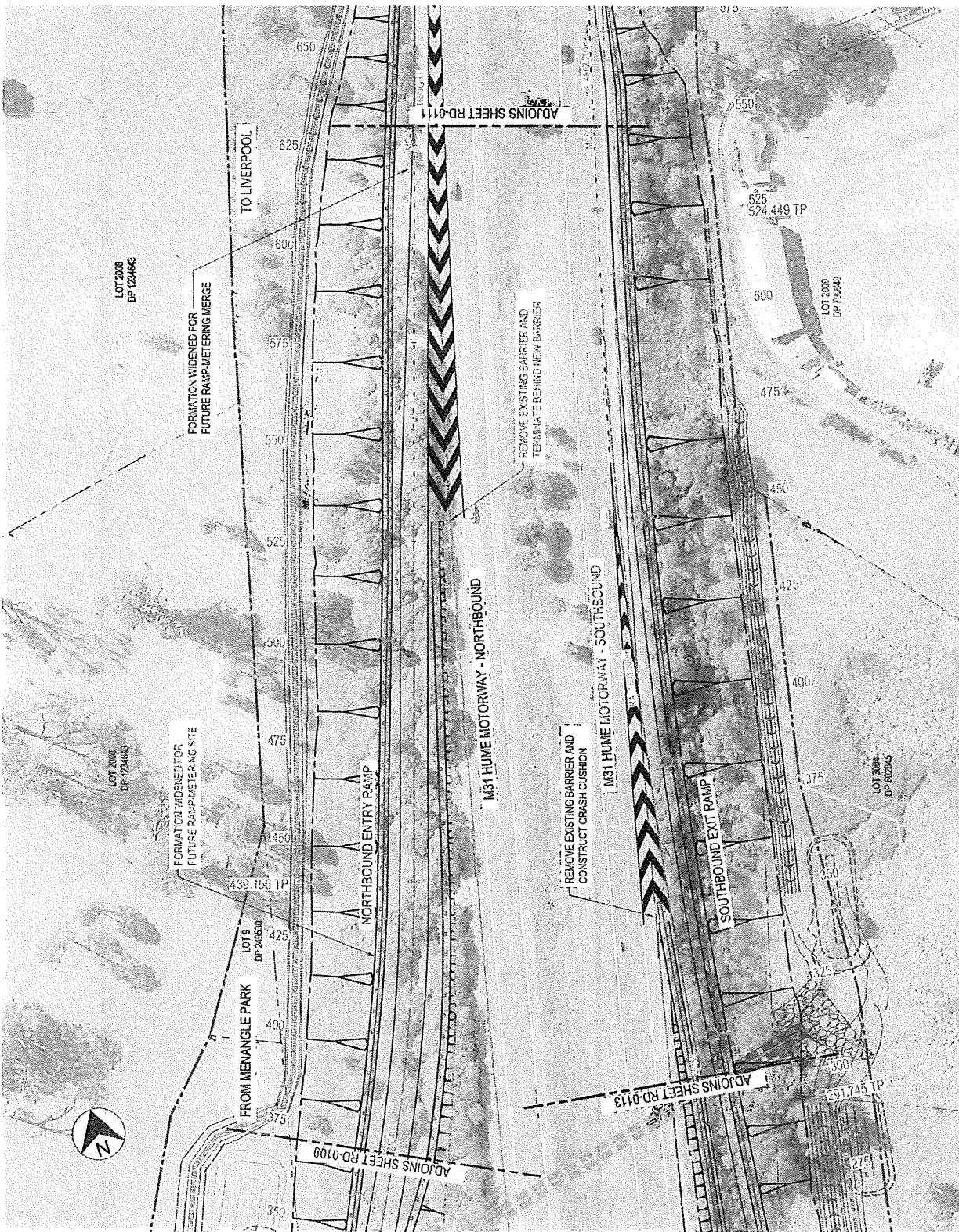
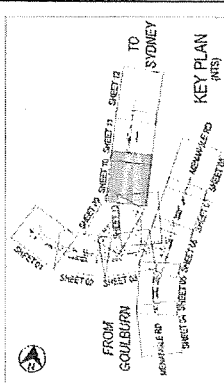
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NOT FOR CONSTRUCTION

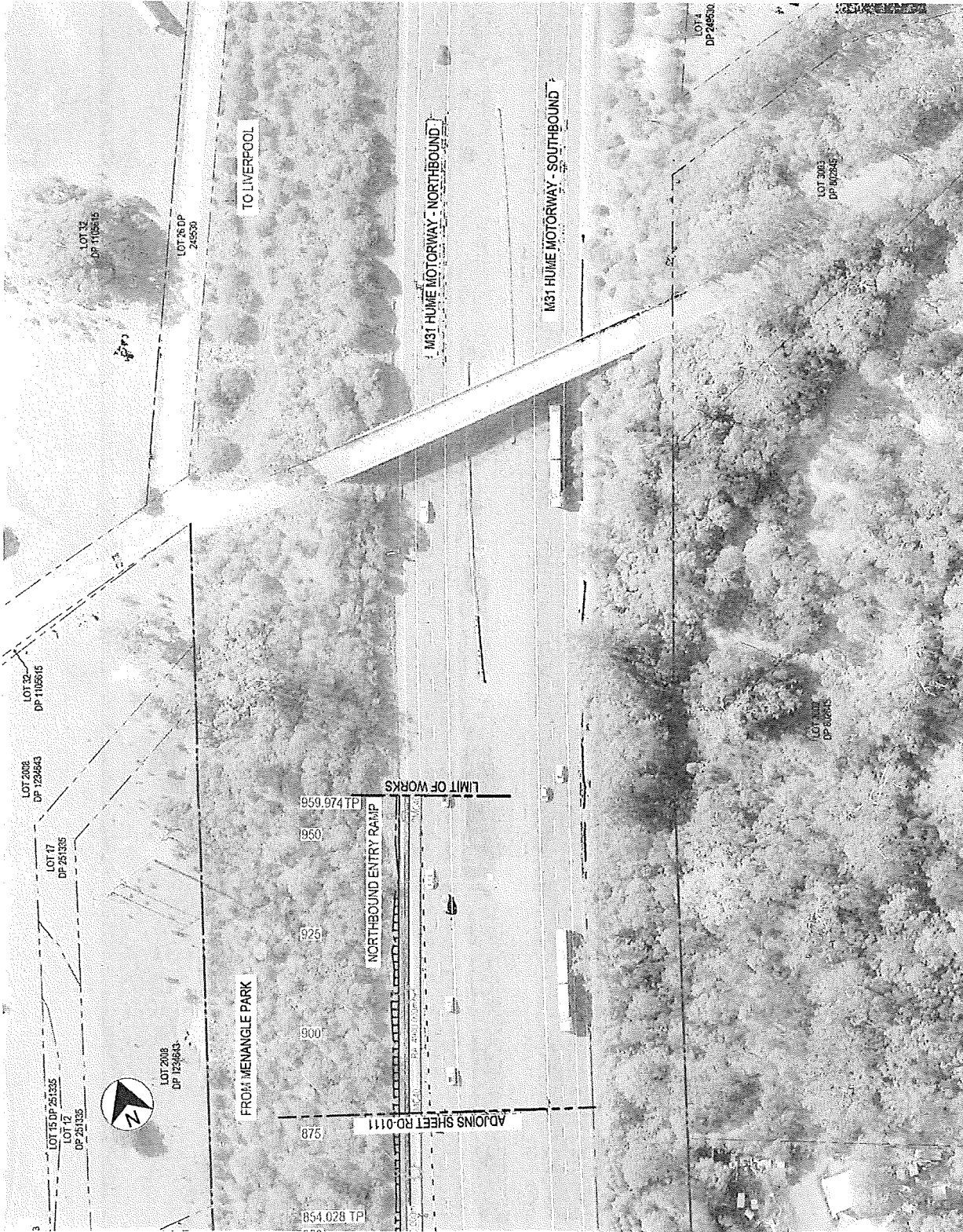
NOTES

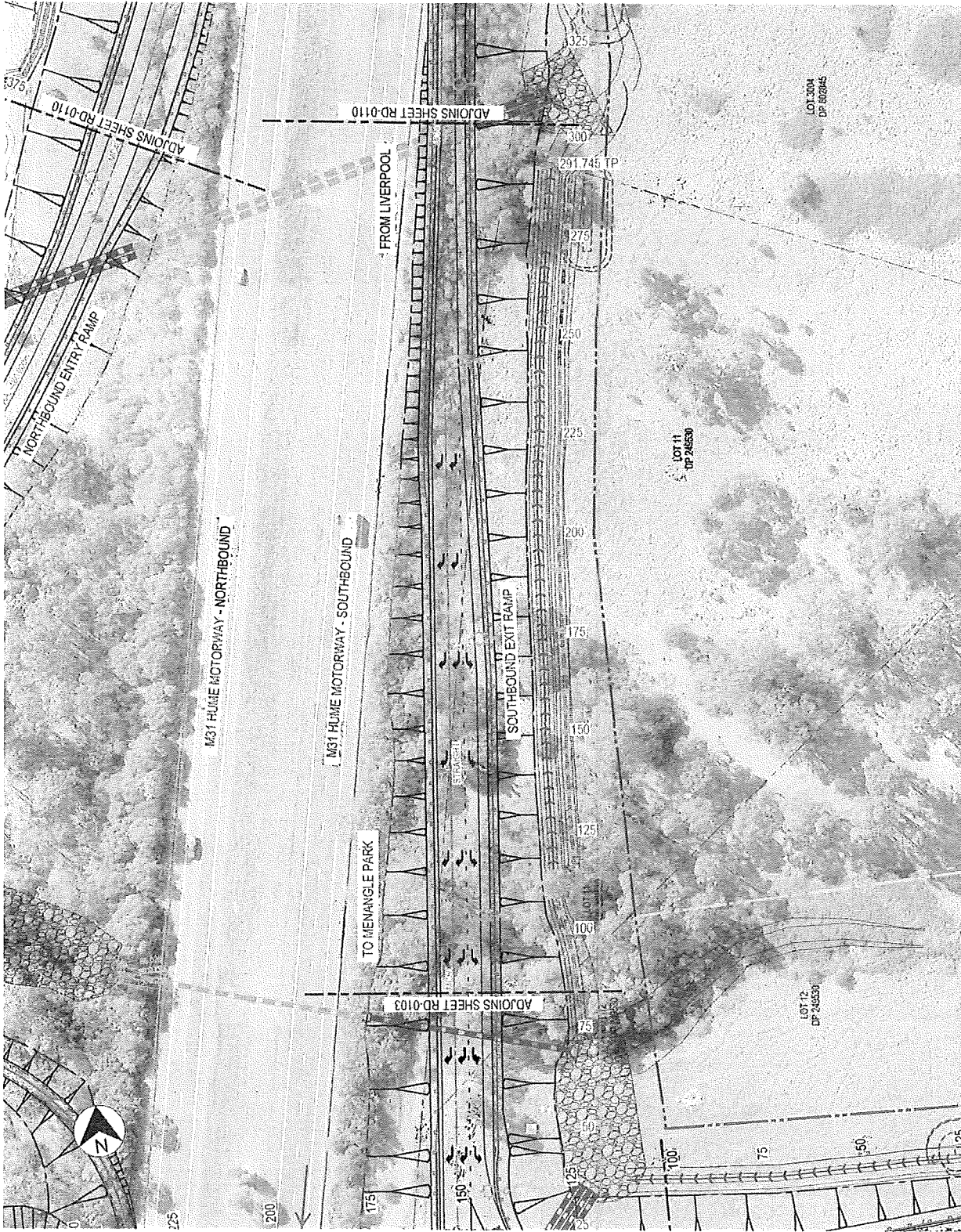
1. FOR GENERAL NOTES REFER SHEET No. GE-0014.



