hunt&hunt
lawyers

Ku-ring-gai Council ("**Council**")

Defence Housing Australia ("**DHA**")

I the undersigned of Messrs Hunt & Hunt Lawyers 1 Macquarie Place Sydney, hereby certify that this is a true copy of the original document.

Dated this 10th day of October 2012

.....
Solicitor J.P.

Emma Jean Ailin Kirby
A Justice of the Peace in and for the State of New South Wales
Registration Number 192070

Voluntary Planning Agreement for Edgelea

Jennifer G. Anderson
JENNIFER ANDERSON
MAYOR

JOHN McKEE
GENERAL MANAGER

Contents

Deed made at Sydney on 6th day of SEPTEMBER 2012

Parties

Ku-ring-gai Council
of 818 Pacific Highway, Gordon NSW 2072 ("**Council**")

Defence Housing Australia
of 26 Brisbane Avenue, Barton, ACT, 2600 ("**DHA**")

Background

A. DHA owns the Land.

B. DHA intends to develop the Land.

C. DHA has the benefit of the Concept Plan Approval which is a right in rem applying to the Land and runs with the Land.

D. The Schedule 3 Amendment also applies to the Land.

E. This Deed records an irrevocable offer by DHA to the Council and, on the date the Planning Agreement commences to operate, constitutes an agreement between DHA and the Council for provision of development contributions as required by the Concept Plan Approval, including a community facility, an adult size soccer field and curtilage and dedication of roads, upon the Land.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed:

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

"**Application**" means an application for any approval including approvals for the staged residential development of the Land.

"**Approval**" means any approvals, consents, modifications, certificates, Construction Certificates, Occupation Certificates, Complying Development Certificates, permits, endorsements, licenses, conditions or requirements (and any modifications or other variations to them) which may be required by law for the commencement and carrying out, as applicable, of the works associated with provision of the Contributions.

"**Assignment and Dealing Provisions**" means the provisions set out in Schedule 5.

"**Authority**" means any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an "accredited certifier" as that term is defined in the Act.

"**Authorised Officer**" means in the case of any Party, a director or secretary or an officer whose title contains the word "manager" or a person performing the functions of

any of them, or any other person appointed by that Party to act as an Authorised Officer for the purpose of this Deed.

"**Bank Guarantee**" means an irrevocable and unconditional undertaking by a bank or financial institution approved by the Council to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council.

"**Bond**" means an insurance bond from a AAA credit rated institution.

"**Business Day**" means any day on which banks are open for business generally in NSW, except for Saturday, Sunday or a day which is a public holiday in NSW.

"**Community Facility**" means the community facilities building described in clause 3.2 of Schedule 2A.

"**Compliance Certificate**" means a certificate referred to in section 109C(1)(a) of the Act.

"**Complying Development Certificate**" means a complying development certificate referred to in section 85 of the Act.

"**Concept Plan Approval**" means Concept Plan Approval MP 06_130 granted by the Minister on 11 June 2008 and modified on 7 November 2008 and 21 May 2010 for the redevelopment of the UTS Ku-ring-gai Campus.

"**Construction Certificate**" means a certificate issued under section 109C(1)(b) of the Act.

"**Construction Contract**" means any contract entered into between DHA and a third party, requiring the third party to carry out the Construction Works.

"**Construction Costs**" means the costs of physically constructing the Construction Works, including costs for design, survey, legal costs, valuations, project management and the costs of obtaining any relevant Approvals.

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

"**Construction Works**" means the construction works identified in clause 3 of Schedule 2A including building, engineering and construction work as well as associated work such as design and survey work.

"**Contributions**" means the development contributions, being dedication of land, material public benefits and monetary contributions, as identified in clauses 1, 2 and 3 of Schedule 2A, and includes the Contributions to be made to Council as set out in the Concept Plan Approval.

"**Costs**" means external costs, charges and expenses, including those incurred in connection with consultants and advisers.

"**Council**" means Ku-ring-gai Council.

"**Development**" means the development or any part of the development approved under the Concept Plan Approval and any subsequent modification of the Concept Plan Approval.

"**Development Application**" has the meaning given to that term under the Act.

"**Development Consent**" has the meaning given to that term under the Act.

"**Dispute Resolution Procedures**" means the procedures under Schedule 4.

"**encumbrance**" in relation to any land, means any:

(a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title Conservation; or

(b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or

(c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or

(d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist, in respect of that land.

"**Environmental Land**" means the proposed Lot B shown on the plan attached as Annexure "**A8**" over which the Australian Government has granted an Approval dated 21 February 2011 pursuant to sections 130(1) and 133 of the *Environment Protection and Biodiversity Act 1999*.

"**Explanatory Note**" means the explanatory note in relation to the Planning Agreement, as required by Clause 25E of the Regulations, and attached as Annexure "**B**" to this Deed.

"**Land**" means the land known as Lot 1 in Deposited Plan 1151638 and Lot 4 in Deposited Plan 1151638 (Annexure "**A1**") in the Local Government Area of Ku-ring-gai and known as UTS Ku-ring-gai Campus, Eton Road, Lindfield, and more particularly described as Proposed Lots 1, 3, 4, 5, 6, 7, 8 and 9 on Whelan Insites" surveys dated 30 July 2012 annexed and marked "**A2**" and "**A3**".

"**Law**" means

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

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

presently applying or as they may apply in the future.

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

"**Minister**" means the NSW Minister for Planning and Infrastructure.

"**Occupation Certificate**" means a certificate referred to in section 109C(1)(c) of the Act and which may be interim or final as provided for in section 109(C)(2) of the Act.

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

"**Planning Agreement**" means the provisions of this Deed under which DHA is required to make the Contributions, and includes any provisions that are incidental or supplementary to those provisions.

"**Proposed Lots**" means the lots proposed in the Development identified as Proposed Lots 1 to 9 identified in the Survey by Whelan Insites' dated 30 July 2012 at Annexure **A2**. A reference in this Deed to a particular lot number is a reference to the corresponding Proposed Lot number in Annexure A2.

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

"**Register**" means the Torrens title register maintained under the Real Property Act.

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

"**Review or Replacement Procedures**" means the terms set out in Schedule 3.

"**Road 1**" means Proposed Public Road 1 identified on the plan at Annexure **A6** to this Deed and described in paragraph 1.0 of the Rationale for the Dedication to Ku-ring-gai Council of Existing and Proposed Roads dated 6 October 2011 at Annexure **A5**.

"**Road 2**" means Proposed Public Road 2 identified on the plan at Annexure **A6**to this Deed and described in paragraph 1.0 of the Rationale for the Dedication to Ku-ring-gai Council of Existing and Proposed Roads dated 6 October 2011 at Annexure **A5**.

"**Schedule 3 Amendment**" means the amendment made by the Minister for Planning on 11 June 2008, to Schedule 3 of the then *State Environmental Planning Policy (Major Projects) 2005 for the redevelopment of the UTS Ku-ring-gai Campus.*

"**Security Arrangements**" means those security arrangements set out in Schedule 2B.

"**Soccer Field (Sports Field)**" means the soccer field or sports field described in clause 3.1 of Schedule 2A.

"**Stage 0**" means approval and registration of a plan of subdivision of Lots 1 to 7, construction and dedication of Road 1 and Road 2, and dedication of public reserve including the Soccer Field (Sports Field) shown as part of Lot 7.

"**State**" means the State of New South Wales.

"**Statement of Commitments**" means the Statement of Commitments provided by the proponent for the Development dated February 2008.

"**Subdivision Certificate**" means a certificate referred to in section 109C(1)(d) of the Act.

1.2 Interpretation

In this Deed:

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

and unless the context indicates a contrary intention:

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

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

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

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

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

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

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(i) "includes" in any form is not a word of limitation;

(j) The Schedules and Annexures referred to in this Deed form part of this Deed.

2. Status of this Deed

2.1 Status

(a) This Deed operates from the date on which it is executed by all parties.

(b) Until the Planning Agreement operates pursuant to clause 2.1(c), this Deed constitutes an irrevocable offer to the Council from DHA to enter into the Planning Agreement.

(c) Subject to clause 2.1(d), the Planning Agreement operates, and becomes legally binding on both parties if, and only if:

(i) each of the following occurs:

A. Development Consent is granted to Stage 0 or any part of Stage 0;

B. A Construction Certificate is granted in relation to the construction of Stage 0 or any part of Stage 0;

C. Public notice of the granting of the first Development Consent relating to any part of Stage 0 has been given in accordance with section 101 of the Act and the relevant provisions of the Regulation; and

D. 3 months have elapsed since the date on which that public notice was given; and

(ii) any Class 4 actions by any person (other than any person acting for or on behalf of DHA or any person acting at the direction of DHA) in respect of the validity of the first Development Consent relating to any part of Stage 0 has been finally determined;

and then on and from the date on which the latest in time of the events identified in (i) to (ii) above occurs.

(d) The parties may, before the date of commencement of operation of the Planning Agreement pursuant to clause 2.1(c), agree in writing that either or both of clause 2.1(c)(i) and clause 2.1(c)(ii) do not apply, and any such agreement between the parties will have effect accordingly.

(e) The Council must notify DHA immediately after it executes this Deed and promptly provide DHA with the Deed as executed by the Council.

3. Planning Agreement under the Act

(a) The Planning Agreement constitutes a planning agreement within the meaning of section 93F of the Act and is governed by Subdivision 2 of Division 6 of the Act.

(b) Schedule 1 of this Deed summarises the requirements for planning agreements under section 93F of the Act and the ways this Deed addresses those requirements.

4. Application of this Deed

This Deed applies to:

(a) the Land; and

(b) the Development.

5. Contributions

The Parties agree that the Contributions will be provided in accordance with the terms of Schedule 2A.

6. Application of sections 94, 94A and 94EF of the Act

(a) This Deed wholly excludes the application of sections 94 and 94A of the Act to the Development.

(b) The application of section 94EF of the Act is not excluded from the Development.

7. Interests in the Land

7.1 Ownership

DHA represents and warrants to the Council that it is the legal owner of the Land and holds the Land in its capacity as registered proprietor.

7.2 Registration of this Planning Agreement

(a) DHA agrees it will procure the registration of the Planning Agreement, under the *Real Property Act* 1900 (NSW) in the relevant folios of the Register for the Land in accordance with s93H of the Act.

(b) DHA at its own expense will, promptly after the Planning Agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:

(1) the consent of each person who:

(A) has an estate or interest in the Land registered under the *Real Property Act* 1900 (NSW); or

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

(2) the execution of any documents; and

(3) the production of the relevant duplicate certificates of title,

to enable the registration of the Planning Agreement in accordance with clause 7.2(a).

(c) DHA at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:

(1) to procure the lodgement of the Planning Agreement with the Registrar-General as soon as reasonably practicable after the Planning Agreement comes into operation but in any event, no later than 90 Business Days after that date; and

(2) to procure the registration of the Planning Agreement by the Registrar-General either in the relevant folios of the Register for the Land as soon as reasonably practicable after the Planning Agreement is lodged for registration but, in any event, no later than 20 Business Days after the date on which DHA procures the lodgement of the Planning Agreement with the Registrar-General.

7.3 Caveat

(a) DHA acknowledges and agrees that:

(1) when this Deed is executed by DHA, the Council is deemed to have acquired, and DHA is deemed to have granted, an equitable estate and interest in the Land for the purposes of s74F(1) of the *Real Property Act* 1900 (NSW) and consequently the Council has a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest;

(2) it will not object to the Council lodging a caveat in the relevant folio of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.

(b) The Council must, at DHA's cost, register a withdrawal of any caveat in respect of the Land within 20 Business Days after DHA complies with clause 7.2 and must not lodge any other caveats on the titles to any of the Land, providing the withdrawal of the caveat will only apply in respect of such parts of the Land in respect of which registration of this Deed has been procured.

(c) Subject to DHA complying with the terms set out in Schedule 2A hereto, Council must, at DHA's cost, lift any caveat within 20 Business Days to permit registration of a transfer of any part of the developed Land.

7.4 Release and Discharge

(a) Once DHA has made the Contributions in accordance with this Deed and any default by DHA under this Deed has been remedied by DHA or waived by the Council, the Council must promptly, at the request and cost of DHA:

(1) provide a release and discharge of this Deed to the extent that this Deed affects the Land; and

(2) do all things necessary to enable the extinguishment of this Deed from the title of the Land.

(b) From time to time, DHA may request the Council to provide a release and discharge of this Deed to the extent that this Deed affects any part of the Land on which the Development has been completed and that DHA proposes to sell to a third party.

(c) The Council must provide a release and discharge of this Deed in accordance with any request made under clause 7.4(b) within 20 Business Days after DHA has so requested in writing provided DHA has duly satisfied its obligations under this Deed in respect of that part of the Land and DHA is not otherwise in default of any of its obligations under this Deed.

8. Security

DHA agrees to provide security to the Council for performance of DHA's obligations under this Deed on the terms and conditions of the Security Arrangements.

9. Enforcement of Obligations

9.1 Enforcement

(a) This Deed, including the obligation imposed on the Council under clause 7 of Schedule 2A, may be enforced by any party in any court of competent jurisdiction.

(b) DHA covenants with the Council that DHA will not rescind or terminate this Deed or make a claim that this Deed is void, voidable, illegal or unenforceable because a condition of a Development Consent requires DHA to enter into a planning agreement on the terms of this Deed.

(c) Nothing in this clause 9.1 prevents:

(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

(2) The Council from exercising any function under any Legislation, including the Act, or any other Law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

9.2 Occupation Certificate Requirements

In accordance with s109H(2) of the Act:

(a) the obligations to provide the Contributions specified at clauses 4.1, 4.3(a), 4.4(a) and (b) and 4.5 of Schedule 2A must be satisfied prior to the issue of the first occupation certificate in the Development; and

(b) the obligation to provide the Contributions specified at clause 4.2 of Schedule 2A must be satisfied prior to the issue of the occupation certificate for the final part of the Development.

10. Review or Replacement of this Deed

The parties agree that this Deed will be reviewed or modified in the circumstances specified in, and in accordance with, the Review or Replacement Procedures.

11. Dispute Resolution

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

12. Assignment and Dealing

DHA agrees that it will not sell, transfer, or dispose of the whole or any part of its right, title or interest in the Land or the Development otherwise than in accordance with the Assignment and Dealing provisions.

13. Costs

DHA will bear the Council's reasonable Costs and disbursements of negotiating, preparing and executing this Deed.

14. Explanatory Note

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

15. General Provisions

The Parties agree to the miscellaneous and general provisions set out in Schedule 6

Executed as a Deed on **2012**

~~**EXECUTED** for and on behalf of **Ku-ring-gai Council** by its authorised delegate, in accordance with a resolution of the Council made on 2012~~

The Common Seal of Ku-ring-gai Council was affixed on the 6th day of SEPTEMBER 2012 in pursuance of a resolution of the Council passed on the 26th day of JUNE 2012.

