Schedule 4 - RTA Works Portions Procedures

This Schedule 4 applies to all RTA Works Portions.

Subject to any other provision in this deed to the contrary, in respect of each RTA Works Portion, the Developer must:

(a) enter into a Works Authorisation Deed with the RTA for those works prior to commencement of any construction works;

(b) promptly following execution of the Works Authorisation Deed relevant to those works, provide a copy of that deed to the Minister and the RTA;

(c) promptly following execution of any Construction Contract with a third party relating to those works, provide a copy of that deed to the Minister;

(d) comply with all its obligations under the Construction Contract and Works Authorisation Deed relevant to those works;

(e) design that works portion consistent with the Concept Design Plans; and

(f) construct and attain practical completion of the RTA Works Portions for Infrastructure Stages 2 to 5 inclusive, in accordance with the requirements of Schedule 3.

Schedule 5 - Dispute Resolution

(a) This Schedule 5 applies to any dispute under this Deed.

(b) A dispute is taken to have arisen under this Deed if one party gives another party a notice in writing specifying particulars of the dispute.

(c) If a notice is given under paragraph (b) of this Schedule, the parties are to meet within 14 days of the notice in an attempt to resolve the dispute.

(d) If the dispute is not resolved within a further 28 days, the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of that Law Society, or the President's nominee, to select the mediator.

(e) 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 may exercise their legal rights in relation to the dispute, including the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

Schedule 6 - Registration of Deed

1.1 Registration

(a) The Developer agrees to procure the registration of this Deed in the relevant folio of the Register for the Land in accordance with section 93H of the EP&A Act and this Schedule 6.

(b) The Developer, at its expense and risk, as soon as reasonably practicable (but in any event no later than 30 days after the Date of this Deed) take all practical steps and otherwise do anything that the Minister reasonably requires:

(i) to procure

A. the consent of each person who:

1) has an estate or interest in the Land registered under the Real Property Act; or

2) is seized or possessed of an estate or interest in the Land; and

B. the execution of any documents; and

C. the production of the relevant duplicate certificates of title,

to enable the registration of this Deed under the Real Property Act 1900 (NSW) by the Registrar-General in the relevant folio of the Register for the Land in accordance with section 93H of the EP&A Act; and

(ii) to procure registration of this Deed in the relevant folio of the Register for the Land in accordance with section 93H of the EP&A Act.

Schedule 7 - Release and Discharge Terms

(a) If the Developer has paid all Special Infrastructure Contributions payable in connection with any part of the Land to the satisfaction of the Minister (either by paying the relevant proportion of Special Infrastructure Contribution or by the Application of an Available SIC Offset Amount pursuant to clause 3.5(c)(ii)), then at the Developer's request, the Minister agrees to:

(i) provide a full release and discharge of this Deed with respect to that part of the Land;

(ii) sign all documentation as is necessary to remove this Deed from the title of that part of the Land; and

(iii) sign such documentation as is necessary to remove any caveat lodged by the Minister in relation to that part of the Land pursuant to clause 6.

(b) Progressively as the Minister is satisfied that

(i) the Developer has fully complied with or otherwise secured such of its obligations under this Deed, as are applicable to a part of the Land; and

(ii) the relevant part of the Land ("the Released Land") is able to be dealt with, without thereby preventing the Developer from discharging of its remaining obligations under this Deed; then

at the Developer's request, the Minister agrees to:

(iii) provide a full release and discharge of this Deed with respect to the whole of the Released Land;

(iv) sign all documentation as is necessary to remove this Deed from the title of the Released Land; and

(v) sign such documentation as is necessary to remove any caveat lodged by the Minister in relation to the Released Land pursuant to clause 6.

(c) The Developer must, promptly following written demand from the Minister, reimburse the Minister for any Costs the Minister incurs in connection with doing anything required or contemplated by this Schedule 7.

Schedule 8 - Bank Guarantees

1. Bank Guarantees Required

If the Developer provides one or more Bank Guarantees to the Minister pursuant to clause 3.3(a)(i), then the terms and conditions of this Schedule 8 apply in relation to those Bank Guarantees.

2. Face value of Bank Guarantee

If a Bank Guarantee is required to be provided by the Developer to the Minister under this Deed, then the Developer must procure and give to the Minister a Bank Guarantee with a face value of an amount equivalent the amount and at the time specified in this Deed.

3. Expiry of Bank Guarantees

(a) If any Bank Guarantee provided by the Developer is expressed as expiring on a certain date, the Developer must provide the Minister with a replacement Bank Guarantee 20 Business Days prior to the expiry of any Bank Guarantee subject to paragraph 4 of this Schedule 8.

(b) The provision of the Bank Guarantee does not:

(i) relieve the Developer from any of its obligations under any other provision of this Deed; or

(ii) limit the right of the Minister to recover from the Developer in full all money payable to the Minister under this Deed, including without limitation, interest on any such amounts or damages or other losses incurred by the Minister.

4. Failure to replace expired Bank Guarantee

If the Developer fails to provide the Minister with a replacement Bank Guarantee in accordance with paragraph 3 of this Schedule 8, the Minister may call on the full amount of such Bank Guarantee after giving 10 Business Days prior written notice to the Developer.

5. Cash deposit

(a) If the Minister makes demand under any Bank Guarantee pursuant to paragraph 4 of this Schedule 8, the Minister must hold the full amount so paid to the Minister as a cash deposit ("Cash Deposit") in a separate account opened with any body corporate that is an ADI (authorised deposit-taking institution) for the purposes of the Banking Act, 1959 in the name of the Minister ("Cash Deposit Account"). The Cash Deposit will operate to secure the same obligations under this Deed that the relevant Bank Guarantee secured.

(b) The Minister may only withdraw the proceeds from the account to the extent, if any, that it becomes entitled to call on the relevant Bank Guarantee under this Deed (other than for the Developer's failure to provide a replacement Bank Guarantee pursuant to paragraph 4 of this Schedule 8).

(c) All costs, charges, duties and taxes payable in connection with the Cash Deposit Account or interest accruing on moneys credited to the Cash Deposit Account may

be satisfied by the Minister withdrawing money from the Cash Deposit Account and applying the money for that purpose.

(d) If no moneys are, or may become, payable to the Minister under this Deed in connection with the obligations under this Deed secured by the relevant Bank Guarantee and the Developer has satisfied all of its obligations under this Deed which were secured by the relevant Bank Guarantee, the Minister must pay the balance of the Cash Deposit Account, less all costs, charges, duties and taxes payable in connection with such payment, to the Developer.

(e) Subject to paragraph 6 of this Schedule 8, for the avoidance of doubt, the Developer has no right to require the Minister to release the Cash Deposit until the Minister is reasonably satisfied that no moneys are, or may become, payable to the Minister under this Deed in relation to obligations secured by the relevant Bank Guarantee.

6. Release of Cash Deposit

The Minister must release the Cash Deposit to the Developer if the Developer provides the Minister with a replacement Bank Guarantee complying with the requirements of paragraph 3 of this Schedule 8.

Schedule 9 - Assignment and Dealing

1.1 Developer may not alienate

(a) The Developer must not mortgage, charge or otherwise encumber the whole or any part of the Land which is, or may reasonably be, the Marsden Park Sydney Water Reservoir Site and/or the Agreed Substation Site..

(b) The Developer must not assign, transfer, novate, grant rights in connection with, enter into a joint venture regarding or otherwise deal with its interest in any Services Infrastructure or any Services Infrastructure Works otherwise than in accordance with this Deed.

1.2 Developer's proposed assignment of rights

(a) Unless the matters specified in paragraph 1.1 of this Schedule 9 are satisfied, the Developer is not to assign or novate to any person the Developer's rights or obligations under this Deed.

(b) The matters required to be satisfied for the purposes of paragraphs 1.1(a) and 1.2(b) of this Schedule 9 are as follows:

(i) the Developer has, at no cost to the Minister, first procured the execution by the person to whom the Developer's rights or obligations under this Deed are to be assigned or novated, of an agreement in favour of the Minister on terms satisfactory to the Minister;

(ii) the Minister, by notice in writing to the Developer, has stated that evidence satisfactory to the Minister has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Deed;

(iii) the Developer is not in breach of this Deed; and

(iv) the Developer has, at no cost to the Minister or the RTA, first procured the execution by the person to whom the Developer proposes to assign or novate rights or obligations under this Deed, of an agreement in favour of the RTA on terms satisfactory to the RTA whereby that person agrees to perform those obligations being performed by the Developer under the Works Authorisation Deeds.

1.3 Right of Developer to sell Land

The Developer must not sell or transfer the whole or any part of the Land for which a Special Infrastructure Contribution has not been paid or for which an Available SIC Offset Amount has not been Applied pursuant to clause 3.5(c)(ii) in respect of that Land, unless before it sells, transfers or disposes of any such part of the Land to another person (**Transferee**):

(a) it satisfies the Minister acting reasonably that the proposed Transferee is respectable and financially capable of complying with such of the Developer's obligations under this Deed (including, without limitation, by providing financial statements for the proposed transferee and credit standing) as the Minister acting reasonably shall nominate must be adopted by the Transferee (**Required Obligations**);

(b) the requirements specified in paragraph 1.1 of this Schedule 9 are satisfied; and

(c) the rights of the Minister under this Deed are not diminished or fettered in any way.

1.4 Minister's Costs

The Developer must pay to the Minister (or reimburse the Minister on demand) for all the Costs incurred by the Minister in connection with any assignment or dealing proposed under paragraphs 1.1 or 1.2 of this Schedule 9.

1.5 Minister's assignment of rights

The Minister:

(a) may assign its rights under this Deed to another Minister of the State of New South Wales or to a statutory body representing the Crown without the Developer's consent;

(b) must require the transferee and the Developer to enter into a deed in form and substance acceptable to the Minister and the Developer each acting reasonably containing provisions under which the transferee and the Developer agree to comply with the terms and conditions of this Deed; and

(c) will pay the Developer's reasonable Costs in relation to that assignment.

Schedule 10 - General Provisions

1.1 Approvals and Consent

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

1.2 Costs

(a) Unless otherwise specified in this Deed, all Costs relating to this Deed are to be borne by the parties in the proportions specified in Schedule 11 and are payable on demand.

(b) Without limiting paragraph 1.2(a) of this Schedule 10, the Developer agrees to pay or reimburse the Minister on demand for:

(i) Costs of the Minister in connection with any exercise or non-exercise of rights (including, without limitation, in connection with the contemplated or actual enforcement or preservation of any rights under this Deed) waiver, variation, release or discharge in connection with this Deed; and

(ii) Taxes and fees (including, without limitation, registration fees) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this Deed or a payment or receipt or any transaction contemplated by this Deed.

1.3 Effect of terms and conditions in Schedules

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

1.4 Entire agreement

The parties intend the First Planning Agreement and the Second Planning Agreement (once it is entered into and is operative pursuant to clause 2.2(b)) to constitute the entire agreement and understanding between them in relation to the subject matters of each of the First Planning Agreement and the Second Planning Agreement respectively and agree that any prior agreements or arrangements between them relating to the subject matter of the First Planning Agreement and the Second Planning Agreement are rescinded and have no further force or effect. No party can rely on an earlier document, anything said or done by another party, or by an officer, agent or employee of that party, before the Date of this Deed, except as permitted by law.

1.5 Further acts

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

1.6 Governing Law and jurisdiction

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

1.7 Enforcement

(a) This Deed may be enforced by either party in any court of competent jurisdiction.

(b) For the avoidance of doubt, nothing in this Deed prevents:

(i) 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; and

(ii) an Authority or the Minister from exercising any function under the EP&A Act or any other Law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates; and

(c) The Developer covenants with the Minister that the Developer will not rescind or terminate this Deed or make a claim that this Deed is void, voidable, illegal or unenforceable because a condition in a Planning Consent requires the Developer to enter into the Planning Agreement.