	PROJECT BOUNDARY		TEMPORARY WORKS BOUNDARY
	EASEMENT		CADASTRE
	LOT 19 DP 24334		CONTROL LINE MAIN CARRIAGEWAY
	LOT 22a		CONTROL LINE LOCAL ROADS
	LOT 22a		CONTROL LINE RAMPS
	G4 W BEAM SAFETY BARRIER		TYPE F BRIDGE PARAPET
	ET2009 END TERMINAL		GUTTER INVERT
	FENCING & ACCESS		EXISTING FENCE
	PROPOSED FENCE		PROPOSED GATE
	LIGHTING - REFERENCE ONLY		PROPOSED ACCESS
	DRAINAGE WATER QUALITY & CHANNEL - REFERENCE ONLY		PROPOSED DRAINAGE CULVERT
	EXISTING DRAINAGE CULVERT TO BE RETAINED		PROPOSED SODIS PROTECTION
	INDICATIVE CONSTRUCTION SEDIMENTATION BASIN		PERMANENT WATER QUALITY BASIN
	PROPOSED TRAPEZOID CHANNEL - CONCRETE		PROPOSED TRAPEZOID CHANNEL - GRASS
	PROPOSED VEGETATED SWALE		PROPOSED BERM DRAIN
	PROPOSED CONCRETE LINER MEDIAN		

[illegible]

[illegible]

[illegible]

The drawing illustrates a road alignment project with the following details:

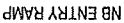
- Vertical Alignment:**
 - Vertical Curve 1:** L=52.685, G=-1.880%
 - Vertical Curve 2:** L=57.410, G=-5.723%
 - Vertical Curve 3:** L=289.700, G=-19.240
- Horizontal Alignment:**
 - STRAIGHT** section between stations 101.012 and 101.382.
 - CURVE** section between stations 101.382 and 101.753.
- Stationing and Elevation Data:**

Station	Existing Level	Design Level
98.434	98.434	98.434
98.577	98.577	98.577
98.874	98.874	98.874
99.471	99.471	99.471
100.020	100.020	100.020
100.442	100.442	100.442
101.012	101.012	101.012
101.382	101.382	101.382
101.753	101.753	101.753
102.039	102.039	102.039
102.158	102.158	102.158
102.402	102.402	102.402
101.895	101.895	101.895
101.513	101.513	101.513
99.496	99.496	99.496
99.057	99.057	99.057
100.246	100.246	100.246
- Key Features and Notes:**
 - BRIDGE OVER HUME MOTORWAY:** Located between stations 102.162 and 103.220.
 - HUME MOTORWAY:** The road being crossed by the bridge.
 - MIN. 5.4m VERTICAL CLEARANCE:** Indicated for the bridge structure.
 - SB EXIT RAMP:** Located near station 102.162.
 - APPIN ROAD CONNECTION (FUTURE WORKS):** Indicated at the start of the alignment.
 - DATUM R.L. 62.0**

[illegible]

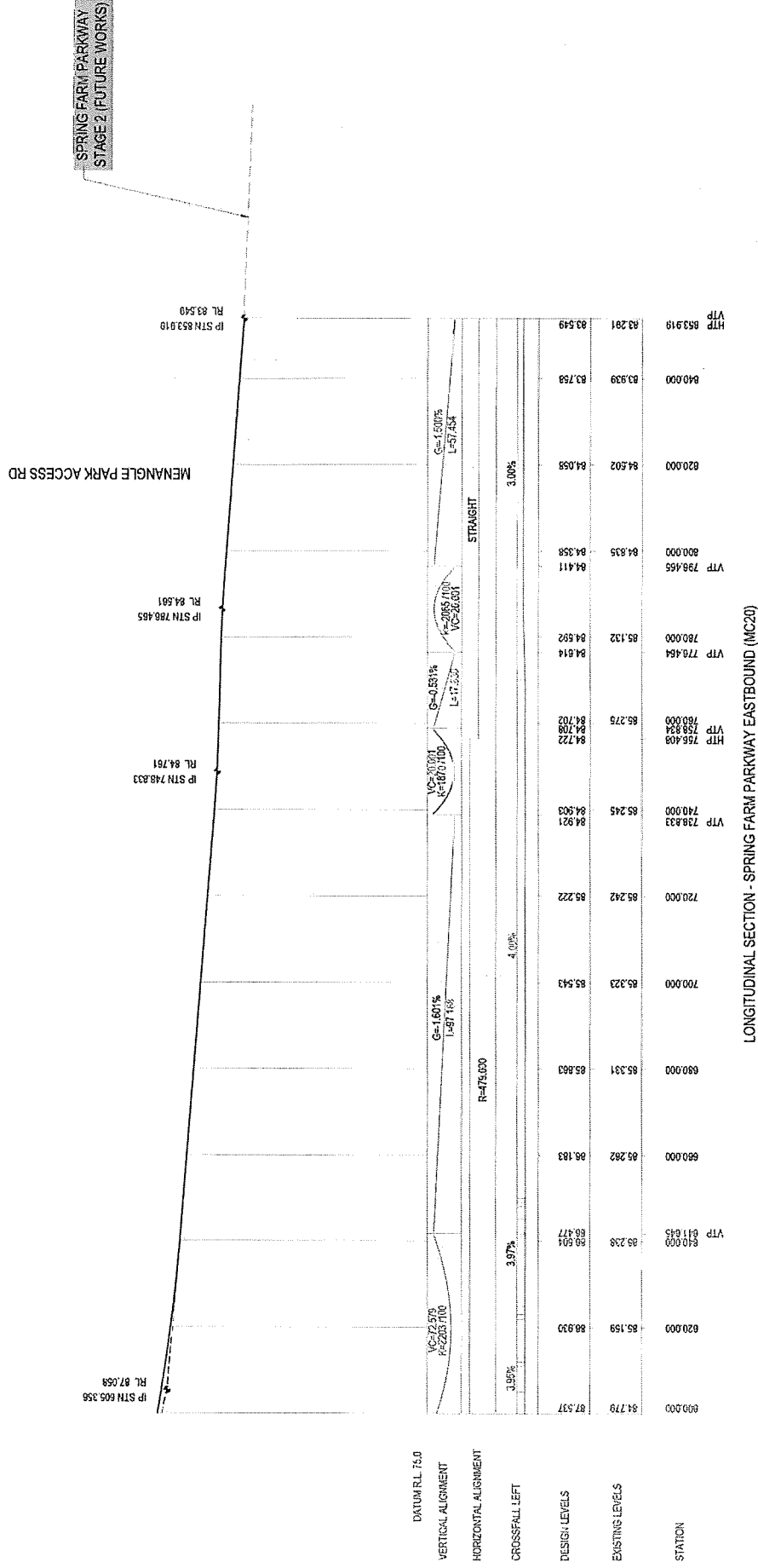
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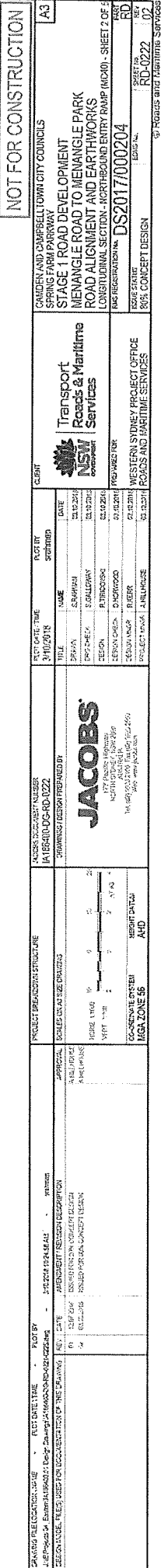
LONGITUDINAL SECTION - SPRING FARM PARKWAY EASTBOUND (MC20)

NOT FOR CONSTRUCTION

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ALLTOWN CITY COUNCILS	A3
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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS

LONGITUDINAL SECTION - NORTHBOUND ENTRY RAMP (MC40) - SHEET 3 OF 4

EXPANDED FOR

DESIGN	R. TURNER/PSM	03 10 2018
DESIGN CHECK	D. HOFER/200	03.10.2018

177 Pacific Highway
NORTH SYDNEY, NSW 2060
AUSTRALIA

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AL ALIGNMENT

CONCLUSIONS

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016-097-0

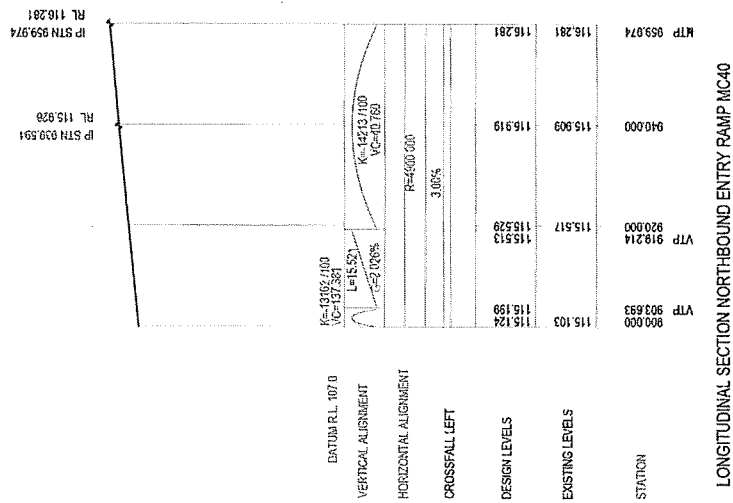
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10:21

STAGE 1

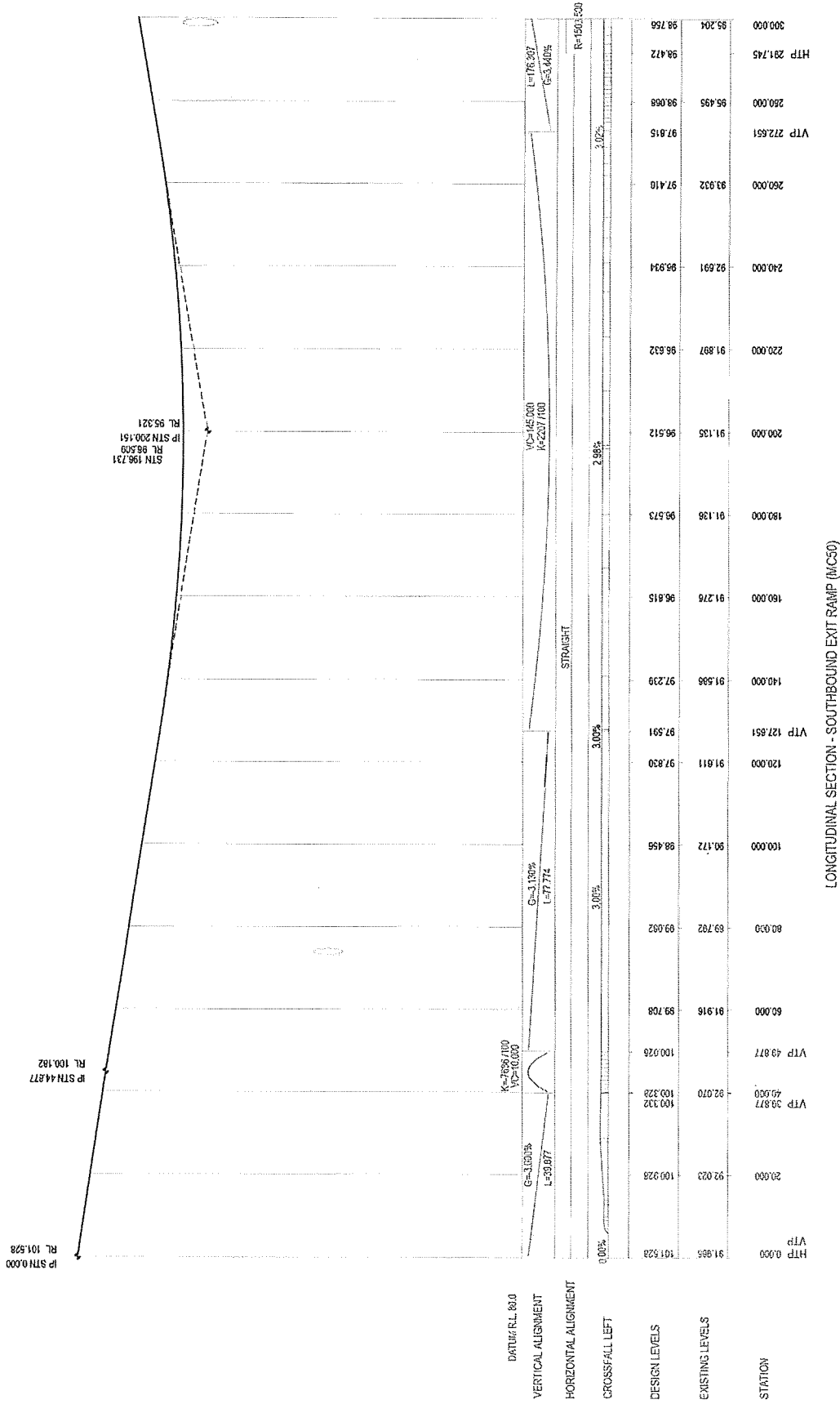
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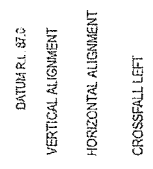
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ALLTOWN CITY COUNCILS	A3
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DEVELOPMENT TO MENACING EBB

62017/000204

NO. 1 (REVISED 10/1/80)