KU-RING-GAI COUNCIL COMMON SEAL ABN 86 408 856 411

Jennifer G. Anderson

Signature of ~~Mayor/Councillor~~ JENNIFER ANDERSON Authorised Delegate MAYOR

JENNIFER ANDERSON

Name of ~~Mayor/Councillor~~ (in full) MAYOR Authorised Delegate

Signature of ~~General Manager~~ GENERAL MANAGER Witness

JOHN McKEE

Name of ~~General Manager~~ (in full) GENERAL MANAGER Witness

Signed by ~~Jo-Ann Edsor/Kathryn Ann Seller / Wendy Dell / Andrew Glackin as a Tier 2 attorney~~ for **Defence Housing Australia** under power of attorney registered Book 4349 No 460 dated ~~1 May 2002~~ 28 May 2002 in the presence of:

JOHN DIETZ as a Tier 1 attorney

Signature: 14/8/2012

By executing this document the attorney states that the attorney is authorised to act under the power of attorney

Witness signature: D Carmody

Witness name: **Dorreyelle Carmody**

Witness address: 26 Bristane Ave

BARTON ACT 2600

Witness occupation: PUBLIC SERVANT

Schedule 1
Section 93F Requirements

SUBJECT AND SUBSECTION OF THE ACT	THIS PLANNING AGREEMENT
Planning Agreement and/or Development Application – Section 93F(1). DHA has: (a) sought a change to an environmental planning instrument (b) made, or proposes to make, a Development Application (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies	 (a) No. (b) Yes. (c) No.
Description of the land to which this Planning Agreement applies – (Section 93F(3)(a)).	The whole of the Land.
Description of change to the environmental planning instrument to which this Planning Agreement Deed applies – (Section 93F(3)(b)).	Not applicable.
The scope, timing and manner of delivery of contribution required by this Planning Agreement – (Section 93F (3)(c)).	Refer to Schedule 2A of the Planning Agreement.
Applicability of Section 94 of the Act – (Section 93F(3)(d)).	The application of Section 94 of the Act is excluded in respect of the Development (see clause 6).
Applicability of Section 94A of the Act – (Section 93F(3)(d)).	The application of Section 94A of the Act is excluded in respect of the Development (see clause 6).
Applicability of Section 94EF of the Act – (Section 93F(3)(d)).	The application of Section 94EF of the Act is not excluded in respect of the Development (see clause 6).
Consideration of benefits under this Deed if Section 94 applies – (Section 93F(3)(e)).	Not applicable
Mechanism for dispute resolution – (Section 93F(3)(f))	Yes. See clause 11 and Schedule 4.
Enforcement of this Planning Agreement (Section 93F(3)(g))	Yes. See clauses 8 and 9 and Schedule 2B .
Registration of this Planning Agreement – (Section 93F(3)(g) and 93H).	Yes. (See clause 7 of this Deed).
No obligation to grant consent or exercise functions – (Section 93F(9)).	See clause 8 of Schedule 6.

Schedule 2A
The Contributions

1A. Interpretation

In this Schedule 2A, where an obligation is imposed on DHA to carry out construction works, that obligation may be satisfied by DHA engaging suitably qualified consultants and contractors to design and carry out the works.

1. Dedication of Land

1.1 Dedication of Land

DHA shall dedicate the following land to Council, at no cost to the Council, in accordance with the Statement of Commitments and conditions of approval:

(a) minimum of 9,800 m2 of land for the Soccer Field (Sports Field) and curtilage;

(b) an area of land to accommodate 300 m2 of built form for a community facility, which is to be located in an area as agreed with the Council adjacent to the Soccer Field (Sports Field) referred to in paragraph (a) above;

(c) Road 1 and Road 2, the dedication of which is consistent with the Rationale for the Dedication to Ku-ring-gai Council of Existing and Proposed Roads within Lot 1 DP1151638, annexed and marked "**A5**" and more particularly detailed as the Public Roads in the plans annexed under A2 and A3 hereto; and

(d) the Environmental Land

2. Monetary Contributions

For the purposes of future maintenance of Road 1, DHA will pay to Council an amount equal to 110% of the estimated cost to place an asphalt overlay on Road 1 based on the tendered rates associated with the construction of Road 2.

3. Construction Works – Material Public Benefits

3.1 Soccer Field (Sports Field)

(a) DHA will construct a soccer field or sports field on the land to be dedicated under clause 1.1(a) of this Schedule 2A in accordance with the specifications annexed and marked **A4**.

(b) The soccer field to be constructed under this clause 3.1 must have dimensions equivalent to the recommended international size for soccer fields of 100 m long x 64 m wide with a 9 metre end margin and 6 metre side margin, and area of 118 m x 76 m (8,968 m^2).

3.2 Community Facility

(a) DHA will construct and fit out a community facility building on the land to be dedicated under clause 1.1(b) of this Schedule 2A.

(b) The community facility building required under clause 3.2(a) of this Schedule 2A will meet the following specifications:

i. The building will have an internal area of 300 m^2.

ii. The floor, walls, ceiling and roof of the building will be constructed to a suitable standard under the provisions of the Building Code of Australia.

iii. The building will meet all relevant fire regulations for a community facility.

iv. The building will be constructed and fitted out in accordance with the agreed Community Facility Inclusions and Finishes annexed and marked "**A7**"

3.3 **Roads**

(a) DHA will:

i. mill and resurface Road 1;

ii. initially construct Road 2 to an all-weather sealed surface; and

iii. construct the final layer of asphalt on Road 2

in accordance with relevant standards to be specified by the Council prior to commencement of works.

(b) DHA will obtain those specifications from the Council if the Council fails to deliver them to DHA.

3.4 Council Participation

(c) DHA agrees that Council may make submissions to it on the design of the Soccer Field (Sports Field) and the Community Facility, and will agree to any reasonable request by the Council for the design.

(d) DHA will call for tenders for the contracts to construct the Soccer Field (Sports Field) and the Community Facility.

(e) DHA agrees that Council may participate in the tender processes for the construction of the Soccer Field (Sports Field) and the Community Facility and that the Council will be entitled to contribute to the decision to award any tender. For the purposes of this clause, DHA will ensure that a tender panel is established to consider all tenders for the construction of the Soccer Field (Sports Field) and the Community Facility and that the Council is a member of that tender panel.

(f) DHA must include in any Construction Contracts for the Soccer Field (Sports Field) and the Community Facility, terms to the reasonable satisfaction of the Council relating to the following:

- Standard of work
- Inspections by Council
- Indemnities for Council
- Insurances
- Defects liability, including security or bonds that can be called upon by the Council

- Information about the progress of works to be provided to the Council
- Occupational health and safety requirements

(g) Council shall give DHA 60 Business Days notice to rectify any breach(es) under the Construction Contracts, and failing DHA's compliance to so rectify within the 60 Business Days notice period, the DHA, will, if reasonably required by Council)

i. assign to Council its rights under any warranties or rights of action which it has under any Construction Contract;

ii. appoint the Council as its attorney to exercise its rights and powers under any Construction Contract, including any right to conduct proceedings or prosecute any action to enforce DHA's rights against others under any Construction Contract;

iii. execute all such documents and do all such things on DHA's behalf as are necessary or desirable to enable the Council to rectify any defects in accordance with the terms of this deed and any Construction Contract; and

iv. provide any assistance required for the purpose of defending or settling any claim or the pursuit of any rights of recovery from others under any Construction Contract.

4. Timing of Contributions

4.1 Soccer Field (Sports Field)

On the registration of a plan of subdivision for Stage 0 the land referred to in clause 1.1(a) of this Schedule 2A, together with the constructed Soccer Field (Sports Field), will be dedicated to the Council as a public reserve.

4.2 Community Facility

The constructed Community Facility, will be transferred to the Council at no cost, together with the land referred to in clause 1.1(b) of this Schedule 2A (if that land has not already been dedicated to the Council), within four (4) years of registration of the first plan of subdivision in the Development.

4.3 Road 1

(a) Road 1 will be dedicated to the Council as a public road on the registration of a plan of subdivision for Stage 0.

(b) The works to mill and resurface Road 1 must be completed, to the satisfaction of the Council, within twelve (12) months of the completion of the final building in the project.

4.4 Road 2

(a) Road 2 must be dedicated to the Council as a public road on the registration of a plan of subdivision for Stage 0.

(b) The initial construction of Road 2 to an all weather sealed surface must be completed, to the satisfaction of the Council, prior to the registration of a plan of subdivision for Stage 0.

(c) The works to construct the final layer of asphalt on Road 2 must be completed, to the satisfaction of the Council, within twelve (12) months of the completion of final buildings on Proposed Lot 2 and Proposed Lot 6.

4.5 Maintenance of Road 1

The monetary contribution required to be paid under clause 2 of this Schedule 2A must be paid by DHA on or before the dedication of Road 1 to the Council.

5. Environmental Land

Dedication of the Environmental Land will be accepted by the Council at the request of DHA, but not before DHA has been released from the obligations imposed on it under the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)* and DHA provides to the Council evidence of the release issued by the Federal Department of Sustainability, Environment, Water, Population and Communities (or its successor).

6. Manner of Delivery

6.1 Dedication of Land

A Contribution comprising the dedication of land is made for the purposes of this Deed when DHA registers under the *Real Property Act 1900* an instrument that is effective to transfer title to the land (free from encumbrances unless otherwise agreed by the Council in writing) to the Council.

6.2 Dedication of Roads

A Contribution comprising the dedication of roads is made for the purposes of this Deed when the subject road is dedicated as a public road for which the Council is roads authority under the provisions of the *Roads Act 1993*.

6.3 Construction Works

(a) Subject to clause 6.3(b), a Contribution comprising Construction Works is made for the purposes of this Deed when the Council accepts the dedication of the land or Road 1 or Road 2 on which the work is located, at which time the Council will accept ownership, possession and control of the relevant work.

(b) If the land on which a Construction Work is to be located is dedicated prior to commencement of the works, the Council will accept ownership, possession and control of the relevant works on the provision of a written notice to DHA to that effect.

(c) DHA acknowledges and agrees that Council will not accept the dedication of Construction Works unless DHA has finally completed the works, to the satisfaction of the Council.

6.4 Monetary Contribution

A monetary contribution is made for the purposes of this Deed when cleared funds are deposited by means of electronic funds transfer into a bank account nominated by the Council.

7. Public Purposes

The Parties agree and acknowledge that the Contributions are intended to be used for public purposes including:

(a) Open space and recreation;

(b) Public amenities, being a community facility;

(c) Public roads; and

(d) Conservation of the natural environment

8. Payment by Council for Soccer Field (Sports Field)

8.1 Payment

(a) Subject to paragraph 8.1(b) of this Schedule 2A, Council agrees to contribute $625,000.00 towards the Construction Costs of the Soccer Field (Sports Field).

(b) If Council elects, through budgetary constraints, to request DHA to build the Soccer Field (Sports Field) without the Synthetic Turf (see **A4** – Cost Estimate DHA Option, ie construct the DHA Option) then Council is not obliged to pay $625,000.00 or any monies towards the Construction Costs of the Soccer Field (Sports Field).

(c) For the purposes of clarification, nothing in this Deed requires the Council to pay any more than $625,000.00 towards the Construction Costs of the Soccer Field (Sports Field).

8.2 Timing of Payment

(a) The payment required under clause 8.1(a) of this Schedule 2A must be made by the Council within 20 Business Days after the latest of the following events:

i. dedication of the completed Soccer Field (Sports Field) to the Council in accordance with this Deed; and

ii. DHA serves a tax invoice on the Council, evidencing the sum of $625,000.00 owing by Council to DHA.

Schedule 2B
Security Arrangements

1. Soccer Field (Sports Field), Community Facility, Dedication of Road 1 and Road 2 and Monetary Contributions

The Parties agree and acknowledge that the restrictions on the issue of occupation certificates specified in clause 10.2 of this Deed constitute sufficient security for the performance of DHA's obligations to construct and dedicate the Soccer Field (Sports Field) and the Community Facility, to dedicate Road 1 and Road 2, and to pay the monetary contributions, as set out under Schedule 2A.

2. Security for Road Works

(a) On the dedication of Road 1 and Road 2 to the Council, DHA is to provide the Council with a Bond or a Bank Guarantee in an amount equal to 150% of the Council's estimated value of the cost to:

(1) upgrade Road 1; and

(2) place the final layer of asphalt on Road 2,

as required under clause 3.3 of Schedule 2A.

(b) At any time following the provision of a Bond or Bank Guarantee, DHA may provide Council with one or more replacement Bonds or Bank Guarantees totalling the amount of all Bonds or Bank Guarantees required to be provided under this clause for the time being. On receipt of such replacement Bond or Bank Guarantee, within 20 Business Days the Council must release and return to DHA, as directed, the Bonds or Bank Guarantees which it holds that have been replaced.

(c) Before Council takes any action to recover the proceeds of a Bond or Bank Guarantee, it must give DHA 20 Business Days for DHA to comply with its obligations for which the Bond or Bank Guarantee has been granted to Council. If after the 20 Business Days have elapsed, and DHA has failed to perform its obligations aforesaid, then Council will proceed as set out below.

(d) The Council may apply the proceeds of a Bond or Bank Guarantee in satisfaction of any obligation of DHA under this Deed to carry out the works specified in clause 2(a) of this Schedule 2B, and any associated liability, loss, cost charge or expense directly or indirectly incurred by the Council because of the failure of DHA to fulfil that obligation.

(e) In the event the Council calls on a Bond or Bank Guarantee, the Council, its employees, servants or agents and contractors may access and occupy any part of the Land for the purposes of satisfying the obligation for which the Bond or Bank Guarantee has been provided, without further notice to DHA.

(f) On or before 20 Business Days from the completion of the works specified in clause 2(a) of this Schedule 2B, to the satisfaction of the Council:

(1) the Council will return the Bond or Bank Guarantee provided to it under this clause 2 of Schedule 2B; or

(2) at the request of DHA, retain the Bond or Bank Guarantee as security (or part of the security) for defects in accordance with any Construction Contract.

(g) If the Council calls on a Bond or Bank Guarantee in accordance with this Deed, the Council may, by notice in writing to DHA, require DHA to provide a further Bond or Bank Guarantee in an amount that, when added to any unused portion of any existing Bank Guarantee, does not exceed the amount of the Bond or Bank Guarantee the Council is entitled to hold under this clause 2 of Schedule 2B.

Schedule 3
Review or Replacement Procedures

The Parties may agree to review this Deed. Any review or modification will be conducted in the circumstances and in the manner determined in writing by the Parties.

Schedule 4
Dispute Resolution

1. Notice of Dispute

Except for a dispute arising, in or as a consequence of a review under Schedule 3, if a dispute between any of the Parties arises in connection with this Deed or its subject matter, then any Party may give to the other Parties a Notice of Dispute in Writing adequately identifying and providing details of the dispute.

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

2. Further Steps Required Before Proceedings

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

3. Disputes for Expert Determination

If the mediation referred to in paragraph 2 has not resulted in settlement of the dispute, DHA or any Party may, with the prior written consent of each other Party, refer the matter to expert determination in accordance with paragraph 4, such expert to act in accordance with paragraph 6.

4. Choice of Expert

A dispute to be referred to an expert in accordance with paragraph 3 must be determined by an independent expert in the relevant field:

(a) Agreed between and appointed jointly by the Parties; or

(b) In the absence of agreement within 5 Business Days of the agreement of the Parties to refer the matter to expert determination under paragraph 3, appointed by the President or other senior officer for the time being of the body administering the relevant field.

If the Parties cannot agree as to the relevant field, any one Party may refer the matter to the President of the New South Wales Bar Association (or the President's nominee) whose decision as to the relevant field is final and binding on the Parties.

5. Requirements for Expert

The expert appointed to determine a dispute:

(a) must have a technical understanding of the issues in contest;

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

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

The Parties must enter into an agreement with the expert appointed under this Schedule 4 setting out the terms of the expert's determination and the fees and expenses payable to the expert.

