

Voluntary Planning Agreement

Western Sydney University, Campbelltown Campus Project

University of Western Sydney

Landcom (trading as UrbanGrowth NSW)

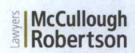
Campbelltown City Council

Date:

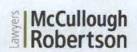


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Summary sheet

UWS

Name	University of Western Sydney
Address	Hawkesbury Campus, Building R1, Richmond NSW 2753
Telephone	02 4570 1364
Facsimile	02 4570 1458
Email	j.bonanno@westernsydney.edu.au
Representative	John Bonanno

Landcom

Name	Landcom (t/a UrbanGrowth NSW)
Address	Level 14, 60 Station Street, Parramatta NSW 2150
Telephone	02 9841 8659
Facsimile	02 9841 8688
Email	mbeggs@urbangrowth.nsw.gov.au
Representative	Matthew Beggs, Head of Western Sydney Projects

Council

Name	Campbelltown City Council
Address	Civic Centre, Cnr Queen and Broughton Streets, Campbelltown, NSW 2560
Telephone	02 4645 4000
Facsimile	02 4645 4111
Email	lindy.deitz@campbelltown.nsw.gov.au
Representative	Lindy Deitz, General Manager

Land	See definition of <i>Land</i> in clause 1.1.
Development	See definition of <i>Development</i> in clause 1.1.
Development Contributions	See clause 11 and Schedule 3.
Application of s94, s94A and s94EF of the Act	See clause 10.
Registration	See clause 32.
Restriction on dealings	See clause 33.
Dispute Resolution	Expert determination and mediation. See clauses 30 and 31.



Voluntary Planning Agreement Western Sydney University Campbelltown Campus Project

Under s93F of the Environmental Planning and Assessment Act 1979

Parties

UWS

University of Western Sydney

of Hawkesbury Campus, Building R1, Richmond, New South Wales 2753

Landcom

Landcom (trading as UrbanGrowth NSW)

of Level 14, 60 Station Road, Parramatta, New South Wales 2150

Council

Campbelltown City Council

of Civic Centre, Cnr Queen and Broughton Streets, Campbelltown, New South Wales 2560

Background

- A UWS and Landcom own different parts of the Land.
- B The Developer proposes to carry out the Development on the Land.
- C Landcom entered into a contract with UWS dated 24 June 2010 to manage the carrying out of the Development on the part of the Land owned by UWS.
- D The Developer intends to make Development Applications to the Council for the development of the Land in stages.
- E The Developer has offered to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.
- F Until the Planning Agreement operates, this Agreement constitutes the Developer's offer to make Development Contributions in connection with the Development on the terms and conditions set out in this Agreement.

Agreed terms

Part 1 - Preliminary

1 Definitions and interpretation

1.1 In this document:



Term	Definition
Act	means the <i>Environmental Planning and Assessment Act</i> 1979 (NSW).
Access Ramp	means the pedestrian footbridge the subject of conditions 8 and 9 of the Development Consent to Development Application F540/2003 and G111/2003 granted by the Council on 17 December 2003.
Agreement	means this Agreement and includes any schedules, annexures and appendices to this Agreement.
Authority	means the Commonwealth of Australia, the State of New South Wales, or any department or agency of the Commonwealth of Australia or the State of New South Wales, any public authority within the meaning of the Act, and any court or tribunal.
Claim	against any person means any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense, or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
Contribution Value	in relation to each Item means the amount shown in column 5 of Schedule 3 for that Item, indexed from the date of this Agreement in accordance with the Consumer Price Index (All Groups - Sydney) published by the Australian Bureau of Statistics.
Defect	means any error, omission, shrinkage, blemish in appearance or other fault in the Works which prevents the Works from being reasonably capable of being used for their intended purpose.
Developer	mean, as the context requires, either or both of UWS and Landcom.
Development	means the development of the Land described in Schedule 2. Development Application has the same meaning as in the Act. Development Area means each of the areas described as '1A', '1B', '1C', '1D', '2', '3', '4A', '4B', '4C', '5A' and '5B' on the Development Area Plan.
Development Area Plan	means the plan contained in Schedule 4, as amended from time to time.
Development Consent	means a development consent or project approval within the meaning of the Act.
Development Contribution	means any of the following, or any combination of them, to be used for, or applied towards, a public purpose:
	(a) a monetary contribution,
	(b) the dedication of land free of cost,
	(c) the carrying out of Work,
	(d) the provision of any other material public benefit.
Encumbrance	means an interest or power:



Term	Definition
	(a) reserved in or over an interest in any asset;
	(b) created or otherwise arising in or over any interest in any asset under any lease, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
	(c) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.
Final Lot	means a lot to be created in the Development for separate occupation and disposition, not being a lot created by a subdivision of the Land:
	(a) that is to be dedicated or otherwise transferred to the Council, or
	(b) that may be further subdivided.
ISDP	means the document titled 'Infrastructure Services Delivery Plan UWS Project' prepared by Landcom dated October 2015.
Item	means the object of a Development Contribution specified in Column 1 of the table at Schedule 3.
Land	means the land specified or described in the table to Schedule 1 and shown in yellow on the plan in that Schedule.
Rectification Notice	means a notice in writing that identifies a Defect in Work and requires rectification of the Defect within a specified period of time.
RMS	means the Roads and Maritime Services.
Subdivision Certificate	has the same meaning as in the Act
Work	means the physical result of any building, engineering, construction and landscape work in, on, over or under land, required to be carried out by the Developer under this Agreement.

1.2 In this document:

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

- 1.2.1 A reference to a business day means a day, other than a Saturday or Sunday, on which banks are open for business generally in Sydney.
- 1.2.2 If the day on which something is to be done under this Agreement is not a business day, then it must be done on the next business day.



- 1.2.3 A reference to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- 1.2.4 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.5 A reference to any legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.6 A reference to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.8 A reference to a person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 1.2.10 The singular includes the plural, and the plural includes the singular.
- 1.2.11 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.12 A reference to a Party to this Agreement includes a reference to the Party's employees, agents and contractors, and the Party's successors and assigns.
- 1.2.13 Any schedules, appendices and attachments form part of this Agreement.

2 Status of this Agreement

This Agreement is intended by the Parties to be a planning agreement within the meaning of s93F(1) of the Act.

3 Commencement of this Agreement

- 3.1 This Agreement commences on the date on which it has been executed by all Parties.
- 3.2 The Party who executes this Agreement last is to insert the date they executed this Agreement on the front page and provide a copy of the fully executed and dated Agreement to any other person who is a Party.

4 Application of this Agreement

- 4.1 This Agreement applies to the Land and the Development.
- 4.2 The Parties acknowledge that the Development Contributions required to be made under this Agreement are to meet the expected demand for public facilities arising from the Development.



5 Commencement of Development Contributions obligations

The Developer is under no obligation to make the Development Contributions provided for in this Agreement unless and until a Development Consent is granted with respect to any part of the Development subject to a requirement or condition requiring this Agreement to be entered into.

6 Part-performance of this Agreement

The Council is not to raise any objection, requisition or claim, or impose any requirements beyond that provided for in this Agreement in relation to any obligation imposed on the Developer under this Agreement that had been performed, whether in whole or in part, on the date this Agreement commenced.

7 Flood report to accompany Development Application

The Developer must ensure that each Development Application for a Development Area of the Development is accompanied by a flood report which identifies the scope and timing of flood mitigation works and dedication of land on which those works are located.

