

Development Consent

Section 4.38 of the *Environmental Planning and Assessment Act 1979*

As delegate of the Minister for Planning and Public Spaces under delegation executed on 9 March 2020, I approve the Development Application referred to in Schedule 1, subject to the conditions specified in Schedule 2.

These conditions are required to:

- prevent, minimise, or offset adverse environmental impacts;
- set standards and performance measures for acceptable environmental performance;
- require regular monitoring and reporting; and
- provide for the ongoing environmental management of the development



Mike Young
Executive Director
Energy, Industry and Compliance

Sydney

21 December 2020

File: EF19/12408

SCHEDULE 1

Application Number:	SSD-9522
Applicant:	Frasers Property Australia Pty Ltd and Altis Bulky Retail Pty Ltd
Consent Authority:	Minister for Planning and Public Spaces
Site:	657-769 Mamre Road, Kemps Creek Lot 34 DP 1118173, Lot X DP 421633, Lot 1 DP 1018318, Lot Y DP 421633 and Lot 22 DP 258414
Development:	Kemps Creek Warehouse, Logistics and Industrial Facilities Hub comprising: <ul style="list-style-type: none">- demolition of existing structures, site-wide earthworks, landscaping, stormwater and other infrastructure and an internal road network;- construction and operation of eight warehouses comprising 162,355 m² of floor space;- intersection upgrade works in Mamre Road;- 744 parking spaces; and- 21-lot Torrens title subdivision over two stages, being Stage 1 residual lot subdivision (5 lots) and Stage 2 residual and development lot subdivision (17 lots).

TABLE OF CONTENTS

DEFINITIONS	III
PART A ADMINISTRATIVE CONDITIONS	1
Obligation to Minimise Harm to the Environment	1
Terms of Consent	1
Limits of Consent	1
Notification of Commencement	2
Evidence of Consultation	2
Staging, Combining and Updating Strategies, Plans or Programs	2
Protection of Public Infrastructure	3
Demolition	3
Structural Adequacy	3
Compliance	3
Contributions to Council	3
Planning Agreement	3
Operation of Plant and Equipment	3
Subdivision and Easements	3
External Walls and Cladding	4
Utilities and Services	4
Works as Executed Plans	4
Environmental Representative	4
Applicability of Guidelines	5
Advisory Notes	5
PART B SPECIFIC ENVIRONMENTAL CONDITIONS	6
Traffic and Access	6
Soils, Water Quality and Hydrology	8
Air Quality	10
Noise	10
Aboriginal Heritage	12
Historic Heritage	13
Biodiversity	13
Bushfire Protection	14
Fire and Incident Management	14
Hazards and Risk	14
Waste Management	14
Contamination	15
Visual Amenity	15
PART C ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING	17
Environmental Management	17
Construction Environmental Management Plan	17
Operational Environmental Management Plan	17
Revision of Strategies, Plans and Programs	18
Reporting and Auditing	18
Access to Information	19
APPENDIX 1 DEVELOPMENT LAYOUT PLANS	20
APPENDIX 2 APPLICANT'S MANAGEMENT AND MITIGATION MEASURES	23
APPENDIX 3 NOISE RECEPTOR LOCATIONS	32
APPENDIX 4 INCIDENT NOTIFICATION AND REPORTING REQUIREMENTS	33
APPENDIX 5 LETTER OF OFFER	34

DEFINITIONS

Applicant	Fraser's Property Australia Pty Ltd and Altis Bulky Retail Pty Ltd, or any person carrying out any development to which this consent applies
BCA	Building Code of Australia
BC Act	<i>Biodiversity Conservation Act 2016</i>
Calendar year	A period of 12 months commencing on 1 January
Carrier	Operator of a telecommunication network and/or associated infrastructure, as defined in section 7 of the <i>Telecommunications Act 1997</i> (Cth)
Certifier	A council or an accredited certifier (including principal certifiers) who is authorised under section 6.5 of the EP&A Act to issue Part 6 certificates
CEMP	Construction Environmental Management Plan
Conditions of this consent	Conditions contained in Schedule 2 of this document
Construction	The demolition and removal of buildings or works, the carrying out of works for the purpose of the development, including bulk earthworks, and erection of buildings and other infrastructure permitted by this consent
Council	Penrith City Council
Day	The period from 7 am to 6 pm on Monday to Saturday, and 8 am to 6 pm on Sundays and Public Holidays
Demolition	The deconstruction and removal of buildings, sheds and other structures on the site
Department	NSW Department of Planning, Industry and Environment (DPIE)
Development	The development described in Schedule 1, the EIS and Response to Submissions, including the works and activities comprising construction and operation, as modified by the conditions of this consent.
Development layout	The plans at Appendix 1 of this consent
DPIE	NSW Department of Planning, Industry and Environment
Earthworks	Bulk earthworks, site levelling, import and compaction of fill material, excavation for installation of drainage and services, to prepare the site for construction
EES	Environment, Energy and Science Group (former Office of Environment and Heritage)
EIS	The Environmental Impact Statement titled <i>Environmental Impact Statement, Proposed Warehouse, Logistics and Industrial Facilities Hub</i> , prepared by Willowtree Planning (NSW) Pty Ltd, dated May 2019, submitted with the application for consent for the development.
ENM	Excavated Natural Material
Environment	As defined in section 1.4 of the EP&A Act
Environmental Representative Protocol	The document of the same title published by the Department
EPA	NSW Environment Protection Authority
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i>
EP&A Regulation	<i>Environmental Planning and Assessment Regulation 2000</i>
Evening	The period from 6 pm to 10 pm
Fibre ready facility	As defined in section 372W of the <i>Telecommunications Act 1997</i> (Cth)
Heritage	Encompasses both Aboriginal and historic heritage including sites that predate European settlement, and a shared history since European settlement
Heritage item	An item as defined under the <i>Heritage Act 1977</i> , and assessed as being of local, State and/ or National heritage significance, and/or an Aboriginal Object or Aboriginal Place as defined under the <i>National Parks and Wildlife Act 1974</i> , the World Heritage List, or the National Heritage List

	or Commonwealth Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth), or anything identified as a heritage item under the conditions of this consent
Incident	An occurrence or set of circumstances that causes or threatens to cause material harm and which may or may not be or cause a non-compliance Note: "material harm" is defined in this consent
Land	Has the same meaning as the definition of the term in section 1.4 of the EP&A Act
Material harm	Is harm that: a) involves actual or potential harm to the health or safety of human beings or to the environment that is not trivial, or b) results in actual or potential loss or property damage of an amount, or amounts in aggregate, exceeding \$10,000, (such loss includes the reasonable costs and expenses that would be incurred in taking all reasonable and practicable measures to prevent, mitigate or make good harm to the environment)
Minister	NSW Minister for Planning and Public Spaces (or delegate)
Mitigation	Activities associated with reducing the impacts of the development prior to or during those impacts occurring
Monitoring	Any monitoring required under this consent must be undertaken in accordance with section 9.40 of the EP&A Act
Night	The period from 10 pm to 7 am on Monday to Saturday, and 10 pm to 8 am on Sundays and Public Holidays
Non-compliance	An occurrence, set of circumstances or development that is a breach of this consent
North South Distributor Road	The Proposed Distributor Road shown in the drawing titled <i>State Significant Development Application Plan</i> (SSD-MRM-DA-009, Issue M), prepared by Frasers Property Australia Pty Ltd, dated 21 September 2020
NRAR	Natural Resources Access Regulator, DPIE
OEMP	Operational Environmental Management Plan
Operation	The use of warehouse buildings and ancillary offices as described in the EIS, RtS, RtS Addendum and Supplementary Information
PA	Planning Agreement in the terms of the offer made to the Minister by the Applicant in connection with SSD-9522 by letter dated 15 December 2020, being an offer to enter into a planning agreement in the terms of the agreement attached to the letter in Appendix 5.
Principal Certifier	The certifier appointed as the principal certifier for the building work under section 6.6(1) of the EP&A Act or for the subdivision work under section 6.12(1) of the EP&A Act.
Planning Secretary	Planning Secretary under the EP&A Act, or nominee
POEO Act	<i>Protection of the Environment Operations Act 1997</i>
Reasonable	Means applying judgement in arriving at a decision, taking into account: mitigation benefits, costs of mitigation versus benefits provided, community views, and the nature and extent of potential improvements
Registered Aboriginal Parties	Means the Aboriginal persons identified in accordance with the document entitled " <i>Aboriginal cultural heritage consultation requirements for proponents 2010</i> " (DECCW)
RtS	The Applicant's response to issues raised in submissions received in relation to the application for consent for the development under the EP&A Act and includes the document titled <i>Response to Submissions Report, Proposed Warehouse, Logistics and Industrial Facilities Hub</i> (SSD 9522), prepared by Willottree Planning (NSW) Pty Ltd and dated August 2020
RtS Addendum	Addendum to the Response to Submissions titled <i>RE: State Significant Development Application (SSD 9522) for Proposed Warehouse, Logistics and Industrial Facilities Hub</i> , prepared by Willottree Planning (NSW) Pty Ltd and dated 4 September 2020
Sensitive receivers	A location where people are likely to work, occupy or reside, including a dwelling, school, hospital, office or public recreational area
Sequence 1A intersection works	Sequence 1A upgrade to the Mamre Road and Bakers Lane intersection, as described in the Traffic Impact Assessment included with the RtS, prepared by Ason Group and dated 30 July 2020

Sequence 1B intersection works	Sequence 1B upgrade to the Mamre Road and Bakers Lane intersection, as described in the Traffic Impact Assessment included with the RtS, prepared by Ason Group and dated 30 July 2020
Site	The land shown in Appendix 1
Stage 1 Subdivision	The stage 1 subdivision plan shown in Appendix 1
Stage 2 Subdivision	The stage 2 subdivision plan shown in Appendix 1
Southern Link Road	As described in the <i>Broader WSEA SLRN Options Refinement Report</i> prepared by AECOM, dated 6 May 2014 and shown in the drawing titled <i>State Significant Development Application Plan</i> (SSD-MRM-DA-009, Issue M), prepared by Frasers Property Australia Pty Ltd, dated 21 September 2020
Supplementary Information	Additional information provided on 2 October 2020 and 16 October 2020 by Willowtree Planning (NSW) Pty Ltd in letters titled <i>RE: State Significant Development Application (SSD 9522) for Proposed Warehouse, Logistics and Industrial Facilities Hub</i>
TfNSW	Transport for NSW
Upgrading	The carrying out of works (including replacing plant, equipment, or machinery or updating relevant technology) to improve the efficiency of the development or to enable or enhance its continued operation.
VENM	Virgin Excavated Natural Material
Waste	Has the same meaning as the definition of the term in the Dictionary to the POEO Act
Western Sydney Freight Line	As shown in TfNSW Western Sydney Freight Line Corridor Identification – Consultation, March 2018
Year	A period of 12 consecutive months

SCHEDULE 2

PART A ADMINISTRATIVE CONDITIONS

OBLIGATION TO MINIMISE HARM TO THE ENVIRONMENT

- A1. In addition to meeting the specific performance measures and criteria in this consent, all reasonable and feasible measures must be implemented to prevent, and if prevention is not reasonable and feasible, minimise, any material harm to the environment that may result from the construction and operation of the development, and any rehabilitation required under this consent.

TERMS OF CONSENT

- A2. The development may only be carried out:
- (a) in compliance with the conditions of this consent;
 - (b) in accordance with all written directions of the Planning Secretary;
 - (c) in accordance with the EIS, RtS, RtS Addendum and Supplementary Information;
 - (d) in accordance with the Development Layout in Appendix 1; and
 - (e) in accordance with the management and mitigation measures in Appendix 2.
- A3. Consistent with the requirements in this consent, the Planning Secretary may make written directions to the Applicant in relation to:
- (a) the content of any strategy, study, system, plan, program, review, audit, notification, report or correspondence submitted under or otherwise made in relation to this consent, including those that are required to be, and have been, approved by the Planning Secretary; and
 - (b) the implementation of any actions or measures contained in any such document referred to in condition A3(a).
- A4. The conditions of this consent and directions of the Planning Secretary prevail to the extent of any inconsistency, ambiguity or conflict between them and a document listed in condition A2(c) or A2(e). In the event of an inconsistency, ambiguity or conflict between any of the documents listed in condition A2(c) or A2(e), the most recent document prevails to the extent of the inconsistency, ambiguity or conflict.

LIMITS OF CONSENT

- A5. This consent lapses five years after the date from which it operates, unless the development has physically commenced on the land to which the consent applies before that date.
- A6. The following limits apply to the development:
- (a) the maximum GFA for the land uses in the development must not exceed the limits in Table 1;
 - (b) a minimum 60 metre (m) wide corridor along the northern site boundary, as shown on the Development Layout in Appendix 1, must not be developed and must be maintained and preserved for the future Western Sydney Freight Line corridor, in accordance with the requirements of TfNSW;
 - (c) a minimum 50 m wide corridor, as shown on the Development Layout in Appendix 1, must not be developed and must be maintained and preserved for the future Southern Link Road, in accordance with the requirements of TfNSW; and
 - (d) the largest vehicle permitted to access the site is a 26 m B-Double heavy vehicle.

Table 1 Maximum GFA for Development

Land Use	Maximum GFA square metres (m ²)
Total Warehousing	153,865
Total Office	8,490
Total GFA	162,355

- A7. The Applicant must ensure the development is consistent with the development controls in **Table 2**:

Table 2 Development Controls

Development Aspect	Control
Minimum building setbacks from:	
• Southern Link Road	20 m including a 10 m landscaped setback
• Mamre Road	20 m including a 10 m landscaped setback
• North South Distributor Road	7.5 m including a 3.75 m landscaped setback

Development Aspect	Control
• Estate Roads	7.5 m including a 3.75 m landscaped setback
Rear boundary setbacks	5 m
Side boundary setbacks	5 m
Maximum building height	26.37 m from finished ground level

- A8. The Applicant shall ensure the development provides car parking in accordance with the following rates:
- 1 space per 300 m² of warehouse GFA;
 - 1 space per 40 m² of office GFA;
 - 1 space for accessible parking for every 100 car parking spaces; and
 - 1 percent of car parking spaces are to be provided with conduit provision for Electric Vehicle Charging Stations.
- A9. The Applicant must provide bicycle racks, and amenity and change room facilities for cyclists in accordance with *Penrith City Council Development Control Plan C10 Section 10.7, AS 2890.3 Bicycle Facilities and Planning Guidelines for Walking and Cycling* (December 2004, NSW Department of Infrastructure, Planning and Natural Resources and the Roads and Traffic Authority)
- A10. The Applicant must lodge revisions to the Penrith Development Control Plan 2014 to incorporate the site-specific Development Control Plan titled *SSD 9522 Development Control Plan 2020, Mamre Road Precinct (Kemps Creek Industrial Estate)*, dated 3 August 2020 and prepared by Willowtree Planning Pty Ltd, with Council within 6 months of commencing development under this consent.

NOTIFICATION OF COMMENCEMENT

- A11. The date of commencement of each of the following phases of the development must be notified to the Planning Secretary in writing, at least one month before that date, or as otherwise agreed with the Planning Secretary:
- construction; and
 - operation.
- A12. If the construction or operation of the development is to be staged, the Planning Secretary must be notified in writing, at least one month before the commencement of each stage (or other timeframe agreed with the Planning Secretary), of the date of commencement and the development to be carried out in that stage.

EVIDENCE OF CONSULTATION

- A13. Where conditions of this consent require consultation with an identified party, the Applicant must:
- consult with the relevant party prior to submitting the subject document to the Planning Secretary for approval; and
 - provide details of the consultation undertaken including:
 - the outcome of that consultation, matters resolved and unresolved; and
 - details of any disagreement remaining between the party consulted and the Applicant and how the Applicant has addressed the matters not resolved.

STAGING, COMBINING AND UPDATING STRATEGIES, PLANS OR PROGRAMS

- A14. With the approval of the Planning Secretary, the Applicant may:
- prepare and submit any strategy, plan or program required by this consent on a staged basis (if a clear description is provided as to the specific stage and scope of the development to which the strategy, plan or program applies, the relationship of the stage to any future stages and the trigger for updating the strategy, plan or program);
 - combine any strategy, plan or program required by this consent (if a clear relationship is demonstrated between the strategies, plans or programs that are proposed to be combined); and
 - update any strategy, plan or program required by this consent (to ensure the strategies, plans and programs required under this consent are updated on a regular basis and incorporate additional measures or amendments to improve the environmental performance of the development).
- A15. If the Planning Secretary agrees, a strategy, plan or program may be staged or updated without consultation being undertaken with all parties required to be consulted in the relevant condition in this consent.
- A16. If approved by the Planning Secretary, updated strategies, plans or programs supersede the previous versions of them and must be implemented in accordance with the condition that requires the strategy, plan or program.

PROTECTION OF PUBLIC INFRASTRUCTURE

- A17. Before the commencement of construction, the Applicant must:
- (a) consult with the relevant owner and provider of services that are likely to be affected by the development to make suitable arrangements for access to, diversion, protection and support of the affected infrastructure;
 - (b) prepare a dilapidation report identifying the condition of all public infrastructure in the vicinity of the site (including roads, gutters and footpaths); and
 - (c) submit a copy of the dilapidation report to the Planning Secretary and Council.
- A18. Unless the Applicant and the applicable authority agree otherwise, the Applicant must:
- (a) repair, or pay the full costs associated with repairing, any public infrastructure that is damaged by carrying out the development; and
 - (b) relocate, or pay the full costs associated with relocating, any public infrastructure that needs to be relocated as a result of the development.

DEMOLITION

- A19. All demolition must be carried out in accordance with *Australian Standard AS 2601-2001 The Demolition of Structures* (Standards Australia, 2001).

STRUCTURAL ADEQUACY

- A20. All new buildings and structures, and any alterations or additions to existing buildings and structures, that are part of the development, must be constructed in accordance with the relevant requirements of the BCA.

Note:

- Under Part 6 of the EP&A Act, the Applicant is required to obtain construction and occupation certificates for the proposed building works.
- Part 8 of the EP&A Regulation sets out the requirements for the certification of the development.

COMPLIANCE

- A21. The Applicant must ensure that all of its employees, contractors (and their sub-contractors) are made aware of, and are instructed to comply with, the conditions of this consent relevant to activities they carry out in respect of the development.

CONTRIBUTIONS TO COUNCIL

- A22. Before the issue of a construction certificate for any part of the development, a payment of a levy of 1% of the proposed cost of carrying out the development must be paid to Council under section 7.12 of the EP&A Act. If there is any dispute about the implementation of this condition, either party may refer the matter to the Planning Secretary for resolution.

PLANNING AGREEMENT

- A23. Prior to the issue of the first Occupation Certificate or within 12 months of the date of commencing development under this consent, whichever occurs first, the Applicant must enter into a planning agreement with the Minister in the terms of the offer made to the Minister by the Applicant in connection with SSD-9522 by letter dated 15 December 2020, being an offer to enter into a planning agreement in the terms of the agreement attached to the letter in Appendix 5.

OPERATION OF PLANT AND EQUIPMENT

- A24. All plant and equipment used on site, or to monitor the performance of the development, must be:
- (a) maintained in a proper and efficient condition; and
 - (b) operated in a proper and efficient manner.

SUBDIVISION AND EASEMENTS

- A25. The Applicant must update the subdivision plan titled *Subdivision Plan – Stage 2 (Drawing No. SP-MRM-DA-013, Issue H)*, prepared by Frasers Property Australia Pty Ltd, dated 20 October 2020 to amalgamate lots 15, 16 and 17 to one lot.
- A26. Prior to the issue of the subdivision certificate required under condition A25, the Applicant must demonstrate the lot boundaries align with the current zoning under the State Environmental Planning Policy (Western Sydney Employment Area) 2009 to the satisfaction of the Planning Secretary.
- A27. The Applicant must register all new easements under Section 88A and/or restrictions or public positive covenants under Section 88E of the *Conveyancing Act 1919* including those identified on the subdivision plan titled *Subdivision Plan – Stage 1 (Drawing No. SP-MRM-DA-012, Issue F)*, prepared by Frasers Property Australia Pty Ltd, dated 21 September 2020.

EXTERNAL WALLS AND CLADDING

- A28. The external walls of all buildings including additions to existing buildings must comply with the relevant requirements of the BCA.
- A29. Prior to the issue of:
- (a) any Construction Certificate relating to the construction of external walls (including the installation of finishes and claddings such as synthetic or aluminium composite panels); and
 - (b) an Occupation Certificate,
- the Applicant must provide the Certifier with documented evidence that the products and systems proposed for use or used in the construction of external walls (including finishes and claddings such as synthetic or aluminium composite panels) comply with the requirements of the BCA.
- A30. The Applicant must provide a copy of the documentation given to the Certifier to the Planning Secretary within seven days after the Certifier accepts it.

UTILITIES AND SERVICES

- A31. Before the construction of any utility works associated with the development, the Applicant must obtain relevant approvals from service providers.
- A32. Before the commencement of operation of the development, the Applicant must obtain a Compliance Certificate for water and sewerage infrastructure servicing of the site under section 73 of the *Sydney Water Act 1994*.
- A33. Before the issue of a Stage 2 Subdivision or Construction Certificate for any stage of the development, the Applicant (whether or not a constitutional corporation) is to provide evidence, satisfactory to the Certifier, that arrangements have been made for:
- (a) the installation of fibre-ready facilities to all individual lots and/or premises in a real estate development project to enable fibre to be readily connected to any premises that is being or may be constructed on those lots; and
 - (b) the provision of fixed-line telecommunications infrastructure in the fibre-ready facilities to all individual lots and/or premises in a real estate development project demonstrated through an agreement with a carrier.
- A34. Before the issue of the final Occupation Certificate for each lot the Applicant must demonstrate that the carrier has confirmed in writing they are satisfied that the fibre ready facilities are fit for purpose.

WORKS AS EXECUTED PLANS

- A35. Before the issue of the final Occupation Certificate, works-as-executed drawings signed by a registered surveyor demonstrating that the stormwater drainage, on-site detention system and finished ground levels have been constructed as approved, must be submitted to the Principal Certifier.

ENVIRONMENTAL REPRESENTATIVE

- A36. Works must not commence until an Environmental Representative (ER) has been approved by the Planning Secretary and engaged by the Applicant.
- A37. The Planning Secretary's approval of an ER must be sought no later than one month before the commencement of works, or within another timeframe agreed with the Planning Secretary.
- A38. The proposed ER must be a suitably qualified and experienced person who was not involved in the preparation of the EIS or Response to Submissions and is independent from the design and construction personnel for the development.
- A39. The Applicant may engage more than one ER for the development, in which case the functions to be exercised by an ER under the terms of this approval may be carried out by any ER that is approved by the Planning Secretary for the purposes of the development.
- A40. For the duration of construction or as agreed with the Planning Secretary, the approved ER must:
- (a) receive and respond to communication from the Planning Secretary in relation to the environmental performance of the development;
 - (b) consider and inform the Planning Secretary on matters specified in the terms of this consent;
 - (c) consider and recommend to the Applicant any improvements that may be made to work practices to avoid or minimise adverse impact to the environment and to the community;
 - (d) review the CEMP in condition C2 and any other documents that are identified by the Planning Secretary, to ensure they are consistent with requirements in or under this consent and if so:
 - (i) make a written statement to this effect before submission of such documents to the Planning Secretary (if those documents are required to be approved by the Planning Secretary); or

- (ii) make a written statement to this effect before the implementation of such documents (if those documents are required to be submitted to the Planning Secretary/Department for information or are not required to be submitted to the Planning Secretary/Department);
 - (e) regularly monitor the implementation of the CEMP to ensure implementation is being carried out in accordance with the document and the terms of this consent;
 - (f) as may be requested by the Planning Secretary, help plan, attend or undertake audits of the construction commissioned by the Department including scoping audits, programming audits, briefings, and site visits;
 - (g) as may be requested by the Planning Secretary, assist the Department in the resolution of community complaints; and
 - (h) prepare and submit to the Planning Secretary and other relevant regulatory agencies, for information, an **Environmental Representative Monthly Report** providing the information set out in the Environmental Representative Protocol under the heading "Environmental Representative Monthly Reports." The **Environmental Representative Monthly Report** must be submitted within seven calendar days following the end of each month for the duration of the ER's engagement for the development, or as otherwise agreed with the Planning Secretary.
- A41. The Applicant must provide the ER with all documentation requested by the ER in order for the ER to perform their functions specified in condition A40 (including preparation of the ER monthly report), as well as:
- (a) the complaints register (to be provided on a daily basis); and
 - (b) a copy of any assessment carried out by the Applicant of whether proposed work is consistent with the consent (which must be provided to the ER before the commencement of the subject work).
- A42. The Planning Secretary may at any time commission an audit of an ER's exercise of its functions under condition C16. The Applicant must:
- (a) facilitate and assist the Planning Secretary in any such audit; and
 - (b) make it a term of their engagement of an ER that the ER facilitate and assist the Planning Secretary in any such audit.

APPLICABILITY OF GUIDELINES

- A43. References in the conditions of this consent to any guideline, protocol, Australian Standard or policy are to such guidelines, protocols, Standards or policies in the form they are in as at the date of this consent.
- A44. However, consistent with the conditions of this consent and without altering any limits or criteria in this consent, the Planning Secretary may, when issuing directions under this consent in respect of ongoing monitoring and management obligations, require compliance with an updated or revised version of such a guideline, protocol, Standard or policy, or a replacement of them.

ADVISORY NOTES

- AN1.** All licences, permits, approvals and consents as required by law must be obtained and maintained as required for the development. No condition of this consent removes any obligation to obtain, renew or comply with such licences, permits, approvals and consents.
- AN2.** Future development applications will be subject to the Mamre Road Precinct Development Control Plan or its equivalent.
- AN3.** Future development applications will be subject to the relevant contribution plan applicable at the time.