6. Directions to Expert

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

7. Expert not Arbitrator

The expert must:

(a) act as an expert and not as an arbitrator; and

(b) proceed in any manner as the expert thinks fit but must observe the rules of natural justice but not the rules of evidence, not accept oral submissions unless both Parties are present and on receipt of written submissions from one Party ensure that a copy of such submission is given promptly to the other party;

(c) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the dispute;

(d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);

(e) issue a draft certificate stating the expert's intended determination giving each Party 15 business days to make further submissions;

(f) issue a final certificate stating the expert's determination; and

(g) act with expedition with a view to issuing the final certificate as soon as practicable.

8. Compliance with Directions

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

(a) a short statement of facts;

(b) a description of the dispute; and

(c) any other documents, records or information the expert requests.

9. Expert may convene Meetings

(a) The expert will hold a meeting with all Parties present to discuss the dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.

(b) The Parties agree that a meeting under this paragraph is not a hearing and is not an arbitration.

10. Final Determination of Expert

(a) The Parties agree that the final determination by an expert will be final and binding upon them.

(b) The expert or mediator will not be liable in respect of the expert determination or mediation, except in the case of fraud of misfeasance by the expert or mediator.

(c) The Parties agree to release and indemnify the expert from and against all claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any person in respect of the expert's appointment to determine the dispute.

11. Other Courses of Action

If the mediation referred to in paragraph 2, or the expert determination required or agreed under paragraph 3, has not resulted in resolution of the dispute, any one Party may take whatever course of action is deemed appropriate for the purpose of resolving the dispute.

12. Confidentiality of Information

The Parties agree, and must obtain the written agreement of the mediator/expert, as a condition of his/her appointment:

(a) subject to paragraph 12(b) below, to keep confidential all documents, information and other material, disclosed to them during or in relation to the expert determination or mediation; and

(b) not to disclose any confidential documents, information and other material except:

(i) to a Party or adviser who had signed a confidentiality undertaking to the same effect as this paragraph 12; or

(ii) if required by Law to do so; or

(iii) not to use confidential documents, information or other material disclosed to them during or in relation to the expert determination for a purpose other than the expert determination or mediation.

Schedule 5
Assignment and Dealing Provisions

1. Right to assign interest

Except in respect of any part of the Land where this Deed has been released and discharged or where an occupation certificate has been issued, DHA must not settle on the sale, transfer, or disposal of the whole or any part of its right, title or interest in the Land or the Development to another person (**Transferee**), unless before it does so:

(a) it satisfies the Council acting reasonably that the proposed Transferee is financially capable of complying with DHA's obligations under this Deed;

(b) the rights of the Council are not diminished or fettered in any way;

(c) the Transferee executes a novation deed agreeing to perform the obligations of DHA under this Deed;

(d) any default by DHA has been remedied by DHA or waived by the Council; and

(e) DHA and the Transferee pay the Council's reasonable costs in relation to the assignment.

2. Purpose of the Assignment and Dealing Provisions

The purpose of the Assignment and Dealing provisions is to restrict the undeveloped or partly developed Land from being transferred from DHA to a third party transferee without first obtaining the Transferee's novation of this Planning Agreement to the satisfaction of the Council. The purpose of the Assignment and Dealing Provisions is not to prevent DHA settling on the sale, transfer or disposal of any part of the Land over which it has received an Occupation Certificate.

3. Release

If DHA settles on the sale, transfer or disposal of the whole or any part of the right, title or interest in the Land or the Development in accordance with this Schedule 5, DHA will be released from all obligations under this Deed arising after the date of novation, to the extent of the transfer of DHA's interest in the Land or the Development.

4. Further documents

The Parties must, and DHA will cause any Transferee to, enter into all such further documents as are reasonably required to implement the provisions set out in this Schedule 5.

Schedule 6
General Terms

5. Notices

5.1 Form

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

(a) Delivered or posted to that Party at its address set out below; or

(b) Fax to that Party at its fax number set out below:

Council address:

818 Pacific Highway
GORDON NSW 2072

Telephone: (02) 9424 0888
Fax: (02) 9424 0880
Attention: General Manager

Defence Housing Australia

26 Brisbane Avenue
BARTON, ACT, 2600

Telephone: 139 342
Fax: (02) 6217 8500
Attention: Chief Operating Officer

5.2 Change of Address

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

5.3 Delivery

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

(a) If it is delivered, when it is left at the relevant address;

(b) If it is sent by post, 2 Business Days after it is posted;

(c) If it is sent by facsimile, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

6. Entire agreement

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

7. Further acts

Each Party must promptly execute all documents and do all things that the other Party from time to time reasonably request to give effect to, perfect or complete this Deed and all transactions incidental to it.

8. Governing Law and Jurisdiction

This Deed is governed by the Law of New South Wales, the Parties submit to a non-exclusive jurisdiction of its Courts and Court of Appeal. The Parties will not object to the exercise of jurisdiction by those Courts on any basis.

9. No Fetter

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

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

(b) Nothing in this Deed imposes any obligation on the Council to:

(i) grant development consent or project approval; or

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

10. Representation and Warranties

The Parties represent a warrant that they have the power to enter into this Deed and to comply with their obligations under this Deed.

11. Severability

(a) If any part of this Deed can be read in a way that makes it illegal, unenforceable or invalid that can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way;

(b) If any part of this Deed is illegal, unenforceable or invalid, that part is to be treated as removed from the relevant document, but the rest of this Deed is not affected.

12. Modification

No modification to this Deed will be of any force or effect unless:

(a) it is in writing;

(b) is signed by the Parties as a Deed; and

(c) any requirements under the Act relating to modification of planning agreements have been complied with.

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 in 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.

14. Confidentiality

This Deed may be treated as a public document.

15. GST

(a) If any party reasonably decides that it is liable to pay GST on a supply made to the other party under this Deed and the supply was not priced to include GST, then the recipient of the supply must, within 90 days of receipt of a Tax Invoice, pay an additional amount equal to GST on that supply.

(b) Any Tax Invoice must comply with the GST Law.

Annexure A1

Title Searches of the Land

Lot 1 DP 1151638

Lot 4 DP 1151638

Hunt & Hunt Online Information System

NSW LPI Title Search

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/1151638

SEARCH DATE	TIME	EDITION NO	DATE
29/4/2011	11:07 AM	2	19/4/2011

LAND

LOT 1 IN DEPOSITED PLAN 1151638
AT LINDFIELD
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1151638

FIRST SCHEDULE

DEFENCE HOUSING AUSTRALIA (T AG134729)

SECOND SCHEDULE (17 NOTIFICATIONS)

1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
2 AG106817 RIGHTS AFFECTING CONFERRED BY INDENTURE OF 29TH MARCH 1930 IN FAVOUR OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
3 J269400 RIGHT OF CARRIAGEWAY 20.115 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 J744469 EASEMENT FOR DRAINAGE 3.66 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 J745595 EASEMENT FOR DRAINAGE 3.66 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 K864524 EASEMENT FOR SEWAGE 6.96 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 Q796226 RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1151638 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1151638 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1151638 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
11 DP1151638 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
12 DP1151638 EASEMENT FOR BATTER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13 DP1151638 RESTRICTION(S) ON THE USE OF LAND
14 AG68459 POSITIVE COVENANT

END OF PAGE 1 - CONTINUED OVER

Hunt & Hunt Online Information System

NSW LPI Title Search

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/1151638 PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)

15 AG94899 EASEMENT FOR ACCESS VARIABLE WIDTH AFFECTING THE PART DESIGNATED (S) IN PLAN WITH AG94899
AG134728 VARIATION OF EASEMENT AG94899 TERMS VARIED

16 AG134730 LEASE TO UNIVERSITY OF TECHNOLOGY, SYDNEY OF THE UNIVERSITY OF TECHNOLOGY, SYDNEY, KURING-GAI CAMPUS CHILD CARE CENTRE. EXPIRES: 16/3/2012. OPTION OF RENEWAL: 2 OPTIONS OF 6 MONTHS.

17 AG134731 LEASE TO UNIVERSITY OF TECHNOLOGY, SYDNEY OF CARETAKERS RESIDENCE, THE UNIVERSITY OF TECHNOLOGY, SYDNEY, KURING-GAI. EXPIRES: 16/3/2012.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Hunt & Hunt Online Information System

NSW LPI Title Search

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 4/1151638

SEARCH DATE	TIME	EDITION NO	DATE
29/4/2011	11:08 AM	2	19/4/2011

LAND

LOT 4 IN DEPOSITED PLAN 1151638
AT LINDFIELD
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1151638

FIRST SCHEDULE

DEFENCE HOUSING AUSTRALIA (T AG134729)

SECOND SCHEDULE (7 NOTIFICATIONS)

1 AG106817 RIGHTS AFFECTING CONFERRED BY INDENTURE OF 29TH MARCH 1930 IN FAVOUR OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
2 DP1151638 RIGHT OF ACCESS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
3 DP1151638 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
4 DP1151638 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
5 DP1151638 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1151638 RESTRICTION(S) ON THE USE OF LAND
* 7 AG143523 CAVEAT BY UNIVERSITY OF TECHNOLOGY, SYDNEY
* AG134729 CAVEATOR CONSENTED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Annexure A2

Survey by Whelan Insites' dated 30 July 2012

PRELIMINARY
30.7.2012

M.G.A.

WINCHESTER AVE

AVENUE

LYLE

ETON ROAD

LOT 6
1.89 ha

LOT 2
1.19 ha

LOT 7
PUBLIC RESERVE
1.20 ha

LOT 9
(H)
0.12 ha

LOT 4
(1.08 ha)

LOT 1
COMMUNITY
PROPERTY
(1.97 ha)

LOT 5
(0.85 ha)

LOT 1
COMMUNITY
PROPERTY
(1.87 ha)
3.92 ha TOTAL

LOT 8
0.10 ha

LOT 2
DP1151638
UTS GYMN
BLDG.

LOT 3
1.08 ha

LOT 3
DP1151638

LOT 2
DP1151638
UTS KU-RING-GAI SITE

LOT 4
DP1151638

PUBLIC ROAD

PUBLIC ROAD
(LIMITED IN HEIGHT
TO LOT 2 DP1151638
ABOVE)

LOT 1 (0.08 ha) ACCESSWAY

OPEN

(EASEMENT TO BE
RELOCATED AS REQUIRED)

PT 2
DP 32292

DP 29240

DP 1047529

(A) RIGHT OF CARRIAGEWAY AFFECTING THE PIECE OF LAND 20.115 WIDE SHOWN IN DP 523448 (X269400)

(B) EASEMENT FOR DRAINAGE 3.66 & VAR. WIDTH (J744469)

(C) EASEMENT FOR SEWAGE 6.96 WIDE SHOWN IN DP 221099 (K644524)

(D) RIGHT OF WAY (Q796226)

(E) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (Q796226)

(F) EASEMENT FOR DRAINAGE 3.66 WIDE (J745595)

(G) RIGHT OF ACCESS VARIABLE WIDTH (DP1151638)
(G) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1151638)

(L) LOTS ARE LIMITED IN DEPTH TO RL 20 AHD AND ARE UNLIMITED IN HEIGHT, (LOT 1 DP 1043043 IS THE STRATUM BELOW)

(M) LOTS ARE LIMITED IN DEPTH TO RL 30 AHD AND ARE UNLIMITED IN HEIGHT, (LOT 1 DP 1043043 IS THE STRATUM BELOW)

(H) PROPOSED ROAD UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 65.0 LOT 2 DP1151638 IS ABOVE

(Q) PROPOSED EASEMENT FOR BATTER 2 WIDE

NOTE:

1. LOT BOUNDARIES AND AREAS ARE SUBJECT TO FINAL SURVEY

2. EXISTING EASEMENTS SHOWN ARE AS NOTED ON TITLE.

3. BACKGROUND SUBDIVISION DEVELOPMENT PROPOSAL SHOWN IS AS PROVIDED BY DEM ON 04.10.2011 (FILE REF: ARSK 0001 REV L & ARSK 1502 REV B DATED 30.09.2011)

ROADS ARE ALLOWED TO BE WITHIN AZP

No.	DATE	REVISION DETAILS
H	30.7.2012	EASEMENT FOR BATTER ADDED
G	26.6.2012	BOUNDARY AJUSTMENT LOT 3
F	1.12.2011	ROAD CHANGE & BDY AJUSTMENT LOTS 8 & 9 ADDED AREAS ADJUSTED
E	18.10.2011	BDY AJUSTMENT PRECINCT 1,4,5
D	10.8.2011	NEW BOUNDARIES + AREAS
C	2.8.2011	CHANGE PT LOT 1 TO PUBLIC RD
B	29.7.2011	NEW BOUNDARIES + AREAS
A	28.7.2011	NEW BOUNDARIES

WHELANS insites
insites.com.au

DHA
Defence Housing Australia

PROPOSED COMMUNITY TITLE
SUBDIVSION OF
LOT 1 DP 1151638
100 ETON ROAD,
LINDFIELD

edgelea

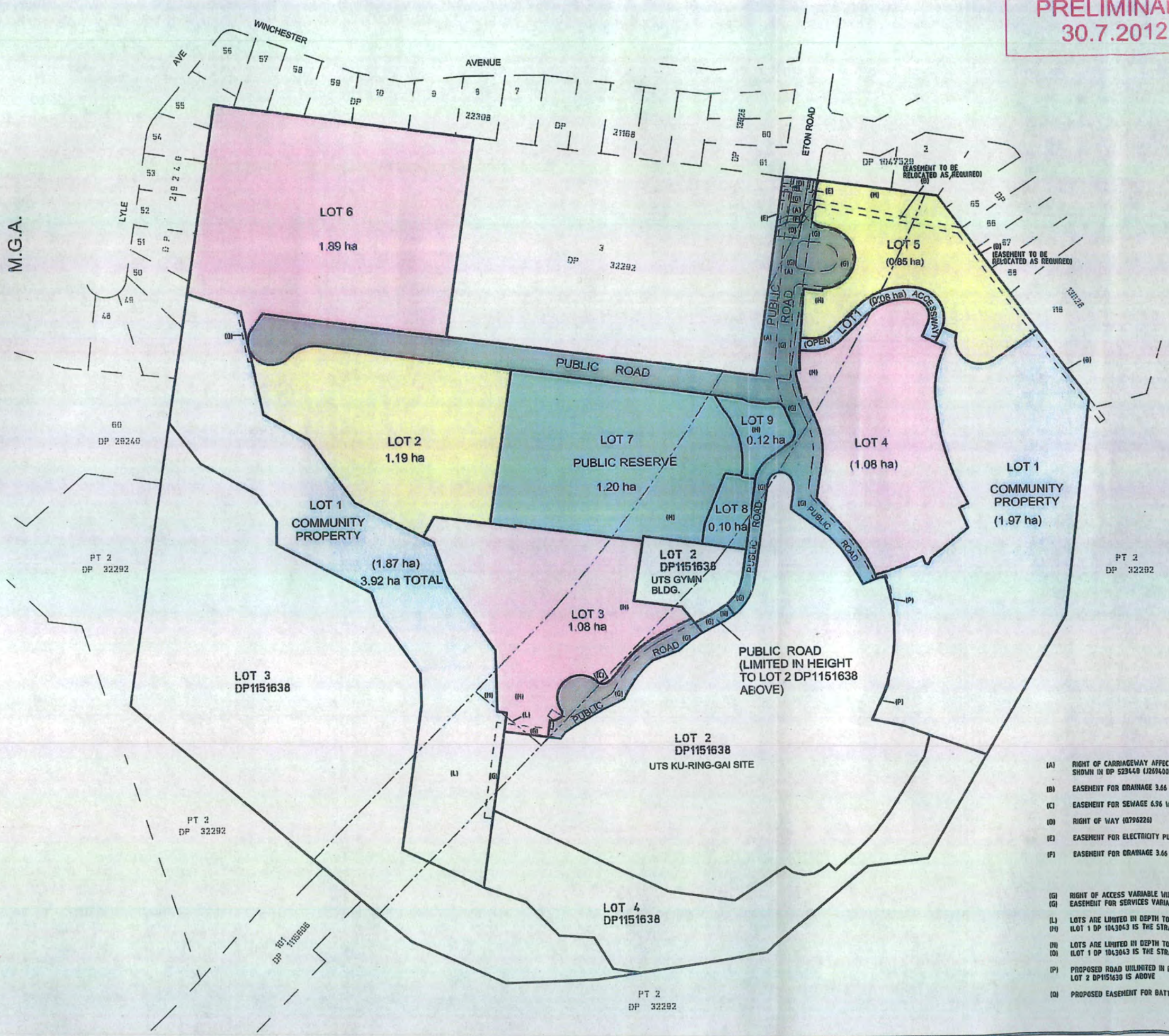
A1

1:1200
MGA N/A
9/8/11
ANR ANR
ANR 9/8/11
ANR 9/8/11
G243
G243-018h dwg 2 2

Annexure A3

Survey by Whelan Insites' dated 30 July 2012

PRELIMINARY
30.7.2012



(A) RIGHT OF CARRIAGEWAY AFFECTING THE PIECE OF LAND 20.115 WIDE SHOWN IN DP 523448 (J269400)