(d) The Developer indemnifies the Minister against any liability, loss, claim, damages, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process) arising from or incurred in connection with the Developer's breach of any of its obligations under paragraph 1.7(c) of this Schedule 10.

(e) The indemnity in paragraph 1.7(d) of this Schedule 10 is a continuing obligation, separate and independent from the Developer's other obligations and survives completion, rescission or termination of this Deed.

(f) It is not necessary for the Minister to incur expense or to make any payment before enforcing the indemnity in clause paragraph 1.7(d) of this Schedule 10.

(g) The Developer must pay on demand any amount it must pay under the indemnity in paragraph 1.7(d) of this Schedule 10.

1.8 No fetter

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

(a) nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and

(b) nothing in this Deed imposes any obligation on an Authority to:

(i) grant any Planning Consent; or

(ii) exercise any function or power under the EP&A Act in relation to a change, or a proposed change, in an environmental planning instrument.

1.9 Joint and individual liability and benefits

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

1.10 Representations and warranties

The Developer represents and warrants that:

(a) (**power**) it has power to enter into this Deed and comply with its obligations under the Deed;

(b) (**no contravention or exceeding power**) this Deed does not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its officers to be exceeded;

(c) (**authorisations**) it has in full force and effect the authorisations necessary for it to enter into this Deed to which it is a party, to comply with its obligations and exercise its rights under this Deed and to allow this Deed to be enforced;

(d) (**validity of obligations**) its obligations under this Deed are valid and binding and are enforceable against it in accordance with the terms of the Deed;

(e) (**no immunity**) does not have immunity from the jurisdiction of a court or from legal process;

(f) (**benefit**) it benefits by entering into this Deed to which it is a party; and

(g) (**capacity**) it does not enter this Deed as an agent for any other person or as trustee of any trust or on behalf or for the benefit of any other person.

The Developer acknowledges that the Minister has entered into this Deed to which it is a party in reliance on the representations and warranties in this paragraph 1.10 of this Schedule 10.

1.11 Severability

(a) 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.

(b) 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.

1.12 Modification

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

1.13 Waiver

(a) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another party.

(b) A waiver by a party is only effective if it is in writing.

(c) A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

1.14 Confidentiality

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

1.15 Release and indemnity

(a) The Developer agrees that the obligation to provide the Development Contributions is at the risk of the Developer. The Developer releases the Minister from any Claim, liability or loss arising from, and Costs incurred in connection with, the Developer's obligation to provide the Development Contributions.

(b) The Developer indemnifies the Minister against all liabilities or loss arising from, and any Costs incurred in connection with the Minister enforcing the Developer's obligation to provide the Development Contributions in accordance with this Deed and/or the Minister exercising the Minister's rights under or by virtue of this Deed.

(c) The indemnity in paragraph 1.15(b) of this Schedule 10 is a continuing obligation, independent of the Developer's other obligations under this Deed and continues after this Deed ends.

Schedule 11 - Costs

Developer - 100% of all Costs including the Minister's legal and advertising costs in connection with this Deed.

Schedule 12 - Minimum Annual Production of Subdivided Land

The minimum annual (cumulative) production of subdivided land to be created in the first five years after the date of gazettal of the SEPP (as amended consistent with the Draft SEPP) (**Amended SEPP**) is as set out in the following table:

Prescribed Timeframe	**Annual Production (Prescribed Area)**	**Cumulative Totals (Area)**
Within 12 months after the date of gazettal of the Amended SEPP	0 hectares	0 hectares
Within 24 months after the date of gazettal of the Amended SEPP	0 hectares	0 hectares
Within 36 months after the date of gazettal of the Amended SEPP	5 hectares	5 hectares
Within 48 months after the date of gazettal of the Amended SEPP	5 hectares	10 hectares
Within 60 months after the date of gazettal of the Amended SEPP	10 hectares	20 hectares

Schedule 13 – Department Costs

(a) In accordance with the Precinct Acceleration Protocol (**PAP**) including the requirement that precinct acceleration result in "no cost to Government", the Developer (being the proponent for the accelerated release of the Precinct) agrees to cover the associated basic costs of the Department including payment for:

(i) an infrastructure analyst and any legal advice needed in the planning for the Precinct;

(ii) master planning and statutory planning costs which will be independently commissioned and managed by the Department;

(iii) Precinct project manager costs; and

(iv) Council and Precinct Planning co-ordinator costs.

The tables below list the types of activities to be paid for (or that have been paid for) by the Developer. Costs will be paid by the Developer on a monthly basis to the Department upon receipt of a consolidated tax invoice issued by the Department.

(b) The basic costs of the Department (relating to the management of the Stage 2 Precinct Acceleration Protocol Application "Precinct Acceleration") will be reimbursed by the Developer.

(c) The basic costs of the Department relating to Precinct Planning will be paid monthly. Costs for external services engaged by the Department will be reimbursed at cost upon presentation of an invoice. The total monthly cost will be invoiced plus GST and paid monthly to the Department.

(d) In order to account for the different resources, activities, commencement and conclusion dates for acceleration of the Precinct and Precinct Planning activities the costs of the Department have been split into the following categories:

(i) **"Precinct Acceleration"** are those Department costs specifically related to the management of the Stage 2 Precinct Acceleration Protocol Application.

(ii) **"Precinct Planning"** are those Department costs specifically related to the Precinct Planning Process and will be paid as a monthly cost from the date of gazettal of the release of the Precinct to the date of gazettal of the SEPP (as amended consistent with the Draft SEPP).

(iii) **"Precinct Planning Post Rezoning"** The Department costs for Precinct Planning incurred following gazettal of the SEPP (as amended consistent with the Draft SEPP) i.e. rezoning (e.g. completion of deferred items or areas) will be charged on a direct hourly cost basis to the stated hourly rates and paid monthly by the Developer upon invoice.

(e) The above costs will be identified separately in a combined monthly invoice, plus GST and must be paid by the Developer on a monthly basis. (The first month's invoice will be proportioned to reflect any part month). The basic activities of the Department which have or will general a cost for the Developer are set out in the following tables:

Precinct Acceleration

These costs were incurred by the Department, and have been paid by the Developer, prior to the Date of this Deed

Resource/Activity	Monthly Cost
Department – Precinct Acceleration	
Infrastructure Analyst Overall coordination of Department activities in relation to the Stage 2 Precinct Acceleration Protocol Process for the acceleration of the Precinct. Management of communications between the Department, the Developer, Council, agencies and all other stakeholders. Internal and external reporting including Department Briefing updates and presentations. Preparation and distribution of agendas and minutes as required. Records management.	$6,000 (Estimate based on an average of 15 hours/week charged to this project)
Deputy General Manager – Strategy Executive management of the Stage 2 Precinct Acceleration Protocol Process. Direction, review and sign-off of all PAP activities. Executive liaison, reporting and presentations. Interpretation and overview of Department protocols and procedures.	$3,000 (Estimate based on an average of 6 hours/week charged to this project)
Department Executive Involvement of the senior Department executive comprising the General Manager – Operations, the General Manager - Finance and Administration and the Chief Executive Officer. Executive overview and direction including reporting to the Board.	$Nil Charge (Estimate based on a combined average of 2 hours/week charged to this project)
External Expert Adviser – Infrastructure Expert advice in relation to aspects of infrastructure including interpretation and implementation of the business plan, identification of costs and the assessment of variations and alternative proposals that may arise during the Stage 2 planning process.	(All costs have been reimbursed upon presentation of invoice by the Department)
Legal Advice Interpretation and adherence with the EP&A Act and all other regulatory instruments. Input and review of this Deed. Review of Developer/Agency contracts and agreements.	(All costs have been reimbursed upon presentation of invoice by the Department)
Additional Investigations (as required) Additional investigations as required in order for the Department to manage and implement the Stage 2 Precinct Acceleration Protocol Application including but not limited to; road and traffic engineering, geological, heritage and/or archaeological, demographic, ecological and identification of existing services. Further studies, for example, may be required in order to assess or attribute costs to variations and alternative proposals that may arise during the Stage 2 planning process.	(All costs have been reimbursed upon presentation of invoice)

Total "One-off" Cost for Precinct Acceleration (4 x months)	**$36,000 + GST** (plus payment of invoices for External Adviser, Legal Advice & Additional Investigations) (one-off cost has been paid in full in first monthly invoice)

PACG – Precinct Acceleration "One-off Cost"	
PACG Members Overview of GCC management of the Stage 2 application. Review of recommendation for release of Precinct for planning. Review and approval of final Stage 2 application including review of this Planning Agreement, review of agency contracts and agreements and subsequent reporting to Cabinet.	$3,000
Secretariat Executive management of the Stage 2 application. Direction, review and sign-off on all PAP activities. Executive liaison, reporting and presentations. Interpretation and overview of GCC and PACG protocols and procedures.	$6,000
Expert Adviser Expert advice as required by the PACG in order to oversee, assess and make recommendations on the Stage 2 application throughout the precinct planning phase.	$3,000
Legal &/or other Advice Note. PACG expect any Legal or other advice required will be provided via GCC.	$Nil
Total "One-off" Cost for PACG	**$12,000 + GST** (one-off cost has been paid in full in first monthly invoice)

Precinct Planning

Department – Precinct Planning	

Project Manager, Planning Overall coordination and management of the precinct planning process including implementation of the precinct planning protocol. Participation in the Project Control Group (PCG) and Precinct Working Group (PWG). Liaison with relevant Councils, infrastructure providers and statutory bodies. Review and report on all precinct planning activities being undertaken by the Developer.	$5,750 (Estimate based on 40% full-time engagement charged to this project)
Precinct Project Co-ordinator Overall coordination and management of the precinct planning process including implementation of the precinct planning protocol. Participation in the Project Control Group (PCG) and Precinct Working Group (PWG). Liaison with relevant Councils, infrastructure providers and statutory bodies. Review and report on all precinct planning activities being undertaken by the Developer.	$19,715 + Disbursements* (Estimate based on supply contract. Monthly invoices to be reimbursed in-full)
Deputy General Manager – Land Release Executive management of the precinct planning process including review and direction of the Project Manager. Participation in Project Control Group (PCG) as deemed necessary. Executive liaison, reporting and presentations. Interpretation and overview of GCC planning protocol and procedures.	$2,000 (Estimate based on an average of 4 hours/week charged to this project)
Community Liaison Manager Interaction, review and reporting on Developer community liaison activities. Participation in the Project Control Group (PCG) and Precinct Working Group (PWG) as deemed necessary. Provide input and support to the Project Manager as required.	$1,000 (Estimate based on an average of 2 hours/week charged to this project)
Additional Investigations & Planning Studies (as required) Additional investigations and planning studies as required by the Department in order for it to manage and implement the precinct planning process being undertaken by the Developer. These costs will also include reasonable contributions to Council agreed by the Department as well as costs associated with any independent review for advice related to planning studies considered necessary by the PCG.	(All costs to be reimbursed upon presentation of invoice by the Department)
Total Monthly Cost for Precinct Planning	**$28,465 + GST** (plus payment of invoices for Planning Studies & Additional Investigations)

* The amount shown for the Project Co-ordinator resource reflects a minimum rate per month based on 35 hours per week inclusive of basic overheads such as travel etc. (Any additional costs relating to contract conditions such as termination etc will be paid in full by the Developer. A draft copy of the contract will be provided). Where additional hours and/or additional costs such as approved disbursements are to be incurred, these costs will be subject to prior approval from the Developer and will be paid in full by the Developer.

Note: The abovementioned functional bodies and titles may have changed with the merging of the Government departments but have been retained in this deed as the tasks remain unchanged and were relevant when the relevant costs were incurred.

Schedule 14 – Acceptance of Developer's Offer

TO: Marsden Park Developments Pty Limited (**Developer**)

The Minister for Planning (**Minister**) accepts the offer granted by the Developer under clause 2.2(a) of the 'Planning Agreement - Marsden Park Industrial Precinct' (**Deed**) dated ***[insert]*** between the Minister and the Developer to enter into the Second Planning Agreement (as that term is defined in the Deed).