PART B SPECIFIC ENVIRONMENTAL CONDITIONS

TRAFFIC AND ACCESS

Construction Traffic Management Plan

- B1. Prior to the commencement of construction, the Applicant must prepare a Construction Traffic Management Plan for the development to the satisfaction of the Planning Secretary. The plan must form part of the CEMP required by condition C2 and must:
- (a) be prepared by a suitably qualified and experienced person(s);
 - (b) be prepared in consultation with Council, TfNSW, The Anglican Schools Corporation, Emmaus Catholic College, Catholic Healthcare Emmaus Retirement Village, Catholic Healthcare Emmaus Residential Aged Care Home and Trinity Catholic Primary School;
 - (c) detail the measures that are to be implemented to ensure road safety and network efficiency during construction;
 - (d) detail heavy vehicle routes, number of vehicles, hours of construction, access (including interim left in and left out) and parking arrangements;
 - (e) detail pedestrian safety measures;
 - (f) include specific measures to minimise impacts on the nearby education precinct;
 - (g) include a Driver Code of Conduct to:
 - (i) minimise the impacts of earthworks and construction on the local and regional road network;
 - (ii) minimise conflicts with other road users;
 - (iii) minimise road traffic noise; and
 - (iv) ensure truck drivers use specified routes;
 - (h) include a program to monitor the effectiveness of these measures; and
 - (i) if necessary, detail procedures for notifying residents and the community (including local schools), of any potential disruptions to routes.
- B2. The Applicant must:
- (a) not commence construction until the Construction Traffic Management Plan required by condition B1 is approved by the Planning Secretary; and
 - (b) implement the most recent version of the Construction Traffic Management Plan approved by the Planning Secretary for the duration of construction.

Roadworks and Access

- B3. Prior to the completion of Sequence 1A works, all construction traffic must only access the site in a left in and left out movement at an interim access point as prescribed in the Construction Traffic Management Plan (see condition B1).
- B4. Prior to commencement of road construction, the Applicant must submit design plans to the satisfaction of the Planning Secretary and the relevant roads authority which demonstrate the proposed access to the development and the internal road intersections are:
- (a) designed to accommodate the turning path of a B-Double heavy vehicle and a 19.0 m Articulated vehicle; and
 - (b) consistent with the most recent version of Austroads Guide to Road Design and TfNSW specifications.
- B5. Prior to the issue of any Subdivision Certificate or commencement of road construction, the Applicant must submit compliant line marking plans which accommodates the swept path for both B-Double vehicles and 19.0 m Articulated vehicles to the satisfaction of the Planning Secretary. The line marking plans must be in accordance with TfNSW Specification R145.
- B6. The Applicant must design the North South Distributor Road in accordance with the controls in Table 3, unless otherwise required by the Mamre Road Precinct Development Control Plan.

Table 3 North South Distributor Road Requirements

Road Aspect	Minimum Requirement
Total road reserve	30.7 m
Minimum road verge of 4.6 m, comprising:	
• light pole	0.6 m
• pedestrian path	1.5 m
• tree planting	2.5 m

Road Aspect	Minimum Requirement
Minimum road verge of 5.6 m, comprising:	
• light pole	0.6 m
• shared path	2.5 m
• tree planting	2.5 m
Design vehicle	26 m B-Double and 19.0 m Articulated Vehicle

- B7. Following the issue of a Stage 2 Subdivision Certificate, the estate roads shall be dedicated to the Relevant Roads Authority. Prior to any dedication, the Applicant shall ensure construction of the estate roads has been completed to the satisfaction of the Relevant Roads Authority and measures (such as a performance bond) are in place for any prescribed maintenance period, to the satisfaction of the Relevant Roads Authority.
- B8. The Applicant must prepare a schedule for consultation with WaterNSW in relation to the construction and widening of Mamre Road and associated utilities over the Warragamba Pipelines corridor. The schedule must be prepared in consultation with WaterNSW and to the satisfaction of the Planning Secretary.
- B9. The design of the construction and widening of Mamre Road and associated utilities over the Warragamba Pipelines corridor must be prepared in consultation with WaterNSW. Evidence of consultation must be provided to the satisfaction of the Planning Secretary.

Intersection Works

- B10. Prior to the occupation of any warehouse, the Applicant must complete the construction of the Sequence 1A upgrade at the Mamre Road and Bakers Lane intersection to the satisfaction of TfNSW.
- B11. The Applicant must complete the construction of the Sequence 1B upgrade to the Mamre Road and Bakers Lane intersection by 31 December 2025 to the satisfaction of TfNSW.
- B12. The proposed Traffic Control Signal/s at the intersection of Mamre Road and Bakers Lane must be designed to meet TfNSW requirements. The Traffic Control Signal (TCS) plans must be drawn by a suitably qualified person and endorsed by a suitably qualified practitioner. The submitted design must be in accordance with *Austroads Guide to Road Design* in association with relevant TfNSW supplements. The certified copies of the TCS design and civil design plans must be submitted to TfNSW for approval prior to the release of a Construction Certificate and commencement of road works on Mamre Road.

Mamre Road

- B13. The Applicant must enter into a Work Authorisation Deed (WAD) with TfNSW for any works that need to be carried out on TfNSW land.
- B14. The Applicant must remove all redundant driveways on Mamre Road and replace with kerb and gutter. The design and construction of the kerb and gutter on Mamre Road must be in accordance with TfNSW requirements. Detailed design plans of the proposed kerb and gutter are to be submitted to TfNSW for approval prior to the issue of a Construction Certificate and commencement of any road works.
- B15. A Road Occupancy Licence (ROL) must be obtained from Transport Management Centre (TMC) for any works that may impact on traffic flows on Mamre Road during construction activities.
- B16. Any realignment boundary to facilitate a footway resulting from the proposed road widening works must be dedicated as public road at no cost to the TfNSW.
- B17. The Applicant must ensure stockpiles associated with roadworks on Mamre Road do not interfere or impede WaterNSW drainage infrastructure.

Internal Road Network and Southern Link Road

- B18. Prior to the commencement of any construction (excluding bulk earthworks) on lots 1-4 north of Bakers Lane, the Applicant must prepare a concept design demonstrating how the internal road network can provide access to lots 1-4 and link to the future Southern Link Road. The design must be prepared in consultation with TfNSW and to the satisfaction of the Planning Secretary.

Note: The concept design must address access arrangements to lots 1-4 both with and without the future Southern Link Road, including ensuring any access points are an appropriate distance from signalised intersections.

Parking

- B19. The Applicant must provide sufficient parking facilities on-site, including for heavy vehicles and for site personnel, to ensure that traffic associated with the development does not utilise public and residential streets or public parking facilities.

Operating Conditions

B20. The Applicant must ensure:

- (a) internal roads, driveways and parking (including grades, turn paths, sight distance requirements, aisle widths, aisle lengths and parking bay dimensions) associated with the development are constructed and maintained in accordance with the latest version of *AS 2890.1:2004 Parking facilities Off-street car parking* (Standards Australia, 2004), *AS 2890.2:2018 Parking facilities Off-street commercial vehicle facilities* (Standards Australia, 2018) and *AS 2890.6:2009 Parking facilities Off-street parking for people with disabilities* (Standards Australia, 2009).
- (b) the swept path of the longest vehicle entering and exiting the site, as well as manoeuvrability through the site, is in accordance with the relevant AUSTROADS guidelines;
- (c) the development does not result in any vehicles queuing on the public road network;
- (d) heavy vehicles and bins associated with the development are not parked on local roads or footpaths in the vicinity of the site;
- (e) all vehicles are wholly contained on site before being required to stop;
- (f) all loading and unloading of materials are carried out on-site;
- (g) all trucks entering or leaving the site with loads have their loads covered and do not track dirt onto the public road network; and
- (h) the proposed turning areas in the car park are kept clear of any obstacles, including parked cars, at all times.

SOILS, WATER QUALITY AND HYDROLOGY

Imported Soil

B21. The Applicant must:

- (a) ensure that only VENM, ENM, or other material approved in writing by EPA is brought onto the site;
- (b) keep accurate records of the volume and type of fill to be used; and
- (c) make these records available to the Planning Secretary upon request.

Erosion and Sediment Control

B22. Prior to the commencement of any construction or other surface disturbance the Applicant must install and maintain suitable erosion and sediment control measures on-site, in accordance with the relevant requirements of the *Managing Urban Stormwater: Soils and Construction - Volume 1: Blue Book* (Landcom, 2004) guideline and the Erosion and Sediment Control Plan included in the CEMP required by condition C2.

B23. The Applicant must prepare an Erosion and Sediment Control Plan to the satisfaction of the Planning Secretary. The Plan must form part of a CEMP in accordance with condition C2 and must:

- (a) be prepared by a suitably qualified and experienced person(s);
- (b) include detailed erosion and sediment controls developed in accordance with the relevant requirements of *Managing Urban Stormwater: Soils and Construction - Volume 1: Blue Book* (Landcom, 2004) guideline; and
- (c) include procedures for maintaining erosion and sediment controls in efficient working order for the duration of construction, to ensure compliance with condition B25.

B24. Prior to the commencement of bulk earthworks, the Applicant must implement erosion and sediment controls identified by condition B23 and maintain those controls throughout bulk earthworks and construction, to ensure stormwater flows do not increase in any downstream areas. The ER, appointed in accordance with condition A36, shall make a written statement to the Planning Secretary confirming the erosion and sediment controls are operational, prior to the commencement of bulk earthworks and other construction activities required for the development.

Discharge Limits

B25. The development must comply with section 120 of the POEO Act, which prohibits the pollution of waters, except as expressly provided for in an EPL.

Stormwater Management

B26. Prior to the commencement of construction, the Applicant must prepare a Stormwater Management Plan to the satisfaction of the Planning Secretary. The Plan must form part of the CEMP and OEMP required by conditions C2 and C5 and must:

- (a) be prepared by a suitably qualified and experienced person(s), in accordance with the design presented in the RtS and in consultation with Council and WaterNSW;
- (b) be prepared in accordance with applicable Australian Standards;

- (c) be prepared in accordance with the *Penrith City Council Development Control Plan 2014* (Part C3) and Council's Water Sensitive Urban Design Standard Drawings;
- (d) ensure that the system capacity has been designed in accordance with *Australian Rainfall and Runoff* (Engineers Australia, 2016) and *Managing Urban Stormwater: Council Handbook* (EPA, 1997) guidelines; and
- (e) demonstrate that the on-site detention basins have been designed to withstand the forces of flood waters, debris and buoyancy forces up to the 1% Annual Exceedance Probability flood event.

B27. The Applicant must:

- (a) not commence construction until the Stormwater Management Plan required by condition B26 is approved by the Planning Secretary; and
- (b) implement the most recent version of the Stormwater Management Plan approved by the Planning Secretary for the duration of the development.

B28. Prior to the commencement of the Sequence 1B upgrade works, detailed design plans and hydraulic calculations of any changes to the stormwater drainage system must be submitted to TfNSW for approval.

B29. All stormwater drainage infrastructure on the Site, including bio-retention basins, shall remain under the care, control and ownership of the registered proprietor of the lots.

Flood Management

B30. Prior to the commencement of operation, the Applicant must prepare a Flood Emergency Response Plan to the satisfaction of the Planning Secretary. The Plan must form part of the OEMP required by condition C5 and must:

- (a) be prepared by a suitably qualified and experienced person(s);
- (b) address the provisions of the *Floodplain Risk Management Guideline* (OEH, 2007);
- (c) incorporate the findings and recommendations of the document titled *Overland Flow Report*, prepared by Costin Roe Consulting, dated 3 August 2020;
- (d) include details of:
 - (i) the flood emergency responses for both construction and operation phases of the development;
 - (ii) predicted flood levels;
 - (iii) flood warning time and flood notification;
 - (iv) assembly points and evacuation routes;
 - (v) evacuation and refuge protocols; and
 - (vi) awareness training for employees and contractors.

B31. The Applicant must:

- (a) not commence operation until the Flood Emergency Response Plan required by condition B30 is approved by the Planning Secretary; and
- (b) implement the most recent version of the Flood Emergency Response Plan approved by the Planning Secretary for the duration of the development.

B32. All floor levels must be no lower than the 1% Annual Exceedance Probability flood plus 500 mm of freeboard.

B33. Any structures below the 1% Annual Exceedance Probability plus 500 mm of freeboard must be constructed from flood compatible building components.

Protection of the Warragamba Pipelines Corridor

B34. Detailed design for the development must demonstrate compliance with the WaterNSW publication *Guidelines for development adjacent to the Upper Canal and Warragamba Pipelines*.

B35. Final levels and design of the development must not result in an increase in overland flow of water into the Warragamba Pipelines corridor of either quantity or velocity, or a decrease in quality. The development must be designed, operated and maintained to ensure post-development flows do not exceed pre-development flows into and through the Warragamba Pipelines corridor.

B36. Stormwater directed to or across the Warragamba Pipelines corridor is prohibited, except at approved points of discharge for the development.

B37. The Applicant must supply a dilapidation report to WaterNSW four weeks prior to the commencement of construction. The dilapidation report must identify the condition of all infrastructure within the Warragamba Pipelines corridor, from Mamre Road to South Creek, with specific attention paid to the Probable Maximum Flood level.

B38. WaterNSW must be consulted should there be any impact on existing drainage structures during the works within or adjacent to the Warragamba Pipelines corridor. Any impacted drainage structures must be reinstated and/or restored on completion of works at the Applicant's expense, to the satisfaction of WaterNSW.

- B39. Prior to the commencement of construction, the Applicant must install appropriate boundary identification to be maintained throughout the construction period.
- B40. The Applicant must install a fence comprising 2.1 m chain mesh plus 3 strand barbed wire on top, for a total height of 2.4 m, along the entire length of the boundary with the Warragamba Pipelines corridor, unless otherwise agreed to in writing by WaterNSW.
- B41. Access to the Warragamba Pipelines corridor is prohibited unless a written access consent has been obtained from WaterNSW.
- B42. All incidents that affect or could affect the Warragamba Pipelines corridor must be reported to WaterNSW on the 24-hour Incident Notification Number 1800 061 069.

AIR QUALITY

Dust Minimisation

- B43. The Applicant must take all reasonable steps to minimise dust generated during all works authorised by this consent.

Construction Air Quality Management Plan

- B44. Prior to the commencement of construction, the Applicant must prepare a Construction Air Quality Management Plan (CAQMP) to the satisfaction of the Planning Secretary. The CAQMP must form part of the CEMP required by condition C2 and must:
- (a) be prepared by a suitably qualified and experienced person(s);
 - (b) detail and rank all emissions from all construction activities, including particulate emissions;
 - (c) describe a program that is capable of evaluating the performance of the construction and determining compliance with key performance indicators;
 - (d) identify the control measures that will be implemented for each emission source, including but not limited to:
 - (i) exposed surfaces and stockpiles are suppressed by regular watering;
 - (ii) all trucks entering or leaving the site with loads have their loads covered;
 - (iii) trucks associated with the development do not track dirt onto the public road network;
 - (iv) public roads used by these trucks are kept clean;
 - (v) land stabilisation works are carried out progressively on site to minimise exposed surfaces; and
 - (e) nominate the following for each of the proposed controls:
 - (i) key performance indicator;
 - (ii) monitoring method;
 - (iii) location, frequency and duration of monitoring;
 - (iv) record keeping;
 - (v) complaints register;
 - (vi) response procedures; and
 - (vii) compliance monitoring.

NOISE

Hours of Work

- B45. The Applicant must comply with the hours detailed in Table 4, unless otherwise agreed in writing by the Planning Secretary.

Table 4 Hours of Work

Activity	Day	Time
Earthworks and construction	Monday – Friday Saturday	7 am to 6 pm 8 am to 1 pm
Operation	Monday – Sunday	24 hours

- B46. Works outside of the hours identified in condition B45 may be undertaken in the following circumstances:
- (a) works that are inaudible at the nearest sensitive receivers;
 - (b) works agreed to in writing by the Planning Secretary;
 - (c) for the delivery of materials required outside these hours by the NSW Police Force or other authorities for safety reasons; or
 - (d) where it is required in an emergency to avoid the loss of lives, property or to prevent environmental harm.

Construction Noise Limits

B47. The development must be constructed to achieve the construction noise management levels detailed in *the Interim Construction Noise Guideline* (DECC, 2009) (as may be updated or replaced from time to time). All feasible and reasonable noise mitigation measures must be implemented and any activities that could exceed the construction noise management levels must be identified and managed in accordance with the Construction Noise and Vibration Management Plan required by condition B48 and mitigation measures in the Appendix 2.

Construction Noise and Vibration Management Plan

B48. The Applicant must prepare a Construction Noise and Vibration Management Plan (CNVMP) for the development to the satisfaction of the Planning Secretary. The CNVMP must form part of a CEMP required by condition C2 and must:

- (a) be prepared by suitably qualified and experienced acoustic engineer(s);
- (b) be approved by the Planning Secretary prior to the commencement of construction;
- (c) identify the Mamre Anglican School as a sensitive receiver and include management measures to mitigate daytime construction noise impacts on the operations of the school;
- (d) describe procedures for achieving the noise management levels in EPA's *Interim Construction Noise Guideline* (DECC, 2009) (as may be updated or replaced from time to time);
- (e) describe the measures to be implemented to manage high noise generating works such as piling, in close proximity to sensitive receivers;
- (f) include strategies that have been developed with the community for managing high noise generating works;
- (g) describe the community consultation undertaken to develop the strategies in condition B48(f); and
- (h) include a complaints management system that would be implemented for the duration of the development.

B49. The Applicant must:

- (a) not commence construction of any relevant stage until the Construction Noise and Vibration Management Plan required by condition B48 is approved by the Planning Secretary; and
- (b) implement the most recent version of the Construction Noise and Vibration Management Plan approved by the Planning Secretary for the duration of construction.

B50. Vibration caused by construction at any residence or structure outside the site must be limited to:

- (a) for structural damage, the latest version of *DIN 4150-3 (1992-02) Structural vibration - Effects of vibration on structures* (German Institute for Standardisation, 1999); and
- (b) for human exposure, the acceptable vibration values set out in the *Environmental Noise Management Assessing Vibration: a technical guideline* (DEC, 2006) (as may be updated or replaced from time to time).

B51. The limits in conditions B50 apply unless otherwise outlined in a CNVMP, approved as part of the CEMP required by condition C2 of this consent.

Operational Noise Limits

B52. The Applicant must ensure that noise generated by operation of the development does not exceed the noise limits in Table 5 at the receiver locations shown on the plan in Appendix 3.

Table 5 Noise Limits dB(A)

Location	Day L _{Aeq} (15 minute)	Evening L _{Aeq} (15 minute)	Night L _{Aeq} (15 minute)
Receiver 1: residences on Medinah Avenue, Luddenham	41	38	35
Receiver 2: 654-674 Mamre Road, Kemps Creek	48	43	38
Receiver 3: 676-702 Mamre Road, Kemps Creek	48	43	38
Receiver 4: 706-752 Mamre Road, Kemps Creek	48	43	38
Receiver 5: 754-770 Mamre Road, Kemps Creek	48	43	38

Location	Day L _{Aeq} (15 minute)	Evening L _{Aeq} (15 minute)	Night L _{Aeq} (15 minute)
Receiver 6: 771-781 Mamre Road, Kemps Creek	48	43	38
Receiver 7: 579-649 Mamre Road, Orchard Hills	48	43	38
Receiver A: Altis Warehouse and Distribution Hub, 585-649 Mamre Road, Orchard Hills	70	70	70

Note: Noise generated by the development is to be measured in accordance with the relevant procedures and exemptions (including certain meteorological conditions) of the NSW Noise Policy for Industry (EPA, 2017) (as may be updated or replaced from time to time).

- B53. Within six months of the operation of all warehouses 1-8, the Applicant must prepare a Noise Validation Report (NVR) to demonstrate that operation of the development meets the noise limits in condition B52 to the satisfaction of the Planning Secretary. The NVR must:
- (a) be prepared by an appropriately qualified and experienced noise expert;
 - (b) describe any acoustical treatments required to ensure compliance with the noise limits in condition B52; and
 - (c) if necessary, recommend, prioritise and implement measures to improve noise controls on-site to ensure the development meets relevant criteria and protects off-site receivers from excessive noise.

Acoustic Barrier

- B54. The Applicant must construct the acoustic barrier for Warehouse 3 as shown in the site plan SP-KC1-DA-003 (Issue I), prepared by Frasers Property Australia Pty Ltd, dated 31 July 2020, prior to the commencement of operation of Warehouse 3.

Road Traffic Noise

- B55. Prior to the commencement of construction, the Applicant must prepare a Driver Code of Conduct and induction training for the development to minimise road traffic noise. The Applicant must update the Driver Code of Conduct and induction training for construction and operation and must implement the Code of Conduct for the life of the development.

ABORIGINAL HERITAGE

Statutory Requirements

- B56. Before the commencement of any clearing, ground disturbing works or construction works, Aboriginal Site Impact Recording Forms for MSP-01, MSP-02 and MSP-03 must be submitted for inclusion on the Aboriginal Heritage Information Management System database. The Aboriginal Site Impact Recording Forms must be completed by a suitably qualified archaeologist and show the total count of the artefacts identified at each site.
- B57. Before the commencement of any clearing, ground disturbing works or construction works, Aboriginal Heritage Information Management System site cards must be prepared for MSP-05, MSP-06, MSP-07, MSP-08, MSP-09, MSP-10 and MSP-11 and submitted for registration in the Aboriginal Heritage Information Management System database.
- B58. Should any Aboriginal objects be salvaged, the Applicant must complete and submit an Aboriginal Site Impact Recording Form for inclusion on the Aboriginal Heritage Information Management System database.

Aboriginal Cultural Heritage Management Plan

- B59. Before the commencement of any clearing, ground disturbing works or construction works, the Applicant must prepare an ACHMP for the development to protect and manage aboriginal heritage within the site. The plan must form part of the CEMP required by condition C2 and must:
- (a) be prepared by a suitably qualified and experienced expert in consultation with the Registered Aboriginal Parties and Heritage NSW;
 - (b) be submitted to the satisfaction of the Planning Secretary prior to construction of any part of the development;
 - (c) address the recommendations within the Aboriginal Cultural Heritage Assessment Report prepared by Biosis dated 31 July 2020;
 - (d) include a salvage program for Aboriginal objects, including long-term care and control;
 - (e) include detailed procedures for the long-term management of Aboriginal site MSP-11; and
 - (f) include a care agreement for Aboriginal objects, including details of a temporary storage location endorsed by Registered Aboriginal Parties.

- B60. The Applicant must:
- (a) not commence construction until the Aboriginal Cultural Heritage Management Plan is approved by the Planning Secretary; and
 - (b) implement the most recent version of the Aboriginal Cultural Heritage Management Plan approved by the Planning Secretary for the duration of the development.
- B61. Following the removal of vegetation on Lot X DP 421633, the Applicant must conduct an archaeological re-survey with Registered Aboriginal Parties of Lot X DP 421633 to confirm the findings of the Aboriginal Cultural Heritage Assessment Report prepared by Biosis dated 31 July 2020. Any Aboriginal objects or sites identified during the re-survey will need to be managed in accordance with the protocols for newly identified sites in the ACHMP required under condition B59.

Unexpected Finds Protocol

- B62. If any item or object of Aboriginal heritage significance is identified on site:
- (a) all work in the immediate vicinity of the suspected Aboriginal item or object must cease immediately;
 - (b) a 10 m wide buffer area around the suspected item or object must be cordoned off; and
 - (c) Heritage NSW must be contacted immediately.
- B63. Work in the immediate vicinity of the Aboriginal item or object may only recommence in accordance with the provisions of Part 6 of the *National Parks and Wildlife Act 1974*.

HISTORIC HERITAGE

Unexpected Finds Protocol

- B64. If any archaeological relics are uncovered during the course of the work, then all works must cease immediately in that area. Unexpected finds must be evaluated and recorded in accordance with the requirements of Heritage NSW, Department of Premier and Cabinet.

BIODIVERSITY

- B65. Prior to any clearing or construction works, the Applicant must purchase and retire the following credits to offset the removal of 9.28 ha of native vegetation at the site:
- (a) 9.03 ha of Forest-Red Gum – Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion (Plant Community Type 835); and
 - (b) 0.25 ha of Grey Box – Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion (Plant Community Type 849).

The credits must be retired in accordance with the requirements of the EES Group's Biodiversity Offsets Scheme and the *Biodiversity Conservation Act 2016*.

- B66. The requirement to retire 230 ecosystem credits (see condition B65) may be satisfied by payment to the NSW Biodiversity Conservation Fund of an amount equivalent to the number and classes of credits, as calculated by the EES Group's Biodiversity Offsets Payment Calculator.
- B67. The Applicant must provide the Planning Secretary with evidence that:
- (a) the retirement of ecosystem credits has been completed (see condition B65); or
 - (b) a payment has been made to the Biodiversity Conservation Fund (see condition B66),
- prior to undertaking any clearing of native vegetation, or activities that have the potential to impact upon the native vegetation.

Biodiversity Management Plan

- B68. Prior to clearing for construction, the Applicant must prepare a Biodiversity Management Plan (BMP) for the development to the satisfaction of the Planning Secretary. The BMP must be approved by the Planning Secretary prior to the commencement of clearing for construction and must form part of the CEMP in accordance with condition C2. The BMP must include the following:
- (a) notification and engagement of qualified wildlife carer organisations;
 - (b) measures to carry out soft felling of hollow bearing trees;
 - (c) reuse of materials associated with vegetation clearing;
 - (d) a pre-clearance and dam dewatering protocol to ensure appropriate timing would be achieved for vegetation removal and dam dewatering;
 - (e) an ecologist plan for managing affected protected fauna during vegetation removal; and
 - (f) an unexpected finds protocol detailing managing measures for any encountered threatened species and notification of the EES Group and Council.

B69. The Applicant must:

- (a) not commence operation until the Biodiversity Management Plan is approved by the Planning Secretary; and
- (b) implement the most recent version of the Biodiversity Management Plan approved by the Planning Secretary.

BUSHFIRE PROTECTION

B70. The Applicant must ensure the development complies with:

- (a) the relevant provisions of *Planning for Bushfire Protection 2019*;
- (b) the construction standards and asset protection zone requirements recommended in *Bushfire Assessment Report, Proposed Warehouse, Logistics and Industrial Facilities Hub, Mamre Road, Kemps Creek*, prepared by Conacher Consulting Pty Ltd, dated July 2020; and
- (c) *AS2419.1 – 2005 Fire hydrant Installations* for firefighting water supply.