8 Acknowledgment of Landcom's role as development manager

The Parties specifically acknowledge and agree in relation to each of the following matters:

- 8.1 Landcom is retained by UWS to act as its development manager in relation to the carrying out of the Development on the part of the Land owned by UWS, and
- 8.2 subject to paragraphs 8.3 and 8.4 of this clause, Landcom is entitled to act on behalf of UWS in all matters under this Agreement relating to the carrying out of the Development on the part of the Land owned by UWS and the Council is to raise no objection in that regard,
- 8.3 any matter or thing done or not done by Landcom under this Agreement relating to the carrying out of the Development on the part of the Land owned by UWS is to be taken to have been done or not done by UWS, and
- this Agreement may not be enforced against Landcom in any respect whatsoever relating to the carrying out of the Development on the part of the Land owned by UWS.

9 Further agreements relating to this Agreement

The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

10 Application of s 94, s 94A and s 94EF of the Act to the Development

- 10.1 This Agreement excludes the application of s 94 and s 94A of the Act to the Development.
- 10.2 This Agreement does not exclude the application of s 94EF of the Act to the Development.



11 Provision of Development Contributions

- 11.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council acting reasonably.
- 11.2 Schedule 3 has effect in relation to Development Contributions to be made by the Developer under this Agreement.
- 11.3 A Contribution Value specified in relation to an obligation by the Developer to carry out Work or dedicate land under this Agreement does not define or limit the extent of the Developer's obligation in that regard.
- 11.4 If the cost incurred by the Developer to properly perform an obligation to carry out Work or dedicate land is less than a Contribution Value specified in relation to the obligation, the Developer is not required to carry out further Work or dedicate further land or pay money to the Council to make up the difference between the Contribution Value and the cost incurred by the Developer in performing the obligation.
- 11.5 The Council will use its best endeavours to apply each Development Contribution made by the Developer under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.

12 Variation of scope or timing for provision of Development Contributions

- 12.1 The Developer may request that the Council approve in writing, a variation to the scope or the timing for the provision of Development Contributions, and the Council must act reasonably in determining whether to approve the variation.
- 12.2 For the purposes of determining whether to approve a variation under clause 12.1, the Council may consider the content of the ISDP and whether the variation prejudices the provision of public services or public amenities for any Development Area.
- 12.3 The scope or the timing for provision of a Development Contribution is not to be varied unless:
 - 12.3.1 the Parties, acting reasonably, agree in writing to the variation, and
 - 12.3.2 any consent or approval required under the Act or any other law to the variation is first obtained, if required, and
 - 12.3.3 each Party bears its own costs of and incidental to the variation.
- 12.4 If a variation is made to the scope or timing for provision of a Development Contribution pursuant to this clause, then Schedule 3 is taken to have been amended accordingly.
- 12.5 If the Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council is liable to pay to the Developer an amount equal to the increase in the costs incurred by the Developer of completing the Work which results from the variation requested by the Council.
- 12.6 Council will pay the amount referred to in clause 12.5 to the Developer after the Work is complete, and within 28 days of receipt of:
 - 12.6.1 a tax invoice for the amount claimed by the Developer; and



- 12.6.2 documentation which verifies the increase in costs incurred by the Developer as a result of the variation.
- 12.7 The Council cannot withhold its agreement to a variation of a Work if the variation does not result in a change to the matters identified as core elements for that Work in the ISDP.
- 12.8 In this clause 12.8 Construction Certificate has the same meaning as in the Act.

Part 2 – Provisions relating to Monetary Development Contributions

13 Payment of monetary Development Contributions

- A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
- 13.2 The Developer is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution. After notice is given, Council is to provide the Developer with a tax invoice for the amount of the Development Contribution as soon as practicable.
- 13.3 The Developer is not required to pay a monetary Development Contribution under this Agreement unless the Council, after having received the Developer's notice under clause 13.2, has given to the Developer a tax invoice for the amount of the Development Contribution.
- 13.4 The Developer is not in breach of this Agreement if it fails to pay a monetary Development Contribution at the time required by this Agreement by reason only of the Council's failure to give to the Developer a tax invoice in relation to the amount proposed to be paid by it.

14 Access Ramp to Macarthur Station

- 14.1 This clause applies to the monetary Development Contribution described in Item 12 in Schedule 3.
- 14.2 The monetary Development Contribution to which this clause applies is not required to be paid unless the commencement of construction of the Access Ramp has not occurred by the earlier of:
 - 14.2.1 the commencement of subdivision works comprising permanent roads and drainage on the part of the land marked as 'Macarthur Gdns Nth' on the Development Area Plan that will restrict access to the Macarthur Station overpass, or
 - 14.2.2 the issuing of the first plan of subdivision that creates a Final Lot in Development Area 5 of the Development.
- 14.3 If monetary Development Contributions to which this clause applies is required to be paid, it is to be paid within 14 days of the occurrence of the relevant event referred to in clause 14.2.



Part 3 – Provisions relating to dedication of Land

15 Procedures relating to the dedication of Land

- 15.1 A Development Contribution comprising the dedication of Land is made for the purposes of this Agreement when:
 - 15.1.1 a deposited plan is registered in the register of plans held with the Registrar General that:
 - (a) dedicates Land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW), or
 - (b) creates the Land as a public reserve or drainage reserve under the Local Government Act 1993 (NSW), or
 - 15.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the Land to the Council when registered.
- 15.2 For the purposes of clause 15.1.2:
 - 15.2.1 the Developer is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the Land to be dedicated, and
 - 15.2.2 within 21 days of receiving it from the Developer, the Council is to execute it and return it to the Developer, and
 - 15.2.3 within 7 days of receiving it from the Council (properly executed), the Developer is to lodge it for registration with the Registrar General, and
 - 15.2.4 the Developer is to do all things reasonably necessary to enable it to be registered, and
 - 15.2.5 the Developer is to do all things reasonably necessary to enable the certificate of title for the Land dedicated which identifies the Council as the registered proprietor of that Land, to be provided to the Council at no cost to the Council.
- 15.3 In this clause Registrar General means the Registrar General within the meaning of the *Real Property Act 1900* (NSW).
- 15.4 The dedication of any Land under this clause 15 must be made to the Council free of any trusts, estates, interests, covenants and Encumbrances excluding any Encumbrances which are necessary to allow the servicing of the Development.

Part 4 – Provisions relating to the carrying out of Work

16 Design and Specification of Work

- 16.1 Before commencing construction of a Work, the Developer is to submit to the Council for its approval the detailed design and specification for the Work.
- 16.2 If, within 60 days of the date of submission referred to in clause 16.1:



- 16.2.1 the Council notifies the Developer in writing of its approval of the design and specification, the Developer is to carry out and complete the Work in accordance with that design and specification,
- 16.2.2 the Council fails to notify the Developer in writing that it approves or does not approve of the design and specification or does not require the Developer to make modifications, the Council is taken to have approved the design and specification of the Work and the Developer may carry out and complete the Work in accordance with that design and specification,
- 16.2.3 the Council notifies the Developer in writing that it does not approve of the design and specification or requires the Developer to make modifications, the Developer may elect to:
 - (a) amend the design and specification and submit to the Council the amended design and specification in which case the Developer must submit the amended detailed design and specification to the Council under clause 16.1; or
 - (b) if the Developer does not agree with the modifications requested by Council, refer the matter for expert determination under clause 30.
- 16.3 For the purposes of clause 16.2.3, the Council is not to require the Developer to make major modifications to the design and specification of a Work that result in a significant change to the matters identified as core elements for that Work in the ISDP.

17 Standard of construction of Work

Any Work that the Developer is required to carry out under this Agreement is to be carried out in accordance with:

- 17.1 this Agreement,
- 17.2 any further agreement entered into by the Parties under clause 9,
- any reasonable requirements and directions of the Council notified in writing to the Developer before the Work is completed for the purposes of this Agreement, that are not inconsistent with this Agreement or any Development Consent for the Development,
- 17.4 the requirements of any approval, consent, permission or licence issued by a relevant Authority,
- 17.5 any Australian standards and other laws applicable to the Work, and
- in a proper and workmanlike manner, complying with current industry practice and standards relating to the Work.

