

Second Council Planning Agreement

Penrith City Council
Council

Lensworth Glenmore Park Limited
Lensworth

Mulpha FKP Pty Limited trading as Norwest Land
Norwest Land

Holicombe Pty. Limited
Holicombe

Glenmore Park Creek Developments Pty Limited
GPCD

Sergio & Assunta Vianello
Vianello

Vianello Holdings Pty Limited
Vianello Holdings

Mint Holdings Pty. Limited
Mint Holdings

M. Davis
f
x *Barbara*
x *S. Vianello*
x *A. Vianello*
x *Edelfonso Vianello*
x *Alison*
x *A. Ross*
x *Phil M*
x *E. Vianello*
x *Robert Vianello*

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Planning Agreement made at **PENRITH** on **6th, NOVEMBER 2012**

- Parties**
- Penrith City Council ABN 43 794 422 563** of 601 High Street, PENRITH NSW 2750 (Council)
- Lensworth Glenmore Park Limited ABN 59 007 533 888** of 133 Castlereagh Street, SYDNEY NSW 2000 (Lensworth)
- Mulpha FKP Pty Limited trading as Norwest Land ABN 27 000 004 633** of Level 5, 99 Macquarie Street, SYDNEY NSW 2000 (Norwest Land)
- Holicombe Pty. Limited ABN 76 691 030 709 in its capacity as trustee of the Wearn Quarry Trust** of 2091 Castlereagh Road, PENRITH NSW 2150 (Holicombe)
- Glenmore Park Creek Developments Pty Limited ABN 67 135 871 966** of 879 Mulgoa Road, MULGOA NSW 2745 (GPCD)
- Sergio & Assunta Vianello ABN 27 709 051 547** of "Hills of Home" 2183 The Northern Road, MULGOA NSW 2745 (Vianello)
- Vianello Holdings Pty Limited ACN 133 215 175 in its capacity as trustee of the Vianello Family Trust**, having its registered office at c/- G.J. Moutzourris & Co, Suite 4, Level 1, 28 Burwood Road, BURWOOD NSW (Vianello Holdings)
- Mint Holdings Pty. Limited ABN 20 002 055 165** of 36 South Street, RYDALMERE NSW 2166 (Mint Holdings)

Background

- A. In October 2010, the Landowners owned the land known as Glenmore Park Stage 2 Release Area (GP2RA Land).
- B. At that time, the Landowners and Developers intended to enter into a voluntary planning agreement with Council to exclude the operation of Section 94 of the Act to the development of the GP2RA Land (into, inter alia, approximately 1628 residential lots, a retail centre and a school site)
- C. During the period from October 2010 to the date of this Deed, the Landowners and Developers, with the approval of Council, have proceeded with the development of parts of the GP2RA Land with the intention that this Planning Agreement (once it came into operation pursuant to clause 4) would apply to the development.
- D. As a consequence of the development that has occurred, and the consequent subdivision and sale of parts of the GP2RA Land, this Planning Agreement only applies to the land owned by the Landowners (being known as the 'Land' in this Deed) even though the Development Contributions (works and monetary) are based on the parties original (October 2010) intention.
- E. As at the date of this Deed, each Landowner owns that part of the Land as nominated to be owned by it in Schedule 2.
- F. Vianello and Vianello Holdings represent and warrant to the other Landowners, GPCD and the Council that they have entered into the Development Agreement.
- G. While Vianello is the legal and beneficial owner of the Vianello Land, Vianello Holdings is joined as a Party to this Deed as a Developer and will develop the Vianello Land.

- H. Holicombe and GPCD represent and warrant to the other Landowners, Vianello Holdings and the Council that they have entered into the Development Services Agreement.
- I. While Holicombe is the legal owner of the Holicombe Land, GPCD is joined as a Party to this agreement as a Developer and will develop the Holicombe Land.
- J. The Landowners and Developers have made, or propose to make, a Development Application and will enter into the Planning Agreement in connection with that Development Application on the terms and conditions of this Deed.
- K. From the date the Planning Agreement comes into operation pursuant to clause 4, it constitutes an agreement between the Landowners, the Developers and the Council that the Landowners and the Developers will pay monetary contributions, or provide other material public benefits, or a combination of them, in connection with the Development Contributions Plan on the terms and conditions of this Deed.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

The meaning of capitalised terms in this Deed is as follows (unless otherwise specified):

Accession Deed means the document attached to this Deeds at Annexure B.

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Active Open Space Embellishment to Level One has the meaning given to that term in Table 3 in Annexure E.

Actual Price has the meaning given to that term in paragraph 3.5 of Schedule 3.

Actual Price Excess has the meaning given to that term in paragraph 3.5 of Schedule 3.

Allotment means a lot forming part of the Land identified in any Development Application for subdivision of the whole, or any part, of the Land which lot is intended to be developed, subject to development consent, by construction of one or more Dwellings.

Anticipated Dwellings means the number of Dwellings that Council and the relevant Developer agree are expected to be provided on an Identified Development Lot.

Application means an application for any Approval.

Approval means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any modifications or variations to them) which may be required by Law or by adjoining owners for the commencement and carrying out of the Contributions Works or the Development generally.

Assignment and Dealing Terms means the obligations imposed on the relevant Parties under, and by virtue of Schedule 7.

ASX Listing Rules means the listing rules established by ASX Limited ACN 008 624 691 to, inter alia, govern the admission of entities to the official list, quotation of securities, suspension of securities from quotation and removal of entities from the official list.

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under the Act.

Bank Bill Rate means:

- (a) the average bid rate which is shown at approximately 10.15am (Sydney time) on the last day of that period on the Reuters screen BBSY (or any page that replaces it) for a term equivalent to 90 days; or
- (b) if it is not possible for any reason for the Payee to determine the Bank Bill Rate under paragraph (a), then the Bank Bill Rate will be the average, rounded upwards if necessary to four decimal places and expressed as a yield percentage per annum, of the bid rates quoted by each Reference Bank at or about 10.30am on that day (or such number of Reference Banks as provide quotes to the Payee at that time on that day), for bank accepted Bills having a term as described above, as conclusively determined in good faith by the Payee.

Bill means a bill of exchange as defined in the *Bills of Exchange Act 1909* (Cth), but does not include a cheque.

Bond means one or more insurance bonds, bank guarantees or similar instruments in favour of Council issued by a bank or insurer with a rating, at the date of provision of the relevant Bond, of A+ or better by Standard and Poors for a face value.

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

Certificate of Delivery means a certificate issued by the Council certifying Delivery of the relevant Contribution Works.

Consent Authority means, in relation to an Application, the Authority having the function to determine the Application.

Construction Contract has the meaning given to that term in paragraph 3.5 of Schedule 3.

Contribution Amount means each of:

- (a) the amount of monetary Development Contributions payable by each Developer referred to in Table 1 in Annexure E being those amounts described in that table as either a 'Contribution Amount' or 'Monetary Contribution' subject to any adjustment of those amounts in accordance with this Deed; and
- (b) any additional amounts payable by a Developer to Council as an additional Contribution Amount in accordance with this Deed (including paragraph 3.5(f) of Schedule 3).

Contribution Works means each of:

- (a) the Estate Wide Contribution Works;
- (b) the Precinct Contribution Works; and
- (c) any other works-in-kind (if any) agreed between Council and a Developer to be undertaken by that Developer as contemplated by paragraph 1 of Schedule 3.

Corporations Act means the *Corporations Act 2001* (Cwlth).

Costs includes all costs, charges and expenses, including those incurred in connection with advisers and legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

Council means the Penrith City Council.

CPI means the published Consumer Price Index (Sydney - All Groups), or if that index is no longer published, then any other index which, by agreement between the Landowners and the Council, is a similar index.

Credit Amount has the meaning given to that term in paragraph 3.5 of Schedule 3.

Cultural Facilities Development Contributions Plan means the development contributions plan relating to cultural facilities adopted by the Council on 5 May 2003 pursuant to section 94 of the Act.

Dedicated Land means, for any Landowner, that part of the Land specified in the tables in Annexure E which is owned by that Landowner and which is identified in those tables as being land to be transferred or dedicated (which will be transferred or dedicated for a public purpose).

Delivery means, in relation to any of the Contribution Works, the point of time at which completion of those works occurs in accordance with this Deed and the Development Consent applying to those works, save only for any:

- (a) Minor Defects; or
- (b) other minor omissions or defects,

which, individually or in aggregate, do not have an adverse effect on:

- (c) the Council; or
- (d) the operation or use of those Contribution Works,

and can be rectified within 20 Business Days or such other period agreed between the Relevant Developer and Council in writing and, in each case, where the process of rectification of such omissions or defects, agreed in accordance with paragraph 4 in Schedule 3, will not have any such adverse effect.

Developers means each of Lensworth, Norwest Land, GPCD, Vianello Holdings and Mint Holdings and their successors and assigns.

Development means the use of land, the subdivision of land, the erection of a building, the carrying out of a work and the demolition of a building or work.

Development Agreement means the development agreement between Vianello and Vianello Holdings dated 10 June 2010 for (*inter alia*) the development of the Vianello Land by Vianello Holdings.

Development Application has the meaning given to that term in the Act.

Development Consent has the meaning given to that term in the Act.

Development Contributions means those contributions (be they Contribution Works, dedication of land or monetary contributions) referred to in the Development Contributions Schedule or otherwise contemplated in this Deed (including Schedule 3).

Development Contributions Schedule means the Development Contributions set out in the tables and specifications in Annexure E as read with Annexure C and Annexure D.

Development Contributions Plan means the GP2 Development Contributions Plan adopted by the Council on 24 May 2010 pursuant to section 94 of the Act as amended from time to time.

Development Services Agreement means the development services agreement between Holicombe and GPCD dated 4 June 2010 for (*inter alia*) the development of the Holicombe Land by GPCD.

Dispute Resolution Procedures means the procedures imposed on the relevant Parties under Schedule 5.

Dwelling means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile.

Estate Wide Contribution Works means each of those works referred to in the 2nd Column of Table 3 in Annexure E (as more fully detailed and scoped in the Development Contributions Plan and the Annexures to this Deed).

Explanatory Note means the explanatory note relating to this Deed, as required by clause 25E of the Regulation.

GST has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).

GST Amount has the meaning given to that term in clause 13.4.

Holicombe Land means that part of the Land that is described in Schedule 2 as being owned by Holicombe.

Holicombe Trust means the trust known as the Wearn Quarry Trust established under the Holicombe Trust Deed.

Holicombe Trust Deed means the trust deed which created the Holicombe Trust dated 12 October 1990.

Holicombe Trust Fund means the assets of the Holicombe Trust.

Identified Development Lot means an Allotment that is nominated by the Developer and agreed by Council to be subject to development of more than one Dwelling on that Allotment, but does not include Allotments nominated by the Developer as Residue Lots.

Interest Rate in relation to interest payable on any payment due under this Deed means the rate which is the Bank Bill Rate plus a margin of 2% per annum.

Land means the land described in Schedule 2.

Landowners means each of Lensworth, Norwest Land, Holicombe, Vianello and Mint Holdings and their successors and assigns.

Law means:

- (a) the common law including principles of equity; and

(b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority,

presently applying or as they may apply in the future.

Legislation means any statute, rule, ordinance, code, regulation, proclamation, by-law or consent by an Authority.

LEP means the environmental planning instrument known as the "Penrith Local Environment Plan (Glenmore Park Stage 2) 2009".

Minor Defects has the meaning given to that term in paragraph 4.2 in Schedule 3.

Nominated Price Excess has the meaning given to that term in paragraph 3.5 of Schedule 3.

Notice of Delivery has the meaning given to that term in paragraph 4.1 in Schedule 3.

Open Space Development Contributions Plan means the Penrith City District Open Space Development Contributions Plan adopted by the Council on 24 May 2010 pursuant to section 94 of the Act.

Party means a party to this Deed, including their respective successors and assigns.

Payee has the meaning given to that term in clause 18.

Payer has the meaning given to that term in clause 18.

Plan of Subdivision means a registered plan of subdivision within the meaning of section 195 of the *Conveyancing Act 1919* (NSW).

Planning Agreement means the planning agreement that comes into operation upon the date of this Deed, comprising the form and content of this Deed.

Precinct means each of Precinct A, B, C, D, E, F, G or H (as applicable) as shown in the plan comprising Annexure A.

Precinct Contribution Works means those works listed in column 2 or column 5 of Table 2 in Annexure E.

Proposed Application Plans has the meaning given to that term in paragraph 3.3 of Schedule 3.

Proposed Contract Price has the meaning given to that term in 3.5 of Schedule 3.

Proposed Transferee has the meaning given to that term in paragraph 1.2 of Schedule 7.

Real Property Act means the *Real Property Act 1900* (NSW).

Recipient has the meaning given to that term in clause 13.4.

Recipient Supply has the meaning given to that term in clause 13.6.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Release and Discharge Terms means the obligations imposed on the relevant Parties under, and by virtue of, Schedule 4.

Relevant Application has the meaning given to that term in paragraph 5.1 of Schedule 3.

Relevant Developer has the meaning given to that term in paragraph 3.2 of Schedule 3.

Relevant Lot has the meaning given to that term in Schedule 4.

Residential Lot means an Allotment that is intended by the Developer for development of a single dwelling.

Residue Lot means an Allotment that is nominated by the Developer for future subdivision and development as a 'residue lot'.

Subdivision Certificate means a certificate issued under section 109C(1)(d) of the Act for a plan creating residential allotments.

Supplier has the meaning given to that term in clause 13.4.

Transfer Land has the meaning given to that term in paragraph 1.1 of Schedule 7.

Transferee has the meaning given to that term in paragraph 1.1 of Schedule 7.

Transferred Obligations has the meaning given to that term in paragraph 1.2 of Schedule 7.

Vianello Land means that part of the Land that is described in Schedule 2 as being owned by Vianello.

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) if more than one person is identified as the Landowners, that expression refers to each Landowner separately, and the obligations of the Landowners under this Deed bind them severally only. In respect of Vianello, Sergio Vianello and Assunta Vianello are jointly and severally bound in relation to the obligations of Vianello under this Deed;

(c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(e) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this

Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;

- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) **includes** in any form is not a word of limitation;
- (k) a reference to **\$** or **dollar** is to Australian currency; and
- (l) the Schedules, Exhibits and Annexures form part of this Deed.

2. Planning Agreement

The Planning Agreement operates as a planning agreement pursuant to section 93F of the Act.

3. Application of this Deed

This Deed applies to the Land and the Development.

4. Operation of this Deed

- (a) Until the Planning Agreement operates, this Deed constitutes an irrevocable offer from each Landowner and each Developer to enter into the Planning Agreement if Development Consent is granted to any part of the Development on the Land which contains a condition referred to in clause 4(b)(i).
- (b) The Planning Agreement operates only if:
 - (i) the carrying out of the Development is subject to a condition imposed under section 93I(3) of the Act requiring the Planning Agreement to be entered into: and
 - (ii) the Planning Agreement is entered into as required by clause 25C(1) of the Regulation.
- (c) The Council must notify the Landowners and the Developers immediately after the Council executes this deed and promptly provide the Landowners and the Developers with the Deed as executed by the Council.

5. Further Agreements Relating to this Deed

- (a) The Parties are to enter into such further agreements as are expressly required to be entered into by this Deed.
- (b) The Parties may enter into such other agreements relating to any matter the subject of this Deed that they consider are necessary or desirable in order to give effect to this Deed.
- (c) An agreement referred to in clause 5(a) or 5(b) is not to be inconsistent with this Deed.

6. Development Contributions

Each Landowner and Developer will provide its Development Contributions in accordance with the Development Contributions Schedule and otherwise on the terms of this Deed.

7. Council Acknowledgements and requirements

7.1 Landowner and Developer contributions conditions

The Council represents and warrants that it will use the Development Contributions received pursuant to this Planning Agreement solely for the purposes described in Cultural Facilities Development Contributions Plan, the Open Space Development Contributions Plan and the Development Contributions Plan.

7.2 Existing Development

The Council acknowledges that the entering into of this Deed by the relevant Landowners and the operation of the Planning Agreement (in accordance with clause 4) will satisfy the following conditions of the following consents:

Landowner	Development Consent No.	Condition No.
Lensworth	DA09/1202	Condition No 35
Lensworth	DA09/1203	Condition No 37
Lensworth	DA11/0045	Condition No 39
Lensworth	DA09/1237	Condition No 39
Lensworth	DA09/1238	Condition No 47
Lensworth	DA10/1230	Condition No 64
Lensworth	DA10/1231	Condition No 59
Lensworth	DA10/1232	Condition No 52
Norwest	DA10/0672	Condition No 57
Norwest	DA10/1012	Condition No 1.74

8. Review of principles and contributions

The Council acknowledges and agrees that, at the request of the Landowners and Developers, it will enter into negotiations with the Landowners and Developers (acting in good faith and reasonably) in relation to changing the timing of Development Contributions by the Landowners and the Developers under this Deed having regard to the progress of the Development or any adverse economic conditions that prevail at the time which may adversely impact upon the Landowners' and Developers' ability to make the contributions required to be made of them pursuant to this Deed. Any alteration to this Agreement must be agreed between the parties in writing.

9. Application of s94, s94A and s94EF of the Act to the Development

9.1 Application of sections 94, 94A and 94EF of the Act

- (a) The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in Schedule 1.
- (b) The parties acknowledge and agree that if any Development Consent is issued (either prior to or after the date of this Planning Agreement) by the Consent Authority in connection with any part of the Development (in relation to any Land to which this Deed continues to apply) which requires any Landowner or Developer to make contributions pursuant to section 94 or section 94A of the Act, then such requirement will be deemed to have been satisfied as a result of the Developers and Landowners entering into this Planning Agreement and carrying out their obligations under this Planning Agreement.

- (c) The Council agrees that when considering:
- (i) development applications for development on Allotments identified as Identified Development Lots (whether before or after the release and discharge of the registration of this Deed from that Allotment); and
 - (ii) the possible application of Section 94 or Section 94A of the Act in respect of the development the subject of that development application (if those sections apply having regard to the terms of this Planning Agreement),

it will take into account in the number of Anticipated Dwellings for which payment has been made under the terms of this Planning Agreement.

- (d) For the avoidance of doubt, the Council shall in its consideration of the number of Dwellings subject to possible contributions under Section 94 or Section 94A for the purposes of clause 9.1(c)(ii), reduce the number of Dwellings proposed in the Allotment referred to in clause 9.1(c) by the number of Anticipated Dwellings previously identified and agreed with the Developer (in respect of that Allotment).

10. Interests in the Project Land

10.1 Ownership

- (a) Each Landowner (other than Holicombe) separately represents and warrants to the Council that as at the date of this Deed, it is the legal and beneficial owner of that part of the Land which is nominated as being owned by it in Schedule 2.
- (b) Holicombe represents and warrants to the Council that as at the date of this Deed, it is the legal owner of the Holicombe Land.
- (c) Holicombe holds its interest in the Holicombe Land in its capacity as trustee of the Holicombe Trust.

