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Deed

Edmondson Park Precincts 3, 5 and 9

Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Liverpool City Council

**The Minister administering the *Environmental
Planning & Assessment Act 1979***

Landcom

Dated: 29 June 2026

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Regulatory Compliance Tables

Table 1 – Provisions of Act

Act Provision	Requirement	Compliance
S.7.4(1)	'Planning Authority'	Council and the Minister
	'Developer'	Landcom
	Development Application / Modification Application	See definitions of 'Subsequent DA' and 'Modification Application' in clause 1.1
	Development Contributions	See Part 2 and Development Contributions Table
S.7.4(1), (2)	Public Purpose	See Column 4 of the Development Contributions Table
S.7.4(3)(a)	Land	See Definition of 'Land' in clause 1.1
S.7.4(3)(b)(i)	Instrument Change	N/A
S.7.4(3)(b)(ii)	Development	See definition of 'Development' in clause 1.1
S.7.4(3)(c)	Details of Developer's Provision	See Development Contributions Table
S.7.4(3)(d)	Whether s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act Apply to the Development	See clauses 8.1 to 8.5
S.7.4(3)(e)	Whether benefits under Deed are or are not to be taken into consideration in determining a Development Contribution under s7.11	N/A
S.7.4(3)(f)	Mechanism for the Resolution of Disputes	See Part 3



S.7.4(3)(g)	Enforcement of the Agreement by a Suitable Means in the Event of Breach by the Developer	See Part 4
S.7.4 (10)	Conformity of Agreement with Act, Environmental Planning Instruments, & Development Consents Applying to the Land	Yes
S.7.5	Public Notice & Public Inspection of Draft Agreement	Yes
S.7.6	Registration	See Part 5
S.6.15(1)(d)	If the Development involves the subdivision of land, does this Agreement impose requirements that are required to be complied with before a subdivision certificate is issued?	Yes

Table 2 – Provisions of Regulation

Regulation Provision	Requirement	Compliance
Environmental Planning and Assessment Regulation 2021		
S.203(1)	Form & Subject-Matter	Yes
S.203(7)	Secretary's Practice Note	Yes
S.204	Public Notice & Public Inspection of Draft Agreement	Yes
S.205	Explanatory Note	See Appendix
Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021		
Ss.21, 34	If the Development involves building work or subdivision work, does the Agreement specify requirements that are required to be complied with before a construction certificate or subdivision works certificate for the work is issued?	Yes, see Development Contributions Table



Parties

Council	Liverpool City Council ABN 84 181 182 471 of Ground Floor, 50 Scott Street, Liverpool NSW 2170
Minister	Minister administering the <i>Environmental Planning & Assessment Act 1979</i> ABN 20 770 707 468 c/- NSW Department of Planning, Housing and Infrastructure of 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150.
Developer	Landcom ABN 79 268 260 688 of Level 14, 60 Station Street Parramatta New South Wales 2150.

Background

- A The Land is partly owned by the Developer, partly owned by the Planning Ministerial Corporation and partly owned by private entities being companies which are part of the Urban Property Group and Golden Properties NSW Pty Limited.
- B The Office of Strategic Lands (**OSL**) administers the Planning Ministerial Corporation. The Developer has entered into arrangements with the OSL in respect of land owned by the Planning Ministerial Corporation which enable it to meet its obligations under this Deed.
- C On 18 August 2011, the NSW Planning Assessment Commission granted a Part 3A Concept Approval to Concept Plan Application MP10_0118 for residential and commercial development on the Land.
- D The Developer offered to enter into this Deed in connection with the modification of the Concept Approval by Mod 5 and the development of up to 3030 dwellings in Precinct 9. Condition 1.8B of the Concept Approval, as modified, requires that this Deed be entered into.
- E The Developer offers to make the Development Contributions required by this Deed in connection with the Concept Approval, to provide public amenities and services in connection with development of Precincts 3, 5 and 9.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

Definitions

- 1.1 In this Deed, the words and phrases appearing in Column 1 of the following table have the meaning set out in Column 2 of that table corresponding to those words or phrases except in so far as the context or subject-matter otherwise indicates or requires:

Table

Column 1	Column 2
Word or phrase	Meaning
Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Approval	includes approval, consent, licence, permission or the like.
Authority	means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the <i>Local Government Act 1993</i> (NSW), or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.
Bank Guarantee	means an irrevocable and unconditional undertaking in favour of Council without any expiry date or end date provided by the Sydney Office



	of an Australian bank or financial institution approved in writing by Council to pay an amount or amounts of money to Council on demand.
Claim	includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.
Completion	in relation to the Developer Works or a specified part of the Developer Works, occurs when the Developer has issued a Completion Notice to Council in accordance with clause 34 of Schedule 6 and the Developer Works are complete or deemed complete in accordance with Schedule 6.
Concept Approval	the approval granted to MP 10-0118 by the Minister for Planning on 18 August 2011 pursuant to the former Part 3A of the Act, as modified up until the date of this Deed.
Conservation Agreement	means the agreement between the Minister for the Environment, Heritage and the Arts on behalf of the Commonwealth of Australia, the NSW Minister for Climate Change and the Environment and the NSW Minister for Planning on behalf of the NSW Government dated 20 August 2009.
Construction Certificate	has the same meaning as in the Act.
Construction Contract	means a contract or arrangement entered into between Landcom as principal and another person under which the other person undertakes to provide Work required by this Deed, or to supply related goods and services, for Landcom.



Contractor	means the contractor under the Construction Contract.
Contribution Value	in relation to an Item specified in the Development Contributions Table means the \$ amount specified in Column 6 of that Table corresponding to the Item.
Contributions Plan or CP	means the <i>Liverpool Contributions Plan 2008 – Edmondson Park</i> .
Cost	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
CPI	means the ‘ <i>Consumer Price Index – Sydney All Groups</i> ’ published by the Australian Bureau of Statistics.
Dedication Land	means land that is required to be dedicated to the Council free of cost under this Deed.
Deed	means this Deed and includes any schedules, annexures and appendices to this Deed.
Defect	means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work, or will require maintenance or rectification works to be performed on them at some time in the future as a result of the existence of a defect.
Defects Liability Period	means, in relation to the whole or any specified part of the Developer Works, the period of 12 months commencing on the day immediately after a Practical Completion Certificate is issued by the Council for the Developer Work.

Defect Notice

means a notice in writing:

- (a) identifying the nature and extent of a Defect or incomplete Work, and
- (b) specifying the works or actions that are required to Rectify the Defect or incomplete Work, and
- (c) specifying the date by which or the period within which the Defect or incomplete Work is to be rectified, which date or period must not be unreasonable having regard to the nature of the Defect or incomplete Work.

Design Documentation

has the meaning given to that term in clause 8 of Schedule 6.

Developer Works

means works described in column 4, which are identified as 'Works' in column 3 of the Development Contributions Table that the Developer is required to provide under this Deed.

Developer Works Provisions

means the provisions contained in Schedule 6.

Development

means development pursuant to the Concept Approval (as modified by Mod 5), and any Subsequent Development Consent on the land in Precincts 3, 5 and 9 to enable the development of a maximum of:

- (a) 3030 dwellings in Precinct 9;
- (b) 270 dwellings in Precinct 3; and



(c) 1 additional environmental living lot in Precinct 5.

Development Application

means a development application within the meaning of the Act.

Development Consent

has the meaning given by the Act.

Development Contribution

means the dedication of land free of cost, a monetary contribution, the provision of any other material public benefit including but not limited to the provision of Works, or any combination of them.

Developer Contributions Location Plan

means the plan contained in Schedule 5 showing the location of the Developer Works.

Development Contributions Table

means the table contained in Schedule 4.

Dispute

means a dispute or difference between the Parties under or in relation to this Deed.

Dwelling Cap

means the number of dwellings noted in column 2 of the table in Schedule 7 for the corresponding part of the of the land in Precinct 3 or 9 noted in column 1 of the table in Schedule 7.

ELNO

has the meaning given to that term in the Participation Rules.

Equipment

means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of Landcom in connection with the performance of its obligations under this Deed.

Final Lot

means a lot created in the Development for separate residential occupation and



disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

GST

has the same meaning as in the GST Law.

GST Law

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

Item

means a numbered item appearing in the Development Contributions Table.

Item of Works

means an Item of Developer Works

Just Terms Act

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

Land

means the land specified in Schedule 2.

Landowner

means an owner of any part of the Land, other than Landcom, as specified in Schedule 2.

Maintain

in relation to Developer Works, means keep in a good state of repair and working order, and includes repair of any damage to the Works.

Maintenance Period

in relation to Developer Works means the period set out in the Development Contributions Table (if any) for the Developer



	Work commencing on the date a Practical Completion Certificate is issued for the Developer Work.
Mod 5	means the modification of the Concept Approval being MP 10_0118 MOD 5 which was approved on 14 February 2025.
Modification Application	means an application under s4.55 of the Act.
N/A	means Not Applicable.
Occupation Certificate (OC)	has the same meaning as in the Act.
Operations and Maintenance Plan	means in respect of an Item of Works a plan including an operations manual for the Item of Works, and a maintenance plan dealing with maintenance type and frequency.
Participation Rules	means the participation rules as determined by the <i>Electronic Conveyancing National Law</i> as set out in the <i>Electronic Conveyancing (Adoption of National Law) Act 2012</i> (NSW).
Party	means a party to this Deed.
PEXA	means Property Exchange Australia Ltd.
PMC Land	mean the land owned by the Planning Ministerial Corporation specified in Schedule 2.
Precinct 3, Precinct 5 and Precinct 9	mean the areas of the Land marked as such on the Precinct 3 Plan, Precinct 5 Plan and Precinct 9 Plan contained in Schedule 3.
Precinct 3 Plan, Precinct 5 Plan and Precinct 9 Plan	means each of the plans in Schedule 3



Principal Contractor	means the Person defined in as the Principal Contractor under the <i>Work Health and Safety Act 2011</i> (NSW) or <i>Work Health and Safety Regulation 2011</i> (NSW) or an equivalent under Commonwealth work health and safety laws.
Public Domain and Landscape Plan	means the Plan - Public Domain and Landscape Plan, Section 5.2 submitted with Mod 5.
Purchaser Land	means the land owned by the UPG Entities and Golden Properties NSW Pty Ltd (ACN 668 252 006) specified in Schedule 2.
Rectify	means rectify, remedy or correct.
Regulation	means the <i>Environmental Planning and Assessment Regulation 2021</i> (NSW).
Security	means a Bank Guarantee or bond or other form of security satisfactory to Council or, in the case of Landcom only, a bond issued by Treasury Corporation.
Subdivision Certificate	has the same meaning as in the Act.
Subsequent DA	means any Development Application for any part of the Development made pursuant to the Concept Approval (as modified by Mod 5).
Subsequent Development Consent	means any Development Consent granted to any Subsequent DA.
Technical Data	means all technical know-how and information in material form, including manuals,



designs, standards, specifications, reports, models, plans, drawings, calculations, software, source code and test results.

UPG Entities

means:

- (a) Edmondson Village 1 Pty Ltd (ACN 654 133 007);
- (b) Edmondson Village 2 Pty Ltd (ACN 654 134 219);
- (c) Edmondson Village 3 Pty Ltd (ACN 654 137 149);
- (d) Edmondson Village 5 Pty Ltd (ACN 654 138 208);
- (e) Edmondson Place 5 Pty Ltd (ACN 654 138 628).

WHS

means work health and safety.

WHS Law

means the *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulation 2011* (NSW).

Work

means the physical result of carrying out work in, on, over or under land.

Works-As-Executed Plan

means detailed plans and specifications of Developer Works carried out by the Developer.

Interpretation

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
 - 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
 - 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday or a public holiday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.

- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication at no cost to Council.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
 - 3.1.1 all executed the same copy of this Deed, or
 - 3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

4 Application of this Deed

- 4.1 This Deed applies to the Land and to the Development.

5 Warranties

- 5.1 The Developer warrants to Council and the Minister that it is:
 - 5.1.1 legally and beneficially entitled to the Land, except for the PMC Land and Purchaser Land;
 - 5.1.2 has full capacity to enter into this Deed, and
 - 5.1.3 able to fully comply with their obligations under this Deed.
- 5.2 With respect to the PMC Land, the Developer warrants that it has entered into arrangements with Office of Strategic Lands which enable the Developer to meet its obligations under this Deed.
- 5.3 The Developer warrants to Council and the Minister that it has the Landowners' consent to register this Deed on the title to the Purchaser Land.