18 Maintenance and management of Works

- 18.1 The Developer must maintain each Bush Landscaping Work, Hard Landscaping Work and Soft Landscaping Work during the Maintenance Period in accordance with the matters set out in clause 17.
- 18.2 Despite any other provision of this Agreement, if the Developer has complied with its obligations under this clause, the Council cannot make any Claim, objection or demand about the state or condition of a Work after the end of the Maintenance Period for that Work.



- 18.3 For the purposes of this clause maintenance does not include repairing damage caused by vandalism to the Work but includes replacement of plants due to vandalism, unless the Developer notifies the Council in writing that it elects to carry out such repair.
- 18.4 In this clause:
 - 18.4.1 Bush Landscaping Work means bushland regeneration work including planting of trees and ground cover in bushland areas within a green corridor comprising Item 5 that is not Hard Landscaping Work or Soft Landscaping Work,
 - 18.4.2 Hard Landscaping Work means items such as paving, seating, buildings, signage, lighting, playground equipment and any other landscaping work that is not a Soft Landscaping Work.
 - 18.4.3 Maintenance Period means
 - in respect of Bush Landscaping Work, a period of 60 months commencing on the date the Work completed for the purpose of this Agreement,
 - (b) in respect of Hard Landscaping Work, a period of 12 months commencing on the date the Work is completed for the purpose of this Agreement,
 - (c) In respect of Soft Landscaping Work, a period of 24 months commencing on the date the Work is completed for the purpose of this Agreement.
 - 18.4.4 Soft Landscaping Work means any Work comprising the planting of vegetation and associated preparation of planting beds or growing medium such as , shrubs, groundcovers, mulch and grass.

19 Access for Works

- 19.1 The Developer must permit the Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, to:
 - 19.1.1 inspect, examine or test any Work, or
 - 19.1.2 remedy any breach by the Developer in carrying out a Work.
- 19.2 The Council must permit the Developer its officers, employees, agents and contractors to enter and occupy any land owned or controlled by the Council, including any part of the Land dedicated to the Council, to:
 - 19.2.1 enable the Developer to carry out any Work under this Agreement that is required to be carried out on that land, or
 - 19.2.2 perform any other obligation imposed on the Developer by this Agreement.

20 Protection of people and property

The Developer is to ensure to the fullest extent reasonably practicable in carrying out any Work that:

20.1.1 all necessary measures are taken to protect people and property, and



- 20.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
- 20.1.3 nuisances and unreasonable noise and disturbances are prevented.

21 Completion

- An Item (or any part) that comprises a Work is completed for the purposes of this Agreement when the Developer gives the Council a Compliance Certificate (with respect to that Item) issued by the Council or a suitably qualified independent person appointed by Landcom to that effect.
- 21.2 In this clause, Compliance Certificate has the same meaning as in section 109C(1)(a) of the Act.

22 Procedures relating to the rectification of Defects

- 22.1 During the Defects Liability Period, the Council may give to the Developer a Rectification Notice.
- 22.2 The Developer must comply with a Rectification Notice:
 - 22.2.1 at its own cost according to its terms and to the satisfaction of the Council;
 - 22.2.2 within three (3) months of the date it is served on the Developer or by such other time as agreed between the parties; and
 - 22.2.3 in accordance with its terms.
- 22.3 If the Developer breaches clause 21.2, the Council may have the Defect rectified.
- 22.4 In this clause:
 - 22.4.1 Building Work has the same meaning as in the Act.
 - 22.4.2 Defects Liability Period means:
 - (a) for any Work which Column 2 of Schedule 3 indicates is for the public purpose of 'Road works', 'Passive recreation/play area', 'Passive recreation/community use', 'Active Recreation and Community Use', 'Recreation and Community Use', 'Regional cycleway', 'Regional Drainage' and 'Public Access', other than Building Work – 12 months from the date the Work is completed for the purposes of this Agreement,
 - (b) for Building Work 3 months from the date the Work is completed for the purposes of this Agreement.

23 Deferral of Work

- 23.1 Notwithstanding any other provision of this Agreement, if the Developer reasonably considers, at any time, that it is unable to make a Development Contribution comprising a Work by the time the Work is required to be completed under this Agreement, then:
 - 23.1.1 the Developer is to provide written notice to the Council to that effect,
 - 23.1.2 the Developer is to provide to the Council, for approval, a revised completion date for the Work, and



- 23.1.3 the time for completion of the Work under this Agreement is the revised completion date approved or agreed to by the Council under this clause 23.1.
- 23.2 If the Developer complies with clause 23.1 in relation to a Work, then it is not in breach of this Agreement as a result of a failure to complete the Work by the time for completion of the Work specified in Column 4 of Schedule 3.

24 Failure to carry out Work

- 24.1 Subject to clause 28, if the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, including Work the subject of a Rectification Notice, the Council may give the Developer a notice under this clause.
- 24.2 The notice may require the Developer to:
 - 24.2.1 rectify the breach to the Council's satisfaction, and
 - 24.2.2 immediately cease carrying out further work relating to the Work except to rectify the breach.
- 24.3 A notice given under clause 24.1 must allow the Developer not less than 28 days (or such further period as the Council considers reasonable in the circumstances) to rectify the breach.
- 24.4 If the Developer does not comply with the notice given under clause 24.1, the Council may carry out and complete the Work the subject of the breach. This does not affect the Council's other rights to enforce this Agreement.
- 24.5 Clauses 30 and 31 do not prevent a notice being given under clause 24.1, nor do they apply to such a notice or the circumstances relating to the giving of that notice. Any procedure commenced under clause 30 or clause 31 ceases to apply when such a notice is given.
- 24.6 If the Council reasonably incurs a cost in carrying out, completing or rectifying a Defect in a Work, the Council may recover the cost from the Developer in a court of competent jurisdiction.
- 24.7 For the purposes of clause 24.6, the costs which Council can recover include fees and charges incurred by Council, Council's employees, agents and contractors, and legal costs and expenses.

25 Works-as-executed-plan

No later than 60 days after an Item comprising a Work is completed in accordance with this Agreement, the Developer must submit to the Council:

- 25.1.1 a full works-as-executed-plan for the Item, and
- 25.1.2 the technical or operational manual, specifications and warranties (if any) for any product that forms part of the Item.

26 Hand-over of Works

- 26.1 Subject to anything to the contrary in this Agreement, the Council accepts responsibility for a Work on the later of:
 - 26.1.1 the date when the Work is completed for the purposes of this Agreement, or



- 26.1.2 if the Work is carried out on land which is to be dedicated to the Council under this Agreement, the date of dedication of that land.
- 26.2 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council (acting reasonably) any loss or damage to a Work from any cause whatsoever which occurs before the Work is completed for the purposes of this Agreement.

Part 5 - Enforcement and Disputes

27 Enforcement

The Parties acknowledge that Council is entitled to withhold a Subdivision Certificate in respect of a Final Lot or Development Area of the Development if the Development Contributions required by this Agreement to be provided prior to the issue of a Subdivision Certificate for that Final Lot or Development Area, have not been provided in accordance with this Agreement.