10.2 Registration of the Planning Agreement

- (a) Subject to clause 10.2(d), each Landowner and each Developer (as the case may be) agrees that it will procure the registration of the Planning Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the register for the Land for which it is the legal owner in accordance with section 93H of the Act.
- (b) Subject to clause 10.2(d), each Landowner and each Developer (as the case may be) at its own expense will, promptly after the Planning Agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
 - (i) the consent of each person who:
 - A. has an estate or interest in that part of the Land for which it is the legal owner registered under the *Real Property Act 1900* (NSW); or
 - B. is seized or possessed of an estate or interest in that part of the Land for which it is the legal owner; and
 - (ii) the execution of any documents; and

- (iii) the production of the relevant duplicate certificates of title,

to enable the registration of the Planning Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the register for that part of the Land for which it is the legal owner in accordance with section 93H of the Act.
- (c) Subject to clause 10.2(d), each Landowner and each Developer (as the case may be), at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:
 - (i) to procure the lodgement of the Planning Agreement with the Registrar-General as soon as reasonably practicable after the Planning Agreement comes into operation; and
 - (ii) to procure the registration of the Planning Agreement by the Registrar-General either in the relevant folios of the register for the Land or in the General Register of Deeds if the Planning Agreement relates to land not under the *Real Property Act 1900* (NSW) as soon as reasonably practicable after the Planning Agreement is lodged for registration.
- (d) Clauses 10.2(a), 10.2(b) and 10.2(c) do not apply in respect of a particular part of the Land, if immediately prior to lodgement of the Planning Agreement with the Registrar-General either:
 - (i) in respect of any Relevant Lot (as that term is defined in Schedule 4), the Landowner and the Developer of that Relevant Lot have fully satisfied their obligations under this Deed in relation to the payment of Contribution Amounts for that Relevant Lot and have completed all portions of the Contribution Works which are required to be completed by that Developer by that point in time (as determined by the Council (acting reasonably)); or
 - (ii) Council waives (in writing) the requirements for clauses 10.2(a), 10.2(b) and 10.2(c) to be complied with in respect of that part of the Land having regard to the Development Contributions made by the relevant Landowner and the relevant Developer of that part of the Land at the relevant point in time.
- (e) On and from the date this Deed is signed by each of the Landowners and the Developers, each Landowner and each Developer agrees not to lodge any further Development Applications seeking Development Consent for subdivision (proposing to create Residential Lots) with the relevant Consent Authority in relation to the Development, until the earlier of either:
 - (i) the Planning Agreement has been registered on that part of the Land owned by the relevant Landowner (or being developed by the relevant Developer); or
 - (ii) where clause 10.2(d) applies in respect of that part of the Land owned by the relevant Landowner, the date that either clause 10.2(d)(i) or clause 10.2(d)(ii) becomes applicable in respect of that part of the Land.

10.3 Release and discharge of this Deed

The Council agrees to release and discharge the Planning Agreement on the Release and Discharge Terms.

11. Review or Replacement of, or Amendment to, this Deed

- (a) The Parties agree that this Deed may be reviewed or modified and that any review or modification of this Deed will be conducted in the circumstances and in the manner determined by the Parties. For clarity, no such review or replacement shall have any force or effect unless and until formal legal documents are signed by the Parties.
- (b) The Council and any one or more Landowner(s) and/or Developer(s) can agree to vary, by way of Deed, any rights and obligations as between the Council and that Landowner(s) and/or Developer(s) without the consent and approval of any other Landowner and Developer, provided that any such variation does not have an adverse effect on any rights and obligations of the other Landowners and Developers.
- (c) In the event the Council and any one or more Landowner(s) and/or Developer(s) agree to vary this Deed pursuant to clause 11(b), the Council and that Landowner(s) and/or Developer(s) must give a copy of the varied deed to each other Landowner and Developer within 10 Business Days of making that variation.

12. Dispute Resolution

The Parties agree that any disputes under or in relation to this Deed between the Council and any other Party will be resolved in accordance with the Dispute Resolution Procedures.

13. GST

13.1 Application

The Parties anticipate that:

- (a) GST will not become payable by any Party under or in connection with this Deed such that the provisions of the GST Act will not apply to this Deed; and
- (b) in the event GST becomes payable by any Party under or in connection with this Deed, the provisions of this clause 13 apply.

13.2 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 13 have the meanings given to those terms by the GST Act.
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 13.
- (c) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

13.3 Reimbursements

Any payment or reimbursement required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

13.4 Additional amount of GST payable

Subject to clause 13.6, if GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this Deed:

- (a) any amount payable or consideration to be provided under any provision of this Deed (other than this clause 13), for that supply is exclusive of GST;
- (b) any party (**Recipient**) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (**GST Amount**), at the same time as any other consideration is to be first provided for that supply; and
- (c) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with 13.4(b).

13.5 Variation

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 13.4 and clause 13.6), varies from the additional amount paid by the Recipient under clause 13.4, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 13.5(a) is deemed to be a payment, credit or refund of the GST Amount payable under clause 13.4.
- (b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this Deed as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

13.6 Exchange of non-monetary consideration

- (a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 13.4 applies is a taxable supply made by the Recipient (**Recipient Supply**), the GST Amount that would otherwise be payable by the Recipient to the Supplier in accordance with clause 13.4 shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
- (b) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 13.4 (or the time at which such GST Amount would have been payable in accordance with clause 13.4 but for the operation of clause 13.6(a)).

13.7 No merger

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

14. Explanatory Note

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

15. Effect of Scheduled terms and conditions

The Parties agree to comply with the terms and conditions contained in the Schedules as if those rights and obligations were expressly set out in full in the operative parts of this Deed.

16. Several liability of Landowners and Developers

Unless expressly provided to the contrary in this Deed, the Parties acknowledge and agree that:

- (a) the obligations of each Landowner and each Developer under this Deed are several to the obligations of each other Landowner and Developer under this Deed;
- (b) a Landowner does not guarantee the performance by any other Landowner or Developer in respect of that other Landowner's or Developer's obligations under this Deed;
- (c) a Developer does not guarantee the performance by any other Landowner or Developer in respect of that other Landowner's or Developer's obligations under this Deed;
- (d) a breach by one Landowner of its obligations under this Deed, does not constitute a breach by any other Landowner or Developer of its obligations under this Deed; and
- (e) a breach by one Developer of its obligations under this Deed, does not constitute a breach by any other Landowner or Developer of its obligations under this Deed.

17. General provisions

The Parties agree to the miscellaneous and general provisions set out in Schedule 8.

18. Overdue payments

18.1 Interest on overdue money

If one Party (Payer) is late in a payment required to be made to another Party (Payee) under this Deed, then the Payer agrees to pay interest to the Payee on any amount payable by it under this Deed from when it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the Payee, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate.

18.2 Interest on liability merged in judgment or order

The Payer's obligation to pay the outstanding amount on the date it becomes due for payment is not affected by any other provision of this Deed.

19. Security Arrangements

19.1 Provision of Bonds

To secure the performance by each Developer of its relevant obligations under this Deed, each Developer must provide the Bonds required to be provided by it in Schedule 9 in accordance with that Schedule 9.

19.2 Compulsory Acquisition

Each Landowner acknowledges the agreement with Council regarding compulsory acquisition arrangements referred to in paragraph 5.5 of Schedule 3.

Executed as a Deed.

Schedule 1 - Section 93F Requirements

SUBJECT and SUB-SECTION OF THE ACT	THE PLANNING AGREEMENT
<p>Planning instrument and/or development application - (Section 93F(1))</p> <p>The Landowners and Developers have:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or propose to make, a development application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) No</p>
<p>Description of the land to which this Deed applies - (Section 93F(3)(a))</p>	<p>The whole of the land described in Schedule 2.</p>
<p>Description of change to the environmental planning instrument or the development to which this Deed applies - (Section 93F(3)(b))</p>	<p>The subdivision of the Land into approximately 1675 Residential Lots.</p>
<p>The scope, timing and manner of delivery of contribution required by the Planning Agreement - (Section 93F(3)(c))</p>	<p>See Schedule 3.</p>
<p>Applicability of Section 94 of the Act - (Section 93F(3)(d))</p>	<p>The application of section 94 of the Act is excluded.</p>
<p>Applicability of Section 94A of the Act - (Section 93F(3)(d))</p>	<p>The application of section 94A of the Act is excluded.</p>
<p>Applicability of Section 94EF of the Act - (Section 93F(3)(d))</p>	<p>The application of section 94EF of the Act is not excluded.</p>
<p>Mechanism for Dispute resolution - (Section 93F(3)(f))</p>	<p>See paragraph 12 and Schedule 5.</p>
<p>Enforcement of the Planning Agreement - (Section 93F(3)(g))</p>	<p>See clauses 10.2 and 19, Schedule 3 and Schedule 9.</p>
<p>Registration of this Deed - (Section 93F(3)(g))</p> <p>The parties agree that the Planning Agreement will be registered in accordance with clause 10.</p>	<p>Yes</p>
<p>No obligation to grant consent or exercise functions - (Section 93F(9))</p>	<p>See paragraph 7 of Schedule 8.</p>

Schedule 2 - Land

1. Title

The Land comprises those parts of the land within the boundaries of the land shown outlined in Annexure A, owned by each of the Landowners as described below:

(a) Lensworth owns the whole of the land described in:

Lot 1126 in Deposited Plan 1161826, being the whole of the land comprised in Folio Identifier 1126/1161826

Lots 1653 and 1654 in Deposited Plan 1161694, being the whole of the land comprised in Folio Identifiers 1653/1161694 and 1654/1161694

(b) Norwest Land owns the whole of the land described in:

Lot 134 in Deposited Plan 1159120, being the whole of the land comprised in Folio Identifier 134/1159120

Lot 11 in Deposited Plan 1171501, being the whole of the land comprised in Folio Identifier 11/1171501

Lot 1 in Deposited Plan 1151906, being the whole of the land comprised in Folio Identifier 1/1151906

(c) Vianello owns the whole of the land described in:

Part of Lot 1 in Deposited Plan 224861, being part of the land comprised in Folio Identifier 1/224861

Part of Lot 4 in Deposited Plan 226490, being part of the land comprised in Folio Identifier 4/226490

(d) Mint Holdings owns the whole of the land described in:

Part of Lot 2 in Deposited Plan 541090, being part of the land comprised in Folio Identifier 2/541090

(e) Holicombe owns the whole of the land described in:

Lot 1 in Deposited Plan 222144, being the whole of the land comprised in Folio Identifier 1/222144

Schedule 3 - Development Contributions

1. Development Contributions - the Planning Agreement

- (a) Each of the Developers and the Landowners undertakes to provide, or procure the provision of, the Development Contributions as contemplated by, and in accordance with, the Tables and the specifications in Annexure E as read with Annexure C and Annexure D.
- (b) Council and each of the Developers acknowledge that at any time, Council and a relevant Developer may agree to an arrangement whereby that Developer undertakes additional Contribution Works for the benefit of Council in lieu of paying a Contribution Amount (or any part of it) to Council on such terms and conditions as the Council and the relevant Developer agree at that time (including the extent to which paragraph 3 of this Schedule 3 applies to those Contribution Works and the terms of any offset that Developer is entitled to in respect of any Contribution Amount that Developer is required to pay to Council in accordance with this Deed).

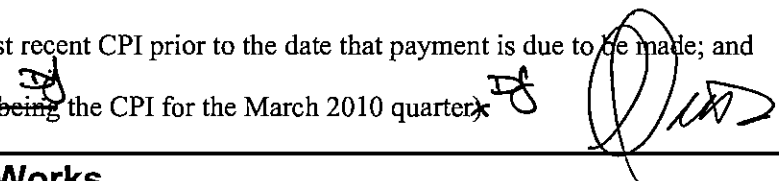
2. CPI Indexation

2.1 Indexation by CPI - Development Contributions

Where a Contribution Amount is nominated as being 'subject to CPI Indexation' in any of the tables in Annexure E, the quantum of that Contribution Amount will be increased prior to payment of that Contribution Amount having regard to increases in the CPI in accordance with the following formula:

$$ICA = Ax \frac{C}{D}$$

Where:

- ICA is the increased quantum of each Contribution Amount referred to in the tables in Annexure E after the indexation adjustment referred to in this paragraph 2.1 of this Schedule 3;
- A is the dollar (\$) amount of the Contribution Amount specified in the tables in Annexure E as the amount payable by the relevant Developer prior to application of paragraph 2.1 of this Schedule 3 in accordance with this Deed;
- C is the most recent CPI prior to the date that payment is due to be made; and
- D is 170.5 (being the CPI for the March 2010 quarter) 

3. Contribution Works

3.1 Developer must undertake Contribution Works

- (a) Each Developer agrees to undertake the Contribution Works allocated for that Developer in the tables in Annexure E.
- (b) Each Developer must:
 - (i) comply with the provisions of paragraphs 3.2 and 3.3(a) of this Schedule 3 in respect of its Contribution Works;

- (ii) procure Delivery of its Contribution Works by the date (or event) specified for the Delivery of those works in the relevant table in Annexure E.

3.2 Developer to carry out Contribution Works

In relation to the Contribution Works that a Developer (**Relevant Developer**) is required to carry out (as specified in the relevant table in Annexure E), the Relevant Developer must:

- (a) procure the necessary approvals in respect of those Contribution Works; and
- (b) design and carry out those Contribution Works,

as provided for in this Schedule 3 and in accordance with any Development Consent relating to those Contribution Works.

3.3 Lodgement of Proposed Application Plans with Council

- (a) Subject to paragraph 3.3(j) of this Schedule 3, the Relevant Developer must, before the relevant Development Application is lodged with the Consent Authority, lodge with the Council for its approval the form of final plans and specifications relevant to that application (which must be consistent with the specifications for the Contribution Works referred to in the Annexures of this deed) in respect of any part of the Contribution Works it proposes to undertake (**Proposed Application Plans**).
- (b) Where Council's approval is required under paragraph 3.3(a) of this Schedule 3, Council must notify the Relevant Developer in writing:
 - (i) (Within 20 Business Days after the Council receives a notice from the Relevant Developer requesting the Council's approval and a copy of the Proposed Application Plans) as to whether or not Council requires more information to be provided; and
 - (ii) (Within 30 Business Days after the Council receives the further information requested in paragraph 3.3(b)(i) of this Schedule 3, or, if a request for further information has not been made, within 30 Business Days of a notice from the Relevant Developer requesting the Council's approval and a copy of the Proposed Application Plans) as to whether or not Council approves the Proposed Application Plans referred to in paragraph 3.3(a) of this Schedule 3.
- (c) The Relevant Developer acknowledges that:
 - (i) in giving or withholding its approval to Proposed Application Plans referred to in paragraph 3.3(a) of this Schedule 3, the Council is not acting in the capacity of a consent or approvals authority; and
 - (ii) in giving its approval to Proposed Application Plans referred to in paragraph 3.3(a) of this Schedule 3, the Council may impose reasonable conditions.
- (d) The Council must act reasonably in considering the form of any Proposed Application Plans referred to in paragraph 3.3(a) of this Schedule 3 and the Parties acknowledge that the Council may reasonably withhold its approval to any Proposed Application Plans for the Contribution Works which is inconsistent with the Development Contributions Plan.

- (e) If the Relevant Developer believes the Council has acted unreasonably in breach of this paragraph 3.3 of this Schedule 3 or disputes the opinion of the Council set out in the notice referred to in paragraph 3.3(b) of this Schedule 3, that Relevant Developer must give notice to that effect to the Council within 5 Business Days of the Council's notice given under paragraph 3.3(b) of this Schedule 3, and the provisions of Schedule 5 will apply to that dispute.
- (f) If the Council withholds its approval to the form of the Proposed Application Plans referred to in paragraph 3.3(a) of this Schedule 3, it will promptly notify the Relevant Developer of its reasons.
- (g) Upon receipt by the Relevant Developer of any notice referred to in paragraph 3.3(f) of this Schedule 3, the Relevant Developer must either:
 - (i) as soon as practicable, amend the Proposed Application Plans referred to in paragraph 3.3(a) of this Schedule 3 taking the Council's reasons into account, and re-submit the amended Proposed Application Plans to the Council for its approval; or
 - (ii) promptly advise the Council in writing that it disputes the Council's reasons, in which case the matter must be resolved in accordance with Schedule 5.
- (h) If, following referral of the matter to dispute resolution, it is determined that:
 - (i) the Council was entitled to withhold its approval to the Proposed Application Plans, then 3.3(g)(i) of this Schedule 3 will apply; or
 - (ii) the Council was not entitled to withhold its approval to the Proposed Application Plans, then the Council must reconsider the form of the Proposed Application Plans in accordance with the terms of this Deed.
- (i) If the Relevant Developer submits to the Council the form of Proposed Application Plans referred to in paragraph 3.3(a) of this Schedule 3, the Council will be deemed to have approved the Proposed Application Plan if the Council does not notify the Relevant Developer that it approves or does not approve the Proposed Application Plans within 30 Business Days after the date on which the Council receives the Proposed Application Plans, and the Council must from the date of deemed approval perform its obligations under this Deed as if it had approved those Proposed Application Plans.
- (j) Despite any other provision of this Deed, if the Council as the Consent Authority determines a Development Consent in response to a Development Application lodged by a Relevant Developer in circumstances where that Relevant Developer had not previously obtained the approval of Council to the Proposed Application Plans relevant to that Development Application, the Relevant Developer will be deemed to have complied with its obligations under this Deed in relation to obtaining Council's approval before lodging that Development Application with Council as the Consent Authority.

3.4 Access to Land owned by Council

As soon as reasonably practicable after the date of this Deed Council and each Relevant Developer shall enter a licence to allow the Relevant Developer access to those parts of land owned by Council which each such Relevant Developer reasonably requires in order to undertake its Contribution Works. Such licence shall include, but not be limited to terms for restoration, indemnification and hours of access.

3.5 Active Open Space Embellishment

- (a) Subject to any other provision of this paragraph 3.5 of this Schedule 3, the Council and Norwest Land agree that the maximum expenditure by Norwest Land in carrying out and Delivering the Active Open Space Embellishment to Level One (as referred to in Table 3 in Annexure E) is capped at (i.e. shall not exceed) \$2,380,322 (as indexed in accordance with paragraph 3.6 of this Schedule 3).
- (b) The Council and Norwest Land also agree that before Norwest Land enters into any legally binding construction contract for any part of the Active Open Space Embellishment to Level One (as referred to in Table 3 in Annexure E) (other than for those works comprising bulk earthworks, forming, drainage or car park construction (and necessary ancillary works)) it will provide Council with a copy of all documentation which relates to:
- (i) seeking quotes / tenders for that work;
 - (ii) the proposed contact price for that work; and
 - (iii) the construction price of the bulk earthworks, forming, drainage and carpark construction (and necessary ancillary works) which relates to the Active Open Space Embellishment to Level One (as referred to in Table 3 in Annexure E),
- (with the aggregate of the prices referred to in paragraphs (ii) and (iii) above being the **Proposed Contract Price**).
- (c) To the extent that the Proposed Contract Price is less than \$2,266,974 (as indexed (at the time the prices are proposed to Council) in accordance with paragraph 3.6 of this Schedule 3) (being \$2,380,322 (as indexed (at the time the prices are proposed to Council) in accordance with paragraph 3.6 of Schedule 3) less 5% contingency) Norwest Land and Council agree to extend the scope of the Active Open Space Embellishment to Level One (as referred to in Table 3 in Annexure E) and/or specification of the Active Open Space Embellishment to Level One (as referred to in Table 3 in Annexure E) such that the expected expenditure by Norwest Land in relation to those works is equivalent to \$2,380,322 (plus an allowance for assumed CPI indexation based on an assumed construction program (as agreed by Council and Norwest Land));
- (d) To the extent that the Proposed Contract Price is greater than \$2,266,974 (as indexed (at the time the prices are proposed to Council) in accordance with paragraph 3.6 of this Schedule 3), Norwest Land and Council agree to reduce the scope of the Active Open Space Embellishment to Level One (as referred to in Table 3 in Annexure E) and/or specification of the Active Open Space Embellishment to Level One (as referred to in Table 3 in Annexure E) such that the expected expenditure by Norwest Land in relation to those works is equivalent to \$2,380,322 (plus an allowance for assumed CPI indexation based on an assumed construction program (as agreed by Council and Norwest Land)) during the construction process.
- (e) Council and Norwest Land agree that to the extent that:
- (i) the actual price paid by (or on behalf of) Norwest Land to the contractor pursuant to the construction contract (inclusive of any variations) (**Construction Contract**) for carrying out and Delivering the Active Open Space Embellishment to Level One (as referred to in Table 3 in Annexure E) plus the actual construction price paid by (or on behalf of)

Norwest Land to the relevant contractors for the bulk earthworks, forming, drainage and carpark construction (and necessary ancillary works) which relates to the Active Open Space Embellishment to Level One (as referred to in Table 3 in Annexure E) (together being the **Actual Price**) exceeds \$2,380,322 (as indexed in accordance with paragraph 3.6 of this Schedule 3) (**Actual Price Excess**); and

- (ii) Council has agreed and endorsed the scope of the works the subject of the Construction Contract,

then the Actual Price Excess will be deemed to be a credit offset (**Credit Amount**) and will be credited towards the next Contribution Amount payable by Norwest Land to Council as required by paragraph 3.1 of this Schedule 3 (as referred to in Table 1 in Annexure E) (and Norwest Land's obligations to pay that next Contribution Amount will be deemed satisfied to the extent of any credit offset to which Norwest Land is entitled under this paragraph).