6 Further agreements

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

7 Surrender of right of appeal, etc.

- 7.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

8 Application of s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act to the Development

Section 7.11 of the Act

- 8.1 This Deed excludes the application of section 7.11 of the Act to the Development.

Section 7.12 of the Act

- 8.2 This Deed excludes the application of section 7.12 of the Act to the Development.

Subdivision 4 of Division 7.1 of the Act

- 8.3 This Deed does not exclude the application of Subdivision 4 of Division 7.1 of the Act to the Development.

Exceptions to exclusion of sections 7.11 and 7.12

- 8.4 Notwithstanding clauses 8.1 and 8.2, this Deed does not exclude the application of sections 7.11 and 7.12 of the Act to the development of any dwelling approved by a Subsequent Development Consent on a parcel of the Land specified in column 1 of the table in Schedule 7, in excess of the Dwelling Cap for that parcel of the Land.

Excision of Land for Concept Approval

- 8.5 If a modification to the Concept Approval after the date of this Deed has the effect that the Concept Approval no longer applies to a parcel of the Land specified in column 1 of the table in Schedule 7, this clause 8 continues to apply to that parcel of the Land for the purpose of excluding the application of sections 7.11 and 7.12 of the Act to the development on that parcel of the Land up to the Dwelling Cap, and for that purpose, the reference in this clause 8 to 'Development' includes any development for dwellings on that part of the Land, and 'Subsequent Development Consent' means any Development Consent granted to a Development Application for the development of dwellings on that part of the Land.

Part 2 – Development Contributions

9 Provision of Development Contributions

Development Contributions

- 9.1 The Developer is to make Development Contributions, including Developer Works which are located on land not owned by the Developer, to the Council in accordance with the Development Contributions Table and any other provision of this Deed requiring the Developer to make Development Contributions.
- 9.2 Each Development Contribution that is a monetary contribution is to be indexed in accordance with the following formula:

$$A = B \times C/D$$

where:

- A** = the indexed amount;
- B** = the Contribution Value for the respective Development Contribution;
- C** = the CPI most recently published before the date that the Development Contribution is made; and
- D** = the CPI published in the March 2026 quarter.]

Application of Development Contributions

- 9.3 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

10 Monetary Development Contributions

Payment of monetary Development Contributions

- 10.1 The Developer must pay a monetary Development Contribution by the time specified in the Development Contribution Table.
- 10.2 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

Credit for Development Contributions paid under Subsequent Development Consents

- 10.3 If any development contributions are required to be paid under Subsequent Development Consents pursuant to s7.11 or 7.12 of

the Act, (whether or not the Subsequent Development Consent in question was granted before or after the modification of the Concept Approval by Mod 5, and including the Development Consents granted to UPG Entities in respect of the Purchaser Land), then Landcom will be issued with a credit in the amount of the development contributions required to be paid under the Subsequent Development Consents, up to the Dwelling Cap for the land to which the relevant Subsequent Development Consents relate (**Contribution Credit**).

- 10.4 Notwithstanding clause 10.1, or any other provision of this Deed, an obligation to pay a monetary Development Contribution can be satisfied:
- 10.4.1 in the manner specified in clause 10.1;
 - 10.4.2 by the application of Contribution Credits; or
 - 10.4.3 by a combination of the application of Contribution Credits and payment in accordance with clause 10.1, provided the sum of the value of the Contribution Credits and the amount paid in accordance with clause 10.1 equals the amount payable.
- 10.5 The Developer acknowledges and agrees that a Contribution Credit issued under clause 10.3 may only be applied to satisfy a monetary Development Contribution under this Deed and must not be used for any other development within Council's local government area.

11 Dedication of land

When dedication of land made

- 11.1 The Developer must dedicate the Dedication Land to Council by the time specified in the Development Contributions Table.
- 11.2 A Development Contribution comprising Dedication Land is dedicated for the purposes of this Deed when:
- 11.2.1 a deposited plan is registered in the register of plans held with the Registrar-General that dedicates the Dedication Land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW), or
 - 11.2.2 the Council is given evidence that a transfer of the Dedication Land to the Council has been effected by means of electronic lodgement and registration through PEXA or another ELNO.

The Developer to facilitate dedication

- 11.3 The Developer is to do all things reasonably necessary to procure the dedication of Dedication Land and to enable registration of any instrument of transfer to occur.

Dedicated Land to be free of encumbrances

- 11.4 The Developer is to ensure that Dedication Land is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council, or as disclosed in this Deed.

Request by the Developer

- 11.5 If, having used all reasonable endeavours, the Developer cannot ensure that the Dedication Land is free from all encumbrances and affectations, the Developer may request that Council agree to accept the land subject to those encumbrances and affectations, and Council will not unreasonably withhold its agreement.
- 11.6 If the Developer has failed to materially comply with the requirements of clauses 11.4 and 11.5, or clause 12 of this Deed in respect of part of the Dedication Land, the Developer acknowledges and agrees that Council is under no obligation to accept or acquire that part of the Dedication Land, though Council may do so in its absolute discretion.

Dedication of Land on which Developer Works are located

- 11.7 Any Dedication Land on which Developer Works are required to be constructed is not to be dedicated to Council until the Developer Works have reached Completion, and for the avoidance of doubt, the relevant Developer Works must be completed prior to the date on which the part of the Dedication Land on which they are located is required to be dedicated in accordance with this Deed.

12 Contamination and remediation

- 12.1 Where the Developer is required to dedicate or procure the dedication of the Dedication Land under this Deed, the Developer must comply with this clause 12.
- 12.2 For the purposes of this clause 12:
- 12.2.1 **Contamination** has the same meaning as in the *Contaminated Lands Management Act 1997* (NSW);
- 12.2.2 **Contaminated** means subject to Contamination;
- 12.2.3 **Intended Use** means in respect of each part of the Dedication Land, the purpose for the dedication as

specified in column 4 of the Development Contributions Table for the Item of Dedication Land, including:

- (a) any Item of Works to be constructed on that part of the Dedication Land;
- (b) in respect of the land identified in Item B1 of the Development Contributions Table:
 - (i) the raised pedestrian boardwalk across Maxwells Creek to provide a passive recreation link for pedestrians connecting Roosevelt Crescent and Maxwells Crescent; and
 - (ii) construction of a raingarden, as described in Item B2.

12.2.4 **Site Audit Statement** means a site audit statement within the meaning of the *Contaminated Lands Management Act 1997* (NSW) or other written confirmation from a Site Auditor that the Dedication Land is suitable for its Intended Use.

12.2.5 **Site Auditor** has the same meaning as in the *Contaminated Lands Management Act 1997* (NSW).

12.3 Prior to the dedication or transfer of any part of the Dedication Land, the Developer must, at its cost, obtain and provide to Council a Site Audit Statement in respect of that part of the Dedication Land, which confirms that the Dedication Land in its present form is suitable for the Intended Use.

12.4 Notwithstanding clause 12.3, Landcom will endeavour to provide a Site Audit Statement for the land identified in Item B1 within Maxwells Creek (**Conservation Land**), however, should the Conservation Agreement prevent the Site Auditor from providing a Site Audit Statement, Landcom must work with Council to ensure the Conservation Land is fit for its Intended Use to the extent permitted by and within the constraints of the Conservation Agreement.

12.5 The Developer indemnifies and must keep indemnified Council against all liability for and associated with all Contamination present in, on and under the Dedication Land at the date of dedication of the Dedication Land including full responsibility for compliance with and any liability in respect of such Contamination under the *Contaminated Lands Management Act 1997* (NSW) and all other relevant legislation and the requirements of the any relevant Authority.

13 Carrying out of Developer Works

Carrying out of Work

- 13.1 The Developer is to carry out and complete the Developer Works described in column 4 of the Development Contributions Table by the time specified in column 7 of the Development Contributions Table.
- 13.2 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer is to be carried out in accordance with:
 - 13.2.1 the Developer Works Provisions; and
 - 13.2.2 a Development Consent or other Approval authorising the carrying out of the Works.

14 Application of Developer Works Provisions

Application of Developer Works Provisions

- 14.1 The Developer Works Provisions apply to and in respect of Developer Works required by this Deed.

15 Cost of Developer Works

Responsibility for Cost of Developer Works

- 15.1 The Developer is responsible for meeting all Costs of and incidental to the Developer Works required to be provided under this Deed.

Part 3 – Dispute Resolution

16 Dispute Resolution – mediation

Application of clause

- 16.1 This clause 16 applies to any Dispute arising in connection with this Deed.

Notice of Dispute

- 16.2 If a Dispute arises, then a Party (**First Party**) must give the other Party to the Dispute (**Second Party**) a notice, which:
 - 16.2.1 is in writing specifying particulars of the Dispute;

- 16.2.2 stipulates what the First Party believes will resolve the Dispute; and
- 16.2.3 designate its representative to negotiate the Dispute.
- 16.3 The Second Party must, within 5 Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person to negotiate the Dispute (the representatives designated by the Parties to the Dispute being together, the **Representatives**).

Conduct pending resolution

- 16.4 The Parties to the Dispute must continue to perform their respective obligations under this Deed if there is a Dispute but will not be required to complete the matter the subject of the Dispute, unless the appropriate party indemnifies the other parties against costs, damages and all losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying party.

Meeting between Parties

- 16.5 If a notice is given under clause 16.2, the Representatives are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Meditation or expert determination of Dispute

- 16.6 If following the meeting under clause 16.5, the Dispute is not resolved within a further 28 days, the Parties to the Dispute are to:
 - 16.6.1 mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator; or
 - 16.6.2 refer the Dispute for expert determination in accordance with clause 17.

Exercise of legal rights

- 16.7 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties to the Dispute may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 16.8 Subject to clauses 16 and 17, proceedings must not be commenced unless:
 - 16.8.1 the Representatives have met in accordance with clause 16.5 and endeavoured to resolve the Dispute; and
 - 16.8.2 the Parties to the Dispute have attended a mediation that has been terminated.

Costs

- 16.9 Each Party to a Dispute is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 16.10 The Parties to the Dispute are to share equally the costs of the President, the mediator, and the mediation.

Remedies available under the Act

- 16.11 Clauses 16 and 17 do not operate to limit the availability of any remedies available to Council under the Act.

Urgent relief

- 16.12 Clauses 16 and 17 do not prevent a Party from seeking urgent injunctive or declaratory relief concerning any matter arising out of this document.

17 Dispute resolution – expert determination

Application of clause

- 17.1 This clause 17 applies to a Dispute arising in connection with this Deed if:
- 17.1.1 the Parties to the Dispute agree that the Dispute can be appropriately determined by expert determination;
 - 17.1.2 the Representatives have referred the Dispute for expert determination under clause 16.6.2; or
 - 17.1.3 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion at the joint request of the Parties to the Dispute that the Dispute can be determined by a member of that body.

Expert determination – appointment of expert

- 17.2 If the Dispute is to be determined by expert determination, the Dispute must be determined by an independent expert in the relevant field:
- 17.2.1 agreed between and appointed jointly by the Parties to the Dispute; or
 - 17.2.2 if the Parties to the Dispute fail to agree as to the relevant field or expert within 5 Business Days of the Parties to the Dispute agreeing to expert determination, either Party to the Dispute may refer the Dispute to the President of the NSW Law Society to determine:
 - (a) a relevant field; and/or

- (b) appoint an expert for expert determination.
- 17.3 The President of the Law Society of New South Wales decision under clause 17.2.2 is final and binding on the Parties to the Dispute.
- 17.4 The expert appointed to determine a Dispute:
 - 17.4.1 must have a technical understanding of the issues in dispute;
 - 17.4.2 must be independent of all Parties to the Dispute.
- 17.5 The Parties to the Dispute must promptly enter into a document with the expert appointed under this clause 17 setting out the terms of the expert's determination and the fees payable to the expert.