FIRE AND INCIDENT MANAGEMENT

B71. Each warehouse building must be serviced by required fire systems that are independent of one another.

B72. Road widths and turning circles, bends and roundabouts must be compliant with FRNSW policy No. 4 – *Guidelines for Emergency Vehicle Access*.

B73. The development's water supply main must incorporate fire hydrants installed in accordance with Clause 142 of the Local Government (General) Regulation 2005 (the Regulation).

HAZARDS AND RISK

Dangerous Goods

B74. The quantities of dangerous goods stored and handled at the site must be below the threshold quantities listed in the Department of *Planning's Hazardous and Offensive Development Application Guidelines – Applying SEPP 33* at all times.

Bunding

B75. The Applicant must store all chemicals, fuels and oils used on-site in appropriately banded areas in accordance with the requirements of all relevant Australian Standards, and/or EPA's *Storing and Handling of Liquids: Environmental Protection – Participants Manual* (Department of Environment and Climate Change, 2007).

WASTE MANAGEMENT

Construction and Demolition Waste Management

B76. Prior to the commencement of construction, the Applicant must prepare a Construction and Demolition Waste Management Plan (CDWMP) for the development to the satisfaction of the Planning Secretary. The CDWMP must form part of the CEMP in accordance with condition C2 and must:

- (a) detail the quantities of each waste type generated during construction and the proposed reuse, recycling and disposal locations; and
- (b) be implemented for the duration of construction works.

B77. The Applicant must:

- (a) not commence construction until the Construction and Demolition Waste Management Plan is approved by the Planning Secretary
- (b) implement the most recent version of the Construction and Demolition Waste Management Plan approved by the Planning Secretary.

Pests, Vermin and Priority Weed Management

B78. The Applicant must:

- (a) implement suitable measures to manage pests, vermin and declared priority weeds on the site; and
- (b) inspect the site on a regular basis to ensure that these measures are working effectively, and that pests, vermin or priority weeds are not present on site in sufficient numbers to pose an environmental hazard or cause the loss of amenity in the surrounding area.

Note: For the purposes of this condition, priority weed has the same definition of the term in the Biosecurity Act 2015.

Waste Storage and Processing

B79. Waste must be secured and maintained within designated waste storage areas at all times and must not leave the site onto neighbouring public or private properties.

Waste Management Plan

- B80. Prior to the commencement of operation, the Applicant must prepare a Waste Management Plan for the development to the satisfaction of the Planning Secretary. The Waste Management Plan must form part of the OEMP and be prepared in accordance with condition C5. The Plan must:
- (a) detail the type and quantity of waste to be generated during operation of the development;
 - (b) describe the handling, storage and disposal of all waste streams generated on site, consistent with the *Protection of the Environment Operations Act 1997*, *Protection of the Environment Operations (Waste) Regulation 2014* and the *Waste Classification Guideline* (Department of Environment, Climate Change and Water, 2009);
 - (c) detail the materials to be reused or recycled, either on or off site; and
 - (d) include the Management and Mitigation Measures included in Appendix 2.
- B81. The Applicant must:
- (a) not commence operation until the Waste Management Plan is approved by the Planning Secretary;
 - (b) implement the most recent version of the Waste Management Plan approved by the Planning Secretary.

Statutory Requirements

- B82. All waste materials removed from the site must only be directed to a waste management facility or premises lawfully permitted to accept the materials.
- B83. The Applicant must assess and classify all liquid and non-liquid wastes to be taken off site in accordance with the latest version of EPA's *Waste Classification Guidelines Part 1: Classifying Waste* (EPA, 2014) and dispose of all wastes to a facility that may lawfully accept the waste.
- B84. Waste generated outside the site must not be received at the site for storage, treatment, processing, reprocessing, or disposal.

CONTAMINATION

Unexpected Finds

- B85. Prior to the commencement of earthworks, the Applicant must prepare an unexpected contamination procedure to ensure that potentially contaminated material is appropriately managed. The procedure must form part of the of the CEMP in accordance with condition C2 and must ensure any material identified as contaminated must be disposed off-site, with the disposal location and results of testing submitted to the Planning Secretary, prior to its removal from the site.

VISUAL AMENITY

Landscaping

- B86. Prior to the commencement of landscaping construction activities, the Applicant must prepare a detailed Landscape Plan for landscape buffer areas, street planting and the estate basins in consultation with Penrith City Council.
- B87. Prior to the commencement of operation, the Applicant must prepare a Landscape Management Plan to manage the revegetation and landscaping works on-site, to the satisfaction of the Planning Secretary. The plan must form part of an OEMP in accordance with conditions C5. The plan must:
- (a) detail the species to be planted on-site;
 - (b) describe the monitoring and maintenance measures to manage revegetation and landscaping works; and
 - (c) be consistent with the Applicant's Management and Mitigation Measures at Appendix 2
- B88. The Applicant must:
- (a) not commence operation until the Landscape Management Plan is approved by the Planning Secretary.
 - (b) must implement the most recent version of the Landscape Management Plan approved by the Planning Secretary; and
 - (c) maintain the landscaping and vegetation on the site in accordance with the approved Landscape Management Plan required by condition B86 for the life of the development.

Lighting

- B89. The Applicant must ensure the lighting associated with the development:
- (a) complies with the latest version of AS 4282-2019 - *Control of the obtrusive effects of outdoor lighting* (Standards Australia, 2019); and
 - (b) is mounted, screened and directed in such a manner that it does not create a nuisance to surrounding properties or the public road network.

Signage and Fencing

B90. All signage and fencing must be erected in accordance with the development plans included in the RtS.

Note: *This condition does not apply to temporary construction and safety related signage and fencing.*

PART C ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING

ENVIRONMENTAL MANAGEMENT

Management Plan Requirements

- C1. Management plans required under this consent must be prepared in accordance with relevant guidelines, and include:
- (a) detailed baseline data;
 - (b) details of:
 - (i) the relevant statutory requirements (including any relevant approval, licence or lease conditions);
 - (ii) any relevant limits or performance measures and criteria; and
 - (iii) the specific performance indicators that are proposed to be used to judge the performance of, or guide the implementation of, the development or any management measures;
 - (c) a description of the measures to be implemented to comply with the relevant statutory requirements, limits, or performance measures and criteria;
 - (d) a program to monitor and report on the:
 - (i) impacts and environmental performance of the development; and
 - (ii) effectiveness of the management measures set out pursuant to paragraph (c) above;
 - (e) a contingency plan to manage any unpredicted impacts and their consequences and to ensure that ongoing impacts reduce to levels below relevant impact assessment criteria as quickly as possible;
 - (f) a program to investigate and implement ways to improve the environmental performance of the development over time;
 - (g) a protocol for managing and reporting any:
 - (i) incident and any non-compliance (specifically including any exceedance of the impact assessment criteria and performance criteria);
 - (ii) complaint;
 - (iii) failure to comply with statutory requirements; and
 - (h) a protocol for periodic review of the plan.

Note: *the Planning Secretary may waive some of these requirements if they are unnecessary or unwarranted for particular management plans*

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

- C2. The Applicant must prepare a Construction Environmental Management Plan (CEMP) in accordance with the requirements of condition C1 and to the satisfaction of the Planning Secretary.
- C3. As part of the CEMP required under condition C2 of this consent, the Applicant must include the following:
- (a) Construction Traffic Management Plan (see condition B1);
 - (b) Erosion and Sediment Control Plan (see condition B22);
 - (c) measures to protect the Warragamba Pipelines Corridor prepared in consultation with WaterNSW, including a description of the dam dewatering methodology and mitigation measures;
 - (d) Stormwater Management Plan (see condition B26);
 - (e) Construction Air Quality Management Plan (see condition B44);
 - (f) Construction Noise and Vibration Management Plan (see condition B48);
 - (g) Aboriginal Cultural Heritage Management Plan (see condition B59).
 - (h) Biodiversity Management Plan (see condition B68);
 - (i) Construction and Demolition Waste Management Plan (see condition B76); and
 - (j) Community Consultation and Complaints Handling.
- C4. The Applicant must:
- (a) not commence construction of the development until the CEMP is approved by the Planning Secretary; and
 - (b) carry out the construction of the development in accordance with the CEMP approved by the Planning Secretary and as revised and approved by the Planning Secretary from time to time.

OPERATIONAL ENVIRONMENTAL MANAGEMENT PLAN

- C5. The Applicant must prepare an Operational Environmental Management Plan (OEMP) in accordance with the requirements of condition C1 and to the satisfaction of the Planning Secretary.
- C6. As part of the OEMP required under condition C5 of this consent, the Applicant must include the following:

- (a) describe the role, responsibility, authority and accountability of all key personnel involved in the environmental management of the development;
- (b) describe the procedures that would be implemented to:
 - (i) keep the local community and relevant agencies informed about the operation and environmental performance of the development;
 - (ii) receive, handle, respond to, and record complaints;
 - (iii) resolve any disputes that may arise;
 - (iv) respond to any non-compliance;
 - (v) respond to emergencies; and
- (c) include the following environmental management plans:
 - (i) Stormwater (see condition B26);
 - (ii) Flood Emergency Response (see condition B30);
 - (iii) Biodiversity (see condition B68);
 - (iv) Waste (see condition B80);
 - (v) Flood Emergency Response (see condition B30); and
 - (vi) Landscape (see condition B87).

C7. The Applicant must:

- (a) not commence operation until the OEMP is approved by the Planning Secretary; and
- (b) operate the development in accordance with the OEMP approved by the Planning Secretary (and as revised and approved by the Planning Secretary from time to time).

REVISION OF STRATEGIES, PLANS AND PROGRAMS

C8. Within three months of:

- (a) the submission of a Compliance Report under condition C14;
- (b) the submission of an incident report under condition C10;
- (c) the approval of any modification of the conditions of this consent; or
- (d) the issue of a direction of the Planning Secretary under condition A2(b) which requires a review,

the strategies, plans and programs required under this consent must be reviewed, and the Planning Secretary must be notified in writing that a review is being carried out.

C9. If necessary, to either improve the environmental performance of the development, cater for a modification, or comply with a direction, the strategies, plans and programs required under this consent must be revised, to the satisfaction of the Planning Secretary. Where revisions are required, the revised document must be submitted to the Planning Secretary for approval within six weeks of the review.

Note: *This is to ensure strategies, plans and programs are updated on a regular basis and to incorporate any recommended measures to improve the environmental performance of the development.*

REPORTING AND AUDITING

Incident Notification, Reporting and Response

C10. The Planning Secretary must be notified in writing via the Major Projects website immediately after the Applicant becomes aware of an incident. The notification must identify the development (including the development application number and the name of the development if it has one) and set out the location and nature of the incident. Subsequent notification requirements must be given, and reports submitted in accordance with the requirements set out in Appendix 4.

Non-Compliance Notification

C11. The Planning Secretary must be notified in writing to the Major Projects website within seven days after the Applicant becomes aware of any non-compliance.

C12. A non-compliance notification must identify the development and the application number for it, set out the condition of consent that the development is non-compliant with, the way in which it does not comply and the reasons for the non-compliance (if known) and what actions have been, or will be, undertaken to address the non-compliance.

C13. A non-compliance which has been notified as an incident does not need to also be notified as a non-compliance.

Compliance Reporting

C14. Within three months after the first year of commencement of operation, and in the same month each subsequent year (or such other timing as agreed by the Planning Secretary), the Applicant must submit a Compliance Report to the Planning Secretary reviewing the environmental performance of the development to the satisfaction of the

Planning Secretary. Compliance Reports must be prepared in accordance with the Compliance Reporting Post Approval Requirements (Department 2020) and must also:

- (a) identify any trends in the monitoring data over the life of the development;
- (b) identify any discrepancies between the predicted and actual impacts of the development, and analyse the potential cause of any significant discrepancies; and
- (c) describe what measures will be implemented over the next year to improve the environmental performance of the development

C15. The Applicant must make each Compliance Report publicly available no later than 60 days after submitting it to the Planning Secretary and notify the Planning Secretary in writing at least 7 days before this is done.

Monitoring and Environmental Audits

C16. Any condition of this consent that requires the carrying out of monitoring or an environmental audit, whether directly or by way of a plan, strategy or program, is taken to be a condition requiring monitoring or an environmental audit under Division 9.4 of Part 9 of the EP&A Act. This includes conditions in respect of incident notification, reporting and response, non-compliance notification, compliance reporting and independent auditing.

Note: *For the purposes of this condition, as set out in the EP&A Act, “monitoring” is monitoring of the development to provide data on compliance with the consent or on the environmental impact of the development, and an “environmental audit” is a periodic or particular documented evaluation of the development to provide information on compliance with the consent or the environmental management or impact of the development.*

ACCESS TO INFORMATION

C17. At least 48 hours before the commencement of construction until the completion of all works under this consent, the Applicant must:

- (a) make the following information and documents (as they are obtained or approved) publicly available on its website:
 - (i) the documents referred to in condition A2 of this consent;
 - (ii) all current statutory approvals for the development;
 - (iii) all approved strategies, plans and programs required under the conditions of this consent;
 - (iv) the proposed staging plans for the development if the construction or operation of the development is to be staged;
 - (v) regular reporting on the environmental performance of the development in accordance with the reporting requirements in any plans or programs approved under the conditions of this consent;
 - (vi) a comprehensive summary of the monitoring results of the development, reported in accordance with the specifications in any conditions of this consent, or any approved plans and programs;
 - (vii) a summary of the current stage and progress of the development;
 - (viii) contact details to enquire about the development or to make a complaint;
 - (ix) a complaints register, updated monthly;
 - (x) the Compliance Report of the development;
 - (xi) audit reports prepared as part of any Independent Audit of the development and the Applicant's response to the recommendations in any audit report;
 - (xii) any other matter required by the Planning Secretary; and
- (b) keep such information up to date, to the satisfaction of the Planning Secretary.

APPENDIX 1 DEVELOPMENT LAYOUT PLANS

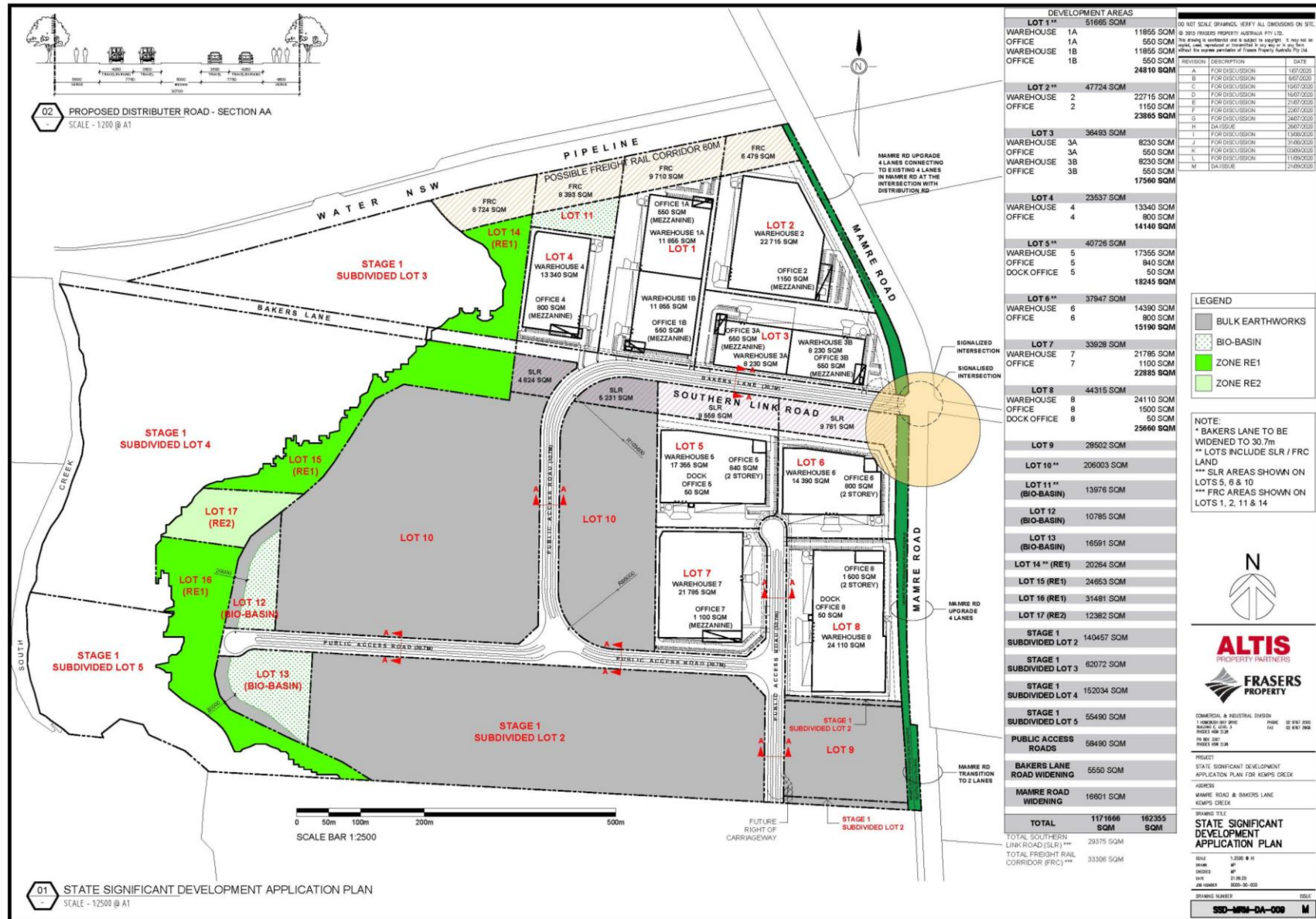


Figure 1: Site Plan



APPENDIX 2 APPLICANT'S MANAGEMENT AND MITIGATION MEASURES

By:	Fraser's Property & Altis Property Partners
In relation to:	Proposed State Significant Development Application (Proposed Warehouse, Logistics and Industrial Facilities Hub)
Site:	657-769 Mamre Road, Kemps Creek (Lot 34 DP 1118173, Lot X DP 421633, Lot 1 DP 1018318, Lot Y DP 421633 & Lot 22 DP 258414)

Fraser Property & Altis Property Partners, plan to undertake the construction and operation of the proposed Warehouse Logistics and Industrial Facilities Hub, in accordance with the following:

Below prescribes some of the terms and abbreviations used in this Statement, including:

Approval	The Minister's Approval of the Proposed Development
Altis Property Partners	Altis Property Partners Pty Ltd
BCA	Building Code of Australia
Council	Penrith City Council
Department	Department of Planning, Industry and Environment
EIS	Environmental Impact Statement
EP&A Act 1979	<i>Environmental Planning and Assessment Act 1979</i>
Fraser's Property	Fraser's Property Australia
Project	The Proposed Development as described in this RtS Report
Secretary General	Secretary General of the Department (or delegate)
Site / Subject Site	Land to which the Proposal applies
WorkCover	NSW WorkCover

7.1 ADMINISTRATIVE COMMITMENTS

Commitment to Minimise Harm to the Environment

1. Fraser's Property and Altis Property Partners will commit to implement all reasonable and feasible measures, to prevent and/or minimise any harm to the environment, that may result from the construction or operation of the Proposed Development.

Subdivision Certificates

2. Fraser's Property and Altis Property Partners will ensure that a staged approach will be taken to obtain relevant Subdivision Certificates with respect to the respective allotments, prior to construction and formal registration of the individual allotments with the NSW Land Registry Services.

Occupation Certificate

3. Fraser's Property and Altis Property Partners will ensure that a staged Interim and Final Occupation Certificate, are obtained prior to the occupation of each individual facility.

Terms of Approval

4. Frasers Property and Altis Property Partners would carry out the project generally in accordance with the:
 - a) Environmental Impact Statement;
 - b) Masterplan prepared by Frasers Property;
 - c) Drawings prepared by Frasers Property and Altis Property Partners; Nettleton Tribe; Habit8; and Costin Roe Consulting;
 - d) Management and Mitigation Measures; and
 - e) Any Conditions of Approval.
5. If there is any inconsistency between the above, the Conditions of Approval shall prevail to the extent of the inconsistency.
6. Frasers Property and Altis Property Partners would ensure compliance with any reasonable requirement(s) of the Secretary-General of the Department of Planning, Industry and Environment arising from the Department's assessment of:
 - a) Any reports, plans, programs, strategies or correspondence that are submitted in relation to this Approval; and
 - b) The implementation of any recommended actions or measures contained in reports, plans, programs, strategies or correspondence submitted by the Project Team as part of the application for Approval.

Structural Adequacy

7. Frasers Property and Altis Property Partners would ensure that all new buildings and structures on the Site are constructed in accordance with the relevant requirements of the BCA.

Operation of Plant and Equipment

8. Frasers Property and Altis Property Partners would ensure that all plant and equipment used on-site, is maintained and operated in proper and efficient manner, and in accordance with relevant Australian Standards.

Construction Traffic Management Plan

9. Frasers Property and Altis Property Partners would ensure that a Construction Traffic Management Plan is prepared and submitted to DPIE. This Plan would:
 - a) be submitted to the Secretary-General for approval prior to the commencement of construction;
 - b) describe the traffic volumes and movements to occur during construction;
 - c) detail proposed measures to minimise the impact of construction traffic on the surrounding network, including driver behaviour and vehicle maintenance; and,
 - d) detail the procedures to be implemented in the event of a complaint from the public regarding construction traffic.

Construction Environmental Management Plan

10. Prior to the commencement of construction, a Construction Environmental Management Plan (CEMP) would be prepared that addresses the following:

- a) Land Contamination;
- b) Air Quality;
- c) Waste Classification;
- d) Erosion and Sediment Control Plan.

Monitoring of State of Roadways

11. The Applicant(s) will monitor the state of roadways leading to and from the Subject Site and will take all necessary steps to clean up any adversely impacted road pavements as directed by Council.

Waste Receipts

12. A permanent record of receipts for the removal of both liquid and solid waste from the Site should be kept and maintained up to date at all times. Such records will be made available to authorised person upon request.

7.2 SPECIFIC ENVIRONMENTAL COMMITMENTS

Noise

13. Construction on the Subject Site would only be undertaken between 7am and 6pm Monday to Friday, and 7am and 1pm on Saturdays. No construction will be permitted at the Subject Site on Sundays or public holidays. The following specific measures are proposed throughout the construction and operational phases of development:
 - a) Prompt response to any community issues of concern;
 - b) Noise monitoring on-site and within the surrounding areas;
 - c) Refinement of on-site noise mitigation measures and plant operating procedures where practical;
 - d) Preparation of a formal noise management plan including noise monitoring program;
 - e) For equipment with enclosures (i.e. compressor rooms) ensure door and seals are well maintained and kept closed when not in use;
 - f) Keep plant and equipment well maintained, regular inspection and maintenance of equipment to ensure it is good working order;
 - g) Equipment not to be operated until it is maintained or repaired;
 - h) Regularly train workers (i.e. toolbox talks) to use equipment in ways to minimise noise;
 - i) Operate mobile plant in a quiet, efficient manner;
 - j) Switching off vehicles and plant when not in use; and,
 - k) Incorporate clear signage at the site including relevant contact numbers for community enquiries.
14. Prior to issue of an Occupation Certificate, a 3.0 m high acoustic screen will be erected along the eastern boundary of Warehouse building 3B, located on proposed Lot 3, consistent with recommendations of the Noise and Vibration Impact Assessment (Acoustic Works, 2020).
15. Further mitigation measures outlined within the Construction Noise and Vibration Management Plan prepared by Acoustic Works (2020) would be undertaken to ensure all acoustic criteria thresholds are complied with during the construction phase of the Proposed Development.

Construction Traffic

16. During construction:

- a) all trucks entering or leaving the Site with loads, will have their loads covered;
- b) trucks associated with the project do not track dirt onto the public road network; and,
- c) the public roads used by these trucks are to be kept clean.

Dust Management

17. During the construction phase of the project, all reasonable and feasible measures to minimise dust generation by the project. These include:

Source	Control Measures
General	
Visual Inspection	Carry out visual inspections of the Subject Site during site preparatory and construction activities and employ measures (where necessary) to minimise any visible air pollution generated by the Project.
Regular Maintenance	Regularly inspect and perform maintenance on dust control using the latest technologies (i.e. water sprays nozzles) and measures to ensure the effectiveness of such controls.
Erosion Control Structures	Silt and other material removed frequently from around erosion control structures to ensure deposits do not become a dust source.
Vegetated Buffers	Retain existing vegetation, where appropriate and implementing additional vegetated buffers around the boundary of the Site to provide a physical barrier to the transportation of pollutants in the direction of sensitive receptors.
Waste Materials	<p>Cleared vegetation, demolition materials and other combustible waste material will not be burnt on-site.</p> <p>All waste materials be appropriately contained (in skips, bins) and covered during adverse weather conditions and handled in accordance with the Subject Site's Waste Management Plan.</p>
Wind Blown Dust Sources	
Disturbed Areas	<ul style="list-style-type: none">▪ Disturb only the minimum area necessary.▪ Stabilise all disturbed areas as soon as practicable to prevent or minimise windblown dust.▪ Regularly assess weather conditions to identify adverse weather conditions that are unfavourable in terms of dust levels at receptor locations surrounding the Site (such as on dry days, during strong winds, particularly north easterly winds blowing in direction of the school(s) along Bakers Lane).
Stockpile/s	<ul style="list-style-type: none">▪ Water sprays and/or covers will be employed for material stockpiles, particularly during adverse weather conditions, to minimise dust generation.▪ Stockpiles will be covered overnight.▪ Use of chemical dust suppressants will also be used where necessary.▪ Fencing, bunding or shelterbelts will be used to reduce ambient wind speeds (in some areas).
Transportation (Trucks)	<ul style="list-style-type: none">▪ Truck loads will be covered with tarpaulin or lid prior to transport of dusty materials by road.▪ Minimise truck queuing and unnecessary trips through logistical planning of materials delivery and work practices.▪ Reduce vehicle / truck idling times.