If the amount of any such Credit Amount is greater than the next Contribution Amount payable by Norwest Land, then the amount of any residual Credit Amount will be credited towards any subsequent Contribution Amount payable by Norwest Land to Council as required by paragraph 3.1 of this Schedule 3 (as referred to in Table 1 in Annexure E) (and Norwest Land's obligations to pay that subsequent Contribution Amount will be deemed satisfied to the extent of any residual Credit Amount to which Norwest Land is entitled under this paragraph (after taking into account any Credit Amount already applied under this paragraph)).

The Credit Amount (and any residual Credit Amount) will be indexed in accordance with paragraph 3.6 of this Schedule 3 immediately prior to being credited towards any Contribution Amount payable by Norwest Land in accordance with this paragraph.

- (f) Council and Norwest Land agree that to the extent that \$2,380,322 (as indexed in accordance with paragraph 3.6 of this Schedule 3) exceeds the Actual Price (**Nominated Price Excess**) then Norwest Land must pay an amount equivalent to the Nominated Price Excess (indexed in accordance with paragraph 3.6 of this Schedule 3) at the same time as the next Contribution Amount is payable by Norwest Land as required by paragraph 3.1 of this Schedule 3 (as referred to in Table 1 in Annexure E) as an additional Contribution Amount payable by Norwest Land to Council for the purposes of this Deed.

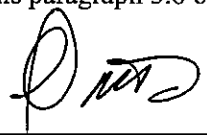
3.6 Indexation by CPI - Active Open Space Embellishment

Where a price or Credit Amount is nominated as being 'indexed in accordance with this paragraph 3.6 of this Schedule 3' in paragraph 3.5 of this Schedule 3, then that price or Credit Amount will be increased prior to the application of that price or Credit Amount for the purposes of the relevant paragraph having regard to increases in the CPI in accordance with the following formula:

$$IP = Ax \frac{C}{D}$$

Where:

IP is the relevant increased price or Credit Amount after the indexation adjustment referred to in this paragraph 3.6 of this Schedule 3;

- A is the dollar (\$) amount of the relevant price or Credit Amount referred to in paragraph 3.5 of this Schedule 3 prior to application of paragraph 3.6 of this Schedule 3 in accordance with this Deed;
- C is the most recent CPI prior to the date that the price or Credit Amount is to be applied for the purposes of the relevant sub-paragraph in this paragraph 3.6 of this Schedule 3; and
- D is ~~170.5~~ ^H (being the CPI for the March 2010 quarter) ^D 

4. Delivery of Contribution Works

4.1 Certificate of Delivery

Where a Relevant Developer has completed any of the Contribution Works, that Relevant Developer must request the Council by written notice to issue a Certificate of Delivery confirming that the relevant works have been completed (**Notice of Delivery**).

4.2 Minor Defects

The Relevant Developer must:

- (a) attach a list to the Notice of Delivery of any minor omissions or defects which, individually or in aggregate, do not have an adverse affect on the Contribution Works which are the subject of a Certificate of Delivery and which can be rectified within 20 Business Days or such other period agreed between the Relevant Developer and Council in writing (**Minor Defects**); and
- (b) as soon as practicable after Delivery, and in any event not more than 20 Business Days after Delivery or such other period agreed between the Relevant Developer and Council in writing, complete or made good (as the case may be) any Minor Defects to the reasonable satisfaction of the Council in accordance with a minor defects rectification program which must be agreed by the Council and the Relevant Developer prior to the Council certifying Delivery of the relevant Contribution Works in accordance with paragraph 4.3 of this Schedule 3.

4.3 Council to respond

Within 20 Business Days after the receipt of a Relevant Developer's request, the Council must either:

- (a) give that Relevant Developer a Certificate of Delivery confirming that Delivery of the relevant Contribution Works has been achieved and comprehensively and finally listing any Minor Defects; or
- (b) give that Relevant Developer the reasons for not issuing that certificate and provide a detailed list of work required to be completed in order for that certificate to be issued.

4.4 Dispute where no Certificate of Delivery

If within 20 Business Days after receipt of a Relevant Developer's request:

- (a) the Council does not either issue the Certificate of Delivery in respect of the relevant Contribution Works or give that Relevant Developer reasons for not issuing the certificate; or

- (b) the Relevant Developer disagrees with the detailed list referred to in paragraph 4.3(b) in this Schedule 3 and notifies Council of such disagreement,

then either the Council or that Relevant Developer may regard the circumstances as constituting a dispute between the Council and that Relevant Developer and the provisions of Schedule 5 will apply to that dispute.

For the avoidance of doubt, if the Relevant Developer disagrees with the detailed list referred to in paragraph 4.3(b) in this Schedule 3 and notifies Council of such disagreement and the provisions of Schedule 5 apply to that dispute, then the Relevant Developer will not be in breach of its obligations under this Planning Agreement relating to the carrying out and completion of the Contribution Works the subject of that dispute.

4.5 Carrying out required work

On receipt of the:

- (a) list of Minor Defects referred to in paragraph 4.3(a) in this Schedule 3, the Relevant Developer must complete or make good (as the case may be) all Minor Defects listed in the relevant Certificate of Delivery to the reasonable satisfaction of the Council within such reasonable time as is specified by the Council in such Certificate of Delivery; and
- (b) detailed list referred to in paragraph 4.3(b) in this Schedule 3 (subject to the resolution of any dispute for the purposes of paragraph 4.4 in this Schedule 3), the Relevant Developer must carry out the work referred to in that list and, on completion of that work, request the Council to issue a Certificate of Delivery. If the Council is satisfied that all such work has been completed in accordance with the Development Consent applying to the relevant Contribution Works, the Council must issue the Certificate of Delivery within 10 Business Days after receipt of that Relevant Developer's request. Otherwise the provision of paragraphs 4.3 to 4.5 (inclusive) in this Schedule 3 re-apply.

4.6 Prerequisites for Certificate of Delivery

Despite paragraph 4.1 in this Schedule 3, a Certificate of Delivery for the relevant Contribution Works may not issue unless and until relevant copies of all necessary documents and Approvals issued by the Consent Authority relating to the relevant Contribution Works have been delivered to the Council.

4.7 Effect of Certificates

The issue of a Certificate of Delivery is evidence that Delivery of relevant Contribution Works has been achieved.

4.8 Failure to complete Contribution Works

- (a) Subject to paragraph 4.8(b) of this Schedule 3 below, if the Relevant Developer fails to complete the Contribution Works in accordance with the requirements of this Deed, then Council may withhold the issue of future Subdivision Certificates relating to land in respect of which the Contributions Works are relevant until such time as the relevant Contribution Works are completed (Council acknowledges that such right only relates to that land in respect of which the Contributions Works are relevant).

- (b) If there is a dispute between Council on the one hand and a Relevant Developer on the other hand as to whether that Relevant Developer has completed the relevant Contribution Works in accordance with the requirements of this Deed then:
- (i) that dispute will be resolved in accordance with the dispute resolution provisions of Schedule 5; and
 - (ii) Council and the Relevant Developer must co-operate and act reasonably in agreeing appropriate security, if necessary, that could be provided to Council (and once agreed, the Relevant Developer must provide that security to Council). Once the Relevant Developer has provided the agreed security to Council, Council agrees to refrain from relying upon its rights under paragraph 4.8(a) of this Schedule 3 unless and until the dispute is determined in favour of Council at the conclusion of the dispute resolution process; and
 - (iii) if security is provided to Council pursuant to paragraph 4.8(b)(ii) of this Schedule 3, and the matter is determined by the relevant expert in favour of:
 - A. the Relevant Developer, then Council must promptly return the security provided to it pursuant to paragraph 4.8(b)(ii) of this Schedule 3 to the Relevant Developer; or
 - B. the Council, then Council is entitled to call upon that security for the purposes of utilising those funds towards completing the relevant Contribution Works (and if such a call is made, Council must promptly complete those works) and is entitled to rely upon its rights under paragraph 4.8(a) of this Schedule 3 until the relevant Contribution Works are completed in accordance with this deed (including (if relevant) by Council, using the funds received following the call on the relevant security).

4.9 Council to notify

In the event Delivery of any Contribution Works is not achieved by the date or event specified in the relevant table in Annexure E for delivery of that portion of Contribution Works, Council may give written notice to the Relevant Developer requiring Delivery of those Contribution Works to be achieved by the date or event nominated in that notice. Council must act reasonably in nominating a date or event by which Delivery of those Contribution Works is to be achieved having regard to the work required to be done in order to achieve Delivery of those works and such date or event must only be nominated after due consultation with the Relevant Developer (and, in this regard, Council must take the Relevant Developer's comments into account (acting reasonably) in making such nomination).

5. Dedication of Land

5.1 Dedicated Land

Each Landowner agrees to transfer to Council its Dedicated Land by the date (or milestone event) specified for delivery of that land in the relevant table in Annexure E. The parties acknowledge that any requirement in this Deed to so transfer or dedicate that land will be deemed to be satisfied:

- (i) in the first instance, if the draft Plan of Subdivision (which accompanies an application for a Subdivision Certificate) relating to the relevant Dedicated Land includes a notation which confirms an intention to dedicate that Dedicated Land to Council as a road or public reserve (**Relevant Application**); and
- (ii) thereafter,
 - A. Council issues the Subdivision Certificate on a basis consistent with and in response to that Relevant Application; and
 - B. the relevant Landowner or Developer procures registration of that Plan of Subdivision with the NSW Land and Property Management Authority and transfers the Dedicated Land to Council within 6 months after issue of the relevant Subdivision Certificate.

5.2 Landowners to create separate lot(s) for Dedicated Land

- (a) Each Landowner (at its cost) must apply for, and use all reasonable endeavours to procure, all Approvals to create a separate lot or lots for any part of the Dedicated Land which it owns (other than that part of Dedicated Land being dedicated as a road).
- (b) Each Landowner must keep the Council informed in relation to the progress of obtaining the Approvals referred to in paragraph 5.2 of this Schedule 3.
- (c) Upon receipt by each Landowner of the Approvals relevant to any part of the Dedicated Land which it owns, each such Landowner (at its cost) must do all that is reasonably required to procure the Land and Property Management Authority New South Wales to register a Plan of Subdivision to create a separate lot or lots for any part of the Dedicated Land (or in respect of that part of Dedicated Land being dedicated as a road, to effect the transfer of that part of the Land) which it owns in accordance with those Approvals.

5.3 Not used

5.4 Failure to dedicate Dedicated Land

- (a) Subject to paragraph 5.4(b) of this Schedule 3 below, if the relevant Landowner fails to dedicate or transfer the relevant Dedicated Land to the Council in accordance with the requirements of this Deed, then Council may withhold the issue of future Subdivision Certificates relating to any part of that Landowner's Land until such time as that relevant Dedicated Land is so transferred or dedicated (Council acknowledges that such right only relates to that Landowner's Land but not to any other part of the Land owned by any other Landowner).
- (b) If there is a dispute between Council on the one hand and a Landowner on the other hand as to whether or not that Landowner has dedicated or transferred the relevant Dedicated Land to the Council in accordance with the requirements of this Deed:
 - (i) that dispute will be resolved in accordance with the dispute resolution provisions of Schedule 5; and
 - (ii) Council and the relevant Landowner must co-operate and act reasonably in agreeing appropriate security, if necessary, that could be provided to

Council (and once agreed, the relevant Landowner must provide that security to Council). Once the relevant Landowner has provided the agreed security to Council, Council agrees to refrain from relying upon its rights under paragraph 5.4(a) of this Schedule 3 unless and until the dispute is determined in favour of Council at the conclusion of the dispute resolution process; and

- (iii) if security is provided to Council pursuant to paragraph 5.4(b)(ii) of this Schedule 3, and the matter is determined by the relevant expert in favour of:
 - A. the relevant Landowner, then Council must promptly return the security provided to it pursuant to paragraph 5.4(b)(ii) of this Schedule 3 to the relevant Landowner; or
 - B. the Council, then Council is entitled to call upon that security for the purposes of utilising those funds towards doing all that is necessary to complete the dedication or transfer of the relevant Dedicated Land (and if such a call is made, Council must promptly complete that transfer or dedication) and is entitled to rely upon its rights under paragraph 5.4(a) of this Schedule 3 until the relevant Dedicated Land is dedicated or transferred in accordance with this deed (including (if relevant) by Council, using the funds received following the call on the relevant security).

5.5 Compulsory Acquisition

- (a) In addition, if the relevant Landowner fails to dedicate or transfer the relevant Dedicated Land to the Council in accordance with the requirements of this Deed, that Landowner consents to Council compulsorily acquiring the whole or any part of the relevant Dedicated Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), for the amount of \$1.00 (for that parcel of relevant Dedicated Land that the Landowner failed to dedicate or transfer).
- (b) Each Landowner and the Council agree that:
 - (i) this paragraph 5.5 of this Schedule 3 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 paragraph 5.5 of this Schedule 3 they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.

Schedule 4 - Release and Discharge Terms

- (a) Subject to paragraphs (d) and (e) below, if at a point in time, in respect of an Allotment (which comprises an Identified Development Lot or Residential Lot) (**Relevant Lot**), the Landowner and the Developer of that Allotment have fully satisfied their obligations under this Deed in relation to the payment of Contribution Amounts for that Relevant Lot and have, with the exception of any Minor Defects, completed all portions of the Contribution Works which are required to be completed by that Developer by that point in time (as determined by the Council (acting reasonably)), then upon the issue of a Subdivision Certificate relating to land the subject of that Relevant Lot, the Council must promptly:
- (i) provide a release and discharge of the Planning Agreement to the extent that the Planning Agreement affects that Relevant Lot; and
 - (ii) do all things necessary to enable the extinguishment of the Planning Agreement from title of that Relevant Lot.
- (b) If this Planning Agreement is at any time registered on a separate allotment of land which is not the Land, then at the request of the Landowner of that land (and in the case of Holicombe, GPCD and in the case of Vianello, Vianello Holdings), Council must promptly do all things necessary to enable the extinguishment of the Planning Agreement from title of that land.
- (c) The costs of any release, discharge and extinguishment referred to in this Schedule 4 shall be paid by the Landowner or Developer (not Council).
- (d) In the event that there are minor outstanding obligations or breaches that may delay the release and discharge of the Planning Agreement, the Council and the Developer and the Landowner may agree to alternative security arrangements in favour of Council to ensure the completion or rectification of those outstanding obligations or breaches, as the case may be, in order to facilitate the release and discharge of the Planning Agreement under paragraph (a) of this Schedule 4.
- (e) If there is a dispute between Council on the one hand and the relevant Developer and relevant Landowner on the other hand as to whether the matters referred to in paragraph (a) of this Schedule 4 have been satisfied so as to require a release and discharge of the Planning Agreement relevant to the Relevant Lot then:
- (i) that dispute will be resolved in accordance with the dispute resolution provision of Schedule 5; and
 - (ii) Council and the relevant Developer and relevant Landowner must co-operate and act reasonably in agreeing appropriate security that could be provided to Council (and once agreed, the relevant Developer or relevant Landowner must provide that security to Council) until such time as that dispute is determined. Once the relevant Developer or the relevant Landowner has provided the agreed security to Council, Council agrees to do the things referred to in paragraphs (a)(i) and (ii) of this Schedule 4 as if the matters in paragraph (a) of this Schedule 4 had been satisfied; and
 - (iii) if security is provided to Council pursuant to paragraph (e)(ii) of this Schedule 4, and the matter is determined by the relevant expert in favour of the Developer and the Landowner, then Council must promptly return the security provided to it pursuant to paragraph (e)(ii) of this Schedule 4 to the relevant Developer or the relevant Landowner (as applicable).

Schedule 5 - Dispute resolution

1. Notice of Dispute

If a dispute between the Council and any of the other Parties (either jointly or severally) arises in connection with this Deed or its subject matter, then any Party may give to the other Parties a notice of dispute in writing adequately identifying and providing details of the dispute.

The Parties must continue to perform their respective obligations under this Deed if there is a dispute but will not be required to complete the matter, the subject of the dispute, unless each Party indemnifies the other Parties against cost, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying Party.

2. Further steps required before proceedings

Any dispute between the Council and the other Parties (either jointly or severally) arising in connection with this Deed or its subject matter must as a condition precedent to the commencement of litigation first be the subject of mediation between a person appointed from time to time by each Party to the dispute (under written notice to the other Parties) to represent that Party.

3. Disputes for expert determination

If the mediation referred to in paragraph 2 of this Schedule 5 has not resulted in settlement of the dispute, any Party may, with the prior written consent of each other Party, refer the matter to expert determination in accordance with paragraph 4, such expert to act in accordance with the requirements of this Schedule 5.

4. Choice of expert

- (a) A dispute to be referred to an expert in accordance with paragraph 3 of this Schedule 5 must be determined by an independent expert in the relevant field:
 - (i) agreed between and appointed jointly by the Parties; or
 - (ii) in the absence of agreement within 5 Business Days of the agreement of the Parties to refer the matter to expert determination under paragraph 3 of this Schedule 5, appointed by the President or other senior officer for the time being of the body administering the relevant field.
 - (b) If the Parties cannot agree as to the relevant field, any one Party may refer the matter to the President of the New South Wales Bar Association (or the President's nominee) whose decision as to the relevant field is final and binding on the Parties.
-

5. Requirements for expert

The expert appointed to determine a dispute:

- (a) must have a technical understanding of the issues in contest;
- (b) must not have a significantly greater understanding of one Party's business or operations which might allow the other side to construe this greater understanding as a bias or a conflict of interest;

- (c) must inform the Parties before being appointed of the extent of the expert's understanding of each Party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Parties.