Directions to expert

- 17.6 In reaching a determination in respect of a Dispute under this clause 17, the independent expert must give effect to the intent of the Parties and the purposes of this Deed.
- 17.7 The expert must:
 - 17.7.1 act as an expert and not as an arbitrator;
 - 17.7.2 proceed in any manner as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
 - 17.7.3 not accept verbal submissions unless all Parties to the Dispute are present;
 - 17.7.4 on receipt of a written submission from one Party to the Dispute, ensure that a copy of that submission is given promptly to the other Party to the Dispute;
 - 17.7.5 take into consideration all documents, information and other material which the Parties to the Dispute give the expert which the expert in its absolute discretion considers relevant to the determination of the Dispute;
 - 17.7.6 not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
 - 17.7.7 issue a draft certificate stating the expert's intended determination (together with written reasons), giving each Party to the Dispute ten (10) Business Days to make further submissions;
 - 17.7.8 issue a final certificate stating the expert's determination (together with written reasons); and
 - 17.7.9 act with expedition with a view to issuing the final certificate as soon as practicable.
- 17.8 The Parties to the Dispute must comply with all directions given by the expert in relation to the resolution of the Dispute and must within the time period specified by the expert, give the expert:

- 17.8.1 a short statement of facts;
- 17.8.2 a description of the Dispute; and
- 17.8.3 any other documents, records or information which the expert requests.

Expert may commission reports

- 17.9 Subject to clause 17.10:
 - 17.9.1 the expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination; and
 - 17.9.2 the Parties to the Dispute must indemnify the expert for the cost of those advisers or consultants.
- 17.10 The Parties to the Dispute must approve the costs of those advisers or consultants in writing prior to the expert engaging those advisers or consultants.

Expert may convene meetings

- 17.11 The expert must hold a meeting with all of the Parties to the Dispute present to discuss the Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- 17.12 The Parties to the Dispute agree that a meeting under clause 17.11 is not a hearing and is not an arbitration.

Expert determination binding

- 17.13 The expert determination is binding on the Parties to the Dispute except in the case of fraud or misfeasance by the expert.

Costs of Parties

- 17.14 Each Party to the Dispute is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.

Costs of Expert

- 17.15 The Parties to the Dispute are to share equally the costs of the President, the expert, and the expert determination.

18 Dispute Resolution – Confidentiality

- 18.1 The Parties to a Dispute agree, and must procure that the mediator and the expert appointed in accordance with clauses 16 and 17, agree as a condition of his or her appointment:
 - 18.1.1 to keep confidential all documents, information and other material disclosed to them during or in relation to the mediation or expert determination;
 - 18.1.2 not to disclose any confidential documents, information and other material except:
 - (a) to a party or adviser or consultant who has signed a confidentiality undertaking; or
 - (b) if required by law or any Authority to do so; and
 - 18.1.3 not to use confidential documents, information or other material disclosed to them during or in relation to the mediation or expert determination for a purpose other than the mediation or expert determination.
- 18.2 The Parties to a Dispute must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
 - 18.2.1 views expressed or proposals or suggestions made by a Party or the mediator or the expert during the expert determination or mediation relating to a possible settlement of the Dispute;
 - 18.2.2 admissions or concessions made by a party during the mediation or expert determination in relation to the Dispute; and
 - 18.2.3 information, documents or other material concerning the Dispute which are disclosed by a party during the mediation or expert determination unless such information, documents or facts would be discoverable in judicial or arbitral proceedings.

Part 4 - Enforcement

19 Acquisition of Dedication Land

Compulsory acquisition of Dedication Land

- 19.1 Subject to clause 19.2 and 20.2, if the Developer does not dedicate the Dedication Land by the time specified in column 7 of the Development Contributions Table, the Developer consents to the Council compulsorily acquiring the land for compensation in

the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.

- 19.2 The Council is to only acquire land pursuant to clause 19.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the Dedication Land in accordance with this Deed.

Pre-acquisition agreement

- 19.3 Clause 19.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.

Re-imbursement of Council for third party compensation

- 19.4 If, as a result of the acquisition referred to in clause 19.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount within 30 Business Days, upon a written request being made by the Council.

Indemnity

- 19.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Dedication Land except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 19.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 19, including without limitation:
- 19.6.1 signing any documents or forms,
 - 19.6.2 giving land owner's consent for lodgement of any Development Application, and
 - 19.6.3 paying the Council's costs arising under this clause 19.

20 Breach of obligations

Notice of breach

- 20.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 20.1.1 specifying the nature and extent of the breach,
 - 20.1.2 requiring the Developer to:
 - (a) rectify the breach if it reasonably considers it is capable of rectification, or

- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,

20.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

Notice of breach pre-requisite to exercise of rights

20.2 The Council may not exercise its rights under clause 19 or clause 20.3 unless it has first given the Developer a notice under clause 20.1 and the Developer has failed to comply with the Notice.

Step-in right relating to Developer Works

20.3 If the Developer fails to comply with a notice given under clause 20.1 relating to the provision of Developer Works, the Council may, notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.

20.4 The Developer must not impede or interfere with Council undertaking work in accordance with 20.3.

Recovery of costs by Council as debt due

20.5 Despite any other provision of this Deed, any costs incurred by the Council in remedying a breach of this Deed may be recovered by the Council as a debt due in a court of competent jurisdiction.

20.6 For the purpose of clause 20.5, the Council's costs of remedying a breach the subject of a notice given under clause 20.1 include, but are not limited to:

- 20.6.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
- 20.6.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
- 20.6.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

Exercise of Council's rights at law or in equity

20.7 Nothing in this clause 20 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

21 Enforcement in a court of competent jurisdiction

- 21.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 21.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 21.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
 - 21.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

22 Security

Provision of security

- 22.1 Subject to clause 22.2, on execution of this Deed, the Developer must deliver to Council Security in the amount of \$5 million.

Replacement of Security

- 22.2 The Developer may replace any Security provided by it at any time, provided that the amount of that replacement is not less than that which is required to be provided under this document.
- 22.3 On receipt of a replacement Security, Council must immediately release the Security being replaced and return it to the Developer.

Council may call on Security

- 22.4 If the Developer fails to comply with a notice issued under 20.1, without limiting any other remedies available to it, Council may call on any Security provided by the Developer.
- 22.5 If Council calls on any Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the relevant breach.

Top up of Security

- 22.6 If Council calls on the Security, Council, by notice in writing to the Developer, may require the Developer to provide a further or replacement Security in an amount that, when added to any unused portion of any Security then held by Council, does not exceed the amount of the Security Council is entitled to hold at that time under this document.

Release of Security

- 22.7 Unless:

- 22.7.1 Council has made or intends to make a demand against any Security provided by the Developer;
 - 22.7.2 the Development Contributions on account of which that Security was provided have not been made; or
 - 22.7.3 the Developer is in breach of this document at the relevant time,
- Council, upon a written request being made by the Developer, must return the Security within ten (10) business days of such a request being made.

Part 5 – Registration & Restriction on Dealings

23 Registration of this Deed

Application of clause

- 23.1 This Deed is to be registered on the title to the Land pursuant to s7.6(1) of the Act.

Documents for registration

- 23.2 The Developer is to deliver to the Council within 10 Business Days of the date of this Deed:
 - 23.2.1 an instrument in registrable form requesting registration of this Deed on the title to the Land duly executed by the registered proprietor of the Land, and
 - 23.2.2 the written irrevocable consent of the registered proprietor and each person referred to in s7.6(1) of the Act to that registration.
- 23.3 The Developer is to do such other things as are reasonably necessary to enable lodgement and registration of this Deed to occur electronically through PEXA or another ELNO.
- 23.4 Council will undertake the registration of this Deed.

Removing notation from title

- 23.5 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
 - 23.5.1 in so far as the part of the Land concerned is a Final Lot,
 - 23.5.2 in relation to any other part of the Land, once Landcom has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is

terminated or otherwise comes to an end for any other reason.

24 Restriction on dealings

Restriction

- 24.1 The Developer is not to:
- 24.1.1 sell or transfer the Dedication Land or any part of the Land on which Developer Works are proposed (**Infrastructure Land**), or
 - 24.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 24.2 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Dedication Land or Infrastructure Land or part is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 24.2.1 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 24.2.2 the Developer is not in breach of this Deed, and
 - 24.2.3 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 24.3 Any deed under clause 24.2 with a developer who is not a NSW government agency must contain the provisions set out in Schedule 8 requiring that developer to provide security for the performance of their obligations under this Deed. The security will only be required to relate to any Development Contributions that that developer is required to make as a result of the novation of any rights and obligations under this Deed, or the transfer of any of the Land to that developer.

Continued performance of obligations by Landcom

- 24.4 Subject to clause 24.2, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 24.1.

Exclusion from restriction

- 24.5 Clause 24.1 does not apply in relation to any sale or transfer of the Dedication Land or Infrastructure Land respectively if this Deed is

registered on the title to the Infrastructure Land or Dedication Land at the time of the sale.

Infrastructure Land owned by Third Parties

- 24.6 In respect of any Dedication Land or Infrastructure Land which is owned by a Landowner, the Developer will procure compliance with this clause 24 by the Landowner.

Part 6 – Indemnities & Insurance

25 Risk

- 25.1 The Developer performs this Deed at its own risk and its own cost.

26 Release

- 26.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

27 Indemnity

- 27.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

Part 7 – Other Provisions

28 Review of Deed

Review Triggers

- 28.1 The Parties agree to review this Deed if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.



- 28.2 For the purposes of clause 28.1, the relevant changes include any change to a law that restricts or prohibits or enables the Council, the Minister or any other planning authority to restrict or prohibit any aspect of the Development.

Duty of Parties

- 28.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 28.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.

Where change of law occurs

- 28.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

No Dispute

- 28.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 28.1 (but not 28.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

29 Notices

- 29.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 29.1.1 delivered or posted to that Party at its address set out in Schedule 1, or
 - 29.1.2 emailed to that Party at its email address set out in Schedule 1.
- 29.2 If a Party gives the other Party, 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 29.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 29.3.1 delivered, when it is left at the relevant address,
 - 29.3.2 sent by post, 2 business days after it is posted, or
 - 29.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 29.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is

received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

30 Approvals and Consent

- 30.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.
- 30.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

31 Costs of this Deed

Costs of Deed

- 31.1 The Developer is to pay to the Council the Council's costs not exceeding \$95,000 in relation to preparing, negotiating, executing and registering this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

32 Entire Deed

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

33 Further Acts

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

34 Governing Law and Jurisdiction

- 34.1 This Deed is governed by the law of New South Wales.
- 34.2 The Parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts of appeal from those court in respect of any proceedings in connection with the Deed.

- 34.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

35 Joint and Individual Liability and Benefits

- 35.1 Except as otherwise set out in this Deed:
- 35.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
 - 35.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

36 No Fetter

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

37 Illegality

- 37.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

38 Severability

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

39 Amendment

- 39.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with section 203 of the Regulation.

- 39.2 If this Deed is amended at the request of the Developer, the Developer will pay the reasonable costs of Council incurred in relation to preparing, negotiating, executing and registering the amendment.

40 Waiver

- 40.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 40.2 A waiver by a Party is only effective if it:
- 40.2.1 is in writing,
 - 40.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 40.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 40.2.4 is signed and dated by the Party giving the waiver.
- 40.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 40.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 40.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

41 GST

- 41.1 In this clause:

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

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

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which

another member of the same GST Group is entitled under the GST Law.

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

- 41.2 Subject to clause 41.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 41.3 Clause 41.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 41.4 No additional amount shall be payable by the Council under clause 41.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 41.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
 - 41.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
 - 41.5.2 that any amounts payable by the Parties in accordance with clause 41.2 (as limited by clause 41.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 41.6 No payment of any amount pursuant to this clause 41, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 41.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 41.8 This clause continues to apply after expiration or termination of this Deed.

42 Explanatory Note

- 42.1 The Appendix contains the Explanatory Note relating to this Deed required by section 205 of the Regulation.

- 42.2 Pursuant to section 205 of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

43 Counterparts

- 43.1 This Deed may be executed in any number of counterparts and all those counterparts taken together constitute one and the same instrument.

44 Electronic execution

- 44.1 Each party consents to signing of this Deed by electronic means and agrees to be legally bound by this deed signed in this way.