(B) EASEMENT FOR DRAINAGE 3.66 & VAR. WIDTH (J744469)

(C) EASEMENT FOR SEWAGE 6.96 WIDE SHOWN IN DP 221099 (K064526)

(D) RIGHT OF WAY (Q796226)

(E) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (Q796226)

(F) EASEMENT FOR DRAINAGE 3.66 WIDE (J745595)

(G) RIGHT OF ACCESS VARIABLE WIDTH (DP1151638)
(G) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1151638)

(L) LOTS ARE LIMITED IN DEPTH TO RL 20 AHD AND ARE UNLIMITED IN HEIGHT,
(H) (LOT 1 DP 1043043 IS THE STRATUM BELOW)

(N) LOTS ARE LIMITED IN DEPTH TO RL 30 AHD AND ARE UNLIMITED IN HEIGHT,
(O) (LOT 1 DP 1043043 IS THE STRATUM BELOW)

(P) PROPOSED ROAD UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 65.0 LOT 2 DP1151638 IS ABOVE

(Q) PROPOSED EASEMENT FOR BATTER 2 WIDE

NOTE:

1. LOT BOUNDARIES AND AREAS ARE SUBJECT TO FINAL SURVEY

2. EXISTING EASEMENTS SHOWN ARE AS NOTED ON TITLE.

ROADS ARE ALLOWED TO BE WITHIN AZP

No.	DATE	REVISION DETAILS
H	30.7.2012	EASEMENT FOR BATTER ADDED
G	26.6.2012	BOUNDARY AJUSTMENT LOT 3
F	1.12.2011	ROAD CHANGE & BDY AJUSTMENT LOTS 8 & 9 ADDED AREAS ADJUSTED
E	18.10.2011	BDY AJUSTMENT PRECINCT 1,4,5
D	10.8.2011	NEW BOUNDARIES + AREAS
C	2.8.2011	CHANGE PT LOT 1 TO PUBLIC RD
B	29.7.2011	NEW BOUNDARIES + AREAS
A	28.7.2011	NEW BOUNDARIES

WHELANS INSITES
insites.com.au

DHA
Defence Housing Australia

PROPOSED COMMUNITY TITLE
SUBDIVISION OF
LOT 1 DP 1151638
100 ETON ROAD,
LINDFIELD

edgelea

A1

1 1200
MGA N/A
9/6/11
ANR ANR
ANR 9/6/11
ANR 9/6/11

G243
G243-018h.dwg

Annexure A4

Specifications for the Soccer Field (Sports Field)

Project: Edgelea, Lindfield - Former UTS Site
Sportsground Preliminary Cost Comparison

NORTHROP — Bringing people, ideas & engineering together

		Cost Estimate - DHA Option (90° Parking with Stepped Interface to Natural Turf Sportsground)					Cost Estimate - KMC Option (Parallel Parking with Battered Interface to Synthetic Turf Sportsground)					
NORTHERN CARPARK												
1. Site Preparation												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		KMC-DHA
1.1	Clear / demolish and dispose of existing road furniture (including signage) along existing Road No. 2.	Item	1	$5,000	$5,000		Item	1	$5,000	$5,000		
	TOTAL (excluding GST)				$5,000	$ 5,000				$5,000	$ 5,000	$0
2. Demolition												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
2.1	Exhume and dispose of existing 300mm-dia. RC stormwater pipes (to be made redundant).	lin.m	30	$30	$900		lin.m	30	$30	$900		
2.2	Exhume and dispose of existing stormwater drainage kerb inlet pit (to be made redundant).	No.	2	$500	$1,000		No.	2	$500	$1,000		
2.3	Demolish existing concrete retaining wall and terraced seating at Oval.	Item	1	$10,000	$10,000		Item	1	$10,000	$10,000		
2.4	Demolish and dispose of existing concrete footpath adjacent to road / along top of terraced seating.	sq.m	120	$50	$6,000		sq.m	120	$50	$6,000		
2.5	Demolish and dispose of existing concrete kerbs.	lin.m	95	$50	$4,750		lin.m	95	$50	$4,750		
	TOTAL (excluding GST)				$6,000	$ 6,000				$6,000	$ 6,000	$0
3. Earthworks												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
3.1	Import fill for car spaces north of sportsground	cu.m	4700	35	$164,500		cu.m	3200	35	$112,000		
	TOTAL (excluding GST)				$164,500	$ 164,500				$112,000	$ 112,000	-$52,500
4. Subgrade												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
4.1	Trim, finish, proof roll and compact subgrade surfaces to carpark	sq.m	600	$3	$1,800		sq.m	250	$3	$750		
	TOTAL (excluding GST)				$1,800	$ 1,800				$750	$ 750	-$1,050
5. Underground Services												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
5.1	Sewerage						sq.m			$0		
5.2	Stormwater Drainage									$0		
5.3	Electrical Services									$0		
5.4	Communications Services											
5.5	Water Supply									$0		
	TOTAL (excluding GST)				$0	$ -				$0	$ -	$0

No services being installed in the road are specific to the sportsground works

Project No: 11277

6. Pavements													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
6.1	Road Pavement												
6.2	Carpark Pavement												
6.2.1	200mm thk DGB20 base compacted to 98% MMDD	sq.m	530	$25	$13,250		sq.m	230	$25	$5,750			
6.2.2	200mm thk DGS40 sub-base compacted to 95% MMDD	sq.m	600	$20	$12,000		sq.m	250	$20	$5,000			
6.2.3	Prime and tack coat	sq.m	530	$5	$2,650		sq.m	230	$5	$1,150			
6.2.4	50mm AC14 wearing course	sq.m	530	$25	$13,250		sq.m	230	$25	$5,750			
6.3	100mm thk concrete footpath (25MPa concrete with SL72 top mesh) - to rear of carparks	sq.m	195	$50	$9,750		sq.m	185	$50	$9,250			
	TOTAL (excluding GST)				$50,900	$ 50,900				$26,900	$ 26,900	-$24,000	
7. Concrete Kerbs													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
7.1	Construct nom. 150mm high concrete kerb and gutter (K&G)	lin.m	110	$50	$5,500		lin.m	100	$50	$5,000			
	TOTAL (excluding GST)				$5,500	$ 5,500				$5,000	$ 5,000	-$500	
8. Landscaping													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
8.1	Cultivate topsoil and lay turf to road batter areas				$0		sq.m	1700	$5	$8,500			
	TOTAL (excluding GST)				$0	$ -				$8,500	$ 8,500	$8,500	
9. Hard Landscaping													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
9.1	Staircase to Sportsground from road - 2m wide	no.	0	$14,000	$0		no.	0	$0	$0			
9.2	Staircase to Sportsground from road - 3m wide	no.	0	$0	$0		no.	2	$20,000	$40,000			
9.3	Stepped/ramped retaining wall to embankment - split face block gravity wall / keystone	sq.m	300	$280	$84,000								
9.4	100mm thk concrete footpath (25MPa concrete with SL72 top mesh) - to rear of retaining walls	sq.m	740	$50	$37,000								
										$0			
	TOTAL (excluding GST)				$121,000	$ 121,000				$40,000	$ 40,000	-$81,000	
10. Traffic Control													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
	TOTAL (excluding GST)				$0	$ -				$0	$ -	$0	
		SUBTOTAL - CARPARK			$ 354,700	$ 354,700				$ 204,150	$ 204,150	-$150,550	-$150,550

SPORTSGROUND

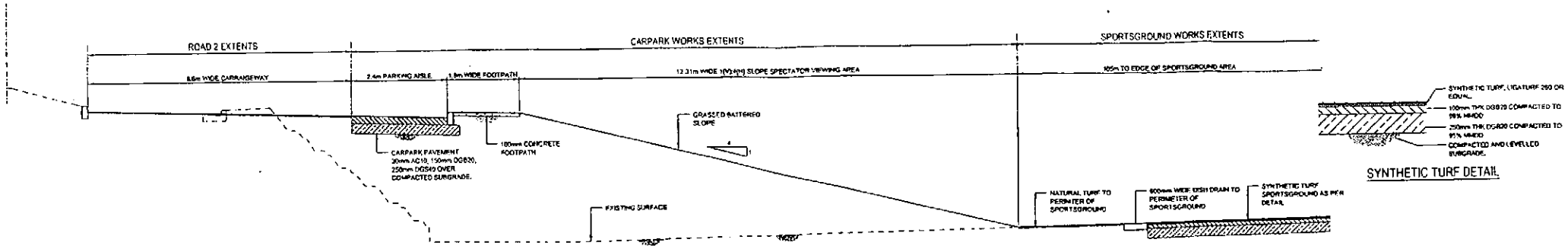
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
1. Site Preparation												
1.1	Strip existing turf and cultivate existing topsoil	sq.m	11000	$3	$33,000		sq.m	0	$3	$0		
	TOTAL (excluding GST)				$33,000	$ 33,000				$0	$ -	-$33,000
2. Demolition												
2.1	Exhume and dispose of existing 300mm-dia. RC stormwater pipes (to be made redundant).	lin.m	200	$30	$6,000		lin.m	200	$30	$6,000		
2.2	Exhume and dispose of existing stormwater drainage kerb inlet pit (to be made redundant).	No.	6	$500	$3,000		No.	6	$500	$3,000		
	TOTAL (excluding GST)				$9,000	$ 9,000				$9,000	$ 9,000	$0
3. Earthworks												
3.1	Strip topsoil and dispose on-site						sq.m.	11000	$3	$33,000		
3.2	Cut to spoil for new synthetic turf system						cu.m.	4400	$20	$88,000		
	TOTAL (excluding GST)				$0	$ -				$121,000	$ 121,000	$121,000
4. Subgrade												
4.2	Trim, finish, proof roll and compact subgrade surfaces						sq.m.	11000	$3	$33,000		
	TOTAL (excluding GST)				$0	$ -				$33,000	$ 33,000	$33,000
5. Underground Services												
5.1	Sewerage											
5.1.1	Supply, trench, bed, lay, joint and backfill **100mm** dia sewer grade uPVC for trenches 1.0m to 2.5m deep	lin.m	125	$110	$13,750		lin.m	125	$100	$12,500		
5.1.2	New Sewer access chamber	no.	1	$5,000	$5,000		no.	1	$5,000	$5,000		
	Subtotal				$18,750					$17,500		-$1,250
5.2	Stormwater Drainage											
5.2.1	Supply, trench, bed, lay, joint and backfill 300mm dia Class 2 RCP for trenches 1.0m to 2.5m deep	lin.m	370	$270	$99,900		lin.m	380	$270	$102,600		
5.2.2	Supply, trench, bed, lay, joint and backfill 375mm dia Class 2 RCP for trenches 1.0m to 2.5m deep - site discharge pipe	lin.m	40	$300	$12,000		lin.m	50	$300	$15,000		
5.2.3	Supply, trench, bed, lay, joint and backfill 375mm dia Class 2 RCP for trenches 1.0m to 2.5m deep - overflow pipe from rainwater harvesting tank	lin.m	0	$300	$0		lin.m	0	$0	$0		
5.2.4	Construct 600x600mm Grated Surface Inlet Pit	no.	10	$2,800	$28,000		no.	16	$2,800	$44,800		
5.2.5	Construct 900x900mm Grated Surface Inlet Pit	no.	0	$3,500	$0		no.	0	$3,500	$0		
5.2.6	Construct 900x900mm Stormwater Junction Pit with Heavy Duty Cover	no.	1	$3,500	$3,500		no.	1	$3,500	$3,500		
	Subtotal				$143,400					$165,900		$22,500

5.3	**Subsurface Drainage**									
5.3.1	Supply, trench, bed, lay, joint and backfill (Using Clean Granular Backfill) slotted **100mm** dia. uPVC pipes for trenches 0.4m to 1.5m deep (including excavation in rock and de-watering where necessary)	lin.m	1500	$50	$75,000	lin.m	780	$50	$39,000	
5.3.2	Supply, trench, bed, lay, joint and backfill (Using Clean Granular Backfill) slotted **150mm** dia. uPVC pipes for trenches 0.4m to 1.5m deep (including excavation in rock and de-watering where necessary)	lin.m	200	$60	$12,000	lin.m	0	$0	$0	
5.3.3	Supply and install buried cleanout risers	no.	20	$400	$8,000	no.	10	$400	$4,000	
	Subtotal				**$95,000**				**$43,000**	-$52,000
5.4	**Electrical Services**									
5.4.1	Supply, trench, bed, lay, joint and backfill electrical conduit (complete with draw-wire and end-caps) for **4-100mm** dia. uPVC LV + electricty ducts - class 6 for trenches up to 1.5m deep (including excavation in rock, reinstating pavement and de-watering trenches)	lin.m	125	$175	$21,875	lin.m	125	$175	$21,875	
5.4.2	Supply, excavate, bed and backfill 1280x900mm electrical pit (complete with heavy duty cover) up to 1.5m deep.	no.	2	$3,000	$6,000	no.	2	$3,000	$6,000	
5.4.3	Supply and install Oval lighting to council requirements - NOT PRICED FOR EITHER	no.	-			no.				
	Subtotal				**$27,875**				**$27,875**	$0
5.5	**Communications Services**									
5.5.1	Supply, trench, bed, lay, joint and backfill electrical conduit (complete with draw-wire and end-caps) for **2-100mm** dia. telecommunications ducts for trenches up to 0.8m deep (including excavation in rock, reinstating pavement and de-watering trenches)	lin.m	125	$50	$6,250	lin.m	125	$50	$6,250	
5.5.2	Supply, excavate, bed and backfill 1telecommunications pit (complete with heavy duty cover) up to 0.8m deep.	no.	2	$2,000	$4,000	no.	2	$2,000	$4,000	
	Subtotal				**$10,250**				**$10,250**	$0
5.6	**Water Supply**									
5.6.1	Supply, trench, bed, lay, joint and backfill private water supply (including bends, tees, thrust-blocks and fittings) for **100mm** dia. uPVC pressure pipe for trenches up to 1.5m deep (including excavation in rock, reinstating pavement and de-watering trenches)	lin.m	125	$90	$11,250	lin.m	125	$90	$11,250	
	Subtotal				**$11,250**				**$11,250**	$0