In accepting the Developer's offer referred to above, the Second Planning Agreement operates and becomes legally binding on both parties, and the parties will be taken to have entered into the Second Planning Agreement on and from the date of this notice.

Dated:

Signed by the Minister

_____

Executed as a deed

Signed sealed and delivered by **The Minister for Planning**, in the presence of:

Signature of Witness

MICHAEL FLEMING
Name of Witness in full

Signature of Minister

Name of Minister
TONY KELLY

Executed by **Marsden Park Developments Pty Ltd ACN 123 238 282** in accordance with section 127 of the Corporations Act:

Signature Director

William Walter Wearn
Full name of director

Signature of company secretary/director

BRYAN KEITH SINGH
Full name of company secretary/~~director~~

Executed by **Ganian Pty Limited ACN 079 625 835** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

ROBERT JOHN WEARN.
Full name of director

Signature of company secretary/director

BRYAN KEITH SINGH.
Full name of company secretary/director

Annexure A - Explanatory Note

Marsden Park Industrial Precinct Planning Agreement

Introduction

The Marsden Park Industrial Precinct is the first Precinct to be released under the Government's Precinct Acceleration Protocol (**PAP**). The PAP has been developed by Government to allow the early release of land within the Growth Centres for development. The VPA addresses the key condition of the PAP in that the early release of these precincts are to be at no cost to Government.

The Marsden Park Industrial Precinct Planning Agreement is a contractual arrangement between the Minister for Planning (the "**Minister**") representing the NSW Government and Marsden Park Developments Pty Ltd (the "**Developer**") that is expressly authorised by statute. Planning Agreements are the creation of Division 6 of Part 4 of the Environmental Planning and Assessment Act (Act).The Marsden Park Industrial Precinct Planning Agreement outlines the conditions under which the Minister will consider amending the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the "**SEPP**")

The effect of the amendment to the SEPP, would be to rezone the Land for urban purposes to, as indicated by the Marsden Park Industrial Precinct Indicative Layout Plan.

Stage 2 (Approval and Implementation) of the PAP requires the Developer to accept a Government prepared Requirements Package. The Requirements Package requires the Developer to fund the Precinct Planning process as well as fund and deliver essential infrastructure to support the precinct, including regional transport infrastructure and services infrastructure. The Marsden Park Industrial Precinct Planning Agreement formally commits the Developer to the delivery of the Requirements Package.

The Marsden Park Industrial Precinct Planning Agreement contains two Planning Agreements.

The first Planning Agreement will be operative and entered into following execution of that document by the Minister and the Developer (**First Planning Agreement**). The First Planning Agreement provides that the Developer will fund the planning process for the Precinct (at an estimated cost of $1,930,000) (**Precinct Planning Contribution**) and will prepare a Servicing Strategy and Implementation Plan.

Within this document is an irrevocable offer by the developer to enter into a second Planning Agreement, which will be taken to be operative on and from the date that the Minister accepts the Developer's offer following issue of the first planning consent within the Precinct but no later than one year after the execution of the First Planning Agreement (**Second Planning Agreement**). This offer and acceptance mechanism is to utilise provisions within the Goods and Services Tax legislation (A NEW TAX SYSTEM (GOODS AND SERVICES TAX) ACT 1999) for the provision of infrastructure to be exempt from GST.

The Second Planning Agreement provides that the Developer will fund or provide the road works infrastructure (**Road Works**) and **Servicing Infrastructure** given the demands created by the development of the Precinct.

The Road Works to be provided under the Marsden Park Industrial Precinct Planning Agreement generally comprise the upgrade of a 1.7km section of Richmond Road between Townson Road and Grange Avenue to a four lane principal arterial road including intersections. The staged delivery of the Richmond Road upgrade is linked to development milestones of the Precinct.

The Marsden Park Industrial Precinct Planning Agreement defines an orderly process by which the Developer will plan and deliver infrastructure as required in consultation with the relevant service authorities to support the orderly development of the whole of the precinct. The Marsden

Park Industrial Precinct Planning Agreement requires that appropriate contracts be entered into with the relevant authorities as components of services infrastructure are planned and delivered.

The Marsden Park Industrial Precinct Planning Agreement requires the Developer:

1. to prepare a Services Infrastructure Strategy within six months of the SEPP Amendment;
2. to prepare a Services Infrastructure Implementation Strategy within eighteen months of the SEPP Amendment;
3. to enter fund, construct and provide for the ultimate handover of all services related land and services infrastructure to the relevant service authority.

Summary of Objectives, Nature and Effect of the Planning Agreements

A key objective of the NSW Government is the supply of land for urban development to the market as quickly as possible consistent with the most efficient use of government funds.

The Road Works will be undertaken in accordance with the Second Planning Agreement and on a staged basis (and in separate work portions known as "**Milestones**").

The Road Works generally comprise the upgrade of Richmond Road between Townson Road and Grange Avenue to a four lane principal arterial road. These works are to include:

1. construction of the western spur of a four-way signalised intersection proposed at Townson Road to provide an entrance into the Precinct;
2. signalised four-way intersection at South Street;
3. left-in / left-out non-signalised intersection at Grange Avenue;
4. the road cross section to be in accordance with the RTA Route Strategic Master Plan for Richmond Road Corridor; and
5. the design and construction of bus stop(s) as determined by the Department of Planning and NSW Roads and Traffic Authority.

The Second Planning Agreement also provides that the Developer must provide services infrastructure to the Precinct to meet the needs created by the future development of the entire Precinct at no cost to Government. The provision of the services infrastructure must be timed to support the orderly development of the Precinct in that adequate services capacity is to be provided for use by other developers within the Precinct

In addition, the Second Planning Agreement includes obligations designed to encourage the Developer to subdivide and develop the Land for uses and purposes specified within the SEPP Amendment in accordance with certain nominated Milestones.

The Developer may become liable to pay the Special Infrastructure Contribution in connection with the Development or other developments within the Sydney Region Growth Centres.

- The Second Planning Agreement provides that the Developer may be entitled to 'offset amounts' (**SIC Offset Amounts**) which could be applied towards its Special Infrastructure Contribution obligations (in part or in whole) as a result of the Developer having achieved a Milestone (or which enables the Developer to apply those SIC Offset Amounts towards the partial or full satisfaction of the Developer's obligations to make a Special Infrastructure Contribution). Accordingly, if the Developer achieves a

Milestone to the satisfaction of the Minister, the Developer will be entitled to SIC Offset Amounts for a value attributable to that Milestone; and

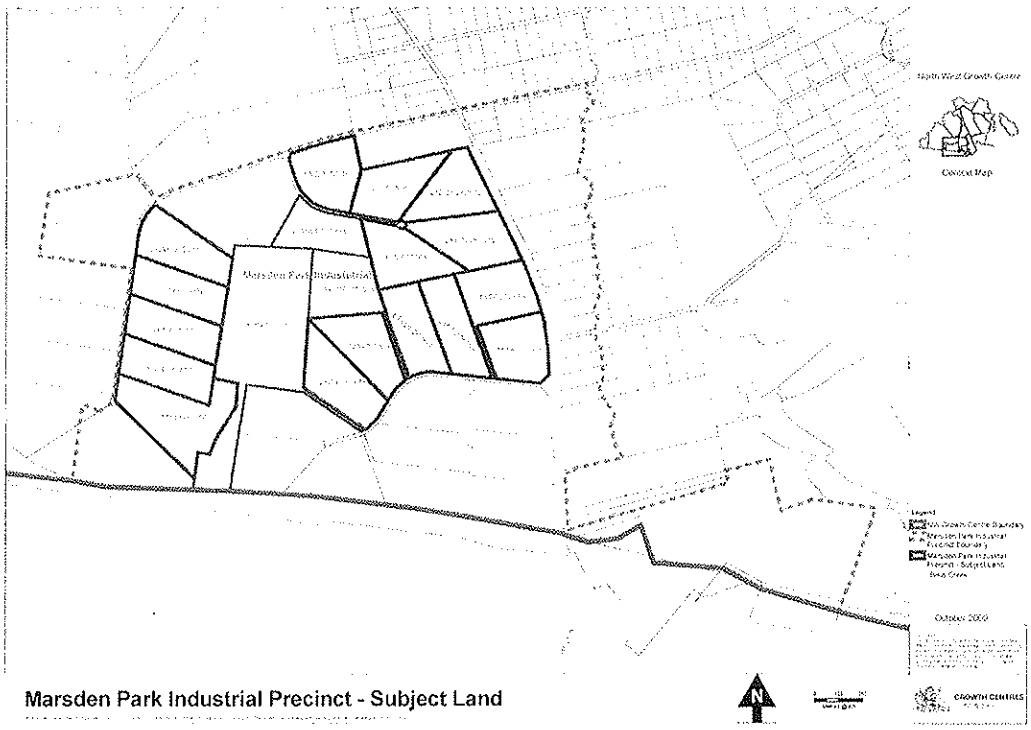
- if the Developer becomes liable to make Special Infrastructure Contributions in respect of the Development or any other development undertaken by the Developer within the Sydney Region Growth Centres, the Developer will be entitled to apply those SIC Offset Amounts towards the partial or full satisfaction of the Developer's obligations to make those Special Infrastructure Contributions.

The Developer will also be entitled to SIC Offset Amounts for a portion of its Precinct Planning Contribution (as determined by the Minister). Such entitlement will not exceed $1,930,000.

All of the SIC Offset Amounts are subject to indexation.

Description of the Subject Land

The Planning Agreements apply to those parcels of land owned by the Developer within the Marsden Park Industrial Precinct, shown edged in dark blue ink on the Subject Land Map below:



Marsden Park Industrial Precinct - Subject Land

If the SEPP Amendment is made, the Developer intends to make development applications under the Act to develop the Land consistent with the gazetted Marsden Park Industrial Precinct, Indicative Layout Plan (the "**Development**").

It is noted that Section 93F(9) of the Act states that:

A Planning Agreement cannot impose an obligation on a planning authority:

(a) to grant development consent, or

(b) to exercise any function under this Act in relation to a change to an environmental planning instrument.

As such, the Planning Agreements have no bearing on whether the SEPP Amendment is made. Rather many of the commitments made in the Second Planning Agreement are made subject to the SEPP Amendment.

The Planning Agreements provide for the Developer to register the Planning Agreements on title to the Land in accordance with section 93H of the Act.

Assessment of Merits of Planning Agreements

The Planning Purpose of the Planning Agreements

In accordance with section 93F(2) of the Act, the Planning Agreements have the following planning purposes.

The Planning Agreements provide for the provision of infrastructure to meet the demands generated by the Development for new State public infrastructure.

The Planning Agreements will:

- enable the Land to be developed in a timely and efficient manner to promote economic development;
- enable the provision of public road improvements; and
- enable the provision of the essential services infrastructure to service the Precinct at no cost to Government.

The Minister and Developer have assessed the Planning Agreements and both hold the view that the provisions of the Planning Agreements provide a reasonable means of achieving the public purposes set out above. This is because the Planning Agreements describe an appropriate mechanism by which planning outcomes can be achieved without causing additional costs to Government due to the early release of the Land.

How the Planning Agreements Promote the Public Interest and the Objects of the *Environmental Planning and Assessment Act 1979*

The Planning Agreements promotes the public interest and following objects of the *Environmental Planning and Assessment Act 1979* as contained in section 5 of that Act:

- Section 5(a) (i) *"the proper management, development and conservation of natural and artificial resources ..... for the purpose of promoting the social and economic welfare of the community and a better environment."* by providing the resources needed for proper co-ordinated planning of the precinct and the essential upgrades needed for the State road system;

- Section 5(a)(ii) *"the promotion and co-ordination of the orderly and economic use and development of the land"* by ensuring that the land use planning and infrastructure co-ordination occurs prior to rezoning and that the delivery of the State road network is tied to key milestones in the urban development of the Precinct;

- Section 5(a)(iii) *"the protection, provision and co-ordination of communication and utility services"* by setting aside the land needed for State and local level infrastructure delivery;

- Section 5(a)(iv) "*the provision of land for public purposes*" by undertaking preliminary designs for Richmond Road to ensure that the land needed for widening and upgrading is available.

