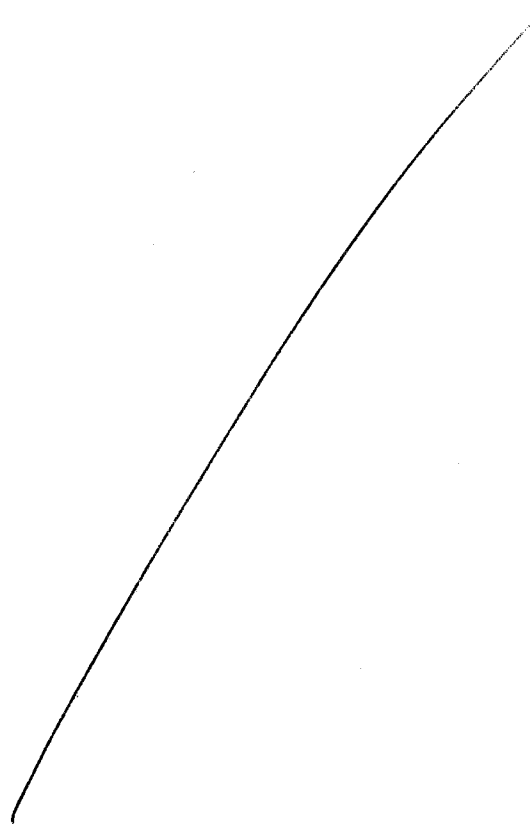


Mid-Western Regional Council

Caerleon Mudgee Pty Limited atf Caerleon Mudgee Trust ACN 154 227 219

Planning Agreement

Environmental Planning & Assessment Act 1979



Handwritten signatures in the bottom right corner.

Table of contents

1.	Definitions and Interpretation	1
1.1	Definitions	1
1.2	Interpretation	9
2.	Operation and status of this Agreement	10
3.	Application of the Agreement	11
4.	Application of section 94, section 94A and section 94EF of the Act.....	11
4.1	This Agreement wholly excludes the application of sections 94 and 94A of the Act to:.....	11
4.2	This Agreement wholly excludes the application of any local infrastructure contributions that may be required as a consequence of any planning legislation that replaces or repeals the Act to:.....	11
4.3	This Agreement does not exclude the application of section 94EF of the Act.....	11
5.	Requirement to provide the Development Contributions	11
5.1	Carrying out and Completion of the Works	11
5.2	Dedication of the Dedicated Land.....	15
5.3	Council Works	16
5.4	Payment of Monetary Contributions.....	16
5.5	The Developer must pay the Monetary Contributions required under clause 5.4 either by cheque made payable to the Council or by electronic transfer into a bank account, the details of which are to be provided by the Council to the Developer.	18
5.6	The Council acknowledges that the Monetary Contributions are provided by the Developer to the Council for the carrying out of upgrade works to Fairydale Lane and for the provision of Water and Sewerage Infrastructure by the Council.	18
5.7	Offset of value of part of the Dedicated Land against the payment of Monetary Contributions	18
6.	Completion of Works	19
6.1	The Developer must provide a Completion Notice to Council within fifteen (15) Business Days of completion of any item of the Works.	19
6.2	The Council must inspect the item of the Works set out in the Completion Notice within fifteen (15) Business Days of receipt of that Completion Notice.	19
6.3	Within the earlier of:.....	19
6.4	If the Council does not provide the Developer with notice in accordance with clause 6.3 the item of the Works set out in the Completion Notice will be deemed to have been completed on the date nominated in the Completion Notice.	20
6.5	Where the Council serves notice on the Developer pursuant to clause 6.3(d) the Developer must:.....	20
6.6	Where the Developer:.....	20
6.7	The provisions of clauses 6.2 to 6.5 (inclusive) apply to any New Completion Notice issued by the Developer.	20
7.	Developer's Capacity and Liability	20