177 Pacific Highway
New Brighton, 1630 New South
Australia

COPIES ON A SIZE DRAWING

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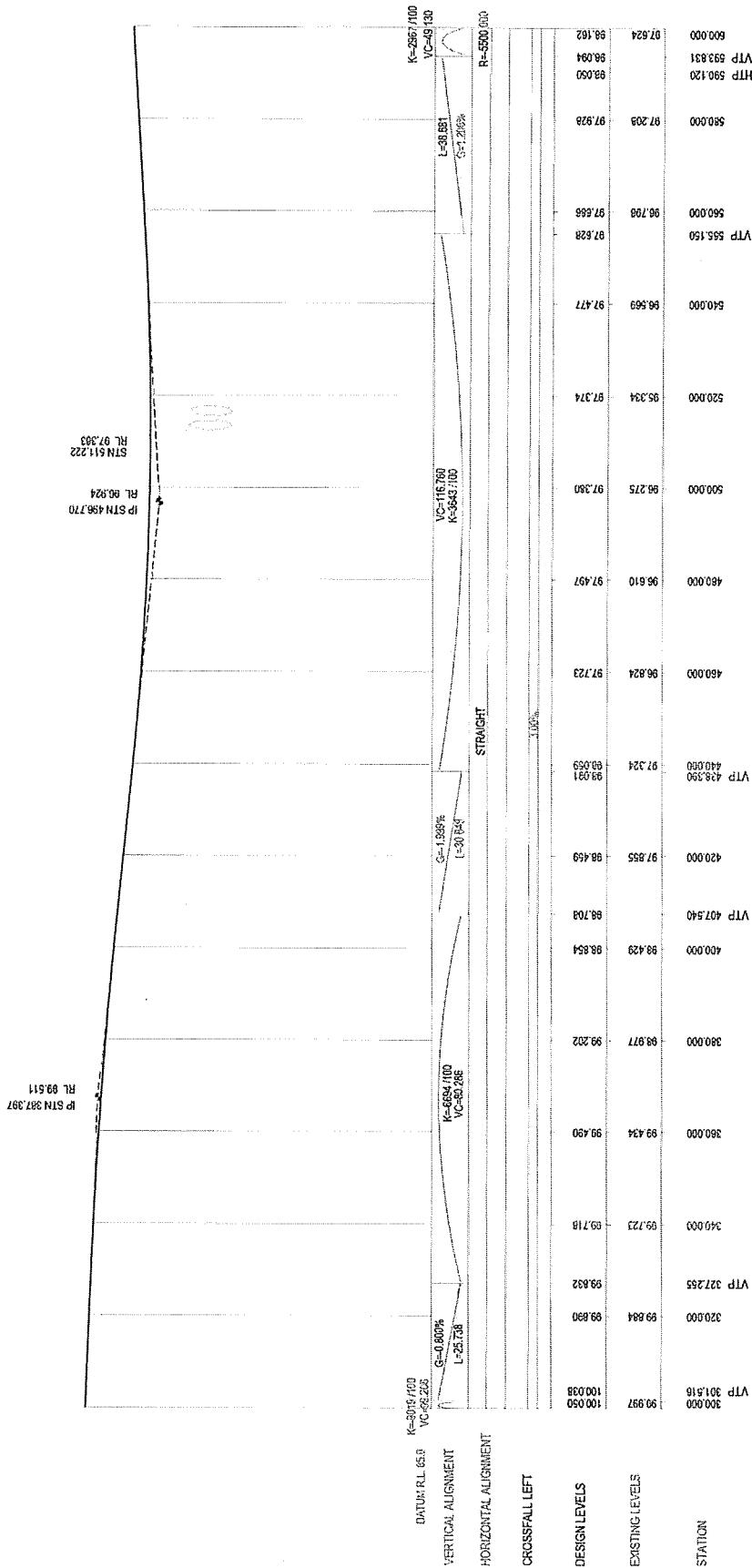
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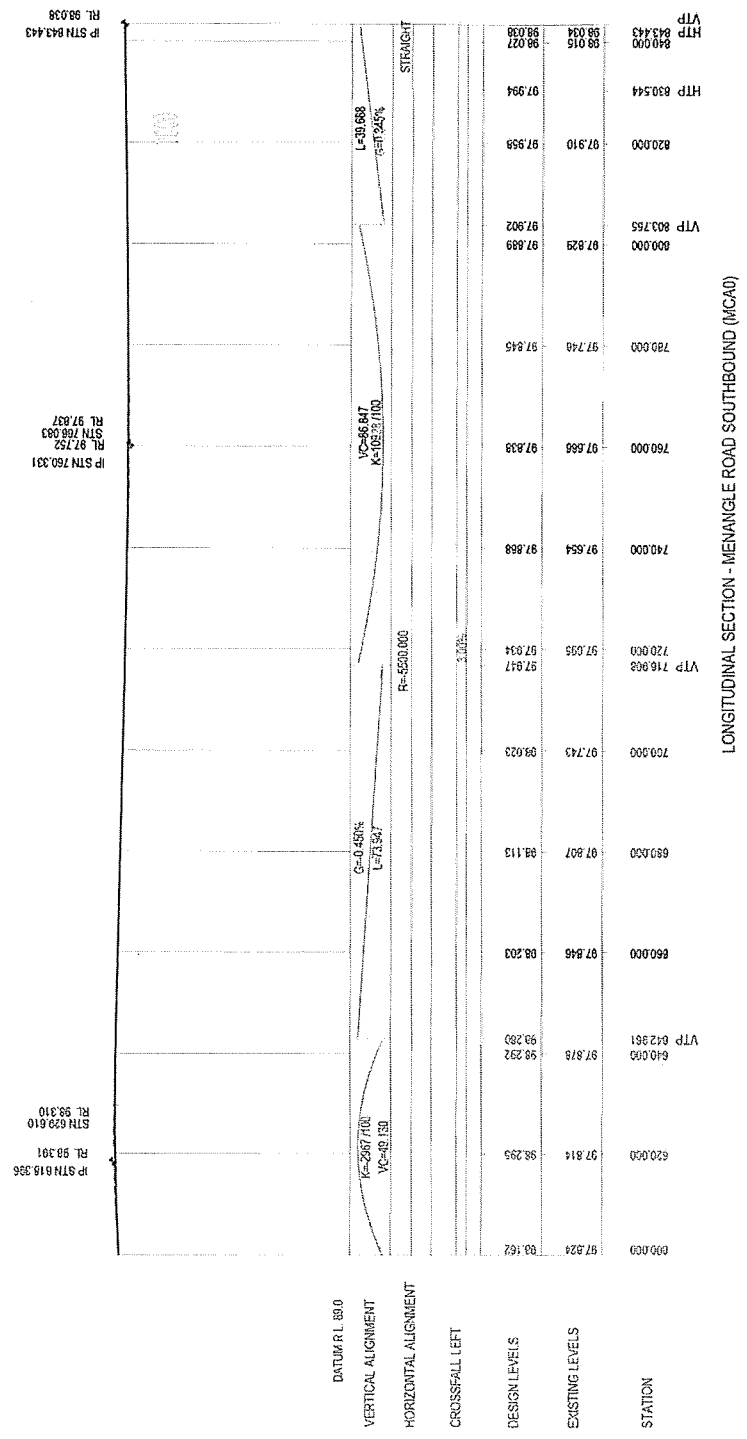
NO OF THIS DRAWING	REV	DATE	ASSIGNED FOR
	01	12/27/2018	

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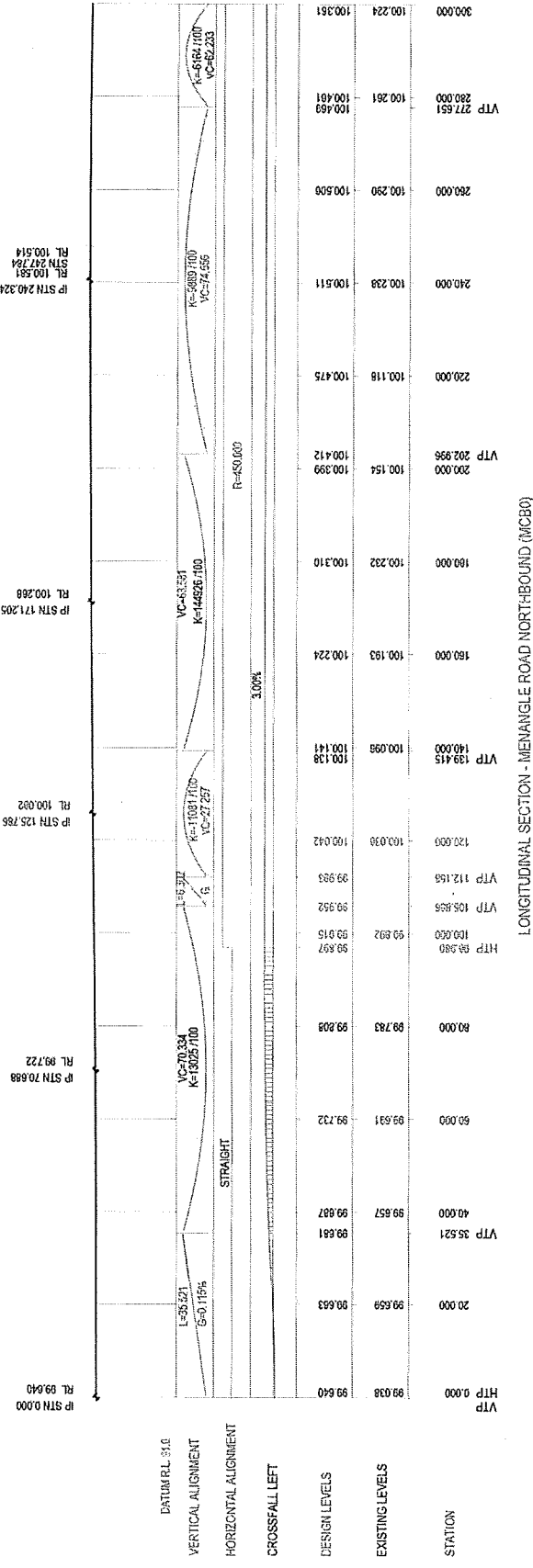
DATUM R.L. 89.0
VERTICAL ALIGNMENT
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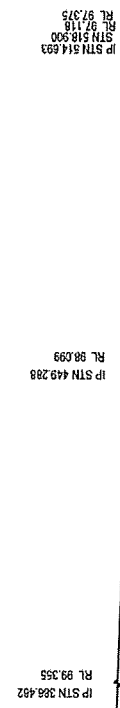
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6 Roads and Manum Services

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70	6-27-01	REAR END	SUBVANSION
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VERTICAL ALIGNMENT

HORIZONTAL ALIGNMENT

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DESIGN LEVELS

EXISTING LEVELS

STATION

LONGITUDINAL SECTION - SUBDIVISION ACCESS ROAD (MCF0)

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JACOBS
17 Drake Avenue
North Sydney NSW 1585
AUSTRALIA
Tel (02) 9525 2199 Fax (02) 9525 2500
Web www.jacobs.com

PLOT DATE / TIME	NAME	PLOT BY
3/10/2018		Sahman
TITLE	NAME	DATE
DIRECTION	S. BAHMAN	10.10.2018
DINO CHECK	S.GALDHWY	02.10.2018
CUSION	R.TIWARI	03.10.2018
DESIGN CHECK	D.HARWOOD	05.10.2018
DESIGN MANGER	RULIER	07.10.2018
PROJECT MANOR	A.JILLHOUSE	10.10.2018

NSW
TRANSPORT
Roads & Maritime
Services

CARDEN AND CAMPBELL TOWN CITY COUNCILS STAGE-1 AND PROPOSED TRUNK ROAD DEVELOPMENT MENANGLE ROAD TO MENANGLE PARK ROAD ALIGNMENT AND EARTHWORKS LONGITUDINAL SECTION - SUBDIVISION ACCESS ROAD (ACFTU) POST REVISIONS TO: DS2017/000204 DATE: 01/07/2018 80% CONCEPT DESIGN DRAWN: JLM/ML	02	RD	02
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Annexure B

Milestones and Contributions

See attached.