- Section 5(b) "*to promote the sharing of the responsibility for environmental planning between the different levels of Government in the State*" by creating a transparent and permanent means of obligating the Developer to contribute to State transport infrastructure in the same way that Blacktown City Council's Section 94 plan creates obligations in relation to local transport and drainage infrastructure; and

- Section 5(c) "*to provide increased opportunity for public involvement and participation in environmental planning and assessment*" by making drafts of the proposed Planning Agreements publicly available for inspection at the same time that the explanation of intended effect of the SEPP Amendment is placed on exhibition. This means that the relationship between the scale of the development proposed by the rezoning in the SEPP Amendment and the infrastructure to be provided under the Planning Agreements can be appreciated by the community. This process allows for more informed public submissions to be made to the Department of Planning about the SEPP Amendment.

The Planning Agreements promote the objects of the Act set out above by requiring the Developer to provide the contribution works set out in this explanatory note under the heading "*Summary of Objectives, Nature and Effect of the Planning Agreements*" for the following purposes:

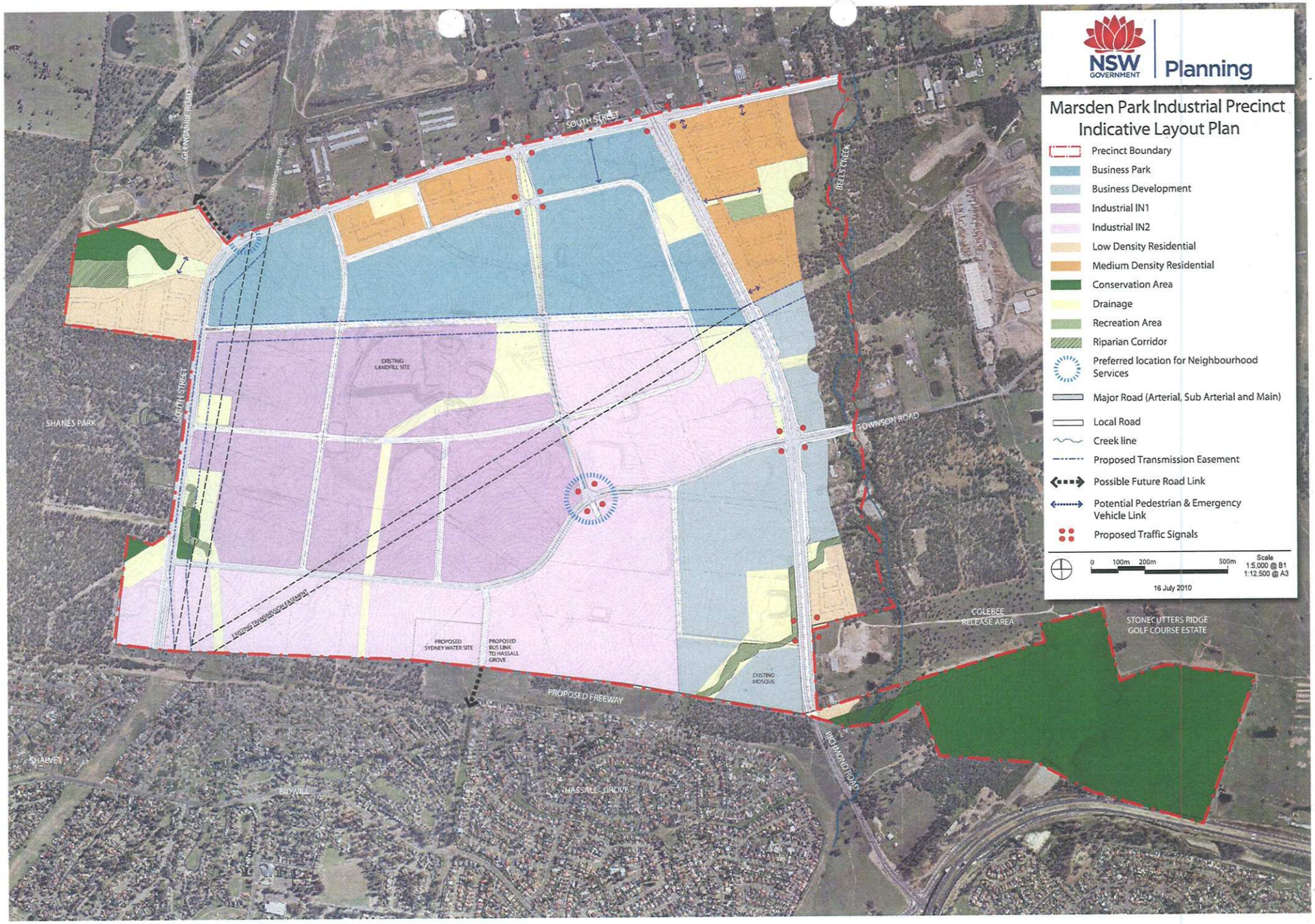
- Funding for the planning process for the Precinct by the Department of Planning;

- The Richmond Road upgrade; and

- The staged provision of services and infrastructure necessary to service the whole Precinct.

Each of these purposes represents an important public benefit, and the Developer's offer to contribute towards these purposes will provide an important positive impact on the public who use the infrastructure and services to which these purposes relate.

Annexure B - Marsden Park Industrial Draft Indicative Layout Plan


NSW GOVERNMENT
Planning
Marsden Park Industrial Precinct
Indicative Layout Plan
Precinct Boundary
Business Park
Business Development
Industrial IN1
Industrial IN2
Low Density Residential
Medium Density Residential
Conservation Area
Drainage
Recreation Area
Riparian Corridor
Preferred location for Neighbourhood Services
Major Road (Arterial, Sub Arterial and Main)
Local Road
Creek line
Proposed Transmission Easement
Possible Future Road Link
Potential Pedestrian & Emergency Vehicle Link
Proposed Traffic Signals
0 100m 200m 500m
Scale
1:5,000 @ B1
1:12,500 @ A3
16 July 2010
GLENGARRIE ROAD
SOUTH STREET
BELLS CREEK
EXISTING LANDFILL SITE
SHANES PARK
TOWNSON ROAD
EXISTING TRANSMISSION EASEMENT
PROPOSED SYDNEY WATER SITE
PROPOSED BUS LINK TO HASSALL GROVE
EXISTING MOSQUE
COLEBEE RELEASE AREA
STONECUTTERS RIDGE GOLF COURSE ESTATE
PROPOSED FREEWAY
RICHMOND ROAD
SHALVEY
BIDWILL
HASSALL GROVE

Annexure C - SIC Offset Certificate

NSW GOVERNMENT | Planning

date

file number

Special Infrastructure Contribution Offset Certificate

This Certificate certifies that the NSW Department of Planning has agreed that the Beneficial Owner of this Certificate has Special Infrastructure Contribution (SIC) entitlements as follows:

Beneficial owner of credits:

SIC offset account number:

Total number SIC Offset Entitlements:

Total number SIC Offsets Applied:

Available SIC Offset Amounts:

Deputy Director General

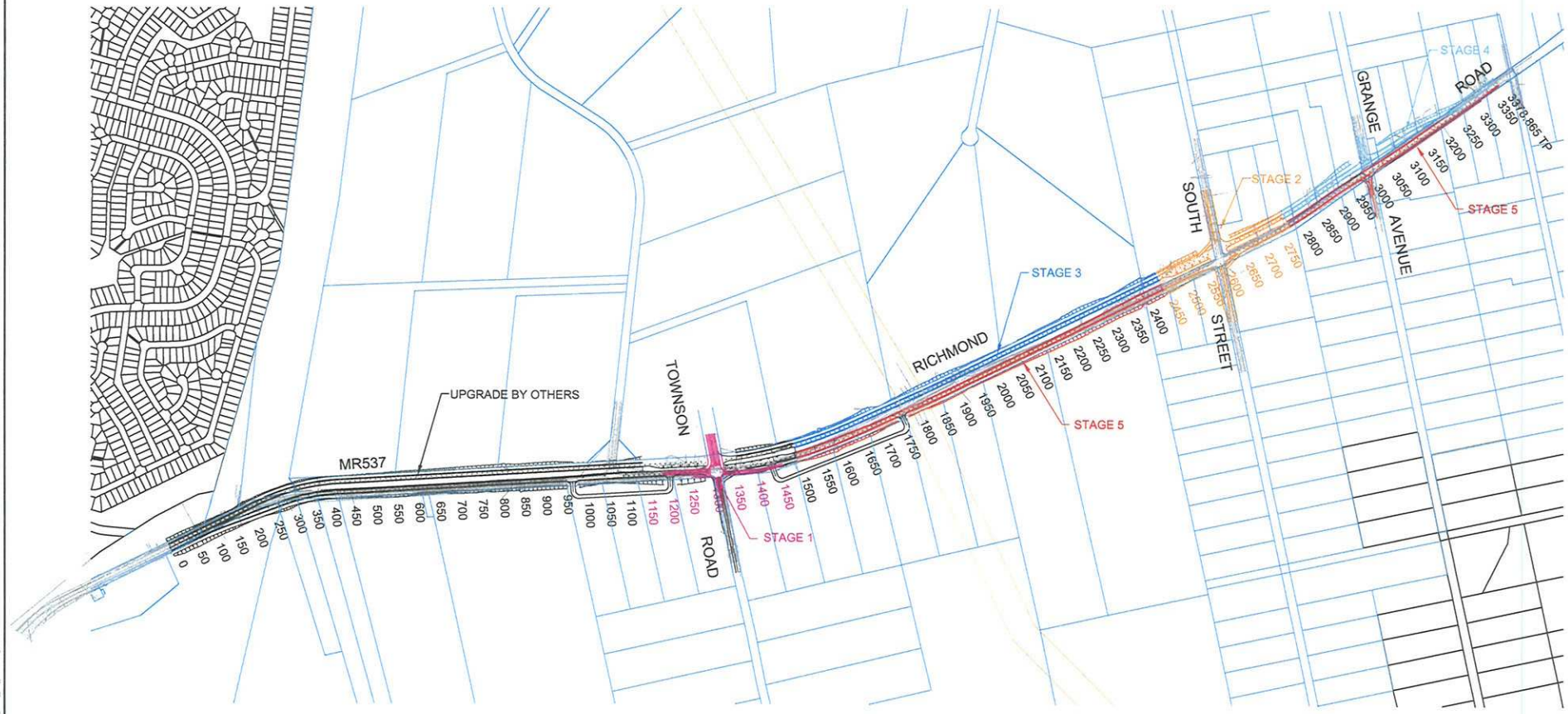
Electronic signature

Dated this …… day of…… 200

000001

DEPARTMENT OF PLANNING PO Box 1457, Parramatta NSW 2124
Tel: (02) 9860 1500 Fax: (02) 9895 7670 Email: information@planning.nsw.gov.au Web: www.planning.nsw.gov.au

Annexure D - Staging Plan



SCALE 1:5000m (A1 Sheet)

= Stage 1 - Townson Rd Intersection

= Stage 2 - South Street Intersection

= Stage 3 - New Carriageway - Townson Rd to South St

= Stage 4 - New Carriageway - South St to End

= Stage 5 - Construct Carriageway - Townson Rd to South St

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ISSUE	AMENDMENT	DATE
C	STAGE 1 - AMENDED, STAGE 0 - DELETED	18/09/09
B	STAGE 0 - ADDED	17/09/09
A	ISSUED FOR INFORMATION	18/06/09

J. WYNDHAM PRINCE CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS
PO Box 4366 PENRITH WESTFIELD NSW 2750 DX 8032 PENRITH
P 02 4720 3300 F 02 4721 7638 W www.jwprince.com.au E jwp@jwprince.com.au

DESIGNED J.K.
DRAWN J.K.
CHECKED J.H.

