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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent	Ref:	
vendor		
vendor's solicitor		Attention: Telephone: Fax: Email:
date for completion	The date determined in clause 41.1	
land (address, plan details and title reference)	**Lot** **(Stage 4.2)** in an unregistered plan of subdivision of the Development Lot (being lots 2989, 2990, 2991 and 3000 in DP1293392) comprised in folio identifiers 2989/1293392, 2990/1293392, 2991/1293392 and 3000/1293392, MENANGLE PARK NSW 2563	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☒ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

A real estate agent is permitted by *legislation* to fill up the items in this box in a sale of residential property.

inclusions	☐ air conditioning	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			

Exclusions	
Compliance rebate	
Assumed Rates Liability	
FIRB status	
purchaser	
purchaser's solicitor	
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

GST AMOUNT (optional) The price includes GST ~~of: $~~

SIGNING PAGE

VENDOR	**PURCHASER**
Signed by **DAHUA GROUP SYDNEY PROJECT 3 PTY LTD** by its attorney pursuant to Power of Attorney Registered in NSW Book 4787 No 72 in the presence of: Signature of witness Name of witness Signature of authorised person Name of authorised person	**Signed** by **Purchaser** in the presence of: Signature of witness Full name of witness Signature Signature of witness Full name of witness Signature
	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: Signature of purchaser Name of purchaser Office held Signature of purchaser Name of purchaser Office held

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Choices

Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4): **PEXA**
Manual transaction (clause 30) ☐ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the *parties* promise this is correct as far as each *party* is aware)

Land tax is adjustable ☐ NO ☒ yes
GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☐ NO ☒ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name: Dahua Group Sydney Project 3 Pty Ltd

Supplier's ABN: 49 606 391 922

Supplier's GST branch number (if applicable):

Supplier's business address: Suite 2, level 20, 201-217 Elizabeth St, Sydney, NSW 2000

Supplier's representative: Jonathan Teng

Supplier's contact phone number: 02 9267 7788

Supplier's proportion of *GSTRW payment*: 100%

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate)*:* $38727 being 1/11th of the Price

Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: $
Other details (including those required by regulation or the ATO forms):

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☒ 4 plan of land to be subdivided
- ☒ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☒ 23 *clearance certificate*
- ☒ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☒ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

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Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	DAHUA GROUP SYDNEY PROJECT 3 PTY LTD
PROPERTY	Lot 4447 in an unregistered plan of subdivision of the Development Lot, Menangle Park

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	No
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	No
Will the lot form part of a community, precinct or neighbourhood scheme?	No

DETAILS					
Completion	The later of: (a) the date which is 28 days after the date of the contract; or (b) 21 days after the vendor serves notice of registration of the plan of subdivision.			**Refer to clause(s):**	41
Is there a sunset date?	Yes	**Can this date be extended?**	Yes - in relation to Registration Sunset Date	**Refer to clause(s):**	40
Does the purchaser pay anything more if they do not complete on time?	Yes	Provide details, including relevant clause(s) of contract:	Vendor is entitled to recover its costs in issuing a Notice to Complete and delayed settlement fees (clause 42.2). Vendor is entitled to recover liquidated damages (clause 42.3).		
Has development approval been obtained?	Yes	Development Approval No:	4831/1022/DA-SW		
Has a principal certifying authority been appointed?	Yes	Provide details:	Campbelltown City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	No	Provide details, including relevant clause(s) of contract:	Not applicable		

ATTACHMENTS *(s66ZM(2) of the Conveyancing Act 1919)*

The following prescribed documents are included in this disclosure statement *(select all that apply)*.

☒	draft plan	☐	draft community/precinct/neighbourhood/ management statement
☒	s88B instrument proposed to be lodged with draft plan	☐	draft community/precinct/neighbourhood/ development contract
☐	proposed schedule of finishes	☐	draft strata management statement
☐	draft community by-laws	☐	draft building management statement
☐	draft strata development contract		

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CERTIFICATE UNDER SECTION 66W
OF THE *CONVEYANCING ACT 1919*

I, _____ _____
[FIRST NAME] [SURNAME]

of _____ _____
[FIRM] [ADDRESS]

certify that:

1 I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales.

2 I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* (NSW) with reference to a contract for the sale of the property being lot **4447 (Stage 4.2)** in an unregistered plan of subdivision of the Development Lot (being lots 2989, 2990, 2991 and 3000 in DP1293392) comprised in folio identifiers 2989/1293392, 2990/1293392, 2991/1293392 and 3000/1293392, MENANGLE PARK NSW 2563 (**Property**) from DAHUA GROUP SYDNEY PROJECT 3 PTY LTD (ACN 606 391 922) (**Vendor**) to TOOBA KARIM AND SYED MUHAMMAD ASIF KARIM (**Purchaser**) in order that there will be no cooling off period in relation to the contract.

3 I do not act for the Vendor and I am not employed in the legal practice of the solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.

4 I have explained to the Purchaser:

(a) the effect of the contract for the purchase of the Property;

(b) the nature of this certificate; and

(c) that the effect of giving this certificate to the Vendor is that there is no cooling off period in relation to the contract.

DATED: _____

SIGNATURE: _____

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS
Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS
The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Lots 4451 to 4491 Stage 42 Menangle Park

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

Lots 4251 to 4491, Stage 42 Wilmington Park

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WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

Lots 4451 to 4491, Stage 4.2 Menangle Park

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The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

Lots 4451 to 4453 Stage 42 Menangle Park

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to $2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
- 3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

Lot 3 4 5 10 11 Stage 4.2 Merrimale Park

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction*
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

Lots 1 to 140, Stage 2 Mengnie Park

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

Lots 445 to 491, Stage 4.2 Wrangle Park

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

Lots 1401 to 1491, Stage 20, Menangle Park

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions
21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975
22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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33. Definitions

In this contract, unless the context clearly indicates otherwise:

Approved Home	means a new residential dwelling home constructed in accordance with the Design Guidelines and all requirements of any relevant Authorities.
Authority	means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority, and includes Council.
Compliance Rebate	means the amount specified on the front page of the contract.
Council	means Campbelltown City Council.
Design Co-ordinator	means the person responsible for the review and approval of home designs under the Design Guidelines.
Design Guidelines	means the design guidelines which regulate building and ancillary landscaping work within all or part of the Development Lot and which at the contract date are typically in the form of Attachment 6.
Development Activities	means such activities as determined by the vendor, which may include (but are not limited to): (a) any form of demolition work, excavation work or landscaping work on the Development Lot; (b) any form of building work or work ancillary to or associated with building work on the Development Lot including the installation of services; (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition that is considered necessary or desirable by the vendor; (d) the subdivision or consolidation of land forming part of the Development Lot; (e) the dedication of land forming part of the Development Lot; or (f) the construction, operation and marketing of display homes within one or more demonstration villages.
Development Lot	means the lot (or lots) specified in Item 3 (*'Development Lot'*) of Attachment 1.
Effective Date	means the date that is 28 days after the contract date.

Essential Documentation	means Plan and the Instrument in which the lot is located.
Estate	means the larger residential community the *property* forms part of.
Expert	means a person nominated by, and in the discretion of, the president for the time being of "The Resolution Institute", or such other similar body agreed to by the parties in writing.
Expert Determination Rules	means the expert determination rules of "The Resolution Institute" current at the time the Expert is required to act. To the extent that the Expert Determination Rules are inconsistent with this contract, the terms of this contract prevail to the extent of that inconsistency, unless the parties agree otherwise in writing or (and irrespective of what the parties may have agreed in writing) the Expert, in its sole and absolute discretion, regards the Expert Determination Rules as being more conducive to it being able to make a determination.
FIRB Approval	means a written notice issued by or on behalf of the Treasurer of the Commonwealth of Australia stating that the Commonwealth Government does not object to the purchaser entering into and carrying out this contract or a letter that has the same effect.
FIRB Notice	means a notice to the Foreign Investment Review Board applying for the consent of the Treasurer of the Commonwealth of Australia to the purchaser entering into and carrying out this contract.
GSTRW Funds	means funds equal to the amount of the *GSTRW payment* required to be paid by the purchaser and provided by way of: (a) a *settlement cheque*; or (b) (if this *Conveyancing Transaction* is to be conducted as an *electronic transaction*) an electronic transfer of funds paid in accordance with the directions of the vendor as *populated* in the *Electronic Workspace.*
Guaranteed Money	means all amounts that, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable or are contingently owing or that remain unpaid by the purchaser to the vendor at any time or that are reasonably foreseeable as likely, after that time, to fall within any of those categories for any reason or circumstance in connection with this contract or any transaction contemplated by it.
Guaranteed Obligations	means all the purchaser's express or implied obligations to the vendor in connection with this contract or any transaction contemplated by it.
Instrument	means an instrument setting out the terms of easements, profits a prendre, restrictions on the use of land and positive covenants intended to be created pursuant to the *Conveyancing Act 1919* (NSW) on Registration of the Plan in or substantially in the form of the Proposed Instrument, with or without any changes permitted under this contract.

Lot Disclosure Plan	means the lot disclosure plan attached to this contract as Attachment 8
Minor Variation	means: (c) an alteration (whether required by the vendor, under an approval or by an Authority) which does not materially adversely affect the construction of a dwelling house on the *property* or which has been disclosed in this contract; (d) an alteration of: (i) 2.5% or less in the area of the *property*; or (ii) 2.5% or less in the linear dimensions of the *property*; (e) an alteration to the number or numbering of lots; (f) an alteration in respect of the dimensions, position, layout or omission of any lot other than the *property*; or (g) an alteration to the staging of subdivision to create any lots.
Plan	means the plan of subdivision in or substantially in the form of the Proposed Plan in which the lot is located, with or without any changes permitted under this contract, that is Registered and which creates the *property*.
Proposed Instrument	means the instrument setting out the terms of easements, profits a prendre, restrictions on the use of land and positive covenants intended to be created pursuant to the *Conveyancing Act 1919* (NSW) that is registered with the Plan in which the lot is located and in or substantially in the form of or in a form based on Attachment 3, which form is as determined by the vendor.
Proposed Plan	means the proposed plan of subdivision in Attachment 2.
Registration or **Registered**	means the Plan in which the lot is located has been registered by the relevant Authority so as to allow a separate title for the *property* to be created.
Registration Sunset Date	means the date specified in Item 2 (*'Registration Sunset Date'*) of Attachment 1.

34. Interpretation

In this contract headings are for convenience only and do not affect interpretation and unless the context indicates a contrary intention:

(a) "**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;

(b) 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;

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

(d) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;

(e) 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;

(f) "**includes**" in any form is not a word of limitation; and

(g) a reference to "**$**" or "**dollar**" is to Australian currency.

35. Amendments to printed form of contract

Clauses 1 to 32 are amended as follows:

(a) Clause 1.1 - delete from the definition "*bank*" ", a building society or a credit union"

- add "the contract date and" after "covers" in the definition "*clearance certificate*";

- replace the definition of "*depositholder*" with "the vendor's solicitor";

- add "or a general question about the *property* or title" after "claim" in the definition "*requisition*";

- add "from any competent authority or adjoining owner" at the end of the definition "*work order*";

- replace the definition of "adjustment date" with "the earlier of the date for completion, the date possession is given to the purchaser and the date of actual completion";

- in the definition of *"GSTRW payment"* insert "(or the relevant recipient of the supply (within the meaning of the *GST Act*))" after "purchaser"; and

- add definitions:

"*GSTRW Payment Notification Form* - means the notification to be given to the Australian Taxation Office regarding the *GSTRW payment* payable in respect of the supply of the property under this contract;

GSTRW Payment Confirmation Form - means the notification to be given to the Australian Taxation Office of the date of completion (or such other date on which the *GSTRW payment* becomes payable);"

(b) Clause 2.5.3 – delete “third”;

(c) Clause 2.9 - replace "each *party* tells the *depositholder*" with "this contract provides";

(d) Clause 3 - delete;

(e) Clause 4.2.1

- in the first line delete "each *party* must" and replace with "if the purchaser *serves* the notice under clause 4.1.2, the purchaser"; and

- in the first bullet point delete "bear equally" and replace with "pay" and in the second bullet point delete "that" and replace with "each" and delete "and" at the end of this clause;

(f) Clause 4.3.2. - renumber this clause 4.3.3 and after "*parties*" add "or by the other *party*";

(g) Clause 4.3 - add a new clause 4.3.2:

"4.3.2 "if the vendor *serves* the notice under clause 4.2, each *party* must -

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

(h) incurred because this Conveyancing Transaction was to be conducted as an electronic transaction; and"; Clause 5.2.1 - delete "or it is a general question about the *property* or the title";

(i) Clause 5.2.2 - replace "; and" with a full stop;

(j) Clause 5.2.3 - delete the clause;

(k) Clause 9.1 - replace with "keep or recover the deposit (including, despite any other provision in this contract, all interest earned on it);";

(l) Clause 10.1 - first line - replace with "The purchaser cannot make a *requisition* or a claim or attempt to delay completion or attempt to *rescind* or attempt to *terminate* in respect of-";

(m) Clause 10.1.8 - replace "substance" with "existence" and delete "or " where it last appears;

(n) Clause 10.1.9 - replace "substance" with "existence", delete "(except a caveat, charge, mortgage, priority notice or writ)" and replace the full stop with "; or";

(o) Clause 10.1 - add a clause 10.1.10 - "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under *legislation*, the common law or otherwise."

(p) Clause 10.2 - replace "*rescind* or *terminate*" with "make a *requisition* or a claim or attempt to delay completion or attempt to *rescind* or attempt to *terminate*";

(q) Clause 10.3 - replace "claim or *requisition* or *rescind* or *terminate*" with "*requisition* or a claim or attempt to delay completion or attempt to *rescind* or attempt to *terminate*";

(r) Clause 13 - amend in accordance with clause 55;

(s) Clause 14.4.2 - delete the clause;

(t) Clause 14.8 - add "by any competent authority" after "started";

(u) Clause 16.5 - delete ". *GSTRW payment*";

(v) Clause 18.5.2 - replace "prescribed under s101 *Civil Procedure Act 2005*" with "set out in Rule 36.7 of the Uniform Civil Procedure Rules 2005";

(w) Clause 20.6 - replace "A" at the beginning of the clause with "*Normally*, a";

- delete "and" at the end of clause 20.6.7 and add a full stop;

- add "subject to clause 54.6," before "*served*" in 20.6.5;

(x) Clause 20.6.8 – delete the clause;

(y) clause 20.8 - delete and replace with: “The provisions of this contract intended to have application after completion continue to apply despite completion.”;

(z) Clause 25 - delete the clause;

(aa) Clause 26 - delete the clause;

(bb) Clause 27 - delete the clause;

(cc) Clause 28 - delete the clause;

(dd) Clause 29 - delete the clause; and

(ee) Clause 31 - add a clause 31.6 "If any information needed for the purchaser payment notification form is not disclosed in this contract, the vendor must *serve* it within 3 days of the purchaser's written request."

36. Deposit

(a) Pending the completion, *rescission* or termination of this contact, the parties authorise the *depositholder* to hold the deposit in a non-interest bearing trust account.

(b) The parties acknowledge and agree that no interest will be earned on the deposit and neither party is entitled to claim any amount on account of interest which would have been earned if the deposit had been invested.

37. Foreign Acquisitions and Takeovers Act

(a) If the purchaser does not indicate on the cover page of this contract that for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* the purchaser is a foreign person:

(i) this clause 37 and clause 22 both apply; and

(ii) clause 38 does not apply.

(b) The purchaser represents and warrants to the vendor that the purchaser's acquisition of the *property* is not within the scope of the *Foreign Acquisitions and Takeovers Act 1975* and is not examinable by the Foreign Investment Review Board (**FIRB**).

(c) The purchaser is liable for and indemnifies the vendor against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of

a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the vendor) arising from or incurred in connection with the purchaser's representation in clause 37 being incorrect or misleading at any time and the purchaser being in breach of its warranty in that clause.

38. Foreign Investment Review Board approval

38.1 Purchaser to notify vendor

The parties acknowledge and agree that, if the purchaser has indicated on the cover page of this contract that for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* the purchaser is a foreign person and the acquisition of the *property* by the purchaser is subject to FIRB Approval:

(a) this clause 38 applies; and

(b) clause 37 and clause 22 do not apply.

38.2 Contract subject to FIRB Approval

This contract is subject to and conditional on FIRB Approval being obtained by the purchaser under clause 38.3 on or before the Effective Date.

38.3 FIRB Approval

(a) The purchaser must take all practicable steps in its power to obtain the FIRB Approval by the Effective Date, including:

(i) submitting to the vendor within 5 *business days* after the contract date, a draft FIRB Notice for the vendor to approve;

(ii) amending the draft FIRB Notice as the vendor requires until the vendor approves it; and

(iii) lodging the FIRB Notice approved by the vendor with the Foreign Investment Review Board within 5 *business days* after the date the vendor approves it.

(b) The purchaser must not amend or withdraw the FIRB Notice without the vendor's written consent.

(c) The purchaser must *serve* a notice on the vendor as soon as practicable after:

(i) it has obtained the FIRB Approval. A copy of the FIRB Approval must accompany such notice; or

(ii) the purchaser receives an indication from the Foreign Investment Review Board that the condition in clause 38.2 will not be satisfied. A copy of all written communication and other documents from the Foreign Investment Review Board to this effect must accompany such notice.

(d) If the purchaser *serves* a notice under clause 38.3(c)(ii), either party may *rescind*.

(e) The Purchaser must use best endeavours to comply with the conditions of the FIRB Approval, if any are imposed.

(f) The purchaser is liable for and indemnifies the vendor against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the vendor) arising from or incurred in connection with the purchaser's failure to comply with clause 38.3(c).

38.4 Satisfaction or failure to satisfy condition

(a) The condition in clause 38.2 is regarded as satisfied once the FIRB Approval is obtained by the purchaser under clause 38.3

(b) If the FIRB Approval is not obtained by the purchaser under clause 38.3 by the Effective Date, either party may *serve* a notice stating that it will *rescind* if the FIRB Approval is not obtained within 5 *business days* after that notice is *served*. If the FIRB Approval is not obtained within 5 *business days* after that notice is *served,* the party who *served* the notice may *rescind.*

39. Current title and subdivision

(a) The vendor discloses that, as at the date of this contract the *property* is a lot with an unregistered plan of subdivision of the Development Lot; and

(b) The purchaser acknowledges that the vendor intends to subdivide the Development Lot to create the *property* in accordance with clause 33.

40. Registration of Essential Documentation

40.1 Contract conditional on Registration of Essential Documentation

(a) The vendor must use all reasonable endeavours to have the Essential Documentation Registered on or before the Registration Sunset Date.

(b) If the Essential Documentation is not Registered on or before the Registration Sunset Date:

(i) the purchaser can *rescind* by *serving* notice on the vendor at any time after the Registration Sunset Date and before notice of Registration is *served* by the vendor under clause 40.1(d); and

(ii) the vendor can *serve* written notice on the purchaser at any time after the Registration Sunset Date and before Registration:

A. proposing to rescind the contract; and

B. requesting the purchaser to consent to the *rescission* of the contract; and

C. specifying why the vendor is proposing to rescind the contract and the reasons for delay in Registration of the Essential Documentation.

(c) If the vendor *serves* a notice pursuant to clause 40.1(b)(ii), the vendor may, 28 days after *serving* that notice, *rescind* by *serving* notice on the purchaser if:

(i) the purchaser has consented to the *rescission* proposed by the vendor; or

(ii) the vendor has obtained an order of the Supreme Court pursuant to section 66ZL of the *Conveyancing Act 1919* permitting the vendor to *rescind*.

(d) Promptly after Registration of the Essential Documentation, the vendor must notify the purchaser in writing.

40.2 Extension of Registration Sunset Date

The vendor may at any time extend the Registration Sunset Date due to a requirement of a financier providing funding for the Development Activities or because of a delay arising from or in connection with any of or a combination of the following matters:

(a) any force majeure event;

(b) any delay in the receipt of an approval required in connection with the Development Activities from an Authority, despite the vendor taking reasonable steps to obtain such an approval;

(c) any condition or requirement imposed by an Authority;

(d) a revocation of an approval required in connection with the Development Activities or change in law or the requirements of an Authority that affects completion of the Development Activities; or

(e) any difficulty in complying with any approval required in connection with the Development Activities from an Authority, which could not reasonably have been foreseen by the vendor;

(f) proceedings (actual or threatened) by or disputes with surrounding land owners; or

(g) any other matter or thing which is beyond the control of the vendor and could not reasonably have been foreseen by the vendor.

40.3 Notice of extension

(a) In order to extend the Registration Sunset Date because of any of the matters referred to in clause 40.2, the vendor must *serve* a notice which states the day to which the Registration Sunset Date is extended.

(b) The vendor can extend the Registration Sunset Date under this clause on more than one occasion however, the aggregate of all extensions must not exceed 12 months.

40.4 Changes to the Essential Documentation

(a) The vendor may alter, amend or vary the Essential Documentation in accordance with the requirements of the vendor or an Authority.

(b) Subject to and without limiting any express rights which the purchaser may have pursuant to Part 4, Division 10 of the Conveyancing Act 1919, the purchaser must not make a *requisition* or claim or attempt to delay completion or attempt to *rescind* or *terminate* or attempt to *terminate* because of an alteration, amendment or variation to the Essential Documentation unless the alteration, amendment or variation:

(i) is other than a Minor Variation; and

(ii) permanently and detrimentally affects the *property* to an extent that is substantial.

(c) If, as at Registration, the Essential Documentation shows any alteration, amendment or variation that:

(i) is other than a Minor Variation; and

(ii) permanently and detrimentally affects the *property* to an extent that is substantial,

the purchaser may *rescind* within 7 days after the vendor *serves* a notice under clause 40.1(d) (and in this regard time is of the essence).

40.5 No caveat before Registration

(a) The purchaser must not lodge a caveat on the title for the *property* or for any land of which the *property* forms part before Registration.

(b) If, despite clause 40.5(a), the purchaser lodges a caveat, the purchaser must withdraw that caveat immediately if the vendor asks the purchaser to do so.

(c) If the purchaser does not comply with clause 40.5(b) on time, the purchaser, for valuable consideration, receipt of which is acknowledged by the purchaser executing this contract, irrevocably appoints the vendor its attorney, during any period the purchaser is in breach of clause 40.5(a), to execute and lodge a withdrawal of any caveat the purchaser lodges in breach of clause 40.5(a) and any other document necessary to have that caveat withdrawn. The purchaser must ratify anything the vendor does as attorney under this clause 40.5(c).

(d) The purchaser is liable for and indemnifies the vendor against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the vendor) arising from or incurred in connection with the purchaser's breach of any of its obligations under this clause 40.5.

40.6 Defective notice

(a) If:

(i) the purchaser receives a notice *served* by the vendor under clause 40.3(a); and

(ii) the purchaser is of the opinion that the notice is defective in any way,

then the purchaser must notify the vendor in writing of the asserted defect(s) in the notice before *serving* a notice to *rescind* under clause 40.1(b).

(b) If the purchaser purports to *rescind* under clause 40.1(b) for reasons including that the notice by the vendor under clause 40.3(a) is in any way defective, that *rescission* is ineffective and the contract remains on foot until the purchaser complies with clause 40.6(a).

(c) Upon receiving a notice under clause 40.6(a), the vendor may, within 14 days of receiving that notice:

(i) withdraw the notice *served* under clause 40.3(a);

(ii) *serve* a further notice under clause 40.3(a); or

(iii) inform the purchaser that the vendor relies on the notice *served* under clause 40.3(a) as having extended the Registration Sunset Date in accordance with this contract.

(d) Any notice *served* by the vendor under clause 40.6(c) is to be taken to have been *served* at the date of the notice it is replacing, even if the Registration Sunset Date it is extending has expired at the time the notice under clause 40.6(c) is served.

(e) Unless the vendor *serves* a further notice under clause 40.6(c), the purchaser can exercise any rights under the notice to which the purchaser's notice under clause 40.6(a) related, 28 days after the purchaser *serves* the notice under clause 40.6(a).

41. Completion

41.1 Date for completion

Subject to clause 47(d), completion of this contract is to take place on the later of:

(a) the date which is 28 days from the date of this contract; or

(b) the date which is 21 days after the vendor serves written notice on the purchaser of Registration.

41.2 Notice to complete

(a) Despite any other provision of this contract, 14 days after the date a notice to complete is *served* is a reasonable time for completion under that notice. A party may at any time withdraw a notice to complete without prejudice to that party's continuing right to give a further notice to complete.

(b) Each time the vendor serves a notice to complete under clause 41.2(a), the purchaser must pay the vendor's solicitor a fee of $440 (inclusive of GST) for issue that notice. The vendor may include this fee in the amount payable by the purchaser at completion.

41.3 Liquidated damages

(a) Without prejudice to the rights, powers and remedies otherwise available to the vendor and despite any other provision of this contract, if for any reason not attributable solely to the vendor, the purchaser does not pay the balance of the price to the vendor by the date for completion determined in accordance with this contract, the purchaser on completion must pay to the vendor as liquidated damages and in addition to all other money payable under this contract, an amount calculated at the rate of 10% per annum on a daily basis on:

(i) the balance of the price;

(ii) all other money payable by the purchaser under this contract as at the date for completion; and

(iii) the deposit,

from the date for completion until the date of actual completion. The vendor is not obliged to complete this contract unless the purchaser pays the liquidated damages on completion.

(b) If the purchaser does not complete this contract on the due date for completion, then (in addition to any liquidated damages payable) the purchaser must pay:

(i) $220 (inclusive of GST);

(ii) $440 (inclusive of GST) if the completion date is 7 days after the date for completion,

being the agreed additional legal costs incurred by the vendor as a result of the purchaser's failure to complete this contract.

(c) The vendor is not obliged to complete this contract on completion unless the purchaser pays all monies payable to the vendor under this clause. This clause 41.3 is an essential term of this contract.

42. Adjustments

42.1 Rates

For the purpose of clause 14, if, at completion:

(a) a separate assessment for rates, water, sewerage and drainage service and usage charges and/or all other periodic outgoings in respect of the *property* for the year current at completion has not been received by the vendor; or

(b) the purchaser has not served a certificate from the relevant Authority showing such assessment has been issued,

then clause 42.2 applies.

42.2 No rates assessment

Where this clause applies (pursuant to clause 42.1), no regard is to be had to the actual separate assessment if and when it is received and:

(a) the vendor must pay or procure the payment of the actual separate assessment if and when it is received; and

(b) on completion the purchaser must adjust the amount referred to on the cover page of this contract as the 'assumed rates liability', under clause 14 on a paid basis.

42.3 Land tax

(a) Despite clauses 14.4 and16.4, the purchaser must not make a *requisition*, or claim, or attempt to delay completion or attempt to *rescind* or *terminate* because the *property* is subject to a charge for assessed or unassessed land tax at completion. The vendor must serve a land tax certificate for the current year at least 14 days before completion.

(b) The purchaser must pay the proportion of land tax calculated in accordance with clause 14 on completion, and the vendor will provide a clear land tax certificate on completion if the certificate served under clause 42.3(a) indicates that land tax is owing.

43. Condition of property

43.1 Services to the property

(a) The vendor's intention is that service connections will be available to the boundary of the *property* on or before completion in respect of the following services:

(i) electricity;

(ii) drinkable water;

(iii) sewerage;

(iv) telephone; and

(v) National Broadband Network.

(b) If the service connections referred to in clause 43.1(a) are not available to the boundary of the *property* on or before *completion*, the vendor may make arrangements with Council, the relevant Authority or service provider for the service connection works to be substantially finished on completion and procure that those connections are finished within a reasonable time following completion. The purchaser is not entitled to and must not make any *requisition* or claim for compensation in relation to or *rescind*, *terminate* or delay completion of this contract because those connections are not provided to the boundary of the *property* on or prior to completion.

(c) The purchaser acknowledges and agrees that the vendor has no responsibility for the connection of the services referred to in this clause 43 to any structure on the *property*.

43.2 Property affected by fill

(a) The purchaser acknowledges that the *property* may have been subject to grading and benching as part of the subdivision earthworks on the Development Lot.

(b) The purchaser is not entitled to and must not make any *requisition* or claim for compensation in relation to or *rescind*, *terminate* or delay completion of this contract because of any fill which may have been placed on the *property*.

43.3 Non-merger

This clause 43 will not merge upon completion.

44. Position of pipes

44.1 Acknowledgment

The purchaser acknowledges that the drainage diagram attached to this contract is that currently available in the ordinary course of business from Sydney Water.

44.2 No requisition

Subject to the purchaser's rights under section 52A of the *Conveyancing Act 1919* and under the Conveyancing (Sale of Land) Regulation 2022, the purchaser must not make a *requisition*,

or claim, or attempt to delay completion or attempt to *rescind* or *terminate* because of anything in connection with:

(a) the sewerage and drainage works that are eventually installed in the *property* or the common property, including any easement to be granted in connection with those sewerage and drainage works and the *property* or the common property being constructed wholly or partly over a Sydney Water sewer if this is done with the approval of and to the requirements of Sydney Water; and

(b) the location or proposed location of all other services to the *property* or the common property that may affect or pass through the *property* including gas, electricity, water and telephone.

45. Lot Disclosure plan

45.1 Acknowledgment

The purchaser acknowledges that the Lot Disclosure Plan depicting the location of proposed services attached to this contract is indicative only and subject to change.

45.2 No requisition

Subject to the purchaser's rights under section 52A of the *Conveyancing Act 1919* and under the Conveyancing (Sale of Land) Regulation 2022, the purchaser must not make a *requisition*, or claim, or attempt to delay completion or attempt to *rescind* or *terminate* because of anything in connection with the services that are eventually installed in the *property*, including any easement to be granted in connection with those services.

46. Compliance Rebate

46.1 Qualification for Compliance Rebate

The purchaser acknowledges and agrees that:

(a) there will be design and construction requirements in or substantially in the form of the Design Guidelines that apply to the construction of dwellings at the Estate. The purchaser acknowledges that the information disclosed in the Design Guidelines may be subject to confirmation and approval by an Authority;

(b) the purchaser must comply with design and construction requirements in or substantially in the form of the Design Guidelines and must submit the design to the vendor for approval prior to any construction works being carried out;

(c) in order to qualify for payment of the Compliance Rebate in accordance with this clause 46, the purchaser must cause:

(i) an Approved Home to be constructed on the *property*; and

(ii) the front landscaping to the *property* to be completed,

within 30 months after the date of registration of the Plan (or such later date as determined by the vendor in its absolute discretion); and

(d) the purchaser is responsible for:

(i) protecting the driveway, kerb, trees, landscaping, services and other items and land situated between the *property* and the road on to which

the *property* opens, during construction of any dwelling on the *property*; and

(ii) repairing any damage caused to the driveway, kerb, trees, landscaping, services and other items and land situated between the *property* and the road on to which the *property* opens, during construction of any dwelling on the *property*,

and the purchaser indemnifies the vendor against any loss, cost and damage suffered or incurred by the vendor arising from or in connection with a failure of the purchaser to comply with its responsibilities under this clause 46.1(d).

46.2 Compliance with requirements of Authority

On and from completion, the purchaser acknowledges that it must comply with and observe all of the purchaser's obligations in connection with the conditions imposed by, or the requirements of, an Authority including and that such determinations or approvals are final and binding on the purchaser.

46.3 Payment of Compliance Rebate

(a) The purchaser may no later than 36 months after registration of the Plan in which the lot is located (or such later date as determined by the vendor in its absolute discretion), give a notice in accordance with this clause 46.3 requesting the payment of the Compliance Rebate when the purchaser reasonably considers that it has completed (or procured the completion of) the construction of an Approved Home on the *property* and satisfied its other obligations under clause 46.1. The purchaser must attach to any notice given under this clause 46.3:

(i) a completed 'Design Guidelines Checklist' as set out in Section 3.1 of the Design Guidelines (**Checklist**); and

(ii) a completed and signed Compliance Rebate application form as set out in the Design Guidelines (**Rebate Application**) (together with the attachments referred to in the Rebate Application).

(b) Within 50 days of receiving a notice under clause 46.3(a), the vendor must either:

(i) pay the Compliance Rebate to the purchaser or, if the purchaser is not the registered proprietor of the property to the registered proprietor) (**End Purchaser**), then (if, in the vendor's reasonable discretion, the purchaser or the End Purchaser has completed the construction of an Approved Home on the *property* and satisfied its other obligations under clause 46.1); or

(ii) give a notice to the purchaser or the End Purchaser (as applicable) disputing that the purchaser has completed the construction of an Approved Home on the *property* and satisfied its other obligations under clause 46.1 and specifying the reasons why the vendor considers that to be the case.

(c) Without limiting any other way in which the vendor may agree (in its sole and absolute discretion) to pay the whole or any part of the Compliance Rebate to the purchaser, the vendor is deemed to have satisfied the requirements of clause 46.3(b)(i) and to have paid the Compliance Rebate to the purchaser if the vendor remits to the purchaser or the End Purchaser (as applicable) by electronic funds transfer (**EFT**) for an amount equal to the Compliance Rebate, to the account specified in the Rebate Application.

(d) If the vendor gives a notice under clause 46.3(b)(ii), the purchaser may, within 14 days after receiving that notice either:

(i) withdraw the original notice given under clause 46.3(a) (with the intent that the purchaser may give a new notice under clause 46.3(a) after having satisfied the matters specified in the vendor's notice given under clause 46.3(b)(ii)); or

(ii) refer the matter for determination under clause 46.4.

46.4 Expert determination

(a) If a matter is referred for determination pursuant to clause 46.3(d)(ii), the provisions of this clause 46.4 apply.

(b) The Expert acts as an expert and not as an arbitrator.

(c) The Expert will apply the Expert Determination Rules, as qualified by this contract, in making a decision.

(d) The Expert's decision in respect of a disagreement referred under any clause of this contract is final, conclusive and binding for all purposes between the persons in disagreement in the absence of fraud or manifest error.

(e) The costs of the determination are to be paid by the parties equally unless the Expert, in the Expert's sole and absolute discretion, directs otherwise.

46.5 Non-Compliance and failure to apply for Compliance Rebate

If the purchaser:

(a) fails to satisfy any of its obligations under clause 46.1 or 46.2 on or before the last date by which the purchaser may submit an application for payment of the Compliance Rebate to the vendor in accordance with clause 46.3; or

(b) fails to submit an application for payment of the Compliance Rebate to the vendor in accordance with clause 46.3 (and strictly within the timeframe specified within clause 46.3),

then the purchaser is not entitled to make any claim against the vendor in relation to the Compliance Rebate and irrevocably releases the vendor from any claims in relation to the payment of the Compliance Rebate.

46.6 No assignment of rights

(a) The purchaser's rights under this clause 46 are personal to the purchaser or to the End Purchaser (as applicable).

(b) The vendor is not required to:

(i) respond to a notice which is purported to be given for the purposes of clause 46.3(a) by any person other than the purchaser or End Purchaser; or

(ii) pay any Compliance Rebate to any person other than the purchaser under this contract or to an End Purchaser.

(c) For the avoidance of doubt, if the purchaser sells the *property*, the purchaser may nonetheless apply for a Compliance Rebate in accordance with clause 46.3(a) on the basis of, and subject to, the purchaser having procured the satisfaction of all requirements to qualify for a Compliance Rebate in accordance with this clause 46 (and strictly within the timeframe specified within clause 46.3).

46.7 Non-merger

This clause 46 will not merge upon completion.

47. Voluntary planning agreement

(a) The vendor discloses and the purchaser is aware that:

(i) a voluntary planning agreement may be registered on and may encumber the Development Lot or the *property*; and

(ii) the purchaser will not be required to comply with any of the obligations set out in any such planning agreement.

(b) The purchaser cannot make any *requisition* or claim, delay completion or *rescind* or *terminate* because of anything contained in a planning agreement or in this clause 47.

(c) If prior to completion, a voluntary planning agreement as referred to in clause 47(a), is registered on the title of the *property*, the vendor must procure that on completion legal title to the *property* passes to the purchaser free from encumbrance or notation on title in respect of that voluntary planning agreement.

(d) If the vendor determines, acting reasonably, that additional time is required in order to enable it to comply with the requirements of clause 47(c), the vendor may extend the date for completion once, by a period of up to 6 months, by giving notice to the purchaser specifying the new date for completion.

(e) If the vendor cannot comply with the requirements of clause 47(c) on the completion (as extended by clause 47(d)) either party may *rescind*.

48. Death, insolvency, etc

48.1 Death or mental incapacity

If before completion a *party*, being an individual, dies or becomes mentally ill, the other *party* may *rescind*.

48.2 Financial incapacity of purchaser

The purchaser is in breach of an essential obligation of this contract, the vendor may *terminate* by *serving* a notice, and clause 9 applies, if:

(a) the purchaser, being a corporation:

(i) goes into liquidation or provisional liquidation or an application is made for it to be wound up;

(ii) has a receiver, manager, receiver and manager, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer appointed to it or any of its assets;

(iii) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or

(iv) is insolvent or presumed insolvent under the *Corporations Act 2001* (Cth) or stops payment of any of its debts; or

(b) anything occurs in connection with the purchaser under the law of any applicable jurisdiction (other than under the *Bankruptcy Act 1966*) having a substantially similar effect to the events specified in clause 48.2(a).

48.3 Bankruptcy

If the purchaser is a natural person, the purchaser warrants to the vendor that the purchaser:

(a) is not an undischarged bankrupt;

(b) has not entered into a personal insolvency agreement or called a meeting of creditors under Part X of the *Bankruptcy Act 1966*; and

(c) has not committed an act of bankruptcy.

49. Agent's commission

The purchaser represents and warrants that it was not introduced to the *property* or to the vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the vendor other than the vendor's agent named in this contract. The purchaser is liable for and indemnifies the vendor against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the vendor) arising from or incurred in connection with a breach of this warranty.

50. Attachment of documents

50.1 Attachment as agent

The purchaser acknowledges that if before this contract was signed by or on behalf of the purchaser, documents or copies of documents were attached to this contract at the request of the vendor or the vendor's *solicitor* by or on behalf of the purchaser or the purchaser's *solicitor*, the person attaching those documents or copies of documents did so as the agent of the vendor.

50.2 No warranty

Without excluding, modifying or restricting the rights of the purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2022*, the vendor does not warrant that the documents or copies of documents attached to this contract are complete or accurate.

51. Requisitions

(a) The purchaser agrees that the only *requisitions* which will make under clause 5 are the *requisitions* attached as Attachment 4.

(b) The purchaser is deemed to have served the *requisitions* attached as Attachment 4 on the date of this contract.

(c) The vendor is deemed to have served the responses to *requisitions* attached as Attachment 5 on the day that the purchaser is deemed to have served the *requisitions*.

(d) The purchaser acknowledges and agrees that it is satisfied with the responses to *requisitions* provided as Attachment 5 and will not raise any further *requisitions*.

52. Entire agreement

52.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this contract:

(a) embodies the entire understanding of the *parties*, and constitutes the entire terms agreed by the *parties*; and

(b) supersedes any prior written or other agreement of the *parties*.

52.2 No warranty by vendor

(a) Without limiting clause 52.1, the vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the vendor in connection with the *property*, this contract or the Estate is accurate or complete.

(b) This contract describes what the vendor is contracting to deliver and is obliged to deliver to the purchaser upon completion, despite any brochure, advertisement or other document made available by or on behalf of the vendor in connection with the *property*, this contract or the Estate.

52.3 Warranty by purchaser

The purchaser represents and warrants that the purchaser:

(a) has not relied on any brochure, advertisement or other document referred to in clause 52.2;

(b) has made and relies entirely on:

(i) such inspection of the *property* as is practicable at the contract date; and

(ii) its own inquiries in relation to the *property*;

(c) does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this contract;

(d) is satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the *property*;

(e) is satisfied as to the need for and the existence or validity of any development or other approval for the *property*;

(f) the purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of the *property*, including without limitation:

(i) the construction of a dwelling house on the *property*;

(ii) any restriction on the use or development of the *property* under any planning scheme, statute, regulation, local law or permit condition imposed by any Authority empowered to control the use or development of the *property*;

(iii) the suitability of the *property* for the purpose for which the purchaser requires the *property*, including any financial return, income and investment potential of the *property*; and

(iv) all things disclosed by the vendor in this contract; and

(g) despite the terms of this clause, if any representation or warranty has been made by or on behalf of the vendor, then the purchaser confirms, by execution of this contract, that the purchaser has placed no reliance on such warranty or representation in executing this contract.

52.4 No objection by purchaser

The purchaser must not make a *requisition* or claim or attempt to delay completion or attempt to *rescind* or *terminate* or attempt to *terminate* in respect of the matters dealt with in this clause 52.

53. Guarantee and indemnity (where purchaser is a company)

53.1 Application

This clause 53 applies if the purchaser is a corporation, in which event, unless the contrary intention appears:

(a) each director of the purchaser will be a guarantor;

(b) a reference to a guarantor in this clause is a reference to all of the persons named as guarantor jointly and each of them severally; and

(c) an agreement, representation, warranty or indemnity on the part of the guarantor binds the guarantors jointly and each of them severally.

53.2 Guarantee and indemnity

(a) The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract at the request of the purchaser and the guarantor. The guarantor acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

(b) The guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.

(c) If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the vendor within 14 days of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.

(d) If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations within

a reasonable time of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.

(e) As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:

(i) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and

(ii) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.

(f) This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.

(g) The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything that might otherwise affect them at law or in equity including one or more of the following:

(i) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;

(ii) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or

(iii) any variation, assignment or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.

(h) As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor cannot, without the consent of the vendor:

(i) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or

(ii) prove in competition with the vendor if:

A. a liquidator, provisional liquidator, administrator, trustee in bankruptcy or other similar functionary is appointed in respect of the purchaser;

B. the purchaser executes a deed of company arrangement under Part 5.3A of the *Corporations Act 2001* (Cth) or a personal insolvency agreement under Part X of the *Bankruptcy Act 1966* (Cth); or

C. the purchaser is otherwise unable to pay its debts when they fall due.

(i) The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

(j) The guarantor agrees to pay interest at a rate of 10% on any amount under this guarantee and indemnity which is not paid on the due date for payment and is not otherwise accruing interest. The interest accrues daily from and including the due date to and including the date of actual payment and is calculated on actual days elapsed and a year of 365 days. The guarantor agrees to pay this amount within 14 days of demand from the vendor. A demand can be made at any time.

(k) This clause 53 is an essential term of this contract.

54. General

54.1 Governing law

This contract is governed by and must be construed according to the law applying in New South Wales.

54.2 Jurisdiction

Each *party* irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this contract; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 54.2(a).

54.3 Severance

If at any time any provision of this contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this contract; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this contract.

54.4 Information for transfer

For the purposes of clause 30.4, the purchaser acknowledges that sufficient information for the form of transfer is disclosed in this contract and that the vendor need not give any further information to the purchaser.

54.5 No merger

(a) Any clause to which effect is not given by completion or registration of the transfer to the purchaser and which is capable of taking effect after completion or registration does not merge on completion.

(b) Each warranty (except those implied by law) and each indemnity in this contract survives completion or *termination*.

54.6 Notices

(a) How notice given

Despite clauses 20.6.4 and 20.6.5, each communication (including each notice, consent, approval, request and demand) under or in connection with this contract:

(i) must be given to a *party*:

A. using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post, fax or email; and

B. using the address or other details for the *party* set out in this contract (or as otherwise notified by that *party* to each other *party* from time to time under this clause),

(ii) must be in legible writing and in English;

(iii) (in the case of communications other than email) must be signed by the sending *party* or by a person duly authorised by the sending *party*; and

(iv) (in the case of email) must:

A. be sent to adelrio@claytonutz.com and copied to dahua@claytonutz.com;

B. state the name of the sending *party* or a person duly authorised by the sending *party* and state that the email is a communication under or in connection with this contract; and

C. if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving *party* can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

(b) When notice taken to be received

Despite clauses 20.6.4 and 20.6.5, each communication (including each notice, consent, approval, request and demand) under or in connection with this contract is taken to be given by the sender and received by the recipient:

(i) (in the case of delivery by hand or courier service) on delivery;

(ii) (in the case of prepaid express post sent to an address in the same country) on the second *business day* after the date of posting;

(iii) (in the case of prepaid express post sent to an address in another country) on the fourth *business day* after the date of posting;

(iv) (in the case of fax) at the time shown on the transmission confirmation report produced by the fax machine from which it was sent showing that the whole fax was sent to the recipient's fax number;

(v) (in the case of email, whether or not containing attachments) the first to occur of:

A. receipt by the sender of an electronic acknowledgement from the recipient's information system showing confirmation of delivery to the recipient's email address; and

B. 4 hours after the time sent (as recorded on the sender's information system) unless the *party* sending the email receives an automated message that the email has not been delivered,

provided that:

(vi) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:

A. the recipient is absent from the place at which the communication is delivered or sent;

B. the communication is returned unclaimed; and

C. (in the case of email) the email or any of its attachments is opened by the recipient;

(vii) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and

(viii) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).

(c) Notices sent by more than one method of communication.

If a communication delivered or sent under this clause 54.6 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause (b).

54.7 Indemnities

(a) Each indemnity by a party in this contract is a continuing obligation, separate and independent from that party's other obligations and survives completion, *rescission* or *termination* of this contract.

(b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this contract.

(c) A party must pay on demand any amount it must pay under an indemnity in this contract.

54.8 Personal information

(a) The purchaser is aware that the vendor will obtain 'personal information' as defined in the in the *Privacy Act 1988* (Cth) (**Personal Information**) about the purchaser and their associates during the course of the transaction the subject of this contract.

(b) The purchaser agrees that the vendor may retain, use and disclose such Personal Information to any related body corporate of the vendor and to third parties where such disclosure is in connection with the conduct of the vendor's business.

(c) The purchaser consents to the use of Personal Information by the vendor as contemplated by this clause 54.8.

55. GST Residential Withholding Payment

55.1 Amendments to printed form of contract relating to GSTRW payments

(a) On page 3 of first 3 pages of this contract, replace the words "Purchaser must make *a GSTRW payment*" with "*GSTRW payment* required".

(b) Clause 13.7.2 - delete clause 13.7.2 and replace with:

"13.7.2 the purchaser must pay the vendor within 7 days after the vendor makes written demand, in addition to the price an amount equal to the GST payable if this sale is a taxable supply to any extent because of:

- a breach of clause 13.7.1;
- something else known to the purchaser but not to the vendor; or
- any other reason."

(c) Clause 13.14

- insert "(or the relevant recipient of the supply within the meaning of the GST Act)" after "purchaser" where first appearing;

- add a new line and "13.14.1" before "at least";

- delete "2 *business days*" and replace with "10 *business days*";

- after "evidence" insert "reasonably satisfactory to the vendor"; and

– add a new line and insert a new clause 13.14.2 after clause 13.14.1:

"13.14.2 complete the purchaser's solicitor's email address in the *GSTRW Payment Notification Form* and *serve* the confirmation regarding the *GSTRW Payment Notification Form* received from the Australian Taxation Office within 2 *business days* of receipt together with the lodgement reference number and payment reference number issued by the Australian Taxation Office following lodgement of that form;"

55.2 GST Withholding

(a) Clause 30.12 is amended as follows:

(b) Clauses 30.12.1 - delete "Deputy Commissioner of Taxation" and replace with "Commissioner of Taxation (or to such other payee specified by the Australian Taxation Office to receive the *GSTRW payment*)".

(i) Clause 30.12.2 - delete clause 30.12.2 and replace with:

"30.12.2 provide to the vendor on completion:

- the *settlement cheque* for the *GSTRW payment* referred to at clause 30.12.1; and
- a written direction to the vendor's solicitor directing the vendor's solicitor to forward that *settlement cheque* to the payee.

(c) Where the purchaser has provided the settlement cheque for the *GSTRW payment* in accordance with clause 30.12.2, the vendor indemnifies the purchaser against the amount of any penalties or interest charges imposed by the Australian Taxation Office on the purchaser (or the relevant recipient of the supply within the meaning of the GST Act) arising from any failure by the vendor to forward that settlement cheque to the payee.

(d) Clause 30.12.3 - delete "*serve*" and replace with

"on or immediately after completion, complete and lodge the *GSTRW Payment Confirmation Form* and include the purchaser's solicitor's email in that form, and *serve* any confirmation of payment email received from the Australian Taxation Office within 2 *business days* of receipt as"; and

(e) Clause 30.13.1- add "and the purchaser's payment reference number" after "Taxation".

55.3 Potential Residential Land

(a) If the *property* supplied under this contract is potential residential land, and the purchaser (or the relevant recipient of the supply) is:

(i) registered for GST purposes; and

(ii) acquiring the *property* for a creditable purpose,

the purchaser must provide the vendor with a statement to that effect by no later than 15 business days before completion and if such a statement is provided the parties agree and acknowledge that notwithstanding any other provision of this contract, no *GSTRW payment* is required to be made by the purchaser (or the relevant recipient of the supply).

(b) Where the purchaser has provided the statement referred to in clause 55.3(a), the purchaser indemnifies the vendor against the amount of any penalties or interest charges imposed by the Australian Taxation Office on the vendor.

56. Electronic signature, counterparts and electronic communication

56.1 Electronic signature

Each party warrants that immediately prior to entering into this Contract, it has unconditionally consented to:

(a) the requirement for a signature under any law being met; and

(b) any other party to this Contract executing it,

by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.

56.2 Counterparts and electronic communication

(a) This Contract may be executed in any number of counterparts by a party and by the parties on separate counterparts.

(b) Each counterpart constitutes an original of this Contract, and all together constitute one Contract.

(c) Where this Contract is executed in counterparts, its date is taken to be the date on which the last of the parties to do so executes its counterpart(s).

(d) Without limitation, the parties agree that their communication of an offer or acceptance of this Contract, including exchanging counterparts, may be by hand, post, facsimile or any electronic method that evidences that party's execution of this Contract.

57. Resale by purchaser prior to completion

(a) The purchaser must not, prior to completion, without the vendors prior written consent:

(i) advertise or offer to sell the property; or

(ii) enter into or purport to enter into any contract, deed or agreement to sell the property (whether by the way of contract of sale, call option, put option, put and call option, or any other agreement), assign or novate this contract or otherwise dispose of its interest in this contract or the property.

(b) The vendor may grant or withhold its consent in its sole and absolute discretion to any proposed disposal of the purchaser's interest in this contract or the property for the purposes of clause 57(a).

(c) The parties acknowledge and agree that this clause 57 is an essential term of the contract.

(d) If the purchaser breaches clause 57(a), the vendor may terminate the contract by giving notice to the purchaser and the provisions of clause 9 will apply.

(e) If the vendor terminates this contract pursuant to clause 57(d), in addition to, and without in any way limiting the rights which the vendor may have under clause 9, the vendor may sue the purchaser for any costs, loss or damages suffered by the vendor as a result of the purchaser's default including, but not limited to:

(i) commissions payable to any third parties;

(ii) legal costs for the preparation and exchange of any new contracts in relation to the resale of the property or for any action taken by the vendor to enforce its rights under the contract; and

(iii) marketing costs and re-listing fees (but not commission in relation to any resale).

(f) The purchaser may not, without the prior written approval of the vendor, use the vendor's marketing materials for the *property* and Development Lot for the purpose of advertising, selling or leasing the *property*.

58. Restriction on use of property as Child Care facility

(a) The purchaser acknowledges that the vendor proposes to amend the Proposed Instrument so as to prohibit the use of the *property* as a Child Care facility.

(b) The purchaser must not make a *requisition*, or claim, or attempt to delay completion or attempt to *rescind* or *terminate* because of anything contained in this clause 58]

(c) The purchaser warrants to the vendor that it will not seek approval for use of, or use, the property for a Child Care facility and acknowledges that a breach of this warranty will result in the vendor suffering special damage such that damages would not be a sufficient remedy. In light of this, the purchaser acknowledges that the vendor is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the purchaser of this warranty in addition to any other remedies available to the vendor at law or in equity.

For the purposes of this clause:

Child Care facility means a child care centre, a preschool, or a registered child development home.

59. Deposit by Instalments

59.1 Acknowledgement

The purchaser acknowledges that the vendor has an unconditional right:

(a) to have a sum equal to 10% of the price paid as a deposit on the making of this contract; and

(b) to keep or recover that sum as set out in clause 9.1 if the purchaser defaults und this contract.

59.2 Two instalments

The vendor will accept payment of the deposit in 2 instalments, each being equivalent to 5% of the price.

59.3 First instalment

The purchaser must pay the first instalment in accordance with clauses 2.1 and 2.2.

59.3 Second Instalment

The purchaser must pay the second instalment by on later of:

(c) the completion date as set out on the front of this contract; and

(d) the date that is made essential for completion in a valid notice to complete served by either party.

Guarantor execution page

Signed by **the guarantor** specified below, in the presence of:

Signature of witness

Full name of witness

Signature of guarantor

Full name of guarantor

Signed by **the guarantor** specified below, in the presence of:

Signature of witness

Full name of witness

Signature of guarantor

Full name of guarantor

Attachment 1 - Particulars

Item		Particulars
1.	**Compliance Rebate Amount**	means the amount specified on the front page of this contract.
2.	**Registration Sunset Date**	1 November 2026
3.	**Development Lot**	2989/1293392, 2990/1293392, 2991/1293392 and 3000/1293392 (refer Attachment 7).

Attachment 2 - Proposed Plan

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)

Office Use Only

Registered:

Title System:

Office Use Only

DRAFT

REVISION: [09] DATED: 13/06/2024

PLAN OF
SUBDIVISION OF LOT 4299 IN D.P.
BEING A RESUBDIVISION OF LOTS 2989, 2990, 2991 & 3000 IN D.P.1293392

LGA: CAMPBELLTOWN
Locality: MENANGLE PARK
Parish: MENANGLE
County: CUMBERLAND

Survey Certificate

I, RAZAK ALBERT ALHASSAN

of Colliers International Engineering & Design NSW Pty Ltd

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on ....., or~~

~~*(b) The part of the land shown in the plan(*being/*excluding **.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'A' - 'B'

Type: ~~*Urban~~/~~*Rural~~

The terrain is ~~*Level-Undulating~~ / ~~*Steep-Mountainous~~

Signature: .....Dated: .....

Surveyor Identification No: 9002
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of ~~survey/compilation~~.

PLAN NOT FOR NSW
LRS INVESTIGATION

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.
SEE SHEET 2

Surveyor's Reference: 1786-5 STAGE 4.2

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

CAD REF: G:\Acquired\CR\Projects\Legacy\1786-5 Stage 4 & 5\Survey\Plans\Plan_88B\1786-5G ST4.2 S06 [09] - DRAFT - G.A. - A.A.

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Office Use Only

Registered:

PLAN OF
SUBDIVISION OF LOT 4299 IN D.P. BEING A RESUBDIVISION OF LOTS 2989, 2990, 2991 & 3000 IN D.P.1293392

Subdivision Certificate number: .....

Date of Endorsement: .....

Office Use Only

DRAFT

REVISION: [09] DATED: 13/06/2024

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

IT IS INTENDED TO DEDICATE TO THE PUBLIC:
1. DANEHILL AVENUE (21.4 WIDE) (EXTENSION) 12, LANE 6 (7 WIDE)
2. BISCAY CIRCUIT (17.9 WIDE) (EXTENSION)
3. ROAD 45 (14.8 WIDE)
4. ROAD 46 (14.8 WIDE)
5. ROAD 47 (14.8 WIDE)
6. ROAD 48 (14.8 WIDE)
7. ROAD 49 (14.8 WIDE)
8. ROAD (50 14.8 WIDE)
9. ROAD 51 (14.8 WIDE)
10. ROAD 55 (14.8 WIDE & VARIABLE)
11. LANE 5 (7 WIDE & VARIABLE)
12. LANE 6 (7 WIDE & VARIABLE)

AS PUBLIC ROAD

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (O)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
4. RESTRICTION ON THE USE OF LAND (D)
5. RESTRICTION ON THE USE OF LAND (E)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (F)
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. EASEMENT TO DRAIN WATER 2 WIDE (G)
19. EASEMENT FOR PADMOUNT SUBSTATION 3.75 WIDE (H)

PLAN NOT FOR NSW
LRS INVESTIGATION

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1786-5 STAGE 4.2

CAD REF: G:\Acquired\CR\Projects\Legacy\1786-5 Stage 4 & 5\Survey\Plans\Plan_88B\1786-5G ST4.2 S06 [09] - DRAFT - G.A. - A.A.

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION SHEET 1 OF 4 SHEETS

SCHEDULE OF CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	173°15'50"	21.08	21.115	108.95
2	65°55'45"	7.39	7.39	160.7
3	64°28'20"	0.78	0.78	160.7
4	245°38'55"	5.495	5.495	119.8
5	249°41'00"	11.37	11.375	119.8
6	255°04'40"	11.18	11.180	119.8
7	260°23'25"	11.035	11.04	119.8
8	264°10'15"	4.77	4.77	119.8
9	263°37'30"	5.505	5.505	93.5
10	259°07'45"	9.17	9.17	93.5
11	253°32'25"	9.065	9.065	93.5
12	247°55'35"	9.25	9.255	93.5
13	242°01'30"	10.005	10.01	93.5
14	237°26'10"	2.97	2.97	93.5
15	61°48'10"	8.555	8.565	46.5
16	78°22'35"	18.22	18.34	46.5
17	11°02'45"	24.445	24.495	108.95
18	81°28'45"	15.745	15.8	53.5
19	66°23'45"	12.335	12.365	53.5
20	58°09'00"	3.035	3.035	53.5
21	59°56'25"	10.305	10.31	86.5
22	67°52'25"	13.62	13.635	86.5
23	77°10'10"	14.425	14.445	86.5
24	83°38'00"	5.07	5.07	86.5
25	82°56'15"	8.795	8.8	127.4
26	78°25'50"	11.24	11.245	127.4
27	73°21'20"	11.32	11.325	127.4
28	68°24'15"	10.69	10.69	127.4
29	63°33'35"	10.845	10.85	127.4
30	58°33'45"	11.37	11.375	127.4
31	53°37'15"	10.595	10.6	127.4
32	48°27'45"	12.335	12.34	127.4
33	40°28'00"	23.185	23.215	127.4
34	221°31'55"	24.655	24.705	112.6
35	235°27'40"	29.96	30.05	112.6
36	247°18'10"	16.48	16.495	112.6
37	258°10'55"	26.2	26.26	112.6
38	87°13'45"	8.1	8.1	121.05
39	92°53'25"	15.81	15.82	121.05
40	102°42'25"	25.605	25.655	121.05
41	114°11'45"	22.86	22.895	121.05
42	124°05'20"	9.36	9.365	138.95
43	118°57'25"	15.525	15.53	138.95
44	112°42'50"	14.74	14.745	138.95
45	107°40'50"	9.67	9.67	138.95
46	187°07'55"	18.15	18.165	137.4
47	186°32'45"	18.695	18.715	122.6
48	94°31'50"	8.5	8.5	138.95
49	90°25'00"	11.56	11.45	138.95
50	86°41'00"	6.65	6.65	138.95
92	1°41'45"	11	11	108.95
93	33°38'05"	8.91	8.91	107.4

PRELIMINARY PLAN ONLY LOT DIMENSIONS AND AREAS SUBJECT TO SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

PROPOSED EASEMENT LOCATIONS ARE INDICATIVE ONLY & SUBJECT TO DEVELOPMENT CONSENT, DETAILED DESIGN, CONSTRUCTION, SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

PLAN NOT FOR NSW LRS INVESTIGATION

DIAGRAM 1
SCALE 1:150

SCHEDULE OF SHORT LINES

95	58°40'15"	0.5
96	58°40'15"	0.5
97	334°20'00"	0.5
98	334°20'00"	0.5

SCHEDULE OF CURVED LINES

111	48°31'00"	2.75	2.75	112.6
112	187°28'10"	4.245	4.71	3
113	272°28'10"	4.245	4.71	3
114	47°13'55"	2.3	2.3	112.6
115	49°48'05"	2.3	2.3	112.6
116	51°04'35"	2.705	2.705	112.6
117	182°28'10"	7.07	7.855	5
118	272°28'10"	7.07	7.855	5
119	45°57'35"	2.7	2.7	112.6

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE (A)
'C' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
'D' - RESTRICTIONS ON THE USE OF LAND (D)
'E' - RESTRICTION ON THE USE OF LAND (E)
'F' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (F)
'G' - EASEMENT TO DRAIN WATER 2 WIDE (G)

SURVEYOR
Name: RAZAK ALBERT ALHASSAN
Colliers International Engineering & Design NSW Pty Ltd
Date:
Reference: 1786-5 STAGE 4.2

PLAN OF
SUBDIVISION OF LOT 4299 IN D.P. BEING A RESUBDIVISION OF LOTS 2989, 2990, 2991 & 3000 IN D.P.1293392

LGA: CAMPBELLTOWN
Locality: MENANGLE PARK
Reduction Ratio: 1: 500
Lengths are in metres

Registered

D.P. DRAFT
REVISION: [09] DATED: 13/06/2024

CAD REF: G:\Acquired\LCR\Projects\Legacy\1786-5 Stage 4 & 5\Survey\Plans\Plan_86B\1786-5S ST4.2 S9\[09] - DRAFT - G.A. - A.A.



PLAN NOT FOR NSW LRS INVESTIGATION

PRELIMINARY PLAN ONLY LOT DIMENSIONS AND AREAS SUBJECT TO SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

PROPOSED EASEMENT LOCATIONS ARE INDICATIVE ONLY & SUBJECT TO DEVELOPMENT CONSENT, DETAILED DESIGN, CONSTRUCTION, SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

SHEET 1

SURVEYOR Name: RAZAK ALBERT ALHASSAN Colliers International Engineering & Design NSW Pty Ltd Date: Reference: 1786-5 STAGE 4.2	PLAN OF SUBDIVISION OF LOT 4299 IN D.P. BEING A RESUBDIVISION OF LOTS 2989, 2990, 2991 & 3000 IN D.P.1293392	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 500 Lengths are in metres	Registered	D.P. DRAFT REVISION: [09] DATED: 13/06/2024

CAD REF: G:\Acquired\LR\Projects\Legacy\1786-5 Stage 4 & 5\Survey\Plans\Plan_B\B\1786-5S ST4.2 S\R\[09] - DRAFT - G.A. - A.A.

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE (A)
'B' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (B)
'D' - RESTRICTIONS ON THE USE OF LAND (D)
'E' - RESTRICTION ON THE USE OF LAND (E)
'F' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (F)
'G' - EASEMENT TO DRAIN WATER 2 WIDE (G)
'H' - EASEMENT FOR PADMOUNT SUBSTATION 3.75 WIDE (H)
'O' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (O)
'X' - PART OF LOT 4298 BENEFITED BY EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (O)

SCHEDULE OF CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
81	82°13'55"	13.01	13.015	121.05
82	83°03'05"	10.965	10.965	138.95
83	77°53'45"	14.03	14.04	138.95
84	73°12'55"	8.665	8.67	138.95
85	335°28'35"	17.06	17.075	122.6
86	335°06'15"	17.345	17.355	137.4
87	59°44'55"	10.905	10.91	138.95
88	54°36'45"	14	14.005	138.95
89	50°13'35"	7.265	7.265	138.95
90	323°34'30"	11.145	11.155	82.6
91	322°54'35"	10.88	10.89	97.4
94	352°57'40"	11.275	11.275	137.4

SCHEDULE OF CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
59	59°37'15"	9.905	9.905	140.2
60	55°35'40"	9.795	9.8	140.2
61	51°32'45"	10.01	10.015	140.2
62	49°06'50"	1.885	1.885	140.2
63	53°58'40"	10.34	10.355	56.5
65	68°48'40"	2.7	2.7	63.5
66	63°26'55"	9.175	9.185	63.5
67	54°56'50"	9.65	9.66	63.5
68	49°39'35"	2.065	2.065	63.5
69	50°11'55"	6.29	6.29	122.6
70	55°17'30"	15.49	15.5	122.6
71	62°56'00"	17.19	17.205	122.6
72	70°14'55"	14.09	14.095	122.6
73	69°09'30"	27.105	27.15	137.4
74	61°03'15"	11.72	11.725	137.4
75	56°12'05"	11.55	11.55	137.4
76	51°15'40"	12.14	12.145	137.4
77	49°01'25"	1.245	1.245	121.05
78	54°25'10"	21.53	21.56	121.05
79	64°18'55"	20.235	20.26	121.05
80	74°07'50"	21.185	21.215	121.05

SCHEDULE OF SHORT LINES

107	48°43'45"	0.5
108	48°43'45"	0.5
109	318°43'45"	0.5
110	318°43'45"	0.5

M.G.A.2020 SCIMS

PLAN NOT FOR NSW LRS INVESTIGATION

PRELIMINARY PLAN ONLY LOT DIMENSIONS AND AREAS SUBJECT TO SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

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SURVEYOR
Name: RAZAK ALBERT ALHASSAN
Colliers International Engineering & Design NSW Pty Ltd
Date:
Reference: 1786-5 STAGE 4.2

PLAN OF
SUBDIVISION OF LOT 4299 IN D.P. BEING A RESUBDIVISION OF LOTS 2989, 2990, 2991 & 3000 IN D.P.1293392

LGA: CAMPBELLTOWN
Locality: MENANGLE PARK
Reduction Ratio: 1: 500
Lengths are in metres

Registered

D.P. DRAFT
REVISION: [09] DATED: 13/06/2024

CAD REF: G:\Acquisition\LCR\Projects\Legacy\1786-5 Stage 4 & 5\Survey\Plans\Plan_B\B1786-5S ST4.2 S5R\ [09] - DRAFT - G.A. - A.A.

M.G.A.2020
SCIMS

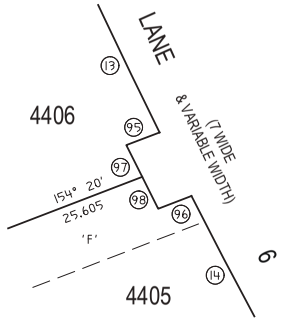


DIAGRAM 3
SCALE 1:50

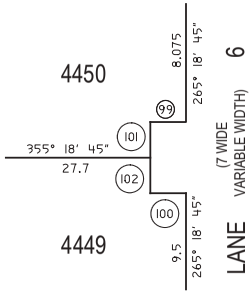


DIAGRAM 4
SCALE 1:50

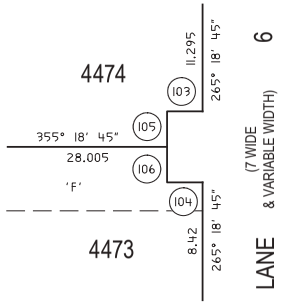


DIAGRAM 5
SCALE 1:50

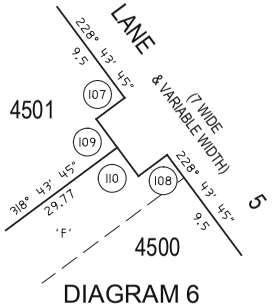


DIAGRAM 6
SCALE 1:50

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
95	58°40'15"	0.5
96	58°40'15"	0.5
97	334°20'00"	0.5
98	334°20'00"	0.5
99	85°18'45"	0.5
100	85°18'45"	0.5
101	355°18'45"	0.5
102	355°18'45"	0.5
103	85°18'45"	0.5
104	85°18'45"	0.5
105	355°18'45"	0.5
106	355°18'45"	0.5
107	48°43'45"	0.5
108	48°43'45"	0.5
109	318°43'45"	0.5
110	318°43'45"	0.5

SCHEDULE OF CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
13	242°01'30"	10.005	10.01	93.5
14	237°26'10"	2.97	2.97	93.5

'F' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (F)

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PRELIMINARY PLAN ONLY LOT DIMENSIONS AND AREAS SUBJECT TO SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

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SURVEYOR
Name: RAZAK ALBERT ALHASSAN
Colliers International Engineering & Design NSW Pty Ltd
Date:
Reference: 1786-5 STAGE 4.2

PLAN OF
SUBDIVISION OF LOT 4299 IN D.P. BEING A RESUBDIVISION OF LOTS 2989, 2990, 2991 & 3000 IN D.P.1293392

LGA: CAMPBELLTOWN
Locality: MENANGLE PARK
Reduction Ratio: 1: 500
Lengths are in metres

Registered

D.P. DRAFT
REVISION: [09] DATED: 13/06/2024

CAD REF: G:\Acquired\LDR\Projects\Legacy\1786-5 Stage 4 & 5\Survey\Plans\Plan_B\B1786-5S ST4.2 S5\5 [09] - DRAFT - G.A. - A.A.

Attachment 3 - Proposed Instrument (accompanying Proposed Plan)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres — Sheet 1 of 15 Sheets.

Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

Full Name and address of Proprietor of land:	DAHUA Group Sydney Project 3 Pty Ltd ABN 49 606 391 922 Suite 2, Level 20, 201-217 Elizabeth Street SYDNEY NSW 2000
DRAFT V08 10/04/2024 Easements/restrictions/covenants are subject to construction. Additional easements/restrictions/covenants may be required for Council and/or statutory purposes that are not yet known.	

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	4428	4427
		4429	4426, 4427 and 4428
		4430	4426, 4427, 4428 and 4429
		4431	4426, 4427, 4428, 4429 and 4430
		4438	4437
		4439	4437, 4438 and 4440
		4298 ST 4.1	4437, 4438, 4439 and 4440
		4441	4442, 4443 and 4444
		4442	4443 and 4444
		4443	4444
		4457	4459, 4461, 4462, 4463, 4464, 4465, and 4466
		4458	4459, 4461, 4462, 4463, 4464, 4465 and 4466
		4459	4461, 4462, 4463, 4464, 4465 and 4466
		4461	4462, 4463, 4464, 4465 and 4466
		4462	4463, 4464, 4465 and 4466
		4463	4464, 4465 and 4466
		4464	4465 and 4466
		4465	4466

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 08: 10/04/2024

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General Manager / Authorised Officer

Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	4467 4468 4469 4482 4483 4484 4486 4487 4488 4491 4492 4493 4494 4522 4523 4524 4525 4526 4527 4528 4530 4532 4541 4298 STG 4.1 4543	4468, 4469 and 4470 4469 and 4470 4470 4484, 4486, 4487 and 4488, 4489 4484, 4486, 4487, 4488 and 4489 4486, 4487, 4488, and 4489 4487, 4488 and 4489 4488 and 4489 4489 4490 4493, 4494 and 4495 4494 and 4495 4495 4523, 4524, 4525, 4526, 4527, 4528, 4529 and 4530 4524, 4525, 4526, 4527, 4528, 4529 and 4530 4525, 4526, 4527, 4528, 4529 and 4530 4526, 4527, 4528, 4529 and 4530 4527, 4528, 4529 and 4529 4528, 4530 and 4529 4529 and 4530 4529 4531 4540 and 4542 4540, 4541 and 4542 4544
2.	Easement for Access and Maintenance 0.9 wide (O)	4517, 4518 and 4520 4539 4538 4537 4536 4535 4534	4521 4521 and 4522 4523 4524 4525 4526 4527

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 08: 10/04/2024

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General Manager / Authorised Officer

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Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access and Maintenance 0.9 wide (O)	4533 4544 4545 and Pt.4298	4528 4545 Pt.4298 denote 'X'
3.	Easement for Padmount Substation 2.75 wide (C)	4425 and 4519	Epsilon Distribution Ministerial Holding Corporation
4.	Restriction on the Use of Land (D)	Part of Lot 4424, Part of 4425, Part of Lot 4518 and Part of Lot 4519 designated 'D'	Epsilon Distribution Ministerial Holding Corporation
5.	Restriction on the Use of Land (E)	Part of Lot 4424, Part of 4425, Part of Lot 4518 and Part of Lot 4519 designated 'E'	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction on the Use of Land	4401 – 4546 inclusive	Campbelltown City Council
7.	Restriction on the Use of Land	4401 – 4546 inclusive	Campbelltown City Council
8.	Restriction on the Use of Land	4401 – 4546 inclusive	Campbelltown City Council
9.	Restriction on the Use of Land	4401 – 4546 inclusive	Campbelltown City Council
10.	Restriction on the Use of Land	4401 – 4546 inclusive	Every other Lot 4401-4546 inclusive
11.	Restriction on the Use of Land	4401 – 4546 inclusive	Every other Lot 4401-4546 inclusive
12.	Restriction on the Use of Land	4401 – 4546 inclusive	Every other Lot 4401-4546 inclusive
13.	Restriction on the Use of Land	4401 – 4546 inclusive	Campbelltown City Council
14.	Easement for Access and Maintenance 0.9 wide (F)	4401 4402 4403 4404 4405 4406	4402 4403 4404 4405 4406 4407

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APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 08: 10/04/2024

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General Manager / Authorised Officer

Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
14.	Easement for Access and Maintenance 0.9 wide (F)	4407 4408 4409 4410 4445 4446 4447 4448 4471 4472 4473 4496 4497 4498 4499 4500 4501 4502 4503	4408 4409 4410 4411 4446 4447 4448 4449 4472 4473 4474 4497 4498 4499 4500 4501 4502 4503 4504
15.	Restriction on the Use of Land	4401- 4412 inclusive 4445-4450 inclusive 4471-4475 inclusive 4496-4505 inclusive	Campbelltown City Council
16.	Restriction on the Use of Land	4506-4515 inclusive	Campbelltown City Council
17.	Restriction on the Use of Land	4416-4423 inclusive 4451, 4466, 4476, & 4491	Campbelltown City Council
18.	Easement to Drain Water 2 Wide (G)	4431 4441 4457	4426, 4427, 4428, 4429 & 4430 4442, 4443 & 4444 4459, 4461, 4462, 4463,4464, 4465 & 4466

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Revision 08: 10/04/2024

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General Manager / Authorised Officer

Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
18.	Easement to Drain Water 2 Wide (G)	4491	4490
		4492	4493, 4494 & 4495
		4516	4518, 4521 to 4530 inclusive,
		4517	4518, 4521 to 4530 inclusive
		4518	4521 to 4530 inclusive
		4521	4522 to 4530 inclusive
		4532	4531
		4543	4544

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Revision 08: 10/04/2024

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General Manager / Authorised Officer

Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

Part 2

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 & 18 in the plan.

An Easement to Drain Water the terms of Part 3 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Name of Authority empowered to release vary or modify the terms of the easement numbered 1 & 18 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

2. Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

The owner of the lot benefited may:

(a) with prior reasonable notice given to the owner of the lot burdened or occupier of a lot burdened use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping, and maintenance of any structure belonging to the owner of the lot benefited which cannot otherwise reasonably be carried out; and
(b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
(c) do anything reasonably necessary for those purposes, including:

- entering the lot burdened.
- taking anything on to the lot burdened; and
- carrying out works within the site of the easement.

In exercising these powers, the owner of the lot benefited must:

(a) ensure all the work is done properly.
(b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened.
(c) cause as little damage as is practicable to the lot burdened and any improvements on it;
(d) restore the lot burdened as nearly as practicable to its former condition; and
(e) make good any collateral damage.

Name of Authority empowered to release vary or modify the terms of the easement numbered 2 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

3. Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

The terms set out in Section 1 of Memorandum **No. AR578978** are incorporated into this document.

Name of Authority empowered to release vary or modify easement numbered 3 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

4. Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan

The terms set out in Section 8 of Memorandum **No. AR578978** are incorporated into this document.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

5. Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

The terms set out in Section 9 of Memorandum **No. AR578978** are incorporated into this document.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

6. Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

No building shall be erected or remain on the land hereby burdened unless it has been designed in accordance with the measures and controls contained within the Noise Impact Assessment Report prepared by Noise Impact Assessment Report prepared by TTM Reference 17SYA0027 R07_1 Stage 4 South

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Revision 08: 10/04/2024

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General Manager / Authorised Officer

Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 6 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

7. Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footing/foundations have been designed by a practicing qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by the Council.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 7 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

8. Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

No building shall be erected or shall be allowed to remain on the lots burdened unless the floor level of any habitable room is constructed not less than 300mm above the finished ground levels adjacent to those floor levels.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

9. Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No building shall be erected or remain on the land hereby burdened unless it has been designed in accordance with the measures and controls contained within the Bushfire Assessment Report titled 'Bushfire Assessment Residential Subdivision – Stage 4 South Menangle Park prepared for Dahua Group Sydney Ref: 19022

Name of Authority empowered to release vary or modify the terms of the restriction numbered 9 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

10. Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

1. Restriction
   For so long as this Restriction on the Use of Land applies, the lots hereby burdened must comply with design and construction requirements in or substantially in the form of the 'Design Guidelines' version 2 dated June 2023 and which are available from The Menangle Park Sales Centre, 160 Menangle Road, Menangle Park NSW 2563.

2. The design is to be submitted to Dahua Group Sydney Project 3 Pty Ltd (**Dahua 3**) for approval (**Design**) prior to any construction works being carried out.

3. The registered proprietor of the lot hereby burdened must comply with any comments or directions given by Dahua 3 in relation to the Design and resubmit an amended application for approval until the Design is approved by Dahua 3 **(Approved Design**).

4. The Approved Design:

   (a) may be submitted to Campbelltown City Council (**Council**) or to a Private Certifier on receipt of approval from Dahua 3; and

   (b) must not be altered without the approval of Dahua 3 if the alterations would be inconsistent with the Design Guidelines.

5. The registered proprietor of the lot hereby burdened must not carry out any construction works which are inconsistent with the Approved Design.

6. This Restriction on the Use of Land ceases to apply and is released on the date which is 4 years after the date of registration of the plan.

Name of Party empowered to release vary or modify the terms of the restriction numbered 10 in the plan is Dahua Group Sydney Project 3 Pty Ltd for so long as it is the registered proprietor of any lot benefited by this restriction (or any land into which such benefited lots are subdivided), and thereafter, each subsequent registered proprietor of each lot benefited by this restriction.

11. Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

For so long as this Restriction on the Use of Land applies, the lots hereby burdened must not be used as a display home or showcase home.

For the purposes of this clause a display home or showcase home means a dwelling which is available or intended to be available for viewing by members of the public (whether generally or by appointment) for the purpose of:

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(a) displaying other homes available for purchase from; or
(b) or dwellings able to be constructed by a builder whether or not that builder is related to the owner of the lot.

The Restriction on the Use of Land ceases to apply and is released on the date which is 5 years after the date of registration of the plan.

Name of Party empowered to release vary or modify the terms of the restriction numbered 11 in the plan is Dahua Group Sydney Project 3 Pty Ltd, whilst ever it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time, Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

12. Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

No dividing fence shall be erected on the lot burdened unless it is erected without expense of Dahua, its successors and assigns other than purchasers on sale.

Name of party empowered to release vary or modify the terms of the covenant numbered 12 in the plan is Dahua Group Sydney Project 3 Pty Ltd. whilst ever it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time, Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

13. Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

Development Consent shall not be issued for any structure, on the site, where civil works, structural support or ancillary work including retaining walls associated with the development have not been included in the application or not have prior approval from Campbelltown City Council.

Name of Authority empowered to release vary or modify the terms of the covenant numbered 13 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

14. Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

The owner of the lot benefited may:

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(d) with prior reasonable notice given to the owner of the lot burdened or occupier of a lot burdened use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping, and maintenance of any structure belonging to the owner of the lot benefited which cannot otherwise reasonably be carried out; and
(e) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
(f) do anything reasonably necessary for those purposes, including:

- entering the lot burdened;
- taking anything on to the lot burdened; and
- carrying out works within the site of the easement.

In exercising these powers, the owner of the lot benefited must:

(f) ensure all the work is done properly.
(g) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened.
(h) cause as little damage as is practicable to the lot burdened and any improvements on it;
(i) restore the lot burdened as nearly as practicable to its former condition; and
(j) make good any collateral damage.

Name of Authority empowered to release vary or modify the terms of the easement numbered 14 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

15. Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

No vehicle access shall be permitted on the lot(s) hereby burdened from any part of Danehill Avenue.

Name of Authority empowered to release vary or modify the terms of the covenant numbered 15 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

16. Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan.

No vehicle access shall be permitted on the lot(s) hereby burdened from any part of Lane Way 5.

DRAFT

Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

Name of Authority empowered to release vary or modify the terms of the covenant numbered 16 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

17. Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan.

No vehicle access shall be permitted on the lot(s) hereby burdened from any part of Lane Way 6.

Name of Authority empowered to release vary or modify the terms of the covenant numbered 17 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

DRAFT

Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

Execution:

Executed for and on behalf of **Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 922** by its attorney under a power of attorney dated. 12 May 2021 and registered Book 4787 No. 72 in the presence of:

Signature of witness

Signature of attorney

Full name of witness

Full name of attorney

Full name of witness

Signed for and on behalf of **Australia and New Zealand Banking Group Limited** by its attorney under a power of attorney dated _____ registered in NSW Book _____ No._____ in the presence of:

Signature of witness

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

Full name of witness

Full name of attorney

Address of witness

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 08: 10/04/2024

.....
General Manager / Authorised Officer

DRAFT

Lengths are in Metres

Plan:

Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:
Simon Lawton
Strategic Property Manager

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:
Book 4782 No 292

Signing on behalf of:
Endeavour Energy Network Asset Partnership ABN 30 586 412 717

Endeavour Energy reference:

Date of signature:

DRAFT

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 08: 10/04/2024

.....
General Manager / Authorised Officer

Plan: Plan of Subdivision of Lots 2989, 2990, 2991 & 3000 IN D.P. 1293392 covered by Council's Subdivision Certificate No.

Campbelltown City Council by its authorised delegate pursuant to s 378 Local Government Act 1993:

_____

Name of Delegate

_____

Signature of Delegate

_____

Date of Signature

I certify that I am an eligible witness and that the delegate signed in my presence

_____

Name of Witness

_____

Signature of Witness

_____

Date of Signature

_____

Address of Witness

DRAFT

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 08: 10/04/2024

……
General Manager / Authorised Officer

Attachment 4 - Form of requisitions

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: as specified on the front page of this contract
Purchaser: as specified on the front page of this contract
Property: as specified on the front page of this contract
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are In writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948.*)
5. If the tenancy is subject to the *Residential Tenancies Act 2010*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should he registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act 1993*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. please provide a copy in advance.

(e) In respect of any residential building work earned out in the last 7 years:
- (i) please Identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builders name and licence number,
- (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) entered, Into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
- (c) if the swimming pool has been approved under the *Local Government Act 1993* please provide details.
- (d) are there any outstanding notices or orders?

18.
- (a) to whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware if any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* of the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor (aware of any rights, licences,. easements, covenants or restrictions as to use other than those disclosed in the Contract?

20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the property?

21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?

22.
- (a) Dose the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?

23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

28. The purchaser reserves the right to make further requisitions prior to completion.

29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Attachment 5 - Responses to requisitions

RESPONSES TO RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: as specified on the front page of this contract
Purchaser: as specified on the front page of this contract
Property: as specified on the front page of this contract
Dated:

Possession and tenancies

1. Noted.
2. Not so far as the vendor is aware.
3. (a) Not applicable.
   (b) Not applicable.
   (c) Not applicable.
   (d) Not applicable.
   (e) Not applicable.
   (f) Not applicable.
4. No.
5. (a) Not applicable.
   (b) Not applicable.

Title

6. Noted.
7. Noted.
8. Not so far as the vendor is aware.
9. On completion.
10. Not applicable.

Adjustments

11. Noted. Vendor draws the purchaser's attention to the provisions of clause 42.
12. Purchaser to rely on its own enquiries.

Survey and building

13. Noted.
14. No. No survey report will be provided.
15. (a) Yes - so far as the vendor is aware. Purchaser to make on its own enquiries.
    (b) No - not so far as the vendor is aware. Purchaser to make on its own enquiries.
    (c) No. No building certificate will be provided.
    (d) No. No Final Occupation Certificate will be provided.
    (e) Not applicable.
16. No.
17. Not applicable.
18. Not applicable.

Affectations

19. No.
20. (a) Vendor relies on contract. Purchaser to make on its own enquiries.
    (b) Vendor relies on contract. Purchaser to make on its own enquiries.
    (c) Vendor relies on contract. Purchaser to make on its own enquiries.
21. (a) Vendor relies on contract. Purchaser to make on its own enquiries.
    (b) Vendor relies on contract. Purchaser to make on its own enquiries.
    (c) Vendor relies on contract. Purchaser to make on its own enquiries.
    (d) Vendor relies on contract. Purchaser to make on its own enquiries.
    (e) Vendor relies on contract. Purchaser to make on its own enquiries.
    (f) Vendor relies on contract. Purchaser to make on its own enquiries.
22. (a) Vendor relies on contract. Purchaser to make on its own enquiries.
    (b) Vendor relies on contract. Purchaser to make on its own enquiries.
    (c) Vendor relies on contract. Purchaser to make on its own enquiries.
23. Not so far as the vendor is aware. Purchaser to make on its own enquiries.

Capacity

24. Noted.

Requisitions and transfer

25. Noted.
26. Noted.
27. Noted.
28. Vendor draws the purchaser's attention to clause 51(d).
29. Noted.

Attachment 6 - Design Guidelines

Menangle Park

LIVE LIFE AT YOUR OWN PACE

DESIGN GUIDELINES

Menangle Park
Stage 4 South



DAHUA GROUP

Version 1 - July 2023



Artist Impression

DESIGN GUIDELINES

Menangle Park Stage 4 South

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LIVE LIFE AT YOUR OWN PACE

1 INTRODUCTION

Welcome to Menangle Park

Menangle Park is a new 'Parkland Town' positioned at the junction of Hume Highway and Menangle Road, less than 10 minutes south-west of Campbelltown CBD. This new community will be focused around health (live, work and play), nature and connectivity.

These Guidelines

These Design Guidelines form part of our commitment to creating a community that is a great place to live, both now and well into the future. The Guidelines apply to all dwellings to be built within Menangle Park and will form part of the contract you enter into when you purchase land.

The aim of these Guidelines is to enable both quality and consistency to be realised in this development and ensure the creation of an attractive riverside community with a point of difference from adjoining residential communities. It is intended that by controlling certain built form and landscape components, the quality of the community will be uplifted and residents' experience improved. Menangle Park South will be delivered as quality housing that contributes to a pedestrian friendly environment, meets the needs of the future market and retains the value on investment made.

The design guidelines have been established to reinforce the Menangle Park Vision and Values and to achieve the following Principles:

- Riverfront Lifestyle
- An Attractive Pedestrian Environment
- A Consistent Quality
- Climate Response
- Quality Materials

The Methodology

The Menangle Park South Guidelines are the result of a rigorous place analysis and audit process and a collaborative multi-disciplinary approach to understand the Menangle Park vision, market demand and commercial reality for future residents of Menangle Park.

The place analysis and audit involved the evaluation and documentation of local, national and international communities. The imagery that resonated with the Menangle Park team was distilled into areas of interest to inform the key design components. These include:

- The pedestrian experience and the critical interface between the public and private domain
- The relationship of landscape and fencing in relation to built form and public/private delineation
- Architectural character
- Roofs from pedestrian perspective and as a collective roofscape
- Façade proportions and light and shade
- Quality and appropriate materials and colour tones

Your Home at Menangle Park

Dahua Australia, the developer of Menangle Park, is fully committed to creating community focused projects and housing products that reflect the unique culture and community of the region coupled with attractive and affordable options for residents.

We understand that your family home is one of the greatest personal investments that you will make in your life. These Design Guidelines have been designed to enhance and protect the value of your home at Menangle Park. It is important that you discuss these with your homebuilder or architect during the early stages of planning the design of your home.

These Design Guidelines detail the mandatory building controls that apply to homes within Menangle Park but are not in lieu of any requirements contained within the local Development Control Plan.

The aim of these Guidelines is to ensure attractive streetscapes are achieved throughout Menangle Park by encouraging homes that are complementary to their surroundings, whilst also allowing a wide range of personal choice.

Application of the Guidelines

Approval for siting and design of all homes will need to be first assessed by the Dahua Design Administrator for compliance with the Design Guidelines and then approved by Campbelltown City Council or an Independent Certifier for development and construction approval.

This process will ensure that home designs and siting on lots will provide surety to all purchasers on the overall outcome of this residential community and particularly siting and design of residences.

A Compliance Rebate may be claimed once your home and landscaping is completed in accordance with these guidelines. Refer to section 2.2 for rebate amount.

Purchasers are required to complete the dwelling and landscaping within 30 months of registration. This must include issuing the Certificate of Occupancy of your dwelling.



Proposed Future Town Centre

LIVE LIFE AT YOUR OWN PACE

2 APPROVAL PROCESS

Scan the QR code for Design Approval Portal Access and Download Design Guidelines.

2.1 Approval Process

STEP ONE

Ensure your house design meets the Development Control Plan, Complying Development Code and Menangle Park Design Guidelines.

STEP TWO

a. Complete the Design Guidelines Application Form (section 4.3).

b. Submit the Design Guidelines Application Form and essential documents through Menangle Park Design Approval Portal: **menanglepark.com.au/design-approvals/**

c. Council or an Independent Certifier issues your development approval and Construction Certificate.

d. Then you can commence building your new home.

Refer to forms in section 4. Remember your new home and dwelling must be completed within 30 months of registration.

STEP THREE

Home is completed in accordance with approvals and Occupation Certificate is issued.

STEP FOUR

Complete your landscaping in accordance with approvals.

Remember dwelling and landscaping must be completed within 30 months of registration.

STEP FIVE

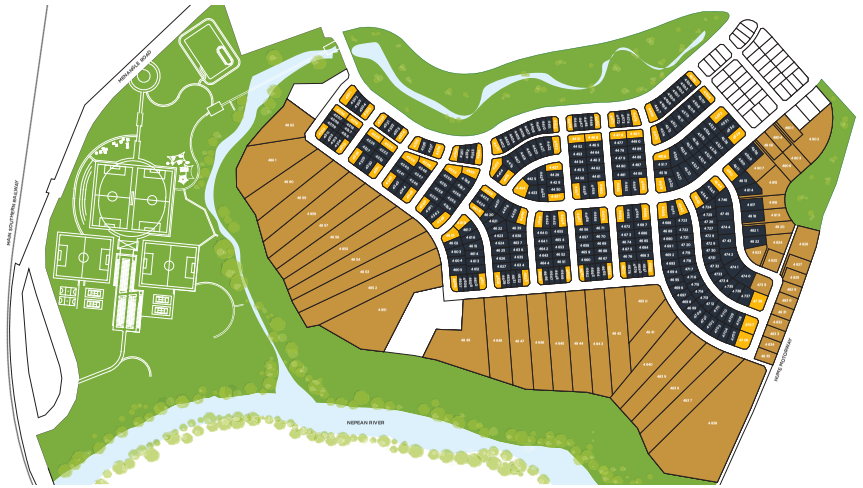
a. Claim your Compliance Rebate by completing the Compliance Rebate Application Form (section 4.4).

b. Submit the Compliance Rebate Application Form and essential documents through Menangle Park Design Approval Portal: **menanglepark.com.au/design-approvals/** upon completion of your home and landscaping.

2.2 Compliance Rebate

Once you have completed your dwelling and landscaping you can apply for the Design Compliance Rebate. The rebate provided to purchasers will vary depending on your allotment type.

Traditional	$5,000
Corner	$7,500
Premium	$10,000





LIVE LIFE AT YOUR OWN PACE

3 DESIGN GUIDELINES

3.1 A Tailored Response

Typical Lot Types

In order to ensure that the design guidelines can be applied across the Menangle Park South site, indicative design solutions have been prepared for six typical and recurring lot conditions. The design solutions opposite demonstrate one way that a compliant design could be achieved and approved on the following recurring lot types:

- Front Loaded Small Lots
- Riparian View Rear Loaded Lots & Riparian View Rear Loaded Corner Lots
- Traditional Lots
- Fringe Lots
- Battleaxe Hilltop Lots
- Rural Lifestyle Lots





Front Loaded Small Lots

These lots are characterised by a depth of maximum 30m and frontage with the riparian corridor. Dwellings are front loaded and encouraged to incorporate front verandahs and balconies as well as articulation zone framing elements to create strong frontage to the street.



Riparian View Rear Loaded Lots

These lots are characterised by a depth of maximum 30m and frontage with the riparian corridor. Dwellings are rear loaded and encouraged to incorporate front verandahs and balconies as well as articulation zone framing elements to maximise views and create strong frontage to the street and the riparian corridor.



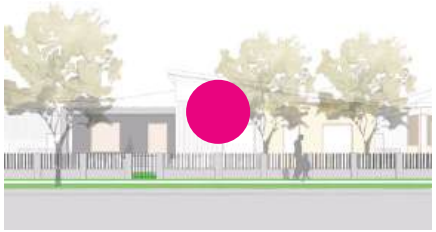
Traditional Lots

These lots are characterised by a depth of 30m and require considerations regarding slope between its side boundaries. The dwellings are encouraged to incorporate native vegetation instead of front fencing and are encouraged to incorporate front verandahs and to create frontage to the street.



Fringe Lots

These lots are characterised by a depth of 40m and substantial slope towards south ,requiring considerations regarding building conditions and interfaces with topography.



Battleaxe Hilltop Lots

These lots are characterised by a depth of 30m and proximity to the proposed Hilltop Park South therefore requiring consideration regarding access, frontage treatment and private open space location.



Rural Lifestyle Lots

These lots are characterised by their proximity to the Nepean River, providing generous open space on the property and creating a rural living character. With generous front and rear setbacks, sufficient landscape zones will frame dwellings where front verandahs and articulation zones are encouraged at street frontage.

3.2 General Controls





1. Common colour applied
2. Common colour applied as complementary colour
3. Common colour applied as primary colour

MATERIALITY & COLOUR PALETTE

Design Intent Principle

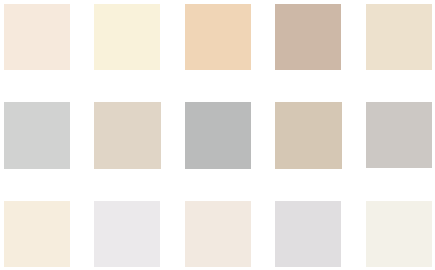
To use selective, authentic and climatically robust materials, providing focus and a shared response to the quality design of the community whilst encouraging individual design outcomes.

Guidelines

- Minimum 2, maximum 3 materials are to be used (1 dominant and 1-2 complimentary materials) are encouraged on the external façade of the dwelling (plus glass). The number of colours are not limited but are to remain within the Menangle Park South colour palette
- To ensure consistent character, one of the colours applied to a dwelling has to be chosen from the common colour palette. The common colour can be applied as the dominant colour of the dwelling or one of two the complimentary colours
- No Imitation masonry permitted on the façade, and other imitation materials are discouraged where an authentic version is available. Rendered concrete block is permitted if consistent with the preferred colour palette
- Where bricks are used on the façade, the following treatment is to be applied:
  - » It is recommended brick is to remain exposed
  - » Face brick is preferred over brick veneer
- Where the dominant material is painted, a colour or tonal variation of the Menangle Park South palette is recommended. However, alternative colour schemes will be considered by the design panel as a holistic façade material, and colour palette solution based on overall consistency with the local character
- If front fence is present, the material of the fence should use either the dominant or one of the two complimentary materials mandated for the dwellings
- Front fencing or retaining wall material must be a natural material such as wood and sandstone or finished in accordance with the fencing detail

Common Colour Palette

Accent Colour Palette





4. Colour One – The primary colour
5. Colour Two – Complementary colour
6. Colour Three – Complementary colour "the Common Colour"

ROOFS

Design Intent Principle

To provide a collective roofscape that optimises views, enhances local character and improves thermal functionality of the dwellings.

Proposed Guidelines

- Lots with a frontage of less than 15m must provide eaves of a minimum 350mm, and lots with a frontage of 15m or greater must have eaves of a minimum 450mm, in both instances to all main external walls of house for all pitched roofs, including garages and carports
- Roofs should be designed using a series of smaller roof forms and variations in roof pitch
- Where roofs are pitched, there should be a minimum roof pitch of 22.5 degrees
- Skillion roofs should range between 5 and 15 degrees. Alternative acceptable solutions will be considered
- Roof colour should be of the colours referenced on this page
- Roofs on all dwellings must be finished in one of the following materials in colours:
  - » Corrugated steel roof sheet
  - » Concrete roof tiles
  - » Ceramic roof tiles
- To ensure consistent contemporary character, roofs must be finished in accordance with patterns presented in the schedule. Alternative acceptable solutions including recessed volumes, will be considered
- All house roofs within Menangle Park will need to meet a solar absorptance rating of less than 0.5

Roof Patterns

Negative



Rounded shingle | Round profile roof tile | Round profile roof tile | Roof tile with vertical detail | Round profile roof tile

Positive



Corrugated roof sheets | Low profile roof tile | Rectangular shingle look tiles

Roof Material/Colour Palette



Colour 1 Surfmist | Colour 2 Classic Cream | Colour 3 Paperbark | Colour 6 Evening Haze | Colour 5 Shale Grey



Colour 6 Dune | Colour 7 Birch Grey | Colour 8 Merino | Colour 9 Light Grey

Other colours and materials may be permitted on a case by case basis if appropriate solar absorption requirements are met and demonstrated

Image Bottom Right
1. Bin location
2. Side fence built 1.5m behind primary building line
3. Garage
4. Primary building line
5. Articulation zone
6. Lot boundary
7. One tree in the front yard for lots with less than 15m frontage; or two trees in the front yard for lots with more than 15m frontage
8. Native vegetation and grasses as public and private soft edge
9. Entry path
10. Hedge/blade wall between driveway and pathway hosts letterbox and assists in level change
11. Driveway

LANDSCAPING

Design Intent Principle

To ensure a visual consistency throughout the streetscapes using aesthetic landscape features as well as contribute to creating cooler living environment through increased tree canopy cover.

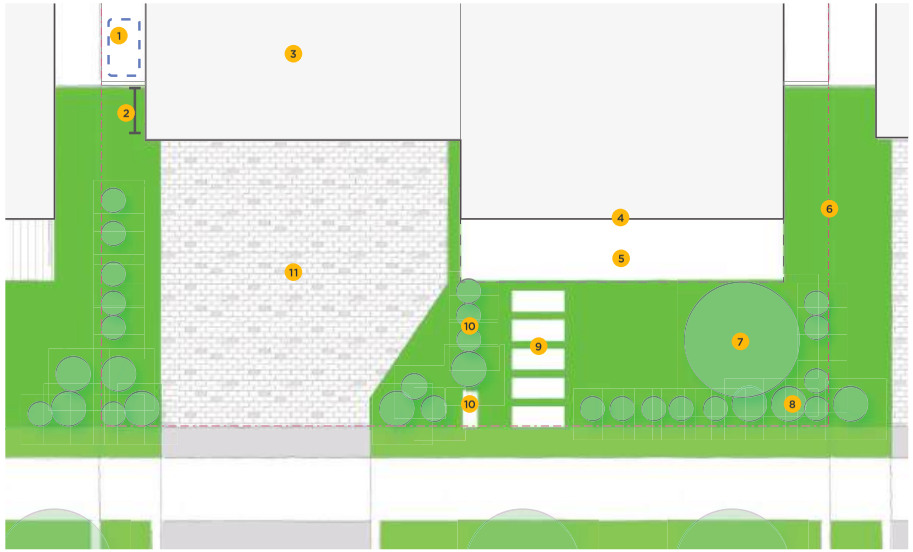
Proposed Guidelines

- To provide boundary delineation, native landscaping and high grasses to be provided along the front boundary line
- Side boundary fence must be located minimum 1.5m behind the primary building line and must return to the building
- Fencing along the secondary frontage of a corner lot shall match either the dominant or the complimentary dwelling material
- The material chosen for the front and side fencing forward of the front building line shall contribute to the character and not detract from the streetscape rhythm
- Front yards should incorporate one tree (6m tall when mature) on lots with frontages smaller than 15m and two trees on lots with frontages greater than 15m
- Side fencing material shall match either the dominant or the complimentary dwelling material
- Fencing along the secondary frontage of a corner lot shall match either the dominant or the complimentary dwelling material
- All homes must incorporate a suitable bin storage area that must be submitted with your pre-lodgement approval
- Bin storage area must be allocated behind the primary building line
- Hedge/blade wall to be built between driveway and pathway to assist level difference and host letterbox
- Letter box is masonry, rendered or timber finish and complements the home by using similar materials
- Side and rear fencing are to be of a timber lapped and capped type, except for battleaxe lots which may use Colorbond
- Where Bushfire Attack Level (BAL) prevents a timber lapped and capped fence, Colorbond evening Haze fence will be permitted





Trees in the front yard provide shade and sense of privacy



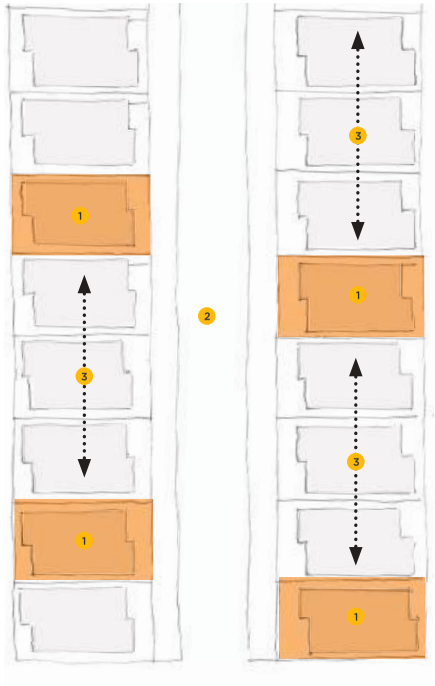
FAÇADE REPETITION

Design Intent Principle

To deliver streetscapes that incorporate a variety of built form outcomes, that creates visual interest, references the riparian setting and breaks down scale and massing through well balanced design and quality detailing.

Proposed Guidelines

- A dwelling must not have the same façade design as another dwelling within three lots in both directions on the same side or opposite side of the street as illustrated in the image to the right
- If more than one application of the same façade design is submitted for lots within the three lot proximity, approval will be given to the first complete application to be received. Applications will be assessed strictly in the order they are received
- Submissions can be made to Dahua or DRP to determine whether a similar style façade is proposed to be used within a street



1. Subject lot
2. Street
3. Three lot separation between lots with similar façade



A variety of façade designs creates visual interest and provides opportunity for individual outcomes

FAÇADE DESIGN

Design Intent Principle

To create contemporary built form that creates visual interest, contributes to visual amenity of the streetscapes and breaks down scale and massing through well proportioned openings and quality detailing.

Proposed Guidelines

- Protruding building features such as front entry porches, porticos, verandahs, upper level balconies and other elements are recommended to offer articulation and finer detailing to the main building mass
- The façade must present at least one door and one habitable room window, fronting the street for lots with frontage smaller than 15m
- On lots with a frontage of 15m and over, the façade should have at least two habitable room windows facing the street per floor
- Windows for rooms such as the WC, bathroom or laundry should not be the dominant feature or window on the front façade. Where such windows are necessary, they must be similarly proportioned to other windows on the façade
- A minimum of 20% of the home's front façade is to include windows. This is found by calculating the total surface area of the front façades, and of the windows
- The main home entry is to be visible from the street and provide a strong sense of entry
- Overhead shading structures are encouraged for the protection of windows facing north and also for western elevations
- Use of framing and recessed volumes in the built form is recommended



1. Use of recessive volumes contributes to creating visual interest and articulation of the built form
2. Although optional, use of framing elements addressing the street assists in achieving legible streetscape



Use of framing, recessed volumes and up to 3 materials contributes to a clear architectural language and streetscape frontage

CORNER LOTS

Design Intent Principle

To create visual interest and address primary and secondary streets, celebrate view termination using built form features and landscape, and to provide surveillance.

Proposed Guidelines

- Corner lots must address both frontages
- Habitable rooms are to present to both frontages through windows and architecturally designed features
- Garage always has access from the secondary streets unless a western frontage exists
- Corner lots must provide a minimum of one advanced tree and substantial planting along the secondary boundary
- For corner allotments, on the secondary frontage, the maximum run of an unbroken wall length is 12m, a step of at least 480mm is to be incorporated in the wall for articulation
- Blank walls will not be permitted and windows must be provided forward of any side corner fencing

GARAGES & DRIVEWAYS

Design Intent Principle

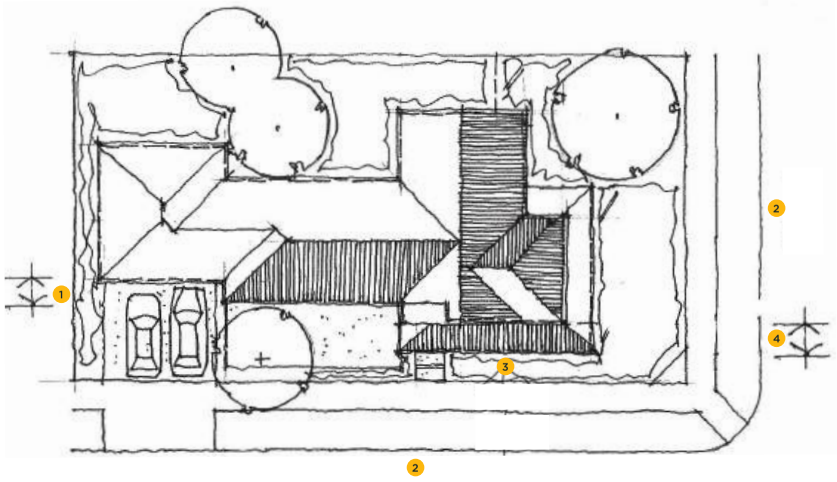
To ensure that garage doors contribute to the design quality of the front elevation of the residence or rear lane and minimise visual impact to the streetscape.

To reduce the impact of driveways by having a consistency of material within the streetscape and ensuring that there is landscape separation to minimise visual impact of hard paved surfaces.

Proposed Guidelines

- Garages are to be set back minimum 1m behind the main front wall of the house
- It is preferred that garages be constructed under the main roof of the house. If garages are freestanding and/or visible from the street, they should match the roof form and be constructed of the same materials as the house
- Conventional Colorbond roll up doors are not permitted
- Only panel lift or panel glide style roller doors will be permitted and the use of glass panel or louvre inserts is encouraged
- The maximum width for the driveway crossover is 4m for a double garage and 2.7m for a single garage
- Driveways must abut and must not cut through any pedestrian footpaths within the street verge
- Driveways are to be constructed of single-colour concrete or pavers in a light grey or neutral tone
- Driveways must be offset at least 300mm from your side boundary with a landscape garden bed provided
- Rubbish storage and drying areas are to be concealed from view from the street

CORNER LOTS



1. Articulation to the secondary frontage
2. Street
3. Your home is to address the secondary street frontage with similar architectural features to the front façade
4. Articulation to the secondary frontage

SUSTAINABILITY

Design Intent Principle

To encourage sustainable living and ensure sustainable design contributing to positive built form performance and cooler public domain.

Proposed Guidelines

- Front yards should incorporate one tree (6m tall when mature) on lots with frontages smaller than 15m and two trees on lots with frontages greater than 15m
- Trees are required to be a minimum of 1.5m tall when planted (roughly 75ltrs stock size)
- Shading designed to restrict solar access to the living spaces in summer, whilst allowing beneficial solar access in winter
- Maximising opportunities for cross ventilation and providing high level operable windows is recommended
- Double glazed windows or treated windows are recommended
- The use of low solar absorption rate materials for the roofs, walls, driveways and garage doors is recommended



Use of low solar absorption rate materials improves the thermal performance the house



Deciduous trees encouraged for shade to restrict solar access in the living spaces in summer whilst allowing beneficial solar access in winter

3.3 Riparian View Rear Loaded Lots

Articulation and Public Private Delineation



Variation 1

Design Intent Principle

To provide a complete pedestrian experience along the riparian corridor where a safe, attractive and legible street is delivered a visual consistency and address of the built form is created.

Proposed Guidelines

- The ground floor should have a front verandah that addresses the street. These will be minimum 1.2m deep covered platforms/decks which provide a space for outdoor seating which faces the street
- Upper levels are encouraged to incorporate a balcony or Juliet balcony that addresses the street
- The façade design must incorporate a portal-frame element which emphasises the entry, breaks the horizontal scale of the dwelling and adds articulation and interest to the form facing the nature corridor. This frame must be a minimum of 800mm deep
- A front fence is required along the front boundary line. This fence will be a 1.5m high fence built with a combination of masonry and vertical elements that allows at least 80% transparency, as shown on the opposite page. Colour and material shall match either the dominant or the complementary dwelling material. Hedge planting is encouraged along fence line within property boundary to provide privacy to POS
- Side boundary fence is required to be located minimum 1.5m, maximum 1.8m behind the building line and return into the building. There is no limit to the height of hedges adjacent side and rear fences
- Vehicular access to garages must occur via a rear laneway



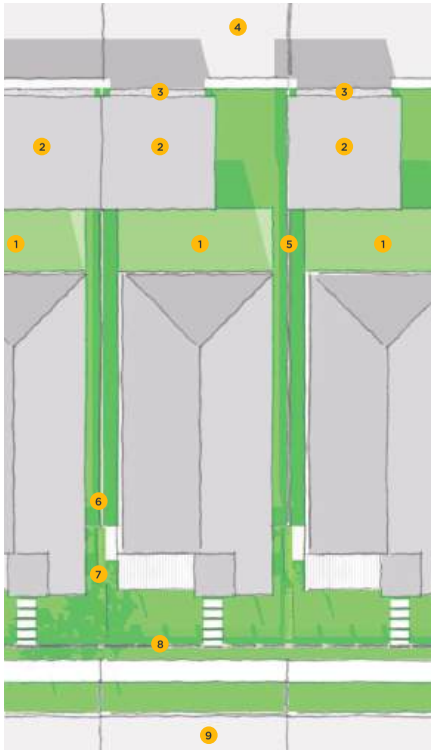






Image Right
1. P.O.S.
2. Garage
3. Driveway
4. Laneway
5. Fence
6. Side fence built 1.5m behind primary building line
7. 1.5m
8. Front fence
9. Street



3.3 Riparian View Rear Loaded Lots

Articulation and Public Private Delineation

Variation 2

It is encouraged that riparian view lots incorporate locating private open space towards the street and the riparian corridor, which enables improved solar access and provides views towards the streets and public open spaces.

Design Intent Principle

To provide a complete pedestrian experience along the riparian corridor where a safe, attractive and legible street is delivered a visual consistency and address of the built form is created.

Proposed Guidelines

- Lots fronting the riparian corridor are encouraged to present a gable roof to the street
- Lots fronting the riparian corridor are encouraged to present the private open space to teh street to encourage improved solar access and views to the streets and the riparian corridor
- The ground floor has to incorporate front verandahs that address the street. These will be minimum 1.2m deep covered platforms/decks which provide a space for outdoor seating which faces the street
- Upper levels are encouraged to incorporate a balcony or Juliet balcony that addresses the street
- The façade design must incorporate a portal-frame element which emphasises the entry, breaks the horizontal scale of the dwelling and adds articulation and interest to the form facing the nature corridor. This frame must be a minimum of 800mm deep
- A front fence is required along the front boundary line. This fence will be a 1.5m high fence built with a combination of masonry and vertical elements that allow at least 80% transparency. Colour and material shall match either the dominant or the complementary dwelling material. Hedge planting is encouraged along fence line within property boundary to provide privacy to POS
- Side boundary fence is required to be located minimum 1.5m, maximum 1.8m behind the building line and return into the building. There is no limit to the height of hedges adjacent side and rear fences
- Vehicular access to garages must occur via a rear laneway

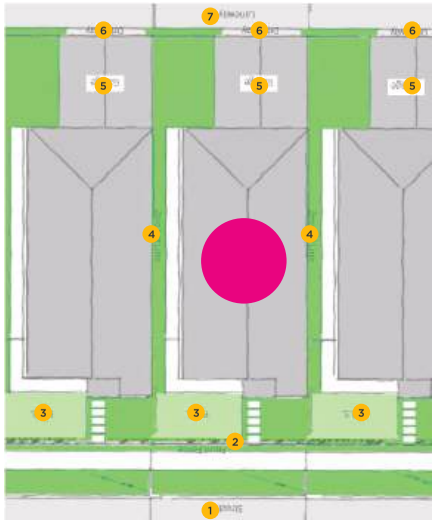


Image: Rear Loaded Riparian View Lots with POS at rear of property
1. Street
2. Front Fence
3. P.O.S
4. Zero Lot Line Fence
5. Garage
6. Driveway
7. Laneway





3.4 Battleaxe Hilltop Lots

Articulation and Public Private Delineation



Design Intent Principle

To provide a complete, pleasing and visually attractive frontage for lots in proximity to the proposed Hilltop Park South.