The Parties must enter into an agreement with the expert appointed under this Schedule 5 setting out the terms of the expert's determination and the fees and expenses payable to the expert.

6. Directions to expert

In reaching a determination in respect of a dispute under paragraph 3 of this Schedule 5, the independent expert must give effect to the intent of the Parties entering into this Deed.

7. Expert not arbitrator

The expert must:

- (a) act as an expert and not as an arbitrator; and
- (b) proceed in any manner as the expert thinks fit but must observe the rules of natural justice but not the rules of evidence, not accept verbal submission unless both Parties are present and on receipt of written submissions from one Party ensure that a copy of such submission is given promptly to the other Party; and
- (c) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the dispute; and
- (d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes); and
- (e) issue a draft certificate stating the expert's intended determination giving each Party 15 Business Days to make further submissions; and
- (f) issue a final certificate stating the expert's determination; and
- (g) act with expedition with a view to issuing the final certificate as soon as practicable.

8. Compliance with directions

The Parties must comply with all directions given by the expert in relation to the resolution of the dispute and must within a time period specified by the expert, give the expert:

- (a) a short statement of facts;
- (b) a description of the dispute; and
- (c) any other documents, records or information the expert requests.

9. Expert may commission reports

The expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination. The Parties must indemnify the expert for the reasonable cost of those advisers or consultants.

10. Expert may convene meetings

- (a) The expert will hold a meeting with all the Parties present to discuss the dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time at the expert's discretion.
- (b) The Parties agree that a meeting under this paragraph is not a hearing and is not an arbitration.

11. Final determination of expert and expert's costs

- (a) The Parties agree that the final determination by an expert will be final and binding upon them.
- (b) The expert or mediator will not be liable in respect of the expert determination or mediation, except in the case of fraud or misfeasance by the expert or mediator.
- (c) The Parties agree to release and indemnify the expert from and against all claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any person in respect of the expert's appointment to determine the dispute.
- (d) The Parties to the dispute must pay the expert's costs in making the determination in equal amounts.

12. Other courses of action

If the mediation referred to in paragraph 2 of this Schedule 5 does not result in resolution of the dispute and one of the Parties does not agree to refer the matter to expert determination in accordance with paragraph 3 of this Schedule 5, any Party may take whatever course of action it deems appropriate for the purpose of resolving the dispute, including (without limitation) by commencing proceedings in any Court of competent jurisdiction.

13. Confidentiality of information

The Parties agree, and must procure that the mediator and expert agrees as a condition of his or her appointment:

- (a) subject to paragraph (b) below, to keep confidential all documents, information and other material, disclosed to them during or in relation to the expert determination or mediation; and
- (b) not to disclose any confidential documents, information and other material except:
 - (i) to a Party or adviser who has signed a confidentiality undertaking to the same effect as this paragraph 13 of this Schedule 5; or
 - (ii) if required by Law or the ASX Listing Rules to do so; or
- (c) not to use confidential documents, information or other material disclosed to them during or in relation to the expert determination for a purpose other than the expert determination or mediation.

The Parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:

- (a) views expressed or proposals or suggestions made by a Party or the expert during the expert determination or mediation relating to a possible settlement of the dispute;
- (b) admissions or concessions made by a Party during the expert determination or mediation in relation to the dispute; and
- (c) information, documents or other materials concerning the dispute which are disclosed by a Party during the expert determination or mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.

Schedule 6 - Costs

Each Party to this Deed will pay its own Costs.

Schedule 7 - Assignment and Dealing Terms

1.1 Landowner rights to sell the whole of its interest in the Land

- (a) Each Landowner must not, and in the case of GPCD and Vianello Holdings each of them must procure that Holicombe or Vianello (respectively) do not, sell, transfer or dispose of the whole of its interest in the Land (other than an Allotment for which the relevant Developer and relevant Landowner have satisfied all their obligations in relation to the payment of Contribution Amounts for all Dwellings proposed to be constructed on that Allotment) (**Transfer Land**) unless before it sells, transfers or disposes of the Transfer Land to another person (**Transferee**):
- (i) the Transferee delivers to the Council and each other Landowner and Developer a deed signed by the Transferee in a form substantially the same as the Accession Deed set out in Annexure B, such deed to contain provisions under which the Transferee agrees to comply with all the obligations of the relevant Landowner or Developer (as the case may be) under this Deed as if it were joined as a party to this Deed in the place of the relevant Landowner or Developer (as the case may be) (including obligations which arose before the transfer, assignment or disposition); and
 - (ii) subject to paragraph 1.1(d) of this Schedule 7, any default by the relevant Landowner or Developer (as the case may be) under any provision of this Deed has been remedied by that relevant Landowner or Developer (as the case may be) or waived by the Council on such conditions as the Council may determine in its absolute discretion; and
 - (iii) the relevant Landowner or Developer (as the case may be) and the Transferee pay the Council's and the other Landowner's and Developer's reasonable Costs in relation to that assignment.
- (b) If a Landowner sells, transfers or disposes of the whole of its interest in the Land and fully satisfies the requirements of paragraph 1.1(a) of this Schedule 7, that Landowner (and in the case of Holicombe, GPCD and in the case of Vianello Holdings, Vianello) will be fully released from its obligations under this Deed.
- (c) Despite the requirements of paragraphs 1.1(a) or 1.2(a) of this Schedule 7, the Landowners have the right to sell, transfer or dispose of any part of their Land without first satisfying the obligations in this Deed provided that Council is satisfied (acting reasonably) that adequate security has been provided to ensure compliance with any obligations under this Deed which remain to be performed, in respect of the relevant part of the Land to be transferred.
- (d) The Landowners, Developers and the Council agree that paragraph 1.1(a)(ii) of this Schedule 7 does not apply where the Council is of the opinion that the relevant Landowner has defaulted under a provision of this Deed and either:
- (i) it is determined pursuant to Schedule 5 that the relevant Landowner has not defaulted under that provision of this Deed; or
 - (ii) the Transferee agrees to assume the obligations of the relevant Landowner in respect of that default by virtue of, and pursuant to, the Accession Deed referred to in paragraph 1.1(a) of this Schedule 7.

1.2 Landowner rights to sell any part of its interest in the Land

- (a) Each Landowner must not, and in respect of GPCD and Vianello Holdings, must procure that Holicombe or Vianello (respectively) do not, sell, transfer or dispose of any part (but not the whole, on the basis that if the whole is being transferred or disposed of, then paragraph 1.1 of this Schedule 7 applies) of its interest in the Land (other than an Allotment for which the relevant Developer and relevant Landowner have satisfied all their obligations in relation the payment of Contribution Amounts for all Dwellings proposed to be constructed on that Allotment) unless before it sells, transfers or disposes of any such part of the Land to another person (**Proposed Transferee**):
- (i) the Proposed Transferee delivers to the Council and each other Landowner and Developer a deed signed by the Proposed Transferee in a form substantially the same as the Accession Deed set out in Annexure B, such deed to contain provisions under which the Proposed Transferee agrees to comply with so many of the obligations of the relevant Landowner or Developer (as the case may be) under this Deed as the Proposed Transferee and the relevant Landowner or Developer (as the case may be) agree (**Transferred Obligations**) as if it were joined as a party to this Deed in the place of the relevant Landowner or Developer (as the case may be) (including obligations which arose before the transfer, assignment or disposition) in relation to the Transferred Obligations only; and
 - (ii) subject to paragraph 1.2(c) of this Schedule 7, any default by the relevant Landowner or Developer (as the case may be) under any provision of this Deed has been remedied by that relevant Landowner or Developer (as the case may be) or waived by the Council on such conditions as the Council may determine in its absolute discretion; and
 - (iii) the relevant Landowner or Developer (as the case may be) and the Proposed Transferee pay the Council's and the other Landowner's and Developer's reasonable Costs in relation to that assignment.
- (b) If a Landowner sells, transfers or disposes of any part of its interest in the Land and fully satisfies the requirements of paragraph 1.2(a) of this Schedule 7, the Landowner (and in the case of Holicombe, GPCD and in the case of Vianello Holdings, Vianello) will be released from its obligations under this Deed to the extent that such sale, transfer or disposal relates to the Transferred Obligations.
- (c) The Landowners, Developers and the Council agree that paragraph 1.2(a)(ii) of this Schedule 7 does not apply where the Council is of the opinion that the relevant Landowner has defaulted under a provision of this Deed and either:
- (i) it is determined pursuant to Schedule 5 that the relevant Landowner has not defaulted under that provision of this Deed; or
 - (ii) the Proposed Transferee agrees to assume the obligations of the relevant Landowner in respect of that default by virtue of, and pursuant to, the Accession Deed referred to in paragraph 1.2(a)(i) of this Schedule 7.

Schedule 8 - General terms

1. Notices

1.1 Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that Party at its address set out below; or
- (b) faxed to that Party at its fax number set out below

Council

Name: Penrith City Council
Address: 601 High Street, PENRITH NSW 2751
Telephone: (02) 4732 7777
Fax: (02) 4732 7958
For the attention of: The Legal and Governance Manager

Lensworth

Name: Lensworth Glenmore Park Limited
Address: 133 Castlereagh Street, SYDNEY NSW 2000
Telephone: (02) 9035 2708
Fax: (02) 8988 2708
For the attention of: John Coffey

Norwest

Name: Mulpha FKP Pty Limited trading as Norwest Land
Address: Level 5, 99 Macquarie Street, SYDNEY NSW 2000
Telephone: (02) 9270 6100
Fax: (02) 9270 6199
For the attention of: Cameron Lamb

Vianello Holdings

Name: Vianello Holdings Pty Limited
Address: C/- G.J. Moutzouris & Co, Suite 4, Level 1, 28 Burwood Road, BURWOOD NSW
Telephone: (02) 4736 6838
Fax: (02) 4736 6838
For the attention of: Emilio Vianello

Vianello

Name: S&A Vianello
Address: "Hills of Home" 2183 The Northern Road, MULGOA NSW 2745
Telephone: (02) 4736 6838
Fax: (02) 4736 6838
For the attention of: Emilio Vianello

GPCD

Name: Glenmore Park Creek Developments Pty Limited
Address: 879 Mulgoa Road, MULGOA NSW 2745
Telephone: (02) 4723 9900
Fax: (02) 4721 1809
For the attention of: Scott Jameson

Holicombe

Name: Holicombe Pty. Limited
Address: 2091 Castlereagh Road, PENRITH NSW 2150
Telephone: (02) 4723 9900
Fax: (02) 4721 1809
For the attention of: Scott Jameson

Mint Holdings

Name: Mint Holdings Pty. Limited
Address: 36 South Street RYDALMERE NSW 2166
Telephone: (02) 9898 8625
Fax: (02) 9898 1877
For the attention of: Bee Hong Leo

1.2 Change of address

If a Party gives another Party 3 Business Days notice of a change of its address or fax number, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

1.3 Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered, when it is left at the relevant address;
- (b) if it is sent by post, 2 Business Days after it is posted; and
- (c) if it is 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.

1.4 Receipt - next Business Day

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not 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.

2. Approvals and Consent

Except as otherwise set out in this Deed, and subject to any statutory obligations, the Council may give or withhold an approval or consent to be given under this Deed in its absolute discretion and subject to any conditions determined by the Council. The Council is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

3. Assignment and dealings

None of the Parties to this Deed may assign or otherwise deal with its rights under this Deed or allow any interest in this Deed to arise or be varied in each case unless stated otherwise in Schedule 7.

4. Costs

- (a) The costs regarding the negotiation, preparation and execution of this Deed and other costs incurred in connection with this Deed are to be borne by the Parties in accordance with Schedule 6 and otherwise as is expressly provided for in this Deed.
- (b) The costs of registration of this Deed are to be borne by the Landowners and Developers.

5. Further Acts

- (a) Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Deed and all transactions incidental to it.
- (b) The Parties acknowledge and agree that no further works-in-kind agreements or any other agreements between the Parties will be required in relation to any of the Contribution Works contemplated under this Deed.

6. Governing Law and Jurisdiction

This Deed is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

7. No fetter

Nothing in this Deed is to be construed as requiring an Authority to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

- (a) nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- (b) nothing this Deed imposes any obligation on a Consent Authority to:
 - (i) grant development consent or project approval; or
 - (ii) exercise any function or power under the Act in relation to a change, or a proposed change, in an environmental planning instrument.

8. Representations and warranties

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

9. Trustee representations and warranties

9.1 Holicombe representations and warranties

Holicombe (as trustee of the Holicombe Trust) represents and warrants to the Council that:

- (a) **(Trustee)**: it has power to enter into this Deed in its capacity as trustee of the Holicombe Trust;
- (b) **(Holicombe Trust validly created)**: the Holicombe Trust has been validly created and is in existence at the date Holicombe signs this Deed;
- (c) **(Trustee validly appointed)**: Holicombe has been validly appointed as trustee of the Holicombe Trust and is presently the sole trustee of the Holicombe Trust;
- (d) **(Holicombe Trust Deed)**: the Holicombe Trust is solely constituted by the Holicombe Trust Deed;
- (e) **(Vesting date not declared)**: a date has not been declared under the Holicombe Trust Deed as the date on which the Holicombe Trust will be vested or come to an end;
- (f) **(No proceedings)**: no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse affect on the assets or financial position of the Holicombe Trust or Holicombe's trusteeship of the Holicombe Trust;
- (g) **(No acquisition of trust assets)**: Holicombe has not done, or failed to do, any act whereby any of the assets of the Holicombe Trust have been acquired by any other person, no assets of the Holicombe Trust are presently registered in the name of any other person, and no person, other than the beneficiaries previously notified to Holicombe, has acquired any right of any kind whether vested or contingent in any assets of the Holicombe Trust;
- (h) **(Commercial benefit)**: it is to the commercial benefit of the Holicombe Trust that Holicombe enters into this Deed in its capacity, inter alia, as trustee of the Holicombe Trust; and
- (i) **(Rights of indemnity and exoneration against Holicombe Trust Fund)**: Holicombe, as trustee of the Holicombe Trust, has valid rights of indemnity and exoneration against the Holicombe Trust Fund, which rights are available for satisfaction of all liabilities and other obligations incurred by Holicombe under this Deed.

9.2 Holicombe and GPCD representations and warranties

Holicombe and GPCD represent and warrant to the other Landowners, Vianello Holdings and the Council that:

- (a) they have entered into the Development Services Agreement;
- (b) the Development Services Agreement is valid and binding on each party to that agreement;
- (c) to the best of Holicombe's and GPCD's belief and knowledge, neither party to the Development Services Agreement is in default under any document relating to, or under the terms, of that agreement;

- (d) GPCD is entitled to develop the Holicombe Land in accordance with this Deed pursuant to the Development Services Agreement;
- (e) GPCD has the power under the Development Services Agreement to enter into and observe its obligations under this Deed; and
- (f) to the best of Holicombe's and GPCD's belief and knowledge, there is no reason why GPCD should not be able to comply with its obligations under this Deed.

Holicombe and GPCD agree for the benefit of the other Landowners, Vianello Holdings and the Council to comply with all of their respective obligations under the Development Services Agreement.

9.3 Vianello and Vianello Holdings representations and warranties

Vianello and Vianello Holdings represent and warrant to the other Landowners, GPCD and the Council that:

- (a) they have entered into the Development Agreement;
- (b) the Development Agreement is valid and binding on each party to that agreement;
- (c) to the best of Vianello's and Vianello Holdings' belief and knowledge, neither party to the Development Agreement is in default under any document relating to, or under the terms, of that agreement;
- (d) Vianello Holdings is entitled to develop the Vianello Land in accordance with this Deed pursuant to the Development Agreement;
- (e) Vianello Holdings has the power under the Development Agreement to enter into and observe its obligations under this Deed; and
- (f) to the best of Vianello's and Vianello Holdings' belief and knowledge, there is no reason why Vianello Holdings should not be able to comply with its obligations under this Deed.

Vianello and Vianello Holdings agree for the benefit of the other Landowners, GPCD and the Council to comply with all of their respective obligations under the Development Agreement.

10. Severability

- (a) If any part of this Deed 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.
- (b) If any part of this Deed is illegal, enforceable or invalid, that part is to be treated as removed from this Deed, but the rest of this deed is not affected.

11. Modification

No modification of this Deed will be of any force or effect unless it is in writing and signed by the Parties as a deed.

12. Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of 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.

13. Confidentiality**13.1 This Deed not confidential**

The Parties agree that the terms of this Deed are not confidential and may be treated as a public document and notified or exhibited or reported without restriction by any Party.

14. Counterparts

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

Schedule 9 - Security Arrangements

1. Provision of Bonds

- (a) Subject to paragraph 1(f) of this Schedule 9, Vianello Holdings must provide a Bond to Council for a face value equivalent to \$322,935 (subject to indexation in accordance with paragraph 5 of this Schedule 9) prior to the issue of Development Consent (in relation to a Development Application lodged by or on behalf of Vianello Holdings) for subdivision of any part of the Land which creates (amongst other lots) the first Residential Lot in Precinct G or Precinct H.
- (b) Subject to paragraph 1(f) of this Schedule 9, Mint Holdings must provide a Bond to Council for a face value equivalent to \$75,108 (subject to indexation in accordance with paragraph 5 of this Schedule 9) prior to the issue of Development Consent (in relation to a Development Application lodged by or on behalf of Mint Holdings) for subdivision of any part of the Land which creates (amongst other lots) the first Residential Lot in Precinct F.
- (c) Norwest Land must provide a Bond to Council for a face value equivalent to \$1,210,126 (subject to indexation in accordance with paragraph 5 of this Schedule 9) prior to or simultaneously with execution of this Deed by Norwest Land.
- (d) Lensworth must provide a Bond to Council for a face value equivalent to \$689,984 (subject to indexation in accordance with paragraph 5 of this Schedule 9) prior to or simultaneously with execution of this Deed by Lensworth.
- (e) Subject to paragraph 1(f) of this Schedule 9, GPCD must provide a Bond to Council for a face value equivalent to \$109,563 (subject to indexation in accordance with paragraph 5 of this Schedule 9) prior to the issue of Development Consent (in relation to a Development Application lodged by or on behalf of GPCD) for subdivision of any part of the Land which creates (amongst other lots) the first Residential Lot in Precinct C.
- (f) Council acknowledges and agrees that:
 - (i) in order to enable Vianello Holdings, Mint Holdings and GPDC to provide the relevant Bonds as required by paragraph 1(a), 1(b) and 1(e) respectively in this Schedule 9 by the date required in those paragraphs (respectively), Council must provide the relevant Developer with written notice of the date on which the relevant Bond is required to be provided (having regard to the likely date of issue of the relevant Development Consent); and
 - (ii) the notice referred to in paragraph 1(f)(i) of this Schedule 9 above is to be provided by Council to the relevant Developer at least 10 Business Days prior to the date specified in that notice.

2. Reduction or replacement

The Council agrees that the face value of any Bond provided by a Developer will reduce in amount, or be replaced by Bonds with face values of reduced amounts, as determined by the Council (in its sole and unfettered discretion after any request by a Developer) having regard to payments of the Contribution Amounts or completion of Contribution Works provided by the Developer from time to time.

The Council will also consider (in its sole and unfettered discretion) any request by a Developer to substitute a Bond that has been provided in a particular form (for example as a bank guarantee) for the provision of another Bond in a different form (for example in the form of an insurance bond).