DATUM: A.H.D.
ORIGIN: M.G.A.

SCALES: AS SHOWN

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS SIGNED AS PART OF AN APPROVED CONSTRUCTION CERTIFICATE.

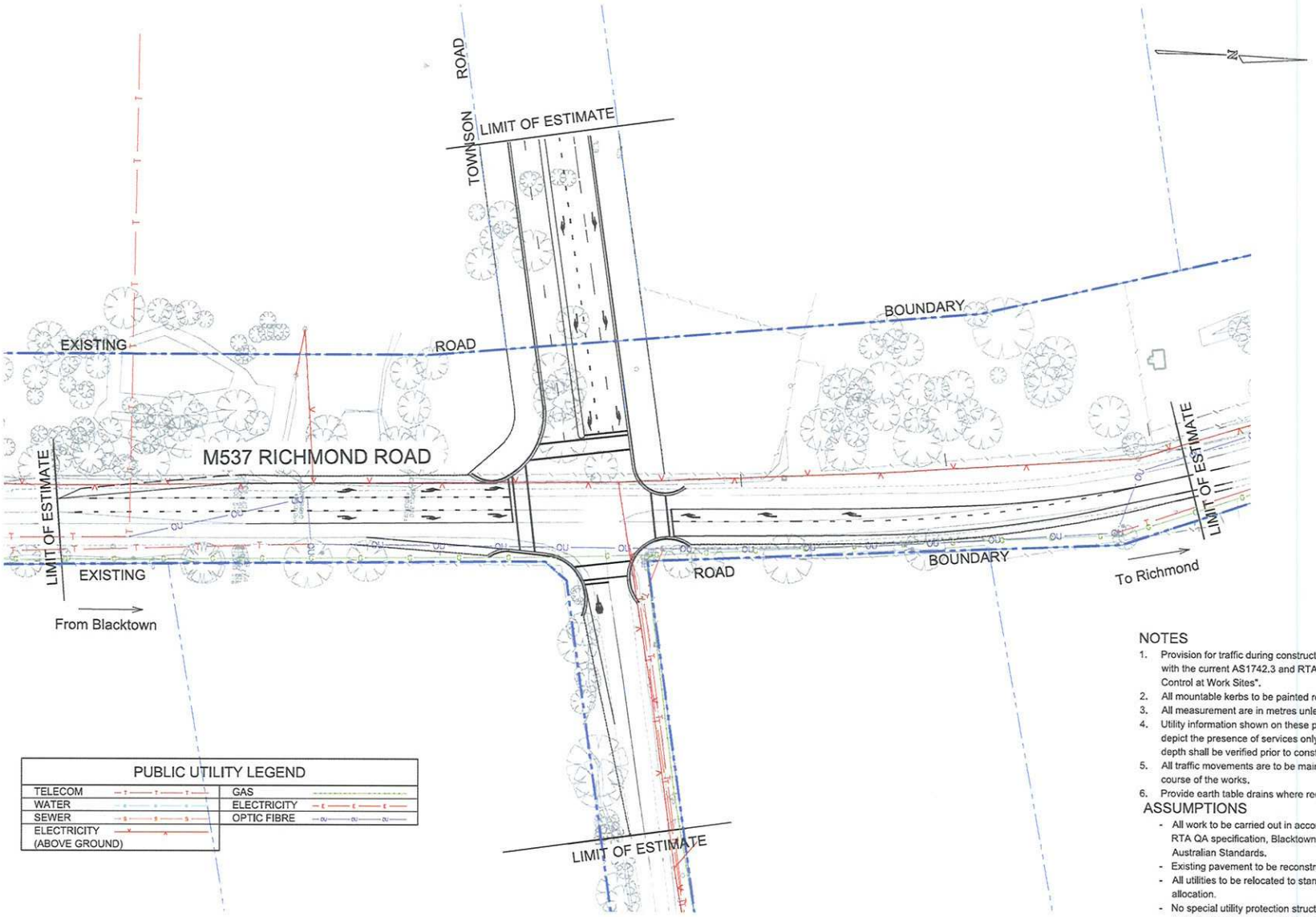
CLIENT: Urban Pacific APP

BLACKTOWN CITY COUNCIL
MR 537 RICHMOND ROAD
RECONSTRUCTION AND INTERSECTION WORKS BETWEEN ROOTY HILL RD NORTH AND GRANGE AVE, MARSDEN PARK
MARSDEN PARK EMPLOYMENT VPA STAGING ARRANGEMENT

PLAN No. 8475/SKR13 C
FILE No. 8475/SKR13
SHEET 1 OF 1 SHEETS

Plotted: ---- File Name: J:\8475\RISK\- Concept Sketch Designs\8475_IVIP_A1_SHT.dwg

APPENDIX C



PUBLIC UTILITY LEGEND			
TELECOM	T	GAS	
WATER	W	ELECTRICITY	E
SEWER	S	OPTIC FIBRE	OU
ELECTRICITY (ABOVE GROUND)	X		

PLAN
SCALE 1:1000

NOTES

1. Provision for traffic during construction to be in accordance with the current AS1742.3 and RTA publication "Traffic Control at Work Sites".
2. All mountable kerbs to be painted reflective white.
3. All measurement are in metres unless otherwise shown.
4. Utility information shown on these plans is intended to depict the presence of services only. Actual location and depth shall be verified prior to construction.
5. All traffic movements are to be maintained throughout the course of the works.
6. Provide earth table drains where required.

ASSUMPTIONS

- All work to be carried out in accordance with current RTA QA specification, Blacktown City Council and Australian Standards.
- Existing pavement to be reconstructed where required.
- All utilities to be relocated to standard footway allocation.
- No special utility protection structures required.
- Assumed pavement configuration
- All land required for construction to be acquired prior to commencement of construction.
- Property adjustment details to be determined.

No.	Amendment Description	Initials	Date
A	ISSUED FOR REVIEW	SJW	09/09/10

A3 original — This sheet may be prepared using colour and may be incomplete if copied

SCALES: 0 20 40 60 80 100 — SCALE 1:1000m (A1 Sheet)

Co-ordinate System: MGA Zone 56 — Height Datum: A.H.D.

PREPARED BY J. WYNDHAM PRINCE — CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS

DESIGNED SW
DRAWN SW
REVIEWED PS

ROADS AND TRAFFIC AUTHORITY OF NSW

BLACKTOWN CITY COUNCIL
MR 537 RICHMOND ROAD
RECONSTRUCTION AND INTERSECTION WORKS BETWEEN
BELLS CREEK AND GRANGE AVE, MARSDEN PARK
TOWNSON ROAD INTERIM INTERSECTION CONCEPT - STAGE 0

FILE No.	DRAWING	PRINTED DATE	SHEET No.
8475DARC1	8475darc1.dwg	10/09/2010	C1

REGISTRATION NUMBER 0537.040.CD.0011

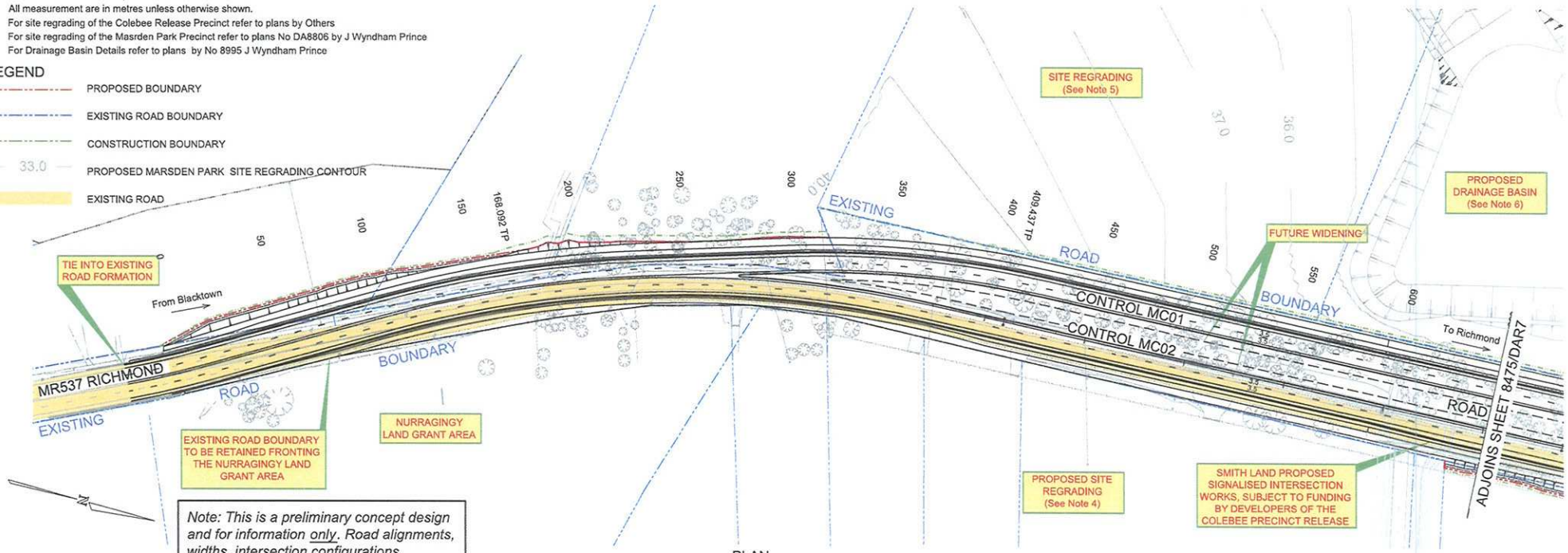
Annexure E - Concept Design Plans

NOTES

1. See sheet 8475/DAR2 for general notes.
2. All mountable kerbs to be painted reflective white.
3. All measurement are in metres unless otherwise shown.
4. For site regrading of the Colebee Release Precinct refer to plans by Others
5. For site regrading of the Masrden Park Precinct refer to plans No DA8806 by J Wyndham Prince
6. For Drainage Basin Details refer to plans by No 8995 J Wyndham Prince

LEGEND

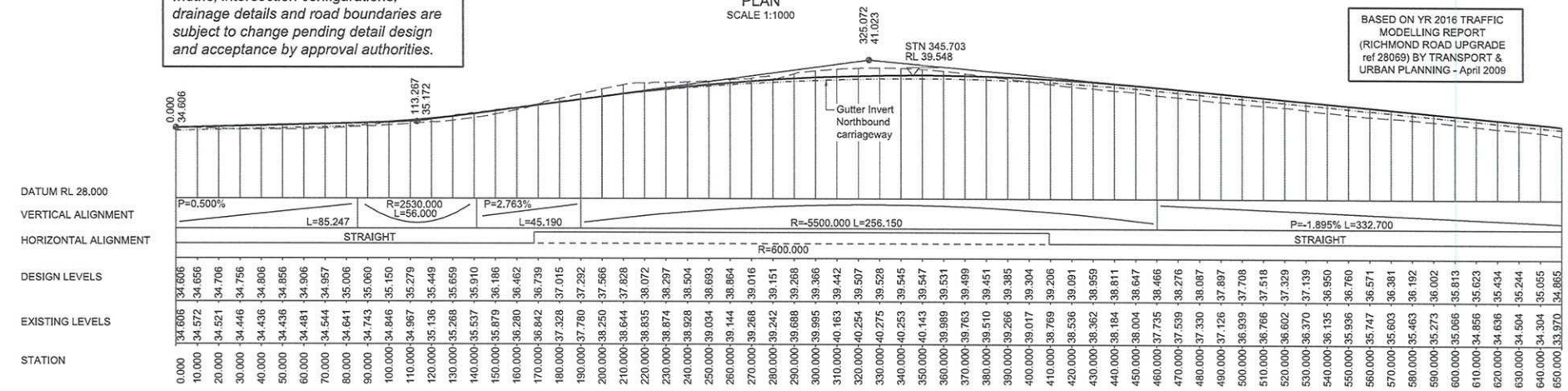
- PROPOSED BOUNDARY
- EXISTING ROAD BOUNDARY
- CONSTRUCTION BOUNDARY
- 33.0 PROPOSED MARSDEN PARK SITE REGRADING CONTOUR
- EXISTING ROAD



Note: This is a preliminary concept design and for information only. Road alignments, widths, intersection configurations, drainage details and road boundaries are subject to change pending detail design and acceptance by approval authorities.