Schedule 1: Notices

(Clause 1.1)

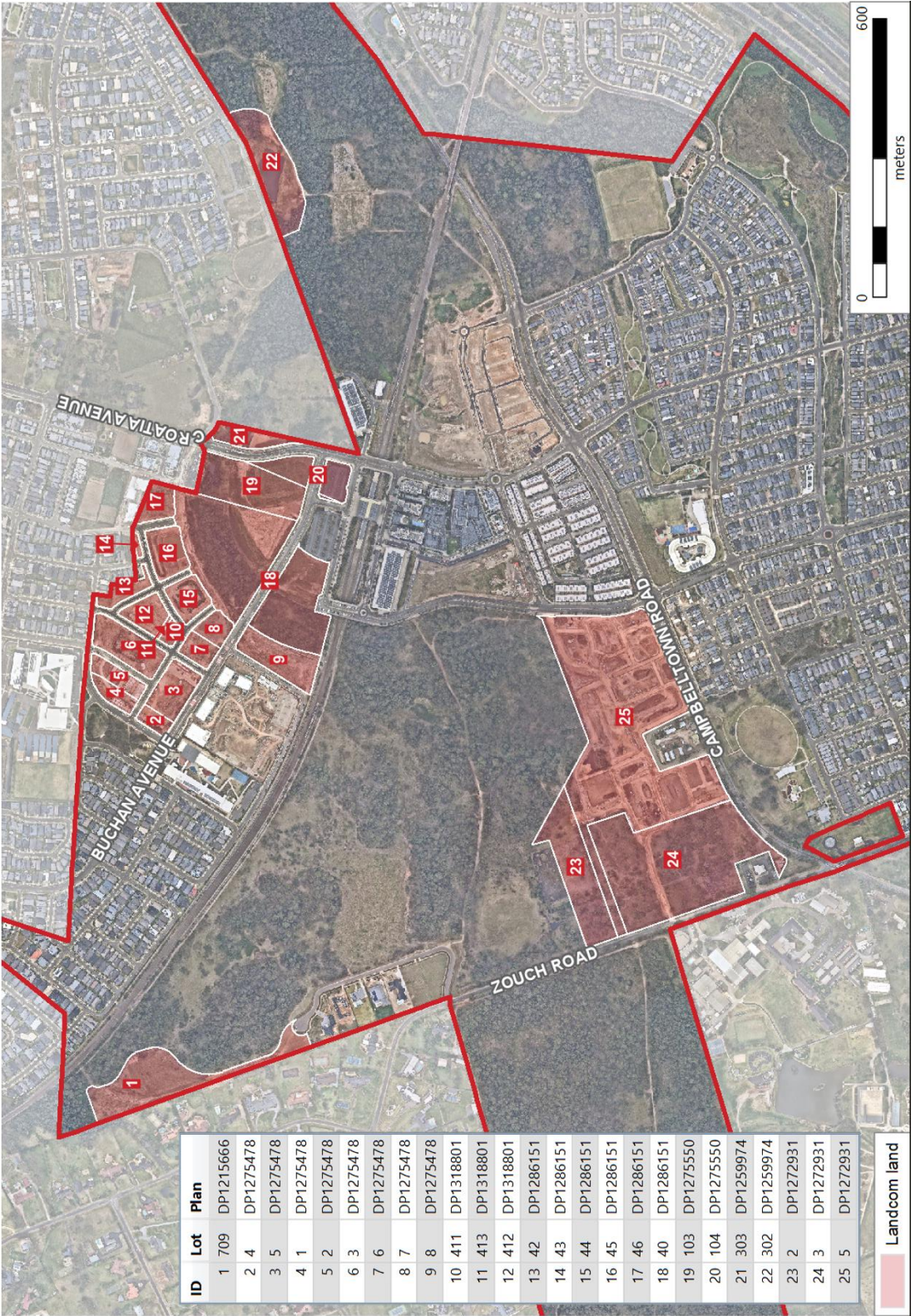
1. Council Contact for Notices	Postal Address: Locked Bag 7064 Liverpool BC NSW 1871 Email: icc@liverpool.nsw.gov.au Telephone: 1300 36 2170 Representative : Jason Breton
2. Minister Contact for Notices	Postal Address: 4 Parramatta Square, 12 Darcy Street Parramatta NSW 2150 Email: planningagreements@planning.nsw.gov.au Telephone: 8275 1645 Representative : The Secretary Department of Planning, Housing and Infrastructure
3. The Developer's Contact for Notices	Postal Address: PO Box 237 Parramatta 2124 Email: mchappell@landcom.nsw.gov.au Telephone: 9841 8600 Representative : Margot Chappell



Schedule 2: Land

(Clause 1.1)

ID	Title	Landowner
Precinct 5		
1	Lot 709 in DP 1215666	The Developer
Precinct 9		
2	Lot 1 in DP 1275478	Edmondson Village 1 Pty Ltd
3	Lot 2 in DP 1275478	Edmondson Village 1 Pty Ltd
4	Lot 3 in DP 1275478	Edmondson Village 2 Pty Ltd
5	Lot 4 in DP 1275478	Edmondson Village 3 Pty Ltd
6	Lot 5 in DP 1275478	Edmondson Village 3 Pty Ltd
7	Lot 6 in DP 1275478	Edmondson Village 5 Pty Ltd
8	Lot 7 in DP 1275478	Edmondson Village 5 Pty Ltd
9	Lot 8 in DP 1275478	Edmondson Place 5 Pty Ltd
10	Lot 411 in DP1318801	The Developer
11	Lot 413 in DP1318801	The Developer
12	Lot 412 in DP1318801	The Developer
13	Lot 42 in DP 1286151	Golden Properties NSW Pty Ltd
14	Lot 43 in DP 1286151	Golden Properties NSW Pty Ltd
15	Lot 44 in DP 1286151	The Developer
16	Lot 45 in DP 1286151	The Developer
17	Lot 46 in DP 1286151	The Developer
18	Lot 40 in DP 1286151	The Developer
19	Lot 103 in DP 1275550	Planning Ministerial Corporation
20	Lot 104 in DP 1275550	The Developer
21	Lot 303 in DP 1259974	The Developer
22	Lot 302 in DP 1259974	The Developer
Precinct 3		
23	Lots 2 in DP 1272931	The Developer
24	Lots 3 in DP 1272931	The Developer
25	Lots 5 in DP 1272931	The Developer

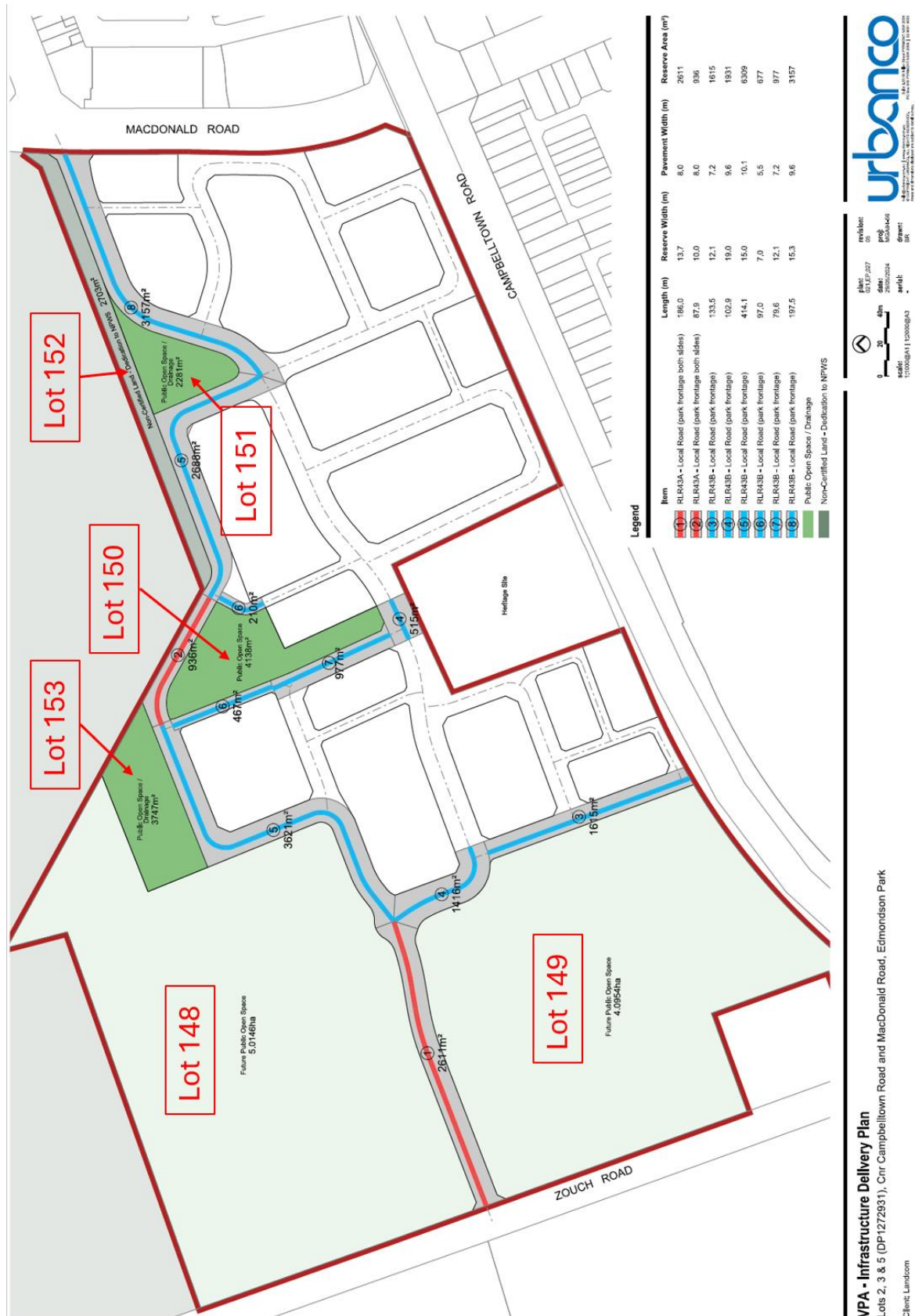


Schedule 3: Precincts

(Clause 1.1)

Precinct 3 Plan

[see following page]