3. Claims under Bonds

Each Developer agrees that the Council may make a claim under a Bond provided by it in accordance with this Schedule 9 on the following basis:

- (a) the Council may call upon that Bond (in full or in part) in the event that the Developer breaches any material obligation to be performed by it under this deed and retain and use such monies in its discretion to compensate the Council for the Developer's breach of those obligations; and
- (b) the Council agrees not to make any claim under a Bond without providing at least 10 Business Days' prior written notice to the relevant Developer of its intention to do so.

4. Release of Bonds

In respect of a Bond provided by a Developer to the Council in accordance with this Schedule 9, the Council must release that Bond to the Developer:

- (a) in accordance with any release arrangements agreed to by Council as part of the arrangements contemplated in paragraph 2 of this Schedule 9; or
- (b) promptly after the relevant Developer's request, upon the satisfaction by that Developer of its obligations under this Deed.

5. Indexation

5.1 Indexation by CPI - Bonds

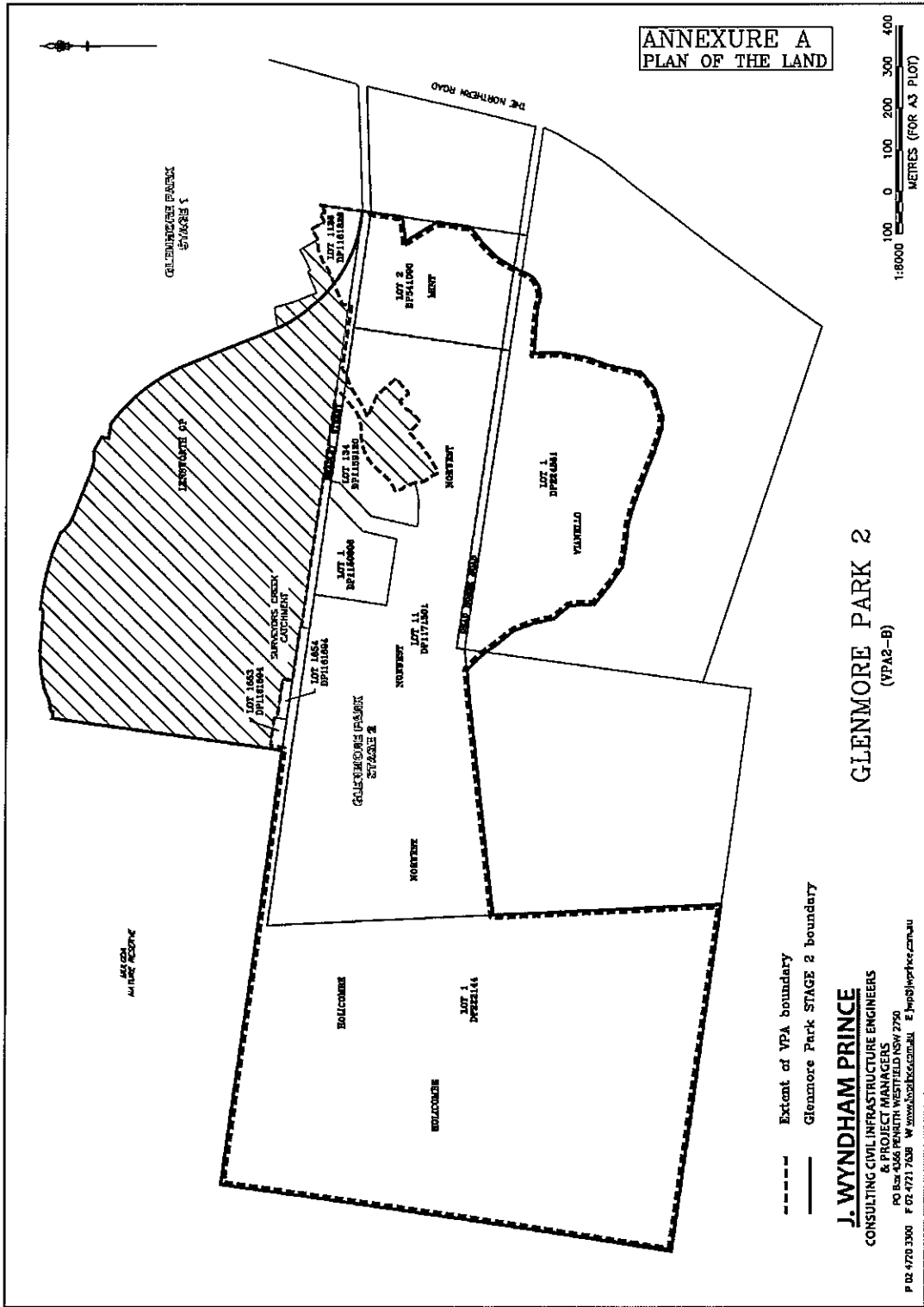
Where the face value of a Bond to be provided under paragraph 1 of this Schedule 9 is nominated as being 'subject to indexation', the quantum of the face value of that Bond to be provided will be increased prior to the provision of that Bond having regard to increases in the CPI in accordance with the following formula:

$$IB = Ax \frac{C}{D}$$

Where:

- IB** is the increased quantum of the face value of that Bond referred to in paragraph 1 of this Schedule 9 after the indexation adjustment referred to in this paragraph 5 of this Schedule 9;
- A** is the dollar (\$) amount of the face value of that Bond specified in paragraph 1 of this Schedule 9 prior to application of this paragraph 5 of this Schedule 9;
- C** is the most recent CPI prior to the date that that Bond is due to be provided to Council under paragraph 1 of this Schedule 9; and
- D** is the CPI for the quarter immediately preceding 1 May 2010.

Annexure A - Plan of the Land



Annexure B - Accession Deed

CLAYTON UTZ

Accession Deed

Penrith City Council

Council

Lensworth Glenmore Park Limited

Lensworth

Mulpha FKP Pty Limited trading as Norwest Land

Norwest Land

Holicombe Pty. Limited in its capacity as trustee of the Wearn Quarry Trust

Holicombe

Glenmore Park Creek Developments Pty Limited

GPCD

Sergio & Assunta Vianello (jointly and severally)

Vianello

Vianello Holdings Pty Limited in its capacity as trustee of the Vianello Family Trust,

Vianello Holdings

Mint Holdings Pty. Limited

Mint Holdings

[Insert Transferor's name] of [insert] Transferor

[Insert Transferee's name] of [insert] Transferee

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8. Counterparts deemed originals 52

Deed dated

Parties

Penrith City Council ABN 43 794 422 563 of 601 High Street, PENRITH, NSW 2750 (**Council**)

Lensworth Glenmore Park Limited ABN 59 007 533 888 of 133 Castlereagh Street, SYDNEY NSW 2000 (**Lensworth**)

Mulpha FKP Pty Limited trading as Norwest Land ABN 27 000 004 633 of Level 5, 99 Macquarie Street, SYDNEY NSW 2000 (**Norwest Land**)

Holicombe Pty. Limited ABN 76 691 030 709 In its capacity as trustee of the **Wearn Quarry Trust** of 2091 Castlereagh Road, PENRITH NSW 2150 (**Holicombe**)

Glenmore Park Creek Developments Pty Limited ABN 67 135 871 966 of 879 Mulgoa Road, MULGOA NSW 2745 (**GPCD**)

Sergio & Assunta Vianello (jointly and severally) ABN 27 709 051 547 of "Hills of Home" 2183 The Northern Road, MULGOA NSW 2748 (**Vianello**)

Vianello Holdings Pty Limited ACN 133 215 175 in its capacity as trustee of the **Vianello Family Trust**, having its registered office at c/- G.J. Moutzouris & Co, Suite 4, Level 1, 28 Burwood Road, BURWOOD NSW (**Vianello Holdings**)

Mint Holdings Pty. Limited ABN 20 002 055 165 of 36 South Street RYDALMERE NSW 2166 (**Mint Holdings**)

[Insert Transferor's name] of [insert] (Transferor)

[Insert Transferee's name] of [insert] (Transferee)

Background

- A. The Council, the Landowners and the Developers are parties to the Original Agreement.
- B. The Original Agreement relates to the Land.
- C. The Transferor wants to transfer [the whole of] [part or parts of] the Land comprising Lot [insert Lot number] in DP [insert Deposited Plan number].

1. Definitions and interpretation

1.1 Definitions

Effective Date means [insert].

Land has the meaning given to that term in the Original Agreement.

Original Agreement means the voluntary planning agreement dated [insert] and made between the Council, the Landowners and the Developers.

Transferred Obligations means [insert either:

- (a) *all the obligations of the Transferor under the Original Agreement in the event the Transferor transfers the whole of its part of the Land; or*
- (b) *the obligations agreed by the Transferee and the Transferor pursuant to paragraph 1.2(a)(i) of Schedule 7 of the Original Agreement in the event the Transferor transfers only part of its part of the Land].*

1.2 References to certain general terms

In this Deed unless the contrary intention appears:

- (a) a reference to this Deed or another instrument includes any variation or replacement of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word person includes a firm, body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (g) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to anyone or more of them; and

- (h) "include" in any form when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar nature.

1.3 Headings

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

2. Novation

2.1 Original Agreement

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

- (a) the Transferee:
 - (i) is substituted for the Transferor as a party to the Original Agreement, and agrees to perform the Transferred Obligations; and
 - (ii) will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the Transferee was a party to the Original Agreement instead of the Transferor insofar as the Original Agreement relates to the Transferred Obligations;
- (b) the Transferor:
 - (i) ceases to be a party to the Original Agreement; and
 - (ii) 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 insofar as the Original Agreement relates to the Transferred Obligations.

2.2 Liability before Effective Date

Notwithstanding clause 2.1, the Transferor is not released, relieved or discharged from liability under the Original Agreement before the Effective Date, for any breach which the Transferor may have committed before the Effective Date of any provision of the Original Agreement insofar as the Original Agreement relates to the Transferred Obligations.

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. GST

Where a supply made under this Deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this Deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

5. Notices

For the purposes of the Original Agreement, the address of the Transferee to which all notices, consents, requests and other documents are required to be given or sent is as follows:

[insert Transferee's notice details].

6. 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.

7. Governing law

This Deed is governed by and construed in accordance with the laws for the time being of New South Wales, the Landowners and the Developers, including the Incoming Landowner, expressly submit to the jurisdiction of the Courts of New South Wales.

8. Counterparts deemed originals

This Deed may be executed in any number of counterparts, each of which will be deemed an original but all of which constitute one and the same instrument.

Executed as a deed.

The common seal of **The Council of The City of Penrith** was affixed under a resolution passed by Council on _____ in the presence of:

Signature of General Manager

Signature of Mayor

[insert]

[insert]

Executed by Lensworth Glenmore Park Limited by the party's attorney pursuant to power of attorney

who states that no notice of revocation of the said power of attorney has been received in the presence of:

Signature of witness

Full name of witness

Executed by Mulpha FKP Pty Limited in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Executed by Holicombe Pty. Limited in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of attorney

Signature of Director or Sole Director and Secretary

Name of Director or Sole Director and Secretary in full

Signature of Director or Sole Director and Secretary

Name of Director or Sole Director and Secretary in full

Executed by Glenmore Park Creek Developments Pty Limited in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signed sealed and delivered by Sergio Vianello in the presence of:

Signature of Witness

Name of Witness in full

Signed sealed and delivered by Assunta Vianello in the presence of:

Signature of Witness

Name of Witness in full

Executed by Vianello Holdings Pty Limited in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Vianello Holdings Pty Limited**

Signature of Director or Sole Director and Secretary

Name of Director or Sole Director and Secretary in full

Signature

Signature

Signature of sole director and sole company secretary

Executed by Mint Holdings Pty. Limited in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Executed by [Insert name of Transferor] in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Executed by [Insert name of Transferee] in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Director/ Secretary

Name of Director/ Secretary in full

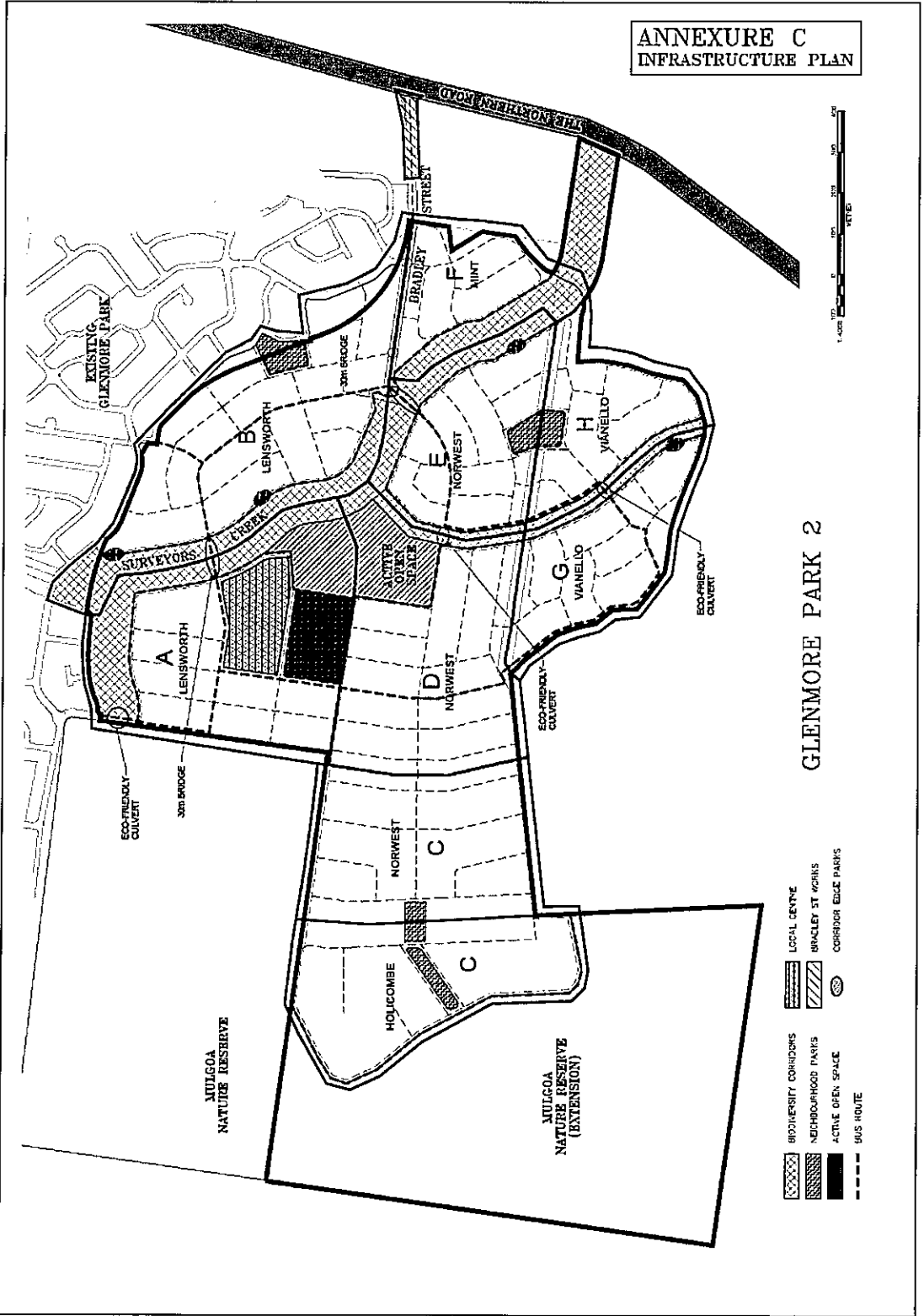
Signature of Director or Sole Director and Secretary

Name of Director or Sole Director and Secretary in full

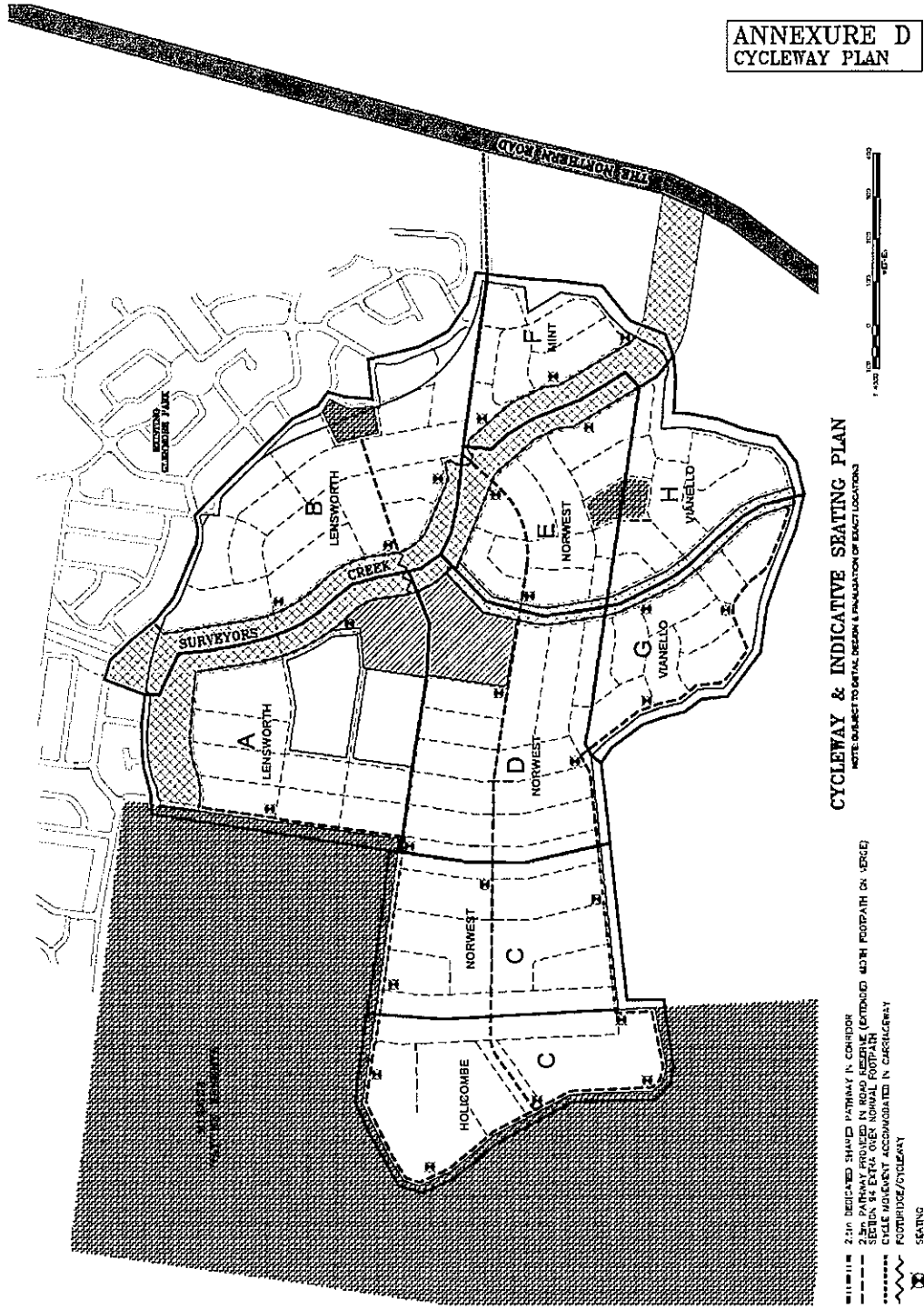
Signature of Director or Sole Director and Secretary

Name of Director or Sole Director and Secretary in full

Annexure C - Infrastructure Plan showing Bus Routes, Culverts, Bridges and Bradley Street



Annexure D - Plan showing cycleways



Annexure E - Development Contributions Schedule (Tables 1, 2 and 3)

Table 1 - Precinct	MONETARY CONTRIBUTIONS Monetary Contribution Amounts (Column 1)	Responsible Party for Payment in (Column 2)	When Required to be paid (Column 3)
Precinct A (Lensworth)	A total monetary Contribution Amount of \$318,750 to be paid in the following manner: \$318,750 subject to CPI Indexation (in respect of the first 255 Residential Lots and Anticipated Dwellings within Precinct A) An additional Monetary Contribution calculated in accordance with the Open Space Development Contributions Plan for each Residential Lot or Anticipated Dwelling after the 255 th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct A	Lensworth	On the date of this Deed.
	An additional Monetary Contribution calculated in accordance with the Cultural Facilities Development Contributions Plan for each Residential Lot or Anticipated Dwelling after the 255 th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct A	Lensworth	Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
		Lensworth	Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.

