



Planning Agreement – Village Green Land at Tallawong Station Precinct South

Exhibition Draft March 2021

Blacktown City Council

Deicorp Projects (Tallawong Station) Pty Ltd ABN 73 630 425 955

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(a)	with or without companion animals (as defined in the <i>Companion Animals Act 1998</i>) or other small pet animals; and	35
(b)	on foot without vehicles (other than wheelchairs or other disabled access aids);	35

THIS PLANNING AGREEMENT is made on

2021,

Between

Blacktown City Council ABN 18 153 831 768 of 62 Flushcombe Road, Blacktown 2148 (**Council**); and

Deicorp Projects (Tallawong Station) Pty Ltd ACN 630 425 955 of Level 3, 161 Redfern Street, Redfern (**Developer**)

Background

- A The Developer owns the Stage 1 Land which comprises part of the Land.
 - B The Land is known as Tallawong Station Precinct South.
 - C On 21 February 2019, the then Minister for Planning granted the SSDA Concept Consent.
 - D On 15 July 2020, the Developer purchased the Stage 1 Land from Sydney Metro.
 - E On 19 May 2020, the Developer lodged the DA with the Department.
 - F The Developer and Council have agreed that the Developer will retain ownership of the Village Green Land (which includes the Park Land and the Road Land), subject to the terms of this Planning Agreement.
 - G This Planning Agreement documents public benefits to be provided by the Developer in connection with the DA and the terms upon which the parties agree that the Developer will retain ownership of the Village Green Land.
-

Operative provisions

The parties agree as follows:

1 Interpretation

1.1 Definitions

In this document these terms have the following meanings:

Act The *Environmental Planning and Assessment Act 1979* (NSW).



Approval Any consent, licence, permit or other approval required under any statute, rule, regulation, proclamation, ordinance or by-law (whether federal, State or local) or by an Authority.

Authority Any federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Business Day A day which is not a Saturday, Sunday or bank or public holiday in Sydney.

Commencement Date Means the date this document (other than clause 5.2) commences under clause 3.

Confidential Information means:

- (a) information of a party (**disclosing party**) that is:
 - (i) made available by or on behalf of the disclosing party to the other party (**receiving party**), or is otherwise obtained by or on behalf of the receiving party; and
 - (ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;
- (b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or
- (c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

Construction Certificate has the same meaning as in the Act.

DA	Development Application SSD-10425 lodged by the Developer in relation to the Land, which seeks Development Consent for a mixed use development comprising residential apartments, commercial uses, public domain works and landscaping including a public park, including any modifications to that application and including any other development application within the meaning of the Act for the same or substantially the same development on the Land.
Dealing	Means selling, transferring or assigning any part of the Land by the Developer other than a Final Lot.
Department	The NSW Department of Planning, Industry and Environment or any other department replacing it from time to time.
Development Consent	Has the same meaning as in the Act.
Easement	Means the easement to be created on the Village Green Land upon registration of the Section 88B Instrument.
Final Lot	Means a strata lot or a community title lot created on the Land for separate residential or commercial occupation and disposition and which is not proposed to be further subdivided.
Government Agency	Means: (a) a government or government department or other body; (b) a governmental, semi-governmental or judicial person; or (c) a person (whether autonomous or not) who is charged with the administration of a law.
GST	Has the same meaning as in the GST Law.
GST Law	Has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act

	or regulation relating to the imposition or administration of the GST.
Just Terms Act	The <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).
Land	Lots 293 and 294 in DP 1213279.
Lot 1	Land labelled "Commercial Lot 1" in Annexure F Building Stratum Subdivision Plan of Lot 294 in DP1213279 Revision 8 dated 9 December 2020 prepared by Daw & Walton.
LRS	NSW Land Registry Services or any other Government Agency replacing it.
Occupation Certificate	has the same meaning as in the Act.
Operational Maintenance Plan	means the plan in Annexure B
Park Land	The land labelled "Park Land" in Annexure A Stage 1 Site Plan prepared by Turf Design Studio, Plan L-DA-17, Issue G, November 2020.
Party	A party to this document, including their successors and assigns, but only to the extent that assignment is permitted under clause 11 .
Regulation	The <i>Environmental Planning and Assessment Regulation 2000</i> (NSW).
Road Land	Land labelled "Road Land" in Annexure A Stage 1 Site Plan prepared by Turf Design Studio, Plan L-DA-17, Issue G, November 2020.
Section 88B Instrument	means a section 88B instrument registered on the title to the Village Green Land which is in the same terms as (or in terms agreed by the Parties which are substantially consistent with) the terms of the draft 88B instrument contained in Annexure E
SSDA	State Significant Development Application 9063.

SSDA Concept Consent	Approval granted to the SSDA by the then Minister for Planning on 21 February 2019.
Stage 1	means Stage 1 of the development the subject of the DA as shown on the staging plan in Annexure C.
Stage 1 Land	means the land shown as "Stage 1" on the staging plan in Annexure C.
Stage 2	means Stage 2 of the development the subject of the DA as shown on the staging plan in Annexure C.
Stage 2 Land	means the land shown as "Stage 2" on the staging plan in Annexure C.
Tax	A tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.
Village Green Land	the land comprised of the Park Land and the Road Land, being part of Lot 294 DP 1213279 shown on plan L-DA-17, Issue C May 2020 prepared by Turf Design Studio at Annexure A.

1.2 Rules for interpreting this document

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) A reference to **including** means "including, without limitation".
- (h) A reference to **dollars** or \$ is to an amount in Australian currency.
- (i) A reference to this document includes the agreement recorded by this document.
- (j) Words defined in the GST Act have the same meaning in clauses about GST.
- (k) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2 Application of the Act and the Regulation

2.1 Application of this document

This document is a Planning Agreement within the meaning of section 7.4 of the Act and applies to:

- (a) the Land; and
- (b) the DA.

2.2 Public Benefits to be provided by Developer

Clause 5 sets out the details of the public benefits to be provided by the Developer and the conditions pursuant to which the Developer will retain ownership of the Village Green Land.

2.3 Application of sections 7.11, 7.12 and 7.24 of the Act

- (a) The application of sections 7.11, 7.12 and 7.24 of the Act are not excluded.

- (b) The parties agree and acknowledge that the provision of the public benefits with respect to the Village Green Land by the Developer under this document does not entitle the Developer (or any future owner or developer of the Land) to any offset or reduction in contributions imposed under sections 7.11 or 7.12 of the Act and those public benefits are not to be taken into account in determining any development contribution under s7.11 of the Act.

2.4 Council rights

This document does not impose an obligation on the Council to:

- (a) grant Development Consent for the DA; or
- (b) exercise any function under the Act in relation to a change to an environmental planning instrument, including the making or revocation of an environmental planning instrument.

2.5 Explanatory note

The explanatory note contained in Schedule 3 and prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this document.

3 Operation and commencement of this planning agreement

- (a) This document will commence when both Parties have executed the same copy of this document or each have executed separate counterparts of this document and exchanged counterparts.
- (b) Notwithstanding clause 3(a) above, clause 5.2 of this document commences when a Construction Certificate is issued for any Development Consent for the Development.
- (c) The Parties are to insert the date when this document (other than clause 5.2) commences on the front page and the execution page.

4 Warranties

4.1 Mutual warranties

Each party represents and warrants that:

- (a) **(power)** it has full legal capacity and power to enter into this document and to carry out the transactions that it contemplates;
- (b) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;

- (c) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
 - (iii) enable it to properly carry on its business as it is now being conducted,
 and it is complying with any conditions to which any of these Authorisations is subject;
- (d) **(documents effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) **(no controller)** no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

5 Public Benefits - Agreement in relation to Village Green Land

5.1 Developer to retain Village Green Land

The parties agree that the Developer will retain the ownership of the Village Green Land, subject to complying with the requirements in clause 5.2.

5.2 Developer's obligations regarding Village Green Land

If a Construction Certificate is issued in respect of any Development Consent that is granted to the DA, the Developer agrees to do all things reasonably necessary to ensure that:

- (a) the Park Land has an area of not less than 3,411 sqm at all times;
- (b) the Section 88B Instrument is registered on the title for the Village Green Land prior to the issue of the first Occupation Certificate for Stage 1;
- (c) the terms of the Easement and the restriction on use in respect of the Village Green Land contained in the Section 88B Instrument are complied with at all times;
- (d) integrated signage is provided on the Village Green Land in locations 1-3 shown on the plan in Annexure D with the signage noting public access, private ownership and contact number for queries, complaints and maintenance enquiries;

- (e) the extent of maintenance responsibility for the Village Green Land is clear and easily defined on the ground for the maintenance crews that are to be appointed by the Developer as set out in the Operational Maintenance Plan;
- (f) the Operational Maintenance Plan in relation to the Park Land is submitted to and approved by Council prior to the issue of the first Occupation Certificate for Stage 1 to ensure minimum standards of maintenance are met for all assets within the Park Land.

5.3 No Compensation

For the avoidance of doubt the Developer agrees that it is not entitled to any compensation as a result of the registration of the Section 88B Instrument and the carrying out of the obligations under clause 5.2, and the Developer further agrees that it will not make any application for Council to acquire the Village Green Land under the Just Terms Act.

6 Dispute Resolution

6.1 Reference to dispute

If a dispute arises between the Parties in relation to this document, then the Parties must resolve that dispute in accordance with this clause.

6.2 Notice of dispute

A dispute arises if a Party notifies the other in writing of:

- (a) the intent to invoke this clause;
- (b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause; and
- (c) the outcomes which the notifying Party wishes to achieve (if practicable).

6.3 Representatives of Parties to meet

- (a) Within 10 Business Days of receipt of notice under **clause 6.2** a representative of the Developer and a representative of the Council must meet at least once to attempt to resolve the dispute.
- (b) The representative of the Developer and representative of the Council may meet more than once to resolve a dispute. The representative of the Developer and representative of the Council may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.
- (c) If the Parties have not resolved the dispute within a further 20 Business Days, the dispute must be mediated in accordance with clause 6.4.

6.4 Mediation

- (a) The Parties must mediate the dispute in accordance with the Australian Centre for International Commercial Arbitration (**ACICA**) Mediation

Rules. The mediation will take place in Sydney, Australia and be administered by the ACICA;

- (b) Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation and bear equally the costs of the mediator

6.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under **clause 6.2** then any Party which has complied with the provisions of this **clause 6** may in writing terminate any dispute resolution process undertaken under this **clause** and may then commence court proceedings in relation to the dispute.