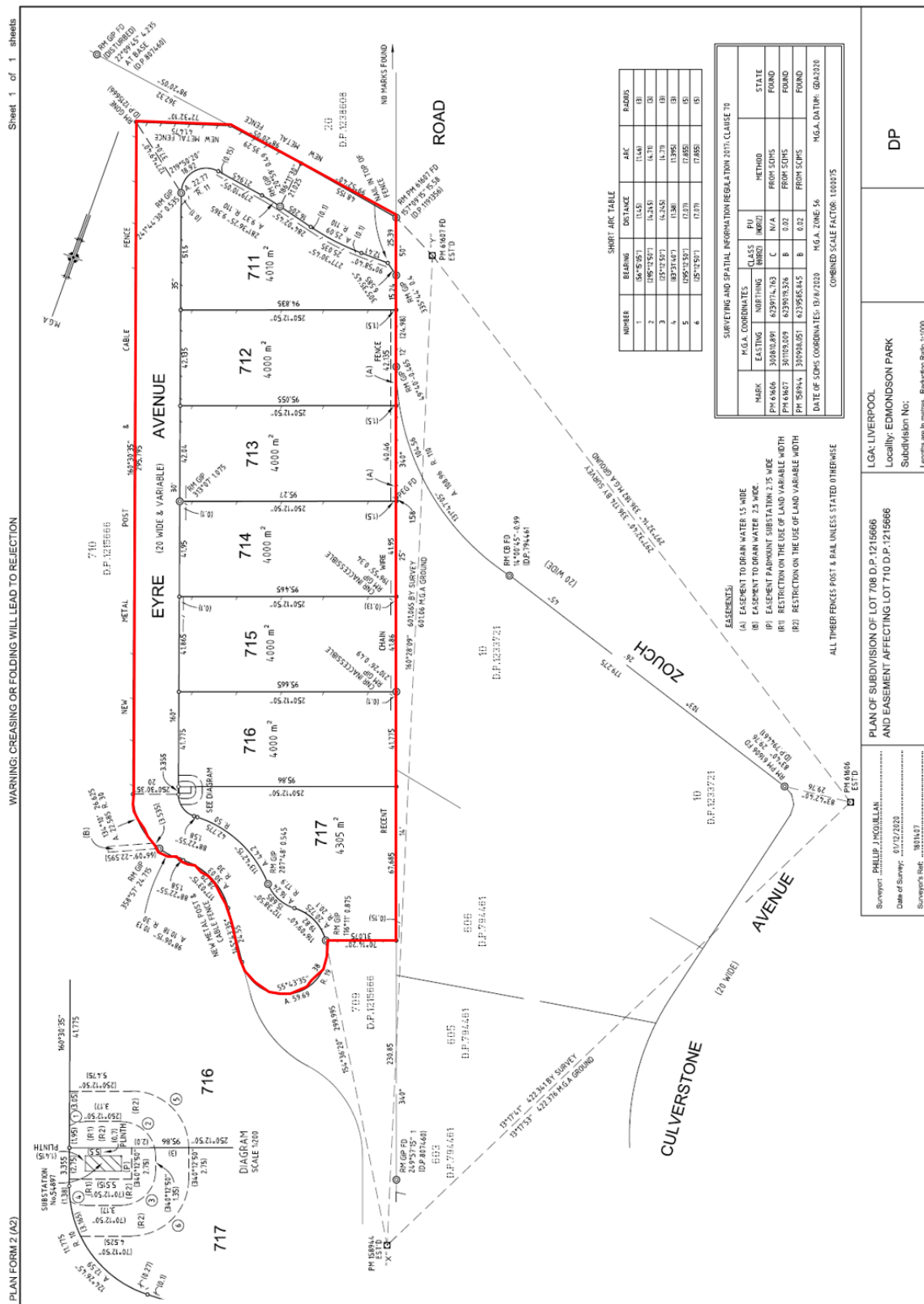


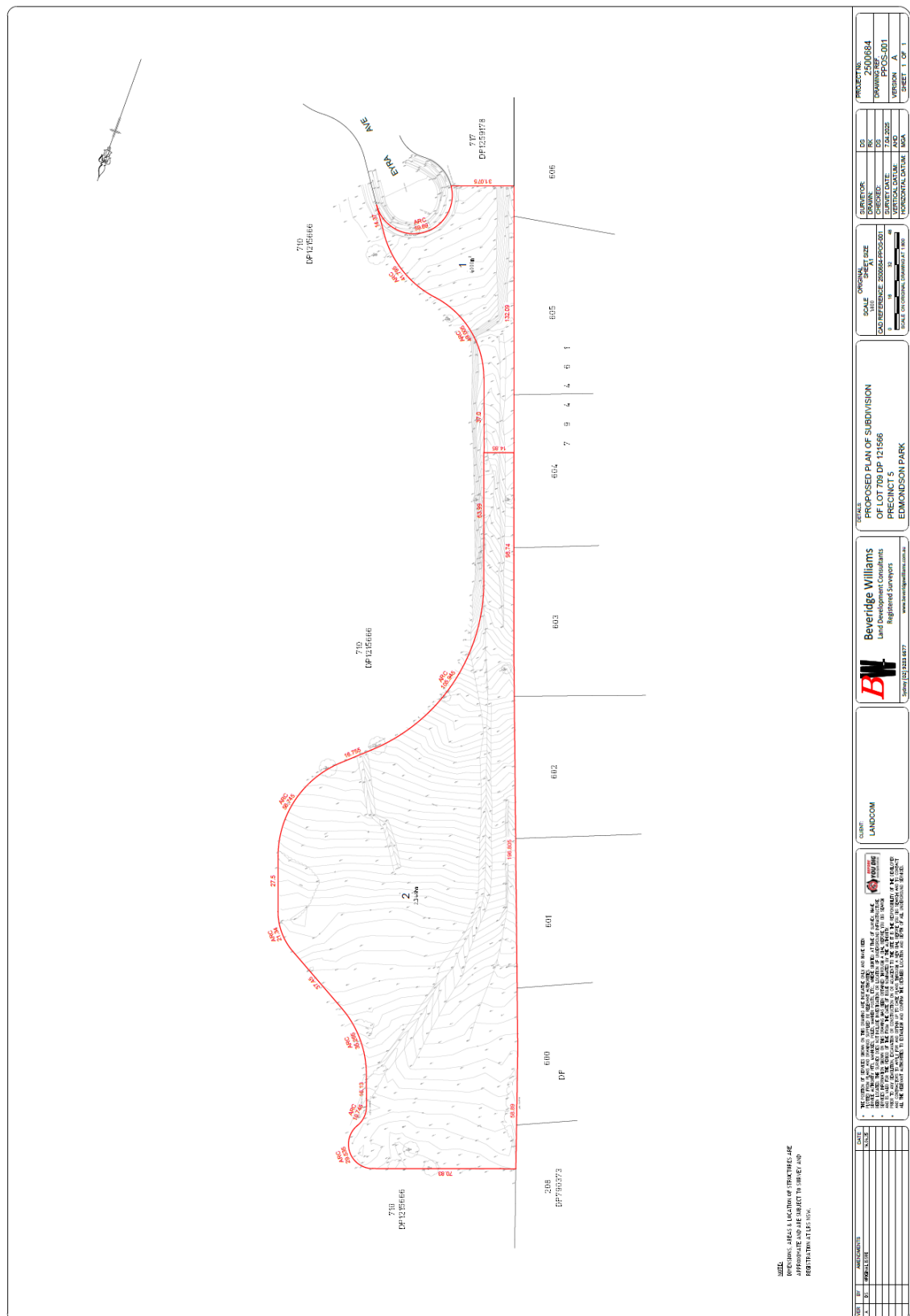


Precinct 5 Plan

[see following pages]

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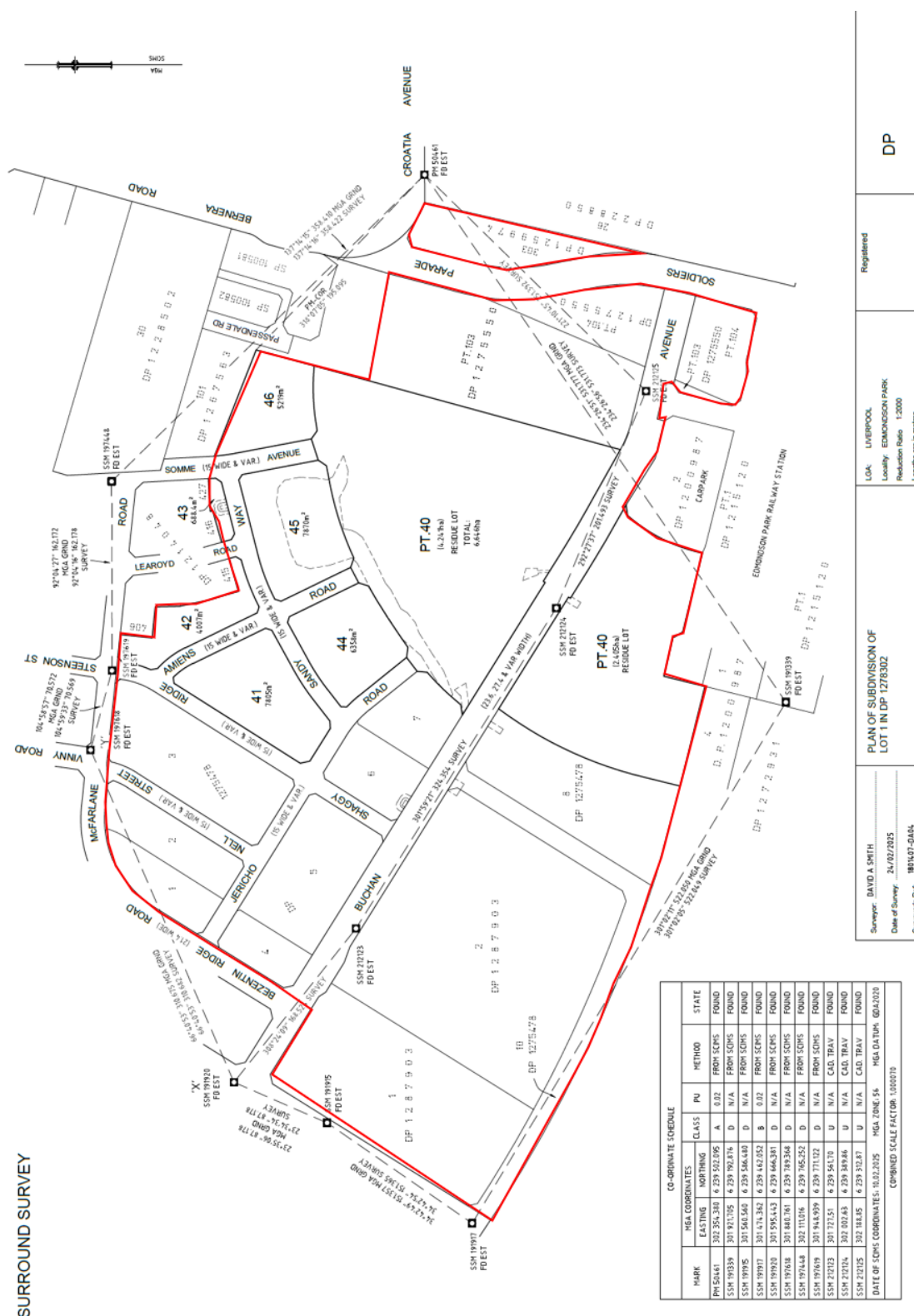




Precinct 9 Plan

[see following page]

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Schedule 4: Development Contributions Table

[see following pages]

Edmondson Park Precincts 3, 5 and 9 Planning Agreement**Liverpool City Council****Minister administering the *Environmental Planning & Assessment*****Act 1979****Landcom**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
PART A: Community Places – Centres and Plazas						
A1	CF01	Monetary contribution	Monetary contribution of \$12,639,199 for construction of a multipurpose community centre and library to be located within Edmondson Park.	N/A	\$12,639,199	Within 6 months of execution of this Planning Agreement.
A2	CC01	Monetary contribution	Monetary contribution of \$1,572,240 towards a 60 place child care centre to be co-located in multi-purpose centre (Item A1) or alternate site owned or provided by Council within Edmondson Park.	N/A	\$1,527, 240	To be paid prior to 13 February 2027.
A3	N/A	Land	Dedication of 5,000sqm of land for new urban plaza/event space adjacent to the Edmondson Park railway station entrance as identified in the Public Domain and Landscape Plan, referred to as Station Park in the Development Contributions Location Plan for Precinct 9.	N/A	\$7,093, 500	Land to be dedicated to Council within two years from the date on which any required Approval for Item A4 is obtained.
A4	N/A	Works	The construction of new plaza/event space adjacent to the Edmondson Park railway station	12 months	\$4,050,000	Works to commence within 9 months from

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
			entrance as identified in Public Domain and Landscape Plan on the land identified in Item A3 as being dedicated to Council.			the date on which any required Approval for the Item is obtained.
			The plaza is to include bike parking.			
PART B – Open space, drainage riparian						
B1	LP8, LP9, Part LP7 and D5	Land	Dedication of land to Council for Maxwells Creek being dedication of the following minimum areas in the locations as shown on the Development Contributions Location Plan for Precinct 9, being land covered by the Conservation Agreement and comprising: - Part of Lot 40 in DP 1286151 (approx.3.6ha) - Part of Lot 103 in DP 1275550 (approx. 0.6ha) - Part of Lot 303 in DP 1259974 (approx. 0.25ha)	N/A	\$3,248,250	Within 12 months of the issue of the Construction Certificate for the 1,000th dwelling being issued in Precinct 9; or 13 February 2029, whichever occurs sooner
B2	LP8, LP9, Part LP7 and D5	Works	The construction of: a raised all-weather, pedestrian boardwalk throughout the riparian zones with viewing	12 months	\$3,560,000	Within 12 months of the issue of the Construction Certificate for the 1,000th dwelling

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
			platform and seating opportunities from Roosevelt Crescent and MacDonald Road. • Signage / park sign • Development of a Vegetation Management Plan approved by Council and requiring the following: - 95% complete cover at handover - Less than 10% weed infestation at hand over - 5 year maintenance program in agreement with Council - Landcom to undertake the first 3 years of maintenance prior to novation to Council for the remaining 2 years. - Cumberland woodlands planting - Retaining walls / bank stabilisation • WSUD – drainage / raingarden (Item D5 in the CP) to be delivered in accordance with Council agreed plans and engineering specifications:			being issued in Precinct 9 or by 13 February 2029, whichever occurs sooner

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
			- Drainage or raingardens must be operational for a minimum of 1 year from the date of Completion prior to the transfer of Item D5 in the CP. • Preparation and delivery of an Operations and Maintenance Plan The works outlined above are to be located on land identified in Item B1 as being dedicated to Council as shown on the Public Domain and Landscape Plan.			
B3	D9	Land	Dedication of Lot 302 in DP 1259974 for the purpose of the drainage riparian basin being Item B4 and shown on the Development Contributions Location Plan for Precinct 9. Land size subject to agreed design of drainage / riparian basin, together with possible easement over National Park at no cost to Council.	N/A	\$1,515,525	Land to be dedicated prior to the issue of the OC for the 2424 th dwelling in Precinct 9.
B4	D9	Works	Construction of drainage and riparian basin as per design completed by Council on Lot 302 in DP 1259974	12 months	\$1,028,000	Prior to the issue of the OC for the 2424 th dwelling in Precinct 9.