COLUMN 1 Milestone	COLUMN 2 Funding Date	COLUMN 3 Funding Amount Allocation (\$AUD)	COLUMN 4 Funding Party	COLUMN 5 Security Party
Milestone 1	The date this Deed is executed.	(100%) \$3,347,826 in respect of the Property B Land	Landcom	N/A
		(100%) \$1,652,174 in respect of the Property A Land	Landcom	N/A
Milestone 2	The Funding Date for Milestone 2a.	(100%) \$38,834,784 in respect of the Property B Land	Landcom	N/A
		(100%) \$19,165,216 in respect of the Property A Land	Landcom	N/A
		(100%) \$23,000,000 in respect of the Dahua Land	Dahua 3	N/A
If the Funding Allocation Amount for Milestone 2 will be partly paid and partly secured by a Security:				
Milestone 2a	The date which RMS, acting reasonably, nominates as being 10 weeks before the date on which RMS issues a Request for Tenders (or similar document) for the head construction contract for the Required Works, or such later date as specified in a written notice from RMS to Landcom and Dahua 3 following approval of the Final Business Case. Landcom may, in its discretion, provide the funding at an earlier date.	(25%) \$9,708,696 in respect of the Property B Land	Landcom	N/A
		(25%) \$4,791,304 in respect of the Property A Land	Landcom	N/A
		(25%) \$5,750,000 in respect of the Dahua Land	Dahua 3	N/A
Milestone 2b	The date which RMS, acting reasonably and with due diligence, nominates in a written notice to	(25%) \$9,708,696 in respect of the Property B Land	Landcom	Landcom

COLUMN 1 Milestone	COLUMN 2 Funding Date	COLUMN 3 Funding Amount/Allocation (\$AUD)	COLUMN 4 Funding Party	COLUMN 5 Security Party
	Dahua 3 and Landcom under clause 5.2(c)(i), as the date on which 25% of the Required Works will have been completed. Landcom may, in its discretion, provide the funding at an earlier date.	(25%) \$4,791,304 in respect of the Property A Land	Landcom	Landcom
		(25%) \$5,750,000 in respect of the Dahua Land	Dahua 3	Dahua 3
Milestone 2c	The date which RMS, acting reasonably and with due diligence, nominates in a written notice to Dahua 3 and Landcom under clause 5.2(c)(i), as the date on which 50% of the Required Works will have been completed. Landcom may, in its discretion, provide the funding at an earlier date.	(25%) \$9,708,696 in respect of the Property B Land	Landcom	Landcom
		(25%) \$4,791,304 in respect of the Property A Land	Landcom	Landcom
		(25%) \$5,750,000 in respect of the Dahua Land	Dahua 3	Dahua 3
Milestone 2d	The date which RMS, acting reasonably and with due diligence, nominates in a written notice to Dahua 3 and Landcom under clause 5.2(c)(i), as the date on which 75% of the Required Works will have been completed. Landcom may, in its discretion, provide the funding at an earlier date.	(25%) \$9,708,696 in respect of the Property B Land	Landcom	Landcom
		(25%) \$4,791,304 in respect of the Property A Land	Landcom	Landcom
		(25%) \$5,750,000 in respect of the Dahua Land	Dahua 3	Dahua 3
		Total Milestone 2: \$81,000,000		
		Grand total : \$86,000,000		

Annexure C

Property A Land, Property B Land and Dahua Land

- 1 Property A Land
 - a. Lot 641 DP600334
 - b. Lot 1001 DP1219028
 - c. Lot 32 DP1101983
 - d. Lot 1 DP598067
 - e. Lot 7 DP801774
 - f. Lot 1002 DP1234642

- 2 Property B Land
 - a. Lot 2 DP554242
 - b. Lot 59 DP10718
 - c. Lot 12 DP251335
 - d. Lot D DP19853
 - e. Lot 32 DP1105615
 - f. Lot 1000 DP1219023
 - g. Lot 1 DP1091474
 - h. Lot 9 DP249530
 - i. Lot 15 DP251335
 - j. Lot 17 DP251335
 - k. Lot 4 DP628052
 - l. Lot 2006 DP1234643
 - m. Lot 2007 DP1234643

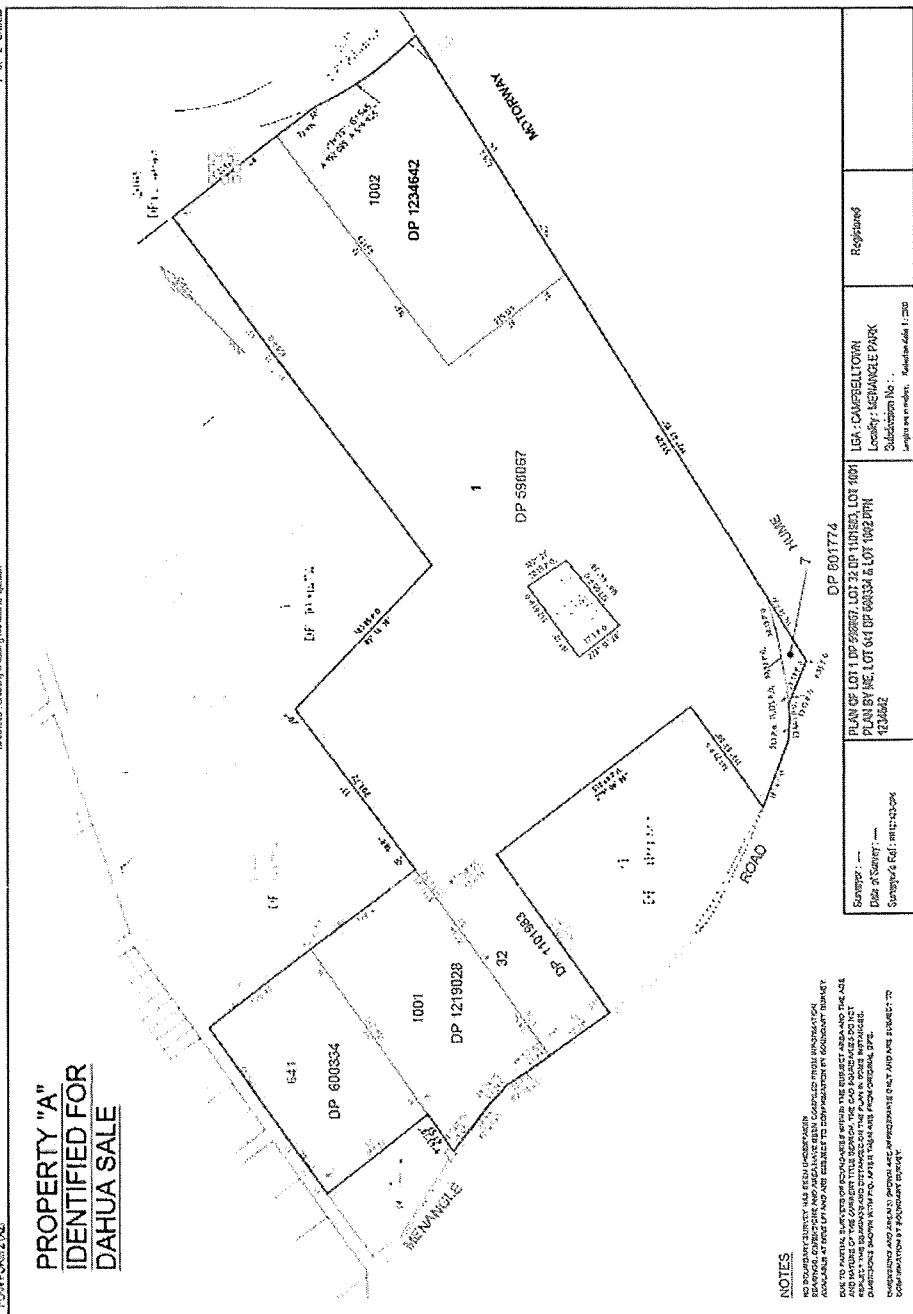
- n. Lot 2008 DP1234643
- o. Lot 2009 DP1234643
- p. Lot 2010 DP1234643

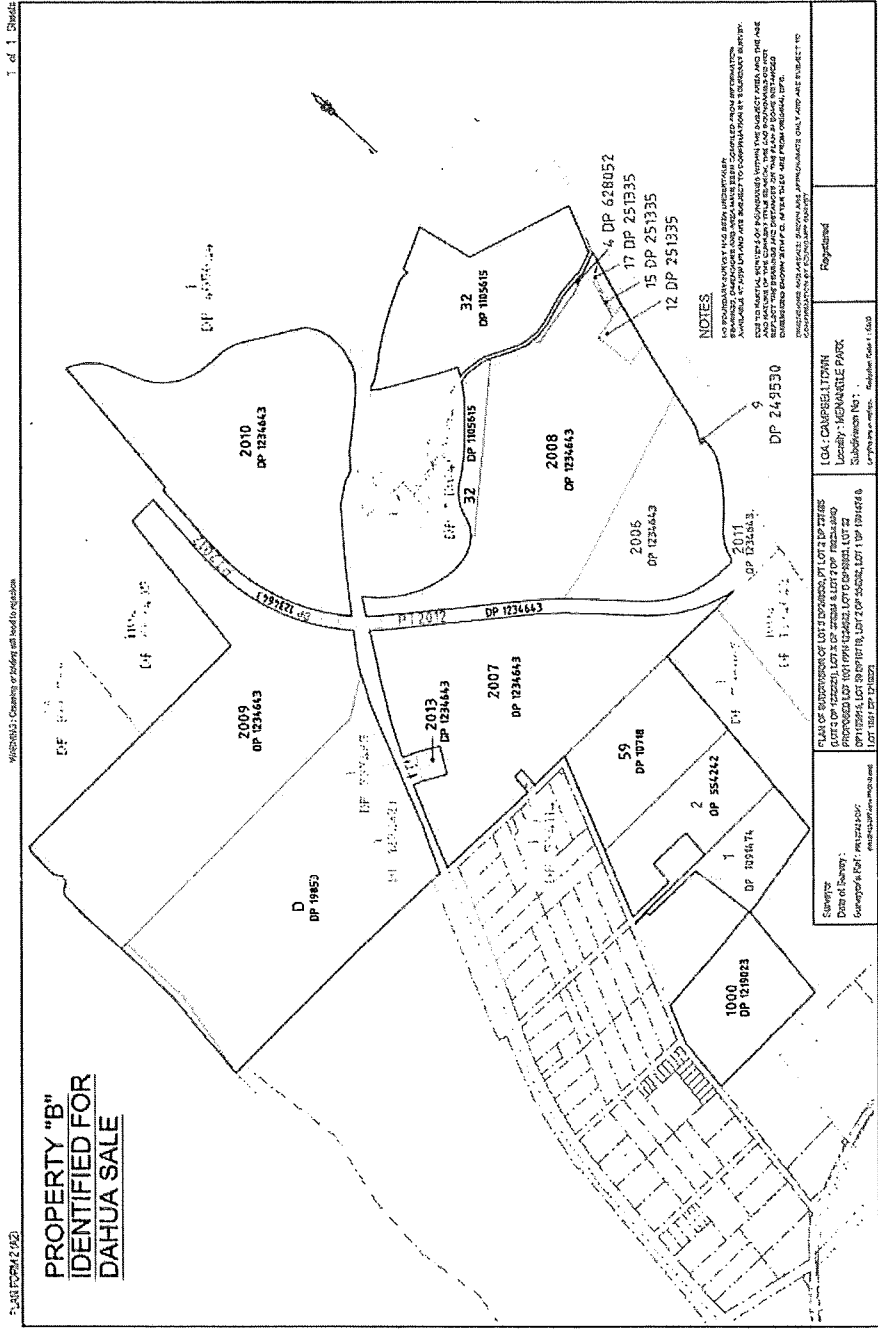
3 Dahua Land

- a. Lot 3 DP236059
- b. Lot 124 DP1097090
- c. Lot 7 DP787284
- d. Lot 1 DP727098
- e. Lot 1 DP708770
- f. Lot 1 DP707225
- g. Lot 1 DP249393
- h. Lot 33 DP1101983
- i. Lot 31 DP1101983
- j. Lot 125 DP1097138
- k. Lot 1 in DP1247661

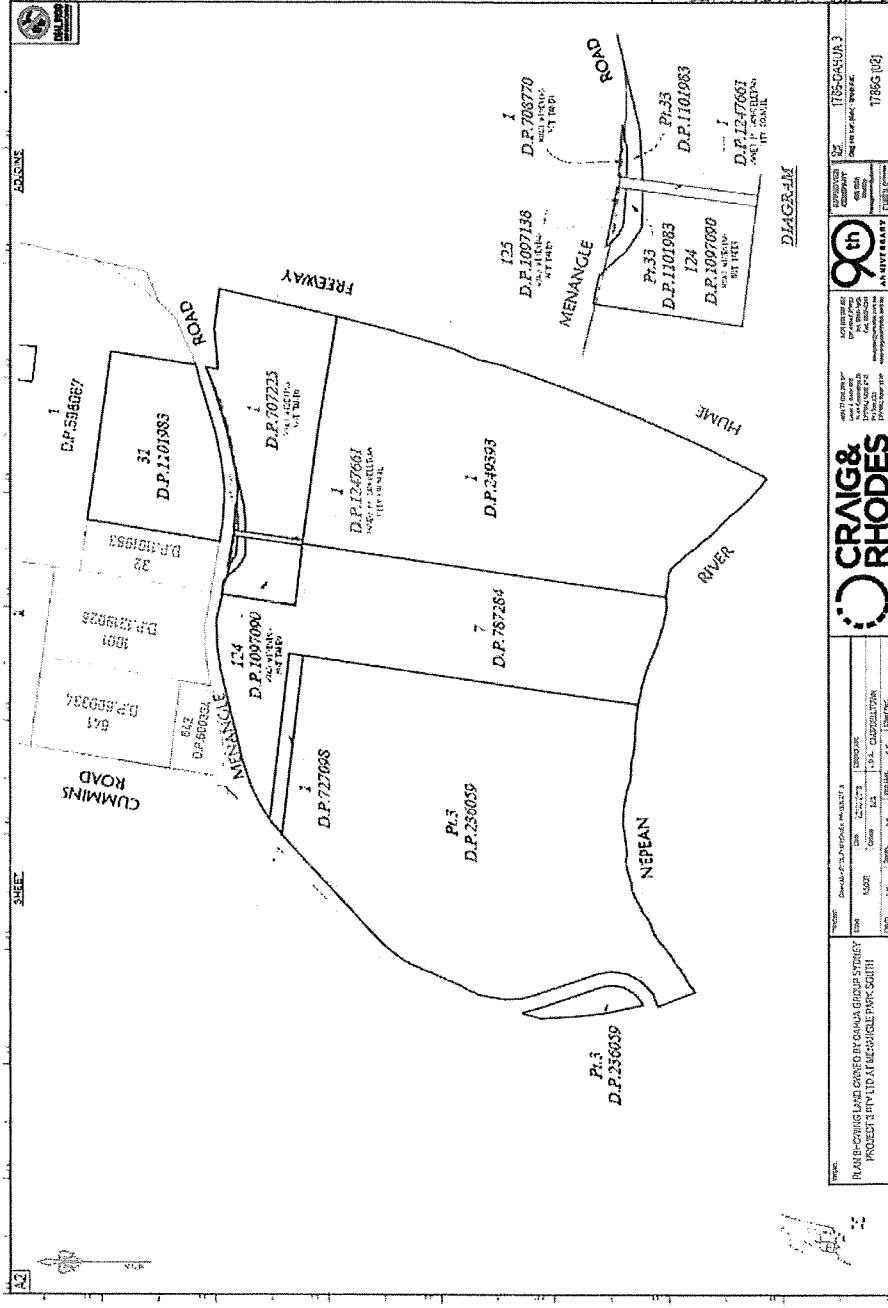
**PROPERTY "A"
IDENTIFIED FOR
DAHUA SALE**