28 Council to consult before enforcing this Agreement

- 28.1 This clause applies to any of the Developer's obligations to carry out Work or dedicate land under this Agreement.
- 28.2 If the Council reasonably forms the opinion that the Developer has failed to comply with an obligation to which this clause applies, it is not to enforce this Agreement against the Developer (including taking any action under clause 24) unless it has first notified the Developer in writing of its intention to do so and has consulted with the Developer as to:
 - 28.2.1 the reason for the non-compliance,
 - 28.2.2 the likely effects of the non-compliance, and
 - 28.2.3 the Developer's capacity in all of the circumstances to reasonably rectify the noncompliance.
- 28.3 The Council is not to enforce this Agreement against the Developer unless, after having consulted with the Developer:
 - 28.3.1 it has reasonably formed the opinion the Developer has no reasonable excuse for the non-compliance,
 - 28.3.2 it has notified the Developer in writing that it intends to enforce the Agreement not earlier than 14 days from the date of the notice, and
 - 28.3.3 the notice specifies the enforcement action it intends to take.
- 28.4 At any time between the date of the notice referred to in clause 28.3 and the time when the Council takes action to enforce this Agreement, the Developer may notify the Council of a dispute under clause 30 or 31.
- 28.5 If the Developer notifies the Council in accordance with in clause 28.4, the Council is not to enforce this Agreement against the Developer in relation to the relevant non-compliance unless and until the dispute resolution process under clause 30 or 31 has been exhausted without resolution between the parties.



29 Enforcement in court

- 29.1 Subject only to clause 28, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 29.2 For the avoidance of doubt, nothing in this Agreement prevents:
 - 29.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
 - 29.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

30 Dispute resolution – expert determination

- 30.1 This clause applies to a dispute under this Agreement about a matter that can be determined by an appropriately qualified expert (Expert Determination Dispute).
- 30.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute and requiring it to be determined by an appropriately qualified expert.
- 30.3 Within 14 days of the notice, the Parties are to meet to try to resolve the dispute.
- 30.4 If within a further 28 days the dispute is not resolved, the dispute must be referred to the President of the NSW Law Society to appoint an expert to determine the dispute.
- 30.5 The expert determination binds the Parties, except in the case of the expert's fraud or misfeasance.
- 30.6 Each Party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 30.7 If the Parties disagree over whether a dispute is properly an Expert Determination Dispute, then either Party may refer that issue to the Chief Executive Officer (CEO) of the professional body that represents persons with the relevant expertise, for a determination of that issue. The CEO's determination is final and binds the Parties.

31 Dispute resolution - mediation

- 31.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 30 applies.
- 31.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 31.3 The Parties are then to meet within 14 days of the notice to try to resolve the dispute.
- 31.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time, and must request the President of the Law Society, or the President's nominee, to select a mediator.



31.5 If the dispute is not resolved by mediation within a further 28 days, or any longer period that may be needed to complete any mediation process which has been started, then the Parties may exercise their legal rights in relation to the dispute, including by taking legal proceedings in a court of competent jurisdiction in New South Wales.

32 Registration of this Agreement

- 32.1 Subject to clause 32.2, the Parties agree not to register this Agreement on the title to the Land for the purposes of s93H of the Act.
- 32.2 This Agreement is to be registered for the purposes of s93H of the Act on any part of the Land that is not owned by the Developer.
- 32.3 For the purposes of clause 32.2:
 - 32.3.1 the owner of the part of the Land on which this Agreement is to be registered ('Landowner') is, within 21 days of becoming the owner of that part of the Land, to deliver to the Council in registrable form:
 - (a) an instrument requesting registration of this Agreement on the title to that part of the Land, duly executed by the Landowner, and
 - (b) the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration,
 - 32.3.2 the Landowner is to do such other things as are reasonably necessary to enable registration of this Agreement to occur,
 - 32.3.3 the Landowner and the Council are to do such things as are reasonably necessary to remove any notation relating to this Agreement from the title to the Land:
 - (a) in so far as the part of the Land concerned is a Final Lot,
 - (b) in relation to any other part of the Land, once the Landowner or Developer has completed its obligations under this Agreement to the reasonable satisfaction of the Council or this Agreement is terminated or otherwise comes to an end for any other reason.

33 Assignment, sale of Land, etc

- 33.1 Unless the preconditions specified in clause 33.2 are satisfied, the Developer must not:
 - 33.1.1 transfer the Land or any part of it, other than a Final Lot, to any person, or
 - 33.1.2 assign its rights or obligations under this Agreement, or novate this Agreement, to any person.
- 33.2 The preconditions to be satisfied under clause 33.1 are:
 - 33.2.1 the Developer has, at no cost to the Council procured the execution by the person to whom the Developer proposes to sell or transfer the Land or to whom the Developer's rights or obligations under this Agreement are to be assigned or novated (**Third Party**), of an agreement in favour of the Council to the effect that the Third Party is bound as if a party to this Agreement; and



- 33.2.2 the Developer is not in breach of this Agreement.
- 33.3 If the preconditions in clause 33.2 are met and the Developer transfers the Land (or any part of it, other than a Final Lot) to any Third Party, the Third Party must provide Security to Council.
- 33.4 For the purposes of clause 33.3, Security means a Bank Guarantee in the amount of 50%- of the total Development Contributions which are the responsibility of the Third Party under the assignment or novation pursuant to clause 33.
- 33.5 The Council may call on a Bank Guarantee provided under clause 33.4 if the Third Party is in material or substantial breach of the obligation to pay the Monetary Contribution under this Agreement and have failed to rectify the breach after having been given reasonable notice (which must not be less than 10 Business Days) in writing to do so.
- 33.6 Within 20 Business Days of each anniversary of a Bank Guarantee provided under clause 33.4 the Third Party must provide Council with one or more replacement Bank Guarantees (Replacement Bank Guarantee). Each replacement Bank Guarantee is to be indexed annually in accordance with any movement in the CPI from the date of entry into this Agreement until such time as the Monetary Contribution is paid to Council.
- 33.7 On receipt of a Replacement Bank Guarantee provided under clause 33.6, the Council must release and return to the Third Party as directed, the Bank Guarantee that has been replaced.
- 33.8 At any time following the provision of a Bank Guarantee under this clause, the Third Party may provide the Council with one or more replacement Bank Guarantees totalling the amount of all Bank Guarantees required to be provided under this clause for the time being. On receipt of such replacement Bank Guarantees, the Council must release and return to the Third Party, as directed, the Bank Guarantees which it holds that have been replaced.
- 33.9 The Council may apply the proceeds of a Bank Guarantee provided under this clause in satisfaction of:
 - 33.9.1 any obligation of the Third Party under this Agreement to pay the Monetary Contribution, and
 - 33.9.2 any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure of the Third Party to pay the Monetary Contribution.
 - 33.9.3 The Council must return a Bank Guarantee provided under this clause if requested by the Third Party and the Third Party has duly fulfilled the obligation under this Agreement to pay the Monetary Contribution.

Part 6 - Other provisions

34 Indemnity

Each Party indemnifies the other Party from and against all Claims that may be sustained, suffered, recovered or made against the other Party arising in connection with the performance of their obligations under this Agreement except if, and to the extent that, the Claim arises because of the other Party's negligence or default.



35 Insurance

- 35.1 This clause only applies if Landcom is the Developer under this Agreement.
- 35.2 The Developer warrants, and Council acknowledges, that:
 - 35.2.1 the Developer is a member of the NSW Treasury Managed Fund (Fund),
 - 35.2.2 the Fund provides the Developer with insurance cover against any liability arising from a breach by the Developer of its obligations under this Agreement.

36 Developer may Review Draft Determinations Relating to the Development

- 36.1 Not less than 14 days before determining a Development Application or an application under s96 of the Act relating to the Development, the Council must give to the Developer a copy of its proposed determination including, if applicable, the terms and conditions upon which any Development Consent or approval is proposed to be granted.
- 36.2 The Developer may, by notice in writing, not more than 14 days from receipt of the proposed determination under clause 36.1 request the Council to modify or abandon the proposed determination.
- 36.3 The Council must properly consider a request made by the Developer under clause 36.2 before it makes any further decision in relation to the determination.