	<ul style="list-style-type: none"> ▪ Maintain a following distance of trucks of 20 seconds minimum to allow for dust clouds generated by the lead truck to dissipate. ▪ Install a truck wheel wash or shaker grid to remove any loose dirt.
Activity Generated Dust Sources	
Internal Road Dust	<ul style="list-style-type: none"> ▪ Roads and trafficked areas will be watered down using a water cart and/or sprinkler to minimise the generation of dust. ▪ Haulage vehicles will be restricted to the most direct route and minimal manoeuvring areas to prevent indiscriminate driving over non-active areas. ▪ Haul roads and hard stand areas will have designated speed limits (i.e. generally 20 km/hour). ▪ Enforce speed limits on all on-site vehicles to minimise wheel-generated dust. ▪ Stabilise access roads and work areas as soon as practicable to prevent or minimise windblown dust. ▪ Maintain roads on a regular basis to ensure roads are clearly marked, pot holes and corrugations are eliminated, and extra material build up is removed or redistributed on the road. ▪ Chemical dust suppressants used where necessary.
External Road Dust	<ul style="list-style-type: none"> ▪ Vehicles causing dirt tracks out onto main roads would be cleaned on a regular basis to prevent this becoming an additional source of dust. ▪ Material spillages would be cleaned up promptly.
Excavation	<ul style="list-style-type: none"> ▪ Apply water sprays to trucks and loading points for dust suppression.
Loading and Dumping	<ul style="list-style-type: none"> ▪ Stockpiles will be minimised wherever possible.
Plant and Equipment	<ul style="list-style-type: none"> ▪ All plant and equipment used during activities will be maintained and operated in a proper and efficient condition. ▪ Reduce idling times of trucks and other machinery. ▪ Fixed plant should be located as far from local receptors as possible.
Excessive Dust Events	
Internal Roads	<ul style="list-style-type: none"> ▪ Employ additional water spraying / water carts. ▪ Further reduce speed on haul roads during high winds. ▪ Halt traffic movements.
Stockpiles	<ul style="list-style-type: none"> ▪ Treat stockpiles with appropriate measures to avoid dust.

Waste Management

18. Frasers Property and Altis Property Partners will ensure that all waste generated on-site during operation is classified in accordance with the Office of Environmental and Heritage's *Waste Classification Guidelines: Part 1 Classifying Waste* and disposed of to a facility that may lawfully accept the waste.

Erosion and Sediment Control

19. Frasers Property and Altis Property Partners will install silt traps during the construction phase to ensure there are no pollutants or sediments that exit the site or unacceptable impacts result on surrounding vegetation or waterways.

Protection of Vegetation

20. Frasers Property and Altis Property Partners will mark the clearance boundaries prior to commencement of construction to ensure that there is no unnecessary removal of vegetation.
21. Frasers Property and Altis Property Partners will implement pre-clearance protocols.
22. Frasers Property and Altis Property Partners will provide on-site supervision of habitat tree felling and relocation of fauna.
23. Frasers Property and Altis Property Partners will implement a soft felling operation.
24. Frasers Property and Altis Property Partners will implement a Construction Environmental Management Plan.

Aboriginal Cultural Heritage

25. **Recommendation 1: Further archaeological work in the form of surface salvage at AHIMS sites 45-5-5184/MSP-01, MSP-07 and MSP-08 as a part of SSD Approval**

Biosis recommend that further archaeological work be conducted for AHIMS sites 45-5-5184/MSP-01, MSP-07 and MSP-08 in the form of surface salvage to recover any surface artefacts which will be impacted as a part of the Proposed Development. It is recommended that surface salvage be undertaken as a Condition of Consent, subject to approval.

26. **Recommendation 2: Further archaeological work in the form of salvage excavation of AHIMS site as a part of SSD Approval**

Biosis recommend that further archaeological works be conducted for AHIMS site 45-5-5188/MSP-02 in the form of salvage excavation to recover any subsurface artefacts which will be impacted as a part of the Proposed Development. Biosis recommend that subsurface salvage of this Site be undertaken as a condition of SSD Approval. This would provide further information in relation to the artefact typology and material type, as well as the nature of the activities taking place at AHIMS site 45-5-5188/MSP-02.

27. **Recommendation 3: No further archaeological work is required for sites 45-5-3028/EPTA3, 45-5-3032/EPTA10 and 45-5-3033/EPTA11**

Biosis note, that as the previously recorded AHIMS sites, 45-5-3028/EPTA3, 45-5-3032/EPTA10 and 45-5-3033/EPTA11 were incorrectly georeferenced at the time of recording, they are not located within the study area. Therefore, Biosis recommend, that no further archaeological investigations are required for Aboriginal sites EPTA3, EPTA10 or EPTA11 prior to development impacts.

28. **Recommendation 4: No further archaeological work is required for sites MSP-05, MSP-06, MSP-09 and MSP-10**

Biosis suggest no further archaeological investigations are considered to be required for Aboriginal sites MSP-05, MSP-06, MSP-09, MSP-10 and MSP-11 prior to development impacts as the proposed works will not impact on these sites. It is noted, that if the Proposed Development footprint is altered at a later date, further assessment may be required.

29. **Recommendation 5: Avoidance of MSP 11**

MSP 11 is located outside of the development footprint. Biosis recommend, that temporary fencing is erected around this site during construction to avoid potential impacts to the identified site.

30. Recommendation 6: Update AHIMS site cards for AHIMS sites 45-5-5187/MSP-01, 45-5-5188/MSP-02 and 45-5-5189/MSP-03 and lodge AHIMS site cards for newly identified sites MSP-05, MSP-06 and MSP-07, MSP-08, MSP-09, MSP-10, and MSP-11

Biosis recommend that the AHIMS site cards for previously identified AHIMS sites 45-5-5187/MSP-01, 45-5-5188/MSP-02, 45-5-5189/MSP-03 be updated to reflect the revised site descriptions following the test excavations discussed within the ACHAR.

They also recommend that AHIMS site cards are prepared and lodged with AHIMS for newly identified sites MSP-05, MSP-06 and MSP-07, MSP-08, MSP-09, MSP-10 and that the site numbers be included in the final version of the ACHAR.

31. Recommendation 7: Preparation and lodgement of AHIMS site impact recording forms for 45-5-5184/MSP-01, 45-5-5185/MSP-02, 45-5-5189/MSP-03, MSP-05, MSP-06, MSP-07 & MSP-08, MSP-09, MSP-10 and MSP-11

It is recommended that AHIMS site impact recording forms are prepared and lodged with AHIMS for Aboriginal sites 45-5-5184/MSP-01, 45-5-5185/MSP-02, 45-5-5189/MSP-03, MSP-05, MSP-06, MSP-07 and MSP-08 MSP-09, MSP-10 and MSP-11 within four (4) months following completion of development impacts or as otherwise stated in SSD approval conditions.

32. Recommendation 8: Unexpected finds

Discovery of Unanticipated Aboriginal Objects

All Aboriginal objects and places are protected under the NPW Act. It is an offence to knowingly disturb an Aboriginal site without a consent permit issued by OEH. Should any Aboriginal objects be encountered during works associated with this proposal, works must cease in the vicinity and the find should not be moved until assessed by a qualified archaeologist. If the find is determined to be an Aboriginal object the archaeologist will provide further recommendations. These may include notifying the OEH and Aboriginal stakeholders.

Discovery of Unanticipated Historical Relics

Relics are historical archaeological resources of local or State significance and are protected in NSW under the *Heritage Act 1977*. Relics cannot be disturbed except with a permit or exception/exemption notification. Should unanticipated relics be discovered during the course of the project, work in the vicinity must cease and an archaeologist contacted to make a preliminary assessment of the find. The Heritage Council will require notification if the find is assessed as a relic.

Discovery of Aboriginal Ancestral Remains

Aboriginal ancestral remains may be found in a variety of landscapes in NSW, including middens and sandy or soft sedimentary soils. If any suspected human remains are discovered during any activity the following protocol must be adhered to:

1. Immediately cease all work at that location and not further move or disturb the remains.
2. Notify the NSW Police and OEH's Environmental Line on 131 555 as soon as practicable and provide details of the remains and their location.
3. Do not recommence work at that location unless authorised in writing by OEH.

Historic Heritage

33. Recommendation 1: No Further Assessment Required

The assessment undertaken within the Statement of Heritage Impact (Biosis, 2020) has identified no items of heritage significance or archaeological potential within the Subject Site, nor any negative heritage impacts to surrounding heritage items. As such, no further assessment is required prior to the approval of the SSDA. Prior to any ground disturbance occurring within the study area, an unexpected finds procedure should be implemented as outlined in Recommendation 2.

34. Recommendation 2: Development of an Unexpected Finds Procedure

Relics are historical archaeological resources of local or State significance and are protected in NSW under the Heritage Act 1977. Relics cannot be disturbed except with a permit or exception/exemption notification. Should unanticipated relics be discovered during the course of the project, work in the vicinity must cease and an archaeologist contacted to make a preliminary assessment of the find. The Heritage Council will require notification if the find is assessed as a relic.

Protection of Infrastructure – Water NSW

35. Frasers Property and Altis Property Partners will carry out the following as part of the development:

- a) **Access Consent:** WaterNSW have separate access to the pipeline corridor. The Proposed Development would ensure it does not alter this;
- b) **Security fencing:** ensure a security fence is erected on the boundary of the development site and the Warragamba Pipelines (minimum 1.8-metre-high chain wire with three (3) barbed wire strands);
- c) **Stormwater:** ensure that any stormwater from the corridor is not impeded and is accommodated within the development site's stormwater system;
- d) **Protection from damage from any works adjacent to the Warragamba Pipelines:** When undergoing any earthworks, civil infrastructure works or when constructing any buildings adjacent to the pipelines, exercise care to ensure that no damage occurs to the water supply infrastructure; and,
- e) **Vehicular access points:** During the construction period ensure access remains free for use by WaterNSW staff and contractor vehicles on 24 hours a day basis.

Ecologically Sustainable Development

36. Frasers Property and Altis Property Partners would investigate the following ESD measures in respect of:

1. Sustainability Management Principles

- Complete best-practice commissioning of all equipment and plant in the Proposed Development.
- Complete a Climate Risk Assessment with enacting sustainability design principles, to enable a more resource-resilient development.
- Commit to the ongoing efficient performance of the Proposed Development on energy and water grounds.

2. Indoor Environment Quality Principles

- Increase the amount and quality of fresh air within the working environment.

- Provide a quieter acoustic and softer lighting environment and enhance views and daylight.
- Use low embodied-energy materials and more durable product with a longer lifespan.

3. Energy Principles

- Create major new initiatives to lower peak power demands and reduce energy consumption at both peak and off-peak parts of the day.

4. Water Principles

- Improve and increase all recycle onsite water storage and rainwater for landscape irrigation and WC and urinal flushing. This will improve efficiency and lower usage of potable water.

5. Material Principles

- Build using materials that are more sustainably sourced or have sustainability credentials. Recycled material should be used wherever possible.
- Minimise the environmental impact of the products used through the life cycle of the building.
- Divert 90% or more of waste at the Site away from landfill.

6. Emission Principles

- Fit the buildings with new-age technology away from such devices as cooling towers, thereby reducing workers exposure to airborne ailments such as legionella.

Bushfire Protection

37. Frasers Property and Altis Property Partners will ensure that:

- a) Fire hydrants to be installed to comply with AS 2419.1 – 2005 Fire Hydrant Installations - System Design, Installation and Commissioning (AS 2419).
- b) Where overhead electrical transmission lines are installed no part of a tree should be closer to a powerline than the distance specified in "Guideline for managing vegetation near power lines" issued by Department of Energy, Utilities and Sustainability (ISSC 3, December 2005).
- c) Gas services are to be installed and maintained in accordance with AS/NZS 1596:2008.
- d) Implement a 20 metre (minimum) area of defendable space adjoining the western lots where these lots adjoin grassland / woodland vegetation.
- e) Implement a five (5) metre building setback from the 6 metre wide access trail along the southern edges of proposed Lots 15-18.
- f) Use cladding materials for the external surfaces of the development which are fire retardant materials such as metal sheeting, pre-cast cement panels or masonry.
- g) Undertake regular inspections and maintenance of the Managed Lands or curtilage / landscaped areas / hard standing areas within the proposed development is to be undertaken by the owners (or their agents) according to PBP (RFS, 2019).
- h) Maintain any retained areas of Managed Lands or curtilage / gardens within the development as an Inner Protection Area (IPA) in accordance with PBP (RFS 2019).
- i) Ensure that future landscape plantings within the site are in accordance with the requirements of Appendix 4 of Planning for Bushfire Protection (RFS 2019).

Hazards and Risks

38. If future tenants require storage of Dangerous Goods at quantities exceeding those assessed pursuant to the assessment undertaken by RiskCon Engineering, then RiskCon recommend that a review of the application of SEPP 33 be undertaken and where required, a Preliminary Hazard Analysis be performed.

APPENDIX 3 NOISE RECEPTOR LOCATIONS

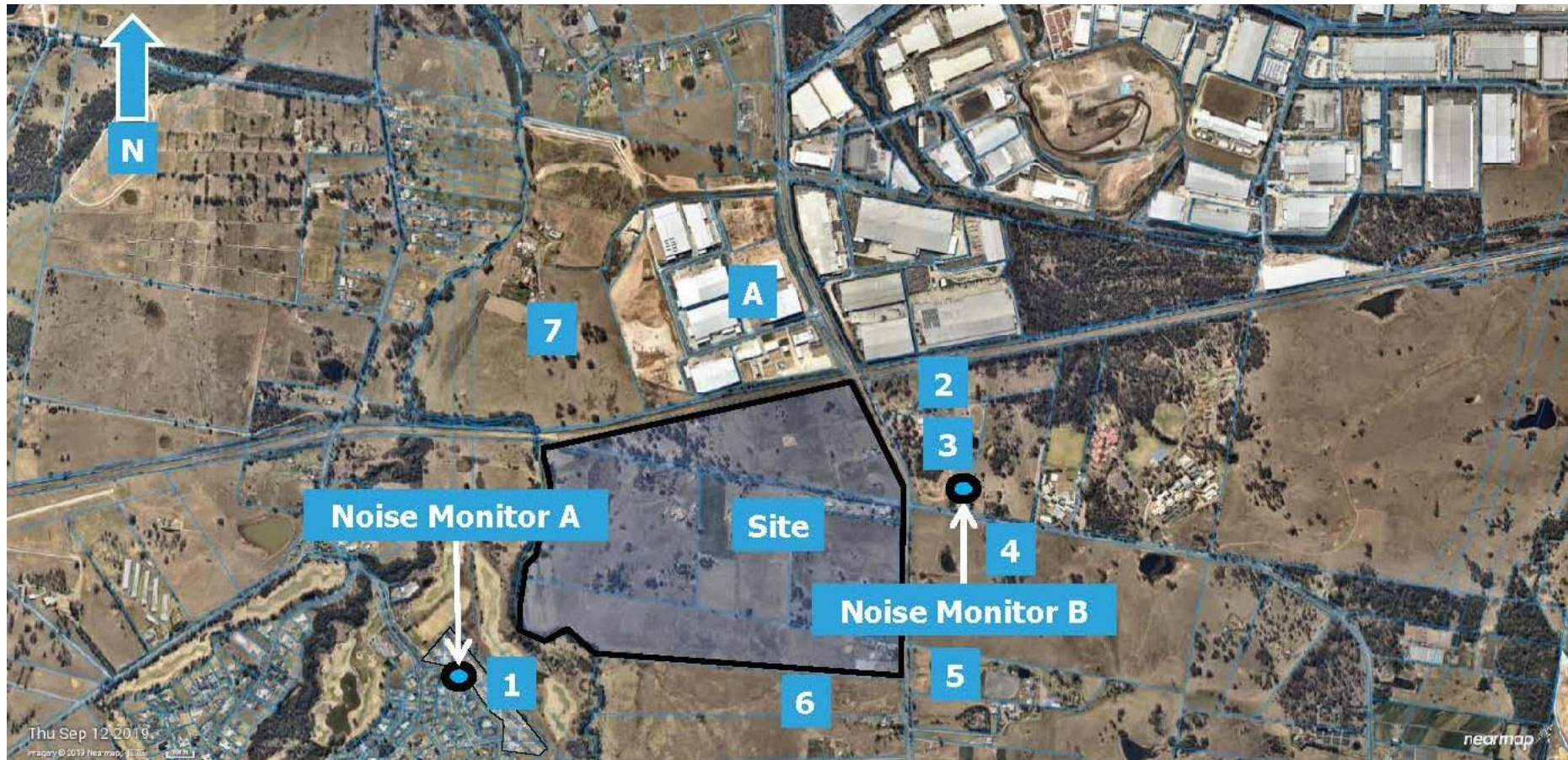


Figure 4: Noise Receptor Locations

APPENDIX 4 INCIDENT NOTIFICATION AND REPORTING REQUIREMENTS

WRITTEN INCIDENT NOTIFICATION REQUIREMENTS

1. A written incident notification addressing the requirements set out below must be submitted to the Planning Secretary via the Major Projects website within seven days after the Applicant becomes aware of an incident. Notification is required to be given under this condition even if the Applicant fails to give the notification required under condition C10 or, having given such notification, subsequently forms the view that an incident has not occurred.
2. Written notification of an incident must:
 - a. identify the development and application number;
 - b. provide details of the incident (date, time, location, a brief description of what occurred and why it is classified as an incident);
 - c. identify how the incident was detected;
 - d. identify when the applicant became aware of the incident;
 - e. identify any actual or potential non-compliance with conditions of consent;
 - f. describe what immediate steps were taken in relation to the incident;
 - g. identify further action(s) that will be taken in relation to the incident; and
 - h. identify a project contact for further communication regarding the incident.

INCIDENT REPORT REQUIREMENTS

3. Within 30 days of the date on which the incident occurred or as otherwise agreed to by the Planning Secretary, the Applicant must provide the Planning Secretary and any relevant public authorities (as determined by the Planning Secretary) with a detailed report on the incident addressing all requirements below, and such further reports as may be requested.
4. The Incident Report must include:
 - a. a summary of the incident;
 - b. outcomes of an incident investigation, including identification of the cause of the incident;
 - c. details of the corrective and preventative actions that have been, or will be, implemented to address the incident and prevent recurrence; and
 - d. details of any communication with other stakeholders regarding the incident.

APPENDIX 5 LETTER OF OFFER

15 December 2020

The Minister for Planning and Public Spaces
c/- NSW Department of Planning, Industry and Environment
Level 11, 4 Parramatta Square
12 Darcy Street
Parramatta NSW 2150
Attention Mr Peter Kim

Dear Minister

RE: IRREVOCABLE LETTER OF OFFER
PLANNING AGREEMENT - 657-769 Mamre Road, Kemps Creek– SSD9522

The parties to the proposed planning agreement being Altis Frasers JV Pty Ltd, Altis Bulky Retail Pty Limited, Frasers Property Industrial Constructions Pty Limited and The Trust Company (Australia) Ltd hereby irrecoverably agree to provide contributions and enter into a planning agreement with the Minister for Planning and Public Spaces as per the signed planning agreement annexed to this letter of offer.

Also please find enclosed six (6) executed copies of the Planning Agreement for land at 657-769 Mamre Road, Kemps Creek.

Should you have any queries, please do not hesitate to contact Paul Solomon from FPIC on 0417 480 730 or Stephen O'Connor from Altis on 0420 546 491.

Kind regards

FRASERS PROPERTY AUSTRALIA



Paul Solomon
Development Manager
Infrastructure and Approvals

ALTIS PROPERTY PARTNERS



Stephen O'Connor
Development Manager

Execution page

Signed, sealed and delivered by Altis Frasers JV Pty Ltd (ACN 640 585 897) as trustee of the ARET Frasers Project Trust in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of Director

Alastair Wright

Name of Director in full

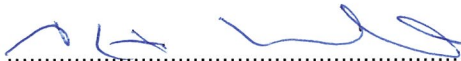


Signature of Director/Secretary

Shaun Hannah

Name of Director/Secretary in full

Signed, sealed and delivered by Altis Bulky Retail Pty Limited (ACN 164 432 124) in its capacity as trustee of Altis Bulky Sub Trust 3 in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of Director

Alastair Wright

Name of Director in full



Signature of Director/Secretary

Shaun Hannah

Name of Director/Secretary in full

Executed by Frasers Property Industrial Constructions Pty Limited (ACN 095 586 708) by its attorney pursuant to a Power of Attorney dated 15 December 2020

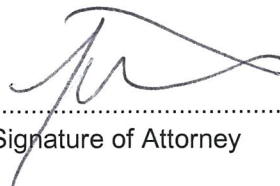
who states that he /she has no notice of revocation of the said Power of Attorney in the presence of:



Signature of Witness

Bree Jackson

Name of Witness in full



Signature of Attorney

IAN BARTER

Name of Attorney in full

**Executed by The Trust Company
(Australia) Limited** by its attorney
pursuant to a Power of Attorney dated
11 September 2020 who states that he
/she has no notice of revocation of the
said Power of Attorney in the presence
of:

B Jackson
Signature of Witness

Bree Jackson
Name of Witness in full

Alastair Wright
Signature of Attorney

Alastair Wright
Name of Attorney in full

Ian Barter
Signature of Attorney

IAN BARTER
Name of Attorney in full



ANNEXURE

SIGNED PLANNING AGREEMENT - 657-769 Mamre Road, Kemps Creek– SSD9522

Planning Agreement

Environmental Planning and Assessment Act 1979

657-769 Mamre Road, Kemps Creek

Minister for Planning and Public Spaces (ABN 20 770 707 468)

Altis Frasers JV Pty Ltd (ACN 640 585 897) in its capacity as trustee of the
ARET Frasers Project Trust

Altis Bulky Retail Pty Limited (ACN 164 432 124) in its capacity as trustee of
Altis Bulky Sub Trust 3

Frasers Property Industrial Constructions Pty Limited (ACN 095 586 708)

The Trust Company (Australia) Ltd (ACN 000 000 993)

The block contains three handwritten signatures in black ink. The top signature is a stylized, cursive 'M'. Below it, to the right, are two smaller, more fluid signatures. The bottom signature is a large, bold, cursive 'A'.

TABLE OF CONTENTS

1.	Definitions and interpretation	3
1.1	Definitions.....	3
1.2	Interpretation	8
2.	Operation and application of this deed	9
2.1	Operation.....	9
2.2	Planning agreement under the Act	9
2.3	Application.....	9
3.	Application of sections 7.11, 7.12 and 7.24 of the Act.....	10
4.	Development Contribution	10
4.1	Developer to provide Development Contribution	10
4.2	Acknowledgement.....	10
4.3	Provision of the Mamre Road Works Contribution	10
5.	Enforcement	10
5.1	Developer to provide Security	10
6.	Registration	10
6.1	Registration of deed	10
6.2	Evidence of registration.....	11
6.3	Release and discharge of deed	11
6.4	Interest in Land.....	11
6.5	Right to lodge caveat.....	12
7.	Dispute Resolution	12
7.1	Not commence	12
7.2	Written notice of dispute	12
7.3	Attempt to resolve.....	12
7.4	Mediation	12
7.5	Court proceedings	13
7.6	Not use information	13
7.7	No prejudice	13
8.	GST.....	13
8.1	Definitions.....	13
8.2	Intention of the parties.....	13
8.3	Reimbursement	13
8.4	Consideration GST exclusive.....	13
8.5	Additional Amounts for GST	14
8.6	Non monetary consideration.....	14
8.7	Assumptions	14
8.8	No merger.....	14
9.	Assignment and transfer	14
9.1	Right to assign or novate	14
9.2	Right to transfer Land	14
10.	Capacity.....	15
10.1	General warranties	15

10.2	Power of attorney.....	15
10.3	Trustee Developer – Altis Frasers JV	15
10.4	Trustee Developer – Altis Bulky Retail.....	17
10.5	Trustee Developer – The Trust Company	18
11.	Reporting requirement.....	20
12.	General Provisions	20
12.1	Entire deed	20
12.2	Variation	20
12.3	Waiver.....	20
12.4	Further assurances	20
12.5	Time for doing acts	20
12.6	Governing law and jurisdiction.....	21
12.7	Severance	21
12.8	Preservation of existing rights	21
12.9	No merger.....	21
12.10	Counterparts.....	21
12.11	Relationship of parties.....	21
12.12	Good faith.....	21
12.13	No fetter	21
12.14	Explanatory note	22
12.15	Expenses and stamp duty	22
12.16	Notices	22
	Schedule 1	23
	Schedule 2 – Address for Service.....	25
	Schedule 3 – Land	27
	Schedule 4 – Development Contribution	28
	Schedule 5 - Security	48
	Schedule 6 – Net Developable Area	52
	Schedule 7 – Landowners	55
	Execution page.....	56
	Annexure A - Mamre Road Works Plan	59
	Annexure B - Proposed Final Warehouse, Logistics and Industrial Facilities Hub Plan.....	62
	Annexure C – SSD-9522 Plan	64

This Planning Agreement is dated

Parties:

Minister for Planning and Public Spaces (ABN 20 770 707 468)

c/- NSW Department of Planning, Industry and Environment of Level 11, 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150

Altis Frasers JV Pty Ltd (ACN 640 585 897) in its capacity as trustee of the ARET Frasers Project Trust of Level 14, 60 Castlereagh Street, Sydney NSW 2000 (**Altis Frasers JV**)

Altis Bulky Retail Pty Limited (ACN 164 432 124) in its capacity as trustee of Altis Bulky Sub Trust 3 of Level 14, 60 Castlereagh Street, Sydney NSW 2000 (**Altis Bulky Retail**)

Frasers Property Industrial Constructions Pty Limited (ACN 095 586 708) of Level 2, 1C Homebush Bay Drive, Rhodes NSW 2138 (**Frasers**)

The Trust Company (Australia) Ltd (ACN 000 000 993) of Level 18, 123 Pitt Street, Sydney NSW 2000 (**The Trust Company**)

Introduction:

- A** The Landowner owns the Land.
- B** Altis Frasers JV, Altis Bulky Retail and Frasers propose to carry out the Development on the Land.
- C** Altis Bulky Retail and Frasers have made a Development Application to the Consent Authority in respect of Development on the Land.
- D** Clause 29 of the SEPP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of regional transport infrastructure and services (including the Erskine Park Link Road Network) in relation to the land to which the SEPP applies.
- E** The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by clause 29 of the SEPP.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this **deed**, unless the context clearly indicates otherwise:

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

Actual Cost means, in relation to the Mamre Road Works, the Final Certified Contract Cost inclusive of variations to achieve satisfactory completion by the Developer of the Mamre Road Works (as determined by the Roads Authority).