1 of 2 Sheets





Dahua Land



Annexure D

Dedicated Land

Column A Title reference	Column B Timing of dedication
Lot 2012 in DP1234643	No later than: <ul style="list-style-type: none">• 4 months after the date the Dedication Notice is issued by RMS; or• 2 months after the date of execution of the Relevant VPAs by all parties to those Relevant VPAs, whichever is the later.
Lot 2011 in DP1234643	No later than: <ul style="list-style-type: none">• 4 months after the date the Dedication Notice is issued by RMS; or• 2 months after the date of execution of the Relevant VPAs by all parties to those Relevant VPAs, whichever is the later.
The Additional Dedicated Land.	No later than: <ul style="list-style-type: none">• 4 months after the date the Dedication Notice is issued by RMS; or• 2 months after the date of execution of the Relevant VPAs by all parties to those Relevant VPAs, whichever is the later.

Annexure E

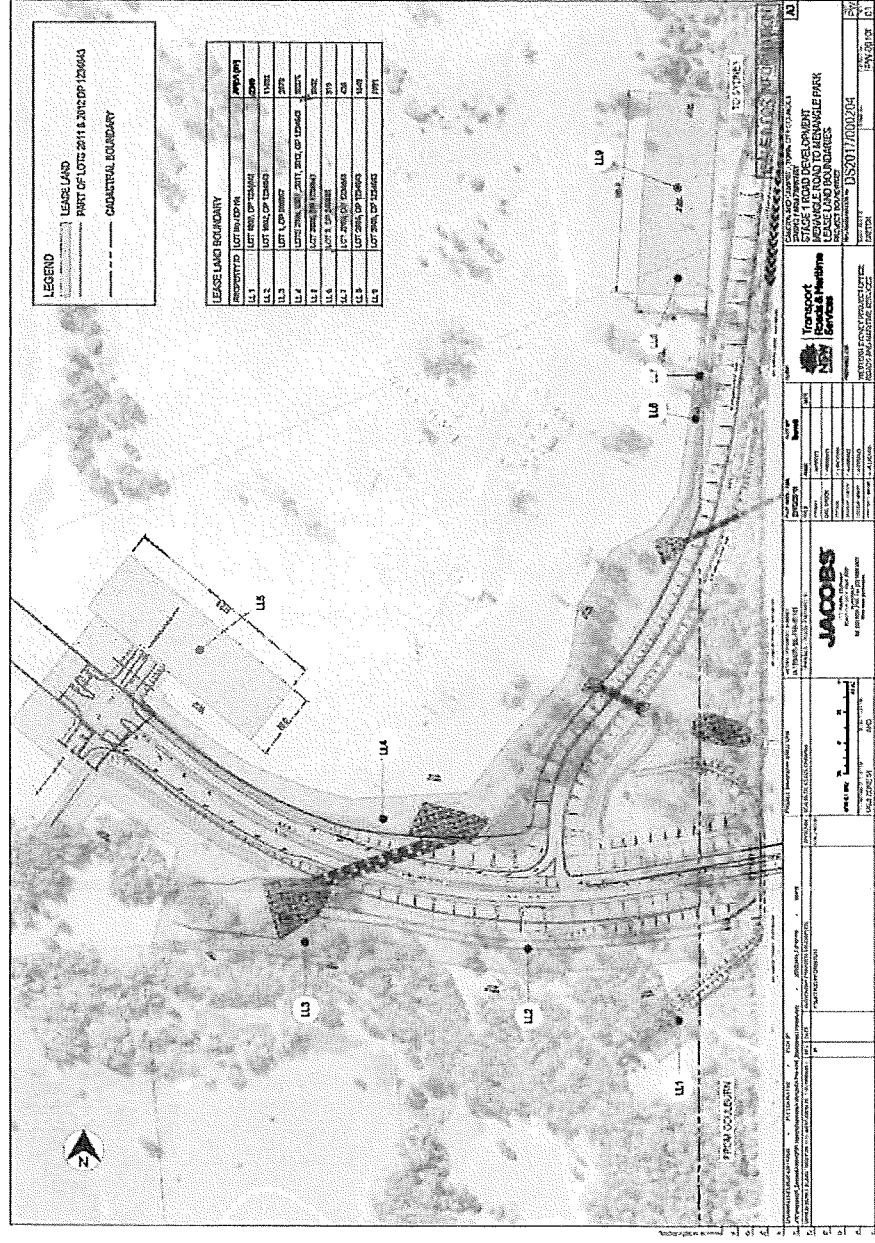
Lease Land

The **Lease Land** is the land comprising all or part of the parcels specified in part 1 of this Annexure E, as depicted on the plan specified in part 2 of this Annexure E.

1 Title reference

- (a) Lot 1 DP 598067
- (b) Lot 2011 in DP1234643
- (c) Lot 2012 in DP1234643
- (d) Lot 2007 in DP1234643
- (e) Lot 2006 in DP1234643
- (f) Lot 1002 in DP1234642
- (g) Lot 9 in DP249530
- (h) Lot 2008 in DP1234643

2 Plan of Lease Land



Annexure F

Spring Farm SRG Terms of Reference

1 Background

Spring Farm Parkway is a potential east-west road that would link Camden Bypass at Spring Farm to Menangle Road at Menangle Park, including connections to the M31 Hume Highway. When completed, the proposed road would service existing and future residential land releases including Spring Farm, Elderslie, Menangle Park and Mount Gilead and will provide an alternative route to Narellan Road with access to the Hume Highway.

The NSW Government 2016-17 budget has committed \$30 million under the Housing Acceleration Fund Round 4 to fast track planning and Stage 1 construction for the Parkway. RMS has commenced investigations and plans to deliver a strategic design for the corridor and a business case for construction of Stage 1 within the available funding.

RMS is working with Landcom and the Dahua Group to develop a funding agreement for funding towards the delivery of Stage 1 to support the Menangle Park rezoning as endorsed by Campbelltown Council in November/December 2016. Endorsement was on condition of satisfactory arrangements towards the Stage 1 infrastructure prior to sub-division. The Landcom and the Dahua Group contribution to funding is estimated at over 74% of the total funding for Stage 1 of the Spring Farm Parkway.

The design and cross-section developed by Landcom for Stage 1 of the Spring Farm Parkway are generally being used to guide design development and the limits of the Required Works. RMS can vary the ultimate design of Stage 1 to enable delivery of access to the Menangle Park development within the total funding available.

The specifications and the project estimate will be refined as investigations and NSW Gateway approvals progress.

2 Role and Purpose

The intent of this stakeholder reference group is to facilitate cooperation between key stakeholders and RMS during planning, investigations and feasibility assessment for delivery of Stage 1 for the Spring Farm Parkway.

This process will allow for open communication and transparency through the development of the project and finalisation of the specifications and final project estimate for Stage 1.

As funding contributions from Landcom and the Dahua Group are capped and RMS does not have the capacity to provide for any funding gaps, this group will work together to share information and maintain a high level of awareness of investigations, risks and mitigation measures to achieve the outcomes necessary to provide access to Landcom's and the Dahua Group's development in Menangle Park within the available resources.

Key aspects will include:

- (a) ensuring the SRG is fully informed of progress of the Required Works during the term of development and delivery, including the design options and estimates to be included in the project business case;
- (b) ensuring the SRG is fully informed of changes to key program milestones/specifications and/or funding issues and contribute to problem solving;
- (c) discussing major issues and risks with the potential to impact the cost and delivery of the Required Works;
- (d) facilitating an understanding at the SRG of the project management and NSW Gateway framework that is used by RMS to manage the project, control costs and provide value for money;
- (e) facilitating understanding and co-operative problem solving; and
- (f) reporting and making recommendations to the Department/RMS/TfNSW HAF PCG regarding program, specifications and/or funding to support Stage 1 of the Spring Farm Parkway.

3 Term

This Terms of Reference is effective during the period of development and delivery of the Required Works, commencing on the date of the Transport Infrastructure Contributions Deed.

4 Membership

The group will comprise key strategic agencies and partners, including:

- (a) RMS
- (b) Landcom
- (c) The Dahua Group
- (d) The Department

Others to be invited as needed, include:

- (a) Council
- (b) Transport for NSW
- (c) Greater Sydney Commission
- (d) others as agreed.

All parties must ensure that suitably informed and authorised representatives are made available to contribute to meetings and workshops as required.

5 Meetings

- (a) All meetings will be chaired by RMS.
- (b) The meetings will include discussion on:
 - (i) progress in design and construction of the Required Works (as appropriate);
 - (ii) progress against the Indicative Program, including having regard to the Target End Date for the opening of the Carriageway to traffic and completion of as much of other the Required Works as possible;
 - (iii) any proposed variations to the scope of the Required Works;

- (iv) progress against the budget for the Required Works; and
 - (iii) to the extent reasonable practicable, utilisation of Contaminated materials (including soils and building and demolition waste) on the Dedicated Land for the Required Works and mechanisms to avoid the disposal of waste offsite.
- (c) Without limiting the other issues which they may raise at the meetings, the Developers may raise material issues arising from their review of information relating to the Cost of the Required Works.
- (d) Except as set out below, all decisions are to be made by consensus (i.e. members are satisfied with the decision even though it may not be their first choice).
- (e) If:
 - (i) a material issue arises during the design phase of the Project;
 - (ii) consensus cannot be reached at a meeting on that issue; and
 - (iii) RMS, acting reasonably, determines that the resolution of that issue will not interfere with, or cause delays to, the Indicative Program,then the disputing attendees will be given an opportunity to escalate that issue to their respective senior executives, who will promptly meet and endeavour to negotiate in good faith to resolve the issue in dispute.
- (f) If:
 - (i) a material issue arises at any other time during the Project; and
 - (ii) consensus cannot be reached at a meeting on that issue; andthe process for the escalation of issues to senior executives set out in (e) of this **Annexure F** may occur concurrently with RMS continuing to progress the Project in accordance with the Indicative Program.
- (g) The parties agree that the key objective of the SRG is:
 - (i) to facilitate the opening of the Carriageway to traffic and completion of as much of other the Required Works as possible by the Target End Date and within the budget of the Funding Amount plus the HAF Funding; and

- (ii) if, that objective is not achievable, to achieve delivery of the Carriageway by the Target End Date and within the budget of the Funding Amount plus the HAF Funding.
- (h) RMS will:
 - (i) prepare the agendas and any supporting documents, including regular headline funding reports showing how the Funding Amount and the HAF Funding were expended during the last reporting period, projected expenditure and the balance of funding available for the Required Works;
 - (ii) if requested by a Developer provide:
 - (A) an itemised breakdown and details of the costs towards which the Funding Amount and the HAF Funding have been or is proposed to be applied;
 - (B) copies of any contractor invoices and documentary evidence that RMS can provide as determined by it acting reasonably, to verify the Cost of the Required Works;
 - (iii) prepare and coordinate meeting notes and information;
 - (iv) consult with and agree action items and next steps in relation to the delivery of the works with the Dahua Group and Landcom, in particular, in relation to any variations to the proposed scope of the Required Works; and
 - (v) prepare meeting minutes to be circulated to all parties in attendance.
- (i) Meeting minutes will capture actions and assigned parties responsible for said actions, and these will be raised at subsequent sessions for redress.
- (j) Meetings will be held at least bi-monthly until the Final Business Case. After this, the frequency can be altered by agreement of all parties.
- (k) If sub-groups or specific meeting are required, these can be arranged outside of these times at a time convenient to sub-group members.
- (l) If site inspections are required and agreed to by RMS, these can be arranged at a time convenient to the members in accordance with the construction contractor's induction/other requirements.