7.1	The Developer enters into this Agreement in its capacity as trustee of the Caerleon Mudgee Trust or such other trust from time to time (Trust) and not in its personal capacity. The Developer incurs any liability or obligations to the Council solely in its capacity as trustee of the Trust.....	20
7.2	The liability of the Developer to Council under or arising out of or in connection with this Agreement is limited to and can only be enforced against the Developer to the extent to which it can be satisfied from that part of the Land being developed at the time the liability arises only. This clause does not apply to the extent to which there is a reduction in the Developer's right of indemnification out of the assets of the trust due to fraud or wilful default or gross negligence by the Developer	20
7.3	The Council has no right to an indemnity from and has no recourse against the members or beneficiaries of the Trust for or in respect of any liability or obligations of the Developer to Council.	21
7.4	This clause applies despite any other provision of this Agreement and extends to all liabilities and obligations of the Developer to Council under this Agreement.....	21
8.	Registration of this Agreement.....	21
8.1	Registration of this Agreement.....	21
8.2	Release and discharge of this Agreement	22
9.	Security and enforcement	22
9.1	Security	22
9.2	Compulsory acquisition	22
9.3	Council may charge interest on late payment of DSP Charges.....	23
9.4	Enforcement.....	23
9.5	No prevention to enforcement	23
9.6	Relevant Legal Challenge.....	23
10.	Dealings with Land	26
10.1	Subject to clause 10.1(b) the Developer must not have any Dealing unless:.....	26
10.2	If the Incoming Party is acquiring an interest in the Land or part of the Land as a purchaser of one or more lots in a community scheme, (whether or not the community plan has, at the date of exchange, been registered at Land and Property Information NSW), then the Developer may create that interest without requiring that party to enter into an agreement with the Council and the interest so created will not be in breach of this Agreement.....	26
11.	Dispute resolution	27
11.1	Not commence	27
11.2	Written notice of dispute	27
11.3	Attempt to resolve.....	27
11.4	Mediation.....	27
11.5	Disputes for Expert Determination	27
11.6	Choice of expert	28
11.7	Requirements for expert	28
11.8	Directions to expert.....	29
11.9	Expert not arbitrator.....	29

11.10	Compliance with directions	29
11.11	Expert may convene meetings.....	30
11.12	Final determination of expert	30
11.13	Other courses of action	30
11.14	Not use information	30
11.15	No prejudice	31
12.	GST	31
12.1	Interpretation	31
12.2	Subject to clause 12.3, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.	31
12.3	Clause 12.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.	31
12.4	If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> , the Parties agree:	32
12.5	No payment of any amount pursuant to this clause, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.	32
12.6	Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.	32
12.7	This clause continues to apply after expiration or termination of this Agreement.	32
13.	Costs.....	32
14.	Effect of Schedulised terms and conditions.....	32
15.	General provisions	33
15.1	Entire Agreement.....	33
15.2	Further Acts.....	33
15.3	Governing Law and Jurisdiction.....	33
15.4	No fetter	33
15.5	Representations and warranties	33
15.6	Severability.....	33
15.7	Modification	34
15.8	Waiver	34
15.9	Good Faith	34
15.10	Compliance with Laws	34
16.	Notices.....	35
16.1	Form.....	35
16.2	Receipt.....	35
17.	Counterparts	36

Schedule 1 - Requirements under section 93F of the Act	37
Schedule 2 - Land.....	39
Schedule 3 – Development Contributions	40
Schedule 4 – Terms of Licence	51
1. Definitions and Interpretation	51
1.1 In this Schedule, words beginning with a capital letter that are defined in clause 1.1 of this Agreement have the meaning ascribed to them in that clause.	51
1.2 For the purpose of this Schedule 4:.....	51
2. Licence	51
2.1 Personal rights	51
2.2 Leasehold interest	51
3. Compliance with authorities	52
3.1 No warranty as to suitability for use	52
3.2 Compliance with the terms of consents	52
3.3 Compliance with directions from Authorities	52
3.4 Obtaining further consents.....	52
4. Limitation of the Licensor’s liability	52
4.1 Insurances.....	52
4.2 Inspection of insurance.....	53
4.3 Cancellation of insurance	53
4.4 Risk	53
4.5 Indemnity.....	53
4.6 WH & S	53
Schedule 5 – Water and Sewerage Charges for Development Categories.....	54
Annexure A – Plans of the Land comprising two Site Identification Maps identifying the Land and an open space hierarchy plan identifying the Land for Open Space, Land for Riparian Corridors and Land for Stormwater Detention Basins	56
Annexure B – Plan identifying the realignment of Fairydale Lane, the indicative location where the shared footpath/cycle path connects with the Isbester Property boundary, the Isbester Property, the indicative location of the Land for Water Storage Reservoir and the indicative location of the Land for Sewerage Pumping Station.....	57
Annexure C – <i>Caerleon Mudgee Supplementary Landscape Report (Issue A)</i> prepared by Site Image (NSW) and dated 13 March 2013	58
Annexure D – Appendix C of <i>Mid-Western Regional Council Development Control Plan 2013</i>.....	59