Additional Monetary Contribution means payment of a monetary contribution by the Developer to the Minister as may be required by clause 5 of Schedule 4.

Additional Monetary Contribution Notice takes its meaning from clause 5.2(c) of Schedule 4.

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Approved Actual Cost has the meaning given to it in clause 6.1(c)(ii) of Schedule 4.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Authorised Progress Claim Certificate means a certificate signed by the superintendent for the Mamre Road Works confirming that the Developer has paid the amount specified in that certificate to the third party contractor for work performed under the Construction Contract(s).

Available Credit takes its meaning from clause 7.4 of Schedule 4.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2020.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5pm on that day.

Contaminated Land Consultant means a certified environmental practitioner under the Environment Institute of Australia and New Zealand's Certified Environmental Practitioner (Site Contamination) (CEnvP(SC)) scheme or a certified professional soil scientist under the Soil Science Australia Certified Professional Soil Scientist Contaminated Site Assessment and Management (CPSS CSAM) scheme.

Contaminated Land Report means a report provided by the Contaminated Land Consultant to support the Contaminated Land Statement.

Contaminated Land Statement means a statement from the Contaminated Land Consultant.

CLM Act means the *Contaminated Land Management Act 1997* (NSW).

Commencement Date means the date this deed commences in accordance with clause 2.1 of this deed.

Consent Authority has the same meaning as in the Act.

Construction Contract means each contract between the Developer and a third party, meeting the requirements of clause 2.3 of Schedule 4, for the carrying out of the Mamre Road Works by that third party.

Contamination has the same meaning as in the CLM Act.

Costs means any loss, cost, fee, charge, expense, Tax, rate, fine, penalty or debts including those in connection with advisors and any compensation payable to any person in accordance with the law.

CoRD Holder Consent means the electronic document lodged through an ELNO that provides consent to the registration of instruments and plans.

CPI means the Consumer Price Index (All Groups Index) for Sydney published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

CPI Adjustment Date means 1 July 2021 and each anniversary of 1 July 2021 thereafter.

Credit Amount takes its meaning from clause 6.2(b) of Schedule 4.

Current CPI means the CPI number for the quarter ending 31 March in the relevant adjustment year.

Custodian means The Trust Company.

Dealing means in relation to the Land means, without limitation, selling, transferring, assigning, mortgaging, charging, disposing, encumbering or otherwise dealing with the Land.

Department means the NSW Department of Planning, Industry and Environment.

Developer means Altis Frasers JV, Altis Bulky Retail, Frasers and The Trust Company, unless otherwise specified in this deed.

Development means development involving the subdivision of the Land into approximately 29 lots, the erection of warehouses and offices on the Land and the creation of an internal road network, to give effect generally to the Proposed Final Warehouse, Logistics and Industrial Facilities Hub Plan at Annexure B, being:

- (a) development broadly in accordance with SSD-9522 lodged with the Department, including as indicated on the SSD-9522 Plan at Annexure C, and in accordance with any Development Consent granted to that application, including the demolition of existing structures, subdivision of the Land in 2 stages, erection of warehouses, intersection upgrade and road widening works at Mamre Road, earthworks, landscaping and provision of stormwater and other infrastructure and creation of an internal road network, and
- (b) other development, including further subdivision of the Land and the erection of warehouses and offices on the Land, proposed to be carried out by the Developer in accordance with further development applications.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the following contributions to be provided by the Developer in accordance with Schedule 4:

- (a) subject to clause 4.3, the Mamre Road Works Contribution;
- (b) the Mamre Road Works Land Contribution;

- (c) subject to clause 4.1 of Schedule 4, the Southern Link Road Land Contribution;
- (d) subject to clause 5.1 of Schedule 4, the Additional Monetary Contribution; and
- (e) SIC Top up Amount (if may be required).

Election Notice has the same meaning given to that term in clause 4.3 or clause 4.1 of Schedule 4.

ELNO has the same meaning as in the *Electronic Conveyancing National Law* (NSW).

Estimated Cost of the Mamre Road Works means the estimated cost of the Mamre Road Works (including the Road Works Design) as set out in the table in clause 1.2 of Schedule 4.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

Final Certified Contract Cost means the total sum of all the Authorised Progress Claim Certificates.

Five Year Period takes its meaning from clause 4.1(a) of Schedule 4.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Schedule 3.

Landowner means all the persons listed in Schedule 7.

Mamre Road Contribution means the:

- (a) Mamre Road Works Contribution; and
- (b) Mamre Road Works Land Contribution.

Mamre Road Works means works for widening Mamre Road in accordance with any Development Consent granted to SSD-9522, and as generally outlined in red on the Mamre Road Works Plan at Annexure A.

Mamre Road Works Contribution means the carrying out and completion of the Mamre Road Works by the Developer in accordance with the terms of this deed.

Mamre Road Works Land means the area of land required for the widening of Mamre Road, being at least 16,601 square metres to be used as a public road, generally as identified in green on the Proposed Final Warehouse, Logistics and Industrial Facilities Hub Plan at Annexure B as 'Mamre Road Widening Road Reserve'.

Mamre Road Works Land Contribution means the dedication of the Mamre Road Works Land as a public road by the Developer in accordance with the terms of this deed.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister for Planning and Public Spaces and includes the Secretary and the Nominated Officer.

Net Developable Area means the net developable area for that part of the Development to which Development Consent to SSD-9522 relates calculated in accordance with Schedule 6 and in the event of a dispute or ambiguity, as determined by the Secretary.

Nominated Officer means an officer of the Department for the time being holding a position nominated by the Secretary for the purposes of this deed.

Notional Monetary Contribution has the meaning given to that term by clause 1.4(a) of Schedule 4.

Occupation Certificate has the same meaning as in the Act.

Offset Amount means:

- (a) if applicable, the Estimated Cost of the Mamre Road Works or the Approved Actual Cost (if lower);
- (b) the Value of the Mamre Road Works Land; and
- (c) the Value of the Southern Link Road Land (if applicable).

Offset Certificate means a certificate issued by the Secretary as amended or replaced from time to time under this deed.

Plan of Subdivision means a plan of subdivision within the meaning of section 195 of the *Conveyancing Act 1919* (NSW).

Planning Application means:

- (a) a Development Application; or
 - (b) any other application required under the Act,
- relating to the Land.

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).

Remediation has the meaning given to it in *State Environmental Planning Policy No. 55 – Remediation of Land* and **Remediate** has a corresponding meaning.

Roads Authority has the meaning given to it in the *Roads Act 1993*, and for the purposes of this deed means Penrith City Council or Transport for NSW.

Road Works Deed means a deed or agreement entered into by the Roads Authority and the Developer regarding the design and construction of the Mamre Road Works and its handover to the Roads Authority by the Developer, if required by the Roads Authority.

Road Works Design means the design of the Mamre Road Works including project management, fees, investigations, consultant fees, studies or reports specifically required for the Mamre Road Works.

Security means one or more Bank Guarantees in the amounts specified as the 'Security Amount' in the table in Schedule 5 and on the terms specified in Schedule 5.

Secretary means the Secretary of the Department.

Section 138 Approval means a consent issued pursuant to section 138 of the *Roads Act 1993*.

SEPP means *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

SIC means a special infrastructure contribution determined in accordance with section 7.23 of the Act.

SIC Amount for the Development takes its meaning from clause 7.1(b) of Schedule 4.

SIC Determination means a determination by the Minister of a SIC for a special contributions area which includes the Land.

SIC Top up Amount takes its meaning from clause 7.2 of Schedule 4.

Southern Link Road Land means a minimum of 29,375 square metres of future road reserve to be used as a public road, generally identified by pink hatching on the Proposed Final Warehouse, Logistics and Industrial Facilities Hub Plan at Annexure B and referred to in SSD-9522 lodged with the Department.

Southern Link Road Land Contribution means the dedication of the Southern Link Road Land as a public road by the Developer, in accordance with the terms of this deed.

Subdivision Certificate has the same meaning as in the Act.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

Transport for NSW means Transport for NSW constituted under section 3C of the *Transport Administration Act 1988*.

Value of the Mamre Road Works Land means the value of the Mamre Road Works Land as calculated and notified to the Minister in accordance with clause 1.3 of Schedule 4 (subject to indexation in accordance with clause 3.2(c) of Schedule 4 and any reduction in accordance with clause 3.5(e) of Schedule 4).

Value of the Southern Link Road Land means the value of the Southern Link Road as calculated and notified to the Minister in accordance with clause 1.3 of Schedule 4 (subject to indexation in accordance with clause 4.2(c) of Schedule 4 and any reduction in accordance with clause 4.5(e) of Schedule 4).

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation made under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, or a **schedule** is a reference to the introduction, a clause, or a schedule to or of this deed;

- (e) **clause headings, the introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

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

3. Application of sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act is excluded to the extent stated in Schedule 1.

4. Development Contribution

4.1 Developer to provide Development Contribution

The Developer undertakes to provide, or procure the provision of, the Development Contribution to the Minister or the Roads Authority in accordance with the provisions of Schedule 4.

4.2 Acknowledgement

The Developer acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay any amounts to the Developer in connection with this deed; and
- (b) in circumstances where the Development Contribution is made to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

4.3 Provision of the Mamre Road Works Contribution

- (a) This clause 4.3 applies where the Developer is the owner of the part of the Land on which the Mamre Road Works is to be carried out.
- (b) The Developer may, at any time prior to 31 December 2023, provide the Minister with a notice which states that the Developer intends to provide the Mamre Road Works Contribution as a Development Contribution (**Election Notice**).
- (c) The Election Notice must include:
 - (i) copies of the relevant folios of the Register for the part of the Land on which the Mamre Road Works is to be carried out; and
 - (ii) copies of any applicable approvals to carry out the Mamre Road Works.

5. Enforcement

5.1 Developer to provide Security

The Developer has agreed to provide Security to the Minister for the performance of the Developer's obligations under this deed by:

- (a) agreeing to register this deed in accordance with clause 6; and
- (b) providing the Security in accordance with the terms and procedures set out in Schedule 5.

6. Registration

6.1 Registration of deed

- (a) The Developer agrees to procure the registration of this deed under the Real Property Act in the relevant folios of the Register:

- (i) in relation to Lot 1 DP1018318 and Lot 34 DP1118173, on the date the Developer becomes the owner of that land; and
 - (ii) in relation to the Land except Lot 1 DP1018318 and Lot 34 DP1118173, on the date that is 10 Business Days of receiving a copy of this deed executed by the Minister,
- including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.
- (b) To procure registration of this deed as required in clause 6.1(a), the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
 - (i) the consent of each person, as required by the Registrar-General, who:
 - (A) has an estate or interest in that land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in that land,
 to the registration of this deed on the title to that land and to the terms of this deed;
 - (ii) the execution of any documents;
 - (iii) the production of the relevant certificates of title or electronic lodgement of the relevant CoRD Holder Consents through an ELNO; and
 - (iv) the lodgement of this deed in a registrable form at the NSW Land Registry Services for registration by the Registrar-General in the relevant folios of the Register for that land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

6.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 6.1(b)(iv) within 10 Business Days of such lodgement at the NSW Land Registry Services.
- (b) The Developer will provide the Minister with copies of the relevant folios of the Register and copies of the registered dealings containing this deed within 10 Business Days of receipt of notice of registration of this deed.

6.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

6.4 Interest in Land

The Trust Company represents and warrants that it is:

- (a) the owner of part of the Land, being Lot X DP421633, Lot Y DP421633 and Lot 22 DP258414; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 6.1(b)(i) to assist, cooperate and to otherwise do all things necessary for Altis Frasers JV, Altis Bulky Retail and Frasers to comply with their obligations under clause 6.

The Trust Company, Altis Frasers JV and Frasers, in their capacity as Developer, represent and warrant that one or more of them are:

- (a) legally and beneficially entitled to become the owners of the other part of the Land and will, subject to exercising their options, become the legal and beneficial owners of that part of the Land; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 6.1(b)(i) to assist, cooperate and to otherwise do all things necessary for them to comply with their obligations under clause 6.

6.5 Right to lodge caveat

- (a) Subject to clause 6.5(b) until such time as this deed is registered on the title to Lot X DP421633, Lot Y DP 421633 and Lot 22 DP258414 in accordance with clause 6.1, The Trust Company acknowledges that this deed confers on the Minister an interest in Lot X DP421633, Lot Y DP 421633 and Lot 22 DP258414 and entitles the Minister to lodge and maintain a caveat on the title to Lot X DP421633, Lot Y DP 421633 or Lot 22 DP258414 to prevent any Dealing in respect of Lot X DP421633, Lot Y DP 421633 or Lot 22 DP258414.
- (b) If the Minister lodges a caveat in accordance with clause 6.5(a), then the Minister will do all things reasonably necessary to:
 - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
 - (ii) remove the caveat from the title to Lot X DP421633, Lot Y DP421633 or Lot 22 DP258414 promptly, following registration of this deed in accordance with clause 6.1.
- (c) If, after 10 Business Days of receipt of a copy of this deed executed by the Minister, The Trust Company has failed or has been unable to achieve the registration of this deed on the title to Lot X DP 421633, Lot Y DP 421633 or Lot 22 DP258414 in accordance with clause 6.1, the Trust Company must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 6.5(a) to lodge and withdraw a caveat(s) (as applicable).

7. Dispute Resolution

7.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 7.

7.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

7.3 Attempt to resolve

On receipt of notice under clause 7.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

7.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 7.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

7.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 7.2 then any party which has complied with the provisions of this clause 7 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

7.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 7 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 7 for any purpose other than in an attempt to settle the dispute.

7.7 No prejudice

This clause 7 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

8. GST

8.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

8.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

8.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

8.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must

not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 8.4.

8.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

8.6 Non monetary consideration

Clause 8.5 applies to non-monetary consideration.

8.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 8.5 the Developer must assume the Minister is not entitled to any input tax credit.

8.8 No merger

This clause does not merge on completion or termination of this deed.

9. Assignment and transfer

9.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
 - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and
 - (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 9.1.

9.2 Right to transfer Land

- (a) Subject to clause 9.2(b), the Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land:
 - (i) on which this deed remains registered under section 7.6 of the Act; or

- (ii) for which a Development Contribution required under this deed remain outstanding.
- (b) The Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
 - (i) provides or procures the provision of a bond or Bank Guarantee by the Transferee to the Minister which is equal to the monetary value of the outstanding Development Contribution, and satisfies the Minister that this deed is registered under section 7.6 of the Act over that part of the Land;
 - (ii) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
 - (iii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
 - (iv) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 9.2.

10. Capacity

10.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

10.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

10.3 Trustee Developer – Altis Frasers JV

- (a) Altis Frasers JV Pty Ltd (ACN 640 585 897) (**Trustee**) enters into this deed in its capacity as trustee for the ARET Frasers Project Trust (**Trust**) constituted by a trust deed (**Trust Deed**). The Trustee:
 - (i) warrants that:
 - (A) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
 - (B) entry into this deed is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed;

- (C) it is not in breach of the Trust Deed;
- (D) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed;
- (E) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed; and
- (F) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the Trust Deed; and
- (ii) indemnifies the Minister, and agrees to keep the Minister indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 10.3(a)(i).
- (b) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
 - (i) the Trustee must procure that the replacement trustee enters into a new deed with the Minister on the same terms as this deed;
 - (ii) the Trustee (as outgoing trustee) must procure an agreement from the Minister, under which the Minister releases the Trustee from the requirement to observe and perform any future obligation under this deed;
 - (iii) the Trustee (as outgoing trustee) must release the Minister, from the requirement to observe and perform any future obligation under this deed; and
 - (iv) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Minister in relation to entering into a new deed under this clause 10.3(b) and the costs and expenses of registering any new deed on the title to the Land.
- (c) Subject to clause 10.3(e), liability arising under or in connection with this deed (except under or in connection with clause 10.3(a) above) is limited and can be enforced against the Trustee only to the extent to which the Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of the Trust. This limitation of the Trustee's liability extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (d) No party to this deed or any person claiming through or on behalf of them will be entitled to:
 - (i) claim from or commence proceedings against the Trustee in respect of any liability in any capacity other than as the trustee of the Trust;
 - (ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Trustee, or prove in any liquidation, administration or arrangement of or affecting the Trustee, except in relation to the assets of the Trust; or
 - (iii) enforce or seek to enforce any judgment in respect of a liability under this deed or otherwise against the Trustee in any capacity other than as Trustee of the Trust,
 except under or in connection with clause 10.3(a) above.
- (e) Notwithstanding any other provision of this deed, clauses 10.3(c) and 10.3(d) do not apply to any obligation or liability of the Trustee to the extent to which there is, in respect of that obligation or liability, whether under the Trust Deed or by operation of law, a reduction in the

extent of the Trustee's indemnification, or loss of the Trustee's right of indemnification, out of the assets of the Trust as a result of Trustee's failure to properly perform its duties as trustee of the Trust.

- (f) Nothing in clause 10.3(e) will make the Trustee liable for any claim for an amount greater than the amount which the Minister would have been able to claim and recover from the assets of the Trust in relation to the relevant obligation or liability if the Trustee's right of indemnification, out of the assets of the Trust had not been prejudiced by the failure of the Trustee to properly perform its duties.

10.4 Trustee Developer – Altis Bulky Retail

- (a) Altis Bulky Retail Pty Limited (ACN 164 432 124) (**Trustee**) enters into this deed in its capacity as trustee for the Altis Bulky Sub Trust 3 (**Trust**) constituted by a trust deed (**Trust Deed**). The Trustee:
 - (i) warrants that:
 - (A) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
 - (B) entry into this deed is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed;
 - (C) it is not in breach of the Trust Deed;
 - (D) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed;
 - (E) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed; and
 - (F) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the Trust Deed; and
 - (ii) indemnifies the Minister, and agrees to keep the Minister indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 10.4(a)(i).
- (b) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
 - (i) the Trustee must procure that the replacement trustee enters into a new deed with the Minister on the same terms as this deed;
 - (ii) the Trustee (as outgoing trustee) must procure an agreement from the Minister, under which the Minister releases the Trustee from the requirement to observe and perform any future obligation under this deed;
 - (iii) the Trustee (as outgoing trustee) must release the Minister, from the requirement to observe and perform any future obligation under this deed; and
 - (iv) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Minister in relation to entering into a new deed under this clause 10.4(b) and the costs and expenses of registering any new deed on the title to the Land.

- (c) Subject to clause 10.4(e), liability arising under or in connection with this deed (except under or in connection with clause 10.4(a) above) is limited and can be enforced against the Trustee only to the extent to which the Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of the Trust. This limitation of the Trustee's liability extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (d) No party to this deed or any person claiming through or on behalf of them will be entitled to:
 - (i) claim from or commence proceedings against the Trustee in respect of any liability in any capacity other than as the trustee of the Trust;
 - (ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Trustee, or prove in any liquidation, administration or arrangement of or affecting the Trustee, except in relation to the assets of the Trust; or
 - (iii) enforce or seek to enforce any judgment in respect of a liability under this deed or otherwise against the Trustee in any capacity other than as Trustee of the Trust,
 except under or in connection with clause 10.4(a) above.
- (e) Notwithstanding any other provision of this deed, clauses 10.4(c) and 10.4(d) do not apply to any obligation or liability of the Trustee to the extent to which there is, in respect of that obligation or liability, whether under the Trust Deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or loss of the Trustee's right of indemnification, out of the assets of the Trust as a result of Trustee's failure to properly perform its duties as trustee of the Trust.
- (f) Nothing in clause 10.4(e) will make the Trustee liable for any claim for an amount greater than the amount which the Minister would have been able to claim and recover from the assets of the Trust in relation to the relevant obligation or liability if the Trustee's right of indemnification, out of the assets of the Trust had not been prejudiced by the failure of the Trustee to properly perform its duties.

10.5 Trustee Developer – The Trust Company

- (a) In this clause 10.5, "Obligations" means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Custodian under or in respect of this document, "Assets" includes all assets, property and rights real and personal of any value whatsoever of the Trust, "trust" means the ARET Frasers Project Trust and "Trustee" means Altis Frasers JV Pty Ltd or any replacement Trustee of the Trust from time to time.
- (b) The Custodian enters into this document as custodian for the ARET Frasers Project Trust and in no other capacity.
- (c) The parties other than the Custodian acknowledge that the Obligations are incurred by the Custodian solely in its capacity as a custodian of the Assets of the trust and as custodian of the Trustee and that the Custodian will cease to have any Obligation under this document if the Custodian ceases for any reason to be custodian of the Assets of the trust.
- (d) Subject to the provisions of this clause, the Custodian will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified by the Trustee or except out of the Assets against which it is entitled to be indemnified in respect of any liability incurred by it. The

Obligation of the Trustee to indemnify the Custodian and the right of the Custodian to be indemnified out of the Assets are limited.

- (e) The parties other than the Custodian may enforce their rights against the Custodian arising from non-performance of the Obligations only to the extent of the Custodian's indemnity as provided above in clause 10.5(d).
- (f) Subject to the provisions of clause 10.5(h), if any party other than the Custodian does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:
 - (i) bringing proceedings against the Custodian in its personal capacity; or
 - (ii) applying to have the Custodian wound up or proving in the winding up of the Custodian.
- (g) Subject to the provisions of clause 10.5(h), the parties other than the Custodian waive their rights and release the Custodian from any personal liability whatsoever, in respect of any loss or damage:
 - (i) which they may suffer as a result of any:
 - (A) breach of the Custodian of any of its Obligations; or
 - (B) non-performance by the Custodian of the Obligations; and
 - (ii) which cannot be paid or satisfied from the indemnity set out above clause 10.5(d) in respect of any liability incurred by it.
- (h) The parties other than the Custodian acknowledge that the whole of this document is subject to this clause and the Custodian shall in no circumstances be required to satisfy any liability arising under, or for non-performance or breach of any Obligations under or in respect of this document or under or in respect of any other document to which it is expressed to be a party out of any funds, property or Assets other than to the extent that this document requires satisfaction out of the Assets of the trust under the Custodian's control and in its possession as and when they are available to the Custodian to be applied in exoneration for such liability under the terms of this document between the Trustee and the Custodian provided that if the liability of the Custodian is not fully satisfied out of the Assets of the trust as referred to in this clause, the Custodian will be liable to pay out of its own funds, property and Assets the unsatisfied amount of that liability but only to the extent of the total amount, if any, by which the Assets of the Trust have been reduced by reasons of fraud, negligence or breach of this document between the Custodian and Trustee in the performance of the Custodian's duties.
- (i) The parties acknowledge that the Trustee is responsible for performing a variety of Obligations relating to the trust, including under this document. The parties agree that no act or omission of the Custodian (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the Custodian to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person to fulfil its Obligations relating to the trust or by any other act or omission of the Trustee or any other person.
- (j) No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the Custodian in a way which exposes the Custodian to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the Custodian for the purposes of this clause.

11. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents, Subdivision Certificates and Occupation Certificates issued in relation to the Development;
 - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a forecast in relation to the anticipated progression and completion of the Mamre Road Works (if to be provided as a Development Contribution under this deed); and
 - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

12. General Provisions

12.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

12.2 Variation

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

12.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

12.4 Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this deed.