6 Relationship to Existing Groups

The Stakeholder Reference Group will seek to resolve issues with the consensus of attendees.

At the outset, the group will seek endorsement of these Terms of Reference.

The Stakeholder Reference Group will continue to report and make recommendations to the HAF PCG regarding program, specifications and/or funding to support the Project.

7 Exclusions

This is not a Project Control Group and relies on the willingness of the parties to work together to resolve issues and successfully develop and deliver optimum outcomes for the Project.

It does not replace existing governance, contractual, statutory or RMS procedures/process. RMS will follow NSW Government and RMS guidelines during project development including for Stakeholder and Community consultation and property acquisition.

The HAF/RMS Governance processes for the Project will apply including INSW Gateway approvals.

Any disputes will be referred to the HAF PCG for consideration.

The stakeholders identified in this group are encouraged to input into these processes.

Membership does not ensure favourable decisions or outcomes but allow issues to be aired and discussed.

This does not replace obligations made in relevant Voluntary Planning Agreement or Transport Infrastructure Contributions Deeds.

Annexure G

Lease

1 Lease Terms

ROADS AND MARITIME SERVICES

AGREEMENT FOR LEASE OF LAND TO ROADS AND MARITIME SERVICES

AGREEMENT made the of 201....

BETWEEN:

[**Landcom** ABN 79 268 260 688 of Level 14, 60 Station Street, Parramatta NSW 2150
(**Landcom**)

Dahua Group Sydney Project 2 Pty Ltd (ABN 80 606 391 235) of Suite 20.02, Level 20, 201-217 Elizabeth Street, Sydney NSW 2000 (**Dahua 2**)

Dahua Group Sydney Project 3 Pty Ltd (ABN 49 606 391 922) of Suite 20.02, Level 20, 201-217 Elizabeth Street, Sydney NSW 2000 (**Dahua 3**)

[as applicable]

(**Land Owner**)

and

Roads and Maritime Services (ABN 76 236 371 088) of 20-44 Ennis Road Milsons Point NSW 2061, a NSW Government agency and corporation incorporated under the *Transport Administration Act 1988* (NSW) (**RMS**)

2 Definitions

In this lease these terms have the following meanings:

- (a) **Approval** means any consent, approval, authorisation, determination, licence, registration, order, permission or concurrence required by any Law required for the commencement, execution, Completion or use of the Required Works.
- (b) **Completion** means that the Required Works have been completed to the relevant percentage as specified for each Milestone set out in Column 2 in **Annexure B** of the TIC Deed, as determined by RMS acting reasonably and evidenced by the status reports given by RMS under **clause 9.1** of the TIC Deed.
- (c) **Contamination** has the same meaning as in section 5 of the *Contaminated Land Management Act 1997* (NSW), including hazardous materials such as asbestos in structures and soil.
- (d) **Environmental Law** means any law relating to the environment
- (e) **Environmental Notice** means any direction, order, demand, notice, declaration or other requirement from any Government Agency (whether written or oral) under an Environmental Law.
- (f) **Government Agency** means a department of State, statutory or public authority, instrumentality, statutory corporation, body or person whether Commonwealth, State, territorial or local.
- (g) **Law** means:
 - (i) any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local;
 - (ii) the common law;
 - (iii) any Approval (including any condition or requirement under an Approval); and
 - (iv) any standards, criteria and guidelines made or approved by the NSW Environment Protection Authority in relation to Contamination or the Remediation of Contamination
- (h) **Lease Land** means the land comprising all or part of folio identifiers [insert title reference] as depicted on in the plan in the Schedule. [Dahua note: Please put this definition in alphabetical order. Dahua has left it in its current location to show the mark-up on the definition wording.]
- (i) **Make Good Works** means:

- (i) restore the Lease Land and any land accessed by RMS or its Personnel as nearly as practicable to its condition prior to the Required Works or access, excluding any changes to the condition of the Lease Land authorised as part of the Required Works, unless otherwise agreed with the Land Owner; and
- (ii) Remediate any Contamination:
 - (A) that is caused by RMS or its Personnel; or
 - (B) that existed prior to the commencement of the Required Works and is disturbed by or exacerbated (but only to the extent the Contamination was disturbed or exacerbated by the Required Works, other than any Contamination which:
 - (C) is permitted to remain under this Deed or pursuant to any Approval obtained in respect of the Required Works; or
 - (D) is permitted to remain as otherwise agreed with the Land Owner.
- (j) **Personnel** means the employees, agents, officers, contractors, subcontractors, suppliers, consultants and invitees of RMS and [Landcom or the Dahua Group] (as applicable).
- (k) **Remediation** means any clean up, remediation or restoration measures relating to any Contamination with respect to the Dedicated Land, whether in existence prior to, on or after the date of the TIC Deed, including any remediation required under any Environmental Notice or under any Law in relation to such Contamination
- (l) **Required Works** has the same meaning as in the TIC Deed.
- (m) **TIC Deed** means the Menangle Park – Spring Farm Parkway Transport Infrastructure Contributions Deed between RMS, the Land Owner and [the Dahua Group/Landcom] dated [insert].

3 Grant of lease

- 3.1 The Land Owner leases the Lease Land to RMS for a term of 3 years from the date the TIC Deed is executed, and thereafter, month to month, for the purposes of undertaking the Required Works, on the terms in this document.
- 3.2 RMS must pay a one-off rental fee of \$1.00, on demand if requested by the Land Owner, by way of consideration for the grant of this lease.

4 Requirements of access

RMS must (and must ensure that its Personnel) at all times when accessing the Lease Land:

- (a) comply with all relevant Laws and Approvals;
- (b) obtain and maintain appropriate levels of insurance;
- (c) cause as little disturbance or inconvenience to any other occupiers and users of the Lease Land as is reasonably possible;
- (d) take all reasonable steps to prevent damage to any property or harm or nuisance to any persons in or near the Lease Land;
- (e) not cause any damage or loss to the Lease Land other than to the extent necessary for the carrying out of the road works; and
- (f) subject to **clause 6(c)**, comply with all reasonable site access requirements (including workplace health and safety requirements) required by the Land Owner, or their Personnel.

5 Variation to Lease Land

5.1 If, at any time prior to the termination of the Lease, RMS considers, acting reasonably, that it requires a lease over additional land for the carrying out of the Required Works, RMS may give notice to the Land Owner indicating on a plan the additional land it requires for the Required Works.

5.2 On RMS giving notice under **clause 5.1**:

- (a) the parties are to negotiate in good faith to agree the new boundaries of the Lease Land;
- (b) if the parties reach an agreement on the new boundaries of the Lease Land:
 - (i) the additional land is deemed to form part of the Lease Land for the purposes of this **clause 5**; and
 - (ii) RMS must prepare and provide to the Land Owner a plan showing the new boundaries of the Lease Land; and
 - (iii) the plan in the Schedule of this Lease is deemed to be replaced by that plan provided under **clause 5.2(b)(ii)** and the Lease under **clause 3** applies to the Lease Land as depicted in the new plan; and

- (c) if the parties are unable to reach an agreement on the new boundaries of the Lease Land, the dispute resolution procedures in the TIC Deed apply.

6 Access for Landcom and Dahua

If, at any time prior to the termination of the Lease, the Land Owner requires access to the Lease Land to carry out works as part of its Development on the Lease Land (as the case may be):

- (a) the Land Owner must notify RMS at least 2 weeks prior to accessing any part of the Lease Land of that part of the Lease Land required for their proposed works, and the nature and timing of those works;
- (b) the parties agree to use best endeavours to negotiate and coordinate their respective activities (and RMS will procure the coordination of its head contractor's activities) so as to minimise disruption to the Required Works and the works proposed by the Land Owner; and
- (c) once RMS' head contractor has taken possession of the Lease Land, when accessing the Lease Land, the Land Owner must comply with all reasonable site access requirements (including workplace health and safety requirements) as required by RMS' head contractor.

7 Release

- 7.1 RMS releases the Land Owner from all actions, proceedings, claims, demands, liability, loss, damages and costs arising from the access, use or occupation of the Lease Land under this Lease by RMS or its Personnel except:

- (a) to the extent caused or contributed to by a negligent or wrongful act, omission or default of the Land Owner; and
- (b) as a result of any breach of this Lease by the Land Owner.

8 Work, Health and Safety

- 8.1 In this clause 8:

- (a) **WH&S Act** means the *Work Health and Safety Act 2011* (NSW).
- (b) **WH&S Legislation** means the WH&S Act and the WH&S Regulation.
- (c) **WH&S Regulation** means the *Work Health and Safety Regulation 2011* (NSW).
- (d) "Workplace", "construction project", "construction work", "person conducting a business or undertaking" (PCBU) and "principal contractor"

have the same meanings assigned to those terms in the WHS Legislation.

- 8.2 The Land Owner authorises RMS to exercise such authority and management and control of the workplace in connection with the road works as is necessary to enable RMS to discharge the responsibilities imposed on a principal contractor under the WHS Legislation.
- 8.3 Without limiting any other provision of this Lease, RMS acknowledges and agrees that:
- (a) it is the PCBU that commissions the construction work in connection with the road works for the purposes of the WHS Legislation;
 - (b) it has management and control of the workplace in connection with the road works for the purposes of the WHS Legislation;
 - (c) it is the principal contractor in connection with the road works unless RMS engages another PCBU as the principal contractor for the road works; and
 - (d) it has sufficient authority and management and control of the workplace in connection with the Required Works to comply with its obligations as principal contractor, or to enable another PCBU it engages as principal contractor to comply with its respective obligations under the WHS Legislation.
- 8.4 Without limiting RMS' obligations under any other provision of this Lease, RMS:
- (a) must at all relevant times exercise and fulfil its functions and obligations in relation to work, health and safety under the WHS Legislation and this Lease in connection with the Required Works, including as principal contractor;
 - (b) if RMS engages another PCBU as principal contractor, must:
 - (i) require the principal contractor to comply with the obligations imposed on RMS in relation to work, health and safety under this Lease; and
 - (ii) ensure that the principal contractor fulfils its functions and obligations in relation to work, health and safety under the WHS Legislation and this Lease;
 - (c) must not:

- (i) carry out; or
- (ii) permit any other PCBU engaged by, or under the control or direction of, the RMS to carry out,

any construction work unless RMS, or a PCBU engaged by RMS, is exercising and fulfilling the functions and obligations of principal contractor under the WHS Legislation in respect of all construction work carried out under this Lease; and

- (d) to the extent not prohibited by Law, must indemnify the Land Owner against any damage, cost, expense, loss or liability suffered or incurred by the Land Owner arising out of or in connection with:
 - (i) any failure of a PCBU engaged by RMS to exercise or fulfil the functions and obligations of the principal contractor under the WHS Legislation or under this Deed or to otherwise comply with this **clause 8**; and
 - (ii) any work health and safety claims in connection with the Required Works or RMS' workplace except to the extent that they are directly caused by a wrongful, negligent or unlawful act or default of the Land Owner.

8.5 Without limiting any other obligations under this Lease, RMS must, and must ensure that any PCBU it engages as a principal contractor must:

- (a) comply, and must ensure that its subcontractors comply, with the WHS Legislation (including the obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter);
- (b) if requested by the Land Owner or required by WHS Legislation, demonstrate compliance with the WHS Legislation, including providing evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety matters;
- (c) notify the Land Owner immediately (and in any event within 12 hours of such matter arising) of all work health, safety and rehabilitation matters arising out of, or in any way in connection with, the Required Works;
- (d) carry out the Required Works safely so as to protect persons and property and the environment;

- (e) insofar as the Principal Contractor, in carrying out the Required Works is under any duty imposed by the WHS Legislation, do everything necessary to comply with any such duty; and
- (f) ensure that it does not do anything or fail to do anything that would cause the Land Owner to be in breach of the WHS Legislation.

9 Make Good

- 9.1 If requested by the Land Owner by notice in writing to RMS, RMS must, within 60 days after the termination of this Lease, carry out and complete the Make Good Works.
- 9.2 RMS must obtain at its own cost and risk all relevant and necessary Approvals for all parts of the Make Good Works before commencing the Make Good Works.
- 9.3 RMS may not seek any modifications to any Approvals relating to the Make Good Works without the prior written endorsement of the Land Owner, which must not be unreasonably withheld.
- 9.4 RMS must ensure the Make Good Works:
 - (a) comply with all Approvals;
 - (b) are carried out in a proper and workmanlike manner;
 - (c) do not cause any loss, injury, death or damage to Land Owner or to any person or entity; and
 - (d) comply with all Laws and requirements.
- 9.5 RMS must notify the Land Owner in writing once the Make Good Works are complete.
- 9.6 If RMS does not complete the Make Good Works by the date stipulated in the notice served under **clause 9.1**:
 - (a) the Land Owner may serve notice on RMS providing a further period of 30 days to complete the Make Good Works; and
 - (b) if RMS fails to complete the Make Good Works after service of notice, the Land Owner may undertake the works necessary to complete Make Good Works and RMS is responsible for the costs incurred by the Land Owner in carrying out the Make Good Works. RMS must reimburse the Land Owner within 15 days after receipt of a tax invoice issued by the Land Owner or the Land Owner's contractor.