6.6 Not use information

The Parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement under this **clause 6** is to attempt to settle the dispute. No Party may use information or documents obtained through any dispute resolution process undertaken under this **clause 6** for any purpose other than in an attempt to settle the dispute.

6.7 No prejudice

This **clause 6** does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this document.

6.8 Expert Determination

- (a) This clause applies to a dispute between the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
 - (i) the Parties to the dispute agree that it can be so determined, or
 - (ii) the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the dispute gives a written opinion that the dispute can be determined by a member of that body,and if this clause applies, clauses 6.2, 6.3 and 6.4 do not apply.
- (b) A dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- (c) If a notice is given under clause (b), the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- (d) If the dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- (e) The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.

- (f) Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- (g) The Parties are to share equally the costs of the President, the expert, and the expert determination.

7 Security

7.1 Registration of this document

The Developer:

- (a) consents to the registration of this document at the NSW Land Registry Services on the certificates of title to the Stage 1 Land; and
- (b) must ensure that all documents necessary to register this document on the certificates of title to the Stage 1 Land are lodged with Land Registry Services within 20 Business Days of the Commencement Date, and must do all things reasonably necessary to register this document on the certificates of title to the Stage 1 Land.

7.2 Compulsory acquisition

- (a) If the Developer does not comply with its obligation under clause 5.2(b) in so far as it relates to the Easement, the Developer consents to the Council or the Council's nominee, compulsorily acquiring the Easement in accordance with the Just Terms Act for an amount of \$1.
- (b) The Developer and the Council (or the Council's nominee, as appropriate), agree that:
 - (i) this **clause 7.2** is taken to be an agreement between them for the purpose of section 30 of the Just Terms Act; and
 - (ii) in this **clause 7.2**, they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) The Developer indemnifies and agrees to keep indemnified the Council (and the Council's nominee, where applicable) against all claims for compensation under the Just Terms Act made against the Council (or the Council's nominee) as a result of any acquisition by the Council (or the Council's nominee) of the Easement under this **clause 7.2**.
- (d) The Developer must pay to the Council (or the Council's nominee), within 20 Business Days of a written demand, an amount equivalent to all reasonable costs, charges and expenses incurred by the Council (or the Council's nominee) in acquiring the Easement under this **clause 7.2** of and the quantum of all determined claims against the Council (or the Council's nominee) in exercising acquisition rights under this **clause 7.2**.

7.3 Release of this document

- (a) If the Council is satisfied that the Developer has complied with its obligations under clauses 5.2(b), (d) and (f) above, within ten (10)



Business Days of a written request from the Developer the Council must promptly do all things reasonably required to allow the Developer to remove this document from the certificates of title to the Stage 1 Land, (other than the Village Green Land and Lot 1).

- (b) The Council must allow the Developer to remove this document from the certificates of title to the Stage 1 Land if the Developer has not obtained a Construction Certificate in relation to the Development Consent granted to the DA and either:
 - (i) Development Consent is refused to the DA; or
 - (ii) the Development Consent for the DA has lapsed; or
 - (iii) the Development Consent for the DA has been surrendered in accordance with the Act,

and the Developer confirms in writing to Council that no further DA is to be lodged.

8 Enforcement

8.1 Enforcement by any Party

- (a) Without limiting any other remedies available to the Parties, this document may be enforced by any Party in any court of competent jurisdiction.
- (b) If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
 - (i) specifying the nature and extent of the breach,
 - (ii) requiring the Developer to:
 - (A) rectify the breach if it reasonably considers it is capable of rectification, or
 - (B) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification, and
 - (iii) specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- (c) If the Developer fails to fully comply with a notice referred to in clause 8.1(b) the Council may take action to enforce this document to have the Developer remedy the breach.
- (d) Any costs incurred by the Council in remedying a breach in accordance with this clause 8.1 must be paid by the Developer to Council within 7 days of a written demand from the Council for those costs, or may be

recovered by the Council as a debt due in a court of competent jurisdiction.

- (e) For the purpose of clause 8.1(d), the Council's costs of remedying a breach the subject of a notice given under clause 8.1(b) include, but are not limited to:
 - (i) the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - (ii) all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - (iii) all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

9 Confidentiality and Disclosures

9.1 Use and disclosure of Confidential Information

A party (**receiving party**) which acquires Confidential Information of another party (**disclosing party**) must not:

- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this document; or
- (b) disclose any of the Confidential Information except in accordance with clauses 9.2 or 9.3.

9.2 Disclosures to personnel and advisers

- (a) The receiving party may disclose Confidential Information to an officer, employee, agent, contractor, or legal, financial or other professional adviser if:
 - (i) the disclosure is necessary to enable the receiving party to perform its obligations or to exercise its rights under this document; and
 - (ii) prior to disclosure, the receiving party informs the person of the receiving party's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.
- (b) The receiving party:
 - (i) must ensure that any person to whom Confidential Information is disclosed under clause 9.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 9.2(a); and
 - (ii) is liable for the actions of any officer, employee, agent, contractor or legal, financial or other professional adviser that causes a breach of the obligations set out in clause 9.2(b)(i).

9.3 Disclosures required by law

- (a) Subject to clause 9.3(b), the receiving party may disclose Confidential Information that the receiving party is required to disclose:
 - (i) by law or by order of any court or tribunal of competent jurisdiction; or
 - (ii) by any Government Agency, stock exchange or other regulatory body.
 - (iii) If the receiving party is required to make a disclosure under clause 15.3(a), the receiving party must:
 - (iv) to the extent possible, notify the disclosing party immediately it anticipates that it may be required to disclose any of the Confidential Information;
 - (v) consult with and follow any reasonable directions from the disclosing party to minimise disclosure; and
 - (vi) if disclosure cannot be avoided:
 - (A) only disclose Confidential Information to the extent necessary to comply; and
 - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

9.4 Receiving party's return or destruction of documents

- (a) On termination of this document the receiving party must immediately:
 - (i) deliver to the disclosing party all documents and other materials containing, recording or referring to Confidential Information; and
 - (ii) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,
- (b) which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.

9.5 Security and control

- (a) The receiving party must:
 - (i) keep effective control of the Confidential Information; and
 - (ii) ensure that the Confidential Information is kept secure from theft, loss, damage or unauthorised access or alteration.

9.6 Media releases

- (a) The Developer must not issue any information, publication, document or article for publication in any media concerning this document without the Council's prior written consent.
- (b) Where it is reasonable to do so having regard to its role as a public authority and its statutory duties, the Council will provide the Developer



with reasonable notice prior to the issue any information, publication, document or article for publication in any media concerning this document and will have regard the Developer's reasonable objections or comments:

10 Notices

10.1 Delivery

Any notice, consent, information, application or request that must or may be given or made to a Party under this document is only given or made if it is in writing and:

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

Council

Attention: Dennis Bagnall
Address: 62 Flushcombe Road, Blacktown NSW 2148
Fax Number: NA
Email: dennis.bagnall@blacktown.nsw.gov.au

Developer

Attention: Greg Colbran
Address: Deicorp
Level 4, 161 Redfern Street
Redfern
Fax Number: 02 8665 4100
Email: gcolbran@deicorp.com.au

10.2 Change of details

If a Party gives the other Party three Business Days' notice of a change of its address, email 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, emailed or faxed to the latest address, email address or fax number.

10.3 Giving of notice

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, two Business Days after it is posted.



- (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.
- (d) If it is sent by email, at the time the email was sent, provided the sender does not receive a delivery failure notice.

10.4 Delivery outside of business hours

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, or if on a Business Day, after 5.00 pm 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.

11 Assignment and dealings

11.1 Restriction on assignment and novation

- (a) The Developer must not:
 - (i) assign the rights or benefits; or
 - (ii) novate the burdens or obligations,
 of this document to any person, unless the requirements of **clause 11.1(b)** are met.
- (b) The parties to any assignment or novation of any rights, benefits, burdens or obligations under this document must enter into a deed with the Council confirming that it agrees in obtaining any rights or benefits, it will undertake all burdens and obligations under this Agreement.

11.2 Restriction on Dealings

- (a) This clause 11.2 ceases to have effect once this document is registered on the certificates of title to the Stage 1 Land in accordance with clause 7.1 of this agreement.
- (b) The Developer must not enter into any Dealing with any third party (**Transferee**) relating to its interests in any part of the Stage 1 Land unless the Developer has complied with the requirements of this **clause 11.2**.
- (c) Prior to entering into any Dealing relating to the Stage 1 Land:
 - (i) the Developer must give to the Council:
 - (A) written notice of its intention to enter into the Dealing;
 - (B) written notice of the identity of the proposed Transferee;
 - (C) written notice of the anticipated date of completion of the proposed Dealing; and
 - (D) a completed novation deed which the parties to the proposed Dealing intend to enter into with Council under which the Transferee agrees to comply with those

obligations of the Developer under this document as if the Transferee were the Developer (**Prepared Novation Deed**),

- (d) Within 10 Business Days of receiving a Prepared Novation Deed, the Council must give to the Developer written notice of whether the Council either consents to the Prepared Novation Deed or, acting reasonably, requires any amendments to be made to the Prepared Novation Deed and the Developer must provide to the Council a further Prepared Novation Deed that incorporates any such amendments or notify the Council that it no longer intends to proceed with the proposed Dealing.
- (e) Within 10 Business Days of receiving any further Prepared Novation Deed under clause 11.2(d), the Developer must give to the Council the final form of the Prepared Novation Deed, incorporating the Council's requested amendments under **clause 11.2(d)**.
- (f) At least 15 Business Days prior to the completion of the relevant Dealing (**Completion Date**), the Developer must give to the Council a duly executed copy of the Prepared Novation Deed that Council provided its consent to under this clause 11.2.
- (g) Prior to the Completion Date:
 - (i) any default by the Developer under this document in relation to the relevant part of the Stage 1 Land the subject of the proposed Dealing must be remedied by the Developer, unless that default has been waived expressly by the Council; and
 - (ii) the Developer and the Transferee must pay all costs reasonably incurred by the Council in relation to the Dealing and the Prepared Novation Deed, including, without limitation, legal and administrative costs.
- (h) As soon as reasonably practicable after receiving the executed Prepared Novation Deed and no later than 5 Business Days prior to the Completion Date, the Council must execute the Prepared Novation Deed and deliver a counterpart to the Developer.

12 GST

12.1 Construction

In this **clause 12**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
- (b) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a

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

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

12.2 Consideration GST exclusive

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

12.3 Payment of GST

If GST is payable on any supply made by:

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

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

12.4 Timing of GST payment

The amount referred to in **clause 12.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

12.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 12.3**.