Proposed Guidelines

- Articulation elements such as a portal-frame element which emphasises the entry, breaks the horizontal scale of the dwelling and adds articulation and interest to the form facing the street. This frame must be a minimum of 800mm deep
- Articulation elements such as verandahs and balconies are encouraged to create street frontage
- Private open space must be located at the rear of the property adjacent to Hilltop Park South
- Side fence to the lots private driveway must not extend further than primary building line of the dwellings fronting the street
- The property boundary delineation can only be defined by hedge/landscaping until the primary building line of the dwellings fronting the street
- Increased side setback to the boundary with private driveway is recommended
- Where fronting the street, side boundary fence must be located minimum 1.5m behind primary building line and adjoin to the building line.
- Where fronting the street, the lot boundary is encouraged to be defined by native vegetation and high grasses

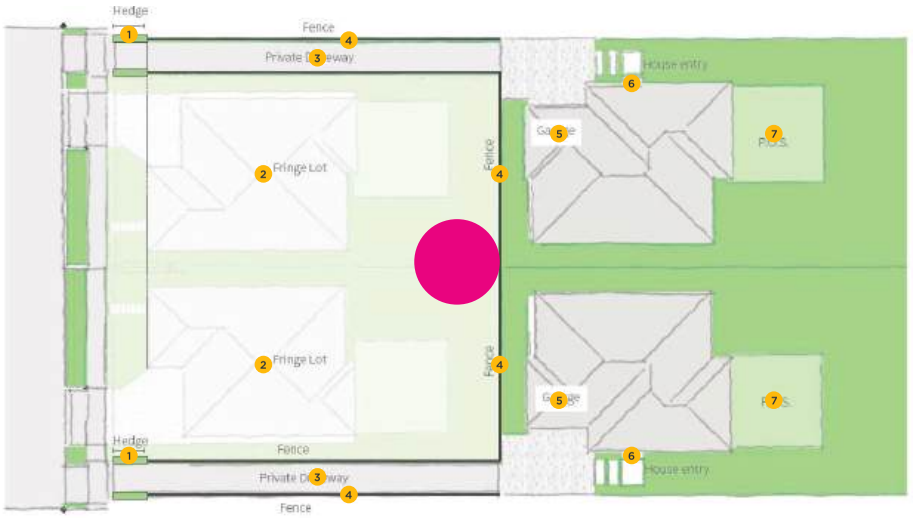
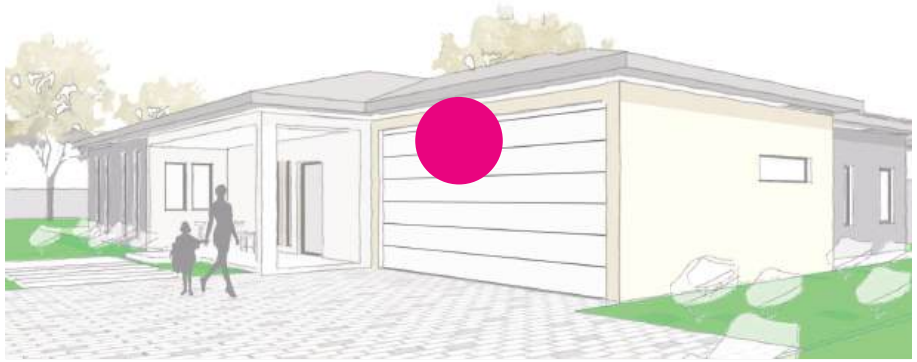


Image Above
1. Hedge.
2. Fringe Lot
3. Private Driveway
4. Fence
5. Garage
6. House Entry
7. P.O.S



3.5 Rural Lifestyle Lots

Articulation and Public Private Delineation



Design Intent Principle

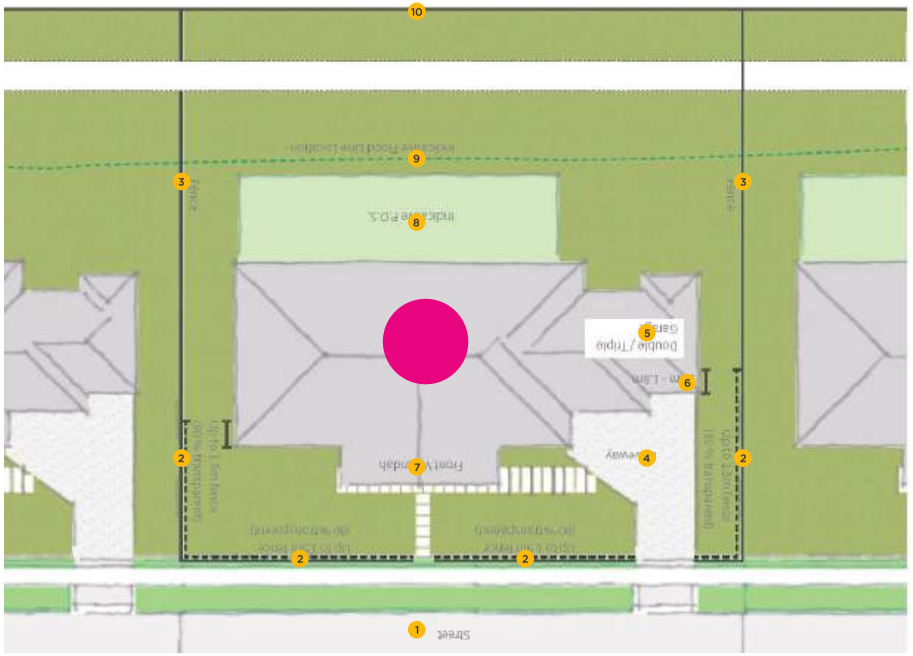
To provide a landscape setting that is a complete, pleasing and visually attractive frontage to the Nepean River to create lots that are of rural living character.

Proposed Guidelines

- Articulation elements such as verandahs are encouraged to create street frontage
- Building area must not encroach 1-100year flood line extent
- The ground floor has to incorporate front verandahs that address the street. These will be minimum 1.2 deepcovered platforms/decks
- The façade design must incorporate a portal-frame element which emphasises the entry, breaks the horizontalscale of the dwelling and adds articulation and interest to the form facing the street. This frame must be a minimum of 800mm deep
- Private open space must not be located fronting the street
- Garages are to be located on the right front corner facing the street, providing minimum 2 car spaces with a single driveway crossover. Triple garages permitted on sites over 1,500m². Third garage has to be setback 1m behind double garage
- Boundary fence is permitted on all property boundaries. However, the front and side fencing is required use an 80% transparent fence (no colorbond solid fences) and is required to be extend minimum 1.5m, maximum 1.8m behind the building line. The front and side fencing must be maximum 1.5m high, up untile 1.5m-1.8m extent behind the primary building line
- Front property boundary is encourage to incorporate hedges, plants and landscaping until the primary building line of the dwellings fronting the street

Image Top Right
1. Street
2. Up to 1.5m fence (80 % transparent)
3. Fence
4. Driveway
5. Double/triple garage
6. 1.5m - 1.8m
7. Front verandah
8. Indicative P.O.S.
9. Indicative flood line location
10. Rear boundary fence

Image Middle Right
1. Up to 1.5m fence (80 % transparent)
2. Portal-frame elements
3. Front verandah
4. Double/triple garage







4 APPLICATION FORMS AND CHECKLISTS



4.1 Design Guidelines Checklist | General Controls

REQUIREMENTS	YES	NO	N/A
MATERIALITY AND COLOUR			
Minimum 2, maximum 3 materials (1 dominant, 1–2 complementary) have been used	☐	☐	☐
One colour has been chosen from common colour palette	☐	☐	☐
No imitation masonry has been used on façade	☐	☐	☐
Tonal variation has been achieved where dominant colour is painted or colours are consistent with local character	☐	☐	☐
Front fence colour matches dominant or complementary colours of dwelling	☐	☐	☐
Front fencing is natural material (e.g. wood, sandstone) or finished as per the fencing detail	☐	☐	☐
ROOFS			
– Lots with frontage <15m: eaves are minimum 350mm – Lots with frontage >15m: eaves are minimum 450mm Applies to all external walls including garages and carports Where a dwelling benefits from a zero lot line, no eave is required along the zero lot line	☐	☐	☐
Roofs have been designed using a series of smaller roof forms	☐	☐	☐
Pitched roofs are minimum 22.5 degrees	☐	☐	☐
Skillion roofs range between 5 and 15 degrees	☐	☐	☐
Roof colours match roof material palette (other colours that demonstrate the appropriate solar absorbency rating permitted on case by case basis)	☐	☐	☐
Roof material is corrugated steel roof sheet, concrete roof tiles or ceramic roof tiles	☐	☐	☐
Roof pattern aligns with acceptable roof patterns (alternative options will be considered)	☐	☐	☐
House roofs meet solar absorbance rating of <0.5	☐	☐	☐
LANDSCAPING			
Native landscaping and high grasses have been provided along front boundary line	☐	☐	☐
Side boundary fence is located minimum 1.5m behind primary building line and returns to the building	☐	☐	☐
If corner lot, fencing along secondary frontage matches either the dominant or complementary dwelling material	☐	☐	☐
The material chosen for front and side fencing forward of the front building line contributes to the character and does not detract from the streetscape rhythm	☐	☐	☐
Front yard incorporates 1 tree (6m tall when mature) on lots with frontages <15m and 2 trees on lots with frontages >15m	☐	☐	☐
Side fencing material matches either the dominant or complementary dwelling material	☐	☐	☐
Suitable bin storage area has been incorporated (and located behind primary building line)	☐	☐	☐
Hedge/blade wall will be built between driveway and pathway to assist level difference and host letterbox where required	☐	☐	☐
Letterbox is masonry, rendered or timber finish and complements the home by using similar materials	☐	☐	☐
Side and rear fencing is of a timber lapped and capped type	☐	☐	☐
Where Bushfire Attack Level (BAL) prevents a timber lapped and capped fence, Colorbond evening haze fencing has been included	☐	☐	☐
FAÇADE REPETITION			
The façade design is not the same as another dwelling within 3 lots in both directions on the same side or opposite side of the street (if more than one application of the same façade design is submitted for lots within the 3 lot proximity, approval will be given to the first complete application to be received; applications will be assessed strictly in the order they are received)	☐	☐	☐

4.1 Continued ...

FAÇADE DESIGN			
Protruding building features (e.g. front entry porch, portico, verandah, upper level balconies and other elements) have been included where appropriate	☐	☐	☐
– Lots with frontage <15m: at least 1 door and 1 habitable room window are on the façade fronting the street – Lots with frontage >15m: at least 2 habitable room windows are on the façade per floor fronting the street	☐	☐	☐
Windows for rooms such as WC, bathroom or laundry are not a dominant feature or window on the front façade (if such windows are necessary, they are similarly proportioned to other windows on the façade)	☐	☐	☐
Minimum 20% of the front façade includes windows (20% of total façade area is to be windows)	☐	☐	☐
The main home entry is visible from the street and provides a strong sense of entry	☐	☐	☐
Overhead shading structures have been provided where appropriate for the protection of windows facing north and also for western elevations	☐	☐	☐
Framing and recessed volumes in the built form has been included where appropriate	☐	☐	☐
CORNER LOTS			
For corner lots, habitable rooms present to both frontages through windows and architecturally designed features	☐	☐	☐
Garage has access from secondary street (unless primary frontage has a western orientation)	☐	☐	☐
Corner lots provide minimum 1 advanced tree and substantial planting along secondary boundary	☐	☐	☐
On secondary frontage, the maximum run of an unbroken wall length is 12m (with a step of at least 480mm incorporated in the wall for articulation)	☐	☐	☐
Blank walls have not been included and windows have been provided forward of any side corner fencing	☐	☐	☐
GARAGES AND DRIVEWAYS			
Garages are set back minimum 1m behind main front wall of house	☐	☐	☐
Garage will be constructed under main roof of house; or, if garage is freestanding and/or visible from street, it matches the roof form and will be constructed of same materials as house	☐	☐	☐
Either panel lift or panel glide style roller door has been included (conventional Colorbond roll-up doors have not been included)	☐	☐	☐
Driveway crossover is maximum 4m if double garage and 2.7m if single garage	☐	☐	☐
Driveway abuts and does not cut through any pedestrian footpaths on street verge	☐	☐	☐
Driveway is constructed of single-colour concrete or pavers in light grey or neutral tone	☐	☐	☐
Driveway is offset at least 300mm from side boundary with landscape garden bed provided	☐	☐	☐
Rubbish storage and drying areas are concealed from view from the street	☐	☐	☐
SUSTAINABILITY			
Trees will be minimum 1.5m tall when planted (roughly 75ltrs stock size)	☐	☐	☐
Shading is designed to restrict solar access to living spaces in summer, whilst allowing beneficial solar access in winter	☐	☐	☐
Cross ventilation has been maximised and high level operable windows have been included	☐	☐	☐
Double glazed windows or treated windows have been incorporated	☐	☐	☐
Low solar absorption rate materials for roofs, walls, driveway and garage have been included (recommended)	☐	☐	☐

4.2 Design Guidelines Checklist | Location Specific Controls

REQUIREMENTS	YES	NO	N/A
RIPARIAN VIEW LOTS AND RIPARIAN REAR LOADED LOTS			
Lots fronting the riparian corridor present a gable roof to the street	☐	☐	☐
Ground floor incorporates front verandah that addresses the street (minimum 1.2m deep covered platforms/decks with space for outdoor seating facing the street)	☐	☐	☐
Upper levels are encouraged to incorporate balcony or Juliet balcony that addresses the street where appropriate	☐	☐	☐
Façade design incorporates portal-frame element (to emphasise the entry, break the horizontal scale of the dwelling and add articulation and interest to the form facing the nature corridor; frame must be minimum 800mm deep)	☐	☐	☐
Front fence has been included along front boundary line (1.2m high; combination of masonry and vertical elements that allow at least 60% transparency; colour and material to match either the dominant or complementary dwelling material)	☐	☐	☐
Side boundary fence has been located minimum 1.5m, maximum 1.8m behind the building line and returns into the building	☐	☐	☐
Vehicular access is via the rear lane (applicable to rear load lots only)	☐	☐	☐
RIPARIAN VIEW CORNER LOTS			
Riparian fronting corner lots address both frontages (habitable rooms present to both frontages through windows and architecturally designed features)	☐	☐	☐
Riparian fronting corner lots are two storeys to emphasise the urban edges and create legible vistas	☐	☐	☐
Where appropriate, upper level balconies and windows wrap corners	☐	☐	☐
Secondary frontage fence only extends for 1/3 of the depth of the lot along secondary frontage	☐	☐	☐
Garage has access from secondary street only where western frontage exists	☐	☐	☐
Blank walls have not been included and windows have been provided forward of any side corner fencing	☐	☐	☐
FRINGE LOTS			
Minimum 10m rear setback has been incorporated (for lots adjacent Menangle Road)	☐	☐	☐
Fencing along Menangle Road is 1.8m lapped and capped fence style	☐	☐	☐
Development fencing is not removed	☐	☐	☐
BATTLEAXE LOTS			
Articulation elements such as verandahs/balconies have been included to create street frontage	☐	☐	☐
Private open space is not fronting the street	☐	☐	☐
Side fence to the private driveway does not extend further than primary building line of dwelling fronting the street	☐	☐	☐
Property boundary delineation has been defined by hedge/landscaping (until the primary building line of the dwellings fronting the street)	☐	☐	☐
Increased side setback to the boundary with private driveway has been incorporated	☐	☐	☐
Where fronting the street, side boundary fence is located minimum 1.5m behind primary building line and adjoining the building line	☐	☐	☐
Where fronting the street, the lot boundary is encouraged to be defined by native vegetation and high grasses	☐	☐	☐

4.3 Design Guidelines Application Form

This form and attachments are to be completed, signed and submitted through Menangle Park Design Approval Portal: **menanglepark.com.au/design-approvals/**. Please ensure you include the allotment number and stage in the email subject.

Owner / Applicant Name	
Property Address	
Lot and Deposited Plan Number	
Settlement Date	
Contact Details	Mobile: Email:
Builder Details	
Anticipated Building Dates	Start: Finish: Remember, dwelling and landscaping must be completed within 30 months of registration.
Signature	
Date	

REQUIRED (PLEASE ATTACH)	ATTACHED
Design Guideline Checklist	☐
Required plans • Site Plan at 1:200 scale • House Plan at 1:100 scale • Landscape Plan at 1:100 scale • Colours and Materials Schedule	☐

Scan the QR code for Design Approval Portal Access and Download Design Guidelines.

4.4 Compliance Rebate Application Form

This form is to be completed, signed and submitted through Menangle Park Design Approval Portal: **menanglepark.com.au/design-approvals/** along with any other supporting documents such as Assignment Deed (if any). Please ensure you include the allotment number and stage in the email subject.

Owner / Applicant Name	
Property Address	
Lot and Deposited Plan Number	
Settlement Date	
Certificate of Occupancy Issued	
Contact Details	Mobile: Email:

I/we, the owner(s), confirm completion of our dwelling and associated landscaping is in accordance with Menangle Park South Design Guidelines and hereby request the Compliance Rebate as noted in the Contract of Sale.

Signature	
Date	

Upon receipt of this form and completion of an inspection and assuming compliance with these Guidelines, the Compliance Rebate will be deposited to the account provided below by Electronic Funds Transfer within 50 days.

Acknowledgement by the Owner / Applicant

You acknowledge that the Vendor, Dahua (Dahua Group Sydney Project 2 Pty Ltd / Dahua Group Sydney Project 3 Pty Ltd), is authorised to remit the Compliance Rebate to the bank account you have nominated below. Please check the bank details carefully as Dahua has no duty to check the accuracy of the details. You release Dahua and its associate entities from any liability arising from You providing the incorrect details.

Account Name	
Bank	
BSB Number	
Account Number	

REQUIRED (PLEASE ATTACH)	ATTACHED
Completion of dwelling and landscaping (including fencing) within 30 months of plan registration, including issuing of the Certificate of Occupancy of dwelling. Please attach Certificate of Occupancy	☐
Design Guidelines Checklist (if any changes from original design)	☐
Required plans (if any changes from original design) • Site Plan at 1:200 scale • House Plan at 1:100 scale • Landscape Plan at 1:100 scale • Colours and Materials Schedule	☐
Any other documents required under the rebate clauses in the land contract	☐


7

Attachment 7 - Other title documents

1. Title searches: 2989/1293392, 2990/1293392, 2991/1293392 and 3000/1293392
2. Deposited plans: DP1293392
3. DP1088776 & 88B/1088776
4. DP1152514 & 88B/1152514
5. Government Gazette dated 25.3.1965
6. AK729933
7. AK846742
8. X938200
9. AP755471
10. Section 10.7(2) and (5) certificate issued by Campbelltown City Council (x3)
11. letter from Sydney Water (x3)
12. sewer location diagram
13. s.47 certificate for the 2023 year
14. Foreign resident capital gains withholding clearance certificate

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2989/1293392

SEARCH DATE	TIME	EDITION NO	DATE
18/12/2023	3:54 PM	1	8/12/2023

LAND

LOT 2989 IN DEPOSITED PLAN 1293392
AT MENANGLE PARK
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MENANGLE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1293392

FIRST SCHEDULE

DAHUA GROUP SYDNEY PROJECT 3 PTY LTD

SECOND SCHEDULE (7 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
* 2 AK846742 CAVEAT BY CAMPBELLTOWN CITY COUNCIL
* AP755471 CAVEATOR CONSENTED
* AP845520 CAVEATOR CONSENTED
3 AP755471 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
4 AP845520 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
5 DP1293392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
6 DP1293392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
7 DP1293392 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 18/12/2023 15:54:51

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2990/1293392

SEARCH DATE	TIME	EDITION NO	DATE
18/12/2023	3:54 PM	1	8/12/2023

LAND

LOT 2990 IN DEPOSITED PLAN 1293392
AT MENANGLE PARK
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MENANGLE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1293392

FIRST SCHEDULE

DAHUA GROUP SYDNEY PROJECT 3 PTY LTD

SECOND SCHEDULE (7 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
* 2 AK846742 CAVEAT BY CAMPBELLTOWN CITY COUNCIL
* AP755471 CAVEATOR CONSENTED
* AP845520 CAVEATOR CONSENTED
3 AP755471 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
4 AP845520 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
5 DP1293392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
6 DP1293392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
7 DP1293392 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 18/12/2023 15:54:52

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2991/1293392

SEARCH DATE	TIME	EDITION NO	DATE
18/12/2023	3:54 PM	1	8/12/2023

LAND

LOT 2991 IN DEPOSITED PLAN 1293392
AT MENANGLE PARK
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MENANGLE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1293392

FIRST SCHEDULE

DAHUA GROUP SYDNEY PROJECT 3 PTY LTD

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 X938200 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
* 3 AK846742 CAVEAT BY CAMPBELLTOWN CITY COUNCIL
* AP755471 CAVEATOR CONSENTED
* AP845520 CAVEATOR CONSENTED
4 AP755471 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
5 AP845520 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
6 DP1293392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
7 DP1293392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
8 DP1293392 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3000/1293392

SEARCH DATE	TIME	EDITION NO	DATE
18/12/2023	3:54 PM	1	8/12/2023

LAND

LOT 3000 IN DEPOSITED PLAN 1293392
AT MENANGLE PARK
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MENANGLE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1293392

FIRST SCHEDULE

DAHUA GROUP SYDNEY PROJECT 3 PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 NOTIFICATION IN COMMONWEALTH GOVERNMENT GAZETTE DATED 25.3.1965 FOL 1180 EASEMENT FOR P.M.G. CO-AXIAL CABLE 3.66 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 X938200 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
4 DP1088766 EASEMENT FOR GAS PIPELINE 6 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1152514 EASEMENT FOR OVERHEAD POWER LINE(S) 10 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 AK729933 EASEMENT TO PERMIT ENCROACHING STRUCTURE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 AK729933 EASEMENT FOR SERVICES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
* 8 AK846742 CAVEAT BY CAMPBELLTOWN CITY COUNCIL
* AP755471 CAVEATOR CONSENTED
* AP845520 CAVEATOR CONSENTED
9 AP755471 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
10 AP845520 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
11 DP1293392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
12 DP1293392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

FOLIO: 3000/1293392 PAGE 2

NOTATIONS

NOTE: DP260090 (PLAN OF ACQUISITION FOR ROAD)

UNREGISTERED DEALINGS: NIL

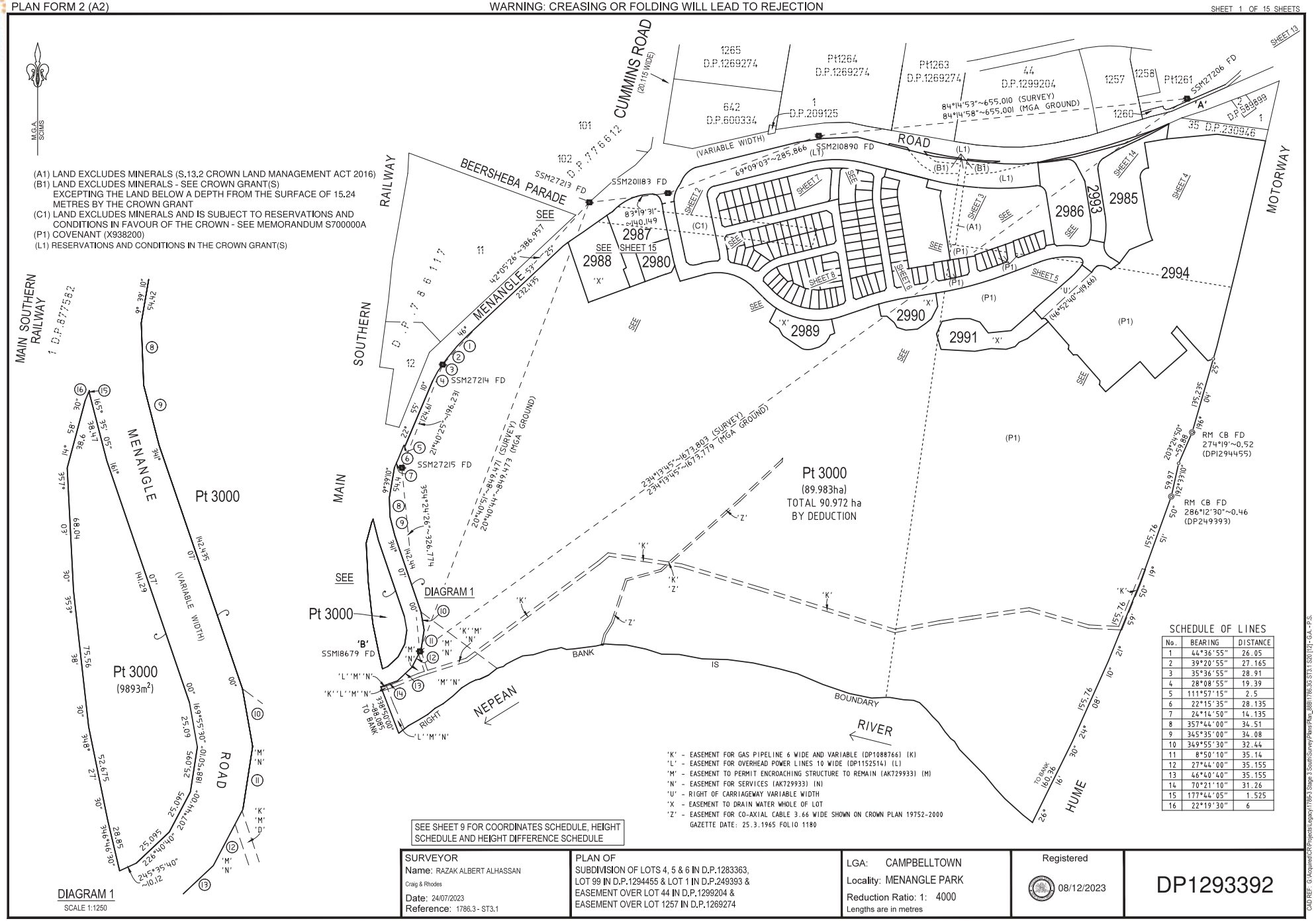
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PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION SHEET 1 OF 15 SHEETS



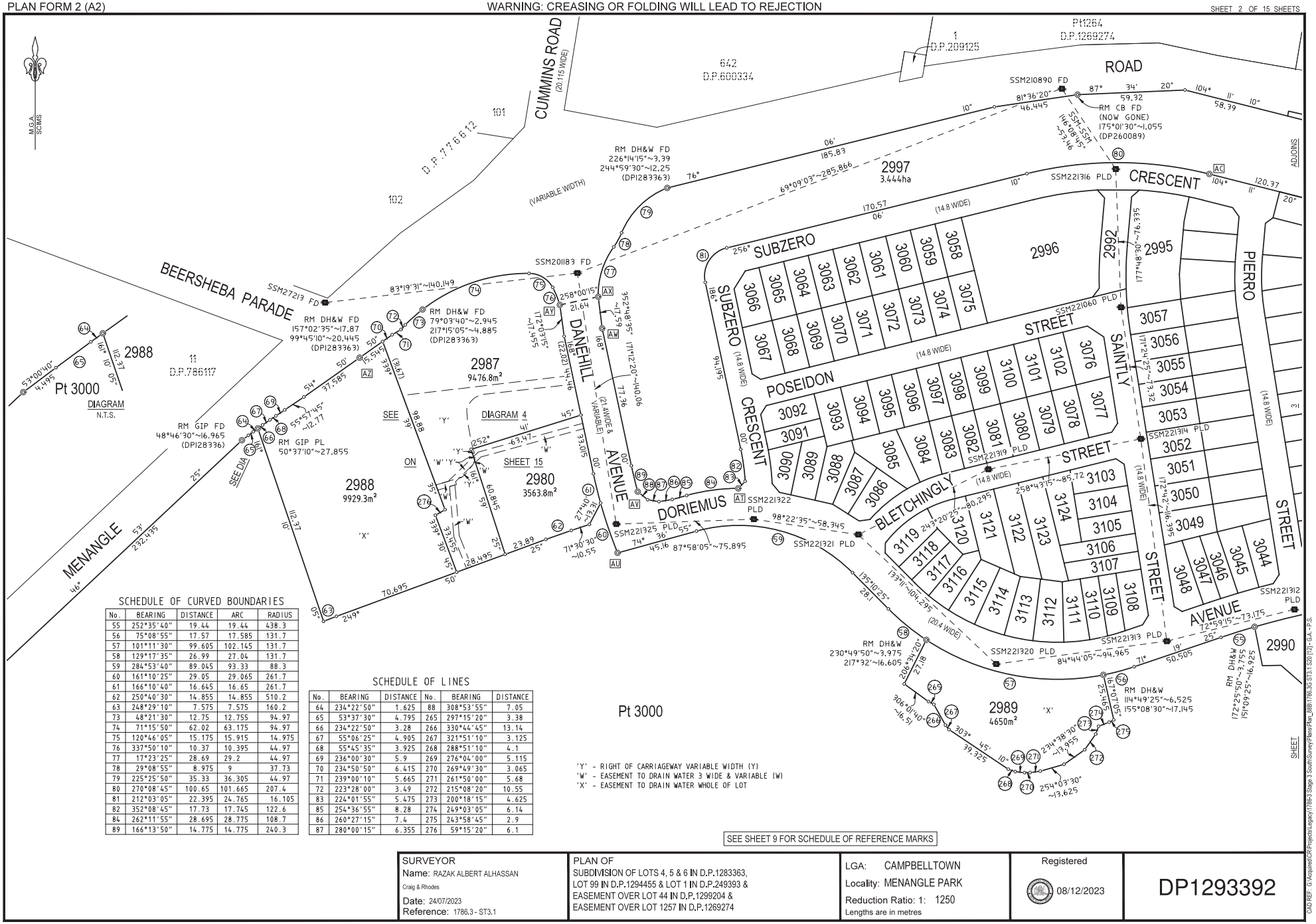
SCHEDULE OF LINES

No.	BEARING	DISTANCE
1	44°36'55"	26.05
2	39°20'55"	27.165
3	35°36'55"	28.91
4	28°08'55"	19.39
5	111°57'15"	2.5
6	22°15'35"	28.135
7	24°14'50"	14.135
8	357°44'00"	34.51
9	345°35'00"	34.08
10	349°55'30"	32.44
11	8°50'10"	35.14
12	27°44'00"	35.155
13	46°40'40"	35.155
14	70°21'10"	31.26
15	177°44'05"	1.525
16	22°19'30"	6

SURVEYOR	PLAN OF	LGA: CAMPBELLTOWN	Registered	DP1293392
Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	Locality: MENANGLE PARK Reduction Ratio: 1: 4000 Lengths are in metres	08/12/2023	

CAD REF: G:\Acquired\GIS\Projects\Legacy\1786\3 Stage 3 South\Survey\Plans\Plan_8681786.dgn S13.1 S20 [1:1] - G.A. - P.S.

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:1 of 23
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SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
55	252°35'40"	19.44	19.44	438.3
56	75°08'55"	17.57	17.585	131.7
57	101°11'30"	99.605	102.145	131.7
58	129°17'35"	26.99	27.04	131.7
59	284°53'40"	89.045	93.33	88.3
60	161°10'25"	29.05	29.065	261.7
61	166°10'40"	16.645	16.65	261.7
62	250°40'30"	14.855	14.855	510.2
63	248°29'10"	7.575	7.575	160.2
73	48°21'30"	12.75	12.755	94.97
74	71°15'50"	62.02	63.175	94.97
75	120°46'05"	15.175	15.915	14.975
76	337°50'10"	10.37	10.395	44.97
77	17°23'25"	28.69	29.2	44.97
78	29°08'55"	8.975	9	37.73
79	225°25'50"	35.33	36.305	44.97
80	270°08'45"	100.65	101.665	207.4
81	212°03'05"	22.395	24.765	16.105
82	352°08'45"	17.73	17.745	122.6
84	262°11'55"	28.695	28.775	108.7
89	166°13'50"	14.775	14.775	240.3

SCHEDULE OF LINES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
64	234°22'50"	1.625	88	308°53'55"	7.05
65	53°37'30"	4.795	265	297°15'20"	3.38
66	234°22'50"	3.28	266	330°44'45"	13.14
67	55°06'25"	4.905	267	321°51'10"	3.125
68	55°45'35"	3.925	268	288°51'10"	4.1
69	236°00'30"	5.9	269	276°04'00"	5.115
70	234°50'50"	6.415	270	269°49'30"	3.065
71	239°00'10"	5.665	271	261°50'00"	5.68
72	223°28'00"	3.49	272	215°08'20"	10.55
83	224°01'55"	5.475	273	200°18'15"	4.625
85	254°36'55"	8.28	274	249°03'05"	6.14
86	260°27'15"	7.4	275	243°58'45"	2.9
87	280°00'15"	6.355	276	59°15'20"	6.1

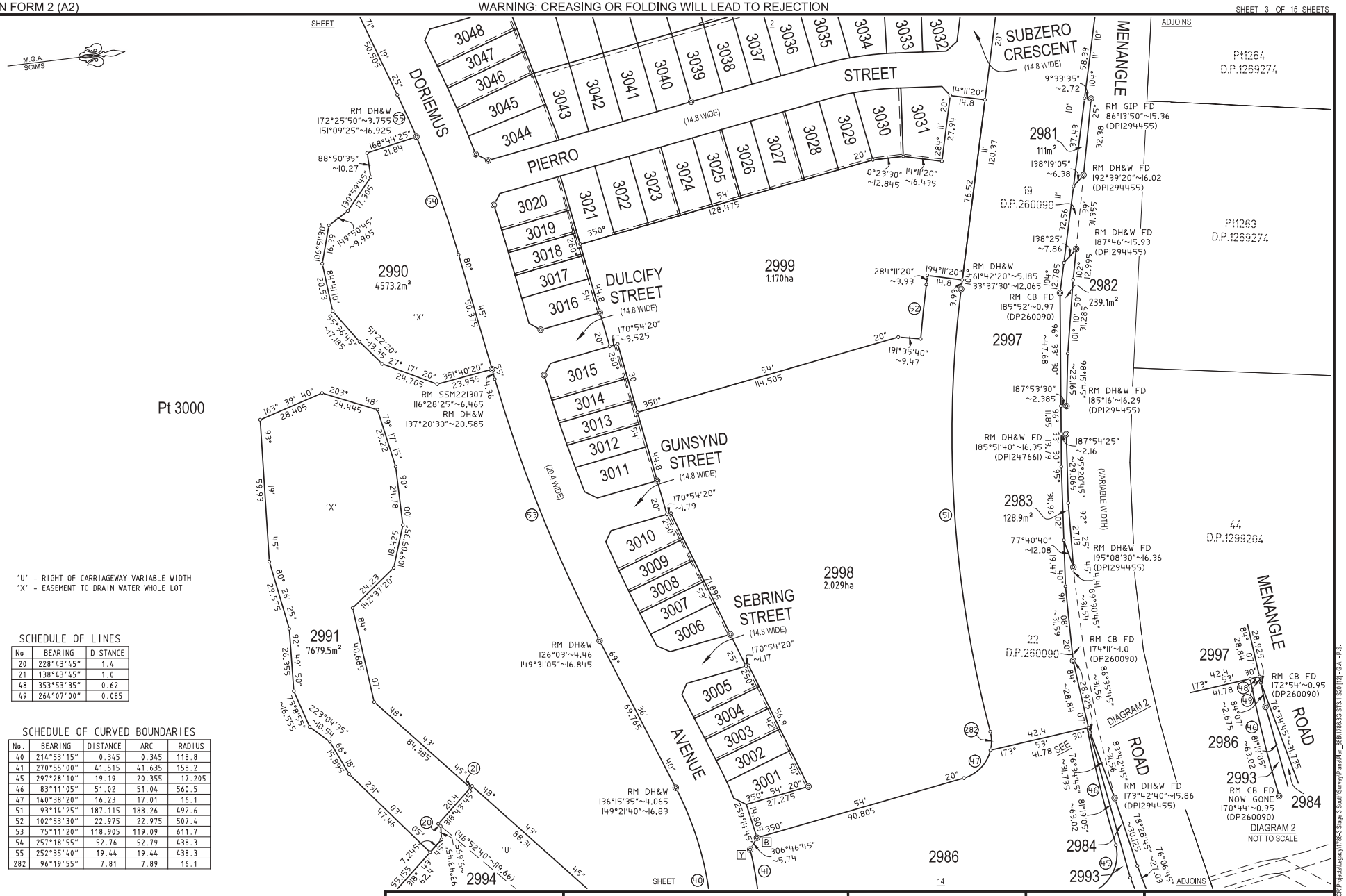
'Y' - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (Y)
'W' - EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE (W)
'X' - EASEMENT TO DRAIN WATER WHOLE OF LOT

SEE SHEET 9 FOR SCHEDULE OF REFERENCE MARKS

SURVEYOR Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	PLAN OF SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 1250 Lengths are in metres	Registered 08/12/2023	DP1293392

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:2 of 23
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CAD REF: G:\Acquired\Civil Projects\Legacy\1786\1 Stage 3 South\Survey\Plans\Plan_86\86\1786.86 ST3.1 S20 (1)-1 - G.A. - P.S.



'U' - RIGHT OF CARRIAGEWAY VARIABLE WIDTH
'X' - EASEMENT TO DRAIN WATER WHOLE LOT

SCHEDULE OF LINES

No.	BEARING	DISTANCE
20	228°43'45"	1.4
21	138°43'45"	1.0
48	353°53'35"	0.62
49	264°07'00"	0.085

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
40	214°53'15"	0.345	0.345	118.8
41	270°55'00"	41.515	41.635	158.2
45	297°28'10"	19.19	20.355	17.205
46	83°11'05"	51.02	51.04	560.5
47	140°38'20"	16.23	17.01	16.1
51	93°14'25"	187.115	188.26	492.6
52	102°53'30"	22.975	22.975	507.4
53	75°11'20"	118.905	119.09	611.7
54	257°18'55"	52.76	52.79	438.3
55	252°35'40"	19.44	19.44	438.3
282	96°19'55"	7.81	7.89	16.1

SEE SHEET 9 FOR SCHEDULE OF REFERENCE MARKS

SURVEYOR
Name: RAZAK ALBERT ALHASSAN
Craig & Rhodes
Date: 24/07/2023
Reference: 1786.3 - ST3.1

PLAN OF
SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274

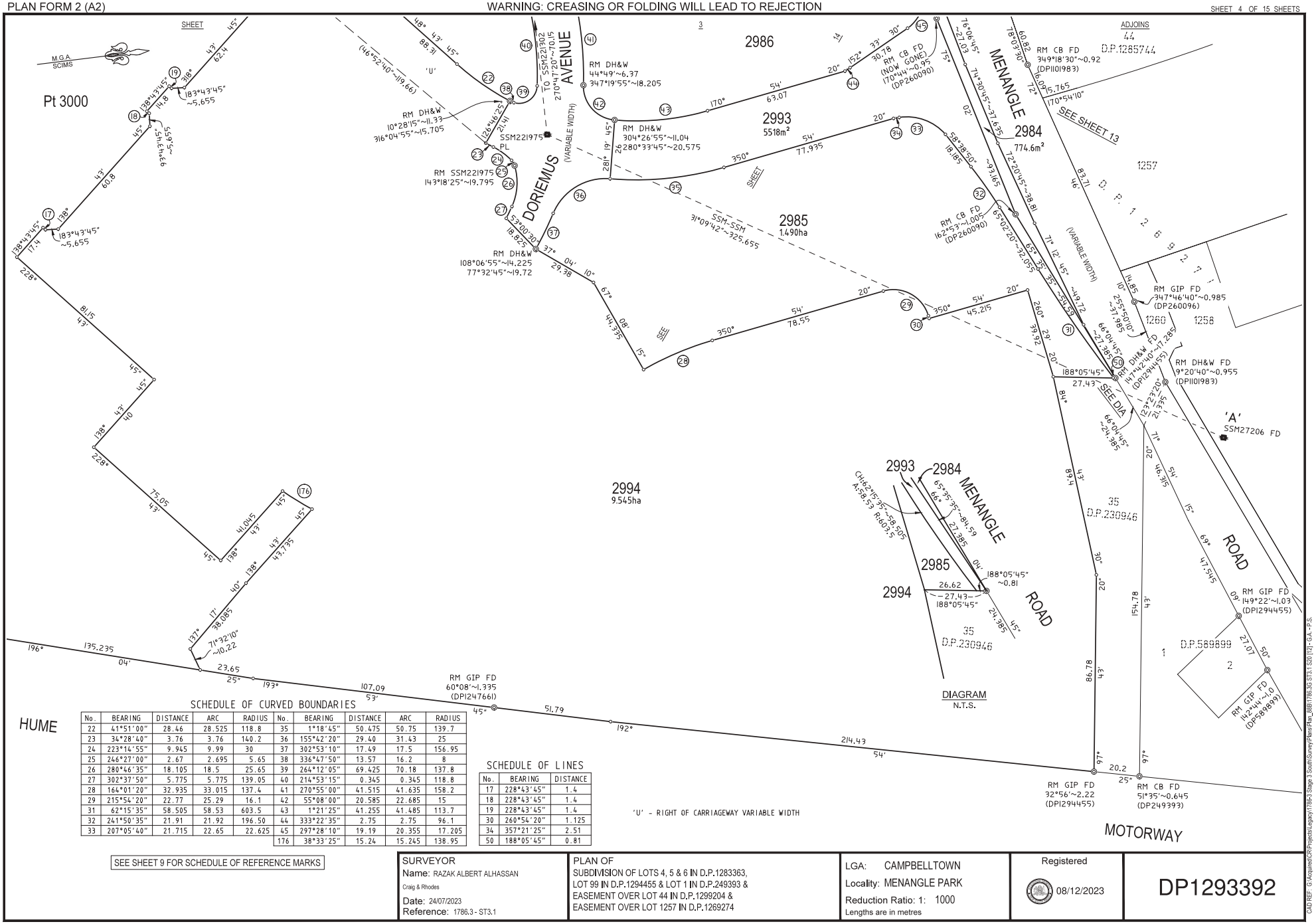
LGA: CAMPBELLTOWN
Locality: MENANGLE PARK
Reduction Ratio: 1: 1000
Lengths are in metres

Registered
08/12/2023

DP1293392

CAD REF: G:\Acquired\CAP\Projects\Legacy\1786\7 Stage 3 South\Survey\Plans\Plan_8686\1786.8D ST3.1 SD(1D)~G.A.~P.S.

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SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS	No.	BEARING	DISTANCE	ARC	RADIUS
22	41°51'00"	28.46	28.525	118.8	35	1°18'45"	50.475	50.75	139.7
23	34°28'40"	3.76	3.76	140.2	36	155°42'20"	29.40	31.43	25
24	223°14'55"	9.945	9.99	30	37	302°53'10"	17.49	17.5	156.95
25	246°27'00"	2.67	2.695	5.65	38	336°47'50"	13.57	16.2	8
26	280°46'35"	18.105	18.5	25.65	39	264°12'05"	69.425	70.18	137.8
27	302°37'50"	5.775	5.775	139.05	40	214°53'15"	0.345	0.345	118.8
28	164°01'20"	32.935	33.015	137.4	41	270°55'00"	41.515	41.635	158.2
29	215°54'20"	22.77	25.29	16.1	42	55°08'00"	20.585	22.685	15
31	62°15'35"	58.505	58.53	603.5	43	1°21'25"	41.255	41.485	113.7
32	241°50'35"	21.91	21.92	196.50	44	333°22'35"	2.75	2.75	96.1
33	207°05'40"	21.715	22.65	22.625	45	297°28'10"	19.19	20.355	17.205
					176	38°33'25"	15.24	15.245	138.95

SCHEDULE OF LINES

No.	BEARING	DISTANCE
17	228°43'45"	1.4
18	228°43'45"	1.4
19	228°43'45"	1.4
30	260°54'20"	1.125
34	357°21'25"	2.51
50	188°05'45"	0.81

SEE SHEET 9 FOR SCHEDULE OF REFERENCE MARKS

SURVEYOR
Name: RAZAK ALBERT ALHASSAN
Craig & Rhodes
Date: 24/07/2023
Reference: 1786.3 - ST3.1

PLAN OF
SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274

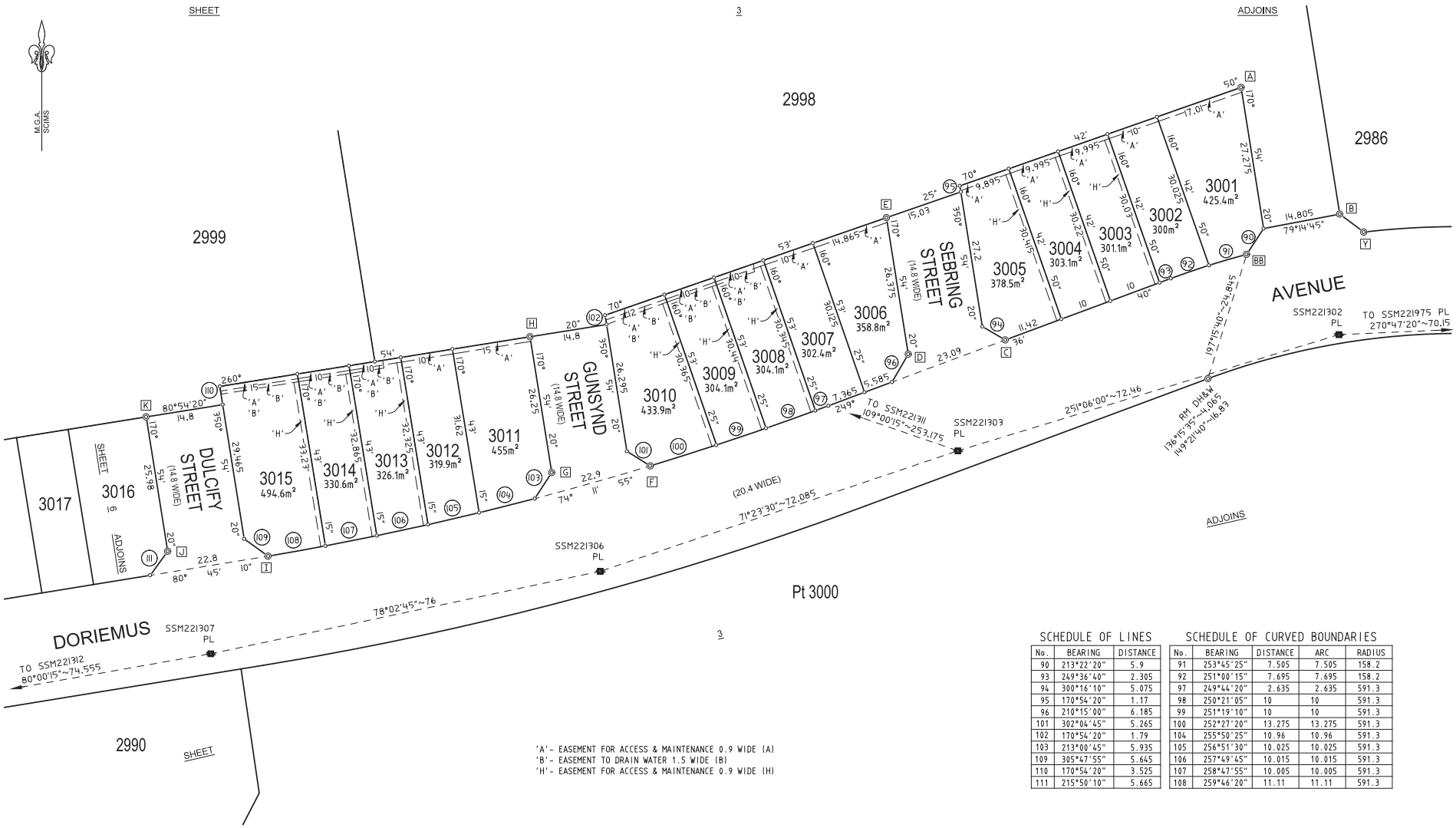
LGA: CAMPBELLTOWN
Locality: MENANGLE PARK
Reduction Ratio: 1: 1000
Lengths are in metres

Registered
08/12/2023

DP1293392

CAD REF: G:\Acquired\CM\Projects\Legacy\1786\1786.3\ST3.1 SDP\Survey\Plans\Plan_SB\1786.3\ST3.1 SDP(1)[1]-G.A.-P.S.

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'A'- EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)
'B'- EASEMENT TO DRAIN WATER 1.5 WIDE (B)
'H'- EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (H)

SCHEDULE OF LINES

No.	BEARING	DISTANCE
90	213°22'20"	5.9
93	249°36'40"	2.305
94	300°16'10"	5.075
95	170°54'20"	1.17
96	210°15'00"	6.185
101	302°04'45"	5.265
102	170°54'20"	1.79
103	213°00'45"	5.935
109	305°47'55"	5.645
110	170°54'20"	3.525
111	215°50'10"	5.665

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
91	253°45'25"	7.505	7.505	158.2
92	251°00'15"	7.695	7.695	158.2
97	249°44'20"	2.635	2.635	591.3
98	250°21'05"	10	10	591.3
99	251°19'10"	10	10	591.3
100	252°27'20"	13.275	13.275	591.3
104	255°50'25"	10.96	10.96	591.3
105	256°51'30"	10.025	10.025	591.3
106	257°49'45"	10.015	10.015	591.3
107	258°47'55"	10.005	10.005	591.3
108	259°46'20"	11.11	11.11	591.3

SEE SHEET 9 FOR SCHEDULE OF REFERENCE MARKS

SURVEYOR	PLAN OF			
Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 500 Lengths are in metres	Registered 08/12/2023	DP1293392

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CAD REF: G:\Acquired\Civil\Projects\Legacy\1786\3 Stage 3 South\Survey\Plans\Plan_8\1786.3(b) ST3.1 520 [12] - G.A. - P.S.

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 6 OF 15 SHEETS

'A'- EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)
'B'- EASEMENT TO DRAIN WATER 1.5 WIDE (B)
'H'- EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (H)

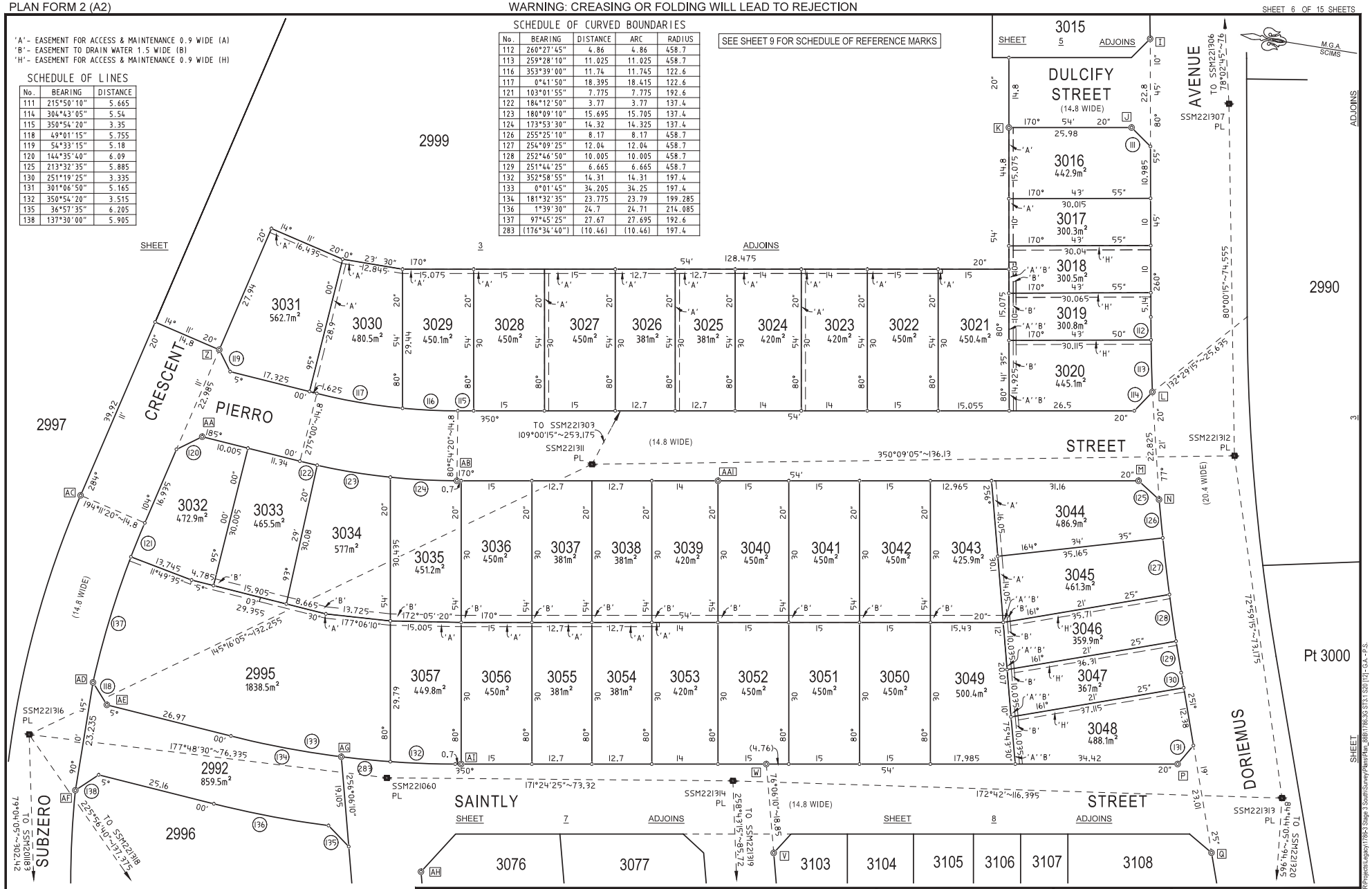
SCHEDULE OF LINES

No.	BEARING	DISTANCE
111	215°50'10"	5.665
114	304°43'05"	5.54
115	350°54'20"	3.35
118	49°01'15"	5.755
119	54°33'15"	5.18
120	144°35'40"	6.09
125	213°32'35"	5.885
130	251°19'25"	3.335
131	301°06'50"	5.165
132	350°54'20"	3.515
135	36°57'35"	6.205
138	137°30'00"	5.905

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
112	260°27'45"	4.86	4.86	458.7
113	259°28'10"	11.025	11.025	458.7
116	353°39'00"	11.74	11.745	122.6
117	0°41'50"	18.395	18.415	122.6
121	103°01'55"	7.775	7.775	192.6
122	184°12'50"	3.77	3.77	137.4
123	180°09'10"	15.695	15.705	137.4
124	173°53'30"	14.32	14.325	137.4
126	255°25'10"	8.17	8.17	458.7
127	254°09'25"	12.04	12.04	458.7
128	252°46'50"	10.005	10.005	458.7
129	251°44'25"	6.665	6.665	458.7
132	352°58'55"	14.31	14.31	197.4
133	0°01'45"	34.205	34.25	197.4
134	181°32'35"	23.775	23.79	199.285
136	1°39'30"	24.7	24.71	214.085
137	97°45'25"	27.67	27.695	192.6
283	(176°34'40")	(10.46)	(10.46)	197.4

SEE SHEET 9 FOR SCHEDULE OF REFERENCE MARKS



SURVEYOR	PLAN OF			
Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 500 Lengths are in metres	Registered 08/12/2023	DP1293392

CAD REF: G:\Acquired\CAD\Projects\Legacy\1786-1 Stage 3 South\Survey\Plans\Plan_DP\1786.3 ST3.1 S20 (1)[1] - G.A. - P.S.

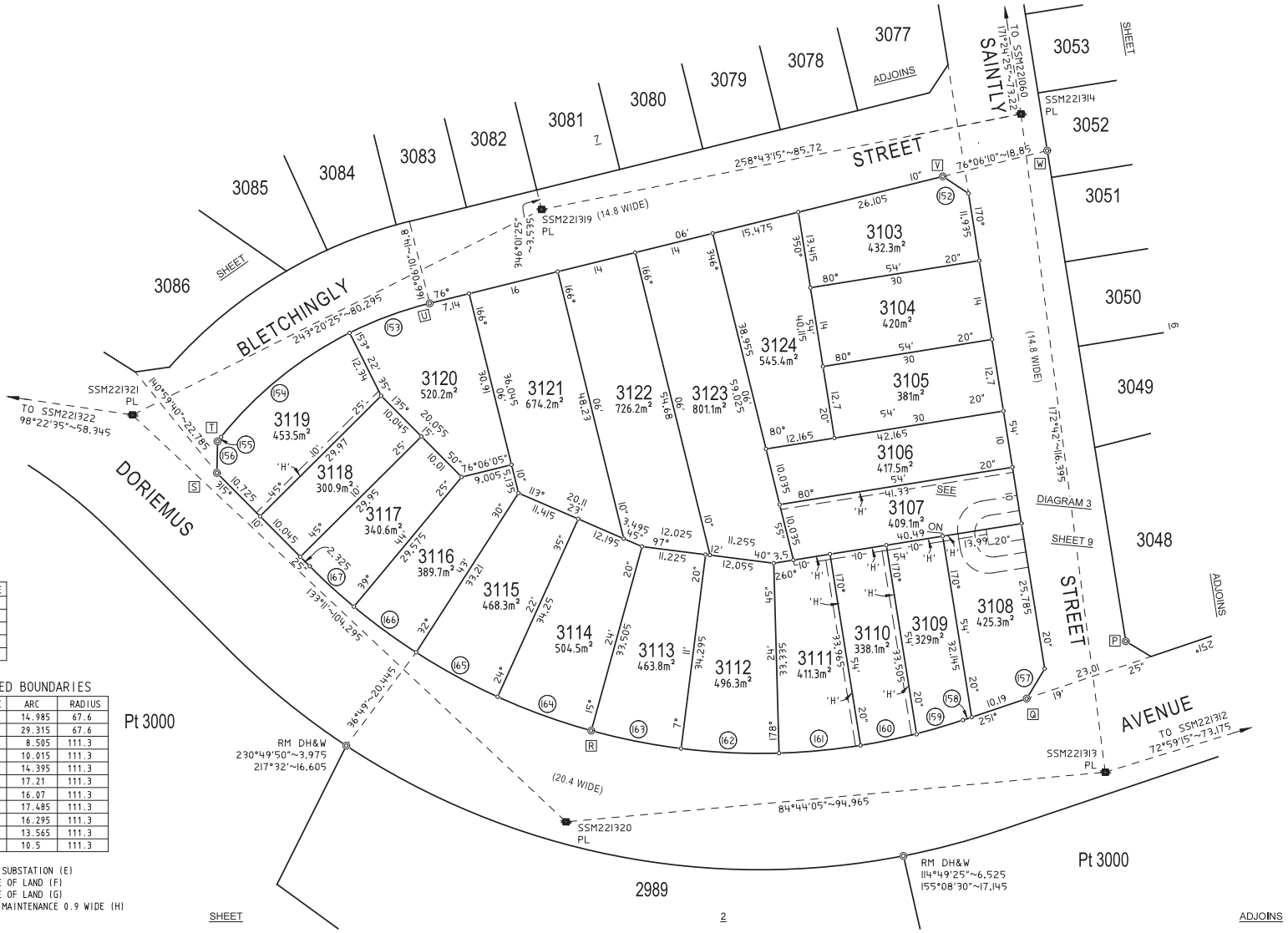
Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:6 of 23
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SURVEYOR Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	PLAN OF SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 500 Lengths are in metres	Registered 08/12/2023	DP1293392

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CAD REF: G:\Acquired\CAD Projects\Legacy\1786+1 Stage 3 South\Survey\Plans\Plan_8(B)\1786.8(c) ST3.1 520 (1)-G.A.-P.S.



SCHEDULE OF LINES

No.	BEARING	DISTANCE
152	123°30'15"	5.415
155	38°33'20"	0.92
156	1°11'35"	5.52
157	211°06'50"	6.11
158	251°19'25"	1.59

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
153	69°45'10"	14.955	14.985	67.6
154	50°58'45"	29.085	29.315	67.6
159	253°30'40"	8.5	8.505	111.3
160	258°16'40"	10.01	10.015	111.3
161	264°33'35"	14.385	14.395	111.3
162	272°41'40"	17.195	17.21	111.3
163	281°15'35"	16.055	16.07	111.3
164	289°53'50"	17.47	17.485	111.3
165	298°35'30"	16.28	16.295	111.3
166	306°16'40"	13.555	13.565	111.3
167	312°28'15"	10.495	10.5	111.3

'E'- EASEMENT FOR PADMOUNT SUBSTATION (E)
'F'- RESTRICTION ON THE USE OF LAND (F)
'G'- RESTRICTION ON THE USE OF LAND (G)
'H'- EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (H)

SEE SHEET 9 FOR SCHEDULE OF REFERENCE MARKS

SURVEYOR	PLAN OF		Registered	
Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 500 Lengths are in metres	08/12/2023	DP1293392

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:8 of 23
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CAD REF: G:\Acquired\CAD\Projects\Legacy\1786\1 Stage 3 South\Survey\Plans\Plan_SSB\1786.SD.ST3.1.520[10]~G.A.~P.S.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70
COORDINATE SCHEDULE

MARK	MGA COORDINATES EASTING	MGA COORDINATES NORTHING	CLASS	PU	METHOD	STATE
SSM18679	291 942.349	6 222 648.323	B	N/A	SCIMS	FOUND
SSM27206	293 300.541	6 223 626.831	D	0.02	SCIMS	FOUND
SSM27213	292 242.360	6 223 443.160	D	N/A	SCIMS	FOUND
SSM27214	291 983	6 223 156	U	N/A	SCIMS	FOUND
SSM27215	291 910	6 222 974	U	N/A	SCIMS	FOUND
SSM210890	292 648.766	6 223 561.195	C	0.03	SCIMS	FOUND
SSM201183	292 381.583	6 223 459.404	D	N/A	DP1283363	FOUND
SSM221060	292 681.466	6 223 440.522	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221302	293 061.825	6 223 349.139	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221303	292 993.273	6 223 325.669	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221306	292 924.956	6 223 302.666	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221307	292 850.605	6 223 286.925	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221311	292 753.899	6 223 408.110	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221312	292 777.183	6 223 273.984	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221313	292 7007.210	6 223 252.574	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221314	292 692.422	6 223 368.023	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221316	292 678.546	6 223 516.800	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221318	292 579.819	6 223 421.275	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221319	292 608.355	6 223 351.258	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221320	292 612.644	6 223 243.860	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221321	292 536.596	6 223 315.231	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221322	292 478.874	6 223 323.730	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221325	292 403.028	6 223 321.038	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221975	293 131.966	6 223 348.173	D	N/A	CADASTRAL TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 24/07/2023 MGA ZONE: 56 COMBINED SCALE FACTOR:1.00113 MGA DATUM: GDA2020

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 71
HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM27213	77.146	LB	N/A	SCIMS ADOPTED	FOUND
SSM210890	96.618	LC	0.03	FROM SCIMS-DATUM VALIDATION	FOUND
SSM201183	83.119	LC	N/A	-	FOUND
SSM221060	87.463	LC	N/A	-	PLACED
SSM221302	91.405	LC	N/A	-	PLACED
SSM221303	89.320	LC	N/A	-	PLACED
SSM221306	87.997	LC	N/A	-	PLACED
SSM221307	86.694	LC	N/A	-	PLACED
SSM221311	89.900	LC	N/A	-	PLACED
SSM221312	85.436	LC	N/A	-	PLACED
SSM221313	84.168	LC	N/A	-	PLACED
SSM221314	86.768	LC	N/A	-	PLACED
SSM221316	91.300	LC	N/A	-	PLACED
SSM221318	84.778	LC	N/A	-	PLACED
SSM221319	84.524	LC	N/A	-	PLACED
SSM221320	83.783	LC	N/A	-	PLACED
SSM221321	82.671	LC	N/A	-	PLACED
SSM221322	81.737	LC	N/A	-	PLACED
SSM221325	81.362	LC	N/A	-	PLACED
SSM221975	94.063	LC	N/A	-	PLACED

DATE OF SCIMS AHD VALUES: 24/07/2023 HEIGHT DATUM: AHD71

'E'- EASEMENT FOR PADMOUNT SUBSTATION (E)
'F'- RESTRICTION ON THE USE OF LAND (F)
'G'- RESTRICTION ON THE USE OF LAND (G)
'H'- EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (H)

SCHEDULE OF LINES

No.	BEARING	DISTANCE
173	(350°54'20")	(2.75)
174	(350°54'20")	(1.35)
175	(170°54'20")	(2.75)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
168	(125°54'20")	(4.245)	(4.71)	(3)
169	(177°39'00")	(0.705)	(0.705)	(3)
170	(222°39'05")	(3.715)	(4.005)	(3)
171	(215°54'20")	(7.07)	(7.855)	(5)
172	(125°54'20")	(7.07)	(7.855)	(5)

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 69
HEIGHT DIFFERENCE SCHEDULE

MARK FROM	MARK TO	HEIGHT DIFFERENCE	METHOD
SSM27213	SSM201183	+5.966	DIFFERENTIAL LEVELLING
SSM201183	SSM221322	-1.381	DIFFERENTIAL LEVELLING
SSM221322	SSM221325	-0.369	DIFFERENTIAL LEVELLING
SSM221325	SSM27213	-4.216	DIFFERENTIAL LEVELLING
SSM221318	SSM221322	-3.047	DIFFERENTIAL LEVELLING
SSM221322	SSM221321	+0.940	DIFFERENTIAL LEVELLING
SSM221321	SSM221319	+1.853	DIFFERENTIAL LEVELLING
SSM221319	SSM221314	+2.244	DIFFERENTIAL LEVELLING
SSM221314	SSM221060	+0.69	DIFFERENTIAL LEVELLING
SSM221060	SSM221318	-2.682	DIFFERENTIAL LEVELLING
SSM221321	SSM221320	+1.112	DIFFERENTIAL LEVELLING
SSM221320	SSM221313	+0.385	DIFFERENTIAL LEVELLING
SSM221313	SSM221314	+2.600	DIFFERENTIAL LEVELLING
SSM221314	SSM221319	-2.244	DIFFERENTIAL LEVELLING
SSM221319	SSM221321	-1.853	DIFFERENTIAL LEVELLING
SSM221316	SSM221315	-3.837	DIFFERENTIAL LEVELLING
SSM221315	SSM221314	-0.695	DIFFERENTIAL LEVELLING
SSM221314	SSM221313	-2.600	DIFFERENTIAL LEVELLING
SSM221313	SSM221312	+1.268	DIFFERENTIAL LEVELLING
SSM221312	SSM221311	+4.464	DIFFERENTIAL LEVELLING
SSM221311	SSM221316	+1.400	DIFFERENTIAL LEVELLING
SSM221307	SSM221306	+1.303	DIFFERENTIAL LEVELLING
SSM221306	SSM221303	+1.323	DIFFERENTIAL LEVELLING
SSM221303	SSM221302	+2.085	DIFFERENTIAL LEVELLING
SSM221302	SSM221975	+2.685	DIFFERENTIAL LEVELLING
SSM221975	SSM210890	+2.555	DIFFERENTIAL LEVELLING
SSM210890	SSM221311	-6.718	DIFFERENTIAL LEVELLING
SSM221311	SSM221307	-3.206	DIFFERENTIAL LEVELLING

HEIGHT DATUM: AHD71

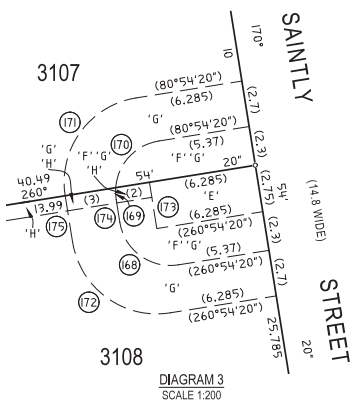


DIAGRAM 3
SCALE 1:200



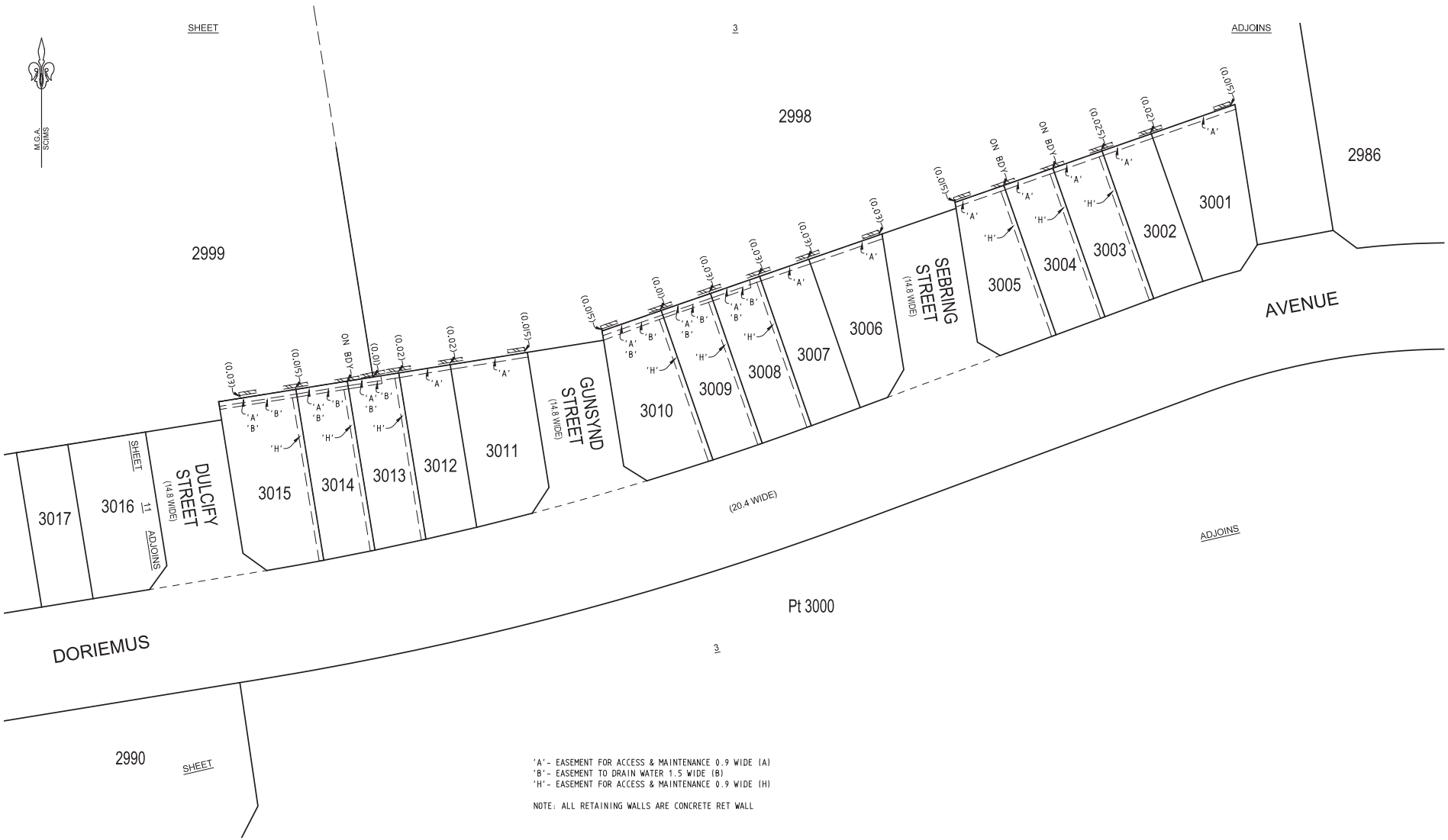
SCHEDULE OF PREFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	No.	BEARING	DISTANCE	DESCRIPTION
A	260°18'45"	3.435	RM DH&W PL	BB	344°46'20"	3.73	RM DH&W PL
A	261°14'45"	11.215	RM DH&W PL	BB	347°57'55"	16.66	RM DH&W PL
B	74°00'00"	3.415	RM DH&W PL	AB	271°24'45"	3.565	RM DH&W PL
B	75°15'40"	11.44	RM DH&W PL	AB	266°04'20"	11.425	RM DH&W PL
C	351°48'30"	3.65	RM DH&W PL	AC	68°29'10"	6.12	RM DH&W PL
C	345°28'45"	16.69	RM DH&W PL	AC	39°45'40"	12.675	RM DH&W PL
D	276°09'15"	3.55	RM DH&W PL	AD	187°51'45"	3.43	RM DH&W PL
D	332°48'40"	20.74	RM SSM221303 PL	AD	131°35'55"	17.54	RM SSM221316 PL
E	260°59'00"	3.45	RM DH&W PL	AE	94°42'05"	3.445	RM DH&W PL
E	259°39'55"	11.205	RM DH&W PL	AE	91°38'45"	11.465	RM DH&W PL
F	347°22'50"	3.615	RM DH&W PL	AF	155°47'30"	3.66	RM DH&W PL
F	25°25'10"	22.27	RM SSM221306 PL	AF	170°25'10"	11.3	RM DH&W PL
G	261°17'05"	3.405	RM DH&W PL	AG	59°42'50"	3.955	RM DH&W PL
G	259°00'00"	11.485	RM DH&W PL	AG	82°24'45"	11.49	RM DH&W PL
H	259°59'15"	3.445	RM DH&W PL	AH	219°58'30"	5.705	RM DH&W PL
H	261°05'35"	11.26	RM DH&W PL	AH	185°54'20"	11.92	RM DH&W PL
I	352°22'05"	3.755	RM DH&W PL	AI	81°01'10"	3.485	RM DH&W PL
I	348°14'50"	16.565	RM DH&W PL	AI	84°41'00"	11.295	RM DH&W PL
J	266°36'15"	3.435	RM DH&W PL	AJ	83°19'35"	27.655	RM DH&W PL
J	262°56'55"	11.33	RM DH&W PL	AJ	98°27'05"	29.58	RM DH&W PL
K	258°48'05"	3.5	RM DH&W PL	AK	186°33'05"	3.705	RM DH&W PL
K	260°28'40"	11.255	RM DH&W PL	AK	173°21'00"	11.315	RM DH&W PL
L	356°54'20"	3.695	RM DH&W PL	AL	166°14'35"	3.425	RM DH&W PL
L	351°34'45"	16.66	RM DH&W PL	AL	166°25'20"	11.22	RM DH&W PL
M	258°00'00"	3.445	RM DH&W PL	AM	113°24'10"	4.03	RM DH&W PL
M	260°53'00"	11.33	RM DH&W PL	AM	93°17'30"	11.81	RM DH&W PL
N	346°55'00"	3.755	RM DH&W PL	AN	355°03'55"	3.45	RM DH&W PL
N	320°43'10"	18.465	RM SSM221312 PL	AN	350°06'35"	11.36	RM DH&W PL
P	79°21'30"	3.35	RM DH&W PL	AQ	73°14'20"	3.545	RM DH&W PL
P	86°25'55"	11.275	RM DH&W PL	AQ	77°11'05"	11.375	RM DH&W PL
Q	331°11'50"	3.805	RM DH&W PL	AR	12°39'10"	3.94	RM DH&W PL
Q	313°08'05"	18.88	RM SSM221313 PL	AR	43°52'45"	20.54	RM SSM221322 PL
R	294°15'45"	16.68	RM DH&W PL	AS	23°27'15"	7.69	RM DH&W PL
R	15°30'50"	16.59	RM SSM221320 PL	AS	26°47'00"	20.455	RM DH&W PL
S	45°27'45"	3.73	RM DH&W PL	AT	354°22'05"	3.735	RM DH&W PL
S	124°27'10"	17.965	RM SSM221321 PL	AT	358°19'05"	16.58	RM DH&W PL
T	138°10'20"	3.515	RM DH&W PL	AU	255°06'15"	4.745	RM DH&W PL
T	132°49'30"	11.315	RM DH&W PL	AU	255°01'50"	20.545	RM DH&W PL
U	229°53'25"	8.005	RM DH&W PL	AV	74°44'15"	3.65	RM DH&W PL
U	185°43'10"	11.965	RM DH&W PL	AV	33°37'40"	21.46	RM SSM221325 PL
V	165°57'15"	3.43	RM DH&W PL	AW	78°26'30"	3.59	RM DH&W PL
V	168°36'30"	11.265	RM DH&W PL	AW	80°01'50"	16.555	RM DH&W PL
W	144°23'20"	7.915	RM SSM221314 PL	AX	168°24'20"	6.375	RM DH&W FD (DP1283363
W	138°18'10"	21.025	RM DH&W PL	AX	147°22'30"	7.585	RM DH&W FD (DP1283363
X	12°28'20"	3.505	RM DH&W PL	AY	169°29'30"	8.185	RM DH&W FD (DP1283363
X	14°37'15"	11.375	RM DH&W PL	AY	187°13'30"	9.2	RM DH&W FD (DP1283363
Y	349°37'55"	3.71	RM DH&W PL	AZ	50°37'10"	27.855	RM GIP PL
Y	26°09'20"	20.37	RM SSM221302 PL	AA1	265°50'45"	3.475	RM DH&W PL
Z	191°21'25"	3.395	RM DH&W PL	AA1	267°17'50"	11.4	RM DH&W PL
Z	193°02'35"	11.235	RM DH&W PL	A2	357°20'00"	3.58	RM SSM221318 PL
AA	300°04'20"	3.83	RM DH&W PL	A2	358°16'45"	11.505	RM DH&W PL
AA	285°53'40"	11.615	RM DH&W PL				

SURVEYOR	PLAN OF			
Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: Lengths are in metres	Registered 08/12/2023	DP1293392

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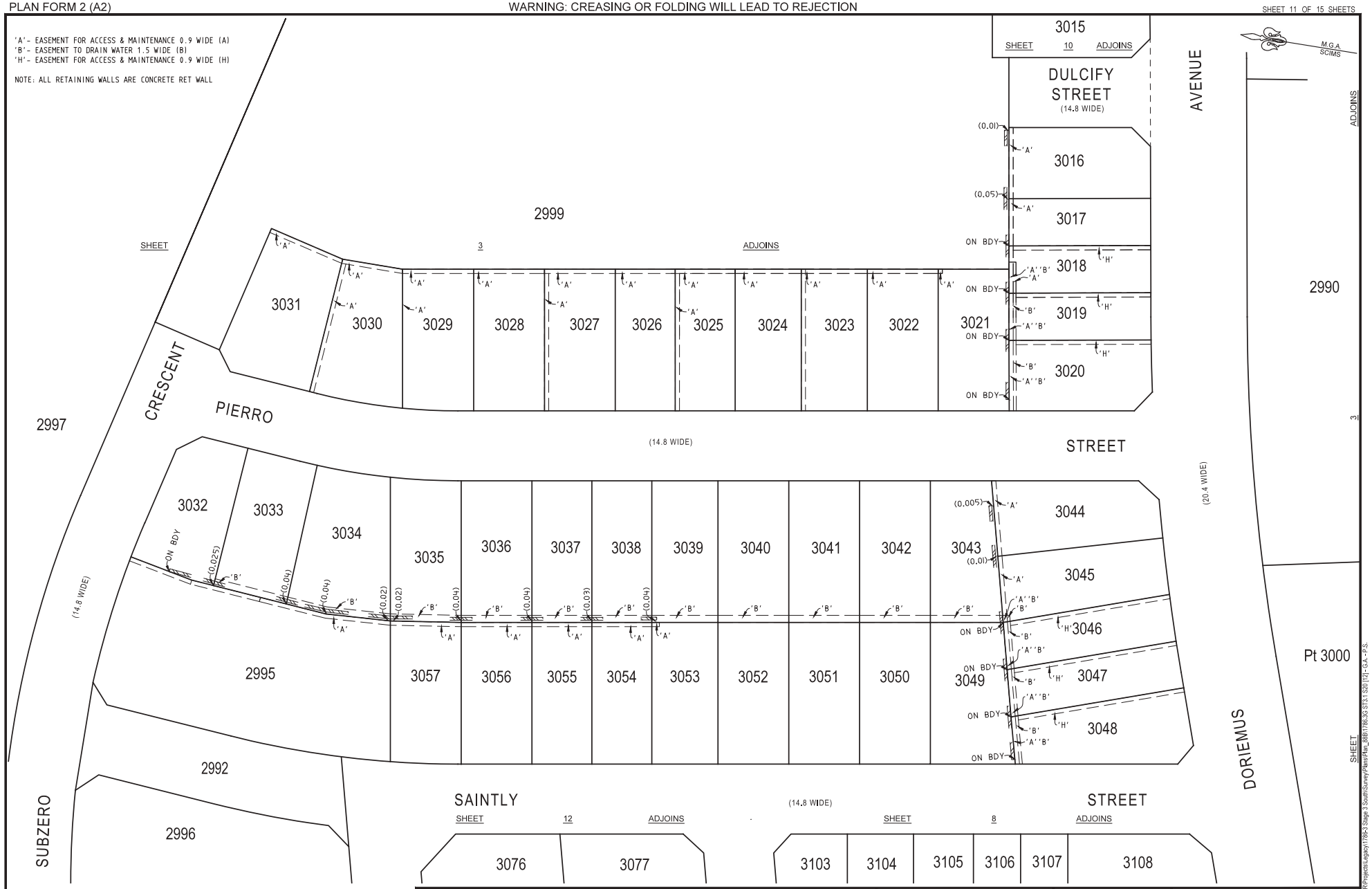
'A'- EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)
'B'- EASEMENT TO DRAIN WATER 1.5 WIDE (B)
'H'- EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (H)

NOTE: ALL RETAINING WALLS ARE CONCRETE RET WALL

SURVEYOR	PLAN OF			
Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 500 Lengths are in metres	Registered 08/12/2023	DP1293392

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:10 of 23
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CAD REF: G:\Acquired\Cph\Projects\Legacy\1786+3 Stage 3 South\Survey\Plans\Plan_86B\1786.3&ST3.1 520 [1:1] - G.A. - P.S.



SURVEYOR	PLAN OF			
Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 500 Lengths are in metres	Registered 08/12/2023	DP1293392

CAD REF: G:\Acquired\CP\Projects\Legacy\1786+3 Stage 3 South\Survey\Plans\Plan_DP1293392.dwg 1786+3 S3 (11) - G.A. - P.S.

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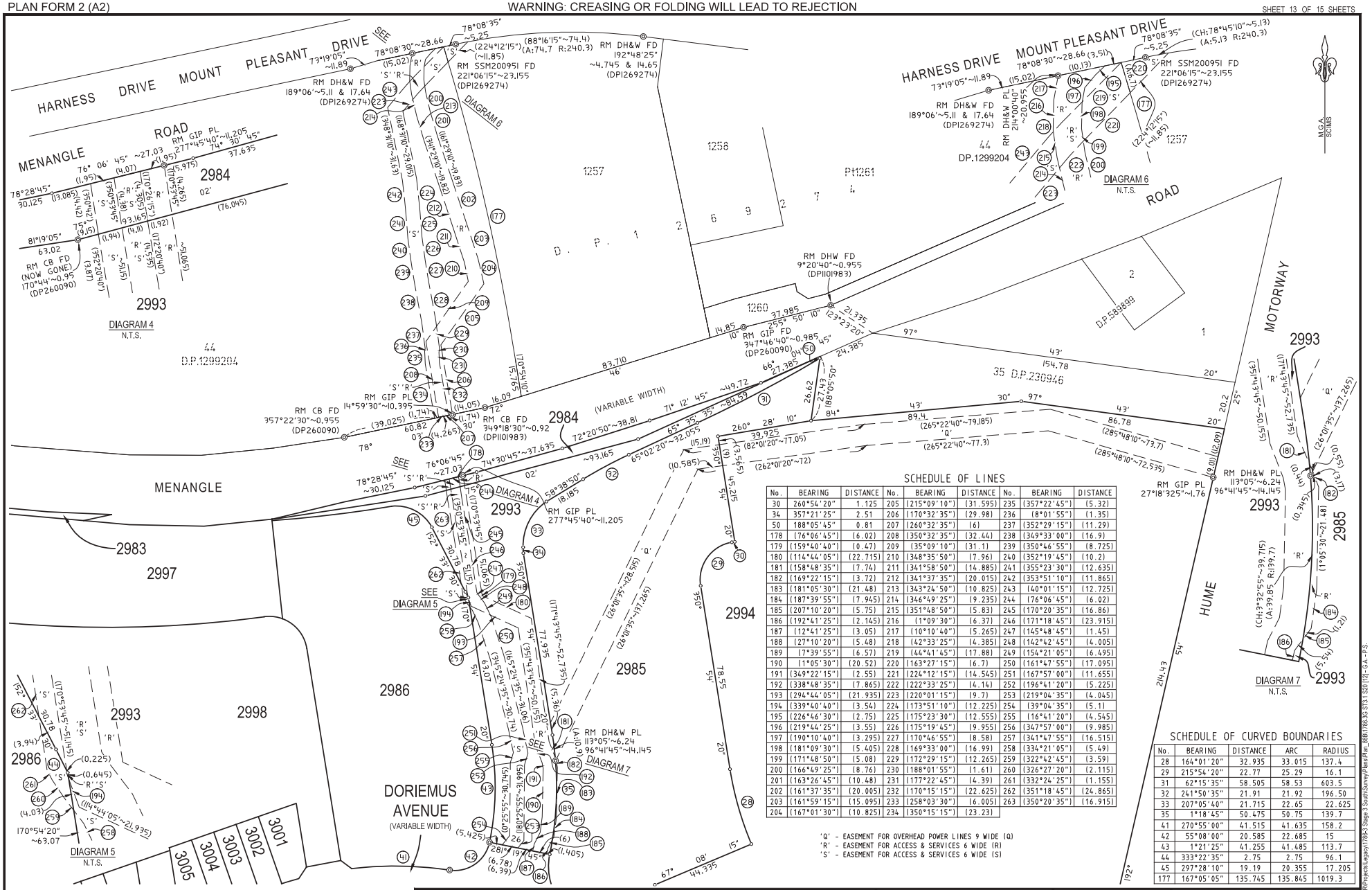


SURVEYOR	PLAN OF			
Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 500 Lengths are in metres	Registered 08/12/2023	DP1293392

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:12 of 23
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SCHEDULE OF LINES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
30	260°54'20"	1.125	205	(215°09'10")	(31.595)	235	(357°22'45")	(5.32)
34	357°21'25"	2.51	206	(170°32'35")	(29.98)	236	(8°01'55")	(1.35)
50	188°05'45"	0.81	207	(260°32'35")	(6)	237	(352°29'15")	(11.29)
178	(76°06'45")	(6.02)	208	(350°32'35")	(32.44)	238	(349°33'00")	(16.9)
179	(159°40'40")	(0.47)	209	(35°09'10")	(31.1)	239	(350°46'55")	(8.725)
180	(114°44'05")	(22.715)	210	(348°35'50")	(7.96)	240	(352°19'45")	(10.2)
181	(158°48'35")	(7.74)	211	(341°58'50")	(14.885)	241	(355°23'30")	(12.635)
182	(169°22'15")	(3.72)	212	(341°37'35")	(20.015)	242	(353°51'10")	(11.865)
183	(181°05'30")	(21.48)	213	(343°24'50")	(10.825)	243	(40°01'15")	(12.725)
184	(187°39'55")	(7.945)	214	(346°49'25")	(9.235)	244	(76°06'45")	(6.02)
185	(207°10'20")	(5.75)	215	(351°48'50")	(5.83)	245	(170°20'35")	(16.86)
186	(192°41'25")	(2.145)	216	(1°09'30")	(6.37)	246	(171°18'45")	(23.915)
187	(12°41'25")	(3.05)	217	(10°10'40")	(5.265)	247	(145°48'45")	(1.45)
188	(27°10'20")	(5.48)	218	(42°33'25")	(4.385)	248	(142°42'45")	(4.005)
189	(7°39'55")	(6.57)	219	(44°41'45")	(17.88)	249	(154°21'05")	(6.495)
190	(1°05'30")	(20.52)	220	(163°27'15")	(6.7)	250	(161°47'55")	(17.095)
191	(349°22'15")	(2.55)	221	(224°12'15")	(14.545)	251	(167°57'00")	(11.655)
192	(338°48'35")	(7.865)	222	(222°33'25")	(4.14)	252	(196°41'20")	(5.225)
193	(294°44'05")	(21.935)	223	(220°01'15")	(9.7)	253	(219°04'35")	(4.045)
194	(339°40'40")	(3.54)	224	(173°51'10")	(12.225)	254	(39°04'35")	(5.1)
195	(226°46'30")	(2.75)	225	(175°23'30")	(12.555)	255	(16°41'20")	(4.545)
196	(219°44'25")	(3.55)	226	(175°19'45")	(9.955)	256	(347°57'00")	(9.985)
197	(190°10'40")	(3.295)	227	(170°46'55")	(8.58)	257	(341°47'55")	(16.515)
198	(181°09'30")	(5.405)	228	(169°33'00")	(16.99)	258	(334°21'05")	(5.49)
199	(171°48'50")	(5.08)	229	(172°29'15")	(12.265)	259	(322°42'45")	(3.59)
200	(166°49'25")	(8.76)	230	(188°01'55")	(1.61)	260	(326°27'20")	(2.115)
201	(163°26'45")	(10.48)	231	(177°22'45")	(4.39)	261	(332°24'25")	(1.155)
202	(161°37'35")	(20.005)	232	(170°15'15")	(22.625)	262	(351°18'45")	(24.865)
203	(161°59'15")	(15.095)	233	(258°03'30")	(6.005)	263	(350°20'35")	(16.915)
204	(167°01'30")	(10.825)	234	(350°15'15")	(23.23)			

'Q' - EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (Q)
'R' - EASEMENT FOR ACCESS & SERVICES 6 WIDE (R)
'S' - EASEMENT FOR ACCESS & SERVICES 6 WIDE (S)

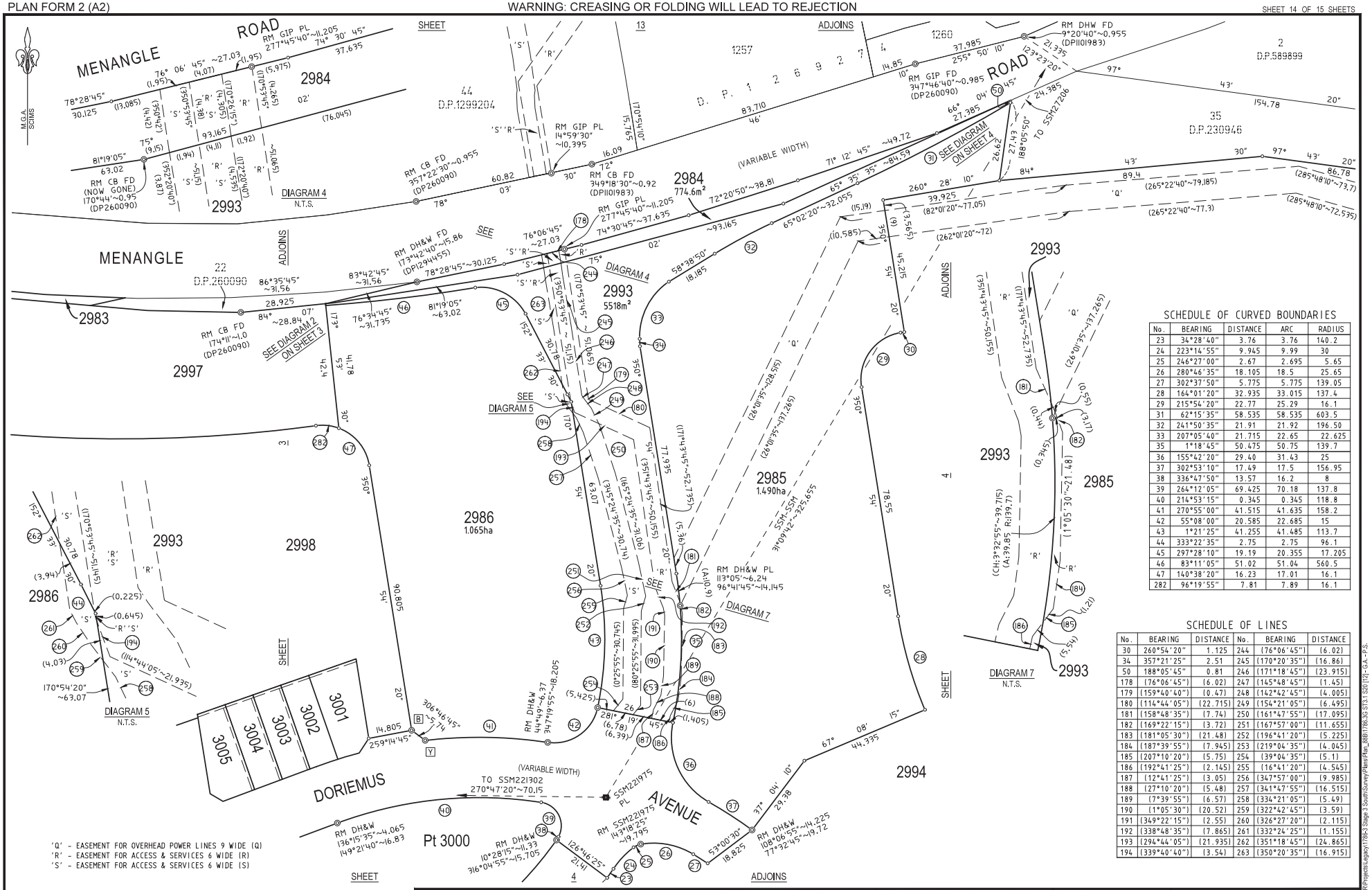
SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
28	164°01'20"	32.935	33.015	137.4
29	215°54'20"	22.77	25.29	16.1
31	62°15'35"	58.505	58.53	603.5
32	241°50'35"	21.91	21.92	196.50
33	207°05'40"	21.715	22.65	22.625
35	1°18'45"	50.475	50.75	139.7
41	270°55'00"	41.515	41.635	158.2
42	55°08'00"	20.585	22.685	15
43	1°21'25"	41.255	41.485	113.7
44	333°22'35"	2.75	2.75	96.1
45	297°28'10"	19.19	20.355	17.205
177	167°05'05"	135.745	135.845	1019.3

SURVEYOR Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	PLAN OF SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 1000 Lengths are in metres	Registered 08/12/2023	DP1293392

CAD REF: G:\Acquired\CAD\Projects\Legacy\1786\3 Stage 3 South\Survey\Plans\Plan_8686\1786.8D ST3.1 S3D(1D)] - G.A. - P.S.

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION SHEET 14 OF 15 SHEETS



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
23	34°28'40"	3.76	3.76	140.2
24	223°14'55"	9.945	9.99	30
25	246°27'00"	2.67	2.695	5.65
26	280°46'35"	18.105	18.5	25.65
27	302°37'50"	5.775	5.775	139.05
28	164°01'20"	32.935	33.015	137.4
29	215°54'20"	22.77	25.29	16.1
31	62°15'35"	58.535	58.535	603.5
32	241°50'35"	21.91	21.92	196.50
33	207°05'40"	21.715	22.65	22.625
35	1°18'45"	50.475	50.75	139.7
36	155°42'20"	29.40	31.43	25
37	302°53'10"	17.49	17.5	156.95
38	336°47'50"	13.57	16.2	8
39	264°12'05"	69.425	70.18	137.8
40	214°53'15"	0.345	0.345	118.8
41	270°55'00"	41.515	41.635	158.2
42	55°08'00"	20.585	22.685	15
43	1°21'25"	41.255	41.485	113.7
44	333°22'35"	2.75	2.75	96.1
45	297°28'10"	19.19	20.355	17.205
46	83°11'05"	51.02	51.04	560.5
47	140°38'20"	16.23	17.01	16.1
282	96°19'55"	7.81	7.89	16.1

SCHEDULE OF LINES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
30	260°54'20"	1.125	244	(76°06'45")	(6.02)
34	357°21'25"	2.51	245	(170°20'35")	(16.86)
50	188°05'45"	0.81	246	(171°18'45")	(23.915)
178	(76°06'45")	(6.02)	247	(145°48'45")	(1.45)
179	(159°40'40")	(0.47)	248	(142°42'45")	(4.005)
180	(114°44'05")	(22.715)	249	(154°21'05")	(6.495)
181	(158°48'35")	(7.74)	250	(161°47'55")	(17.095)
182	(169°22'15")	(3.72)	251	(167°57'00")	(11.655)
183	(181°05'30")	(21.48)	252	(196°41'20")	(5.225)
184	(187°39'55")	(7.945)	253	(219°04'35")	(4.045)
185	(207°10'20")	(5.75)	254	(39°04'35")	(5.1)
186	(192°41'25")	(2.145)	255	(16°41'20")	(4.545)
187	(12°41'25")	(3.05)	256	(347°57'00")	(9.985)
188	(27°10'20")	(5.48)	257	(341°47'55")	(16.515)
189	(7°39'55")	(6.57)	258	(334°21'05")	(5.49)
190	(1°05'30")	(20.52)	259	(322°42'45")	(3.59)
191	(349°22'15")	(2.55)	260	(326°27'20")	(2.115)
192	(338°48'35")	(7.865)	261	(332°24'25")	(1.155)
193	(294°44'05")	(21.935)	262	(351°18'45")	(24.865)
194	(339°40'40")	(3.54)	263	(350°20'35")	(16.915)

SEE SHEET 9 FOR SCHEDULE OF REFERENCE MARKS

SURVEYOR Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	PLAN OF SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 800 Lengths are in metres	Registered 08/12/2023	DP1293392

CAD REF: G:\Acquired\CP\Projects\Legacy\1786\7 Stage 3 South\Survey\Plans\Plan_8881786.dgn ST3.1 520 [12] - G.A. - P.S.

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:14 of 23
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DIAGRAM 4
SCALE 1:400

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
61	166°10'40"	16.645	16.65	261.7
62	250°40'30"	14.855	14.855	510.2
284	225°56'20"	11.86	12.435	11.72
285	184°01'10"	6.35	6.515	8.315
286	43°52'40"	4.965	5	12.865

SCHEDULE OF LINES

No.	BEARING	DISTANCE
276	59°15'20"	6.1

'Y' - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (Y)
'W' - EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE (W)

SEE SHEET 9 FOR SCHEDULE OF REFERENCE MARKS

SURVEYOR	PLAN OF			
Name: RAZAK ALBERT ALHASSAN Craig & Rhodes Date: 24/07/2023 Reference: 1786.3 - ST3.1	SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	LGA: CAMPBELLTOWN Locality: MENANGLE PARK Reduction Ratio: 1: 400 Lengths are in metres	Registered 08/12/2023	DP1293392

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:15 of 23
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CAD REF: G:\Acquired\Cli\Projects\Legacy\1786\3 Stage 3 South\Survey\Plans\Plan_86\1786.86.ST3.1.520(1)-1-G.A.-P.S.

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2
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PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 8 sheet(s)

Office Use Only

Registered: 08/12/2023

Title System: TORRENS

Office Use Only

DP1293392

PLAN OF

SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274

LGA: CAMPBELLTOWN

Locality: MENANGLE PARK

Parish: MENANGLE

County: CUMBERLAND

Survey Certificate

I, RAZAK ALBERT ALHASSAN

of CRAIG & RHODES PTY LTD

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on ....., or~~

*(b) The part of the land shown in the plan(*being/*excluding **.....(EXCLUDING LOT 3000).....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, 24/07/2023 the part not surveyed was compiled in accordance with that Regulation, or

~~*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.~~

Datum Line: 'A' - 'B'

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous~~

Signature: ..... Dated: 24/07/2023

Surveyor Identification No: 9002

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, Karl Okorn

*~~Authorised Person~~/*General Manager/*~~Registered Certifier~~, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Electronic signature of me, Karl Okorn affixed by me, on 01/12/2023

~~Registration number~~: .....

Consent Authority: Campbelltown City Council

Date of endorsement: 01/12/2023

Subdivision Certificate number: 51/2023/SUBC

File number: 4057/2018/DA-SW

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

D.P.249393
D.P.1283363
D.P.1285744
D.P.1294455

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

SEE SHEET 2

Surveyor's Reference: 1786.3 - ST3.1

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

CAD REF: G:\Assignment\CERT\Project\Legacy\1786-3 Stage 3 South\Survey\Plans\Plan_1786V10.dgn 5/12/2023 12:20 PM - GA - PS

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 8 sheet(s)

Office Use Only

Registered: 08/12/2023

Office Use Only

DP1293392

PLAN OF

SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274

Subdivision Certificate number: 51/2023/SUBC

Date of Endorsement: 01/12/2023

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

IT IS INTENDED TO DEDICATE TO THE PUBLIC:

1. DULCIFY STREET (14.8 WIDE)
2. GUNSYND STREET (14.8 WIDE)
3. SEBRING STREET (14.8 WIDE)
4. PIERRO STREET (14.8 WIDE)
5. SAINTLY STREET (14.8 WIDE)
6. SUBZERO CRESCENT (14.8 WIDE)
7. POSEIDON STREET (14.8 WIDE)
8. BLETCHINGLY STREET (14.8 WIDE)
9. DORIEMUS AVENUE (20.4 WIDE & VARIABLE) EXTENSION
10. DANEHILL AVENUE (21.4 WIDE & VARIABLE)

AS PUBLIC ROAD

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E)
4. RESTRICTION ON THE USE OF LAND (F)
5. RESTRICTION ON THE USE OF LAND (G)
6. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (H)
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (Q)
16. EASEMENT FOR ACCESS & SERVICES 6 WIDE (R)
17. EASEMENT FOR ACCESS & SERVICES 6 WIDE (S)
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND
20. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (Y)
21. EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE (W)
22. EASEMENT TO DRAIN WATER WHOLE OF LOT (X)
23. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (U)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1786.3 - ST3.1

CAD REF: G:\Acquired\CR\Projects\Legacy\1786-3 Stage 3 South\Survey\Plans\Plan_888\1786.3G ST3.1 S2A [1]i - G.A. - P.S

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 8 sheet(s)

Office Use Only

Registered: 08/12/2023

Office Use Only

DP1293392

PLAN OF

SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274

Subdivision Certificate number: 51/2023/SUBC

Date of Endorsement: 01/12/2023

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
2980	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2981	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2983	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2984	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2985	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2986	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2987	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2988	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2989	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2990	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2991	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2992	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2993	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2994	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2995	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2996	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2997	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2998	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
2999	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
3000	STREET ADDRESS NOT AVAILABLE			MENANGLE PARK
3001	91	DORIEMUS	AVENUE	MENANGLE PARK
3002	89	DORIEMUS	AVENUE	MENANGLE PARK
3003	87	DORIEMUS	AVENUE	MENANGLE PARK
3004	85	DORIEMUS	AVENUE	MENANGLE PARK
3005	83	DORIEMUS	AVENUE	MENANGLE PARK
3006	81	DORIEMUS	AVENUE	MENANGLE PARK
3007	79	DORIEMUS	AVENUE	MENANGLE PARK
3008	77	DORIEMUS	AVENUE	MENANGLE PARK
3009	75	DORIEMUS	AVENUE	MENANGLE PARK
3010	73	DORIEMUS	AVENUE	MENANGLE PARK
3011	71	DORIEMUS	AVENUE	MENANGLE PARK
3012	69	DORIEMUS	AVENUE	MENANGLE PARK
3013	67	DORIEMUS	AVENUE	MENANGLE PARK
3014	65	DORIEMUS	AVENUE	MENANGLE PARK
3015	63	DORIEMUS	AVENUE	MENANGLE PARK
3016	61	DORIEMUS	AVENUE	MENANGLE PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1786.3 - ST3.1

CAD REF: G:\Acquirech\CRYProjects\Legacy\1786-3 Stage 3 South\Survey\Plans\Plan_DDB\1786.3G ST3.1 S20 [11] - G.A. - P.S.

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 8 sheet(s)

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Registered: 08/12/2023

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PLAN OF

SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274

Subdivision Certificate number: 51/2023/SUBC

Date of Endorsement: 01/12/2023

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3017	59	DORIEMUS	AVENUE	MENANGLE PARK
3018	57	DORIEMUS	AVENUE	MENANGLE PARK
3019	55	DORIEMUS	AVENUE	MENANGLE PARK
3020	53	DORIEMUS	AVENUE	MENANGLE PARK
3021	4	PIERRO	STREET	MENANGLE PARK
3022	6	PIERRO	STREET	MENANGLE PARK
3023	8	PIERRO	STREET	MENANGLE PARK
3024	10	PIERRO	STREET	MENANGLE PARK
3025	12	PIERRO	STREET	MENANGLE PARK
3026	14	PIERRO	STREET	MENANGLE PARK
3027	16	PIERRO	STREET	MENANGLE PARK
3028	18	PIERRO	STREET	MENANGLE PARK
3029	20	PIERRO	STREET	MENANGLE PARK
3030	22	PIERRO	STREET	MENANGLE PARK
3031	24	PIERRO	STREET	MENANGLE PARK
3032	25	PIERRO	STREET	MENANGLE PARK
3033	23	PIERRO	STREET	MENANGLE PARK
3034	21	PIERRO	STREET	MENANGLE PARK
3035	19	PIERRO	STREET	MENANGLE PARK
3036	17	PIERRO	STREET	MENANGLE PARK
3037	15	PIERRO	STREET	MENANGLE PARK
3038	13	PIERRO	STREET	MENANGLE PARK
3039	11	PIERRO	STREET	MENANGLE PARK
3040	9	PIERRO	STREET	MENANGLE PARK
3041	7	PIERRO	STREET	MENANGLE PARK
3042	5	PIERRO	STREET	MENANGLE PARK
3043	3	PIERRO	STREET	MENANGLE PARK
3044	51	DORIEMUS	AVENUE	MENANGLE PARK
3045	49	DORIEMUS	AVENUE	MENANGLE PARK
3046	47	DORIEMUS	AVENUE	MENANGLE PARK
3047	45	DORIEMUS	AVENUE	MENANGLE PARK
3048	43	DORIEMUS	AVENUE	MENANGLE PARK
3049	4	SAINTLY	STREET	MENANGLE PARK
3050	6	SAINTLY	STREET	MENANGLE PARK
3051	8	SAINTLY	STREET	MENANGLE PARK
3052	10	SAINTLY	STREET	MENANGLE PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1786.3 - ST3.1

CAD REF: G:\Acquired\CR\Projects\Legacy\1786-3 Stage 3 South\Survey\Plans\Plan_88B\1786.3G ST3.1 S20 [1] - G.A. - P.S.

Req:R646537 /Doc:DP 1293392 P /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 8 sheet(s)

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DP1293392

PLAN OF

SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274

Subdivision Certificate number: 51/2023/SUBC

Date of Endorsement: 01/12/2023

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3053	12	SAINTLY	STREET	MENANGLE PARK
3054	14	SAINTLY	STREET	MENANGLE PARK
3055	16	SAINTLY	STREET	MENANGLE PARK
3056	18	SAINTLY	STREET	MENANGLE PARK
3057	20	SAINTLY	STREET	MENANGLE PARK
3058	26	SUBZERO	CRESCENT	MENANGLE PARK
3059	24	SUBZERO	CRESCENT	MENANGLE PARK
3060	22	SUBZERO	CRESCENT	MENANGLE PARK
3061	20	SUBZERO	CRESCENT	MENANGLE PARK
3062	18	SUBZERO	CRESCENT	MENANGLE PARK
3063	16	SUBZERO	CRESCENT	MENANGLE PARK
3064	14	SUBZERO	CRESCENT	MENANGLE PARK
3065	12	SUBZERO	CRESCENT	MENANGLE PARK
3066	10	SUBZERO	CRESCENT	MENANGLE PARK
3067	1	POSEIDON	STREET	MENANGLE PARK
3068	3	POSEIDON	STREET	MENANGLE PARK
3069	5	POSEIDON	STREET	MENANGLE PARK
3070	7	POSEIDON	STREET	MENANGLE PARK
3071	9	POSEIDON	STREET	MENANGLE PARK
3072	11	POSEIDON	STREET	MENANGLE PARK
3073	13	POSEIDON	STREET	MENANGLE PARK
3074	15	POSEIDON	STREET	MENANGLE PARK
3075	17	POSEIDON	STREET	MENANGLE PARK
3076	24	POSEIDON	STREET	MENANGLE PARK
3077	19	BLETCHINGLY	STREET	MENANGLE PARK
3078	17	BLETCHINGLY	STREET	MENANGLE PARK
3079	15	BLETCHINGLY	STREET	MENANGLE PARK
3080	13	BLETCHINGLY	STREET	MENANGLE PARK
3081	11	BLETCHINGLY	STREET	MENANGLE PARK
3082	9	BLETCHINGLY	STREET	MENANGLE PARK
3083	7	BLETCHINGLY	STREET	MENANGLE PARK
3084	5	BLETCHINGLY	STREET	MENANGLE PARK
3085	3	BLETCHINGLY	STREET	MENANGLE PARK
3086	17	DORIEMUS	AVENUE	MENANGLE PARK
3087	15	DORIEMUS	AVENUE	MENANGLE PARK
3088	13	DORIEMUS	AVENUE	MENANGLE PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1786.3 - ST3.1

CAD REF: G:\Acquired\CBV Projects\Legacy\1786-3 Stage 3 South\Survey\Plans\Plan_88B\1786.3S ST3.1 S20 11l - G.A. - P.S.

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 8 sheet(s)

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Registered: 08/12/2023

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DP1293392

PLAN OF

SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274

Subdivision Certificate number: 51/2023/SUBC

Date of Endorsement: 01/12/2023

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3089	11	DORIEMUS	AVENUE	MENANGLE PARK
3090	9	DORIEMUS	AVENUE	MENANGLE PARK
3091	4	SUBZERO	CRESCENT	MENANGLE PARK
3092	6	SUBZERO	CRESCENT	MENANGLE PARK
3093	4	POSEIDON	STREET	MENANGLE PARK
3094	6	POSEIDON	STREET	MENANGLE PARK
3095	8	POSEIDON	STREET	MENANGLE PARK
3096	10	POSEIDON	STREET	MENANGLE PARK
3097	12	POSEIDON	STREET	MENANGLE PARK
3098	14	POSEIDON	STREET	MENANGLE PARK
3099	16	POSEIDON	STREET	MENANGLE PARK
3100	18	POSEIDON	STREET	MENANGLE PARK
3101	20	POSEIDON	STREET	MENANGLE PARK
3102	22	POSEIDON	STREET	MENANGLE PARK
3103	11	SAINTLY	STREET	MENANGLE PARK
3104	9	SAINTLY	STREET	MENANGLE PARK
3105	7	SAINTLY	STREET	MENANGLE PARK
3106	5	SAINTLY	STREET	MENANGLE PARK
3107	3	SAINTLY	STREET	MENANGLE PARK
3108	41	DORIEMUS	AVENUE	MENANGLE PARK
3109	39	DORIEMUS	AVENUE	MENANGLE PARK
3110	37	DORIEMUS	AVENUE	MENANGLE PARK
3111	35	DORIEMUS	AVENUE	MENANGLE PARK
3112	33	DORIEMUS	AVENUE	MENANGLE PARK
3113	31	DORIEMUS	AVENUE	MENANGLE PARK
3114	29	DORIEMUS	AVENUE	MENANGLE PARK
3115	27	DORIEMUS	AVENUE	MENANGLE PARK
3116	25	DORIEMUS	AVENUE	MENANGLE PARK
3117	23	DORIEMUS	AVENUE	MENANGLE PARK
3118	21	DORIEMUS	AVENUE	MENANGLE PARK
3119	19	DORIEMUS	AVENUE	MENANGLE PARK
3120	4	BLETCHINGLY	STREET	MENANGLE PARK
3121	6	BLETCHINGLY	STREET	MENANGLE PARK
3122	8	BLETCHINGLY	STREET	MENANGLE PARK
3123	10	BLETCHINGLY	STREET	MENANGLE PARK
3124	12	BLETCHINGLY	STREET	MENANGLE PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1786.3 - ST3.1

LAU Plt:: G:\Acquired\LA\Projects\Legacy\1786-3 Stage 3 South\Survey\Plans\Plan 88B\1786.3G S1 31 S20 [1N] - G.A. - P.S.

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 8 sheet(s)

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Registered: 08/12/2023

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DP1293392

PLAN OF

SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274

Subdivision Certificate number: 51/2023/SUBC

Date of Endorsement: 01/12/2023

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed for and on behalf of **Dahua Group Sydney Project 2 Pty Ltd ACN 606 391 235** by its attorney under a power of attorney dated .....
and registered Book 4787 No. 70 in the presence of:

Signature of witness

Mary Harris

Full name of witness

10/2 Phillip Law St
Canberra ACT 2601.