37 Review of this Agreement

- 37.1 The Developer must provide the Council with a report every three years detailing the performance of its obligations under this Agreement.
- 37.2 The report is to be:
 - 37.2.1 given no later than every three (3) years from the date on which this Agreement is entered into, and
 - 37.2.2 in the form and addressing the matters the Council notifies to the Developer from time to time.
- 37.3 The Parties are to review this Agreement every three (3) years, and otherwise if either Party considers that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 37.4 For the purposes of clause 37.3, the relevant changes include any change to a law that restricts or prohibits, or enables the Council or any other planning authority to restrict or prohibit, any aspect of the Development.
- 37.5 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 37.3, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 37.6 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.



37.7 A Party's failure to agree to take action requested by the other Party as a consequence of a review referred to in clause 37.3 is not a dispute for the purposes of clauses 30 and 31, and is not a breach of this Agreement.

38 Confidentiality

- 38.1 The terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any Party.
- 38.2 The Parties acknowledge that:
 - 38.2.1 confidential information may have been supplied to some or all of the Parties in the negotiations leading up to the making of this Agreement, and
 - 38.2.2 the Parties may disclose to each other further confidential information in connection with the subject matter of this Agreement.
 - 38.2.3 subject to clauses 38.3 and 38.4, each Party agrees:
 - (a) not to disclose any confidential information received before or after the making of this Agreement to any person without the prior written consent of the Party who supplied the confidential information, or
 - (b) to take all reasonable steps to ensure all confidential information received before or after the making of this Agreement is kept confidential and protected against unauthorised use and access.
- 38.3 A Party may disclose confidential information in the following circumstances:
 - 38.3.1 in order to comply with the law, or the requirements of any Authority, or
 - 38.3.2 to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the information confidential.
- 38.4 The obligations of confidentiality under this clause do not extend to information which is public knowledge other than as a result of a breach of this clause.

39 Notices

- 39.1 A notice, consent, information, application or request (Notification) that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - 39.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
 - 39.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
 - 39.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 39.2 A Party may change its address, fax number or email address by giving the other Party 3 business days' notice of the change, in which case the new address, fax number or email address is treated as the address or number in the Summary Sheet.



- 39.3 A Notification is to be treated as given or made if it is:
 - 39.3.1 delivered, when it is left at the relevant address,
 - 39.3.2 sent by post, 2 business days after it is posted,
 - 39.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number, or
 - 39.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 39.4 If a Notification is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

40 Approvals and consent

- 40.1 In this clause, a reference to an approval or consent does not include a reference to a Development Consent.
- 40.2 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- 40.3 A Party must give its reasons for giving or withholding consent or for giving consent subject to conditions.

41 Costs

The Parties are each to pay their own costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.

42 Entire Agreement

- 42.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 42.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

43 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.



44 Governing law and jurisdiction

- 44.1 This Agreement is governed by the law of New South Wales.
- 44.2 The Parties submit to the non-exclusive jurisdiction of its courts, and are not to object to the exercise of jurisdiction by those courts on any basis.

45 Joint and individual liability and benefits

Except as otherwise set out in this Agreement:

- 45.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and
- 45.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

46 Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and to comply with their obligations under the Agreement, and that entry into this Agreement will not result in the breach of any law.

47 Severability

- 47.1 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 47.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of it is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

48 Modification

No modification of this Agreement has any effect unless it is in writing and signed by the Parties.

49 Waiver

- 49.1 A Party does not waive any of the other Party's obligation or breach of obligation merely by failing to do, or delaying in doing, something under this Agreement.
- 49.2 A waiver by a Party is effective only if it is in writing.
- 49.3 A written waiver by a Party is effective only in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach, or as an implied waiver of that obligation or breach in relation to any other occasion.

50 GST

50.1 In this clause:



Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable for the Taxable Supply.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a Party includes an Input Tax Credit for an acquisition made by that Party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law, excluding (except where expressly agreed otherwise) a supply for which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 50.2 Subject to clause 50.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 50.3 Clause 50.4 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- No additional amount is payable by the Council under clause 50.4 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 50.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
 - 50.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies before issuing Tax Invoices for those Supplies;
 - 50.5.2 that any amounts payable by the Parties in accordance with clause 50.2 (as limited by clause 50.4) to each other for those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 50.6 No payment of any amount under this clause 50, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided the recipient with a Tax Invoice or Adjustment Note as the case may be.
- Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a Party, must exclude the amount of any Input Tax Credit entitlement of that Party in relation to the relevant cost, expense or other liability.
- 50.8 This clause continues to apply after expiration or termination of this Agreement.

51 Explanatory Note Relating to this Agreement

51.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.



- 51.2 Under clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Agreement.
- 51.3 In this clause Regulation means the Environmental Planning and Assessment Regulation 2000.



Schedule 1

Land (clause 1.1)

Title	Registered Proprietor
Lot 4 DP 247902	University of Western Sydney
Lot 63 DP 1104486	University of Western Sydney
The part of Lot 64 DP 1104486 that forms Goldsmith Avenue	Landcom
Lot 7 DP 253700	Landcom

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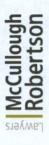
Schedule 2

Development (clause 1.1)

The development on the Land comprising the subdivision of the Land in Development Areas as shown on the Development Area Plan and the delivery of a package of estate major works as identified in Schedule 3.

A plan showing the Development Area and the location of Works is included in Schedule 4.

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Schedule 3

Development Contributions (clauses 1.1 and 11)

No.	Item	Public Purpose	Scope	90	Ē	Timing of Provision	Contribution Value
Carry	Carrying out of Works and Dedication of Land	ation of Land					
1	Gilchrist Drive Intersection (generally in the location shown as 'Gilchrist Drive Intersection (GDI) on the Development Area Plan)	Road works	• •	Carrying out of Work as described under the heading 'Description of Works' in Item 1 of Part A of the ISDP Dedication of Land on which the Works are carried out.		Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 2 Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 2 Development.	\$1,800,000.00
7	Goldsmith Ave (generally in the location shown as 'Median Boulevard (MB) Goldsmith Avenue' on the Development Area Plan)	Road works	• •	Carrying out of Works as described under the heading 'Description of Works'in Item 2 of Part A of the IDSP. Dedication of Goldsmith Ave shown as 'Median Boulevard (MB) Goldsmith Ave' on the Development Area Plan.		Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 2 Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 2 Development.	\$3,700,000.00
м	Main Ridge Park (generally in the location shown is 'Main Ridge Park (MRP) on the Development Area Plan)	Passive recreation / play area	• •	Carrying out of Works as described under the heading 'Description of Works'in Item 3 of Part A of the IDSP. Dedication of Land on which the Works are carried out.		Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 2 Development. Land to be dedicated on or before the registration of the plan	\$1,300,000.00



	Public Purpose	Scope	Timing of Provision of subdivision that creates the	Contribution Value
			Stage 2 Development.	
Cors	Community use	 Carrying out of Works as described under the heading 'Description of Works' in Item 4 of Part A of the IDSP. Dedication of the Land on which the Works are carried out. 	 R2 & R3 - Works to be commenced before the issuing of the Subdivision Certificate that creates Stage 4C in the Development. Dedication is to occur on or before the completion of works. R4 & R5 - Works to be commenced before the issuing of the Subdivision Certificate that creates Stage 4A in the Development. Dedication is to occur on or before the completion of works. R1 - Works to be commenced before the issuing of the Subdivision Certificate that 	\$6,400,000.00
			creates Stage 5B in the Development. Dedication is to occur on or before the completion of works.	
Activ	Active Recreation and Community Use	 Carrying out of Works as described under the heading `Description of Works' in Item 5 of Part A of the ISDP. Dedication of Land on which the Works are carried out other than the land on which the 	 Works to be commenced before the issuing of the Subdivision Certificate that creates Stage 4C in the Development. Dedication is to occur on or before the completion of works. Note: See Item 14 of this table 	\$5,500,000.00