12.6 Adjustment event

If an adjustment event arises in respect of a supply made by the Supplier under or in connection with this document, any amount that is payable under **clause 12.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

12.7 Reimbursements

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



- (b) This **clause 12.7** does not limit the application of **clause 12.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 12.7(a)**.

12.8 Calculations based on other amounts

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

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

12.9 No merger

This **clause 12** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

13 General provisions

13.1 Costs, expenses and stamp duty

- (a) The Developer is to pay the Council's costs of the negotiation, preparation, execution, stamping and carrying into effect of this document within 7 days of a written demand by Council.
- (b) The Developer is to pay the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

13.2 Entire agreement

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

13.3 Variation

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

13.4 Further acts

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 document and all transactions incidental to it.

13.5 Governing law and jurisdiction

This document and the transactions contemplated by this document are governed by and are to be construed in accordance with the laws applicable in New South Wales. The Parties irrevocably and unconditionally 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.

13.6 Joint and individual liability and benefits

Except as otherwise set out in this document, any agreement, covenant, representation or warranty under this document by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

13.7 No fetter

Nothing in this document will be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing will be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

13.8 Representations and warranties

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

13.9 Severability

If a clause or part of a clause of this document 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 or valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

13.10 Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. 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.

13.11 Effect of Schedules

The Parties agree to comply with any terms contained in Schedules to this document as if those terms were included in the operative part of the document.

13.12 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

13.13 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

13.14 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

13.15 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a Party under this document are cumulative and are in addition to any other rights of that Party.

13.16 Liability

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

13.17 Headings

Headings do not affect the interpretation of this document.

13.18 Effect of execution

This document is not binding on any Party unless it or a counterpart has been duly executed by each Party.

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SCHEDULE 1

Agreement Details

ITEM	TERM	DESCRIPTION
1.	Land	Lot 293 and Lot 294 in DP 1213279.
2.	Stage 1 Land	The land labelled "Stage 1" on plan L-DA-17, Issue C May 2020 prepared by Turf Design at Annexure A.
3.	Village Green Land	That part of Lot 294 DP 1213279 shown on plan L-DA-17, Issue C May 2020 prepared by Turf Design Studio labelled "Park Land" and "Road Land" at Annexure A.
4.	Development	Tallawong Station Precinct South, pursuant to the SSDA and any subsequent approvals (including but not limited to the DA)
5.	Council's Representative	Dennis Bagnall 62 Flushcombe Road Blacktown Dennis.bagnall@blacktown.nsw.gov.au
6.	Developer's Representative	Greg Colbran Deicorp Level 4, 161 Redfern Street Redfern gcolbran@deicorp.com.au
7.	Development Application	Development Application SSD-10425 lodged by the Developer on 19 May 2020 in relation to the Land, which seeks development consent for a mixed use development comprising residential apartments, commercial uses, public domain works and landscaping including a public park, or any other development application within the meaning of the Act for the same or substantially the same development of the Land.



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SCHEDULE 2

Requirements under the Act and Regulation

The below table summarises how this document complies with the Act and Regulation.

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
1.	Planning instrument and/or development application (section 7.4(1) of the Act) The Developer has: (a) sought a change to an environmental planning instrument; (b) made, or proposes to make, a development application; or (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) Yes (c) No
2.	Description of land to which this document applies (section 7.4(3)(a) of the Act)	Land.
3.	Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies (section 7.4(3)(b) of the Act)	The development the subject of the DA
4.	The nature and extent of the provision to be made by the developer under this document, the time or times by which the provision is to be made and the manner in which the provision is to be made (section 7.4(3)(c) of the Act)	See clause 5
5.	Whether this document excludes (wholly or in part) or does not exclude the application of section 7.11, 7.12 or 7.24 to the Development (section 7.4(3)(d) of the Act)	No
6.	Applicability of section 7.11 of the Act (section 7.4(3)(e) of the Act)	Yes



ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
7.	Consideration of benefits under this document if section 7.11 applies (section 7.4(3)(e) of the Act)	No
8.	Mechanism for Dispute Resolution (section 7.4(3)(f) of the Act)	See clause 6
9.	Enforcement of this document (section 7.4(3)(g) of the Act)	See clause 7 and 8
10.	No obligation to grant consent or exercise functions (section 7.4(9) of the Act)	See clause 2.4
11.	Registration of this document (section 7.6 of the Act)	See clause 7
12.	Whether certain requirements of this document must be complied with before a construction certificate is issued (clause 25E(2)(g) of the Regulation)	No
13.	Whether certain requirements of this document must be complied with before a subdivision certificate is issued (clause 25E(2)(g) of the Regulation)	No
14.	Whether certain requirements of this document must be complied with before an occupation certificate is issued (clause 25E(2)(g) of the Regulation)	Yes
15.	Whether the explanatory note that accompanied exhibition of this document may be used to assist in construing this document (clause 25E(7) of the Regulation)	No (see clause 2.5)

SCHEDULE 3
Explanatory Note

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Planning Agreement

Under section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW)

1 Parties

Blacktown City Council ABN 18 153 831 768 of 62 Flushcombe Road, Blacktown 2148 (**Council**); and

Deicorp Projects (Tallawong Station) Pty Ltd ACN 630 425 955 of Level 3, 161 Redfern Street, Redfern (**Developer**)

2 Description of subject land

The Planning Agreement relates to Lots 293 and 294 in DP 1213279 and is to be registered on the title to part of that land, being the Stage 1 Land as shown in Annexure C.

3 Description of proposed development

Development Application SSD-10425 lodged by the Developer on 19 May 2020 in relation to the Land, which seeks development consent for a mixed use development comprising residential apartments, commercial uses, public domain works and landscaping including a public park.

4 Summary of objectives, nature and effect of the draft planning agreement

4.1 Objectives of Planning Agreement

The objective of the Planning Agreement is to provide publicly accessible open space to meet the increased demand for open space which will arise from the carrying out of the proposed development.

4.2 Nature of Planning Agreement

The Planning Agreement constitutes a planning agreement under section 7.4 of the Act. The Planning Agreement will be registered on the title to the Stage 1 Land.

5 Assessment of the merits of the draft planning agreement

5.1 The planning purposes served by the Planning Agreement

The Planning Agreement:

- (a) promotes the orderly and economic use and development of the Land to which the Planning Agreement applies;
- (b) promotes good design and amenity of the build environment by facilitating the development of the Land in accordance with the Planning Agreement;
- (c) promotes the sharing of the responsibility for environmental planning and assessment between the different levels of government in the State; and
- (d) promotes increased opportunity for the public in environmental planning and assessment.

5.2 How the Planning Agreement promotes the public interest

The Planning Agreement will promote the public interest by promoting the objects of the Act as set out in sections 1.3(c), (g), (i) and (j) of the Act.

5.3 For Planning Authorities:

Development Corporations – How the Planning Agreement promotes its statutory responsibilities

NA

Other Public Authorities – How the Planning Agreement promotes the objects (if any) of the Act under which it is constituted

NA

Councils – How the Planning Agreement promotes the guiding principles in s8A of the Local Government Act 1993

The Planning Agreement promotes the guiding principles by:

- enabling the Council to carry out its functions in a way that provides the best possible value for residents and ratepayers,
- enabling the Council to manage lands and other assets so that current and future local community needs can be met in an affordable way, and
- providing a framework for the Council to work with others to secure appropriate services for local community needs.

These elements of the guiding principles are promoted by securing public access to open space.

All Planning Authorities – Whether the Planning Agreement conforms with the Authority's Capital Works Program

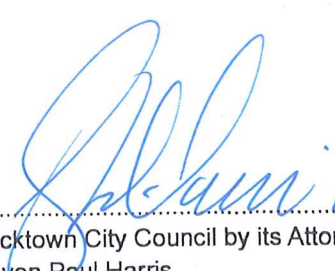
NA

5.4 Security

The Planning Agreement requires contributions to be made before the issuing of an Occupation Certificate.

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Execution


Blacktown City Council by its Attorney
Steven Paul Harris
pursuant to power of attorney
Registered Book 4758 No 886

Executed as a deed.

Signed sealed and delivered
by Blacktown City Council in the
presence of:


.....
Witness


.....
Name of Witness (print)


.....
Executed by Deicorp Projects
(Tallawong Station) Pty Ltd

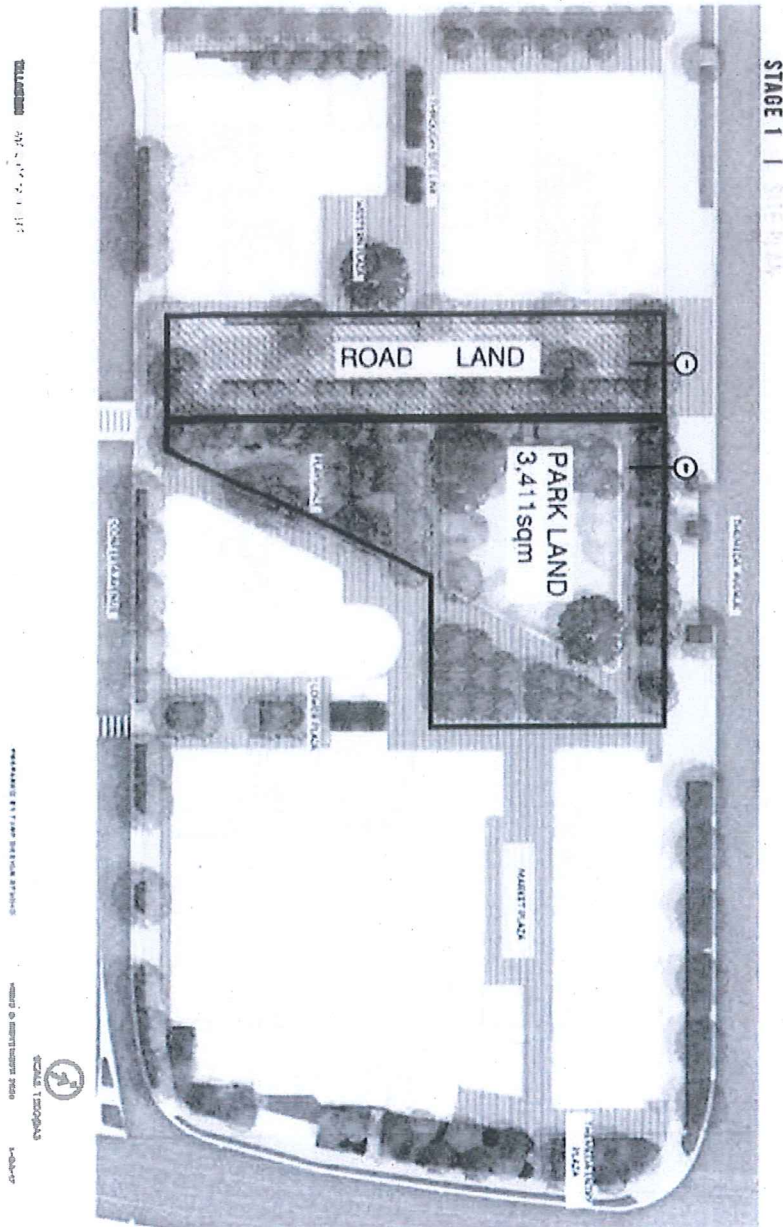
.....
Company Secretary/Director
FOUAD DEIRI