Agreement made at _____ on _____ 2013

Parties **Mid-Western Regional Council** of 86 Market Street, Mudgee NSW 2850
(the Council)

Caerleon Mudgee Pty Limited atf **Caerleon Mudgee Trust ACN 154 227**
219 of Level 5, 17-19 Bridge Street, Sydney NSW 2000 (**Developer**)

Background

- A. The Developer has entered into a contract for sale to purchase the Land with completion to take place on or about 23 September 2013.
- B. The Developer intends to develop the Land.
- C. The Developer sought a change to the zoning of the Land and the Land was rezoned by *Mid-Western Regional Local Environmental Plan 2012 Amendment No. 3 (LEP Change)* in order to allow the Proposed Development on the Land.
- D. The Developer proposes to make Development Applications in accordance with the LEP Change.
- E. On 19 April 2013 the Developer lodged with the Council the Neighbourhood 1 Development Application.
- F. The Developer has offered to make the Development Contributions.
- G. The Parties have therefore agreed to enter into this Agreement to enable the Developer to make the Development Contributions.

Operative provisions

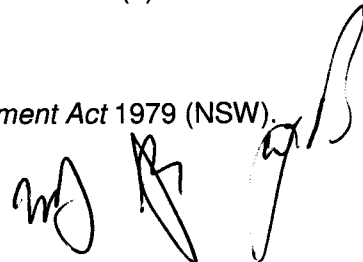
1. Definitions and Interpretation

1.1 Definitions

The meaning of capitalised terms and the provisions relating to the interpretation of this Agreement are as follows:

Accredited Certifier has the same meaning as in section 4(1) of the Act or in any act that replaces or repeals the Act.

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



Agreement means this Planning Agreement.

Application means an application for any Approval.

Approval means any approvals, consents, modifications, Part 4A Certificates, certificates, Construction Certificates, Compliance Certificate, Occupation Certificates, Complying Development Certificates, permits, endorsements, licences, conditions or requirements (and any variations to them) which may be required by law for the Proposed Development or for the commencement or carrying out of works contemplated by this Agreement.

Annexure A means the three plans of the Land annexed to this Agreement comprising two Site Identification Maps identifying the Land and an open space hierarchy plan identifying the Land for Open Space, Land for Riparian Corridors and Land for Stormwater Detention Basins and identified as Annexure A.

Annexure B means the plan identifying the realignment of Fairydale Lane, the indicative location where the shared footpath/cycle path connects with the Isbester Property boundary, the Isbester Property, the indicative location of the Land for Water Storage Reservoir and the indicative location of the Land for Sewerage Pumping Station which is annexed to this Agreement and identified as Annexure B.

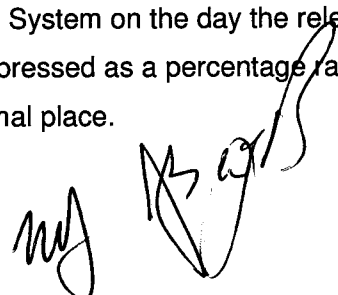
Annexure C means the *Caerleon Mudgee Supplementary Landscape Report (Issue A)* prepared by Site Image (NSW) and dated 13 March 2013 which is annexed to this Agreement and identified as Annexure C.

Annexure D means Appendix C of the *Mid-Western Regional Council Development Control Plan 2013* annexed to this Agreement and identified as Annexure D.

Australian Standards means the standards published by, or on behalf of, Standards Australia Limited ACN 087 326 690.

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under the Building Professionals Act 2005 (NSW).