10 Contamination

On and from the date that RMS commences the Required Works, RMS:

- (a) releases the Land Owner from any claim or liability arising from Contamination that is caused by RMS or its contractors on the Lease Land or that existed prior to the commencement of the Required Works, to the extent that the pre-existing Contamination is disturbed or exacerbated by the Required Works; and
- (b) must comply with all Environmental Laws and Environmental Notices in relation to the Required Works, to the extent they relate to Contamination referred to in **clause 10(a)**.

11 Assignment

This lease must not be assigned or transferred without the prior written consent of the other party, which must not be unreasonably withheld or delayed.

12 Termination

The parties acknowledge and agree that this lease may be terminated by either party by notice to the other party in writing that:

- (a) the Required Works have been completed; or
- (b) the TIC Deed has been duly terminated.

THE SCHEDULE HEREINBEFORE REFERRED TO:

The **Lease Land** is the land comprising all or part of the following folio identifiers:
[insert]

[Insert plan of Lease Land]

**Executed by Roads and Maritime
Services** by its duly appointed officer in
the presence of:)
)
)

.....
Witness

.....
Officer

.....
Name of Witness (print)

.....
Name of Officer (print)

Executed by [Land Owner])
)
)

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

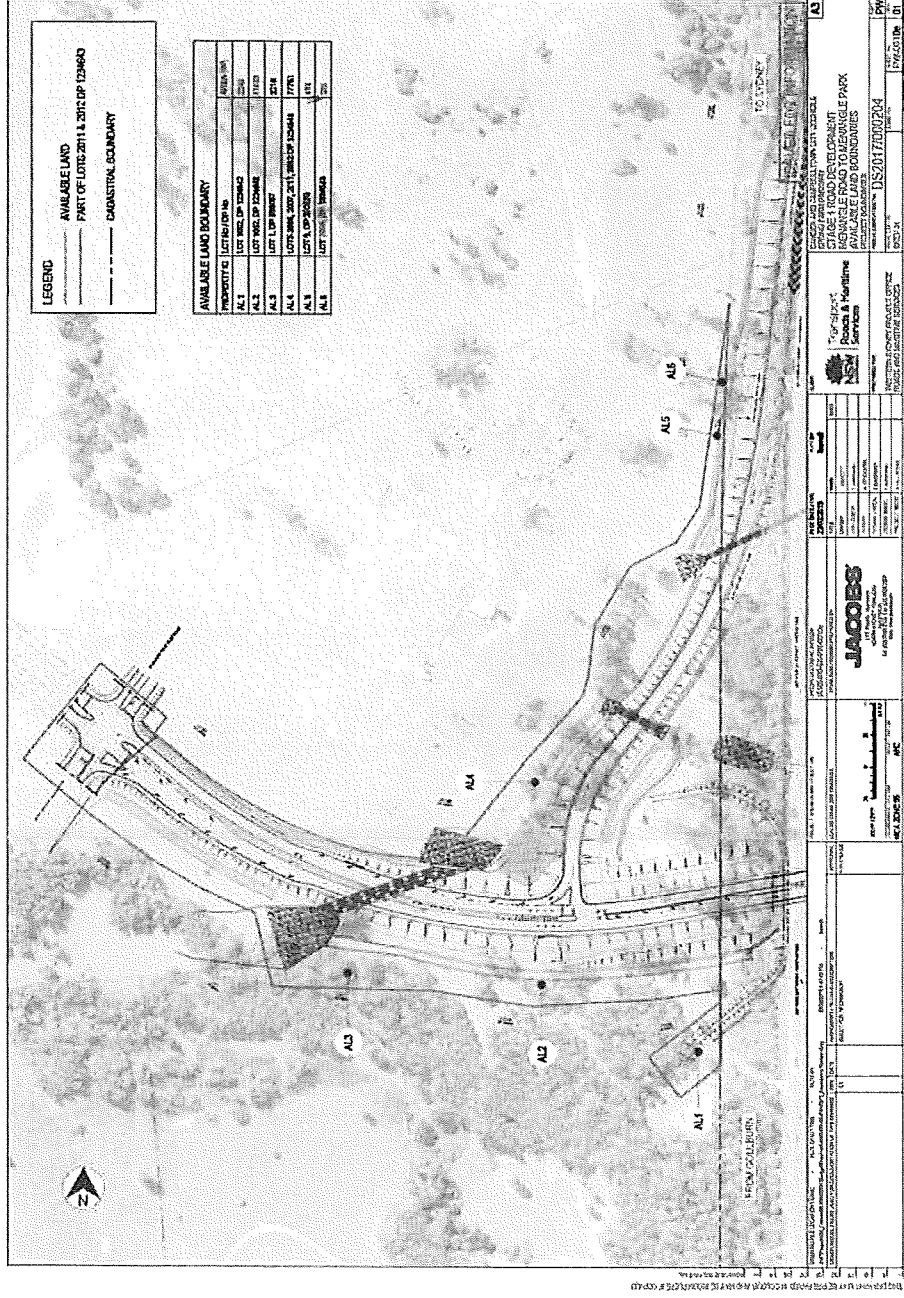
.....
Name of Director (print)

Corrs Chambers Westgarth

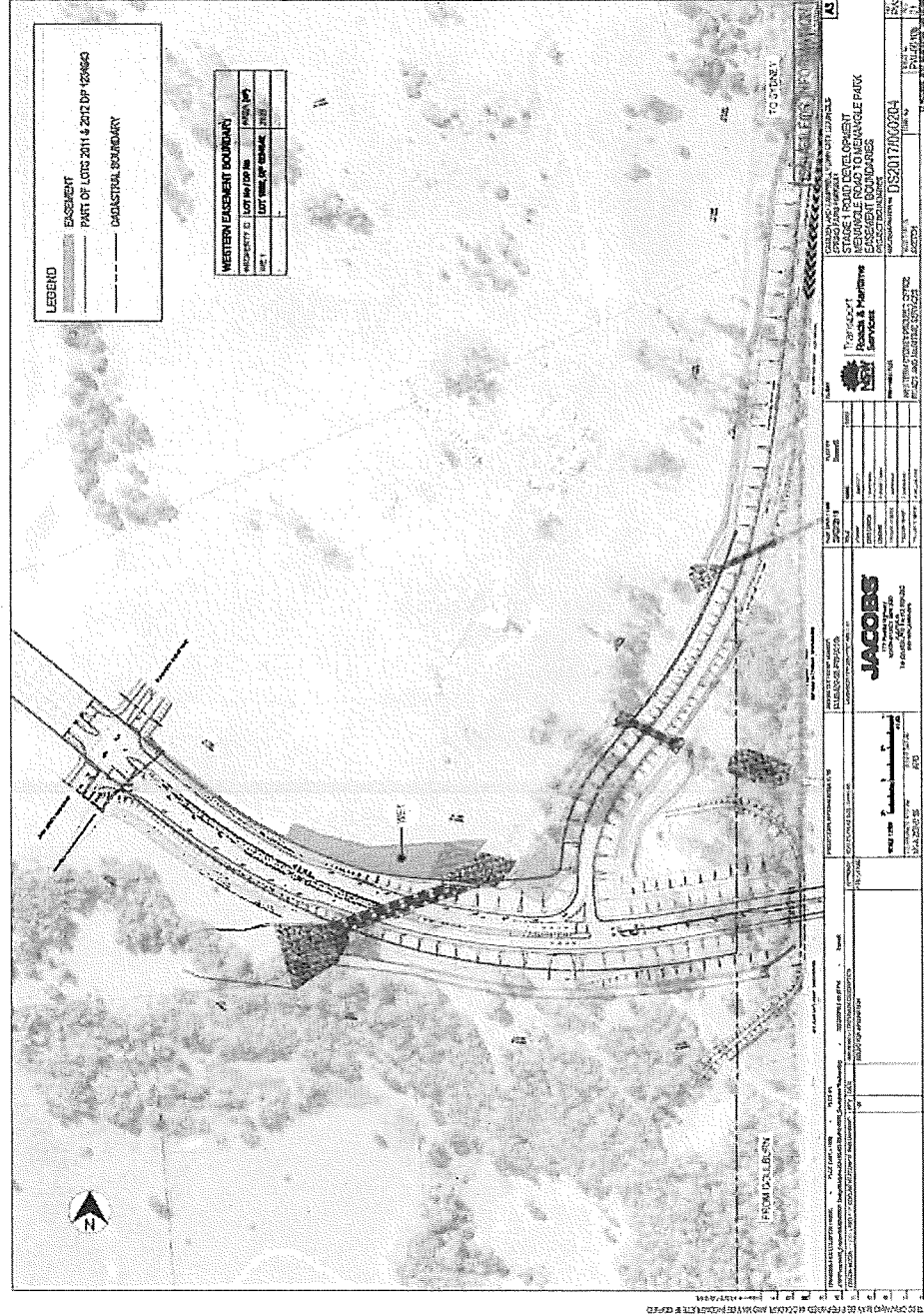
Annexure H

See attached.

1 Plan of Available Land



2 Plan of Easement Area



Annexure I

Terms of Works Easement

[Drafting note: The following terms cover easements for batters and easements for drainage. If a particular easement is required only for batters or only for drainage, then the provisions and heading text which relate to the purpose for which the easement is not required should be deleted for that easement.]

1. DEFINITIONS

1.1 In this easement, the following terms have the following meaning:

- (a) **Approval** means a consent, approval, authorisation, determination, licence, registration, order, permission or concurrence required by any Law required for the commencement, execution, carrying out and completion of any works or activities on land.
- (b) **Contamination** has the same meaning as in section 5 of the *Contaminated Land Management Act 1997* (NSW), including hazardous materials such as asbestos in structures and soil.
- (c) **Drainage Infrastructure** means any line of pipes, swales, drainage culvert or other structure or infrastructure constructed for the purpose of draining water (whether rain, storm, spring, soakage or seepage water).
- (d) **Easement Site** means that part of the land shown on the Plan as burdened by the easement.
- (e) **Law** means:
 - (i) any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local; and
 - (ii) the common law.

- (f) **Plan** means DP [insert]. *[Drafting Note: Plan of the easement site will be prepared at the time the easement is being registered]*
- (g) **Remediate** has the same meaning as in the *Contaminated Land Management Act 1997* (NSW).
- (h) **RMS** means Roads and Maritime Services (ABN 76 236 371 088) a NSW Government agency and corporation incorporated under section 46 of the *Transport Administration Act 1988* (NSW).
- (i) **RMS Works** means the works to be carried out by or on behalf of RMS in respect of the Spring Farm Parkway Roadway.
- (j) **Spring Farm Parkway Roadway** means the proposed east-west road that would link Camden Bypass at Spring Farm to Menangle Road at Menangle Park, including connections to the M31 Hume Highway.

2. WORKS BY RMS OR THE OWNER OF THE LAND BENEFITTED

- 2.1 The owner of the land benefited may, or (if the owner of the land benefited is not RMS) must permit RMS to:
 - (a) construct and maintain on the land burdened, but only within the Easement Site, whatever batter or embankment is reasonably necessary to support the surface or subsurface of the land benefited or any part of it, or any structure or works on the land benefited, in so far as that surface, subsurface, structure or those works are required to support the Spring Farm Parkway Roadway; and
 - (b) use any Drainage Infrastructure already located in, on or under the Easement Site (including any replacement Drainage Infrastructure) and, where no such Drainage Infrastructure exists, to construct, maintain and use Drainage Infrastructure on or under the Easement Site, for the purposes of draining any batter or embankment located on the land burdened to support the Spring Farm Parkway Roadway or capturing and diverting overland flows which otherwise would flow onto the RMS Works; *[Drafting note: Delete whichever of the yellow highlighted words do not apply for any particular easement.]*
 - (c) inspect, clean, repair, maintain, renew, replace or remove Drainage Infrastructure identified in **clause 2.1(b)**;
 - (d) do anything reasonably necessary for purposes identified in **clause 2.1(a), (b) or (c)**, including:
 - (i) entering the land burdened;

- (ii) taking anything on to the land burdened; and
- (iii) carrying out work.