.....
Name of Company Secretary/Director
(print) **SOLE DIRECTOR/SECRETARY**

.....
Director

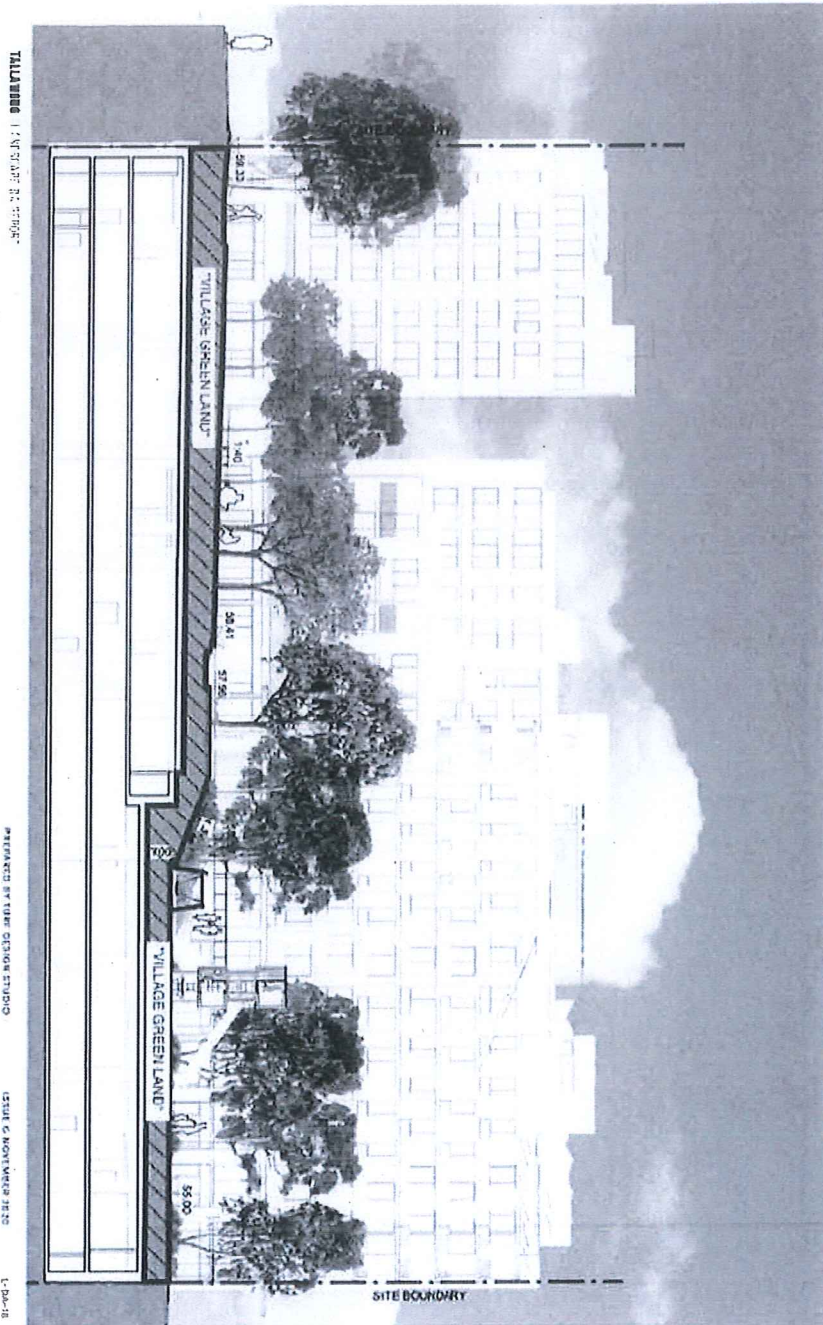
.....
Name of Director (print)

Annexure A –Site Plan



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STAGE 1 SITE SECTION A



TALL BUILDING 1 VILLAGE GREENLAND

PREPARED BY THE DESIGN STUDIO

ISSUE 6, NOVEMBER 2020

1-24-18

Annexure B – Draft Landscape Operation Maintenance Plan

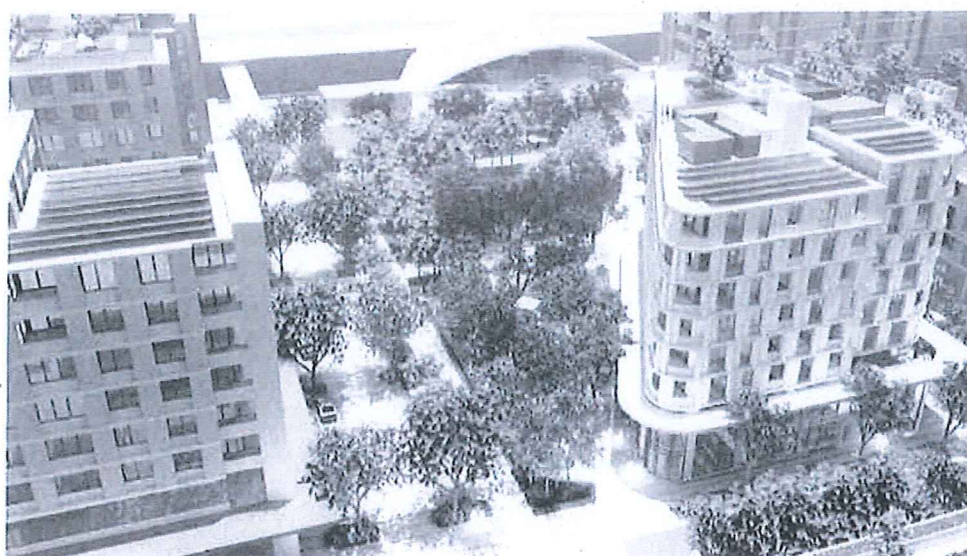
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Tallawong Precinct South

Landscape Operation Maintenance Plan

Park, Playground and Private Road



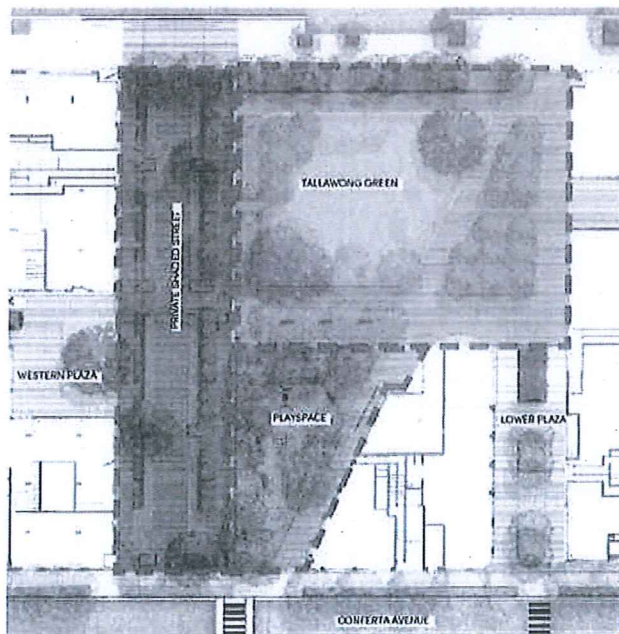
Revision	Date	Approved by
A – Draft Issue	15/09/20	SJ

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Introduction

Turf Design Studio has been engaged to prepare a landscape operational maintenance plan from the management of Tallawong Green, the Playground and the Private road post construction to ensure the minimum standards of maintenance are met.

Scope



Generally

- The maintenance contractor must maintain all plant material in a state of health and vigour. To do so, the Contractor must engage the services of a Horticulturist with a minimum 3 years' experience to undertake inspections and supervise (all) rectification and maintenance works.
- The contractor must also maintain the site in a neat and tidy appearance through general sweeping and rubbish removal.
- The playground inspections are to be undertaken by suitably qualified person with relevant training.

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Maintenance Requirements Schedule

Activity	Required Action	Frequency
Logbook	The contractor is required to maintain records of maintenance visits and tasks undertaken. The project maintenance records must be kept by the Client's Representative. At the end of each maintenance visit the contractor must report to the Client's Representative and arrange an inspection to have maintenance works independently verified. Once approved the contractor must fill out the log book retained by the Client's Representative.	At each maintenance visit.
Comprehensive Annual Inspection	Mandatory annual inspection and review of the all element/ park facilities, playground and private road in accordance with all relevant standards and best practise is to be undertaken by an appropriately qualified maintenance contractor/ Specialist	Annually
Watering	The contractor must undertake irrigation maintenance to support healthy and vigorous plant growth. Inspections must be undertaken by a qualified Horticulturist with 3 years' experience. At each visit the Contractor's Horticulturist must assess soil moisture against the requirements of the planted vegetation. Dry / wet conditions may be detrimental to growth dependent on the species planted. Experience is required to make an informed assessment. Where an irrigation system is installed the contractor must monitor the application rates and make running adjustments to ensure appropriate soil moisture levels. Particular attention must be paid to maintenance within the first 4 weeks when plants are most susceptible to death through transplanting shock, altered environmental conditions and varying soil interface issues.	Weekly for 8 weeks, then fortnightly for the remainder of the contract.
Weeding and rubbish removal	Whole Site: The contractor must remove any plant material that has not been specified and general litter from garden beds, and, sweep paths and pavements of fallen / windblown vegetative matter and rubbish. Dispose of all material offsite.	Monthly
Fertilising	Lawn: Provide one application 8 weeks after the initial lay with a proprietary fertiliser, with an N:P:K analysis of 10%(N) : 3.4%(P) : 6.4%(K). Broadcast evenly and water in well in accordance with the manufacturer's recommendations and application rates. Gardens: Nil	Lawn only - 1 application 8 weeks after planting
Pesticide / Fungicide Spraying	Nil. Make recommendations should spraying be required.	NA
Herbicide spraying	Nil. The contractor must undertake weed removal by hand or mechanically.	NA
Soil subsidence	Contractor must maintain garden soil surface levels throughout the maintenance period correcting soil subsidence. Soils and mulch are to remain flush with raised planter edges.	As required.
Mulch	Generally, top up mulch annually in spring to maintain the specified depths. Ensure no topsoil is exposed. Top up with the mulch originally specified. Sweep dispersed mulch back onto garden beds.	Annually
Gravel surfaces	Including all loose quarried material. Sweep dispersed gravels back into gravel zones. Clean gravels of litter and vegetative matter.	12 Weeks
Stakes and ties	Stakes and ties must not be used to support weak stemmed plants. If required, stakes and ties must be a loose fit allowing trunk and stem movement and the development of reaction wood. Stakes must not be driven into the plant rootball. All stakes and ties must be removed after one year of installation.	Practical completion audit. Removal at 12 months.
Plant replacement	The Maintenance Contractor must replace dead or dying plants. Should any one species fail entirely, the Contractor must not replace with the same species. In such cases the Client's Representative must be sought to provide species variation advice. Species must be assessed and replaced within two weeks of assessment. Assessment must be undertaken every 12 weeks.	12 Weeks
Pruning	The Contractor must engage the services of a Horticulturist for all pruning works of trees and shrubs.	6 Months