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
B5	OS7 and OS8	Land	Dedication to Council of approximately 14.6ha being the proposed Lots 148 and 149 shown on the Precinct 3 Plan for park and sports field being Items B6 and B7.	N/A	\$3,726,000 for OS7 land, and \$24,051,379 for OS8	Land to be dedicated by the earlier of: • Within 12 months of the issue of the Construction Certificate for the 3,000th dwelling in Precinct 9 or • 13 February 2029, provided that if the Works require Development Consent, this date will be deferred by a period being the number of days between the date the Development Application for the Works is made and the date that

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
B6	OS7 and OS8	Works	Construction of park and environmental works to a design determined by the Developer, and that agreed to by Council on the part of the land specified in Item B5 which is proposed lot 148 on the Precinct 3 Plan being: - Rehabilitate natural bushland (OS7) - Picnic and barbeque facilities (OS8) - Public toilets (OS8) - Children's / Youth playground (OS8) - Perimeter fencing (OS8) - Seats and bins Car parking Signage (OS8)	12 months	\$5,180,000	Development Consent is granted for those Works, less 70 days (being the prescribed period for determination of the Development Application under s4.33(2) of the Act). The earlier of: - Within 12 months of the issue of the Construction certificate for the 3000th dwelling in Precinct 9; or - by 13 February 2029, provided that if the Works require Development

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
			Gates/ entrance (OS8)			Consent, this date will be deferred by a period being the number of days between the date the Development Application for the Works is made and the date that Development Consent is granted for those Works, less 70 days (being the prescribed period for determination of the Development Application under s4.33(2) of the Act).
B7	OS7 and OS8	Works	Construction of District Sports Ground works on part of the land identified in Item B5 which is	12 months	\$25,000,000	The earlier of:

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
			proposed lot 149 on the Precinct 3 Plan, to a design determined by the Developer and that is agreed to by Council, being: • District Park - 4 x fields • 1 x synthetic cricket pitch • Floodlighting to 100 lux • Amenities building and change rooms • Canteen • Sealed car park • Perimeter fencing / barriers • Landscaping • Seating Bins Signage • Gates / entrance • Preparation of a plan of management for the sports ground.			• within 12 months of the issue of the Construction Certificate for the 3000th dwelling in Precinct 9; or • 13 February 2029, provided that if the Works require Development Consent, this date will be deferred by a period being the number of days between the date the Development Application for the Works is made and the date that Development Consent is granted for those

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
B8	N/A	Monetary Contribution	Towards the preparation of Plans of Management for the Open Space Public (for Conservation) and Proposed Open Space Public within the Edmondson Park Precinct as required within the Edmondson Park Conservation Agreement.	N/A	\$350,000	Works, less 70 days (being the prescribed period for determination of the Development Application under s4.33(2) of the Act). The earlier of: • prior to the issue of the Occupation Certificate for the 1,000th dwelling being issued in Precinct 9; or 13 February 2029, • Within 6 months of the date of the final Item of the Developer Works identified in Part B and Part D of

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
						this Development Contributions Table is Completed.
PART C – Traffic, Transport and Streetscape						
C1	Part RC12 and RC37	Works	Construction of streetscape works on Roosevelt Crescent and MacDonald Road (formally known as Bernera Rd) in accordance with the Public Domain and Landscape Plan and in the location as shown on the Development Contributions Location Plan for Precinct 9 being: - viewing decks with seating to provide visual link and place to rest - planted median along RC37 2.5m wide shared path adjoining parallel carparking bays - bike lanes providing a link along riparian corridor.	12 months	\$6,120,000	The earlier of: - prior to the issue of the Occupation Certificate for the 1000th dwelling in Precinct 9; - Within 18 months of the Developer obtaining Approval for the Works specified in this Item C1.
C2	Part RC12 and RC 37	Land	Dedication of road reserve width to Council for the Developer Works specified in Item C1.	N/A	\$19,635,475	The earlier of: prior to the issue of the

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
						Occupation Certificate for the 1000th dwelling in Precinct 9; or • Within 18 months of the Developer obtaining Approval for the Works specified in this Item C1.
C3	RMN9	Works	Construction of Buchan Avenue Streetscape/Landscaping works as per letter of undertaking DA509/2018 – LGU 2021/07 Council ref 084183.2022 and culvert/bridge in accordance with Council's standards.	12 months	\$4,991,078	Completed
C4	RMN9	Land	Dedication of Land for Item C3	N/A	\$7,465,972	Completed
C5	RTCS112	Works	Construction of intersection upgrade at Buchan Avenue and Soldiers Parade, as agreed with Council and TfNSW	N/A	\$275,000	Timing to be determined in conjunction with TfNSW

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
C6	N/A	Monetary Contribution	Construction of intersection upgrade and signals at General Boulevard and Macdonald Road, as agreed with Council and TfNSW	N/A	\$600,000	Within 20 days of Council providing evidence of approval issued by Transport for NSW
C7	RLR43B, RAP42b, RAP42a	Land	Dedication to Council of half road reserve facing open space, in the location as shown on the Development Contributions Location Plan for Precinct 3 and as per DA83/2023	N/A	\$6,528,000	Prior to the issue of the first Subdivision Certificate in Precinct 3 pursuant to DA83/2023.
C8	RLR43B, RAP42b, RAP42a	Works	Construction of half road along open space frontage in the location as shown on the Development Contributions Location Plan for Precinct 3 and as per DA83/2023.	12 months	\$3,960,000	Prior to the issue of the first Subdivision Certificate in Precinct 3 pursuant to DA83/2023.
C9	N/A	Land	Dedication of land to Council for Item C10	N/A	\$4,221,710	Completed
C10	N/A	Works	Construction Of Eyre Road	N/A	\$317,000	Completed
C11	N/A	Works	Provision of 6 bus stop shelters including covers, benches, waste bins, to be located in	N/A	\$420,000	Within two years from the date on which any required

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
			areas proposed by the Developer and agreed to by Council			Approval for the Item is obtained
PART D – Additional Open Space Items in Precinct 3						
D1	N/A	Works	Construction of local park in Precinct 3 on proposed Lot 150 on the Precinct 3 Plan as per DA83/2023	12 months	\$1,100,000	Within 12 months of the issue of the Subdivision Certificate which creates the park to be delivered under this Item D1 as a separate lot
D2	N/A	Land	Dedication of 4,128 sqm of land to for Item D1	N/A	\$2,481,800	Within 12 months of the issue of the Subdivision Certificate which creates the park to be delivered under this Item as a separate lot
D3	N/A	Works	Construction of Precinct 3 raingarden on proposed Lot 151 on the Precinct 3 Plan as per DA83/2023	12 months	\$639,972	Within 24 months of the issue of the Subdivision

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
						Certificate for development pursuant to DA83/2023
						Embellishment works, once 80% of the catchment has been developed
D4	N/A	Land	Dedication of 2,281 sqm of land to Council for Item D3	N/A	\$1,386,600	Within 24 months of the issue of the Subdivision Certificate for DA83/2023
D5	N/A	Works	Construction of Precinct 3 raingarden on proposed Lot 153 in the Precinct 3 Plan as per DA83/2023	12 months	\$545,772	Within 24 months of the issue of the Subdivision Certificate for development pursuant to DA83/2023
						Embellishment works, once 80% of

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Concept Plan Ref	Type	Description of Contribution	Maintenance Period	Contribution Value	Timing
D6	N/A	Land	Dedication of 3,737sqm of land to Council for Item D5	N/A	\$281,025	the catchment has been developed Within 24 months of the issue of the Subdivision Certificate for development pursuant to DA83/2023

CONTRIBUTION VALUE OF ALL ITEMS OF WORKS: \$153,939,497

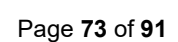


Schedule 5: Development Contributions Location Plan

Precinct 3

[See following page]

[see following 2 pages]



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Schedule 6: Developer Works Provisions

Deed not Construction Contract

- 1 The Parties acknowledge and agree that this Deed is not a construction contract between the Council and the Developer.

Developer Works before execution of Deed

- 2 This Deed applies to all Developer Works including Developer Works that were constructed in whole or in part before the Deed was executed.

General obligations relating to Developer Works

- 3 The Developer is to design the Developer Works (except where this Deed provides the Developer Works are to be designed by Council) and provide the Developer Works:
 - 3.1 in the location or locations shown on the Development Contributions Location Plan,
 - 3.2 by the date specified in column 7 of the Development Contributions Table, and
 - 3.3 otherwise in accordance with this Deed.
- 4 The Developer is to provide and complete the Developer Works in a good and workmanlike manner having regard to the intended purpose of the Developer Works and in accordance with:
 - 4.1 all applicable laws,
 - 4.2 any Approval required by any law relating to the provision of the Developer Works,
 - 4.3 in accordance with the applicable Design Documentation approved under clause 9; and
 - 4.4 with any Australian Standards applicable to works of the same nature as each aspect of the Developer Works.
- 5 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed relating to the provision of the Developer Works is supplied or made available for that purpose.

Warranties relating to Developer Works

- 6 The Developer warrants to the Council that:
 - 6.1 it has obtained, or will obtain all Approvals and has and will comply with all laws and applicable industry standards in relation to the Developer Works,
 - 6.2 it accepts that, if any aspect of the Developer Works do not comply this Deed, the Council is entitled to require the Developer to cease the Developer Works and to pursue its rights and remedies relating to the non-compliance under this Deed and, subject to this Deed, at law or in equity, and
 - 6.3 the Developer Works, when completed, are to be fit for purpose.



Ownership & care of Developer Works

- 7 The Developer owns, and is responsible for care of the Developer Works, and bears all risk and liability in connection with the Developer Works, until the Developer Works are handed over to Council.

Design of Developer Works

- 8 Prior to commencing construction of any Item of Developer Works which is to be dedicated to Council, the Developer must prepare and submit to Council detailed documentation for the Developer Works that are being dedicated to Council that (at minimum) details.
- 8.1 the design plans, including plans for layout, levels, sections and 3D imagery and specifications (**Design Documentation**);
- 8.2 a cost estimate prepared by a qualified quantity surveyor, which:
- 8.2.1 itemises each component of the design; and
- 8.2.2 includes a reasonable allowance for preliminaries, design fees, contingencies and escalation to the proposed project timeline; and
- 8.3 the proposed project timeline.
- 9 Upon receiving the Design Documentation:
- 9.1 Council may:
- 9.1.1 review the Design Documentation; and
- 9.1.2 if Council reasonably considers that the Design Documentation does not comply with the requirements of this Deed or is inconsistent with the Concept Approval, give notice to the Developer within 30 days of receipt of the Design Documentation specifying amendments required to the Design Documentation to ensure it complies with the requirements of this Deed and is not inconsistent with the Concept Approval or any Approval required to be obtained for each Item of Developer Works; and
- 9.2 if Council notifies the Developer of an objection under clause 9.1.2 of this Schedule 6, the Developer must within 15 Business Days of the notice amend the Design Documentation to address Council's objections and resubmit the amended Design Documentation, in which case this clause 9 of this Schedule 6 will reapply.
- 10 The review or provision of comments by Council of Design Documentation under clause 9 of this Schedule 6:
- 10.1.1 is not a representation or admission that the document, plan or design is adequate, complete, correct, reliable or that it has any other characteristic;
- 10.1.2 does not impose or create any duty, liability, or obligation on Council;
- 10.1.3 does not waive, prejudice or limit Council's rights, powers or privileges; and
- 10.1.4 does not affect, limit, alter, release or reduce the obligations, duties, liabilities or responsibilities of the Developer under this Deed in any way.

however, if Council approves the Design Documentation, nothing in this clause entitles Council to subsequently require any changes, variations or rectification of any Developer Works, or to refuse to certify completion of the Developer Works on the basis that the design of the Developer Works does not comply with this Deed, if the Developer Works has been constructed in accordance with that Design Documentation



Work health & safety

- 11 The Developer acknowledges that it is the Principal Contractor under WHS Law for the Developer Works unless and until such time that:
 - 11.1 the Developer engages a contractor to construct the Developer Works, or
 - 11.2 engages another person to be the Principal Contractor for the Developer Works, and authorises the person to have management or control of the workplace relating to the Developer Works to discharge the duties of a Principal Contractor under WHS Law.
- 12 For the purpose of the Developer's compliance with its obligations under clause 8, the Council acknowledges that the Developer (or its contractor, where appropriate) is the person with management and control of the relevant works area for the purpose of Part 2 of the *Work Health and Safety Act 2011* (NSW).
- 13 If the Developer at any time terminates the engagement of a contractor, or terminates its authority for the contractor or other person referred to in clause 8 to be the Principal Contractor for the Developer Works, the Developer becomes the Principal Contractor until such time as a new person is appointed as Contractor or to otherwise be the Principal Contractor for the Developer Works.
- 14 The Developer is to use its best endeavours to ensure that all persons involved in the Developer Works comply with relevant WHS Law and procedures.
- 15 The Developer is to use its best endeavours to ensure that:
 - 15.1 the Council can audit, inspect and test the Developer Works without breaching WHS Law, and
 - 15.2 the Council can access and use the Developer Works without breaching WHS Law.