Bank Bill Rate means, the average bid rate for bills having a tenor 90 days as displayed on the "BBSY" page of the Reuters Monitor System on the day the relevant payment is due (**Due Date**). The rate set must be expressed as a percentage rate per annum and be rounded up to the nearest fourth decimal place.



Bill means a bill of exchange as defined in the *Bills of Exchange Act 1909* (Cth) but does not include a cheque.

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

Claims means any allegation, debt, cause of action, liability, claim, proceedings, suit or demand of any nature however arising and whether fixed or unascertained, actual or contingent whether in law, in equity, under statute or otherwise.

Commencement Date means the date that this Agreement operates under clause 2(b).

Complete, Completed and Completion means completion of an item of the Works.

Completion Notice means a notice setting out an item of the Works that the Developer believes is complete and which is:

- (a) in writing;
- (b) states that it has been issued under this Agreement; and
- (c) has been issued by an Accredited Certifier.

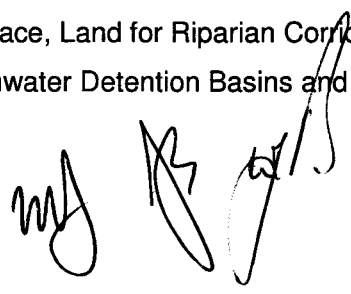
Consent Authority means, in relation to an Application, the Authority having the function to determine that Application.

Construction Certificate has the same meaning as in section 4(1) the Act or any act that replaces or repeals the Act.

CPI means the All Groups Consumer Price Index for Sydney as published by the Australian Bureau of Statistics. If the All Groups Consumer Price Index for Sydney ceases to be published by the Australian Bureau of Statistics, CPI means such replacement index which measures the total movement of consumer prices in Sydney which may be published by the Australian Bureau of Statistics.

Dealing means selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

Dedicated Land means the Land for Open Space, Land for Riparian Corridors, Land for Sewerage Pumping Station, Land for Stormwater Detention Basins and Land for Water Storage Reservoir.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

Defect Liability Period means the period of 12 months from the date on which the Defect Liability Works reach Completion.

Defect Liability Works means the Works in Items 10, 11, 12, 13, 14, 15, 16 and 17 of Schedule 3 that are constructed such as footpaths, cyclepaths, public toilets, and other such works, or planted such as trees (other than trees that have died from natural causes) but do not include the Works that are installed as fixtures such as tables, seating, play equipment, the temporary bus stop and other such works.

Development Application means each Application made or to be made under Part 4 of the Act or any act that replaces or repeals the Act, by or on behalf of the Developer, for consent to develop the whole or any part of the Land for the Proposed Development.

Development Consent means an Approval by the Consent Authority under Part 4 of the Act or any act that replaces or repeals the Act in response to a Development Application, including any modification of it.

Development Contribution means a contribution provided for in Schedule 3 to this Agreement.

Development Servicing Plan means a document prepared as a Development Servicing Plan for the purposes of and in accordance with Part 2 of the *Developer Charges Guidelines for Water Supply, Sewerage and Stormwater*, December 2002, issued by the NSW Office of Water under section 306(3)(c) of the *Water Management Act 2000*.

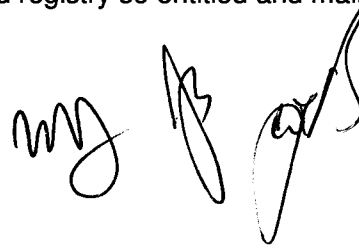
Easements means the Easement for Rising Main and to Drain Sewerage, Easement for Transmission Line 30.48 Wide and Easement for Transmission Line 45 wide marked and shown as (A), (B) and (C) on DP1184239.

Explanatory Note means the explanatory note required by the Regulation.

Financial Year means each period of 12 months commencing on 1 July and ending on 30 June.

First DSP Charges are the DSP charges per Equivalent Tenement required to be paid first by the Developer in accordance with Item 19 of Schedule 3.

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

Three handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

GST has the meaning it has in the GST Act.

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

Indexation Start Dates means 1 July in the year that falls after 12 months from the dates or times set out in Schedule 3 that Monetary Contribution is required to be paid by the Developer.