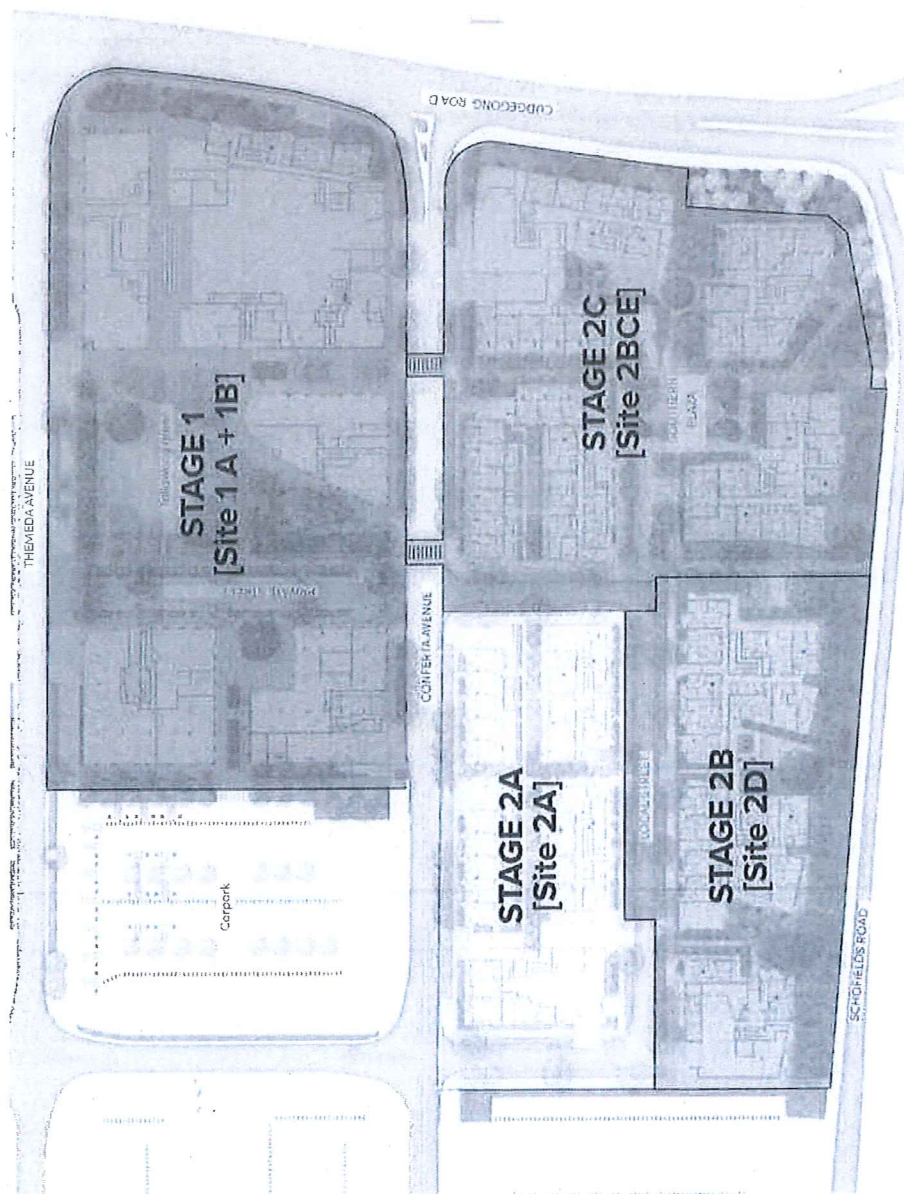
	Generally, shrubs are to be tip pruned at the end of each flowering period. Shrubs and plantings must be appropriately maintained to allow for clear lines of sight over the shrubs from pathways and pedestrian areas, and to avoid any plantings being used as a natural ladder to gain access to any higher parts of the building. Mature shrubs along pathways around the entrance are to be no more than 1 metre in height Trees are to be progressively crown lifted when branches are no greater than 20mm in diameter. All trees are to be appropriately pruned, trimmed and maintained for passive surveillance and to prevent climbing of trees to gain access to balconies.	
Urgent works after storms	Inspect site after known storm events, or as requested by the Client's Representative and correct storm event damage. Typically, eroded soils and mulch dispersed onto paths.	As required
Raingardens	Assess proper functioning through inspection of plant material health and evidence of waterlogging. Clear out debris and trapped sediment in inlet traps / rock armoury etc. Flush out subsoil pipes and remove any surface build to maintain the original extended detention depth.	Annually
Garden / Lawn edging	Inspect and rectify any edging that has dislodged or become exposed through settlement.	Annually
Mowing	Lawns must be mowed to maintain a leaf blade height of no greater than 50mm. No more than 1/3 of the blade height is to be removed at each mowing.	Fortnightly – Summer. Monthly – Winter.
Top-dressing	Lightly topdress with ANL 'Organic Top Dressing'. Do not cover turf blades completely. Blade tips are to remain exposed to sunlight. Water in topdressing material thoroughly, immediately after installation, to disperse beneath leaf blades and fill around stolons and rhizomes. Where excessive divots occur cut and lift existing turf. Place additional topsoil beneath before replacing at correct level. Feather in with topdress soil mixture.	2 Years
Pathways	Blowing of paths	Fortnightly – Summer. Monthly – Winter.
Drains	Cleaning of grated drains	Cleaning of grated drains
Furniture and Fixings	Inspect clean and service furniture & fixtures i.e drinking fountain, bench seat, light poles, bins, handrails etc.	Cleaning of grated drains
Oil finished timber (benches)	Oiled timber should be re-coated on a regular basis to help maintain its colour and appearance. Timber, in typically exposed situations, should be initially recoated after 3 months, and thereafter every 6 months. Re-coating is best done in warm weather. Wash the surface down to remove dust and dirt with a household detergent. Allow to dry. Apply one or two coats of <i>Natural Pigmented Oil</i> . Apply with a clean cloth and wear protective clothing. Do not apply a water based stain, which is not compatible with <i>Natural Pigmented Oil</i> . If the surface of the oiled timber has seriously degraded, as evidenced by greying and checking, a light sanding is recommended to freshen up the timber. <i>Natural Pigmented Oil</i> may be obtained from leading hardware stores or from the manufacturer.	As required.
Playground Visual Inspection	Visually Identify hazards i.e. vandalism and Weather damage. Inspection should be in accordance with all appropriate Australian Standards.	daily/Weekly
Playground Operational Inspection	Check the operation of all equipment within the playground. A checklist is to be provided by a qualified Playground certifier.	month/quarter
Playground Annual Inspection	Assessment of compliance against current/relevant Australian standards. Long term level of safety should be reviewed. This Inspection should be undertaken by an independent assessor with appropriated qualifications for the relevant standard.	



Maintenance Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
General Planter Beds												
Weeding	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Slow release fertiliser								Y				
Mulching of garden beds										Y		
Shrub management - Pruning, pest control			Y									
Soil topping of gardens									Y			
Trees												
Remove dead limbs & Crown lifting of trees to 2m height			Y									
Blowing of paths	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Mulching of garden beds										Y		
Blowing of paths	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lawn												
Edging	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Weeding	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Mowing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Slow release fertiliser								Y				
Soil topping of gardens and correction of lawn undulations.									Y			
Hardstand & Park Furniture												
Blowing of paths	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Cleaning of grated drains				Y							Y	
Inspect clean and service furniture & fixtures i.e drinking fountain, bench seat, light poles, bins, handrails etc.			Y						Y			
Playground												
Playground Visual Inspection	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Playground Operational Inspection	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Playground Annual Inspection	Y											
General												

Annexure C – Tallawong Staging Plan

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Notes:

1. Indicative staging plan shown.
2. Refer to detailed staging plans prepared by surveyor.

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Following Station President South
4-15 & 2-12 Corbetta Avenue Room 118 NSW 2165