PLAN
SCALE 1:1000

BASED ON YR 2016 TRAFFIC MODELLING REPORT (RICHMOND ROAD UPGRADE ref 28069) BY TRANSPORT & URBAN PLANNING - April 2009



LONGITUDINAL SECTION - RICHMOND ROAD - (MC02)
SCALE 1:1000(H) 1:200(V)

No.	Amendment Description	Initials	Date
E	ISSUED FOR REVIEW	SJW	09/09/10
D	ISSUED FOR REVIEW	SJW	12/08/10
C	REVISED CONCEPT DESIGN	SJW	30/07/10
B	FINAL CONCEPT DESIGN	J.K.	23/12/09
A	ISSUED FOR REVIEW	JK	29/07/09

A3 original — This sheet may be prepared using colour and may be incomplete if copied

SCALES
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SCALE 1:200m (A1 Sheet) 0 5 10 15 20

Co-ordinate System: MGA Zone 56 — Height Datum: A.H.D.

PREPARED BY
J. WYNDHAM PRINCE
CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS

DESIGNED JK / SW
DRAWN JK / SW
REVIEWED PS / JH

ROADS AND TRAFFIC AUTHORITY OF NSW

BLACKTOWN CITY COUNCIL
MR 537 RICHMOND ROAD
RECONSTRUCTION AND INTERSECTION WORKS BETWEEN BELLS CREEK AND GRANGE AVE, MARSDEN PARK
PLAN & LONGITUDINAL SECTION

FILE No.	DRAWING	PRINTED DATE	SHEET No.
8475DAR6	8475dar6.dwg	10/09/2010	6

REGISTRATION NUMBER
0537.040.CD.0011

NOTES

1. See sheet 8475/DAR2 for general notes.
2. All mountable kerbs to be painted reflective white.
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4. For site regrading of the Colebee Release Precinct refer to plans by Others
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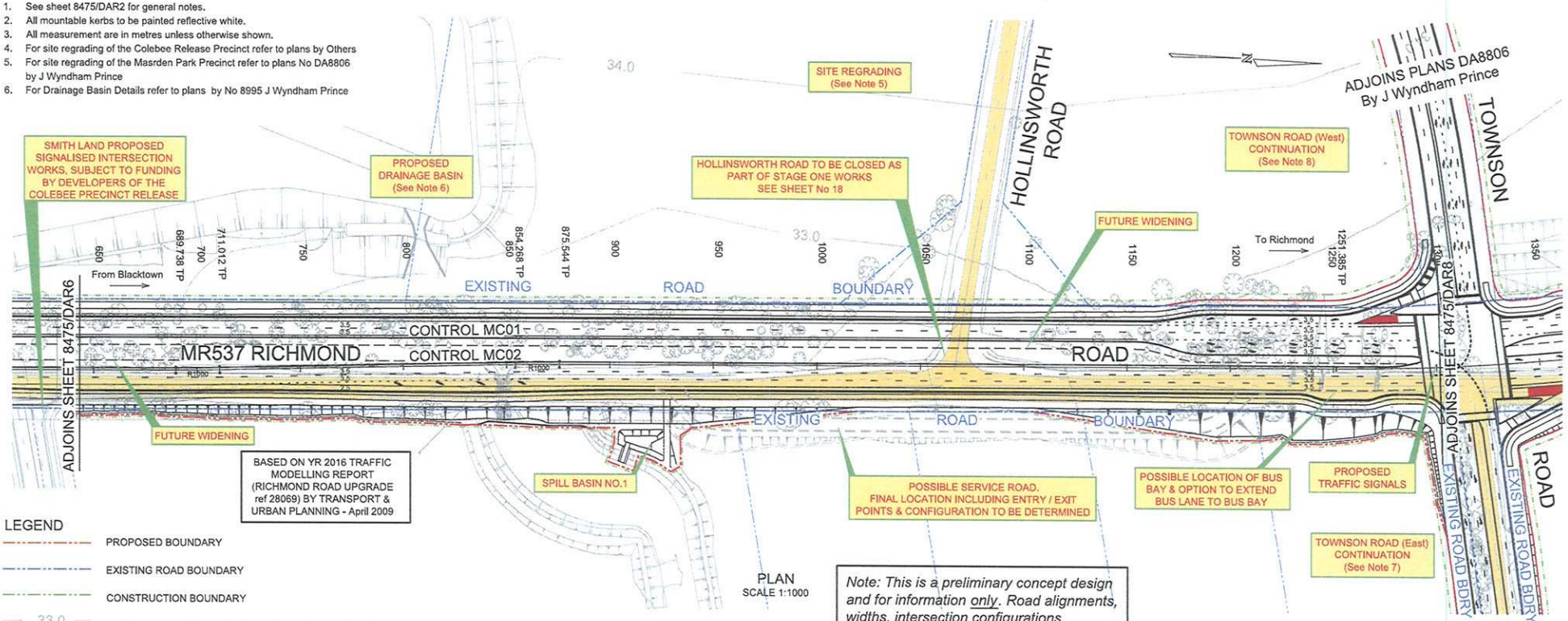
6. For Drainage Basin Details refer to plans by No 8995 J Wyndham Prince

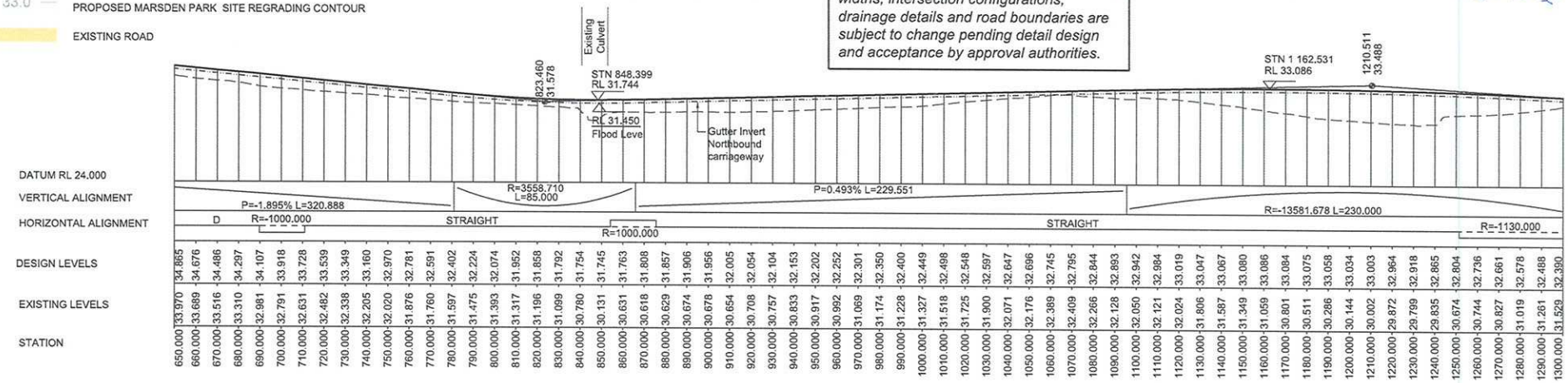


PLAN
SCALE 1:1000

Note: This is a preliminary concept design and for information only. Road alignments, widths, intersection configurations, drainage details and road boundaries are subject to change pending detail design and acceptance by approval authorities.

LEGEND

- PROPOSED BOUNDARY
- EXISTING ROAD BOUNDARY
- CONSTRUCTION BOUNDARY
- 33.0 PROPOSED MARSDEN PARK SITE REGRADING CONTOUR
- EXISTING ROAD



LONGITUDINAL SECTION - RICHMOND ROAD - (MC02)
SCALE 1:1000(H) 1:200(V)

No.	Amendment Description	Initials	Date
E	ISSUED FOR REVIEW	SJW	09/09/10
D	ISSUED FOR REVIEW	SJW	12/08/10
C	REVISED CONCEPT DESIGN	SJW	30/07/10
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A	ISSUED FOR REVIEW	JK	29/07/09

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SCALES
SCALE 1:1000m (A1 Sheet) 0 20 40 60 80 100
SCALE 1:200m (A1 Sheet) 0 5 10 15 20

Co-ordinate System: MGA Zone 56 — Height Datum: A.H.D.

PREPARED BY
J. WYNDHAM PRINCE
CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS

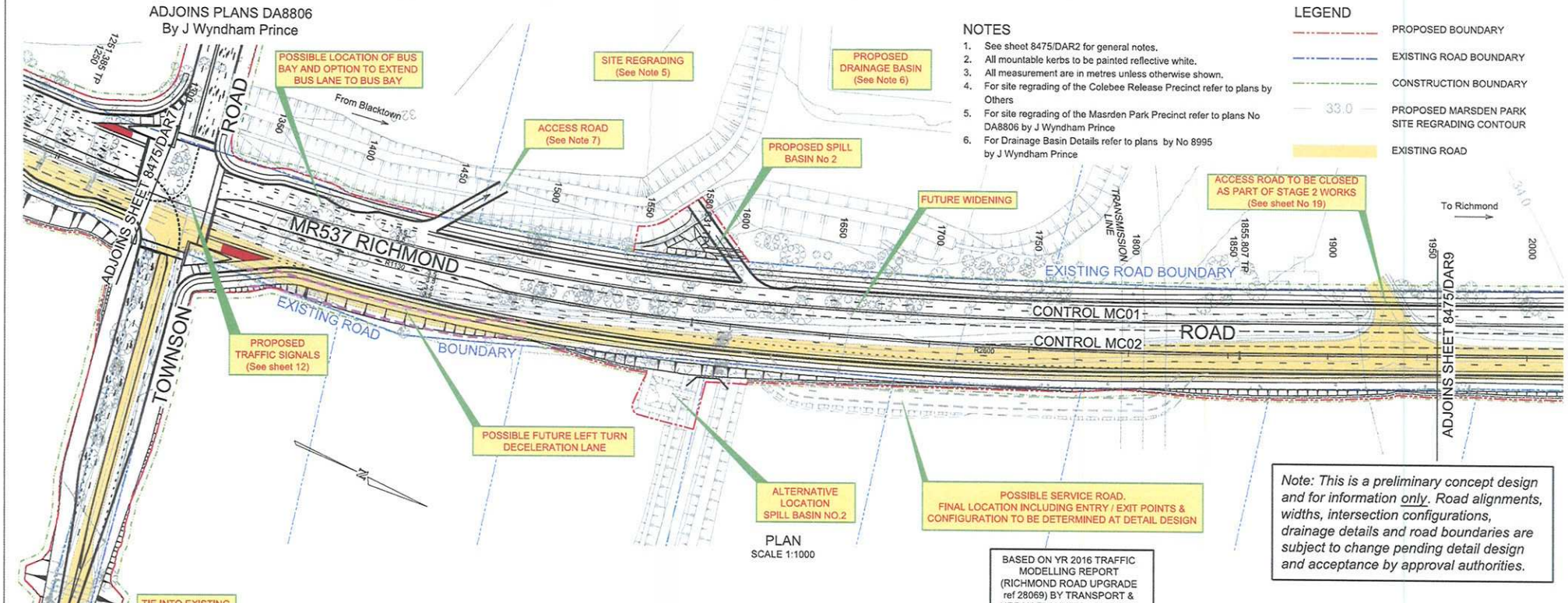
DESIGNED JK / SW
DRAWN JK / SW
REVIEWED PS / JH