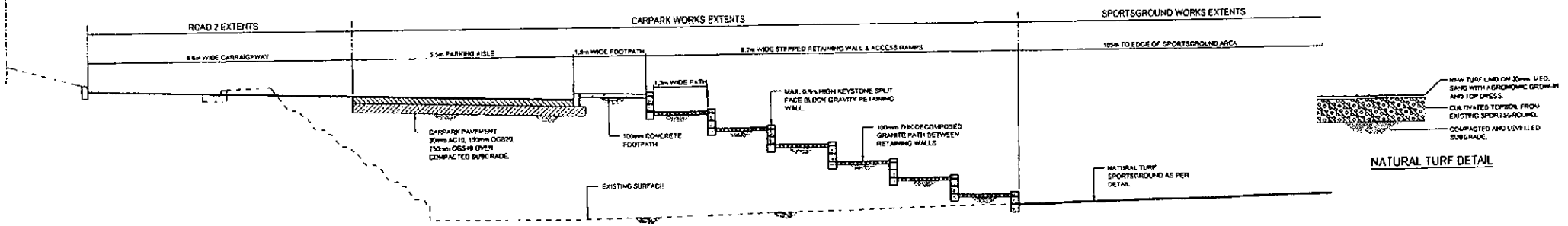
5.7	Irrigation											
5.7.1	Supply and install sprinkler irrigation system - complete with QCV and connection to rainwater harvesting system	Item	1	$90,000	$90,000							
5.7.2	Supply and install rain/stormwater harvesting tank (175cu.m volume) comprising reinforced concrete 'Panthers' tanks, pumps and water-proofing - complete with first flush device (to service sportsground only).	Item	1	$150,000	$150,000							
5.7.3	Provision for 50cu.m rainwater harvesting tank to irrigate gardens and flush toilets - subject to Council confimation. This is a commuity Facility cost	Item	0	$40,000	$0		Item	0	$40,000	$0		
	Subtotal				$240,000					$0		-$240,000
	TOTAL (excluding GST)				$ 546,525	$546,525				$275,775	$ 275,775	

6.0 Surface Finish												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
6.1	Natural Turf Finish											
6.1.1	Supply and install 30mm medium sand	sq.m	11000	$3	$33,000		sq.m	845	$3	$2,535		
6.1.2	Supply and Install Natural Turf to sportsground area	sq.m	11000	$5	$55,000		sq.m	845	$5	$4,225		
6.1.3	Agronomic Support (grow-in and top-dress)	sq.m	11000	$2	$22,000		sq.m	845	$2	$1,690		
	Subtotal				$110,000					$8,450		-$101,550
6.2	Synthetic Turf and Base											
6.2.1	Supply and install 100mm thick DGB20 base compacted to 98% MMDD						sq.m	10165	$10	$101,650		
6.2.3	Supply and install 250mm thich DGS40 sub-base compacted to 95% MMDD						sq.m	10165	$20	$203,300		
6.2.4	Supply and Install Synthetic Turfing to sportsground area - complete with rubber matting and synthetic grass (e.g. LigaTurf 260 or equal)						sq.m	10165	$55	$559,075		
	Subtotal									$864,025		$864,025
	TOTAL (excluding GST)				$110,000	$ 110,000				$872,475	$ 872,475	

7. Fencing													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
7.1	Supply and Install 1.8m high chain wire fence to south and western sides of sportsground	lin.m	200	$80	$16,000		lin.m	200	$80	$16,000			
	TOTAL (excluding GST)				$16,000	$ 16,000				$16,000	$ 16,000	$0	
8. Building Structures													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
8.1	No Allowance at this stage												
	TOTAL (excluding GST)				$0	$ -				$0	$ -	$0	
9. Hard Landscaping													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
9.1	Concrete dish drain to base of retaining wall	lin.m	100	$60	$6,000		lin.m	430	$60	$25,800			
9.2	Concrete dish drain to perimeter of synthetic field												
	TOTAL (excluding GST)				$6,000	$ 6,000				$25,800	$ 25,800	$19,800	
10. Signage													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
10.1	No Allowance at this stage												
	TOTAL (excluding GST)				0	$ -				$0	$ -	$0	
					SUBTOTAL - SPORTSGROUND	$ 720,525	$ 720,525				$ 1,353,050	$ 1,353,050	$632,525	$632,525
					TOTAL - DHA OPTION (CARPARK + SPORTSGROUND)		$ 1,075,225				TOTAL - KMC OPTION (CARPARK + SPORTSGROUND)	$ 1,557,200	$481,975	$481,975



KMC SPORTSGROUND AND CARPARK INTERFACE OPTION - SECTION



DHA SPORTSGROUND AND CARPARK INTERFACE OPTION - SECTION

FOR INFORMATION

ISSUE	AMENDMENT	VERIFIED	APPROVED	DATE
1	ISSUED FOR REVIEW / COMMENT	-	M.W.	15.08.11

ARCHITECT

CLIENT: DHA Defence Housing Australia

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Baulkham Hills

PROJECT: edgelea EDGELEA LINDFIELD MASTERPLANNING

DRAWING TITLE: ROAD 2 TO SPORTS FIELD INTERFACE OPTIONS SECTIONS

JOB NUMBER: 11277

DRAWING NUMBER: SK22

REVISION: 1

DRAWING SHEET SIZE: A1

DRAWN: M.WALTER
DESIGNED: M.WALTER
JOB MANAGER: M.WALKER
VERIFIED

Edg a - Sporting Fields Construction Estim s

NORTHERN CARPARK	Cost Estimate - DHA Option (90° Parking with Stepped Interface to Natural Turf Sportsground)	Cost Estimate - KMC Option (Parallel Parking with Battered Interface to Synthetic Turf Sportsground)	KMC-DHA
1. Site Preparation	$5,000.00	$5,000.00	$0.00
2. Demolition	$6,000.00	$6,000.00	$0.00
3. Earthworks	$164,500.00	$112,000.00	-$52,500.00
4. Subgrade	$1,800.00	$750.00	-$1,050.00
5. Underground Services	$0.00	$0.00	$0.00
6. Pavements	$50,900.00	$26,900.00	-$24,000.00
7. Concrete Kerbs	$5,500.00	$5,000.00	-$500.00
8. Landscaping	$0.00	$8,500.00	$8,500.00
9. Hard Landscaping	$121,000.00	$40,000.00	-$81,000.00
10. Traffic Control	$0.00	$0.00	
Sub-total	**$354,700.00**	**$204,150.00**	**-$150,550.00**

SPORTSGROUND			
1. Site Preparation	$33,000.00	$0.00	-$33,000.00
2. Demolition	$9,000.00	$9,000.00	$0.00
3. Earthworks	$0.00	$121,000.00	$121,000.00
4. Subgrade	$0.00	$33,000.00	$33,000.00
5. Underground Services	$546,525.00	$275,775.00	-$270,750.00
6.0 Surface Finish	$110,000.00	$872,475.00	$762,475.00
7. Fencing	$16,000.00	$16,000.00	$0.00
8. Building Structures	$0.00	$0.00	$0.00
9. Hard Landscaping	$6,000.00	$25,800.00	$19,800.00
10. Signage	$0.00	$0.00	$0.00
Sub-total	**$720,525.00**	**$1,353,050.00**	**$632,525.00**

Total	**$1,075,225.00**	**$1,557,200.00**	**$481,975.00**

Allowances for Prelims, site establishment, insurance etc	10%	$48,197.50
Design	5%	$24,098.75
Supervision	3%	$14,459.25
Sub Total		$568,730.50
Contingency, incl allowance to be constructed 15 months time	10%	$56,873.05
TOTAL (Excluding GST)		**$625,603.55**

NORTHERN CARPARK		Cost Estimate - DHA Option (90° Parking with Stepped Interface to Natural Turf Sportsground)					Cost Estimate - KMC Option (Parallel Parking with Battered Interface to Synthetic Turf Sportsground)					KMC-DHA
1. Site Preparation												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
1.1	Clear / demolish and dispose of existing road furniture (including signage) along existing Road No. 2.	Item	1	$5,000	$5,000		Item	1	$5,000	$5,000		
	TOTAL (excluding GST)				$5,000	$ 5,000				$5,000	$ 5,000	$0
2. Demolition												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
2.1	Exhume and dispose of existing 300mm-dia. RC stormwater pipes (to be made redundant).	lin.m	30	$30	$900		lin.m	30	$30	$900		
2.2	Exhume and dispose of existing stormwater drainage kerb inlet pit (to be made redundant).	No.	2	$500	$1,000		No.	2	$500	$1,000		
2.3	Demolish existing concrete retaining wall and terraced seating at Oval.	Item	1	$10,000	$10,000		Item	1	$10,000	$10,000		
2.4	Demolish and dispose of existing concrete footpath adjacent to road / along top of terraced seating.	sq.m	120	$50	$6,000		sq.m	120	$50	$6,000		
2.5	Demolish and dispose of existing concrete kerbs.	lin.m	95	$50	$4,750		lin.m	95	$50	$4,750		
	TOTAL (excluding GST)				$6,000	$ 6,000				$6,000	$ 6,000	$0
3. Earthworks												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
3.1	Import fill for car spaces north of sportsground	cu.m	4700	35	$164,500		cu.m	3200	35	$112,000		
	TOTAL (excluding GST)				$164,500	$ 164,500				$112,000	$ 112,000	-$52,500
4. Subgrade												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
4.1	Trim, finish, proof roll and compact subgrade surfaces to carpark	sq.m	600	$3	$1,800		sq.m	250	$3	$750		
	TOTAL (excluding GST)				$1,800	$ 1,800				$750	$ 750	-$1,050
5. Underground Services												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
5.1	Sewerage						sq.m			$0		
5.2	Stormwater Drainage									$0		
5.3	Electrical Services									$0		
5.4	Communications Services											
5.5	Water Supply									$0		

No services being installed in the road are specific to the sportsground works

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	TOTAL (excluding GST)				$0	$	-				$0	$	-	$0

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Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
6. Pavements													
6.1	Road Pavement												
6.2	Carpark Pavement												
6.2.1	200mm thk DGB20 base compacted to 98% MMDD	sq.m	530	$25	$13,250		sq.m	230	$25	$5,750			
6.2.2	200mm thk DGS40 sub-base compacted to 95% MMDD	sq.m	600	$20	$12,000		sq.m	250	$20	$5,000			
6.2.3	Prime and tack coat	sq.m	530	$5	$2,650		sq.m	230	$5	$1,150			
6.2.4	50mm AC14 wearing course	sq.m	530	$25	$13,250		sq.m	230	$25	$5,750			
6.3	100mm thk concrete footpath (25MPa concrete with SL72 top mesh) - to rear of carparks	sq.m	195	$50	$9,750		sq.m	185	$50	$9,250			
	TOTAL (excluding GST)				$50,900	$ 50,900				$26,900	$ 26,900	-$24,000	
7. Concrete Kerbs													
7.1	Construct nom. 150mm high concrete kerb and gutter (K&G)	lin.m	110	$50	$5,500		lin.m	100	$50	$5,000			
	TOTAL (excluding GST)				$5,500	$ 5,500				$5,000	$ 5,000	-$500	
8. Landscaping													
8.1	Cultivate topsoil and lay turf to road batter areas				$0		sq.m	1700	$5	$8,500			
	TOTAL (excluding GST)				$0	$ -				$8,500	$ 8,500	$8,500	
9. Hard Landscaping													
9.1	Staircase to Sportsground from road - 2m wide	no.	0	$14,000	$0		no.	0	$0	$0			
9.2	Staircase to Sportsground from road - 3m wide	no.	0	$0	$0		no.	2	$20,000	$40,000			
9.3	Stepped/ramped retaining wall to embankment - split face block gravity wall / keystone	sq.m	300	$280	$84,000								
9.4	100mm thk concrete footpath (25MPa concrete with SL72 top mesh) - to rear of retaining walls	sq.m	740	$50	$37,000					$0			
	TOTAL (excluding GST)				$121,000	$ 121,000				$40,000	$ 40,000	-$81,000	
10. Traffic Control													
	TOTAL (excluding GST)				$0	$ -				$0	$ -	$0	
		SUBTOTAL - CARPARK			$ 354,700	$ 354,700				$ 204,150	$ 204,150	-$150,550	-$150,550

Project: Edgelea, Lindfield - Former UTS Site
Sportsground Preliminary Cost Comparison

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SPORTSGROUND												
1. Site Preparation												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
1.1	Strip existing turf and cultivate existing topsoil	sq.m	11000	$3	$33,000		sq.m	0	$3	$0		
	TOTAL (excluding GST)				$33,000	$ 33,000				$0	$ -	-$33,000
2. Demolition												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
2.1	Exhume and dispose of existing 300mm-dia. RC stormwater pipes (to be made redundant).	lin.m	200	$30	$6,000		lin.m	200	$30	$6,000		
2.2	Exhume and dispose of existing stormwater drainage kerb inlet pit (to be made redundant).	No.	6	$500	$3,000		No.	6	$500	$3,000		
	TOTAL (excluding GST)				$9,000	$ 9,000				$9,000	$ 9,000	$0
3. Earthworks												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
3.1	Strip topsoil and dispose on-site						sq.m	11000	$3	$33,000		
3.2	Cut to spoil for new synthetic turf system						cu.m	4400	$20	$88,000		
	TOTAL (excluding GST)				$0	$ -				$121,000	$ 121,000	$121,000
4. Subgrade												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
4.2	Trim, finish, proof roll and compact subgrade surfaces						sq.m	11000	$3	$33,000		
	TOTAL (excluding GST)				$0	$ -				$33,000	$ 33,000	$33,000
5. Underground Services												
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount		
5.1	Sewerage											
5.1.1	Supply, trench, bed, lay, joint and backfill 100mm dia sewer grade uPVC for trenches 1.0m to 2.5m deep	lin.m	125	$110	$13,750		lin.m	125	$100	$12,500		
5.1.2	New Sewer access chamber	no.	1	$5,000	$5,000		no.	1	$5,000	$5,000		
	Subtotal				$18,750					$17,500		-$1,250
5.2	Stormwater Drainage											
5.2.1	Supply, trench, bed, lay, joint and backfill 300mm dia Class 2 RCP for trenches 1.0m to 2.5m deep	lin.m	370	$270	$99,900		lin.m	380	$270	$102,600		
5.2.2	Supply, trench, bed, lay, joint and backfill 375mm dia Class 2 RCP for trenches 1.0m to 2.5m deep - site discharge pipe	lin.m	40	$300	$12,000		lin.m	50	$300	$15,000		
5.2.3	Supply, trench, bed, lay, joint and backfill 375mm dia Class 2 RCP for trenches 1.0m to 2.5m deep - overflow pipe from rainwater harvesting tank	lin.m	0	$300	$0		lin.m	0	$0	$0		
5.2.4	Construct 600x600mm Grated Surface Inlet Pit	no.	10	$2,800	$28,000		no.	16	$2,800	$44,800		
5.2.5	Construct 900x900mm Grated Surface Inlet Pit	no.	0	$3,500	$0		no.	0	$3,500	$0		
5.2.6	Construct 900x900mm Stormwater Junction Pit with Heavy Duty Cover	no.	1	$3,500	$3,500		no.	1	$3,500	$3,500		
	Subtotal				$143,400					$165,900		$22,500