Indicative Concept Plan means a concept plan for the Land comprising:

- (a) a total lot yield of 900 – 1,200 lots;
- (b) a neighbourhood centre zoned as B4 Mixed Uses land located in the northern portion of the Land;
- (c) approximately one quarter of the Land as standard residential development area;
- (d) approximately one quarter of the Land as large lot residential development area;
- (e) approximately half of the Land as rural residential areas;
- (f) public open space and a riparian corridor across the balance of the Land;
- (g) a well-connected street network; and
- (h) sewer, water and stormwater drainage infrastructure,

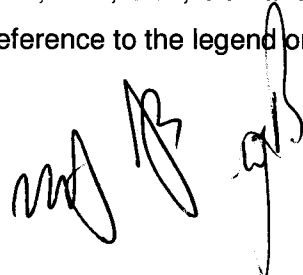
as shown in Appendix C of *Mid-Western Regional Council Development Control Plan 2013* which is Annexure D to this Agreement.

Interest Rate in relation to interest payable under this Agreement means the rate which is the Bank Bill Rate plus a margin of 2% per annum.

Isbester Property means the land identified on the plan in Annexure B as the Isbester Property by reference to the legend on that plan.

Land means the land described in Schedule 2, and as shown on the plans attached as Annexure A.

Land for Open Space means the land identified as OS1, OS2, OS3, OS4 and OS5 on the open space hierarchy plan in Annexure A, by reference to the legend on that plan.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

Land for Riparian Corridors means the land identified as riparian corridors on the open space hierarchy plan in Annexure A, by reference to the legend on that plan.

Land for Sewerage Pumping Station means the land identified as the land for sewerage pumping station and rising main on the plan in Annexure B, by reference to the legend on that plan.

Land for Stormwater Detention Basins means the land for stormwater detention basins, water quality facilities and open drains identified on the open space hierarchy plan in Annexure A, by reference to the legend on that plan.

Land for Water Storage Reservoir means the land identified as water storage reservoir including road access and distribution main on the plan in Annexure B, by reference to the legend on that plan.

Laws means:

- (a) the common law including principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an authority, presently applying or as they may apply in the future.

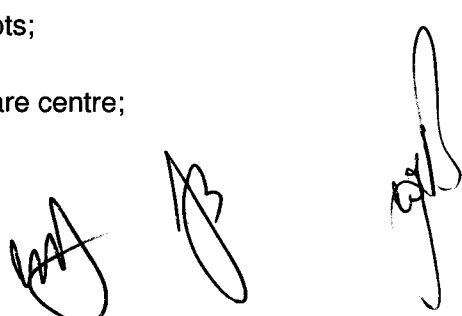
LPI means the Land and Property Information Divisions of the Department of Finance and Services or any similar department or authority that may be established from time to time.

Mid-Western Regional Council Development Control Plan 2013 means the development control plan adopted by the Council on 6 February 2013 and that commenced on 11 February 2013.

Monetary Contributions means the monetary contributions set out in Column 4 of Items 18 and 19 of Schedule 3.

Neighbourhood 1 Development Application means the Development Application lodged by the Developer with the Council on or about 19 April 2013 seeking development consent for the subdivision of part of the Land to:

- (a) create 267 residential lots;
- (b) create 1 lot for a childcare centre;



- (c) create 3 residue lots to be set aside for open space with an area of approximately 29,782m² of open space; and
- (d) the carrying out of subdivision works comprising site preparation and grading, tree removal, utilities augmentation, drainage, road construction and landscaping.

Occupation Certificate has the same meaning as in section 4(1) the Act or as in any act that replaces or repeals the Act.

Party means a party to this Agreement, including their respective successors and assigns.

Proposed Development means development generally in accordance with the Indicative Concept Plan.

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 & Assessment Regulation* 2000 (NSW).

Relevant Legal Challenge means proceedings in a court in which a declaration is sought that the LEP Change, any Development Consent and/or this Agreement is invalid and includes but is not limited to any proceedings in which such a declaration is sought which are heard on remitter from another court following an appeal.

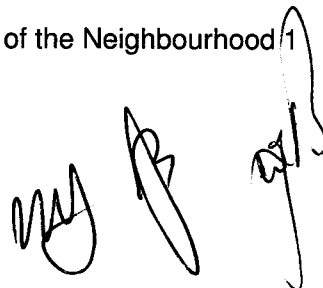
Reticulation Works means the internal distribution pipes for water and sewerage within the Land that specifically serves the Land.