Variations to Developer Works & Costs

- 16 The Developer Works may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed.
- 17 The Party seeking the variation is to make a written request to the other Party accompanied by such information and supporting documents as is reasonably necessary to enable the other Party to properly consider the request.
- 18 The Party to whom the request is made is not to unreasonably delay, or withhold its approval to, the request.
- 19 The Party who seeks the variation of the Developer Works must meet the costs of the variation, unless the other Party otherwise agrees.

Protection of people, property & utilities

- 20 The Developer is to use all reasonable endeavours to ensure that, in providing the Developer Works:
 - 20.1 all necessary measures are taken to protect people and property,
 - 20.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 20.3 nuisances and unreasonable noise and disturbances are prevented.
- 21 The Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land other than the Land in connection



with the Developer Works unless authorised in writing by the Council or any relevant Authority.

Damage to assets & property

- 22 The Developer must immediately notify the Council in writing of any loss or damage that occurs in respect of a Council asset of which it becomes aware while performing the Developer Works.
- 23 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works in accordance with any reasonable requirements of the Council.
- 24 If an audit, inspection or test shows that damage has occurred to a Council asset or the property of another person in connection with the Developer Works, the Council may give the Developer a notice in writing requiring it to take corrective action to bring the Developer Works into conformity or repair the damage, as the case requires.
- 25 Without limiting any other remedies available to the Council under this Deed, if the Developer does not comply with the Council's requirements under clauses 20 and 21, the Council may take the action required of the Developer and recover the Council's costs of so doing from the Developer.

Entry onto Land

- 26 The Developer is responsible for obtaining all necessary rights to lawfully enter, occupy, and provide the Developer Works on any Infrastructure Land.
- 27 Subject to receiving prior reasonable notice, the Council is to allow the Developer, to enter, occupy, and use Council owned or controlled land specified in the notice at any reasonable time if the occupation or use of the land by the Developer is reasonably necessary for the Developer Works.
- 28 Upon receiving reasonable prior notice from the Council, the Developer is to provide the Council with safe and unhindered access at any reasonable time to any land on which the Developer Works are being, or have been, provided.
- 29 The Council must comply with the Developer's reasonable safety requirements while on any land on which the Developer Works are being provided.

Audit, inspection, testing of Developer Works

- 30 The Council may undertake an audit, inspection or test of the Developer Works at any reasonable time for any purpose related to this Deed upon giving reasonable prior notice to the Developer.
- 31 The Developer is to provide the Council with any assistance that is reasonably required by the Council to enable the Council to undertake any audit, inspection or test of the Developer Works.
- 32 If an audit, inspection or test shows that the Developer Works have not been provided in accordance with this Deed, the Developer is to pay any Costs incurred by the Council in connection with the audit, inspection or test.
- 33 If the Council reasonably decides that a further and more detailed audit, inspection or test of the Developer Works is required, the Council may determine an approved fee in that regard and the Developer is to pay to the Council the fee so approved.



Issue Notice of Completion

- 34 If the Developer considers that any particular item of the Developer Works is complete it must serve a notice on Council which:
- 34.1 is in writing;
 - 34.2 identifies the particular item of the Works to which it relates; and
 - 34.3 specifies the date on which the Developer believes the relevant Item of the Works was completed,
- (Completion Notice).

Inspection by Council

- 35 Council must inspect the Developer Works set out in a Completion Notice within ten (10) business days of the receipt of that notice.
- 36 If Council fails to carry out an inspection required under clause 35 the Works referred to in the relevant Completion Notice will be deemed to be Complete.

Rectification Notice

- 37 Within twenty (20) business days of inspecting the Developer Works set out in a Completion Notice, Council must provide notice in writing to the Developer that the Works set out in the Completion Notice:
- 37.1 have been Completed (**Final Completion Notice**); or
 - 37.2 have not been Completed, in which case the notice (**Rectification Notice**) must also detail:
 - 37.2.1 those aspects of the Works which have not been Completed; and
 - 37.2.2 the work Council requires the Developer to carry out in order to rectify the deficiencies in those Works.
- 38 Council can only issue a Rectification Notice if the Developer Works set out in the Completion Notice do not comply with this Deed.
- 39 If Council:
- 39.1 provides a Final Completion Notice under clause 37.1, the Works the subject of that notice will be Complete;
 - 39.2 does not provide the Developer with any notice in accordance with clause 37, the Developer Works set out in the Completion Notice will be deemed to have been Completed.
- 40 Where Council serves a Rectification Notice on the Developer, the Developer must:
- 40.1 rectify the Works in accordance with that notice; or
 - 40.2 serve a notice on the Council that it disputes the matters set out in the notice.
- 41 Where the Developer:
- 41.1.1 serves notice on Council in accordance with clause 41.2, the dispute resolution provisions of this Deed apply; or
 - 41.1.2 rectifies the Works in accordance with clause 41.1, it must serve upon the Council a new Completion Notice for the Works it has rectified.

Acceptance of Works

- 42 Council accepts ownership, possession and control of, and risk in, any Developer Works carried out on Dedicated Land when:
- 42.1 those Developer Works are Completed; and
 - 42.2 the relevant land has been dedicated to Council.

Maintenance of Developer Works

- 43 The Developer is to Maintain the Developer Works during the Maintenance Period.
- 44 The Council is to permit the Developer to enter any land owned or controlled by the Council to enable the Developer to Maintain the Developer Works during the Maintenance Period.

Rectification of Defects

- 45 During the Defects Liability Period for any Works, the Council may give to the Developer a Defects Notice in relation to the Works specifying:
- 45.1 the Works requiring rectification and the nature of the Defect; and
 - 45.2 the action required to be undertaken by the Developer to rectify the Defect in those Works.
- 46 If a Defect Notice is issued, the Developer may, within 10 business days of the issue of the Defect Notice, notify Council that it does not agree that there is Defect as specified in the Defect Notice (**Defect Dispute Notice**).
- 47 If the Developer is issued a Defect Notice, and:
- 47.1 does not give the Council a Defect Dispute Notice, or
 - 47.2 gives the Council a Defect Dispute Notice and the dispute is determined by the expert in favour of the Council,
- then the Developer must comply with the Defect Notice at its own cost according to the terms of the Defect Notice (extended by the period from the date of the Defect Notice to the date of the expert's determination, if a Defect Dispute Notice is issued), and acting reasonably, provide Council with a date by which the Defect in those Works will be rectified having regard to the nature of the Defect, the Works and the rectification required.
- 48 When the Developer considers that rectification is complete, the Developer must provide Council with a notice to that effect, and Council must inspect the rectification works within 5 business days. If the Council is not satisfied with the rectification works it may issue a further Defects Notice. If Council does not issue a further Defects Notice within 10 business days of the Developer's notice under this clause the rectification works will be deemed to have satisfied the original Defects Notice.
- 49 If the Developer:
- 49.1 does not give the Council a Defect Dispute Notice, or
 - 49.2 gives the Council a Defect Dispute Notice and the dispute is determined by the expert in favour of the Council,
- and the Developer has not complied with a Defect Notice by the time specified by the Developer pursuant to clause 43 for rectification of the Defect, then the Council may do such things as are necessary to rectify the Defect, and recover, as a debt due in a court of competent jurisdiction, the costs incurred by the Council in rectifying the Defect.



- 50 Where Council exercises its step-in rights in accordance with clause 49, all costs incurred by Council in rectifying the relevant Defects may be claimed by Council as a debt in a Court of competent jurisdiction.

Copyright in Works-As-Executed Plan

- 51 The Developer, being the copyright owner in the Works-As-Executed Plan, assigns the copyright in the Works-As-Executed Plan to the Council free of Cost to the Council.
- 52 If the Developer is not the copyright owner of the Work-As-Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works-As-Executed Plan to the Council free of cost to the Council.

Transfer of Ownership of Developer Works

- 53 Nothing in, or done under this Deed gives the Developer, after acceptance of the Developer Works under cl 42 of this Schedule, any right, title or interest in the Developer Work.
- 54 On acceptance, the Developer must cause the legal title in the Work and all materials and components of the Works to pass to Council free of any charge or other interest.
- 55 The Developer, at its own cost, must repair and make good any loss or damage to a Developer Work from any cause whatsoever which occurs before the Work is handed over for the purposes of this Deed, except for damage to the extent caused or contributed to by the Council, its officers, employees, agents and contractors which the Developer has no obligation to repair and make good.

Easements, covenants, etc.

- 56 The Developer must create, or procure the creation of, any easement or covenant or any other instrument benefitting the Council that is reasonably required by the Council in relation to the Developer Works.
- 57 The Developer is to ensure that any such easement, covenant or other instrument is registered on the title to the relevant land before it is dedicated to Council.

Removal of structures & Equipment

- 58 When Developer Works on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
- 58.1 remove from the land any structure not comprising or required in connection with the completed Developer Works and make good any damage or disturbance to the land as a result of that removal,
- 58.2 remove from the land any Equipment and make good any damage or disturbance to the land as a result of that removal, and
- 58.3 leave the land in a neat and tidy state, clean and free of rubbish.



Schedule 7: Dwelling Caps

Parcel	Dwelling Cap
Lots 1-8 in DP 1275478	605
Lot 411 in DP 1318801	7
Lot 412 in DP 1318801	20
Lots 42 and 43 in DP 1286151	17
Lots 44-46 in DP 1286151	462
Part Lot 40 in DP 1286151 Lot 103 in DP 1275550 Lot 104 in DP 1275550 Lot 303 in DP 1259974	1,919
Lot 5 in DP 1272931	270
Total	3,300



Schedule 8: Security Provisions on Novation or Assignment

1 Security

Provision of security

- 1.1 Clause 22 of the Planning Agreement ceases to apply on entry into this Deed, and subject to clause 1.2, prior to the issue of a Construction Certificate in respect of the Development to be carried out by the Developer, the Developer must deliver to Council a Bank Guarantee, bond or other form of security (**Security**) to the satisfaction of the Council for the amount equivalent to 150% of the sum of the Contribution Values for all Items of Work which are required to be Completed prior to the issue of a Subdivision Certificate or an Occupation Certificate with respect to that part of the Development to which the relevant Construction Certificate relates.

Replacement of Security

- 1.2 The Developer may replace the Security provided by it at any time, provided that the amount of that replacement is not less than that which is required to be provided under this clause 1.
- 1.3 On receipt of a replacement Security, Council must immediately release the Security being replaced and return it to the Developer.

Council may call on Security

- 1.4 If the Developer fails to comply with a notice issued under 20.1 of the Planning Agreement, without limiting any other remedies available to it, Council may call on the Security provided by the Developer.
- 1.5 If Council calls on the Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the relevant breach.