5.3	**Subsurface Drainage**									
5.3.1	Supply, trench, bed, lay, joint and backfill (Using Clean Granular Backfill) slotted **100mm** dia. uPVC pipes for trenches 0.4m to 1.5m deep (including excavation in rock and de-watering where necessary)	lin.m	1500	$50	$75,000	lin.m	780	$50	$39,000	
5.3.2	Supply, trench, bed, lay, joint and backfill (Using Clean Granular Backfill) slotted **150mm** dia. uPVC pipes for trenches 0.4m to 1.5m deep (including excavation in rock and de-watering where necessary)	lin.m	200	$60	$12,000	lin.m	0	$0	$0	
5.3.3	Supply and install buried cleanout risers	no.	20	$400	$8,000	no.	10	$400	$4,000	
	Subtotal				**$95,000**				**$43,000**	-$52,000
5.4	**Electrical Services**									
5.4.1	Supply, trench, bed, lay, joint and backfill electrical conduit (complete with draw-wire and end-caps) for **4-100mm** dia. uPVC LV + electricty ducts - class 6 for trenches up to 1.5m deep (including excavation in rock, reinstating pavement and de-watering trenches)	lin.m	125	$175	$21,875	lin.m	125	$175	$21,875	
5.4.2	Supply, excavate, bed and backfill 1280x900mm electrical pit (complete with heavy duty cover) up to 1.5m deep.	no.	2	$3,000	$6,000	no.	2	$3,000	$6,000	
5.4.3	Supply and install Oval lighting to council requirements - NOT PRICED FOR EITHER	no.	-			no.				
	Subtotal				**$27,875**				**$27,875**	$0
5.5	**Communications Services**									
5.5.1	Supply, trench, bed, lay, joint and backfill electrical conduit (complete with draw-wire and end-caps) for **2-100mm** dia. telecommunications ducts for trenches up to 0.8m deep (including excavation in rock, reinstating pavement and de-watering trenches)	lin.m	125	$50	$6,250	lin.m	125	$50	$6,250	
5.5.2	Supply, excavate, bed and backfill 1telecommunications pit (complete with heavy duty cover) up to 0.8m deep.	no.	2	$2,000	$4,000	no.	2	$2,000	$4,000	
	Subtotal				**$10,250**				**$10,250**	$0
5.6	**Water Supply**									
5.6.1	Supply, trench, bed, lay, joint and backfill private water supply (including bends, tees, thrust-blocks and fittings) for **100mm** dia. uPVC pressure pipe for trenches up to 1.5m deep (including excavation in rock, reinstating pavement and de-watering trenches)	lin.m	125	$90	$11,250	lin.m	125	$90	$11,250	
	Subtotal				**$11,250**				**$11,250**	$0

5.7	**Irrigation**											
5.7.1	Supply and install sprinkler irrigation system - complete with QCV and connection to rainwater harvesting system	Item	1	$90,000	$90,000							
5.7.2	Supply and install rain/stormwater harvesting tank (175cu.m volume) comprising reinforced concrete 'Panthers' tanks, pumps and water-proofing - complete with first flush device (to service sportsground only).	Item	1	$150,000	$150,000							
5.7.3	Provision for 50cu.m rainwater harvesting tank to irrigate gardens and flush toilets - subject to Council confimation. This is a commuity Facility cost	Item	0	$40,000	$0		Item	0	$40,000	$0		
	Subtotal				$240,000					$0		-$240,000
	TOTAL (excluding GST)				$ 546,525	$546,525				$275,775	$ 275,775	

6.0 Surface Finish												
Item	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**		**Unit**	**Quantity**	**Rate**	**Amount**		
6.1	**Natural Turf Finish**											
6.1.1	Supply and install 30mm medium sand	sq.m	11000	$3	$33,000		sq.m	845	$3	$2,535		
6.1.2	Supply and Install Natural Turf to sportsground area	sq.m	11000	$5	$55,000		sq.m	845	$5	$4,225		
6.1.3	Agronomic Support (grow-in and top-dress)	sq.m	11000	$2	$22,000		sq.m	845	$2	$1,690		
	Subtotal				$110,000					$8,450		-$101,550
6.2	**Synthetic Turf and Base**											
6.2.1	Supply and install 100mm thick DGB20 base compacted to 98% MMDD						sq.m	10165	$10	$101,650		
6.2.3	Supply and install 250mm thich DGS40 sub-base compacted to 95% MMDD						sq.m	10165	$20	$203,300		
6.2.4	Supply and Install Synthetic Turfing to sportsground area - complete with rubber matting and synthetic grass (e.g. LigaTurf 260 or equal)						sq.m	10165	$55	$559,075		
	Subtotal				$110,000	$ 110,000				$864,025		$864,025
	TOTAL (excluding GST)									$872,475	$ 872,475	

7. Fencing													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
7.1	Supply and Install 1.8m high chain wire fence to south and western sides of sportsground	lin.m	200	$80	$16,000		lin.m	200	$80	$16,000			
	TOTAL (excluding GST)				$16,000	$ 16,000				$16,000	$ 16,000	$0	
8. Building Structures													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
8.1	No Allowance at this stage												
	TOTAL (excluding GST)				$0	$ -				$0	$ -	$0	
9. Hard Landscaping													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
9.1	Concrete dish drain to base of retaining wall	lin.m	100	$60	$6,000								
9.2	Concrete dish drain to perimeter of synthetic field						lin.m	430	$60	$25,800			
	TOTAL (excluding GST)				$6,000	$ 6,000				$25,800	$ 25,800	$19,800	
10. Signage													
Item	Description	Unit	Quantity	Rate	Amount		Unit	Quantity	Rate	Amount			
10.1	No Allowance at this stage												
	TOTAL (excluding GST)				0	$ -				$0	$ -	$0	
	SUBTOTAL - SPORTSGROUND				$ 720,525	$ 720,525				$ 1,353,050	$ 1,353,050	$632,525	$632,525
	TOTAL - DHA OPTION (CARPARK + SPORTSGROUND)					$ 1,075,225	TOTAL - KMC OPTION (CARPARK + SPORTSGROUND)				$ 1,557,200	$481,975	$481,975

Annexure A5

Rationale for the Dedication to Ku-ring-gai Council of Existing and Proposed Roads dated 30 July 2012

52.

Defence Housing
AUSTRALIA

edgelea

RATIONALE FOR THE DEDICATION TO KU-RING-GAI COUNCIL OF EXISTING AND PROPOSED ROADS WITHIN LOT 1 DP 1151638

30 July 2012

Defence Housing
AUSTRALIA

Contents

Defence Housing
AUSTRALIA

1.0 BACKGROUND

- The consent for the redevelopment of the former UTS Ku-ring-gai site for residential purposes (now owned by Defence Housing Australia (DHA) and known as Edgelea) provides that internal roads must be dedicated to council. In the event council are unwilling to accept this dedication, a positive covenant must be placed on the title of that land to allow public access.
- DHA intends to create a Community Title subdivision, with only two roads within the site, being proposed for dedication to council.
- The two roads considered suitable for dedication to council are highlighted on the attached plan
- Road 1, as shown in green tint including the adjoining road reserve. This road commences at the Eton Road entry and runs to the east and west of the UTS lot (Lot 2 DP1151638); it includes the bus turning area. The eastern portion of this road extends to the north-eastern boundary of Lot 2 with the western portion providing access to the southern extent of Lot 2. This western portion also provides access to the soccer field, its associated parking and a proposed community facility, both of which are to be dedicated to council for public use. It also provided access to an existing electricity sub-station and to the university gymnasium, auditorium, conference centre and loading docks and will allow public access to the vehicle turning area at its southern extremity, and then via a walking track across the APZ to the Lane Cove National Park.

- Road 2, as shown in yellow tint including the adjoining road reserve. This road will provide access to the northern portion of the soccer field and its associated parking, which is to be dedicated to council for public use. Road 2 will also provide public access to bushland and vehicle turning at its western extremity. The roadway will ultimately provide access to future rateable residential developments. The western extension of this road is yet to be constructed.

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2.0 PLAN

The roads shown on the following plan are generally indicative of the proposed roads for dedication. Design may require amendment of the final detail and actual location of the turning areas and other components. This plan is only intended to convey the intent and the final Plan of Subdivision shall represent the actual dedication.

Defence Housing
AUSTRALIA

3.0 RATIONALE FOR PLACING ROADS IN PUBLIC OWNERSHIP

There are numerous reasons why Roads 1 & 2 should reside in public ownership and be managed as public thoroughfares.

a) These roads form a backbone to the access arrangements within this multi-purpose, multi user site. They will perform a clear public service in facilitating access for the mixed uses on site including access to the uses within the education buildings (zoned for Mixed Use), heritage features, parklands, community facilities, rateable residential uses and playing fields.

UTS Campus

b) These roads provide access to a number of buildings and services on the UTS campus, which currently provide facilities for the general public, and are expected to continue to do so. These facilities include, but are not limited to:

- the Greenhalgh Auditorium - a large hall used for a range of public performances to a broad audience, including eisteddfods, concerts and other events;
- the university gymnasium - a facility used by the community for gymnastics, dance and the like; and proposed to facilitate the playing field amenities, and
- the North Shore Conference Centre, in which the community use is expected to increase with the introduction of the adjoining residential development.

In addition to directly connecting to these facilities, the roads are necessary for vehicles to access the car park to the south of the site, passenger drop-off areas, loading docks and other loading areas, set-down for the mobility impaired, and the under building carpark.

Despite currently being in the ownership of UTS, these facilities have historically formed part of the recreational and cultural fabric of the local and broader community and it is inappropriate that the roads providing access to them should be under the private ownership and control of the parties to the community management scheme.

c) The roads provide public access to a number of private roads/access points on and around the UTS campus. Regardless of the future use of the UTS site/buildings, it is inappropriate that these key points of access be under the private ownership and control of the parties to the community management scheme.

d) The land on which the UTS buildings are located is zoned B4 Mixed Use. The uses permissible under this zoning enable a range of potential activities on the site which of necessity assume public vehicle access for loading, parking, passenger drop-off and the like. The future use the site for any of the nominated purposes would be significantly constrained if Road 1 is not a public thoroughfare.

Bushland

e) Road 1 further provides direct access to the walking trails that connect to the Lane Cove National Park (which has had the additional dedication of 34,570 m^2 to incorporate it into the Lane Cove National Park.) Road 1 (via the APZ) will also provide access to the fire trail with Lane Cove National Park and is therefore an important access point for the fire trucks in times of emergency.

f) The bushland to the south of the UTS site and Edgelea land is to be transferred to the State government to form part of the Lane Cove National Park. The walking track in this area of bushland, which is very popular with members of the local community, is accessed off both Road 2, (via the APZ) and connects to the broader network of walking tracks in the Park. It is inappropriate that access to the track (and thus to the broader Park) should be under the private ownership and control of the parties to the community management scheme. This Park services the whole of Ku-ring-gai's LGA and it is appropriate that a public road is the access to the walking trails to the Park via Road 2.

Defence Housing
AUSTRALIA

Heritage-Cultural

g) The campus buildings, the gymnasium and the connecting footbridge are listed as heritage items. The deep cutting for the road between the main buildings and the gymnasium building forms part of the heritage item. Road 1 provides the most accessible means for the public to view, access and experience the Brutalist style of the buildings, their bushland setting and the cutting itself.

Native vegetation

h) Road 1 abuts an area of endangered Darwinia biflora. Public access to this vegetation may be impeded if access is under the private ownership and control of the parties to the community management scheme.

General

i) To avoid confusion and issues of public liability it is logical that the thoroughfare through the site becomes (to its termination) an extension of Eton Road as it is used by the public for numerous public purposes. It is not appropriate for a community management scheme to manage and take on the risk and liabilities of an asset outside the charter of the scheme.

j) However, as the owners of the proposed 345 dwellings in the development shall be paying rates to Council, it would be unfair to require those ratepayers to pay ongoing maintenance, and accept liability for the public use of what should clearly be 2 public roads: Road 1 and Road 2. Naturally the owners of the 345 dwellings, as part of community title development, shall be responsible for all other roads in the development, including ongoing maintenance and public liability.

4.0 TECHNICAL RATIONALE FOR PLACING ROADS IN PUBLIC OWNERSHIP

The following comments are provided by Firms currently working with DHA toward lodgement of the first stage subdivision application and provide technical rationale in support of dedication.

TRAFFIX GROUP
Traffic Engineering and Transport Planning

Road 1 (Shown as "Proposed Public Road 1" on Plan)

Road 1 is already constructed and currently traverses in a north-south direction between the existing oval and the UTS function centre and auditorium 'back of house' facilities. It generally has a 6.5 metre wide carriageway and also includes a pedestrian footpath on its eastern side. Road 1 will continue to provide access to the main UTS building; in addition to the proposed developments associated with Lot 3 and will provide access to walking trails and fire trail access. The 6.5 metre carriageway exceeds the minimum requirement of Austroads Part 3 which would require a width of 6.0 metres for its present and intended function. We note in this regard that the roadway is constructed through a cutting, with no opportunity (or requirement) to widen the roadway under any future development scenarios. However, some road widening is proposed at its southern end which will result in an improved operation in circumstances where volumes remain very moderate. The dedication of the Road 1 to Council is also therefore considered supportable.

"*Road 2* (Shown as "Proposed Public Road 2" on Plan)

Road 2 is located to the north of the existing UTS Oval and provides access to the parking facilities servicing UTS. The roadway will ultimately provide access to the future oval and community facilities in addition to the future developments to be located on Lot 2 and Lot 6.

Defence Housing
AUSTRALIA

Parking for the oval and community facilities will also be provided within the carriageway of Road 2.

The design of Road 2 has an overall carriageway width of 7.0 metres for two-way traffic. The future AADT on Road 2 is estimated at less than 700 vpd and is intended to create a low speed environment. Under Austroads "Guide to Road Design Part 3" the carriageway with these volumes in such an environment requires a width of 7.0 metres and accordingly, the roadway will be compliant and is expected to operate safely and efficiently under all future development scenarios. It is therefore considered to be supportable with respect to its proposed dedication as a public roadway

In conclusion, the geometric design of Road 1 and Road 2 exceed the minimum carriageway widths required under Austroads having regard to their intended function and traffic volumes. As such they are considered to be acceptable candidates for dedication to Council."

Northrop Pty Limited
Consulting Engineers

Northrop has advised that it is in general support of the strategy to dedication of Roads 1 & 2 as Public Roads for the following reasons:

General (Daily) Access

The proposed development Lots will incorporate Community Title Lots, public areas and sites outside the control of DHA. These include:

- *New development Lots that will house the wider community, as well as Defence personnel*
- *Bush-fire trails for general public recreation and Authority maintenance of assets protection zones*
- *The proposed Public O*
- *The existing bus turning provision (at the Eton Road entry)*
- *Portions of the UTS Kuring-gai Campus site to remain operational*
- *The existing electricity sub-station at the southern road limit.*

The dedication of Roads 1 and 2 as Public Roads would support their on-going accessibility to the general public.

Utility Services

(Proposed) Road 2 and the northern portion of (existing) Road No. 1 should maintain corridors for single line public utilities. Numerous private main utilities may be required to separately service each of the super lots, if the roads were to remain under private (Community) title. This would result in significant duplication and clutter.

Pedestrian / Recreational Access

The roads will provide clear links for the general public to access the national park recreational trails and through-site links."

Northrop has also provided engineering documentation to support related discussions with Council. These are intended to describe the geometry and composition of the subject roads (Nos 1 and 2), for Council to consider their suitability for Public Dedication.

Defence Housing
AUSTRALIA

Similarly, Northrop has received details from UTS records of the original pavement construction. In this regard it appears the nature of construction was consistent with current practices, and indicates the pavement was founded on good quality sub-grade conditions. It is anticipated the results of the current geo-technical investigations on the existing pavement will further support these findings.

Dilapidation Report

Subject to the scope and limitations of the subject report Northrop has advised:

"The observed dilapidation predominately consists of minor cracking and chips to the concrete kerb and gutter, minor cracking to small sections of the road pavement and sediment build up to 2 stormwater pits."