Sewerage Treatment Works means sewerage treatment works and effluent management works.

Sewer Collection Systems means trunk mains, pumping stations and rising mains used for and in relation to the collection of sewerage.

Spine Road means the proposed new collector road from Hill End Road on the boundary of the Land to Fairydale Lane, as shown on the plans at Annexure A.

Stage 1 means that area of the Land the subject of the Neighbourhood 1 Development Application.



State means the State of New South Wales.

Suspension Expiry Date means the date on which the Suspension Period ends.

Suspension Period means the period of time from and including the date on which a document initiating a Relevant Legal Challenge has been served on either or both the Council and the Developer and ending on:

- (a) subject to paragraphs (b) and (c), the date on which:
 - (i) the Relevant Legal Challenge is discontinued; or
 - (ii) final orders (apart from any orders as to costs) are made in the Relevant Legal Challenge; or
 - (iii) for any other reason, the Relevant Legal Challenge no longer includes an application for a declaration that the LEP Change or/and this Agreement is invalid;

whichever is the earlier;

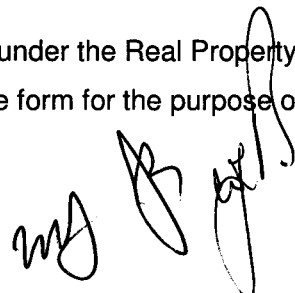
- (b) subject to paragraph (c), if an appeal notice is filed and served in connection with final orders in the Relevant Legal Challenge or an appeal from the Relevant Legal Challenge (apart from any orders as to costs), the date on which:

- (i) the appeal is discontinued; or
- (ii) for any other reason, the appeal no longer includes an appeal in respect of a court decision regarding the validity of the LEP Change and/or this Agreement whichever is earlier,

unless the orders in the appeal require the Relevant Legal Challenge to be remitted to another court in relation to the validity of the LEP Change and/or this Agreement, in which case paragraph (a) reapplies; or

- (c) the date which is 15 Business Days after the date on which the period of time allowed for filing an appeal notice described in paragraph (b) has expired, if no valid appeal notice has been filed and served by that first-mentioned date.

Transfer means a transfer in the approved form under the Real Property Act which is duly stamped, signed and otherwise in registrable form for the purpose of transferring



the Land for Open Space, Land for Riparian Corridors, Land for Stormwater Detention Basins, Land for Sewerage Pumping Station and Land for Water Storage Reservoir to the Council.

Valuer means a valuer who is a full member of the Australian Property Institute (NSW Division) with not less than 10 years of active engagement and experience in valuing properties which are used for purposes similar to the purpose for which the land the subject of the valuation is to be proposed to be used.

Water and Sewerage Infrastructure means Water Headworks, Water Distribution Works, Sewerage Treatment Works and Sewer Collection Systems but does not include Reticulation Works.

Water Distribution Works means trunk mains, storage and service reservoirs and minor pumping stations used for and in relation to the supply of water.

Water Headworks means dams, weirs, water treatment plants and works, headworks, major pumping stations and associated pipelines or tunnels used for and in relation to the supply of water.

Works means the works specified in Column 4 of Items 10, 11, 12, 13, 14, 15, 16 and 17 of Schedule 3.

1.2 Interpretation

In this Agreement:

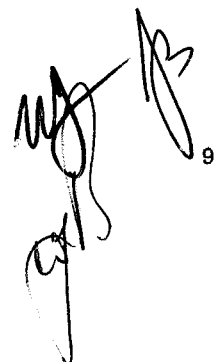
(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

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

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

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



9

- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **"includes"** in any form is not a word of limitation;
- (j) a reference to "\$" or "dollar" is to Australian currency;
- (k) the Schedules and Annexures to this Agreement form part of this Agreement; and
- (l) if a party to this Agreement is made up of more than one person:
 - (i) an obligation of those persons is joint and several;
 - (ii) a right of those persons is held by each of them severally; and
 - (iii) any references to that party is a reference to each of those persons separately, so that (for example), a representation, warranty or undertaking is given by each of them separately.