Address of witness

Signature of attorney

Alfonso del Rio

Full name of attorney

Signed for and on behalf of ***Australia and New Zealand Banking Group Limited*** by its attorney under a power of attorney

dated 18 November 2002 registered in NSW

Book 4376 No. 410 in the presence of:

Signature of witness

Joshua Alley

Full name of witness

142 Pitt St Sydney NSW

Address of witness

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

Callum Dillon

Full name of attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1786.3 - ST3.1

CAD REF: G:\Acquired\CR\Projects\Legacy\1786-3 Stage 3 South\Survey\Plans\Plan 88B\1786.3G ST3.1 S20 [1]1 - G.A. - P.S.

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PLAN FORM 6A (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 8 of 8 sheet(s)

Registered: 08/12/2023 (Office Use Only)	Office Use Only
PLAN OF SUBDIVISION OF LOTS 4, 5 & 6 IN D.P.1283363, LOT 99 IN D.P.1294455 & LOT 1 IN D.P.249393 & EASEMENT OVER LOT 44 IN D.P.1299204 & EASEMENT OVER LOT 1257 IN D.P.1269274	DP1293392
Subdivision Certificate number: 51/2023/SUBC Date of Endorsement: 01/12/2023	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) *SSI Regulation 2017* • Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919* • Signatures and seals- see 195D *Conveyancing Act 1919* • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed for and on behalf of **Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 922** by its attorney under a power of attorney dated 12 May 2021 and registered Book 4787 No. 72 in the presence of:

Signature of witness

Mary Harris

Full name of witness

10/2 Phillip Law St
Canberra ACT 2601.

Address of witness

Signature of attorney

Alfonso del Rio

Full name of attorney

Signed for and on behalf of ***Australia and New Zealand Banking Group Limited*** by its attorney under a power of attorney

dated 18 November 2002 registered in NSW Book 4376 No. 410 in the presence of:

Signature of witness

Joshua Oley

Full name of witness

242 Pitt St, Sydney NSW

Address of witness

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

Callum Dillon

Full name of attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1786.3 - ST3.1

CAD REF: G:\Acquired\CR\Projects\Legacy\1786-3 Stage 3 South\Survey\Plans\Plan_88B\1786.3S ST3.1 S20 [1i] - G.A. - P.S.

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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Plan: **DP1293392**

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

Full Name and address of Proprietor of land:	DAHUA Group Sydney Project 2 Pty Ltd ABN 80 606 391 235 DAHUA Group Sydney Project 3 Pty Ltd ABN 49 606 391 922 Suite 2, Level 20, 201-217 Elizabeth Street SYDNEY NSW 2000

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Access & Maintenance 0.9 wide (A)	2995 3001 3002 3003 3004 3005 3006 3007 3008 3009 3010 3011 3012 3013 3014 3015 3016 3017 3018 3019	3032, 3033 and 3034 2998 2998 2998 2998 2998 2998 2998 2998 2998 2998 2998 2998 2998 and 2999 2999 2999 2999 2999 2999 and 3021 3021

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 13: 28/11/2023

~~General Manager~~ / Authorised Officer

Electronic signature of me, Karl Okorn affixed by me, on 1/12/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Access & Maintenance 0.9 wide (A)	3020	3021
		3021	2999
		3022	2999
		3023	2999 and 3024
		3024	2999
		3025	2999 and 3026
		3026	2999
		3027	2999 and 3028
		3028	2999
		3029	2999
		3030	2999 and 3031
		3031	2999
		3044	3043
		3045	3043
		3046	3049
		3047	3049
		3048	3049
		3053	3039
		3054	3038
		3055	3037
		3056	3036
		3057	3035
		3058	2996
		3067	3066
		3068	3065
		3069	3064
		3070	3063
		3071	3062
		3072	3061
		3073	3060
		3074	3059
		3075	2996 and 3058

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 13: 28/11/2023

~~General Manager~~ / Authorised Officer

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement to Drain Water 1.5 wide (B)	3008	2998
		3009	2998 and 3008
		3010	2998, 3008 and 3009
		3013	2998
		3014	2998 and 3013
		3015	2998, 3013 and 3014
		3018	2999
		3019	2999 and 3018
		3020	2999, 3018 and 3019
		3033	3032
		3034	3032 and 3033
		3035	3032, 3033 and 3034
		3036	3032, 3033, 3034 and 3035
		3037	3032, 3033, 3034, 3035 and 3036
		3038	3032, 3033, 3034, 3035, 3036 and 3037
		3039	3032, 3033, 3034, 3035, 3036, 3037 and 3038
		3040	3032, 3033, 3034, 3035, 3036, 3037, 3038 and 3039
		3041	3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039 and 3040
		3042	3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040 and 3041
		3043	3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041 and 3042
		3045	3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042 and 3043
		3046	3032, 3033, 3034, 3035,

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 13: 28/11/2023

~~General Manager~~ / Authorised Officer

Electronic signature of me, Karl Okorn affixed by me, on 1/12/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement to Drain Water 1.5 wide (B)	3047	3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043 and 3045
		3048	3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3045 and 3046
		3058	3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3045, 3046 and 3047
		3059	2996
		3060	2996 and 3058
		3061	2996, 3058 and 3059
		3062	2996, 3058, 3059 and 3060
		3063	2996, 3058, 3059, 3060 and 3061
		3064	2996, 3058, 3059, 3060, 3061 and 3062
		3065	2996, 3058, 3059, 3060, 3061, 3062 and 3063
		3066	2996, 3058, 3059, 3060, 3061, 3062, 3063, 3064 and 3065
3.	Easement for Padmount Substation 2.75 wide (E)	3108	Epsilon Distribution Ministerial Holding Corporation
4.	Restriction on the Use of Land (F)	Part of Lot 3107 and Part of 3108 designated 'F'	Epsilon Distribution Ministerial Holding Corporation
5.	Restriction on the Use of Land (G)	Part of Lot 3107 and Part of Lot 3108 designated 'G'	Epsilon Distribution Ministerial Holding Corporation

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Revision 13: 28/11/2023

~~General Manager~~ / Authorised Officer

Electronic signature of me, Karl Okorn affixed by me, on 1/12/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
6.	Easement for Access & Maintenance 0.9 wide (H)	3003 3004 3005 3008 3009 3010 3013 3014 3015 3018 3019 3020 3046 3047 3048 3088 3089 3090 3107 3108 3109 3110 3111 3119	3002 3003 3004 3007 3008 3009 3012 3013 3014 3017 3018 3019 3045 3046 3047 3087 3088 and 3091 3091 3106 3107 3107 3107 and 3109 3107 and 3110 3118
6.	Easement for Access & Maintenance 0.9 wide (H)		
7.	Restriction on the Use of Land	3001-3124 inclusive	Campbelltown City Council
8.	Restriction on the Use of Land	3001-3009 3011-3020 3032-3034 3041-3054 3057-3124	Campbelltown City Council
9.	Restriction on the Use of Land	3001-3124 inclusive	Campbelltown City Council
10.	Restriction on the Use of Land	3001-3124 inclusive	Campbelltown City Council

APPROVED BY CAMPBELLTOWN CITY COUNCIL

Revision 13: 28/11/2023

.....

~~General Manager~~ / Authorised Officer

Electronic signature of me, Karl Okorn affixed by me, on 1/12/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
11.	Restriction on the Use of Land	2981-3000 inclusive	Campbelltown City Council
12.	Restriction on the Use of Land	3001-3124 inclusive	Every other Lot 3001-3124 inclusive
13.	Restriction on the Use of Land	Every Lot except Lots 3054-3076 inclusive and 3090-3102 inclusive	Every other Lot 3001-3124 inclusive
14.	Restriction on the Use of Land	3001-3124 inclusive	Every other Lot 3001-3124 inclusive
15.	Easement for Overhead Power lines 9 wide (Q)	2985 & 2994	Epsilon Distribution Ministerial Holding Corporation
16.	Easement for Access & Services 6 wide (R)	2984, 2985 ,2986, 2993, & 44 DP 1299204	Sydney water Corporation
17.	Easement for Access & Services 6 wide (S)	2984, 2986 ,2993, & 44 DP 1299204 & 1257 DP 1269274	Sydney water Corporation
18.	Restriction on the Use of Land	3001-3124 inclusive	Campbelltown City Council
19.	Restriction on the Use of Land	3001-3124 inclusive	Campbelltown City Council
20.	Right of Carriageway Variable width (Y)	2980 & 2987	Campbelltown City Council
21.	Easement to Drain Water 3 wide & Variable (W)	2980 & 2987	Campbelltown City Council
22.	Easement to Drain Water Whole of Lot (X)	2988, 2989, 2990 & 2991	Campbelltown City Council
23.	Right of Carriageway Variable width (U)	2994	Campbelltown City Council

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Revision 13: 28/11/2023

~~General Manager~~ / Authorised Officer

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

The owner of the lot benefited may:

(a) with prior reasonable notice given to the owner of the lot burdened or occupier of a lot burdened use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance of any structure belonging to the owner of the lot benefited which cannot otherwise reasonably be carried out; and
(b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
(c) do anything reasonably necessary for those purposes, including:
- entering the lot burdened;
- taking anything on to the lot burdened; and
- carrying out works within the site of the easement.

In exercising these powers, the owner of the lot benefited must:
(a) ensure all the work is done properly;
(b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
(c) cause as little damage as is practicable to the lot burdened and any improvements on it;
(d) restore the lot burdened as nearly as practicable to its former condition; and
(e) make good any collateral damage.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 1 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

Easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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Revision 13: 28/11/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 2 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

The terms set out in Section 1 of Memorandum No AR578978 are incorporated into this document.

Name of Authority whose consent is required to release vary or modify easement numbered 3 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

The terms set out in Section 8 of Memorandum No AR578978 are incorporated into this document.

Name of Authority whose consent is required to release vary or modify restriction numbered 4 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

The terms set out in Section 9 of Memorandum No AR578978 are incorporated into this document.

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Revision 13: 28/11/2023

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~~General Manager~~ / Authorised Officer

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Lengths are in Metres

Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

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Name of Authority whose consent is required to release vary or modify restriction numbered 5 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

The owner of the lot benefited may:

(a) with prior reasonable notice given to the owner of the lot burdened or occupier of a lot burdened use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance of any structure belonging to the owner of the lot benefited which cannot otherwise reasonably be carried out; and

(b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and

(c) do anything reasonably necessary for those purposes, including:
- entering the lot burdened;
- taking anything on to the lot burdened; and
- carrying out works within the site of the easement.

In exercising these powers, the owner of the lot benefited must:

(a) ensure all the work is done properly;

(b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;

(c) cause as little damage as is practicable to the lot burdened and any improvements on it;

(d) restore the lot burdened as nearly as practicable to its former condition; and

(e) make good any collateral damage.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 6 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

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Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

No building shall be erected or remain on the land hereby burdened unless it has been designed in accordance with the measures and controls contained within the Noise Impact Assessment Report prepared by TTM Reference 18SYA0063 R01 dated 02 November 2018.

Name of Authority whose consent is required to release vary or modify the terms of the restriction numbered 7 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footing/foundations have been designed by a practising qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by the Council.

Name of Authority whose consent is required to release vary or modify the terms of the restriction numbered 8 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No building shall be erected or shall be allowed to remain on the lots burdened unless the floor level of any habitable room is constructed not less than 300mm above the finished ground levels adjacent to those floor levels.

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Revision 13: 28/11/2023

.....
~~General Manager~~ / Authorised Officer
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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

Name of Authority whose consent is required to release vary or modify the terms of the restriction numbered 9 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

No building shall be erected or remain on the land hereby burdened unless it has been designed in accordance with the measures and controls contained within the Bushfire Attack Level (BAL) Plan titled 'Eco Logical Australia April 2021 Bushfire Protection Assessment – Subdivision – Menangle Park Stage 3' prepared for Dahua Group Sydney Project 3 Pty Ltd, dated 14-04-2021.

Name of Authority whose consent is required to release vary or modify the terms of the restriction numbered 10 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

No further development of the Lot Burdened is to take place unless it is approved by Development Consent.

Name of Authority whose consent is required to release vary or modify the terms of the restriction numbered 11 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

1. Restriction
   For so long as this Restriction on the Use of Land applies, the lots hereby burdened must comply with design and construction requirements in or substantially in the form of the 'Design Guidelines' version 2 dated June 2023 and which are available from The Menangle Park Sales Centre, 160 Menangle Road, Menangle Park NSW 2563.

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

2. The design is to be submitted to Dahua Group Sydney Project 3 Pty Ltd (**Dahua 3**) for approval (**Design**) prior to any construction works being carried out.

3. The registered proprietor of the lot hereby burdened must comply with any comments or directions given by Dahua 3 in relation to the Design and resubmit an amended application for approval until the Design is approved by Dahua 3 **(Approved Design)**.

4. The Approved Design:

   (a) may be submitted to Campbelltown City Council (**Council**) or to a Private Certifier on receipt of approval from Dahua 3; and

   (b) must not be altered without the approval of Dahua 3 if the alterations would be inconsistent with the Design Guidelines.

5. The registered proprietor of the lot hereby burdened must not carry out any construction works which are inconsistent with the Approved Design.

6. This Restriction on the Use of Land ceases to apply and is released on the date which is 4 years after the date of registration of the plan.

Name of Party empowered to release vary or modify the terms of the restriction numbered 12 in the plan is Dahua Group Sydney Project 3 Pty Ltd for so long as it is the registered proprietor of any lot benefited by this restriction (or any land into which such benefited lots are subdivided), and thereafter, each subsequent registered proprietor of each lot benefited by this restriction.

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

For so long as this Restriction on the Use of Land applies, the lots hereby burdened must not be used as a display home or showcase home.

For the purposes of this clause a display home or showcase home means a dwelling which is available or intended to be available for viewing by members of the public (whether generally or by appointment) for the purpose of:

(a) displaying other homes available for purchase from; or

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Revision 13: 28/11/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

(b) or dwellings able to be constructed by a builder whether or not that builder is related to the owner of the lot.

The Restriction on the Use of Land ceases to apply and is released on the date which is 5 years after the date of registration of the plan.

Name of Party empowered to release vary or modify the terms of the restriction numbered 13 in the plan is Dahua Group Sydney Project 3 Pty Ltd for so long as it is the registered proprietor of any lot benefited by this restriction (or any land into which such benefited lots are subdivided), and thereafter, each subsequent registered proprietor of each lot benefited by this restriction.

Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

No dividing fence shall be erected on the lot burdened unless it is erected without expense of Dahua, its successors and assigns other than purchasers on sale.

Name of Authority empowered to release vary or modify the terms of the covenant numbered 14 in the plan is Dahua Group Sydney Project 3 Pty Ltd ABN 49 606 391 922 whilst ever it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time, Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

The terms set out in Section 3 of Memorandum No AR578978 are incorporated into this document.

Name of Authority whose consent is required to release vary or modify restriction numbered 15 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

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Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan.

An Easement for Access and Services Purposes in the terms set out in Registered Memorandum AE292282A are incorporated into this document.

The Easement for Access and Services Purposes numbered 16 in the plan extinguish without further assurance upon the dedication of those parts of Lot 44 DP1299204, Lot 2993 DP 1293392, Lot 2984 DP 1293392, which are affected by the Easement for Access and Services Purposes as a public road under the Roads Act 1993.

Name of Authority whose consent is required to release vary or modify restriction numbered 16 in the plan is Sydney Water Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan.

An Easement for Access and Services Purposes in the terms set out in Registered Memorandum AE292282A are incorporated into this document.

The Easement for Access and Services Purposes numbered 16 in the plan extinguish without further assurance upon the dedication of those parts of Lot 44 DP1299204, Lot 2993 DP 1293392, Lot 2984 DP 1293392 which are affected by the Easement for Access and Services Purposes as a public road under the Roads Act 1993.

Name of Authority whose consent is required to release vary or modify restriction numbered 17 in the plan is Sydney Water Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 18 in the plan.

Development Consent shall not be issued for any structure, on the site, where civil works, structural support or ancillary work including retaining walls associated with the development have not been included in the application or not have prior approval from Campbelltown City Council.

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Revision 13: 28/11/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

Name of Authority empowered to release vary or modify the terms of the covenant numbered 18 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 19 in the plan.

No development shall be carried out on the lot hereby burdened unless in accordance with:

(a) the specified Building Envelope Plan dated 12/05/022, Revision E, by Hatch | Roberts Day determined in accordance with Edmonson Park South Development Control Plan November 2012; or

(b) the building envelope determined in accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 19 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 20 in the plan.

A Right of Carriageway in the terms of Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 20 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Revision 13: 28/11/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

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Terms of easement, profit à prendre, restriction or positive covenant numbered 21 in the plan.

An Easement to Drain Water as set out in Part 3 of Schedule 4A of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 21 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 22 in the plan.

An Easement to Drain Water as set out in Part 3 of Schedule 4A of the Conveyancing Act 1919 (as amended) is created.

Full and free right for the body in whose favour this easement is created, and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

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Revision 13: 28/11/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

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Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 22 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 23 in the plan.

A Right of Carriageway in the terms of Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended) is created.

The Right of Carriageway numbered 23 in the plan extinguish without further assurance upon the dedication of the part of Lot 2994 DP1293392, which is affected by the Right of Carriageway as a public road under the Roads Act 1993.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 23 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Revision 13: 28/11/2023

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

Execution:

Executed for and on behalf of **Dahua Group Sydney Project 2 Pty Ltd ACN 606 391 235** by its attorney under a power of attorney dated and registered Book 4787 No. 70 in the presence of:

.....
Signature of witness

Mary Harris
.....
Full name of witness

10/2 Phillip Law St Canberra ACT 2601.
.....
Address of witness

.....
Signature of attorney

Alfonso del Rio
.....
Full name of attorney

Signed for and on behalf of **Australia and New Zealand Banking Group Limited** by its attorney under a power of attorney dated 18/4/2002 registered in NSW Book 4376 No. 410 in the presence of:

.....
Signature of witness

Joshua Alley
Full name of witness

242 Pitt St, Sydney NSW
Address of witness

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

Callum Dillon
Full name of attorney

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Revision 13: 28/11/2023

.....
~~General Manager~~ / Authorised Officer

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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

Executed for and on behalf of **Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 222** by its attorney under a power of attorney dated and registered Book 4787 No. 72 in the presence of

.....
Signature of witness

Mary Harris
.....
Full name of witness

10/2 Phillip Law St
Canberra ACT 2601.
Address of witness

.....
Signature of attorney

Alfonso del Rio
.....
Full name of attorney

Signed for and on behalf of **Australia and New Zealand Banking Group Limited** by its attorney under a power of attorney dated 18/11/2002 registered in NSW Book 4376 No. 410 in the presence of:

.....
Signature of witness

Joshua Olley
Full name of witness

242 Pitt St, Sydney NSW
Address of witness

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

Callum Dillon
Full name of attorney

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.....
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Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No.

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:

Digitally signed by Natasha Issac
Date: 2023.09.19 15:38:46 +10'00'

Name of witness:

Natasha Issac

Address of witness:
c/-Endeavour Energy
Level 41, 8 Parramatta Square
10 Darcy Street
Parramatta NSW 2150

This document was signed in counterpart and witnessed over audio visual link in accordance with Section 14G of the Electronic Transactions Act 2000.

Signature of attorney:

Digitally signed by Simon Lawton
Date: 2023.09.19 15:36:02 +10'00'

Name and position of attorney:
Simon Lawton
Strategic Property Manager

Power of attorney:
Book 4806 No 961

Signing on behalf of:
Endeavour Energy Network Asset Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS22438

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 13: 28/11/2023

.....
General Manager / Authorised Officer

Req:R646540 /Doc:DP 1293392 B /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:21 of 22
© Office of the Registrar-General /Src:InfoTrack /Ref:80197302

DocuSign Envelope ID: 150C24D4-66D5-4F7A-9C0B-CA00CE197DB2

Lengths are in Metres

Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274 covered by Council's Subdivision Certificate No.

Sydney Water Attestation

Executed by Sydney Water Corporation ABN 49 776 225 038 pursuant to section 50(3)(a) of the interpretation Act 1987 by an authorised delegate:

DocuSigned by:
NGA BUI
D5A5C9A50B874B8...
12-Oct-2023 | 10:16 AEDT
Signature of witness

DocuSigned by:
Simon Fairfax
1730AA4754E4494...
12-Oct-2023 | 9:48 AEDT
Signature of authorised delegate

NGA BUI
Full name of witness

Simon Fairfax
Full name of authorised delegate

1 Smith Street, Parramatta NSW
Address of witness

Property Portfolio Acquisition Man
Title of authorised delegate

12-Oct-2023 | 9:48 AEDT
Date

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 13: 28/11/2023

General Manager / Authorised Officer

Req:R646540 /Doc:DP 1293392 B /Rev:08-Dec-2023 /NSW LRS /Prt:08-Dec-2023 16:02 /Seq:22 of 22
© Office of the Registrar-General /Src:InfoTrack /Ref:80197302

Lengths are in Metres

Plan: DP1293392

Plan of Subdivision of Lots 4, 5 & 6 IN D.P.1283363, Lot 99 IN D.P.1294455 & Lot 1 IN D.P.249393 & Easement Over Lot 44 IN D.P.1299204 & Easement Over Lot 1257 IN D.P.1269274

covered by Council's Subdivision Certificate No. 51/2023/SUBC

Campbelltown City Council by its authorised delegate pursuant to s.~~377~~ 378 Local Government Act 1993:

Karl Okorn

Name of Delegate

Signature of Delegate

Electronic signature of me, Karl Okorn affixed by me, on 1/12/2023

Date of Signature

I certify that I am an eligible witness and that the delegate signed in my presence

Belinda Stapleton

Name of Witness

B. Stapleton

Signature of Witness

01/12/2023

Date of Signature

91 Queen Street, Campbelltown NSW 2560

Address of Witness

APPROVED BY CAMPBELLTOWN CITY COUNCIL

Revision 13: 28/11/2023

~~General Manager~~ / Authorised Officer

Electronic signature of me, Karl Okorn affixed by me, on 01/12/2023

REGISTERED: 08/12/2023

InfoTrack

6759LIN

Plan Drawing only to appear in this space

DP1088766

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

The Common Seal of the Council of the City of Campbelltown was hereto affixed by virtue of a resolution passed by Council on the 24th day of FEBRUARY 2004.

COUNCILLOR

GENERAL MANAGER

Crown Lands Office Approval

PLAN APPROVED _____ Authorised Officer

Land District _____

Paper No. _____

Field Book _____ pages _____

Subdivision Certificate

I certify that the provisions of s109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed _____ set out herein (insert 'subdivision' or 'new road')

_____ †Authorised Person/General Manager/Accredited Certifier

Consent Authority: _____

Date of Endorsement: _____

Accreditation No: _____

Subdivision Certificate No: _____

File No: _____

Note

Where the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General

† Delete whichever is inapplicable

SURVEYOR'S REFERENCE 6759LIN

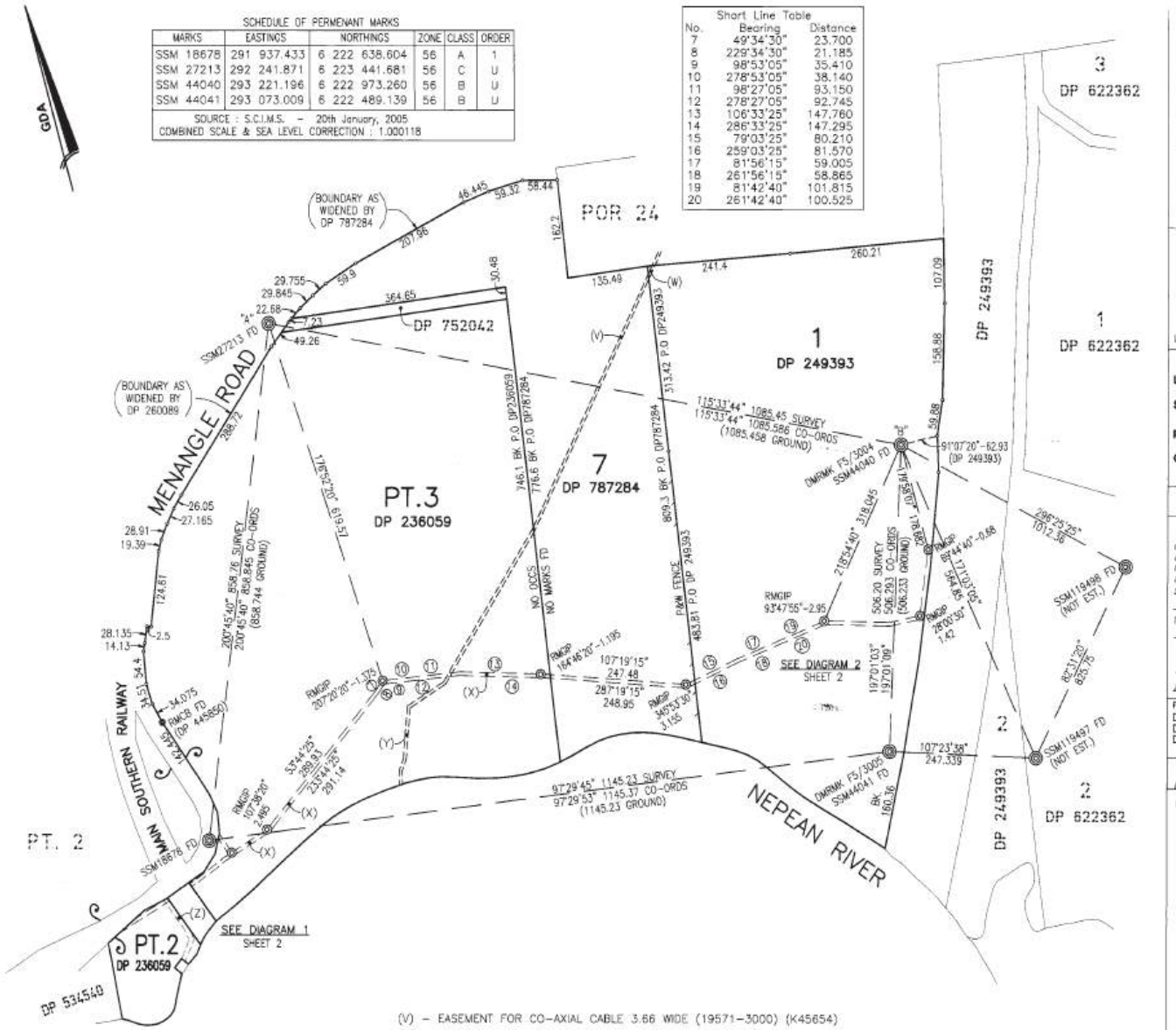
SCHEDULE OF PERMENANT MARKS

MARKS	EASTINGS	NORTHINGS	ZONE	CLASS	ORDER
SSM 18678	291 937.433	6 222 638.604	56	A	1
SSM 27213	292 241.871	6 223 441.681	56	C	U
SSM 44040	293 221.196	6 222 973.260	56	B	U
SSM 44041	293 073.009	6 222 489.139	56	B	U

SOURCE : S.C.I.M.S. – 20th January, 2005
COMBINED SCALE & SEA LEVEL CORRECTION : 1.000118

Short Line Table

No.	Bearing	Distance
7	49°34'30"	23.700
8	229°34'30"	21.185
9	98°53'05"	35.410
10	278°53'05"	38.140
11	98°27'05"	93.150
12	278°27'05"	92.745
13	106°33'25"	147.760
14	286°33'25"	147.295
15	79°03'25"	80.210
16	259°03'25"	81.570
17	81°56'15"	59.005
18	261°56'15"	58.865
19	81°42'40"	101.815
20	261°42'40"	100.525



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

M.P.S.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Registered: 7-11-2005

C.A.: _____

Title System: TORRENS

Purpose: EASEMENT

Ref Map: U7322-8#, U7322-7#

Last Plan: DP249393, DP236059 DP787284

PLAN SHOWING EASEMENT FOR GAS PIPELINE 6 WIDE AND VARIABLE OVER PT. LOT 2 DP 236059, PT LOT 3 DP 236059, LOT 7 DP 787284 AND LOT 1 DP 249393

Lengths are in metres. Reduction Ratio 1:5000

LGA: CAMPBELLTOWN

Suburb/Locality: MENANGLE PARK

Parish: MENANGLE

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

I, DARRYL ROY WARRY of DX26055 PICTON FAX(02)46773155 a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Surveying Regulation, 2001 and was completed on 20th January, 2005

The survey relates to: pipeline easement only

Signature _____

Surveyor registered under Surveying Act 2002

Datum Line "A" : "B"

Plans used in preparation of survey/compilation.
DP 236059, 787284, 249393, 260089
DP 752042, 727098, 634981, 445850
DP 534540

REIN WARRY & CO
CONSULTING & ENGINEERING SURVEYORS AND PROJECT MANAGERS

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-

1. EASEMENT FOR GAS PIPELINE 6 WIDE AND VARIABLE

Req:R776305 /Doc:DP 1088766 P /Rev:09-Nov-2005 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:36 /Seq:1 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

PLAN FORM 2

Req:R776305 /Doc:DP 1088766 P /Rev:09-Nov-2005 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:36 /Seq:2 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

Plan Drawing only to appear in this space

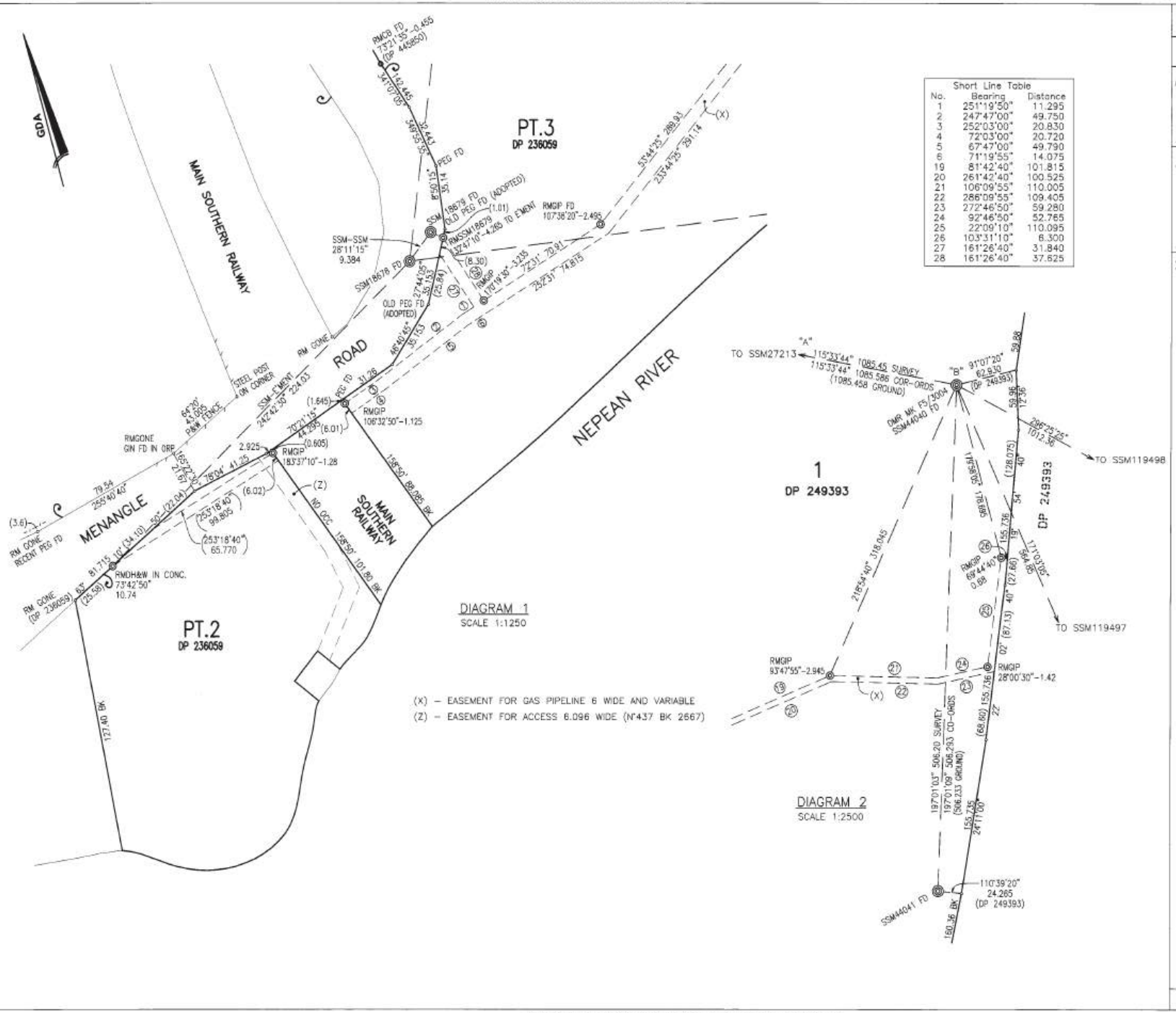


DIAGRAM 1
SCALE 1:1250

DIAGRAM 2
SCALE 1:2500

Short Line Table		
No.	Bearing	Distance
1	251°19'50"	11.295
2	247°47'00"	49.750
3	252°03'00"	20.830
4	72°03'00"	20.720
5	67°47'00"	49.790
6	71°19'55"	14.075
19	81°42'40"	101.815
20	261°42'40"	100.525
21	106°09'55"	110.005
22	286°09'55"	109.405
23	272°46'50"	59.280
24	92°46'50"	52.765
25	22°09'10"	110.095
26	103°31'10"	6.300
27	161°26'40"	31.840
28	161°26'40"	37.625

DP1088766

Registered: 9-11-2005

This is sheet 2 of my plan in 2 sheets.
Dated 20th January, 2005

Surveyor registered under Surveying Act 2002

This is sheet 2 of my plan in 2 sheets, covered by my certificate No.

Council Clerk

For use where space is insufficient in any panel on plan form 2

Lengths are in metres. Reduction Ratio 1:2500

SURVEYOR'S REFERENCE 6759LIN

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R776307 /Doc:DP 1088766 B /Rev:09-Nov-2005 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:36 /Seq:1 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

DP1088766

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **Plan of** **covered by Subdivision Certificate No.**

Full name and address of the owner of the land: Campbelltown City Council
Corner Queen and Broughton Street
CAMPBELLTOWN NSW 2560

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots
1	Easement for Gas Pipeline 6 wide and variable	Pt Lot 2 in DP 236059 Pt Lot 3 in DP 236059 Lot 7 in DP 787284 Lot 1 in DP 249393	~~Lot 351 in DP 1060780~~ Lot 35 in DP 230946

Part 2 (Terms)

1. Every person who is at any time entitled to an estate or interest in possession to the lot benefited (**"Beneficiary"**):

   (a) may flow or pass gas in pipes through each lot burdened, but only within the site of this easement;

   (b) may flow or pass water in pipes through lots 2 and 3 in Deposited Plan 236059 but only within the site of this easement on these 2 lots and store that water temporarily in a water storage tank, but only within the site of this easement on lot 2 in Deposited Plan 236059;

   (c) must at its own expense keep the pipes, water tank and ancillary equipment in a good state of repair; and

   (d) may do anything reasonably necessary for that purpose including:

      (i) entering the lot burdened at such entry point as shall be both practical for the purpose and as nominated by the owner of the lot burdened from time to time; and

      (ii) taking anything on to such part of the lot burdened as is both practical and nominated by the owner of the lot burdened as a carriageway for access to and egress from the site of this easement; and

      (iii) carrying out work, such as constructing, placing, replacing, resiting, repairing or maintaining pipes, the water tank and ancillary equipment; and

Req:R776307 /Doc:DP 1088766 B /Rev:09-Nov-2005 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:36 /Seq:2 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **Plan of** **covered by Subdivision Certificate No.**

(iv) clearing or cutting trees and other vegetation from or overhanging the site of this easement.

2. In exercising those powers, the Beneficiary must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

(d) restore and rehabilitate the site of this easement to, as nearly as is practicable, its former condition including, but not limited to, the removal of the pipes, water tank and ancillary equipment within sixty (60) days of the date this easement shall cease to be of any effect; and

(e) make good any collateral damage.

3. The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the pipes, the water tank or ancillary equipment or the gas or water in the pipes, including

(a) reducing the existing surface levels such that the installed pipeline depth does not comply with necessary pipeline regulations or any rules, by-laws, ordinances regulating the operation of a gas pipeline and associated amenities; and

(b) altering the nature of or interfering with the material over and immediately adjacent above or to the side of the pipes and ancillary equipment; and

(c) constructing, placing or allowing to stand any building, other structure, plant, equipment or vehicle over or immediately adjacent above or to the side of the pipes and ancillary equipment.

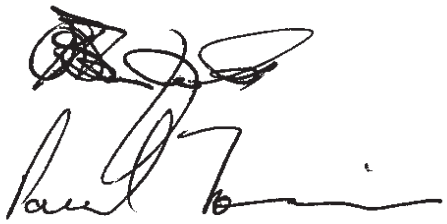
4. (a) As between the owner of the lot burdened and the Beneficiary, title to the pipes, the water tank and ancillary equipment is held by the Beneficiary and the Beneficiary's use of this easement is at the Beneficiary's risk.

(b) The Beneficiary indemnifies the owner of the lot burdened against any damage, expense, loss or liability suffered or incurred by the owner of the lot burdened caused or to the extent contributed to by the Beneficiary's use of the pipes, the water tank and ancillary equipment including:

(i) damage to any real or personal property (other than the pipes and ancillary equipment); and

(ii) injury to or death of any person,

arising out of or in connection with the Beneficiary's use of the pipes, the water tank and equipment except if it is caused by the wilful or negligent act or omission of the owner of the lot burdened;



Req:R776307 /Doc:DP 1088766 B /Rev:09-Nov-2005 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:36 /Seq:3 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **Plan of** **covered by Subdivision Certificate No.**

(c) The Beneficiary must cause to be effected and maintained insurance:

(i) which covers liability to the public (including to the owner of the lot burdened to the extent referred to in paragraph 4(b) of this easement) in respect of:

A. damage to any real or personal property (other than the pipes and ancillary equipment); and

B. injury to or death of any person,

arising out of or in connection with the use of the pipes, the water tank and ancillary equipment;

(ii) which covers third party property damage related to the use of the pipes, the water tank and ancillary equipment; and

(iii) the public liability policy will be for an amount of not less than $20,000,000.

5. This easement shall cease to be of any effect upon:

(a) the later to occur of the expiry or other termination of the leases registered numbers AB380544, AB380545, AB380546 and AB380547 and the expiry or other termination of any lease/s which may hereafter be granted in substitution for such lease/s or in continuation of the terms thereby demised; or

(b) the prior written notification by the Beneficiary to the owner of the lot burdened that it intends to surrender this easement because it has no further use for the pipes and intends to abandon the pipes, and

upon the happening of the relevant event, the Registrar General shall be authorised to cancel any notification in the Register relating to this easement.

6. The Beneficiary must comply with any final order or requisition of the Department of Primary Industries (Mineral Resources Division) in respect to the plugging, abandonment and/or removal of the pipes, the water tank and ancillary equipment issued against it upon the cessation of this easement. Title to pipes, the water tank and ancillary equipment lawfully left in the lot burdened, if any, will pass to the owner of the lot burdened upon the cessation of this easement. The Beneficiary shall have the powers referred to in paragraphs 1(d)(i), (ii) and (iii) of this easement to comply with any final order or requisition and in exercising those powers must comply with the provisions of paragraphs 2(a), (b), (c), (d) and (e) of this easement.

Name of person empowered to release, vary or modify restriction or positive covenant numbered "1" in the plan:

The owner of the lot burdened is the body empowered to release, vary or modify this easement. The owner of the lot burdened will not release, vary or modify this easement without the consent of the Beneficiary.

Req:R776307 /Doc:DP 1088766 B /Rev:09-Nov-2005 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:36 /Seq:4 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

DP1088766

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **Plan of** **covered by Subdivision Certificate No.**

Executed by **Campbelltown City Council, owners of the lots burdened,** by or in the presence of:

Mayor

Chief Executive

Witness

Name

Address

The Common Seal of the Council of the City of Campbelltown was hereto affixed by virtue of a resolution passed by Council on the 24th **day of** FEBRUARY **2004.**

..... **COUNCILLOR**

..... **GENERAL MANAGER**

Req:R776307 /Doc:DP 1088766 B /Rev:09-Nov-2005 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:36 /Seq:5 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

DP1088766

Executed by **Sydney Gas (Camden) Operations Pty Ltd ABN 99 100 684 419, as covenant chargee of the lot benefited,** in accordance with the provisions of Section 127(1) of the Corporations Act 2001 (Cth) :

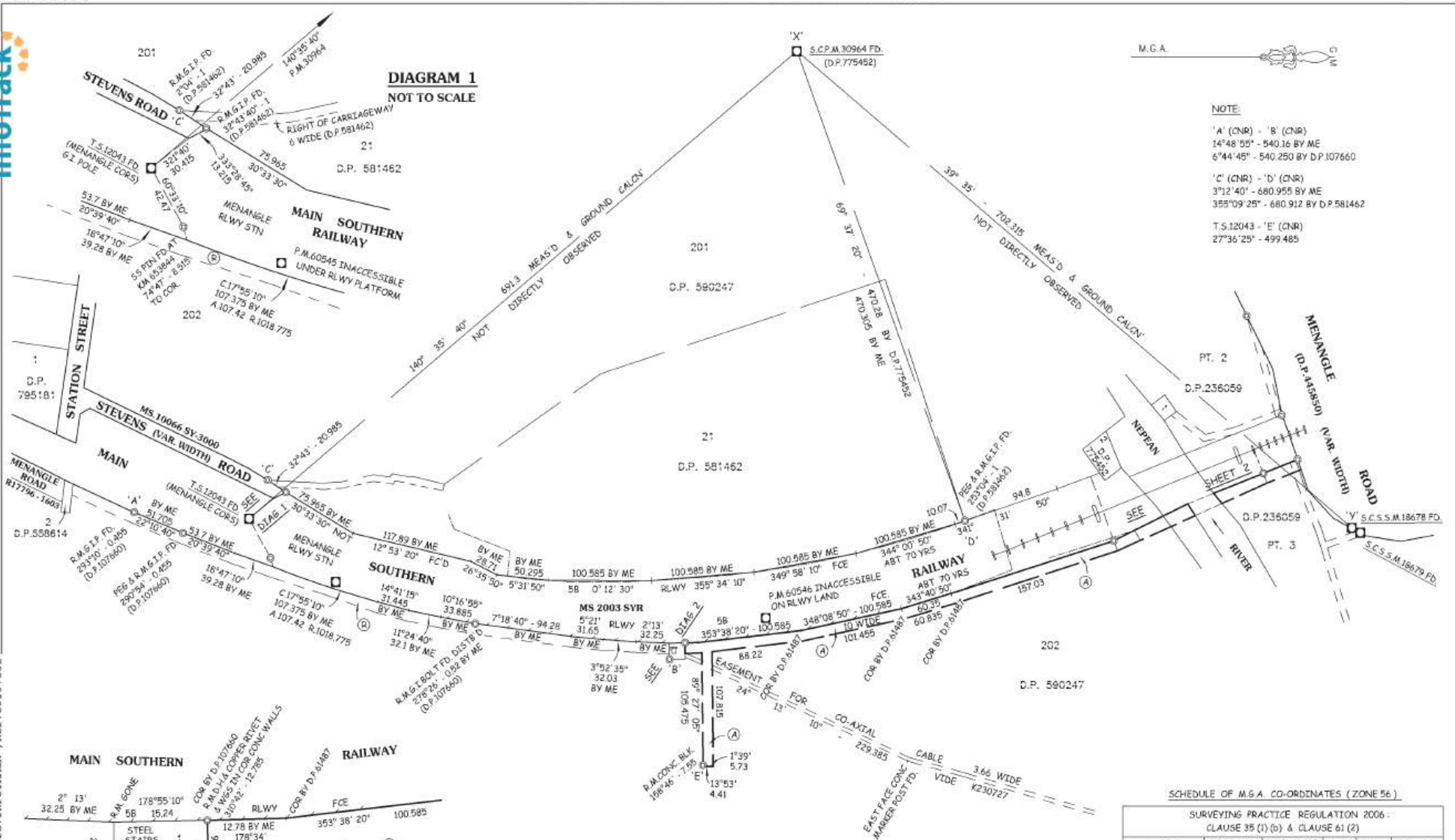
Bruce Butcher
Chief Executive Officer

Mark Balfour
Company Secretary

Dr Bruce Butcher
Chief Executive Officer
Sydney Gas (Camden) Operations Pty Ltd
Tel: + 612 9253 5555
Fax: + 612 9241 5155
Mobile: + 614 0953 5565
Email: bsb@sydneygas.com

REGISTERED 7-11-2005

InfoTrack
Req:R776262 /Doc:DP 1152514 P /Rev:22-Jul-2010 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:1 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302



Surveyor: NEIL CRAIG JOHNSON Date of Survey: 6th OCTOBER, 2009 Surveyor's Ref: KF109698_1009	PLAN OF **EASEMENT FOR OVERHEAD POWER LINES 10 WIDE & VARIABLE OVER LOT 3 D.P.236059 AND LOT 202 D.P.590247**	LGA: CAMPBELLTOWN CITY & WOLLONDILLY Locality: MENANGLE Subdivision No: Lengths are in metres. Reduction Ratio 1: 2500	Registered: 21-7-2010	DP1152514

Req:R776262 /Doc:DP 1152514 P /Rev:22-Jul-2010 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:2 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302
DP1152514

DIAGRAM 3

NOT TO SCALE

DIAGRAM 4

NOT TO SCALE

MENANGLE ROAD

MENANGLE ROAD (VAR. WIDTH) (D.P.445850)

RAILWAY

SOUTHERN MAIN MS 2003 SYR

NEPEAN RIVER

CTY. CAMDEN

CTY. CUMBERLAND

PT. 2 D.P. 236059

PT. 3 D.P. 236059

D.P. 590247

D.P. 581462

D.P. 775452

PH. CAMDEN

PH. MENANGLE

SEE SHEET 1

SEE DIAG 3

SEE DIAG 4

M.G.A. C.M.

(1) (A) EASEMENT FOR OVERHEAD POWERLINES 10 WIDE & VARIABLE

(M) EASEMENT FOR GAS PIPELINE 6 WIDE & VARIABLE (D.P.1088766)

(N) EASEMENT FOR ACCESS 6.095 WIDE (VIDE CONV 437 BOOK 2667)

NOTE:

S.S.M.18678 - 'F' (CNR) 242°42' 30" - 224.03 (D.P.1088766) & BY ME

Surveyor: NEIL CRAIG JOHNSON Date of Survey: 6th OCTOBER, 2009 Surveyor's Ref: KFI09698_1009	PLAN OF **EASEMENT FOR OVERHEAD POWER LINES 10 WIDE & VARIABLE OVER LOT 3 D.P.236059 AND LOT 202 D.P.590247**	LGA: CAMPBELLTOWN CITY & WOLLONDILLY Locality: MENANGLE Subdivision No: Lengths are in metres Reduction Ratio 1: 1000	Registered: 21-7-2010	DP1152514

Req:R776262 /Doc:DP 1152514 P /Rev:22-Jul-2010 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:3 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

PLAN FORM 6 **WARNING: Creasing or folding will lead to rejection** ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1) EASEMENT FOR OVERHEAD POWER LINES 10 WIDE & VARIABLE

AS SET OUT IN THE ACCOMPANYING INSTRUMENT

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

*

DP1152514

Registered: 21-7-2010 *

Title System: TORRENS

Purpose: EASEMENT

PLAN OF EASEMENT FOR OVERHEAD POWER LINES 10 WIDE & VARIABLE OVER LOT 3 D.P.236059 AND LOT 202 D.P.590247

LGA: **CAMPELLTOWN CITY & WOLLONDILLY**

Locality: **MENANGLE**

Parish: **MENANGLE & CAMDEN**

County: **CUMBERLAND & CAMDEN**

* OFFICE USE ONLY

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein
(insert 'subdivision' or 'new road')

.....
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: .....
Date of Endorsement: .....
Accreditation no: .....
Subdivision Certificate no: .....
File no: .....

* Delete whichever is inapplicable.

Surveying Regulation, 2006

I, .NEIL CRAIG JOHNSON
of K.F. WILLIAMS & ASSOCS P/L PO BOX 1477 WOLLONGONG.
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 6TH OCTOBER 2009.

The survey relates to .
EASEMENT
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature .....*Dated:* 06/10/2009
Surveyor registered under the Surveying Act, 2002

Datum Line: 'X' -'Y'
Type: ~~*Urban*~~/*Rural* ACN008664417

Plans used in the preparation of survey/~~compilation~~

D.P. 61487	D.P.581462	D.P.1088766
D.P. 107660	D.P.590247	MS 2003 SYR
D.P.236059	D.P.775452	MS 10066 SY
	D.P.595674	K 230727

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: KF109698-1009

Req:R776262 /Doc:DP 1152514 P /Rev:22-Jul-2010 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:4 of 5
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PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

PLAN OF **EASEMENT FOR OVERHEAD POWER LINES 10 WIDE & VARIABLE OVER LOT 3 D.P.236059 AND LOT 202 D.P.590247**

* DP1152514

* Registered: 21-7-2010

* OFFICE USE ONLY

Subdivision Certificate No: Date of Endorsement:

The COMMON SEAL of THE COUNCIL OF THE CITY OF CAMPBELLTOWN was hereunto affixed this 9th day of FEBRUARY 2010 pursuant to a resolution of The Council passed on the SIXTEENTH day of DECEMBER 2008

Mayor
AARON RULE

General Manager ~~/ Authorised Person~~
PAUL TOSI

~~The COMMON SEAL of EL BETHEL PTY LIMITED~~ (ACN.....) was hereunto affixed pursuant to a resolution of its Board of Directors and in the presence of:

~~Director~~ ~~Secretary~~

SURVEYOR'S REFERENCE: KF109698-1009

Req:R776262 /Doc:DP 1152514 P /Rev:22-Jul-2010 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:5 of 5
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olding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF EASEMENT FOR OVERHEAD POWER LINES 10 WIDE & VARIABLE OVER LOT 3 D.P.236059 AND LOT 202 D.P.590247

*

DP1152514

*

Registered: 21-7-2010

* OFFICE USE ONLY

Subdivision Certificate No:

Date of Endorsement:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **EL BETHEL PTY LIMITED - ACN 087 585 269**
Authority: **Section 127 of the Corporations Act 2001**

Signature of authorised person: .....
Name of authorised person: **Russell J Halfpenny**
Office held: **Director**
19-4-2010

Signature of authorised person: H M Halfpenny
Name of authorised person: **Helen M Halfpenny**
Office held: **Secretary**
19-4-2010

SURVEYOR'S REFERENCE: KF109698-1009

Req:R776263 /Doc:DP 1152514 B /Rev:22-Jul-2010 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:1 of 3
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Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1152514 Plan of Easement for Overhead Power Lines 10 wide and variable over Lot 3 DP 236059 and Lot 202 DP 590247

Full name and address of the owner of the land:

El Bethel Pty Limited
14 Sale Street
ORANGE NSW 2800
ABN 36 087 585 260

Campbelltown City Council
P O Box 57
CAMPBELLTOWN NSW 2560

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for overhead power lines 10 wide and variable	3/236059, 202/590247	Integral Energy Australia

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Part 2 (Terms)

Terms of Easement for overhead power lines 10 wide and variable numbered 1 in the plan

Terms of Easement for overhead power lines set out in Memorandum No 9262884 filed in the offices of the NSW Department of Lands, LPMA Division, are incorporated in this document.

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DP1152514

The COMMON SEAL of THE COUNCIL OF THE CITY OF CAMPBELLTOWN was hereunto affixed this 9th day of FEBRUARY 2010 pursuant to a resolution of The Council passed on the SIXTEENTH day of DECEMBER 2008

.....
Mayor
AARON RULE

.....
General Manager ~~/ Authorised Person~~
PAUL TOSI

~~Signed on behalf of **INTEGRAL ENERGY AUSTRALIA**~~
by its Attorney pursuant to
Power of Attorney Book 4573 No 297 in the
presence of:

.....
Signature of Witness

.....
Signature of Attorney
Name: G Riethmuller
Position: Network Property Manager

.....
Name of Witness
C/- Integral Energy
51 Huntingwood Drive
Huntingwood 2148

.....
Date of execution

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DP1152514

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **EL BETHEL PTY LIMITED - ACN 087 585 269**
Authority: **Section 127 of the Corporations Act 2001**

Signature of authorised person: .....
Name of authorised person: **Russell J Halfpenny**
Office held: **Director**
19-4-2010

Signature of authorised person: H M Halfpenny
Name of authorised person: **Helen M Halfpenny**
Office held: **Secretary**
19-4-2010

14 Sale. Street
ORANGE NSW 2800

KF109698 / 1009

REGISTERED 21.7.2010

Req:R776268 /Doc:DL X938200 /Rev:19-Aug-1997 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:1 of 4
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OFFICE USE ONLY

X938200

RP 13A

STAMP DUTY

[redacted]

-3 NOV 1988

OFFICE OF STATE REVENUE (N.S.W. TREASURY)

TRANSFER (INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

See Instructions for Completion on back of form)

T CA 1 of 1 X

$ 92 C

R 1/1

DESCRIPTION OF LAND Note (a)

LAND being transferred

Torrens Title Reference	If part Only, Delete Whole and Give Details	Location
FOLIO IDENTIFIER 1/249393	WHOLE	AT MENANGLE

TENEMENTS PANEL Note (b) This panel also to be completed for covenants by transferor

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Folio Identifier 1/249393		Lot 3 in Deposited Plan 249393	

TRANSFEROR Note (c)

THE COMMISSIONER FOR MAIN ROADS

Note (d) (the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $ 475,000.00

and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEROR Note (c)

CAMPBELLTOWN CITY COUNCIL

OFFICE USE ONLY

S.

TENANCY Note (e)

[redacted]

PRIOR ENCUMBRANCES Note (f)

subject to the following PRIORITY ENCUMBRANCES 1. Reservations and conditions in the Crown Grant 2. Easement affecting part of land K244937 3.

AND the TRANSFEROR:—

Note (g) (i) ~~GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto~~

(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g) AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 19 OCT, 1988

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION Note (h)

Signed in my presence by the applicant who is personally known to me.

C Hayes J.P.
Signature of Witness

COLIN M HAYES
Name of Witness (BLOCK LETTERS)

309 Castlereagh St Sydney, Clerk
Address and Occupation of Witness

EXECUTED PURSUANT TO DELEGATION BOOK 3730 No. 472

Signature of Transferor

Note (h) Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Solicitor for the
Signature of Transferee J. R. MARSDEN

TO BE COMPLETED BY LODGING PARTY Notes (i) and (j)

LODGED BY

MARSDENS
SOLICITORS & ATTORNEYS
Cnr. QUEEN & DUMARESQ STS.
CAMPBELLTOWN 2560
DX5107 Phone: (046) 28 3041
CAMPBELLTOWN
570E

Ref.:

Delivery Box Number

LOCATION OF DOCUMENTS

CT	OTHER	
		Herewith.
		In L.T.O. with
		Produced by

OFFICE USE ONLY

Checked	Passed	REGISTERED
EBIP		9 NOV 1988
Signed	Extra Fee	

Secondary Directions	ON	CV
Delivery Directions	CT	570E

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© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

SCHEDULE ONE HEREINBEFORE REFERRED TO

~~The Transferor hereby grants/reserves~~

Notes (k) and (l)

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with the Transferee as follows:-

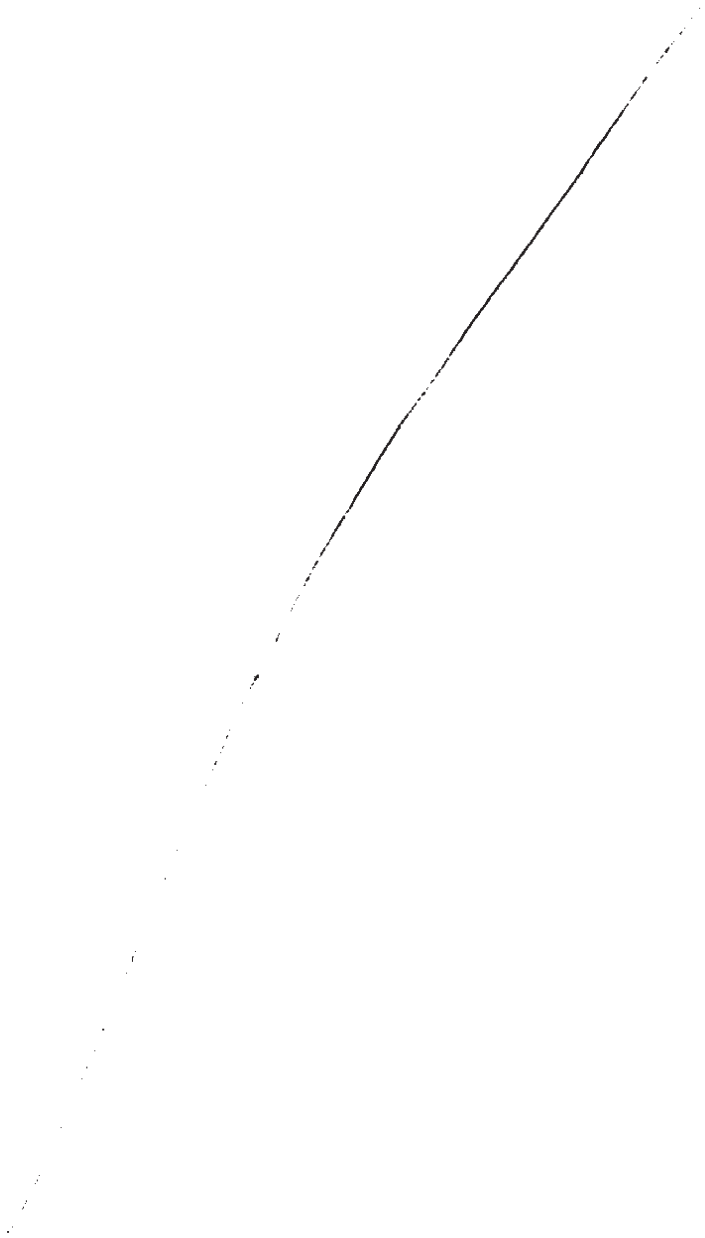
Notes (m) and (l)
Also complete tenements panel on front of form

AND the Transferee does hereby for the benefit of Lot 3 in Deposited Plan 249393 (hereinafter called "the dominant tenement") covenant with the Transferor (in this covenant called "the Commissioner") and so as to bind and burden Lot 1 in Deposited Plan 249393 being the land in Certificate of Title Folio Identifier 1/249393 (hereinafter called "the servient tenement") that the Transferee will not without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/ freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

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SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l) ~~The Transferee hereby covenants with~~



(For continuation of SCHEDULE(S) see annexure(s) hereto)

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RP 13A
1987

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Stamp Duties Division, Department of Finance before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing in the left-hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land.

(i) TORRENS TITLE REFERENCE.—Insert the current reference to the Folio of the Register for the land being transferred, e.g.,135/SP12345 or Vol.12634 Fol. 126.
(ii) PART/WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
(iii) LOCATION.—Insert the locality shown on the Certificate of Title, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g.,135/SP12345 or Vol. 12634 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY	(i)	Should there be insufficient space for execution of this dealing, use an annexure sheet.
	(ii)	The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm), to be typewritten or printed adjacent to his/her signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
ATTORNEY	(iii)	If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. ".
AUTHORITY	(iv)	If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
CORPORATION	(v)	If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec for statutory declaration, pbte for probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations,1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME	
			26
			52
			78
			104
			130

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR REGD DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTIFN TYPE	(G) DEALING NUMBER	(H) DETAILS

excluding from out of the land herein described any easement subsisting over upon or affecting the same.

Commonwealth of Australia.

Lands Acquisition Act 1955-1957.

NOTICE OF THE ACQUISITION OF LAND BY THE COMMONWEALTH.

IT is hereby notified that His Excellency the Governor-General acting with the advice of the Federal Executive Council has authorised pursuant to the provisions of the Lands Acquisition Act 1955-1957, the acquisition by compulsory process of an easement for underground trunk communications cables over the land hereunder described, and I hereby declare that the right to lay use and maintain underground trunk communications cables through under and along the said land hereunder described is acquired by The Commonwealth of Australia under the said Act for the following public purpose approved by the Governor-General:—Postal services.—(62/575-62/576)—(Ex. Min. No. 142.)

Dated this twelfth day of March, One thousand nine hundred and sixty-five.

J. D. ANTHONY
Minister of State for the Interior.

Description of Land.

All that piece of land 12 feet wide situate at Menangle in the Muni ipality of Campbelltown Parish of Manangle County of Cumberland State of New South Wales being part of Portions 17 and 25 of the Parish of Manangle as delineated on plans catalogued in the New South Wales Branch of the Department of the Interior Negatives No.'s. 12309 N.S.W. and 12310 N.S.W. bounded on the east and southeast by lines defined by concrete market posts such lines commencing on the right bank of the Nepean River thence bearing generally northerly and northeasterly through Portion 17 aforesaid to a point on the western boundary of Portion 25 aforesaid distant northerly about 1180 feet from the right bank of the aforesaid Nepean River thence bearing generally northeasterly to a point on the western boundary of Portion 26 of the Parish of Manangle distant southerly about 69 feet 6 inches from the northwestern corner of the aforesaid Portion 26.

Commonwealth of Australia.

Lands Acquisition Act 1955-1957.

NOTICE OF THE ACQUISITION OF LAND BY THE COMMONWEALTH.

IT is hereby notified that His Excellency the Governor-General acting with the advice of the Federal Executive Council has authorised pursuant to the provisions of the Lands Acquisition Act 1955-1957, the acquisition by compulsory process of an easement for underground trunk communications cables over the land hereunder described, and I hereby declare that the right to lay use and maintain underground trunk communications cables through under and along the said land hereunder described is acquired by The Commonwealth of Australia under the said Act for the following public purpose approved by the Governor-General:—Postal services at Great Western, Victoria.—(64/72)—(Ex. Min. No. 129.)

Dated this ninth day of March, One thousand nine hundred and sixty-five.

J. D. ANTHONY
Minister of State for the Interior.

Description of Land.

All that piece of land containing an area of 24.2 perches more or less being part of Crown Allotment 162 Township of Great Western Parish of Concongella County of Borung State of Victoria:

Commencing at the intersection of a north-western side of Cubitt Street with a north-eastern side of a 130 links wide Government Road and bounded thence by part of the aforesaid side of that Government Road bearing 295 degrees 200 links thence by part of the north-western boundary of Crown Allotment 162 bearing 25 degrees 75.8 links thence by a line bearing 115 degrees 200 links and thence by part of the aforesaid north-western side of Cubitt Street bearing 205 degrees 75.8 links to the point of commencement.

Bankruptcy Act 1924-1960.

IN pursuance of the provisions of section 12 of the Bankruptcy Act 1924-1960, His Excellency the Governor-General in Council has been pleased to appoint Keith Brooks Spong to be a Deputy Registrar in Bankruptcy in the Bankruptcy District of New South Wales as on and from 1st March, 1965.—(Ex. Min. No. 14.)

Bankruptcy Act 1924-1960.

ORDER BY THE ATTORNEY-GENERAL.

IN pursuance of sub-section (2) of section 12A of the Bankruptcy Act 1924-1960, I direct that Keith Brooks Spong, a Deputy Registrar in Bankruptcy in the Bankruptcy District of New South Wales, shall have and may exercise all or any of the powers and functions of the Registrar in Bankruptcy in the said Bankruptcy District and may exercise such of the powers, duties and functions of an administrative nature exercisable by the Court as the Court directs and authorizes him to exercise.

Dated this first day of March, 1965.

B. M. SNEDDEN, Attorney-General.

Thu 25 Mar 1965 - Commonwealth of Australia Gazette (National : 1901 - 1973)
Page 1180 - Commonwealth of Australia. Lands Acquisition Act 1955-1957. NOTICE OF THE ACQUISITION OF LAND BY THE COMMONWEALTH.

Commonwealth of Australia.
Lands Acquisition Act 1955-1957
NOTICE OF THE ACQUISITION OF LAND BY THE COMMONWEALTH.

IT is hereby notified that His Excellency the Governor-General acting with the adV'ce of the Federal Executive Council has authorized pursuant to the provisions of the Lands Acquisition Act 1955-1957, the acquisition by compulsory process of an ease ment for underground trunk communications cables over the land hereunder described, and I hereby declare that the right to lay use and maintain underground trunk communications cables through under and along the sa;d land hereunder described is acquired by The Commonwealth of Australia under the said Act foi the following public purpose approved by the Governor General:—Postal services.—'(62/575-62/576)—(Ex, Min. No. 142.)
Dated this twelfth day of March, One thousand nine hundred and sixty-five.
J. D. ANTHONY
Minister of State for the Interior.
Description of Land.
All that piece of land 12 feet wide situate at Menangle in the Muni ipality of Campbelltown 'Parish of Manangle County of Cumberland State of New South Wales being part of Portions 17 iand 25 of the Parish of Manangle as delineated on plans tatalogued in the New South Wales Branch of the Department of the Interior Negatives No.'s. 12309 N.S.W. and 12310 N.S.W. bounded on the east and southeast by lines defined by concrete market pests such l'nes commencing on the right bank of tihe Nepean River thence bearing generally northerly and northeast erly through Portion 17 aforesaid to a point on the western boundary of Portion 25 aforesaid distant northerly about 1180 feet from the right bank of the aforesaid Nepean River thence bearing generally northeasterly to a point on the western boundary of Portion 26 of the Parish of Manangle distant southerly about 69 feet 6 inches from the northwestern corner of the aforesaid Portion 26.

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Form: 01TE
Release: 4·1

(D)

TRANSFER INCLUDING EASEME

New South Wales
Real Property Act 1900

AK729933D

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY Office of State Revenue use only

Office of State Revenue
NSW Treasury
Client No: 120350770 3608
Duty: $10 Trans No: 8826405
Asst details:

(A) **TORRENS TITLE** See Annexure A

(B) **TENEMENTS**

Servient	Dominant
Lot 3 in DP 236059	Campbelltown City Council

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
185H	Clayton Utz Lawyers 12311C Reference: Mary Green 80175515	TE

(D) **TRANSFEROR** Campbelltown City Council ABN 31 459 914 087

(E) As regards the above land: the transferor acknowledges receipt of the consideration of $ as per contract ; transfers
(F) to the transferee an estate in fee simple; and RESERVES an easement as set out in Schedule 2. dated 22 July 2016
(G) Encumbrances (if applicable):

(H) **TRANSFEREE** Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 922

(I) **TENANCY:**

(J) **DATE** 2 September 2016

I certify that I am an eligible witness and that an authorised officer of the transferor signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness:
Address of witness: See Annexure B

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

Authorised officer's name:
Authority of officer:
Signing on behalf of: See Annexure B

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: DAHUA GROUP SYDNEY PROJECT 3 PTY LTD ACN 606 391 922
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: x

Name of authorised person:
Office held: YUXING LI
Director

Signature of authorised person: x

Name of authorised person:
Office held: YE FAN
Director/~~Secretary~~

(K) The transferee certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1303

x x

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© Office of the Registrar-General /Src:INFOTRACK /Ref:80197302

(L) **SCHEDULE 1**
Grant of easement

The transferor GRANTS

NOT APPLICABLE

(L) **SCHEDULE 2**
Reservation of easement

The transferor RESERVES

Firstly, an easement to permit any encroaching structure(s) located on that part of the land shown on the plan attached to this Transfer and marked 'A' to remain as set out under Part 13 of Schedule 8 of the Conveyancing Act 1919, excepting that:
(a) the words 'the owner of the lot benefited' are to be replaced with 'Campbelltown City Council' wherever they appear;
(b) the words 'on the lot benefited' are deleted wherever they appear;
(c) the words 'the structure' in clause 1(a) of the easement are replaced with 'any structure'; and
(d) Campbelltown City Council may replace from time to time any encroaching structure with another structure.

Secondly, an easement for services as set out in Part 11 of Schedule 8 of the Conveyancing Act 1919 over that part of the servient tenement marked as 'B' on the plan attached to this Transfer, excepting that:
(e) the words 'the owner of the lot benefited' are to be replaced with 'Campbelltown City Council' wherever they appear; and
(f) the words 'each lot benefited' are to be replaced with 'land owned by Campbelltown City Council'.

x _____ _____
YUXING LI YE FAN.

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ANNEXURE 'A' TO TRANSFER

Dated:

Parties: Campbelltown City Council ABN 31 459 914 087 (**Transferor**)

and

Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 922 (**Transferee**)

Torrens Title:

1. 3/236059
2. 124/1097090
3. 7/787284
4. 1/727098
5. 1/708770
6. 1/707225
7. 1/249393
8. 33/1101983
9. 31/1101983
10. 125/1097138

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ANNEXURE 'B' TO TRANSFER

Dated:

Parties: Campbelltown City Council ABN 31 459 914 087 (**Transferor**)

and

Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 922 (**Transferee**)

EXECUTED by **CAMPBELLTOWN CITY COUNCIL** by its General Manager and Mayor or Councillor by the affixing of the Common Seal of Council in accordance with resolution dated 21 JUNE 2016

x .....
General Manager (Signature)

x .....
Mayor/Councillor (Signature)

x LINDY DEITZ
General Manager (Print Name)

x PAUL HAWKER
Mayor/Councillor (Print Name)

x .....
YUXING LI

.....
YE FAN.

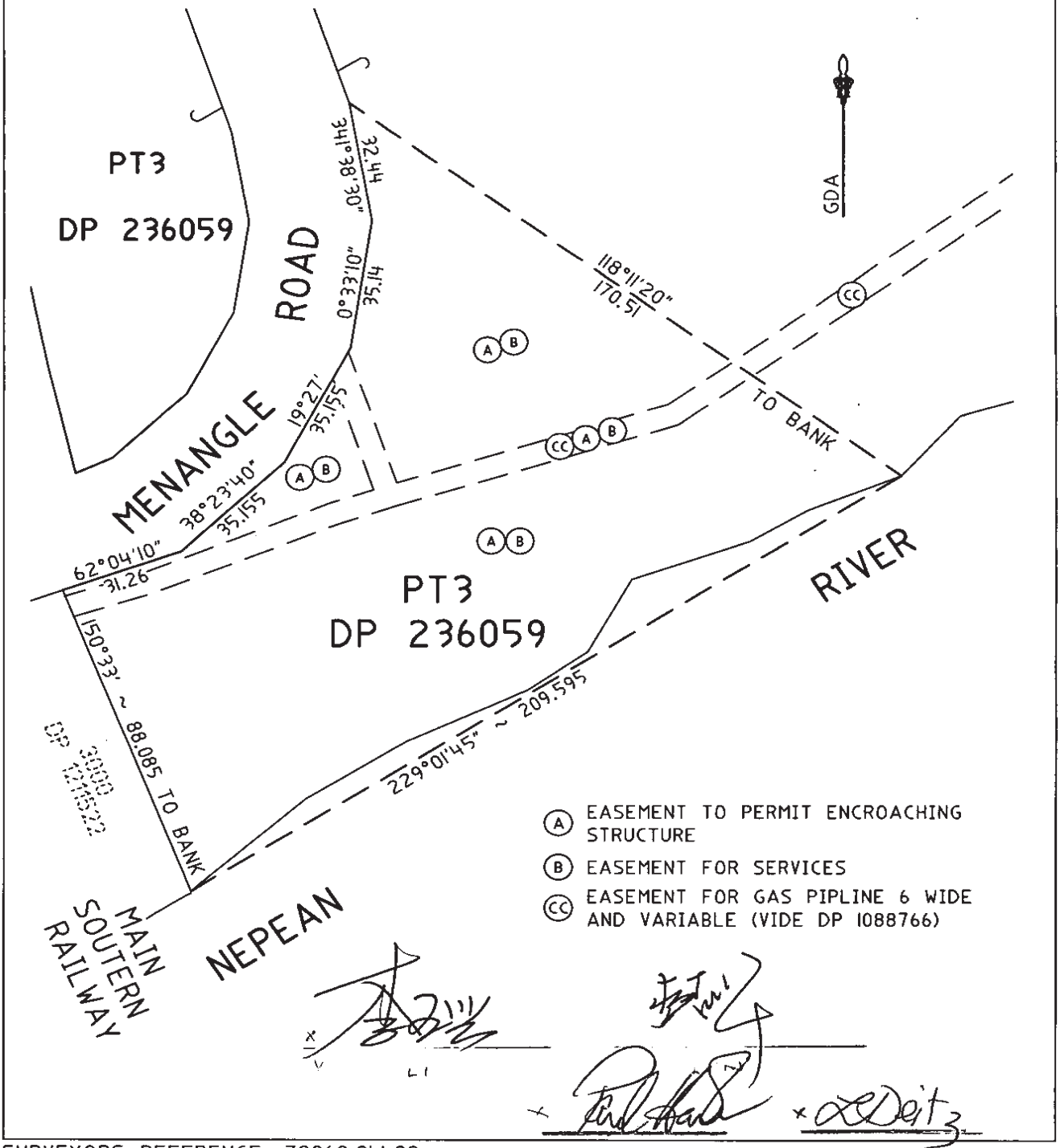
Req:R776266 /Doc:DL AK729933 /Rev:11-Oct-2016 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:5 of 5
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ANNEXURE

PLAN	OF EASEMENT TO PERMIT ENCROACHING STRUCTURE & EASEMENT FOR SERVICES WITHIN LOT 3 DP 236059
L.G.A.	CAMPBELLTOWN
LOCALITY	MENANGLE PARK
PARISH	MENANGLE
COUNTY	CUMBERLAND
Reduction Ratio 1:1500	
(lengths are in metres)	

I KEVIN BRADLEY PRITCHARD of SMEC Australia, Level 1, 178-180 Queen St.Campbelltown NSW 2560 a surveyor registered under the Surveying & Spatial Information Act 2002, hereby certify that this plan has been compiled from information contained in DP 236059 and was completed on 11/08/16

Signature:.....



SURVEYORS REFERENCE: 78060.01.L02

Page 1 of 1

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Form: 08X
Release: 4·2

CAVEAT

Prohibiting Recording of a Dealing or or Granting of a Possessory Applicat
New South Wales
Section 74F Real Property Act 1900

AK846742G

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY — Office of State Revenue use only

(A) **TORRENS TITLE** — 3/236059; 124/1097090; 7/787284; 1/727098; 1/708770; 1/707225; 1/249393; 33/1101983; 31/1101983; 125/1097138

(B) **REGISTERED DEALING**

Number	Torrens Title

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
42G	SPARKE HELMORE LAWYERS LLPN 123009 S Reference: ~~LLH:~~ CAM854-00133	X

(D) **REGISTERED PROPRIETOR**

Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 922
Suite 2, Level 20, 201-217 Elizabeth Street, Sydney NSW

Postcode: 2000

(E) **CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate)

Campbelltown City Council ABN 31 459 914 087
Civic Centre, 91 Queen Street, Campbelltown NSW

Postcode: 2560

(F) **NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

IMPORTANT NOTE: The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: Campbelltown City Council
Street Address: Civic Centre, 91 Queen Street,
Campbelltown NSW 2560
Reference: John Milicic

NSW postcode: 2560

Document Exchange Box in NSW (additional):

(G) **ACTION PROHIBITED**

1, 2, 4 and 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS. 1308

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WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
An equitable interest in favour of the Caveator (as transferee) to acquire part of the Land		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Contract for Sale	22 July 2016	Registered Proprietor and Caveator
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
3. The registration of delimitation plan [1] No.
4. The granting of any possessory application [2] with respect to the land in the Torrens Title referred to above.
5. The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
6. The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No.
7. The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION** [3]

I, Luke James Woodward

solemnly and sincerely declare that—

1. To the best of my knowledge, information and belief
   (a) the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
   (b) the address specified at (D) as the address of the registered proprietor is the correct address.
2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor ;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney in the State of NSW on 16.9.2016

in the presence of Theo Casimatis of Sparke Helmore Lawyers ,

☐ Justice of the Peace (J.P. Number:) ☒ Practising Solicitor

☐ Other qualified witness *[specify]*

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering~~; and
2. I have known the person for at least 12 months / ~~I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was a~~ *[Omit ID No.]*

Signature of witness: Signature of declarant: Woodward

Capacity of declarant if other than the caveator: SOLICITOR FOR CAVEATOR

(L) **CONSENT (section 74O Real Property Act 1900)**[4]

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant

1. A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
2. An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
3. As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment.** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
4. Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

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Lodger Details

Lodger Code	500031Y
Name	LEGALSTREAM PTY LIMITED
Address	L 19, 59 GOULBURN ST SYDNEY 2000
Lodger Box	302G
Email	NOTIFICATIONS@LEGALSTREAM.COM.AU
Reference	MEMORANDUM / EN

Memorandum

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
See Attachment		

Applicant

ENDEAVOUR ENERGY NETWORK OPERATOR PARTNERSHIP ACN 247365823
Registered company

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	ENDEAVOUR ENERGY NETWORK OPERATOR PARTNERSHIP
Signer Name	CAROLINE YOUNIS
Signer Organisation	LEGALSTREAM PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	29/10/2021

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Form: 16LM
Release: 2·4

MEMORANDUM AR578978S

New South Wales
Section 80A Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference:	CODES LM CM MM GM BM

(B) **APPLICANT**

Endeavour Energy Network Operator Partnership
ABN 11 247 365 823

(C) The applicant requests the Registrar General to record this memorandum, comprising 19 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Digitally signed by Simon Lawton
DN: cn=Simon Lawton, o=AU, ou=Endeavour Energy, ou=Strategic Property Manager, email=simon.lawton@endeavourenergy.com.au
Date: 2021.10.29 10:10:00 +11'00'

Name of signatory: Simon Lawton - Strategic Property Manager

Capacity of signatory (if applicable): Power of Attorney - Book 4782 No 294

Date:

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1111

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Annexure A

For instruments and dealings benefiting Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 as the prescribed authority

Section 1	Easement for Padmount Substation or Switching Station or Auto Transformer
Section 2	Easement for Underground Cables and/or Street Lighting Equipment
Section 3	Easement for Overhead Power Lines
Section 4	Easement for Overhead Power Lines and Underground Cables
Section 5	Easement for Support Stay
Section 6	Easement for Indoor Substation
Section 7	Right of Access
Section 8	Restriction on the Use of Land – Fire Rating of Buildings
Section 9	Restriction on the Use of Land – Swimming Pools and Spas
Section 10	Restriction on the Use of Land – Metallic Structures
Section 11	Positive Covenant – Fire Screen Wall



Digitally signed by Simon Lawton
DN: cn=Simon Lawton, o=AU, ou=Endeavour Energy, ou=Strategic Property Manager, email=simon.lawton@endeavourenergy.com.au
Date: 2021.10.26 10:11:03 +10'00'

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Terms of Easement for Padmount Substation or Switching Station or Auto Transformer

1.0 Definitions

1.1 **easement site** means that part of the land that is affected by this easement.

1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.4 **land** means the lot or Torrens title land that is burdened by this easement.

1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

1.8 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 The prescribed authority may:

2.1 install electrical equipment within the easement site,

2.2 excavate the easement site to install the electrical equipment.

2.3 use the electrical equipment for the transmission of electricity,

2.4 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.5 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

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Terms of Easement for Padmount Substation or Switching Station or Auto Transformer

4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

4.1 installing or permitting to be installed any services or structure within the easement site, or

4.2 altering the surface level of the easement site, or

4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

5.0 Electricity Network Assets (Authorised Transactions) Act 2015

5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Easement for Underground Cables and/or Street Lighting Equipment

1.0 Definitions

1.1 **easement site** means that part of the land that is affected by this easement.

1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street lighting equipment, communications cable, and ancillary equipment.

1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.4 **land** means the lot or Torrens title land that is burdened by this easement.

1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

1.8 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 The prescribed authority may:

2.1 install electrical equipment within the easement site,

2.2 excavate the easement site to install the electrical equipment.

2.3 use the electrical equipment for the transmission of electricity,

2.4 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.5 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

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Terms of Easement for Underground Cables and/or Street Lighting Equipment

4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

4.1 installing or permitting to be installed any services or structure within the easement site, or

4.2 altering the surface level of the easement site, or

4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

5.0 Electricity Network Assets (Authorised Transactions) Act 2015

5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Easement for Overhead Power Lines

1.0 Definitions

1.1 **easement site** means that part of the land that is affected by this easement.

1.2 **electrical equipment** includes pole, overhead electrical cable, underground electrical cable, duct, underground earthing system, and ancillary equipment.

1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.4 **land** means the lot or Torrens title land that is burdened by this easement.

1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

1.8 **structure** includes building, wall, retaining wall, carport, driveway, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 The prescribed authority may:

2.1 install electrical equipment within the easement site,

2.2 excavate the easement site to install the electrical equipment.

2.3 use the electrical equipment for the transmission of electricity,

2.4 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.5 install its own access gates and locks,

2.6 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

2.7 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

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Terms of Easement for Overhead Power Lines

4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

4.1 installing or permitting to be installed any services or structure within the easement site, or

4.2 altering the surface level of the easement site, or

4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

5.0 Electricity Network Assets (Authorised Transactions) Act 2015

5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Easement for Overhead Power Lines and Underground Cables

1.0 Definitions

1.1 **easement site** means that part of the land that is affected by this easement.

1.2 **electrical equipment** includes pole, overhead electrical cable, underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.

1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.4 **land** means the lot or Torrens title land that is burdened by this easement.

1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

1.8 **structure** includes building, wall, retaining wall, carport, driveway, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 The prescribed authority may:

2.1 install electrical equipment within the easement site,

2.2 excavate the easement site to install the electrical equipment.

2.3 use the electrical equipment for the transmission of electricity,

2.4 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.5 install its own access gates and locks,

2.6 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

2.7 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

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Terms of Easement for Overhead Power Lines and Underground Cables

4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

4.1 installing or permitting to be installed any services or structure within the easement site, or

4.2 altering the surface level of the easement site, or

4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

5.0 Electricity Network Assets (Authorised Transactions) Act 2015

5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Easement for Support Stay

1.0 Definitions

1.1 **easement site** means that part of the land that is affected by this easement.

1.2 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.3 **land** means the lot or Torrens title land that is burdened by this easement.

1.4 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

1.8 **support stay** includes pole, concrete strainer block, cable, wire, and ancillary equipment.

2.0 The prescribed authority may:

2.1 install a support stay within the easement site,

2.2 excavate the easement site to install the support stay,

2.3 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.4 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

2.5 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

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Terms of Easement for Support Stay

4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

4.1 installing or permitting to be installed any services or structure within the easement site, or

4.2 altering the surface level of the easement site, or

4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

5.0 Electricity Network Assets (Authorised Transactions) Act 2015

5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Easement for Indoor Substation

1.0 Definitions

1.1 **building** means the building within which the electrical equipment is located.

1.2 **easement site** means that part of the land that is affected by this easement.

1.3 **electrical equipment** includes electrical transformer, electrical switchgear, electrical cable, duct, services, ventilation, and ancillary equipment.

1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.5 **land** means the lot or Torrens title land that is burdened by this easement.

1.6 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.7 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.8 **services** includes electricity, telephone, communications, ventilation, water, sewage, and drainage services.

2.0 The prescribed authority may:

2.1 install electrical equipment within the easement site,

2.2 use the electrical equipment for the transmission of electricity,

2.3 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.4 install its own security doors to gain access to the electrical equipment and to prevent access by others, and

2.5 install conduits, cables, and pipes on, under or through the building for the purpose of connecting the electrical equipment with any services and to operate those services.

3.0 The prescribed authority agrees to obtain the written consent of the owner, and comply with any conditions of consent reasonably imposed by the owner, prior to cutting, drilling, altering or demolishing any part of the building as necessary to install or operate the electrical equipment.

4.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its former condition.

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Terms of Easement for Indoor Substation

5.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

5.1 installing or permitting to be installed any thing within the easement site, or

5.2 interfering with, allowing to be interfered with, or preventing the ventilation of the easement site, or

5.3 directing or allowing to be directed drainage into the easement site, or

5.4 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

6.0 Electricity Network Assets (Authorised Transactions) Act 2015

6.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Right of Access

1.0 Definitions

1.1 **access site** means that part of the land that is affected by this right of access.

1.2 **land** means the lot or Torrens title land that is burdened by this easement.

1.3 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.4 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

2.0 The prescribed authority may:

2.1 by any reasonable means pass across the access site for the purpose of exercising or performing any of its powers, authorities, duties or functions, and

2.2 do anything reasonably necessary for passing across the access site, including:

2.2.1 entering the land, and

2.2.2 taking anything on to the land, and

2.2.3 carrying out work within the access site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

3.0 In exercising its rights under this easement, the prescribed authority must:

3.1 ensure all work is done properly, and

3.2 cause as little inconvenience as is practicable to the owner and any occupier of the land, and

3.3 cause as little damage as is practicable to the land and any improvement on it, and

3.4 restore the land as nearly as is practicable to its former condition, and

3.5 make good any collateral damage.

4.0 Electricity Network Assets (Authorised Transactions) Act 2015

4.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Restriction on the Use of Land
Fire Rating of Buildings

1.0 Definitions

1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

1.4 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).

1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.6 **restriction site** means that part of the lot or Torrens title land that is affected by this restriction on the use of land.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the prescribed authority with an engineer's certificate to this effect.

3.0 The 120/120/120 fire rating and 60/60/60 fire rating must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.0 No doors or opening windows are permitted to be erected within the restriction site on the external surface of a building within 3 metres from the substation footing.

5.0 Electricity Network Assets (Authorised Transactions) Act 2015

5.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Restriction on the Use of Land Swimming Pools and Spas

1.0 Definitions

1.1 **erect** includes construct, install, build and maintain.

1.2 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).

1.3 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.4 **restriction site** means that part of the lot or Torrens title land that is affected by the restriction on the use of land.

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.0 Electricity Network Assets (Authorised Transactions) Act 2015

3.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Restriction on the Use of Land
Metallic Structures

1.0 Definitions

1.1 **erect** includes construct, install, build and maintain.

1.2 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).

1.3 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.4 **restriction site** means that part of the lot or Torrens title land that is affected by the restriction on the use of land.

2.0 No metallic structure shall be erected or permitted to remain within the restriction site except for metallic fencing if the fence panels are insulated from the fence posts and from the ground.

3.0 Electricity Network Assets (Authorised Transactions) Act 2015

3.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

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Terms of Positive Covenant
Fire Screen Wall

1.0 Definitions:

1.1 **120/120/120 fire rating** means the fire resistance level of a building structure expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

1.2 **fire screen wall** means a wall constructed of non-combustible material that achieves a 120/120/120 fire rating up to a minimum height of 6 metres from the level of the substation footing, including any structures attached to the wall such as a fire screen overhang, a fire screen roof, eaves and gutters.

1.3 **owner** means the registered proprietor of the lot or Torrens title land and its successors (including those claiming under or through the registered proprietor).

1.4 **positive covenant site** means that part of the lot or Torrens title land that is affected by this positive covenant.

1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

2.0 The owner covenants with the prescribed authority that:

2.1 the owner will construct a fire screen wall within the positive covenant site; and

2.2 the owner will maintain the fire screen wall in a satisfactory state of repair and in accordance with any reasonable conditions that the prescribed authority may impose.

3.0 Electricity Network Assets (Authorised Transactions) Act 2015

3.1 Notwithstanding any other provision in this positive covenant, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.



Digitally signed by Simon Leeson
DN: cn=Simon Leeson, c=AU, o=Endeavour Energy, ou=Energy, Property Manager, email=simon.leeson@endeavourenergy.com.au
Date: 2021.06.28 10:12:00 +10'00'

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Form: 11R
Release: 4·1

REQUEST
New South Wales
Real Property Act 19(

AP755471T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorise I
by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **STAMP DUTY** — If applicable. Office of State Revenue use only

(B) **TORRENS TITLE** — See Annexure "B"

(C) **REGISTERED DEALING** — Number | Torrens Title

(D) **LODGED BY** — Document Collection Box: 195H
Name, Address or DX, Telephone, and Customer Account Number if any: CLAYTON UTZ
LVL 15, 1 BLIGH STREET
SYDNEY 2000 NSW
123111C
Reference: 80192741
CODE: R

(E) **APPLICANT** — Minister for Planning and Public Spaces

(F) **NATURE OF REQUEST** — Registration of Planning Agreement pursuant to section 7.6 of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

That the Planning Agreement between the Minister for Planning and Public Spaces, and Dahua Group Sydney Project 3 Pty Ltd, at Annexure "C", be registered on the folio of the register for the land identified at (B) under the Real Property Act 1900. By its execution of Annexure "A", Dahua Group Sydney Project 3 Pty Ltd as the registered proprietor of that land agrees to the registration of the Planning Agreement on the folio of the register for that land, as does the Minister for Planning and Public Spaces, as the planning authority and applicant.

DATE 9 December 2019

(H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: See Annexure "A"
Authority: See Annexure "A"

Signature of authorised person:
Name of authorised person: See Annexure "A" page 2 of 249
Office held:

Signature of authorised person:
Name of authorised person: See Annexure "A"
Office held:

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*
The certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*
ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1303

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Annexure A to REQUEST

Parties:

Applicant: Minister for Planning and Public Spaces
Registered proprietor: Dahua Group Sydney Project 3 Pty Ltd

Dated: 9 December 2019

I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presnce.

Signature of witness:

Name of witness: AMANDA BEAUMONT
Address of witness: 320 PITT ST SYDNEY.

Certified correct for the purposes of the Real Property Act 1900 by the authorised authorised officer named below:

Signature of Authorised Officer:

BRETT WHITWORTH

Authorised Officer's name:
Authority of Officer: DEPUTY SECRETARY
Signing on behalf of: Minister for Planning and Public Spaces

Executed by Dahua Group Sydney Project 3 Pty Ltd in accordance with section 127(1) of the ~~Corporations~~ Act 2001 (Cth):

Signature of director:

Yr Fan
Full name of director:

Signature of director/~~company secretary~~:

YUXING LI
Full name of director/~~company secretary~~:

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Annexure B to REQUEST

Parties:

Applicant: Minister for Planning and Public Spaces
Registered proprietor: Dahua Group Sydney Project 3 Pty Ltd

Dated: 9 December 2019

3/236059

124/1097090

7/787284

1/727098

1/708770

1/707225

1/249393

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Annexure C to REQUEST

Parties:

Applicant: Minister for Planning and Public Spaces
Registered proprietor: Dahua Group Sydney Project 3 Pty Ltd

Dated: 9 December 2019

Planning Agreement

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Minister for Planning and Public Spaces

Dahua Group Sydney Project 3 Pty Ltd

Planning Agreement

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

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Date 3 December 2019

Parties

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

Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 922 of Suite 02, Level 20, 201 Elizabeth Street, Sydney NSW 2000 **(Developer)**

Background

A The Developer owns the Land.

B In December 2016, Campbelltown City Council endorsed a planning proposal to amend the LEP to rezone land in Menangle Park, NSW, including the Land, to create the Menangle Park Urban Release Area.

C The Developer proposes to carry out the Development on the Land.

D Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent for certain land subdivision in an Urban Release Area unless the Secretary has issued a Satisfactory Arrangements Certificate regarding the provision of Designated State Public Infrastructure.

E The Developer has offered to enter into this Deed with the Minister to provide the Development Contributions to enable a Satisfactory Arrangements Certificate to be issued for the Development under clause 6.1 of the LEP, subject to compliance with this Deed. For the avoidance of doubt, this Deed only constitutes satisfactory arrangements for a maximum of 925 Dwellings on the Land.

Operative provisions

1 Definitions

In this Deed these terms have the following meanings:

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

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Address for Service	the address of each party appearing in **Schedule 2** of this Deed or any new address notified in writing by any party to all other parties as its new address for service.
Authority	any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.
Bank Guarantee	an irrevocable and unconditional undertaking without an expiry or end date in favour of the Minister to pay an amount or amounts of money to the Minister, on demand issued by: (a) one of the following banks: (i) Australia and New Zealand Banking Group Limited; (ii) Commonwealth Bank of Australia; (iii) Macquarie Bank Limited; (iv) National Australia Bank Limited; (v) St George Bank Limited; (vi) Westpac Banking Corporation; or (b) any other financial institution approved by the Minister in his absolute discretion.
Business Day	a day on which banks are open for business generally in Sydney, and which is not a Saturday, Sunday or bank or public holiday in Sydney and specifically excluding 27, 28, 29, 30 and 31 December.
Carriageway	has the meaning given to that expression in the TIC Deed.
Completion	has the meaning given to that expression in the TIC Deed.
Complying Development Certificate	has the meaning given to that expression in the Act.
Conditions Precedent	has the meaning given to that term in the TIC Deed.
Consent Authority	has the meaning given to that expression in the Act.
Construction Certificate	has the meaning given to that expression in the Act.
Dahua 2	means Dahua Group Sydney Project 2 Pty Ltd ACN 606 391 235 of Suite 02, Level 20, 201 Elizabeth Street, Sydney NSW 2000.

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Dealing	in relation to the Land, means sell, transfer, assign, or dispose of the Land in whole or part, but excludes the entry by the Developer into a contract for the sale of a Final Lot (including a contract for an "off the plan" sale).
Dedicated Land	means the land to be transferred to RMS under the TIC Deed for the purposes of the Spring Farm Parkway.
Deed	means this document.
Designated State Public Infrastructure	has the meaning given to that expression in the LEP.
Development	the subdivision and other development of the Land for residential, commercial, industrial and related purposes and includes the subdivision of the Land into Final Lots to enable the erection of a maximum of 925 Dwellings.
Development Application	has the same meaning given to that expression in the Act.
Development Consent	has the same meaning given to that expression in the Act.
Development Contribution	the contributions to be provided by the Developer in accordance with **clause 4** and **Schedule 4**.
Dwelling	has the meaning given to that expression in the *Standard Instrument (Local Environmental Plans) Order 2006*.
Explanatory Note	means the note exhibited with a copy of this Deed when this Deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.
Education Land	has the meaning given to that expression in the Landcom and Dahua 2 VPA.

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Final Lot	means any lot created in the Development for separate residential, retail, industrial or commercial occupation and disposition and which is not: (a) intended to be further subdivided (including to create a strata or community lot); or (b) a Service Lot or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, and not being a lot created by the subdivision of the Land: (c) that is to be dedicated or otherwise transferred to the Minister or RMS; or (d) on which is situated a dwelling-house that was in existence at the date of this Deed.
Funding Amount	has the meaning given to that expression in the TIC Deed.
Funding Amount Allocation	has the meaning given to that expression in the TIC Deed.
Greater Macarthur Growth Area	means the area identified as the "Greater Macarthur Growth Area" in the *Proposed Special Infrastructure Contribution - Greater Macarthur* dated November 2018, as depicted in the plan at **Annexure C**, or if a SIC Determination is made in respect of the Land, then the area identified in that SIC Determination.
GST	has the same meaning given to that expression in the GST Law.
GST Law	has the meaning given to that expression in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Land	the parcels of land identified in **Schedule 3.**
Landcom	Landcom ABN 79 268 260 688 of Level 14, 60 Station Street, Parramatta NSW 2150.
Landcom and Dahua 2 Development	means the development identified by the Landcom and Dahua 2 VPA as the 'Development'.
Landcom and Dahua 2 VPA	means the voluntary planning agreement between the Minister, Landcom and Dahua 2 dated on or about the date of this Deed.
Law	any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local, and the common law.

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LEP	the *Campbelltown Local Environmental Plan 2015* (NSW).
LRS	NSW Land Registry Services.
Menangle Park Development Area	means the Land and the parcels of land known as the "Land" in the Landcom and Dahua 2 VPA.
Menangle Park Urban Release Area	the Urban Release Area at Menangle Park, New South Wales.
Milestone 2 Payment	means the Funding Amount Allocation for Milestone 2 under the TIC Deed.
Monetary Contribution	a cash payment to the Minister (or RMS) in the amounts required by **Schedule 4**.
Novation Deed	the deed attached at **Annexure B**.
Occupation Certificate	has the meaning given to that expression in the Act.
Overdraft Base Rate	the Commonwealth Bank of Australia's overdraft index rate as usually published by the Bank from time to time. Any change in that rate becomes effective as at the day specified in the relevant publication or, if no day is specified, the day on which the change is first published, or, if there is no such rate at any time, any substitute reference rate published by the Commonwealth Bank of Australia from time to time.
Per Dwelling SIC Amount	has the meaning given to that expression in **clause 6(b)(ii)**.
Planning Agreement	a planning agreement under section 7.4 of the Act.
Real Property Act	the *Real Property Act 1900* (NSW).
Register	the Torrens title register maintained under the Real Property Act.
Regulation	the *Environmental Planning and Assessment Regulation 2000* (NSW).
Related Body Corporate	has the meaning given to that expression in section 50 of the *Corporations Act 2001* (Cth).
RMS	Roads and Maritime Services ABN 76 236 371 088, a NSW Government agency and corporation constituted under section 46 of the *Transport Administration Act 1988* (NSW).
Satisfactory Arrangements Certificate	a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of Designated State Public Infrastructure in accordance with clause 6.1 of the LEP.

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Secretary	the Secretary of the Department of Planning, Industry and Environment or any replacement position carrying out the same or a similar role.
Security	has the meaning given to that term in the TIC Deed.
Service Lot	means a registered lot that is created for one or more of the following purposes: (a) to be dedicated or otherwise transferred to an Authority; (b) for any public utility undertaking (within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Deed; (c) for roads, open space, recreation, environmental conservation, water cycle management or riparian land management; or (d) for avoidance of doubt – association property within the meaning of the *Community Land Development Act 1989* (NSW) that is to be used for any one or more of the purposes set out in (c) above.
SIC	a special infrastructure contribution required in accordance with a SIC Determination.
SIC Credit	has the meaning given to that expression in **clause 6**.
SIC Determination	a development contribution (SIC) determined by the Minister in accordance with section 7.23 of the Act for a special contributions area that includes any part of the Land.
Strata Certificate	has the same meaning given to that expression in the *Strata Schemes Development Act 2015* (NSW).
Subdivision Certificate	has the same meaning given to that expression in the Act.
Sunset Date	has the meaning given to that term in the TIC Deed.
Tax	a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.
TIC Deed	the Transport Infrastructure Contributions Deed between RMS, Landcom, Dahua 2 and the Developer attached at **Annexure A** dated on or about the date of this Deed.
Urban Release Area	has the meaning given to that expression in the LEP.

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2 Operation and Application of this Deed

2.1 Operation

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

2.2 Planning agreement under the Act

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

2.3 Application

This Deed applies to the Land and the Development.

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

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

4 Development Contributions

4.1 Developer to provide Development Contributions

The Developer must provide, or must procure the provision of, the Development Contributions comprising the payment of the Monetary Contributions in accordance with **Schedule 4**.

4.2 Acknowledgment

The Developer acknowledges and agrees that the Minister:

(a) has no obligation to use or expend, or to require RMS (where applicable) to use or expend, the Development Contribution for a particular purpose;

(b) has no obligation to repay or provide any compensation or payment for the Development Contribution, except as provided for in the TIC Deed; and

(c) has not made any representation or warranty that, if any part of the Development Contribution is transferred, dedicated or provided to another Authority, the Development Contribution will or must be used for any particular purpose by that or any other Authority.

4.3 Conditions Precedent under the TIC Deed

(a) The parties acknowledge that the obligation for the Developer to pay all of the Monetary Contribution (Portion 1) is subject to the Conditions Precedent being satisfied (or waived in accordance with the TIC Deed) by the Sunset Date.

(b) If the Conditions Precedent are not satisfied (or waived in accordance with clause 2.2 of the TIC Deed) by the Sunset Date and the TIC Deed is

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

4.4 No satisfactory arrangements for over 925 Dwellings

For the avoidance of doubt, provision of the Development Contributions under this Deed does not enable a Satisfactory Arrangements Certificate to be issued for the subdivision of the Land to develop more than 925 Dwellings.

5 Interest for late provision of Monetary Contribution

(a) If the Developer is required to pay a Monetary Contribution under this Deed and fails to do so on the due date for provision of that Monetary Contribution, the Developer must also pay to the Minister or RMS (as instructed by the Minister) interest on the overdue amount at a rate of 2% above the Overdraft Base Rate charged by the Commonwealth Bank of Australia from time to time.

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

6 Effect of future SIC Determination

(a) This **clause 6** applies if a SIC Determination is made before the Subdivision Certificate or Strata Certificate is issued for the subdivision of land into Final Lots on which the 925th Dwelling in the Development is to be developed and the Per Dwelling SIC Amount is less than $25,000.

(b) Within 20 Business Days of the date the last Development Contribution is made, the Developer is to notify the Minister of:

(i) the number of **Post SIC Dwellings** in the Development, being 925 less the number of Dwellings for which a Subdivision Certificate or Strata Certificate had been issued as at the date of the SIC Determination;

(ii) the amount which is payable per Dwelling under the SIC Determination (or, if the SIC Determination requires contributions to be paid other than on a per Dwelling basis, the total amount of contributions that, but for this Deed, would have been payable for the Development under that SIC Determination, divided by 925) as at the date of the SIC Determination (**Per Dwelling SIC Amount**); and

(iii) the **SIC Credit**, being an amount calculated in accordance with the following formula:

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SIC Credit = Post SIC Dwellings *multiplied by* ($25,000 *less* the Per Dwelling SIC Amount)

(c) Notwithstanding any other provision in this **clause 6**, the SIC Credit accrues to the Developer once all Development Contributions obligations have been satisfied and provided that the Developer is not otherwise in material default of any of its obligations under this Deed.

(d) Once accrued to the Developer, the SIC Credit may be used by the Developer or its Related Body Corporate to satisfy an obligation to make a SIC relating to any land which is located within the Greater Macarthur Growth Area.

(e) Nothing in this **clause 6** entitles the Developer to a cash refund from the Minister for any amount paid under this Deed by the Developer.

7 Effect of termination of TIC Deed

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

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

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

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

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

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

8 Publicity

The Developer will not refuse any reasonable request by the Minister to provide copies of photographic montages, plans or other materials in the Developer's possession which are necessary to assist the Minister to publish a media release or announcement about the Development Contributions required

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under this Deed, including the TIC Deed, provided that the Developer holds sufficient intellectual property rights in those materials to allow the Minister to use them for that purpose.

9 Enforcement

9.1 Developer to provide security

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

(a) registering this Deed on the title of the Land in accordance with **clause 10**;

(b) providing Security for the Funding Amount in accordance with the TIC Deed; and

(c) providing one or more Bank Guarantees to the Minister in accordance with the terms and procedures set out in **clause 4** of **Schedule 5**.

9.2 Restrictions on subdivision

(a) The requirement to pay or make a Development Contribution by a timeframe required in this Deed constitutes a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15 of the Act, with the effect that, if the required timeframe for the provision of a Development Contribution has passed (or the Developer applies for a Subdivision Certificate which, if issued, would cause that timeframe to pass), a Subdivision Certificate may not be issued unless and until the requirement to pay or make that Development Contribution has been discharged.

(b) The Completion and opening of the Carriageway must occur in accordance with the TIC Deed prior to the issue of a Subdivision Certificate in respect of the subdivision of the Land into Final Lots on which the 1800th Dwelling in the Menangle Park Development Area is to be developed as part of the Development or the Landcom and Dahua 2 Development. The parties agree that this **clause 9.2(b)** constitutes a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15 of the Act.

(c) The requirement to transfer the Education Land by the timeframe required by the Landcom and Dahua 2 VPA (as that timeframe may be extended under that deed) constitutes a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15 of the Act, with the effect that, if the required timeframe for transfer of the Education Land has passed (or the Developer applies for a Subdivision Certificate which, if issued, would cause that timeframe to pass), a Subdivision Certificate may not be issued unless and until the requirement to transfer the Education Land is discharged.

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(d) The requirement to transfer the Dedicated Land by the timeframe required by the TIC Deed (as that timeframe may be extended under that deed) constitutes a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15 of the Act, with the effect that, if the required timeframe for transfer of the Dedicated Land has passed (or the Developer applies for a Subdivision Certificate which, if issued, would cause that timeframe to pass), a Subdivision Certificate may not be issued unless and until the requirement to transfer the Dedicated Land is discharged.

9.3 Restriction on Construction Certificates

(a) If, for any reason, the TIC Deed is terminated before the Developer's obligation to provide the Funding Amount and the Dedicated Land has been fully satisfied under the TIC Deed, a Construction Certificate must not be issued for subdivision work and building work comprising the erection of a Dwelling on a Final Lot as part of the Development unless:

(i) the Developer has fulfilled its Development Contribution obligations in accordance with **Schedule 4** in so far as they relate to the part of the Land on which the Dwelling is to be erected, including, if applicable, in respect of the timing for the transfer of the Education Land and Dedicated Land; and

(ii) Development Contributions of a proportionate value have been made under this Deed and by reference to the notional contribution rate under this Deed of $25,000 per Dwelling.

(b) The parties agree that this **clause 9.3** constitutes a restriction on the issue of a Construction Certificate within the meaning of clause 146A of the Regulation.

10 Land ownership and registration of Deed

10.1 Land ownership

The Developer represents and warrants that the Developer is the registered proprietor of the Land.

10.2 Registration of Deed

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

(a) the consent of each person, as required by the Registrar-General, who:

(i) has an estate or interest in the Land registered under the Real Property Act; or

(ii) is seized or possessed of an estate or interest in the Land,

to the registration of this Deed on the title of the Land and to the terms of this Deed;

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(b) the execution of any documents required to enable registration of this Deed on the title of the Land;

(c) the production of the certificates of title for the Land; and

(d) the lodgement for registration of this Deed by the Registrar-General in the relevant folios of the Register for the Land.

10.3 Evidence of registration

The Developer must provide the Minister with:

(a) evidence of the lodgement of this Deed pursuant to **clause 10.2(d)** within 10 Business Days of such lodgement at the LRS; and

(b) a copy of the relevant folios of the Register and a copy of all registered dealings for the Land within 10 Business Days of registration of this Deed.

10.4 Right to lodge caveat

(a) Subject to **clause 10.4(b)**, until such time as this Deed is registered on the title of the Land in accordance with **clause 10.2**, the Developer acknowledges that this Deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.

(b) If the Minister lodges a caveat in accordance with **clause 10.4(a)**, then the Minister will do all things reasonably necessary to:

(i) ensure that the caveat does not prevent or delay the registration of this Deed; and

(ii) remove the caveat from the title to the Land promptly, following registration of this Deed in accordance with **clause 10.2**.

(c) If the Developer has failed or has been unable to comply with **clause 10.2** within the time frames specified in that clause, the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under **clause 10.4(a)** to lodge and withdraw a caveat(s) (as applicable).

10.5 Release and discharge of Deed

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

(b) After the Developer has satisfied its obligations to provide the Development Contributions in accordance with this Deed, the Minister will do all things reasonably required by the Developer to have the Registrar-General remove this Deed from the relevant folio(s) of the Register.

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(c) From time to time, the Developer may request that the Minister facilitate the progressive release and removal of this Deed from the relevant folio(s) of the Register for any part of the Land for which a Subdivision Certificate or Strata Certificate has been issued. For the avoidance of doubt, a request may be made under this **clause 10.5(c)** in advance of the issue of the relevant Subdivision Certificate or Strata Certificate.

(d) The request under **clause 10.5(c)** must be accompanied by:

(i) a table identifying the number of:

(A) Dwellings for which a Subdivision Certificate or a Strata Certificate has been issued for each stage of the Development;

(B) Dwellings proposed to be developed as part of the Development on the part of the Land to which the request under **clause 10.5(c)** relates; and

(C) Occupation Certificates which have been issued for the Development; and

(ii) an aerial photograph of the Development with sufficient detail to show the number of Dwellings on the Land.

(e) Within 30 Business Days of receipt of a request from the Developer under **clause 10.5(b)** and:

(i) any additional period of time during which the Minister, acting reasonably, has requested further information from the Developer which is necessary for the Minister to consider the Developer's request and the Developer has not provided that information; and

(ii) for a request made in advance of the issue of a Subdivision Certificate or Strata Certificate, within a further 5 Business Days after the Minister is provided with a copy of the relevant Subdivision Certificate or Strata Certificate,

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

(iii) that if the required timeframe for provision of a Development Contribution under this Deed has passed, that the requirement to pay or make that Development Contribution has been discharged;; and

(iv) that:

$$\frac{\$DCV}{\$23,125,000} \geq \frac{N}{925}$$

Where:

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

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

(v) that the Developer is not otherwise in material default of any of its obligations under this Deed.

(f) Notwithstanding any other provision in this Deed, the Developer must not request a release and discharge of this Deed under this **clause 10.5**:

(i) if the required timeframe for transfer of the Education Land under the Landcom and Dahua 2 VPA has passed (as that timeframe may be extended under that deed), and the requirement to transfer the Education Land is not discharged;

(ii) if the required timeframe for transfer of the Dedicated Land under the TIC Deed has passed (as that timeframe may be extended under that deed), and the requirement to transfer the Dedicated Land is not discharged; and

(iii) for the part of the Land on which the 1801st Dwelling will be developed in the Menangle Park Development Area as part of the Development or the Landcom and Dahua 2 Development unless the Carriageway is completed and open to be public.

(g) The Minister may, but has no obligation to, agree to the release and discharge of this Deed from the whole or any part of the Land under this **clause 10.5**, on the basis of Security provided, and contributions paid, for the Milestone 2 Payment under the TIC Deed, in circumstances where a construction contract for the Carriageway has not been awarded.

11 Dispute Resolution

11.1 Not commence

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

11.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this Deed must give written notice to the other party specifying the nature of the dispute and requiring the dispute be addressed in accordance with this **clause 11**.

11.3 Attempt to resolve

On receipt of a notice under **clause 11.2**, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

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11.4 Mediation

If the parties do not agree within 21 Business Days of receipt of a notice under **clause 11.2** (or any further period agreed in writing by them) as to:

(a) the dispute resolution technique and procedures to be adopted;

(b) the timetable for all material steps in those procedures; or

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

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

11.5 Court proceedings

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

11.6 Use of information

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

11.7 No prejudice

This **clause 11** does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Deed.

11.8 Continued performance of obligations

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

12 GST

12.1 Definitions

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

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12.2 Intention of the parties

The parties intend that:

(a) Divisions 81 and 82 of the GST Law apply to the supplies made under and in respect of this Deed; and

(b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

12.3 Reimbursement

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

12.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are exclusive of GST . Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of **clause 12.5**.

12.5 Additional Amounts for GST

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

(a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and

(b) the Developer provides a Tax Invoice to the Minister.

12.6 Non monetary consideration

Clause 12.5 applies to non-monetary consideration.

12.7 Assumptions

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

12.8 No merger

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

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13 Assignment and Dealings

13.1 Assignment or novation by Developer

(a) Prior to a proposed assignment or novation of its rights or obligations under this Deed, the Developer must seek the written consent of the Minister and:

(i) satisfy the Minister, acting reasonably, that the person to whom the Developer's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Developer's obligations under this Deed insofar as those obligations are to be novated to the Incoming Party;

(ii) satisfy the Minister, acting reasonably, that the Developer is not in material breach of its obligations under this Deed; and

(iii) procure the execution of an agreement with the Minister, the Developer and the Incoming Party substantially in the form of the Novation Deed.

(b) The Minister may impose reasonable conditions on the Minister's entry into the Novation Deed under **clause 13.1(a)(iii)** including requirements that the Incoming Party provide additional security to that identified in **clause 9.1** and that the Incoming Party indemnify the Minister in respect of any breach of this Deed by the Incoming Party.

(c) The Developer must pay the Minister's reasonable costs incurred under this **clause 13.1** including legal costs and disbursements.

13.2 Assignment by Minister

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

13.3 Dealings with the Land

(a) Subject to **clause 13.3(b)**, the Developer must not enter into any Dealing with a third party (**Transferee**) relating to its interest in the Land unless before the Dealing is entered into with the Transferee:

(i) the Developer satisfies the Minister (acting reasonably) that the proposed Transferee is financially capable of complying with the Developer's obligations under this Deed;

(ii) the Transferee enters into a deed in favour of the Minister substantially in the form of the Novation Deed, under which the Transferee agrees to comply with the Developer's obligations under this Deed as if the Transferee was the Developer;

(iii) any default by the Developer under this Deed has been remedied by the Developer, unless that default has been waived expressly by the Minister (or RMS as the case may be) in writing; and

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(iv) the Developer and the Transferee pay all costs reasonably incurred by the Minister in relation to that Dealing, including legal costs on a GST inclusive basis.

(b) **Clause 13.3(a)** does not apply to any portion(s) of the Land in respect of which the Minister has granted a release pursuant to **clauses 10.5(c)** to **(f)**.