2.2 If any batter or embankment or other support works are constructed or carried out on the land burdened, RMS or (if the works were carried out by the owner of the land benefited) the owner of the land benefited must:

- (a) construct all such works in accordance with all RMS standards which are relevant to such works; and
- (b) provide the owner of the land burdened with a statement from RMS' Project/Contract Manager for the RMS Works confirming that such works have been carried out in accordance with RMS' Specification R44 Earthworks (as amended from time to time, or any other standard which replaces or supersedes that standard)."

3. WORKS BY THE OWNER OF THE LAND BURDENED

3.1 After the completion of the RMS Works, the owner of the land burdened may carry out civil works, filling, earthworks and related activities on the land burdened:

- (a) so that the ground levels on the land burdened align substantially with the finished levels of the Spring Farm Parkway Roadway; and
- (b) to install drainage infrastructure.

3.2 The owner of the land burdened must not:

- (a) interfere with the batter or embankment, other than in the course of civil works, filling, earthworks and related activities on the land burdened contemplated by **clause 3.1** which are carried out in accordance with an Approval;
- (b) undermine the support which the batter or embankment offers;
- (c) cause or allow to be caused any damage to any Drainage Infrastructure or interfere with the free flow of water through any Drainage Infrastructure, other than in the course of civil works, filling, earthworks and related activities on the land burdened contemplated by **clause 3.1** which are carried out in accordance with an Approval; or
- (d) use the Easement Site, or any other part of the land burdened, or any other land, in a way which may:

- (i) adversely affect the stability of or the support provided by the batter or embankment; or
- (ii) cause damage to the Drainage Infrastructure or interfere with the free flow of water through the Drainage Infrastructure, other than in the course of civil works, filling, earthworks and related activities on the land burdened contemplated by **clause 3.1** which are carried out in accordance with an Approval, and without RMS' prior consent,

except in accordance with the terms of this easement.

3.3 If the owner of the land burdened does or allows anything to be done which:

- (a) damages the batter or embankment;
- (b) impairs the effectiveness of the batter or embankment; or
- (c) damages the Drainage Infrastructure or interferes with the free flow of water through the Drainage Infrastructure, other than in the course of civil works, filling, earthworks and related activities on the land burdened contemplated by **clause 3.1** which are carried out in accordance with an Approval, and without RMS' prior consent,

other than in accordance with the terms of this easement, the owner of the land benefited may, or (if the owner of the benefited land is not RMS) must permit RMS to, serve not less than 14 days' notice on the owner of the land burdened requiring the damage to be repaired or the impairment removed. If the owner of the land burdened does not comply with the notice, the owner of the land benefited may, or (if the owner of the benefited land is not RMS) must permit RMS to, enter the land burdened and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the land burdened.

3.4 In exercising the rights under **clause 2.1** and **clause 3.3**, the owner of the land benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the land burdened;
- (c) cause as little damage as is practicable to the land burdened and any improvement on it;

- (d) restore the land burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage; and
- (f) Remediate any Contamination which is caused, disturbed or exacerbated by it or its personnel.

4. TERMINATION OF THIS EASEMENT

4.1 This easement terminates on the date on which the owner of the land benefited gives written notice to the owner of the land burdened that it no longer requires the benefit of this easement.

4.2 Upon the termination of this easement:

- (a) the owner of the land benefited must promptly:
 - (i) restore the land burdened as nearly as practicable to its condition prior to the grant of the easement, unless otherwise agreed with the owner of the land burdened; and
 - (ii) Remediate any Contamination which is caused, disturbed or exacerbated by it or its personnel; and
- (b) the owner of the land burdened and the owner of the land benefited must promptly do all things necessary (including making application to NSW Land Registry Services) to remove the record of this easement from the title of the land burdened and the land benefited.

Corrs Chambers Westgarth

Annexure J

Catchment Plan

See attached.



Annexure B

Education Land

Indicative retail cluster to be shared with community use

1ha open space adjoining school site
(proposed council ownership)

Proposed connection through to Cummings Road

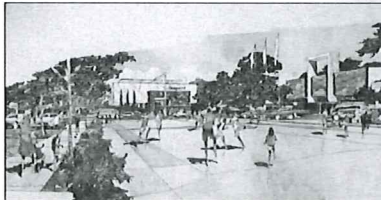
Indicative kiss and drop

Indicative 2ha primary school site

Indicative perspective sketch location

All surrounding roads designed to accommodate possible bus routes

Proposed signalised intersection (Est completion post 2022)



Indicative perspective sketch

Cummings Road

Menangle Road

School Site Concept Sketch 26.03.18
DAHLIA GROUP

Brett Wheeler

*to
for
SL*

[Handwritten signatures]

Annexure C

Novation Deed

Minister for Planning and Public Spaces

Landcom

Dahua Group Sydney Project 2 Pty Ltd

[New Developer]

Novation Deed for Voluntary Planning Agreement

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Date

Parties

Minister for Planning and Public Spaces ABN 20 770 707 468 of Level 15, 52 Martin Place, Sydney, New South Wales, 2000 (**Minister**)

and

Landcom ABN 79 268 260 688 of Level 14, 60 Station Street, Parramatta NSW 2150 (**Landcom**)

Dahua Group Sydney Project 2 Pty Ltd ACN 606 391 235 of Suite 02, Level 20, 201 Elizabeth Street, Sydney NSW 2000 (**Dahua 2**)

(Landcom and Dahua 2, together, **Original Developer**)

and

[New Developer] ACN [#] [Address] (**New Developer**)

Background

- A The Minister and the Original Developer are parties to the Original Agreement.
 - B The Original Agreement relates to the whole of the Land.
 - C The Original Developer propose to transfer the whole of its interest in the Land to the New Developer and wishes to novate all of its rights and obligations under the Original Agreement to the New Developer.
 - D [Insert any other appropriate recitals]
-

Agreed terms

1 Definitions

In this deed these terms have the following meanings:

Effective Date	[X]
Land	Has the meaning given to that term in the Original Agreement.

Original Agreement

The voluntary planning agreement dated [X] and made between the Minister and the Original Developer.

2 Novation

2.1 Original Agreement

Subject to **clause 2.2** and with effect from the Effective Date:

- (a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;
- (b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer; and
- (c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement, except in respect of any obligation, liability or claim that arose prior to the Effective Date.

2.2 Reference in Original Agreement

All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer.

2.3 Address for notices

The Minister must address all notices and communications to be given or made by it to the New Developer under the Original Agreement to the following address:

New Developer:

Address: [X]

Fax: [X]

Contact Person: [X]

Email: [X]

3 Affirmation of the Original Agreement

The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

4 Indemnities

The New Developer indemnifies the Original Developer on demand against all liabilities, claims, damages and loss which the Original Developer suffers or incurs in relation to the Original Agreement including those which arise or relate to acts or omissions occurring on or after the Effective Date.

5 Warranties and representations

5.1 Warranties

Each party represents and warrants that, at the time of execution, and at the Effective Date:

- (a) it has capacity unconditionally to execute, deliver and comply with its obligations under this deed;
- (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this deed;
- (c) this deed is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
- (d) its unconditional execution and delivery of, and compliance with its obligations under, this deed do not contravene:
 - (i) any law or directive from a government entity;
 - (ii) its constituent documents;
 - (iii) any agreement or instrument to which it is a party; or
 - (iv) any obligation of it to any other person.

5.2 Survival of warranties

The warranties and representations in **clause 5.1** survive the execution of this deed and the novation of the Original Agreement.

6 GST

6.1 Construction

In this **clause 6**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this deed but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a

government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and

- (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

6.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this deed is exclusive of GST (**GST-exclusive consideration**).

6.3 Payment of GST

If GST is payable on any supply made by:

- (a) a party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this deed, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

6.4 Timing of GST payment

The amount referred to in **clause 6.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

6.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 6.3**.

6.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this deed, any amount that is payable under **clause 6.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

6.7 Reimbursements

- (a) Where a party is required under or in connection with this deed to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.

- (b) This **clause 6.7** does not limit the application of **clause 6.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 6.7(a)**.

6.8 Calculations based on other amounts

If an amount of consideration payable or to be provided under or in connection with this deed is to be calculated by reference to:

- (a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and
- (b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

6.9 No merger

This **clause 6** does not merge on the completion, rescission or other termination of this deed or on the transfer of any property supplied under this deed.

7 Stamp duty and costs

The New Developer will pay all stamp duty arising directly or indirectly from this deed.

8 Further acts

- (a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.
- (b) This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

9 Amendment

This deed may only be varied or replaced by a deed executed by the parties.

10 Governing law and jurisdiction

- (a) This deed and the transactions contemplated by this deed are governed by and are to be construed in accordance with the laws applicable in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those

courts and waives any right to object to any proceedings being brought in those courts.

11 Counterparts

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

12 General

12.1 Construction

Unless expressed to the contrary, in this deed:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation.

12.2 Headings

Headings do not affect the interpretation of this deed.

Execution

Executed as a deed.

Signed, sealed and delivered by the)
Minister for Planning and Public)
Spaces in the presence of:)

.....
Signature of Witness

.....
Signature of Minister

.....
Name of Witness (print)

.....
Name of Minister

Signed, sealed and delivered by)
Landcom ABN 79 268 260 688 by the)
party's attorney pursuant to power of)
attorney registered Book 4749 No 274,)
who states that no notice of revocation of)
the power of attorney has been received)
in the presence of:)
)

.....
Witness

.....
Attorney

.....
Name of Witness (print)

.....
Name of Attorney (print)

Executed by Dahua Group Sydney)
Project 2 Pty Ltd ACN 606 391 235 in)
accordance with s127(1) of the)
Corporations Act 2001 (Cth):)

.....
Company Secretary / Director

.....
Director

.....
Name of Company Secretary / Director
(print)

.....
Name of Director (print)

Executed by [New Developer] ACN [X] in)
accordance with s127(1) of the *Corporations*)
Act 2001 (Cth):)
)

.....
Company Secretary / Director

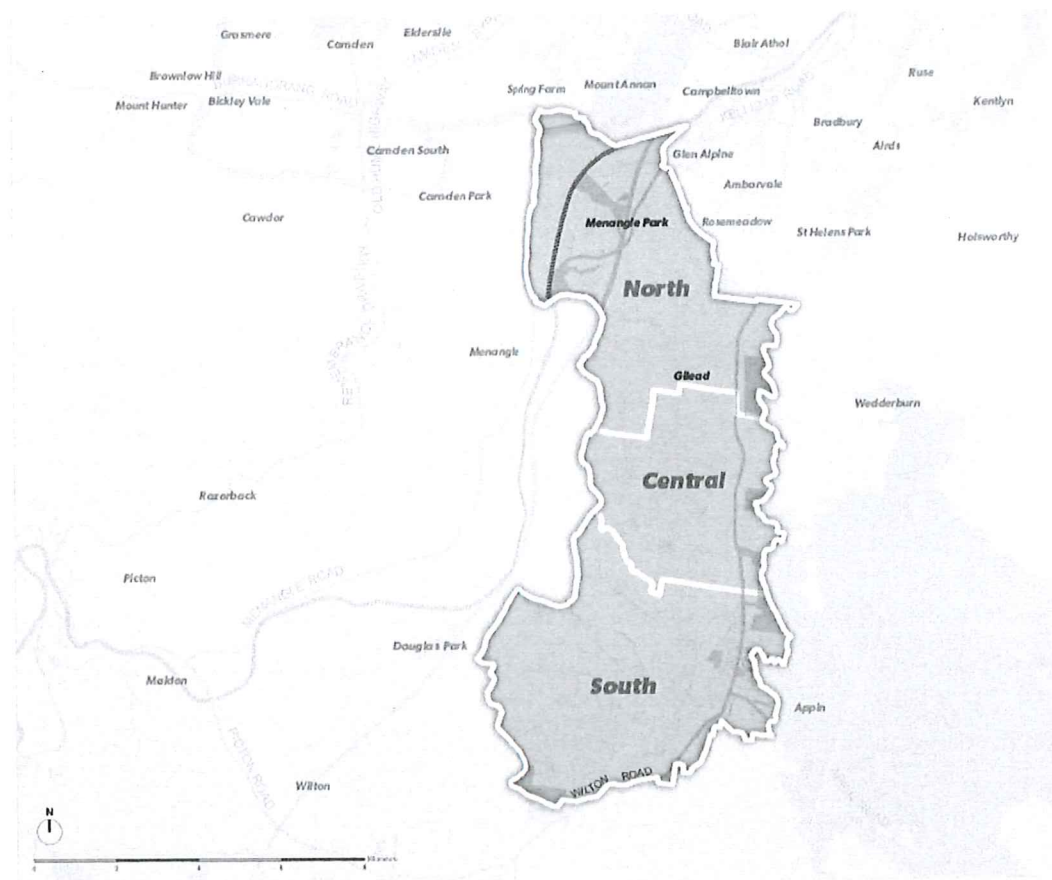
.....
Director

.....
Name of Company Secretary / Director
(print)

.....
Name of Director (print)

Annexure D

Greater Macarthur Growth Area



Blue ink signature

Handwritten initials and signature

Handwritten signatures and initials