This report has been provided to Council and the preceding extracts should be reviewed in the context of the overall report.

URS CORPORATION AUSTRALIA
ENGINEERS
Extract – Report Assessment of Pavement Structural Capacity 17th August 2011

- Main Entry Car-park 2 – residual design life for the pavement is 50-years
- Main Road to Sports Field - residual design life for the pavement is 39-years
- Main Road to Dead-End/Including Dead End Turnaround - residual design life for the pavement is 50-years
- Main Road Car-park 1 - residual design life for the pavement is 50-years

This report has been provided to Council and the preceding extracts should be reviewed in the context of the overall report.

5.0 PROPOSED PROCESS FOR DEDICATION

- It is intended that Roads 1 and 2 be constructed prior to the registration of the first plan of subdivision for the development, in conjunction with the construction of the sporting field as envisaged by the consent. Dedication of the roads to be completed concurrently with the registration.

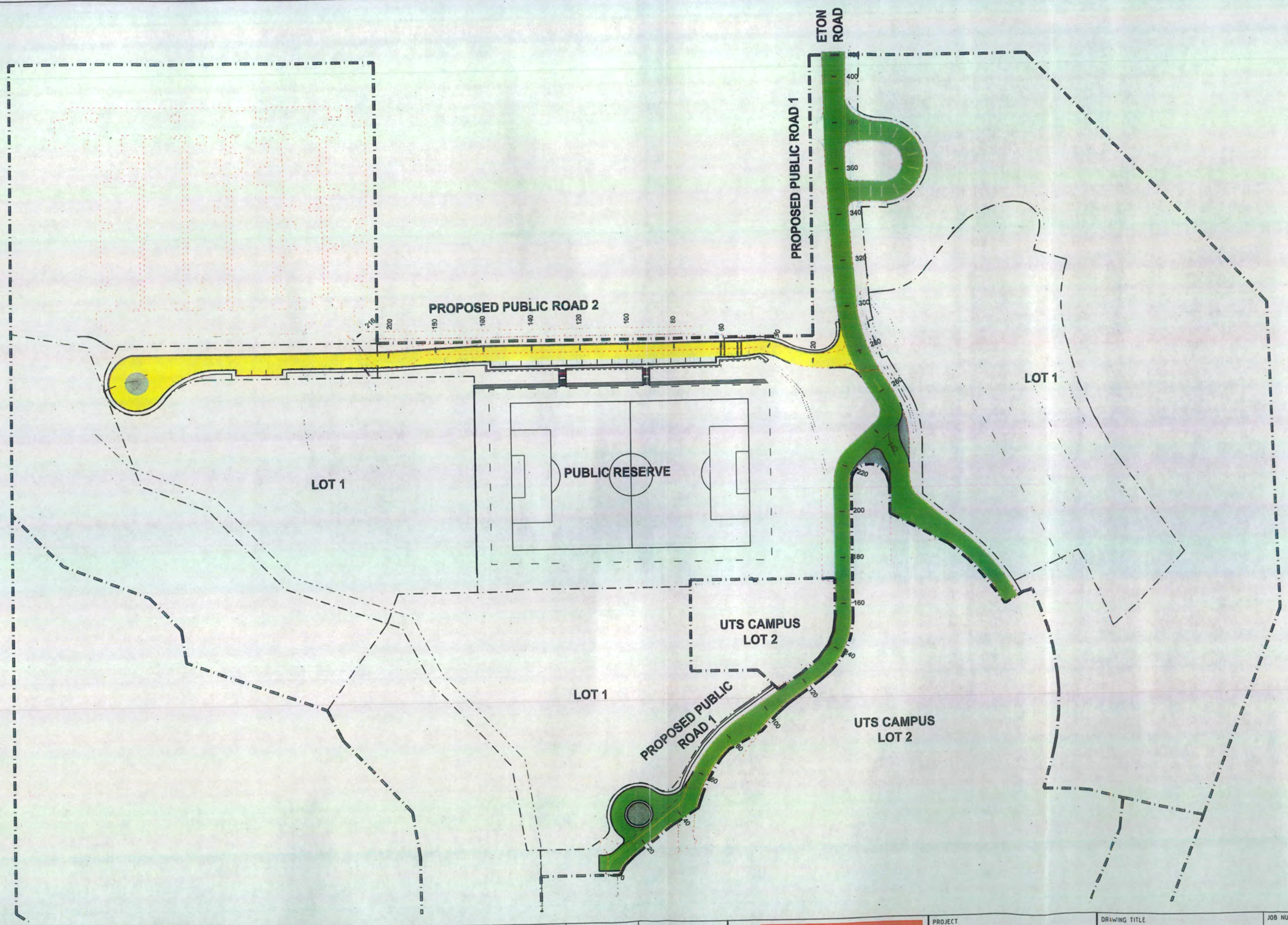
6.0 DHA FINANCIAL CONTRIBUTION

- DHA to lodge with KMC a bond equal to 150% of the estimated value of the cost to mill and resurface Road 1 DHA to carry out the works within 12 months of the completion of final building within the project otherwise Council can call up the bond and carry out works.
- DHA shall initially construct Road 2 to an all weather sealed surface. DHA to lodge with KMC a bond equal to 150% of the estimated value of the place a final wearing course of asphalt on Road 2. DHA to carry out the laying of the final layer of asphalt within 12 months of the completion of final building works within Precincts 1 and 2 otherwise Council can call up the bond and carry out works to lay the final layer of asphalt.
- In lieu of future maintenance of Road 1, DHA to pay to Council an amount equal to 110% of the estimated cost to place an asphalt overlay on Road 1 based on the tendered rates associated with the construction of Road 2. Such payment to be made PRIOR to the dedication of any of the Roads

Annexure A6

Plan showing Road 1 in green tint and Road 2 in yellow tint

61.



VERIFIER

JOB MANAGER

DESIGNED

DRAWN

ISSUE	AMENDMENT	VERIFIED	APPROVED	DATE
0	ISSUED FOR REVIEW / COMMENT	-	M.W.	05.10.11
1	REVISED TO REFLECT FINAL ROAD LAYOUT	-	M.W.	09.07.12

ARCHITECT

DRAWING NOT TO BE ISSED FOR CONSTRUCTION UNLESS VERIFICATION SIGNATURE HAS BEEN ADDED

CLIENT

ALL DIMENSIONS TO BE VERIFIED ON SITE BEFORE MAKING ANY SHOP DRAWINGS OR COMMENCING ANY WORK

NORTHROP
Bringing people, ideas & engineering together
Baulkham Hills
Suite 203, 10 Century Circuit, Baulkham Hill, NSW 2153
Ph (02) 9634 6033
Fax (02) 9634 6099
Email wsdem@northrop.com.au
ABN 81 094 433 100

PROJECT
EDGELEA LINDFIELD MASTERPLANNING

DRAWING TITLE
PROPOSED DEDICATION TO KU-RING-GAI COUNCIL OF EXISTING AND PROPOSED ROADS WITHIN LOT 1 DP 1151638

JOB NUMBER 11277

DRAWING NUMBER SK11

REVISION 1

DRAWING SHEET SIZE = A1

Annexure A7

Community Facility Inclusions and Finishes – Edgelea Development

COMMUNITY FACILITY INCLUSIONS & FINISHES – EDGELEA DEVELOPMENT

FACILITY	DHA	COUNCIL
Building		
• 2 storey low maintenance and sympathetic to other buildings	X	
• Upper storey fit-out included and capable of multiple uses via movable partitioned walls	X	
• Lower storey fit-out to support sportfield users requirements and M &F Accessible toilets		X
• Insulated	X	
• passive solar lighting	X	
• connected to services	X	
Partitions for multi-functional space		
• Partitions into 3 areas	X	
• Partition foldable into wall if possible	X	
• Acoustic attenuation	X	
Roofing		
• Colourbond roofing	X	
• Solar Panels installed to assist for buildings energy consumption (possible sourcing from Environmental funding)	**To be consider as part of achieving a 6 Star energy rating**	
• skylights (reducing our energy consumption during the day)	X	
• insulation R3.4 or greater	X	
• gutters / downpipes - all water hydraulics leading into water tanks to supply toilets	X	
Connection to Services		
• sewerage	X	
• water	X	
• 3 phase power	X	
• gas if available	X	
Kitchen		
• Commercial standard	X	
• stainless steel benches & splashback	X	
• dishwasher	X	
• 900mm oven & rangehood	X	
• fridge		X
• double sink	X	
• Additional hand washing basin (separate – as per health regulations)	X	
• ZIP water urn with timer		X
• commercial vinyl floor (common areas	X	
• Lockable cupboards	X	
Storage		

FACILITY	DHA	COUNCIL
• common area lockable storage or smaller storage complimenting room layout for hirers	X	
• equipment and furniture storage	X	
• cleaners storage area	X	
Toilets – 2 levels		
• Male accessible	X	X
• Female accessible	X	X
• Tiled floors	X	X
• Multiple sinks	X	X
• Mirror	X	
• Air vents (common areas)	X	
• Half flush toilets	X	X
• Correct ventilation extractors	X	
Essential services		
• Fire alarm	X	
• Water sprinkler system	X As required by BCA	
• Exit signs	X	
• Emergency exit doors	X	
Air-conditioning		
• Cassette style systems based in ceiling (separate for each section or can be used together)	X	
Lighting		
• Energy efficient fluorescent (recessed if possible) situated to accommodate room configurations, foyer, toilets	X	
• External including car park area	X	
• light emitting diode (LED) lighting (reduces operational costs on life of the asset)	X	
Plumbing		
• thermal mixing valve (TMV) - regulates temperature of hot water – regulation	X	
Signage		
• internal and external		X
• directional for visitors	X	
• information/notice board (internal and external)	X	
Flooring		
• community/meeting room area commercial vinyl or carpet tiles	X	
• foyer carpet tiles	X	
• kitchen vinyl flooring	X	
IT Systems – Provision of telecommunication services		
• Services provided in a separate duct from street to a central distribution cabinet in a secure location.	X	
• Cabinet to be a minimum of 24 Units high for the location of IT Networking and hardware		X
• Provision of phone lines with the ability of providing at least 2 pstn lines with ADSL	X	

FACILITY	DHA	COUNCIL
capability		
Network Cabling		
• Minimum Cat 6E cabling and connectors	X	
• Ducting to be run through accessible skirting ducting where possible to allow provision of future services	X	
• Power to be run in separate channel within ducting	X	
• Minimum of 3 X dual cat 6 outlets to each separate space. With 2 X double power outlets. (Aprox 24 outlets include kitchen and other rooms)	X	
• All network cabling to be terminated in distribution cabinet	X	
Audio Visual		
• Ability to have separate audio zones for each meeting space	X	
• Ceiling mounted speakers with associated cabling to central AV cabinet.		X
• Ceiling mounted projector and AV cabling provided to at least one location with cabling to be run within ducting to wall port location.		X
• Both VGA and HDMI cables to be run for projector	X	
• ceiling mounts (2 " steel pipe mounts) to allow hanging of other lighting and AV equipment	X	
• Audio Visual and speaker distribution points could be located in floor traps or skirting distribution points for each separated meeting space.	X	
• Hearing loop	X	
Security		
• doors with maglocks that are armed / disarmed through card readers security system	X	
• linked back to base Operational Security System for monitoring and managing access		X
• CCTV cameras located around the perimeter of the property and located in key internal areas.		
Bin Storage Area		
• secured and screened	X	
Bike Racks	X	
Energy Rating		
The building shall achieve a minimum 6 Star rating in accordance with BASIX or 5 Star rating by NABERS	X It is not intended to be a Green Star rated building	

Annexure A8 Environmental Land

Lot 9 in Whelan Insites" Preliminary Plan dated 30 July 2012

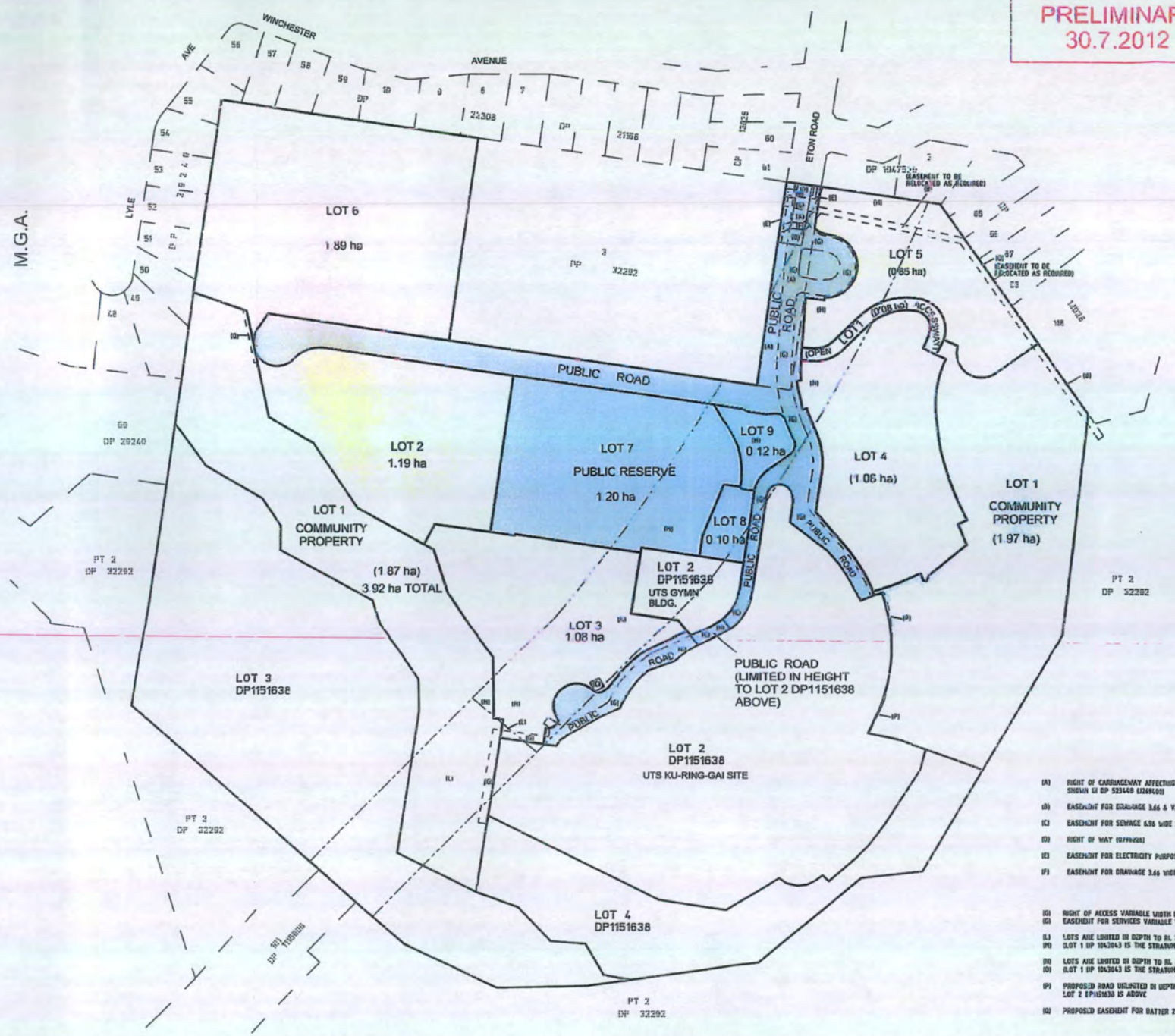
Described as "Edgelea" Proposed community title subdivision of Lot 1 DP 114638