14 Capacity

14.1 General warranties

(a) Each party warrants to the other party that:

(i) this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and

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

(b) The Developer represents and warrants to the Minister that:

(i) it is duly registered and remains in existence;

(ii) the execution, delivery and performance of this Deed does not violate its constitution or any Law applying to it;

(iii) the execution, delivery and performance of this Deed does not violate any Law, or any document or agreement to which it is a party or which is binding on it or the Land, including any matters or interests not registered on the title of the Land;

(iv) any document or agreement to which it is a party or which is binding on it or any of its assets, including any matters or interests not registered on the title of the Land, does not in any way limit its ability to perform its obligations under this Deed; and

(v) no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or, to its knowledge, threatened, which, if adversely determined, would or could have a material adverse effect on it or the Land, which has not been advised in writing to the Minister.

14.2 Power of attorney

If an attorney executes this Deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

15 Reporting Requirement

(a) The Developer must provide at least 20 Business Days' written notice to the Minister of any application for a Construction Certificate, Occupation

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Certificate, Subdivision Certificate or Strata Certificate in relation to the Development.

(b) If any part of the Development is to be carried out without the need for a Subdivision Certificate, Strata Certificate or a Construction Certificate, and which triggers any obligation under this Deed, then the Developer must provide at least 20 Business Days' written notice to the Minister of the date of:

(i) the proposed commencement of that part of the Development; and

(ii) the date of any application for a Complying Development Certificate in respect of that part of the Development.

(c) On 1 September of each year, until the Development is complete, the Developer must deliver to the Secretary a report which must include those matters set out below:

(i) a description of the status of the Development and the provision of the Development Contributions;

(ii) a forecast in relation to the anticipated progression and completion of the Development;

(iii) an estimated date for when the Developer expects any application for a Subdivision Certificate to be submitted for the Development in respect of any part of the Land;

(iv) the estimated and actual number of Dwellings created and Occupation Certificates granted to date as part of the Development;

(v) an indicative forecast of the number of Dwellings estimated for completion as part of the Development over the next 5 years; and

(vi) the actual or expected (as applicable) land uses for the Land as part of the Development.

(d) Within five Business Days following receipt of a written request from the Secretary, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary, are necessary for the Secretary to assess the status of the Development.

16 General Provisions

16.1 Liability

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

16.2 Entire agreement

This Deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

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16.3 Inconsistency

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

16.4 Variation

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

16.5 Waiver

A right created by this Deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

16.6 Further assurances

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

16.7 Time for doing acts

(a) If:

(i) the time for doing any act or thing required to be done; or

(ii) a notice period specified in this Deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5.00pm on the specified day, it is taken to have been done on the following Business Day.

16.8 Governing law and jurisdiction

(a) The laws applicable in New South Wales govern this Deed.

(b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

16.9 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

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16.10 Preservation of existing rights

The expiration or termination of this Deed does not affect any right that has accrued to a party before the expiration or termination date.

16.11 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

16.12 Counterparts

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

16.13 Relationship of parties

Unless otherwise stated:

(a) nothing in this Deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and

(b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

16.14 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Deed.

16.15 No fetter

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

16.16 Explanatory Note

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

16.17 Costs, expenses and stamp duty

(a) The Developer must pay its own and the Minister's reasonable GST inclusive legal and valuation costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed.

(b) The Developer must pay for all reasonable costs and expenses associated with the giving of public notice of this Deed and the Explanatory Note in accordance with the Regulation.

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(c) The Developer must pay all Taxes assessed on or in respect of this Deed and any instrument or transaction required or contemplated by or necessary to give effect to this Deed.

(d) The Developer must provide the Minister with bank cheques in respect of the Minister's costs pursuant to **clauses 16.17(a)** and **(b)**:

(i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution of this Deed, on the date of execution of this Deed; or

(ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 10 Business Days of demand by the Minister for payment.

16.18 Notices

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

(i) hand delivered;

(ii) sent by email; or

(iii) sent by prepaid ordinary mail within Australia.

(b) A Notice is given if:

(i) hand delivered, on the date of delivery;

(ii) sent by email during any Business Day, on the date that the sending party's email records indicate the email was sent, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee; or

(iii) sent by prepaid ordinary mail within Australia, on the date that is 5 Business Days after the date of posting.

16.19 Interpretation

In this Deed unless the context clearly indicates otherwise:

(a) A reference to the **Minister**, includes a reference to the Secretary and any person specifically nominated by the Minister for the purposes of this Deed or for Planning Agreements generally to which the Minister is a party;

(b) a reference to **this Deed** or another document means this Deed or that other document and any document which varies, supplements, replaces, assigns or novates this Deed or that other document;

(c) a reference to **legislation**, a **legislative or other instrument** (such as a local environmental plan) or a **legislative provision** includes any modification, amendment or substitution of that legislation, instrument or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

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(d) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;

(e) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this Deed;

(f) **clause headings**, **the introduction** and the **table of contents** are inserted for convenience only and do not form part of this Deed;

(g) the **schedules** and **annexures** form part of this Deed;

(h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;

(i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;

(j) a reference to a **corporation** includes its successors and permitted assigns;

(k) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Deed;

(l) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;

(m) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;

(n) **including** and **includes** are not words of limitation;

(o) a word that is derived from a defined word has a corresponding meaning;

(p) **monetary amounts** are expressed in Australian dollars;

(q) the singular includes the plural and vice-versa;

(r) words importing one gender include all other genders;

(s) a reference to a thing includes each part of that thing; and

(t) neither this Deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

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Schedule 1

Requirements under the Act

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

Table 1 – Requirements under section 7.4 of the Act

Requirement under the Act	This Deed
Planning instrument and/or development application – (section 7.4(1)) The Developer has:	
(a) sought a change to an environmental planning instrument.	(a) Yes
(b) made, or proposes to make, a Development Application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) N/A
Description of land to which this Deed applies – (section 7.4(3)(a))	See **Schedule 3**
Description of development to which this Deed applies – (section 7.4(3)(b))	The Development as defined in **clause 1**.
The scope, timing and manner of delivery of contribution required by this Deed – (section 7.4(3)(c))	See **Schedule 4**.
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(3)(d))	The application of sections 7.11 and 7.12 of the Act are not excluded in respect of the Development.
Applicability of section 7.24 of the Act – (section 7.4(3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this	The Development Contributions to

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Requirement under the Act	This Deed
Deed if section 7.11 applies – (section 7.4(3)(e))	be provided by the Developer under this Deed must not be taken into consideration in determining a development contribution in respect of the Development under section 7.11 of the Act.
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See **clause 11**.
Enforcement of this Deed – (sections 7.4(3)(g) and 7.6)	See **clauses 5, 9.1, 9.3** and **10**.
No obligation to grant consent or exercise functions – (section 7.4(10))	See **clause 16.15**.

Table 2 – Other Matters

Requirement under the Act or Regulation	This Deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see **clause 9.3**)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the	Yes

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Requirement under the Act or Regulation	This Deed
Regulation)	

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Schedule 2

Address for Service (clause 1)

Minister

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

Developer

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

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Schedule 3

Land (clause 1)

	Registered Proprietor	Lot	Deposited Plan	Folio Identifier
1.	Dahua Group Sydney Project 3 Pty Ltd	3	DP236059	3/236059
2.	Dahua Group Sydney Project 3 Pty Ltd	124	DP1097090	124/1097090
3.	Dahua Group Sydney Project 3 Pty Ltd	7	DP787284	7/787284
4.	Dahua Group Sydney Project 3 Pty Ltd	1	DP727098	1/727098
5.	Dahua Group Sydney Project 3 Pty Ltd	1	DP708770	1/708770
6.	Dahua Group Sydney Project 3 Pty Ltd	1	DP707225	1/707225
7.	Dahua Group Sydney Project 3 Pty Ltd	1	DP249393	1/249393
8.	Dahua Group Sydney Project 3 Pty Ltd	33	DP1101983	33/1101983
9.	Dahua Group Sydney Project 3 Pty Ltd	31	DP1101983	31/1101983
10.	Dahua Group Sydney Project 3 Pty Ltd	125	DP1097138	125/1097138
11.	Dahua Group Sydney Project 3 Pty Ltd	1	DP1247661	1/1247661

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Schedule 4

Development Contribution (clause 4)

1 Development Contribution

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

Column A: Development Contribution	Column B: Value	Column C: Timing
Monetary Contribution (Portion 1)	The Funding Amount payable by the Developer in respect of the Land, in accordance with the TIC Deed, being $23,000,000 or, if another amount is specified as a result of the adjustment to the Funding Amount Allocation pursuant to clause 5.4 of the TIC Deed, then that amount.	In accordance with clause 5 and Column 3 of Annexure B to the TIC Deed.
Monetary Contribution (Portion 2)	$125,000	Upon execution of this Deed.

2 Monetary Contributions

The Developer must pay:

(a) the Monetary Contribution (Portion 1) by way of payment of the Funding Amount to RMS in accordance with the TIC Deed; and

(b) the Monetary Contribution (Portion 2) by way of payment to the Minister upon execution of this Deed.

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Schedule 5

Security Terms

1 Provision of Security

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

2 Security for the Development Contributions

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

(a) **clause 9.1(c) and clause 9.2** of this Deed;

(b) **clause 9.3** of this Deed;

(c) **clause 10** of this Deed; and

(d) **clause 4** of this **Schedule 5**.

3 Security under the TIC Deed

(a) At the date of this Deed the Developer (in addition to Landcom and Dahua 2) has entered into a TIC Deed with RMS.

(b) The Minister accepts the Security provided under the TIC Deed and the Security provided under **clause 4** of this **Schedule 5** by the Developer as security for the performance of the Developer's obligation under this Deed to provide the Monetary Contribution (Portion 1).

4 Bank Guarantee

(a) Upon execution of this Deed, the Developer must provide to the Minister one or more Bank Guarantees with a total face value of $200,000, as security for the provision of the Development Contributions.

(b) Each Bank Guarantee provided by the Developer to the Minister under this Deed must:

(i) name the "Minister for Planning and Public Spaces ABN 20 770 707 468" as the relevant beneficiary; and

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(ii) not have an expiry date.

(c) The Minister may call upon any Bank Guarantees or may request RMS to call on any Security under the TIC Deed where the Developer has failed to comply with this Deed and the Minister may retain monies obtained from that Bank Guarantee or Security and apply those monies towards the costs and expenses incurred by the Minister in rectifying such failures by the Developer. Any expended costs and expenses incurred by the Minister in rectifying such failures by the Developer becomes a debt due and payable promptly on demand.

(d) Prior to calling upon the Bank Guarantees or Security provided by the Developer under this **Schedule 5**, the Minister must give the Developer not less than 10 Business Days' written notice.

(e) If the Minister:

(i) calls upon the Bank Guarantees or Security in accordance with **clause 4** of this **Schedule 5**; and

(ii) applies all or part of the moneys obtained from that call in the manner authorised in **clause 4** of this **Schedule 5**,

then

(iii) the Minister must notify the Developer in writing of the amount of the call; and

(iv) promptly after receiving that notice, the Developer must provide to the Minister or RMS (as the case may be) a replacement Bank Guarantee or Security to ensure that the Developer complies with **clause 4(a)** of this **Schedule 5**.

(f) If:

(i) the Developer has made the Development Contributions as required by this Deed;

(ii) the Developer provides the Minister with written notice containing:

(A) evidence that the Monetary Contributions have been paid; and

(B) a request for return of the Bank Guarantees or Security held by the Minister; and

(iii) the Minister is satisfied that those circumstances have occurred,

(g) then the Minister must promptly return those Bank Guarantees or Security held by the Minister (less any costs, charges, duties and Taxes payable), or if there has been a call on those Bank Guarantees in accordance with this Deed, the remainder of the monies secured by those Bank Guarantees or Security, to the Developer The release of a Bank Guarantee or Security under this **Schedule 5** may involve the substitution of a Bank Guarantee or Security with another Bank Guarantee or Security having a different face value.

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5 Right to Call for Additional Security

(a) If the Developer breaches any of its obligations under this Deed including the TIC Deed or fails to provide, increase or maintain the Bank Guarantee or Security under this Deed, including the TIC Deed:

(i) any such breach will constitute a material breach of this Deed; and

(ii) the Minister may provide written notice to the Developer requesting that the Developer provide a Bank Guarantee to the Minister for an amount determined by the Minister, acting reasonably, that will rectify the Developer's breach of this Deed or the TIC Deed and ensure that sufficient Security is available for the Monetary Contributions.

(b) Within 10 Business Days following receipt of a written notice pursuant to **clause 5(a)** of this **Schedule 5**, the Developer must provide the Bank Guarantee to the Minister.

6 Right to Call for Security

If, for any reason:

(a) RMS does not call on any Security under the TIC Deed;

(b) that Security has been relied on by the Secretary to enable the issue of a Subdivision Certificate or otherwise to allow the Minister to provide a release and discharge of the Deed under **clause 10.5**; and

(c) RMS advises the Minister that it does not intend to call on that Security,

then the Minister may call on that Security for such an amount so that sufficient Development Contributions have been made under this Deed for the number of Dwellings on the Land from which this Deed has been released and discharged.

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Execution

Executed as a deed.

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

Signature of Witness

AMANDA BEAUMONT
Name of Witness (print)

Signature of Minister

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

EXECUTED by **Dahua Group Sydney Project 3 Pty Ltd** ACN 606 391 922 in accordance with s127(1) of the *Corporations Act 2001* (Cth):)

~~Company Secretary~~/Director

Director

Ye Fan
Name of ~~Company Secretary~~/Director (print)

Yuxing Li
Name of Director (print)

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Annexure A

TIC Deed

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Roads and Maritime Services

Landcom

Dahua Group Sydney Project 2 Pty Ltd

Dahua Group Sydney Project 3 Pty Ltd

Menangle Park - Spring Farm Parkway Transport Infrastructure Contributions Deed

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Date

Parties

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

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

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

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

Background

A Landcom owns the Property B Land.

B Dahua 2 and Dahua 3 respectively own the Property A Land and the Dahua Land.

C Landcom and Dahua 2 have entered into a put and call option agreement for Landcom to sell, and for Dahua 2 to purchase, the Property B Land.

D Landcom and the Dahua Group have agreed to contribute to the funding, procuring and carrying out of the Required Works.

E To facilitate the delivery of the Required Works, Landcom and Dahua 3 will:

(a) pay, or pay and provide Security for, the Funding Amount to RMS upon satisfaction of the Milestones; and

(b) transfer the Dedicated Land to RMS,

in accordance with this Deed.

F Initial funding for development of the Project to Final Business Case and delivery readiness will be made from the Housing Acceleration Fund Round 4 contribution of $30 million committed to planning and construction of the Project.

G The combined contributions from Landcom and Dahua 3 to the funding of the Required Works is capped at $86 million and Housing Acceleration Fund Round 4 contributions to the funding of the Required Works is capped at $30 million, unless otherwise agreed in writing between RMS, Landcom, Dahua 3 and the Department.

H RMS will carry out the Required Works in accordance with this Deed.

I The objective of the Required Works is to provide access to support the Development.

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J RMS will undertake project development and work within the INSW assurance gateway framework to confirm the specifications, project estimate and program for delivery of the Project.

K While the Landcom design and cross-section is being used generally as a guide for the Required Works, both can be varied to facilitate delivery of the Project within the total amount of funding available.

L The parties will agree an indicative program for the procurement and Final Completion of the Required Works.

M RMS will use best endeavours to complete the Carriageway and as much of the other Required Works as possible by the Target End Date, up to the total amount of funding available for the Required Works and subject to the terms of this Deed.

N Landcom's and the Dahua Group's contribution to the funding, procuring and carrying out of the Required Works and the value of the Dedicated Land to be transferred to RMS are provided as part of arrangements which are intended to enable the Secretary of the Department of Planning and Environment to issue Satisfactory Arrangements Certificates regarding the provision of Designated State Public Infrastructure under clause 6.1 of the *Campbelltown Local Environmental Plan 2015 (NSW)* for the Development.

O The parties have otherwise agreed to the matters in this Deed.

Agreed terms

1 Interpretation

1.1 Definitions

In this Deed these terms have the following meanings:

Additional Dedicated Land means

(a) those parts of the Available Land which is identified by RMS, acting reasonably; and

(b) and any other land agreed between the parties in writing,

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

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

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

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

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

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

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

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

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

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

Council means Campbelltown City Council.

Dahua Group means Dahua 2 and Dahua 3.

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

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

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

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

Department means the Department of Planning & Environment.

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

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

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

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

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

Environmental Law means any law relating to the environment.

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

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

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

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

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

(a) intended to be further subdivided (including to create a strata or community lot);

(b) a Service Lot or a lot of a kind created for a purpose that is otherwise agreed by the Minister for Planning and the Developer;

(c) to be dedicated or otherwise transferred to the Minister for Planning, or his or her nominated transferee;

(d) a lot on which a dwelling house is situated that was in existence at the date of this Deed.

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

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

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

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

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

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

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

HAF means the Housing Acceleration Fund.

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

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

INSW means Infrastructure NSW.

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

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

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

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

Law means:

(a) any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local;

(b) the common law;

(c) any Approval (including any condition or requirement under an Approval); and

(d) any standards, criteria and guidelines made or approved by the NSW Environment Protection Authority in relation to Contamination or the Remediation of Contamination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Security or **Securities** means:

(a) for the Dahua Group – an unconditional undertaking or certificate in a form acceptable to RMS and given by a bank or other financial institution regulated by the Australian Prudential Regulation Authority and acceptable to RMS;

(b) for Landcom – a letter of undertaking in a form acceptable to RMS and naming the Minister for Planning and the Department as beneficiaries.

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

(a) to be dedicated or otherwise transferred to an Government Authority;

(b) for any public utility undertaking (within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Deed;

(c) for roads, open space, recreation, environmental conservation, water cycle management or riparian land management;

(d) for avoidance of doubt – association property within the meaning of the *Community Land Development Act 1989* (NSW) that is to be used for any one or more of the purposes set out in (c) above.

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

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

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

Target End Date means:

(a) if the Relevant VPAs are executed before 3 February 2020, the date that is:

(i) 33 months after the date on which Relevant VPAs have been executed by the parties to the Relevant VPAs; or

(ii) 48 months from the date this Deed is executed by the parties,

whichever is the latest; or

(b) if the Relevant VPAs are executed on or after 3 February 2020, the date that is up to:

(iii) 36 months after the date on which Relevant VPAs have been executed by the parties to the Relevant VPAs; or

(iv) 51 months from the date this Deed is executed by the parties,

whichever is the latest.

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

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

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

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(a) to maintain the slope and stability of land adjoining the Required Works and the support provided to the Required Works (**easement for batters**); or

(b) for the purposes of draining water (**easement for drainage**), or

(c) for both (a) and (b) above,

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

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

(a) Final Completion of the Required Works has occurred; or

(b) all of the Funding Amount and HAF Funding have been spent on the Required Works.

1.2 Interpretation

In this Deed:

(a) if any clause of this Deed is genuinely capable of different interpretations, the interpretation which reflects the intentions of the parties as set out in **clause 3** is to be preferred;

(b) clause headings are for convenience only and will be ignored in the interpretation of this Deed;

(c) references to a party include the successors and permitted assigns of that party;

(d) words importing the singular include the plural and words importing the plural include the singular;

(e) words importing a person include a corporation, firm or body corporate;

(f) nothing contained in this Deed will be deemed or construed as creating the relationship of partnership or joint venture of any kind;

(g) references to a month mean a calendar month;

(h) references to any document include any permitted amendment, supplement to or replacement or novation of this Deed;

(i) references to any legislation or to any section or provision of any legislation includes any:

(i) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision;

(ii) ordinances, by-laws, regulations and other statutory provision substituted for that legislation, section or provision;

(j) no waiver of any breach of this Deed or of any of its terms will be effective unless the waiver is in writing and signed by the party against whom the waiver is claimed, and no waiver of any breach will operate as a waiver of any other breach or subsequent breach;

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(k) other grammatical forms of defined words or expressions have corresponding meanings; and

(l) 'including' and similar expressions are not words of limitation.

1.3 A party and its Personnel

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

1.4 Order of precedence

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

2 Operation of this Deed

2.1 Conditions Precedent

(a) This Deed commences on the date of this Deed except for the following provisions, which will not commence unless and until the Conditions Precedent have been satisfied (or waived in accordance with **clause 2.2**):

(i) clause 4 (Required Works);

(ii) clause 5.2 (Milestone 2)

(iii) clause 5.3 (Security in lieu of payment for Milestone 2);

(iv) clause 5.4 (Reconciliation);

(v) clause 7.2 (Subdivision or Boundary Adjustment of Additional Dedicated Land);

(vi) clause 7.3(Transfer of Dedicated Land);

(vii) clause 8 (Easement for Batter or Drainage);

(viii) clause 9 (Reporting by RMS); and

(ix) Annexure B (Milestones and Contributions) (except in respect of Milestone 1).

(b) The Conditions Precedent are:

(i) the associated funding request from HAF for the HAF Funding for carrying out the Required Works be approved by the NSW Government; and

(ii) the Relevant VPAs are executed by the parties to the Relevant VPAs.

(c) If the Conditions Precedent are not satisfied (or waived in accordance with **clause 2.2**) by the Sunset Date then:

(i) any party may terminate this Deed immediately on written notice to the other parties and the Department;

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(ii) within 20 Business Days of the termination of this Deed pursuant to **clause 2.1(c)(i)**, RMS must repay to Landcom any part of the Milestone 1 Payment less the total of the following amounts:

(A) any amount which RMS has committed or spent; and

(B) any amount which is specified in the Relevant VPAs as an amount which may be retained for the purposes of this **clause 2.1(c)(ii)(B)**.

(iii) no party is entitled to make any claim against another arising out of or in connection with the termination of this Deed under **clause 2.1(c)(i)**.

2.2 Waiver of Conditions Precedent

The parties agree that:

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

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

3 Intention of the parties

3.1 General intent

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

3.2 Specific intent

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

(a) the carrying out of the Required Works by RMS;

(b) the payment of the Funding Amount by Landcom and Dahua 3 to RMS; and

(c) the transfer of the Dedicated Land by Landcom and Dahua 2 to RMS,

in accordance with, and subject to, this Deed.

4 Required Works

4.1 Carrying out of the Required Works

(a) RMS must:

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(i) use best endeavours to procure the carrying out of as much of the Required Works as possible (whilst prioritising delivery of the Carriageway) up to the total of the Funding Amount and the HAF Funding available for the Required Works in accordance with the Indicative Program; and

(ii) in carrying out the Required Works, comply with all Approvals, Laws and requirements of all Government Agencies affecting the Required Works.

(b) RMS is not required to expend more money on the Required Works than the total of the Funding Amount and the HAF Funding received by it for the Required Works and may elect, subject to **Annexure F**, to vary the specifications of the Required Works to ensure that the balance of the Required Works can be carried out for an amount equal to or less than the total of the Funding Amount and the HAF Funding received by RMS.

(c) Without limiting the terms of **Annexure F**, RMS will consider any recommendations from Dahua 2 or Dahua 3 and Landcom on the concept design for the Required Works and any recommendations which are agreed by RMS prior to submission of the Final Business Case for NSW Government approval will be documented in the Final Business Case. Dahua 2, Dahua 3 and Landcom acknowledge that RMS may propose changes to the timing set out for the carrying out and Completion of the Required Works in the Indicative Program to take into account of delays, including delays beyond the control of RMS such as delays on the part of the Developers in paying the Funding Amount or in transferring the Dedicated Land to RMS, or to the commencement of the Relevant VPAs promptly after the commencement of this Deed.

(d) At a minimum, and notwithstanding anything else in this Deed, the Carriageway will be delivered to ensure vehicular access via a public road or road to be dedicated as a public road to the Property A Land, the Property B Land and the Dahua Land for the Development.

(e) RMS must issue to each of the Developers:

(i) a Final Completion Notice as soon as reasonably practicable after Final Completion of the Required Works has occurred; and

(ii) a Funding Amount End Notice as soon as reasonably practicable after all of the Funding Amount and the HAF Funding have been spent, if the Required Works have not been completed at that time and RMS is unable to complete the Required Works.

(f) RMS must ensure that the land comprising the Carriageway, and as much of any other Required Works as is reasonably practicable, is dedicated as a public road under the *Roads Act 1993* as soon as practicable after the Target End Date or, if that is not practicable, then as soon as practicable after that date (having regard to the terms of this Deed).

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4.2 Acknowledgement

The parties acknowledge and agree that:

(a) RMS is solely responsible for, and takes all risks with respect to:

(i) obtaining all Approvals which are relevant in order to carry out the Required Works; and

(ii) the procurement, design, construction, security, safety and insurance of the Required Works;

(b) RMS is not responsible for:

(i) Landcom's and Dahua 3's obligations with respect to contributing to the funding of the Required Works in accordance with this Deed;

(ii) the cost of any additional works requested of RMS by Landcom or the Dahua Group; and

(iii) providing or obtaining any additional funding for the Required Works;

(c) the Required Works do not include the provision of noise walls and provision for noise walls has not been made in the Dedicated Land;

(d) the Dahua Group and Landcom are solely responsible for, and take all risks with respect to:

(i) obtaining all Approvals which are relevant in order to construct any noise walls which may be required along the Carriageway; and

(ii) the procurement, design, construction, security, safety and insurance of any noise walls which may be required along the Carriageway;

(e) in carrying out the Development, the Dahua Group and Landcom must prevent runoff (both piped and overland) from Catchment A and Catchment C as shown on the plan in **Annexure J** discharging onto the Carriageway via Spine Road for storm events up to 1% (1 in 100) annual exceedance probability in intensity;

(f) the final concept design and the anticipated Cost of the Required Works (inclusive of a reasonable contingency) based on final concept design (not detailed design) will be set out in the Project's Final Business Case submitted to INSW for assurance review and NSW Government Approval; and

(g) this Deed is not to be construed in any way as a contract for the provision of construction work in respect of the Required Works or otherwise. Notwithstanding that the parties agree that this Deed is not a construction contract, the parties agree that if this Deed is found to be a construction contract, it is a construction contract under which it is agreed that the consideration payable for construction work carried out under the contract is to be calculated otherwise than by reference to the

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

4.3 Indicative Program

(a) RMS agrees to prepare an indicative program:

(i) identifying the Target End Date for the opening of the Carriageway to traffic and completion of as much of the other Required Works as possible; and

(ii) which addresses the timing for the carrying out, completion and Final Completion of the Required Works (in particular the anticipated timing for each of the Milestones).

(the Indicative Program)

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

4.4 Formation of Spring Farm SRG

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

4.5 Intellectual Property Rights in the Deliverables

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

5 Payment and administration of Funding Amount

5.1 Milestone 1

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

5.2 Milestone 2

(a) Landcom and Dahua 3 must pay the Funding Amount Allocations for Milestone 2 to RMS on or by the Funding Date in accordance with and subject to this **clause 5**.

(b) Other than Milestone 1, Landcom and Dahua 3 have no obligation to pay any Funding Amount Allocation to RMS until RMS has complied with **clause 5.2(c)**.

(c) Each of Landcom and Dahua 3 will pay the relevant Funding Amount Allocation to RMS after each of the following has occurred:

(i) for each Milestone, RMS has served a written notice on Landcom and Dahua 3 requiring payment of the Funding Amount Allocation,

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

(ii) RMS has provided Landcom and Dahua 3 (as the case may be) with a valid tax invoice in respect of the relevant amount.

(d) Landcom and Dahua 3 agree that the report provided by RMS under **clause 9.1** is reasonable evidence of achievement, and anticipated achievement, of the relevant Milestone.

5.3 Security in lieu of payment for Milestone 2

(a) Subject to **clause 5.2**, on or before the Funding Date in respect of Milestone 2, each of Landcom and Dahua 3 must either:

(i) pay to RMS the total Funding Amount Allocation applicable to Milestone 2; or

(ii) pay to RMS the Funding Amount Allocation applicable to Milestone 2a and provide Security in an amount equal to the total Funding Amount Allocation for Milestones 2b to 2d payable by the party in Column 5 of the table in **Annexure B**.

(b) Each of Landcom and Dahua 3 may provide multiple Securities to RMS provided:

(i) the amount of each Security reflects the Funding Amount Allocation payable for the relevant sub-milestone under Milestone 2;

(ii) the total amount of the Securities equals the total Funding Amount Allocation payable by that party for Milestones 2b to 2d; and

(iii) all Securities are provided by the Funding Date for Milestone 2.

(c) Where **clause 5.3(a)(ii)** applies:

(i) Landcom and Dahua 3 must pay to RMS the Funding Amount Allocation for each of Milestones 2b to 2d by no later than the Funding Date for each of those Milestones; and

(ii) Within 20 Business Days of receipt of the whole of the Funding Amount Allocation for each of Milestone 2b to 2d, RMS must return the relevant Security for that Funding Amount Allocation to Landcom and Dahua 3, as the case may be. RMS must use all reasonable endeavours to return the relevant Security as soon as possible within the 20 Business Day period.

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(d) If Landcom or Dahua 3 breach any of their respective obligations to pay all or part of their Funding Amount Allocations under this Deed, RMS may immediately call on the Security or Securities provided by the relevant party without notice in order to obtain all or part of the Funding Amount Allocation which is due and payable at that time.

(e) If Dahua 3 provides Security to RMS, Dahua 3 agrees that RMS may, at any time prior to RMS calling on the Security or the Security is returned to Dahua 3, require Dahua 3 to replace the Security if the credit rating of the bank or financial institution changes after the date the Security was issued.

5.4 Adjustment to Funding Amount Allocation

(a) The parties acknowledge and agree that:

(i) upon finalisation of the detailed design for the Required Works by RMS, RMS must prepare the Detailed Design Cost Estimate and provide it to Landcom, Dahua 3 and the Department; and

(ii) if the total amount identified in the Detailed Design Cost Estimate as the estimated cost of the Required Works is less than the grand total Funding Amount set out in **Annexure B**, then within 15 Business Days of finalisation of the detailed design for the Required Works, RMS must give notice to Landcom, Dahua 3 and the Department of the amount of any difference.

(b) The notice in **clause 5.4(a)(ii)** must attach a table in the form of **Annexure B**, with an updated Column 4 setting out the updated Funding Amount Allocation amounts, which are adjusted, in the same proportions as those in **Annexure B** at the date of this Deed, so that the updated Funding Amount Allocation amounts are based on the Detailed Design Cost Estimate and, in terms of the Funding Amount Allocations where Landcom is the Funding Party, have regard to any payment which has been made by Landcom in respect of Milestone 1. For the avoidance of doubt, RMS may not make any other changes to the table without the prior written agreement of the Developers.

(c) On service of the notice under **clause 5.4(a)**, the table in **Annexure B** is deemed to be replaced by the updated table provided under **clause 5.4(b)**, and Landcom and Dahua 3 must pay the Funding Amount Allocation in accordance with the updated table.

(d) If there is any disagreement about the Funding Amount Allocation in the updated table, that dispute must be resolved in accordance with **clause 11**.

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6 Grant of access

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

7 Dedicated Land

7.1 Identification of Additional Dedicated Land

(a) The parties acknowledge and agree that:

(i) the Available Land shown in the plan at **Annexure H** of this Deed on the date of this Deed:

(A) does not include an allowance for noise walls; and

(B) assumes that the configuration and levels of the intersection of Spring Farm Parkway and Spine Road at the western end of the Carriageway will be in accordance with Preliminary Design Plans;

(ii) the Dedicated Land areas remain subject to detailed design of the Required Works;

(iii) as at the date of this Deed:

(A) Lots 2011 and 2012 in DP1234643 have already been created and specifically identified as Dedicated Land for the purpose of this Deed; and

(B) RMS has identified that some Additional Dedicated Land will likely be required to be transferred to RMS as part of the Dedicated Land under this Deed, to enable construction and ongoing operation and maintenance of the Required Works;

(iv) to avoid doubt, this Deed does not allow for the provision of Additional Dedicated Land outside the area of the Available Land, unless the parties agree otherwise in writing; and

(v) despite any other provision in this Deed, the parties will negotiate in good faith to minimise the area of land required for the Additional Dedicated Land.

(b) RMS, Dahua 2 or Dahua 3 may, at any time prior to the Land Notification Date, ask the other parties in writing to consider moving the boundaries of the Available Land. If such a request is made, the parties will negotiate prior to the Land Notification Date in good faith in an endeavour to agree on moving the boundaries. If the parties agree, then RMS will prepare a new plan of Available Land to reflect the agreement and the Available Land will be taken to be as shown in that plan.

(c) As soon as possible after the Land Notification Date and in accordance with any agreement between the parties under **clause 7.1(b)** as to what

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

(i) identifying, acting reasonably, any area of Land required to be transferred to RMS as part of the Dedicated Land under this Deed, but such a notice may include land outside the Available Land only if agreed by the parties in writing;

(ii) attaching a plan (including a plan in DWG format) delineating the boundaries of Lots 2011 and 2012 in DP1234643 adjusted to incorporate the Additional Dedicated Land; and

(iii) attaching a plan (including a plan in DWG format) delineating the boundaries of the Additional Dedicated Land as one or more separate allotments,

with such notice to be issued to the:

(iv) owner(s) of the Additional Dedicated Land identified in the notice (**Relevant Landowner**); and

(v) Minister for Planning.

(d) The parties acknowledge and agree that any delay to the transfer of the Dedicated Land to RMS pursuant to **clause 7.3** may affect RMS' ability to open the Carriageway to traffic and complete as much of the Required Works as possible by the Target End Date.

(e) A Dedication Notice is of no effect to the extent that it relates to Land that is not owned by the Relevant Landowner.

7.2 Subdivision or boundary adjustment for Additional Dedicated Land

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

(a) obtain all Approvals necessary to create a separate lot or lots for the Additional Dedicated Land or effect a boundary adjustment so that the boundaries of the Dedicated Land are extended to incorporate the Additional Dedicated Land; and

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

7.3 Transfer

(a) The parties acknowledge and agree that:

(i) Landcom and Dahua 2 are the current owners of the Dedicated Land as set out in **Annexure D**;

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(ii) Landcom and Dahua 2 will, by the time set out in column B of **Annexure D**, effect the transfer of ownership of the Dedicated Land to RMS;

(iii) the Dedicated Land will be transferred to RMS on an 'as is' basis, but, subject to **clauses 7.3(a)(iv)** and **7.3(a)(vii)**, any identification, assessment, management and Remediation carried out by or on behalf of RMS forms part of the Required Works and any costs incurred by RMS of such identification, assessment, management and Remediation will be paid for out of the total amount of funding available for the Required Works, including the Funding Amount and the HAF Funding;

(iv) subject to clause 10 of the Lease, RMS will only accept responsibility for Contamination on the Dedicated Land, and Remediation of that Contamination, to the extent it is identified in the Preliminary Assessment;

(v) RMS accepts responsibility for any Liability that arises in respect of the movement or handling of Contamination regardless of whether the Contamination is identified in the Preliminary Assessment, provided any Liability is limited to any claims that may be made for personal injuries, workplace health and safety or death;

(vi) subject to compliance with Environmental Law, where Contamination is identified in the Preliminary Assessment, RMS will, where RMS determines, acting reasonably that it is appropriate to do so, utilise any Contaminated materials (including soils and building and demolition waste) on the land to the best extent possible and not dispose of any Contaminated materials off-site;

(vii) subject to **clause 7.3(a)(v)**, if any Contamination on the Dedicated Land is discovered that is not identified in the Preliminary Assessment, that additional Contamination and its Remediation, remains the responsibility of Landcom or Dahua 2 (as the case may be) and the following process will apply:

(A) upon the discovery of the relevant Contamination, RMS will promptly provide written notification to Landcom or Dahua 2 (as the case may be) of the Contamination, including provision of copies of any relevant contamination assessment reports / information;

(B) Landcom and Dahua 2 (as the case may be) may elect to undertake an independent assessment of the relevant Contamination (including for the purpose of seeking an independent expert opinion as to whether any relevant Contamination was or was not identified in the Preliminary Assessment), at its cost, provided the independent assessment is undertaken and the results are received by

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Landcom and Dahua 2 (as the case may be) and provided to RMS within the earlier of 20 Business Days after the date on which RMS provided the written notification in **clause 7.3(a)(vii)(A)** or other timeframe imposed by a Government Agency or by Law for responding to the discovery of the relevant Contamination;

(C) RMS will, acting reasonably, and in consultation with Council (if Council will be the roads authority for the Project after the Required Works are completed), determine the appropriate Remediation and management of the Contamination to be undertaken having regard to the requirements of the Law and any future liability which RMS may incur arising from the existence of the Contamination; and

(D) subject to **clause 7.3(a)(vii)(C)**, the standard of any Remediation of such Contamination should be only to make the affected Dedicated Land suitable for use as a road; and

(viii) Landcom and Dahua 2 (as the case may be) will provide RMS with all necessary documents which are relevant to the transfer of ownership of the Dedicated Land to RMS.

(b) If Landcom and Dahua 2 (as the case may be) fails to transfer the Dedicated Land, or any part of the Dedicated Land, in accordance with **clause 7.3(a)**, the parties acknowledge and agree that RMS may determine, in its absolute discretion, to compulsorily acquire the Dedicated Land at any time.

(c) If RMS determines to compulsorily acquire the Dedicated Land, or any part of the Dedicated Land, under **clause 7.3(b)**, the parties agree:

(i) for the purposes of section 10A(3) of the Just Terms Act, to a shorter negotiation period of 5 Business Days; and

(ii) for the purposes of section 13(2) of the Just Terms Act, to a shorter proposed acquisition notice period of 5 Business Days.

(d) If the Dedicated Land, or any part of the Dedicated Land is compulsorily acquired by RMS in accordance with **clause 7.3(b)** and **(c)**, then:

(i) the parties agree for the purpose of section 30 of the Just Terms Act that:

(A) Part 2 Division 1 and Part 3 of the Just Terms Act do not apply; and

(B) the total compensation payable by RMS for the compulsory acquisition is $1 (excluding GST); and

(ii) if required by RMS, Landcom and Dahua 2 (as the case may be) will enter into a deed of release and indemnity in a form reasonably required by RMS; and

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(iii) Landcom and Dahua 2 (as the case may be) agrees to pay RMS' reasonable costs associated with the acquisition of the relevant land.

(e) If, at any time after entry into this Deed and prior to the transfer of the Dedicated Land to RMS, Landcom proposes to transfer any part of the Property B Land to a third party (other than a transfer to Dahua 2), Landcom must:

(i) ensure that no part of the Dedicated Land is included in that transfer; and

(ii) no less than 20 Business Days prior to entry into any agreement to transfer the land, notify RMS of the proposed transfer.

(f) As soon as reasonably practicable but no later than 10 Business Days following the transfer or compulsory acquisition of any part of the Dedicated Land (including the Additional Dedicated Land) to RMS in accordance with this Deed, RMS must issue a notice to Landcom or Dahua 2 (as the case may be) confirming compliance with this obligation.

7.4 Liability

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

(a) subject to **clause 7.4(b)**, RMS assumes all responsibility, risk and Liability for the Dedicated Land (including, without limitation, assuming all responsibility for compliance with any Laws or the requirement of any Government Agency (including any Approval), irrespective of whom the liabilities and requirements may be imposed on); and

(b) subject to clause 10 of the Lease, and otherwise in accordance with **clauses 7.3(a)(iii)** to **7.3(a)(vii)**, RMS assumes all responsibility, risk and Liability for any:

(i) Contamination with respect to the Dedicated Land only to the extent disclosed in the Preliminary Assessment; and

(ii) Remediation.

7.5 Sale to Dahua 2

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

8 Easement for Batter or Drainage

8.1 Grant of Works Easement

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

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(b) The parties acknowledge that the grant of one or more Works Easements is required as a result of Landcom and the Dahua Group's request that RMS reduce the area of land required for the Additional Dedicated Land as much as practicable.

(c) If RMS (acting reasonably) determines that it is not reasonably practicable to design and construct the Required Works so that any batters or drainage infrastructure are wholly contained within the Dedicated Land, RMS may, within a reasonable time prior to the issue of the Final Completion Notice, issue a notice to Dahua 2, Dahua 3 or Landcom requiring Dahua 2, Dahua 3 or Landcom (as the case may be) (**Relevant Landowner**) to grant RMS one or more Works Easements over only those parts of the Land which RMS determines are necessary to support the Required Works (in the case of an easement for batters) or provide drainage (in the case of an easement for drainage) and which are delineated in a survey plan attached to the notice (**Easement Notice**).

(d) Subject to **clause 8.1(e)**, the Relevant Landowner must, as soon as reasonably practicable after receiving an Easement Notice but prior to the issue of the Final Completion Notice, procure the grant of one or more Works Easements over that part of the Land which is the subject of the Easement Notice.

(e) An Easement Notice is of no effect to the extent that it relates to land that is not owned by the recipient of the Easement Notice.

8.2 Support Works

(a) If the Relevant Landowner wishes to carry out works within an Easement Area which the Relevant Landowner believes would enable the Works Easement for batters and any related Works Easement for drainage in that Easement Area to be extinguished (**Support Works**), the Relevant Landowner must provide to RMS:

(i) plans describing the Support Works and showing the finished surface levels proposed for the completion of the Support Works (**Support Works Plans**);

(ii) calculations for the Support Works;

(iii) plans which demonstrate how the batter supported by the Works Easement for batter and any related Works Easement for drainage will be maintained during the construction period for the Support Works;

(iv) documents which address any criteria which the Relevant Landowner and RMS have agreed under **clause 8.2(i)**; and

(v) any other documents or information which RMS, acting reasonably and expeditiously requires for the purpose of considering whether it should provide its consent to the Support Works.

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(b) After receiving all documents and information described in **clause 8.2(a)**, RMS must determine whether to grant consent to the Support Works Plans. RMS must not unreasonably withhold or delay its consent. If RMS does not grant consent to the Support Works Plans, RMS must give reasons to the Relevant Landowner.

(c) Once RMS has granted its consent to the Support Works Plans:

(i) the Relevant Landowner must provide RMS with 10 Business Days' notice prior to commencing the Support Works;

(ii) if the Relevant Landowner commences the Support Works, the Relevant Landowner:

(A) must use reasonable endeavours to carry out and complete the Support Works as expeditiously as possible; and

(B) must carry out any Support Works in accordance with any Approval and the Support Works Plans (as may be amended from time to time in accordance with this **clause 8.2(c)**);

(iii) the Relevant Landowner must not make any material change to the Support Works Plans without the prior consent of RMS, which must not be unreasonably withheld or delayed.

(d) If the Relevant Landowner believes it has completed the Support Works, the Relevant Landowner must provide to RMS:

(i) a certificate from a registered surveyor certifying that the Support Works have been completed and the finished levels of the Easement Area are as specified in the Support Works Plans;

(ii) a copy of the "as built" drawings for the Support Works, showing the finished levels of the Easement Area; and

(iii) any other documents or information which RMS, acting reasonably and expeditiously, requests in relation to the Support Works for the purpose of responding in accordance with **clause 8.2(e)**.

(e) Within 30 Business Days of the receipt of all the documents and information referred to in **clause 8.2(d)**, or such longer period as may be agreed between the parties, RMS must give written notice to the Relevant Landowner stating that either:

(i) the Works Easements described in **clause 8.2(a)** are no longer required and that the Works Easements are released; or

(ii) the Support Works have not been completed to the satisfaction of RMS.

(f) RMS must not give a notice under **clause 8.2(e)(ii)** unless, acting reasonably, RMS is of the opinion that the Support Works have not been completed to the satisfaction of RMS.

(g) If RMS gives a notice under **clause 8.2(e)(ii)**, RMS must give reasons to the Relevant Landowner.

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(h) If RMS gives a notice under **clause 8.2(e)(i)**, RMS must promptly do all things and execute all necessary documents, dealings or instruments and provide any further consents reasonably necessary in order to effect the release of the Works Easements described in **clause 8.2(a)** and their removal from title to the Easement Area.

(i) The Relevant Landowner and RMS agree to discuss in good faith the development of criteria which, if satisfied, would be sufficient for RMS to grant consent under **clause 8.2(b)** or give a notice under **clause 8.2(e)(i)**.

(j) The parties agree that Support Works which satisfy RMS' Specification R44 Earthworks (as amended from time to time, or any other standard which replaces or supersedes that standard) would be sufficient for RMS to grant consent under **clause 8.2(b)** and give a notice under **clause 8.2(e)(i)**.

8.3 Drainage Works

(a) If the Relevant Landowner wishes to carry out works within an Easement Area which the Relevant Landowner believes would enable the Works Easement for drainage in that Easement Area to be extinguished (**Drainage Works**), the Relevant Landowner must provide to RMS:

(i) plans describing the Drainage Works and showing details of the Drainage Works (**Drainage Works Plans**); and

(ii) plans which demonstrate how the drainage supported by the Works Easement for drainage will be maintained during the construction period for the Drainage Works;

(iii) a report, including hydraulic/drainage calculations and modelling (using a DRAINS model) from a hydraulic engineer;

(iv) documents which address any criteria which the Relevant Landowner and RMS have agreed under **clause 8.3(i)**; and

(v) any other documents or information which RMS, acting reasonably and expeditiously requires for the purpose of considering whether it should provide its consent to the Drainage Works.

(b) After receiving all documents and information described in **clause 8.3(a)**, RMS must determine whether to grant consent to the Drainage Works Plans. RMS must not unreasonably withhold or delay its consent. If RMS does not grant consent to the Drainage Works Plans, RMS must give reasons to the Relevant Landowner.

(c) Once RMS has granted consent to Drainage Works Plans:

(i) the Relevant Landowner must provide RMS with 10 Business Days' notice prior to commencing the Drainage Works;

(ii) if the Relevant Landowner commences the Drainage Works, the Relevant Landowner:

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(A) must use reasonable endeavours to carry out and complete the Drainage Works as expeditiously as possible; and

(B) must carry out any Drainage Works in accordance with the Drainage Works Plans (as may be amended from time to time in accordance with this **clause 8.3(c)**);

(iii) the Relevant Landowner must not make any material change to the Drainage Works Plans without the prior consent of RMS which must not be unreasonably withheld or delayed.

(d) If the Relevant Landowner believes it has completed the Drainage Works, the Relevant Landowner must provide to RMS:

(i) a certificate from a hydraulic engineer certifying that the Drainage Works have been completed;

(ii) a certificate from a registered surveyor certifying that the finished levels of the Easement Area are as specified in the Support Works Plans;

(iii) a copy of the "as built" drawings for the Drainage Works, showing the finished levels of the Easement Area; and

(iv) any other documents or information which RMS, acting reasonably and expeditiously, requests in relation to the Drainage Works for the purpose of responding in accordance with **clause 8.3(e)**.

(e) Within 30 Business Days of the receipt of all the documents and information referred to in **clause 8.3(d)**, or such longer period as may be agreed between the parties, RMS must give written notice to the Relevant Landowner stating that either:

(i) the Works Easement described in **clause 8.3(a)** is no longer required and that the Works Easement is released; or

(ii) the Drainage Works have not been completed to the satisfaction of RMS.

(f) RMS must not give a notice under **clause 8.3(e)(ii)**unless, acting reasonably, RMS is of the opinion that the Support Works have not been completed to the satisfaction of RMS.

(g) If RMS gives a notice under **clause 8.3(e)(ii)**, RMS must give reasons to the Relevant Landowner.

(h) If RMS gives a notice under **clause 8.3(e)(i)**, RMS must promptly do all things and execute all necessary documents, dealings or instruments and provide any further consents reasonably necessary in order to effect the release of the Works Easement described in **clause 8.3(a)** and its removal from title to the Easement Area.

(i) The Relevant Landowner and RMS agree to discuss in good faith the development of criteria which, if satisfied, would be sufficient for RMS to grant consent under **clause 8.3(c)**or give a notice under **clause 8.3(e)(i)**.

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9 Reporting by RMS

9.1 Bi-monthly status reporting for the SRG

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

(a) the progress of the Required Works and Milestones achieved in the prior period;

(b) major changes to the Required Works with the potential to substantially impact the cost and specifications of the Required Works;

(c) the proportion of the Funding Amount and the HAF Funding expended in the prior period; and

(d) the anticipated date for:

(i) achieving Final Completion;

(ii) expending the remaining funds from the total of the Funding Amount and the HAF Funding; and

(iii) achieving any remaining Milestones,

together with supporting information relating to these matters.

10 Authorised Representatives and Notices

10.1 Representatives

(a) The Authorised Representative of a party may perform any function of that party under this Deed.

(b) The Authorised Representatives of the parties are, as at the date of this Deed, the following:

RMS:	Colin Langford, Director, North West Precinct
Landcom:	Matthew Beggs, Executive General Manager, Projects
The Dahua Group:	Kith Clark, Development Director

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

10.2 Notices

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

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RMS

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

Telephone: 02 8849 2339

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

Attention: Colin Langford

Landcom

Address: Level 14, 60 Station Street Parramatta NSW 2150

Telephone: 02 9841 8759

Email: mbeggs@landcom.nsw.gov.au

Attention: Matthew Beggs

The Dahua Group

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

Telephone: 02 9267 7788

Email: kith.clark@dahuaaustralia.com.au

Attention: Kith Clark

(b) A notice given in accordance with **clause 10.2(a)** will be deemed to have been given and received:

(i) if delivered, on receipt;

(ii) if posted, 3 Business Days after posting; and

(iii) in the case of email, if the sender of an email can provide evidence of the dispatch of the email and did not receive notice of the rejection or failure to deliver the email, it shall be deemed to have been given:

(A) if transmission was successfully completed before 4.00 pm on a Business Day, on the day it was sent; and

(B) otherwise on the next Business Day.

(c) Any notice received after 5.00 pm or on a day not a Business Day shall be deemed to have been received at 9.00 am on the next Business Day.

11 Dispute Resolution

11.1 Resolution of disputes

(a) If a party claims that a dispute has arisen under this Deed, it must give written notice to the other parties stating the matters in dispute.

(b) As soon as practicable after receiving notice of the dispute, the parties' Authorised Representatives, or a suitable nominated representative, must meet and attempt to resolve the dispute within a timeframe agreed

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

(c) If the dispute is not resolved, or an appropriate path for resolution is not agreed, by the Authorised Representatives of the parties within the timeframe set out in **clause 11.1(b)**, the dispute may be referred to the parties' senior management who must meet and attempt to resolve the dispute within a timeframe agreed by the parties, or, in the absence of agreement, within 20 Business Days from expiry of the relevant period in **clause 11.1(a)**.

(d) If the dispute is not resolved within the timeframes set out in **clauses 11.1(b)** and **11.1(c)** above, then the chief executive officers of the parties, or a suitably nominated representative, must meet and seek to resolve the dispute within a timeframe agreed by the parties, or, in the absence of agreement within 30 Business Days of the expiry of the 20 Business Day period referred to in **clause 11.1(c)**.

11.2 Continue to perform obligations

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

12 Termination

12.1 Default by Landcom or the Dahua Group

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

(a) fails to pay or provide Security in accordance with **clause 5**;

(b) is presumed to be insolvent under an applicable law, including any presumption under section 459C(2) of the *Corporations Act 2001* (Cth), or has proposed or made an arrangement or composition with any or all of its creditors, or application is made to a court for an or order, or a resolution is made, for its winding up or which may have the object of or result in its winding up;

(c) has a judgment debt against it outstanding for more than 7 days;

(d) commits any material breach of the Deed, or

(e) has a receiver or liquidator (including provisional) or any official manager, controller or administrator of any of its assets or business appointed;

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

12.2 Termination of Deed

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

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(a) all or any sums of money which may be in the hands of RMS in respect of this Deed; and

(b) all Security which has been provided to RMS under **clause 5** of this Deed,

which

(c) RMS has committed or spent for the purposes of the Project; or

(d) is specified in the Relevant VPAs as an amount which is forfeited for the purposes of this **clause 12.2**,

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

12.3 No release

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

13 GST

13.1 Construction

In this **clause 13**:

(a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;

(b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and

(c) references to GST payable and input tax credit entitlements include:

(i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and

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

13.2 Consideration GST exclusive

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

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13.3 Payment of GST

If GST is payable on any supply made by:

(a) a party; or

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

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

13.4 Timing of GST payment

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

13.5 Tax invoice

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

13.6 Adjustment event

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

13.7 Reimbursements

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

(b) This **clause 13.7** does not limit the application of **clause 13.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 13.7(a)**.

13.8 No merger

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

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14 General

14.1 No fetter on statutory functions and no limits on Liability

(a) To the extent applicable, nothing in this Deed is deemed to in any way to restrict or limit the powers of Landcom or RMS or to comprise a fetter of the exercise by Landcom or RMS of their statutory functions.

(b) Nothing in this Deed limits any Liability which Landcom, the Dahua Group or RMS (as applicable) may have to Landcom, the Dahua Group or RMS (as applicable) under this Deed as a result of a breach by Landcom, the Dahua Group or RMS (as applicable) of a term of this Deed.

14.2 Assignment and novation

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

14.3 Entire agreement

(a) This Deed and any subsequent voluntary planning agreement(s) under s 7.4 of the Act supersede all previous agreements about its subject matter and any agreements collateral to those agreements. This Deed embodies the entire agreement between the parties in relation to its subject matter.

(b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this Deed.

(c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this Deed.

14.4 Costs

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

14.5 Waiver

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

14.6 Governing Law

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

14.7 Modification of this Deed

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

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14.8 Representations and warranties

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

(a) it has the power to enter into this Deed and to comply with its obligations under this Deed;

(b) it has in full force and effect the authorisations necessary for it to enter into this Deed and to comply with its obligations under this Deed and to allow them to be enforced;

(c) its obligations under this Deed are valid and binding and are enforceable against it in accordance with the terms of this Deed; and

(d) this Deed and the transactions under this Deed which involve it do not contravene any Law or obligation by which it is bound.

14.9 Replacement of Government Agency

If a Government Agency referred to in this Deed:

(a) is reconstituted, renamed or replaced or if its powers or functions are transferred to another Government Agency, this Deed is deemed to refer to that Government Agency; or

(b) ceases to exist, this Deed is deemed to refer to that Government Agency which serves substantially the same purpose or object as the former Government Agency.

14.10 No Delay

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

15 Caveat

(a) The parties agree that upon execution of this Deed by the parties, RMS has a caveatable interest in:

(i) Lots 2011 and 2012 in DP1234643;

(ii) the Available Land; and

(iii) land which is up to 15 metres from the boundary of the Available Land (measured in all directions from the boundary of the Available Land),

(together, the **Caveat Land**)

until the earlier of:

(iv) the date the Final Completion Notice is issued; or

(v) the date the Funding Amount End Notice is issued to each of the Developers under **clause 4.1(e)**; or

(vi) the termination of this Deed,

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

(b) The Dahua Group and Landcom agree that:

(i) the Dahua Group and Landcom will not object to RMS lodging with NSW Land Registry Services a caveat for registration on the relevant folios of the Register (or parts thereof) of the Caveat Land, nor will the Dahua Group and Landcom seek to remove that caveat lodged; and

(ii) the Dahua Group and Landcom will promptly and use all reasonable endeavours to obtain consent to the lodgement of the caveat from each person who has an estate or interest in the Caveat Land registered under the *Real Property Act 1990* (NSW) to facilitate registration of the caveat.

(c) RMS agrees that any caveat registered on the folios of the Register (or parts thereof) of the Caveat Land under this **clause 15** must not prohibit the transfer of the Property B Land from Landcom to Dahua 2.

(d) If a caveat is registered on the relevant folios of the Register for the Caveat Land under this **clause 15**, RMS agrees to:

(i) promptly consent to any dealing or plan which relates to the Caveat Land which does not adversely affect RMS' interest in the Caveat Land, including any proposed subdivision of all or part of the Caveat Land to create a separate lot or lots for the Additional Dedicated Land and the creation of any security interest which might be proposed in connection with the lending of money to a member of the Dahua Group; and

(ii) upon the occurrence of the relevant event in **clause 15(a)(iv), (v)** or **(vi)** and the lapsing of RMS' caveatable interest, use reasonable endeavours to withdraw the caveat from the title to the Caveat Land within 10 Business Days of the relevant event occurring.

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Execution

Executed as a deed.

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

.....	.....
Witness	Officer
.....	.....
Name of Witness (print)	Name of Officer (print)

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

.....	.....
Witness	Attorney
.....	.....
Name of Witness (print)	Name of Attorney (print)

Executed by Dahua Group Sydney Project 2 Ltd

.....	.....
~~Company Secretary~~/Director	Director
Le Fan	Yuxing Li
Name of ~~Company Secretary~~/Director (print)	Name of Director (print)

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Executed by Dahua Group Sydney Project 3 Pty Ltd)
)

~~Company Secretary~~/Director

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

Director

Name of Director (print)



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Annexure A

Required Works

1 Description

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

(a) the Carriageway;

(b) Hume Motorway Bridge;

(c) Hume Motorway northern on and off ramps;

(d) Menangle Rd tie in; and

(e) any ancillary works.

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

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

2 Specifications

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

(a) all applicable Austroads, RMS/TfNSW and other relevant standards and specifications, including the proposed cross-section being used for the design of the Required Works; and

(b) any other requirements RMS considers acting reasonably are relevant to the delivery of the Required Works.

3 Preliminary Design Plans

See attached.

SHEET No.	SHEET TITLE
GENERAL	
GE-0001	COVER SHEET
GE-0002	INDEX SHEET - SHEET 1 OF 2
GE-0003	INDEX SHEET - SHEET 2 OF 2
GE-0011	GENERAL NOTES
GE-0021	KEY PLAN
GE-0031	TYPICAL CROSS SECTION - SHEET 1 OF 4
GE-0032	TYPICAL CROSS SECTION - SHEET 2 OF 4
GE-0033	TYPICAL CROSS SECTION - SHEET 3 OF 4
GE-0034	TYPICAL CROSS SECTION - SHEET 4 OF 4
ROAD ALIGNMENT AND EARTHWORKS	
RD-0101	GENERAL ARRANGEMENT PLAN - SHEET 1 OF 13
RD-0102	GENERAL ARRANGEMENT PLAN - SHEET 2 OF 13
RD-0103	GENERAL ARRANGEMENT PLAN - SHEET 3 OF 13
RD-0104	GENERAL ARRANGEMENT PLAN - SHEET 4 OF 13
RD-0105	GENERAL ARRANGEMENT PLAN - SHEET 5 OF 13
RD-0106	GENERAL ARRANGEMENT PLAN - SHEET 6 OF 13
RD-0107	GENERAL ARRANGEMENT PLAN - SHEET 7 OF 13
RD-0108	GENERAL ARRANGEMENT PLAN - SHEET 8 OF 13
RD-0120	GENERAL ARRANGEMENT PLAN - SHEET 9 OF 13
RD-0110	GENERAL ARRANGEMENT PLAN - SHEET 10 OF 13
RD-0111	GENERAL ARRANGEMENT PLAN - SHEET 11 OF 13
RD-0112	GENERAL ARRANGEMENT PLAN - SHEET 12 OF 13
RD-0113	GENERAL ARRANGEMENT PLAN - SHEET 13 OF 13
RD-0201	LONGITUDINAL SECTION - SPRING FARM PARKWAY WB (MC10) - SHEET 1 OF 4
RD-0202	LONGITUDINAL SECTION - SPRING FARM PARKWAY WB (MC10) - SHEET 2 OF 4
RD-0203	LONGITUDINAL SECTION - SPRING FARM PARKWAY WB (MC10) - SHEET 3 OF 4
RD-0204	LONGITUDINAL SECTION - SPRING FARM PARKWAY WB (MC10) - SHEET 4 OF 4
RD-0211	LONGITUDINAL SECTION - SPRING FARM PARKWAY EB (MC20) - SHEET 1 OF 4
RD-0212	LONGITUDINAL SECTION - SPRING FARM PARKWAY EB (MC20) - SHEET 2 OF 4
RD-0213	LONGITUDINAL SECTION - SPRING FARM PARKWAY EB (MC20) - SHEET 3 OF 4
RD-0214	LONGITUDINAL SECTION - SPRING FARM PARKWAY EB (MC20) - SHEET 4 OF 4
RD-0221	LONGITUDINAL SECTION - NORTHBOUND ENTRY RAMP (MC40) - SHEET 1 OF 5
RD-0222	LONGITUDINAL SECTION - NORTHBOUND ENTRY RAMP (MC40) - SHEET 2 OF 5
RD-0223	LONGITUDINAL SECTION - NORTHBOUND ENTRY RAMP (MC40) - SHEET 3 OF 5
RD-0224	LONGITUDINAL SECTION - NORTHBOUND ENTRY RAMP (MC40) - SHEET 4 OF 5
RD-0225	LONGITUDINAL SECTION - NORTHBOUND ENTRY RAMP (MC40) - SHEET 5 OF 5
RD-0231	LONGITUDINAL SECTION - SOUTHBOUND EXIT RAMP (MC50) - SHEET 1 OF 3
RD-0232	LONGITUDINAL SECTION - SOUTHBOUND EXIT RAMP (MC50) - SHEET 2 OF 3
RD-0233	LONGITUDINAL SECTION - SOUTHBOUND EXIT RAMP (MC50) - SHEET 3 OF 3
RD-0241	LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MC40) - SHEET 1 OF 5
RD-0242	LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MC40) - SHEET 2 OF 5
RD-0243	LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MC40) - SHEET 3 OF 5
RD-0244	LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MC40) - SHEET 4 OF 5
RD-0245	LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MC40) - SHEET 5 OF 5
RD-0251	LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 1 OF 5
RD-0252	LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 2 OF 5
RD-0253	LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 3 OF 5
RD-0254	LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 4 OF 5
RD-0255	LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 5 OF 5
RD-0261	LONGITUDINAL SECTION - SUBDIVISION ACCESS ROAD (MC70)
RD-0271	LONGITUDINAL SECTION - SUBDIVISION ACCESS ROAD (MC72)
RC-0101	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 1 OF 17
RC-0102	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 2 OF 17
RC-0103	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 3 OF 17
RC-0104	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 4 OF 17
RC-0105	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 5 OF 17
RC-0106	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 6 OF 17
RC-0107	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 7 OF 17
RC-0108	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 8 OF 17
RC-0109	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 9 OF 17
RC-0110	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 10 OF 17
RC-0111	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 11 OF 17
RC-0112	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 12 OF 17
RC-0113	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 13 OF 17
RC-0114	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 14 OF 17
RC-0115	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 15 OF 17
RC-0116	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 16 OF 17
RC-0117	CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 17 OF 17
RC-0121	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 1 OF 21
RC-0122	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 2 OF 21
RC-0123	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 3 OF 21
RC-0124	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 4 OF 21
RC-0125	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 5 OF 21
RC-0126	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 6 OF 21
RC-0127	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 7 OF 21
RC-0128	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 8 OF 21
RC-0129	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 9 OF 21
RC-0130	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 10 OF 21
RC-0131	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 11 OF 21
RC-0132	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 12 OF 21
RC-0133	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 13 OF 21
RC-0134	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 14 OF 21
RC-0135	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 15 OF 21
RC-0136	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 16 OF 21
RC-0137	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 17 OF 21
RC-0138	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 18 OF 21
RC-0139	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 19 OF 21
RC-0140	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 20 OF 21
RC-0141	CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 21 OF 21
RC-0151	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 1 OF 13
RC-0152	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 2 OF 13
RC-0153	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 3 OF 13
RC-0154	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 4 OF 13
RC-0155	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 5 OF 13
RC-0156	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 6 OF 13
RC-0157	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 7 OF 13
RC-0158	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 8 OF 13
RC-0159	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 9 OF 13
RC-0160	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 10 OF 13
RC-0161	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 11 OF 13
RC-0162	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 12 OF 13
RC-0163	CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 13 OF 13
RC-0171	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 1 OF 18
RC-0172	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 2 OF 18
RC-0173	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 3 OF 18
RC-0174	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 4 OF 18
RC-0175	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 5 OF 18
RC-0176	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 6 OF 18
RC-0177	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 7 OF 18
RC-0178	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 8 OF 18
RC-0179	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 9 OF 18
RC-0180	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 10 OF 18
RC-0181	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 11 OF 18
RC-0182	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 12 OF 18
RC-0183	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 13 OF 18
RC-0184	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 14 OF 18
RC-0185	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 15 OF 18
RC-0186	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 16 OF 18
RC-0187	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 17 OF 18
RC-0188	CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC60) - SHEET 18 OF 18
RC-0191	CROSS SECTIONS - SUBDIVISION ACCESS ROAD (MC72)
RC-0195	CROSS SECTIONS - SUBDIVISION ACCESS ROAD (MC72)

SHEET No.	SHEET TITLE
DELINEATION SIGNPOSTING AND ROADSIDE FURNITURE	
RF-0101	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 1 OF 13
RF-0102	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 2 OF 13
RF-0103	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 3 OF 13
RF-0104	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 4 OF 13
RF-0105	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 5 OF 13
RF-0106	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 6 OF 13
RF-0107	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 7 OF 13
RF-0108	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 8 OF 13
RF-0109	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 9 OF 13
RF-0110	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 10 OF 13
RF-0111	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 11 OF 13
RF-0112	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 12 OF 13
RF-0113	DELINEATION, SIGNPOSTING AND ROAD FURNITURE PLAN - SHEET 13 OF 13
RF-0201	DELINEATION, SIGNPOSTING AND ROAD FURNITURE - ROAD FURNITURE SCHEDULES
STORMWATER MANAGEMENT	
SM-0101	DRAINAGE AND WATER QUALITY PLAN - SHEET 1 OF 13
SM-0102	DRAINAGE AND WATER QUALITY PLAN - SHEET 2 OF 13
SM-0103	DRAINAGE AND WATER QUALITY PLAN - SHEET 3 OF 13
SM-0104	DRAINAGE AND WATER QUALITY PLAN - SHEET 4 OF 13
SM-0105	DRAINAGE AND WATER QUALITY PLAN - SHEET 5 OF 13
SM-0106	DRAINAGE AND WATER QUALITY PLAN - SHEET 6 OF 13
SM-0107	DRAINAGE AND WATER QUALITY PLAN - SHEET 7 OF 13
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PREPARED BY: JACOBS, 177 Pacific Highway, North Sydney, NSW 2060, AUSTRALIA, Tel (02) 9928 2100 Fax (02) 9928 2500, www.jacobs.com

DESIGNED: NAME ROBERT TRIDOVSKI; TITLE ROAD DESIGNER; DATE 03.10.2018

REVIEWED: NAME ROBBIE KERR; TITLE DESIGN MANAGER; DATE 03.10.2018

VERIFIED: NAME ALAN HILLHOUSE; TITLE PROJECT MANAGER; DATE 03.10.2018

LOCATION DATUM: START: XXXXXX, XXXX, XX, X.XXXm; FINISH: XXXXXX, XXXX, XX, X.XXXm

PLOT DATE / TIME: 19/07/2018 2:02:03 PM; PLOT BY: smithson

RMS PROJECT MANAGER: NAME DAVID TAWADROS; TITLE RMS PROJECT DELIVERY MANAGER

VALIDATION AND ACCEPTANCE OF THESE DRAWINGS AND THE DESIGN SHOWN THEREON IS TO BE CARRIED OUT UNDER SEPARATE PROCESS

CLIENT: Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS

SPRING FARM PARKWAY

STAGE 1 ROAD DEVELOPMENT

MENANGLE ROAD TO MENANGLE PARK

GENERAL

INDEX SHEET

SHEET 1 OF 2

A3

RMS PROJECT NO.: 18.000003/0053.0263; ALT PROJECT NO.: SA18540

RMS REGISTRATION NO.: DS2017/000204

ISSUE STATUS: 80% CONCEPT DESIGN; SHEET NO.: GE-0002; ISSUE: 02

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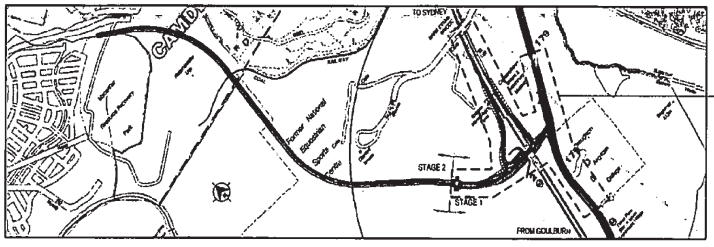
Transport Roads & Maritime Services

CAMDEN AND CAMPBELLTOWN CITY COUNCIL

SPRING FARM PARKWAY

STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK

80% CONCEPT DESIGN



LOCALITY PLAN
(NOT TO SCALE)

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GENERAL

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

SAFETY BARRIERS

1. SAFETY BARRIERS, TRANSITIONS AND TERMINALS MUST BE AN RMS ACCEPTED SAFETY BARRIER PRODUCT. REFER TO RMS ACCEPTANCE DOCUMENTS FOR SAFETY BARRIER PRODUCT ACCEPTED FOR USE ON CLASSIFIED ROADS IN NSW.
2. REFER TO MANUFACTURER'S SPECIFICATION AND RMS ACCEPTANCE DOCUMENTS FOR THE MAXIMUM ALLOWABLE DYNAMIC DEFLECTION REQUIREMENTS FOR SAFETY BARRIERS.
3. NON-FRANGIBLE ROAD FURNITURE IS TO BE PLACED OUTSIDE THE CLEAR ZONE OR PROTECTED BY SAFETY BARRIER. FOR CLEAR ZONE WIDTH REFER TO RMS SUPPLEMENT TO AUSTROADS GUIDE TO ROAD DESIGN, PART 6 (2020), 'ROADSIDE DESIGN, SAFETY AND BARRIERS'.

KERBS AND GUTTERS

1. FOR STANDARD KERB AND GUTTER SHAPES REFER RMS MODEL DRAWING R2000-01.

SIGNS

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

PAVEMENT MARKING

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

DRAINAGE

1. THE DRAINAGE DRAWINGS INCLUDE DETAILS OF THIS PERMANENT STORMWATER DRAINAGE SYSTEM UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TEMPORARY STORMWATER DRAINAGE WORKS AND EROSION & SEDIMENT CONTROL.
2. ANY PERMITS REQUIRED FOR DIVERSION WORKS SHALL BE OBTAINED BY CONTRACTOR.
3. WHERE CONNECTION IS TO BE MADE TO AN EXISTING DRAINAGE STRUCTURE OR OPEN DRAIN THE POSITION AND LEVEL OF THE EXISTING DRAINAGE STRUCTURE SHALL BE CONFIRMED PRIOR TO CONSTRUCTION.
4. U.N.O. ALL DRAINAGE PIPES SHALL BE REINFORCED CONCRETE PIPE (RCP) CLASS 4 FOR LONGITUDINAL PIPES AND CLASS 4 FOR TRANSVERSE PIPES.
5. ALL PIPES ARE TO BE SPIGOT AND SOCKET WITH RUBBER RING JOINTS UNLESS OTHERWISE INDICATED.
6. ALL PROPOSED DRAINAGE PIT COVERINGS SHALL BE HEAVY DUTY CLASS D.
7. EXTENSION TO CULVERTS SHALL BE CONSTRUCTED AS PER STRUCTURAL DETAILS, TO BE PROVIDED AT DETAILED DESIGN STAGE.

UTILITIES

1. THE LOCATION OF UTILITIES TO BE CONFIRMED ON SITE. THE CONTRACTOR SHOULD CARRY OUT THE FOLLOWING BEFORE COMMENCING ANY WORKS:
   (i) DETERMINE THE EXTENT OF EXISTING UTILITY SURVEY INFORMATION
   (ii) OBTAIN CURRENT DIAL BEFORE YOU DIG PLANS AND INFORMATION BY TELEPHONING 1100 OR FAX 1300 652 077 TO ASCERTAIN THE EXACT LOCATION OF UTILITIES;
   (iii) MAKE ANY OTHER ENQUIRIES AS THE CONTRACTOR CONSIDERS NECESSARY TO SATISFY ITSELF AS TO THE EXACT LOCATION OF UTILITY SERVICES; AND
   (iv) ADOPT WORK METHODS TO AVOID DAMAGE TO UTILITIES.
2. QL-(X) DENOTES CLASSIFICATION OF SUBSURFACE UTILITY INFORMATION QUALITY LEVEL:
   (i) QL-A = POTHOLED AND SURVEYED
   (ii) QL-B = GPR SCAN
   (iii) QL-C = ABOVE GROUND SURVEY
   (iv) QL-D = DIAL BEFORE YOU DIG (DBYD)

LIGHTING

1. SPRING FARM PARKWAY, ENTRY / EXIT RAMPS AND THE BRIDGE OVER HUME MOTORWAY WILL BE LIT TO CATEGORY V3
2. ALL INTERSECTIONS WILL BE LIT TO CATEGORY V3.
3. MENANGLE ROAD - CARRIAGEWAY LIT TO CATEGORY V3 WITH TWO SPAN LIGHTING.
4. ENTRY / EXIT RAMPS WILL BE DESIGNED TO RMS STANDARDS AND WILL BE CONNECTED TO AN RMS MAIN SWITCH BOARD (MSB).
5. SPRING FARM PARKWAY & MENANGLE ROAD WILL BE DESIGNED TO ENDEAVOUR STANDARDS AND WILL BE CONNECTED TO THEIR LV/STREET LIGHT NETWORK.
6. LIGHTING DESIGN AND INSTALLATION WILL NOT BE PROVIDED FOR THE HUME MOTORWAY OR FOR THE TEMPORARY LIGHTING DURING THE CONSTRUCTION WORK.
7. LIGHTING COLUMN TYPE TO BE IMPACT ABSORBENT AND STRUCTURE TO BE GALVANISED STEEL. LIGHT FIXTURE TO BE ROADLED 400DL (SYLVANIA).

EROSION AND SEDIMENT CONTROLS

1. THE SEQUENCE OF CONSTRUCTION SHALL BE AS FOLLOWS.
   A) IDENTIFY LOCATION OF ALL PROPOSED EROSION AND SEDIMENT CONTROL MEASURES.
   B) INSTALLATION OF BARRIER AND SEDIMENT FENCES.
   C) INSTALLATION OF SEDIMENT BASIN AND ENERGY DISSIPATOR AT OUTLET WITH SEDIMENT FENCES AT DOWN SLOPE.
   D) INSTALLATION OF ALL DIVERSION DRAINS AND LEVEL SPREADERS.
   E) INSTALLATION OF ALL REMAINING EROSION AND SEDIMENT CONTROLS.
   F) CLEARING AND REGRADING OF SITE FOR ROAD CONSTRUCTION.
2. BASINS AND ASSOCIATED DIVERSION DRAINS MUST BE FULLY OPERATIONAL PRIOR TO ANY OTHER DISTURBANCE ON SITE.
3. LOCATION OF TOPSOIL STOCKPILES TO BE DETERMINED BY CONTRACTOR.
4. ALL SEDIMENT BASIN TO BE FENCED WITH TEMPORARY FENCING TO RESTRICT PUBLIC ACCESS DURING THE CONSTRUCTION PHASE.

CONSTRUCTION STAGING

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

TCS

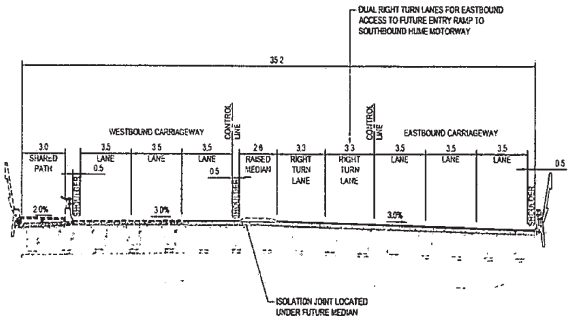
1. FOR NOTES RELATING TO TRAFFIC CONTROL SIGNALS, REFER TO SHEET No. TS-0001 TO TS-0004.

NOT FOR CONSTRUCTION

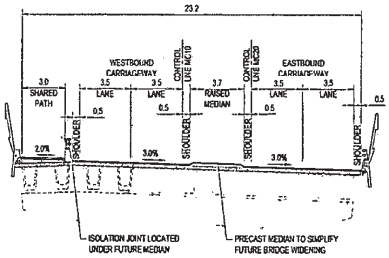
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BRIDGE OVER HUME MOTORWAY
(ULTIMATE ARRANGEMENT - 2036)



BRIDGE OVER HUME MOTORWAY
(INTERIM ARRANGEMENT - 2026)

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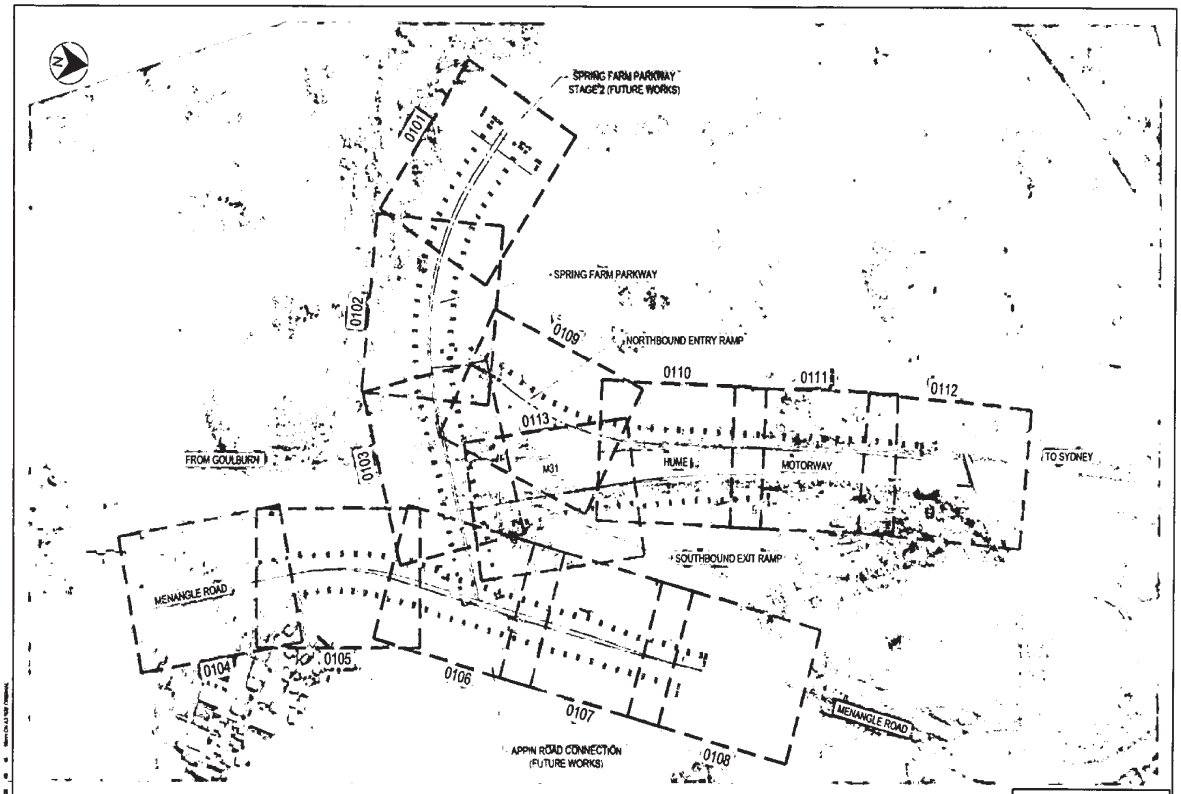
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PROJECT DESCRIPTION			
MGA ZONE 56	AHD	JACOBS	
PLOT DATE / TIME: 27/05/2019	PLOT BY: andrewsn	CLIENT: Transport Roads & Maritime Services	
PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES			

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
GENERAL
TYPICAL CROSS SECTIONS
SHEET 1 OF 4
A3
TMC REGISTRATION No. DS2017/000204
ISSUE STATUS: 80% CONCEPT DESIGN
DRAWING No. GE-0031
REV 02

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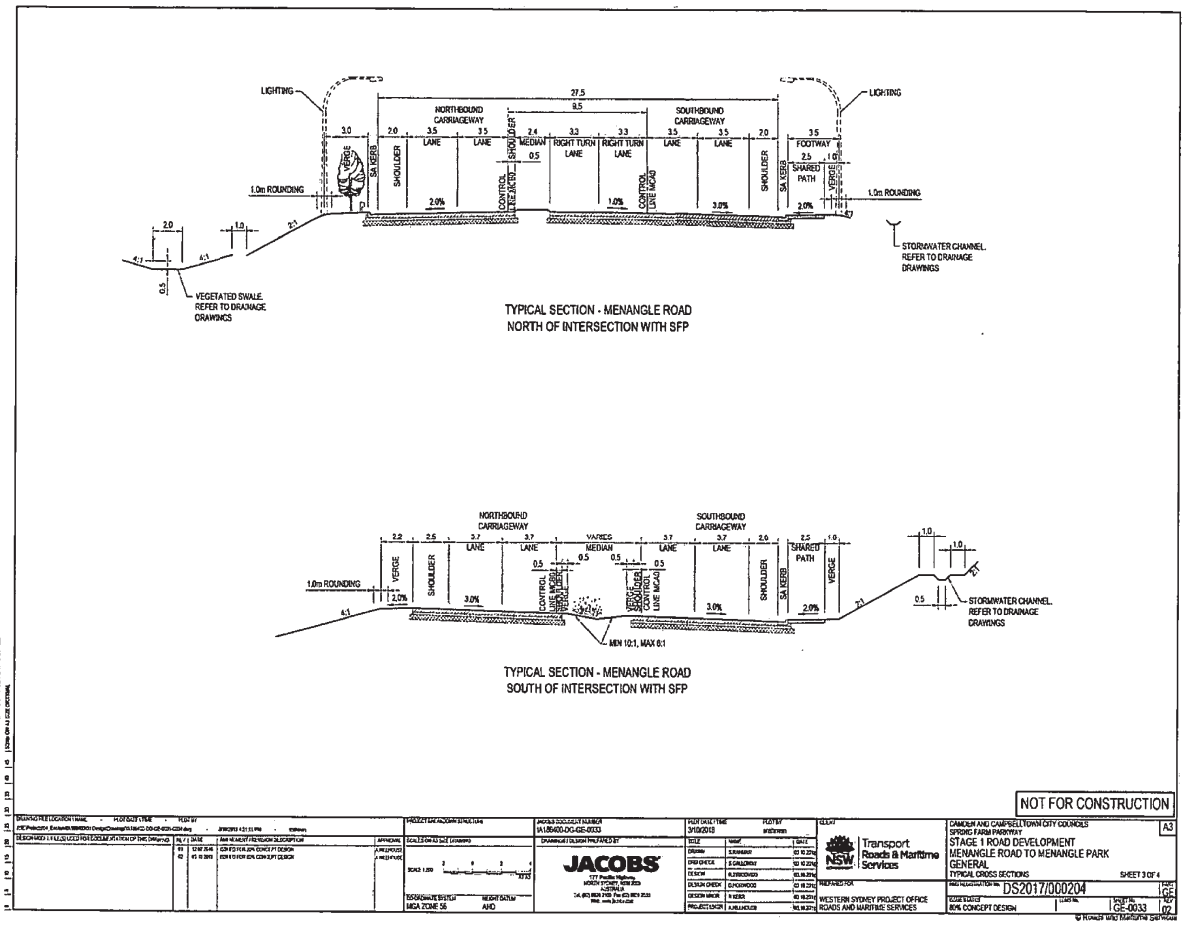
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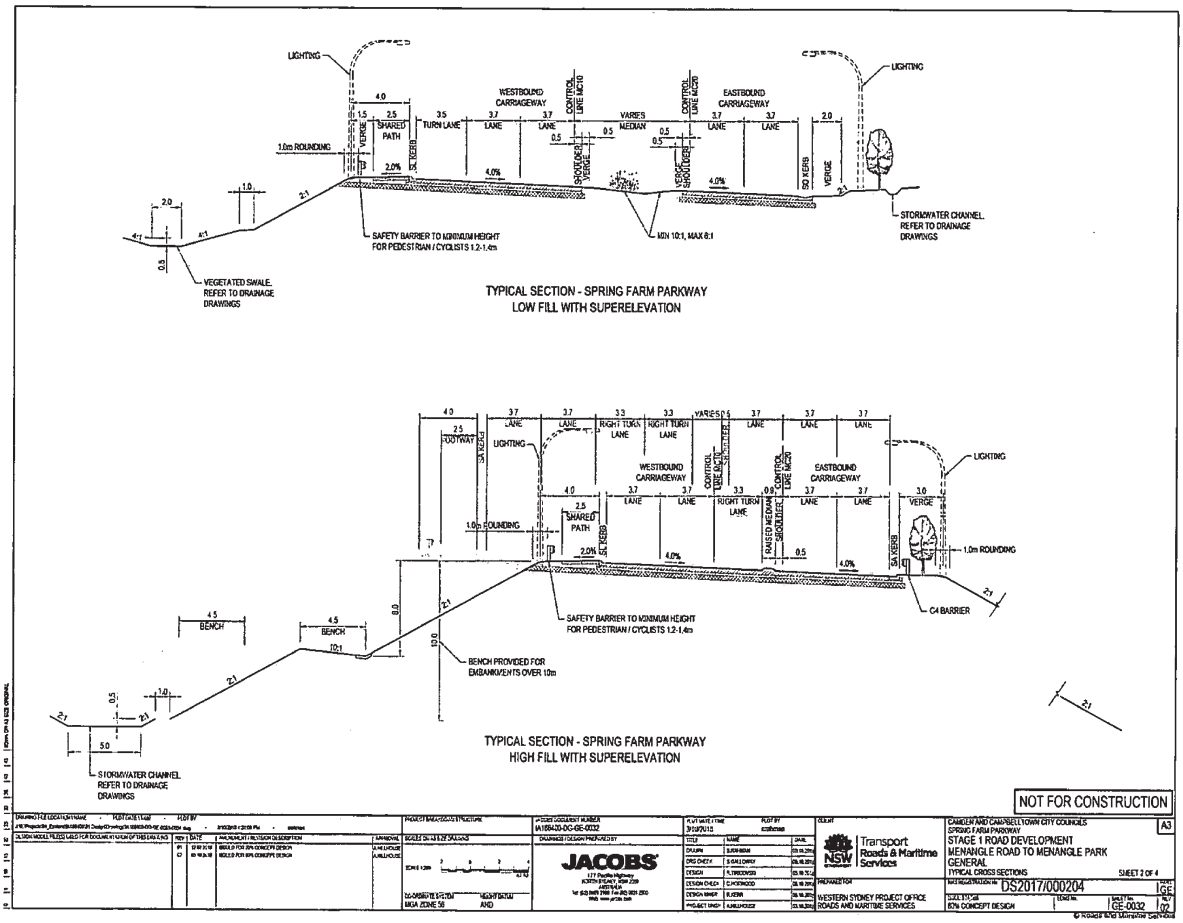
PROJECT DESCRIPTION			
MGA ZONE 56	AHD	JACOBS	
PLOT DATE / TIME: 27/05/2019	PLOT BY: andrewsn	CLIENT: Transport Roads & Maritime Services	
PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES			

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
GENERAL
KEY PLAN
A3
TMC REGISTRATION No. DS2017/000204
ISSUE STATUS: 80% CONCEPT DESIGN
DRAWING No. GE-0021
REV 02

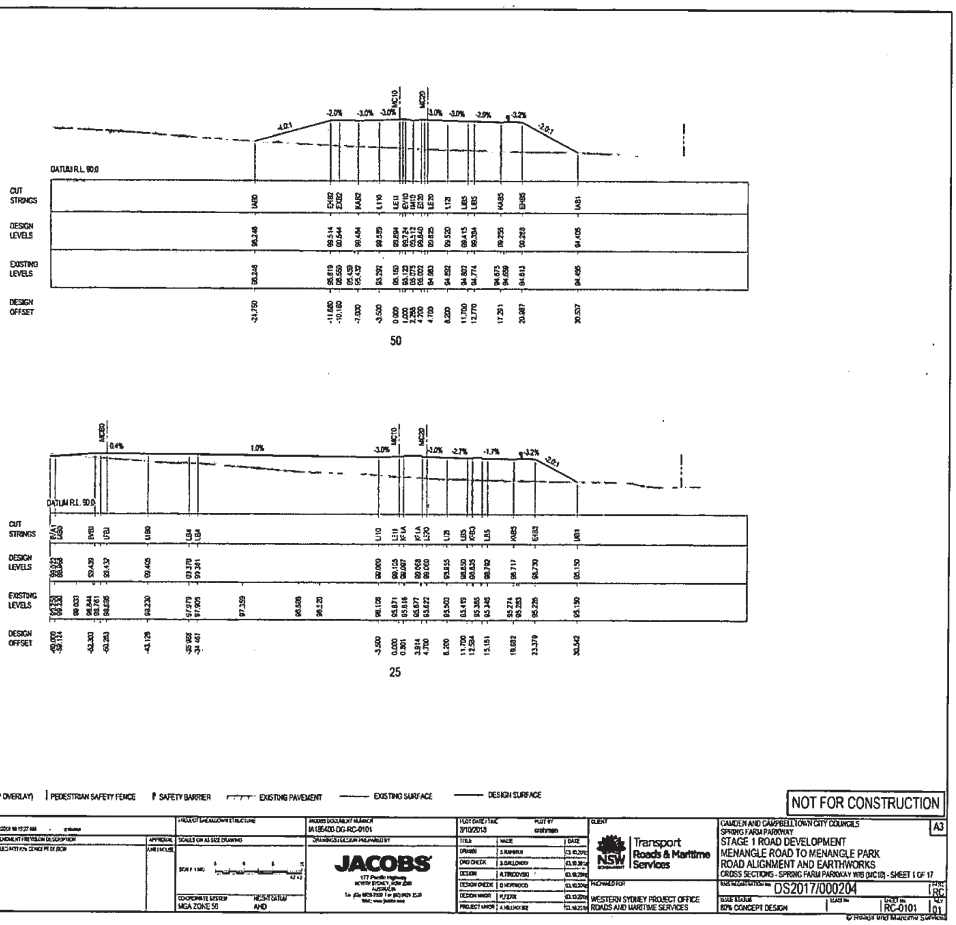
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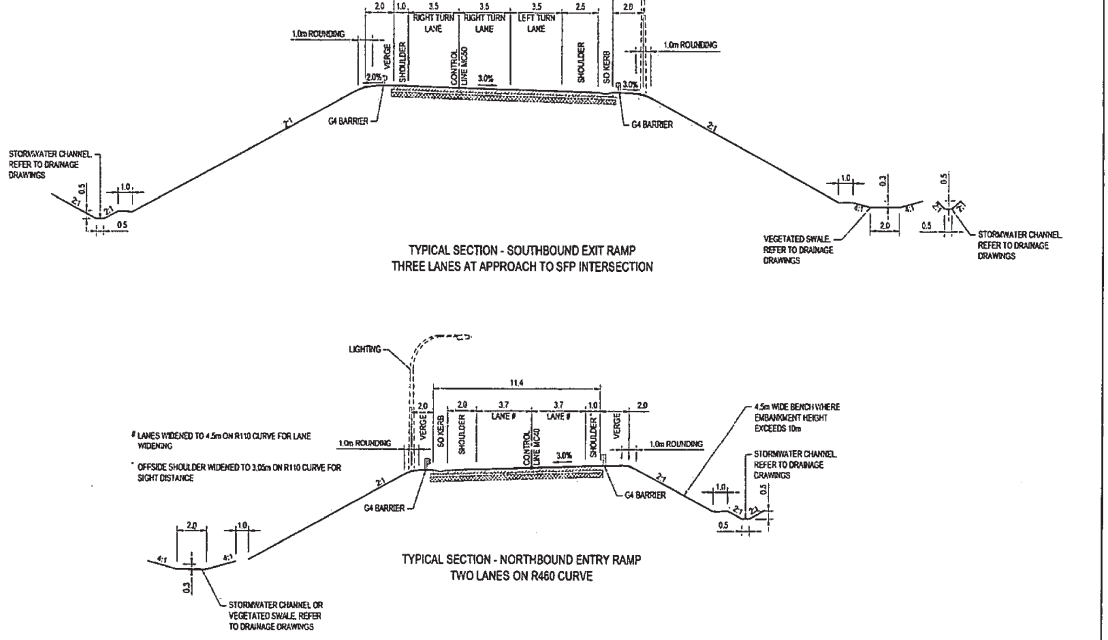
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SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 1 OF 17

DS2017/000204

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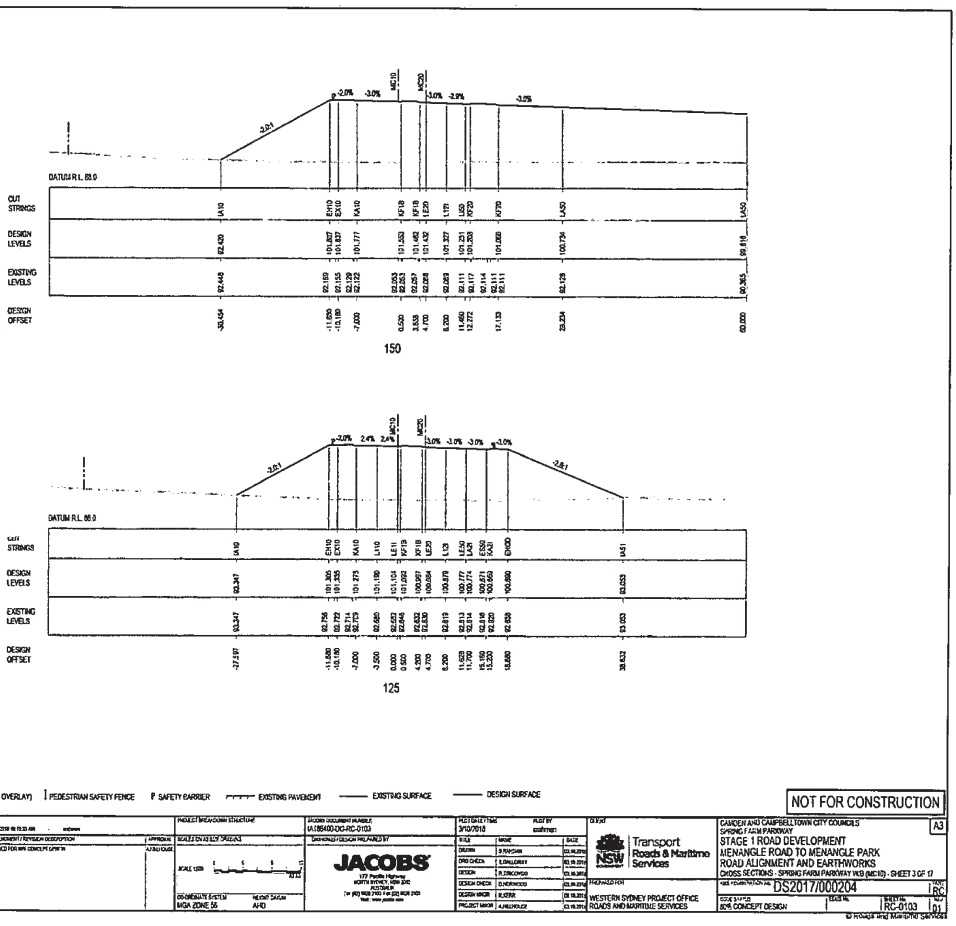
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SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
GENERAL
TYPICAL CROSS SECTIONS
SHEET 4 OF 4

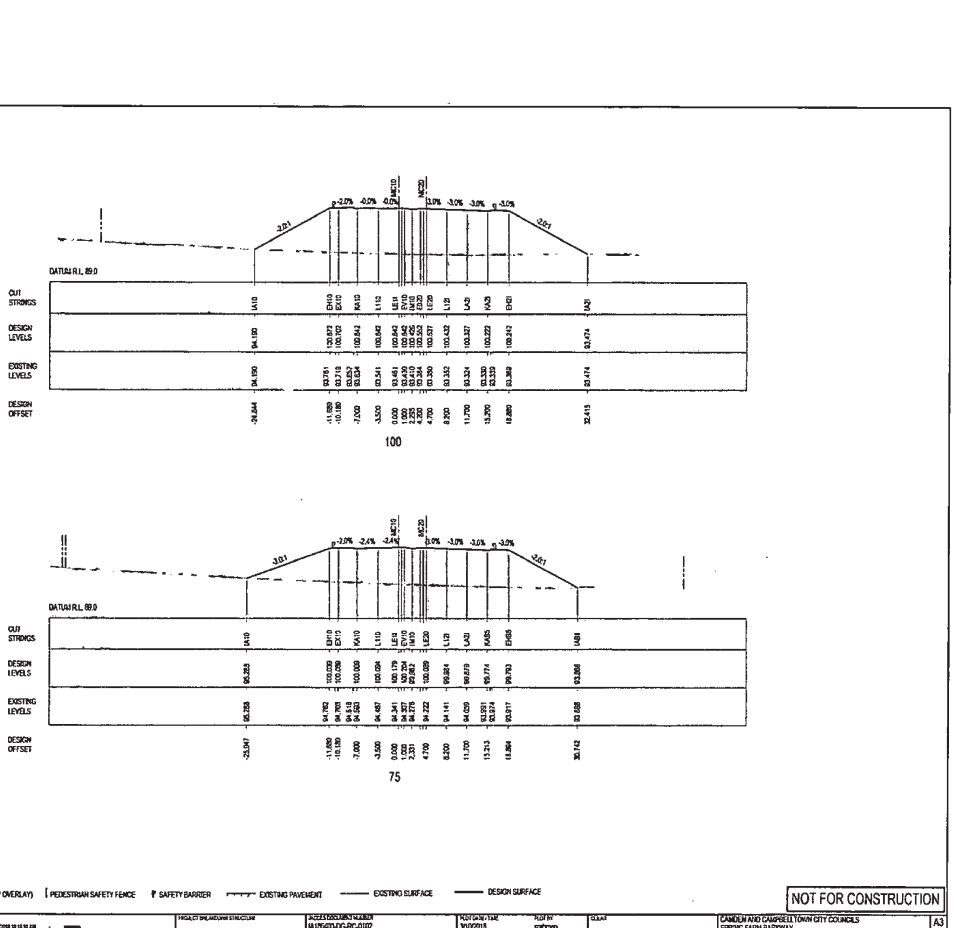
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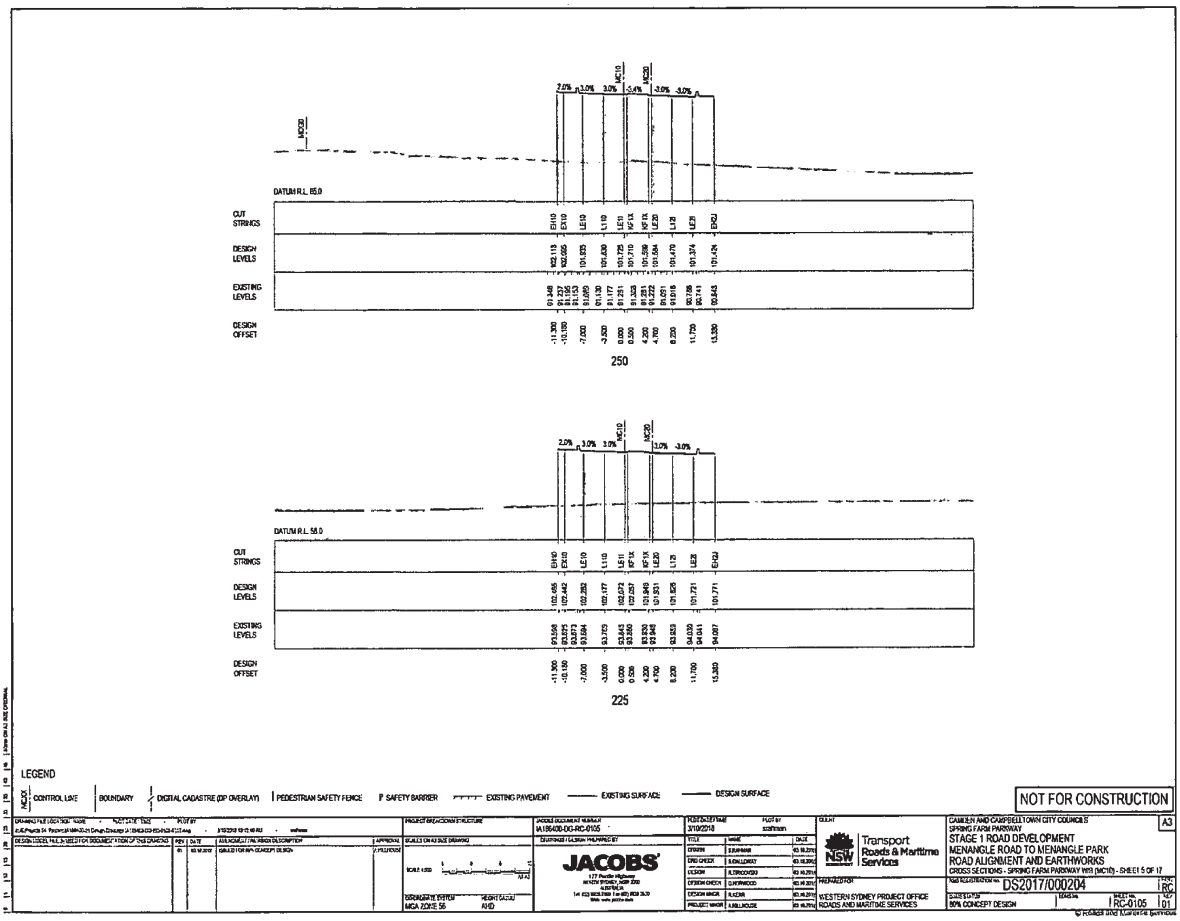
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LEGEND

MC01 CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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JACOBS' DOCUMENT NUMBER: IA106400-DG-RC-0105

JACOBS
177 Pacific Highway
NORTH SYDNEY, NSW 2060
AUSTRALIA
Tel +61 (02) 9928 2100 Fax +61 (02) 9928 2500
Web www.jacobs.com

Transport Roads & Maritime Services

CLIENT: TRANSPORT FOR NSW — PROPONENT: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY WB5 (MC10) - SHEET 5 OF 17

ROAD REGISTRATION No. DS2017/000204

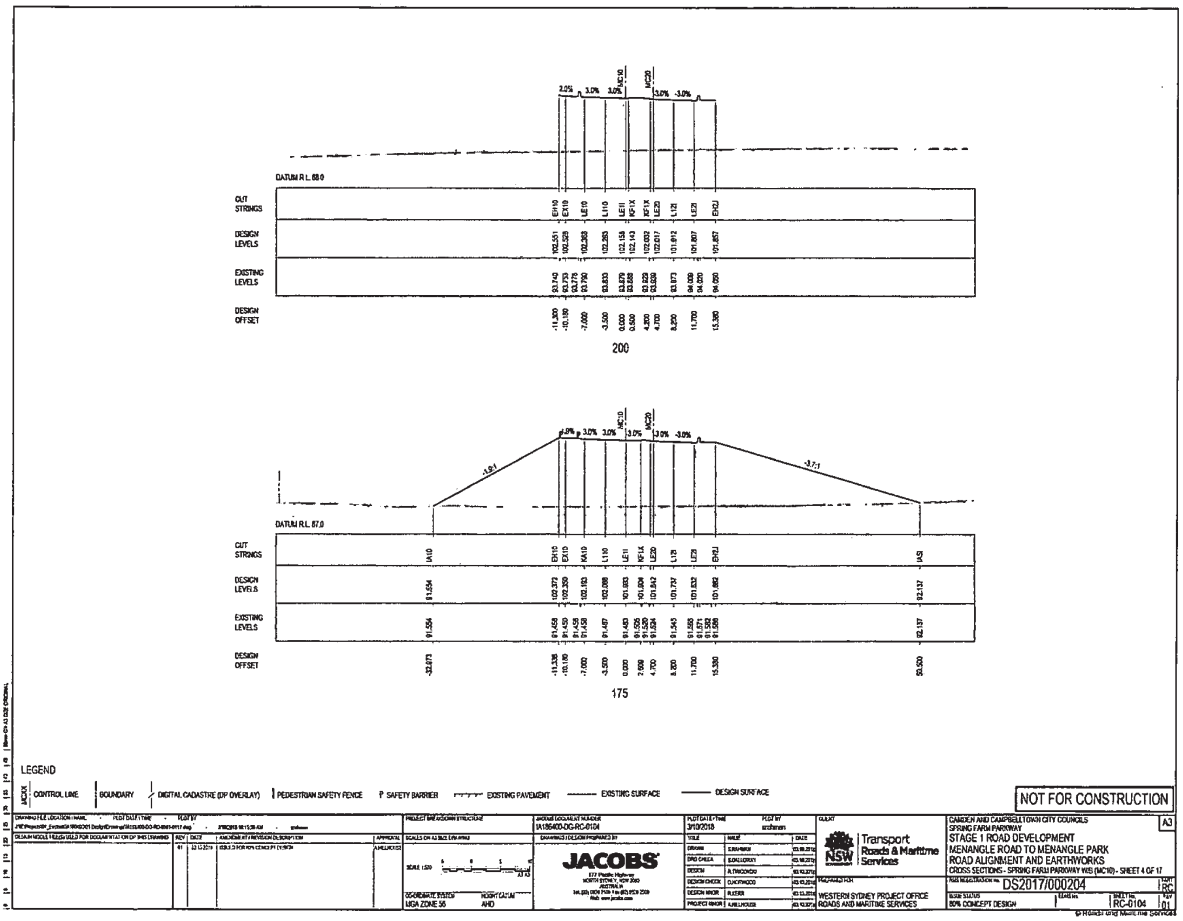
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LEGEND

MC01 CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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JACOBS
177 Pacific Highway
NORTH SYDNEY, NSW 2060
AUSTRALIA
Tel +61 (02) 9928 2100 Fax +61 (02) 9928 2500
Web www.jacobs.com

Transport Roads & Maritime Services

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CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
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ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY WB5 (MC10) - SHEET 4 OF 17

ROAD REGISTRATION No. DS2017/000204

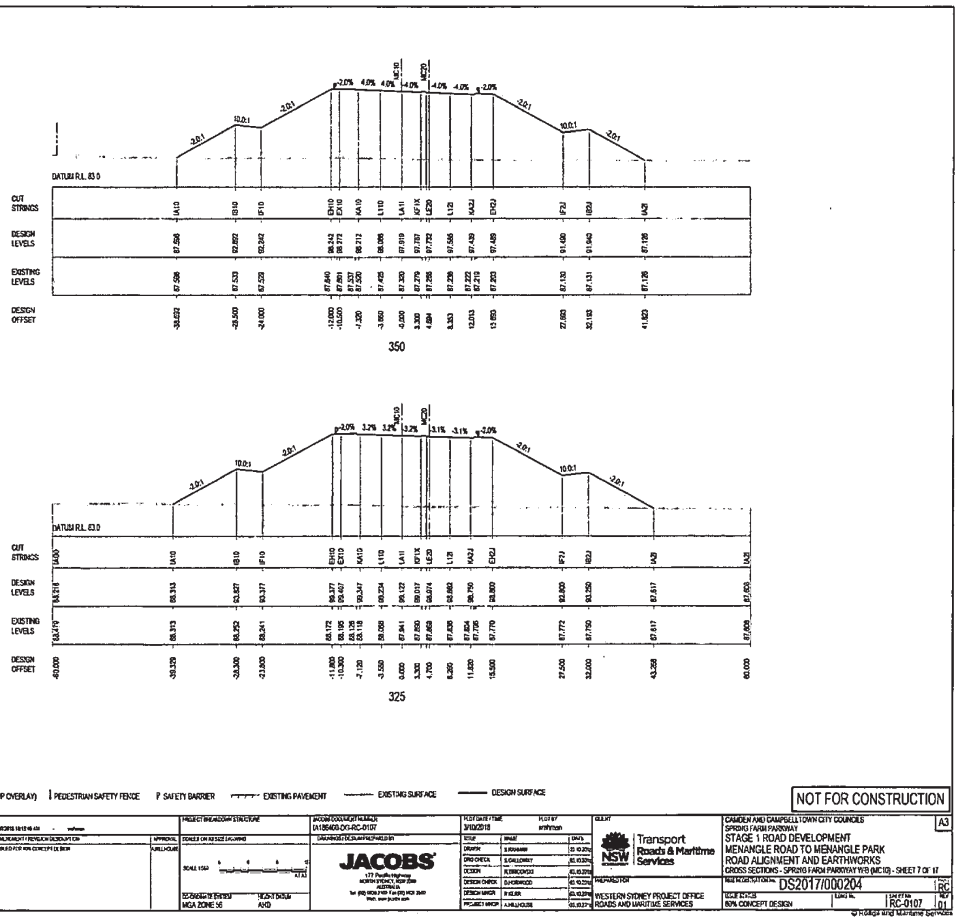
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LEGEND

MCL01 CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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PROJECT BREAKDOWN STRUCTURE	JACOBS DOCUMENT NUMBER	PLOT DATE / TIME	CLIENT
SCALE (AT A3 SIZE DRAWING)	DRAWING NUMBER PREFIX BY	3/05/2018	Transport Roads & Maritime Services
SCALE 1:500	JACOBS	PLOT BY	
MGA ZONE 56 AHD	177 Pacific Highway NORTH SYDNEY, NSW 2060 AUSTRALIA		

DESIGNED	E.GALLOWAY	03.10.2016	
DRAWN	E.GALLOWAY	03.10.2016	
DRG CHECK	E.GALLOWAY	03.10.2016	
DESIGN	A.SIMMONDS	03.10.2016	
DESIGN CHECK	A.SIMMONDS	03.10.2016	
DESIGN MNGR	R.KLEIN	03.10.2016	
PROJECT MNGR	A.MELHOUSE	03.10.2016	

PREPARATION: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY RTB (MC10) - SHEET 6 OF 17

REGISTRATION No. DS2017/000204

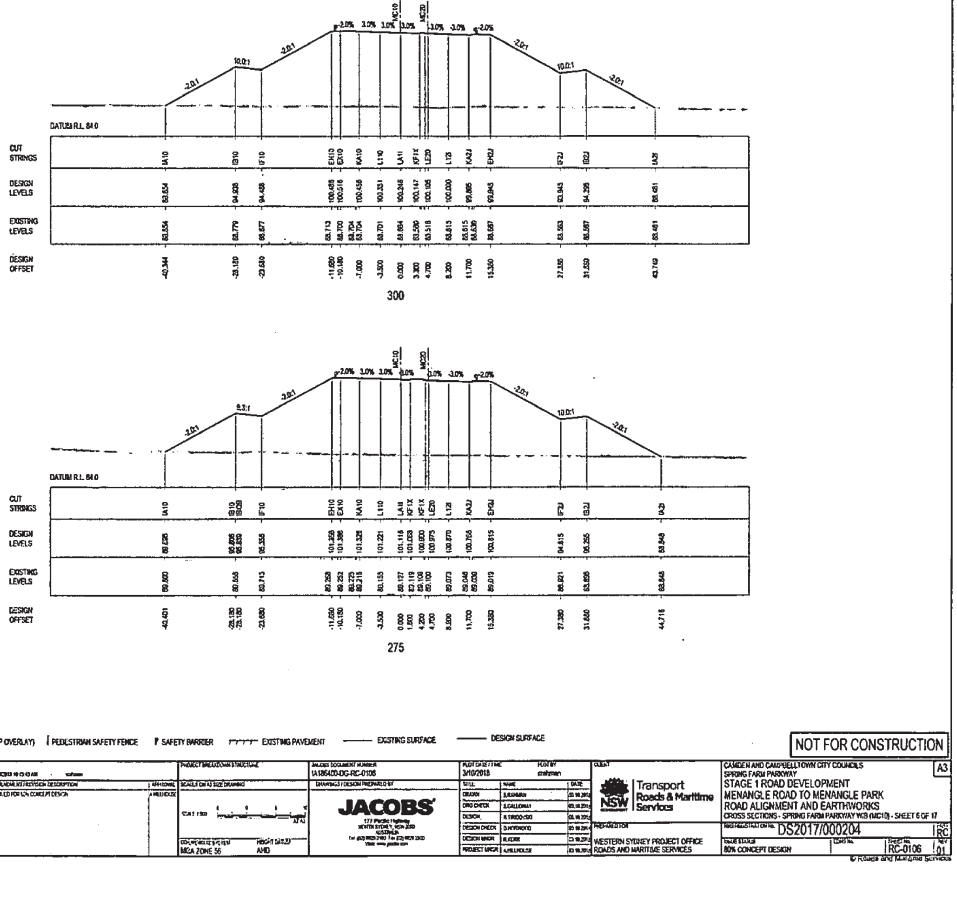
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LEGEND