Site Information
Geology Diagram

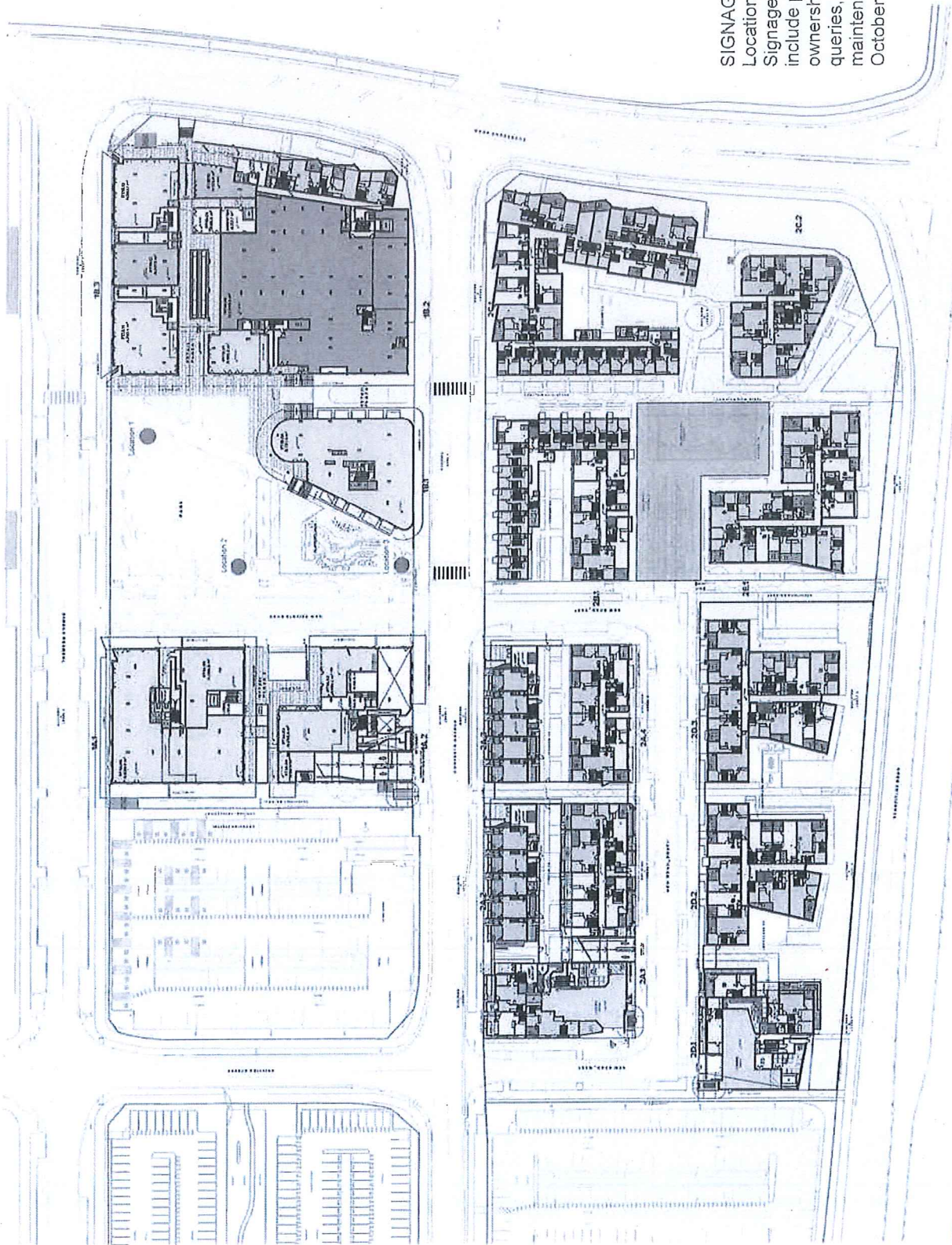
Site No. 10005
Project No. 10005
Date 03/03/03

Site No. 10005
Project No. 10005
Date 03/03/03

TURNER

Annexure D – Signage Location Plan

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SIGNAGE PLAN

Location as per illustration.
Signage to future design shall
include public access, private
ownership, contact number for
queries, complaints and
maintenance enquires
October 2020

Handwritten signature or mark.

Annexure E – draft Section 88B Instrument

Terms of Easement

- 1 The registered proprietor of the lot burdened grants to Blacktown City Council (**Council**) and members of the public full and free right to go, pass and repass over the lot burdened at all times:
 - (a) with or without companion animals (as defined in the *Companion Animals Act 1998*) or other small pet animals; and
 - (b) on foot without vehicles (other than wheelchairs or other disabled access aids);for all lawful purposes.
- 2 The registered proprietor of the lot burdened must, to the satisfaction of Council, acting reasonably:
 - (i) keep the lot burdened (including any services in, on or under the Lot burdened) in good repair and condition;
 - (ii) maintain and repair the lot burdened and all improvements on the lot burdened in accordance with the terms of the Operational Maintenance Plan approved by the Council for the lot burdened;
 - (iii) keep the lot burdened clean and free from rubbish; and
 - (iv) maintain sufficient public liability insurance covering the use of the lot burdened in accordance with the terms of this easement.
- 3 If the registered proprietor of the lot burdened is an owners corporation or community association, then it must ensure that any rules or by-laws adopted by it in relation to the lot burdened have been approved by the Council.
- 4 Notwithstanding any other terms of this easement, the registered proprietor of the lot burdened, acting reasonably, may remove members of the public from the lot burdened if the members of the public are acting in a manner which the registered proprietor of the lot burdened, acting reasonably, considers to be a nuisance or a public safety risk.

Terms of Restriction on the Use of Land

The registered proprietor of lot burdened will:

1. not construct or permit the construction of any buildings or structures on the lot burdened without the prior written consent of Council
2. not make or permit or suffer the making of any alterations to the finished levels or remove any of the structures constructed on the lot burdened as

at the date of creation of this restriction on use, without the prior consent of Council

3. not carry out any work, or erect any buildings or structures such as fences which would prevent Blacktown City Council or members of the public from moving between the lot burdened and the adjacent land owned by Blacktown City Council.

Name of authority whose consent is required to release, vary or modify the Easement and restriction above is:

Blacktown City Council

A handwritten signature in black ink, consisting of a stylized 'A' followed by a long horizontal stroke.

Annexure F – Building Stratum Subdivision Plan

A handwritten signature in blue ink, consisting of a stylized 'W' or 'M' shape with a long horizontal stroke extending to the right.

daw & walton

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REVISION: 8
DATED: 09-12-2020

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS.
PROJECT No: 18095, ISSUE: 04, DATED: 17-11-2020

LOCATION PLAN

THEMEDA AVENUE

LOT 255
DP 1213279

"SEE SHEETS 2-8 FOR DETAILS"

CONFERTIA AVENUE

CUDGEGONG ROAD



SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: REFERENCE: 4900-1907293	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 294 IN DP1213279	LOCALITY: BLACKTOWN LOCALITY: ROUSE HILL Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED:	DP
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Email: survey@dw-watson.com.au

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS,
PROJECT No: 16095, ISSUE: 04, DATED: 17-11-2020

~~Shall be~~

[illegible]

SURVEYOR
NAME: JOHN WALTON
DATE OF SURVEY:
REFERENCE 4900-19DP293

PLAN OF: **BUILDING STRATUM SUBDIVISION OF
LOT 294 IN DP1213279**

LGA: BLACKTOWN
LOCALITY: ROUSE HILL
Reduction Ratio: 1 : 500
Lengths are in metres

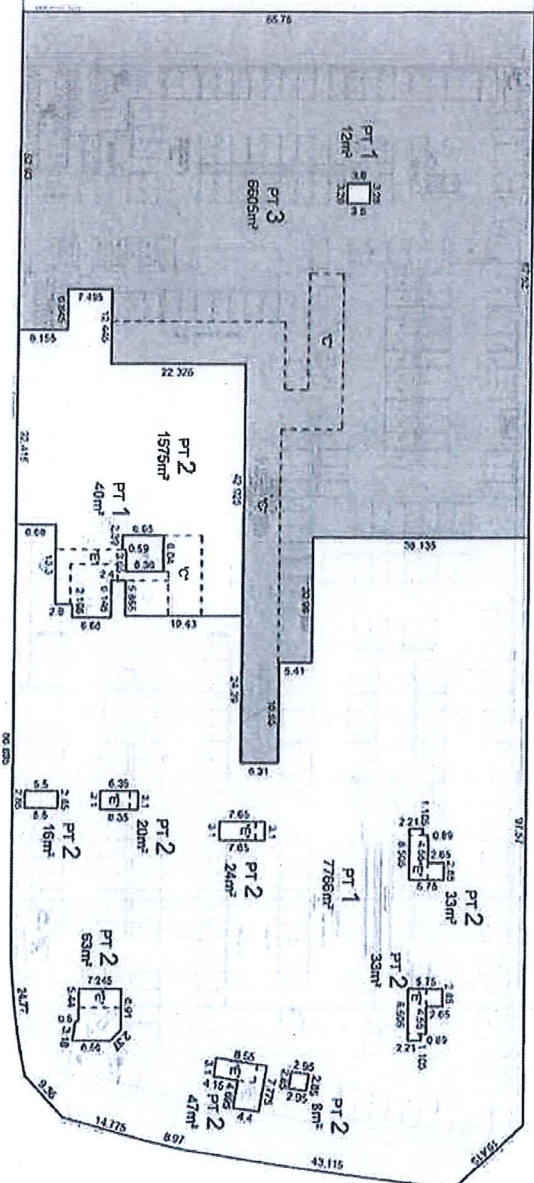
REGISTERED:

DP

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Email: surveyor@clwy-walton.com

BASEMENT 2

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS,
PROJECT No: 18095, ISSUE: 04, DATED: 17-11-2020



- ☐ - DENOTES COMMERCIAL LOT 1
- ☐ - DENOTES RESIDENTIAL LOT 2
- ☐ - DENOTES RESIDENTIAL LOT 3
- ☐ - DENOTES PARK LOT 4

'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH

ADDITIONAL EASEMENT TO BE ADDED ON FINAL PLAN OF SUBDIVISION TO COMPLY WITH ANY DEVELOPMENT CONDITIONS OR AS REQUIRED TO FACILITATE THE ONGOING DEVELOPMENT

SURVEYOR
NAME: JOHN WALTON
DATE OF SURVEY:
REFERENCE: 4900-19DP293

PLAN OF: BUILDING STRATUM SUBDIVISION OF
LOT 294 IN DP1213279

LGA: BLACKTOWN
LOCALITY: ROUSE HILL
Reduction Ratio: 1 : 500
Lengths are in metres

REGISTERED:

DP

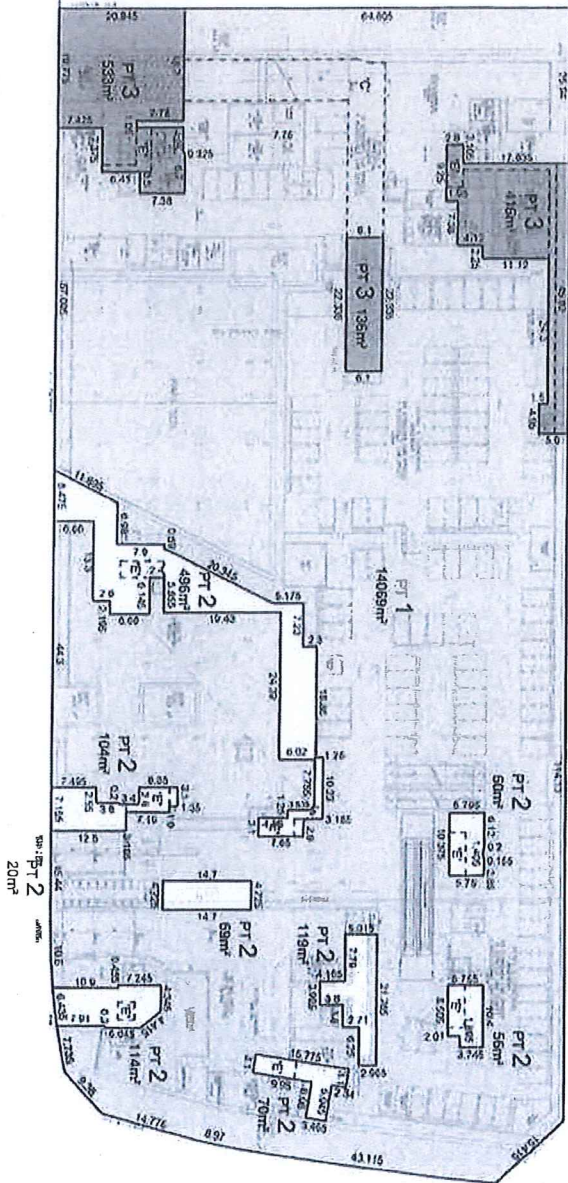
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Email: daw@dw-walton.com.au

REVISION: 8
DATED: 09-12-2020

BASEMENT 1

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS.
PROJECT No: 18095, ISSUE: 04, DATED: 17-11-2020



- ☐ - DENOTES COMMERCIAL LOT 1
- ☐ - DENOTES RESIDENTIAL LOT 2
- ☐ - DENOTES RESIDENTIAL LOT 3
- ☐ - DENOTES PARK LOT 4

- C DENOTES RIGHT OF CARRIAGEWAY/VARIABLE WIDTH
- E DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH
- EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THE PLAN
- ADDITIONAL EASEMENT TO BE ADDED ON FINAL PLAN OF SUBDIVISION TO COMPLY WITH ANY DEVELOPMENT CONDITIONS OR AS REQUIRED TO FACILITATE THE ONGOING DEVELOPMENT

SURVEYOR
NAME: JOHN WALTON
DATE OF SURVEY:
REFERENCE: 4900-1907293

PLAN OF: BUILDING STRATUM SUBDIVISION OF
LOT 294 IN DP1213279

LGA: BLACKTOWN
LOCALITY: ROUSE HILL
Reduction Ratio: 1:500
Lengths are in meters

DP



Sheet No. 5 of 9 Sheets

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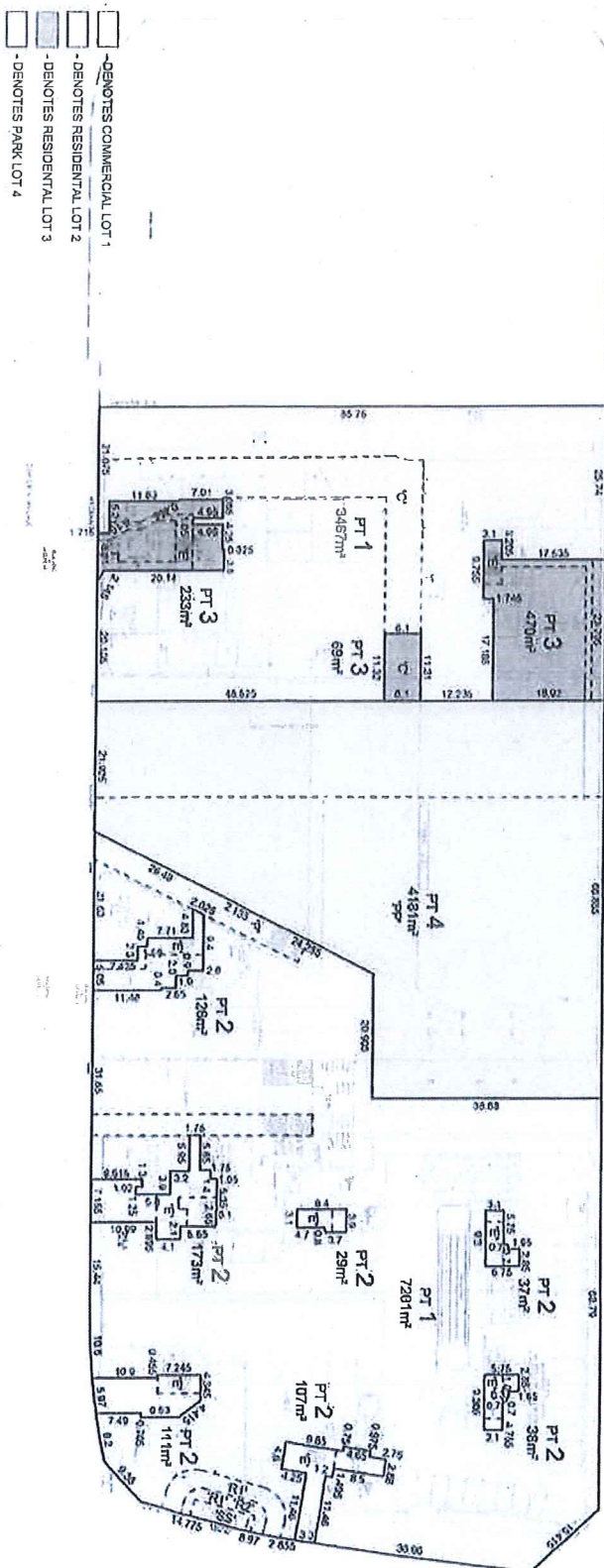
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Email: survey@day-watson.com.au

REVISION: 8
DATED: 09-12-2020

DRAFT STRATUM SUBDIVISION PLAN
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PROJECT No: 18055, ISSUE: 04, DATED: 17-11-2020



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'SS' DENOTES EASEMENT FOR PADMOUNT SUBSTATION, 2.75 WIDE
'R1' DENOTES RESTRICTION ON THE USE OF LAND
'R2' DENOTES RESTRICTION ON THE USE OF LAND

SURVEYOR
NAME JOHN WALTON
DATE OF SURVEY:

PLAN OF: BUILDING STRATUM SUBDIVISION OF
LOT 294 IN DP1213279

BLACKTOWN
LOCAITY: ROUSE HILL

REGISTER

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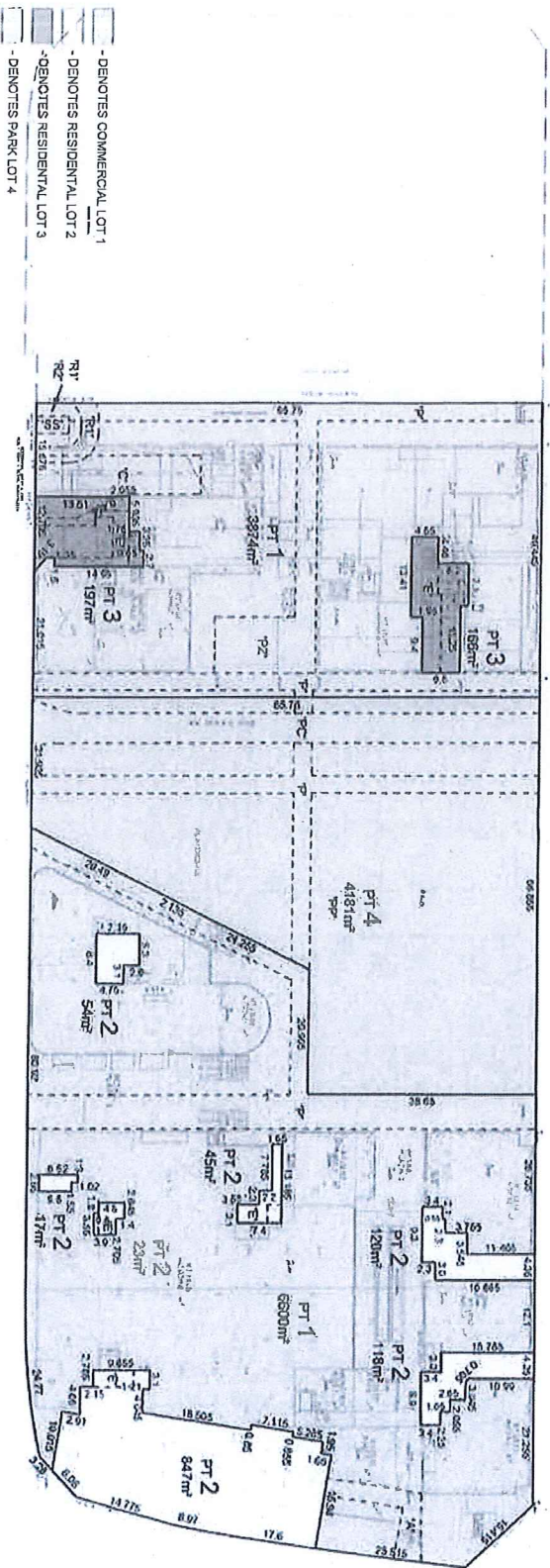
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REVISION: 8
DATED: 09-12-2020

LEVEL 1

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS,
PROJECT NO: 18095, ISSUE: 04, DATED: 17-11-2020



- DENOTES COMMERCIAL LOT 1
- DENOTES RESIDENTIAL LOT 2
- DENOTES RESIDENTIAL LOT 3
- DENOTES PARK LOT 4
- AR DENOTES RIGHT OF ACCESSWAY, VARIABLE WIDTH
- CE DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH
- EE DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH
- PE DENOTES PUBLIC RIGHT OF ACCESSWAY, VARIABLE WIDTH
- PC DENOTES PUBLIC RIGHT OF CARRIAGEWAY, VARIABLE WIDTH
- PP DENOTES EASEMENT FOR PUBLICLY ACCESSIBLE PARK, VARIABLE WIDTH
- PZ DENOTES EASEMENT FOR PUBLICLY ACCESSIBLE PLAZA, VARIABLE WIDTH

ADDITIONAL EASEMENT TO BE ADDED ON FINAL PLAN OF SUBDIVISION TO COMPLY WITH ANY DEVELOPMENT CONDITIONS OR AS REQUIRED TO FACILITATE THE ONGOING DEVELOPMENT

SURVEYOR	NAME: JOHN WALTON	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 294 IN DP1213279	LOCALITY: BLACKTOWN	REGISTERED:
	DATE OF SURVEY:		LOCALITY: ROUSE HILL	
	REFERENCE: A900-19DP293		Reduction Ratio: 1:200	
			Lengths are in metres	
				DP