Note: The parties acknowledge that the above Contributions to be paid on the date of this deed is the appropriate payment for the relevant 195 Residential Lots in Stages 14, 15 and 16A, 50 Anticipated Dwellings in Lot 1701 DP 1166371 and 10 Residential Lots in the approved subdivision of Lots 1653 and 1654 DP 1161694 of Precinct A of Lensworth's Glenmore Park Development

Precinct	Monetary Contribution Amounts (Column 4)	Responsible Party for payment in Column 1 (Column 2)	When Required to be paid (Column 3)
Precinct B (Lensworth)	A total monetary Contribution Amount of \$370,000 to be paid in the following manner:	Lensworth	
	\$370,000, subject to CPI indexation (in respect of the first 296 Residential Lots and Anticipated Dwellings within Precinct B)	Lensworth	On the date of this Deed.
	An additional monetary contribution of \$60,425 for Open Space Development Contributions and Cultural Facilities Development Contributions, subject to CPI indexation (in respect of the next 22 Residential Lots and Anticipated Dwellings within Precinct B)	Lensworth	On the date of this Deed.
	An additional Monetary Contribution calculated in accordance with the Open Space Development Contributions Plan for each Dwelling proposed to be constructed after the 318 th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct B	Lensworth	Prior to issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	An additional Monetary Contribution calculated in accordance with the Cultural Facilities Development Contributions Plan for each Dwelling proposed to be constructed after the 318 th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct B	Lensworth	Prior to issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.

Note: The parties acknowledge that the above Contributions to be paid on the date of this deed is the appropriate payment for the relevant 303 Residential Lots in Stages 1 – 11 and 0 Anticipated Dwellings in Lot 743 DP 1155216, 7 Anticipated Dwellings in Lot 332 DP 1155215 and 8 Anticipated Dwellings on Lot 331 DP 1155215 within Stages 1 – 11 of Precinct B of Lensworth's Glenmore Park Development.

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Precinct	Monetary Contribution/Amounts (Column 1)	Responsible Party for payment in (Column 2)	When Required to be paid (Column 3)
Precinct C (GPCD /Nonwest Land)	<p>A total monetary Contribution Amount of \$112,500 to be paid in the following manner.</p> <p>For the first (sum total of) 80 Residential Lots and Anticipated Dwellings within Precinct C, \$1,250 per Residential Lot and per Anticipated Dwellings (in the case of Identified Development Lots) within Precinct C as shown in a Plan of Subdivision for which a Subdivision Certificate is sought, subject to CPI indexation</p> <p>Balance of total monetary Contribution Amount subject to CPI Indexation (being \$112,500 less all Contribution Amounts paid in respect of the first 80 Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct C (excluding CPI Indexation)) subject to CPI Indexation</p> <p>An additional Monetary Contribution calculated in accordance with the Open Space Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 90th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct C</p> <p>An additional Monetary Contribution calculated in accordance with the Cultural Facilities Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 90th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct C</p>	GPCD	<p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by GPCD comprising (amongst other land) the 81st Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct C as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p>

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Precinct	Monetary Contribution Amounts (Column 4)	Responsible Party for payment in Column 1 (Column 2)	When Required to be paid (Column 3)
Precinct C (GPCD /Norwest Land)	<p>A total monetary contribution of \$200,000 subject to CPI Indexation to be paid in the following manner:</p> <p>For the first (sum total of) 143 Residential Lots and Anticipated Dwellings within Precinct C, \$1,250 per Residential Lot and per Anticipated Dwellings (in the case of Identified Development Lots) within Precinct C as shown in a Plan of Subdivision for which a Subdivision Certificate is sought, subject to CPI indexation</p> <p>Balance of total monetary Contribution Amount subject to CPI Indexation (being \$200,000 less all Contribution Amounts paid in respect of the first 143 Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct C (excluding CPI Indexation)) subject to CPI Indexation</p> <p>An additional Monetary Contribution calculated in accordance with the Open Space Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 160th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct C</p> <p>An additional Monetary Contribution calculated in accordance with the Cultural Facilities Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 160th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct C</p>	<p>Norwest Land</p> <p>Norwest Land</p> <p>Norwest Land</p> <p>Norwest Land</p> <p>Norwest Land</p>	<p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Norwest Land comprising (amongst other land) the 144th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct C as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p>

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Precinct	Monetary Contribution/Amounts (Column 1)	Responsible Party for payment in (Column 2)	When Required to be paid (Column 3)
Precinct D (Norwest Land)	A total monetary Contribution Amount of \$377,500 to be paid in the following manner: For the first (sum total of) 269 Residential Lots and Anticipated Dwellings within Precinct D, \$1,250 per Residential Lot and per Anticipated Dwellings (in the case of Identified Development Lots) within Precinct D as shown in a Plan of Subdivision for which a Subdivision Certificate is sought, subject to CPI indexation	Norwest Land	Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	Balance of total monetary Contribution Amount subject to CPI Indexation (being \$377,500 less all Contribution Amounts paid in respect of the first 269 Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct D (excluding CPI Indexation)) subject to CPI Indexation	Norwest Land	Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Norwest Land comprising (amongst other land) the 270th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct D as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	An additional Monetary Contribution calculated in accordance with the Open Space Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 302 nd Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct D	Norwest Land	Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	An additional Monetary Contribution calculated in accordance with the Cultural Facilities Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 302 nd Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct D	Norwest Land	Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.

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Precinct	Monetary Contribution Amounts (Column 1)	Responsible Party for payment in Column 1 (Column 2)	When Required to be paid (Column 3)
Precinct E (Norwest Land)	A total monetary Contribution Amount of \$200,000 be paid in the following manner: \$41,250 subject to CPI indexation (in respect of the first 33 Residential Lots For the next (sum total of) 110 Residential Lots and Anticipated Dwellings within Precinct E, \$1,250 per Residential Lot and per Anticipated Dwellings (in the case of Identified Development Lots) within Precinct E as shown in a Plan of Subdivision for which a Subdivision Certificate is sought, subject to CPI indexation	Norwest Land	On the date of this deed
	Balance of total monetary Contribution Amount subject to CPI Indexation (being \$200,000 less all Contribution Amounts paid in respect of the first 143 Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct E (excluding CPI Indexation)) subject to CPI Indexation	Norwest Land	Prior to issue of the Subdivision Certificate which relates to that part of the Land being developed by Norwest Land comprising (amongst other land) the 144 th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct E as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	An additional Monetary Contribution calculated in accordance with the Open Space Development Contributions Plan for each Dwelling proposed to be constructed after the 160 th Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct E	Norwest Land	Prior to issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	An additional Monetary Contribution calculated in accordance with the Cultural Facilities Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 160 th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct E	Norwest Land	Prior to issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.

Note: The parties acknowledge that the above Contribution to be paid on the date of this deed is the appropriate payment for the first 33 Residential Lots within Norwest's Stage 1A Development (Lots 1 – 33 DP 1159120)

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Precinct	Monetary Contribution/Amounts (Column 2)	Responsible Party for payment in (Column 3)	When Required to be paid (Column 4)
Precinct F (Mint Holdings)	A total monetary Contribution Amount of \$2,681,820 to be paid in the following manner: For the first (sum total of) 89 Residential Lots and Anticipated Dwellings within Precinct F, \$26,818 per Residential Lot and Anticipated Dwellings (in the case of Identified Development Lots) within Precinct F as shown in a Plan of Subdivision for which a Subdivision Certificate is sought, subject to CPI Indexation	Mint Holdings	Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	Balance of total monetary Contribution Amount subject to CPI Indexation (being \$2,681,820 less all Contribution Amounts paid in respect of the first 89 Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct F (excluding CPI Indexation)) subject to CPI Indexation	Mint Holdings	Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Mint Holdings comprising (amongst other land) the 90 th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct F as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	An additional Monetary Contribution calculated in accordance with the Open Space Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 100 th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct F	Mint Holdings	Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	An additional Monetary Contribution calculated in accordance with the Cultural Facilities Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 100 th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct F	Mint Holdings	Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.

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Precinct	Monetary Contribution Amounts (Column 1)	Responsible Party for payment in (Column 2)	When Required to be paid (Column 3)
Precinct G (Vianello Holdings)	<p>A total monetary Contribution Amount of \$2,527,524 to be paid in the following manner:</p> <p>For the first (sum total of) 149 Residential Lots and Anticipated Dwellings within Precinct G, \$14,695 per Residential Lot and per Anticipated Dwellings (in the case of Identified Development Lots) within Precinct G as shown in a Plan of Subdivision for which a Subdivision Certificate is sought, subject to CPI Indexation</p> <p>Balance of total monetary Contribution Amount subject to CPI Indexation (being \$2,527,524 less all Contribution Amounts paid in respect of the first 149 Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct G (excluding CPI Indexation)) subject to CPI Indexation</p> <p>An additional Monetary Contribution calculated in accordance with the Open Space Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 172nd Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct G</p> <p>An additional Monetary Contribution calculated in accordance with the Cultural Facilities Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 172nd Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct G</p>	<p>Vianello Holdings</p> <p>Vianello Holdings</p> <p>Vianello Holdings</p> <p>Vianello Holdings</p> <p>Vianello Holdings</p>	<p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Vianello comprising (amongst other land) the 150th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct G as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p>

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Precinct	Monetary Contribution Amounts (Column 1)	Responsible Party for payment in (Column 2)	When Required to be paid (Column 3)
Precinct H (Vianello Holdings)	<p>A total monetary Contribution Amount of \$2,057,287 to be paid in the following manner:</p> <p>For the first (sum total of) 119 Residential Lots and Anticipated Dwellings within Precinct H, \$14,695 per Residential Lot and per Anticipated Dwellings (in the case of Identified Development Lots) within Precinct H as shown in a Plan of Subdivision for which a Subdivision Certificate is sought, subject to CPI Indexation</p> <p>Balance of total monetary Contribution Amount subject to CPI Indexation (being \$2,057,287 less all Contribution Amounts paid in respect of the first 119 Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct H (excluding CPI Indexation)) subject to CPI Indexation</p> <p>An additional Monetary Contribution calculated in accordance with the Open Space Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 140th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct H</p> <p>An additional Monetary Contribution calculated in accordance with the Cultural Facilities Development Contributions Plan for each Residential Lot or Anticipated Dwelling proposed to be constructed after the 140th Residential Lot or Anticipated Dwellings (in the case of Identified Development Lots) within Precinct H</p>	<p>Vianello Holdings</p> <p>Vianello Holdings</p> <p>Vianello Holdings</p> <p>Vianello Holdings</p> <p>Vianello Holdings</p>	<p>(Column 3)</p> <p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwellings (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Vianello comprising (amongst other land) the 120th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct H as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p> <p>Prior to Issue of any Subdivision Certificate comprising those Residential Lots or Anticipated Dwelling (in the case of Identified Development Lots) as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.</p>

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Precinct	Precinct Specific Contribution Works/Dedicated Land Delivery	Responsible Party for Contribution Works /Dedicated Land in Column 2	When Required to be Delivered/Practically Completed	Contribution Works outside Precinct	Responsible Party for Contribution Works in Column 5	When Required to be Delivered/Practically Completed
	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)	(Column 7)
Precinct A (Lensworth)	Cycleways including 2 park seats as shown on Annexure D and specified in the document in Annexure F.	Lensworth	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council) (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bradley Street from 200m west of The Northern Road to Surveyors Creek as shown on Annexure C and in accordance with the specification for Bradley Street from 200m west of The Northern Road to Surveyors Creek in Annexure F	Lensworth	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct A (or at some other later time or event as agreed in writing by Council)
	Bus route construction (including dedication of the road containing the bus route) as shown on Annexure C and specified in Annexure F	Lensworth	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council) (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bridge across Surveyors Creek from Precinct A to Precinct B as shown on Annexure C and in accordance with specification for Bridge across Surveyors Creek from Precinct A to Precinct B in Annexure F	Lensworth	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct A (or at some other later time or event as agreed in writing by Council)

Precinct	Precinct Specific Contribution Works/Dedicated Land-Delivery (Column 2)	Responsible Party for Contribution Works/Dedicated Land in Column 2 (Column 3)	When Required to be Delivered/Practically Completed (Column 4)	Contribution Works Outside Precinct (Column 5)	Responsible Party for Contribution Works in Column 5 (Column 6)	When Required to be Delivered/Practically Completed (Column 7)
Precinct B (Lensworth)	Cycleways including 3 park seats as shown on Annexure D and in Annexure F	Lensworth** See Note below	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council). (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy)	Bradley Street from 200m west of The Northern Road to Surveyors Creek as shown on Annexure C and in accordance with specification for Bradley Street from 200m west of The Northern Road to Surveyors Creek in Annexure F	Lensworth** See Note below	Prior to issue of any Subdivision Certificate that creates the 112 th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct B (or at some other later time or event as agreed in writing by Council)
	Bus route construction (including dedication of the road containing the bus route as shown on Annexure C and in accordance with "General Specification" in Annexure F	Lensworth** See Note below	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council). (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)			

	Transfer of the Jacaranda Park Land	Lensworth**See Note below	Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Lensworth comprising (amongst other land) an Allotment which contains the 240th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct B or at some other later time or event as agreed in writing by Council)			
	Embellishment of Jacaranda Park as shown on Annexure C and in accordance with specification for embellishment of Jacaranda Park in Annexure F	Lensworth**See Note below	Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Lensworth comprising (amongst other land) an Allotment which contains the 200th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct B or at some other later time or event as agreed in writing by Council)			
	Embellishment of two Corridor Edge Parks as shown on Annexure C and in accordance with specification for embellishment of two Corridor Edge Park in Annexure F	Lensworth**See Note below	Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Lensworth comprising (amongst other land) an Allotment which contains the 120 th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct B			

NOTE:

Council acknowledges and agrees that prior to the date of this Deed:

- Subdivision Certificates have been issued for the Land creating 277 Residential Lots (or Anticipated Dwellings) within Precinct B (**Relevant Subdivisions**);

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- Lensworth has:
 - Practically Completed or Delivered (as applicable) all those Contribution Works required to be Practically Completed or Delivered; and
 - dedicated or transferred all the Dedicated Land Prior required to be dedicated or transferred,
- prior to the Relevant Subdivisions and to that extent, Lensworth has satisfied certain of the Contribution Works specified in the table above in relation to Precinct B and those Relevant Subdivisions.

Precinct	Precinct Specific Contribution Works/Dedicated Land - Delivery (Column 2)	Responsible Party for Contribution Works/Dedicated Land in Column 2 (Column 3)	When Required to be Delivered/Practically Completed (Column 4)	Contribution Works Outside Precinct (Column 5)	Responsible Party for Contribution Works in Column 5 (Column 6)	When Required to be Delivered/Practically Completed (Column 7)
Precinct C (GPCD /Norwest Land)	Cycleways including 8 park seats as shown on Annexure D and in accordance with "General Specifications" in Annexure F	GPCD/Norwest Land	Prior to Issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council. (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bradley Street from 200m west of The Northern Road to Surveyors Creek as shown on Annexure C and in accordance with specification for Bradley Street from 200m west of The Northern Road to Surveyors Creek in Annexure F	Lensworth	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct C (or at some other later time or event as agreed in writing by Council)
Transfer of the Neighbourhood Park Land (Norwest Land portion)		Norwest Land	Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Norwest Land comprises (amongst other land) an Allotment which contains the 140th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct C or at some other later time or event as agreed in writing by Council)	Bridge Across Surveyors Creek Bradley Street to Precinct E as shown on Annexure C and in accordance with specification for Bridge across Surveyors Creek Bradley Street to Precinct E in Annexure F	Norwest Land	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct C (or at some other later time or event as agreed in writing by Council)

	Embellishment of Neighbourhood Park (Norwest Land portion) as shown on Annexure C and in accordance with "General Specifications" in Annexure F	Norwest Land	Prior to issue of the Subdivision Certificate which relates to that part of the Land being developed by Norwest Land comprises (amongst other land) an Allotment which contains the 125th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct C or at some other later time or event as agreed in writing by Council	Culvert for Precinct D to Precinct E as shown on Annexure C and in accordance with specification for Culvert for Precinct D to Precinct E in Annexure F	Norwest Land	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct C (or at some other later time or event as agreed in writing by Council)
	Transfer of the Neighbourhood Park Land (GPCD)	GPCD	Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by GPCD comprises (amongst other land) an Allotment which contains the 70 th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct C or at some other later time or event as agreed in writing by Council)			
	Embellishment of Neighbourhood Park (GPCD portion) as shown on Annexure C in accordance with "General Specifications" in Annexure F	GPCD	Prior to issue of the Subdivision Certificate which relates to that part of the Land being developed by GPCD comprises (amongst other land) an Allotment which contains the 70 th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct C or at some other later time or event as agreed in writing by Council			

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Precinct	Precinct Specific Contribution Works/Dedicated Land - Delivery (Column 2)	Responsible Party for Contribution Works/Dedicated Land in Column 2 (Column 3)	When Required to be Delivered/Practically Completed (Column 4)	Contribution Works Outside Precinct (Column 5)	Responsible Party for Contribution Works in Column 6 (Column 6)	When Required to be Delivered/Practically Completed (Column 7)
Precinct D (Norwest Land)	Cycleways including 3 park seats as shown on Annexure D and in accordance with "General Specifications" in Annexure F	Norwest Land	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council). (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bradley Street from 200m west of The Northern Road to Surveyors Creek as shown on Annexure C and in accordance with specification for Bradley Street from 200m west of The Northern Road to Surveyors Creek in Annexure F	Lensworth	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct D (or at some other later time or event as agreed in writing by Council)
	Bus route construction (including dedication of the road containing the bus route) as shown on Annexure C and in accordance with "General Specifications" in Annexure F	Norwest Land	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council). (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bridge Across Surveyors Creek Bradley Street to Precinct E as shown on Annexure C and in accordance with specification for Bridge across Surveyors Creek Bradley Street to Precinct E in Annexure F	Norwest Land	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct D (or at some other later time or event as agreed in writing by Council)