MCL01 CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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PROJECT BREAKDOWN STRUCTURE	JACOBS DOCUMENT NUMBER	PLOT DATE / TIME	CLIENT
SCALE (AT A3 SIZE DRAWING)	DRAWING NUMBER PREFIX BY	3/05/2018	Transport Roads & Maritime Services
SCALE 1:500	JACOBS	PLOT BY	
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PREPARATION: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

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SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY RTB (MC10) - SHEET 6 OF 17

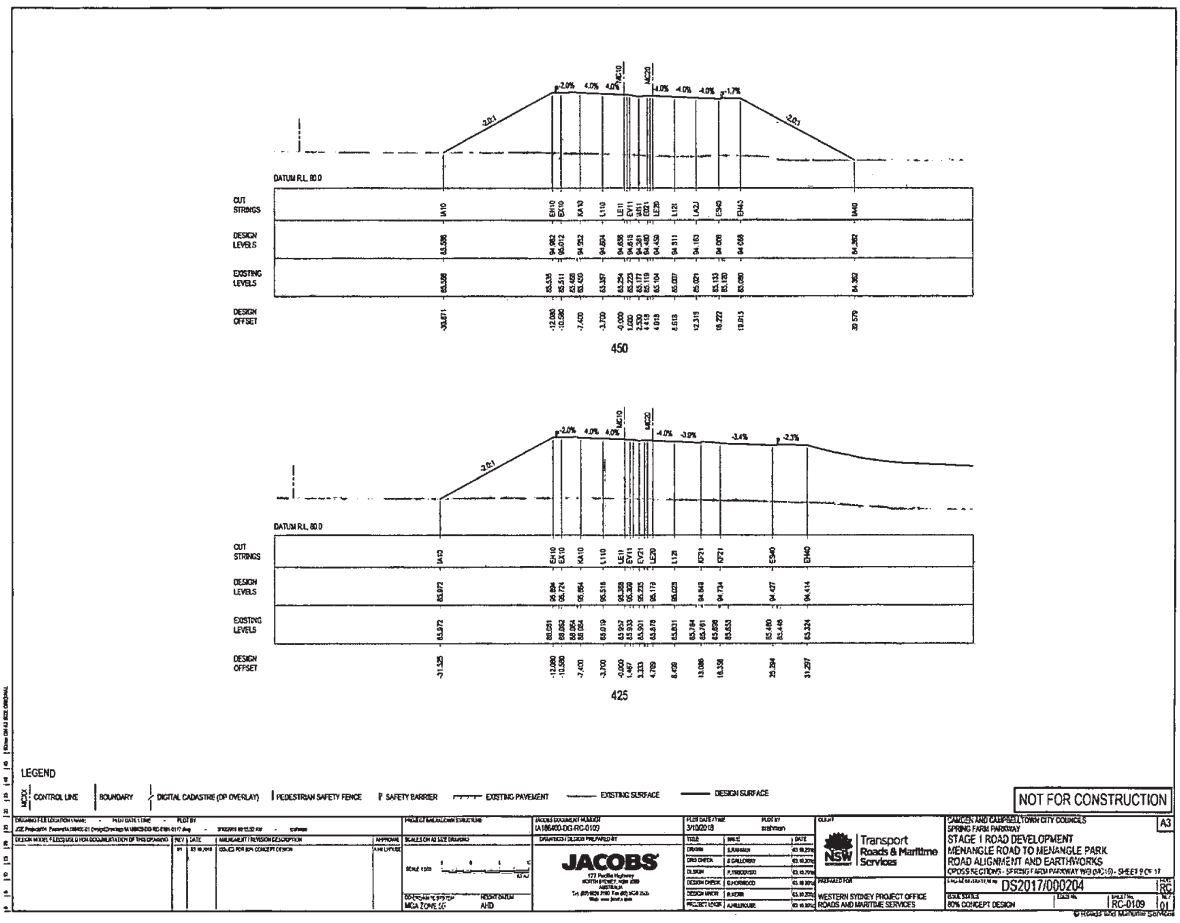
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ISSUE STATUS	LOAD No.	SHEET No. / REV
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LEGEND

MCK CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 8 OF 17

DS2017/000204

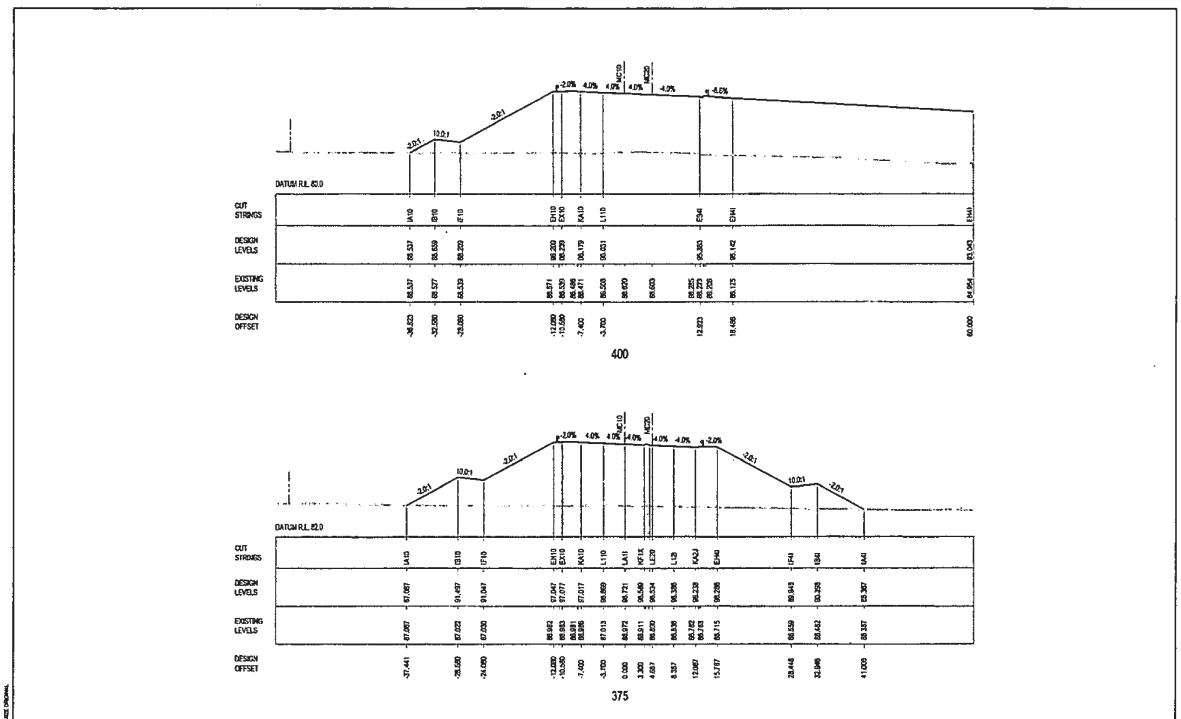
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LEGEND

MCK CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 8 OF 17

DS2017/000204

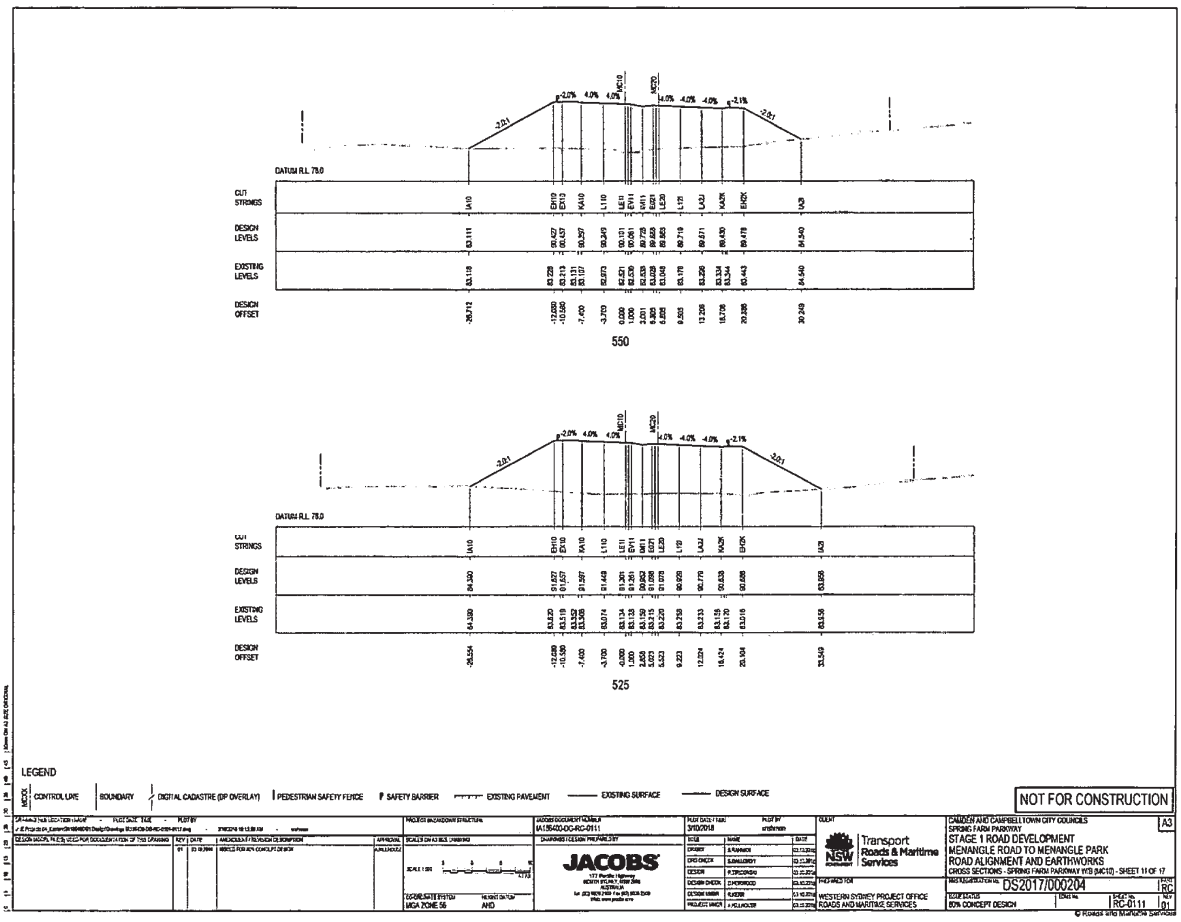
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LEGEND

MCDC CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY 1975 (MC10) - SHEET 11 OF 17

DS2017/000204

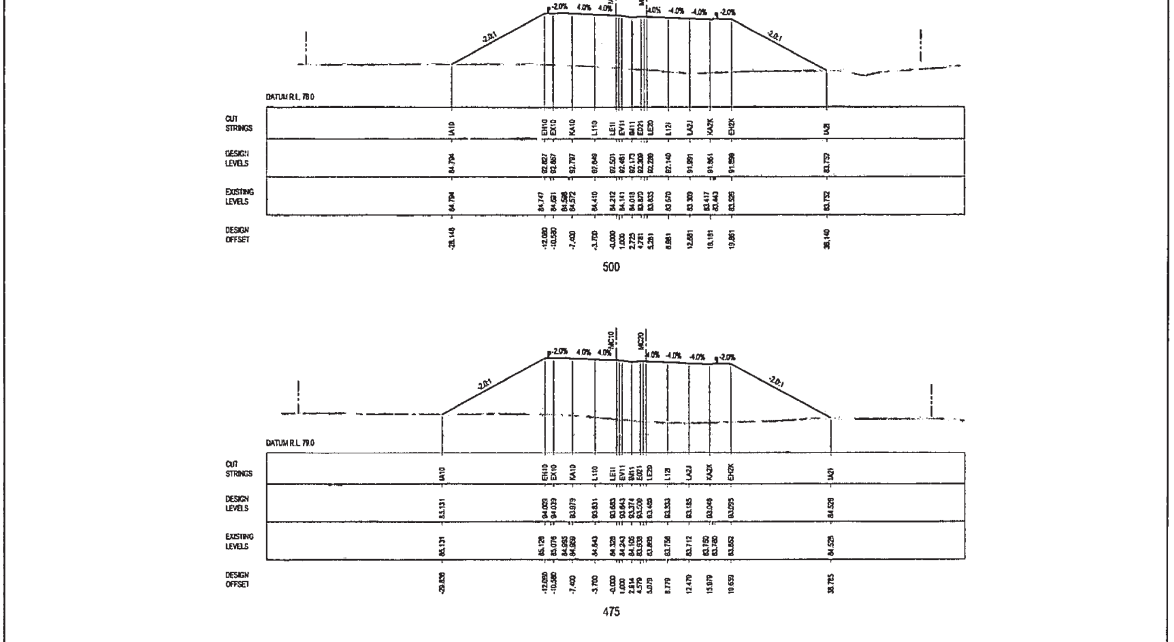
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LEGEND

MCDC CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY 1975 (MC10) - SHEET 10 OF 17

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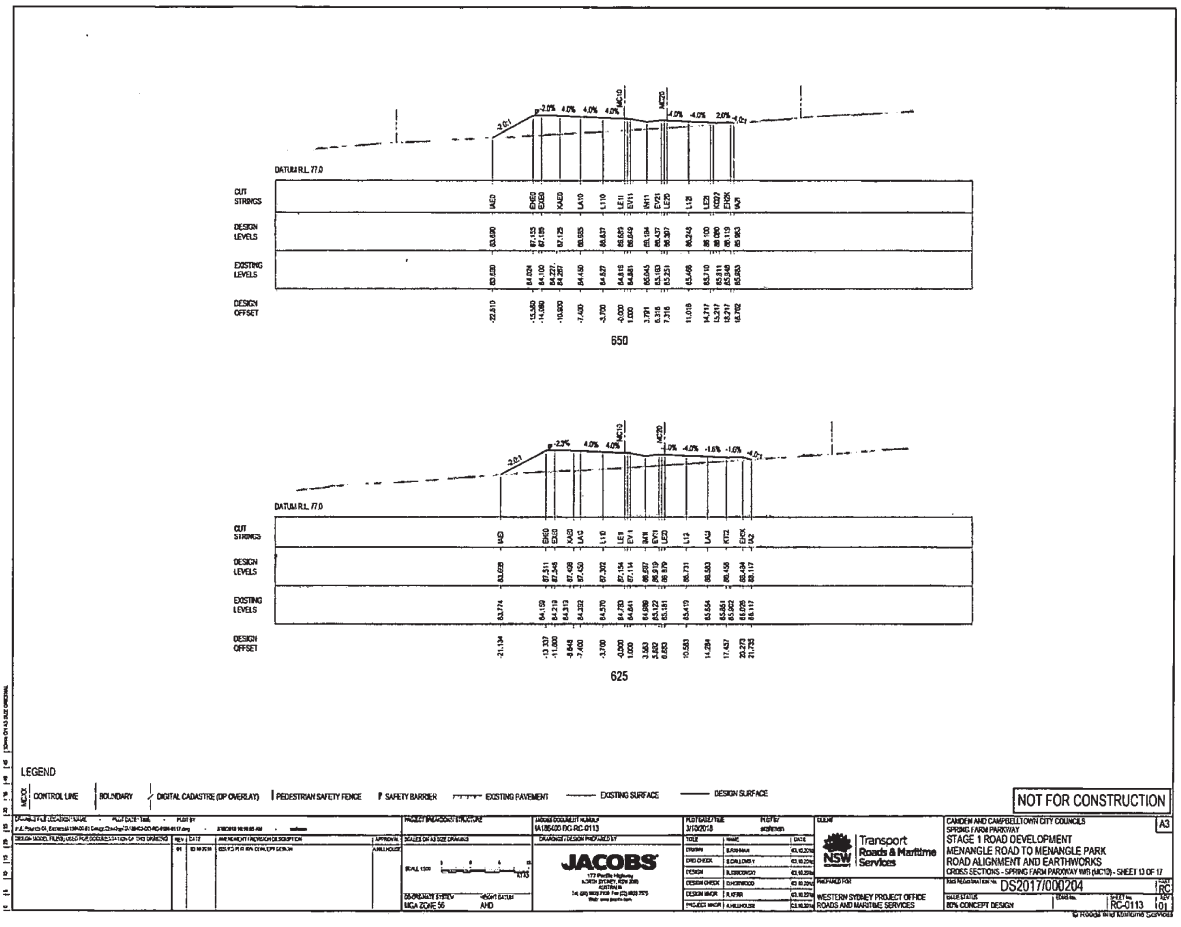
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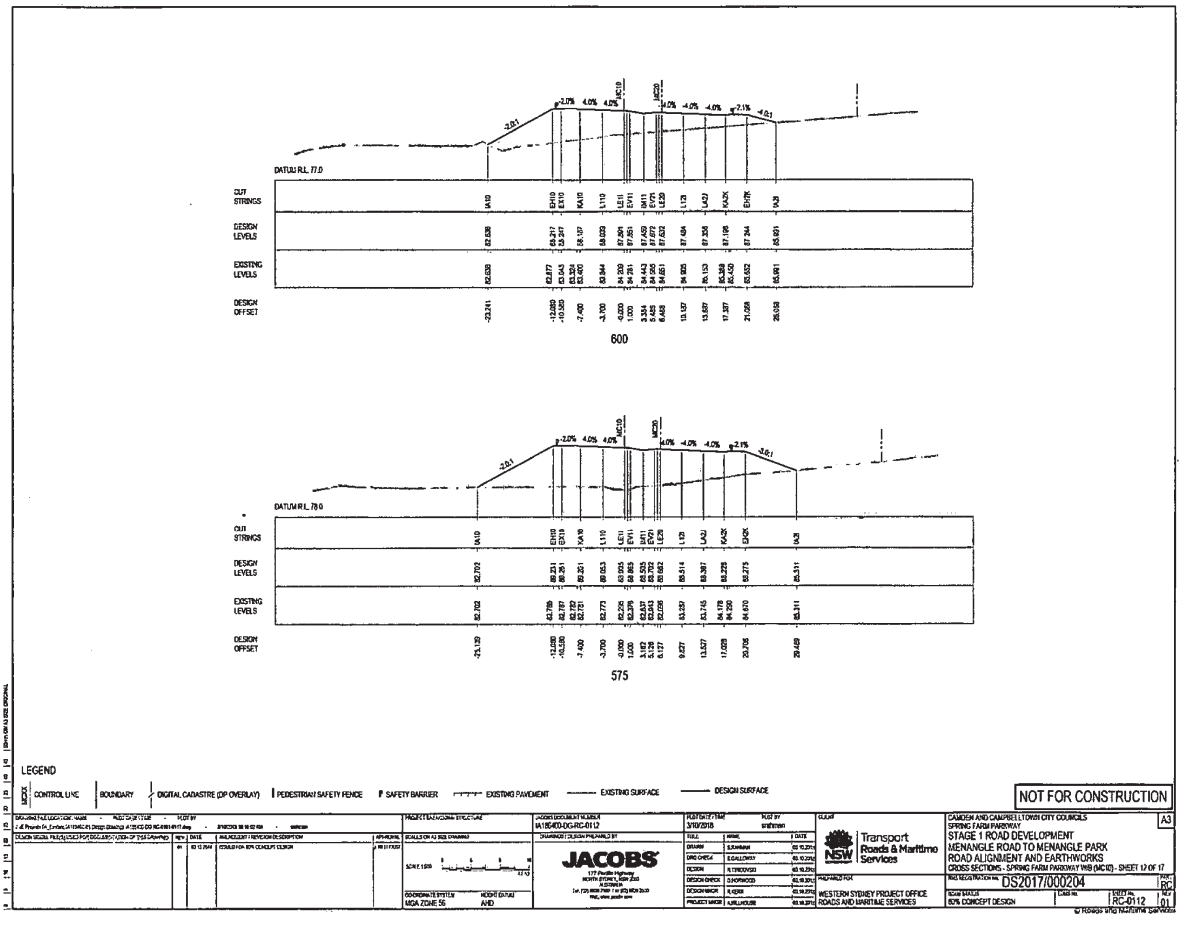
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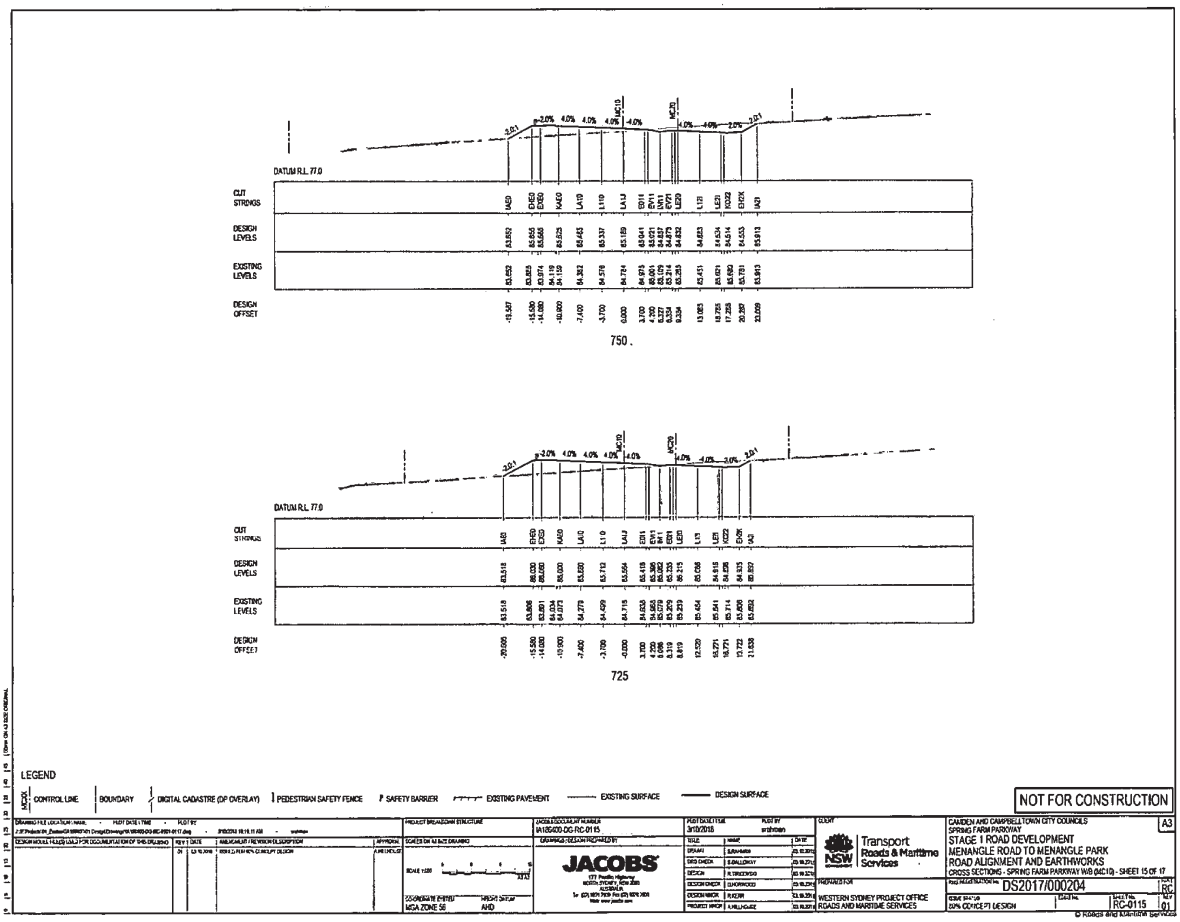
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LEGEND

MCD1 CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 15 OF 17

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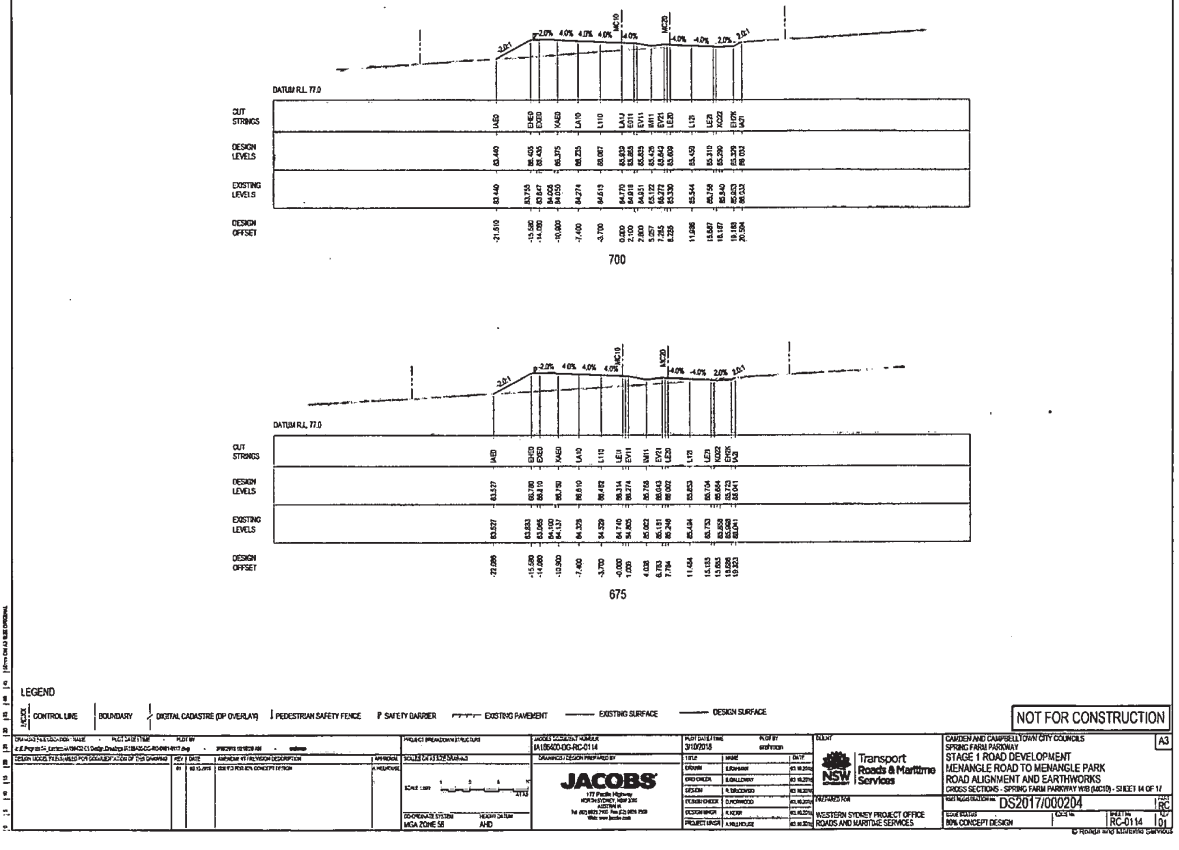
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LEGEND

MCD1 CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 14 OF 17

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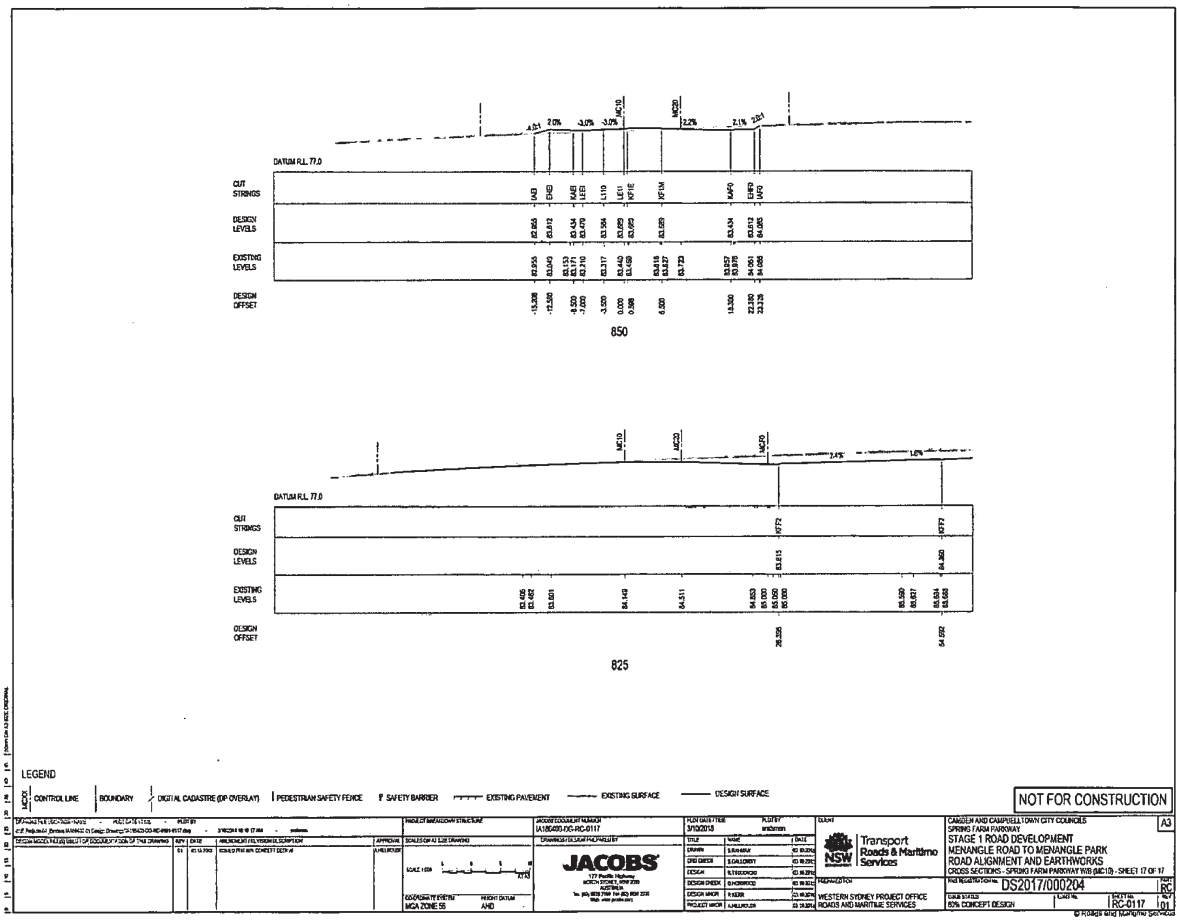
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LEGEND

MCDX | CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 17 OF 17

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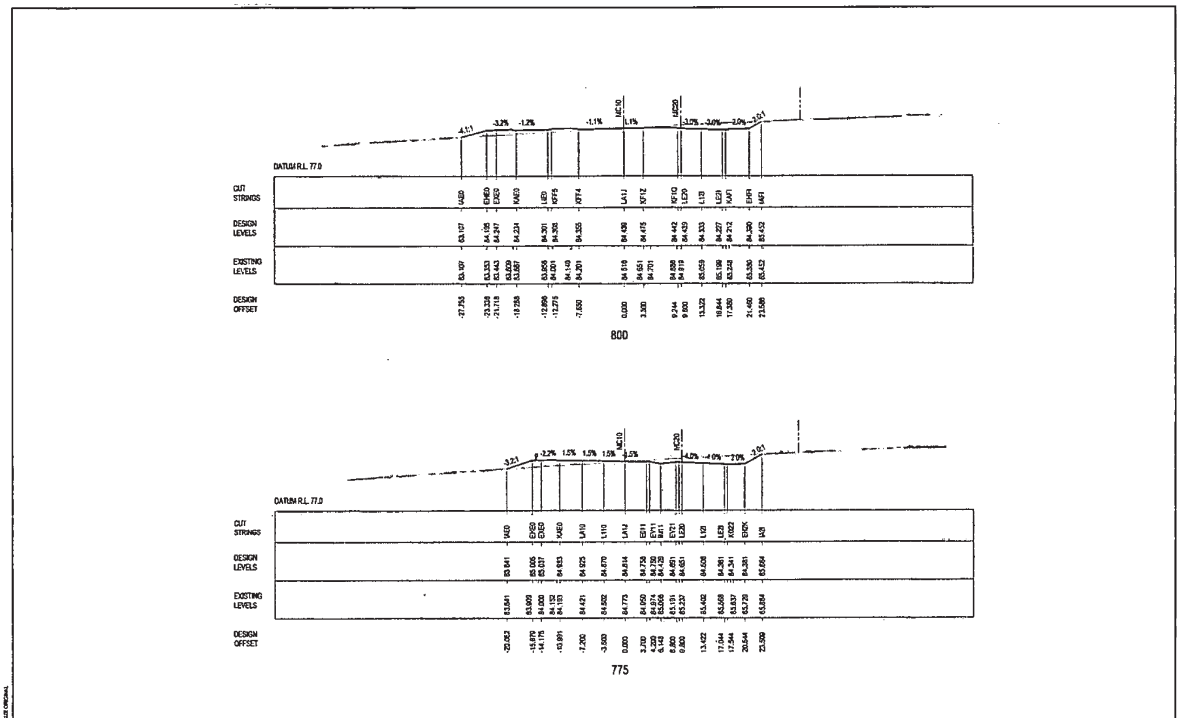
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LEGEND

MCDX | CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SPRING FARM PARKWAY WB (MC10) - SHEET 16 OF 17

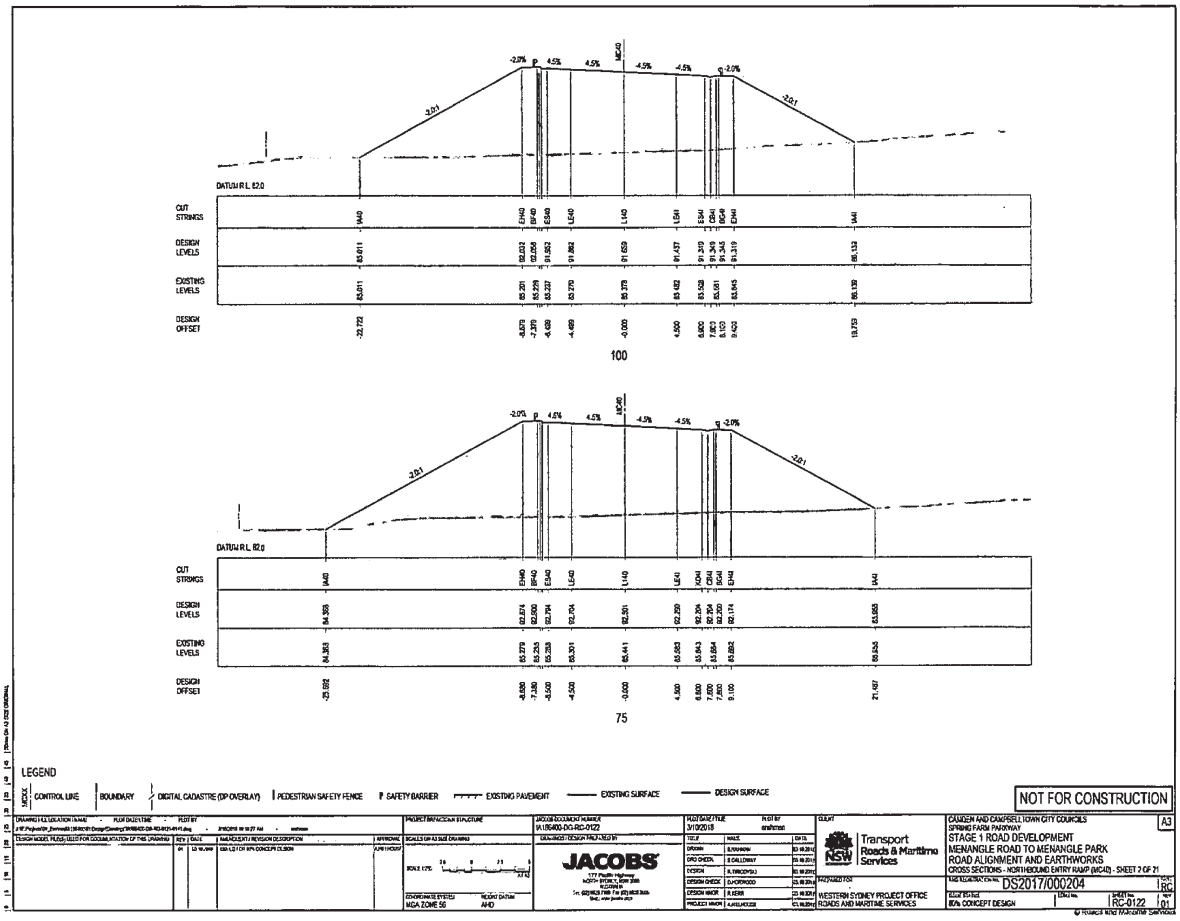
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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
GROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 2 OF 21

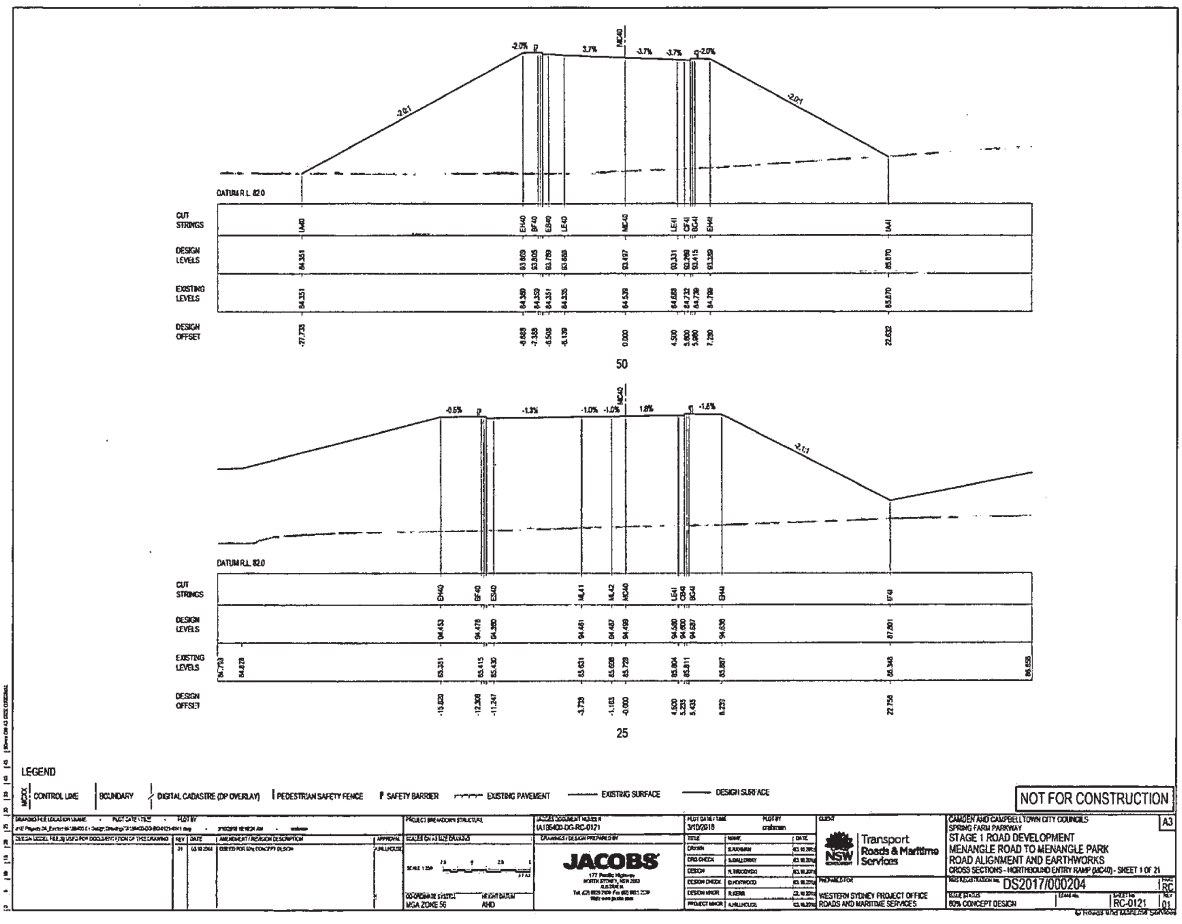
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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
GROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 1 OF 21

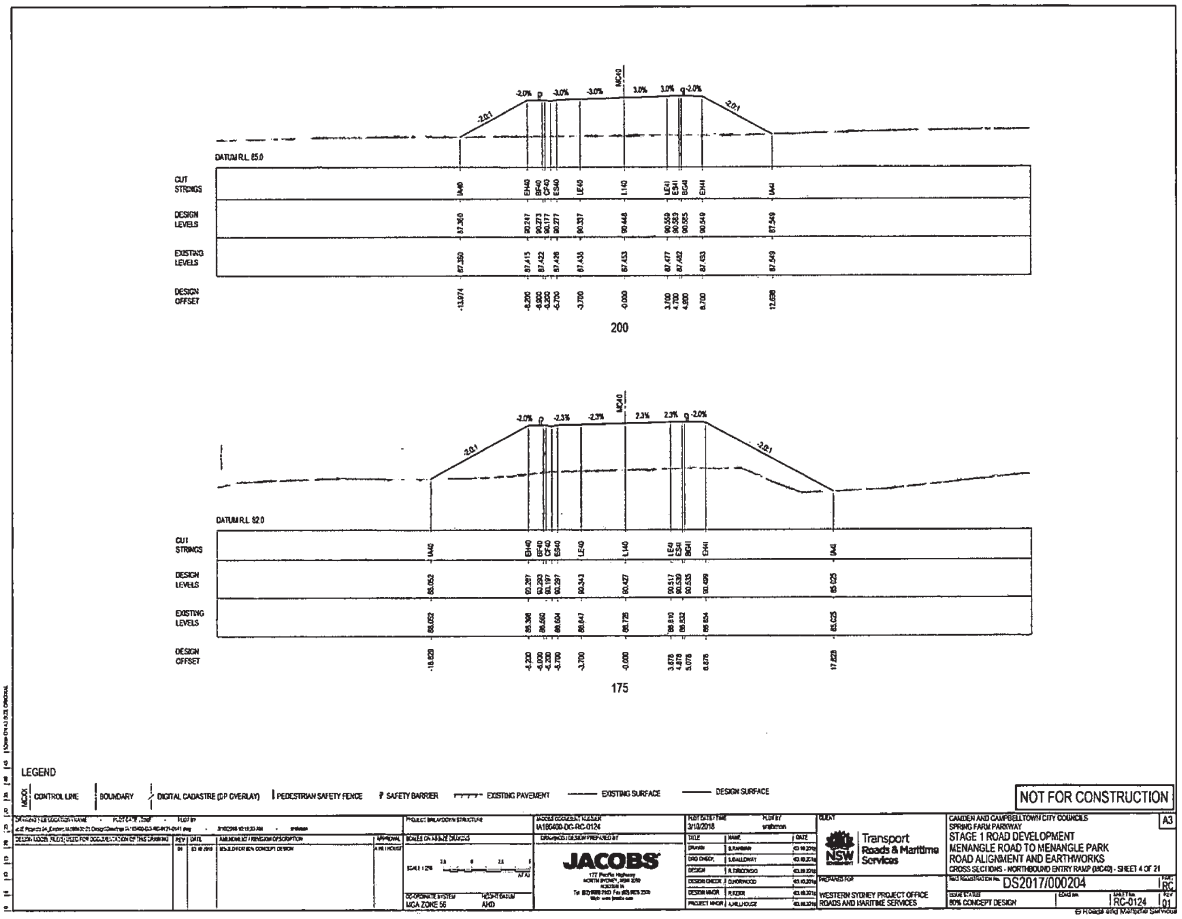
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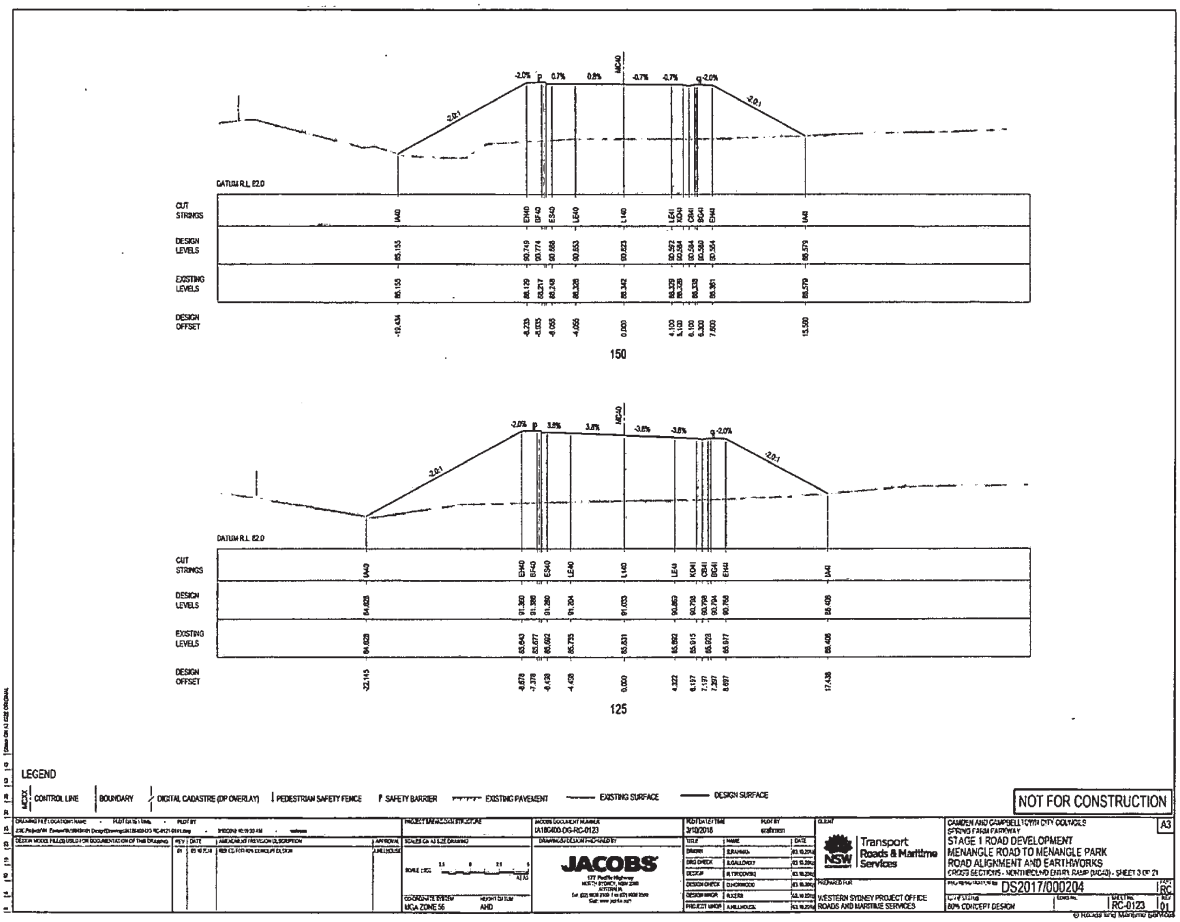
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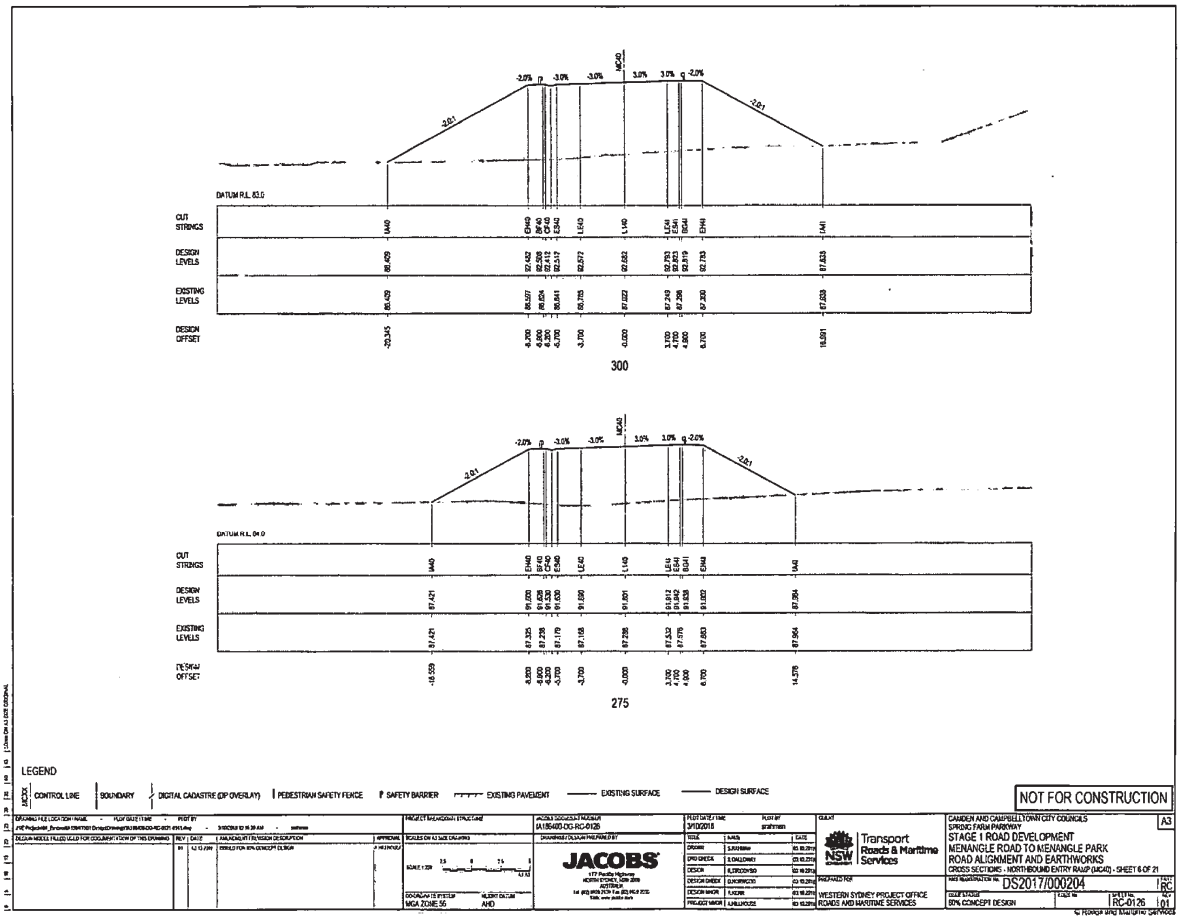


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CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 6 OF 21

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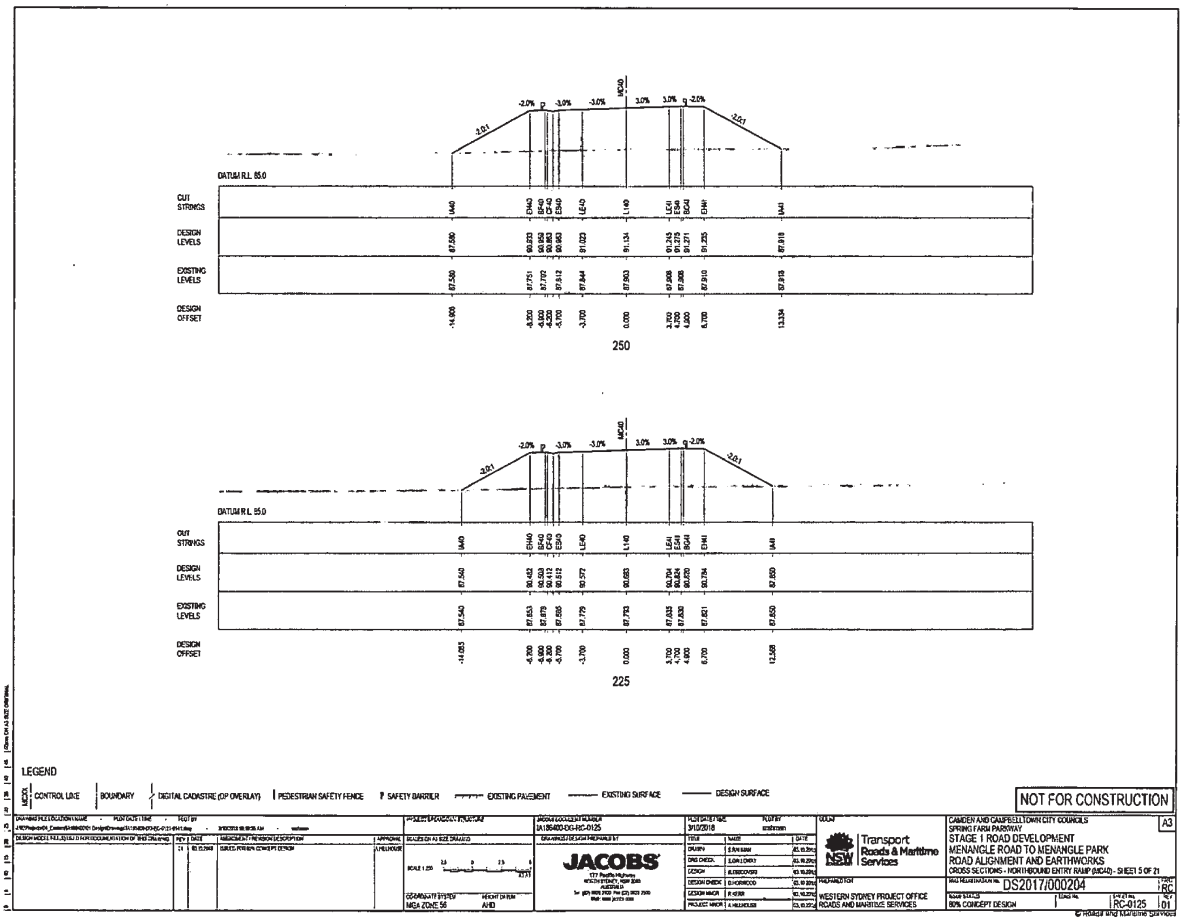
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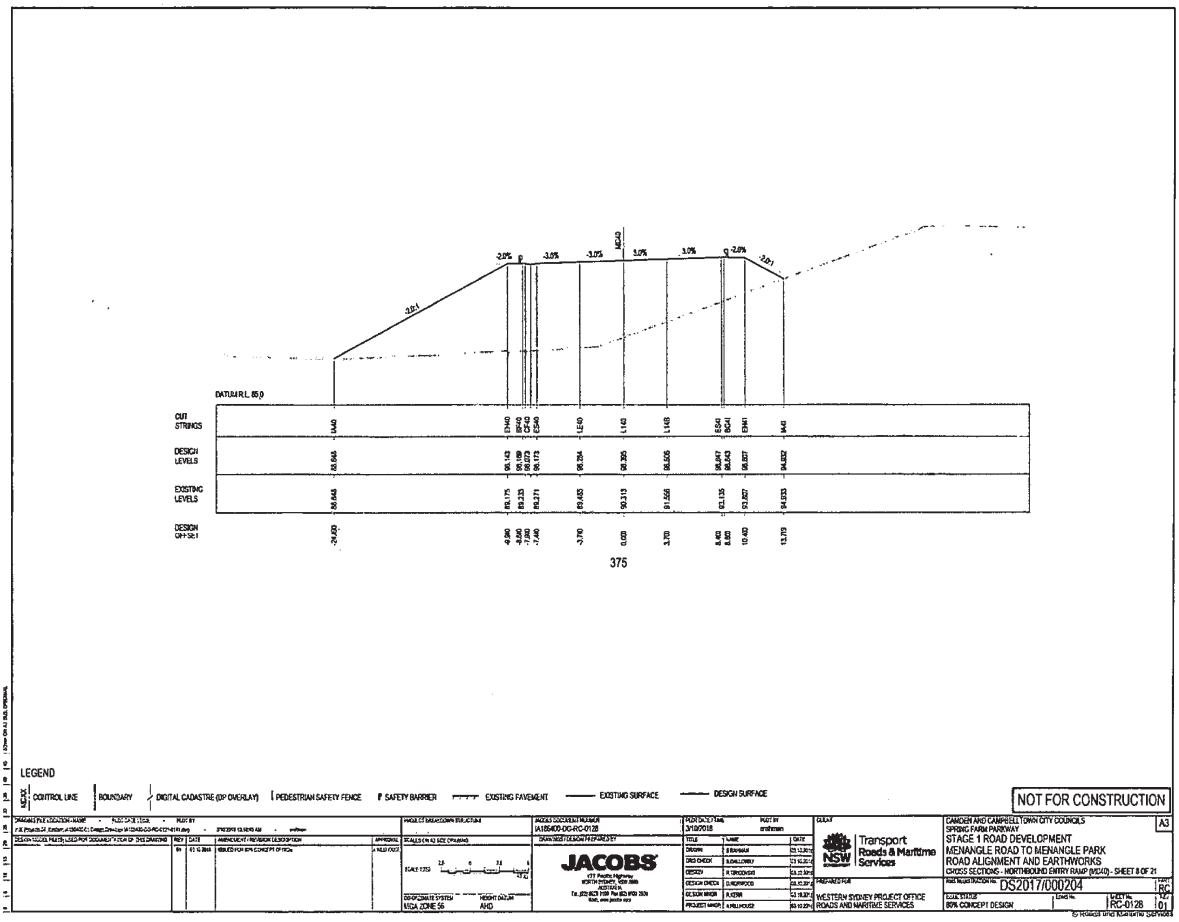
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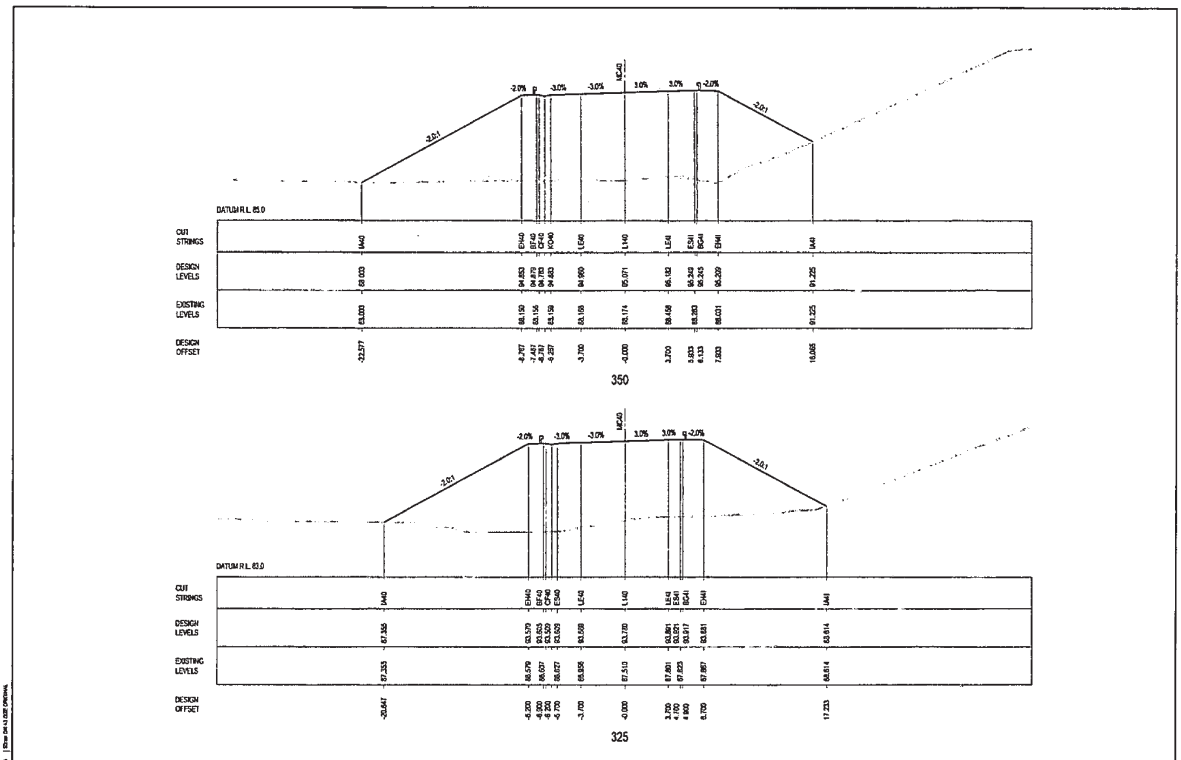
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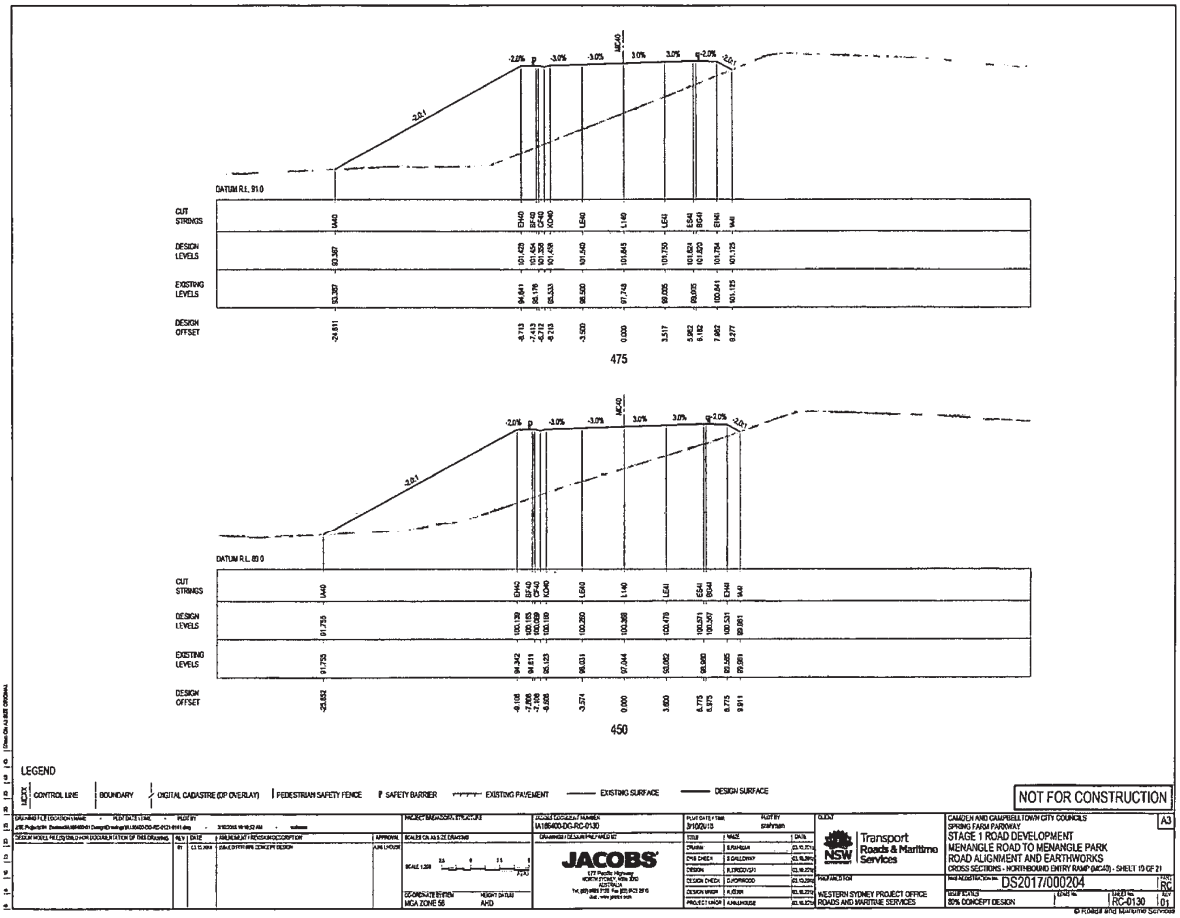
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STAGE 1 ROAD DEVELOPMENT
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CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 8 OF 21
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CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 7 OF 21
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JACOBS DOCUMENT NUMBER: IA185405-DG-RC-0130
DRAWING TITLE: MAP/SHEET NO.

PLOT DATE / TIME	PLOTTED BY
3/10/2019	shahrzad

TITLE	NAME	DATE
DRAWN	S.RANJKAR	03.10.2019
CHD CHECK	S.GALLOWAY	03.10.2019
DESIGN	A.STRODOV	03.10.2019
DESIGN CHECK	S.WOODCOCK	03.10.2019
DESIGN MNGR	K.DEAN	03.10.2019
PROJECT MNGR	A.MILHOUSE	03.10.2019

CLIENT: Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MCA0) - SHEET 10 OF 21

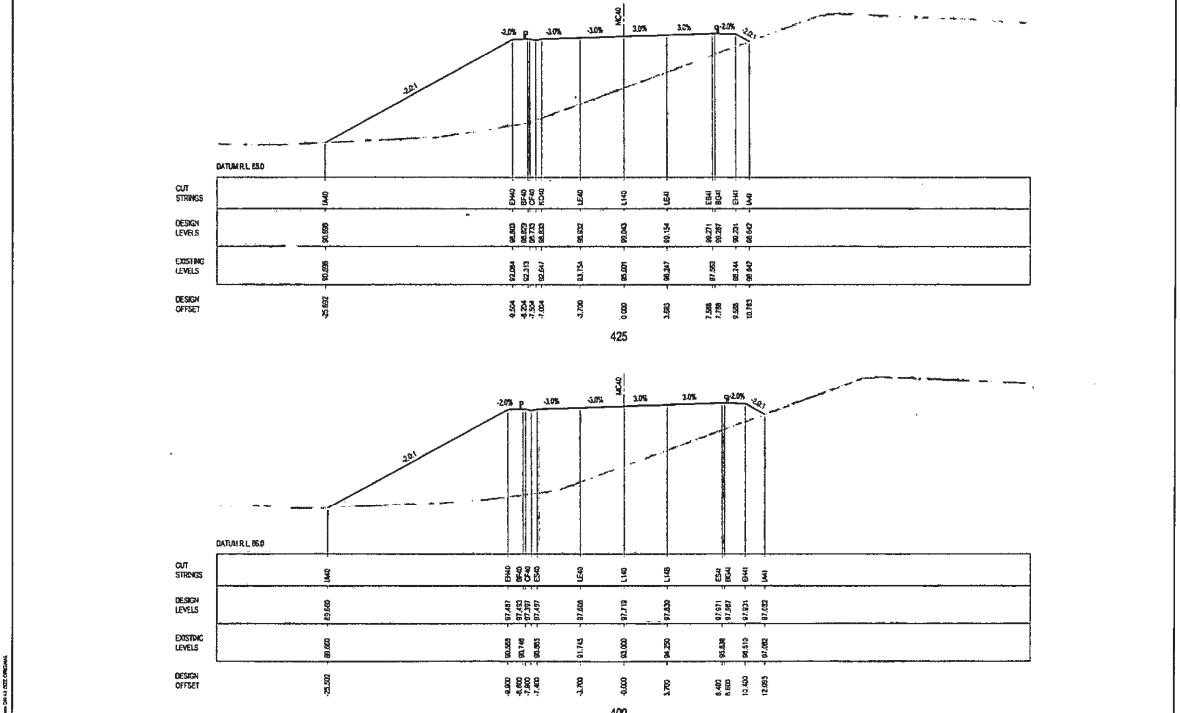
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STAGE/STATUS	DRAWING No	SHEET No	REV
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PLOT DATE / TIME	PLOTTED BY
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CHD CHECK	S.GALLOWAY	03.10.2019
DESIGN	A.STRODOV	03.10.2019
DESIGN CHECK	S.WOODCOCK	03.10.2019
DESIGN MNGR	K.DEAN	03.10.2019
PROJECT MNGR	A.MILHOUSE	03.10.2019

CLIENT: Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

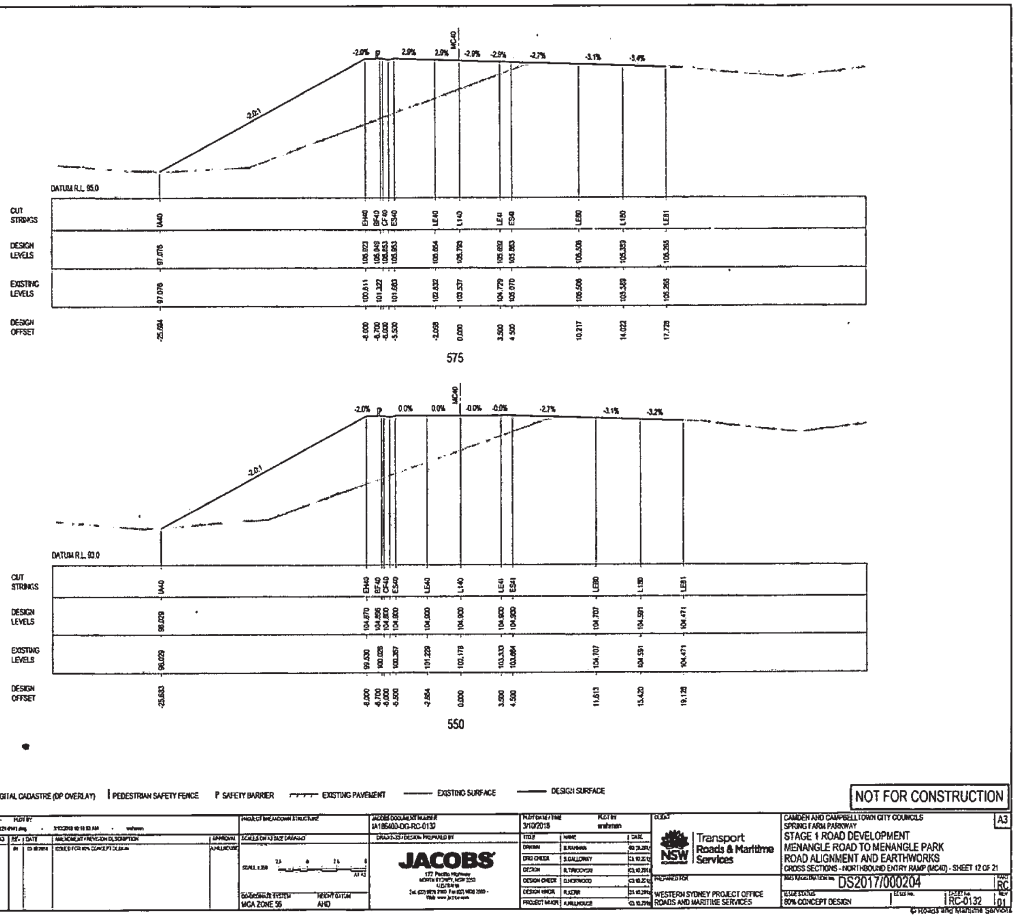
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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MCA0) - SHEET 9 OF 21

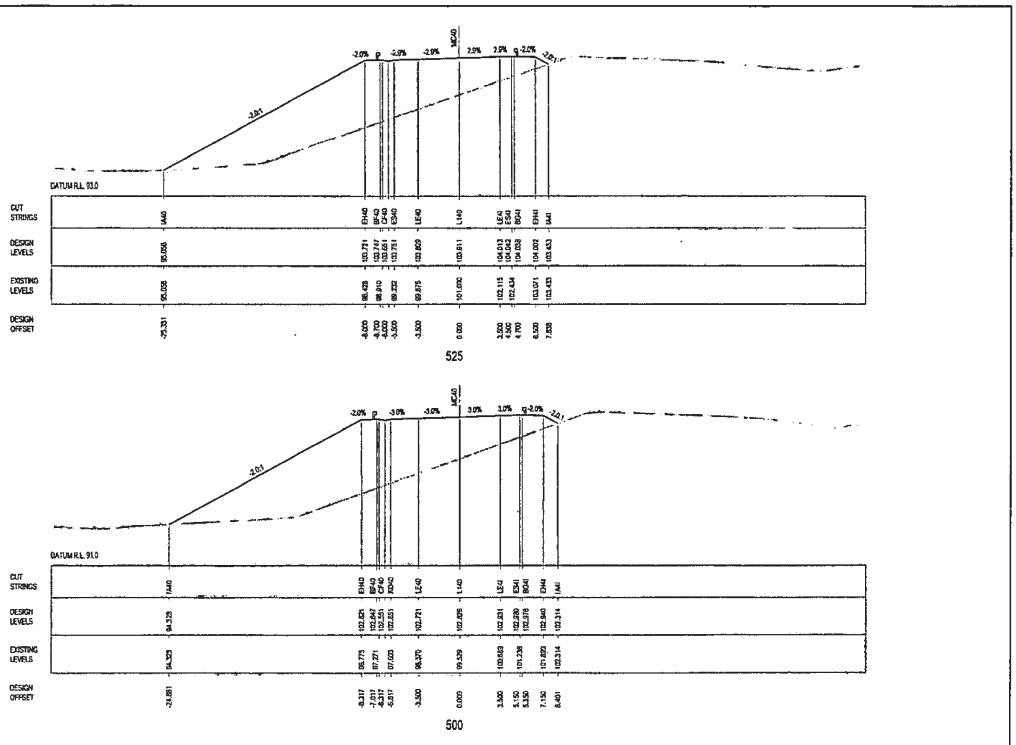
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STAGE/STATUS	DRAWING No	SHEET No	REV
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CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 11 OF 21

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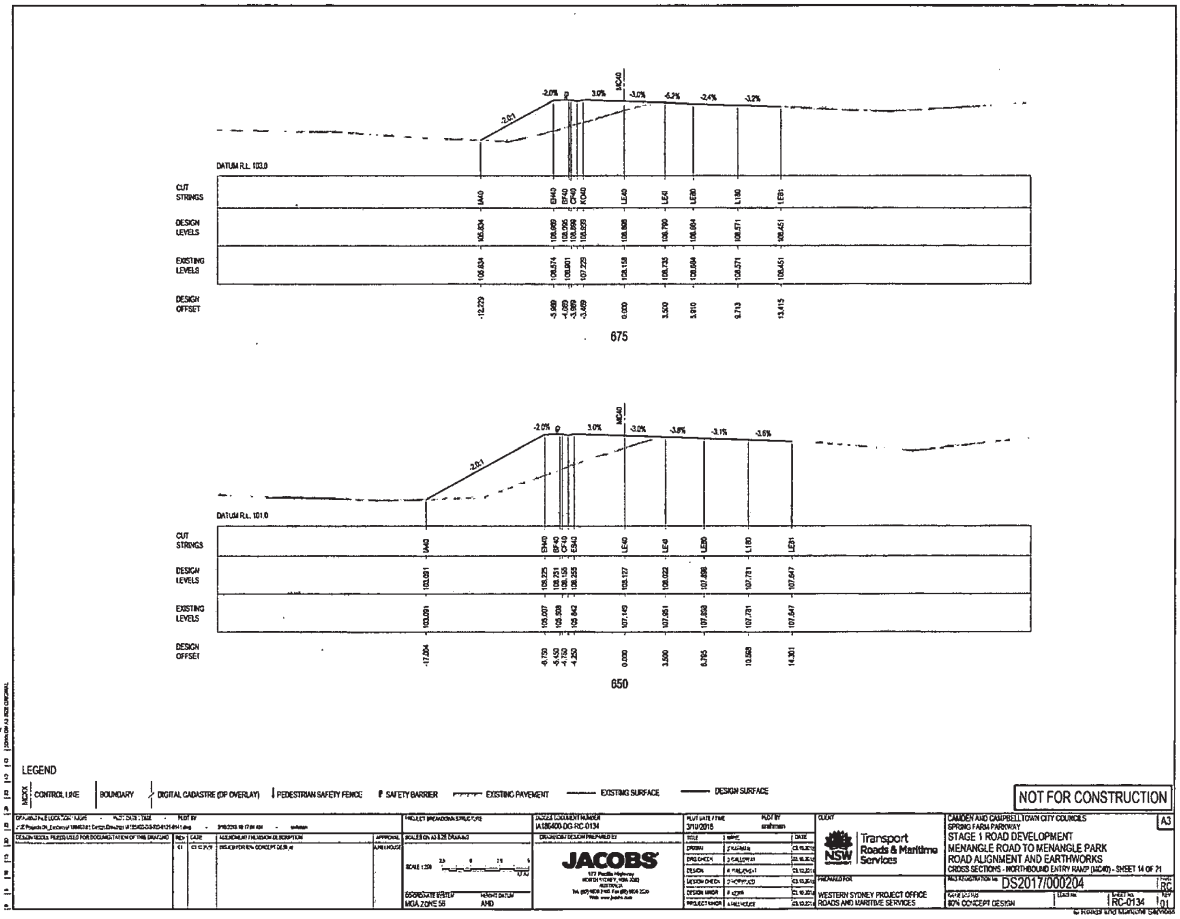
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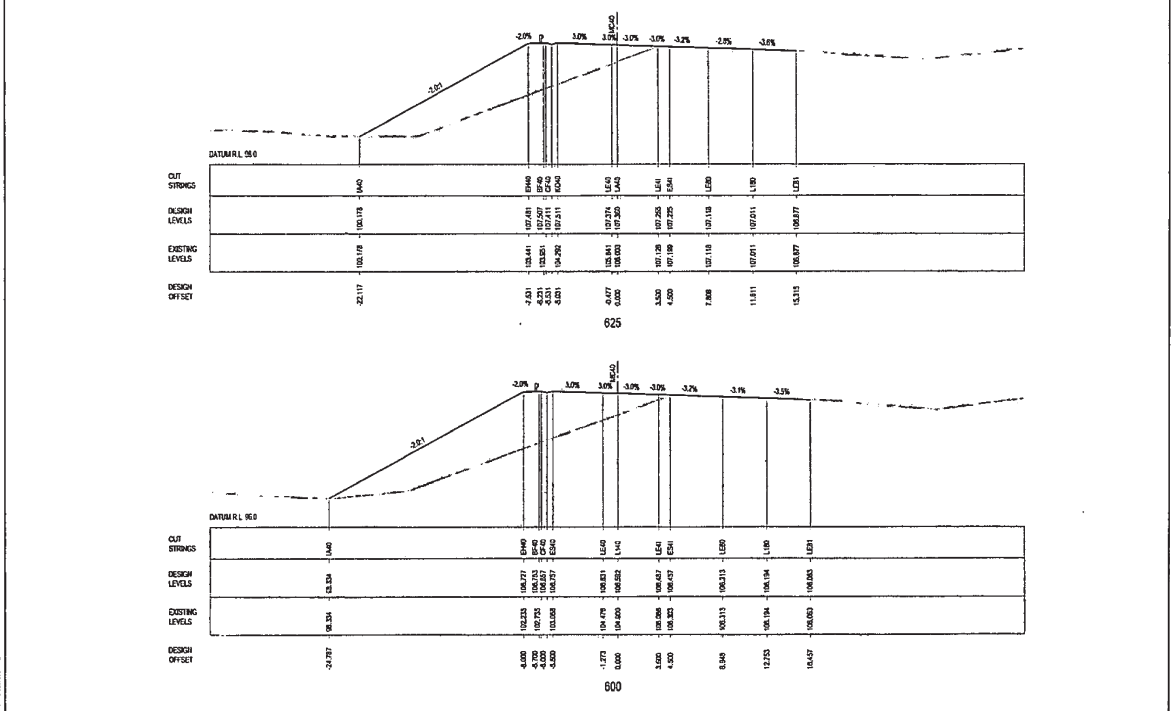
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SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MD40) - SHEET 14 OF 21

SHEET SIZE: A3
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DRAWING No: RC-0134
REV: 01
SCALE: AS SHOWN
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STAGE STATUS: 80% CONCEPT DESIGN

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LEGEND

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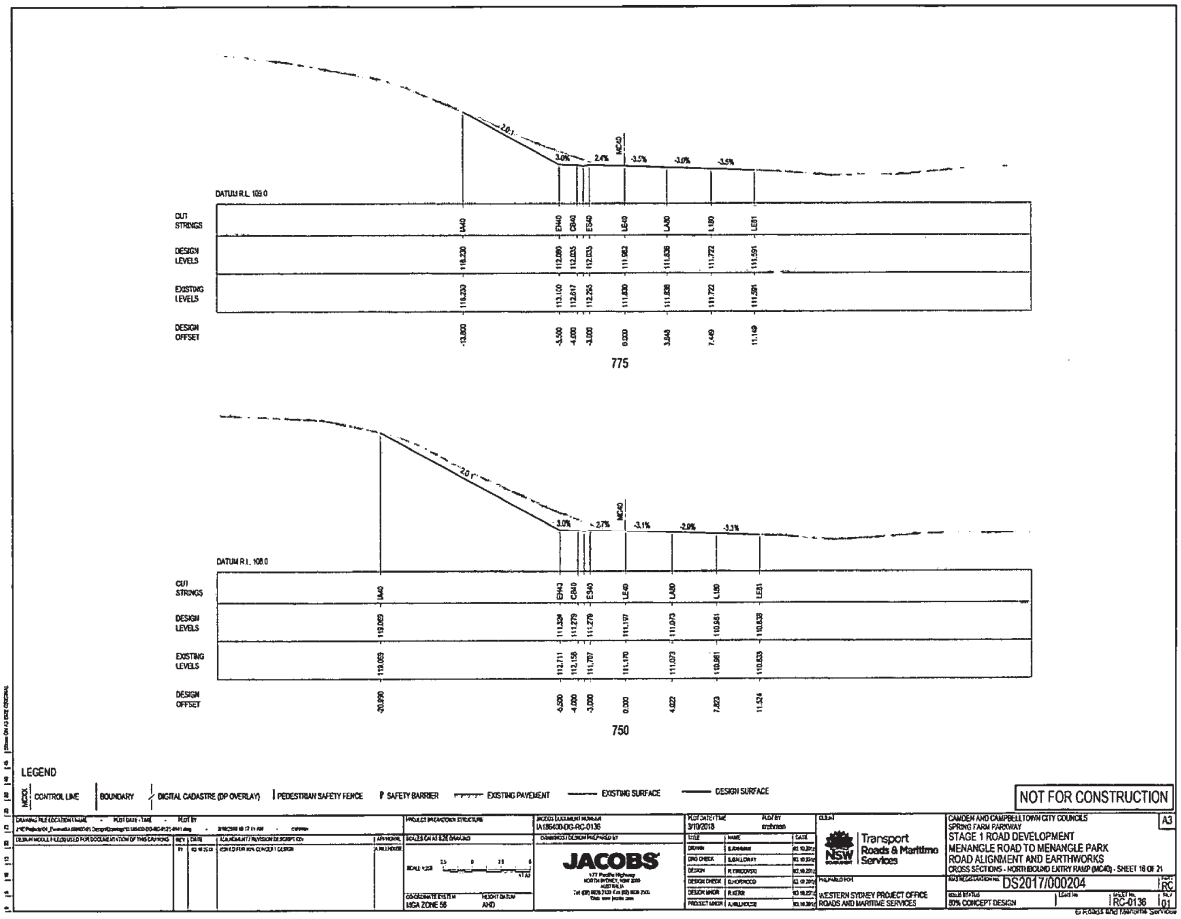
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PREPARED FOR: ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
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SHEET SIZE: A3
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DRAWING No: RC-0133
REV: 01
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STAGE STATUS: 80% CONCEPT DESIGN

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ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MC40) - SHEET 16 OF 21

ROAD NUMBER DS2017/000204

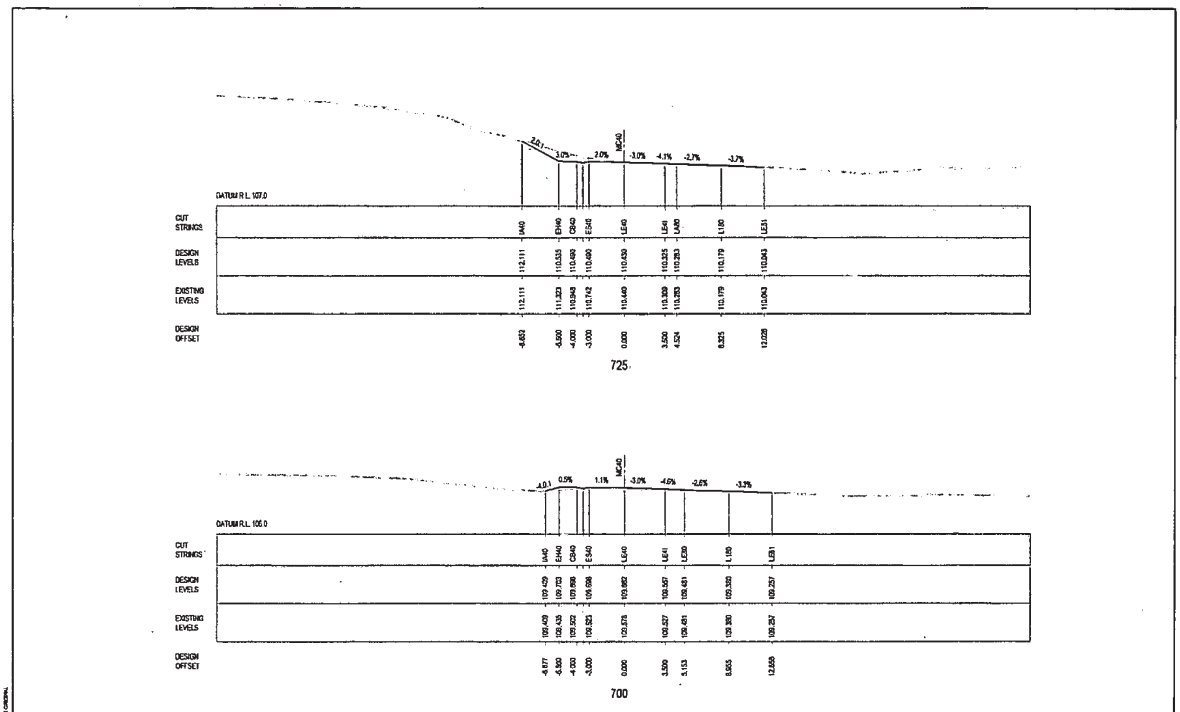
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ROAD NUMBER DS2017/000204

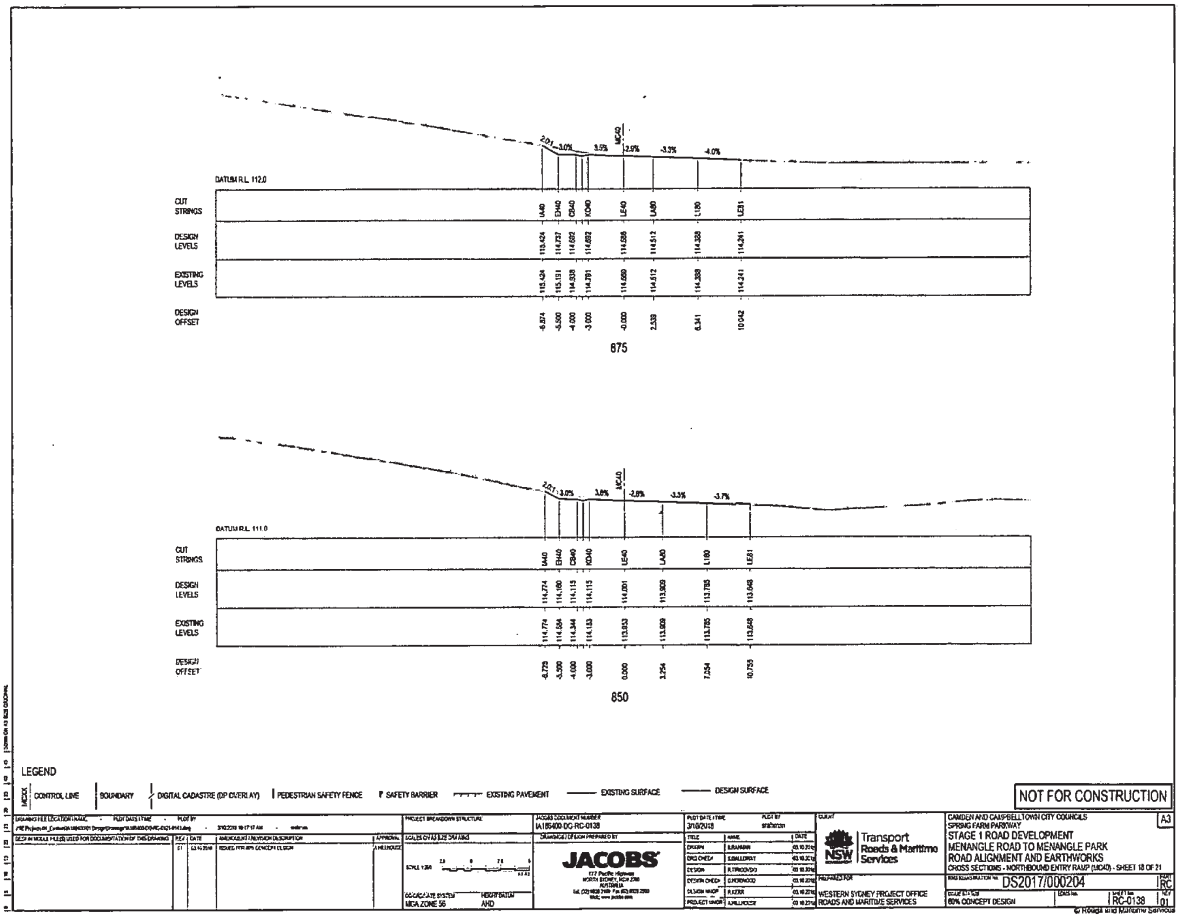
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CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MCAD) - SHEET 18 OF 21

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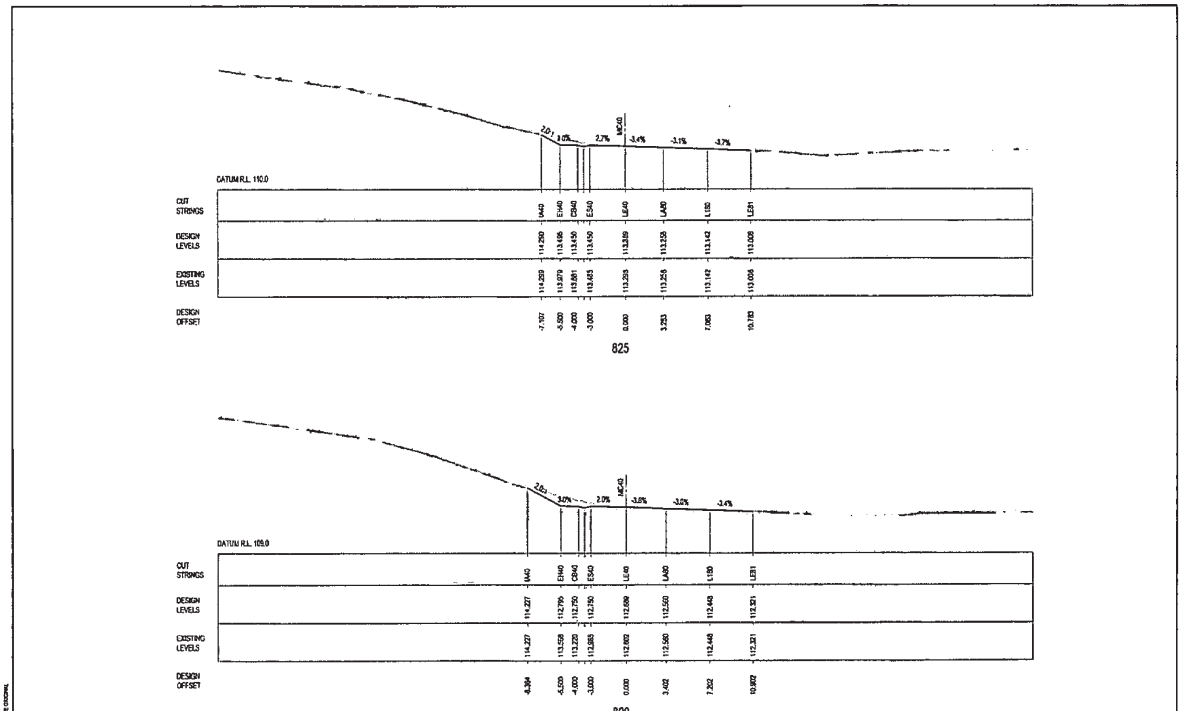
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ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - NORTHBOUND ENTRY RAMP (MCAD) - SHEET 17 OF 21

DS2017/000204

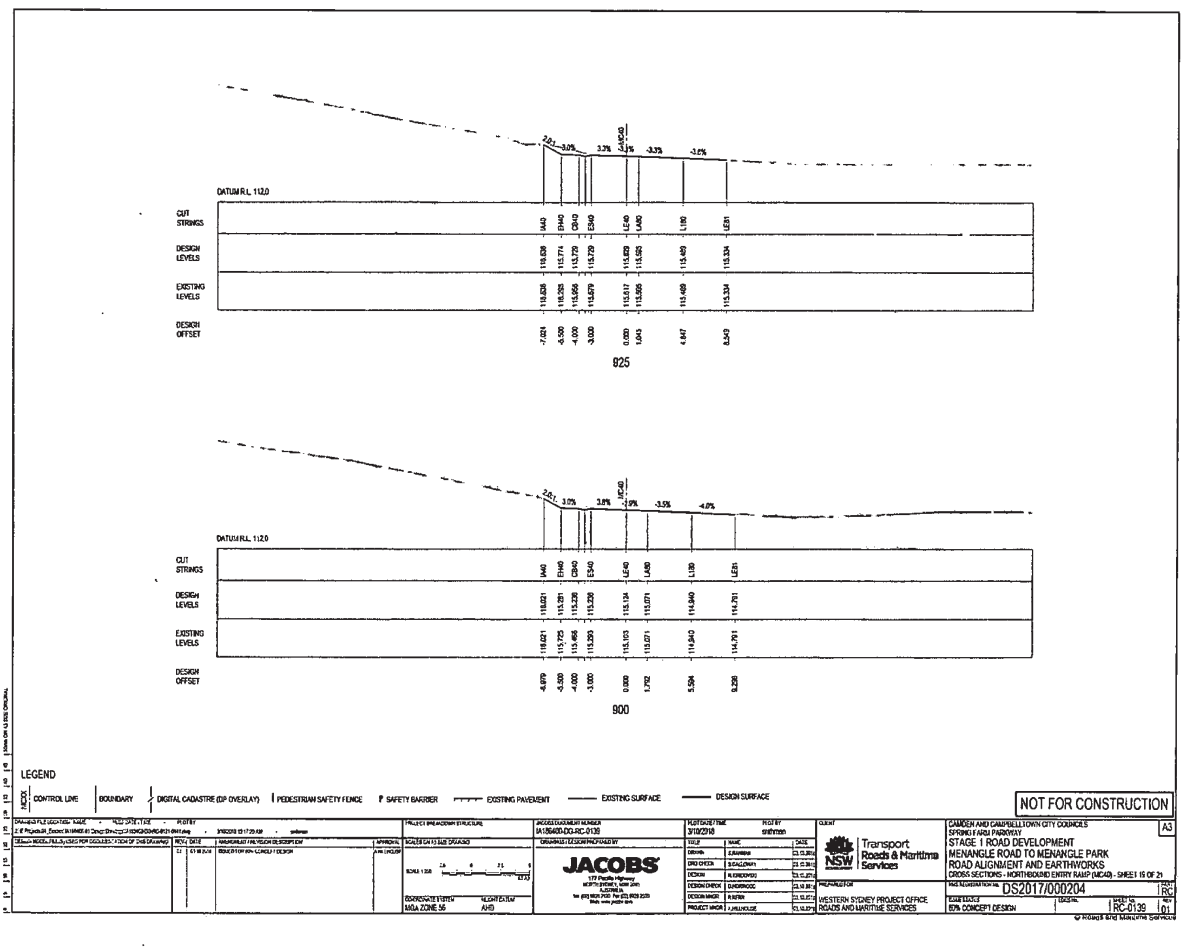
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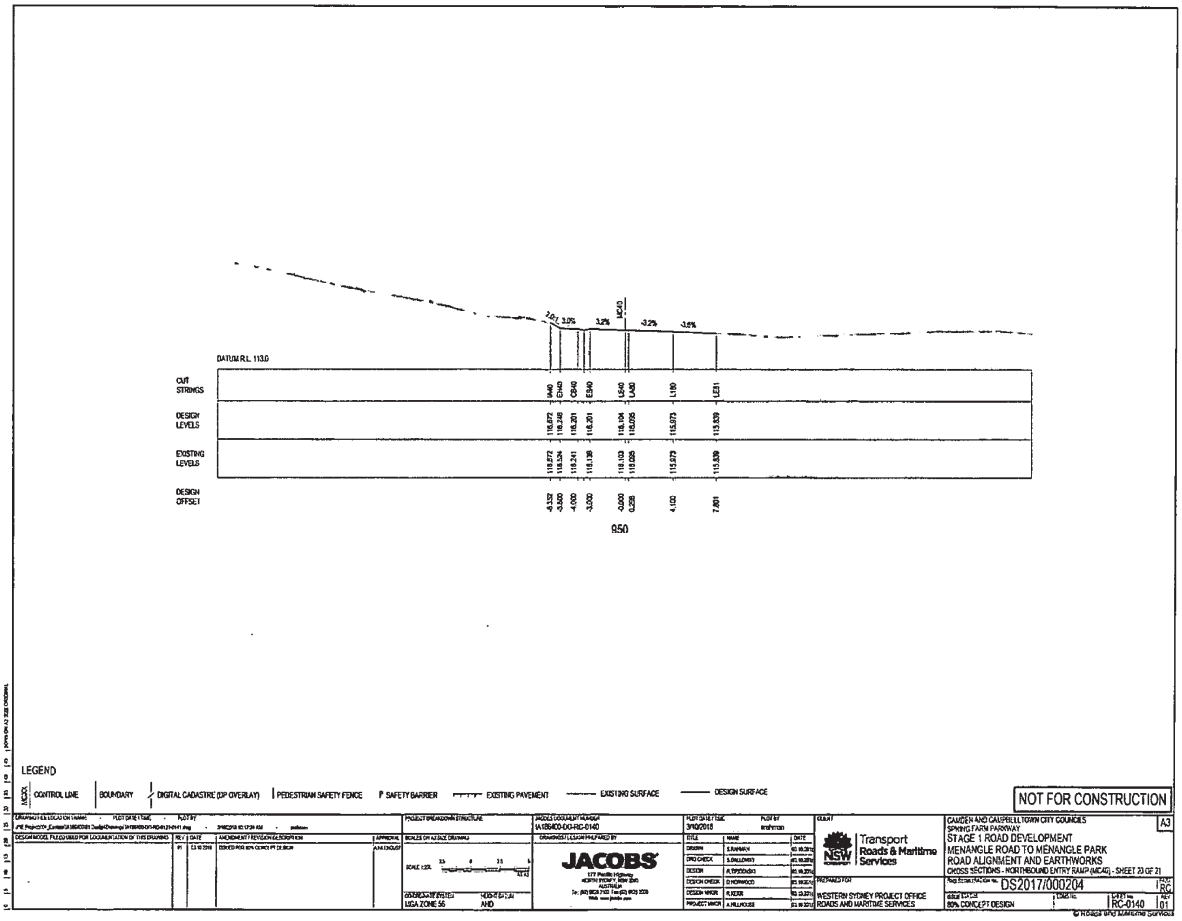
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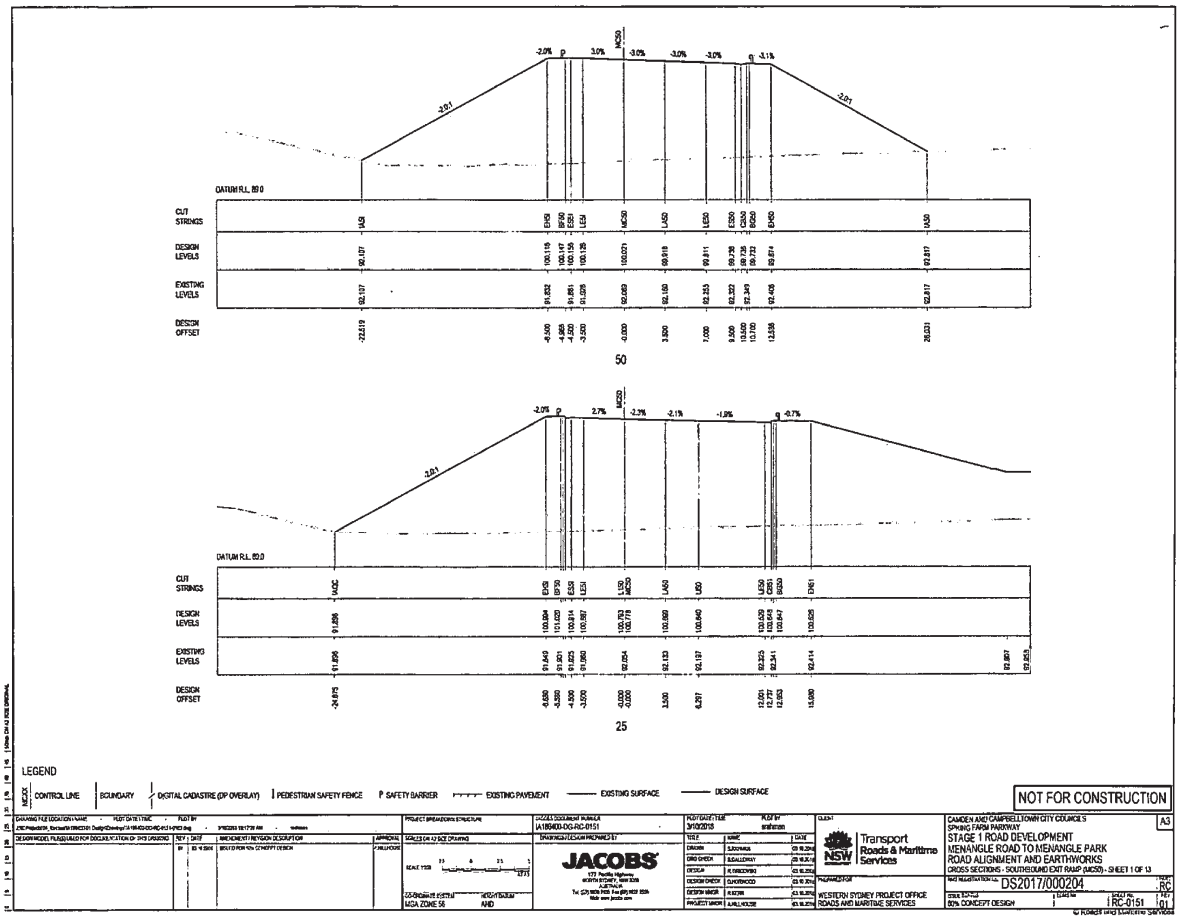
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JACOBS DOCUMENT NUMBER: IA195400-DG-RC-0151

PLOT DATE / TIME: 3/05/2019 — PLOT BY: smithsm

	NAME	DATE
DESIGN	S.SUKHRAS	03.05.2019
DRG CHECK	S.GALLOWAY	03.05.2019
DESIGN	K.WENDOWSKI	03.05.2019
DESIGN CHECK	D.MCPHERSON	03.05.2019
DESIGN MNGR	R.KERR	03.05.2019
PROJECT MNGR	A.HILLHOUSE	03.05.2019

CLIENT: Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

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JACOBS DOCUMENT NUMBER: IA195400-DG-RC-0141

PLOT DATE / TIME: 3/05/2019 — PLOT BY: smithsm

	NAME	DATE
DESIGN	S.SUKHRAS	03.05.2019
DRG CHECK	S.GALLOWAY	03.05.2019
DESIGN	K.WENDOWSKI	03.05.2019
DESIGN CHECK	D.MCPHERSON	03.05.2019
DESIGN MNGR	R.KERR	03.05.2019
PROJECT MNGR	A.HILLHOUSE	03.05.2019

CLIENT: Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

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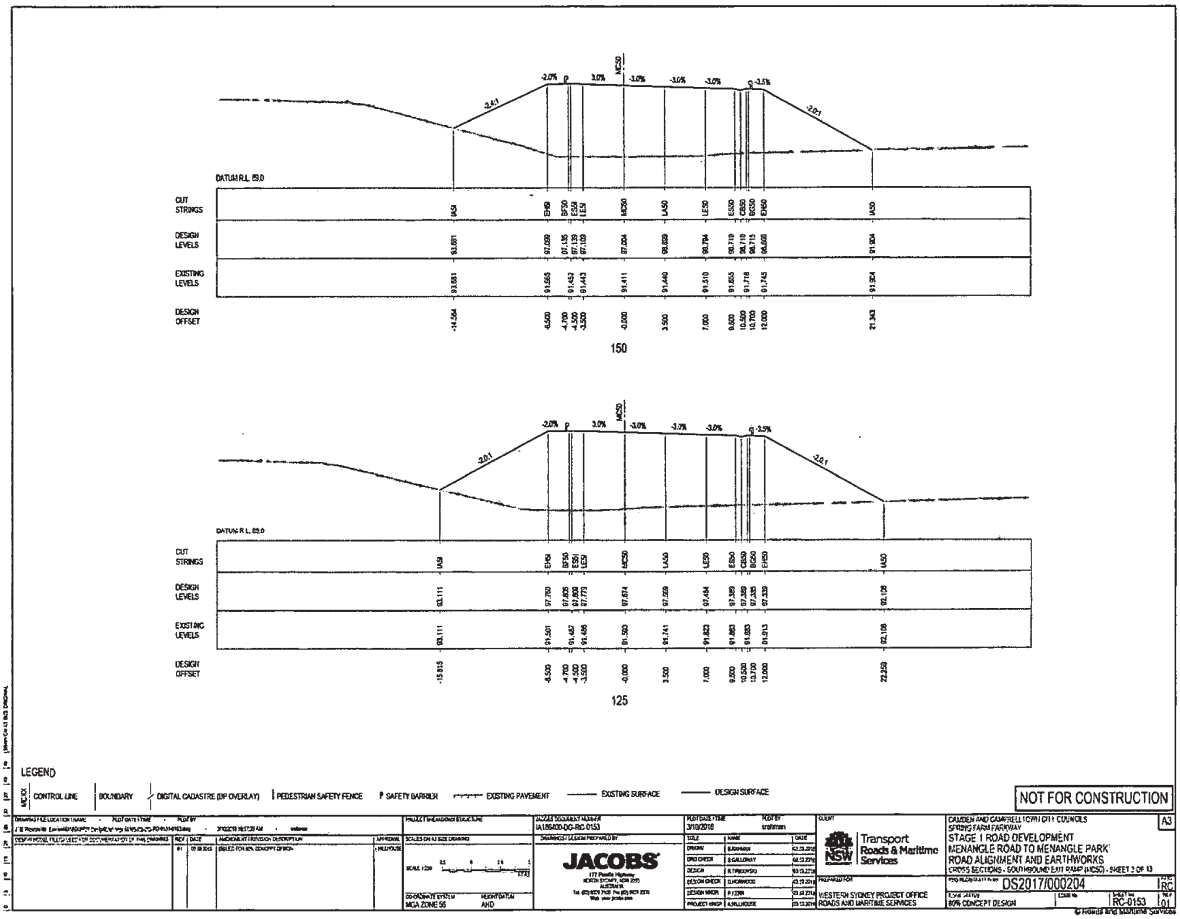
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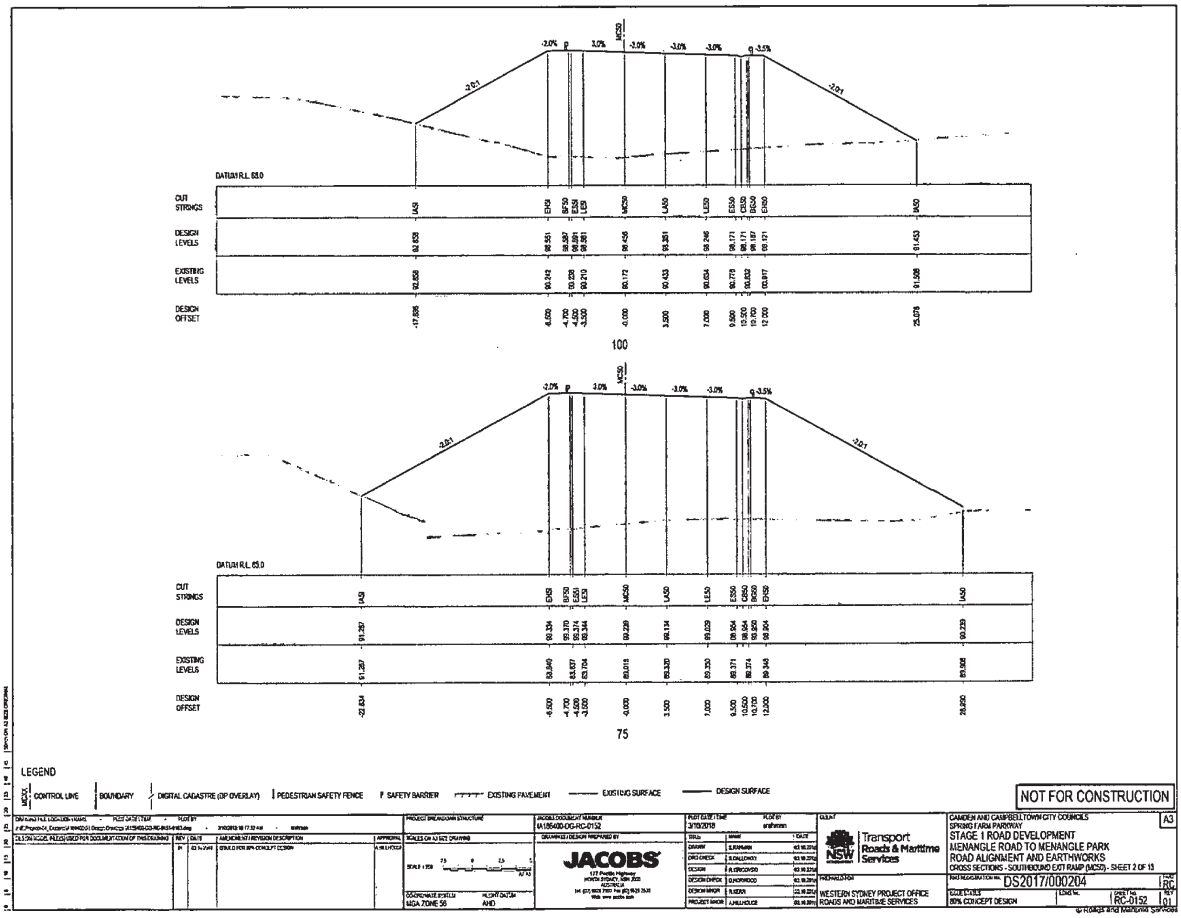
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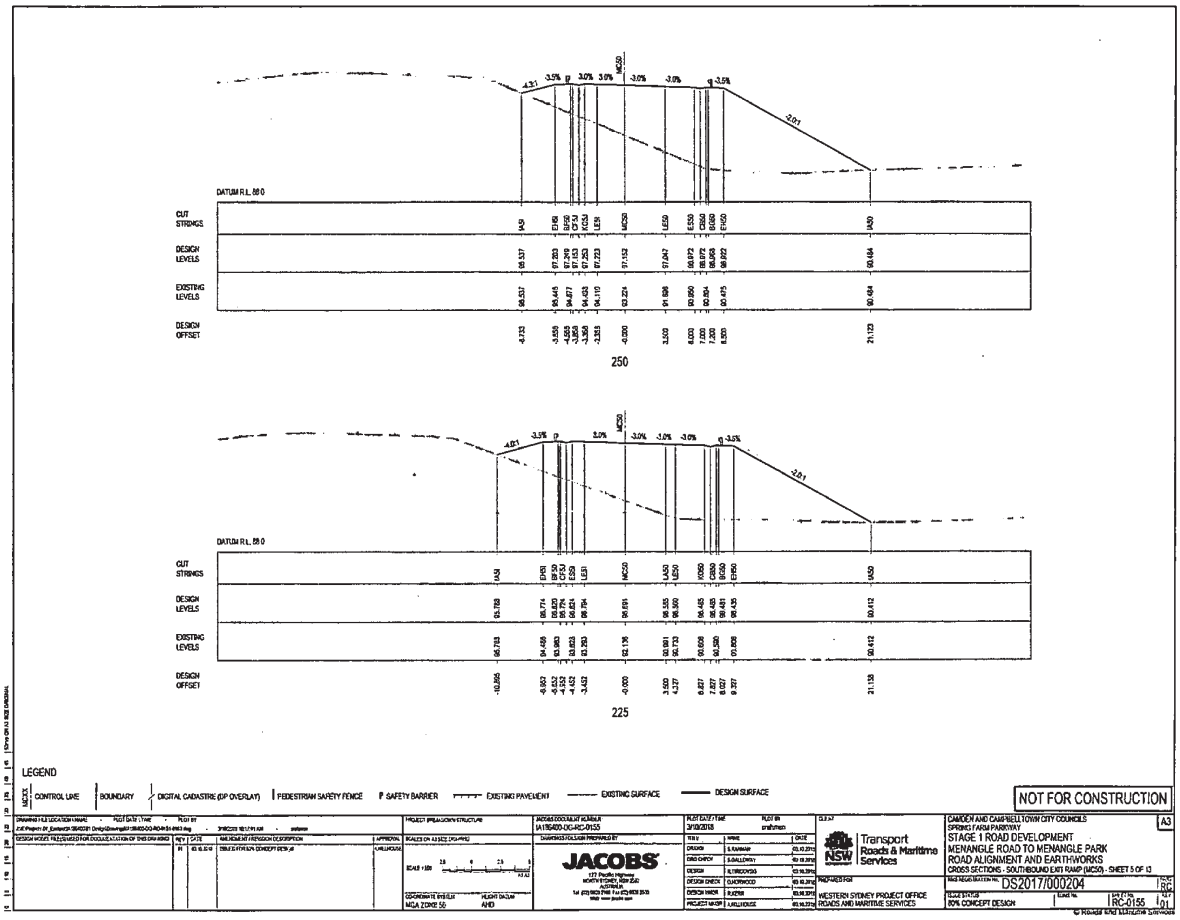