12.5 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

12.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

12.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

12.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

12.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

12.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

12.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

12.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

12.13 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

12.14 Explanatory note

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

12.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs, valuation costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all reasonable costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 12.15(a) and (b):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

12.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by prepaid ordinary mail within Australia; or
 - (iii) sent by email.
 - (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iii) sent by email:
 - (A) before 5pm on a Business Day, on that Day;
 - (B) after 5pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that it is not a Business Day, on the next Business Day after it is sent,
- and the sender does not receive a delivery failure notice.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

Requirement under the Act	This deed
Planning instrument and/or development application – (section 7.4(2)) The Developer has: <ul style="list-style-type: none"> (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. 	<ul style="list-style-type: none"> (a) No (b) Yes (c) No
Description of land to which this deed applies – (section 7.4(3)(a))	See Schedule 3
Description of development to which this deed applies – (section 7.4(3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this deed applies – (section 7.4(3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this deed – (section 7.4(3)(c))	See Schedule 4
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(3)(d))	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development.
Applicability of section 7.24 of the Act – (section 7.4(3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 7.11 applies – (section 7.4(3)(e))	No
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 7
Enforcement of this deed – (section 7.4(3)(g))	See clause 5 and clause 6

Requirement under the Act	This deed
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 12.13

Table 2 – Other matters

Requirement under the Act	This deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 6)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	No

Schedule 2 – Address for Service

(clause 1.1)

Minister

Contact: The Secretary

Address: Department of Planning, Industry and Environment
Level 11, 4 Parramatta Square, 12 Darcy Street
PARRAMATTA NSW 2050

Email: planningagreements@planning.nsw.gov.au

Altis Frasers JV The Company Directors and Secretary, Altis Frasers JV Pty Ltd

Contact: Paul Solomon

Address: c/-Frasers Property Australia Pty Limited
Level 2, IC Homebush Bay Drive
RHODES NSW 2138

Email: paul.solomon@frasersproperty.com.au

Altis Bulky Retail Limited The Company Directors and Secretary, Altis Bulky Retail Pty

Contact: Stephen O'Connor

Address: c/-Altis Property Partners Pty Ltd
Level 14, 60 Castlereagh Street
SYDNEY NSW 2000

Email: stephen.oconnor@altisproperty.com.au

Frasers The Company Directors and Secretary, Frasers Property Industrial
Constructions Pty Limited

Contact: Paul Solomon

Address: c/-Frasers Property Australia Pty Limited
Level 2, 1C Homebush Bay Drive
RHODES NSW 2138

Email: paul.solomon@frasersproperty.com.au

The Trust Company: The Company Directors and Secretary
The Trust Company (Australia) Ltd

Contact: Trent Franklin

Address: Level 18, 123 Pitt Street
SYDNEY NSW 2000

Email: trent.franklin@perpetual.com.au

Schedule 3 – Land

(clause 1.1)

Lots	Deposited Plan	Landowner
34	1118173	Lantoo Pty Limited
1	1018318	Ahmed Fiazuddin & Rubina Fareen
X	421633	The Trust Company (Australia) Limited
Y	421633	The Trust Company (Australia) Ltd
22	258414	The Trust Company (Australia) Ltd

Schedule 4 – Development Contribution

(clause 4)

1. Development Contribution**1.1 Development Contribution, excluding Mamre Road Works Contribution**

If the Developer does not issue an Election Notice to the Minister in accordance with clause 4.3 of its intention to provide the Mamre Road Works Contribution, the Developer undertakes to provide the Development Contribution to the Minister or the Roads Authority in the manner as set out in the table below:

Item	Development Contribution	Estimated cost/value	Timing
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1.	Mamre Road Works Land Contribution	\$425 per square metre of land that comprises the Mamre Road Works Land	The earlier of: within three months of receiving approval from the Roads Authority to register the proposed Plan of Subdivision or other plan that on registration would dedicate the Mamre Road Works Land as a public road; and 31 December 2024.
2.	Southern Link Road Land Contribution (if required)	\$425 per square metre of land that comprises the Southern Link Road Land	Subject to clause 4.1 of this Schedule 4, the earlier of within: three months of receiving approval from the Roads Authority to register the proposed Plan of Subdivision or other plan that on registration would dedicate the Southern Link Road Land as a public road; and 12 months of the issue of the Election Notice pursuant to clause 4.1 of this Schedule 4.
3.	Additional Monetary Contribution (if requested)	An amount calculated in accordance with clause 5.2 of this Schedule 4.	Subject to clause 5.1 of this Schedule 4, within 30 days of the Minister issuing an Additional Monetary Contribution Notice to the Developer.
4.	SIC Top up Amount (if any is required)	An amount calculated in accordance with clause 7.2 of this Schedule 4 .	Subject to clause 7.2 of this Schedule 4, within 30 days of the Minister issuing notice to the Developer to pay the SIC Top up Amount.

1.2 Development Contribution, including Mamre Road Works Contribution

If the Developer issues an Election Notice to the Minister in accordance with clause 4.3 of its intention to provide the Mamre Road Works Contribution, the Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Item	Development Contribution	Estimated cost/value	Timing
1.	Mamre Road Works Contribution	\$20,720,460	By 31 December 2025.
2.	Mamre Road Works Land Contribution	\$425 per square metre of land that comprises the Mamre Road Works Land	The earlier of within: three months of receiving approval from the Roads Authority to register the proposed Plan of Subdivision or other plan that on registration would dedicate the Mamre Road Works Land as a public road; and 12 months of completion of the Mamre Road Works.
3.	Southern Link Road Land Contribution (if required)	\$425 per square metre of land that comprises the Southern Link Road Land	Subject to clause 4.1 of this Schedule 4, the earlier of within: three months of receiving approval from the Roads Authority to register the proposed Plan of Subdivision or other plan that on registration would dedicate the Southern Link Road Land as a public road; and 12 months of the issue of the Election Notice pursuant to clause 4.1 of this Schedule 4.
4.	SIC Top up Amount (if any is required)	An amount calculated in accordance with clause 7.2 of this Schedule 4.	Subject to clause 7.2 of this Schedule 4, within 30 days of the Developer receiving notice from the Minister to pay the SIC Top up Amount.

1.3 Value of the Development Contribution

- (a) The value of each item of the Development Contribution is specified in the third column of the tables above.

- (b) Prior to dedication of the Mamre Road Works Land as a public road, or the dedication of the Southern Link Road Land as a public road in accordance with this deed, the Developer must procure a survey of the Mamre Road Works Land or the Southern Link Road Land (as the case may be) by a registered surveyor, for the purpose of calculating the Value of the Mamre Road Works Land or the Value of the Southern Link Road Land (**Land Survey**).
- (c) The Value of the Mamre Road Works Land or the Value of the Southern Link Road Land will be an amount equal to the sum represented by '\$[X]' in the following formula:

For the Mamre Road Works Land:

$$\$[X] = \text{SQM} \times \$425$$

For the Southern Link Road Land:

$$\$[X] = \text{SQM} \times \$425$$

'SQM' means the number of square metres comprised in the Mamre Road Works Land or the Southern Link Road Land, as determined by the Land Survey.

- (d) As soon as reasonably practicable upon completion of the Land Survey, the Developer will provide notice in writing to the Minister of the Value of the Mamre Road Works Land or the Value of the Southern Link Road Land (as the case may be).

1.4 Development Contribution as a Monetary Contribution

- (a) The Minister and Developer acknowledge and agree that if the Developer were to provide the Development Contribution as a monetary contribution, the Development Contribution would be an amount equal to the sum represented by 'X' in the following formula:

$$X = N \times \text{WCR (Notional Monetary Contribution)}$$

"N" means the number of hectares comprised in the Net Developable Area for that part of the Development to which the Development Consent to SSD 9522 relates.

"WCR" is the amount representing the notional monetary contribution rate, which:

- (i) at the date of this deed is \$200,000; and
- (ii) is adjusted in accordance with clause 1.4(b) of this Schedule 4.
- (b) The value of WCR is to be adjusted by multiplying \$200,000 by an amount equal to the CPI applicable at the date for which the determination of the Notional Monetary Contribution must be made under clause 5.2 or 6.2 of this Schedule 4.

2. Mamre Road Works

2.1 Application

This clause 2 applies where the Developer has issued an Election Notice to the Minister in accordance with clause 4.3 of its intention to provide the Mamre Road Works Contribution.

2.2 Conditions to Commencement of the Mamre Road Works

Prior to commencement of the Mamre Road Works, the Developer must:

- (a) if Development Consent is required — provide evidence to the Minister that it has obtained Development Consent for the Mamre Road Works;
- (b) if required by the Roads Authority to enter into a Road Works Deed:
 - (i) enter into a Road Works Deed, on such terms and conditions as are:
 - (A) consistent with the requirements of this deed, including this Schedule 4; and
 - (B) acceptable to the Roads Authority and the Minister; and
 - (ii) provide to the Minister a copy of the executed Road Works Deed to carry out the Mamre Road Works; and
 - (iii) provide evidence to the Minister of the Security provided for of the Mamre Road Works in accordance with Schedule 5 to this deed, and
- (c) if a Section 138 Approval is required in relation to the Mamre Road Works, provide to the Minister a copy of the Section 138 Approval.

2.3 Construction Contract for the Mamre Road Works

- (a) The Developer must provide written notice to the Minister which confirms that it intends to commence the Mamre Road Works (**Notice**). The Developer may only enter into a Construction Contract with a contractor who is:
 - (i) appointed under the competitive tender process on an arm's length basis; and
 - (ii) approved by the Roads Authority and meets all of the Roads Authority's requirements.
- (b) The Developer must undergo a competitive tender process in awarding a Construction Contract for the Mamre Road Works and provide evidence of such tender process to the Minister within 10 Business Days of awarding the Construction Contract.
- (c) The Notice must be accompanied by a copy of each Construction Contract in place for the Mamre Road Works.
- (d) If further Construction Contract(s) are entered into after the Notice has been issued the Developer must provide a written notice to the Minister of that fact as soon as is practicable and follow the process for appointing a construction contractor described in clause 2.3(b) above. The Developer will provide the Minister with a copy of the further Construction Contract(s).
- (e) Each Construction Contract must:
 - (i) identify a superintendent for the Mamre Road Works;
 - (ii) provide a reasonable itemisation of works comprising the Mamre Road Works, which, in relation to construction work, may be by a bill of quantities;
 - (iii) identify the contract value for each item of the Mamre Road Works; and
 - (iv) identify the terms and conditions applicable to the carrying out of the Mamre Road Works.

2.4 Timing of Mamre Road Works

If the Developer issues an Election Notice to the Minister in accordance with clause 4.3, the Developer must complete the Mamre Road Works in accordance with the Road Works Deed and by no later than the time specified in the table in clause 1.2 of this Schedule 4.

2.5 Estimated Cost and Actual Cost of the Mamre Road Works

- (a) The parties agree that on each CPI Adjustment Date, the Estimated Cost of the Mamre Road Works is to be adjusted by multiplying that cost by an amount equal to the Current CPI divided by the Base CPI.
- (b) The parties agree that if the Actual Cost of the Mamre Road Works is more than the Estimated Cost of the Mamre Road Works, the portion of Offset Amount the Developer may receive by carrying out the Mamre Road Works is the Estimated Cost of the Mamre Road Works.
- (c) The parties agree that the Minister may make any reasonable determination required to be made for the purpose of calculating the Actual Cost of the Mamre Road Works, following consultation with the Developer, acting in good faith and having proper regard to all matters put before the Minister by the Developer.

3. Mamre Road Works Land

3.1 Provision of the Mamre Road Works Land Contribution

The Developer must provide the Mamre Road Works Land Contribution in accordance with this clause 3.

3.2 Valuation of the Mamre Road Works Land

- (a) The parties agree that the portion of the Offset Amount that the Developer may receive by dedicating the Mamre Road Works Land as a public road, is the Value of the Mamre Road Works Land.
- (b) Subject to clauses 3.2(c) and 3.5(e) of this Schedule 4, the Minister will recognise the amount calculated and notified to the Minister in accordance with clause 1.3 of Schedule 4, as applicable, as the Value of the Mamre Road Works Land.
- (c) The parties agree, on each CPI Adjustment Date, the Value of the Mamre Road Works Land will be adjusted by multiplying the amount calculated and notified to the Minister in accordance with clause 1.3 of this Schedule 4 by an amount equal to the Current CPI divided by the Base CPI until an Offset Certificate is issued to the Developer that sets out the portion of the Offset Amount that has been credited for the Mamre Road Works Land Contribution.

3.3 Subdivision of the Mamre Road Works Land

- (a) In order to dedicate the Mamre Road Works Land in accordance with clause 3.5 of this Schedule 4, the Developer must (at its cost) obtain Development Consent (if any is required) and any other necessary approvals, in connection with a proposed Plan of Subdivision or other plan that on registration will dedicate the Mamre Road Works Land as a public road in accordance with section 9 of the *Roads Act 1993*.
- (b) The Developer must comply with any conditions of Development Consent and other approvals.

3.4 Timing for Provision of the Mamre Road Works Land Contribution

- (a) The Developer must provide the Mamre Road Works Land Contribution in accordance with this deed by no later than the time specified in the table in clause 1 of this Schedule 4 (as applicable) (**Mamre Road Works Land Dedication Date**).
- (b) Notwithstanding the time provided in the table in clause 1 of this Schedule 4 for the provision of the Mamre Road Works Land Contribution, the Minister is to, subject to the following conditions being met by the Developer, agree to extend the time by which the Mamre Road Works Land Contribution is to be provided by up to six months, if the Developer has not received approval from the Roads Authority to register the proposed Plan of Subdivision or other plan referred to in clause 3.5(a)(i) of this Schedule 4 within six months of the timeframe provided in clause 3.5(a)(i) of this Schedule 4 for delivery to the Roads Authority for its approval:
 - (i) any request by the Developer for an extension of time by which the Mamre Road Works Land Contribution is to be provided must be in writing;
 - (ii) the request must specify:
 - (A) any reason of which the Developer is aware for the failure of the Roads Authority to approve the proposed Plan of Subdivision or other plan;
 - (B) the proposed extension period; and
 - (C) the steps the Developer will take to ensure the Mamre Road Works Land Contribution is provided within the extension period specified in that request.
- (c) The Developer may request an extension of up to six months on more than one occasion in accordance with clause 3.4(b) of this Schedule 4. The Minister, subject to the conditions in that clause being met, is to grant the extension, but not so as to extend the time specified in the applicable table in clause 1 of this Schedule 4 by more than two years.

3.5 Dedication of the Mamre Road Works Land

- (a) In satisfying its obligation under clause 3.4(a) of this Schedule 4, the Developer must:
 - (i) deliver to the Roads Authority for approval a proposed Plan of Subdivision or other plan that bears a statement of intention to dedicate the Mamre Road Works Land as a public road as provided by section 9 of the *Roads Act 1993*:
 - (A) if the Developer does not issue an Election Notice to the Minister in accordance with clause 4.3 of its intention to provide the Mamre Road Works Contribution, by 31 January 2024;
 - (B) if the Developer issues an Election Notice to the Minister in accordance with clause 4.3 of its intention to provide the Mamre Road Works Contribution, within 30 days of the issue of that Election Notice;
 - (ii) deliver to the Roads Authority a Contaminated Land Report and Contaminated Land Statement from a Contaminated Land Consultant in respect of the Mamre Road Works Land which:
 - (A) state that the Mamre Road Works Land is suitable or will be suitable for the purposes of a road as at the Mamre Road Works Land Dedication Date;
 - (B) are addressed to the Minister and the Roads Authority; and

- (C) are otherwise on terms satisfactory to the Minister and Roads Authority (acting reasonably);
 - (iii) upon receipt of approval from the Roads Authority to register the proposed Plan of Subdivision or other plan that bears a statement of intention to dedicate the Mamre Road Works Land as a public road referred to in clause 3.5(a)(i) of this Schedule 4, lodge that proposed Plan of Subdivision or other plan at the NSW Land Registry Services for registration;
 - (iv) promptly comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the dedication of the Mamre Road Works Land as a public road; and
 - (v) take any other necessary action to give effect to the dedication of the Mamre Road Works Land as a public road free of all encumbrances (including any mortgages, easements, covenants and planning agreements) and affectations (including any charge or liability for rates, Taxes and charges) other than service easements or such other encumbrances as agreed by the Minister or the Roads Authority in writing.
- (b) If the Developer does not comply with clause 3.5(a)(ii), the Minister or Roads Authority may:
- (i) refuse to accept the dedication the Mamre Road Works Land; and
 - (ii) require that the Developer undertake works, at the Developer's cost and within a timeframe determined by the Minister or the Roads Authority (acting reasonably), so as to enable the Developer to comply with clause 3.5(a)(ii),
- in which case the Developer must comply with the Minister's requirements.
- (c) For avoidance of doubt, clause 3.5(a)(v) of this Schedule 4 does not apply in relation to encumbrances or affectations being statutory rights that exist or arise under legislation which are of a type which the Developer or owner of the Mamre Road Works Land could not prevent from affecting the Mamre Road Works Land and in respect of which no action can be taken by the Developer or owner of the Mamre Road Works Land.
- (d) Despite clause 3.5(a)(v) of this Schedule 4, if, having used its best endeavours, the Developer cannot ensure that the land to be dedicated is free from any relevant encumbrance and affectation which would otherwise be the subject of clause 3.5(a)(v), then:
- (i) the Developer may request that the Roads Authority agree to accept the land subject to those encumbrances and affectations; and
 - (ii) if the encumbrance or affectation:
 - (A) does not prevent the future use of the land as a public road; or
 - (B) is not a charge arising as a result of unpaid taxes or charges,
 the Minister or Roads Authority may agree to accept the land subject to those encumbrances (**Agreed Encumbrances for Mamre Road Works Land**); and
 - (iii) in other circumstances, the Minister or the Roads Authority may withhold the Minister's or Roads Authority's agreement at their absolute discretion.
- (e) If the Minister or Roads Authority agrees to accept the Mamre Road Works Land subject to the Agreed Encumbrances for Mamre Road Works Land, then:

- (i) the Developer must provide to the Minister or the Roads Authority with a valuation report (prepared by an appropriately qualified valuation expert) which quantifies the diminution in value of the Mamre Road Works Land as a result of the Agreed Encumbrances for Mamre Road Works Land (**Mamre Road Works Land Diminution Amount**); and
 - (ii) the Value of the Mamre Road Works Land is to be reduced by the Mamre Road Works Land Diminution Amount.
- (f) The Developer indemnifies and agrees to keep indemnified the Minister and the Roads Authority against all Claims made against the Minister or Roads Authority as a result of any Contamination that is required to be Remediated by an Authority over the whole or any part of the Mamre Road Works Land but only in relation to Contamination that existed on or before the date the Mamre Road Works Land is dedicated as a public road or compulsorily acquired by the Minister or the Roads Authority (as the case may be).
- (g) The Developer will pay all rates and Taxes owing in respect of the Mamre Road Works Land up to and including the date that the Developer dedicates the Mamre Road Works Land as a public road pursuant to clause 3.4 of this Schedule 4 or the date of acquisition (as applicable), after which time the Roads Authority will be responsible for any rates and Taxes in relation to the Mamre Road Works Land.
- (h) The Developer indemnifies and keeps indemnified the Minister (or at the Minister's election, the Roads Authority) in relation to any failure of the Developer to comply with clauses 3.1 to 3.6 of this Schedule 4.
- (i) The parties agree that clause 3 of this Schedule 4 operates as a deed poll in favour of the Roads Authority (where applicable).
- (j) Despite any other provision of this Schedule 4, the Developer may request the Minister to agree to providing the Mamre Road Works Land Contribution in a different manner to dedication through registration of a Plan of Subdivision or other plan as referred to in section 9 of the *Roads Act 1993*. If the Minister agrees to the request, the parties may agree to the modification of provisions of Schedule 4 referring to such a plan to accommodate the alternative manner in which the land is to be provided.

3.6 Compulsory acquisition of Mamre Road Works Land

- (a) If the Developer does not dedicate the Mamre Road Works Land as a public road as required by clause 3.5 of this Schedule 4, the Minister may elect to, and the Developer consents to, the Minister or the Roads Authority compulsorily acquiring the whole or any part of the Mamre Road Works Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), for the amount of \$1.
- (b) The Developer and the Minister agree that:
 - (i) this clause 3.6 is an agreement between the Developer and the Minister or Roads Authority for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) in this clause 3.6 the Developer and the Minister or Roads Authority have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.

- (c) Subject to clause 3.5(d) of this Schedule 4, the Developer must ensure that the Mamre Road Works Land is free of all encumbrances and affectations (including any charge or liability for rates, Taxes and charges), on the date that the Developer is liable to dedicate the Mamre Road Works Land as a public road in accordance with clause 3.4 of this Schedule 4.
- (d) The Developer indemnifies and keeps indemnified the Minister and the Roads Authority against any Claims made against the Minister or Roads Authority as a result of any acquisition by the Minister or the Roads Authority of the whole or any part of the Mamre Road Works Land under this clause 3.6.
- (e) The Developer must pay the Minister or Roads Authority, promptly on demand, an amount equivalent to all Costs incurred by the Minister in acquiring the whole or any part of the Mamre Road Works Land as contemplated by this clause 3.6.

4. Southern Link Road Land

4.1 Provision of the Southern Link Road Land

- (a) The Minister may, at any time within five years of the date of this deed (**Five Year Period**), provide the Developer with a notice which states that the Minister requires the Southern Link Road Contribution (**Election Notice**).
- (b) If the Minister provides the Election Notice to the Minister, the Developer must provide the Southern Link Road Land Contribution in accordance with this clause 4.

4.2 Valuation of the Southern Link Road Land

- (a) The parties agree that the portion of the Offset Amount that the Developer may receive by dedicating the Southern Link Road Land as a public road, is the Value of the Southern Link Road Land.
- (b) Subject to clauses 4.2(c) and 4.5(e) of this Schedule 4, the Minister will recognise the amount calculated and notified to the Minister in accordance with clause 1.3 of this Schedule 4, as applicable as the Value of the Southern Link Road Land.
- (c) The parties agree, on each CPI Adjustment Date, the Value of the Southern Link Road Land will be adjusted by multiplying the amount calculated and notified to the Minister in accordance with clause 1.3 of this Schedule 4 by an amount equal to the Current CPI until an Offset Certificate is issued to the Developer that sets out the portion of the Offset Amount that has been credited for the Southern Link Road Land Contribution.

4.3 Subdivision of the Southern Link Road Land

- (a) In order to dedicate the Southern Link Road Land in accordance with clause 4.5 of this Schedule 4, the Developer must (at its cost) obtain Development Consent (if any is required), and any other necessary approvals, in connection with a proposed Plan of Subdivision or other plan that on registration will dedicate the Southern Link Road Land as a public road in accordance with section 9 of the *Roads Act 1993*.
- (b) The Developer must comply with any conditions of Development Consent and other approvals.

4.4 Timing of Provision of the Southern Link Road Land Contribution

- (a) If the Minister provides an Election Notice to the Developer in accordance with clause 4.1 of this Schedule 4, the Developer must provide the Southern Link Road Land Contribution in

accordance with this deed by no later than the time specified in the table in clause 1 of this Schedule 4 (as applicable) (**Southern Link Road Land Dedication Date**).

- (b) Notwithstanding the time provided in the table in clause 1 of this Schedule 4 for the provision of the Southern Link Road Land Contribution, the Minister is to, subject to the following conditions being met by the Developer, agree to extend the time by which the Southern Link Road Land Contribution is to be provided by up to six months, if the Developer has not received approval from the Roads Authority to register the proposed Plan of Subdivision or other plan referred to in clause 4.5(a)(i) of this Schedule 4 within six months of the timeframe provided in clause 4.5(a)(i) of this Schedule 4 for delivery to the Roads Authority for its approval:
 - (i) any request by the Developer for an extension of time by which the Southern Link Road Land Contribution is to be provided must be in writing;
 - (ii) the request must specify:
 - (A) any reason of which the Developer is aware for the failure of the Roads Authority to approve the proposed Plan of Subdivision or other plan;
 - (B) the proposed extension period; and
 - (C) the steps the Developer will take to ensure the Southern Link Road Land Contribution is provided within the extension period specified in that request.
- (c) The Developer may request an extension of up to six months on more than one occasion in accordance with clause 4.4(b) of this Schedule 4. The Minister, subject to the conditions in that clause being met, is to grant the extension, but not so as to extend the time specified in the applicable table in clause 1 of this Schedule 4 by more than two years.

4.5 Dedication of the Southern Link Road Land

- (a) In satisfying its obligation under clause 4.4(a) of this Schedule 4, the Developer must:
 - (i) deliver to the Roads Authority for approval a proposed Plan of Subdivision or other plan that bears a statement of intention to dedicate the Southern Link Road Land as a public road as provided by section 9 of the *Roads Act 1993* by no later than 30 days after the Minister has issued an Election Notice to the Developer in accordance with clause 4.1(a) of this Schedule 4;
 - (ii) deliver to the Roads Authority a Contaminated Land Report and Contaminated Land Statement from a Contaminated Land Consultant in respect of the Southern Link Road Land which:
 - (A) state that the Southern Link Road Land is suitable or will be suitable for the purposes of a road corridor as at the Southern Link Road Land Dedication Date;
 - (B) are addressed to the Minister and the Roads Authority; and
 - (C) are otherwise on terms satisfactory to the Minister and Roads Authority (acting reasonably);
 - (iii) upon receipt of approval from the Roads Authority to register the proposed Plan of Subdivision or other plan that bears a statement of intention to dedicate the Southern Link Road Land as a public road referred to in clause 4.5(a)(i) of this Schedule 4, lodge that proposed Plan of Subdivision or other plan at the NSW Land Registry Services for registration;

- (iv) promptly comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the dedication of the Southern Link Road Land as a public road; and
 - (v) take any other necessary action to give effect to the dedication of the Southern Link Road Land as a public road free of all encumbrances (including any mortgages, easements, covenants and planning agreements) and affectations (including any charge or liability for rates, Taxes and charges) other than service easements or such other encumbrances as agreed by the Minister or the Roads Authority in writing.
- (b) If the Developer does not comply with clause 4.5(a)(ii), the Minister or Roads Authority may:
 - (i) refuse to accept the dedication of the Southern Link Road Land; and
 - (ii) require that the Developer undertake works, at the Developer's cost and within a timeframe determined by the Minister or the Roads Authority (acting reasonably), so as to enable the Developer to comply with clause 4.5(a)(ii),

in which case the Developer must comply with the Minister's requirements.
- (c) For avoidance of doubt, clause 4.5(a)(v) of this Schedule 4 does not apply in relation to encumbrances or affectations being statutory rights that exist or arise under legislation which are of a type which the Developer or owner of the Southern Link Road Land could not prevent from affecting the Southern Link Road Land and in respect of which no action can be taken by the Developer or owner of the Southern Link Road Land.
- (d) Despite clause 4.5(a)(v) of this Schedule 4, if, having used its best endeavours, the Developer cannot ensure that the land to be dedicated is free from any relevant encumbrance and affectation which would otherwise be the subject of clause 4.5(a)(v), then:
 - (i) the Developer may request that the Roads Authority agree to accept the land subject to those encumbrances and affectations; and
 - (ii) if the encumbrance or affectation:
 - (A) does not prevent the future use of the land as a road corridor; or
 - (B) is not a charge arising as a result of unpaid taxes or charges,

the Minister or Roads Authority may agree to accept the land subject to those encumbrances (**Agreed Encumbrances for Southern Link Road Land**); and
 - (iii) in other circumstances, the Minister or the Roads Authority may withhold the Minister's or Roads Authority's agreement at their discretion, acting reasonably.
- (e) If the Minister or Roads Authority agrees to accept the Southern Link Road Land subject to the Agreed Encumbrances for Southern Link Road Land, then:
 - (i) the Developer must provide to the Minister or the Roads Authority with a valuation report (prepared by an appropriately qualified valuation expert) which quantifies the diminution in value of the Southern Link Road Land as a result of the Agreed Encumbrances for Southern Link Road Land (**Southern Link Road Land Diminution Amount**); and
 - (ii) the Value of the Southern Link Road Land is to be reduced by the Southern Link Road Land Diminution Amount.