Public Purpose	telecommunications equipment area is located, being the approximate area of land marked as 'Preferred location for Telecommunications equipped tower' on the Telecommunications Tower Plan in Schedule 5. An easement for access to the Tower will also be required.	riming of Provision regarding the making of a monetary contribution as an alternative to the construction of works in the Sporting Precinct.	Contribution Value
	works are carried out other than the part of the gymnasium building shown outlined in blue and described as 'Unifit Gym' in Schedule 6 (Part 1) and the total land area shown in hatching on the draft plan at Schedule 6 (Part 2). The parties acknowledge the intentions of UWS and Council that the UWS gym and land on which it is located (as per Schedule 6) are to be sold to Council on an 'as is where is' basis, pursuant to a separate contractual arrangement that will deal with terms and payment conditions. The parties anticipate that the transfer and payment will occur		



	Item	Public Purpose	So	Scope	Ē	Timing of Provision	Contribution Value
The same of the sa				contemporaneously with registration of the relevant plan of subdivision to create a distinct title for the relevant land.			
	Bow Bowing Creek (generally in the location shown as 'Bow Bowing Creek Realignment (BCC) on the Development Area Plan)	Passive recreation / Community use		Carrying out of Works as described under the heading 'Description of Works' in Item 6 of Part A of the ISDP. Dedication of Land on which the Works are carried out.		Works to be commenced prior to the issuing of the Subdivision Certificate that creates Stage 4C in the Development. Dedication is to occur on or before the completion of works.	\$2,100,000.00
	Harrison Dam Park (generally in the location shown as 'HDP' on the Development Area Plan)	Recreation and Community use		Carrying out of Works as described under the heading 'Description of Works' in Item 7 of Part A of the ISDP. Dedication of Land on which the Works are carried out.	• •	Works to be commenced before the issuing of the Subdivision Certificate that creates Stage 5A in the Development. Dedication is to occur on or before the completion of works.	\$3,900,000.00
	Macarthur Regional Recreation Trail (generally in the location shown as 'Macarthur Regional Recreational Trail (MRT)' on the Development Area Plan)	Regional Cycleway		Carrying out of Works as described under the heading 'Description of Works' in Item 8 of Part A of the ISDP. Dedication of the Land on which the Works are carried out.	•	Works to be commenced before the issuing of the Subdivision Certificate that creates Stage 5B in the Development. Dedication is to occur on or before the completion of works.	\$2,000,000.00
	Knoll Park (generally in the location shown as 'KP' on the Development Area Plan)	Passive recreation / play area	•	Carrying out of Works as described under the heading 'Description of Works' in Item 9 of Part A of the ISDP.	• 4 9 1	Works to be commenced before the issuing of the Subdivision Certificate that creates Stage 4C in the Development.	\$700,000.00



Contribution Value		\$2,200,000.00	\$4,900,000.00
Timing of Provision	Dedication is to occur on or before the completion of works.	Works to be completed in accordance with the recommendations contained in the relevant flood report for a Development Area.	Local roads –Works to be completed before the issuing of the Subdivision Certificate that creates the Development Area within which the local road is located. Arrangements for dedication of land to be agreed in writing on or before the registration of the plan of subdivision that creates the Development Area within which the local road is located and land to be dedicated in accordance with those arrangements. William Downes Drive and Development Area 3 Collector Road –Works to be completed before the issuing of the
	• the	·	ach for ion
Scope	Dedication of Land on which the Works are carried out.	Carrying out of Works as described: under the heading 'Description of Works' in Item 10 of Part A of the ISDP, and in any flood report accompanying a Development Application for a Development Area.	Works as described under the heading 'Development Contributions – Carrying out of Works' in Item 11 of Part A of the ISDP. Dedication of local roads, bridges and culverts within each Development Area Dedication of a section of William Downes Drive between Narellan road to the intersection of and including the Development Area 3 Collector Road shown as 'Collector Road (CR) - Development Area 3 Access Road' on the Development Area Plan.
Ň	•	•	•
Public Purpose		Regional drainage	Public Access
Item		Flood Detention Basins (generally in the locations shown as 'Detention Basins' on the Development Area Plan)	Local and other collector roads (collector roads in the general location shown as 'Collector Road (CR) - Development Area 3 Access Road' on the Development Area Plan)
No.		10	11



Contribution Value		\$100,000.00	\$2,800,000.00	\$1,580,000.00
Timing of Provision	Subdivision Certificate that creates the Stage 4C Development.	In accordance with clause 14.	In accordance with the agreement entered into between the Developer and the RMS titled 'Transport Infrastructure Contribution Deed' in respect of the Narellan Road Intersection.	Before the issuing of the Subdivision Certificate that creates the Stage 4C Development.
Scope		The Developer to provide \$100,000.00 to the Council towards the provision of the Access Ramp.	Developer is to provide \$2,800,000.00 to the RMS in accordance with the agreement entered into between the Developer and the RMS titled 'Transport Infrastructure Contribution Deed' in respect of the Narellan Road Intersection.	 The Developer is to provide \$1,580,000.00 towards the development of the Sports Precinct. Note: If Council does not obtain funding sought for the development of the Sports Precinct within 2 years (or within such other time as agreed between the parties), the Developer will not make any monetary contribution towards the development of the Sports Precinct, but rather carry out the works itself being the construction of an amenities
Public Purpose		Access Ramp	Road infrastructure	Community Sports Infrastructure
Item		Contribution for Access Ramp	Contribution for Narellan Road Intersection	Contribution towards development of Sports Precinct
No.		12	13	14

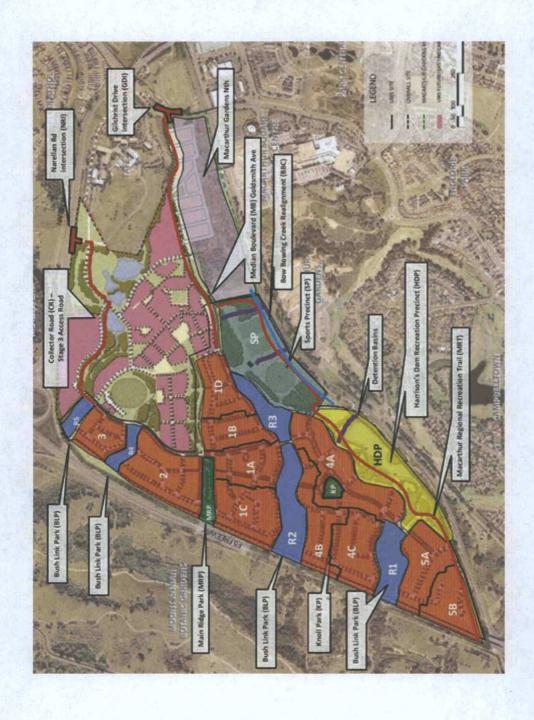


	Item	Public Purpose	Scope	Timing of Provision	Contribution Value
n e			building, car park, playground and courts.		