PRELIMINARY
30.7.2012

1 LOT BOUNDARIES AND AREAS ARE SUBJECT TO FINAL SURVEY

2. EXISTING EASEMENTS SHOWN ARE AS NOTED ON TITLE.

ROADS ARE ALLOWED TO BE WITHIN AZP



(A) RIGHT OF CARRIAGEWAY AFFECTING THE PIECE OF LAND 20.115 WIDE SHOWN IN DP 523449 (J269420)

(B) EASEMENT FOR DRAINAGE 3.66 & VAR. WIDTH (J744469)

(C) EASEMENT FOR SEWAGE 6.96 WIDE SHOWN IN DP 221059 (K044524)

(D) RIGHT OF WAY (G796226)

(E) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (G796226)

(F) EASEMENT FOR DRAINAGE 3.66 WIDE (J745555)

(G) RIGHT OF ACCESS VARIABLE WIDTH (DP1151638)
(G) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1151638)

(L) LOTS ARE LIMITED IN DEPTH TO RL 20 AND ARE UNLIMITED IN HEIGHT.
(P) (LOT 1 DP 1043043 IS THE STRATUM BELOW)

(N) LOTS ARE LIMITED IN DEPTH TO RL 30 AND ARE UNLIMITED IN HEIGHT.
(O) (LOT 1 DP 1043043 IS THE STRATUM BELOW)

(P) PROPOSED ROAD UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 654 LOT 2 DP1151638 IS ABOVE

(Q) PROPOSED EASEMENT FOR BATTER 2 WIDE

No.	DATE	REVISION DETAILS
H	30.7.2012	EASEMENT FOR BATTER ADDED
G	26.6.2012	BOUNDARY AJUSTMENT LOT 3
F	1.12.2011	ROAD CHANGE & BDY AMENDMENT LOTS 8 & 9 AREAS ADJUSTED
E	18.10.2011	BDY AJUSTMENT PRECINCT 1,4,5
D	10.8.2011	NEW BOUNDARIES + AREAS
C	2.8.2011	CHANGE PT LOT 1 TO PUBLIC RD
B	29.7.2011	NEW BOUNDARIES + AREAS
A	28.7.2011	NEW BOUNDARIES

WHELANS INSITES
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DHA
Defence Housing Australia

PROPOSED COMMUNITY TITLE SUBDIVISION OF
LOT 1 DP 1151638
100 ETON ROAD,
LINDFIELD

edgelea

A1

1:1200
AIGA
N/A
9/5/11
AMR
AMR
5-5/11
AMR
5-5/11
GDA
G242-018h dwg
1 2

Annexure B

Planning Agreement for provision of Works on the Land Explanatory Note

Introduction

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of the proposed Planning Agreement (the **"Planning Agreement"**) prepared under Section 93F of the *Environmental Planning & Assessment Act* 1979 (the **"the Act"**).

This Explanatory Note has been prepared jointly by the Parties as required by clause 25E of the *Environmental Planning & Assessment Regulation 2000* (**"the Regulation"**).

Parties to the Planning Agreement

The Parties to the Planning Agreement are Ku-ring-gai Council (**"Council"**) and Defence Housing Australia (**"DHA"**).

DHA has made an offer to the Council to enter into the Planning Agreement in accordance with basic terms of the Agreement as set out below:

1. DHA has purchased the Land, more particularly described below, and being all of the land previously known as the UTS Ku-ring-gai Campus excluding the Campus facilities and gymnasium.

2. The Minister granted Concept Plan approval in June 2008 for certain works upon the Land, and that approval has been modified twice, in 2008 and 2010 respectively. The Concept Plan includes:

(i) part demolition of existing campus buildings;

(ii) retention and adaptive reuse of the main campus building for continued education and commercial use, including the existing auditorium and libraries;

(iii) provision of a 9,800 m^2 for an adult size soccer field (sports field) and curtilage and 300 m^2 of built form for community space to be dedicated to Ku-ring-gai Council;

(iv) a street and pedestrian network that extends and integrates with the existing streets and footpaths;

(v) dedication of Road 1 to Council prior to the lodgement of the first application for development of the site;

(vi) dedication of 34,570 m^2 of bushland to the NSW Government;

(vii) new residential development comprising 345 dwellings including 10 single lot dwellings, 25 integrated dwellings or townhouses and 310 multi unit dwellings;

(viii) an asset protection zone.

3. The purpose of the Planning Agreement is to:

- transfer a minimum area of 9,800 m^2 for a Soccer Field (Sports Field) to Council;
- provide Council with 300 m^2 of built form for a community facility;
- dedicate Roads 1 and 2 in accordance with **Annexure A6** to Council;
- transfer the Environmental Land to Council;
- provide a monetary contribution to Council for the future maintenance of Road 1; and
- construct the final layer of asphalt on Road 2.

Description of the Land

The Planning Agreement applies to those parts of the following land (the "**Land**"):

1. Lot 1 in Deposited Plan 1151638
2. Lot 4 in Deposited Plan 1151638
3. Road 1 and Road 2;

And more particularly described as Proposed Lots 1, 3, 4, 5, 6, 7, 8 and 9 on Whelan Whelan Insites" surveys/plans dated 1 December 2011 annexed and marked "**A2**", "**A3**" and Whelan Whelan Insites" plan dated 1.12.11 annexed and marked "**A6**"

Summary of Objectives, Nature and effect of the Planning Agreement

1. The Planning Agreement provides that DHA will provide a minimum area of 9,800 m^2 for a Soccer Field (Sports Field), 300 m^2 of built form for a community facility and dedicate internal roads, to Council in perpetuity. The Planning Agreement complies with the objectives of the Act by:

(a) enabling the proper management, development and conservation of a soccer field Soccer Field (sports field) for the purposes of promoting the social welfare of the community.

(b) providing a new community facility being an area of 300 m^2 of built form within the Development;

(c) encouraging the promotion and co-ordination of the orderly and economic use and development of the Land, through the continuous use of a soccer field (sports field) (sports field), already extensively used by the community, and the provision of 300 m^2 of built form for a community facility;

(d) providing public access to:

(i) the Soccer Field (Sports Field) and proposed community facility, together with public access to the publicly available facilities upon the UTS Campus, and Lane Cove National Park for both the public and emergency vehicular access to its fire trails (Road 1);

(ii) the Soccer Field (Sports Field) together with public access and emergency vehicular access to Lane Cove National Park (Road 2); and

(e) providing land for public purposes being a Soccer Field (Sports Field), and 300m^2 of built form for a community facility and roads;

(e) the providing and coordinating of community services and facilities through a Soccer Field (Sports Field) and community facility;

(f) ensuring public access to the Lane Cove National Park which incorporates the dedication of 34,570 m^2 of additional bushland;

(g) ensuring Road 1 and Road 2 are constructed to a geometric design which exceeds the minimum carriage widths required under Ausroads having regard to their intended function and traffic volumes which includes provision of access to walking trails and fire trails within the Lane Cove National Park for the public, and by emergency vehicles;

(h) the preservation of an endangered species, Darwinia biflora, adjacent to the Soccer Field (Sports Field) and Road 1 – this is an endangered species identified under the *Environment Protection and Biodiversity Conservation Act* 1999 and provision has been made for its conservation.

2. The Planning Agreement also promotes the sharing of the responsibility of environmental planning between the different levels of Government in the State, in this case particularly between the Minister for Planning at a State level and at a Local Government level.

3. This Planning Agreement assists in promoting, co-ordinating, managing and securing the orderly and economic development of land previously known as the UTS Ku-ring-gai Campus.

4. DHA is a corporation constituted by the *Defence Housing Australia Act 1987*. The Planning Agreement assists with the main function of DHA to provide adequate and suitable housing for, and housing related services to:

(a) members of the Defence Force and their families; and

(b) officers and employees of the Department of Defence and their families; and

(c) persons contracted to provide goods or services to the Defence Force of Australia, and their families; and

(d) persons contracted to provide goods or services to the Department of Defence, and their families

in order to meet the operational needs of the Australian Defence Force and the requirements of the Department of Defence.

5. The Council has had the use, for community purposes, of the Soccer Field (Sports Field) . One of the objects of the Planning Agreement is to continue to provide access to the Soccer Field (Sports Field) for the community within Council's Local Government Area. The Planning Agreement achieves that purpose.

6. The further planning purpose proposed by the Planning Agreement is to provide 300 m^2 of built form to the Council, for Council to use as a community facility of whatever type it determines best meets the future needs of the community in this area.

7. The proposed dedication of Road 1 and Road 2 meets the planning purpose of providing appropriately constructed roads to the Soccer Field (Sports Field), community facility, the UTS Campus (which includes the Greenhalgh Auditorium, the University gymnasium and the North Shore Conference Centre) access to Lane Cove National Park for the public, government employees and emergency vehicles, and all of these activities are for the public in Council's Local Government Area.

8. The facilities being provided to Council by DHA are substantial facilities which will benefit the whole of Council's Local Government Area.

9. Certain requirements need to be met prior to the Planning Agreement becoming operative, ie Council granting development consent to Stage 0.

10. Delivery of the Soccer Field (Sports Field) and dedication of Road 1 and Road 2 will occur upon the Subdivision Certificate being issued by Council for Stage 0.

11. The delivery of the community facility will occur within 4 years of registration of Stage 0.

12. Road works on Road 1 and Road 2 will be completed within 12 months of the completion of the final building within that part of the development under the Concept Plan Approval on the land owned by DHA.

13. The land containing Darwinia biflora, an endangered species identified in the *Environment Protection and Biodiversity Conservation Act* 1999 is being transferred to Council after compliance by DHA with the existing Approval dated 21.2.11 under the provisions of the *Environment and Biodiversity Conservation Act 1999* to ensure the survival of this species on the site.

Assessment of Merits of Planning Agreement

The planning purpose of the Planning Agreement

In accordance with Section 93F(2) of the Act, the Planning Agreement has the following public purposes:

(a) the provision of public amenities in the form of a SoccerField (Sports Field) , a community facility and dedication of Road 1 and Road 2;

(b) the provision of infrastructure in relation to the dedication of the Road 1 and Road 2.

The Council and DHA have assessed the Planning Agreement and both hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because, without this Planning Agreement, there would be no provision made for a community facility, land for an adult sized soccer field (sports field) and curtilage, dedication, upgrading and maintenance of Road 1, and the dedication, and construction of Road 2, in perpetuity.

How the Planning Agreement promotes the public interest

The Planning Agreement promotes the public interest by providing facilities, and Road 1 and Road 2 to be utilised by the community and Council, in perpetuity.

The Planning Agreement promotes the objects of the Act set out above by requiring DHA to provide community facilities and infrastructure, being Road 1 and Road 2, to be used by the community in perpetuity.

This explanatory note is not to be used to assist in construing the Agreement.

Jennifer G. Anderson
JENNIFER ANDERSON
MAYOR

JOHN McLEE
GENERAL MANAGER

SPARKE HELMORE
LAWYERS

Newcastle

Level 7
Sparke Helmore Building
28 Honeysuckle Drive
Newcastle NSW 2300

PO Box 812
Newcastle NSW 2300

p » +61 2 4924 7200
f » +61 2 4924 7299
DX 7829 Newcastle

www.sparke.com.au

Our ref: NLS: KUR955-26
Your ref: Deborah Silva

11 October 2012

The General Manager
Ku-ring-gai Council
DX 8703 GORDON

Attn: Deborah Silva

Dear Deborah

VPA between Council and Defence Housing Australia
Edgelea development, Eton Road, Lindfield

We refer to the above matter and enclose a copy of the executed Voluntary Planning Agreement together with a copy of CT 1/1151638 and 4/1151638.

Hunt and Hunt Lawyers have advised that they will be attending to registration of the document.

Yours faithfully

Naomi Simmons
Senior Associate
Accredited Specialist
Local Govt & Planning Law
+61 2 4924 7697
naomi.simmons@sparke.com.au

Chris Drury
Partner
Accredited Specialist
Local Govt & Planning Law

THE LAW SOCIETY OF NSW SPECIALIST ACCREDITATION

Encl.

RECEIVED
12 OCT 2012
KU-RING-GAI COUNCIL

BOX 421X
(AH168720)

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900

TORRENS TITLE REFERENCE	
1/1151638	
EDITION	DATE OF ISSUE
3	13/8/2012
CERTIFICATE AUTHENTICATION CODE	
QK3C-JZ-L7NR	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL

LAND

LOT 1 IN DEPOSITED PLAN 1151638
AT LINDFIELD.
LOCAL GOVERNMENT AREA: KU-RING-GAI.
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP1151638

FIRST SCHEDULE

DEFENCE HOUSING AUSTRALIA (T AG134729)

SECOND SCHEDULE
---

1. THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
2. AG106817 RIGHTS AFFECTING CONFERRED BY INDENTURE OF 29TH MARCH 1930 IN FAVOUR OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
3. J269400 RIGHT OF CARRIAGEWAY 20.115 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4. J744469 EASEMENT FOR DRAINAGE 3.66 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. J745595 EASEMENT FOR DRAINAGE 3.66 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6. K864524 EASEMENT FOR SEWAGE 6.96 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7. Q796226 RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8. DP1151638 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9. DP1151638 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10. DP1151638 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
11. DP1151638 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
12. DP1151638 EASEMENT FOR BATTER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13. DP1151638 RESTRICTION(S) ON THE USE OF LAND
14. AG68459 POSITIVE COVENANT
15. AG94899 EASEMENT FOR ACCESS VARIABLE WIDTH AFFECTING THE PART DESIGNATED (S) IN PLAN WITH AG94899

END OF PAGE 1 CONTINUED OVER

BOX 421X
(AH168720)

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900

TORRENS TITLE REFERENCE	
1/1151638	
EDITION	DATE OF ISSUE
3	13/8/2012
CERTIFICATE AUTHENTICATION CODE	
QK3C-JZ-L7NR	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL

SECOND SCHEDULE (CONTINUED)

AG134728 VARIATION OF EASEMENT AG94899 TERMS VARIED

16. AH168719 LEASE TO UNIVERSITY OF TECHNOLOGY, SYDNEY OF THE CARETAKER'S RESIDENCE, THE UNIVERSITY OF TECHNOLOGY, SYDNEY, KURING-GAI. EXPIRES: 31/12/2012.

17. AH168720 LEASE TO UNIVERSITY OF TECHNOLOGY, SYDNEY OF THE UNIVERSITY OF TECHNOLOGY, SYDNEY, KURING-GAI CAMPUS, CHILD CARE CENTRE. EXPIRES: 16/3/2013.

**** END OF CERTIFICATE ****

BOX 421X
(AG134729)

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900

TORRENS TITLE REFERENCE	
4/1151638	
EDITION	DATE OF ISSUE
2	19/4/2011
CERTIFICATE AUTHENTICATION CODE	
KTQ3-MK-JR44	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL

LAND

LOT 4 IN DEPOSITED PLAN 1151638
AT LINDFIELD.
LOCAL GOVERNMENT AREA: KU-RING-GAI.
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP1151638

FIRST SCHEDULE

DEFENCE HOUSING AUSTRALIA (T AG134729)

SECOND SCHEDULE
---

1. AG106817 RIGHTS AFFECTING CONFERRED BY INDENTURE OF 29TH MARCH 1930 IN FAVOUR OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
2. DP1151638 RIGHT OF ACCESS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
3. DP1151638 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
4. DP1151638 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
5. DP1151638 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP1151638 RESTRICTION(S) ON THE USE OF LAND

**** END OF CERTIFICATE ****

3995470