Top up of Security

- 1.6 If Council calls on the Security, Council, by notice in writing to the Developer, may require the Developer to provide a further or replacement Security in an amount that, when added to any unused portion of the Security then held by Council, does not exceed the amount of the Security Council is entitled to hold at that time under this clause 1.

Release of Security and Defects Security

- 1.7 Once the Development Contributions on account of which the Security was provided are Complete in accordance with the Planning Agreement, Council must return the Security (or any remaining balance of it) within ten (10) business days of a request being made for its return by the Developer, provided the Developer provides an additional Bank Guarantee before the return of the Security, in the amount of 15% of the initial Security provided under clause 1.1 (**Defects Security**).
- 1.8 The Developer may satisfy its obligations under clause 1.7 (either in whole or in part), by directing Council to retain any Security held by Council which is required to be released by Council under this clause 1.
- 1.9 If the Developer fails to comply with a Rectification Notice during the Defects Liability Period, without limiting any other remedies available to it, Council may call on the Defects Security.



- 1.10 If Council calls on the Defects Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the relevant breach.

Release of Defects Security

- 1.11 Unless:
- 1.11.1 the relevant Defects Liability Period has not expired; or
 - 1.11.2 Council has issued a Rectification Notice under the Planning Agreement which has not been complied with,
- Council, upon a written request being made by the Developer, must return the Defects Security (or any remaining balance of it) within ten (10) business days of such a request being made.

Indexation of value of Contribution Value

- 1.12 The Contribution Values for the Developer Works and any security provided for the Developer Works will be indexed quarterly in accordance with CPI.
- 1.13 The Developer must ensure that the security held by Council at all times equals the indexed amount notified to the Developer by Council.



Execution

Executed as a Deed

Dated: 29.5.26

Signed for and on behalf of Liverpool City Council (ABN 84 181 182 471) by its
Authorised Delegate:

Signature of Authorised Delegate

JASON BRETON

Name of Authorised Delegate

C.E.O

Position of Authorised Delegate

Witness (Signature)

Maria Gimellaro

Witness (Print Name)

29/05/2026

Date:

Signed sealed and delivered by the Minister administering the *Environmental Planning & Assessment Act 1979* (ABN 20 770 707 468) in the presence of:

.....
Signature of witness

.....
Signature of delegate of the Minister
administering the *Environmental Planning and Assessment Act 1979*

.....
Name of witness in full

.....
Name of delegate of the Minister administering
the *Environmental Planning and Assessment Act 1979*



Execution

Executed as a Deed

Dated: 29 June 2026

Signed for and on behalf of Liverpool City Council (ABN 84 181 182 471) by its
Authorised Delegate:

Signature of Authorised Delegate

Witness (Signature)

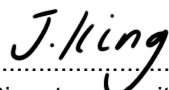
Name of Authorised Delegate

Witness (Print Name)

Position of Authorised Delegate

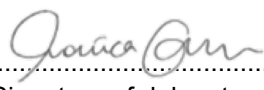
Date:

Signed sealed and delivered by the Minister administering the *Environmental Planning & Assessment Act 1979* (ABN 20 770 707 468) in the presence of:


.....
Signature of witness

Electronic signature of me, Julie King
affixed by me on 29 June 2026

Julie King
.....
Name of witness in full


.....
Signature of delegate of the Minister
administering the *Environmental Planning and*
Assessment Act 1979
Monica Gibson
Deputy Secretary, Planing, Land Use Strategy,
Housing and Infrastructure
.....
Name of delegate of the Minister administering
the *Environmental Planning and Assessment*
Act 1979

Electronic signature of me, Monica
Gibson affixed by me on 29 June 2026.

Edmondson Park Precincts 3, 5 and 9 Planning Agreement

Liverpool City Council

Minister administering the *Environmental Planning & Assessment*

Act 1979

Landcom

Level 32
4 Parramatta Square, 12 Darcy Street
Parramatta NSW 2150.....

Address of witness

*By signing this deed, the witness states that
they witnessed the signing of this deed by:

Monica Gibson

.....
..... (being the name of the
Minister's delegate)
over audio visual link (and signed as a witness
in counterpart if applicable) in accordance with
section 14G of the *Electronic Transactions Act*
2000 (NSW).

Executed by Landcom in accordance with s127(1) of the Corporations Act (Cth) 2001

Director

Director / Secretary

Name

Name



Edmondson Park Precincts 3, 5 and 9 Planning Agreement
Liverpool City Council
Minister administering the *Environmental Planning & Assessment*
Act 1979
Landcom



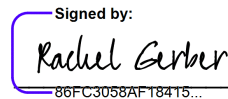
.....
Address of witness

*By signing this deed, the witness states that
they witnessed the signing of this deed by:

.....
..... (being the name of the
Minister's delegate)
over audio visual link (and signed as a witness
in counterpart if applicable) in accordance with
section 14G of the *Electronic Transactions Act*
2000 (NSW).

Executed by Landcom

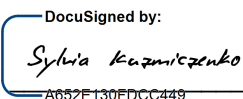
Signed, sealed and delivered for and on behalf of Landcom by its attorney under power of attorney Book 4838 No 678 dated 30 May 2025. By signing this document, the attorney certifies that they have no notice of revocation of such powers and authorities

Signed by:

86FC3058AF18415...

Signature of witness

Rachel Gerber
Name of Witness

Level 14, 60 Station Street Parramatta

DocuSigned by:

A652E130FDCC449...

Signature of attorney

Sylvia Kuzmiczenko Director, Legal - Projects and Transactions
Name of attorney



Appendix: Explanatory Note

(Clause 42)

Environmental Planning and Assessment Regulation 2021

(Section 205)

Prepared in accordance with Clause 205 of the Environmental Planning and Assessment Regulation 2021 (EP&A Regulations).

The purpose of this Explanatory Note is to provide a plain English summary to support the public notification, in accordance with section 7.5 of the *Environmental Planning and Assessment Act 1979* (the Act), of a draft Voluntary Planning Agreement (VPA) under section 7.4 of the Act.

1. Subject Site:

The draft Planning Agreement (Draft VPA) applies to portions of the Edmondson Park Town Centre South (known as Precincts 3, 5, and 9. Precinct 9) (comprising land both currently and previously owned by Landcom).

The applicable lots to which this Draft VPA applies are as follows:

Precinct 3

- Lot 2 DP 1272931
- Lot 3 DP 1272931
- Lot 5 DP 1272931

Precinct 5

- Lot 705 in DP1215666

Precinct 9

- Lot 103 DP 1275550
- Lot 104 DP 1275550
- Lot 303 DP 1259974
- Lot 40 DP 1286151
- Lot 41 DP 1286151
- Lot 42 DP 1286151
- Lot 43 DP 1286151
- Lot 44 DP 1286151
- Lot 45 DP 1286151
- Lot 46 DP 1286151
- Lot 1 DP 1275478
- Lot 2 DP 1275478
- Lot 3 DP 1275478
- Lot 4 DP 1275478
- Lot 5 DP 1275478
- Lot 6 DP 1275478
- Lot 7 DP 1275478
- Lot 8 DP 1275478
- Lot 302 DP 1259974
- Lot 411 DP1318801
- Lot 413 DP1318801
- Lot 412 DP1318801

2. Parties to the Planning Agreement:

Liverpool City Council (the Council)
ABN: 84 181 182 471
Ground Floor, 50 Scott Street, Liverpool NSW 2170

AND

LANDCOM (Developer)
Level 14, 60 Station Street Parramatta NSW 2150

AND

Minister for Planning and Public Spaces (Minister)
ABN 37 755 709 681
4 Parramatta Square, 12 Darcy Street, Parramatta 2150

3. Background Context

In 2011, the Planning Assessment Commission approved the Edmondson Park South Concept Plan (MP10_0118) (Concept Plan). The Concept Plan applied to the entirety of the Edmondson Park Precinct. This facilitated, subject to the grant of development consents, redevelopment of the former Ingleburn Army base and nearby land, including:

- Residential development of 3,530 dwellings (where 440 dwellings are located within Edmondson Park South Landcom owned land, with the remainder located within Fraser owned land, and Edmondson Park North)
- Between 35,000m² and 45,000m² of retail, business and commercial gross floor area
- Protection of 150 hectares of conservation land in regional parks
- Upgrades to Campbelltown Road, including three new signalised intersections.

Since approval, multiple modifications to the Concept Plan have been made. Modification 5 (MOD 5) applies specifically to the Landcom owned portion of the Edmondson Park Town Centre precinct (known as Precinct 9), which is the subject of the draft VPA-45. MOD 5 increased the scale and dwelling density of development with the following changes:

- Introduction of a gross floor area limit
- Reduction the allocated area for a school site from 8 hectares to 6 hectares
- Allow residential use on the 2 hectares of land previously allocated for school land
- Increase the maximum building height (ranging from 12m to 50m) to a maximum of 67m

- Increase in the anticipated number of dwellings in the precinct from 440 to 3030 dwellings (an increase of 2590 dwellings).

The Developer made an offer to enter into this Draft VPA to provide material public benefits that will ensure that increased demand for roads, parks and community facilities caused by the development of the Edmondson Park South precinct are met.

As MOD 5 allows for more homes and a higher density, Council and the Developer negotiated this Draft VPA to ensure the demand for roads, parks, community facilities caused by the increase in dwellings is addressed. The negotiations also ensure that the public receives benefits from the Draft VPA which are in line with the greater Edmondson Park development.

4. Objectives, nature and effect of the Planning Agreement (Clause 205(1)(a))

4.1. Objectives

The objectives of the Draft VPA are to:

- Ensure the increase in density of development from MOD 5 is supported by the right infrastructure, community facilities and open space
- Secure public benefits that proportionately account for the increase in number of dwellings and building heights
- Provide certainty for Council and the community around the timing of delivery of infrastructure works in the Edmondson Park Town Centre.

4.2. Nature of the Planning Agreement

The Draft VPA is a planning agreement between the Council, Landcom, and the Minister under Section 7.4 of the Act.

The Draft VPA provides for the Developer to deliver land, works and monetary contributions with a total value estimated at \$153,464,497.00.

The Draft VPA replaces the usual development contributions under Section 7.11 and Section 7.12 of the EP&A Act and supports staged delivery of the town centre.

4.3. Effect of the Planning Agreement

The Draft VPA will:

- Secure the delivery of infrastructure, land and monetary contributions through a legally binding mechanism
- Replace the need for the payable contributions that would otherwise be required under S7.11 or S7.12

- Set out obligations for the staged delivery of infrastructure, parks and community facilities in the Edmondson Park Town Centre North Precinct
- Provide a legally enforceable mechanism to secure public benefits in line with the increase scale and density of development

4.4. Public Benefit of the Planning Agreement

The Draft VPA provides public benefits consistent with section 7.4(2) of the EP&A Act, including:

- New transport infrastructure including local roads, intersections and bus stops
- Funding towards a new community facility
- New open space land for drainage
- New parks
- Improved streetscape

5. Assessment of the Merits (Clause 205(1)(b) of the EP&A Regulations)

The Draft VPA is considered to deliver a public benefit that is consistent with the objectives of the EP&A Regulations. It secures open space, transport improvements and funding towards community facilities that go beyond the Contributions Plan. This reduces reliance on Council funding by requiring the Developer to deliver key items directly.

Some works and monetary contributions are tied to specific development staging, which means that delivery of some items may not be immediate but ensures infrastructure is available in line with demand. Council will be responsible for delivering the multi-purpose community centre building using developer funding, which provides flexibility for the design to cater to local needs. Ongoing monitoring and administration will be required, but this ensures the Developer meets the obligations and the agreed outcomes are achieved.

6. Consistency with relevant practice notes

The Draft VPA has been prepared generally in accordance with the NSW Department of Planning Housing and Infrastructure's Planning Agreements Practice Note's requirements for transparency, fairness and public benefit.

7. Capital Works Program

The Draft VPA is consistent with Council's planning priorities and will support the Capital Works Program.

8. Statutory and Administrative Matters

This Explanatory Note will be exhibited with the Draft VPA as required by the *Environmental Planning and Assessment Act 1979* and its Regulation.



This Explanatory Note is not to be used to assist in construing the Draft VPA.

The Council had regard to relevant practice notes issued by the NSW Planning Secretary under Clause 203(6) of the EP&A Regulation in preparing the Draft VPA.