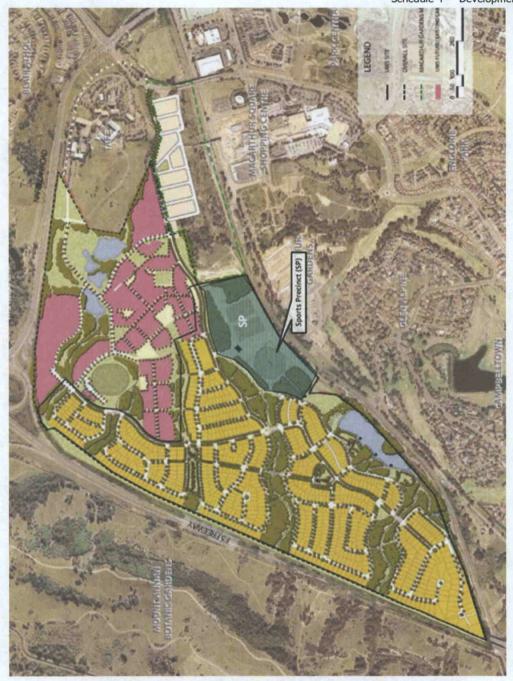
Schedule 4

Development Area Plan (clause 1.1)



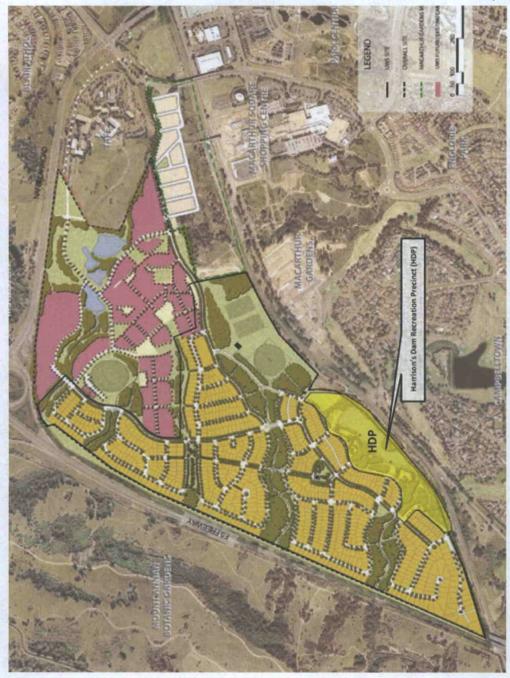


Schedule 4 - Development Area Plan



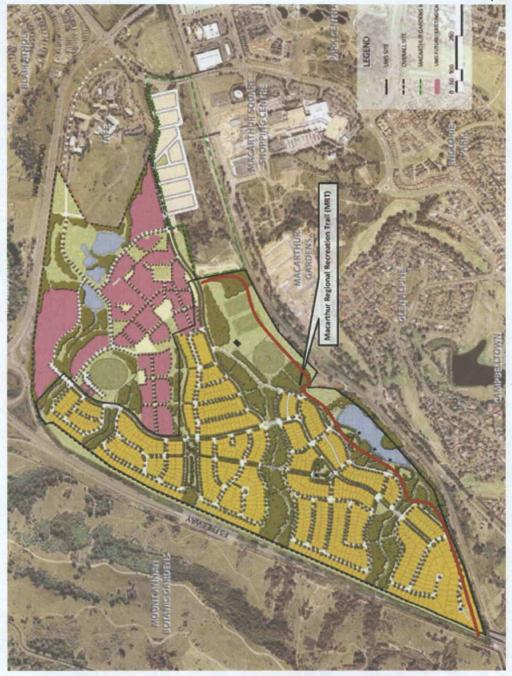


Schedule 4 - Development Area Plan



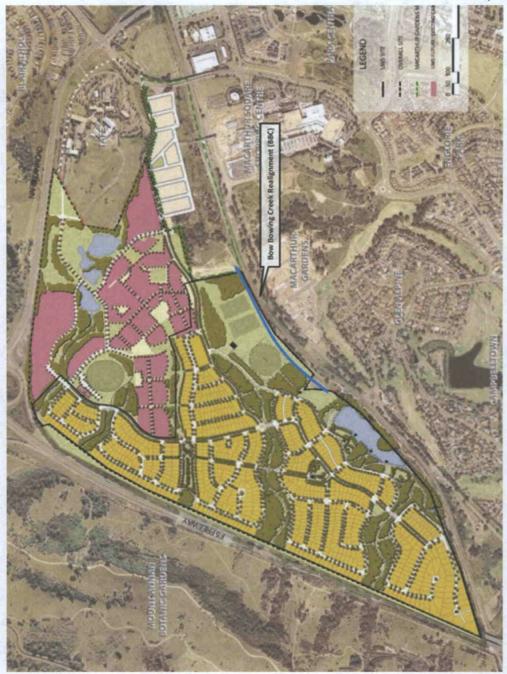


Schedule 4 - Development Area Plan



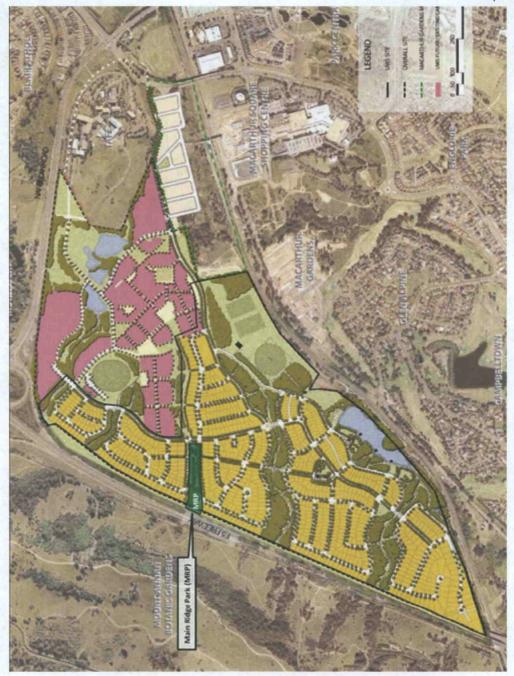


Schedule 4 - Development Area Plan



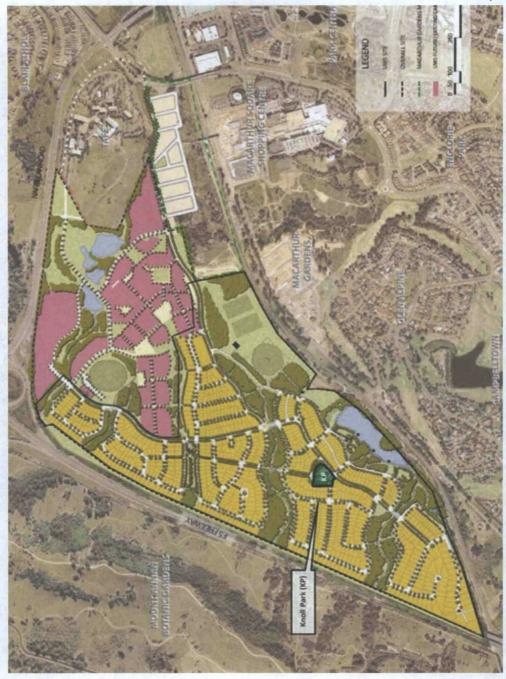


Schedule 4 - Development Area Plan



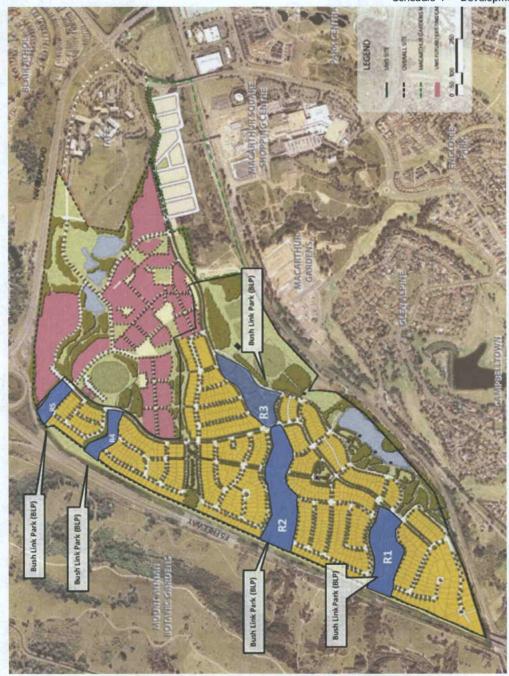


Schedule 4 - Development Area Plan



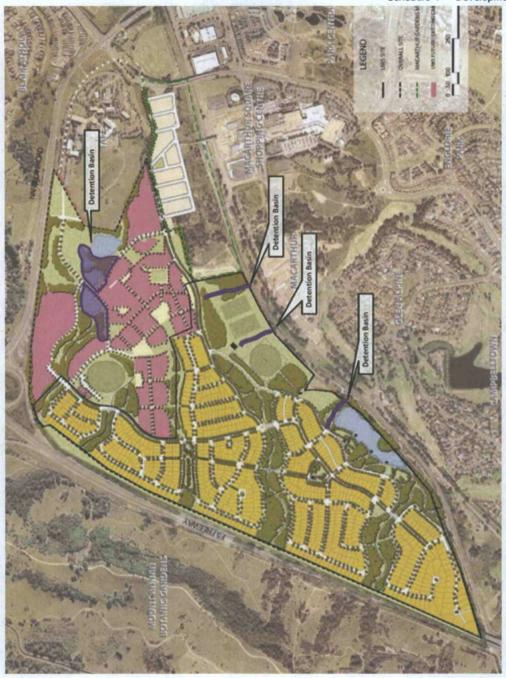


Schedule 4 - Development Area Plan



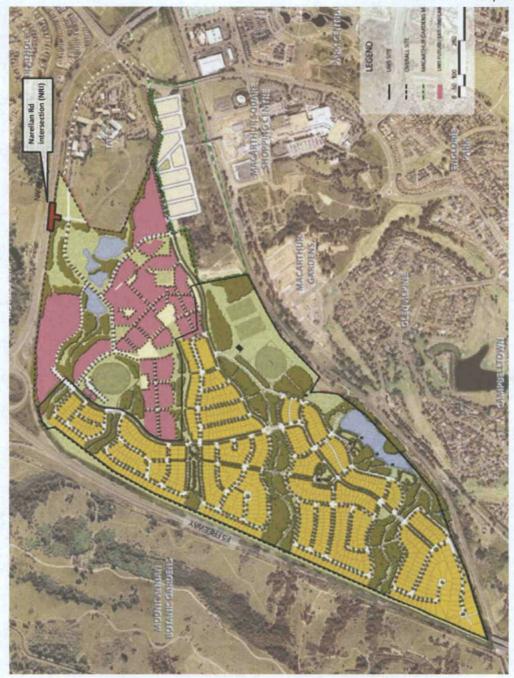


Schedule 4 - Development Area Plan





Schedule 4 - Development Area Plan



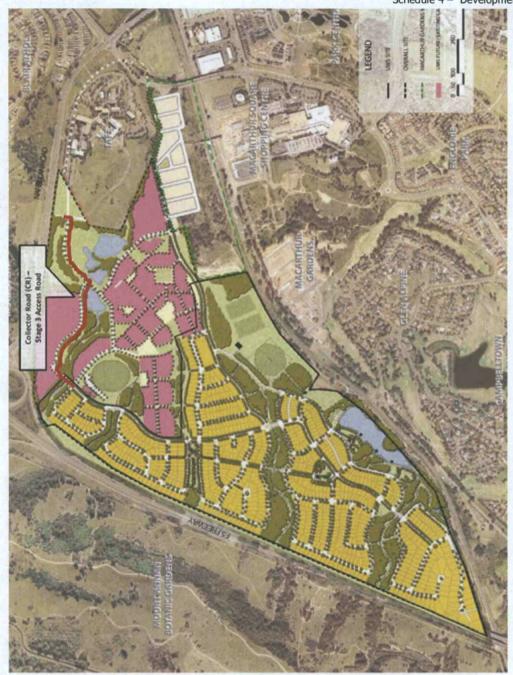


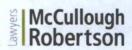
Schedule 4 - Development Area Plan





Schedule 4 - Development Area Plan





Schedule 4 - Development Area Plan





Schedule 5

Telecommunications Tower Plan (Schedule 3, Item 5)