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LEGEND

MCXX CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | IF SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

NOT FOR CONSTRUCTION

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CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 5 OF 13

ROAD NO/LOCATION No. DS2017/000204

WESTERN SYDNEY PROJECT OFFICE
ROADS AND MARITIME SERVICES

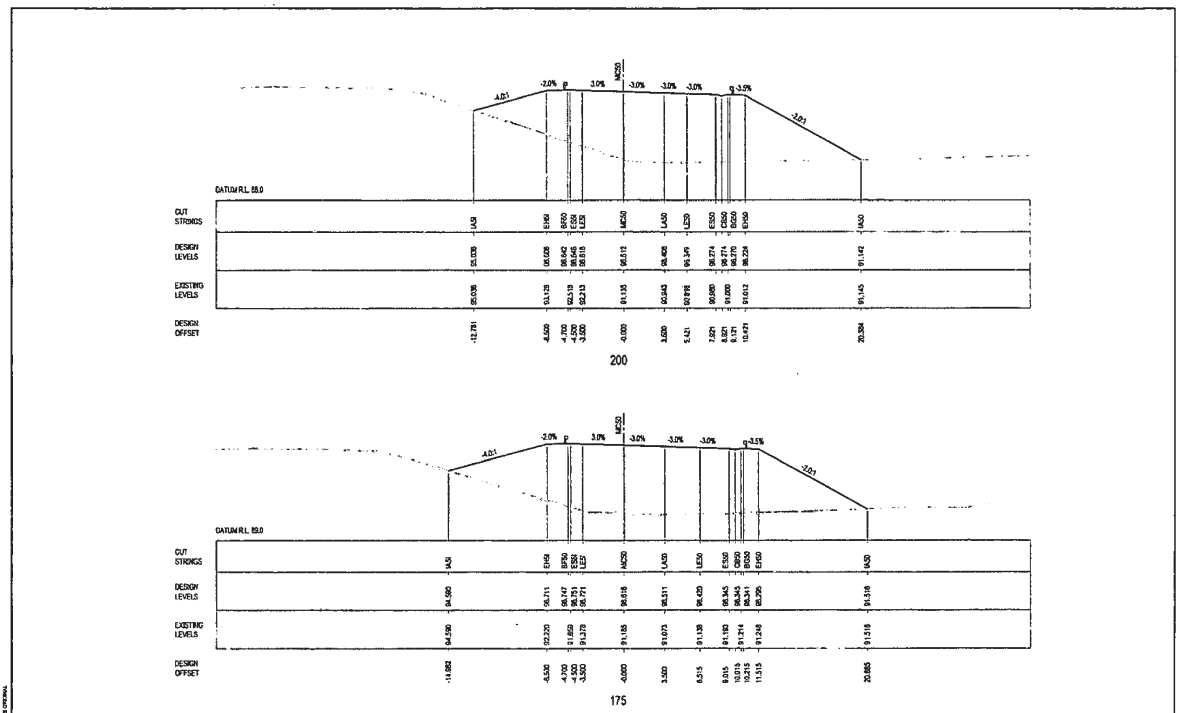
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LEGEND

MCXX CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | IF SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 4 OF 13

ROAD NO/LOCATION No. DS2017/000204

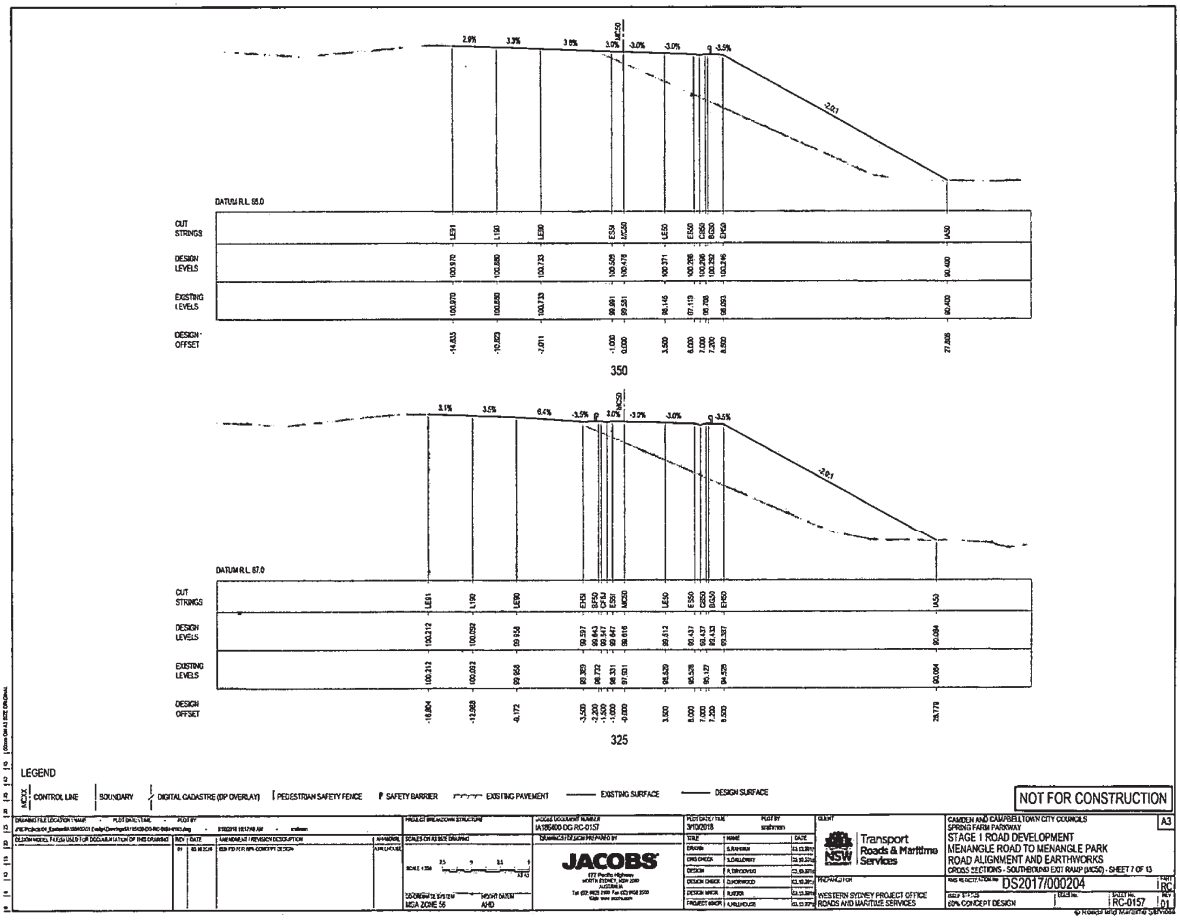
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SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MCS2) - SHEET 7 OF 13

WESTERN SYDNEY PROJECT OFFICE
ROADS AND MARITIME SERVICES

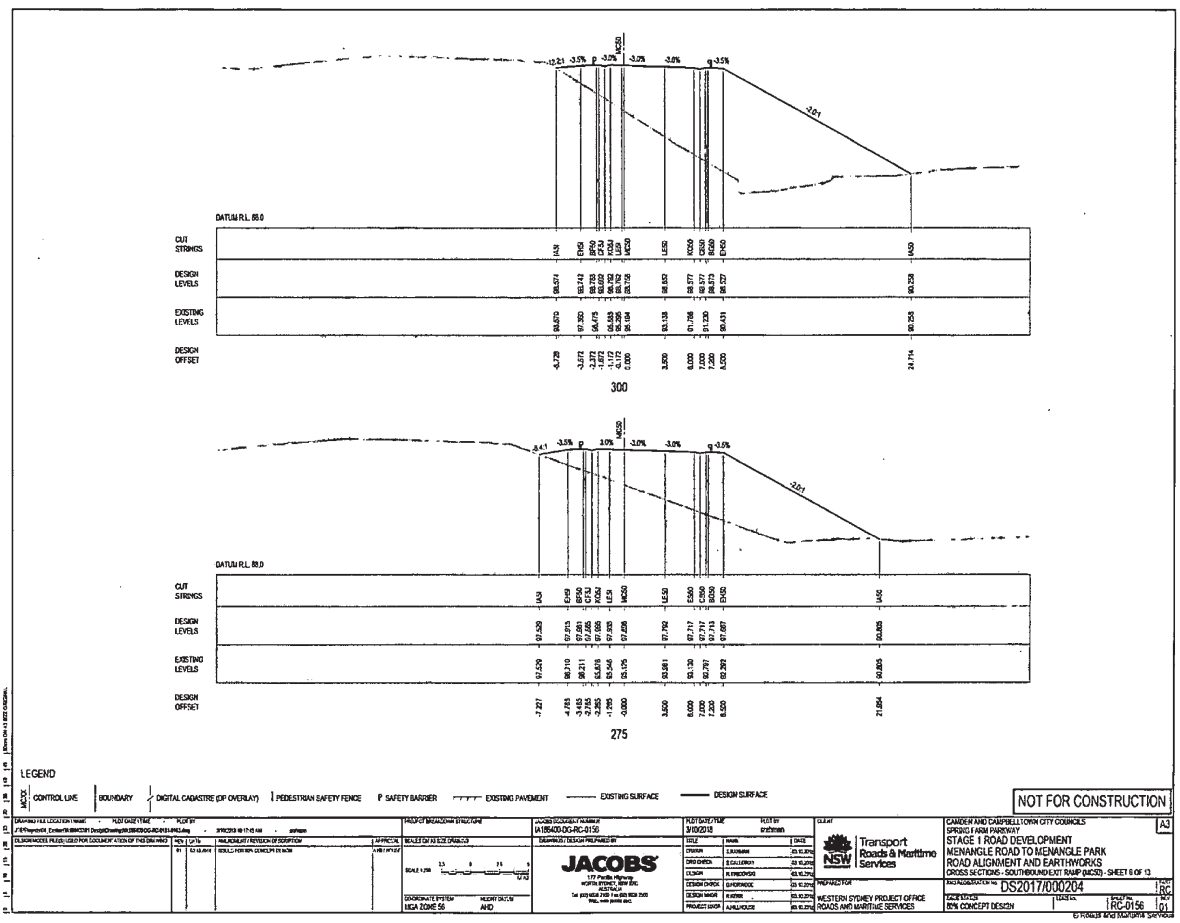
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LEGEND

MCX CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MCS2) - SHEET 6 OF 13

WESTERN SYDNEY PROJECT OFFICE
ROADS AND MARITIME SERVICES

RMS PROJECT NUMBER: DS2017/000204

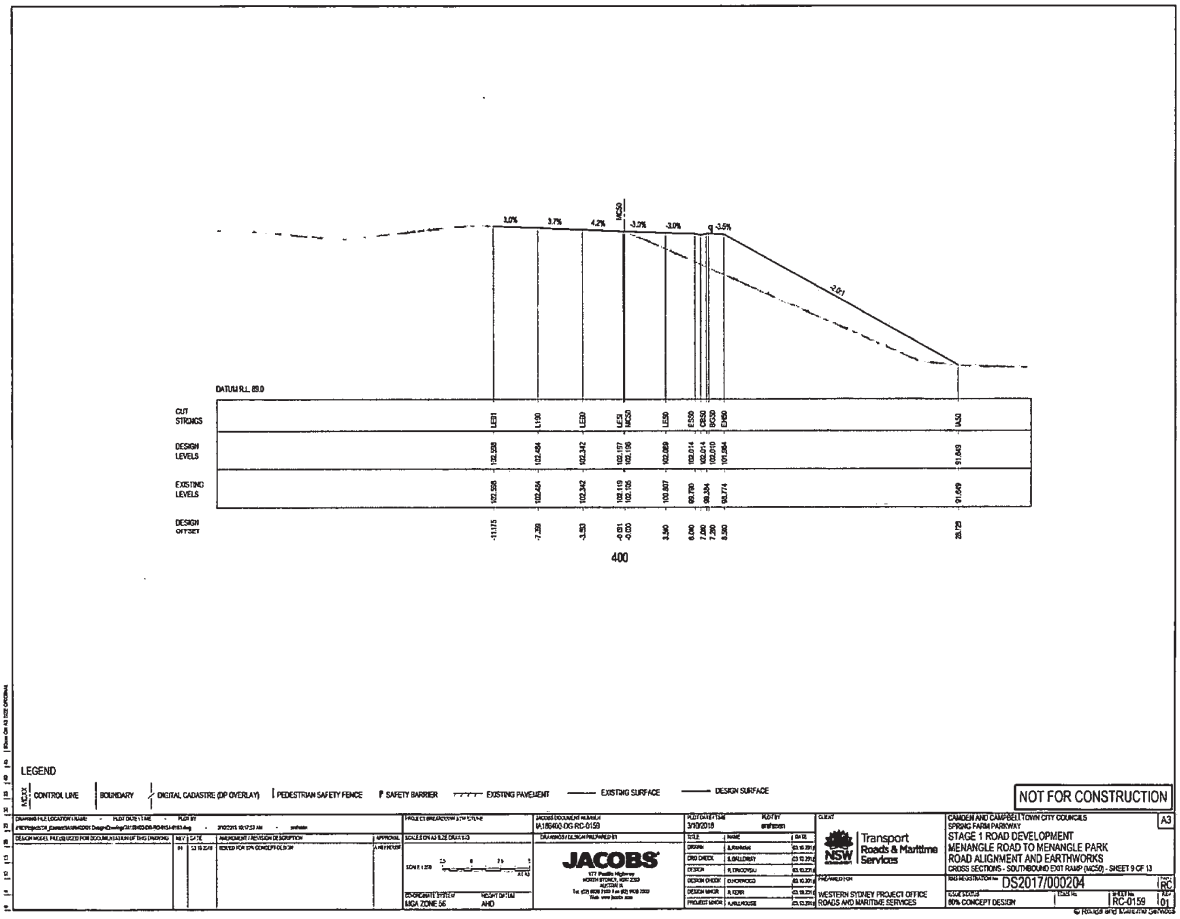
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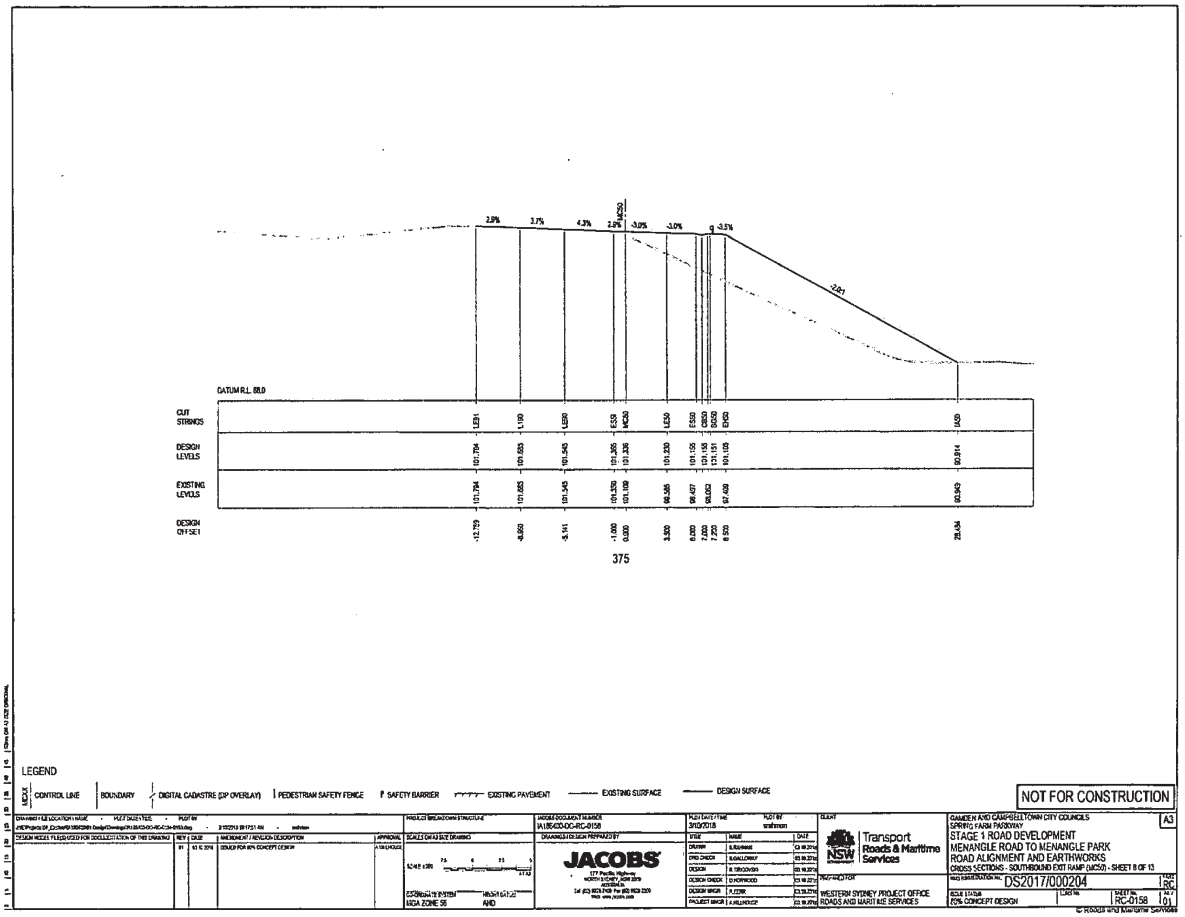
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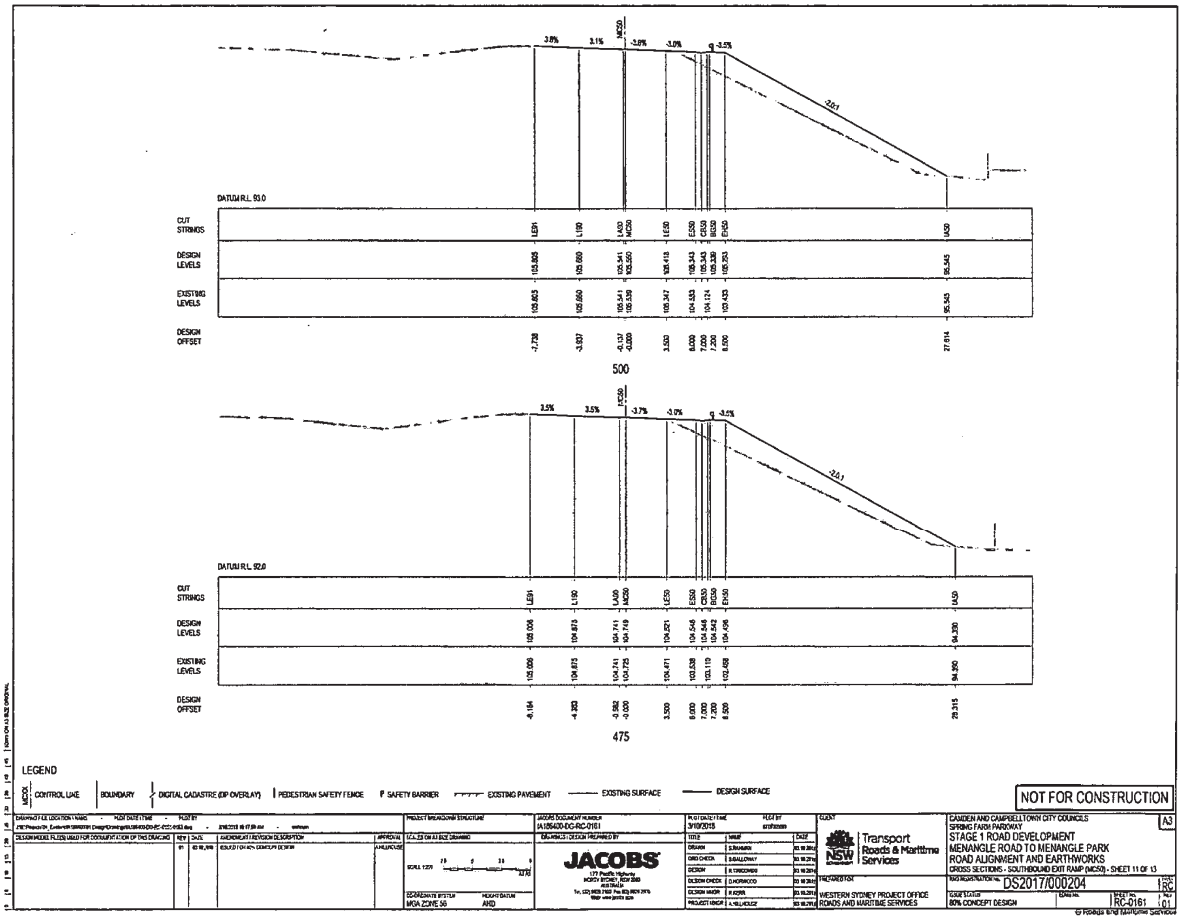
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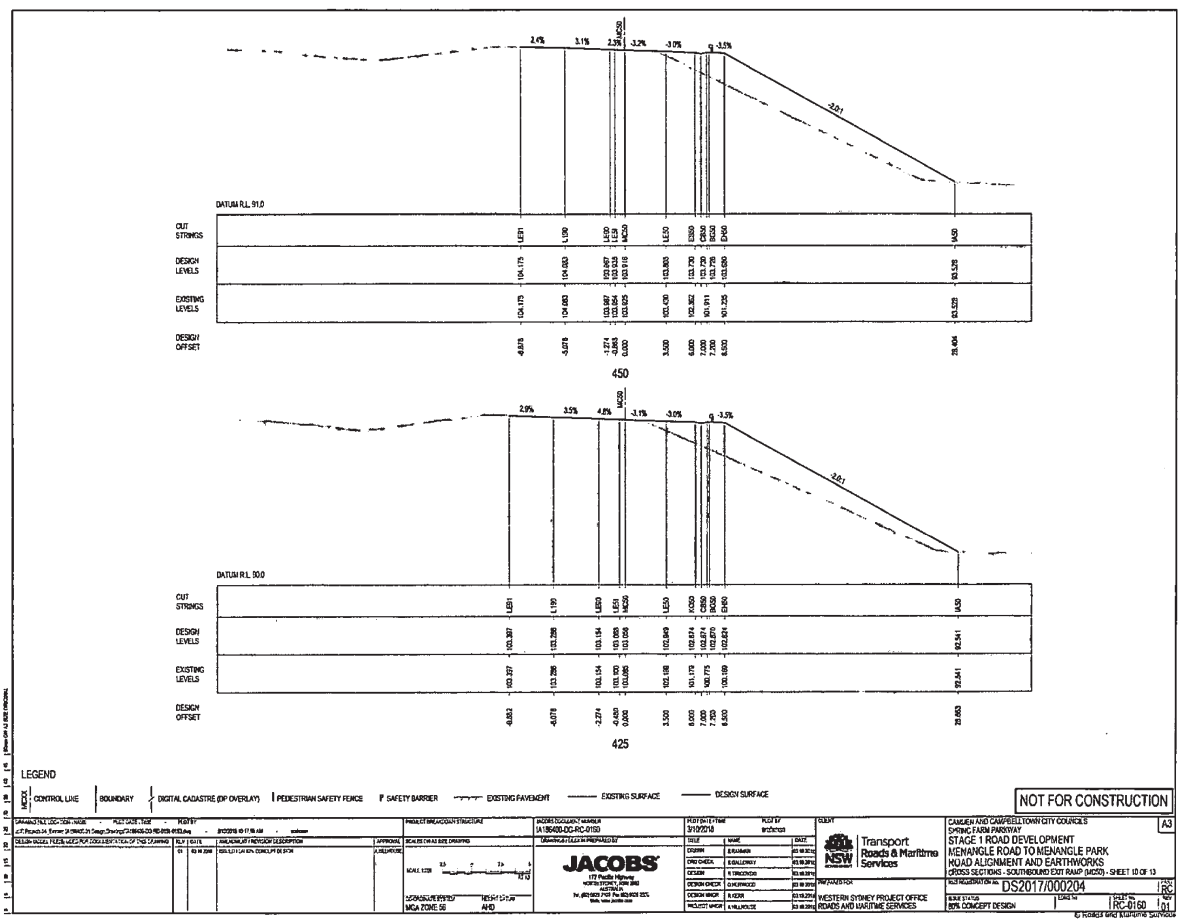
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LEGEND

CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 11 OF 13

REGISTRATION No. DS2017/000204

WESTERN SYDNEY PROJECT OFFICE
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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 10 OF 13

REGISTRATION No. DS2017/000204

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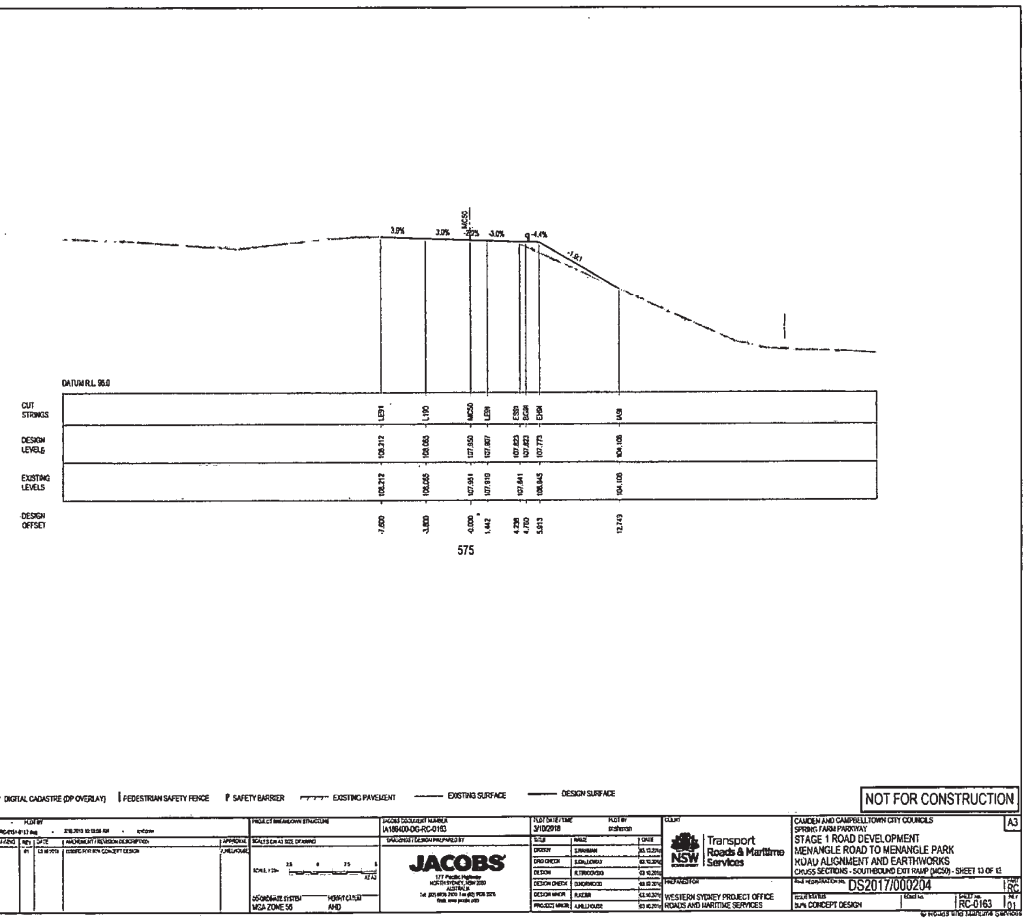
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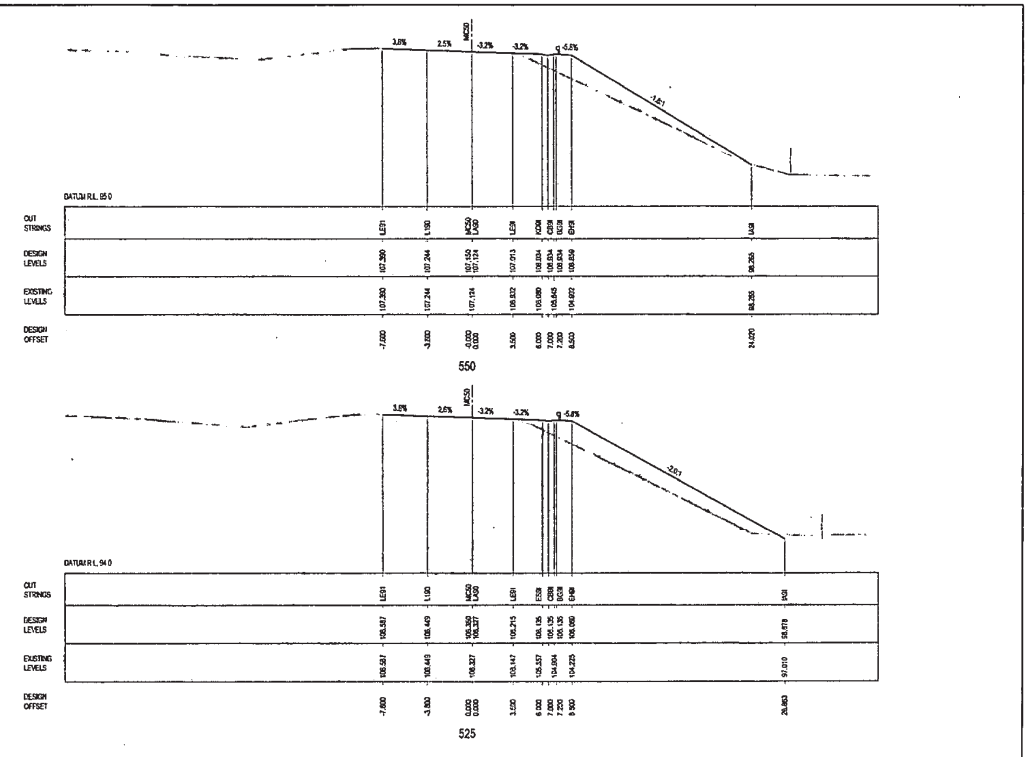
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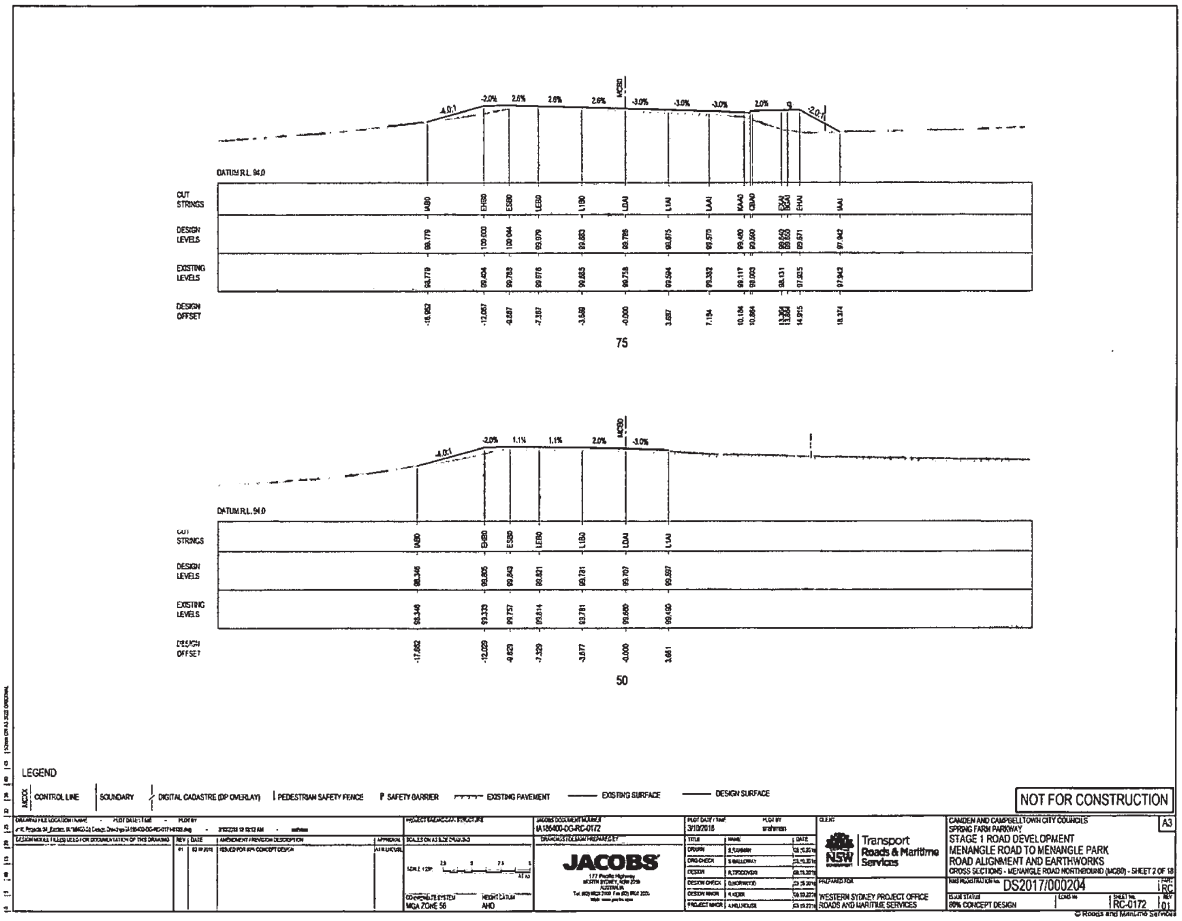


LEGEND
JCCDX CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE
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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
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LEGEND
JCCDX CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE
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SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SOUTHBOUND EXIT RAMP (MC50) - SHEET 12 OF 13
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LEGEND

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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MCB01) - SHEET 2 OF 18

A3

RMS REGISTRATION No. DS2017/000204

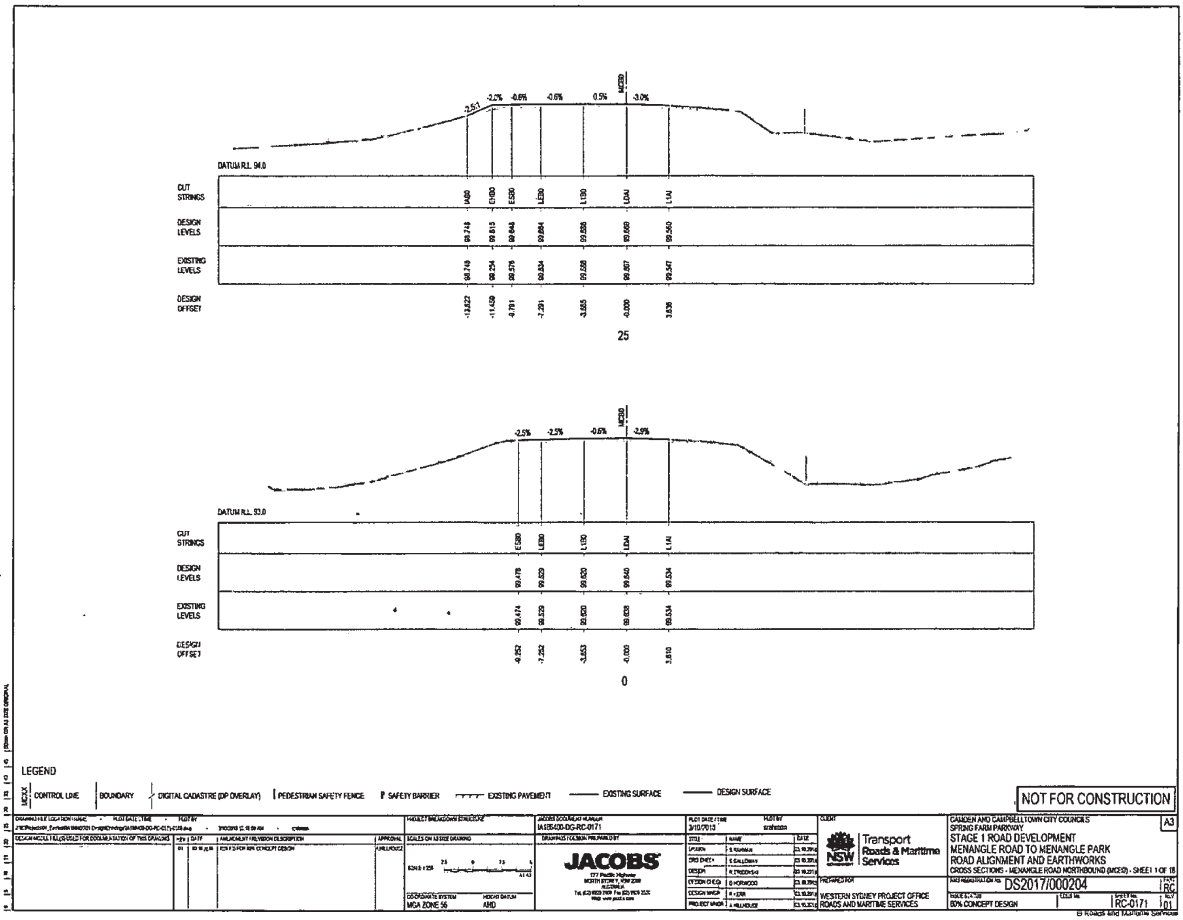
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LEGEND

MCXX CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MCB01) - SHEET 1 OF 18

A3

RMS REGISTRATION No. DS2017/000204

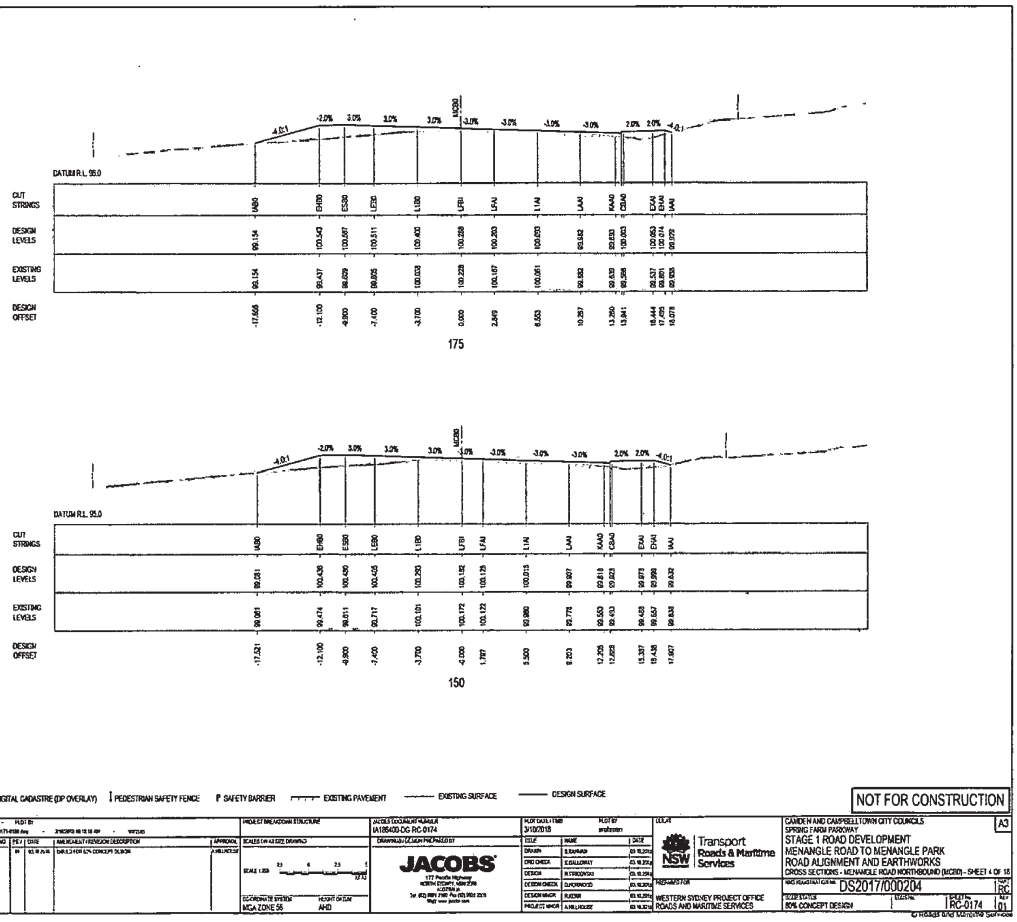
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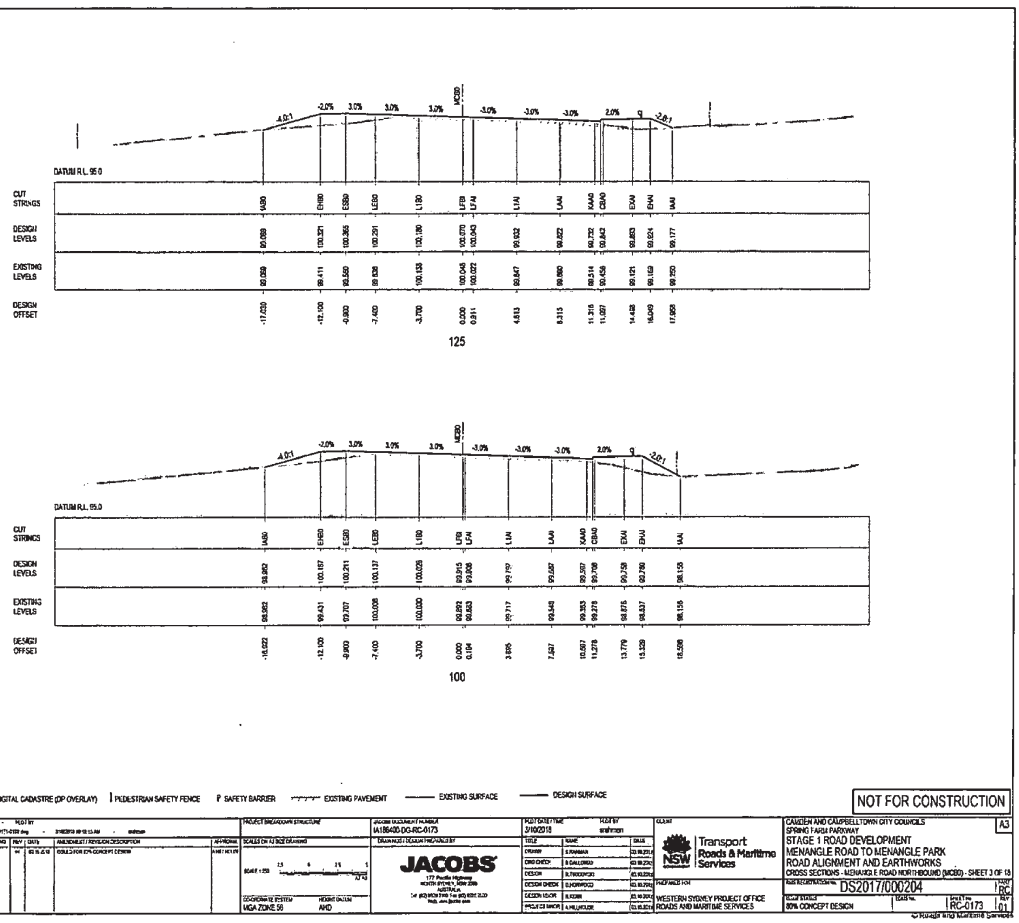
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LEGEND

MCBX CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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DESIGN NOTE: *RLS IN USED FOR DOCUMENTATION OF THIS DRAWING	REV	DATE	AMENDMENT / REVISION DESCRIPTION	APPROVAL	PROJECT BREAKDOWN STRUCTURE	JACOBS ASSIGNMENT NUMBER	PLOT DATE / TIME	PLOT BY	CLIENT	CAMDEN AND CAMPBELLTOWN CITY COUNCILS	A3
	W	62.16 AHD	SMALL HIGH EPA CONCEPT DESIGN	A.MILLIKEN	SCALES ON A3 SIZE DRAWING	IA186400-DG-RC-0174	3/10/2018		Transport Roads & Maritime Services	SPRING FARM PARKWAY	
					SCALE 1:500	DRAWING / DESIGN PREPARED BY	TITLE / NAME / DATE			STAGE 1 ROAD DEVELOPMENT	
					0 2.5 5 7.5 10 12.5 m	JACOBS	DRAWN: S.RAHMAN 03.10.2018			MENANGLE ROAD TO MENANGLE PARK	
					SCALE 1:250	177 Pacific Highway North Sydney NSW 2060 AUSTRALIA	CHKD CHECK: S.GALLOWAY 03.10.2018			ROAD ALIGNMENT AND EARTHWORKS	
					0 5 10 15 20 25 m	T+61 (02) 9928 2100 Fax (02) 9928 2500 Web www.jacobs.com	DESIGN: S.THOMPSON 03.10.2018			CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MCB0) - SHEET 4 OF 18	
					GEOGRAPHIC SYSTEM: MGA ZONE 56	HEIGHT DATUM: AHD	DESIGN CHECK: D.PORWOOD 03.10.2018		PREPARED FOR	ROAD NUMBER: DS2017/000204	PART RC
							DESIGN LEAD: R.LOW 03.10.2018		WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES	SCOPE STAGE: 30% CONCEPT DESIGN	ISSUED No. RC-0173 REV 01
							PROJECT MANAGER: A.MILLIKEN 03.10.2018			© Roads and Maritime Services	



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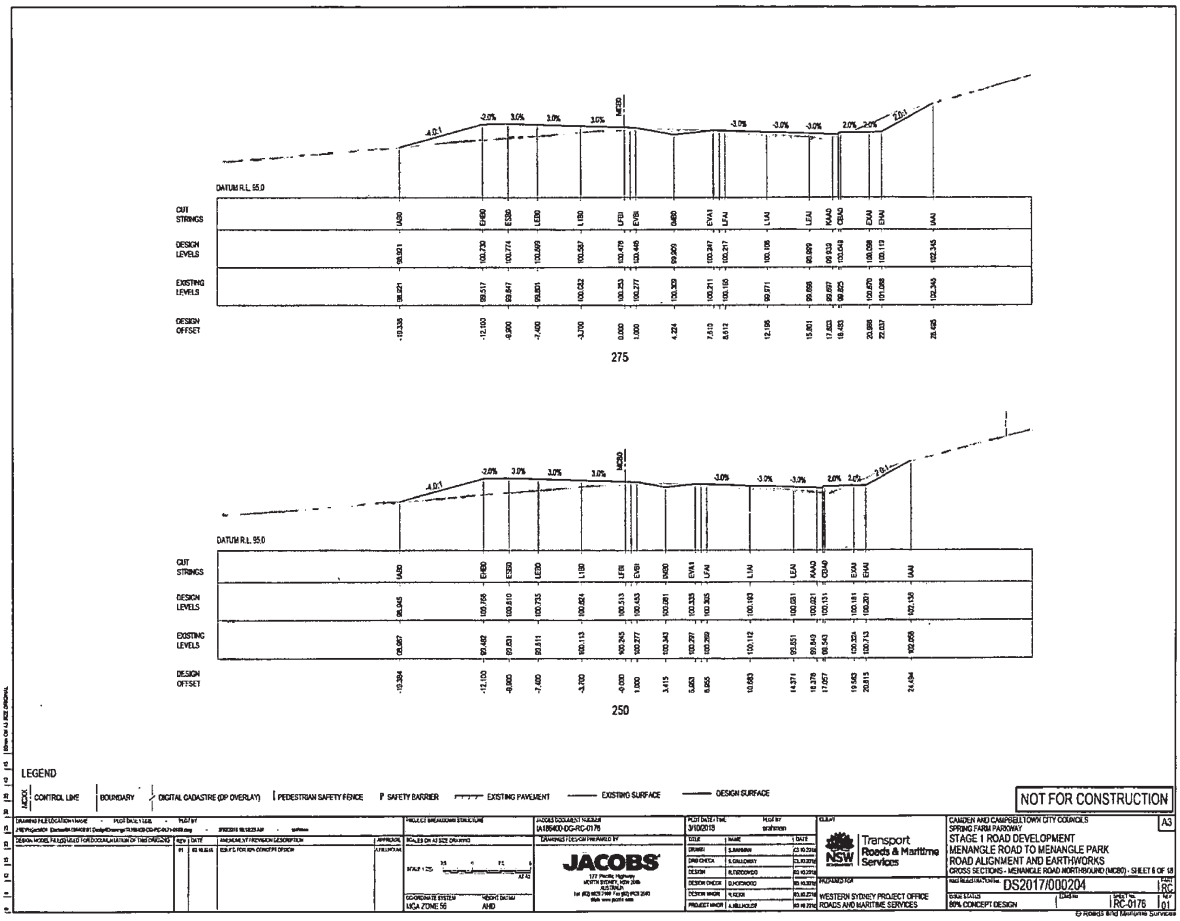
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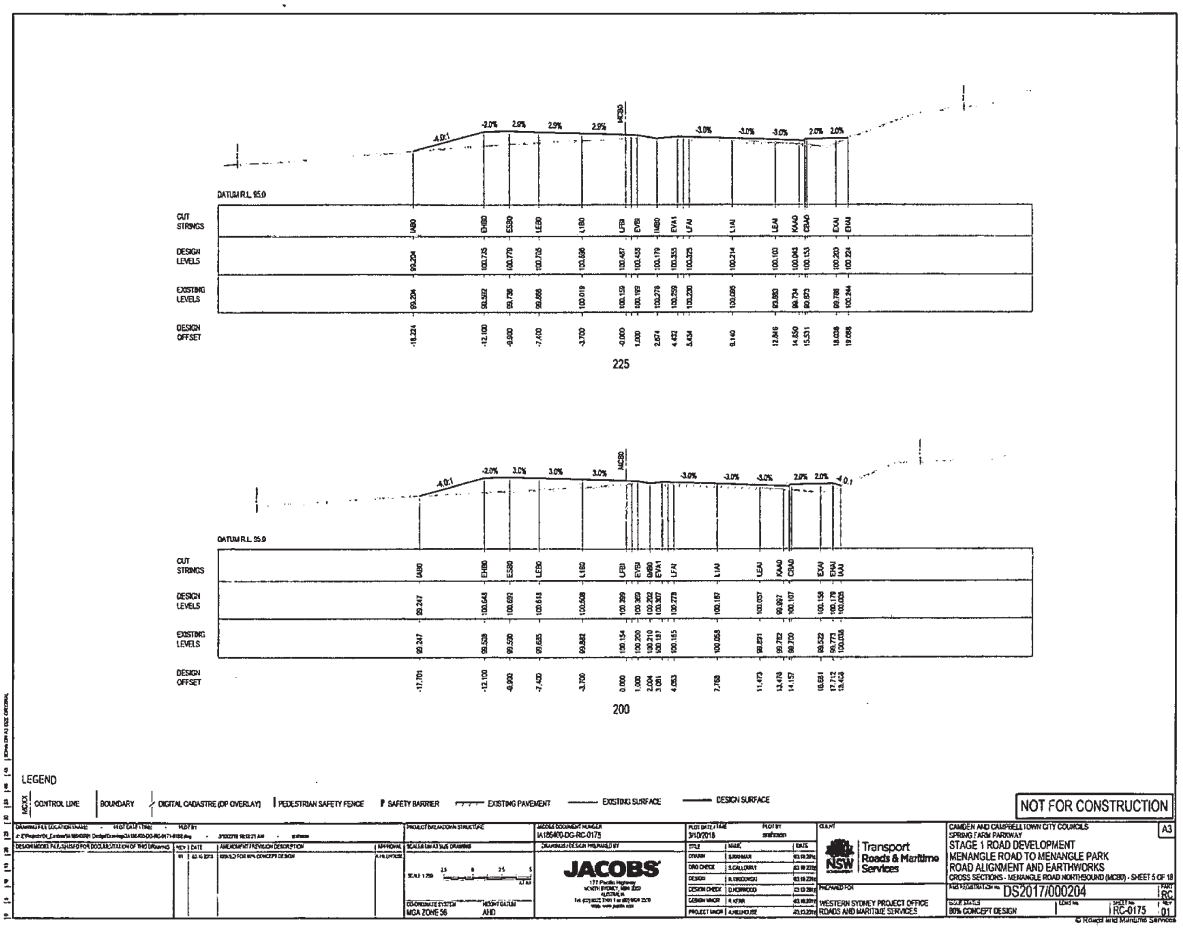
LEGEND

MCBX CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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DESIGN NOTE: *RLS IN USED FOR DOCUMENTATION OF THIS DRAWING	REV	DATE	AMENDMENT / REVISION DESCRIPTION	APPROVAL	PROJECT BREAKDOWN STRUCTURE	JACOBS ASSIGNMENT NUMBER	PLOT DATE / TIME	PLOT BY	CLIENT	CAMDEN AND CAMPBELLTOWN CITY COUNCILS	A3
	W	62.16 AHD	SMALL HIGH EPA CONCEPT DESIGN	A.MILLIKEN	SCALES ON A3 SIZE DRAWING	IA186400-DG-RC-0173	3/10/2018		Transport Roads & Maritime Services	SPRING FARM PARKWAY	
					SCALE 1:500	DRAWING / DESIGN PREPARED BY	TITLE / NAME / DATE			STAGE 1 ROAD DEVELOPMENT	
					0 2.5 5 7.5 10 12.5 m	JACOBS	DRAWN: S.RAHMAN 03.10.2018			MENANGLE ROAD TO MENANGLE PARK	
					SCALE 1:250	177 Pacific Highway North Sydney NSW 2060 AUSTRALIA	CHKD CHECK: S.GALLOWAY 03.10.2018			ROAD ALIGNMENT AND EARTHWORKS	
					0 5 10 15 20 25 m	T+61 (02) 9928 2100 Fax (02) 9928 2500 Web www.jacobs.com	DESIGN: S.THOMPSON 03.10.2018			CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MCB0) - SHEET 3 OF 18	
					GEOGRAPHIC SYSTEM: MGA ZONE 56	HEIGHT DATUM: AHD	DESIGN CHECK: D.PORWOOD 03.10.2018		PREPARED FOR	ROAD NUMBER: DS2017/000204	PART RC
							DESIGN LEAD: R.LOW 03.10.2018		WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES	SCOPE STAGE: 30% CONCEPT DESIGN	ISSUED No. RC-0173 REV 01
							PROJECT MANAGER: A.MILLIKEN 03.10.2018			© Roads and Maritime Services	





LEGEND

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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MCB0) - SHEET 5 OF 18

REGISTRATION No. DS2017/000204

80% CONCEPT DESIGN

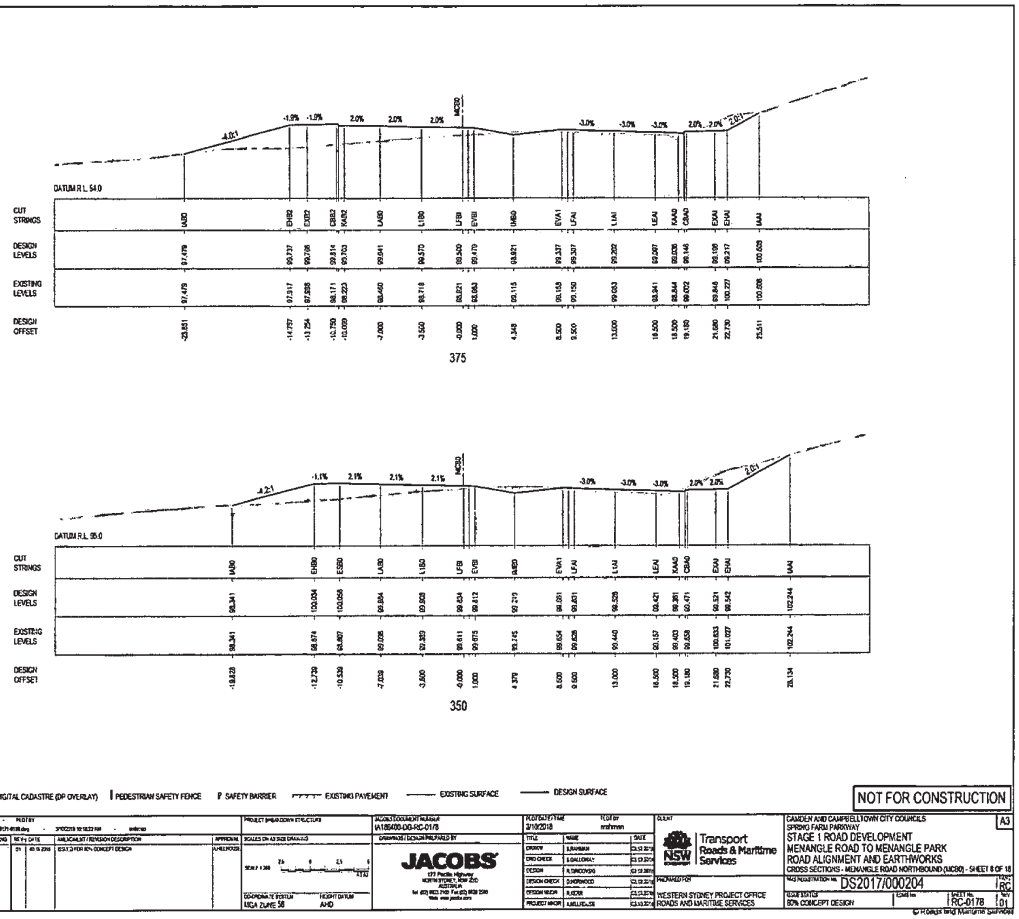
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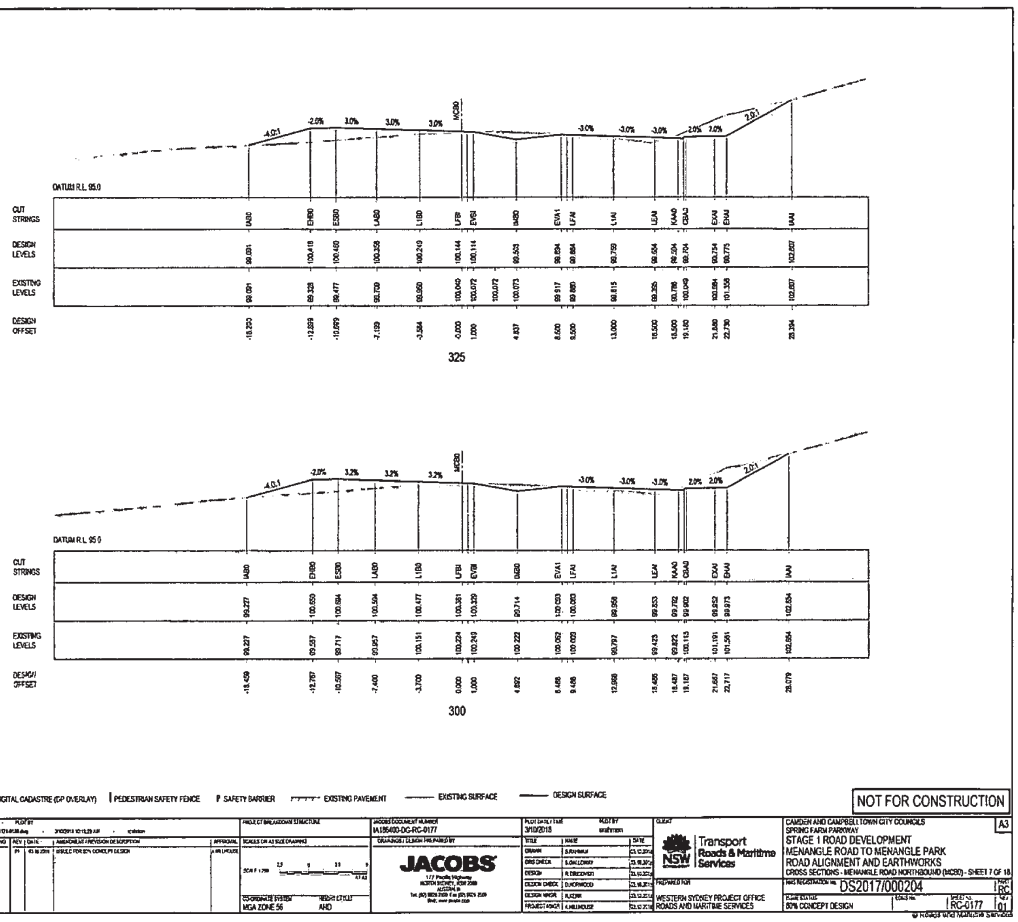
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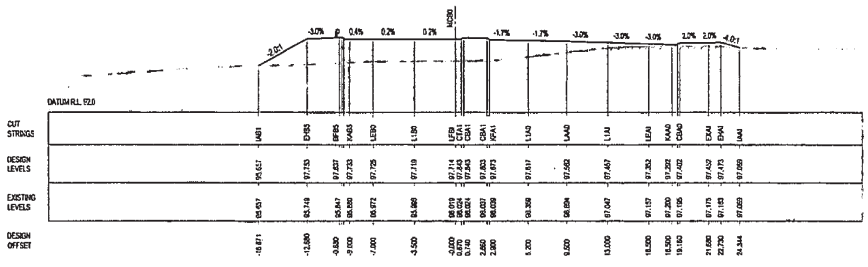
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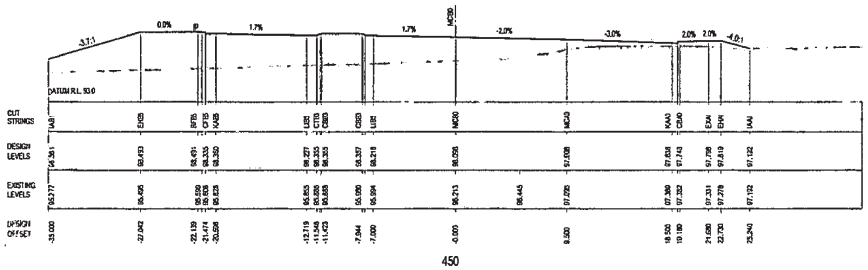




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LEGEND

CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC200) - SHEET 10 OF 18

SIZE: A3

TMS NUMBER: DS2017/000204

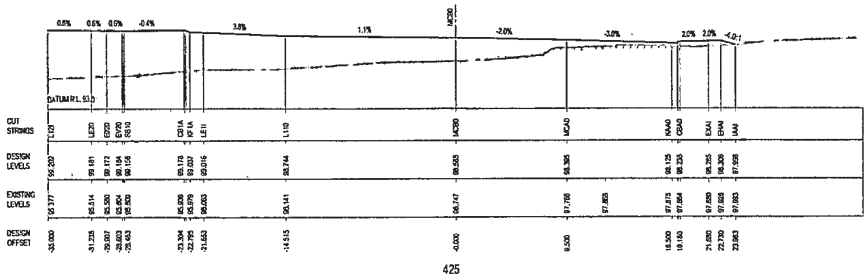
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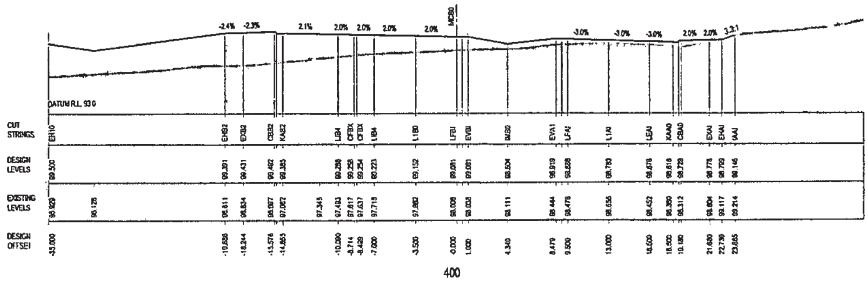
SHEET No: RC-0180

REV: 01

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LEGEND

CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC200) - SHEET 9 OF 18

SIZE: A3

TMS NUMBER: DS2017/000204

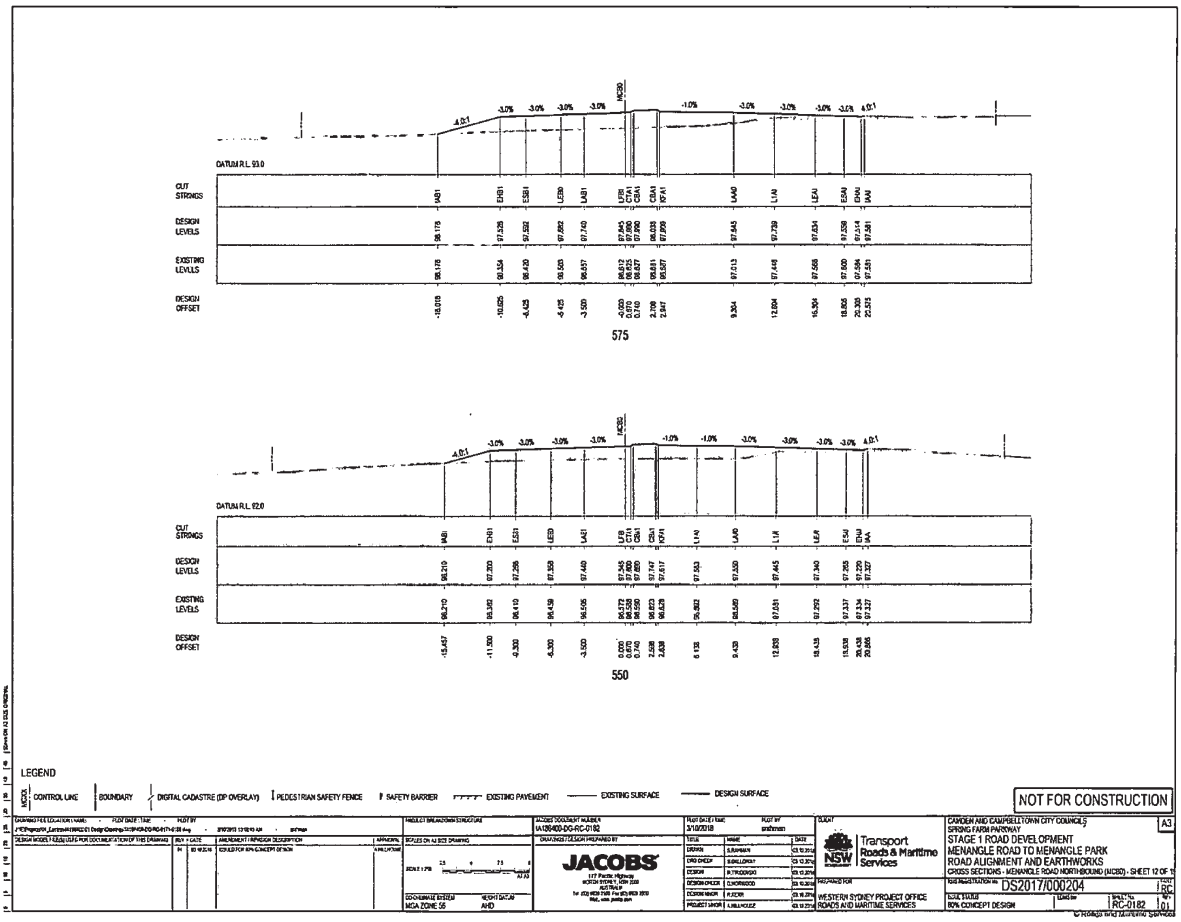
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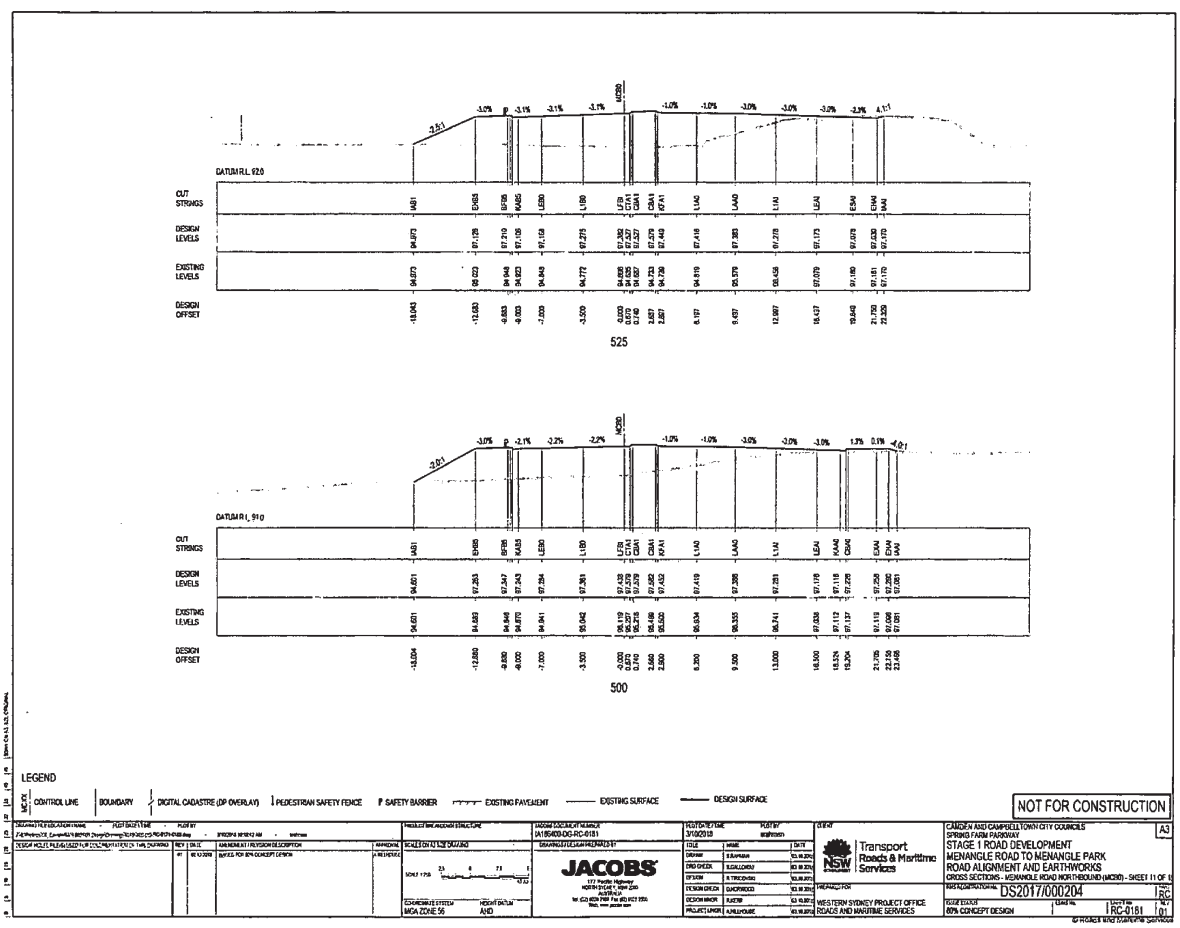
REV: 01

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LEGEND

MCDC | CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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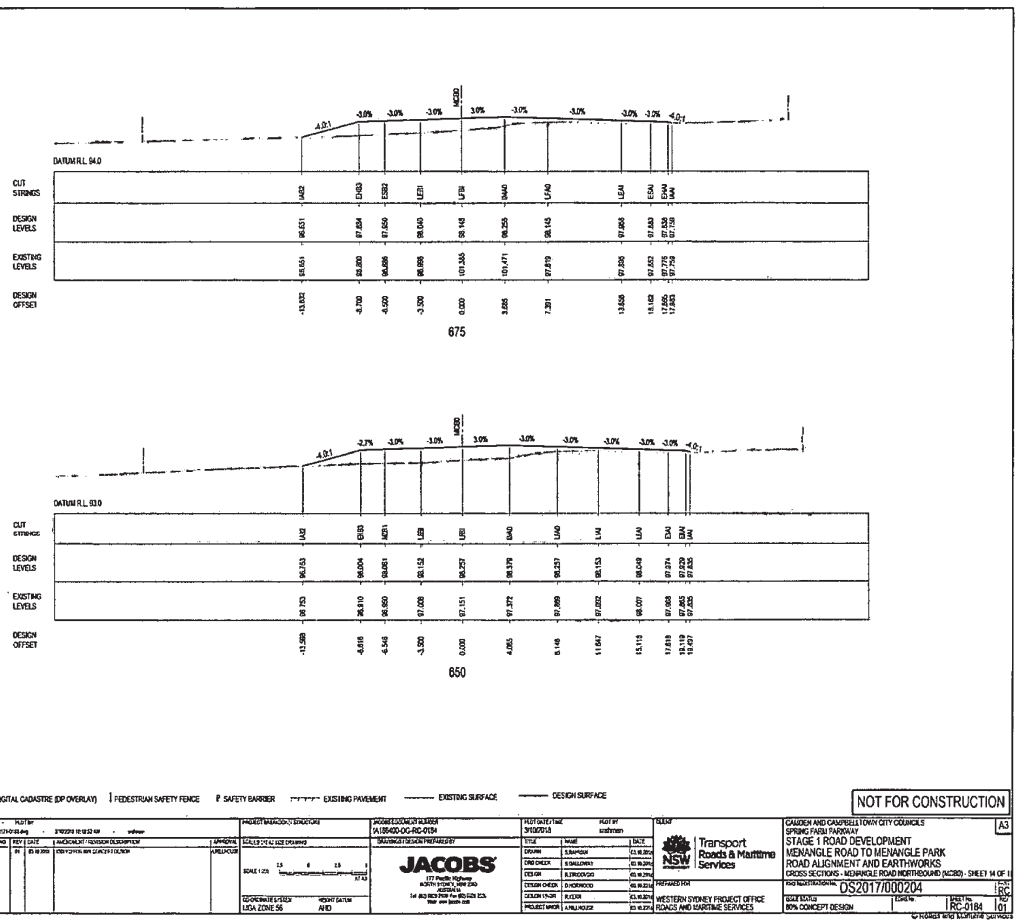
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CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MCB0) - SHEET 12 OF 1
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RC-0182
RC-0181
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LEGEND

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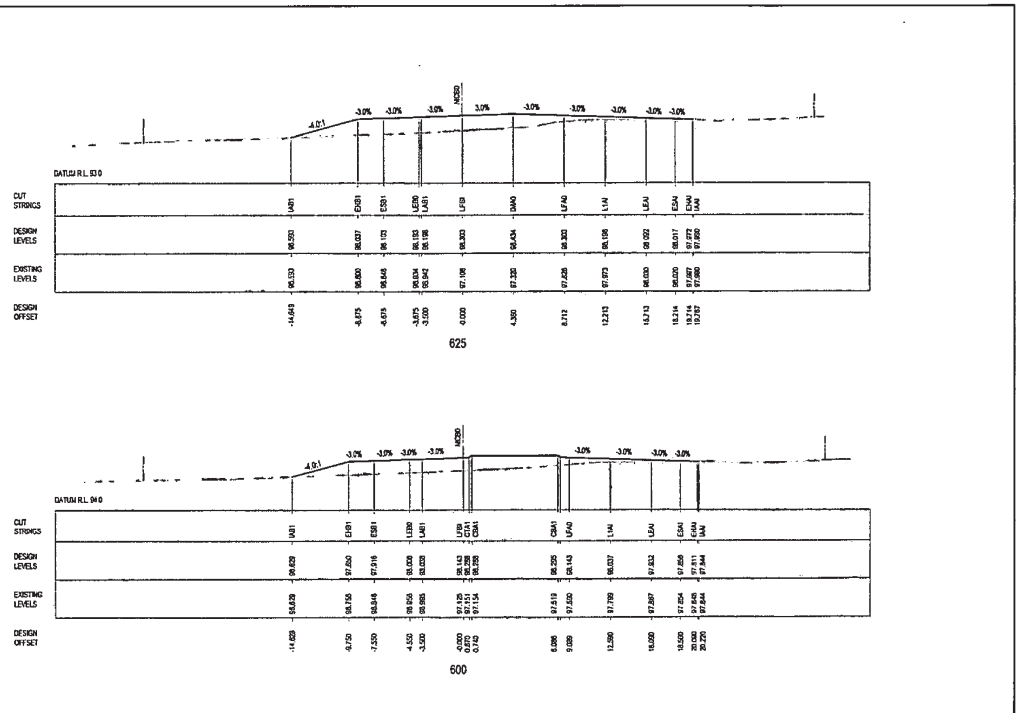
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SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MCB01) - SHEET 14 OF 1

SHEET SIZE: A3
ENGINEERING No: DS2017/000204
STATUS: 80% CONCEPT DESIGN
SHEET No: RC-0184
REV: 01

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LEGEND

MCD01 CONTROL LINE | BOUNDARY | DIGITAL CADASTRE (DP OVERLAY) | PEDESTRIAN SAFETY FENCE | SAFETY BARRIER | EXISTING PAVEMENT | EXISTING SURFACE | DESIGN SURFACE

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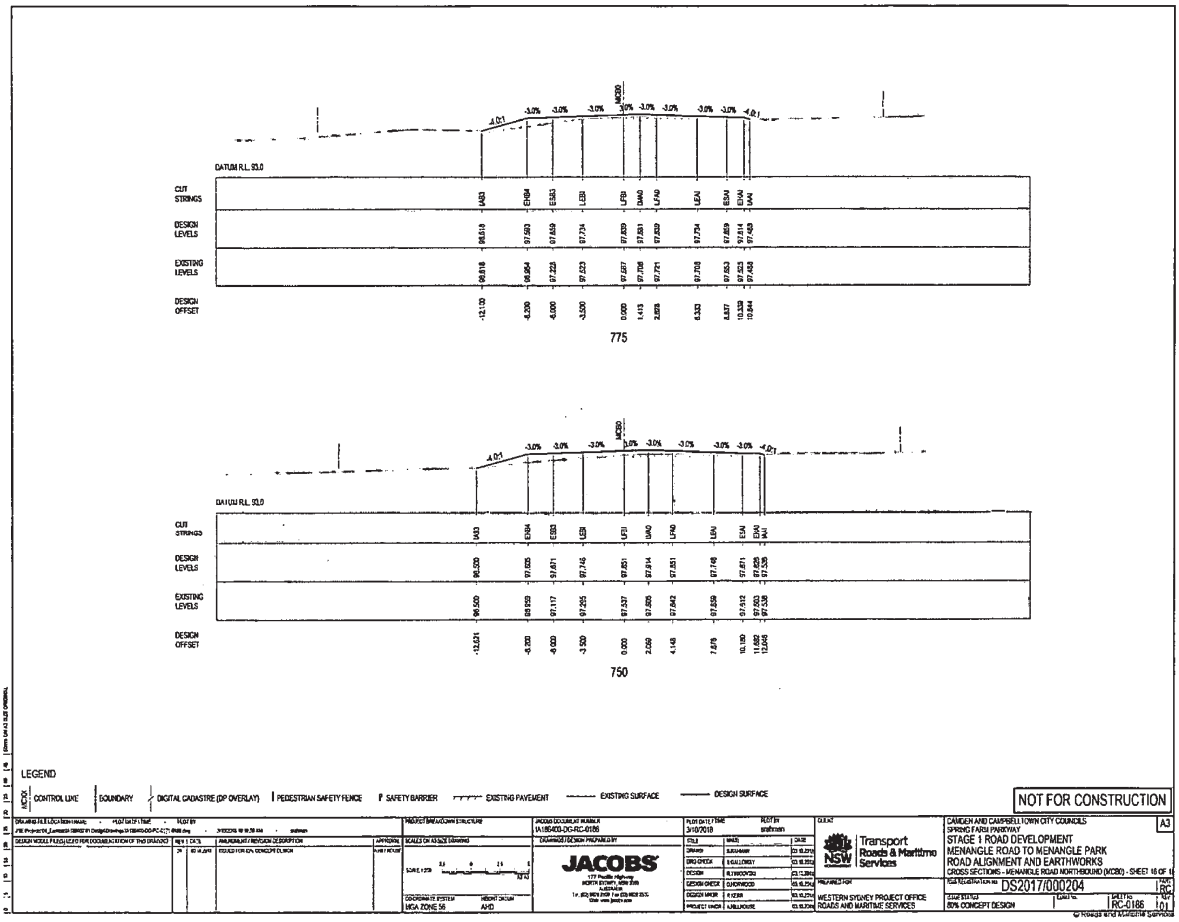
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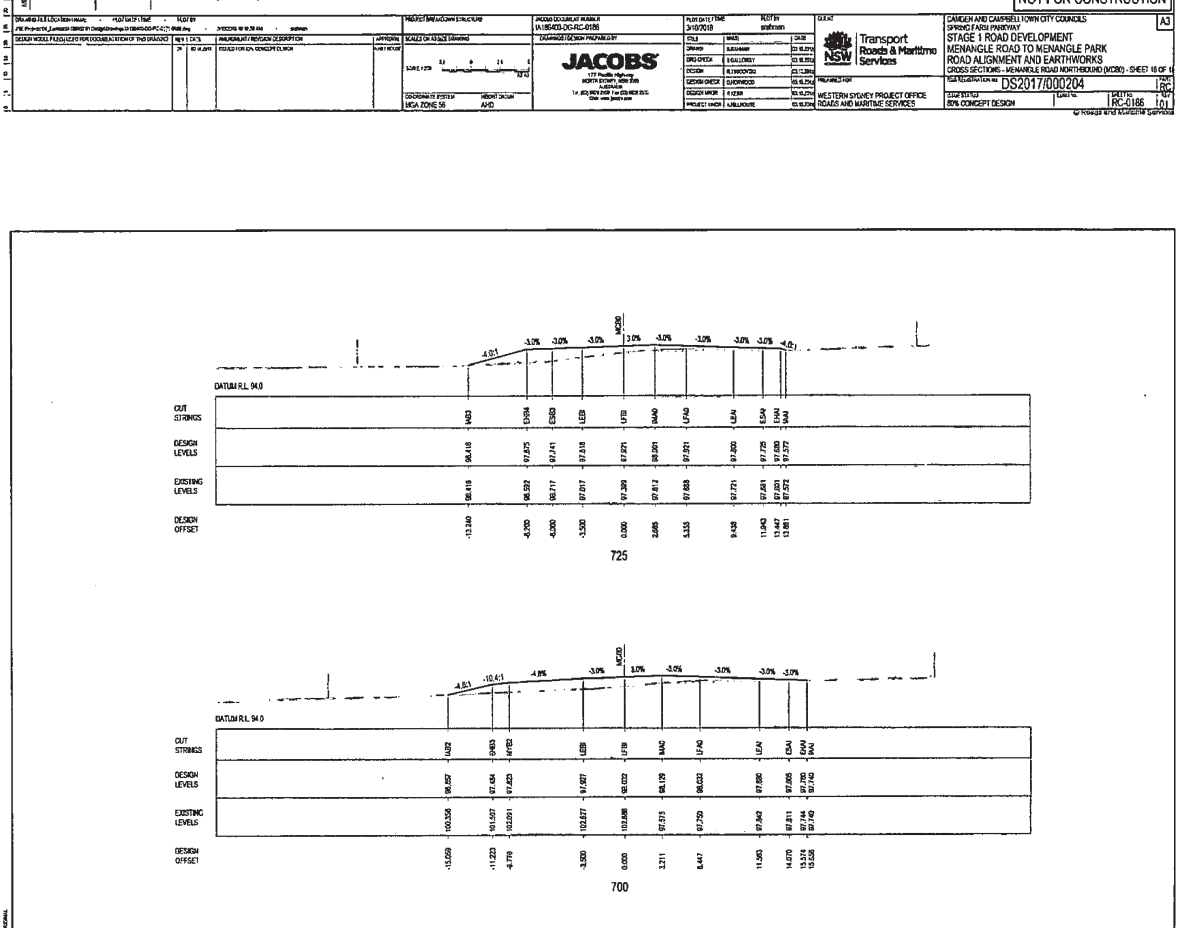
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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MCB01) - SHEET 13 OF 1

SHEET SIZE: A3
ENGINEERING No: DS2017/000204
STATUS: 80% CONCEPT DESIGN
SHEET No: RC-0183
REV: 01

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LEGEND

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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MCB0) - SHEET 15 OF 16

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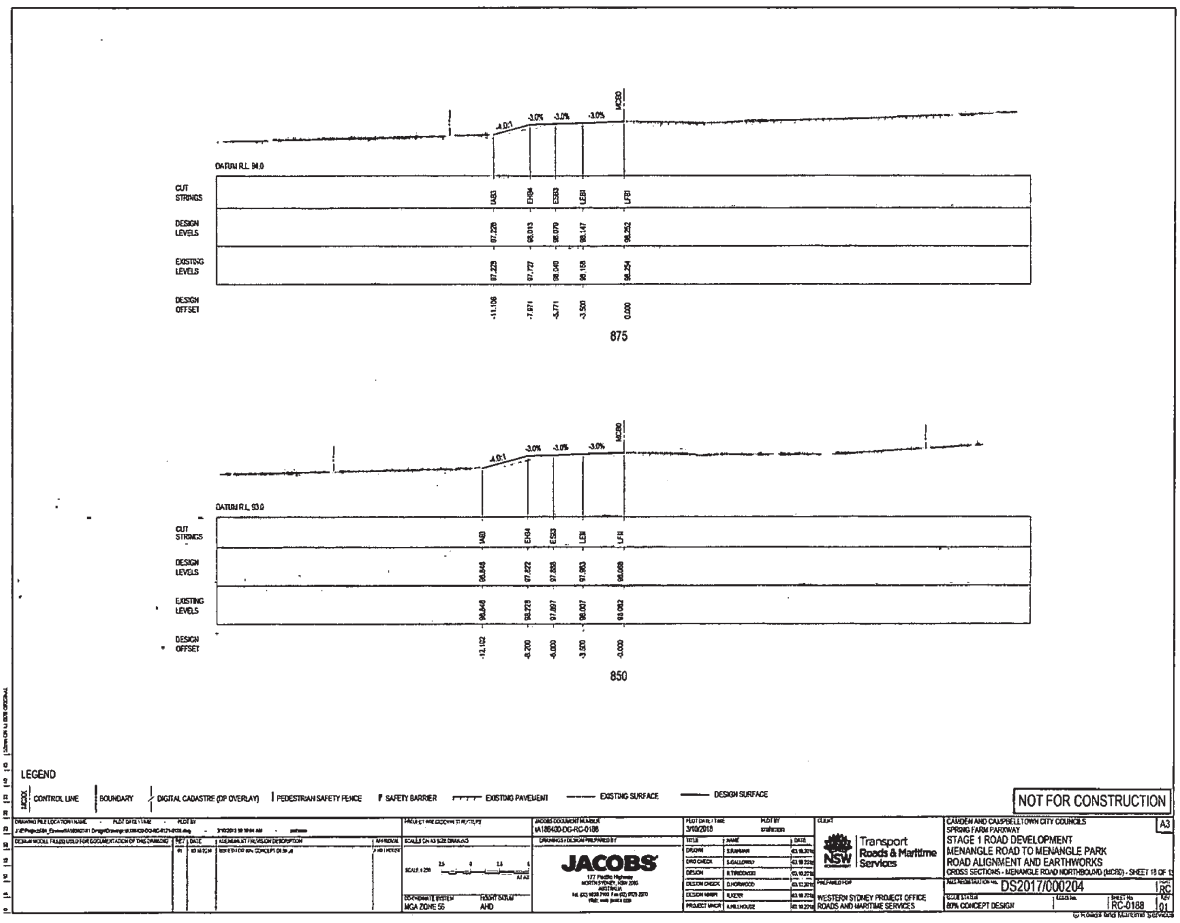
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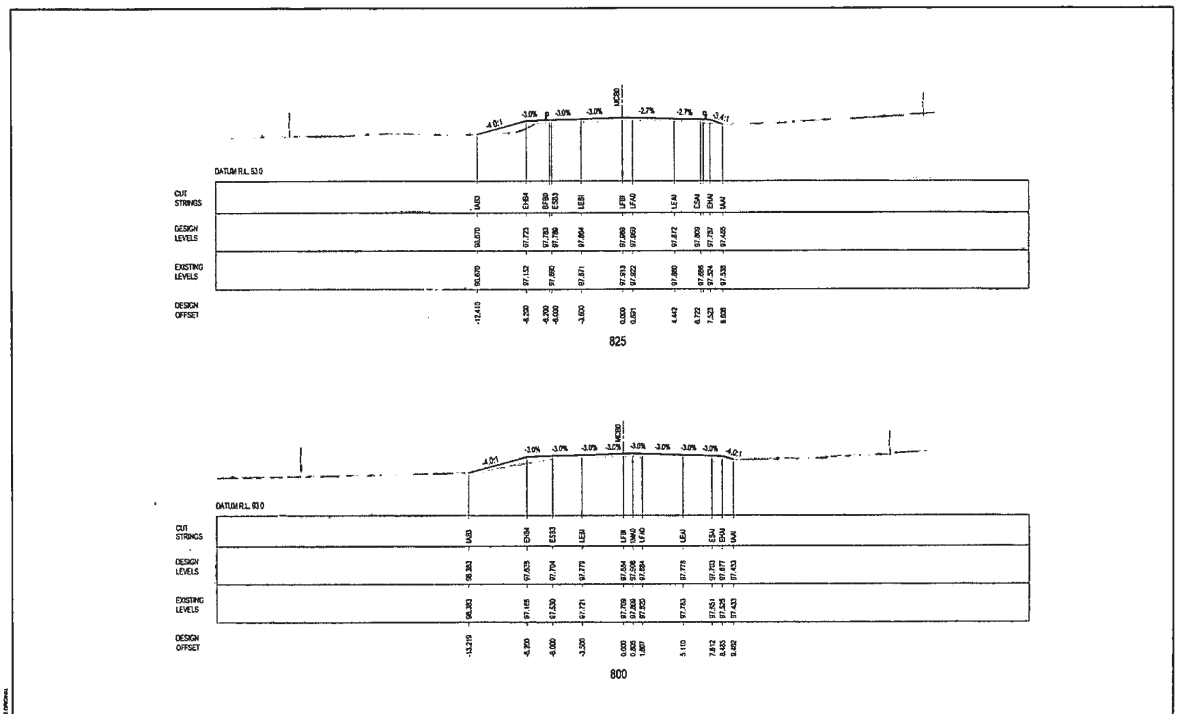
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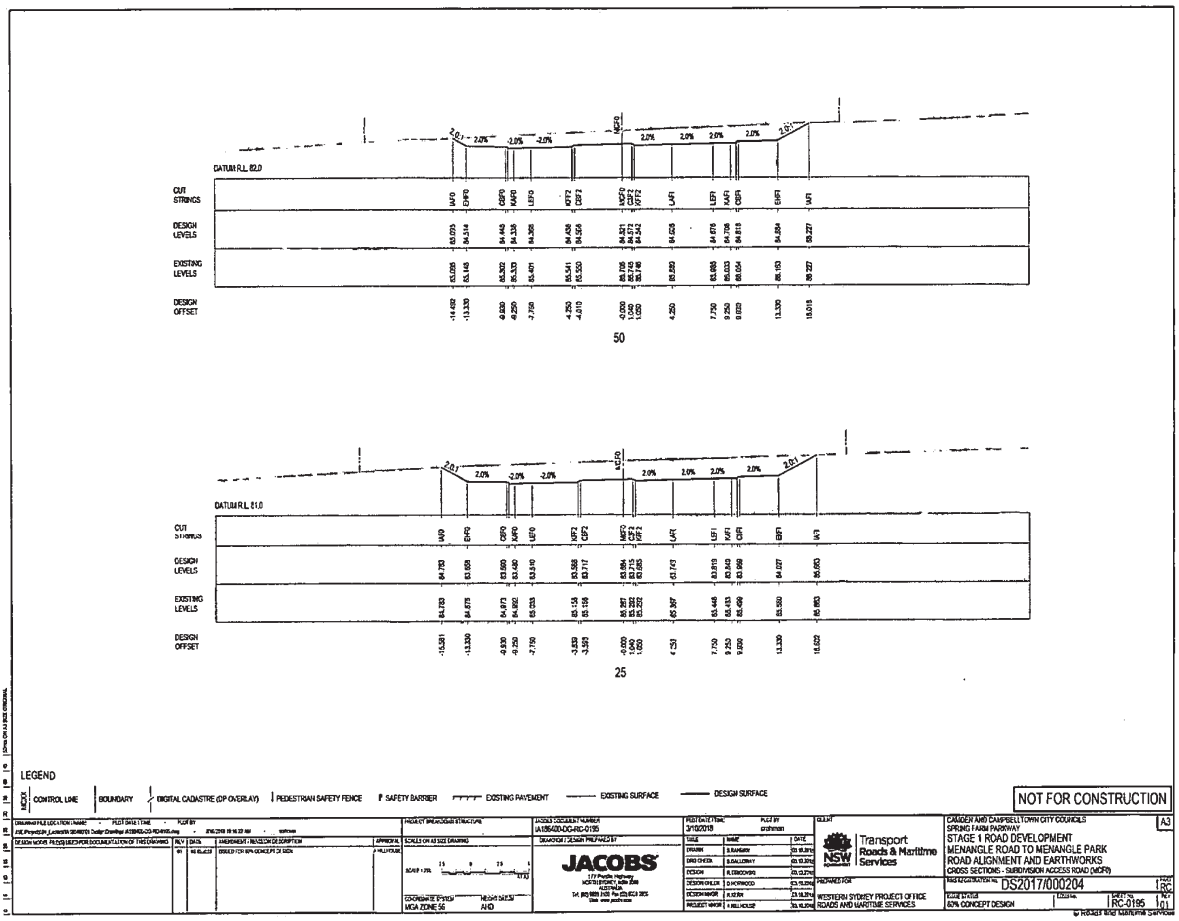
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ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC80) - SHEET 16 OF 1
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LEGEND
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ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - MENANGLE ROAD NORTHBOUND (MC80) - SHEET 17 OF 1
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LEGEND

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DESIGN NOVA PLEASE USE FOR DOCUMENTATION OF THIS DRAWING	REV	DATE	AMENDMENT / REVISION DESCRIPTION	APPROVAL
	01	03.10.2016	ISSUED FOR 60% CONCEPT DESIGN	A HILLHOUSE

PROJECT DATUM AND COORDINATE SYSTEM: MGA ZONE 56 | HEIGHT DATUM: AHD

SCALES ON A3 SIZE DRAWING: BOARD = 10% | 0 2.5 5 7.5 10 12.5

JACOBS DOCUMENT NUMBER: IA195400-DG-RC-0191

DRAWING TITLE / DESIGN PREPARED BY:

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PLOT DATE / TIME	PLOT BY
3/10/2016	crothman

TITLE	NAME	DATE
DRAWN	S.RAHMAN	03.10.2016
DES CHECK	S.GALLOWAY	03.10.2016
DESIGN	S.GALLOWAY	03.10.2016
DESIGN CHECK	D.HOWWOOD	03.10.2016
DESIGN MNGR	P.LEWIS	03.10.2016
PROJECT MNGR	A.HILLHOUSE	03.10.2016

CLIENT: Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SUBDIVISION ACCESS ROAD (MCR9)

RMS ACCREDITATION NO: DS2017/000204

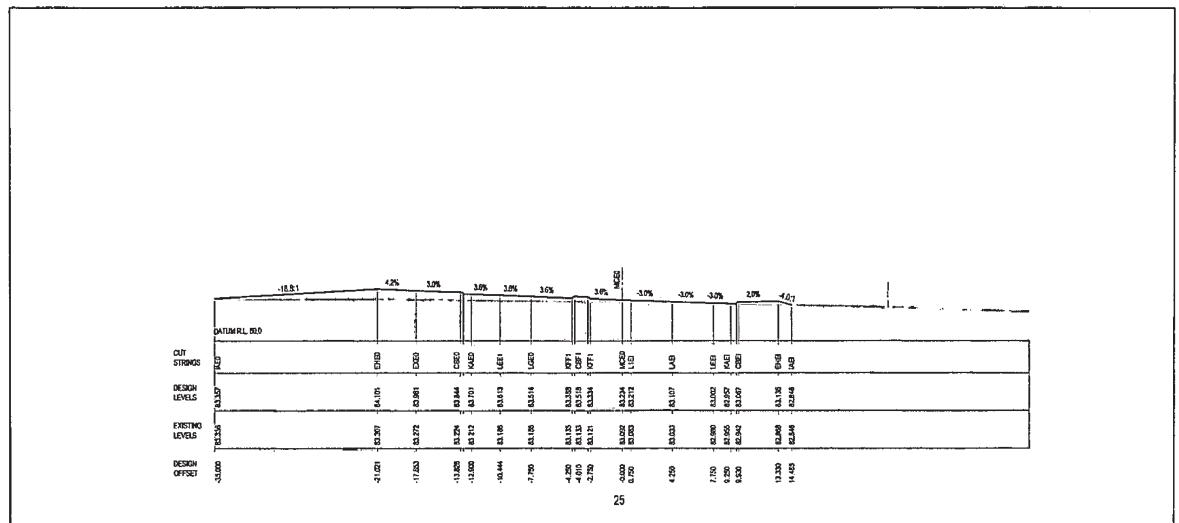
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A3

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DESIGN NOVA PLEASE USE FOR DOCUMENTATION OF THIS DRAWING	REV	DATE	AMENDMENT / REVISION DESCRIPTION	APPROVAL
	01	03.10.2016	ISSUED FOR 60% CONCEPT DESIGN	A HILLHOUSE

PROJECT DATUM AND COORDINATE SYSTEM: MGA ZONE 56 | HEIGHT DATUM: AHD

SCALES ON A3 SIZE DRAWING: BOARD = 10% | 0 2.5 5 7.5 10 12.5

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PLOT DATE / TIME	PLOT BY
3/10/2016	crothman

TITLE	NAME	DATE
DRAWN	S.RAHMAN	03.10.2016
DES CHECK	S.GALLOWAY	03.10.2016
DESIGN	S.GALLOWAY	03.10.2016
DESIGN CHECK	D.HOWWOOD	03.10.2016
DESIGN MNGR	P.LEWIS	03.10.2016
PROJECT MNGR	A.HILLHOUSE	03.10.2016

CLIENT: Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
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STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
CROSS SECTIONS - SUBDIVISION ACCESS ROAD (MCR9)

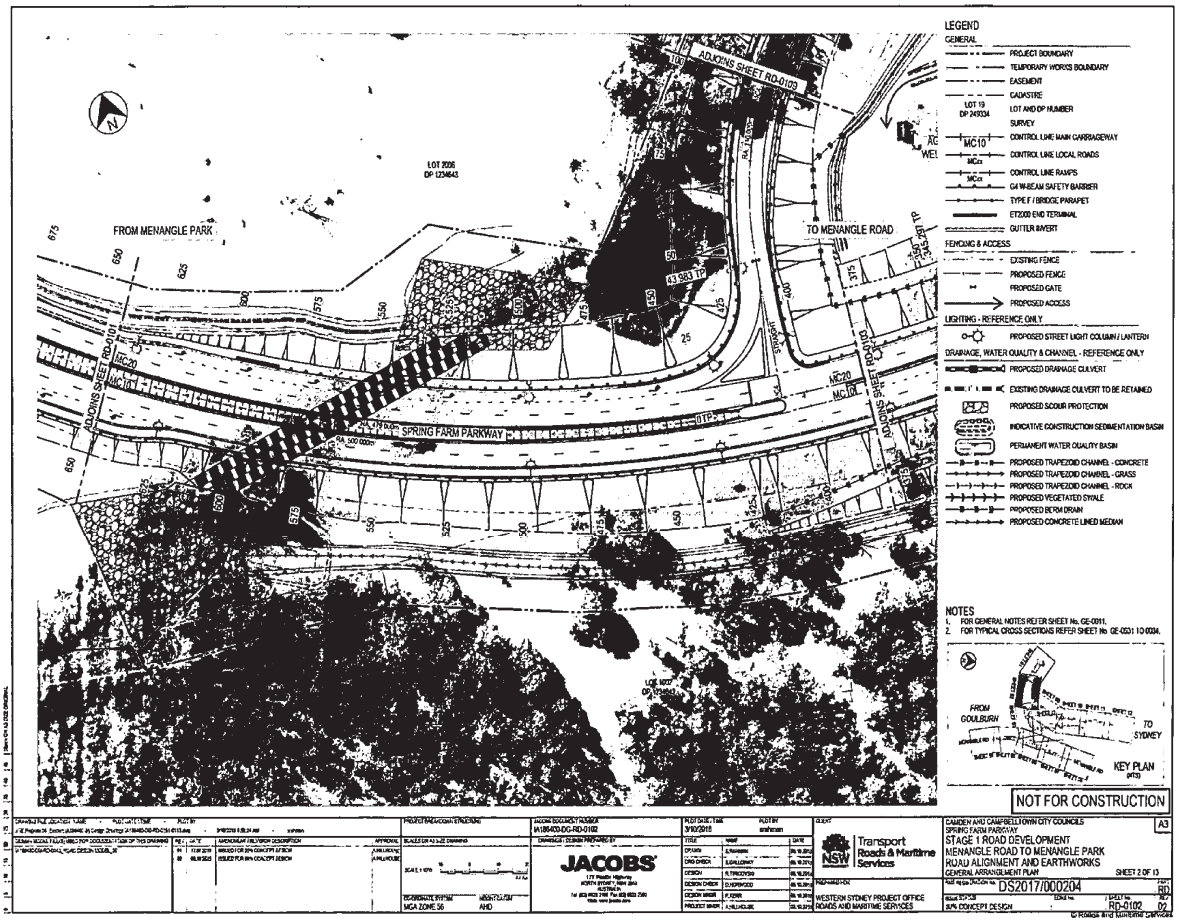
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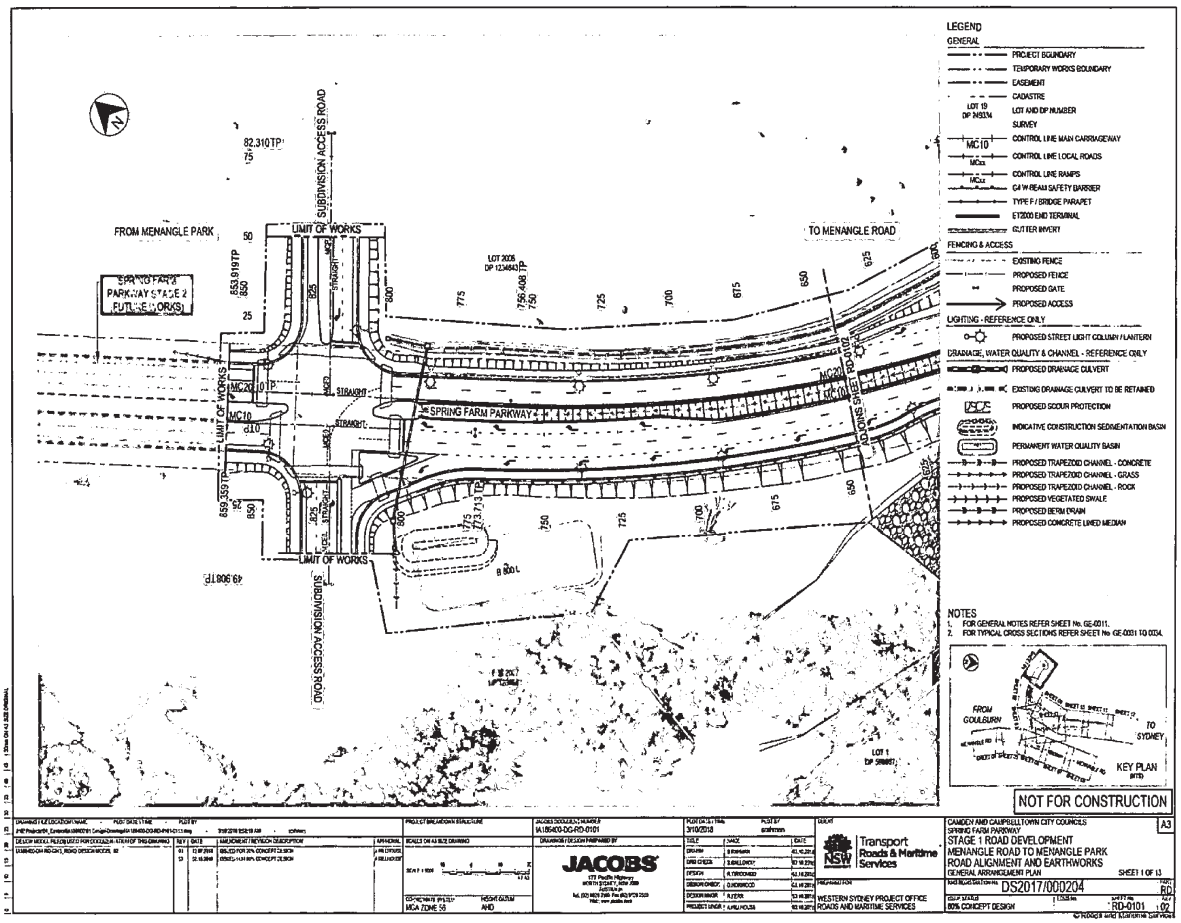
STATUS: 60% CONCEPT DESIGN

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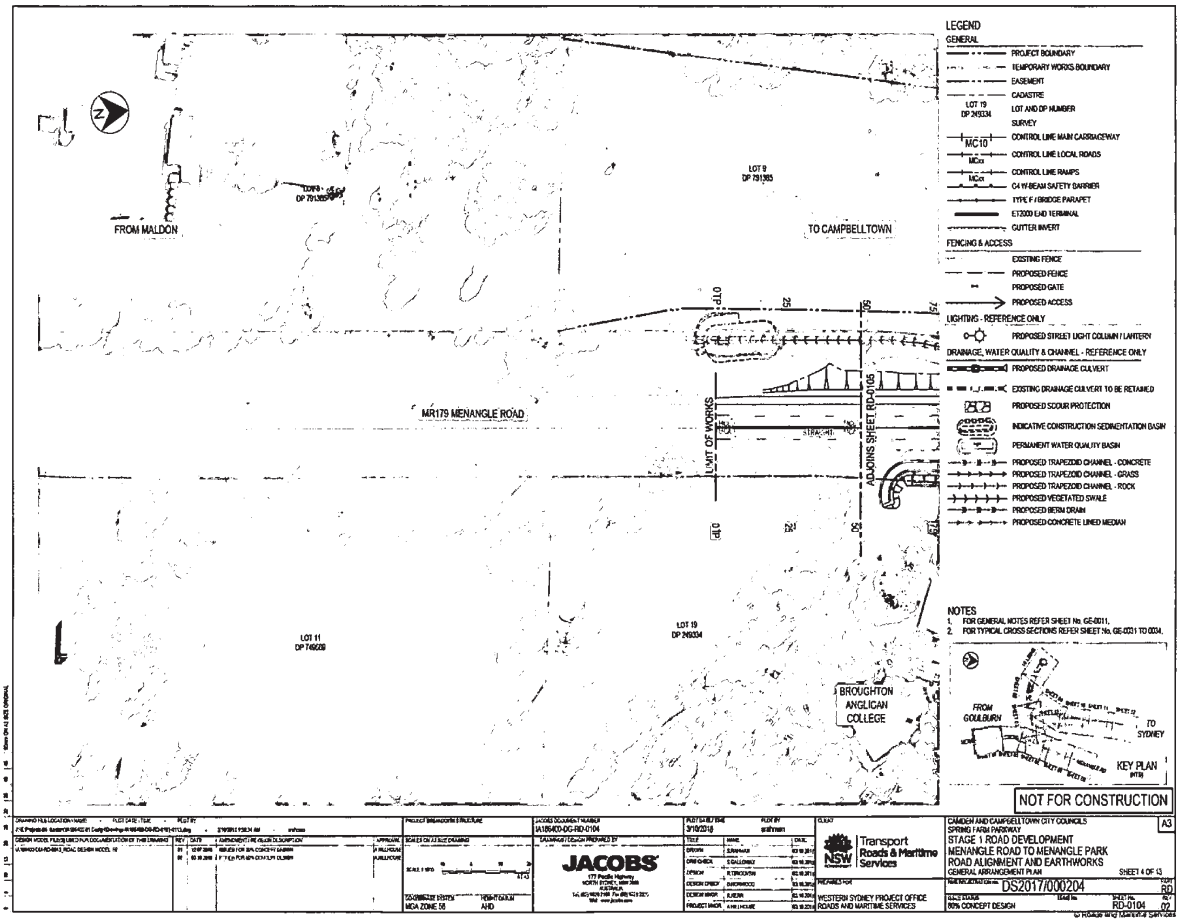


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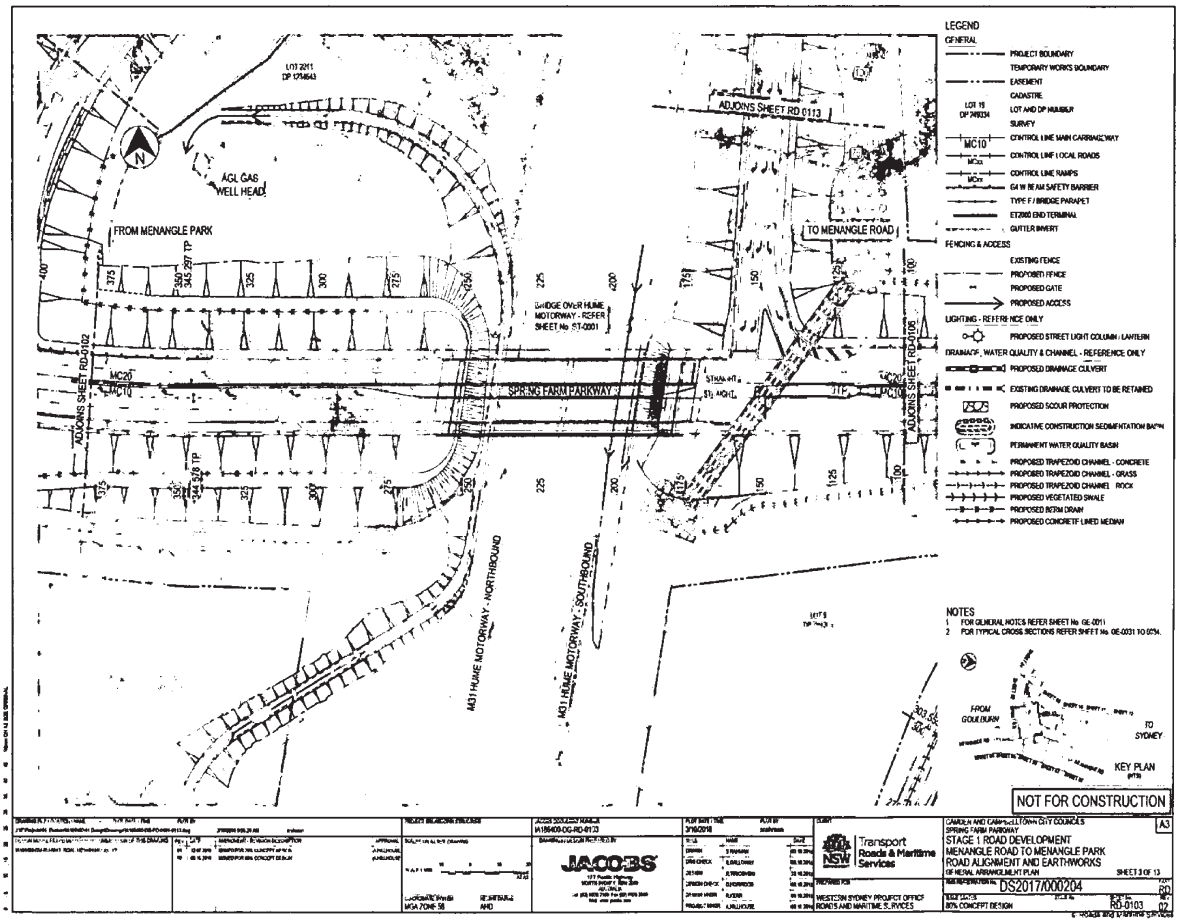
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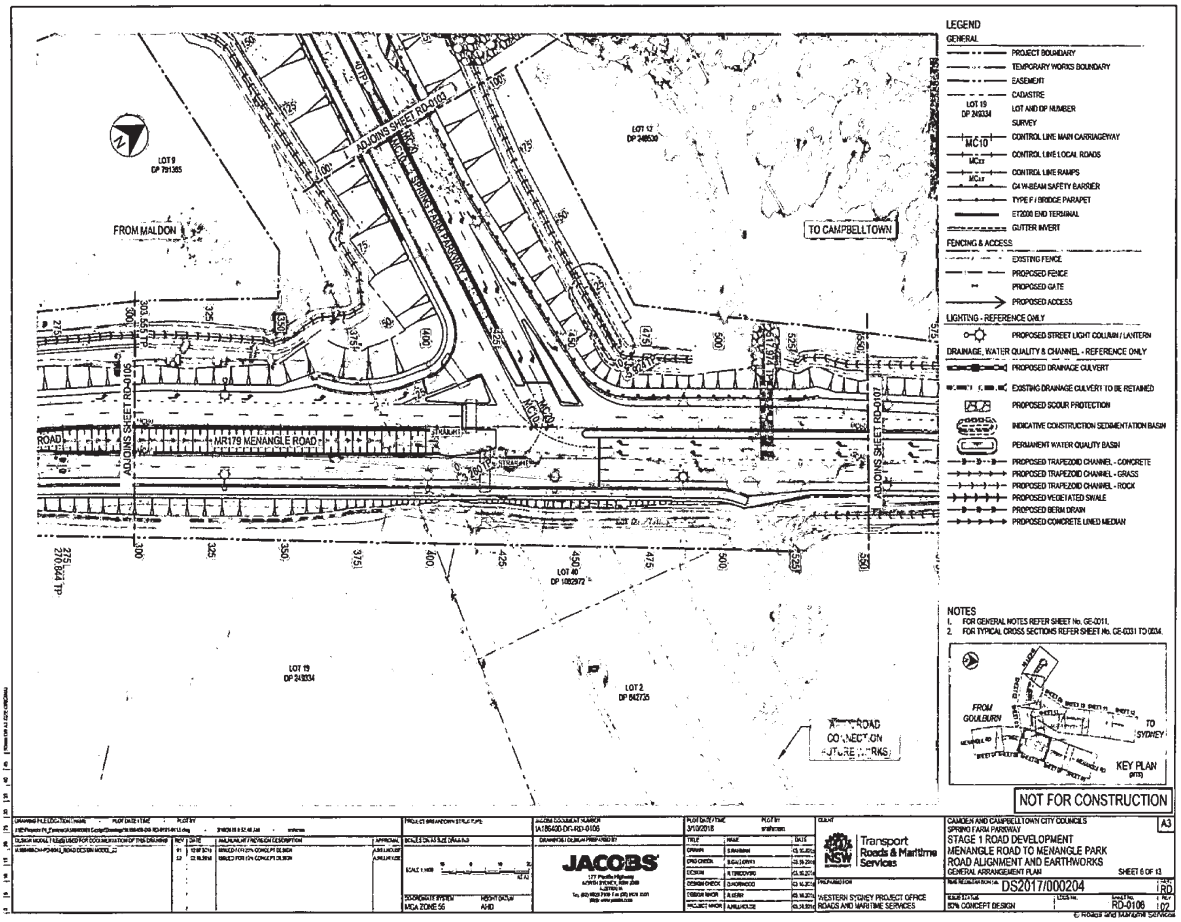