ROADS AND TRAFFIC AUTHORITY OF NSW

BLACKTOWN CITY COUNCIL
MR 537 RICHMOND ROAD
RECONSTRUCTION AND INTERSECTION WORKS BETWEEN BELLS CREEK AND GRANGE AVE, MARSDEN PARK
PLAN & LONGITUDINAL SECTION

FILE No.	DRAWING	PRINTED DATE	SHEET No.
8475DAR7	8475dar7.dwg	10/09/2010	7

REGISTRATION NUMBER
0537.040.CD.0011



PLAN
SCALE 1:1000

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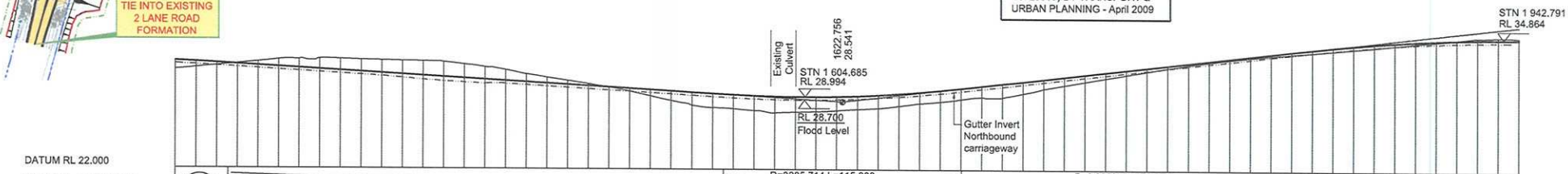
6. For Drainage Basin Details refer to plans by No 8995 by J Wyndham Prince

LEGEND

- PROPOSED BOUNDARY
- EXISTING ROAD BOUNDARY
- CONSTRUCTION BOUNDARY
- 33.0 — PROPOSED MARSDEN PARK SITE REGRADING CONTOUR
- EXISTING ROAD

BASED ON YR 2016 TRAFFIC MODELLING REPORT (RICHMOND ROAD UPGRADE ref 28069) BY TRANSPORT & URBAN PLANNING - April 2009

Note: This is a preliminary concept design and for information only. Road alignments, widths, intersection configurations, drainage details and road boundaries are subject to change pending detail design and acceptance by approval authorities.



STATION	EXISTING LEVELS	DESIGN LEVELS
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1310.000	31.717	32.285
1320.000	31.901	32.173
1330.000	32.093	32.054
1340.000	32.293	31.934
1350.000	32.498	31.814
1360.000	32.548	31.694
1370.000	32.576	31.574
1380.000	32.544	31.454
1390.000	32.488	31.334
1400.000	32.436	31.214
1410.000	32.388	31.094
1420.000	32.348	30.974
1430.000	32.281	30.854
1440.000	32.061	30.734
1450.000	31.790	30.614
1460.000	31.534	30.494
1470.000	31.134	30.374
1480.000	30.822	30.254
1490.000	30.509	30.134
1500.000	30.196	30.014
1510.000	29.882	29.894
1520.000	29.485	29.774
1530.000	29.040	29.654
1540.000	28.615	29.534
1550.000	28.156	29.414
1560.000	27.945	29.294
1570.000	27.848	29.177
1580.000	27.664	29.087
1590.000	27.457	29.027
1600.000	27.542	28.998
1610.000	27.591	28.999
1620.000	27.683	29.030
1630.000	27.820	29.092
1640.000	27.914	29.184
1650.000	28.145	29.307
1660.000	28.387	29.460
1670.000	28.551	29.644
1680.000	28.810	29.858
1690.000	29.015	30.088
1700.000	28.993	30.318
1710.000	29.392	30.548
1720.000	29.841	30.778
1730.000	30.220	31.008
1740.000	30.548	31.238
1750.000	30.905	31.468
1760.000	31.249	31.698
1770.000	31.579	31.928
1780.000	31.903	32.158
1790.000	32.222	32.388
1800.000	32.502	32.618
1810.000	32.760	32.848
1820.000	32.979	33.078
1830.000	33.150	33.308
1840.000	33.315	33.538
1850.000	33.476	33.768
1860.000	33.651	33.991
1870.000	33.844	34.189
1880.000	34.034	34.361
1890.000	34.223	34.509
1900.000	34.414	34.631
1910.000	34.608	34.727
1920.000	34.799	34.798
1930.000	34.990	34.843
1940.000	35.041	34.863
1950.000	35.012	34.857

LONGITUDINAL SECTION - RICHMOND ROAD - (MC02)
SCALE 1:1000(H) 1:200(V)

No.	Amendment Description	Initials	Date
E	ISSUED FOR REVIEW	SJW	09/09/10
D	ISSUED FOR REVIEW	SJW	12/08/10
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SCALES
SCALE 1:1000m (A1 Sheet) 0 20 40 60 80 100
SCALE 1:200m (A1 Sheet) 0 5 10 15 20

Co-ordinate System: MGA Zone 56 — Height Datum: A.H.D.

PREPARED BY
J. WYNDHAM PRINCE
CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS

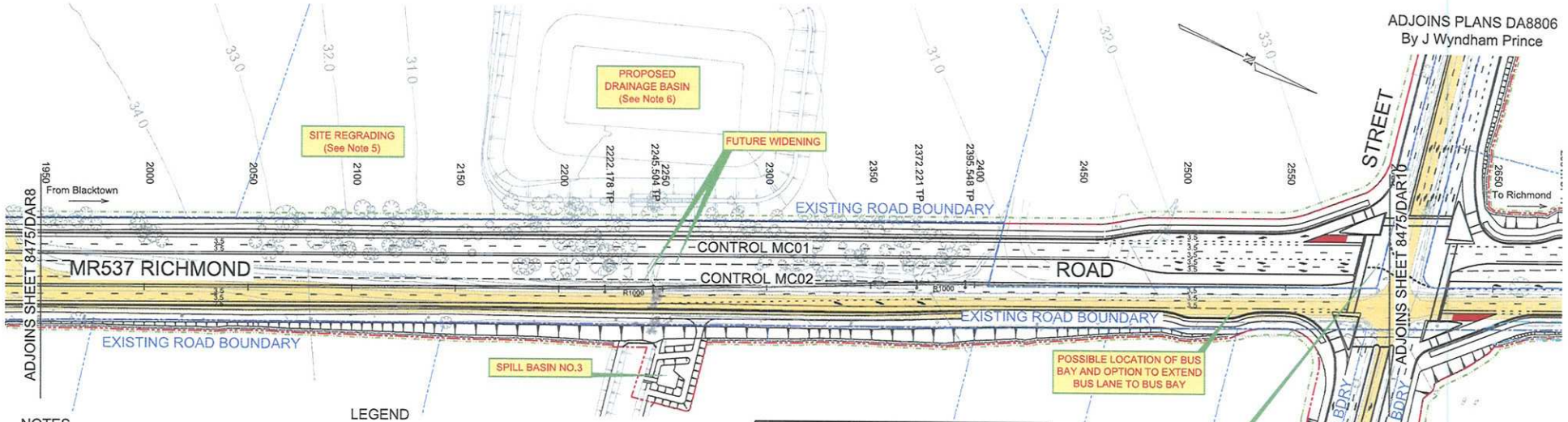
DESIGNED JK / SW
DRAWN JK / SW
REVIEWED PS / JH

ROADS AND TRAFFIC AUTHORITY OF NSW

BLACKTOWN CITY COUNCIL
MR 537 RICHMOND ROAD
RECONSTRUCTION AND INTERSECTION WORKS BETWEEN BELLS CREEK AND GRANGE AVE, MARSDEN PARK
PLAN & LONGITUDINAL SECTION

FILE No.	DRAWING	PRINTED DATE	SHEET No.
8475DAR8	8475dar8.dwg	10/09/2010	8

REGISTRATION NUMBER
0537.040.CD.0011



BASED ON YR 2016 TRAFFIC MODELLING REPORT (RICHMOND ROAD UPGRADE ref 28069) BY TRANSPORT & URBAN PLANNING - April 2009

NOTES

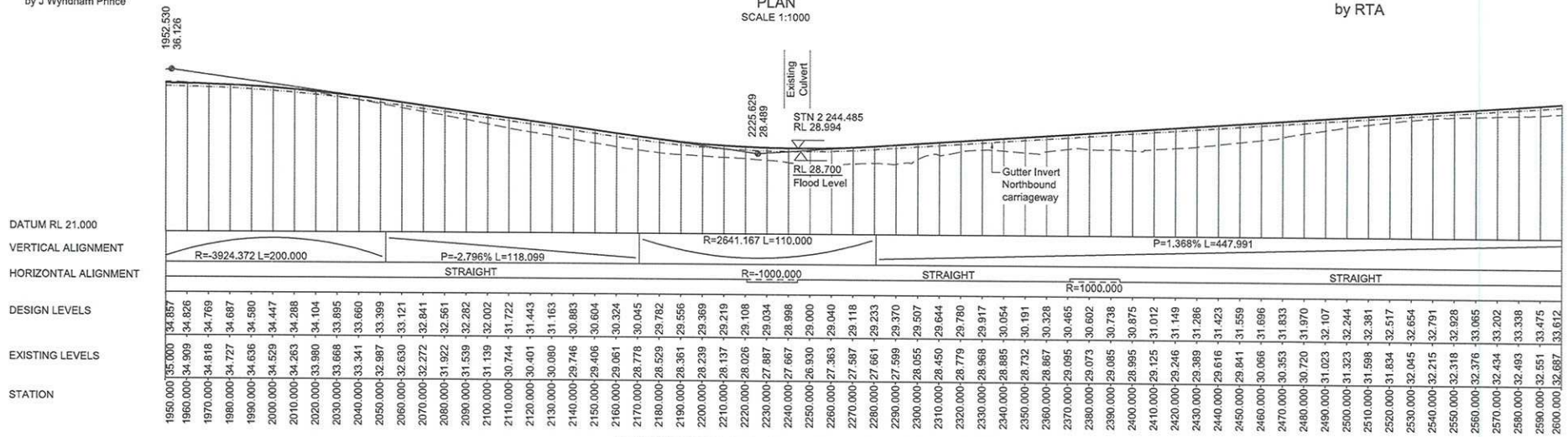
1. See sheet 8475/DAR2 for general notes.
2. All mountable kerbs to be painted reflective white.
3. All measurement are in metres unless otherwise shown.
4. For site regrading of the Colebee Release Precinct refer to plans by Others
5. For site regrading of the Masden Park Precinct refer to plans No DA8806 by J Wyndham Prince
6. For Drainage Basin Details refer to plans by No 8995 by J Wyndham Prince

LEGEND

- PROPOSED BOUNDARY
- EXISTING ROAD BOUNDARY
- CONSTRUCTION BOUNDARY
- 33.0 PROPOSED MARSDEN PARK SITE REGRADING CONTOUR
- EXISTING ROAD

Note: This is a preliminary concept design and for information only. Road alignments, widths, intersection configurations, drainage details and road boundaries are subject to change pending detail design and acceptance by approval authorities.

PLAN
SCALE 1:1000



LONGITUDINAL SECTION - RICHMOND ROAD - (MC02)
SCALE 1:1000(H) 1:200(V)

No.	Amendment Description	Initials	Date
E	ISSUED FOR REVIEW	SjW	09/09/10
D	ISSUED FOR REVIEW	SjW	12/08/10
C	REVISED CONCEPT DESIGN	SjW	30/07/10
B	FINAL CONCEPT DESIGN	J.K.	23/12/09
A	ISSUED FOR REVIEW	JK	29/07/09

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SCALES
SCALE 1:1000m (A1 Sheet) 0 20 40 60 80 100
SCALE 1:200m (A1 Sheet) 0 5 10 15 20

Co-ordinate System: MGA Zone 56 — Height Datum: A.H.D.