		<p>Culvert for Precinct D to Precinct E as shown on Annexure C and in accordance with specification for Culvert for Precinct D to Precinct E in Annexure F</p>	Nonwest Land	<p>Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct D (or at some other later time or event as agreed in writing by Council)</p>
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Precinct	Precinct Specific Contribution Works Dedicated Land - Delivery (Column 2)	Responsible Party (or Contribution Works) Dedicated Land in Column 2 (Column 3)	When Required to be Delivered/Practically Completed (Column 4)	Contribution Works Outside Precinct (Column 5)	Responsible Party for Contribution Works in (Column 6)	When Required to be Delivered/Practically Completed (Column 7)
Precinct E (Norwest Land)	Cycleways including 3 park seats as shown on Annexure D and in accordance with "General Specifications" in Annexure F	Norwest Land	Prior to Issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council). (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bradley Street from 200m west of The Northern Road to Surveyors Creek as shown on Annexure C and in accordance with specification for Bradley Street from 200m west of The Northern Road to Surveyors Creek" in Annexure F	Lensworth	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct E (or at some other later time or event as agreed in writing by Council)
	Bus route construction (including dedication of the road containing the bus route) as shown on Annexure C and in accordance with "General Specifications" in Annexure F	Norwest Land	Prior to Issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council). (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bridge Across Surveyors Creek Bradley Street to Precinct E as shown on Annexure C and in accordance with specification for Bridge across Surveyors Creek Bradley Street to Precinct E in Annexure F	Norwest Land	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct E (or at some other later time or event as agreed in writing by Council)

	Transfer of the Neighbourhood Park Land (Norwest Land portion)	Norwest Land	Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Norwest Land comprises (amongst other land) an Allotment which contains the 125th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct E or at some other later time or event as agreed in writing by Council)			
	Embellishment of Neighbourhood Park (Norwest Land portion) as shown on Annexure C and in accordance with "General Specifications" in Annexure F	Norwest Land	Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Norwest Land comprises (amongst other land) an Allotment which contains the 90th Residential Lot or Anticipated Dwelling as shown in a Plan of Subdivision within Precinct E or at some other later time or event as agreed in writing by Council			
	Embellishment of a Corridor Edge Park as shown on Annexure C and in accordance with specification for embellishment of a Corridor Edge Park in Annexure F	Norwest Land	Prior to Issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council). (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)			

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Precinct	Precinct Specific Contribution Works/Dedicated Land - Delivery (Column 2)	Responsible Party for Contribution Works/Dedicated Land in Column 2 (Column 3)	When Required to be Delivered/Practically Completed (Column 4)	Contribution Works Outside Precinct (Column 5)	Responsible Party for Contribution Works in Column 6 (Column 6)	When Required to be Delivered/Practically Completed (Column 7)
Precinct F (Mint Holdings)	Cycleways including 3 park seats as shown on Annexure D and in Annexure F	Mint Holdings	Prior to Issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council). (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bradley Street from 200m west of The Northern Road to Surveyors Creek as shown on Annexure C and in accordance with specification for Bradley Street from 200m west of The Northern Road to Surveyors Creek in Annexure F	Lensworth	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct F (or at some other later time or event as agreed in writing by Council)

Precinct	Precinct's Precinct Contribution Works/Dedicated Land-Delivery (Column 2)	Responsible Party for Contribution Works/Dedicated Land in Column 2 (Column 3)	When Required to be Delivered/Practically Completed (Column 4)	Contribution Works outside Precinct (Column 5)	Responsible Party for Contribution Works in Column 5 (Column 6)	When Required to be Delivered/Practically Completed (Column 7)
Precinct G (Vianello Holdings)	Cycleways including 3 park seats as shown on Annexure D and in Annexure F	Vianello Holdings	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council. (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bradley Street from 200m west of The Northern Road to Surveyors Creek as shown on Annexure C and in accordance with specification for Bradley Street from 200m west of The Northern Road to Surveyors Creek in Annexure F	Lensworth	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct G (or at some other later time or event as agreed in writing by Council)
	Bus route construction (including dedication of the road containing the bus route) as shown on Annexure C and in accordance with "General Specifications" in Annexure F	Vianello Holdings	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council. (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bridge Across Surveyors Creek Bradley Street to Precinct E as shown on Annexure C and in accordance with specification for Bridge across Surveyors Creek Bradley Street to Precinct E in Annexure F	Nonwest Land	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct G (or at some other later time or event as agreed in writing by Council)

	<p>Embellishment of a Corridor Edge Park as shown on Annexure C and in accordance with specification for embellishment of a Corridor Edge Park in Annexure F</p>	<p>Vianello Holdings</p>	<p>Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council). (For clarity, it is the parties' intention that this Contribution Work may be delivered in stages consistent with the developers' residential development strategy.)</p>	<p>Culvert for Precinct G to Precinct H as shown on Annexure C and in accordance with specification for Culvert for Precinct G to Precinct H in Annexure F</p>	<p>Vianello</p>	<p>Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct G (or at some other later time or event as agreed in writing by Council)</p>
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Precinct	Precinct Specific Contribution Works/Dedicated Land/Delivery (Column 2)	Responsible Party for Contribution Works/Dedicated Land in Column 2 (Column 3)	When Required to be Delivered/Practically Completed (Column 4)	Contribution Works outside Precinct (Column 5)	Responsible Party for Contribution Works in Column 5 (Column 6)	When Required to be Delivered/Practically Completed (Column 7)
Precinct H (Vianello Holdings)	Cycleways including 0 park seats as shown on Annexure D and in Annexure F	Vianello Holdings	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work. (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy or at some other later time or event as agreed in writing by Council)	Bradley Street from 200m west of The Northern Road to Surveyors Creek as shown on Annexure C and in accordance with specification for Bradley Street from 200m west of The Northern Road to Surveyors Creek in Annexure F	Lensworth	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct H (or at some other later time or event as agreed in writing by Council)
	Bus route construction (including dedication of the road containing the bus route) as shown on Annexure C and in accordance with "General Specifications" in Annexure F	Vianello Holdings	Prior to issue of any Subdivision Certificate for a stage of the Development that either includes or is in immediate proximity to the relevant Contribution Work or at some other later time or event as agreed in writing by Council. (For clarity, it is the parties intention that this Contribution Work may be delivered in stages consistent with the developers residential development strategy.)	Bridge Across Surveyors Creek Bradley Street to Precinct E as shown on Annexure C and in accordance with specification for Bridge across Surveyors Creek Bradley Street to Precinct E in Annexure F	Norwest Land	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct H (or at some other later time or event as agreed in writing by Council)

	Transfer of the Neighbourhood Park Land	Vianello Holdings	Prior to issue of the Subdivision Certificate which relates to that part of the Land being developed by Vianello comprising (amongst other land) an Allotment which contains the 120th Dwelling to be constructed in Precinct H or at some other later time or event as agreed in writing by Council)	Culvert for Precinct G to Precinct H as shown on Annexure C and in accordance with specification for culvert for Precinct G to Precinct H in Annexure F	Vianello Holdings	Prior to the issue of any Subdivision Certificate for Residential Lots within Precinct H (or at some other later time or event as agreed in writing by Council)
	Embellishment of Neighbourhood Park as shown on Annexure C and in accordance with specification for embellishment of Neighbourhood Park in Annexure F	Vianello Holdings	Prior to issue of the Subdivision Certificate which relates to that part of the Land being developed by Vianello comprising (amongst other land) an Allotment which contains the 120th Dwelling to be constructed in Precinct H or at some other later time or event as agreed in writing by Council			

Table 3 – ESTATE WIDE CONTRIBUTION WORKS			
Precinct	Estate Wide Contribution Works outside Precinct (Column 2)	Responsible Party for Contribution Works in Column 2 (Column 3)	When Required to be Delivered/Practically Completed (Column 4)
Estate Wide	The first 200 metres of Bradley Street from its intersection with the Northern Road (including the Bradley St/Northern Road intersection works) as shown on Annexure C and in accordance with specification for the first 200m of Bradley Street from its intersection with the Northern Road in Annexure F	Norwest Land	Prior to Issue of the Subdivision Certificate which relates to any part of the Land being developed by the Landowners or Developers comprising (amongst other land) the 1000th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Glenmore Park Stage 2 as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	Interim Intersection Works – protected right hand turn lane as shown on Annexure C and in accordance with specification for Interim Intersection Works – protected right hand turn lane, J Wyndham Prince Concept Plan 8476, RMS Reg. No. DS2011/000127 Sheets 1 to 8 in Annexure F	Lensworth	Prior to Issue of the Subdivision Certificate which relates to any part of the Land being developed by the Landowners or Developers comprising (amongst other land) the 350th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Glenmore Park Stage 2 as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.
	Embellishment of the Active Open Space to Level One as shown on Annexure C and in accordance with specification for Embellishment of Active Open Space to Level One in Annexure F - subject to paragraph 3.5 of Schedule 3	Norwest Land	The earlier of the following events a. Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Norwest Land comprising (amongst other land) the 350th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct C, D and E as shown in a Plan of Subdivision for which the Subdivision Certificate is sought or b. Prior to Issue of the Subdivision Certificate which relates to any part of the Land being developed by the Landowners or Developers comprising (amongst other land) the 1000th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Glenmore Park Stage 2 as shown in a Plan of Subdivision for which the Subdivision Certificate is sought

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	Transfer of the Active Open Space Land (Lensworth portion)	Lensworth	<p>The earlier of the following events</p> <p>a. Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Lensworth comprising (amongst other land) the 450th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct A and Precinct B as shown in a Plan of Subdivision for which the Subdivision Certificate is sought</p> <p>or</p> <p>b. Prior to Issue of the Subdivision Certificate which relates to any part of the Land being developed by the Landowners or Developers comprising (amongst other land) the 1000th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Glenmore Park Stage 2 as shown in a Plan of Subdivision for which the Subdivision Certificate is sought</p>
	Transfer of the Active Open Space Land (Norwest Land portion)	Norwest Land	<p>The earlier of the following events</p> <p>a. Prior to Issue of the Subdivision Certificate which relates to that part of the Land being developed by Norwest Land comprising (amongst other land) the 500th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Precinct C, D and E as shown in a Plan of Subdivision for which the Subdivision Certificate is sought</p> <p>or</p> <p>b. Prior to Issue of the Subdivision Certificate which relates to any part of the Land being developed by the Landowners or Developers comprising (amongst other land) the 1000th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Glenmore Park Stage 2 as shown in a Plan of Subdivision for which the Subdivision Certificate is sought</p>

Annexure F - Specification Details

Annexure F	
1. General Specification – where applicable	
	<ul style="list-style-type: none"> • Penrith DCP 2006
	<ul style="list-style-type: none"> • Penrith DCP 2006 – Glenmore Park Stage 2
	<ul style="list-style-type: none"> • Penrith City Council Design and Construction Guidelines.
	<ul style="list-style-type: none"> • Penrith City Council Public Domain Lighting Policy
	<ul style="list-style-type: none"> • Austroad Guidelines (Road Design, Road Safety & Bridge Technology)
	<ul style="list-style-type: none"> • RTA Road Design Guide
	<ul style="list-style-type: none"> • RTA Specifications (Roadworks & Bridgeworks)
	<ul style="list-style-type: none"> • Disability Standards for Accessible Public Transport
	<ul style="list-style-type: none"> • Australian Rainfall & Runoff
	<ul style="list-style-type: none"> • Australian Standards
	<ul style="list-style-type: none"> • Building Code of Australia
2. Specification of Bradley Street from 200m West of The Northern Road to Surveyors Creek	
	<ul style="list-style-type: none"> • General Specification (as above)
	<ul style="list-style-type: none"> • Refer Penrith City Council DA 07/1625-01 issued 22/12/08
3. Specification for Bridge across Surveyors Creek from Precinct A to Precinct B	
	<ul style="list-style-type: none"> • General Specification (as above)
	<ul style="list-style-type: none"> • Refer Penrith City Council DA 10/1263 issued 15/2/11
4. Specification for Cycleway Bridge (across 100m corridor)	
	<ul style="list-style-type: none"> • General Specification (as above)
	<ul style="list-style-type: none"> • Refer Penrith City Council DA 10/1194 issued 28/3/11
5. Specification for Culvert from Glenmore Park Stage 1 to Precinct A	
	<ul style="list-style-type: none"> • General Specification (as above)

	<ul style="list-style-type: none"> Refer Penrith City Council DA 10/1230 issued 23/6/11 (for Stage 14)
6. Specification for Bridge across Surveyors Creek Bradley St to Precinct E	
	<ul style="list-style-type: none"> General Specification (as above)
	<ul style="list-style-type: none"> Refer Penrith City Council DA 10/0655 issued 4/11/10
7. Specification for Culvert for Precinct D to Precinct E	
	<ul style="list-style-type: none"> General Specification (as above)
	<ul style="list-style-type: none"> Refer Penrith City Council DA 10/1012
8. Specification for Culvert for Precinct G to Precinct H	
	<ul style="list-style-type: none"> General Specification (as above)
	<ul style="list-style-type: none"> Consistent with Penrith City Council DA 10/1012
9. Specification for Cycleways and Park Seats	
	<ul style="list-style-type: none"> General Specification (as above)
10. Specification for Bus Route Construction	
	<ul style="list-style-type: none"> General Specification (as above)
11. Specification for Embellishment of Corridor Edge Park	
	<ul style="list-style-type: none"> General Specification (as above)
	<ul style="list-style-type: none"> Refer Penrith City Council DA 10/1194 issued 28/3/11 Other Corridor edge parks – consistent with DA10/1194
12. Specification for Embellishment of Jacaranda Park	
	<ul style="list-style-type: none"> General Specification (as above)
	<ul style="list-style-type: none"> Refer Penrith City Council DA 10/0299 issued 3/11/10
	<ul style="list-style-type: none">
13. Specification for Embellishment of Neighbourhood Parks (Linear and Precinct E/H)	

	<ul style="list-style-type: none"> • General Specification (as above)
	<ul style="list-style-type: none"> • See attached detail
14. Specification for Bradley St (200m)	
	<ul style="list-style-type: none"> • General Specification (as above)
	<ul style="list-style-type: none"> • See attached J Wyndham Prince plan No 8477/SKR22 dated 1/12/2011 in so far as the plan refers to works in Bradley Street, as amended through recommendations of the Road Safety Audit undertaken by Traffic Solutions Pty Ltd dated 26 March 2012, REF 11.12.073
15. Specification for Interim Intersection Works	
	<ul style="list-style-type: none"> • General Specification (as above)
16. Specification for Embellishment of the Active Open Space to Level One	
	<ul style="list-style-type: none"> • General Specification (as above)
	<ul style="list-style-type: none"> • See attached detail



**PENRITH
CITY COUNCIL**

Serving Our Community

**GLENMORE PARK STAGE 2
PARK AND SPORTSFIELD
CONSTRUCTION GUIDELINES**

**Penrith City Council
Administration Centre
601 High Street,
Penrith NSW 2750**

GLENMORE PARK STAGE 2 ~ SPORTSFIELDS

Preamble:

The construction of sportsfields is a critical element in meeting the demands of organised sport that will be generated by the new population in this area. The sportsfields need to be designed with a degree of flexibility to meet current and future sporting demands. It is anticipated that these facilities will have a high level of utilisation and as such require high quality construction to ensure they are sustainable in the longer term. The facility will provide a social hub for the community and be pivotal in the creation of a sense of 'community'.

These guidelines provide guidance for constructing local sportsfields on public land in the Penrith Local Government Area. Occasional site specific matters may require additional considerations. All work is to comply with the relevant Australian Standards.

CONSTRUCTION GUIDELINES

Subgrade:

The slope of the subgrade shall be continuous with no depressions or minor ridges. The subgrade shall be consolidated to no more than 95%MMDD and the use of rollers and heavy machinery is not encouraged. This subgrade must drain, therefore must not be over compacted while achieving a stable and true bed for the subsequent addition of sportsground topsoil. Some differential settlement of the subgrade may occur and cause depressions and ponding at a later date. This is more preferable than a base that will not drain and badly affects the playing fields performance. Depressions can be top dressed out of the playing field surface.

Once the subgrade levels are achieved, the subgrade shall be ripped to 350mm and lightly harrowed to break up large clods. Ripping and harrowing of the consolidated subgrade is necessary to ensure the base will drain. If there have been areas where the base has been over compacted or glazed by the use of heavy machinery, these shall be broken up to allow drainage down through the profile to occur.

The subgrade shall not be worked when it is wet. This is of paramount importance and shall be written into the specifications and supervised to ensure compliance. Large machines such as large bulldozers and large scrapers shall not be used and this shall be included in the specification. It shall also be strictly supervised because if used it will compact the base and this has long term effects on drainage.

Ripping does not adversely affect the initial consolidation if done uniformly over the whole surface. Any minor inconsistencies in the resultant subgrade surface can be adjusted within the sportsground topsoil depth.

Once the subgrade has been ripped, gypsum shall be added at the rate of 500g per square metre. This applies to all subgrades.

Irrigation shall be installed after the subgrade has been ripped. The irrigation shall not be installed until the subgrade has been ripped as this seriously inhibits the proper ripping of the whole subgrade. This process may make it a little more difficult for the irrigation trenching; however, this sequence of works shall not be compromised.

Topsoil:

Sportsfields shall be finished with sportsground topsoil as defined below. Topsoil depth shall not be less than 200mm.

The depth of sportsground topsoil may be reduced in those instances where site soil has been tested and complies with sportsground topsoil as specified. Written approval from the Parks Manager is required before varying the sportsground topsoil depth. The depth of sportsground topsoil shall not be less than 200mm. The sportsground topsoil shall be a sandy loam and must have the following properties:-

1. A drainage rate of 50mm/hr (minimum) to 300mm/hr (maximum);
2. A pH of between 6 and 7;
3. An even range of friable soil particle size that limits compaction and loss of drainage capabilities and encourages root development;
4. An Organic Carbon content of between 2% and 4%;
5. A calcium Base saturation of between 65% and 75% (1100ppm – 1300ppm);
6. A Magnesium Base Saturation of between 10% and 16% (150ppm – 180ppm);
7. A Potassium Base Saturation of between 3% and 5% (180ppm – 216ppm);
8. A Sodium Base Saturation less than 3% (less than 70ppm)

Surface Slope:

The playing surface should have a slope of between 1:70 and 1:100 over a distance of no more than 70 metres. Surface slope should be parallel to the subgrade slope and be of uniform depth.

Turf Species:

The preferred turf species is Kikuyu, particularly for football fields. All turf is to be weed free and all plastic netting in turf rolls is to be removed prior to laying.

Irrigation:

An automated commercial grade pop-up irrigation system suitable for use on Council Sportsfields is to be installed on all fields. The system is to be fitted with moisture detectors and be capable of delivering 25mm of irrigation water per week during peak demand times of Class A water. A subsurface irrigation system will be considered as a suitable alternative irrigation system.

Sports Lights:

Unless otherwise specified, all sports field areas are to be provided with sports lights that meet the minimum requirement of 100lux for competitive competition - AS 2560. The selected lighting system must meet Penrith City Council approval. Lighting poles shall be situated a preferred minimum distance from the field of play and are to be accessible for future maintenance. (See AS 2560.2.3-2007)

Field Size and Orientation

All playing fields to be orientated in a north – south direction.

The playing field area located in the southern portion of the recreation precinct shall be a minimum of 130 metres (north/south direction) x 156 metres (east/west direction).

The playing field area located on the northern portion of the recreation precinct shall be constructed largely in accordance with the dimensions shown in the Active Open Space Concept Plan – Bradley Ridge – July 2010. The site will have the capacity to accommodate an Australian Rules Football Field 165m x 135m and an athletics track sized area of 176m x 92m, with a run-off between the field boundary and any obstruction of 5 metres. Provision of space for the inclusion of shot putt, discuss and long jump area (as shown in the plan) is required.