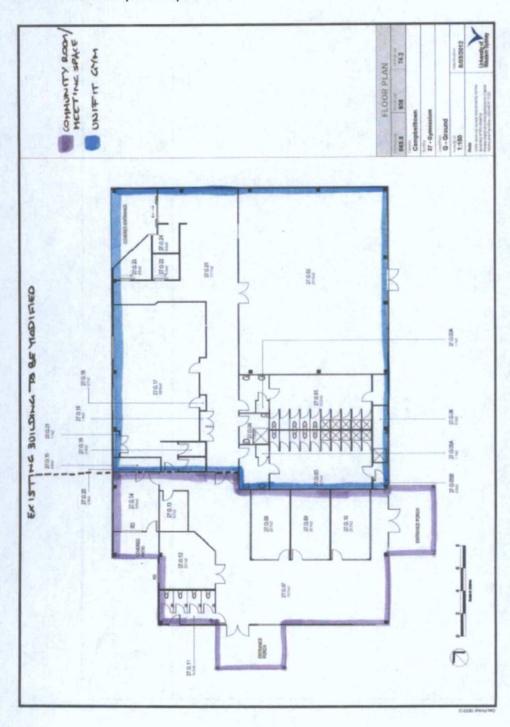


Schedule 6 - Unifit Gym

Schedule 6

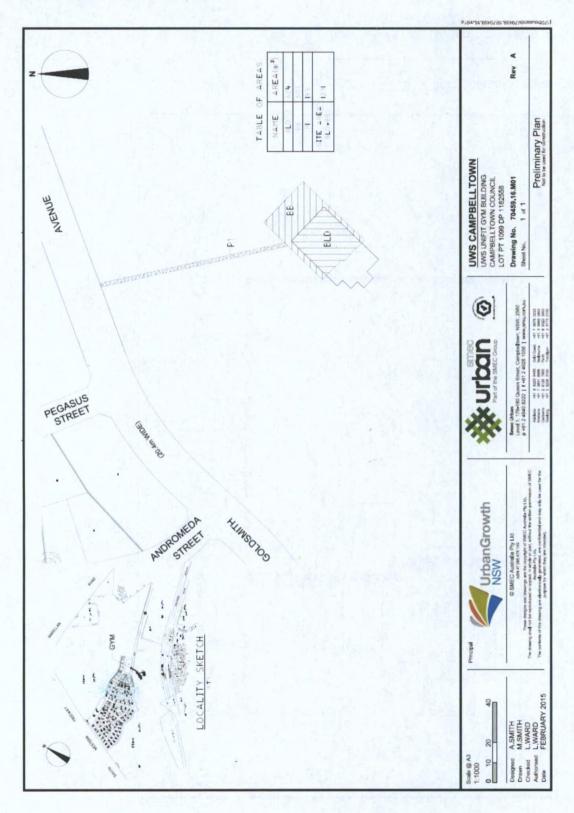
Unifit Gym (Schedule 3, Item 5)

PART ONE: Unifit Gym Floorplan





PART TWO: Plan of Unifit Gym Land





Execution	
EXECUTED as an Agreement	
Dated: 18/12/15	
Dated.	
Executed on behalf of the Council	
Executed on Bendin of the Council	
LDeit 3 LINDY DEITZ	
General Manager	
SP	
LINDY DEITZ	JEFFREY LAWRENCE
Witness/Name/Position	DIRECTOR PLANNING + ENVIRON
Signed for and on behalf of Landcom by its attorneys jointly under power of attorney dated 25 attorney certifies that they have no notice of revocation of	
Signed in the presence of:	
ON COMOS.	man.
Signature of witness	Signature of attorney
ELIZABETH THOMAS.	MATTHEW BEGGS
Name of witness	Name of attorney
LUL 14,60 STATION ST, PARRA	MATTA
Address of witness	
	V V
Signed in the presence of:	An intelled as
The	CHAM MCHELO
Signature of witness	Signature of attorney
Mac	On the Ostuber
Name of witness	Name of attorney
Tune of wides	name of acomey
LUII6,227 Elizabeth St SYONEY Address of witness	