PREPARED BY
J. WYNDHAM PRINCE
CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS

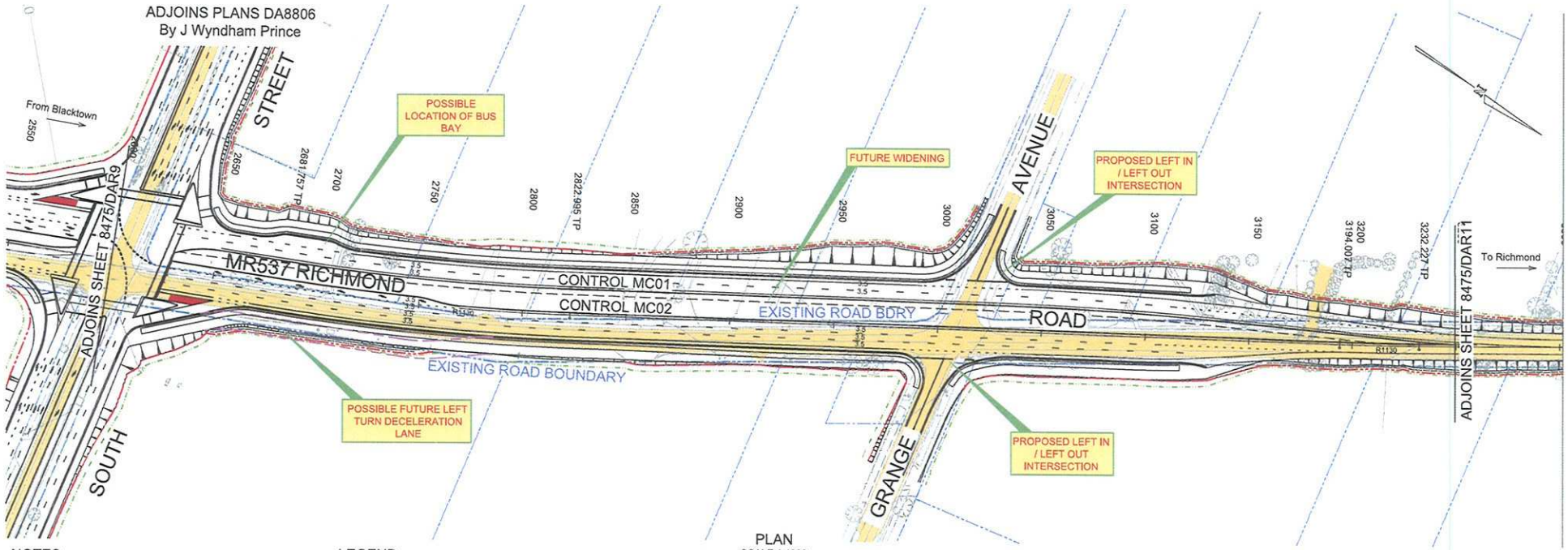
DESIGNED JK / SW
DRAWN JK / SW
REVIEWED PS / JH

ROADS AND TRAFFIC AUTHORITY OF NSW

BLACKTOWN CITY COUNCIL
MR 537 RICHMOND ROAD
RECONSTRUCTION AND INTERSECTION WORKS BETWEEN BELLS CREEK AND GRANGE AVE, MARSDEN PARK
PLAN & LONGITUDINAL SECTION

FILE No.	DRAWING	PRINTED DATE	SHEET No.
8475DAR9	8475dar9.dwg	10/09/2010	9

REGISTRATION NUMBER
0537.040.CD.0011



PLAN
SCALE 1:1000

NOTES

1. See sheet 8475/DAR2 for general notes.
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6. For Drainage Basin Details refer to plans by No 8995 by J Wyndham Prince

LEGEND

- PROPOSED BOUNDARY
- EXISTING ROAD BOUNDARY
- CONSTRUCTION BOUNDARY
- EXISTING ROAD

BASED ON YR 2016 TRAFFIC MODELLING REPORT (RICHMOND ROAD UPGRADE ref 28069) BY TRANSPORT & URBAN PLANNING - April 2009

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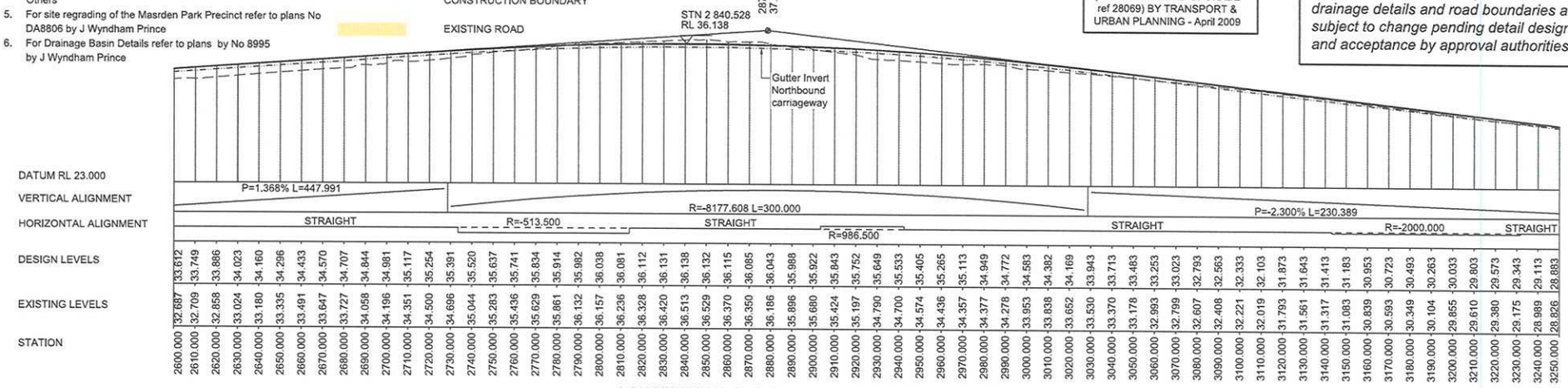

LONGITUDINAL SECTION - RICHMOND ROAD - (MC02)
SCALE 1:1000(H) 1:200(V)

No.	Amendment Description	Initials	Date
E	ISSUED FOR REVIEW	SjW	09/09/10
D	ISSUED FOR REVIEW	SjW	12/08/10
C	REVISED CONCEPT DESIGN	SjW	30/07/10
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SCALES
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SCALE 1:200m (A1 Sheet) 0 5 10 15 20

Co-ordinate System: MGA Zone 56 — Height Datum: A.H.D.

PREPARED BY
J. WYNDHAM PRINCE
CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS

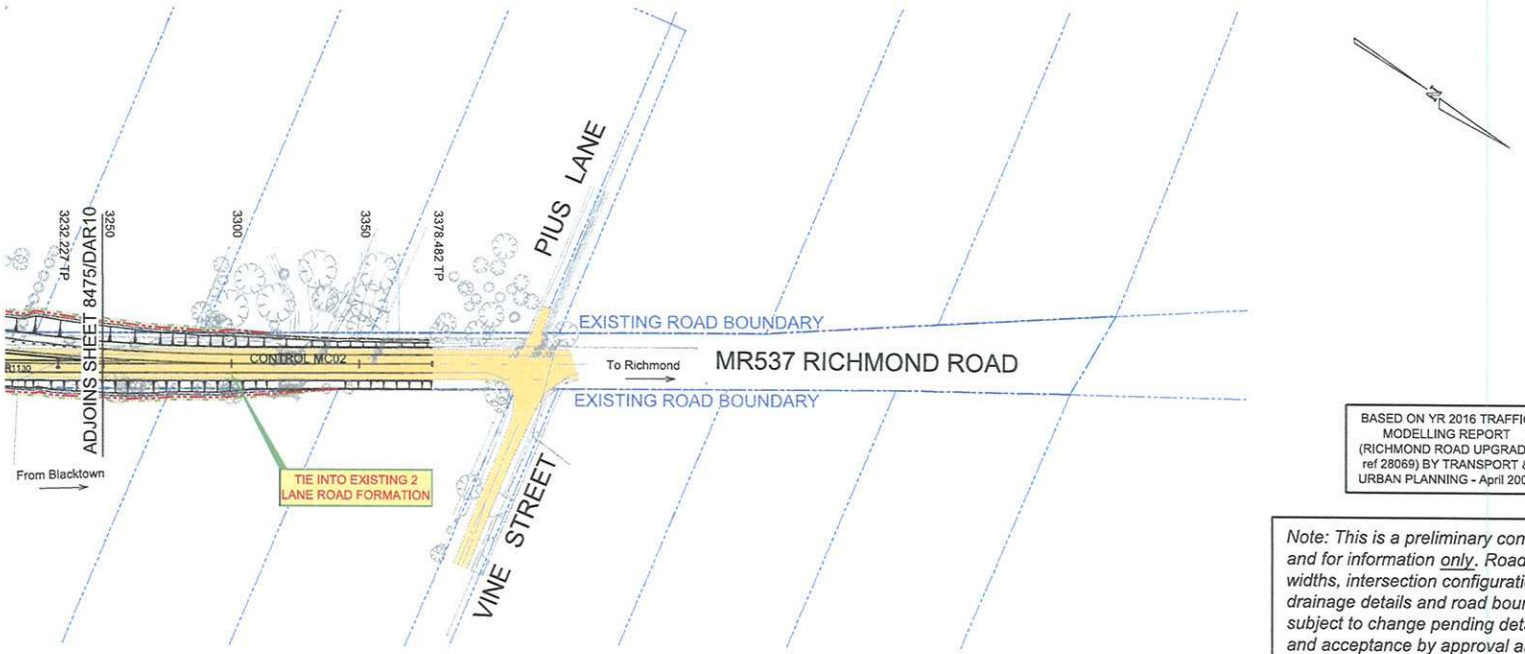
DESIGNED JK / SW
DRAWN JK / SW
REVIEWED PS / JH

ROADS AND TRAFFIC AUTHORITY OF NSW

BLACKTOWN CITY COUNCIL
MR 537 RICHMOND ROAD
RECONSTRUCTION AND INTERSECTION WORKS BETWEEN BELLS CREEK AND GRANGE AVE, MARSDEN PARK
PLAN & LONGITUDINAL SECTION

FILE No.	DRAWING	PRINTED DATE	SHEET No.
8475DAR10	8475dar10.dwg	10/09/2010	10

REGISTRATION NUMBER
0537.040.CD.0011



PLAN
SCALE 1:1000

BASED ON YR 2016 TRAFFIC MODELLING REPORT (RICHMOND ROAD UPGRADE ref 28069) BY TRANSPORT & URBAN PLANNING - April 2009

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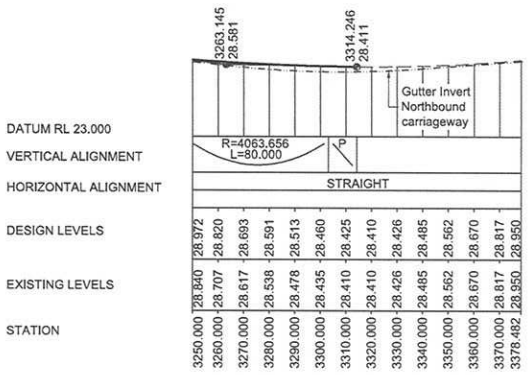

LONGITUDINAL SECTION - RICHMOND ROAD - (MC02)
SCALE 1:1000(H) 1:200(V)

NOTES

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LEGEND

- PROPOSED BOUNDARY
- EXISTING ROAD BOUNDARY
- CONSTRUCTION BOUNDARY
- EXISTING ROAD

No.	Amendment Description	Initials	Date
E	ISSUED FOR REVIEW	SjW	09/09/10
D	ISSUED FOR REVIEW	SjW	12/08/10
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Co-ordinate System: MGA Zone 56 | Height Datum: A.H.D.

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DESIGNED JK / SW
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PLAN & LONGITUDINAL SECTION

FILE No.	DRAWING	PRINTED DATE	SHEET No.
8475DAR11	8475dar11.dwg	10/09/2010	11

REGISTRATION NUMBER
0537.040.CD.0011