- (f) The Developer indemnifies and agrees to keep indemnified the Minister and the Roads Authority against all Claims made against the Minister or Roads Authority as a result of any Contamination that is required to be Remediated by an Authority over the whole or any part of the Southern Link Road Land but only in relation to Contamination that existed on or before the date the Southern Link Road Land is dedicated as a public road or compulsorily acquired by the Minister or the Roads Authority (as the case may be).
- (g) The Developer will pay all rates and Taxes owing in respect of the Southern Link Road Land up to and including the date that the Developer dedicates the Southern Link Road Land as a public road pursuant to clause 4.5 of this Schedule 4 or the date of acquisition (as applicable), after which time the Roads Authority will be responsible for any rates and Taxes in relation to the Southern Link Road Land.
- (h) The Developer indemnifies and keeps indemnified the Minister (or at the Minister's election, the Roads Authority) in relation to any failure of the Developer to comply with clauses 4.1 to 4.6 of this Schedule 4.
- (i) The parties agree that clause 4 of this Schedule 4 operates as a deed poll in favour of the Roads Authority (where applicable).
- (j) Despite any other provision of this Schedule 4, the Developer may request the Minister to agree to providing the Southern Link Road Land Contribution in a different manner to dedication through registration of a Plan of Subdivision or other plan as referred to in section 9 of the *Roads Act 1993*. If the Minister agrees to the request, the parties may agree to the modification of provisions of Schedule 4 referring to such a plan to accommodate the alternative manner in which the land is to be provided.

4.6 Compulsory acquisition of Southern Link Road Land

- (a) If the Developer does not dedicate Southern Link Road as a public road as required by clause 4.5 of this Schedule 4, the Minister may elect to, and the Developer consents to, the Minister or the Roads Authority compulsorily acquiring the whole or any part of the Southern Link Road Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), for the amount of \$1.00.
- (b) The Developer and the Minister agree that:
 - (i) this clause 4.6 is an agreement between the Developer and the Minister or Roads Authority for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) in this clause 4.6 the Developer and the Minister or Roads Authority have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) Subject to clause 4.5(d) of this Schedule 4, the Developer must ensure that the Southern Link Road Land is free of all encumbrances and affectations (including any charge or liability for rates, Taxes and charges), on the date that the Developer is liable to dedicate the Southern Link Road Land as a public road in accordance with clause 4.5 of this Schedule 4.
- (d) The Developer indemnifies and keeps indemnified the Minister and the Roads Authority against all Claims made against the Minister or Roads Authority as a result of any acquisition by the Minister or the Roads Authority of the whole or any part of the Southern Link Road Land under this clause 4.6.

- (e) The Developer must pay the Minister or Roads Authority, promptly on demand, an amount equivalent to all Costs incurred by the Minister in acquiring the whole or any part of the Southern Link Road Land as contemplated by this clause 4.6.

5. Additional Monetary Contribution

5.1 Application

This clause 5 applies only if:

- (a) the Developer does not issue an Election Notice to the Minister in accordance with clause 4.3 of its intention to provide the Mamre Road Works Contribution; and
- (b) the Minister does not issue an Election Notice to the Developer in accordance with clause 4.1 of this Schedule 4 to require the Developer to provide the Southern Link Road Land Contribution.

5.2 Provision of Additional Monetary Contribution

- (a) The Developer agrees to provide the Additional Monetary Contribution to the Minister in accordance with this clause 5.
- (b) The Additional Monetary Contribution is an amount equal to the sum represented by 'X' in the following formula:

$$X = \text{Notional Monetary Contribution} - \text{Value of the Mamre Road Works Land}$$

Where:

Notional Monetary Contribution is that amount calculated in accordance with clause 1.4 of this Schedule 4 as at the end of the Five Year Period, and

Value of the Mamre Roads Works Land is the Value of the Mamre Roads Works Land as shown in the Offset Certificate as at the end of the Five Year Period.

- (c) As soon as reasonably practicable after the Five Year Period, the Minister is to give the Developer a notice setting out the Additional Monetary Contribution and a tax invoice for that amount (**Additional Monetary Contribution Notice**).

5.3 Timing of Additional Monetary Contribution

The Developer must provide the Additional Monetary Contribution to the Minister by no later than the time specified in the table in clause 1.1 of this Schedule 4.

5.4 Delivery of the Additional Monetary Contribution

- (a) The Additional Monetary Contribution is made for the purpose of this Schedule 4 when cleared funds are deposited by means of electronic funds transfer or bank cheque into a bank account nominated by the Minister.
- (b) If the Developer does not agree with the Minister's determination of the Additional Monetary Contribution, the Developer must nevertheless comply with clause 5.3 of this Schedule 4. Clause 7 applies to the resolution of the dispute.

6. Completion of a Development Contribution

6.1 Completion Notice

- (a) If the Developer considers that it has completed the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution in accordance with the requirements of the Roads Authority and this deed, the Developer will provide notice to the Minister stating that the Developer considers that the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution (as the case may be) has been completed (**Completion Notice**) to the Minister together with:
 - (i) in relation to the Mamre Road Works Contribution, a certificate from the Roads Authority confirming that the Mamre Road Works has been completed;
 - (ii) in relation to the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution, a registered Plan of Subdivision or other plan that bears a statement of intention to dedicate the Mamre Road Works Land or the Southern Link Road Land (as the case may be) as a public road in accordance with section 9 of the *Roads Act 1993*;
 - (iii) in the case of the Mamre Road Works Contribution, a report to the Minister which:
 - (A) provides an itemised breakdown and details of the Actual Costs incurred by the Developer, including accounts for the Actual Costs;
 - (B) shows that the Actual Costs have been reduced by the amount of any input tax credit which the Developer is entitled to claim;
 - (C) provides a reconciliation of the Actual Costs with the Estimated Cost of the Mamre Road Works;
 - (D) includes a tabulated and indexed folder of tax invoices for, and documentary evidence of the payment of, each of the items which the Developer proposes to form the Actual Costs; and
 - (iv) in the case of the Mamre Road Works Contribution, such other supporting documentation as is necessary for the Minister or Nominated Officer to determine whether the Mamre Road Works Contribution has been completed and the Actual Cost associated with the Mamre Road Works. The Developer must promptly provide any additional information reasonably requested by the Minister or Nominated Officer.
- (b) The Minister may commission an accountant or a quantity surveyor (or both) at the Developer's expense, to review the materials submitted by the Developer and to assist with the Minister's assessment of the Completion Notice and the Actual Costs associated with the Mamre Road Works Contribution.
- (c) The Minister or Nominated Officer will, within 45 days of receiving the Completion Notice and all the certificates and information required under this clause 6.1 determine:
 - (i) whether the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution (as the case may be) has been completed; and
 - (ii) the Approved Actual Cost which the Minister will recognise as being properly attributable to the Mamre Road Works Contribution.

- (d) If the Minister or Nominated Officer, acting reasonably, is satisfied that the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution (as the case may be) has been provided, the Minister will:
 - (i) accept the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution (as the case may be) to discharge (partly or in full) the Developer's obligation to make a contribution towards regional transport infrastructure and services; and
 - (ii) issue an Offset Certificate to the Developer which will set out the portion of the Offset Amount that has been credited for the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution (as the case may be).
- (e) If the Offset Amount that has been credited for the Mamre Road Works Contribution, the Mamre Road Works Land Contribution and the Southern Link Road Land Contribution (as the case may be) is greater than the Notional Monetary Contribution calculated in accordance with clause 1.4 of this Schedule 4 then clause 6.2 of this Schedule 4 apply.
- (f) If the Minister or Nominated Officer, acting reasonably, is not satisfied that the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution (as the case may be) has been provided, the Minister or Nominated Officer will notify the Developer and provide an explanation as to why he or she considered that the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution (as the case may be) has not been completed and, if applicable, provide details of:
 - (i) any additional work or tasks which must be undertaken; and/or
 - (ii) any information or documents which must be provided,

by the Developer, in order to complete the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution (as the case may be). The Developer may, after taking into account the Minister or the Nominated Officer's explanation and undertaking the work or providing the information or documents required, re-submit a Completion Notice together with any necessary documentation.
- (g) If, despite the actions undertaken under clause 6.1(f) of this Schedule 4, the parties dispute whether the Mamre Road Works Contribution, the Mamre Road Works Land Contribution or the Southern Link Road Land Contribution has been provided to the Minister, clause 7 applies to the resolution of the dispute.
- (h) Despite any other provision of this deed, the Minister may, at the Minister's absolute discretion, decide to credit an amount that is less than the Estimated Cost of the Mamre Road Works or the Approved Actual Cost, if Transport for NSW advises that a portion of those works needs to be removed or demolished to give effect to Transport for NSW's design for Mamre Road at the relevant time. The Minister in exercising his right under this clause may only have regard to the costs of the works that are required to be removed or demolished.

6.2 Use of Offset Amount

- (a) The Developer must not apply, or purport to apply, or agree to or allow any other person to apply or purport to apply, part of the Offset Amount to discharge an obligation to make a development contribution except in accordance with this deed.

- (b) If the Offset Amount is more than the Notional Monetary Contribution, the Minister is to allow the Developer to apply the amount that represents the difference between the Offset Amount and the Notional Monetary Contribution (the **Credit Amount**) to discharge the Developer's liability or the liability of another person nominated by the Developer to make a development contribution under another planning agreement that is in force when this deed commences relating to the provision of regional transport infrastructure and services on other land (not being the Land) to which the SEPP applies.
- (c) For the purpose of applying this clause 6.2, the Credit Amount is to be determined by the Minister as soon as practicable after the earlier of the following:
 - (i) an Offset Certificate has been issued to the Developer that sets out the portions of the Offset Amount that have been credited for both the Mamre Road Contribution and the Southern Link Road Land Contribution; and
 - (ii) an Offset Certificate has been issued to the Developer that sets out the portions of the Offset Amount that have been credited for either the Mamre Road Contribution or both the Mamre Road Works Land Contribution and the Southern Link Road Land Contribution, where an Election Notice has not been provided under clause 4.1 of this Schedule 4 or clause 4.3 (as the case may require), and the time for providing such a notice has expired.

The Credit Amount is to be determined as at the date of the issue of the relevant Offset Certificate.

- (d) If the Minister allows any part of the Credit Amount to be applied to discharge an obligation in accordance with clause 6.2(b) of this Schedule 4:
 - (i) that part of the Credit Amount will be taken to have been surrendered to the Minister; and
 - (ii) the Minister will provide an updated Offset Certificate to the Developer showing that the value of the Offset Amount has decreased by that amount.
- (e) The Developer acknowledges and agrees that under no circumstances will it be or become entitled to a refund of any unapplied Credit Amount.
- (f) Upon the making of a SIC Determination that applies to the Land, the Minister is to allow the Developer to apply the Credit Amount to satisfy the non-monetary percentage of a SIC (within the meaning of clause 7.4 of this Schedule 4) for development on other land to which the SIC Determination applies. However, the Developer acknowledges and agrees that if the Credit Amount is more than the Available Credit (being the amount referred to in clause 7.4 of this Schedule 4), only the Available Credit can be applied to discharge an obligation to make a SIC in accordance with clause 7 of this Schedule 4.

7. Reconciliation with SIC Determination and SIC Top up Amount

7.1 Reconciliation with SIC Determination and calculation of SIC Top up Amount

- (a) This clause 7 applies if:
 - (i) a SIC Determination takes effect before the Development Contribution, as required to be made in accordance with this Schedule 4 other than this clause 7, is made in full; and
 - (ii) a SIC would have been required to be made for the Development in accordance with the SIC Determination had the application of section 7.24 of the Act not been excluded by

this deed, and the Development Consent for the Development had been granted on or after the SIC Determination came into effect.

It does not matter, for the purposes of the application of this clause 7, whether Development Consent for any part of the Development is granted before or after the SIC Determination comes into effect or before or after this deed commences.

- (b) The Minister is to determine the amount of the SIC that would have been payable for the Development as a monetary contribution in accordance with the SIC Determination and this clause 7.1 (the **SIC Amount for the Development**), as soon as practicable after:
 - (i) issuing an Offset Certificate that sets out the portion of the Offset Amount that has been credited for the Mamre Road Works Contribution, together with any amounts that have been credited for the Mamre Road Works Land Contribution and the Southern Link Road Land Contribution (if the Developer is required to provide those contributions), and
 - (ii) paying the Additional Monetary Contribution if required under clause 5 of this Schedule 4.
- (c) Development Consent for the Development is to be taken as having been granted on the same date that the SIC Determination came into effect, if that Development Consent was granted before that date, for the purpose of determining the SIC Amount for the Development under 7.1(b) of this Schedule 4. That amount is to be calculated in accordance with the SIC Determination as in force on that date.
- (d) If Development Consent for the Development is granted on or after the date that the SIC Determination came into effect, the SIC Amount for the Development is to be determined in accordance with the SIC Determination as in force at the date the Development Consent becomes effective.
- (e) Whether clause 7.1(c) or (d) of this Schedule 4 applies in relation to the Development Consent, the SIC Amount for the Development is to be determined by applying the contribution rate that is the contribution rate under the SIC Determination at the time the Minister issues the Offset Certificate referred to in clause 7.1(b) or, if the Developer pays the Additional Monetary Contribution, at the time of payment (rather than at the time the SIC would have been payable under the SIC Determination).
- (f) If there is more than one Development Consent granted in respect of the Development, the amounts of the SICs that would have been payable for each part of the Development subject to a Development Consent are to be separately determined in accordance with the SIC Determination and this clause 7.1. The sum of those amounts is the SIC Amount for the Development for the purposes of this clause 7.
- (g) Despite clause 7.1(f) of this Schedule 4, if only Development Consent to SSD-9522 has been granted in respect of the Land at the time both the Offset Certificate referred to in clause 7.1(b) of this Schedule 4 has been issued and any Additional Monetary Contribution has been paid, then the SIC Amount for that part of the Development subject to that consent is to be determined in accordance with this clause 7.1, and clauses 7.2 to 7.4 of this Schedule 4 are to be applied accordingly, so as to determine whether any SIC Top up Amount is required to be paid or whether the Developer has Available Credit.

If one or more Development Consents are subsequently granted to any other Development on the Land, this clause 7 is to be re-applied, taking into account any SIC Top up Amount already paid or any Available Credit already applied, in a manner determined by the Minister, acting reasonably.

7.2 SIC Top up Amount

- (a) If the SIC Amount for the Development, as determined in accordance with clause 7.1 of this Schedule 4, is more than the sum of:
 - (i) the Offset Amount referred to in clause 7.1(b) of this Schedule 4, and
 - (ii) any Additional Monetary Contribution paid under clause 5 of this Schedule 4,

(VPA contribution) the Minister is to notify the Developer in writing of the amount by which the SIC Amount exceeds the VPA contribution (**SIC Top up Amount**) and give the Developer a tax invoice for the SIC Top up Amount.
- (b) The Developer is, within 30 days of receiving the Minister's notice under clause 7.2(a) of this Schedule 4, to pay the SIC Top up Amount to the Minister or provide a Bank Guarantee to the Minister to secure the payment of the SIC Top up Amount.
- (c) The SIC Top up Amount is made for the purposes of this clause 7 when cleared funds are deposited by means of electronic funds transfer or bank cheque into a bank account nominated by the Minister.
- (d) If the Developer does not agree with the Minister's determination of the SIC Top up Amount, the Developer must nevertheless comply with clause 7.2(b) of this Schedule 4. Clause 7 applies to the resolution of the dispute.

7.3 Bank Guarantee

- (a) The Minister may call upon a Bank Guarantee provided in accordance with clause 7.2(b) of this Schedule 4 and any other Bank Guarantee provided to the Minister under this deed where the Developer has failed to pay the amount required under this clause 7 within 8 weeks of receiving the Minister's notice under clause 7.2(a) of this Schedule 4.
- (b) When this occurs, the Minister may retain such monies in lieu of the amounts that would have otherwise been payable under this clause 7.
- (c) If the Developer pays the amount required under this clause 7 (before the Minister calls upon any Bank Guarantee) the Minister will promptly return the Bank Guarantee(s) (less any costs, charges, duties and taxes payable) to the Developer.
- (d) For avoidance of doubt, if the Development Contribution otherwise required to be made under this deed has been made in full before a SIC Determination comes into effect, the Developer is not required to pay any SIC Top up Amount.

7.4 Available Credit

- (a) If the SIC Amount, as determined in accordance with this clause 7, is less than the VPA contribution, then the difference between the SIC Amount and the VPA contribution represents the Developer's **Available Credit** for the purposes of this clause 7.4.
- (b) Subject to clause 7.4(d) of this Schedule 4, Available Credit may be used to satisfy the non-monetary percentage of a SIC for any other development to which the SEPP applies that is to be carried out on land within the same special contributions area as the Land, after the date of this deed, if the land is owned by the Developer or any other person nominated by the Developer.
- (c) Available Credit may be used by:

- (i) any person comprising the Developer, if all persons comprising the Developer have provided written consent to this to the Minister's satisfaction, or
 - (ii) any other person nominated by the Developer if all the persons comprising the Developer have provided written consent to this to the Minister's satisfaction.
- (d) The Developer acknowledges and agrees that if the Available Credit is more than the Credit Amount (being the amount referred to in clause 6.2 of this Schedule 4), only the Credit Amount can be applied to discharge an obligation to make a SIC in accordance with this clause 7.4.
- (e) For avoidance of doubt, the Minister is not required to reimburse the Developer any amount that represents the difference between the SIC Amount for the Development and the VPA contribution.
- (f) The Minister will not be involved in any dispute about whether the Developer or any other person nominated by the Developer is entitled to any Available Credit. Nor will the Minister be involved in any dispute about who is responsible to pay any SIC Top up Amount. For the avoidance of doubt, the Developer will remain wholly liable for payment of any SIC Top up Amount unless this obligation is expressly novated to a third party with the written consent of the Minister.
- (g) For the purposes of this clause 7.4, the **non-monetary percentage of a SIC**, in relation to a development, means that percentage or part of the SIC for the development that may be made (whether or not requiring the agreement of the Minister) by carrying out works for the provision of infrastructure, or by providing land for infrastructure, and that is not expressly required, under the terms of the SIC Determination, to be made as a monetary contribution.

Schedule 5 - Security

(clause 5.1)

1. Developer to provide Security

- (a) In order to secure the performance of the obligations of the Developer under this deed, the Developer has agreed to provide the Security, in the form of Bank Guarantees, to the Minister upon execution of this deed by the Developer.
- (b) Each Bank Guarantee must:
 - (i) name the “Minister for Planning and Public Spaces” and the “Department of Planning, Industry and Environment ABN 20 770 707 468” as the relevant beneficiaries;
 - (ii) be in the amount as set out in the table below;
 - (iii) be as security for the Secured Obligation as set out in the table below; and
 - (iv) not have an expiry date.

Security Amount	Secured Obligation
\$200,000	All obligations imposed on the Developer under this deed.
An amount equal to \$400,000 per lot (Registration Security)	The obligation to register this deed on the title to the Land.
\$5,616,520 (Road Works Security)	The obligation to deliver the Mamre Road Works under this deed.

2. Security

- (a) The Developer agrees that clause 1, and this clause 2, of this Schedule 5 operate as a deed poll in favour of the Minister from the date of execution by the Developer of this deed.
- (b) To avoid doubt, clause 1, and this clause 2, of this Schedule 5 commence from the date of execution of this deed by the Developer, even though this deed has not commenced pursuant to clause 2.1.
- (c) At the time the Developer executes this deed, the Developer must provide the Security (as set out in the table in clause 1 of this Schedule 5) to the Minister in order to secure the Developer’s obligations to make the Development Contribution under this deed when it is executed by the Minister.
- (d) From the date the Developer executes this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security and call upon it in the circumstances set out in clause 5 of this Schedule 5.
- (e) To the extent necessary, the definitions in clause 1 apply to the construction of the deed poll created by this clause 2 of Schedule 5.
- (f) The deed poll created by this clause 2 of Schedule 5 will cease to operate 6 months from the execution by the Developer of this deed unless the Minister has executed the deed within that period.

3. Registration Security

(a) If, following execution of this deed, the Developer:

- (i) procures the registration of this deed on the title to the Land in accordance with clause 6.1; and
- (ii) provides the Minister with copies of the relevant folios of the Register for the Land and copies of the registered dealings containing this deed in accordance with clause 6.2,

the Minister will return the Registration Security within 20 Business Days of the Minister receiving the documents referred to in clause 3(ii) of this Schedule 5.

(b) If the Developer provides the Minister with:

- (i) evidence of registration of this deed on the title to part of the Land and the Minister is satisfied such registration has been effected; and
- (ii) security for a face value of \$400,000 for each lot on which this deed remains unregistered (**Replacement Security**),

the Minister will accept the Replacement Security as the Registration Security and return the Security required in the table under clause 1(b) of this Schedule 5 (**Original Security**) less any costs, charges, duties and taxes payable, or the remainder of the monies secured by the Original Security, to the Developer subject to clause 3(c) of this Schedule 5.

- (c) The Minister will not be obliged to accept the Replacement Security where the Developer is in breach of its obligations under this deed.
- (d) To avoid doubt, the provisions of this Schedule 5 (other than clause 2 of this Schedule 5) apply to the Replacement Security in the same way as they apply to the Original Security.

4. Road Works Security

(a) If, following the execution of this deed, the Developer:

- (i) enters into one or more Road Works Deed in relation to the Mamre Road Works;
- (ii) provides security to the Roads Authority so that the total amount of the security provided to the Roads Authority equals or exceeds the Road Works Security; and
- (iii) satisfies the Minister, in the Minister's absolute discretion, as to the adequacy of the security provided to the Roads Authority for the Mamre Road Works including providing all information reasonably required by the Minister regarding the security provided,

the Minister will accept the security provided to the Roads Authority as securing the performance of the Developer's obligation to deliver the Mamre Road Works, and will provide written notification to the Developer of the Minister's position under this clause 4(a) within 20 Business Days of receiving all required information from the Developer regarding the security provided to the Roads Authority.

(b) Where:

- (i) clause 4(a) of this Schedule 5 applies; or

- (ii) the Developer does not issue an Election Notice in accordance with clause 4.3 of its intention to provide the Mamre Road Works Contribution,

the Minister will return the Road Works Security within 20 Business Days of the Minister notifying the Developer of the Minister's acceptance of the security provided to the Roads Authority or, after 31 December 2023, respectively.

- (c) If the Developer does not satisfy the Minister as to the adequacy of the security provided for the Mamre Road Works to the Roads Authority in accordance with clause 4(a) of this Schedule 5, then:
 - (i) the Developer will be required to provide a Bank Guarantee to the Minister for the difference between the total amount of the security provided under clause 4(a)(ii) to the Roads Authority and the Road Works Security;
 - (ii) upon receipt of the Bank Guarantee required by the Minister under clause 4(c)(i) of this Schedule 5, the Minister will accept that Bank Guarantee and the security provided to the Roads Authority as securing the performance of the Developer's obligation to deliver the Mamre Road Works; and
 - (iii) the Minister will return the Road Works Security within 10 Business Days of receiving the Bank Guarantee under clause 4(c)(i) of this Schedule 5.

5. Claims under Bank Guarantees

- (a) The Minister may:
 - (i) call upon any Security provided in accordance with this deed where the Developer has failed to fulfil the Secured Obligation in accordance with this deed; and
 - (ii) retain and apply such monies towards any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security, the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
 - (i) the Minister calls upon the Security; and
 - (ii) applies all or part of such monies towards and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause 5(b) of this Schedule 5,

then the Developer must provide the Minister with a replacement Security to ensure that, at all times, until the date the Security is released in accordance with clause 6 of this Schedule 5, the Minister is in possession of Security for a face value equivalent to the Security required to be provided in accordance with clause 1 of this Schedule 5.

6. Release of Security

If:

- (a) the Developer has paid or satisfied all of its obligations under this deed, including:
 - (i) registration of this deed on the title to the Land; and
 - (ii) provision of the Development Contribution in accordance with this deed; and
 - (b) the whole of the Security relevant to the Secured Obligation has not been expended,
- then the Minister will promptly return the Security as it relates to that Secured Obligation (less any costs, charges, duties and taxes payable) to the Developer.

Schedule 6 – Net Developable Area

- (a) The Net Developable Area for the development to which Development Consent to SSD-9522 (the **relevant Development Consent**) relates is the area of land, measured in hectares, subject to the other provisions of this Schedule 6. To avoid doubt, as the Relevant Development Consent (if granted) will authorise subdivision of the Land, the Net Developable Area for the development is the whole of the area subject to any proposed plan of subdivision authorised by that consent, including the area of any lots that are to be, or may be, further subdivided, subject to the exclusions from the Net Developable Area set out in this Schedule 6.
- (b) The Net Developable Area includes the area of any land that the relevant Development Consent authorises, or requires, to be used as a road, or reserved or dedicated as a public road, but does not include:
 - (i) any existing road which was constructed before the grant of the relevant Development Consent and in respect of which works are required to be carried out (including road widening) under the Development Consent;
 - (ii) the area of any land (excluding easements) which is delivered as a land contribution under this deed; or
 - (iii) any road referred to in clauses (c)(xi) or (xii) of this Schedule 6.
- (c) The Net Developable Area does not include the area of any land that a Development Consent authorises, or requires, to be reserved, dedicated or otherwise set aside as, or for the purpose of, any of the following:
 - (i) school;
 - (ii) TAFE establishment;
 - (iii) emergency services facility;
 - (iv) health services facility owned or operated by a public authority;
 - (v) passenger transport facility;
 - (vi) public reserve or drainage reserve (within the meaning of the *Local Government Act 1993*);
 - (vii) public transport corridor (other than a road corridor);
 - (viii) public utility undertaking;
 - (ix) bus depot, whether or not owned or operated by a public authority;
 - (x) recreation area;
 - (xi) roads, or other public amenities or public services, in connection with which development contributions have been imposed under section 7.11 or section 7.12 of the Act or may be imposed in accordance with a contributions plan approved under section 7.18 of the Act that is in force when the first Development Consent for the Development is granted; or
 - (xii) roads or other infrastructure in connection with which SICs have been, or may be, imposed in accordance with section 7.23 of the Act before the date of this deed.