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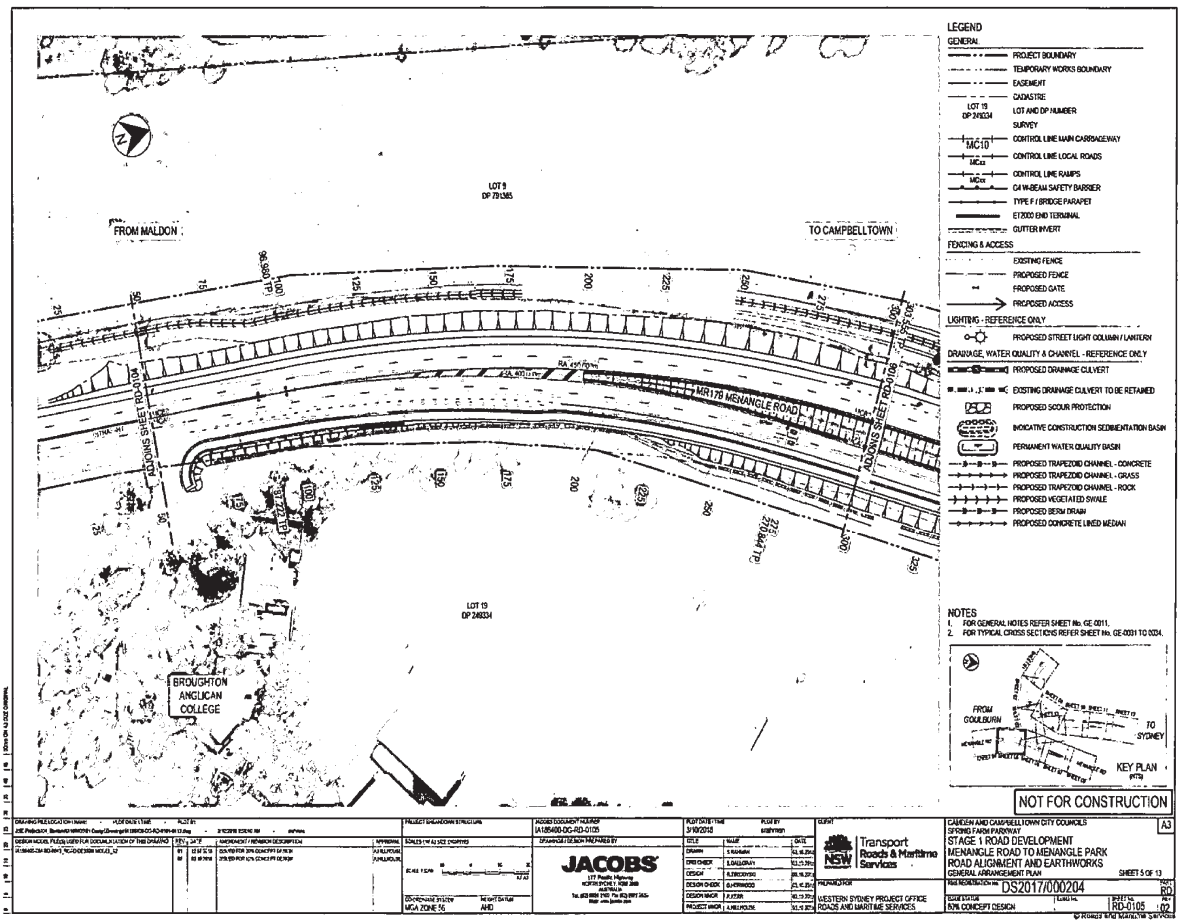
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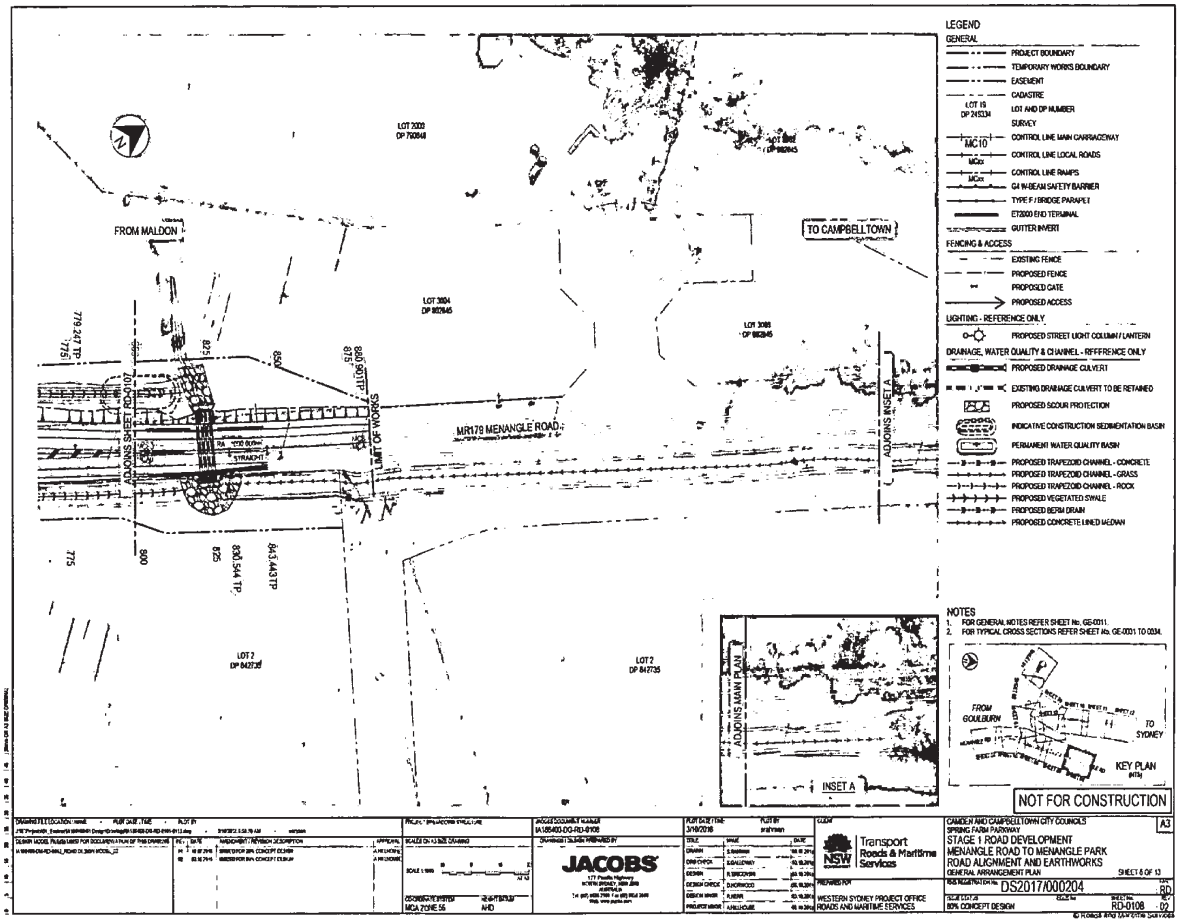


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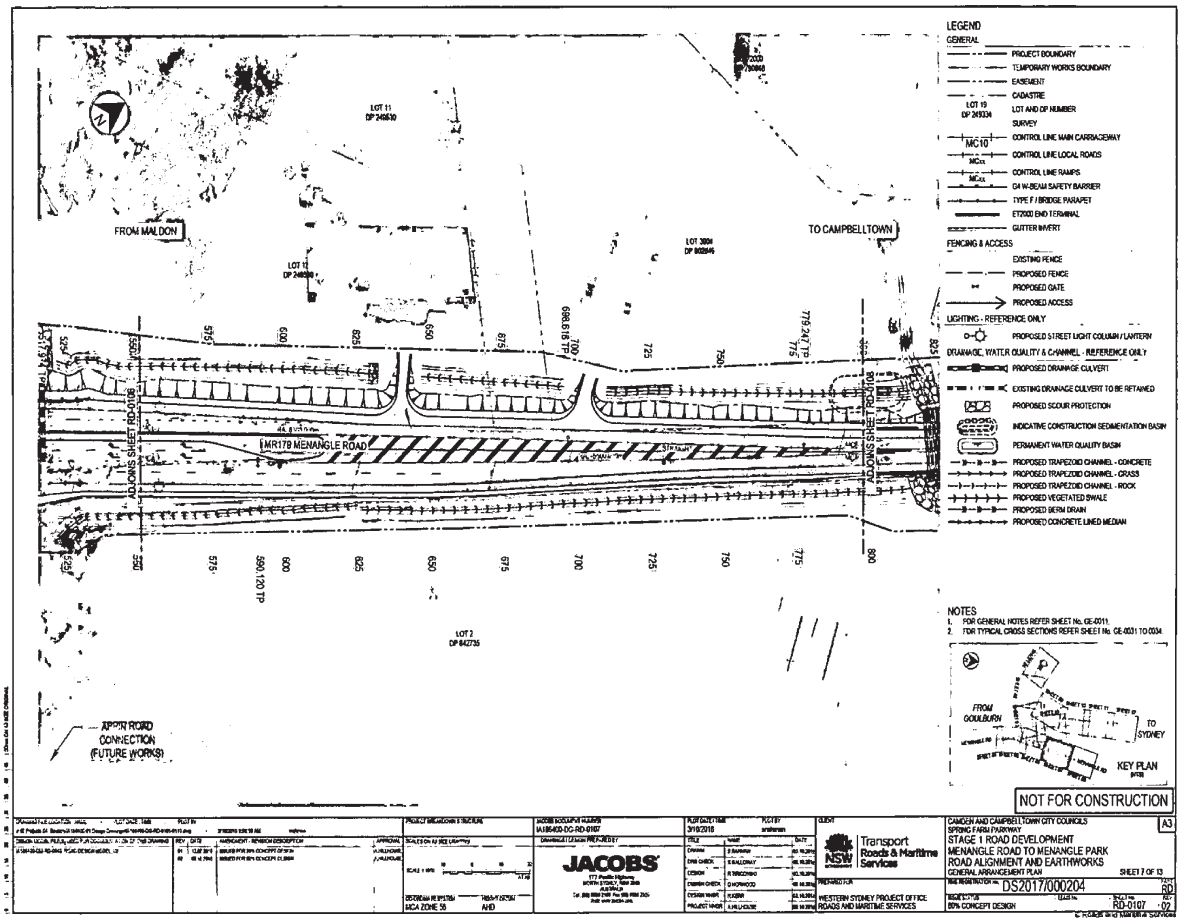


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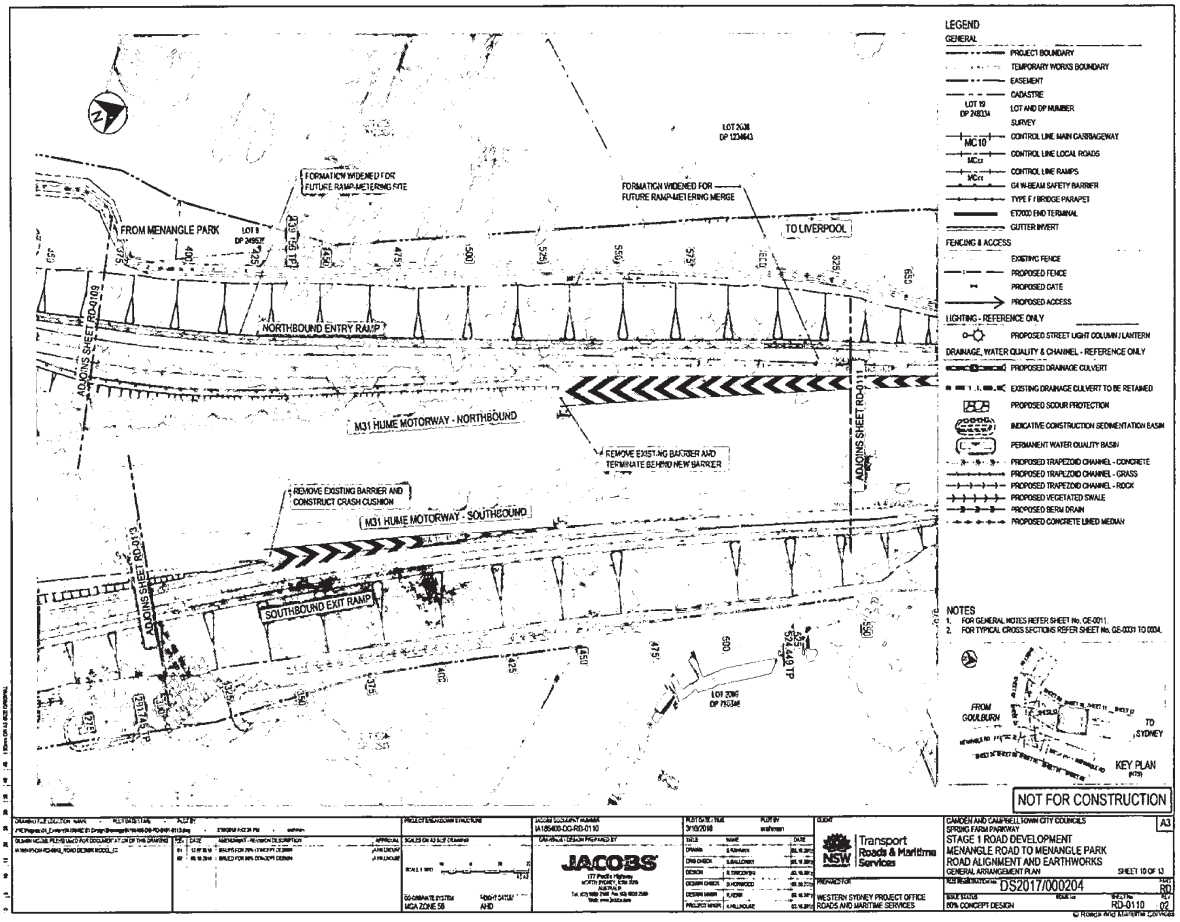
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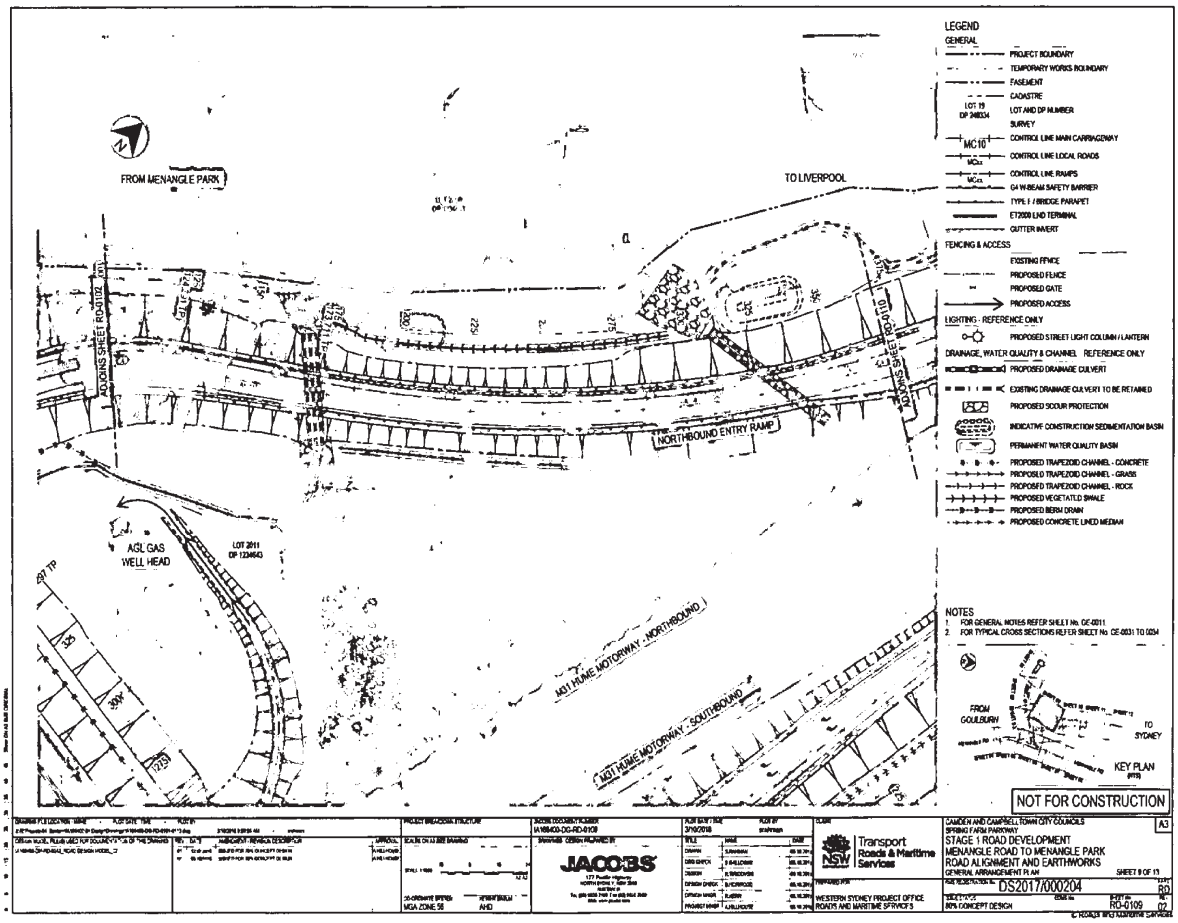


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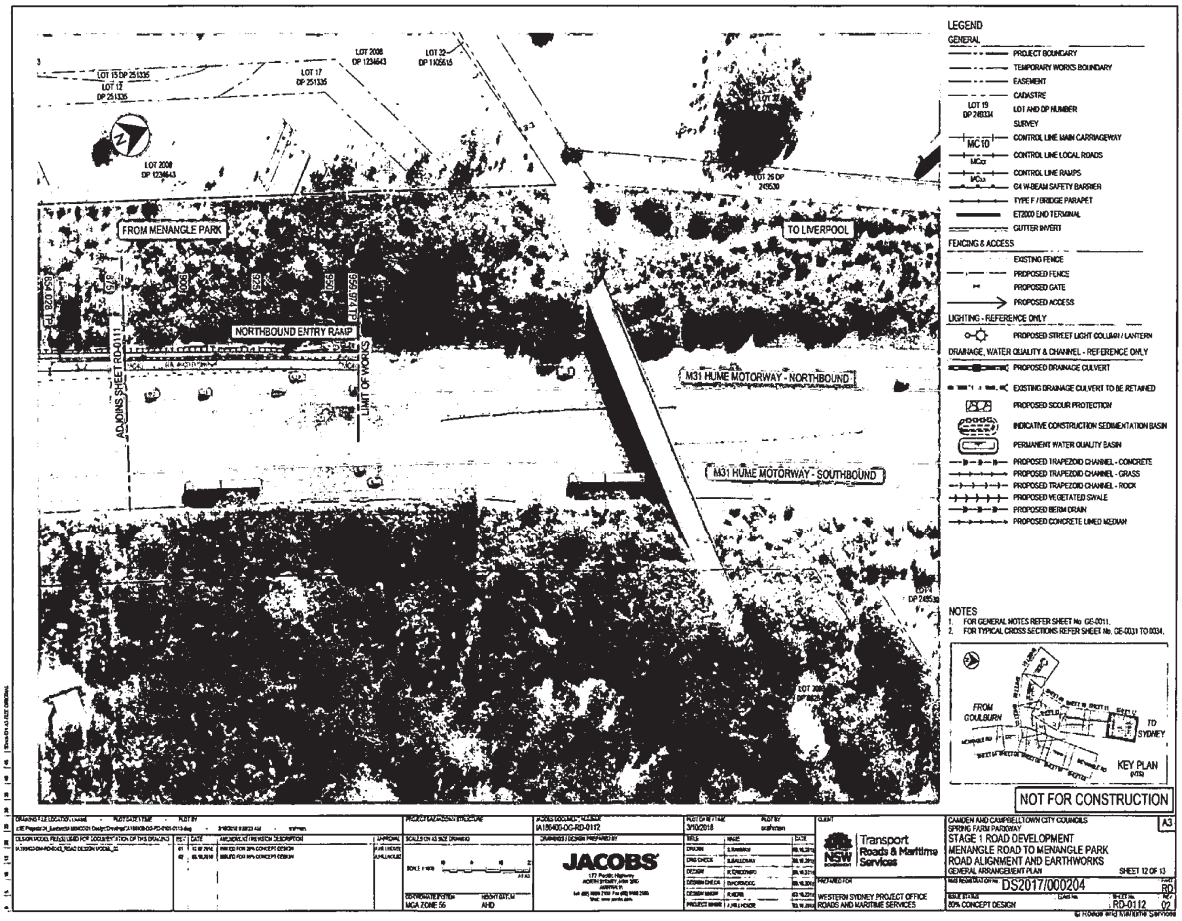
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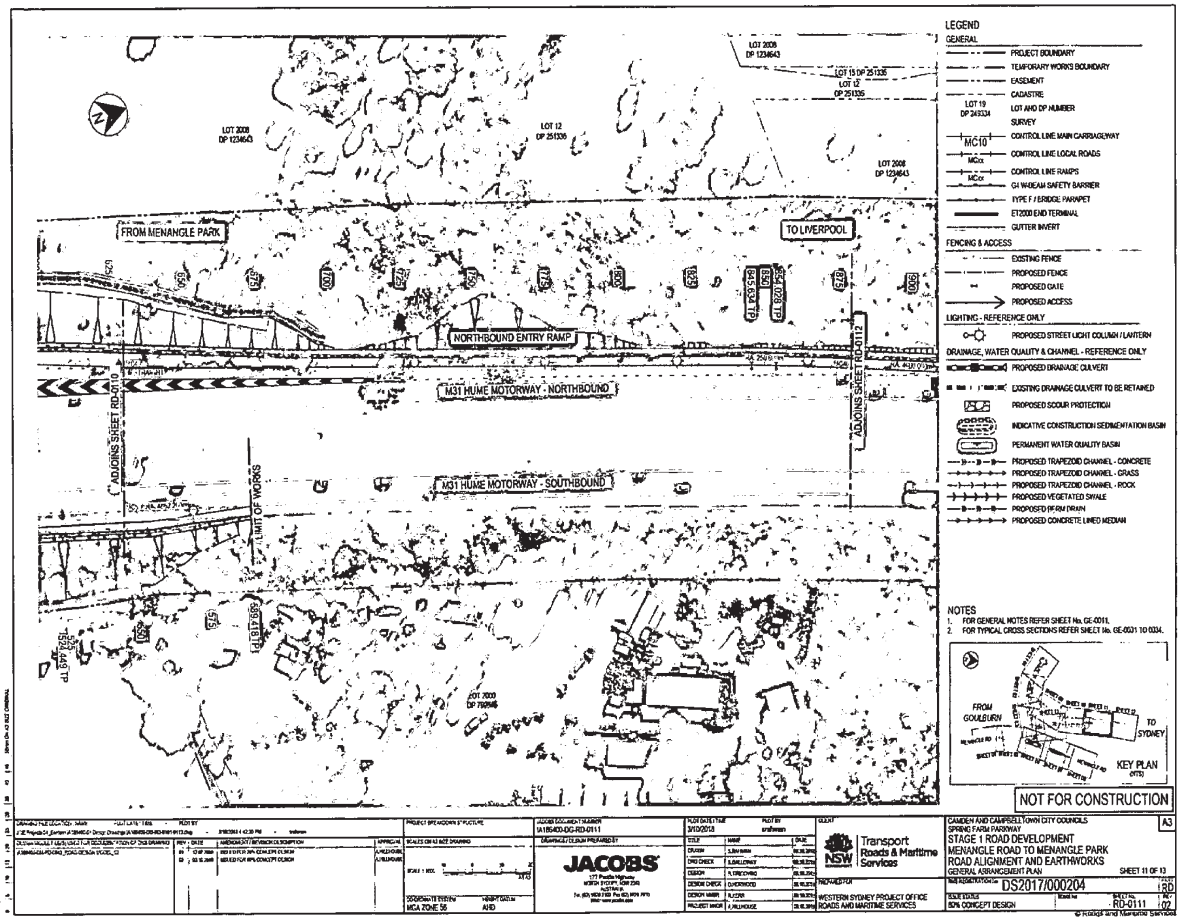
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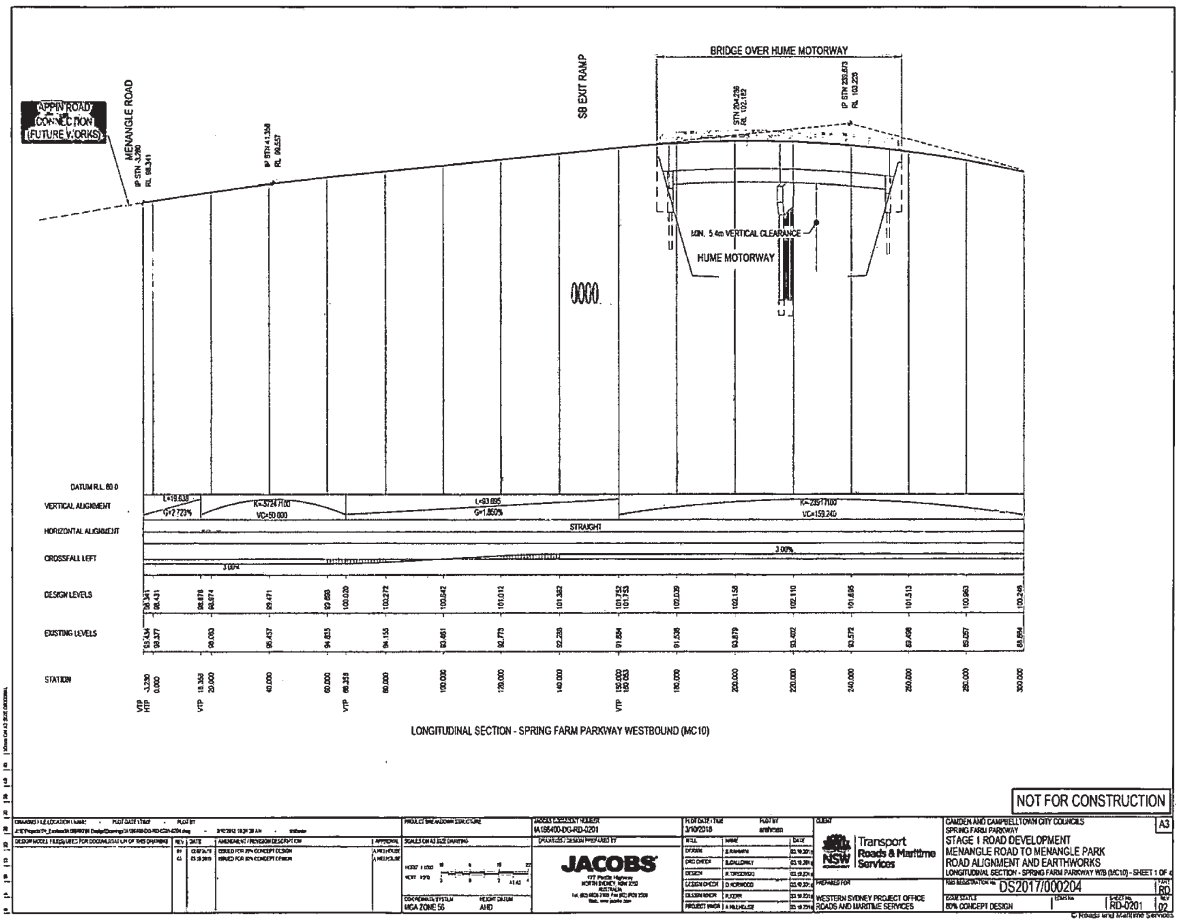
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Reg:R776267 /Doc:DL AP755471 /Rev:31-Dec-2019 /NSW_LRS /Tgs:All /Prt:03-May-2021 11:33 /Seq:171 of 250
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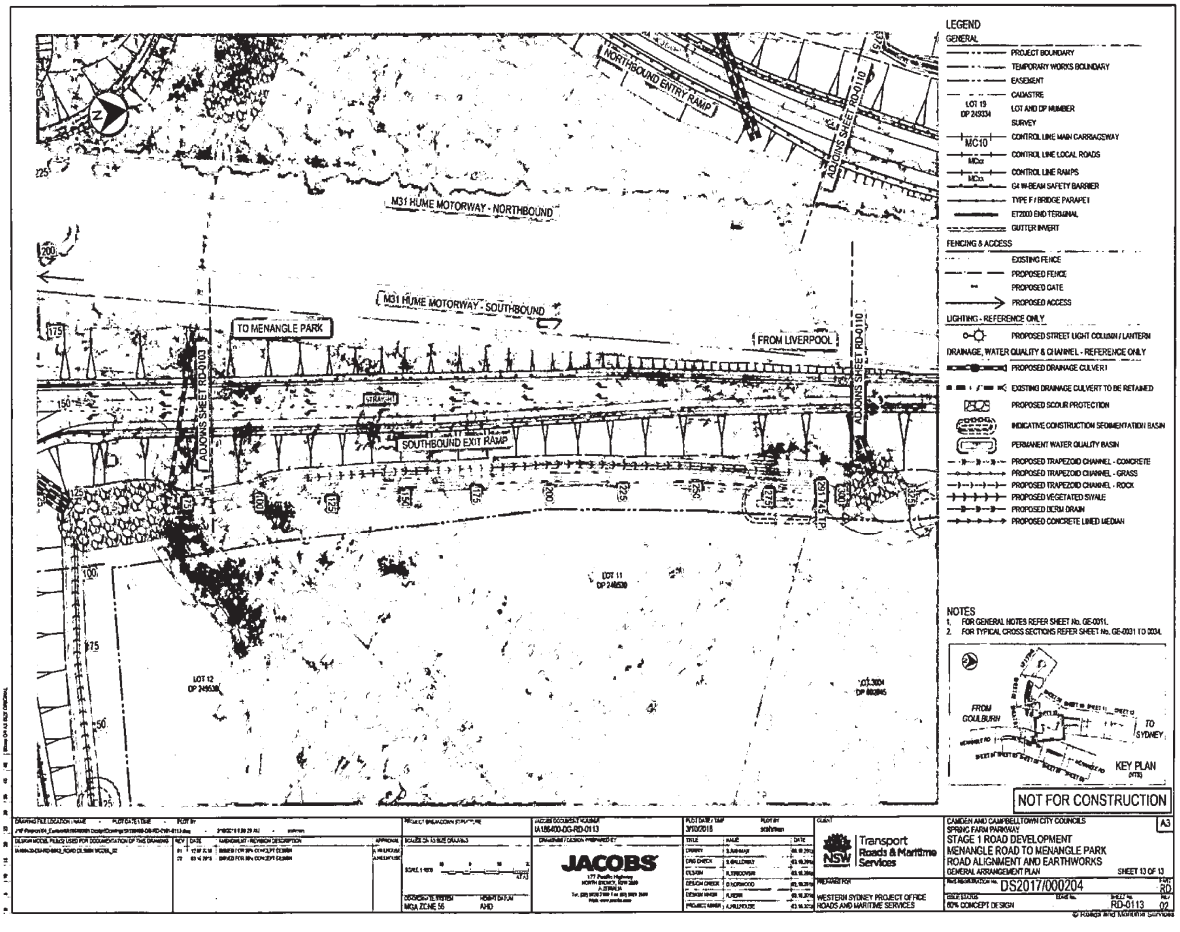


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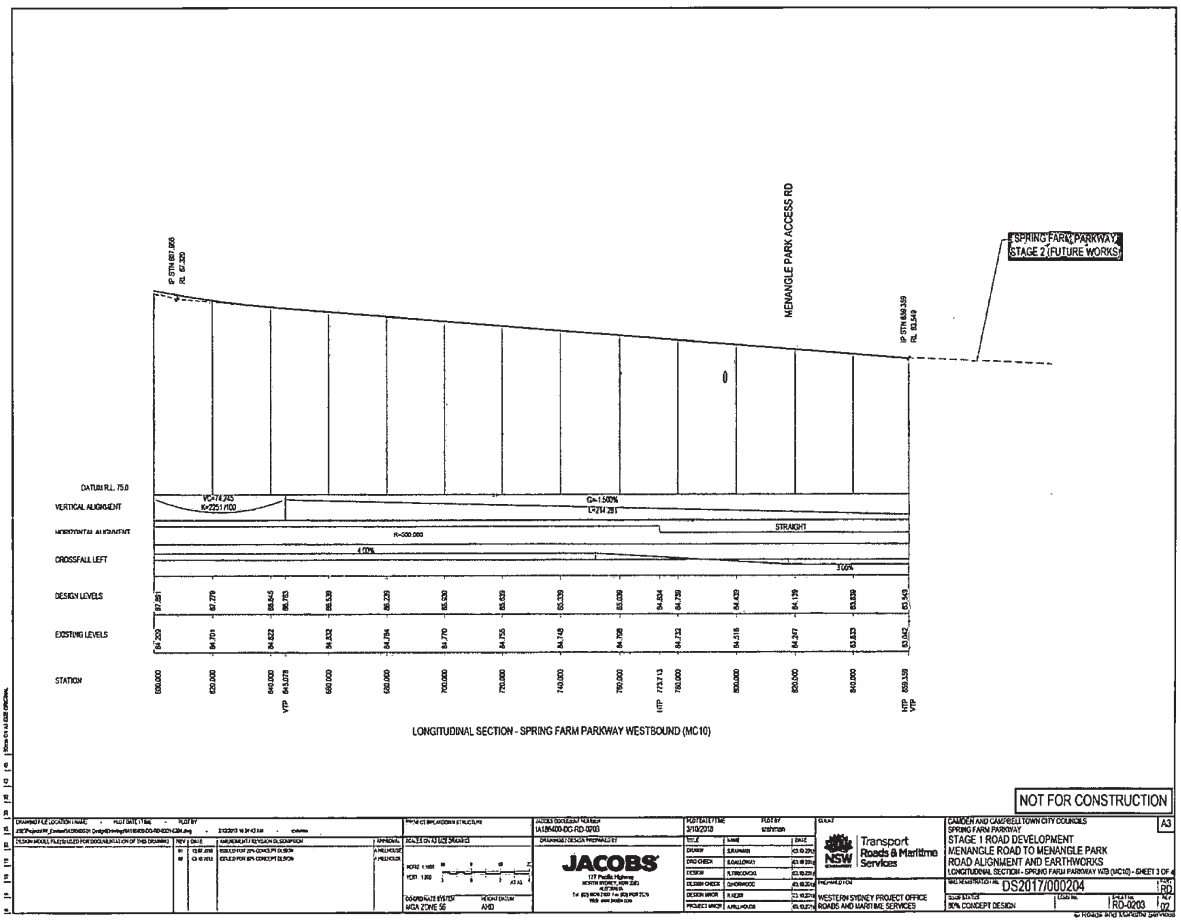


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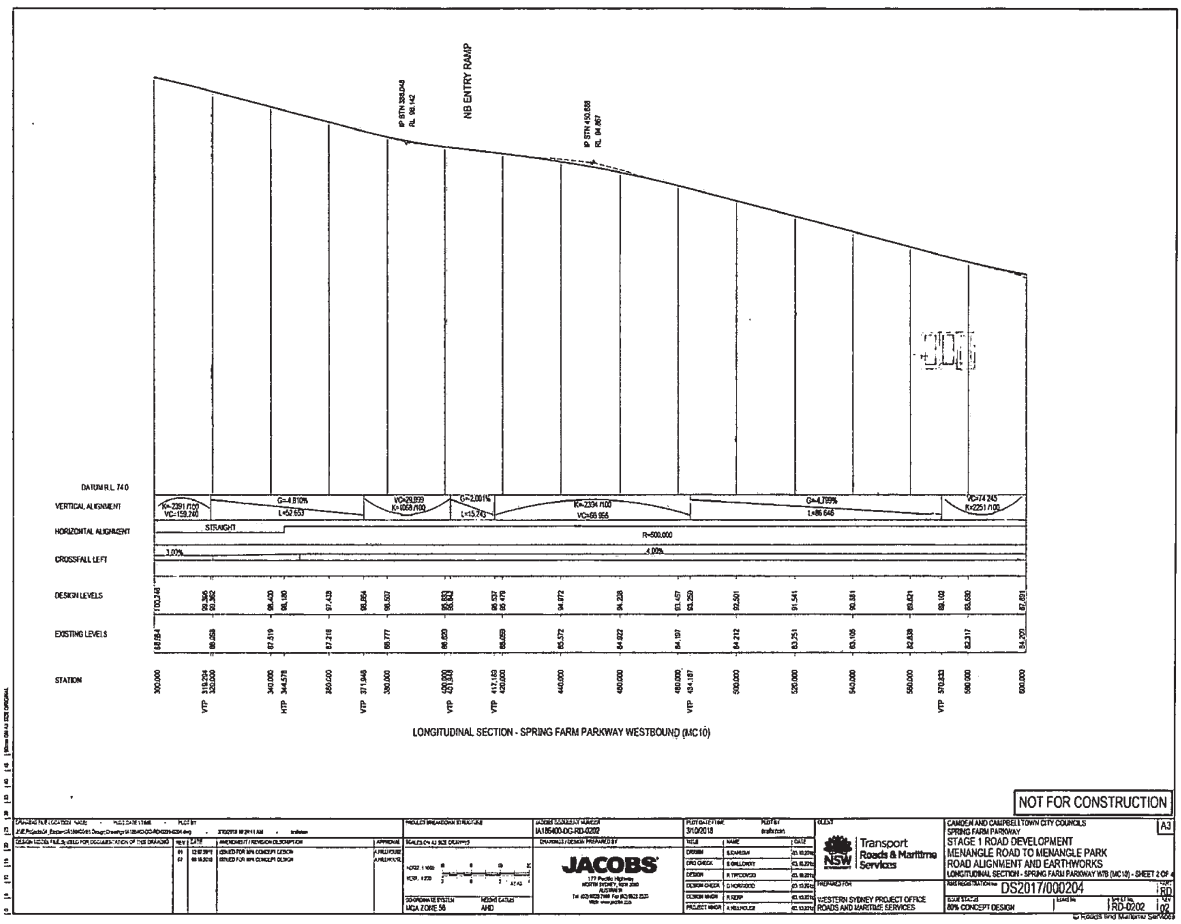
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LONGITUDINAL SECTION - SPRING FARM PARKWAY WESTBOUND (MC10)

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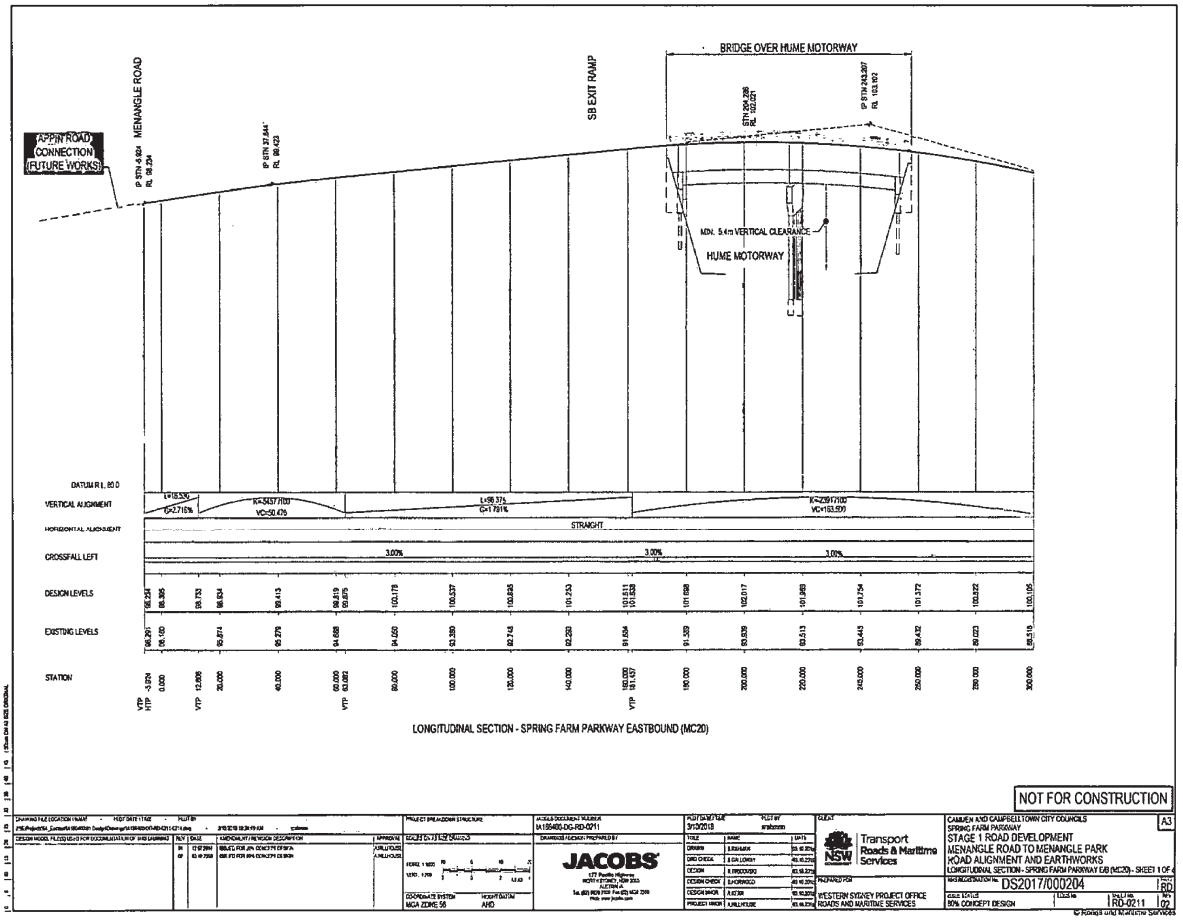
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LONGITUDINAL SECTION - SPRING FARM PARKWAY WESTBOUND (MC10)

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LONGITUDINAL SECTION - SPRING FARM PARKWAY EASTBOUND (MC20)

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SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
LONGITUDINAL SECTION - SPRING FARM PARKWAY WB (MC10) - SHEET 4 OF 4

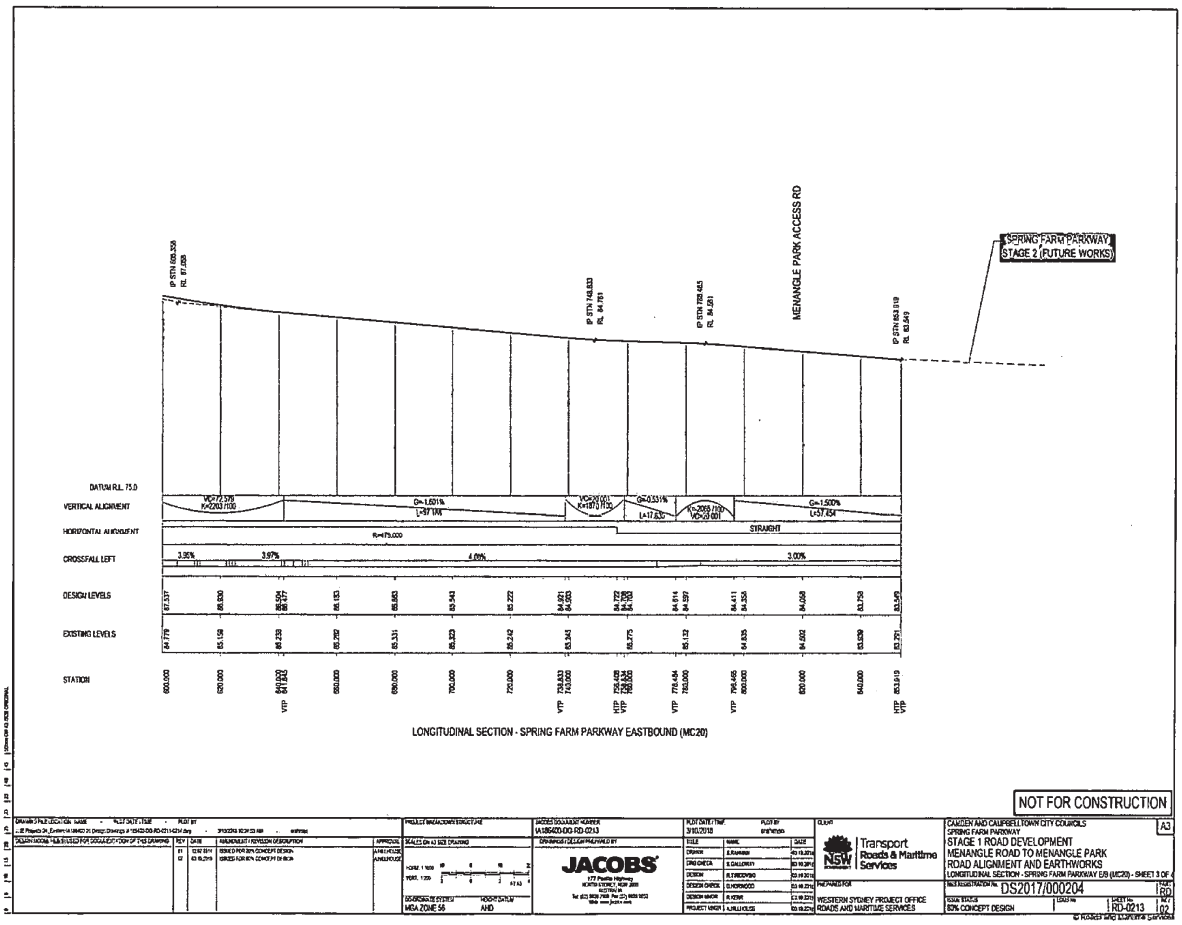
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LONGITUDINAL SECTION - SPRING FARM PARKWAY EASTBOUND (MC20)

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LONGITUDINAL SECTION - SPRING FARM PARKWAY E/B (MC20) - SHEET 3 OF 4

DS2017/000204

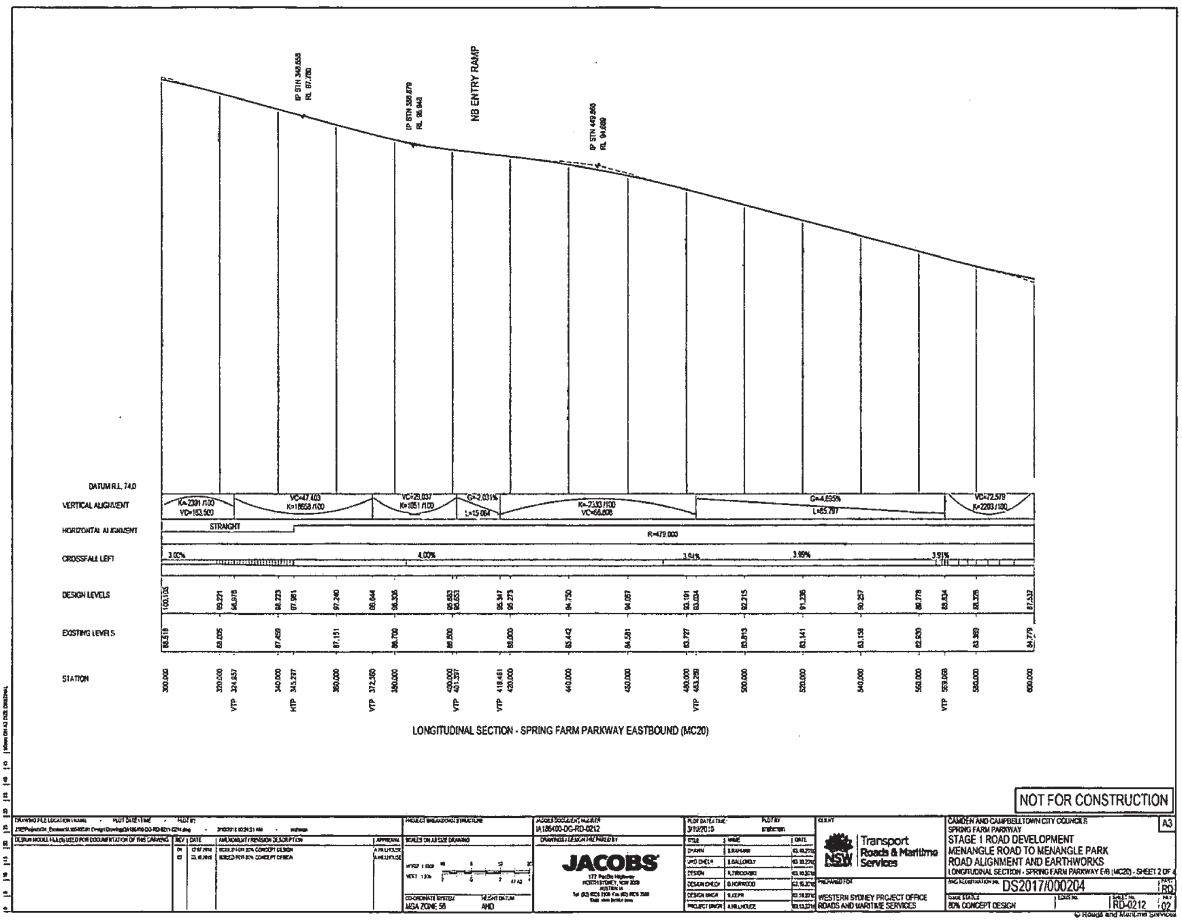
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MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
LONGITUDINAL SECTION - SPRING FARM PARKWAY E/B (MC20) - SHEET 2 OF 4

DS2017/000204

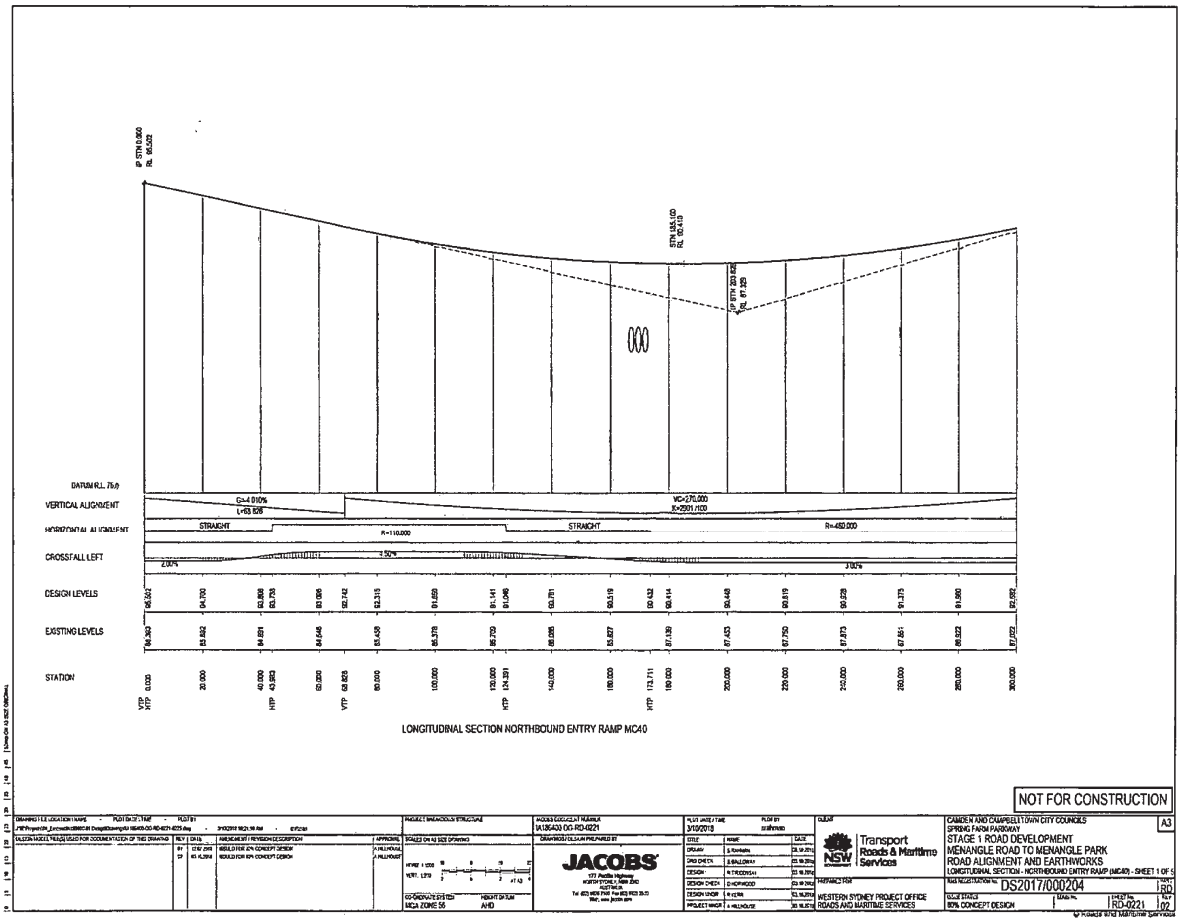
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LONGITUDINAL SECTION NORTHBOUND ENTRY RAMP MC40

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MENANGLE ROAD TO MENANGLE PARK
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LONGITUDINAL SECTION - NORTHBOUND ENTRY RAMP (MC40) - SHEET 1 OF 5
ROAD NO. DS2017/000204
ISSUE STATUS: 90% CONCEPT DESIGN
DRG No. RD-0221
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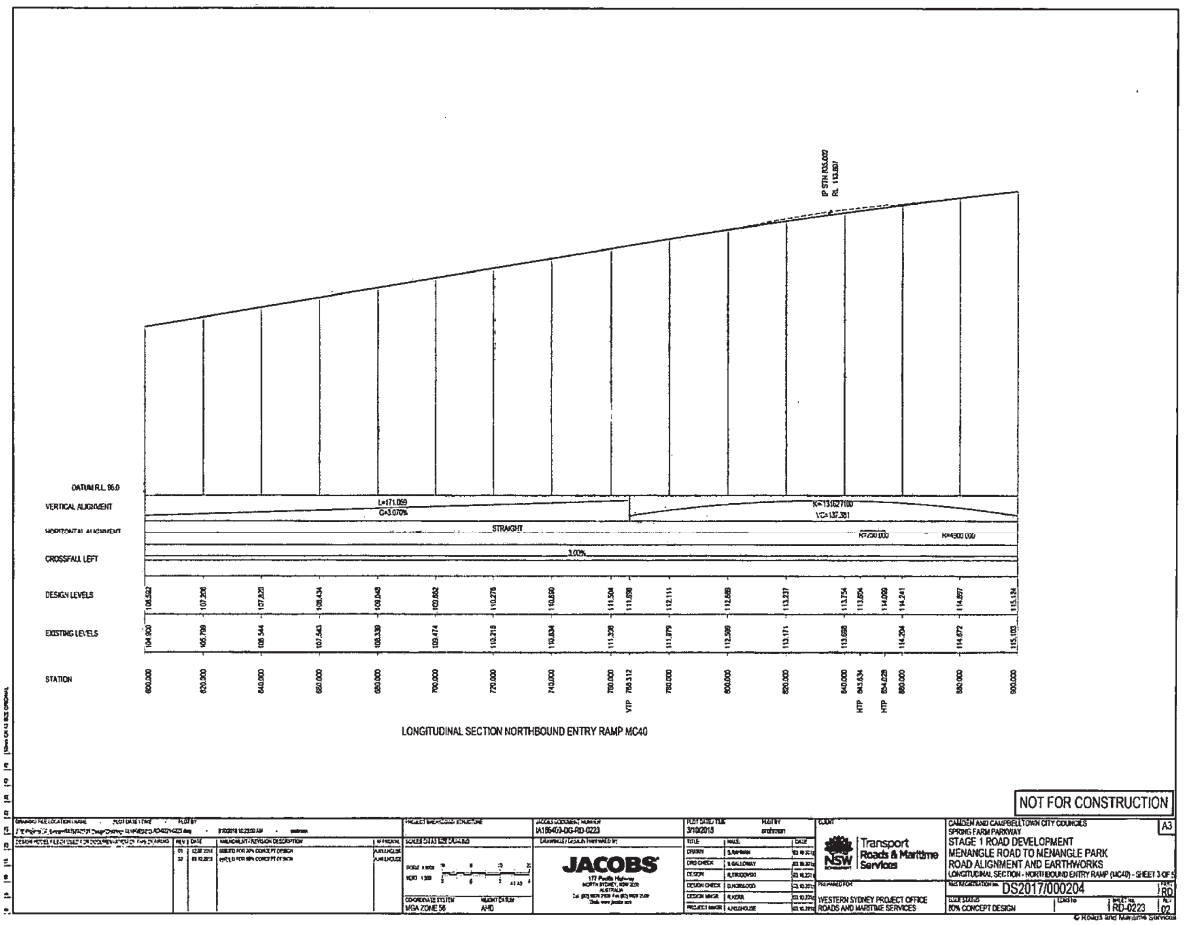
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LONGITUDINAL SECTION - SPRING FARM PARKWAY E/B (MC20) - SHEET 4 OF 4
ROAD NO. DS2017/000204
ISSUE STATUS: 90% CONCEPT DESIGN
DRG No. RD-0214
REV 02

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MENANGLE ROAD TO MENANGLE PARK
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LONGITUDINAL SECTION - NORTHBOUND ENTRY RAMP (MC40) - SHEET 3 OF 5

TSR REGISTRATION No. DS2017/000204

DESIGN STAGE: 80% CONCEPT DESIGN

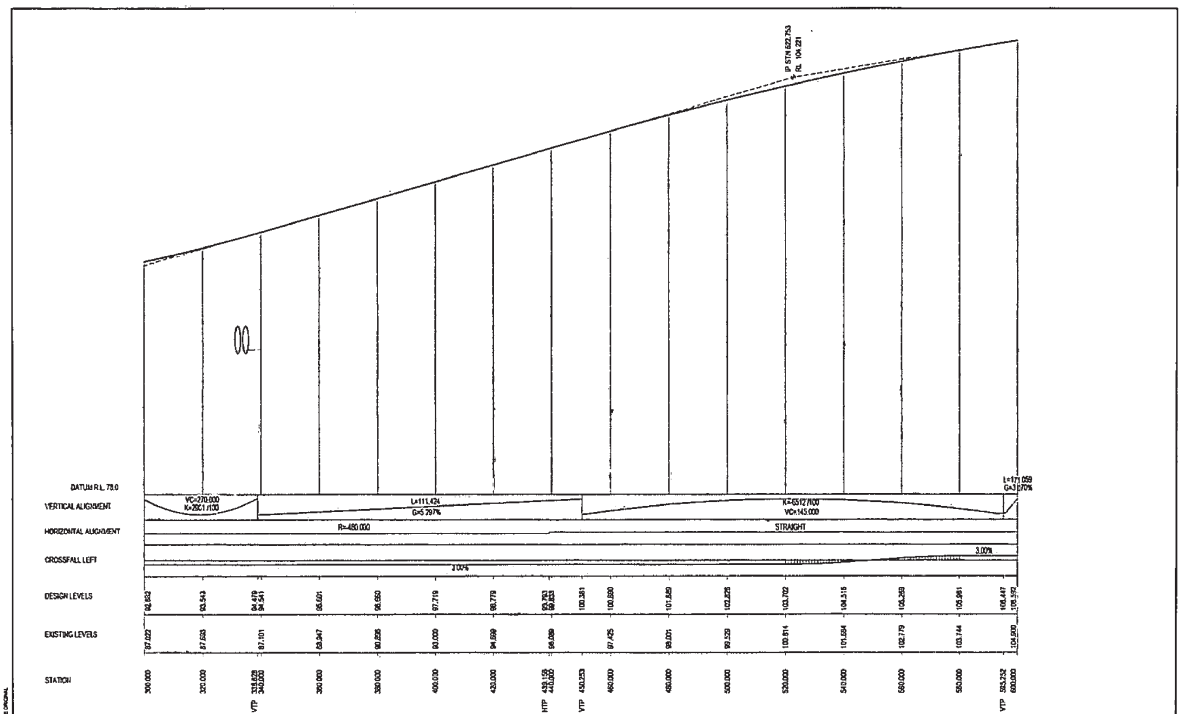
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TSR REGISTRATION No. DS2017/000204

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ISSUE No. 02

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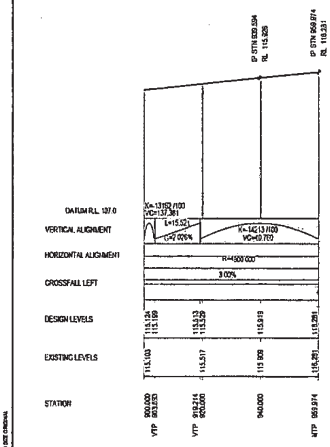
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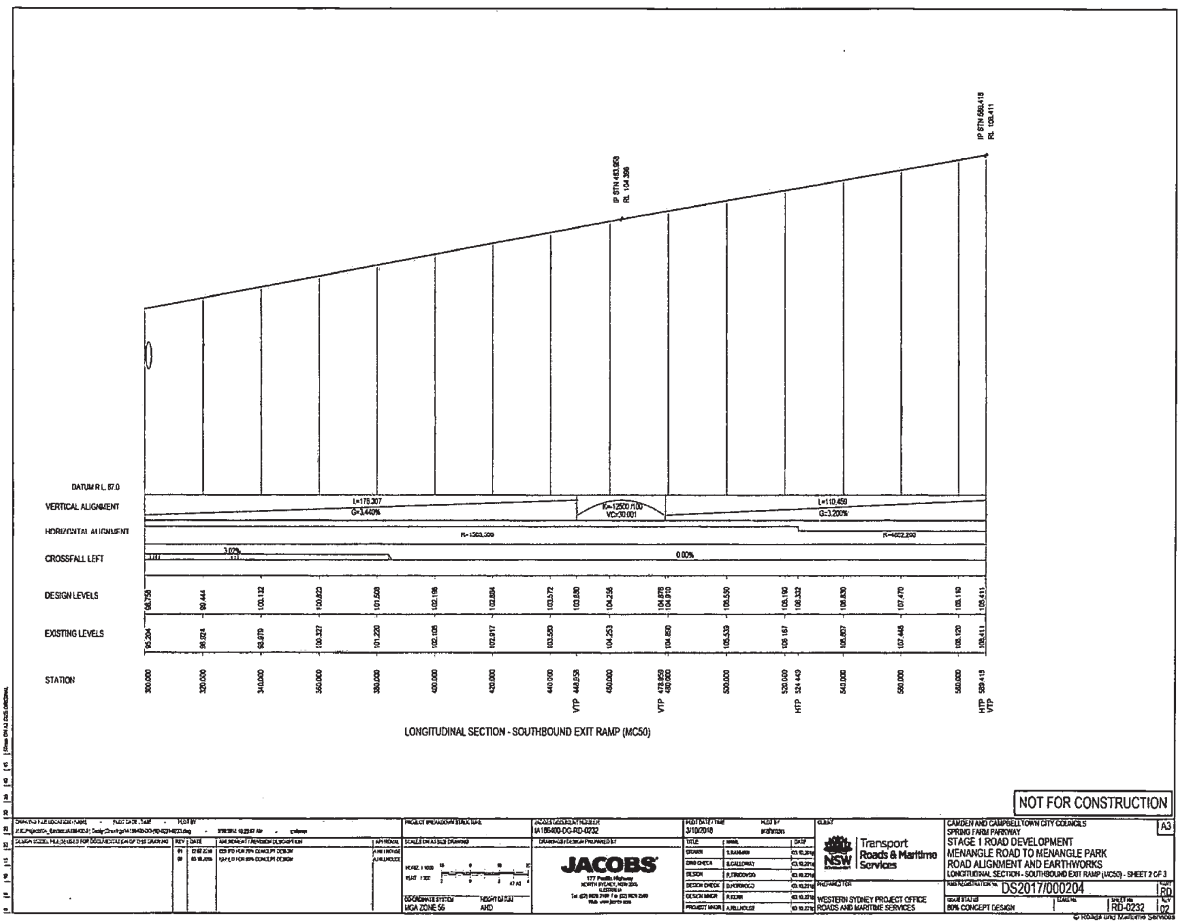


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LONGITUDINAL SECTION - SOUTHBOUND EXIT RAMP (MC50)

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MAIN NUMBER/STATION No. DS2017/000204

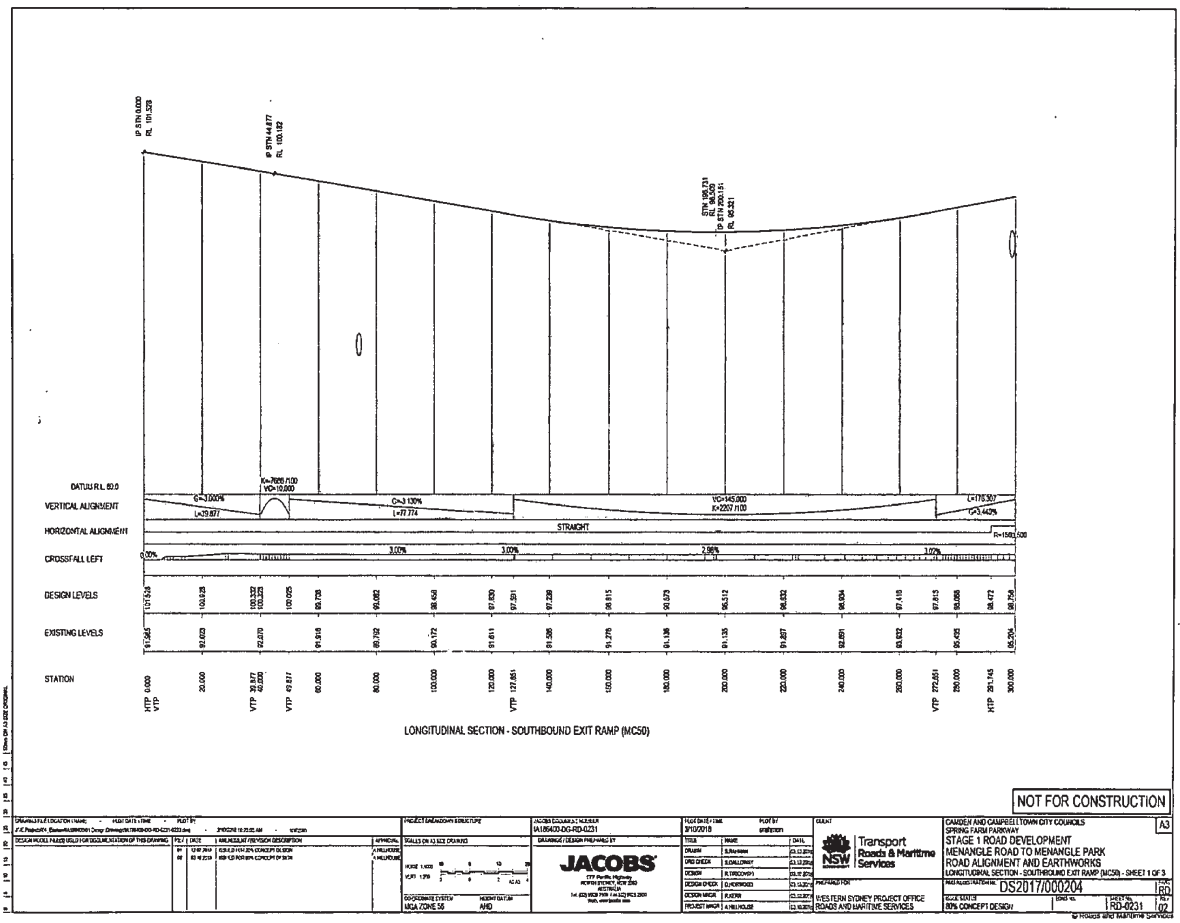
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LONGITUDINAL SECTION - SOUTHBOUND EXIT RAMP (MC50) - SHEET 1 OF 3

MAIN NUMBER/STATION No. DS2017/000204

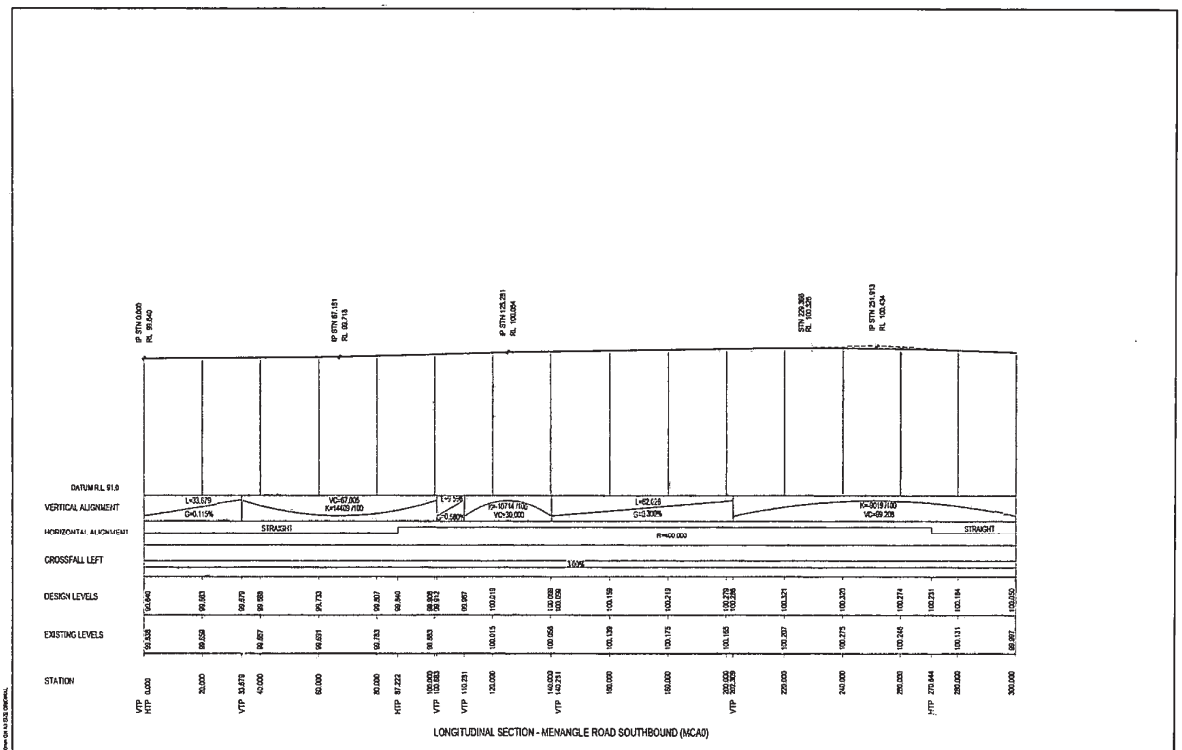
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LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MCA0)

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	0	05.10.2018	ISSUED FOR 30% CONCEPT DESIGN

PROJECT SPECIFICATION STRUCTURE: MCA ZONE 05 | HEIGHT DATUM: AHD

JACOBS DOCUMENT NUMBER: IA185400-DG-RD-0241

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TITLE	NAME	DATE
DRAWN	S.SAHAKIAN	20.09.2018
CAD CHECK	S.GALLOWAY	21.09.2018
DESIGN	R.WOODWOOD	21.09.2018
DESIGN CHECK	D.MORWOOD	21.09.2018
DESIGN MNGR	R.HOWE	21.09.2018
PROJECT MNGR	A.MELHOUSE	21.09.2018

PLOT DATE / TIME: 3/10/2018 | PLOT BY: smithmen

CLIENT: Transport for NSW — Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
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A3

REG REGISTRATION NO: DS2017/000204

ISSUE STATUS: 50% CONCEPT DESIGN | ISSUED No. | SHEET No: RD-0241 | REV: 02

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TITLE	NAME	DATE
DRAWN	S.SAHAKIAN	20.09.2018
CAD CHECK	S.GALLOWAY	21.09.2018
DESIGN	R.WOODWOOD	21.09.2018
DESIGN CHECK	D.MORWOOD	21.09.2018
DESIGN MNGR	R.HOWE	21.09.2018
PROJECT MNGR	A.MELHOUSE	21.09.2018

PLOT DATE / TIME: 3/10/2018 | PLOT BY: smithmen

CLIENT: Transport for NSW — Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

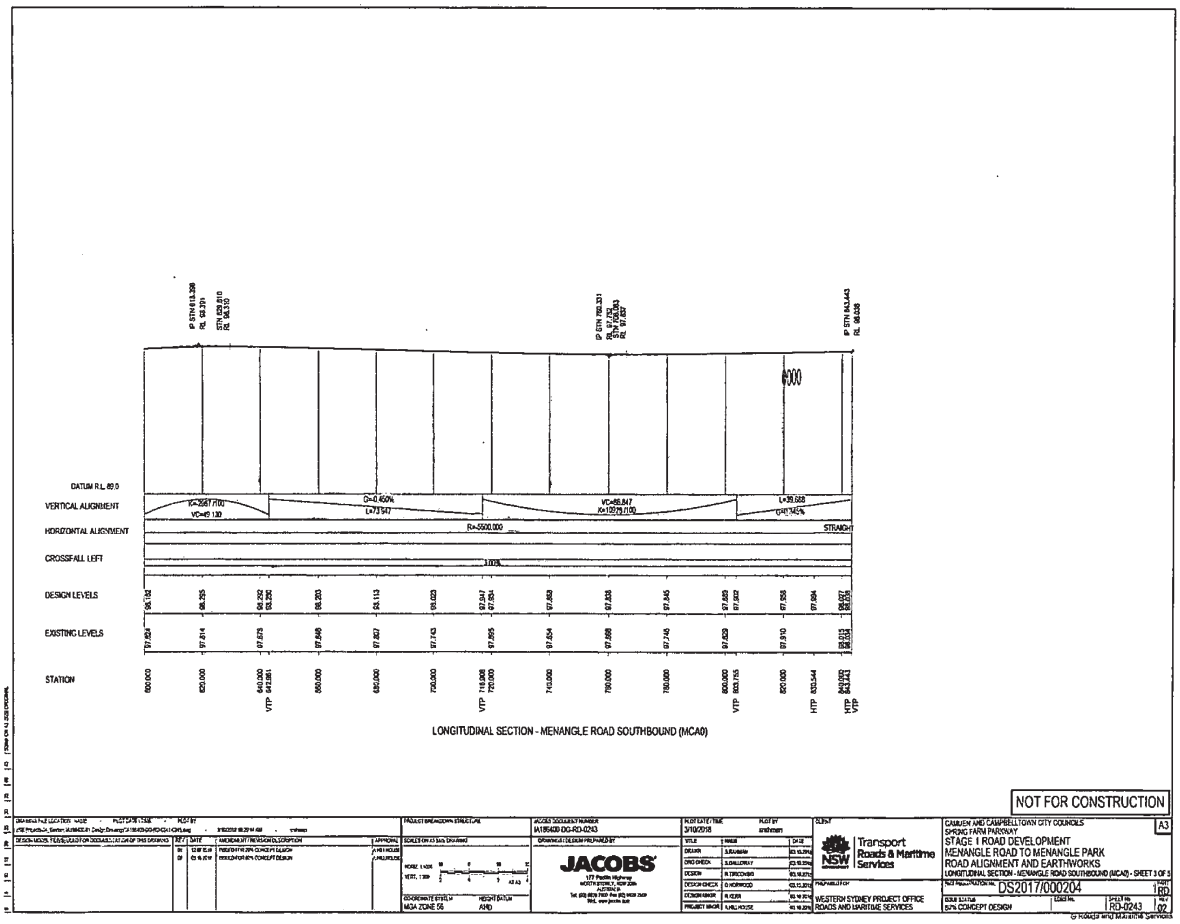
CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
LONGITUDINAL SECTION - SOUTHBOUND EXIT RAMP (MCS3) - SHEET 3 OF 3

A3

REG REGISTRATION NO: DS2017/000204

ISSUE STATUS: 50% CONCEPT DESIGN | ISSUED No. | SHEET No: RD-0233 | REV: 02

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LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MCA0)

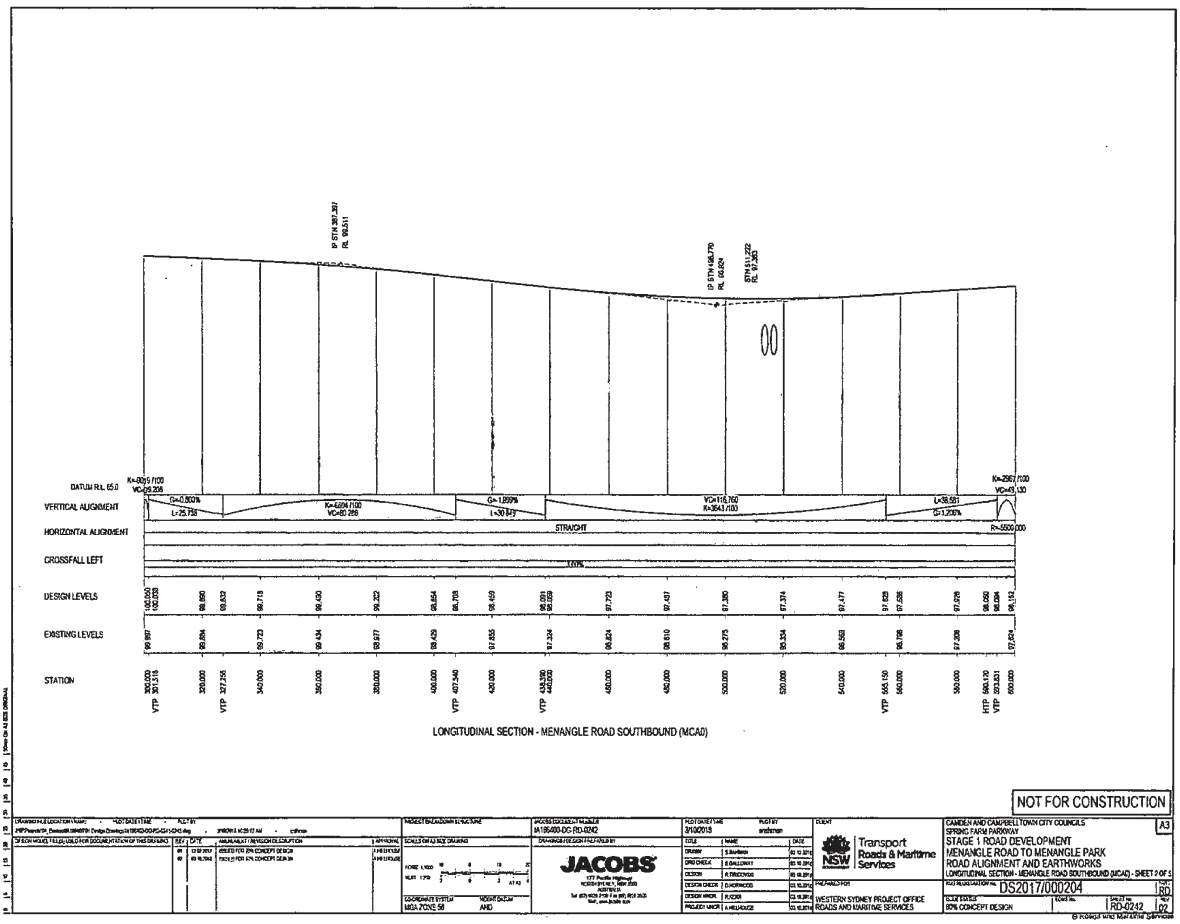
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JACOBS	Transport Roads & Maritime Services	CAMDEN AND CAMPBELLTOWN CITY COUNCILS	A3
177 Pacific Highway NORTH SYDNEY, NSW 2060 AUSTRALIA Tel: (02) 9928 2100 Fax: (02) 9928 2500 Web: www.jacobs.com	WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES	SPRING FARM PARKWAY STAGE 1 ROAD DEVELOPMENT MENANGLE ROAD TO MENANGLE PARK ROAD ALIGNMENT AND EARTHWORKS LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MCA0) - SHEET 3 OF 5	
		ROAD PROJECT NUMBER: DS2017/000204	1 RD
		SCALE STATUS: 50% CONCEPT DESIGN	SHEET No: RD-0243	REV: 02

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Reg:R776267 /Doc:DL AP755471 /Rev:31-Dec-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:192 of 250
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LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MCA0)

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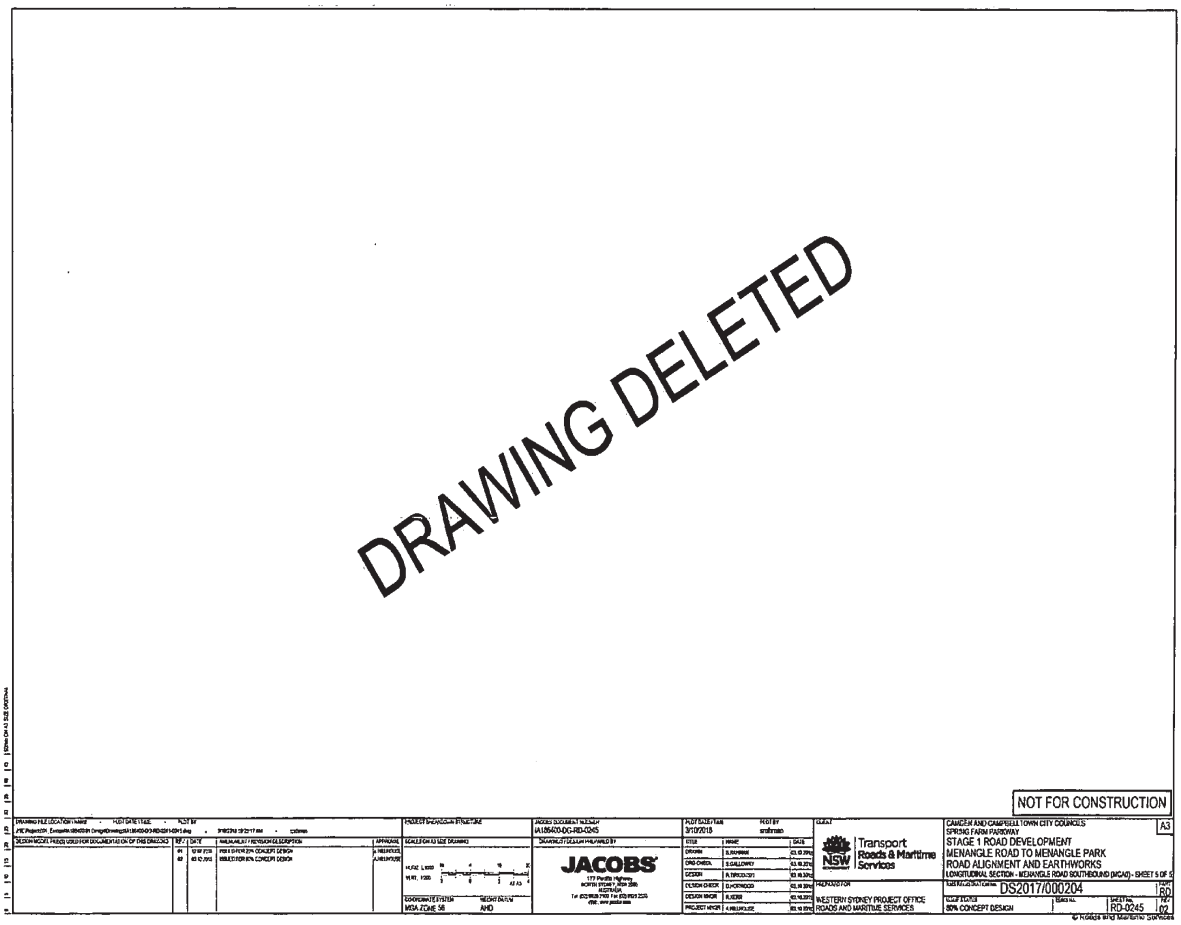
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JACOBS	Transport Roads & Maritime Services	CAMDEN AND CAMPBELLTOWN CITY COUNCILS	A3
177 Pacific Highway NORTH SYDNEY, NSW 2060 AUSTRALIA Tel: (02) 9928 2100 Fax: (02) 9928 2500 Web: www.jacobs.com	WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES	SPRING FARM PARKWAY STAGE 1 ROAD DEVELOPMENT MENANGLE ROAD TO MENANGLE PARK ROAD ALIGNMENT AND EARTHWORKS LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MCA0) - SHEET 2 OF 5	
		ROAD PROJECT NUMBER: DS2017/000204	1 RD
		SCALE STATUS: 50% CONCEPT DESIGN	SHEET No: RD-0242	REV: 02

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Reg:R776267 /Doc:DL AP755471 /Rev:31-Dec-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:194 of 250
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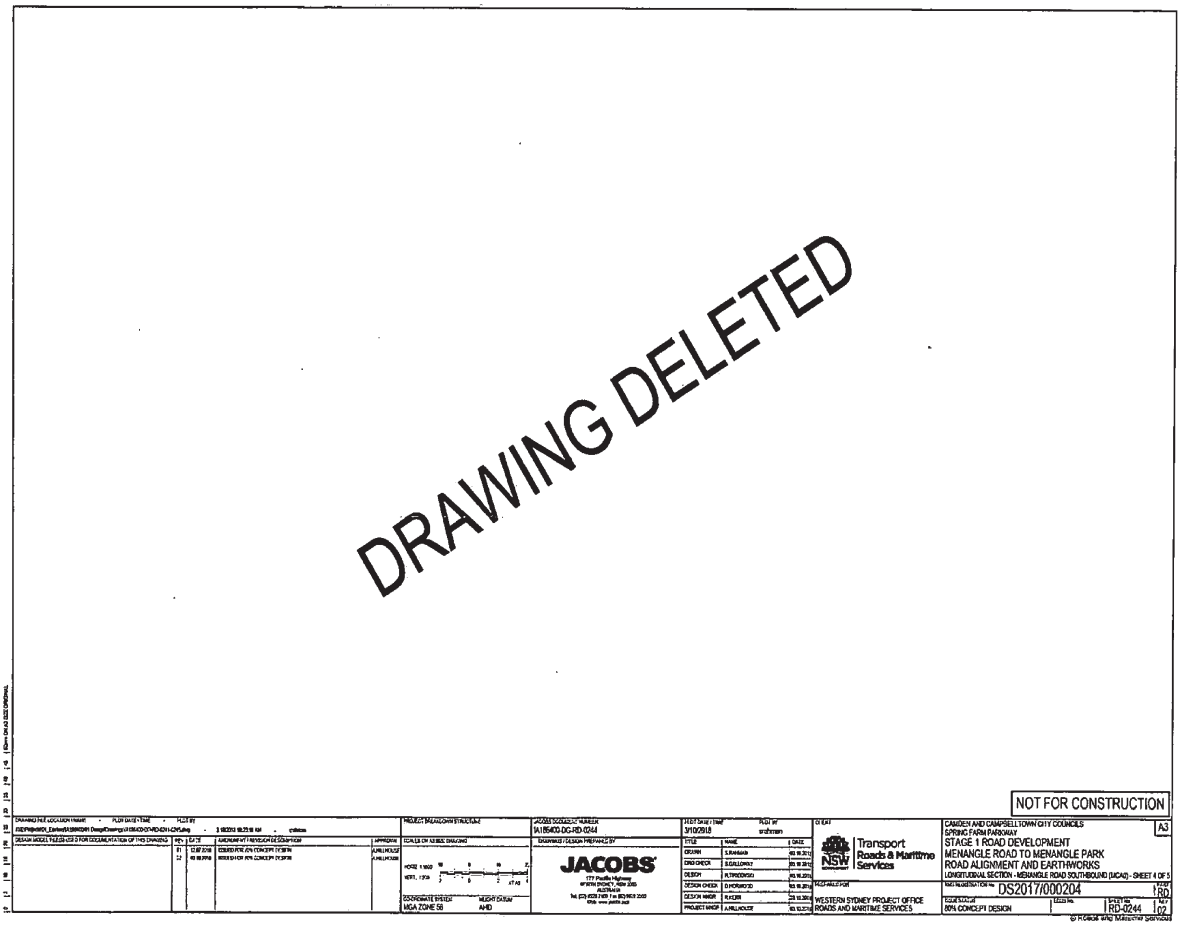
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PLOT DATE / TIME	3/12/2018
PLOT BY	sruthiram
CLIENT	Transport Roads & Maritime Services
CAMDEN AND CAMPBELLTOWN CITY COUNCILS	SPRING FARM PARKWAY
	STAGE 1 ROAD DEVELOPMENT
	MENANGLE ROAD TO MENANGLE PARK
	ROAD ALIGNMENT AND EARTHWORKS
	LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MC40) - SHEET 5 OF 5
RMS REGISTRATION NO.	DS2017/000204
SIZE	A3
STATUS	80% CONCEPT DESIGN
DRAWING No.	RD-0245
SHEET No.	02
REV	RD

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Reg:R776267 /Doc:DL AP755471 /Rev:31-Dec-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:193 of 250
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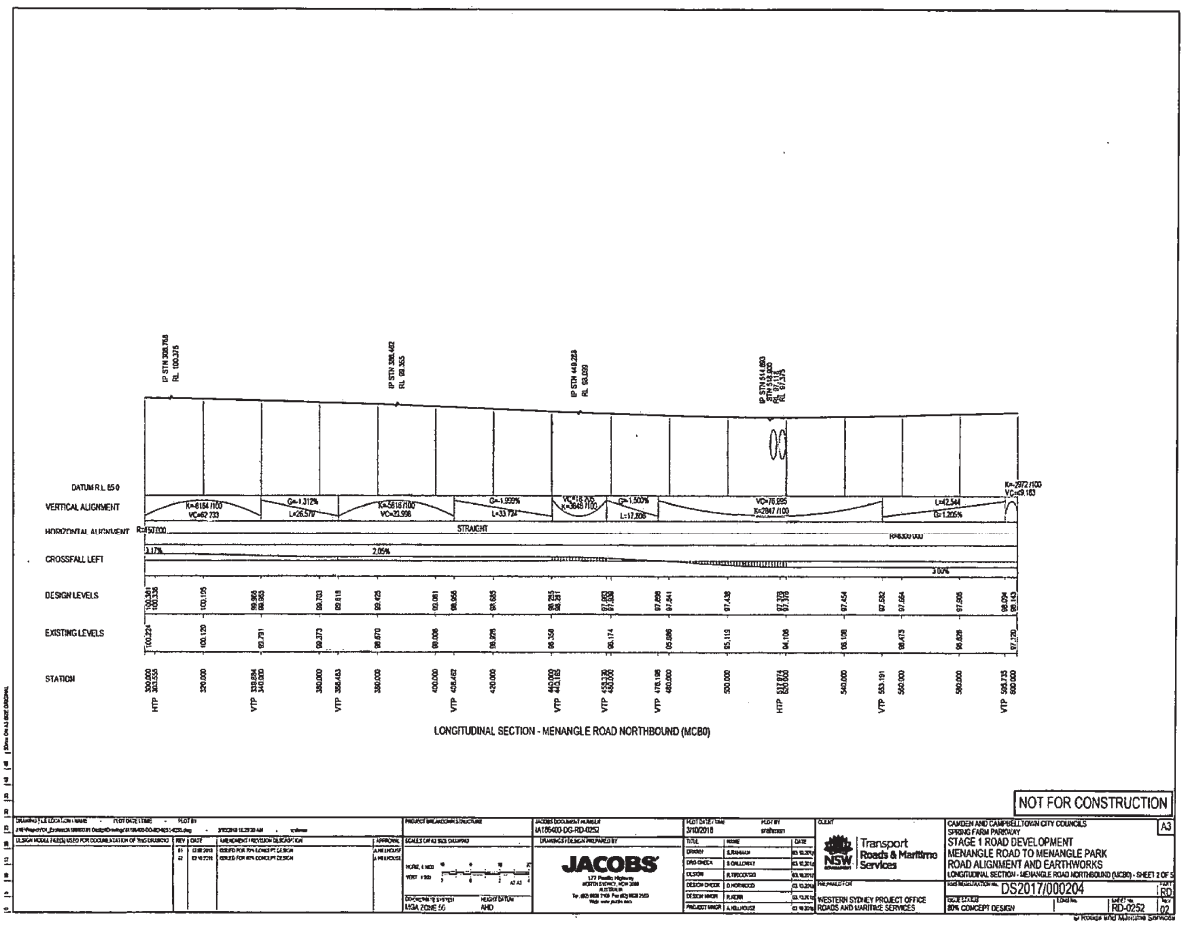
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NOT FOR CONSTRUCTION

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PLOT DATE / TIME	3/12/2018
PLOT BY	sruthiram
CLIENT	Transport Roads & Maritime Services
CAMDEN AND CAMPBELLTOWN CITY COUNCILS	SPRING FARM PARKWAY
	STAGE 1 ROAD DEVELOPMENT
	MENANGLE ROAD TO MENANGLE PARK
	ROAD ALIGNMENT AND EARTHWORKS
	LONGITUDINAL SECTION - MENANGLE ROAD SOUTHBOUND (MC40) - SHEET 4 OF 5
RMS REGISTRATION NO.	DS2017/000204
SIZE	A3
STATUS	80% CONCEPT DESIGN
DRAWING No.	RD-0244
SHEET No.	02
REV	RD

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Reg:R776267 /Doc:DL AP755471 /Rev:31-Dec-2019 /NSW.LRS /Prt:03-May-2021 11:33 /Seq:196 of 250
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LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MCB0)

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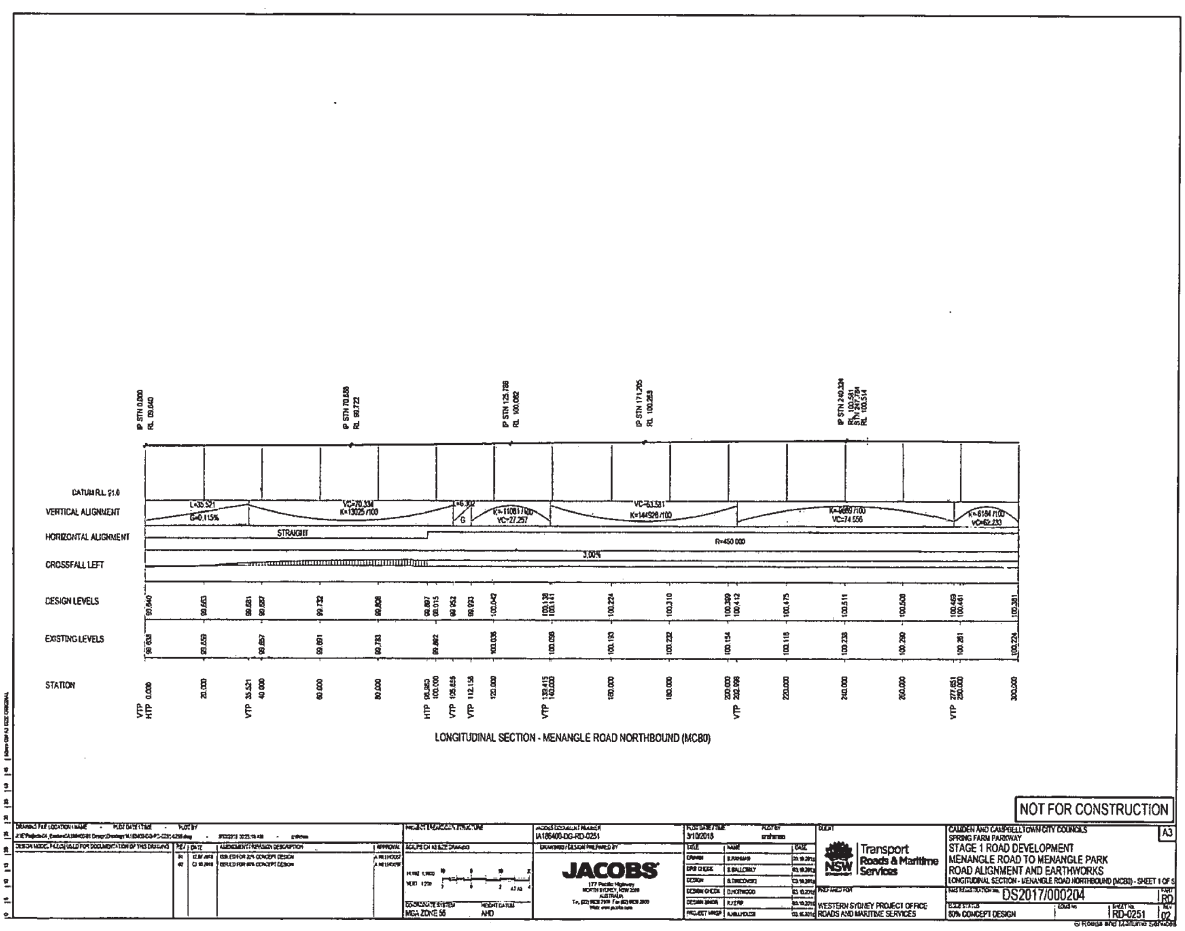
CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MCB0) - SHEET 2 OF 5

DS2017/000204

85% CONCEPT DESIGN

RD-0252

Reg:R776267 /Doc:DL AP755471 /Rev:31-Dec-2019 /NSW.LRS /Prt:03-May-2021 11:33 /Seq:195 of 250
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LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MCB0)

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CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MCB0) - SHEET 1 OF 5

DS2017/000204

85% CONCEPT DESIGN

RD-0251

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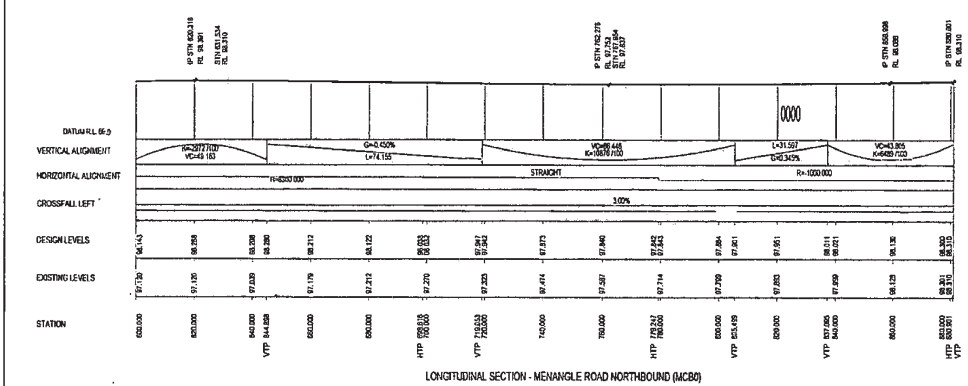
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PROJECT NUMBER	IA186400-DG-RD-0254
DRAWING NUMBER	
PLOT DATE / TIME	3/10/2018
PLOT BY	smithersm
CLIENT	Transport Roads & Maritime Services
PREPARED FOR	WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES
TITLE	CAMDEN AND CAMPBELLTOWN CITY COUNCILS SPRING FARM PARKWAY STAGE 1 ROAD DEVELOPMENT MENANGLE ROAD TO MENANGLE PARK ROAD ALIGNMENT AND EARTHWORKS LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MCB0) - SHEET 4 OF 5
MAS REGISTRATION No.	DS2017/000204
DESIGN STAGE	80% CONCEPT DESIGN
DRAWING No.	RD-0254
REV	02
SIZE	A3

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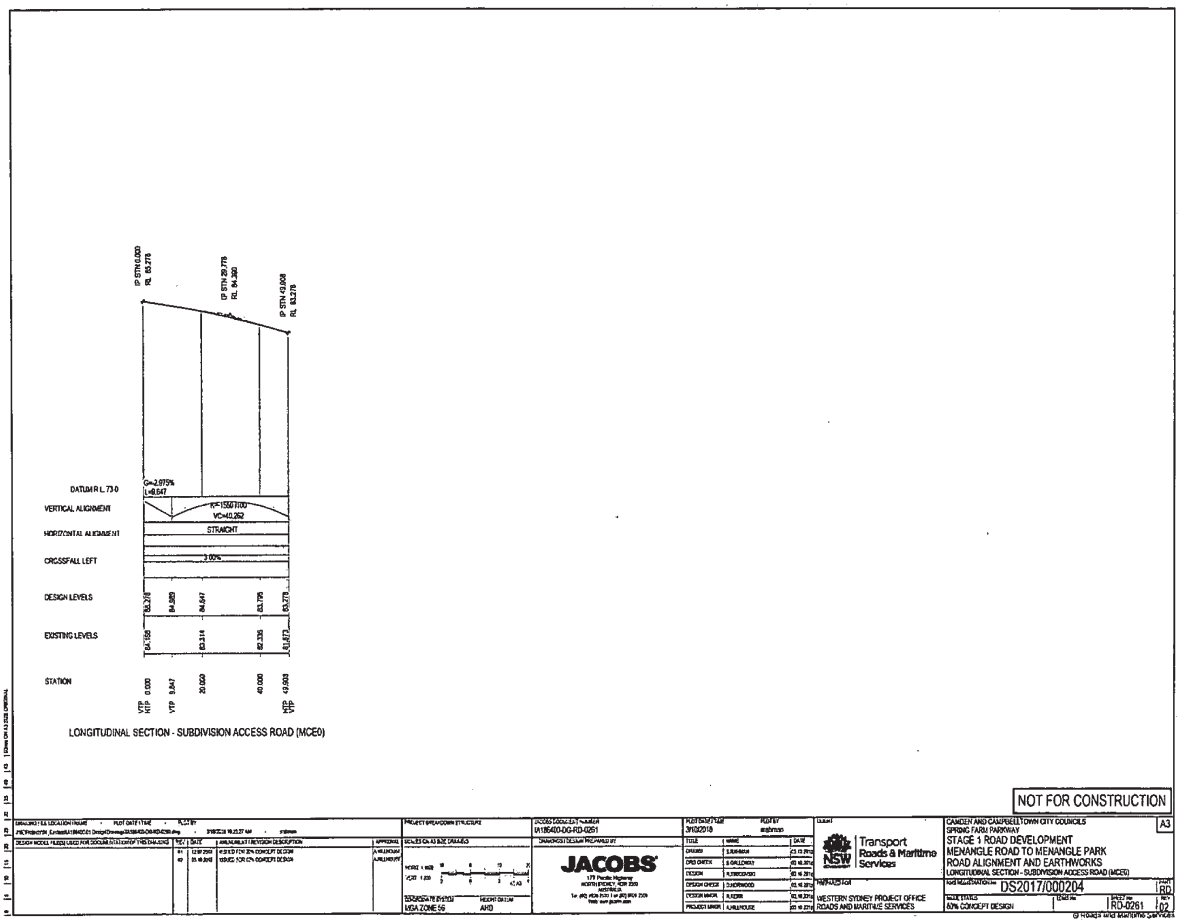
NOT FOR CONSTRUCTION

PROJECT NUMBER	IA186400-DG-RD-0253
DRAWING NUMBER	
PLOT DATE / TIME	3/10/2018
PLOT BY	smithersm
CLIENT	Transport Roads & Maritime Services
PREPARED FOR	WESTERN SYDNEY PROJECT OFFICE ROADS AND MARITIME SERVICES
TITLE	CAMDEN AND CAMPBELLTOWN CITY COUNCILS SPRING FARM PARKWAY STAGE 1 ROAD DEVELOPMENT MENANGLE ROAD TO MENANGLE PARK ROAD ALIGNMENT AND EARTHWORKS LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MCB0) - SHEET 3 OF 5
MAS REGISTRATION No.	DS2017/000204
DESIGN STAGE	80% CONCEPT DESIGN
DRAWING No.	RD-0253
REV	02
SIZE	A3

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LONGITUDINAL SECTION - SUBDIVISION ACCESS ROAD (MCE0)

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DRAWING FILE LOCATION / NAME: J:\SE\Projects\N_Eastern\SW\RCM\...\Design\Drawings\SR-RDA\SR-RDA-MCE0-CS00.dwg	PLOT DATE / TIME: 31/12/2019 10:23:29 AM	PLOT BY: srahman		
DESIGN MODEL / FILES USED FOR DRAWING: SR-RDA-MCE0	THIS DRAWING	NO.	DATE	AMENDMENT / REVISION DESCRIPTION
		01	12/12/2019	ISSUED FOR 20% CONCEPT DESIGN
		02	03/04/2020	ISSUED FOR 60% CONCEPT DESIGN

PROJECT BREAKDOWN STRUCTURE: WESTERN SYDNEY PROJECT OFFICE

SCALES ON A1 SIZE DRAWINGS: HORIZ 1:1000 (0 10 20 30 40 50 m); VERT 1:200 (0 2 4 6 8 10 m)

COORDINATE SYSTEM: MGA ZONE 56 | HEIGHT DATUM: AHD

JACOBS DOCUMENT NUMBER: IA195400-DG-RD-0255

DRAWING SET CLOSURE RECOMMENDED BY:

JACOBS
177 Pacific Highway
NORTH SYDNEY, NSW 2060
AUSTRALIA
Tel: (02) 9928 2100 Fax: (02) 9928 2500
Email: www.jacobs.com

PLOT DATE / TIME: 31/12/2019	PLOT BY: srahman	
TITLE	NAME	DATE
DRAWN	S.RAHMAN	23.10.2019
DRG CHK'D	S.GALLOWAY	30.10.2019
DESIGN	K.STROEVSKI	30.10.2019
DESIGN CHK'D	S.HOPWOOD	31.10.2019
DESIGN MGR	S.KEEN	31.10.2019
PROJECT MGR	A.WILLHOUSE	31.10.2019

CLIENT: Transport for NSW — Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
LONGITUDINAL SECTION - SUBDIVISION ACCESS ROAD (MCE0)

A3

ROAD NUMBER: DS2017/000204 | PART: RD

ISSUE STATUS: 60% CONCEPT DESIGN | LEAD No. | DRAFT No. | SHEET No.: RD-0261 | REV: 02

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Reg:R776267 /Doc:DL AP755471 /Rev:31-Dec-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:199 of 250
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DRAWING FILE LOCATION / NAME: J:\SE\Projects\N_Eastern\SW\RCM\...\Design\Drawings\SR-RDA\SR-RDA-MCE0-CS00.dwg	PLOT DATE / TIME: 31/12/2019 10:23:29 AM	PLOT BY: srahman		
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		02	03/04/2020	ISSUED FOR 60% CONCEPT DESIGN

PROJECT BREAKDOWN STRUCTURE: WESTERN SYDNEY PROJECT OFFICE

SCALES ON A1 SIZE DRAWINGS: HORIZ 1:1000 (0 10 20 30 40 50 m); VERT 1:200 (0 2 4 6 8 10 m)

COORDINATE SYSTEM: MGA ZONE 56 | HEIGHT DATUM: AHD

JACOBS DOCUMENT NUMBER: IA195400-DG-RD-0255

DRAWING SET CLOSURE RECOMMENDED BY:

JACOBS
177 Pacific Highway
NORTH SYDNEY, NSW 2060
AUSTRALIA
Tel: (02) 9928 2100 Fax: (02) 9928 2500
Email: www.jacobs.com

PLOT DATE / TIME: 31/12/2019	PLOT BY: srahman	
TITLE	NAME	DATE
DRAWN	S.RAHMAN	23.10.2019
DRG CHK'D	S.GALLOWAY	30.10.2019
DESIGN	K.STROEVSKI	30.10.2019
DESIGN CHK'D	S.HOPWOOD	31.10.2019
DESIGN MGR	S.KEEN	31.10.2019
PROJECT MGR	A.WILLHOUSE	31.10.2019

CLIENT: Transport for NSW — Transport Roads & Maritime Services

PREPARED FOR: WESTERN SYDNEY PROJECT OFFICE, ROADS AND MARITIME SERVICES

CAMDEN AND CAMPBELLTOWN CITY COUNCILS
SPRING FARM PARKWAY
STAGE 1 ROAD DEVELOPMENT
MENANGLE ROAD TO MENANGLE PARK
ROAD ALIGNMENT AND EARTHWORKS
LONGITUDINAL SECTION - MENANGLE ROAD NORTHBOUND (MCB9) - SHEET 5 OF 5

A3

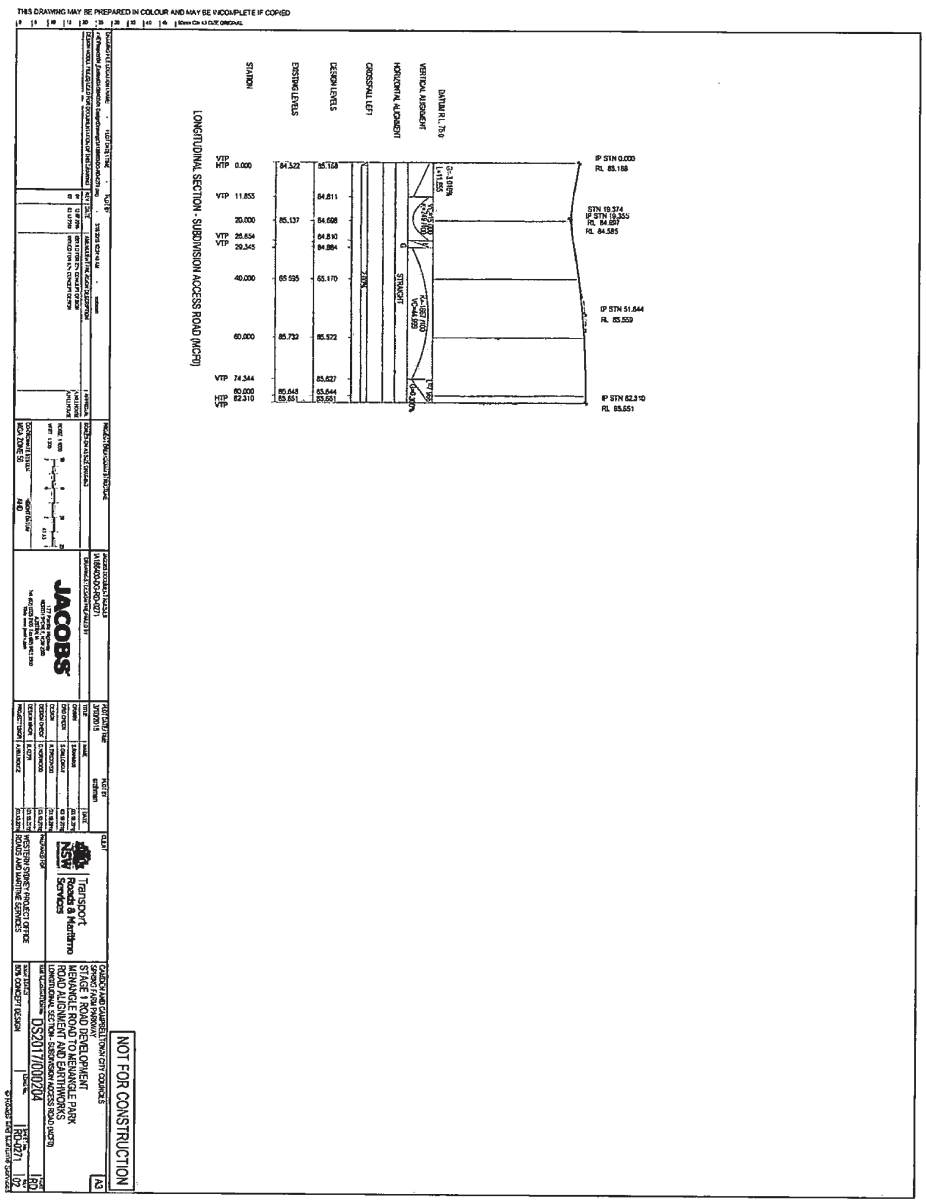
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ISSUE STATUS: 60% CONCEPT DESIGN | LEAD No. | DRAFT No. | SHEET No.: RD-0255 | REV: 02

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Annexure B

Milestones and Contributions

See attached.