Car Parking:

All sportsfields in the Penrith Local Government area should be supported by sealed car parks. Pavement to be designed as "flexible" pavement with 30mm asphaltic concrete or suitable alternative seal.

The number of formal car spaces per two field facility – 120 - 160
Stormwater drainage to generally drain to bio-retention grassed or vegetated swales for water quality improvement.
Wheel stops are to be constructed at ends of car parking bays to protect grass swales.

Line marking is to be provided to delineate parking spaces.

Car parking should be separate to access roads.

Pedestrian crossings are to be marked.

Pavilion / Shade Structures:

Tension membrane structures are to be fire and UV resistant and are to be accessed by ladder only.

Fixed shade structures are to be steel framed only and are to be selected from Council's preferred supplier catalogues (Forpark or Landmark). Shade structures to be supplemented with sympathetic tree planting.

Children's Playground (including surfacing):

To be provided in conjunction with shade structure, equipment is to be solar stabilized plastics, aluminium or stainless steel. Equipment is to be selected from Council's preferred suppliers catalogues (Forpark, Moduplay or A-Play) and is to be in accordance with the Australian Standards. Impact absorbing material under the equipment is to be wet pour rubber to a colour to be specified which is to comply with the Australian Standards.

Seating is to be provided in a suitable location adjacent to the playground.

The playground should incorporate 'all abilities' design principles and be influenced by the age of potential users.

The siting of the playground should not infringe upon adjacent residential properties or participants in organised sport.

Fencing:

Chain wire fences and gates shall conform to AS1725. All chain wire fencing and gates, and safety net fencing and gates shall be installed to manufacturer's specification. Fencing will be required to meet sport specific requirements as defined by Council's Recreation Manager.

Galvanised steel post and rail fencing is to be 900mm high with top rail only which is to be fixed securely to the posts to prevent vandalism.

Amenity Building

Amenities(Player toilets/showers)

2 x 25m² including 3 showers per amenity area. Preference is for cubicle showers to cater for mixed gender use. A minimum 2 urinals and 2 pans should be provided for each area. As facilities are likely to be used by mixed genders, urinals may be replaced by an additional toilet pan.

Change rooms

2 x 45m² including clothing or bag hooks and seating (bench) around the perimeter of the room.

External covered viewing area

75m² - size will be determined by crowd and member numbers. Objective is to provide adequate space for viewing the playing field whilst providing sufficient protection from the weather especially around the canteen/kiosk opening.

First Aid/Medical

15m² facilities should include a sink, wash basin, space for an examination bench, mobile light above examination bench, sharp disposal container, disposal unit for bloodied dressings, soap dispenser, hand towel dispenser.

Kiosk

25m² facility designs will require Local Government approval. Access to storage immediately adjacent to the kiosk and internal/external servery is paramount.

Meeting Room

30m² the inclusion of an administration/meeting room is required to facilitate club management.

Public Toilets

Male 20m², Female 20m², Disabled (to standards)

Storage

2 x 25m² internal and externally accessible storage areas are needed that provide adequate space for seasonal storage of club equipment, files, stock and other material. An externally accessible storage facility is important for maintenance equipment, materials and secure services. Storage areas need to have more than one secure area to accommodate multiple users.

Referees rooms

1 x 20m² – a minimum of one shower within a lockable cubicle to accommodate both genders. A toilet, hand basin, bench seating and clothing hooks are also to be provided.

Utility Room

5m²+ cleaners sink, hot and cold water, shelving, hooks and drainage.

ACTIVE OPEN SPACE EMBELLISHMENT TO LEVEL ONE includes the following elements:

- Bulk earthworks, site forming and drainage works across the Southern playing fields area in accordance with DA 10/1012 approved 24 February 2011
- Carpark construction in accordance with DA 10/1012 approved 24 February 2011
- Sports field final layers and turf to the southern playing fields.
- Irrigation and lighting to the southern playing field area
- Landscaping, footpaths and playground within Norwest site and Bradley Street in accordance with Approved Bradley Ridge Precinct D & E Concept Plan Report (Sketch by Context - page 20)

GLENMORE PARK STAGE 2 ~ NEIGHBOURHOOD PARK – LINEAR PARK

Preamble:

This linear park provides a link to the riparian corridor. This park is primarily passive in nature and provides pedestrian and pathway links to the riparian corridor. This park should have good passive surveillance and provide the opportunity for casual meetings, bike and pedestrian access and be sympathetic to the environmental significance of the adjoining riparian corridor.

These guidelines set out design standards for landscaping and embellishment of subdivision land that is to be dedicated to Council as Public Reserve. All work is to comply with the relevant Australian Standards. Prior to any construction work being commenced the following drawings are the MINIMUM submission required:-

1. Site Plan and Site Analysis
2. Layout plan showing landscape settings chosen for the site, FSL contours, paths, edges, surfacing, planting beds, hose cocks, structures and furniture generally in accordance with the criteria set out below.
3. Planting Sheet showing existing vegetation retention plan, mulch and groundcover proposals, plus new coded planting schedule – location, species, sizes and protective guards.

CONSTRUCTION GUIDELINES

Site Works:

Strip topsoil, re-contour as per design, prepare subgrade and construct retaining walls. Re-contoured areas should be mow able with a gradient not to exceed 1 in 6.

Drainage:

Construct drainage swales, pipelines and pits, and subsoil drains as required. Drainage works are to prevent ponding of water and allow grassed areas to be maintained on a regular basis.

Top soil, tree planting and garden beds:

Topsoil is to be respread and the areas are to be re-grassed wherever any of these have been re-contoured.

Prepare garden beds by ripping to a depth of 400mm and mulch to a depth of 100mm. Supply and install all plant species as tube stock in areas as indicated on the plan. Any imported topsoil should be a 'Garden Mix' variety.

Gardens should be low maintenance, low water requirement, NPK requirement. Avoid designs that require hand weeding.

Trees should be endemic (preferably) or exotic shade / deciduous planting.

Planting should consider aesthetic symmetry, spatial definition, surveillance, shade and microclimate.

Excavate planting holes for trees to the sizes specified and backfill with garden soil mix as specified. Provide 2400x50x50 hwd stakes and secure with 50mm hessian ties.

Plant Establishment:

All trees, shrubs and groundcover planting is to be maintained for a period of twelve months after handover to Council. The work is to include watering, mulching and replacement of dead and dying plants for the maintenance period.

Signage, furniture, bicycle parking:

All signage is to be in accordance with PCC standard requirements.

Seating is to be of low maintenance material, and to be selected from Council's preferred supplier catalogue (Forpark or equivalent).

Cycle racks used in parks are to be secure and convenient to use.

Footpaths:

Footpaths are to be 1500mm wide and 100mm depth concrete. Alternative construction of 125mm compaction gravel with 30mm AC5 surfacing will be considered.

Cycle paths:

A 2500mm wide cycle path is to be constructed through the reserve as part of the linkage between the road network and the existing Mulgoa Nature Reserve.

GLENMORE PARK STAGE 2 ~ Precincts D & E NEIGHBOURHOOD PARK

Preamble:

This neighbourhood park is framed mainly by streetscapes with a large portion of its catchment located within safe walking and cycling distance. This park should provide good passive surveillance, provide opportunities for play, exercise, picnics, casual meetings and relaxation.

The park must be designed to optimise public access, prevent the entry of unauthorised access or inappropriate users and facilitate the access of maintenance vehicles.

The park design and construction should be consistent with the Neighbourhood Park Concept plan provided in the Bradley Ridge – Precincts D & E Concept plan report that focuses on the key functions of conservation, urban design and community.

The following guidelines set out design standards for landscaping and embellishment of subdivision land that is to be dedicated to Council as Public Reserve. All work is to comply with the relevant Australian Standards. Prior to any construction work being commenced the following drawings are the minimum submission required:-

1. Site Plan and Site Analysis
2. Layout plan showing landscape settings chosen for the site, FSL contours, paths, edges, surfacing, planting beds, hose cocks, structures and furniture generally in accordance with the criteria set out below.
3. Planting Sheet showing existing vegetation retention plan, mulch and groundcover proposals, plus new coded planting schedule – location, species, sizes and protective guards.

CONSTRUCTION GUIDELINES

Site Works:

Strip topsoil, re-contour as per design, prepare subgrade and construct retaining walls. Re-contoured areas should be mow able with a gradient not to exceed 1 in 6.

Drainage:

Construct drainage swales, pipelines and pits, and subsoil drains as required. Drainage works are to prevent ponding of water and allow grassed areas to be maintained on a regular basis.

Water Supply and Bubblers:

Supply and install water supply lines with taps and bubblers as per design. Taps and bubblers to have spring loaded operating handles, and fixed to vandal proof stands. Concrete splash pads are to be installed at the base of all taps and bubblers.

Top soil, tree planting and garden beds:

Topsoil is to be respread and the areas are to be re-grassed wherever any of these have been re-contoured.

Prepare garden beds by ripping to a depth of 400mm and mulch to a depth of 100mm. Supply and install all plant species as tube stock in areas as indicated on the plan. Any imported topsoil should be a 'Garden Mix' variety.

Gardens should be low maintenance, low water requirement, NPK requirement. Avoid designs that require hand weeding.

Trees should be endemic (preferably) or exotic shade / deciduous planting. Planting should consider aesthetic symmetry, spatial definition, surveillance, shade and microclimate.

Excavate planting holes for trees to the sizes specified and backfill with garden soil mix as specified. Provide 2400x50x50 hwd stakes and secure with 50mm hessian ties.

Plant Establishment:

All trees, shrubs and groundcover planting is to be maintained for a period of twelve months after handover to Council. The work is to include watering, mulching and replacement of dead and dying plants for the maintenance period.

Fencing:

Pool type safety fencing is to be provided to playground areas to confine infant play and separate pedestrians and cyclists from hazards.

Signage, furniture, bicycle parking:

All signage is to be in accordance with PCC standard requirements.

Seating is to be of low maintenance material, and to be selected from Council's preferred supplier catalogue (Forpark or equivalent).

Cycle racks used in parks are to be secure and convenient to use.

Footpaths:

Footpaths are to be 1500mm wide and 100mm depth concrete. Alternative construction of 125mm compaction gravel with 30mm AC5 surfacing will be considered.

Pavilion / Shade Structures:

Tension membrane structures are to be fire and UV resistant and are to be accessed by ladder only.

Fixed shade structures are to be steel framed only and are to be selected from Council's preferred supplier catalogues (Forpark or Landmark). Shade structures to be supplemented with sympathetic tree planting.

Children's Playground (including surfacing):

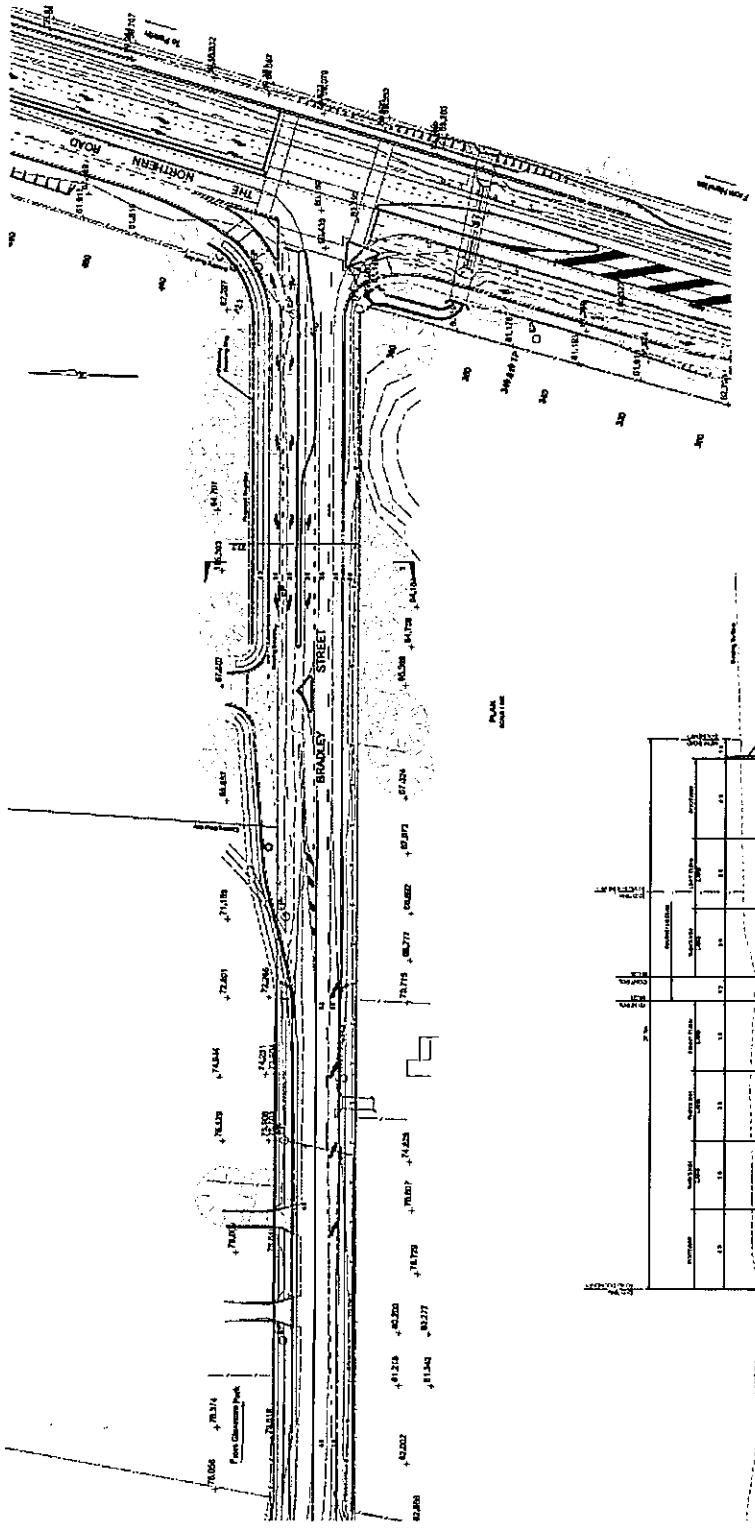
To be provided in conjunction with shade structure, equipment is to be solar stabilized plastics, aluminium or stainless steel. Equipment is to be selected from Council's preferred suppliers catalogues (Forpark, Moduplay or Playspace) and is to be in accordance with the Australian Standards. Impact absorbing material under the equipment is to be wet pour rubber to a colour to be specified which is to comply with the Australian Standards.

Seating is to be provided in a suitable location adjacent to the playground.

The playground should incorporate 'all abilities' design principles and be influenced by the age of potential users.

The location of the playground should not infringe upon adjacent residential properties.

DRAFT



NO.	DESCRIPTION	AREA	PERCENT	TOTAL AREA
1	EXISTING BUILDING	1.2	100.00	1.2
2	NEW BUILDING	1.8	150.00	3.0
3	EXISTING DRIVEWAY	0.5	41.67	0.5
4	NEW DRIVEWAY	0.5	41.67	1.0
5	EXISTING PAVEMENT	0.5	41.67	0.5
6	NEW PAVEMENT	1.0	83.33	1.5
7	EXISTING LANDSCAPE	0.5	41.67	0.5
8	NEW LANDSCAPE	1.0	83.33	1.5
9	EXISTING UTILITY	0.5	41.67	0.5
10	NEW UTILITY	1.0	83.33	1.5
11	EXISTING CURB	0.5	41.67	0.5
12	NEW CURB	1.0	83.33	1.5
13	EXISTING SIDEWALK	0.5	41.67	0.5
14	NEW SIDEWALK	1.0	83.33	1.5
15	EXISTING FENCE	0.5	41.67	0.5
16	NEW FENCE	1.0	83.33	1.5
17	EXISTING SIGN	0.5	41.67	0.5
18	NEW SIGN	1.0	83.33	1.5
19	EXISTING LIGHT	0.5	41.67	0.5
20	NEW LIGHT	1.0	83.33	1.5

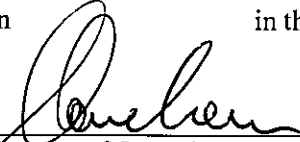
J WYNDHAM PRINCE
 CONSULTING ENGINEERS & ARCHITECTS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202

CLARENCE PARK
 PRELIMINARY CONCEPTUAL
 SITE PLAN FOR IMPROVING ROAD


84775KR22

Executed as a Deed.

The common seal of
The Council of The City of Penrith
was affixed under a resolution passed by Council
on _____ in the presence of:

X 

Signature of General Manager

X 

Signature of Mayor

X ALAN STONEHAM

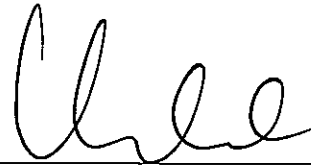
[insert]

X MARK DAVIES


[insert]

EXECUTED by Lensworth Glenmore Park Limited by the party's attorney pursuant to power of attorney **BOOK 4537 No. 668**

who states that no notice of revocation of the said power of attorney has been received in the presence of:

X 

Signature of witness

X 

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

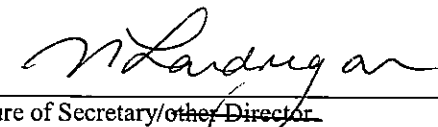
X VICTORIA EDGE

Full name of witness


X PHILLIP HEBURN

Full name of attorney

Executed by Mulpha FKP Pty Limited in accordance with section 127 of the *Corporations Act* by or in the presence of:

X 

Signature of Secretary/~~other Director~~

X 

Signature of Director or Sole Director and Secretary

X Narelle Maree Landrigan

Name of Secretary/~~other Director in full~~

X Evian Linda Delfabbro

Name of Director or Sole Director and Secretary in full

Executed by
Holicombe Pty. Limited
in accordance with section 127 of the *Corporations Act* by or in the presence of:

X
Signature of Secretary/other Director

X ADRIAN COLIN WEARN
Name of Secretary/other Director in full

X
Signature of Director or Sole Director and Secretary

X ROBERT J WEARN
Name of Director or Sole Director and Secretary in full

Executed by
Glenmore Park Creek Developments Pty Limited in accordance with section 127 of the *Corporations Act* by or in the presence of:

X
Signature of Secretary/other Director

X ROBERT J WEARN.
Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

Name of Director or Sole Director and Secretary in full

Signed sealed and delivered by
Sergio Vianello
in the presence of:

X
Signature of Witness

X PHILLIP ROBERT BROPHY
Name of Witness in full
SOLICITOR PARAMATTA

Signed sealed and delivered by
Assunta Vianello
in the presence of:

X
Signature of Witness

X PHILLIP ROBERT BROPHY
Name of Witness in full

X
Signature

X A. Vianello
Signature


Executed by
Vianello Holdings Pty Limited
in accordance with section 127 of the Corporations
Act 2001 (Cth):


X EMILIO VIANELLO
Full name of sole director and company secretary who
states that he or she is the sole director and sole company
secretary of **Vianello Holdings Pty Limited**

Executed by
Mint Holdings Pty. Limited
in accordance with section 127 of the *Corporations*
Act by or in the presence of:

X 
Signature of Secretary/other Director

X BEE HONG LEO
Name of Secretary/~~other Director~~ in full

X 
Signature of sole director and sole company
secretary

X 
Signature of Director/ ~~Secretary~~

X SOON SINN GOH
Name of Director/ ~~Secretary~~ in full