- (d) The following areas of land are not to be included in the calculation of the Net Developable Area of the Land:
- (i) any part of the land to which the relevant Development Consent relates that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if that part of the land is unsuitable for the Development by virtue of it being at or below that level;
 - (ii) any part of the land to which the relevant Development Consent relates that is identified as public open space in a development control plan or in a contributions plan approved under section 7.18 of the Act;
 - (iii) any area of land that is within Zone E2 Environmental Conservation, RE 1 Public Recreation, RE2 Private Recreation or SP2 Infrastructure or within Zone Environment and Recreation under *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020*;
 - (iv) any area of land that is subject to an easement in favour of a public utility undertaking for the purpose of the supply of the utility service to the public as shown on the title to that land, if the Secretary is satisfied that the area is rendered incapable of development by virtue of the easement.
- (e) The Net Developable Area for development subject to the relevant Development Consent that involves subdivision of the Land to create a lot of more than 0.1 hectare in area only in order to contain an existing lawful habitable dwelling is taken to be reduced by 0.1 hectare.
- (f) This paragraph applies if any lot of land to which the relevant Development Consent relates includes (wholly or partly):
- (i) land that is within the curtilage of a building listed on the State Heritage Register; or
 - (ii) land that is within Zone E4 Environmental Living.
- For the purpose of calculating the Net Developable Area, any such lot that is more than 0.1 hectare in area is taken to be 0.1 hectare.
- (g) The Secretary may make any determination required to be made for the purpose of calculating the Net Developable Area for the development to which the relevant Development Consent applies and, for that purpose, may have regard to any information available at the time, such as any proposed Plan of Subdivision and any measurements made by a registered surveyor of the land concerned.
- (h) In this Schedule:
- (i) **curtilage**, in relation to a building, means the curtilage of that building, or the site of that building, as specified or described in the listing of the building on the State Heritage Register, and
 - (ii) the following terms have the same meanings as they have in the standard instrument for a principal local environmental plan prescribed by the *Standard Instrument (Local Environmental Plans) Order 2006*:
 - (A) emergency services facility,
 - (B) health services facility,
 - (C) passenger transport facility,

- (D) public utility undertaking,
- (E) recreation area,
- (F) school.

Schedule 7– Landowner

The following persons jointly and severally comprise the Landowner for the purposes of this deed:

- Lantoo Pty Limited (ACN 002 569 799) of 657 Mamre Road, Erskine Park NSW 2759
- Ahmed Fiazuddin of 707A Mamre Road, Kemps Creek NSW 2178
- Rubina Fareen of 707A Mamre Road, Kemps Creek NSW 2178
- The Trust Company (Australia) Ltd (ACN 000 000 993) of Level 18, 123 Pitt Street, Sydney NSW 2000

Execution page**Executed as a deed**

Signed, sealed and delivered by the **Minister for Planning and Public Spaces** (ABN 20 770 707 468), in the presence of:

.....
Signature of witness


.....
Signature of the delegate of the Minister for Planning and Public Spaces

.....
Name of witness in full

.....
Name of the delegate of the Minister for Planning and Public Spaces

.....
Address of witness

Signed, sealed and delivered by **Altis Frasers JV Pty Ltd** (ACN 640 585 897) in its capacity as trustee of the ARET Frasers Project Trust in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



.....
Signature of Director

Alastair Wright
.....
Name of Director in full


.....
Signature of Director/Secretary

Shaun Hannah
.....
Name of Director/Secretary in full


Signed, sealed and delivered by **Altis Bulky Retail Pty Limited** (ACN 164 432 124) in its capacity as trustee of Altis Bulky Sub Trust 3 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

Alastair Wright

Name of Director in full




Signature of Director/Secretary

Shaun Hannah

Name of Director/Secretary in full

Executed by **Frasers Property Industrial Constructions Pty Limited** (ACN 095 586 708) by its attorney pursuant to a Power of Attorney dated 15 December 2020

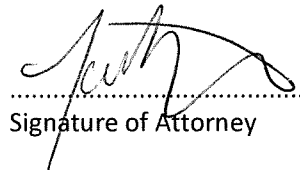
who states that he /she has no notice of revocation of the said Power of Attorney in the presence of:



Signature of Witness

Bree Jackson

Name of Witness in full

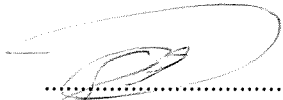


Signature of Attorney

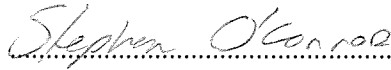
IAN BARTER

Name of Attorney in full

Executed by The Trust Company (Australia) Limited by its attorney pursuant to a Power of Attorney dated 11 September 2020 who states that he /she has no notice of revocation of the said Power of Attorney in the presence of:



Signature of Witness



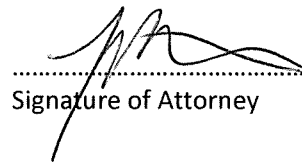
Name of Witness in full



Signature of Attorney

Alastair Wright

Name of Attorney in full

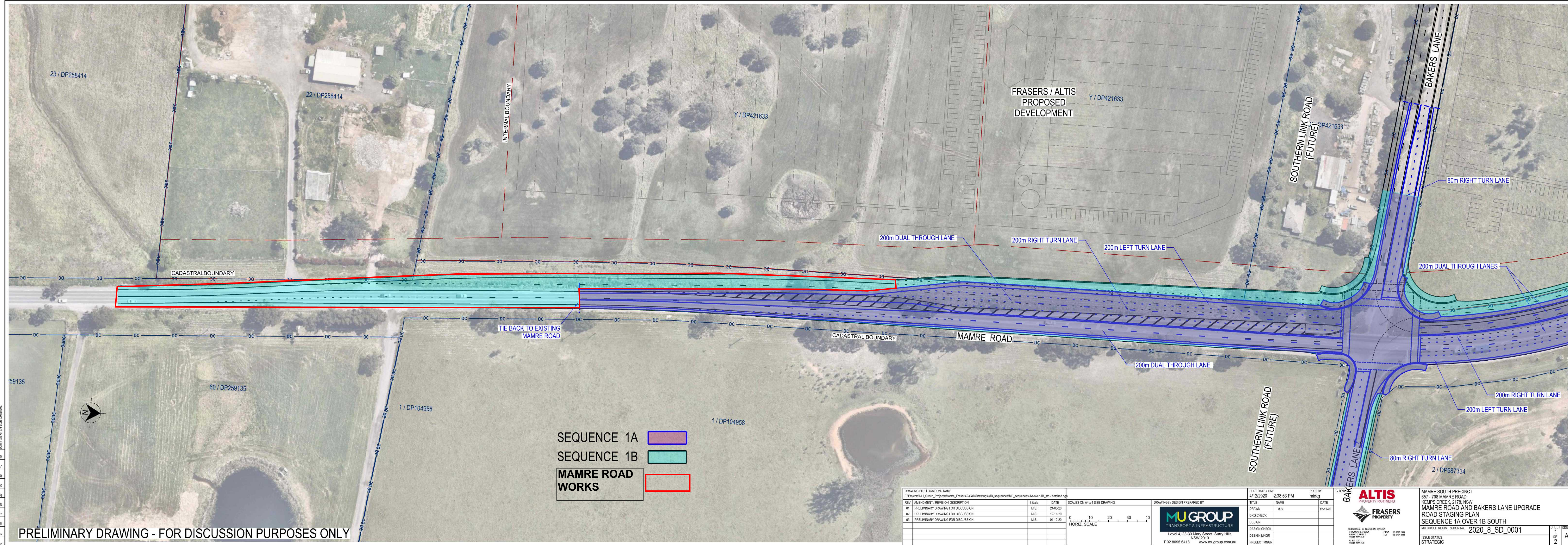


Signature of Attorney

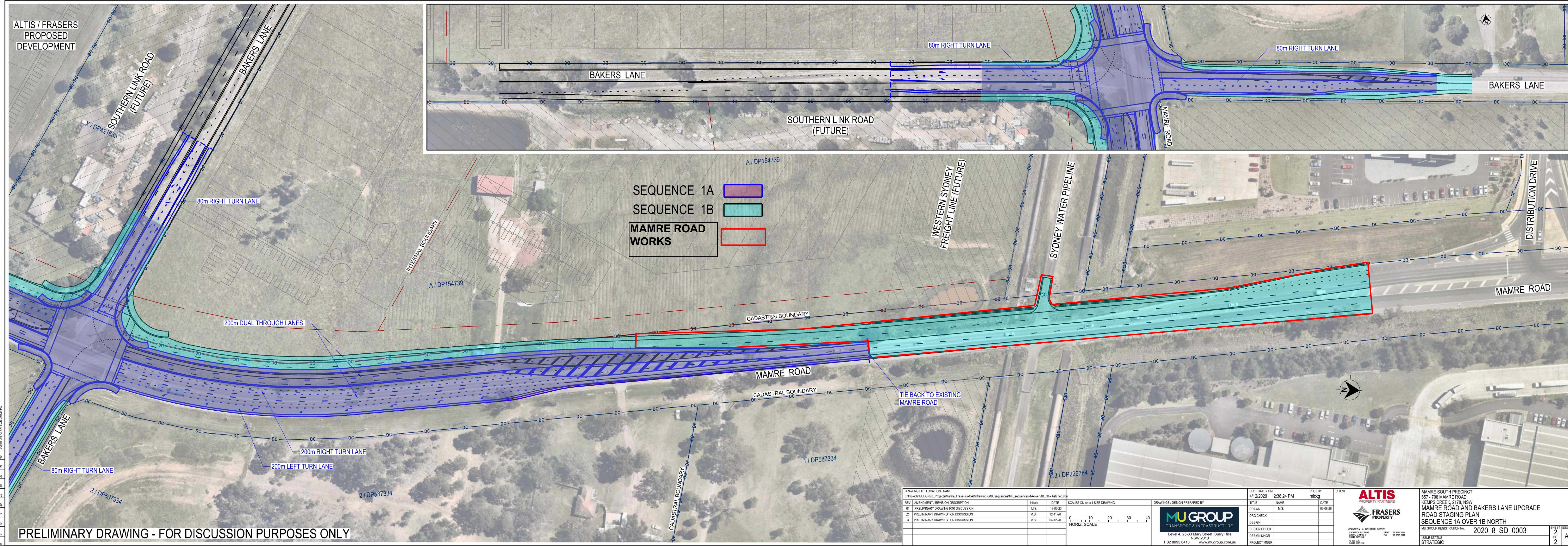
IAN BARTER

Name of Attorney in full

Annexure A - Mamre Road Works PlanA handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive or semi-cursive script.



DRAWING FILE LOCATION / NAME E:\Projects\MU_Group\Projects\Mamre_Fraser\2-CAD\Drawings\MB_sequences\MB_sequences-1A-over-1B_gh - hatched.dwg				PLOT DATE / TIME 4/12/2020 2:38:53 PM		PLOT BY micgk		CLIENT ALTIS PROPERTY PARTNERS FRASERS PROPERTY		PROJECT MAMRE SOUTH PRECINCT 657 - 708 MAMRE ROAD KEMPERS CREEK 2178, NSW MAMRE ROAD AND BAKERS LANE UPGRADE ROAD STAGING PLAN SEQUENCE 1A OVER 1B SOUTH MU GROUP REGISTRATION No. 2020_8_SD_0001		SHEET OF 2		ISSUE A	
REV	AMENDMENT / REVISION DESCRIPTION	INITIALS	DATE	SCALES ON A4 x 4 SIZE DRAWING		DRAWINGS / DESIGN PREPARED BY		TITLE	NAME	DATE					
01	PRELIMINARY DRAWING FOR DISCUSSION		M.S. 24-09-20					DRAWN	M.S.	12-11-20					
02	PRELIMINARY DRAWING FOR DISCUSSION		M.S. 12-11-20					DRG CHECK							
03	PRELIMINARY DRAWING FOR DISCUSSION		M.S. 04-12-20					DESIGN							
								DESIGN CHECK							
						Level 4, 23-33 Mary Street, Surry Hills NSW 2010 T 02 8095 6418 www.mugroup.com.au		DESIGN MGR							
								PROJECT MGR							



PRELIMINARY DRAWING - FOR DISCUSSION PURPOSES ONLY

DRAWING FILE LOCATION / NAME E:\Projects\WU_Group\Projects\Mamre_Fraser\2-CAD Drawings\MB_sequences\1A-over-1B_rh - hatched.dwg			PLOT DATE / TIME 4/12/2020 2:38:24 PM		PLOT BY mickg		CLIENT ALTIS PROPERTY PARTNERS FRASERS PROPERTY		MAMRE SOUTH PRECINCT 657 - 708 MAMRE ROAD KEMPS CREEK 2178, NSW MAMRE ROAD AND BAKERS LANE UPGRADE ROAD STAGING PLAN SEQUENCE 1A OVER 1B NORTH MU GROUP REGISTRATION NO. 2020_8_SD_0003		SHEET 2 OF 2		ISSUE A	
REV AMENDMENT / REVISION DESCRIPTION			TITLE		NAME		DATE		DRAWN		M.S.		03-08-20	
01 PRELIMINARY DRAWING FOR DISCUSSION			DRAWN		M.S.				DRG CHECK					
02 PRELIMINARY DRAWING FOR DISCUSSION			DESIGN						DESIGN CHECK					
03 PRELIMINARY DRAWING FOR DISCUSSION			DESIGN MGR						DESIGN MGR					
			PROJECT MGR											

INITIALS		DATE	
M.S.		18-05-20	
M.S.		12-11-20	
M.S.		04-12-20	

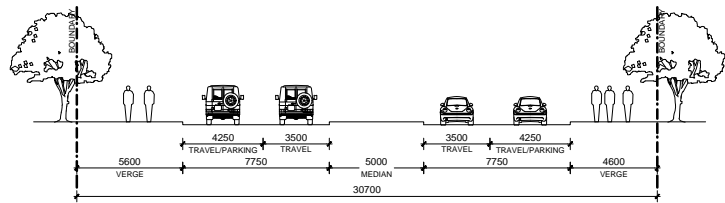
SCALES ON A4 x 4 SIZE DRAWING	
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HORIZ. SCALE	

DRAWINGS / DESIGN PREPARED BY	
MUGROUP TRANSPORT & INFRASTRUCTURE	
Level 4, 23-33 Mary Street, Surry Hills NSW 2010	
T 02 8095 6418 www.mugroup.com.au	

PLOT DATE / TIME 4/12/2020 2:38:24 PM		PLOT BY mickg	
TITLE MAMRE ROAD AND BAKERS LANE UPGRADE ROAD STAGING PLAN SEQUENCE 1A OVER 1B NORTH		DATE 03-08-20	
DRAWN M.S.			
DRG CHECK M.S.			
DESIGN M.S.			
DESIGN CHECK M.S.			
DESIGN MGR M.S.			
PROJECT MGR M.S.			

CLIENT ALTIS PROPERTY PARTNERS FRASERS PROPERTY		MAMRE SOUTH PRECINCT 657 - 708 MAMRE ROAD KEMPS CREEK 2178, NSW MAMRE ROAD AND BAKERS LANE UPGRADE ROAD STAGING PLAN SEQUENCE 1A OVER 1B NORTH MU GROUP REGISTRATION NO. 2020_8_SD_0003	
COMMERCIAL & INDUSTRIAL DIVISION 1 BONDURUM WAY SUDBURY NSW 2148 PH 02 9357 3300 FAX 02 9357 3308		ISSUE STATUS STRATEGIC	

Annexure B - Proposed Final Warehouse, Logistics and Industrial Facilities Hub PlanA handwritten signature in black ink, consisting of a large, stylized 'M' followed by a series of loops and a final flourish.



02 PROPOSED DISTRIBUTER ROAD - SECTION AA
SCALE - 1:200 @ A1



01 STATE SIGNIFICANT DEVELOPMENT APPLICATION PLAN
SCALE - 1:2500 @ A1

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REVISION	DESCRIPTION	DATE
A	FOR DISCUSSION	9/12/2020

DEVELOPMENT AREAS			
LOT 1 ** 51665 SQM			
WAREHOUSE	1A	11855 SQM	
OFFICE	1A	550 SQM	
WAREHOUSE	1B	11855 SQM	
OFFICE	1B	550 SQM	24810 SQM
LOT 2 ** 47724 SQM			
WAREHOUSE	2	22715 SQM	
OFFICE	2	1150 SQM	23865 SQM
LOT 3 36493 SQM			
WAREHOUSE	3A	8230 SQM	
OFFICE	3A	550 SQM	
WAREHOUSE	3B	8230 SQM	
OFFICE	3B	550 SQM	17560 SQM
LOT 4 23537 SQM			
WAREHOUSE	4	13340 SQM	
OFFICE	4	800 SQM	14140 SQM
LOT 5 ** 40726 SQM			
WAREHOUSE	5	17355 SQM	
OFFICE	5	840 SQM	
DOCK OFFICE	5	50 SQM	18245 SQM
LOT 6 ** 37947 SQM			
WAREHOUSE	6	14390 SQM	
OFFICE	6	800 SQM	
		15190 SQM	
LOT 7 33928 SQM			
WAREHOUSE	7	21785 SQM	
OFFICE	7	1100 SQM	22885 SQM
LOT 8 44315 SQM			
WAREHOUSE	8	24110 SQM	
OFFICE	8	1500 SQM	
DOCK OFFICE	8	50 SQM	25660 SQM
LOT 9 32124 SQM			
WAREHOUSE	9	18825 SQM	
OFFICE	9	900 SQM	19725 SQM
LOT 10 33545 SQM			
WAREHOUSE	10	15195 SQM	
OFFICE	10	800 SQM	15995 SQM
LOT 11 27470 SQM			
WAREHOUSE	11	16325 SQM	
OFFICE	11	800 SQM	17125 SQM
LOT 12 51720 SQM			
WAREHOUSE	12	26470 SQM	
OFFICE	12	1300 SQM	27770 SQM
LOT 13 30075 SQM			
WAREHOUSE	13	30075 SQM	
OFFICE	13	900 SQM	30975 SQM
LOT 14 31248 SQM			
WAREHOUSE	14	19120 SQM	
OFFICE	14	900 SQM	20020 SQM
LOT 15 31945 SQM			
WAREHOUSE	15	18860 SQM	
OFFICE	15	900 SQM	19760 SQM
LOT 16 42630 SQM			
WAREHOUSE	16	28290 SQM	
OFFICE	16	1300 SQM	29590 SQM
LOT 17 31690 SQM			
WAREHOUSE	17	20280 SQM	
OFFICE	17	1000 SQM	21280 SQM
LOT 18 31690 SQM			
WAREHOUSE	18	20280 SQM	
OFFICE	18	1000 SQM	21280 SQM
LOT 19 30825 SQM			
WAREHOUSE	19	19130 SQM	
OFFICE	19	1000 SQM	20130 SQM

LOT 20 ** (BIO-BASIN)	13976 SQM
LOT 21 (BIO-BASIN)	10785 SQM
LOT 22 (BIO-BASIN)	16591 SQM
LOT 23 ** (RE1)	20264 SQM
LOT 24 (RE1)	24653 SQM
LOT 25 (RE1)	31481 SQM
LOT 26 (RE2)	12382 SQM
LOT 26	62072 SQM
LOT 27	152034 SQM
LOT 28	55490 SQM
PUBLIC ACCESS ROADS	58490 SQM
BAKERS LANE ROAD WIDENING	5550 SQM
MAMRE ROAD WIDENING	16601 SQM
TOTAL	1171666 SQM
TOTAL SOUTHERN LINK ROAD (SLR) ***	29375 SQM
TOTAL FREIGHT RAIL CORRIDOR (FRC) ***	33306 SQM

LEGEND

- BULK EARTHWORKS
- BIO-BASIN
- ZONE RE1
- ZONE RE2

NOTE:
* BAKERS LANE TO BE WIDENED TO 30.7m
** LOTS AREAS INCLUDE SLR / FRC LAND
*** SLR AREAS SHOWN ON LOTS 5, 6, 10 & 12
*** FRC AREAS SHOWN ON LOTS 1, 2, 20 & 23

ALTIS
PROPERTY PARTNERS



COMMERCIAL & INDUSTRIAL DIVISION
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BUILDING C, LEVEL 3
RHODES NSW 2138
PO BOX 3307
RHODES NSW 2138
PHONE 02 9767 2000
FAX 02 9767 2908

PROJECT
STATE SIGNIFICANT DEVELOPMENT
APPLICATION PLAN FOR KEMPS CREEK

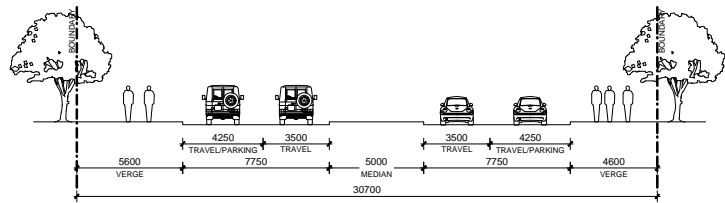
ADDRESS
MAMRE ROAD & BAKERS LANE
KEMPS CREEK

DRAWING TITLE
STATE SIGNIFICANT DEVELOPMENT
APPLICATION PLAN

SCALE 1:2500 @ A1
DRAWN MP
CHECKED MP
DATE 09.12.20
JOB NUMBER 0000-00-000

DRAWING NUMBER
ISSUE
SSD-MRM-VPA-001 A

Annexure C – SSD-9522 PlanA handwritten signature in black ink, consisting of a large, stylized 'C' followed by several vertical strokes and a final flourish.



02 PROPOSED DISTRIBUTER ROAD - SECTION AA
SCALE - 1:200 @ A1



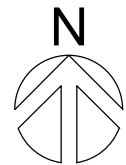
01 STATE SIGNIFICANT DEVELOPMENT APPLICATION PLAN
SCALE - 1:2500 @ A1

DEVELOPMENT AREAS			
LOT 1 **		51665 SQM	
WAREHOUSE	1A	11855 SQM	
OFFICE	1A	550 SQM	
WAREHOUSE	1B	11855 SQM	
OFFICE	1B	550 SQM	
		24810 SQM	
LOT 2 **		47724 SQM	
WAREHOUSE	2	22715 SQM	
OFFICE	2	1150 SQM	
		23865 SQM	
LOT 3		36493 SQM	
WAREHOUSE	3A	8230 SQM	
OFFICE	3A	550 SQM	
WAREHOUSE	3B	8230 SQM	
OFFICE	3B	550 SQM	
		17560 SQM	
LOT 4		23537 SQM	
WAREHOUSE	4	13340 SQM	
OFFICE	4	800 SQM	
		14140 SQM	
LOT 5 **		40726 SQM	
WAREHOUSE	5	17355 SQM	
OFFICE	5	840 SQM	
DOCK OFFICE	5	50 SQM	
		18245 SQM	
LOT 6 **		37947 SQM	
WAREHOUSE	6	14390 SQM	
OFFICE	6	800 SQM	
		15190 SQM	
LOT 7		33928 SQM	
WAREHOUSE	7	21785 SQM	
OFFICE	7	1100 SQM	
		22885 SQM	
LOT 8		44315 SQM	
WAREHOUSE	8	24110 SQM	
OFFICE	8	1500 SQM	
DOCK OFFICE	8	50 SQM	
		25660 SQM	
LOT 9		28502 SQM	
LOT 10 **		206003 SQM	
LOT 11 ** (BIO-BASIN)		13976 SQM	
LOT 12 (BIO-BASIN)		10785 SQM	
LOT 13 (BIO-BASIN)		16591 SQM	
LOT 14 ** (RE1)		20264 SQM	
LOT 15 (RE1)		24653 SQM	
LOT 16 (RE1)		31481 SQM	
LOT 17 (RE2)		12382 SQM	
STAGE 1 SUBDIVIDED LOT 2		140457 SQM	
STAGE 1 SUBDIVIDED LOT 3		62072 SQM	
STAGE 1 SUBDIVIDED LOT 4		152034 SQM	
STAGE 1 SUBDIVIDED LOT 5		55490 SQM	
PUBLIC ACCESS ROADS		58490 SQM	
BAKERS LANE ROAD WIDENING		5550 SQM	
MAMRE ROAD WIDENING		16601 SQM	
TOTAL		1171666 SQM	162355 SQM
TOTAL SOUTHERN LINK ROAD (SLR) ***		29375 SQM	
TOTAL FREIGHT RAIL CORRIDOR (FRC) ***		33306 SQM	

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REVISION	DESCRIPTION	DATE
A	FOR DISCUSSION	1/07/2020
B	FOR DISCUSSION	8/07/2020
C	FOR DISCUSSION	10/07/2020
D	FOR DISCUSSION	16/07/2020
E	FOR DISCUSSION	21/07/2020
F	FOR DISCUSSION	22/07/2020
G	FOR DISCUSSION	24/07/2020
H	DA ISSUE	28/07/2020
I	FOR DISCUSSION	13/08/2020
J	FOR DISCUSSION	31/08/2020
K	FOR DISCUSSION	03/09/2020
L	FOR DISCUSSION	11/09/2020
M	DA ISSUE	21/09/2020

LEGEND	
	BULK EARTHWORKS
	BIO-BASIN
	ZONE RE1
	ZONE RE2

NOTE:
* BAKERS LANE TO BE WIDENED TO 30.7m
** LOTS INCLUDE SLR / FRC LAND
*** SLR AREAS SHOWN ON LOTS 5, 6 & 10
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BUILDING C, LEVEL 3
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RHODES NSW 2138
PHONE 02 9767 2000
FAX 02 9767 2908

PROJECT
STATE SIGNIFICANT DEVELOPMENT
APPLICATION PLAN FOR KEMPS CREEK
ADDRESS
MAMRE ROAD & BAKERS LANE
KEMPS CREEK
DRAWING TITLE
STATE SIGNIFICANT DEVELOPMENT
APPLICATION PLAN

SCALE 1:2500 @ A1
DRAWN MP
CHECKED MP
DATE 21.09.20
JOB NUMBER 0000-00-000

DRAWING NUMBER
ISSUE
SSD-MRM-DA-009 M