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

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

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Annexure C

Property A Land, Property B Land and Dahua Land

1 Property A Land

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

2 Property B Land

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

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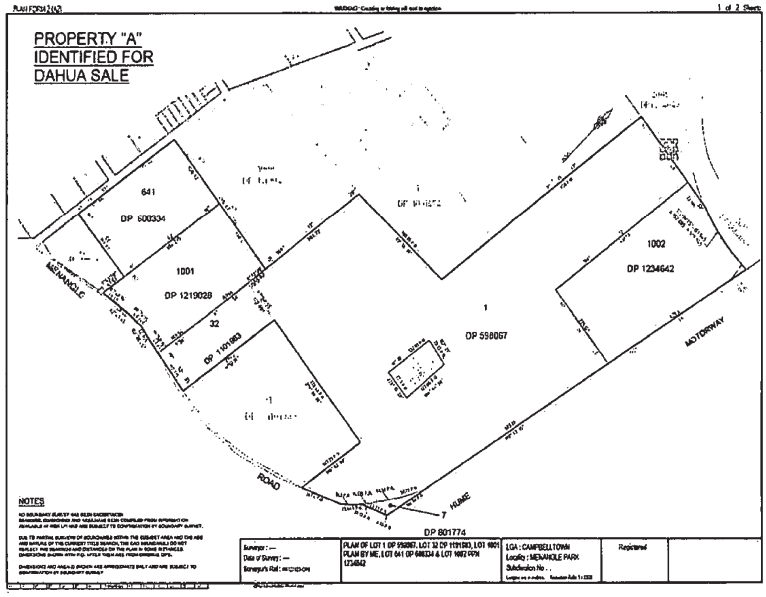
n. Lot 2008 DP1234643
o. Lot 2009 DP1234643
p. Lot 2010 DP1234643

3 Dahua Land

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

Req:R776267 /Doc:DL AP755471 /Rev:31-Dec-2019 /NSW LRS /Prgs:NIL /Pct:03-May-2021 11:33 /Seq:207 of 250
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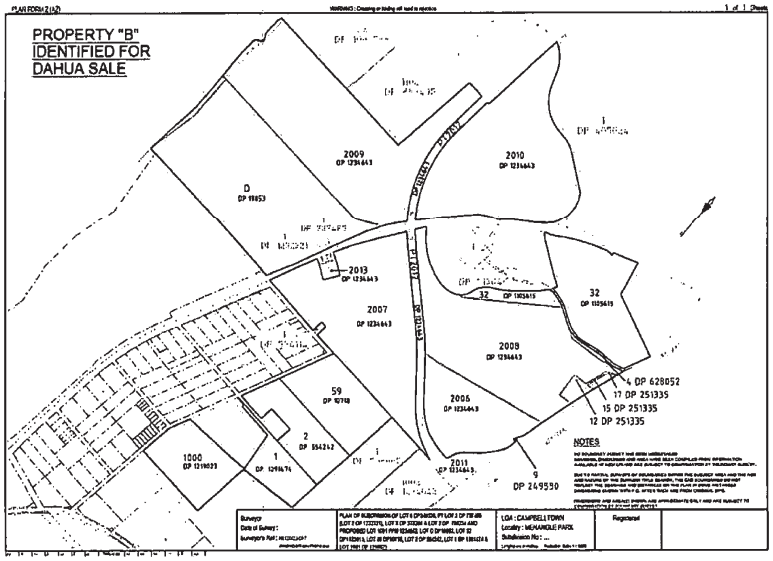
207 of 249



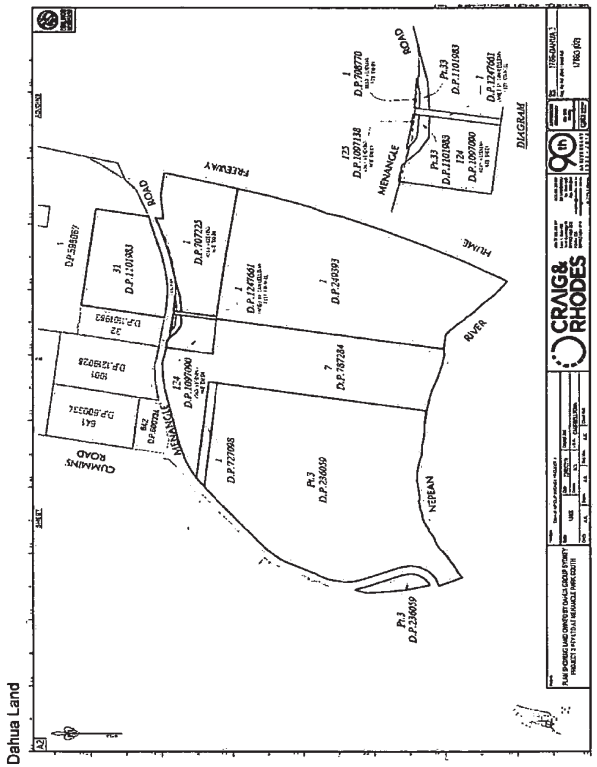
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Corrs Chambers Westgarth

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Req:R776267 /Doc:DL AP755471 /Rev:31-Dec-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 11:33 /Seq:209 of 250
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Annexure E

Lease Land

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

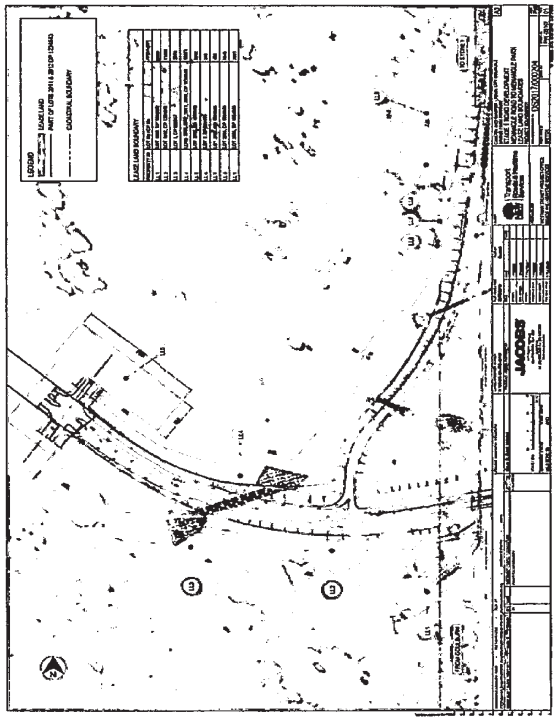
1 Title reference

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

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2 Plan of Lease Land



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Annexure F

Spring Farm SRG Terms of Reference

1 Background

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

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

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

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

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

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2 Role and Purpose

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

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

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

Key aspects will include:

(a) ensuring the SRG is fully informed of progress of the Required Works during the term of development and delivery, including the design options and estimates to be included in the project business case;

(b) ensuring the SRG is fully informed of changes to key program milestones/specifications and/or funding issues and contribute to problem solving;

(c) discussing major issues and risks with the potential to impact the cost and delivery of the Required Works;

(d) facilitating an understanding at the SRG of the project management and INSW Gateway framework that is used by RMS to manage the project, control costs and provide value for money;

(e) facilitating understanding and co-operative problem solving; and

(f) reporting and making recommendations to the Department/RMS/TfNSW HAF PCG regarding program, specifications and/or funding to support Stage 1 of the Spring Farm Parkway.

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3 Term

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

4 Membership

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

(a) RMS

(b) Landcom

(c) The Dahua Group

(d) The Department

Others to be invited as needed, include:

(a) Council

(b) Transport for NSW

(c) Greater Sydney Commission

(d) others as agreed.

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

5 Meetings

(a) All meetings will be chaired by RMS.

(b) The meetings will include discussion on:

(i) progress in design and construction of the Required Works (as appropriate);

(ii) progress against the Indicative Program, including having regard to the Target End Date for the opening of the Carriageway to traffic and completion of as much of other the Required Works as possible;

(iii) any proposed variations to the scope of the Required Works;

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(iv) progress against the budget for the Required Works; and

(iii) to the extent reasonable practicable, utilisation of Contaminated materials (including soils and building and demolition waste) on the Dedicated Land for the Required Works and mechanisms to avoid the disposal of waste offsite.

(c) Without limiting the other issues which they may raise at the meetings, the Developers may raise material issues arising from their review of information relating to the Cost of the Required Works.

(d) Except as set out below, all decisions are to be made by consensus (i.e. members are satisfied with the decision even though it may not be their first choice).

(e) If:

(i) a materal issue arises during the design phase of the Project;

(ii) consensus cannot be reached at a meeting on that issue; and

(iii) RMS, acting reasonably, determines that the resolution of that issue will not interfere with, or cause delays to, the Indicative Program,

then the disputing attendees will be given an opportunity to escalate that issue to their respective senior executives, who will promptly meet and endeavour to negotiate in good faith to resolve the issue in dispute.

(f) If:

(i) a materal issue arises at any other time during the Project; and

(ii) consensus cannot be reached at a meeting on that issue; and

the process for the escalation of issues to senior executives set out in (e) of this **Annexure F** may occur concurrently with RMS continuing to progress the Project in accordance with the Indicative Program.

(g) The parties agree that the key objective of the SRG is:

(i) to facilitate the opening of the Carriageway to traffic and completion of as much of other the Required Works as possible by the Target End Date and within the budget of the Funding Amount plus the HAF Funding; and

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(ii) if, that objective is not achievable, to achieve delivery of the Carriageway by the Target End Date and within the budget of the Funding Amount plus the HAF Funding.

(h) RMS will:

(i) prepare the agendas and any supporting documents, including regular headline funding reports showing how the Funding Amount and the HAF Funding were expended during the last reporting period, projected expenditure and the balance of funding available for the Required Works;

(ii) if requested by a Developer provide:

(A) an itemised breakdown and details of the costs towards which the Funding Amount and the HAF Funding have been or is proposed to be applied;

(B) copies of any contractor invoices and documentary evidence that RMS can provide as determined by it acting reasonably, to verify the Cost of the Required Works;

(iii) prepare and coordinate meeting notes and information;

(iv) consult with and agree action items and next steps in relation to the delivery of the works with the Dahua Group and Landcom, in particular, in relation to any variations to the proposed scope of the Required Works; and

(v) prepare meeting minutes to be circulated to all parties in attendance.

(i) Meeting minutes will capture actions and assigned parties responsible for said actions, and these will be raised at subsequent sessions for redress.

(j) Meetings will be held at least bi-monthly until the Final Business Case. After this, the frequency can be altered by agreement of all parties.

(k) If sub-groups or specific meeting are required, these can be arranged outside of these times at a time convenient to sub-group members.

(l) If site inspections are required and agreed to by RMS, these can be arranged at a time convenient to the members in accordance with the construction contractor's induction/other requirements.

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6 Relationship to Existing Groups

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

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

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

7 Exclusions

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

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

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

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

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

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

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

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Annexure G

Lease

1 Lease Terms

ROADS AND MARITIME SERVICES

AGREEMENT FOR LEASE OF LAND TO ROADS AND MARITIME SERVICES

AGREEMENT made the .... of ..... 201....

BETWEEN:

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

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

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

[as applicable]

(Land Owner)

and

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

2 Definitions

In this lease these terms have the following meanings:

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

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

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

(d) **Environmental Law** means any law relating to the environment

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

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

(g) **Law** means:

(i) any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local;

(ii) the common law;

(iii) any Approval (including any condition or requirement under an Approval); and

(iv) any standards, criteria and guidelines made or approved by the NSW Environment Protection Authority in relation to Contamination or the Remediation of Contamination

(h) **Lease Land** means the land comprising all or part of folio identifiers [insert title reference] as depicted on in the plan in the Schedule. [Dahua note: Please put this definition in alphabetical order. Dahua has left it in its current location to show the mark-up on the definition wording.]

(i) **Make Good Works** means:

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(i) restore the Lease Land and any land accessed by RMS or its Personnel as nearly as practicable to its condition prior to the Required Works or access, excluding any changes to the condition of the Lease Land authorised as part of the Required Works, unless otherwise agreed with the Land Owner; and

(ii) Remediate any Contamination:

(A) that is caused by RMS or its Personnel; or

(B) that existed prior to the commencement of the Required Works and is disturbed by or exacerbated (but only to the extent the Contamination was disturbed or exacerbated by the Required Works,

other than any Contamination which:

(C) is permitted to remain under this Deed or pursuant to any Approval obtained in respect of the Required Works; or

(D) is permitted to remain as otherwise agreed with the Land Owner.

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

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

(l) **Required Works** has the same meaning as in the TIC Deed.

(m) **TIC Deed** means the Menangle Park – Spring Farm Parkway Transport Infrastructure Contributions Deed between RMS, the Land Owner and [the Dahua Group/Landcom] dated [insert].

3 Grant of lease

3.1 The Land Owner leases the Lease Land to RMS for a term of 3 years from the date the TIC Deed is executed, and thereafter, month to month, for the purposes of undertaking the Required Works, on the terms in this document.

3.2 RMS must pay a one-off rental fee of $1.00, on demand if requested by the Land Owner, by way of consideration for the grant of this lease.

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4 Requirements of access

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

(a) comply with all relevant Laws and Approvals;

(b) obtain and maintain appropriate levels of insurance;

(c) cause as little disturbance or inconvenience to any other occupiers and users of the Lease Land as is reasonably possible;

(d) take all reasonable steps to prevent damage to any property or harm or nuisance to any persons in or near the Lease Land;

(e) not cause any damage or loss to the Lease Land other than to the extent necessary for the carrying out of the road works; and

(f) subject to **clause 6(c)**, comply with all reasonable site access requirements (including workplace health and safety requirements) required by the Land Owner, or their Personnel.

5 Variation to Lease Land

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

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

(a) the parties are to negotiate in good faith to agree the new boundaries of the Lease Land;

(b) if the parties reach an agreement on the new boundaries of the Lease Land:

(i) the additional land is deemed to form part of the Lease Land for the purposes of this **clause 5**; and

(ii) RMS must prepare and provide to the Land Owner a plan showing the new boundaries of the Lease Land; and

(iii) the plan in the Schedule of this Lease is deemed to be replaced by that plan provided under **clause 5.2(b)(ii)** and the Lease under **clause 3** applies to the Lease Land as depicted in the new plan; and

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

6 Access for Landcom and Dahua

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

(a) the Land Owner must notify RMS at least 2 weeks prior to accessing any part of the Lease Land of that part of the Lease Land required for their proposed works, and the nature and timing of those works;

(b) the parties agree to use best endeavours to negotiate and coordinate their respective activities (and RMS will procure the coordination of its head contractor's activities) so as to minimise disruption to the Required Works and the works proposed by the Land Owner; and

(c) once RMS' head contractor has taken possession of the Lease Land, when accessing the Lease Land, the Land Owner must comply with all reasonable site access requirements (including workplace health and safety requirements) as required by RMS' head contractor.

7 Release

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

(a) to the extent caused or contributed to by a negligent or wrongful act, omission or default of the Land Owner; and

(b) as a result of any breach of this Lease by the Land Owner.

8 Work, Health and Safety

8.1 In this **clause 8**:

(a) **WH&S Act** means the *Work Health and Safety Act 2011* (NSW).

(b) **WH&S Legislation** means the WH&S Act and the WH&S Regulation.

(c) **WH&S Regulation** means the *Work Health and Safety Regulation 2011* (NSW).

(d) "Workplace", "construction project", "construction work", "person conducting a business or undertaking" (**PCBU**) and "principal contractor"

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

8.2 The Land Owner authorises RMS to exercise such authority and management and control of the workplace in connection with the road works as is necessary to enable RMS to discharge the responsibilities imposed on a principal contractor under the WHS Legislation.

8.3 Without limiting any other provision of this Lease, RMS acknowledges and agrees that:

(a) it is the PCBU that commissions the construction work in connection with the road works for the purposes of the WHS Legislation;

(b) it has management and control of the workplace in connection with the road works for the purposes of the WHS Legislation;

(c) it is the principal contractor in connection with the road works unless RMS engages another PCBU as the principal contractor for the road works; and

(d) it has sufficient authority and management and control of the workplace in connection with the Required Works to comply with its obligations as principal contractor, or to enable another PCBU it engages as principal contractor to comply with its respective obligations under the WHS Legislation.

8.4 Without limiting RMS' obligations under any other provision of this Lease, RMS:

(a) must at all relevant times exercise and fulfil its functions and obligations in relation to work, health and safety under the WHS Legislation and this Lease in connection with the Required Works, including as principal contractor;

(b) if RMS engages another PCBU as principal contractor, must:

(i) require the principal contractor to comply with the obligations imposed on RMS in relation to work, health and safety under this Lease; and

(ii) ensure that the principal contractor fulfils its functions and obligations in relation to work, health and safety under the WHS Legislation and this Lease;

(c) must not:

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(i) carry out; or

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

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

(d) to the extent not prohibited by Law, must indemnify the Land Owner against any damage, cost, expense, loss or liability suffered or incurred by the Land Owner arising out of or in connection with:

(i) any failure of a PCBU engaged by RMS to exercise or fulfil the functions and obligations of the principal contractor under the WHS Legislation or under this Deed or to otherwise comply with this **clause 8**; and

(ii) any work health and safety claims in connection with the Required Works or RMS' workplace except to the extent that they are directly caused by a wrongful, negligent or unlawful act or default of the Land Owner.

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

(a) comply, and must ensure that its subcontractors comply, with the WHS Legislation (including the obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter);

(b) if requested by the Land Owner or required by WHS Legislation, demonstrate compliance with the WHS Legislation, including providing evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety matters;

(c) notify the Land Owner immediately (and in any event within 12 hours of such matter arising) of all work health, safety and rehabilitation matters arising out of, or in any way in connection with, the Required Works;

(d) carry out the Required Works safely so as to protect persons and property and the environment;

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(e) insofar as the Principal Contractor, in carrying out the Required Works is under any duty imposed by the WHS Legislation, do everything necessary to comply with any such duty; and

(f) ensure that it does not do anything or fail to do anything that would cause the Land Owner to be in breach of the WHS Legislation.

9 Make Good

9.1 If requested by the Land Owner by notice in writing to RMS, RMS must, within 60 days after the termination of this Lease, carry out and complete the Make Good Works.

9.2 RMS must obtain at its own cost and risk all relevant and necessary Approvals for all parts of the Make Good Works before commencing the Make Good Works.

9.3 RMS may not seek any modifications to any Approvals relating to the Make Good Works without the prior written endorsement of the Land Owner, which must not be unreasonably withheld.

9.4 RMS must ensure the Make Good Works:

(a) comply with all Approvals;

(b) are carried out in a proper and workmanlike manner;

(c) do not cause any loss, injury, death or damage to Land Owner or to any person or entity; and

(d) comply with all Laws and requirements.

9.5 RMS must notify the Land Owner in writing once the Make Good Works are complete.

9.6 If RMS does not complete the Make Good Works by the date stipulated in the notice served under **clause 9.1**:

(a) the Land Owner may serve notice on RMS providing a further period of 30 days to complete the Make Good Works; and

(b) if RMS fails to complete the Make Good Works after service of notice, the Land Owner may undertake the works necessary to complete Make Good Works and RMS is responsible for the costs incurred by the Land Owner in carrying out the Make Good Works. RMS must reimburse the Land Owner within 15 days after receipt of a tax invoice issued by the Land Owner or the Land Owner's contractor.

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10 Contamination

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

(a) releases the Land Owner from any claim or liability arising from Contamination that is caused by RMS or its contractors on the Lease Land or that existed prior to the commencement of the Required Works, to the extent that the pre-existing Contamination is disturbed or exacerbated by the Required Works; and

(b) must comply with all Environmental Laws and Environmental Notices in relation to the Required Works, to the extent they relate to Contamination referred to in **clause 10(a)**.

11 Assignment

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

12 Termination

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

(a) the Required Works have been completed; or

(b) the TIC Deed has been duly terminated.

THE SCHEDULE HEREINBEFORE REFERRED TO:

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

[Insert plan of Lease Land]

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

.....	.....
Witness	Officer
.....	.....
Name of Witness (print)	Name of Officer (print)

Executed by *[Land Owner]*)

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

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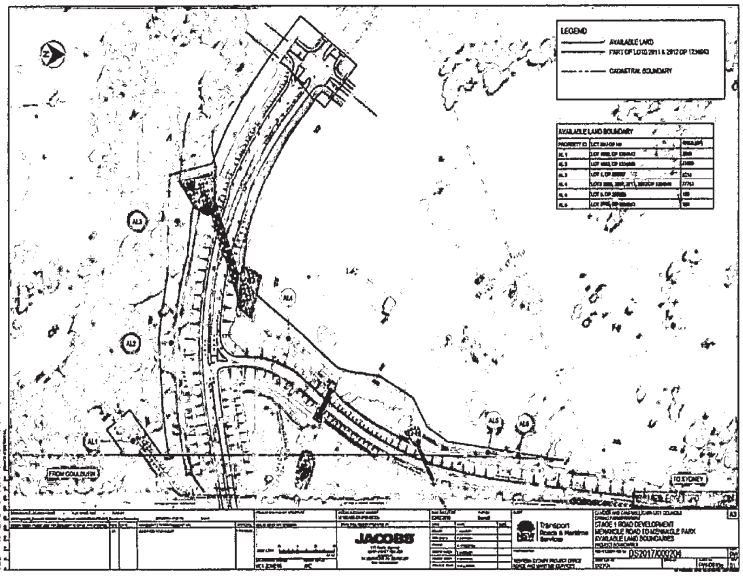
Annexure H

See attached.

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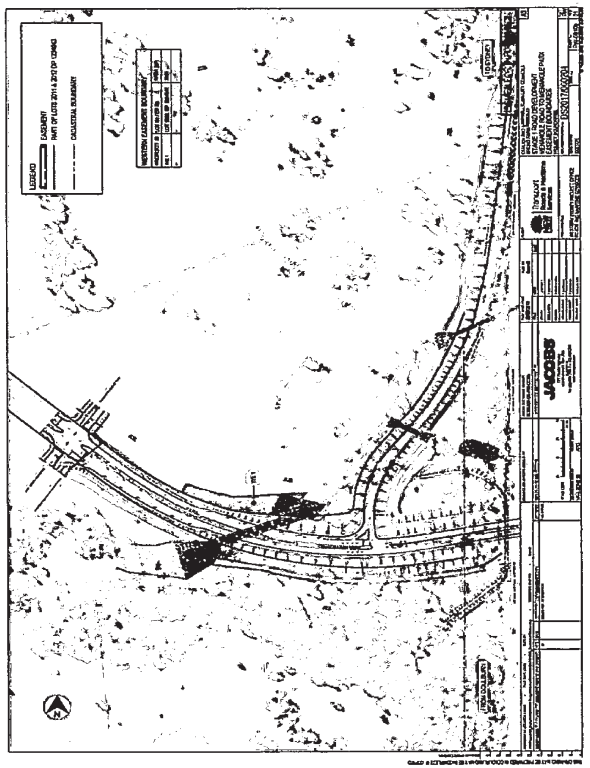
1 Plan of Available Land



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2 Plan of Easement Area



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Annexure I

Terms of Works Easement

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

1. DEFINITIONS

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

(a) **Approval** means a consent, approval, authorisation, determination, licence, registration, order, permission or concurrence required by any Law required for the commencement, execution, carrying out and completion of any works or activities on land.

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

(c) **Drainage Infrastructure** means any line of pipes, swales, drainage culvert or other structure or infrastructure constructed for the purpose of draining water (whether rain, storm, spring, soakage or seepage water).

(d) **Easement Site** means that part of the land shown on the Plan as burdened by the easement.

(e) **Law** means:

(i) any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local; and

(ii) the common law.

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(f) **Plan** means DP [insert]. ***[Drafting Note: Plan of the easement site will be prepared at the time the easement is being registered]***

(g) **Remediate** has the same meaning as in the *Contaminated Land Management Act 1997* (NSW).

(h) **RMS** means Roads and Maritime Services (ABN 76 236 371 088) a NSW Government agency and corporation incorporated under section 46 of the *Transport Administration Act 1988* (NSW).

(i) **RMS Works** means the works to be carried out by or on behalf of RMS in respect of the Spring Farm Parkway Roadway.

(j) **Spring Farm Parkway Roadway** means the proposed east-west road that would link Camden Bypass at Spring Farm to Menangle Road at Menangle Park, including connections to the M31 Hume Highway.

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

2.1 The owner of the land benefited may, or (if the owner of the land benefited is not RMS) must permit RMS to:

(a) construct and maintain on the land burdened, but only within the Easement Site, whatever batter or embankment is reasonably necessary to support the surface or subsurface of the land benefited or any part of it, or any structure or works on the land benefited, in so far as that surface, subsurface, structure or those works are required to support the Spring Farm Parkway Roadway; and

(b) use any Drainage Infrastructure already located in, on or under the Easement Site (including any replacement Drainage Infrastructure) and, where no such Drainage Infrastructure exists, to construct, maintain and use Drainage Infrastructure on or under the Easement Site, for the purposes of draining any batter or embankment located on the land burdened to support the Spring Farm Parkway Roadway or capturing and diverting overland flows which otherwise would flow onto the RMS Works; ***[Drafting note: Delete whichever of the yellow highlighted words do not apply for any particular easement.]***

(c) inspect, clean, repair, maintain, renew, replace or remove Drainage Infrastructure identified in **clause 2.1(b)**;

(d) do anything reasonably necessary for purposes identified in **clause 2.1(a), (b) or (c)**, including:

(i) entering the land burdened;

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(ii) taking anything on to the land burdened; and

(iii) carrying out work.

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

(a) construct all such works in accordance with all RMS standards which are relevant to such works; and

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

3. WORKS BY THE OWNER OF THE LAND BURDENED

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

(a) so that the ground levels on the land burdened align substantially with the finished levels of the Spring Farm Parkway Roadway; and

(b) to install drainage infrastructure.

3.2 The owner of the land burdened must not:

(a) interfere with the batter or embankment, other than in the course of civil works, filling, earthworks and related activities on the land burdened contemplated by **clause 3.1** which are carried out in accordance with an Approval;

(b) undermine the support which the batter or embankment offers;

(c) cause or allow to be caused any damage to any Drainage Infrastructure or interfere with the free flow of water through any Drainage Infrastructure, other than in the course of civil works, filling, earthworks and related activities on the land burdened contemplated by **clause 3.1** which are carried out in accordance with an Approval; or

(d) use the Easement Site, or any other part of the land burdened, or any other land, in a way which may:

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(i) adversely affect the stability of or the support provided by the batter or embankment; or

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

except in accordance with the terms of this easement.

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

(a) damages the batter or embankment;

(b) impairs the effectiveness of the batter or embankment; or

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

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

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

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to the owner and any occupier of the land burdened;

(c) cause as little damage as is practicable to the land burdened and any improvement on it;

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(d) restore the land burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage; and

(f) Remediate any Contamination which is caused, disturbed or exacerbated by it or its personnel.

4. TERMINATION OF THIS EASEMENT

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

4.2 Upon the termination of this easement:

(a) the owner of the land benefited must promptly:

(i) restore the land burdened as nearly as practicable to its condition prior to the grant of the easement, unless otherwise agreed with the owner of the land burdened; and

(ii) Remediate any Contamination which is caused, disturbed or exacerbated by it or its personnel; and

(b) the owner of the land burdened and the owner of the land benefited must promptly do all things necessary (including making application to NSW Land Registry Services) to remove the record of this easement from the title of the land burdened and the land benefited.

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Annexure J

Catchment Plan

See attached.

Corrs Chambers Westgarth

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Annexure B

Novation Deed

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Minister for Planning and Public Spaces

Dahua Group Sydney Project 3 Pty Ltd

[New Developer]

Novation Deed for Voluntary Planning Agreement

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Date

Parties

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

and

Dahua Group Sydney Project 3 Pty Ltd ACN 606 391 922 of Suite 02, Level 20, 201 Elizabeth Street, Sydney NSW 2000 (**Original Developer**)

and

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

Background

A The Minister and the Original Developer are parties to the Original Agreement.

B The Original Agreement relates to the whole of the Land.

C The Original Developer proposes to transfer the whole of its interests the Land to the New Developer and wishes to novate all of its rights and obligations under the Original Agreement to the New Developer.

D [Insert any other appropriate recitals]

Agreed terms

1 Definitions

In this deed these terms have the following meanings:

Effective Date	[X]
Land	Has the meaning given to that term in the Original Agreement.
Original Agreement	The voluntary planning agreement dated [X] and made between the Minister and the Original Developer.

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2 Novation

2.1 Original Agreement

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

(a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;

(b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer; and

(c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement, except in respect of any obligation, liability or claim that arose prior to the Effective Date.

2.2 Reference in Original Agreement

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

2.3 Address for notices

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

New Developer:

Address:	[X]
Fax:	[X]
Contact Person:	[X]
Email:	[X]

3 Affirmation of the Original Agreement

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

4 Indemnities

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

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5 Warranties and representations

5.1 Warranties

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

(a) it has capacity unconditionally to execute, deliver and comply with its obligations under this deed;

(b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this deed;

(c) this deed is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and

(d) its unconditional execution and delivery of, and compliance with its obligations under, this deed do not contravene:

(i) any law or directive from a government entity;

(ii) its constituent documents;

(iii) any agreement or instrument to which it is a party; or

(iv) any obligation of it to any other person.

5.2 Survival of warranties

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

6 GST

6.1 Construction

In this **clause 6**:

(a) unless there is a contrary indication, words and expressions which are not defined in this deed but which have a defined meaning in the GST Law have the same meaning as in the GST Law;

(b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and

(c) references to GST payable and input tax credit entitlements include:

(i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and

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

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6.2 Consideration GST exclusive

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

6.3 Payment of GST

If GST is payable on any supply made by:

(a) a party; or

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

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

6.4 Timing of GST payment

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

6.5 Tax invoice

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

6.6 Adjustment event

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

6.7 Reimbursements

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

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

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6.8 Calculations based on other amounts

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

(a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and

(b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

6.9 No merger

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

7 Stamp duty and costs

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

8 Further acts

(a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.

(b) This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

9 Amendment

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

10 Governing law and jurisdiction

(a) This deed and the transactions contemplated by this deed are governed by and are to be construed in accordance with the laws applicable in New South Wales.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

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11 Counterparts

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

12 General

12.1 Construction

Unless expressed to the contrary, in this deed:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) 'includes' means includes without limitation;

(e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;

(f) a reference to:

(i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

(ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

(iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

(iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation.

12.2 Headings

Headings do not affect the interpretation of this deed.

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Execution

Executed as a deed.

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

.....	.....
Signature of Witness	Signature of Minister
.....	.....
Name of Witness (print)	Name of Minister

Executed by **Dahua Group Sydney Project 3 Pty Ltd** ACN 606 391 922 in accordance with s127(1) of the *Corporations Act 2001* (Cth):)

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

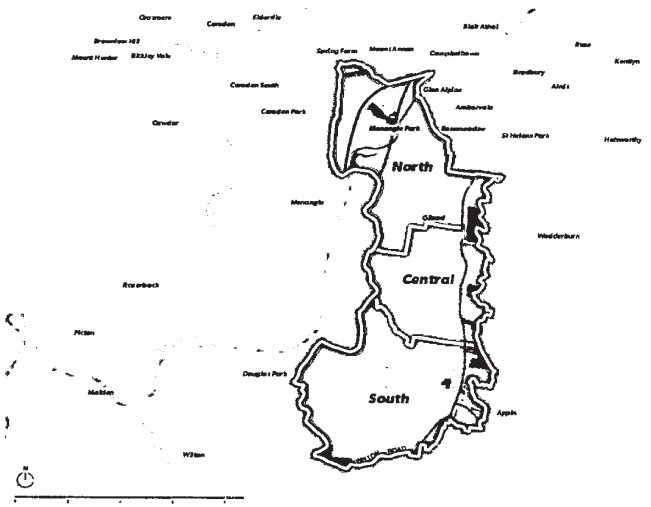
Executed by **[New Developer]** ACN [X] in accordance with s127(1) of the *Corporations Act 2001* (Cth):)

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

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Annexure C

Greater Macarthur Growth Area



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FILM WITH AK 755471

CAMPBELLTOWN CITY COUNCIL

Registrar General
Land Registry Services NSW
Queens Square
1 Prince Albert Road
SYDNEY NSW 2000

19 December 2019

Caveator consent to registration of Request to record Planning Agreement

Caveat: **AK846742**
Caveator: **Campbelltown City Council**

I refer to the above matter and hereby, for and on behalf of the Caveator, consent to the registration of the Request to record the Planning Agreement entered into between the Minister for Planning and Public Spaces and Dahua Group Sydney Project 3 Pty Ltd dated 3 December 2019 on folio identifiers 3/236059, 124/1097090, 7/787284, 1/727098, 1/708770, 1/707225, 1/249393, 33/1101983, 31/1101983, 125/1097138 and any other land subsequently affected by caveat registered AK846742.

Signed for and on behalf of **Campbelltown City Council ABN 31 459 914 087** by its duly authorised delegate pursuant to s 377 of the Local Government Act 1993 in the presence of:

Signature of witness

Signature of delegate

Heather McSpadyen
Full name of witness

LINDY DEITZ
Full name of delegate

RELODGED
20 DEC 2019
TIME:

Campbelltown City Council
91 Queen Street, Campbelltown
PO Box 57 Campbelltown NSW 2560 DX5114

campbelltown.nsw.gov.au
Tel: 02 4645 4000
Email: council@campbelltown.nsw.gov.au

ABN: 31 459 914 087

10A

CAMPBELLTOWN CITY COUNCIL

Issue Date: 12 July 2024
Application Number: 202402825
Receipt Number: 6286389

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: 81037853:54555

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

Property Address: Lot 2989 Menangle Road
MENANGLE PARK NSW 2563

Property Description: Lot 2989 DP 1293392

As at the date of issue, the following matters apply to the land subject of this certificate:

INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 (the Act)

ITEM 1 – Names of relevant planning instruments and development control plans

Planning Instrument: Campbelltown LEP 2015

Effect: RE1 Public Recreation

(1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

Local environmental plan (LEP)

Campbelltown LEP 2015

For further information about the local environmental plan, contact Council's City Development team on (02) 4645 4608.

State environmental planning policies (SEPPs)

SEPP (Primary Production) 2021
SEPP (Resources and Energy) 2021
SEPP (Resilience and Hazards) 2021

SEPP (Industry and Employment) 2021
SEPP (Transport and Infrastructure) 2021
SEPP (Planning Systems) 2021
SEPP (Biodiversity and Conservation) 2021
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Housing) 2021
SEPP No.65 – Design Quality of Residential Apartment Development

For further information about these State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinately or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

Draft local environmental plans (LEPs)

None

For further information about these draft local environmental plans, contact Council's City Development team on (02) 4645 4608.

Draft State environmental planning policies (SEPPs)

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's City Development team on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

(a) The following zone(s) apply to the land subject of this certificate:

RE1 Public Recreation

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment's ePlanning Spatial Viewer, accessible via the NSW Planning Portal.

(b) The purposes for which the plan provides that development may be carried out without the need for development consent, may not be carried out except with development consent and is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the plan.

(c) Clause 2.5 and Schedule 1 of the planning instrument allows for additional permitted uses with development consent on particular land. Please check the plan schedule.

(d) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the plan. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.

(e) The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) The land subject of this certificate is not in a conservation area (however described).

(g) No item of environmental heritage (however described) is situated on the land subject of this certificate.

***Note**: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning maintains the AHIMS.*

ITEM 3 – Contribution plans

The following contribution plan(s) apply to the land subject of this certificate:

Menangle Park Contributions Plan 2020

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

For further information about these contribution plans, contact Council's City Development team on (02) 4645 4608.

The State Government's 'Housing and Productivity Contribution' may also apply to particular developments on the land. For more information, visit www.planning.nsw.gov.au and search for 'Housing and Productivity Contribution'.

ITEM 4 – Complying development

(1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Fire Safety Code – on all of the land

Container Recycling Facilities Code – on all of the land

Housing Code – on part of the land

Rural Housing Code – on part of the land

Commercial and Industrial (New Buildings and Additions) Code – on part of the land

Low Rise Housing Diversity Code – on part of the land

Greenfield Housing Code – on part of the land
(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

(2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Not applicable
Housing Code – on part of the land

Rural Housing Code – on part of the land

Commercial and Industrial (New Buildings and Additions) Code – on part of the land

Low Rise Housing Diversity Code – on part of the land

Greenfield Housing Code – on part of the land
(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

Because part of the land is reserved for a public purpose by an environmental planning instrument.

Note: *This information needs to be read in conjunction with the whole of the State environment planning policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.*

Note: *Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any complying development certificate application under the State environment planning policy, or a development application for any other type of development requiring consent from Council.*

Note: *Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of* State Environment Planning Policy (Exempt and Complying Development Codes) 2008. *It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.*

ITEM 5 – Exempt development

(1) Exempt development may be carried out on land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

There is no land within the Campbelltown City Council local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory

(2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

(3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

Campbelltown City Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: *Despite any references above advising that exempt development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of* State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. *It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.*

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Campbelltown City Council local government area.

ITEM 6 – Affected building notices and building product rectification orders

The Council is not aware that an affected building notice or building product rectification order is in force on the land that has not been fully complied with.

The Council is not aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding

Note: *In this item, affected building notice has the same meaning as in the* Building Products (Safety) Act 2017, *Part 4. Building product rectification order has the same meaning as in the* Building Products (Safety) Act 2017.

ITEM 7 – Land reserved for acquisition

An environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of all or part of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

ITEM 9 – Flood related development controls

(1) All or part of the land is within the flood planning area and it is subject to flood related development controls.

(2) The land is subject to flood related development controls as a result of all or part of it being between the flood planning area and the probable maximum flood.

(3) In this clause -

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

(a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land

where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.

(b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

(c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.

(d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.

1) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

ITEM 11 – Bush fire prone land

All of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council - Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

Please note that in accordance with section 66 of the Rural Fires Act 1997 and relevant regulations, a Bush Fire Hazard Reduction Notice may have been issued on this land. It is recommended that advice be obtained from the Macarthur Zone Rural Fire Service.

Note: *In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review.*

Note: *Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline Planning for Bushfire Protection (as amended from time to time) available on the NSW Rural Fire Service website.*

Note: *The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.*

ITEM 12 – Loose-fill asbestos insulation

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

For more information visit the NSW Fair Trading website (www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation).

ITEM 13 – Mine subsidence

The land subject of this certificate is within a proclaimed Mine Subsidence District under the Coal Mine Subsidence Compensation Act 2017. The approval of Subsidence Advisory NSW is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with Subsidence Advisory NSW regarding mine subsidence and any surface development guidelines. Subsidence Advisory NSW can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Coal Mine Subsidence Compensation Act 2017. For further information, contact the local Subsidence Advisory NSW office (www.subsidenceadvisory.nsw.gov.au).

ITEM 14 – Paper subdivision information

(1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.

(2) No subdivision order applies to the land subject of this certificate.

ITEM 15 – Property vegetation plans

No property vegetation plan applies to the land subject of this certificate.

Please note that the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.

ITEM 16 – Biodiversity stewardship sites

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

Please note that biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

ITEM 17 – Biodiversity certified land

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Please note that biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

ITEM 19 - Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The Coastal Management Act 2016 and Local Government Act, section 496B do not apply to land in the Campbelltown City Council local government area.

ITEM 20 – Western Sydney Aerotropolis

Not affected.

ITEM 21 – Development consent conditions for seniors housing

a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

(1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

(2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 23 – Water or sewerage services

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

This land is not subject to an alternative servicing arrangement under the WIC Act 2006

***Note**: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.*

***Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.*

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

All properties within the Campbelltown City local government area may be affected by flooding caused by overland flow or local topography. Applicants will need to make their own assessment of the risk associated with these matters. For more information, please complete a Stormwater Advice Request Form that is available on Council's website or by contacting Council on 4645 4000.

Council has received a copy of the map – "Hydrogeological Landscapes – Overall Salinity Hazard - Western Sydney Study Area" and "Hydrogeological Landscapes – Sydney Metropolitan - Western Study Area" from the New South Wales Office of Environmental Heritage (NSW OEH) This map classifies the land within the Campbelltown City local government area as having salinity. Salinity issues may be of relevance to any development of the land subject of this certificate. For further information use the link: https://www.environment.nsw.gov.au/topics/land-and-soil/soil-degradation/salinity/type-of-salinity-and-their-prevention.

It should be noted that the Commonwealth Department of Infrastructure and Regional Development has released a document titled "Preliminary Flight Paths" purporting to provide preliminary information on jet aircraft flight paths and flight zones for each of the design options for the Second Sydney Airport Proposals. Some of the flight paths and flight zones shown in this document may, if implemented, impact upon the environment in the vicinity of the land subject of this certificate. Further enquiries in respect of this document should be directed initially to the Commonwealth Department of Infrastructure and Regional Development.

The land subject of this certificate has a boundary to a controlled access road.

The Local Government (General) Regulation, 2005 requires all owners of property that contain a wastewater management system (for example a septic tank system, aerated wastewater treatment system or similar wastewater treatment device) to have a current "Approval to Operate a Wastewater Management System".

In particular, new purchasers of properties should be aware of the following:

1. It is the responsibility of new property owners to apply to Council for a new Approval to Operate.

2. An existing Approval to Operate becomes void upon a change of property ownership. A new owner may operate a wastewater management system for up to three (3) months without obtaining a new approval.

New property owners should make their own enquiries to ensure any wastewater management system is performing satisfactorily and in accordance with legislative requirements. For further information please contact Council's Compliance Services Section on (02) 4645 4604.

The following draft development control plans (DCPs), that have been placed on exhibition by Council but which have not yet come into effect, apply to the land subject of this certificate:

Draft Campbelltown (Sustainable City) DCP 2015 Amendment No.11

For further information about these draft development control plans, contact Council's Environmental Planning Section on (02) 4645 4608.



Jim Baldwin, per
Director City Development

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To provide for land uses compatible with the ecological, scientific, cultural or aesthetic values of land in the zone.
- To facilitate the multiple use of certain open space areas.
- To facilitate development that is ancillary or incidental to the special land uses provided for in this zone.
- To provide for the sufficient and equitable distribution of public open space to meet the needs of the local community.
- To preserve and rehabilitate bushland, wildlife corridors and natural habitat, including waterways and riparian lands, and facilitate public enjoyment of these areas.
- To provide for the retention and creation of view corridors.
- To protect and enhance areas of scenic value and the visual amenity of prominent ridgelines.
- To preserve land that is required for public open space or recreational purposes.

2 Permitted without consent

Nil

3 Permitted with consent

Boat launching ramps; Camping grounds; Car parks; Community facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Heliports; Information and education facilities; Jetties; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restaurants or cafes; Roads; Signage; Small bars; Water recreation structures; Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

(1) The objectives of this clause are as follows—

(a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,

(b) to ensure that the density of settlement will be compatible with the objectives of the zone,

(c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,

(d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,

(e) to facilitate viable agricultural undertakings,

(f) to protect the curtilage of heritage items and heritage conservation areas,

(g) to facilitate a diversity of housing forms.

(2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause does not apply in relation to the subdivision of any land—

(a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or

(b) by any kind of subdivision under the *Community Land Development Act 1989*.

(4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.

(4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.

(4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—

(a) each lot has a minimum lot size of not less than 375m^2, and

(b) no more than 65 lots have a lot size of less than 450m^2, and

(c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m^2, and

(d) each lot is located not more than 200m from a bus route, community centre or open space area.

4.1AA Minimum subdivision lot size for community title schemes

(1) The objectives of this clause are as follows—

(a) to provide for the proper and orderly development of land,

(b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,

(c) to protect the curtilage of heritage items and heritage conservation areas.

(2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone R2 Low Density Residential,

(c) Zone R3 Medium Density Residential,

(d) Zone R5 Large Lot Residential,

(e) Zone C3 Environmental Management,

(f) Zone C4 Environmental Living,

but does not apply to a subdivision by the registration of a strata plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause applies despite clause 4.1.

4.1A (Repealed)

4.1B Minimum subdivision lot sizes for dual occupancies in certain zones

(1) The objectives of this clause are as follows—

(a) to achieve planned residential density in certain zones,

(b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,

(c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,

(d) to prevent the fragmentation of land.

(2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.

(3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if—

(a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and

(b) the lot size of each resulting lot will be at least 300 square metres, and

(c) the subdivision will not result in more than one principal dwelling on each resulting lot.

4.1C Minimum qualifying site area and lot size for certain residential and centre-based child care facility development in residential zones

(1) The objectives of this clause are as follows—

(a) to achieve planned residential densities in certain zones,

(b) to achieve satisfactory environmental and infrastructure outcomes,

(c) to minimise any adverse impact of development on residential amenity,

(d) to minimise land use conflicts.

(2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.

(3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.

(4) This clause does not apply to land identified as "Ingleburn Narrow Lots" on the Clause Application Map.

Column 1	Column 2	Column 3	Column 4
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Centre-based child care facilities	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

4.1D Minimum lot sizes for certain land uses in certain environment protection zones

(1) The objectives of this clause are as follows—

(a) to allow for certain non-residential land uses,

(b) to minimise any adverse impact on local amenity and the natural environment,

(c) to achieve satisfactory environmental and infrastructure outcomes,

(d) to minimise land use conflicts.

(2) This clause applies to land in the following zones—

(a) Zone C3 Environmental Management,

(b) Zone C4 Environmental Living.

(3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

Column 1	Column 2	Column 3
Animal boarding or	Zone C3 Environmental Management	5 hectares

training establishments		
Educational establishments	Zone C3 Environmental Management or Zone C4 Environmental Living	10 hectares
Places of public worship	Zone C3 Environmental Management	10 hectares

4.1E Exception to minimum lot sizes for certain land in Mount Gilead Urban Release Area

(1) This clause applies to that part of Lot 3, DP 1218887, Appin Road, Gilead that is in Zone RU2 Rural Landscape.

(2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land if the consent authority is satisfied that the subdivision is for the purpose of facilitating the development of land that is—
(a) in Zone R2 Low Density Residential, and

(b) identified as "Mount Gilead Urban Release Area" on the Urban Release Area Map.

4.1F Exception to minimum lot sizes for certain land in Glenfield

(1) This clause applies to that part of Lot 91, DP 1155962 that is in Zone RU2 Rural Landscape.

(2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land.

(3) A dwelling cannot be erected on a lot created under this clause.

4.1G Exception to minimum subdivision lot sizes for certain residential development in Maryfields Urban Release Area

(1) The objective of this clause is to provide flexibility in the application of lot size standards for residential development on larger sized lots on land in Zone R3 Medium Density Residential in the Maryfields Urban Release Area.

(2) This clause applies to land in Zone R3 Medium Density Residential and identified as "Maryfields Urban Release Area" on the Urban Release Area Map.

(3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies on which is lawfully erected a type of residential accommodation if—

(a) the size of each lot to be subdivided is at least 1800 square metres, and

(b) each lot resulting from the subdivision will be at least 225 square metres and will have an erected single dwelling, and

(c) each lot resulting from the subdivision will have a single dwelling that is in existence and for which an occupation certificate was issued before the consent was granted.

4.2 Rural subdivision

(1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) This clause applies to the following rural zones—

(a) Zone RU1 Primary Production,

(b) Zone RU2 Rural Landscape,

(baa) Zone RU3 Forestry,

(c) Zone RU4 Primary Production Small Lots,

(d) Zone RU6 Transition.

Note—

When this Plan was made it did not include all of these zones.

(3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(5) A dwelling cannot be erected on such a lot.

Note—

A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones

(1) The objectives of this clause are as follows—

(a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,

(b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,

(c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.

(2) This clause applies to land in the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone C3 Environmental Management,

(c) Zone C4 Environmental Living.

(3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—

(a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or

(b) is a lot created under this Plan (other than clause 4.2(3)), or

(c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or

(d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or

(e) is an existing holding, or

(f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by—

(i) a minor realignment of its boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note—

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

(4) Development consent must not be granted under subclause (3) unless—

(a) no dwelling house or dual occupancy (attached) has been erected on the land, and

(b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and

(c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.

(5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).

(6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.

(7) In this clause—

existing holding means land that—

(a) was a holding on the relevant date, and

(b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

relevant date means—

(a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan—

(i) for land identified as "25 February 1977" on the Former LEP and IDO Boundaries Map—25 February 1977, or

(ii) for land identified as "15 July 1977" on the Former LEP and IDO Boundaries Map—15 July 1977, or

(iii) for land identified as "3 November 1978" on the Former LEP and IDO Boundaries Map—3 November 1978, or

(b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or

(c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or

(d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or

(e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or

(f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

Note—

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

4.2B Erection of rural workers' dwellings on land in Zones RU2 and C3

(1) The objectives of this clause are as follows—

(a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,

(b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.

(2) This clause applies to land in the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone C3 Environmental Management.

(3) Development consent must not be granted for the erection of a rural worker's dwelling on land to which this clause applies unless the consent authority is satisfied that—

(a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and

(b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and

(c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and

(d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and

(e) there will be not more than one rural worker's dwelling on the lot, and

(f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and C3

(1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision—

(a) *Campbelltown Local Environmental Plan No 1*,

(b) *Interim Development Order No 15—City of Campbelltown*.

(2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that—

(a) was in existence on 26 June 1981, and

(b) is in Zone C3 Environmental Management, and

(c) has an area of at least 10 hectares.

(3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.

(4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that—

(a) was in existence on 18 July 1973, and

(b) is in Zone RU2 Rural Landscape.

(5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by—

(a) the person who owned the land on 18 July 1973, or

(b) a relative of that owner, or

(c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.

(6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed—

(a) if the land to be subdivided had an area of less than 10 hectares—nil, or

(b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or

(c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or

(d) if the land to be subdivided had an area of at least 80 hectares—3.

4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone C4

(1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.

(2) This clause applies to land identified as "1 ha" on the Lot Averaging Map.

(3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from

multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.

(4) Development consent must not be granted under this clause unless the consent authority is satisfied that—

(a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and

(b) each lot to be created by the subdivision contains a suitable land area for—

(i) a dwelling house, and

(ii) an appropriate asset protection zone relating to bush fire hazard, and

(iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and

(iv) other services related to the use of the land for residential occupation, and

(c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and

(d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

4.2E Subdivision of land in Zone C3

(1) The objective of this clause is to provide flexibility in the application of standards for the subdivision of certain land to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) Land in Zone C3 Environmental Management may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(3) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(4) A dwelling cannot be erected on a lot created under this clause.

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

CAMPBELLTOWN CITY COUNCIL

Issue Date: 5 July 2024
Application Number: 202402671
Receipt Number: 6280139

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: 81037853:54335

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

Property Address: Lot 2990 Menangle Road
MENANGLE PARK NSW 2563

Property Description: Lot 2990 DP 1293392

As at the date of issue, the following matters apply to the land subject of this certificate:

INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 (the Act)

ITEM 1 – Names of relevant planning instruments and development control plans

Planning Instrument: Campbelltown LEP 2015
Effect: RE1 Public Recreation

(1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

Local environmental plan (LEP)

Campbelltown LEP 2015

For further information about the local environmental plan, contact Council's City Development team on (02) 4645 4608.

State environmental planning policies (SEPPs)

SEPP (Primary Production) 2021
SEPP (Resources and Energy) 2021

SEPP (Resilience and Hazards) 2021
SEPP (Industry and Employment) 2021
SEPP (Transport and Infrastructure) 2021
SEPP (Planning Systems) 2021
SEPP (Biodiversity and Conservation) 2021
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Housing) 2021
SEPP No.65 – Design Quality of Residential Apartment Development

For further information about these State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinately or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

Draft local environmental plans (LEPs)

None

For further information about these draft local environmental plans, contact Council's City Development team on (02) 4645 4608.

Draft State environmental planning policies (SEPPs)

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's City Development team on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

(a) The following zone(s) apply to the land subject of this certificate:

RE1 Public Recreation

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment's ePlanning Spatial Viewer, accessible via the NSW Planning Portal.

(b) The purposes for which the plan provides that development may be carried out without the need for development consent, may not be carried out except with development consent and is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the plan.

(c) Clause 2.5 and Schedule 1 of the planning instrument allows for additional permitted uses with development consent on particular land. Please check the plan schedule.

(d) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the plan. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.

(e) The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) The land subject of this certificate is not in a conservation area (however described).

(g) No item of environmental heritage (however described) is situated on the land subject of this certificate.

***Note**: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning maintains the AHIMS.*

ITEM 3 – Contribution plans

The following contribution plan(s) apply to the land subject of this certificate:

Menangle Park Contributions Plan 2020

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

For further information about these contribution plans, contact Council's City Development team on (02) 4645 4608.

The State Government's 'Housing and Productivity Contribution' may also apply to particular new developments on the land. For more information, visit www.planning.nsw.gov.au and search for 'Housing and Productivity Contribution'.

ITEM 4 – Complying development

(1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Fire Safety Code – on all of the land

Container Recycling Facilities Code – on all of the land

Housing Code – on part of the land

Rural Housing Code – on part of the land

Commercial and Industrial (New Buildings and Additions) Code – on part of the land

Low Rise Housing Diversity Code – on part of the land

Greenfield Housing Code – on part of the land
(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

(2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Not applicable
Housing Code – on part of the land

Rural Housing Code – on part of the land

Commercial and Industrial (New Buildings and Additions) Code – on part of the land

Low Rise Housing Diversity Code – on part of the land

Greenfield Housing Code – on part of the land
(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

Because part of the land is reserved for a public purpose by an environmental planning instrument.

Note: *This information needs to be read in conjunction with the whole of the State environment planning policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.*

Note: *Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any complying development certificate application under the State environment planning policy, or a development application for any other type of development requiring consent from Council.*

Note: *Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of* State Environment Planning Policy (Exempt and Complying Development Codes) 2008. *It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.*

ITEM 5 – Exempt development

(1) Exempt development may be carried out on land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

There is no land within the Campbelltown City Council local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory

(2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

(3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

Campbelltown City Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: *Despite any references above advising that exempt development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of* State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. *It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.*

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Campbelltown City Council local government area.

ITEM 6 – Affected building notices and building product rectification orders

The Council is not aware that an affected building notice or building product rectification order is in force on the land that has not been fully complied with.

The Council is not aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding

Note: *In this item, affected building notice has the same meaning as in the* Building Products (Safety) Act 2017, *Part 4. Building product rectification order has the same meaning as in the* Building Products (Safety) Act 2017.

ITEM 7 – Land reserved for acquisition

An environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of all or part of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

ITEM 9 – Flood related development controls

(1) All or part of the land is within the flood planning area and it is subject to flood related development controls.

(2) The land is subject to flood related development controls as a result of all or part of it being between the flood planning area and the probable maximum flood.

(3) In this clause -

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

(a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.

(b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

(c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.

(d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.

1) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

ITEM 11 – Bush fire prone land

All of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council - Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

Please note that in accordance with section 66 of the Rural Fires Act 1997 and relevant regulations, a Bush Fire Hazard Reduction Notice may have been issued on this land. It is recommended that advice be obtained from the Macarthur Zone Rural Fire Service.

Note: *In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review.*

Note: *Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline Planning for Bushfire Protection (as amended from time to time) available on the NSW Rural Fire Service website.*

Note: *The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.*

ITEM 12 – Loose-fill asbestos insulation

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

For more information visit the NSW Fair Trading website (www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation).

ITEM 13 – Mine subsidence

The land subject of this certificate is within a proclaimed Mine Subsidence District under the Coal Mine Subsidence Compensation Act 2017. The approval of Subsidence Advisory NSW is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with Subsidence Advisory NSW regarding mine subsidence and any surface development guidelines. Subsidence Advisory NSW can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Coal Mine Subsidence Compensation Act 2017. For further information, contact the local Subsidence Advisory NSW office (www.subsidenceadvisory.nsw.gov.au).

ITEM 14 – Paper subdivision information

(1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.

(2) No subdivision order applies to the land subject of this certificate.

ITEM 15 – Property vegetation plans

No property vegetation plan applies to the land subject of this certificate.

Note: *the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.*

ITEM 16 – Biodiversity stewardship sites

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as

Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

Please note that biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

ITEM 17 – Biodiversity certified land

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Please note that biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

ITEM 19 - Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The Coastal Management Act 2016 and Local Government Act, section 496B do not apply to land in the Campbelltown City Council local government area.

ITEM 20 – Western Sydney Aerotropolis

Not affected.

ITEM 21 – Development consent conditions for seniors housing

a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

(1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

(2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 23 – Water or sewerage services

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

This land is not subject to an alternative servicing arrangement under the WIC Act 2006

***Note**: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.*

***Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.*



Jim Baldwin, per
Director City Development

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To provide for land uses compatible with the ecological, scientific, cultural or aesthetic values of land in the zone.
- To facilitate the multiple use of certain open space areas.
- To facilitate development that is ancillary or incidental to the special land uses provided for in this zone.
- To provide for the sufficient and equitable distribution of public open space to meet the needs of the local community.
- To preserve and rehabilitate bushland, wildlife corridors and natural habitat, including waterways and riparian lands, and facilitate public enjoyment of these areas.
- To provide for the retention and creation of view corridors.
- To protect and enhance areas of scenic value and the visual amenity of prominent ridgelines.
- To preserve land that is required for public open space or recreational purposes.

2 Permitted without consent

Nil

3 Permitted with consent

Boat launching ramps; Camping grounds; Car parks; Community facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Heliports; Information and education facilities; Jetties; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restaurants or cafes; Roads; Signage; Small bars; Water recreation structures; Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

(1) The objectives of this clause are as follows—

(a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,

(b) to ensure that the density of settlement will be compatible with the objectives of the zone,

(c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,

(d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,

(e) to facilitate viable agricultural undertakings,

(f) to protect the curtilage of heritage items and heritage conservation areas,

(g) to facilitate a diversity of housing forms.

(2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause does not apply in relation to the subdivision of any land—

(a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or

(b) by any kind of subdivision under the *Community Land Development Act 1989*.

(4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.

(4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.

(4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—

(a) each lot has a minimum lot size of not less than 375m^2, and

(b) no more than 65 lots have a lot size of less than 450m^2, and

(c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m^2, and

(d) each lot is located not more than 200m from a bus route, community centre or open space area.

4.1AA Minimum subdivision lot size for community title schemes

(1) The objectives of this clause are as follows—

(a) to provide for the proper and orderly development of land,

(b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,

(c) to protect the curtilage of heritage items and heritage conservation areas.

(2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone R2 Low Density Residential,

(c) Zone R3 Medium Density Residential,

(d) Zone R5 Large Lot Residential,

(e) Zone C3 Environmental Management,

(f) Zone C4 Environmental Living,

but does not apply to a subdivision by the registration of a strata plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause applies despite clause 4.1.

4.1A (Repealed)

4.1B Minimum subdivision lot sizes for dual occupancies in certain zones

(1) The objectives of this clause are as follows—

(a) to achieve planned residential density in certain zones,

(b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,

(c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,

(d) to prevent the fragmentation of land.

(2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.

(3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if—

(a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and

(b) the lot size of each resulting lot will be at least 300 square metres, and

(c) the subdivision will not result in more than one principal dwelling on each resulting lot.

4.1C Minimum qualifying site area and lot size for certain residential and centre-based child care facility development in residential zones

(1) The objectives of this clause are as follows—

(a) to achieve planned residential densities in certain zones,

(b) to achieve satisfactory environmental and infrastructure outcomes,

(c) to minimise any adverse impact of development on residential amenity,

(d) to minimise land use conflicts.

(2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.

(3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.

(4) This clause does not apply to land identified as "Ingleburn Narrow Lots" on the Clause Application Map.

Column 1	Column 2	Column 3	Column 4
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Centre-based child care facilities	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

4.1D Minimum lot sizes for certain land uses in certain environment protection zones

(1) The objectives of this clause are as follows—

(a) to allow for certain non-residential land uses,

(b) to minimise any adverse impact on local amenity and the natural environment,

(c) to achieve satisfactory environmental and infrastructure outcomes,

(d) to minimise land use conflicts.

(2) This clause applies to land in the following zones—

(a) Zone C3 Environmental Management,

(b) Zone C4 Environmental Living.

(3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

Column 1	Column 2	Column 3

Animal boarding or training establishments	Zone C3 Environmental Management	5 hectares
Educational establishments	Zone C3 Environmental Management or Zone C4 Environmental Living	10 hectares
Places of public worship	Zone C3 Environmental Management	10 hectares

4.1E Exception to minimum lot sizes for certain land in Mount Gilead Urban Release Area

(1) This clause applies to that part of Lot 3, DP 1218887, Appin Road, Gilead that is in Zone RU2 Rural Landscape.

(2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land if the consent authority is satisfied that the subdivision is for the purpose of facilitating the development of land that is—
(a) in Zone R2 Low Density Residential, and

(b) identified as "Mount Gilead Urban Release Area" on the Urban Release Area Map.

4.1F Exception to minimum lot sizes for certain land in Glenfield

(1) This clause applies to that part of Lot 91, DP 1155962 that is in Zone RU2 Rural Landscape.

(2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land.

(3) A dwelling cannot be erected on a lot created under this clause.

4.1G Exception to minimum subdivision lot sizes for certain residential development in Maryfields Urban Release Area

(1) The objective of this clause is to provide flexibility in the application of lot size standards for residential development on larger sized lots on land in Zone R3 Medium Density Residential in the Maryfields Urban Release Area.

(2) This clause applies to land in Zone R3 Medium Density Residential and identified as "Maryfields Urban Release Area" on the Urban Release Area Map.

(3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies on which is lawfully erected a type of residential accommodation if—

(a) the size of each lot to be subdivided is at least 1800 square metres, and

(b) each lot resulting from the subdivision will be at least 225 square metres and will have an erected single dwelling, and

(c) each lot resulting from the subdivision will have a single dwelling that is in existence and for which an occupation certificate was issued before the consent was granted.

4.2 Rural subdivision

(1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) This clause applies to the following rural zones—

(a) Zone RU1 Primary Production,

(b) Zone RU2 Rural Landscape,

(baa) Zone RU3 Forestry,

(c) Zone RU4 Primary Production Small Lots,

(d) Zone RU6 Transition.

Note—

When this Plan was made it did not include all of these zones.

(3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(5) A dwelling cannot be erected on such a lot.

Note—

A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones

(1) The objectives of this clause are as follows—

(a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,

(b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,

(c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.

(2) This clause applies to land in the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone C3 Environmental Management,

(c) Zone C4 Environmental Living.

(3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—

(a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or

(b) is a lot created under this Plan (other than clause 4.2(3)), or

(c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or

(d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or

(e) is an existing holding, or

(f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by—

(i) a minor realignment of its boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note—

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

(4) Development consent must not be granted under subclause (3) unless—

(a) no dwelling house or dual occupancy (attached) has been erected on the land, and

(b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and

(c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.

(5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).

(6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.

(7) In this clause—

existing holding means land that—

(a) was a holding on the relevant date, and

(b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

relevant date means—

(a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan—

(i) for land identified as "25 February 1977" on the Former LEP and IDO Boundaries Map—25 February 1977, or

(ii) for land identified as "15 July 1977" on the Former LEP and IDO Boundaries Map—15 July 1977, or

(iii) for land identified as "3 November 1978" on the Former LEP and IDO Boundaries Map—3 November 1978, or

(b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or

(c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or

(d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or

(e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or

(f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

Note—

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

4.2B Erection of rural workers' dwellings on land in Zones RU2 and C3

(1) The objectives of this clause are as follows—

(a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,

(b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.

(2) This clause applies to land in the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone C3 Environmental Management.

(3) Development consent must not be granted for the erection of a rural worker's dwelling on land to which this clause applies unless the consent authority is satisfied that—

(a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and

(b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and

(c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and

(d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and

(e) there will be not more than one rural worker's dwelling on the lot, and

(f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and C3

(1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision—

(a) *Campbelltown Local Environmental Plan No 1*,

(b) *Interim Development Order No 15—City of Campbelltown*.

(2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that—

(a) was in existence on 26 June 1981, and

(b) is in Zone C3 Environmental Management, and

(c) has an area of at least 10 hectares.

(3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.

(4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that—

(a) was in existence on 18 July 1973, and

(b) is in Zone RU2 Rural Landscape.

(5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by—

(a) the person who owned the land on 18 July 1973, or

(b) a relative of that owner, or

(c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.

(6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed—

(a) if the land to be subdivided had an area of less than 10 hectares—nil, or

(b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or

(c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or

(d) if the land to be subdivided had an area of at least 80 hectares—3.

4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone C4

(1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.

(2) This clause applies to land identified as "1 ha" on the Lot Averaging Map.

(3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.

(4) Development consent must not be granted under this clause unless the consent authority is satisfied that—

(a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and

(b) each lot to be created by the subdivision contains a suitable land area for—

(i) a dwelling house, and

(ii) an appropriate asset protection zone relating to bush fire hazard, and

(iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and

(iv) other services related to the use of the land for residential occupation, and

(c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and

(d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

4.2E Subdivision of land in Zone C3

(1) The objective of this clause is to provide flexibility in the application of standards for the subdivision of certain land to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) Land in Zone C3 Environmental Management may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(3) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(4) A dwelling cannot be erected on a lot created under this clause.

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

CAMPBELLTOWN CITY COUNCIL

Issue Date: 12 July 2024
Application Number: 202402824
Receipt Number: 6286387

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: 81037853:54554

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

Property Address: Lot 2991 Menangle Road
MENANGLE PARK NSW 2563

Property Description: Lot 2991 DP 1293392

As at the date of issue, the following matters apply to the land subject of this certificate:

INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 (the Act)

ITEM 1 – Names of relevant planning instruments and development control plans

Planning Instrument: Campbelltown LEP 2015
Effect: R3 Medium Density Residential

Planning Instrument: Campbelltown LEP 2015
Effect: RE1 Public Recreation

(1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

Local environmental plan (LEP)

Campbelltown LEP 2015

For further information about the local environmental plan, contact Council's City Development team on (02) 4645 4608.

State environmental planning policies (SEPPs)

SEPP (Primary Production) 2021
SEPP (Resources and Energy) 2021
SEPP (Resilience and Hazards) 2021
SEPP (Industry and Employment) 2021
SEPP (Transport and Infrastructure) 2021
SEPP (Planning Systems) 2021
SEPP (Biodiversity and Conservation) 2021
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Housing) 2021
SEPP No.65 – Design Quality of Residential Apartment Development

For further information about these State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinately or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

Draft local environmental plans (LEPs)

None

For further information about these draft local environmental plans, contact Council's City Development team on (02) 4645 4608.

Draft State environmental planning policies (SEPPs)

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's City Development team on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

(a) The following zone(s) apply to the land subject of this certificate:

R3 Medium Density Residential

RE1 Public Recreation

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment's ePlanning Spatial Viewer, accessible via the NSW Planning Portal.

(b) The purposes for which the plan provides that development may be carried out without the need for development consent, may not be carried out except with development consent and is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the plan.

(c) Clause 2.5 and Schedule 1 of the planning instrument allows for additional permitted uses with development consent on particular land. Please check the plan schedule.

(d) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the plan. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.

(e) The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) The land subject of this certificate is not in a conservation area (however described).

(g) No item of environmental heritage (however described) is situated on the land subject of this certificate.

***Note**: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning maintains the AHIMS.*

ITEM 3 – Contribution plans

The following contribution plan(s) apply to the land subject of this certificate:

Menangle Park Contributions Plan 2020

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

For further information about these contribution plans, contact Council's City Development team on (02) 4645 4608.

The State Government's 'Housing and Productivity Contribution' may also apply to particular developments on the land. For more information, visit www.planning.nsw.gov.au and search for 'Housing and Productivity Contribution'.

ITEM 4 – Complying development

(1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Fire Safety Code – on all of the land

Container Recycling Facilities Code – on all of the land

Housing Code – on part of the land

Rural Housing Code – on part of the land

Commercial and Industrial (New Buildings and Additions) Code – on part of the land

Low Rise Housing Diversity Code – on part of the land

Greenfield Housing Code – on part of the land
(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

(2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Not applicable
Housing Code – on part of the land

Rural Housing Code – on part of the land

Commercial and Industrial (New Buildings and Additions) Code – on part of the land

Low Rise Housing Diversity Code – on part of the land

Greenfield Housing Code – on part of the land
(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

Because part of the land is reserved for a public purpose by an environmental planning instrument.

Note: *This information needs to be read in conjunction with the whole of the State environment planning policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.*

Note: *Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any complying development certificate application under the State environment planning policy, or a development application for any other type of development requiring consent from Council.*

Note: *Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of* State Environment Planning Policy (Exempt and Complying Development Codes) 2008. *It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.*

ITEM 5 – Exempt development

(1) Exempt development may be carried out on land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

There is no land within the Campbelltown City Council local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory

(2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

(3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

Campbelltown City Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: *Despite any references above advising that exempt development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of* State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. *It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.*

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Campbelltown City Council local government area.

ITEM 6 – Affected building notices and building product rectification orders

The Council is not aware that an affected building notice or building product rectification order is in force on the land that has not been fully complied with.

The Council is not aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding

Note: *In this item, affected building notice has the same meaning as in the* Building Products (Safety) Act 2017, *Part 4. Building product rectification order has the same meaning as in the* Building Products (Safety) Act 2017.

ITEM 7 – Land reserved for acquisition

An environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of all or part of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

ITEM 9 – Flood related development controls

(1) All or part of the land is within the flood planning area and it is subject to flood related development controls.

(2) The land is subject to flood related development controls as a result of all or part of it being between the flood planning area and the probable maximum flood.

(3) In this clause -

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

(a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land

where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.

(b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

(c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.

(d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.

1) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

ITEM 11 – Bush fire prone land

All of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council - Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

Please note that in accordance with section 66 of the Rural Fires Act 1997 and relevant regulations, a Bush Fire Hazard Reduction Notice may have been issued on this land. It is recommended that advice be obtained from the Macarthur Zone Rural Fire Service.

Note: *In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review.*

Note: *Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline Planning for Bushfire Protection (as amended from time to time) available on the NSW Rural Fire Service website.*

Note: *The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.*

ITEM 12 – Loose-fill asbestos insulation

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

For more information visit the NSW Fair Trading website (www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation).

ITEM 13 – Mine subsidence

The land subject of this certificate is within a proclaimed Mine Subsidence District under the Coal Mine Subsidence Compensation Act 2017. The approval of Subsidence Advisory NSW is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with Subsidence Advisory NSW regarding mine subsidence and any surface development guidelines. Subsidence Advisory NSW can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Coal Mine Subsidence Compensation Act 2017. For further information, contact the local Subsidence Advisory NSW office (www.subsidenceadvisory.nsw.gov.au).

ITEM 14 – Paper subdivision information

(1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.

(2) No subdivision order applies to the land subject of this certificate.

ITEM 15 – Property vegetation plans

No property vegetation plan applies to the land subject of this certificate.

Please note that the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.

ITEM 16 – Biodiversity stewardship sites

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

Please note that biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

ITEM 17 – Biodiversity certified land

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Please note that biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

ITEM 19 - Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The Coastal Management Act 2016 and Local Government Act, section 496B do not apply to land in the Campbelltown City Council local government area.

ITEM 20 – Western Sydney Aerotropolis

Not affected.

ITEM 21 – Development consent conditions for seniors housing

a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

(1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

(2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 23 – Water or sewerage services

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

This land is not subject to an alternative servicing arrangement under the WIC Act 2006

***Note**: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.*

***Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.*

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

All properties within the Campbelltown City local government area may be affected by flooding caused by overland flow or local topography. Applicants will need to make their own assessment of the risk associated with these matters. For more information, please complete a Stormwater Advice Request Form that is available on Council's website or by contacting Council on 4645 4000.

Council has received a copy of the map – "Hydrogeological Landscapes – Overall Salinity Hazard - Western Sydney Study Area" and "Hydrogeological Landscapes – Sydney Metropolitan - Western Study Area" from the New South Wales Office of Environmental Heritage (NSW OEH) This map classifies the land within the Campbelltown City local government area as having salinity. Salinity issues may be of relevance to any development of the land subject of this certificate. For further information use the link: https://www.environment.nsw.gov.au/topics/land-and-soil/soil-degradation/salinity/type-of-salinity-and-their-prevention.

It should be noted that the Commonwealth Department of Infrastructure and Regional Development has released a document titled "Preliminary Flight Paths" purporting to provide preliminary information on jet aircraft flight paths and flight zones for each of the design options for the Second Sydney Airport Proposals. Some of the flight paths and flight zones shown in this document may, if implemented, impact upon the environment in the vicinity of the land subject of this certificate. Further enquiries in respect of this document should be directed initially to the Commonwealth Department of Infrastructure and Regional Development.

The land subject of this certificate has a boundary to a controlled access road.

The Local Government (General) Regulation, 2005 requires all owners of property that contain a wastewater management system (for example a septic tank system, aerated wastewater treatment system or similar wastewater treatment device) to have a current "Approval to Operate a Wastewater Management System".

In particular, new purchasers of properties should be aware of the following:

1. It is the responsibility of new property owners to apply to Council for a new Approval to Operate.

2. An existing Approval to Operate becomes void upon a change of property ownership. A new owner may operate a wastewater management system for up to three (3) months without obtaining a new approval.

New property owners should make their own enquiries to ensure any wastewater management system is performing satisfactorily and in accordance with legislative requirements. For further information please contact Council's Compliance Services Section on (02) 4645 4604.

The following draft development control plans (DCPs), that have been placed on exhibition by Council but which have not yet come into effect, apply to the land subject of this certificate:

Draft Campbelltown (Sustainable City) DCP 2015 Amendment No.11

For further information about these draft development control plans, contact Council's Environmental Planning Section on (02) 4645 4608.



Jim Baldwin, per
Director City Development

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a wide range of housing choices in close proximity to commercial centres, transport hubs and routes.
- To enable development for purposes other than residential only if that development is compatible with the character and scale of the living area.
- To minimise overshadowing and ensure a desired level of solar access to all properties.

2 Permitted without consent

Nil

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home occupations; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To provide for land uses compatible with the ecological, scientific, cultural or aesthetic values of land in the zone.
- To facilitate the multiple use of certain open space areas.
- To facilitate development that is ancillary or incidental to the special land uses provided for in this zone.
- To provide for the sufficient and equitable distribution of public open space to meet the needs of the local community.
- To preserve and rehabilitate bushland, wildlife corridors and natural habitat, including waterways and riparian lands, and facilitate public enjoyment of these areas.
- To provide for the retention and creation of view corridors.
- To protect and enhance areas of scenic value and the visual amenity of prominent ridgelines.
- To preserve land that is required for public open space or recreational purposes.

2 Permitted without consent

Nil

3 Permitted with consent

Boat launching ramps; Camping grounds; Car parks; Community facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Heliports; Information and education facilities; Jetties; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restaurants or cafes; Roads; Signage; Small bars; Water recreation structures; Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

(1) The objectives of this clause are as follows—

(a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,

(b) to ensure that the density of settlement will be compatible with the objectives of the zone,

(c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,

(d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,

(e) to facilitate viable agricultural undertakings,

(f) to protect the curtilage of heritage items and heritage conservation areas,

(g) to facilitate a diversity of housing forms.

(2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause does not apply in relation to the subdivision of any land—

(a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or

(b) by any kind of subdivision under the *Community Land Development Act 1989*.

(4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.

(4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.

(4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—

(a) each lot has a minimum lot size of not less than 375m^2, and

(b) no more than 65 lots have a lot size of less than 450m^2, and

(c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m^2, and

(d) each lot is located not more than 200m from a bus route, community centre or open space area.

4.1AA Minimum subdivision lot size for community title schemes

(1) The objectives of this clause are as follows—

(a) to provide for the proper and orderly development of land,

(b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,

(c) to protect the curtilage of heritage items and heritage conservation areas.

(2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone R2 Low Density Residential,

(c) Zone R3 Medium Density Residential,

(d) Zone R5 Large Lot Residential,

(e) Zone C3 Environmental Management,

(f) Zone C4 Environmental Living,

but does not apply to a subdivision by the registration of a strata plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause applies despite clause 4.1.

4.1A (Repealed)

4.1B Minimum subdivision lot sizes for dual occupancies in certain zones

(1) The objectives of this clause are as follows—

(a) to achieve planned residential density in certain zones,

(b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,

(c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,

(d) to prevent the fragmentation of land.

(2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.

(3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if—

(a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and

(b) the lot size of each resulting lot will be at least 300 square metres, and

(c) the subdivision will not result in more than one principal dwelling on each resulting lot.

4.1C Minimum qualifying site area and lot size for certain residential and centre-based child care facility development in residential zones

(1) The objectives of this clause are as follows—

(a) to achieve planned residential densities in certain zones,

(b) to achieve satisfactory environmental and infrastructure outcomes,

(c) to minimise any adverse impact of development on residential amenity,

(d) to minimise land use conflicts.

(2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.

(3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.

(4) This clause does not apply to land identified as "Ingleburn Narrow Lots" on the Clause Application Map.

Column 1	Column 2	Column 3	Column 4
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Centre-based child care facilities	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

4.1D Minimum lot sizes for certain land uses in certain environment protection zones

(1) The objectives of this clause are as follows—

(a) to allow for certain non-residential land uses,

(b) to minimise any adverse impact on local amenity and the natural environment,

(c) to achieve satisfactory environmental and infrastructure outcomes,

(d) to minimise land use conflicts.

(2) This clause applies to land in the following zones—

(a) Zone C3 Environmental Management,

(b) Zone C4 Environmental Living.

(3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

Column 1	Column 2	Column 3
Animal boarding or training establishments	Zone C3 Environmental Management	5 hectares
Educational	Zone C3 Environmental Management or	10

establishments	Zone C4 Environmental Living	hectares
Places of public worship	Zone C3 Environmental Management	10 hectares

4.1E Exception to minimum lot sizes for certain land in Mount Gilead Urban Release Area

(1) This clause applies to that part of Lot 3, DP 1218887, Appin Road, Gilead that is in Zone RU2 Rural Landscape.

(2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land if the consent authority is satisfied that the subdivision is for the purpose of facilitating the development of land that is—

(a) in Zone R2 Low Density Residential, and

(b) identified as "Mount Gilead Urban Release Area" on the Urban Release Area Map.

4.1F Exception to minimum lot sizes for certain land in Glenfield

(1) This clause applies to that part of Lot 91, DP 1155962 that is in Zone RU2 Rural Landscape.

(2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land.

(3) A dwelling cannot be erected on a lot created under this clause.

4.1G Exception to minimum subdivision lot sizes for certain residential development in Maryfields Urban Release Area

(1) The objective of this clause is to provide flexibility in the application of lot size standards for residential development on larger sized lots on land in Zone R3 Medium Density Residential in the Maryfields Urban Release Area.

(2) This clause applies to land in Zone R3 Medium Density Residential and identified as "Maryfields Urban Release Area" on the Urban Release Area Map.

(3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies on which is lawfully erected a type of residential accommodation if—

(a) the size of each lot to be subdivided is at least 1800 square metres, and

(b) each lot resulting from the subdivision will be at least 225 square metres and will have an erected single dwelling, and

(c) each lot resulting from the subdivision will have a single dwelling that is in existence and for which an occupation certificate was issued before the consent was granted.

4.2 Rural subdivision

(1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) This clause applies to the following rural zones—

(a) Zone RU1 Primary Production,

(b) Zone RU2 Rural Landscape,

(baa) Zone RU3 Forestry,

(c) Zone RU4 Primary Production Small Lots,

(d) Zone RU6 Transition.

Note—

When this Plan was made it did not include all of these zones.

(3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(5) A dwelling cannot be erected on such a lot.

Note—

A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones

(1) The objectives of this clause are as follows—

(a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,

(b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,

(c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.

(2) This clause applies to land in the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone C3 Environmental Management,

(c) Zone C4 Environmental Living.

(3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—

(a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or

(b) is a lot created under this Plan (other than clause 4.2(3)), or

(c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or

(d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or

(e) is an existing holding, or

(f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by—

(i) a minor realignment of its boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note—

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

(4) Development consent must not be granted under subclause (3) unless—

(a) no dwelling house or dual occupancy (attached) has been erected on the land, and

(b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and

(c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.

(5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).

(6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.

(7) In this clause—

existing holding means land that—

(a) was a holding on the relevant date, and

(b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

relevant date means—

(a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan—

(i) for land identified as "25 February 1977" on the Former LEP and IDO Boundaries Map—25 February 1977, or

(ii) for land identified as "15 July 1977" on the Former LEP and IDO Boundaries Map—15 July 1977, or

(iii) for land identified as "3 November 1978" on the Former LEP and IDO Boundaries Map—3 November 1978, or

(b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or

(c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or

(d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or

(e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or

(f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

Note—

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

4.2B Erection of rural workers' dwellings on land in Zones RU2 and C3

(1) The objectives of this clause are as follows—

(a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,

(b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.

(2) This clause applies to land in the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone C3 Environmental Management.

(3) Development consent must not be granted for the erection of a rural worker's dwelling on land to which this clause applies unless the consent authority is satisfied that—

(a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and

(b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and

(c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and

(d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and

(e) there will be not more than one rural worker's dwelling on the lot, and

(f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and C3

(1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision—

(a) *Campbelltown Local Environmental Plan No 1*,

(b) *Interim Development Order No 15—City of Campbelltown*.

(2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that—

(a) was in existence on 26 June 1981, and

(b) is in Zone C3 Environmental Management, and

(c) has an area of at least 10 hectares.

(3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.

(4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that—

(a) was in existence on 18 July 1973, and

(b) is in Zone RU2 Rural Landscape.

(5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by—

(a) the person who owned the land on 18 July 1973, or

(b) a relative of that owner, or

(c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.

(6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed—

(a) if the land to be subdivided had an area of less than 10 hectares—nil, or

(b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or

(c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or

(d) if the land to be subdivided had an area of at least 80 hectares—3.

4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone C4

(1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.

(2) This clause applies to land identified as "1 ha" on the Lot Averaging Map.

(3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from

multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.

(4) Development consent must not be granted under this clause unless the consent authority is satisfied that—

(a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and

(b) each lot to be created by the subdivision contains a suitable land area for—

(i) a dwelling house, and

(ii) an appropriate asset protection zone relating to bush fire hazard, and

(iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and

(iv) other services related to the use of the land for residential occupation, and

(c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and

(d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

4.2E Subdivision of land in Zone C3

(1) The objective of this clause is to provide flexibility in the application of standards for the subdivision of certain land to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) Land in Zone C3 Environmental Management may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(3) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(4) A dwelling cannot be erected on a lot created under this clause.

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

CAMPBELLTOWN CITY COUNCIL

Issue Date: 12 July 2024
Application Number: 202402823
Receipt Number: 6286386

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: 81037853:54553

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

Property Address: 100 Biscay Circuit
MENANGLE PARK NSW 2563

Property Description: Lot 3000 DP 1293392

As at the date of issue, the following matters apply to the land subject of this certificate:

INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 (the Act)

ITEM 1 – Names of relevant planning instruments and development control plans

Planning Instrument: Campbelltown LEP 2015
Effect: R2 Low Density Residential

Planning Instrument: Campbelltown LEP 2015
Effect: R3 Medium Density Residential

Planning Instrument: Campbelltown LEP 2015
Effect: RE1 Public Recreation

Planning Instrument: Campbelltown LEP 2015
Effect: C4 Environmental Living

Planning Instrument: Campbelltown LEP 2015
Effect: R5 Large Lot Residential

Planning Instrument: Campbelltown LEP 2015
Effect: SP2 Infrastructure (Public Facilities)

Planning Instrument: Campbelltown LEP 2015

Effect: RU2 Rural Landscape

(1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

Local environmental plan (LEP)

Campbelltown LEP 2015

For further information about the local environmental plan, contact Council's City Development team on (02) 4645 4608.

Note from Department of Planning and Environment:

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the Planning Portal.

State environmental planning policies (SEPPs)

SEPP (Primary Production) 2021
SEPP (Resources and Energy) 2021
SEPP (Resilience and Hazards) 2021
SEPP (Industry and Employment) 2021
SEPP (Transport and Infrastructure) 2021
SEPP (Planning Systems) 2021
SEPP (Biodiversity and Conservation) 2021
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Housing) 2021
SEPP No.65 – Design Quality of Residential Apartment Development

For further information about these State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinately or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

Draft local environmental plans (LEPs)

None

For further information about these draft local environmental plans, contact Council's City Development team on (02) 4645 4608.

Draft State environmental planning policies (SEPPs)

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's City Development team on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

(a) The following zone(s) apply to the land subject of this certificate:

R2 Low Density Residential

R3 Medium Density Residential

RE1 Public Recreation

C4 Environmental Living

R5 Large Lot Residential

SP2 Infrastructure (Public Facilities)

RU2 Rural Landscape

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment's ePlanning Spatial Viewer, accessible via the NSW Planning Portal.

(b) The purposes for which the plan provides that development may be carried out without the need for development consent, may not be carried out except with development consent and is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the plan.

(c) Clause 2.5 and Schedule 1 of the planning instrument allows for additional permitted uses with development consent on particular land. Please check the plan schedule.

(d) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the plan. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.

(e) The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) The land subject of this certificate is not in a conservation area (however described).
(g) No item of environmental heritage (however described) is situated on the land subject of this certificate.

***Note**: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning maintains the AHIMS.*

ITEM 3 – Contribution plans

The following contribution plan(s) apply to the land subject of this certificate:

Menangle Park Contributions Plan 2020

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

For further information about these contribution plans, contact Council's City Development team on (02) 4645 4608.

ITEM 4 – Complying development

(1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Fire Safety Code – on all of the land

Container Recycling Facilities Code – on all of the land

Housing Code – on part of the land

Rural Housing Code – on part of the land

Commercial and Industrial (New Buildings and Additions) Code – on part of the land

Low Rise Housing Diversity Code – on part of the land

Agritourism and Farm Stay Accommodation Code – part of the land

Greenfield Housing Code – on part of the land
(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

(2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Code – on part of the land

Rural Housing Code – on part of the land

Commercial and Industrial (New Buildings and Additions) Code – on part of the land

Low Rise Housing Diversity Code – on part of the land

Greenfield Housing Code – on part of the land
(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

Inland Housing Code – on any part of the land
(Note: the Inland Code only applies to particular local government areas)

Because part of the land is reserved for a public purpose by an environmental planning instrument.

Note: *This information needs to be read in conjunction with the whole of the State environment planning policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.*

Note: *Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any complying development certificate application under the State environment planning policy, or a development application for any other type of development requiring consent from Council.*

Note: *Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of* State Environment Planning Policy (Exempt and Complying Development Codes) 2008. *It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.*

ITEM 5 – Exempt development

(1) Exempt development may be carried out on land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

There is no land within the Campbelltown City Council local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory

(2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

(3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

Campbelltown City Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: *Despite any references above advising that exempt development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of* State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. *It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.*

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Campbelltown City Council local government area.

ITEM 6 – Affected building notices and building product rectification orders

The Council is not aware that an affected building notice or building product rectification order is in force on the land that has not been fully complied with.

The Council is not aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding

Note: *In this item, affected building notice has the same meaning as in the* Building Products (Safety) Act 2017, *Part 4. Building product rectification order has the same meaning as in the* Building Products (Safety) Act 2017.

ITEM 7 – Land reserved for acquisition

An environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of all or part of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

ITEM 9 – Flood related development controls

(1) All or part of the land is within the flood planning area and it is subject to flood related development controls.

(2) The land is subject to flood related development controls as a result of all or part of it being between the flood planning area and the probable maximum flood.

(3) In this clause -

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

(a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.

(b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

(c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.

(d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.

(e) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

ITEM 11 – Bush fire prone land

All of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council - Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

Please note that in accordance with section 66 of the Rural Fires Act 1997 and relevant regulations, a Bush Fire Hazard Reduction Notice may have been issued on this land. It is recommended that advice be obtained from the Macarthur Zone Rural Fire Service.

Note: *In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review.*

Note: *Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline Planning for Bushfire Protection (as amended from time to time) available on the NSW Rural Fire Service website.*

Note: *The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.*

ITEM 12 – Loose-fill asbestos insulation

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

For more information visit the NSW Fair Trading website (www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation).

ITEM 13 – Mine subsidence

The land subject of this certificate is within a proclaimed Mine Subsidence District under the Coal Mine Subsidence Compensation Act 2017. The approval of Subsidence Advisory NSW is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with Subsidence Advisory NSW regarding mine subsidence and any surface development guidelines. Subsidence Advisory NSW can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Coal Mine Subsidence Compensation Act 2017. For further information, contact the local Subsidence Advisory NSW office (www.subsidenceadvisory.nsw.gov.au).

ITEM 14 – Paper subdivision information

(1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.

(2) No subdivision order applies to the land subject of this certificate.

ITEM 15 – Property vegetation plans

No property vegetation plan applies to the land subject of this certificate.

Please note that the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.

ITEM 16 – Biodiversity stewardship sites

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

Please note that biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

ITEM 17 – Biodiversity certified land

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Please note that biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

ITEM 19 - Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The Coastal Management Act 2016 and Local Government Act, section 496B do not apply to land in the Campbelltown City Council local government area.

ITEM 20 – Western Sydney Aerotropolis

Not affected.

ITEM 21 – Development consent conditions for seniors housing

a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

(1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

(2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

All properties within the Campbelltown City local government area may be affected by flooding caused by overland flow or local topography. Applicants will need to make their own assessment of the risk associated with these matters. For more information, please complete a Stormwater Advice Request Form that is available on Council's website or by contacting Council on 4645 4000.

Council has received a copy of the map – "Hydrogeological Landscapes – Overall Salinity Hazard - Western Sydney Study Area" and "Hydrogeological Landscapes – Sydney Metropolitan - Western Study Area" from the New South Wales Office of Environmental Heritage (NSW OEH) This map classifies the land within the Campbelltown City local government area as having salinity. Salinity issues may be of relevance to any development of the land subject of this certificate. For further information use the link: https://www.environment.nsw.gov.au/topics/land-and-soil/soil-degradation/salinity/type-of-salinity-and-their-prevention.

It should be noted that the Commonwealth Department of Infrastructure and Regional Development has released a document titled "Preliminary Flight Paths" purporting to provide preliminary information on jet aircraft flight paths and flight zones for each of the design options for the Second Sydney Airport Proposals. Some of the flight paths and flight zones shown in this document may, if implemented, impact upon the environment in the vicinity of the land subject of this certificate. Further enquiries in respect of this document should be directed initially to the Commonwealth Department of Infrastructure and Regional Development.

The land subject of this certificate has a boundary to a controlled access road.

The Local Government (General) Regulation, 2005 requires all owners of property that contain a wastewater management system (for example a septic tank system, aerated wastewater treatment system or similar wastewater treatment device) to have a current "Approval to Operate a Wastewater Management System".

In particular, new purchasers of properties should be aware of the following:

1. It is the responsibility of new property owners to apply to Council for a new Approval to Operate.

2. An existing Approval to Operate becomes void upon a change of property ownership. A new owner may operate a wastewater management system for up to three (3) months without obtaining a new approval.

New property owners should make their own enquiries to ensure any wastewater management system is performing satisfactorily and in accordance with legislative requirements. For further

information please contact Council's Compliance Services Section on (02) 4645 4604.

The following draft development control plans (DCPs), that have been placed on exhibition by Council but which have not yet come into effect, apply to the land subject of this certificate:
Draft Campbelltown (Sustainable City) DCP 2015 Amendment No.11

For further information about these draft development control plans, contact Council's Environmental Planning Section on (02) 4645 4608.



Jim Baldwin, per
Director City Development

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To enable development for purposes other than residential only if that development is compatible with the character of the living area and is of a domestic scale.
- To minimise overshadowing and ensure a desired level of solar access to all properties.
- To facilitate diverse and sustainable means of access and movement.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Semi-detached dwellings

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a wide range of housing choices in close proximity to commercial centres, transport hubs and routes.
- To enable development for purposes other than residential only if that development is compatible with the character and scale of the living area.
- To minimise overshadowing and ensure a desired level of solar access to all properties.

2 Permitted without consent

Nil

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home occupations; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To provide for land uses compatible with the ecological, scientific, cultural or aesthetic values of land in the zone.
- To facilitate the multiple use of certain open space areas.
- To facilitate development that is ancillary or incidental to the special land uses provided for in this zone.
- To provide for the sufficient and equitable distribution of public open space to meet the needs of the local community.
- To preserve and rehabilitate bushland, wildlife corridors and natural habitat, including waterways and riparian lands, and facilitate public enjoyment of these areas.
- To provide for the retention and creation of view corridors.
- To protect and enhance areas of scenic value and the visual amenity of prominent ridgelines.
- To preserve land that is required for public open space or recreational purposes.

2 Permitted without consent

Nil

3 Permitted with consent

Boat launching ramps; Camping grounds; Car parks; Community facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Heliports; Information and education facilities; Jetties; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restaurants or cafes; Roads; Signage; Small bars; Water recreation structures; Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone C4 Environmental Living

1 Objectives of zone

- To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- To ensure that residential development does not have an adverse effect on those values.
- To conserve the rural and bushland character of land that forms the scenic eastern edge of Campbelltown's urban area.
- To protect and enhance areas of scenic value and the visual amenity of prominent ridgelines.
- To maintain significant stands of native vegetation and wildlife and riparian corridors.
- To ensure the preservation and maintenance of environmentally significant and environmentally sensitive land.

2 Permitted without consent

Home occupations

3 Permitted with consent

Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Horticulture; Home-based child care centres; Home businesses; Home industries; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads;
Viticulture; Water supply systems

4 Prohibited

Industries; Service stations; Warehouse or distribution centres; Any other
development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone R5 Large Lot Residential

1 Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To enable development for certain purposes other than residential only if that development is compatible with the character and scale of the living area.
- To minimise overshadowing and ensure a desired level of solar access to all properties.

2 Permitted without consent

Home occupations

3 Permitted with consent

Building identification signs; Business identification signs; Child care centres;
Community facilities; Dual occupancies (attached); Dwelling houses; Emergency
services facilities; Environmental facilities; Environmental protection works;
Exhibition homes; Exhibition villages; Flood mitigation works; Home-based child care; Home businesses; Home industries; Recreation areas; Recreation facilities
(outdoor); Respite day care centres; Roads

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone SP2 Infrastructure

1 Objectives of zone

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.
- To encourage activities involving research and development.
- To optimise value-adding development opportunities, particularly those associated with research.
- To provide for the retention and creation of view corridors.
- To preserve bushland, wildlife corridors and natural habitat.
- To maintain the visual amenity of prominent ridgelines.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Flood mitigation works; Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

4 Prohibited

Any development not specified in item 2 or 3

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Attachment 1

Campbelltown Local Environmental Plan 2015

Zone RU2 Rural Landscape

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To preserve and enhance bushland, wildlife corridors, natural habitat and water resources, including waterways, ground water and riparian land.
- To protect and enhance areas of scenic value, and the visual amenity of prominent ridgelines, by minimising development and providing visual contrast to nearby urban development.

2 Permitted without consent

Extensive agriculture; Home occupations

3 Permitted with consent

Agricultural produce industries; Animal boarding or training establishments; Bed and breakfast accommodation; Boat launching ramps; Building identification signs; Business identification signs; Camping grounds; Car parks; Cellar door premises; Child care centres; Community facilities; Dual occupancies (attached); Dwelling houses; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Helipads; Home-based child care; Home businesses; Home industries; Information and education facilities; Intensive plant agriculture; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Roadside stalls; Rural workers' dwellings; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

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Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

(1) The objectives of this clause are as follows—

(a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,

(b) to ensure that the density of settlement will be compatible with the objectives of the zone,

(c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,

(d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,

(e) to facilitate viable agricultural undertakings,

(f) to protect the curtilage of heritage items and heritage conservation areas,

(g) to facilitate a diversity of housing forms.

(2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause does not apply in relation to the subdivision of any land—

(a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or

(b) by any kind of subdivision under the *Community Land Development Act 1989*.

(4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.

(4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.

(4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—

(a) each lot has a minimum lot size of not less than 375m^2, and

(b) no more than 65 lots have a lot size of less than 450m^2, and

(c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m^2, and

(d) each lot is located not more than 200m from a bus route, community centre or open space area.

4.1AA Minimum subdivision lot size for community title schemes

(1) The objectives of this clause are as follows—

(a) to provide for the proper and orderly development of land,

(b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,

(c) to protect the curtilage of heritage items and heritage conservation areas.

(2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone R2 Low Density Residential,

(c) Zone R3 Medium Density Residential,

(d) Zone R5 Large Lot Residential,

(e) Zone C3 Environmental Management,

(f) Zone C4 Environmental Living,

but does not apply to a subdivision by the registration of a strata plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause applies despite clause 4.1.

4.1A (Repealed)

4.1B Minimum subdivision lot sizes for dual occupancies in certain zones

(1) The objectives of this clause are as follows—

(a) to achieve planned residential density in certain zones,

(b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,

(c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,

(d) to prevent the fragmentation of land.

(2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.

(3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if—

(a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and

(b) the lot size of each resulting lot will be at least 300 square metres, and

(c) the subdivision will not result in more than one principal dwelling on each resulting lot.

4.1C Minimum qualifying site area and lot size for certain residential and centre-based child care facility development in residential zones

(1) The objectives of this clause are as follows—

(a) to achieve planned residential densities in certain zones,

(b) to achieve satisfactory environmental and infrastructure outcomes,

(c) to minimise any adverse impact of development on residential amenity,

(d) to minimise land use conflicts.

(2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.

(3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.

(4) This clause does not apply to land identified as "Ingleburn Narrow Lots" on the Clause Application Map.

Column 1	Column 2	Column 3	Column 4
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Centre-based child care facilities	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

4.1D Minimum lot sizes for certain land uses in certain environment protection zones

(1) The objectives of this clause are as follows—

(a) to allow for certain non-residential land uses,

(b) to minimise any adverse impact on local amenity and the natural environment,

(c) to achieve satisfactory environmental and infrastructure outcomes,

(d) to minimise land use conflicts.

(2) This clause applies to land in the following zones—

(a) Zone C3 Environmental Management,

(b) Zone C4 Environmental Living.

(3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

Column 1	Column 2	Column 3
Animal boarding or training establishments	Zone C3 Environmental Management	5 hectares
Educational	Zone C3 Environmental Management or	10

establishments	Zone C4 Environmental Living	hectares
Places of public worship	Zone C3 Environmental Management	10 hectares

4.1E Exception to minimum lot sizes for certain land in Mount Gilead Urban Release Area

(1) This clause applies to that part of Lot 3, DP 1218887, Appin Road, Gilead that is in Zone RU2 Rural Landscape.

(2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land if the consent authority is satisfied that the subdivision is for the purpose of facilitating the development of land that is—

(a) in Zone R2 Low Density Residential, and

(b) identified as "Mount Gilead Urban Release Area" on the Urban Release Area Map.

4.1F Exception to minimum lot sizes for certain land in Glenfield

(1) This clause applies to that part of Lot 91, DP 1155962 that is in Zone RU2 Rural Landscape.

(2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land.

(3) A dwelling cannot be erected on a lot created under this clause.

4.1G Exception to minimum subdivision lot sizes for certain residential development in Maryfields Urban Release Area

(1) The objective of this clause is to provide flexibility in the application of lot size standards for residential development on larger sized lots on land in Zone R3 Medium Density Residential in the Maryfields Urban Release Area.

(2) This clause applies to land in Zone R3 Medium Density Residential and identified as "Maryfields Urban Release Area" on the Urban Release Area Map.

(3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies on which is lawfully erected a type of residential accommodation if—

(a) the size of each lot to be subdivided is at least 1800 square metres, and

(b) each lot resulting from the subdivision will be at least 225 square metres and will have an erected single dwelling, and

(c) each lot resulting from the subdivision will have a single dwelling that is in existence and for which an occupation certificate was issued before the consent was granted.

4.2 Rural subdivision

(1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) This clause applies to the following rural zones—

(a) Zone RU1 Primary Production,

(b) Zone RU2 Rural Landscape,

(baa) Zone RU3 Forestry,

(c) Zone RU4 Primary Production Small Lots,

(d) Zone RU6 Transition.

Note—

When this Plan was made it did not include all of these zones.

(3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(5) A dwelling cannot be erected on such a lot.

Note—

A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones

(1) The objectives of this clause are as follows—

(a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,

(b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,

(c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.

(2) This clause applies to land in the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone C3 Environmental Management,

(c) Zone C4 Environmental Living.

(3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—

(a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or

(b) is a lot created under this Plan (other than clause 4.2(3)), or

(c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or

(d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or

(e) is an existing holding, or

(f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by—

(i) a minor realignment of its boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note—

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

(4) Development consent must not be granted under subclause (3) unless—

(a) no dwelling house or dual occupancy (attached) has been erected on the land, and

(b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and

(c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.

(5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).

(6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.

(7) In this clause—

existing holding means land that—

(a) was a holding on the relevant date, and

(b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

relevant date means—

(a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan—

(i) for land identified as "25 February 1977" on the Former LEP and IDO Boundaries Map—25 February 1977, or

(ii) for land identified as "15 July 1977" on the Former LEP and IDO Boundaries Map—15 July 1977, or

(iii) for land identified as "3 November 1978" on the Former LEP and IDO Boundaries Map—3 November 1978, or

(b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or

(c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or

(d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or

(e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or

(f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

Note—

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

4.2B Erection of rural workers' dwellings on land in Zones RU2 and C3

(1) The objectives of this clause are as follows—

(a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,

(b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.

(2) This clause applies to land in the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone C3 Environmental Management.

(3) Development consent must not be granted for the erection of a rural worker's dwelling on land to which this clause applies unless the consent authority is satisfied that—

(a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and

(b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and

(c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and

(d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and

(e) there will be not more than one rural worker's dwelling on the lot, and

(f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and C3

(1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision—

(a) *Campbelltown Local Environmental Plan No 1*,

(b) *Interim Development Order No 15—City of Campbelltown*.

(2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that—

(a) was in existence on 26 June 1981, and

(b) is in Zone C3 Environmental Management, and

(c) has an area of at least 10 hectares.

(3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.

(4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that—

(a) was in existence on 18 July 1973, and

(b) is in Zone RU2 Rural Landscape.

(5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by—

(a) the person who owned the land on 18 July 1973, or

(b) a relative of that owner, or

(c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.

(6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed—

(a) if the land to be subdivided had an area of less than 10 hectares—nil, or

(b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or

(c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or

(d) if the land to be subdivided had an area of at least 80 hectares—3.

4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone C4

(1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.

(2) This clause applies to land identified as "1 ha" on the Lot Averaging Map.

(3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.

(4) Development consent must not be granted under this clause unless the consent authority is satisfied that—

(a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and

(b) each lot to be created by the subdivision contains a suitable land area for—

(i) a dwelling house, and

(ii) an appropriate asset protection zone relating to bush fire hazard, and

(iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and

(iv) other services related to the use of the land for residential occupation, and

(c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and

(d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

4.2E Subdivision of land in Zone C3

(1) The objective of this clause is to provide flexibility in the application of standards for the subdivision of certain land to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) Land in Zone C3 Environmental Management may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(3) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(4) A dwelling cannot be erected on a lot created under this clause.

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au

Service Location Print

Application Number: 8002580424



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Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 10.6
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number — 25, 6, 8
- Lot Number — 26, 27, 10, 28, 12
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
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Service Location Print

Application Number: 8002663819



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Disclaimer
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- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 10.8
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
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- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
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Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

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- Easement Line
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- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

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- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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Service Location Print

Application Number: 8002663838



Document generated at 26-07-2023 03:50:46 PM

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Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaift EDUCT — VSE
- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 10.8
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number — 25, 6, 8
- Lot Number — 26, 27, 10, 28, 12
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
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26 June 2023

Infotrack Pty Limited

Reference number: **8002580397**

Property address: **Lot 1 Menangle Rd Glen Alpine NSW 2560**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

Jodie Gray
Manager Customer Accounts

26 June 2023

Infotrack Pty Limited

Reference number: **8002580426**

Property address: **Lot 1 Menangle Rd Menangle Park NSW 2563**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

Jodie Gray
Manager Customer Accounts

26 July 2023

Infotrack Pty Limited

Reference number: **8002663867**

Property address: **Lot 7 Menangle Rd Glen Alpine NSW 2560**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

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Yours sincerely

Jodie Gray
Manager Customer Accounts

Enquiry ID	3953037
Agent ID	81429403
Issue Date	26 Jul 2023
Correspondence ID	1769262716
Your reference	80197302

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D236059/3	MENANGLE RD MENANGLE PARK 2563	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

This Certificate also relates to the following Land ID(s) contained in a single valuation with the above land: D707225/1, D787284/7, D249393/1, D727098/1, D708770/1, D1097090/124, D1097138/125, D1101983/33, D1247661/1

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,



Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:
- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Australian Government
Australian Taxation Office

DAHUA GROUP SYDNEY PROJECT 3 PTY LTD
SUITE 2 LEVEL 20
201-217 ELIZABETH STREET
SYDNEY NSW 2000

Our reference: 7138375353368
Phone: 13 28 66

28 April 2023

Your foreign resident capital gains withholding clearance certificate

- Purchasers are not required to withhold and pay an amount
- Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410784599533
Vendor name	DAHUA GROUP SYDNEY PROJECT 3 PTY LTD
Clearance Certificate Period	28 April 2023 to 29 April 2024

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at **ato.gov.au/FRCGW**

CONTACT US

In Australia? Phone us on **13 28 66**

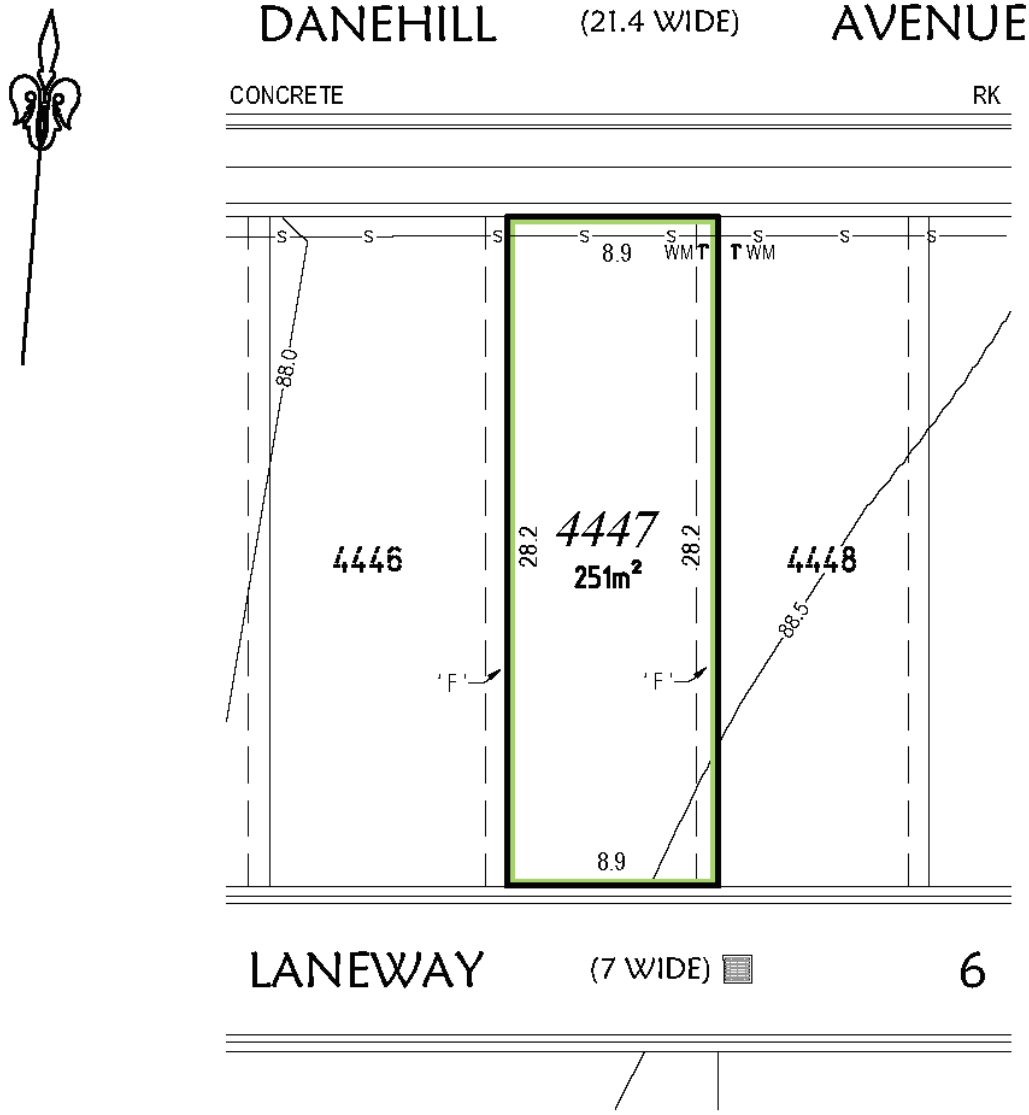
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Attachment 8 - Lot Disclosure Plan

Menangle Park

LIVE LIFE AT YOUR OWN PACE

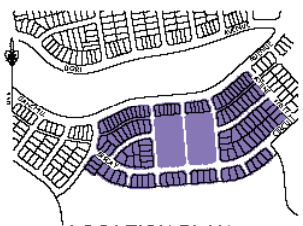
LOT 4447



LEGEND

RK	ROLL KERB
▣	STORMWATER PIT
48.5	DESIGN CONTOURS
S	SEWER LINE
WM	WATER METER
— — —	EASEMENT

'F' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (F)



LOCATION PLAN
(NOT TO SCALE)

menanglepark.com.au | 1300 001 158

DAHUA GROUP

DISCLAIMER: The content of this flyer was produced prior to planning approval, statutory approval and commencement of construction. Photographs and artist's impressions depicting the Menangle Park project and surrounding area are intended as a guide only and subject to change. Information and images relating to the public open space areas and the surroundings are indicative only. All outlines depicting areas are indicative only. Prospective purchasers should make their own enquiries. Dahua Group Sydney Project 2 Pty Ltd ABN 80 606 391 235 and Dahua Group Sydney Project 3 Pty Ltd ABN 49 606 391 922.

C&R REF.: 1786-5G ST4.2 F03 [06].dwg P.M.: P.S.