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FAX: 02 8085 1297

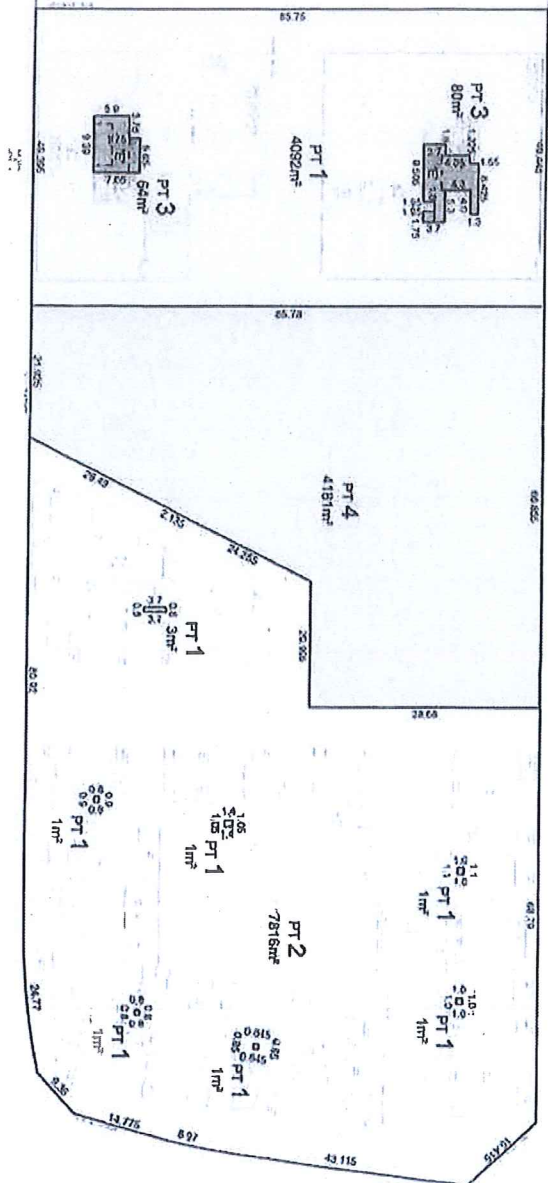
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REVISION: 8

DATE: 09-12-2020

LEVEL 2

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS,
PROJECT NO: 18095, ISSUE: 04, DATED: 17-11-2020



- ☐ - DENOTES COMMERCIAL LOT 1
☐ - DENOTES RESIDENTIAL LOT 2
☐ - DENOTES RESIDENTIAL LOT 3
☐ - DENOTES PARK LOT 4

E DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THE PLAN
ADDITIONAL EASEMENT TO BE ADDED ON FINAL PLAN OF SUBDIVISION TO
COMPLY WITH ANY DEVELOPMENT CONDITIONS OR AS REQUIRED TO
FACILITATE THE ONGOING DEVELOPMENT

SURVEYOR
NAME: JOHN WALTON
DATE OF SURVEY:
REFERENCE: 4900-190P293

PLAN OF: BUILDING STRATUM SUBDIVISION OF
LOT 294 IN DP1213279

LGA: BLACKTOWN
LOCALITY: ROUSE HILL
Reduction Ratio: 1:200
Lengths are in metres

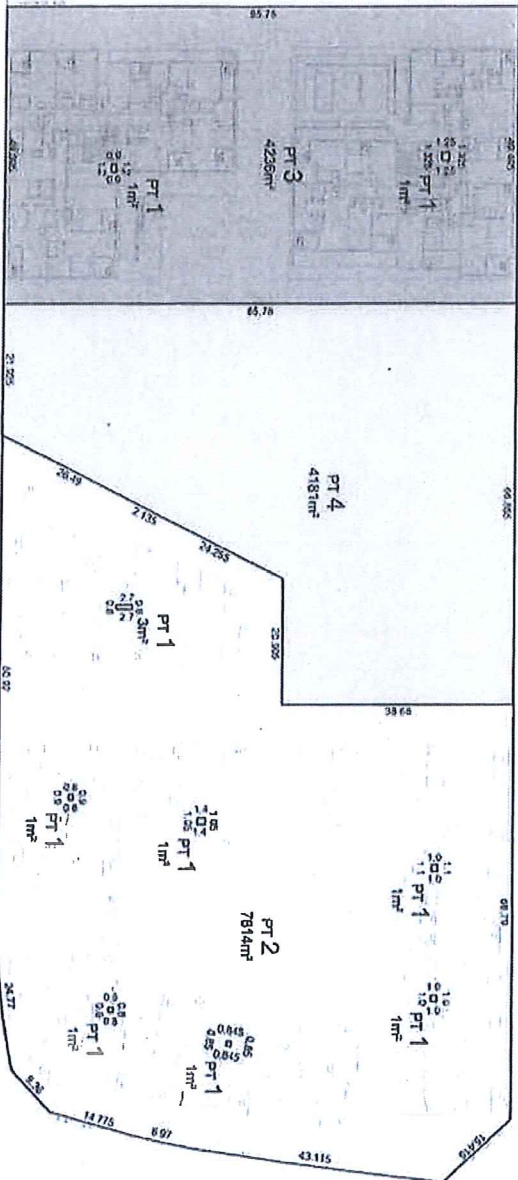
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LEVEL 3 - ROOF LEVELS

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS,
PROJECT No: 18095, ISSUE: 04, DATED: 17-11-2020



☐	-DENOTES COMMERCIAL LOT 1
☐	- DENOTES RESIDENTIAL LOT 2
☒	- DENOTES RESIDENTIAL LOT 3
☐	- DENOTES PARK LOT 4

EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THE PLAN
ADDITIONAL EASEMENT TO BE ADDED ON FINAL PLAN OF SUBDIVISION TO
COMPLY WITH ANY DEVELOPMENT CONDITIONS OR AS REQUIRED TO
FACILITATE THE ONGOING DEVELOPMENT

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: REFERENCE: 4900-190P293	PLAN OF BUILDING STRATUM SUBDIVISION OF LOT 294 IN DP-1213279	LOCN: BLACKTOWN LOCALITY: ROUSE HILL Reduction Factor: 1 : 200 Lengths are in metres	REGISTERED:	DP
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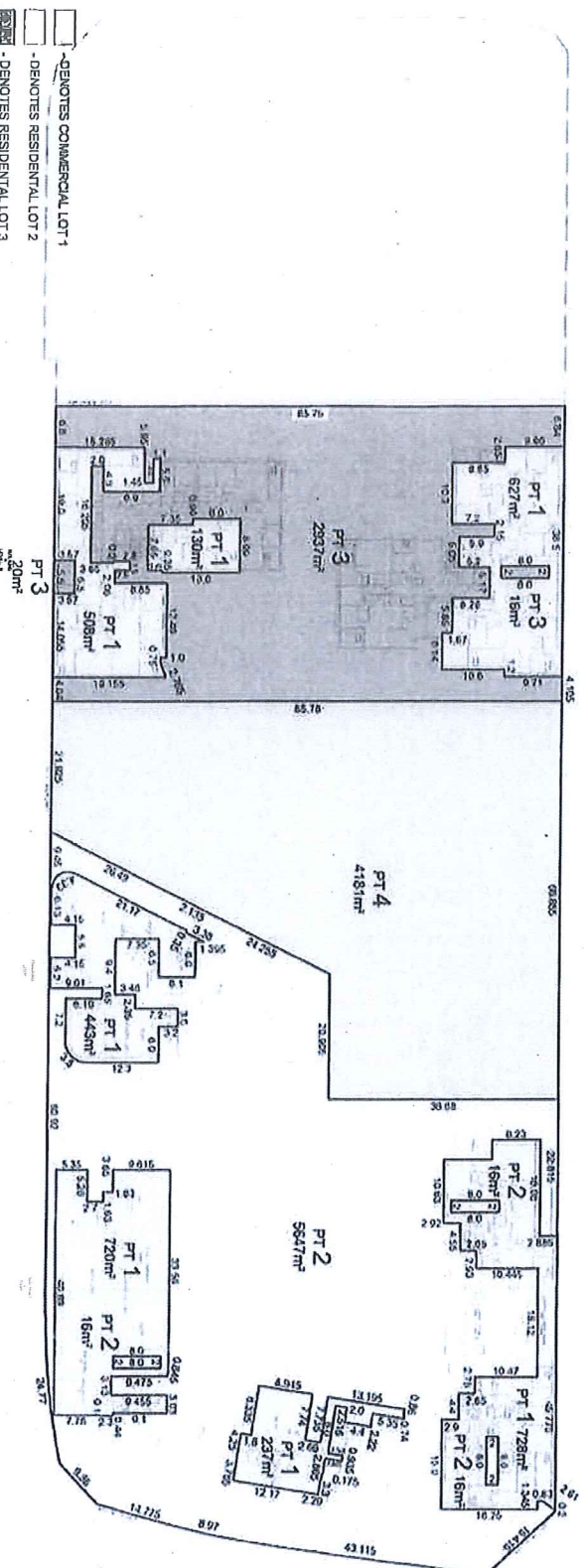
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ARCHITECTS
10/100 WILSON STREET
SYDNEY NSW 2000

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Ph: 02 8065 1155
Fax: 02 8065 1297
Email: daw@dw.com.au

**ROOF LEVELS
& ABOVE**

REVISION: 8
DATED: 09-12-2020

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS,
PROJECT NO: 18095, ISSUE: 04, DATED: 17-11-2020



- ☐ - DENOTES COMMERCIAL LOT 1
- ☐ - DENOTES RESIDENTIAL LOT 2
- ☐ - DENOTES RESIDENTIAL LOT 3
- ☐ - DENOTES PARK LOT 4

EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THE PLAN
ADDITIONAL EASEMENT TO BE ADDED ON FINAL PLAN OF SUBDIVISION TO
COMPLY WITH ANY DEVELOPMENT CONDITIONS OR AS REQUIRED TO
FACILITATE THE ONGOING DEVELOPMENT

SURVEYOR		PLAN OF		LOCALITY		REGISTERED	
NAME: JOHN WALTON		BUILDING STRATUM SUBDIVISION OF		BLACKTOWN		DP	
DATE OF SURVEY:		LOT 294 IN DP1213279		LOCALITY: ROUSE HILL			
REFERENCE: 4900-190P293				Reduction Ratio: 1:200			
				Lengths are in metres			