2. Operation and status of this Agreement

- (a) The Parties agree that this Agreement is a planning agreement within the meaning of section 93F of the Act.
- (b) This Agreement is entered into and takes effect on its execution by all the Parties but the Developer is not required to make the Development Contributions in accordance with clause 5 of this Agreement unless and until a Development Consent has been granted to the Neighbourhood 1



Development Application and the Developer has acted on that Development Consent.

- (c) The Developer agrees that it will not to act on any Development Consent granted to the Neighbourhood 1 Development Application unless and until it is the owner of the Land.
- (d) This Agreement will terminate 1 month after the Development Contributions have been made in accordance with clause 5 of this Agreement.

3. Application of the Agreement

This Agreement applies to the Land.

4. Application of section 94, section 94A and section 94EF of the Act

4.1 This Agreement wholly excludes the application of sections 94 and 94A of the Act to:

- (a) the Proposed Development; and
- (b) the Development Consents.

4.2 This Agreement wholly excludes the application of any local infrastructure contributions that may be required as a consequence of any planning legislation that replaces or repeals the Act to:

- (a) the Proposed Development; and
- (b) the Development Consents.

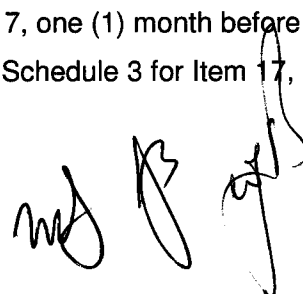
4.3 This Agreement does not exclude the application of section 94EF of the Act.

5. Requirement to provide the Development Contributions

5.1 Carrying out and Completion of the Works

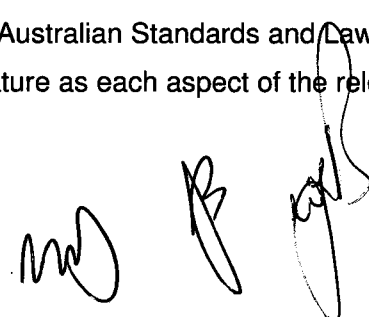
- (a) The Developer must at its cost procure that each item of the Works is completed in accordance with this Agreement and by the dates or times specified in Column 5 of Items 10, 11, 12, 13, 14, 15, 16 and 17 of Schedule 3.

- (b) The Parties acknowledge and agree that further design detail and refinement are/may be necessary in relation to the Works.
- (c) The Developer must:
- (i) prepare the detailed description, including, design drawings, for each of the relevant Works and in relation to the Works in Items 10, 11, 12, 13 and 14 of Schedule 3, that detailed description and design is to be generally in accordance with the *Caerleon Mudgee Supplementary Landscape Report Issue A* prepared by Site Image and dated 13 March 2013 in Annexure C; and
 - (ii) submit it to Council for approval, such approval not to be unreasonably withheld, by the times set out below:
 - A. in relation to the Works in Item 10 of Schedule 3, one (1) month before the application for any construction certificate for the relevant Works;
 - B. in relation to the Works for Item 11 in Schedule 3, one (1) month before the application for any construction certificate for the relevant Works;
 - C. in relation to the Works in Item 12 in Schedule 3, one (1) month before the application for any construction certificate for the relevant Works;
 - D. in relation to the Works in Items 13 and 14 in Schedule 3 in each case, one (1) month before the application for any construction certificate for the relevant Works;
 - E. in relation to the Works in Item 15 of Schedule 3, one (1) month before the application for any construction certificate for the relevant Works;
 - F. in relation to Item 16, before the application for any construction certificate for the relevant Works.
 - G. in relation to Item 17, one (1) month before the times set out in Column 5 of Schedule 3 for Item 17,

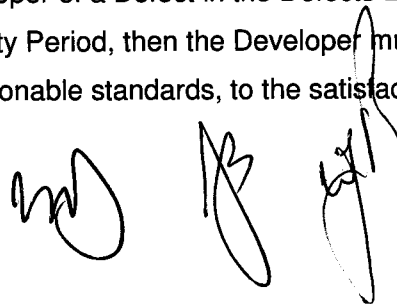
Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

or in each case, such other time as agreed by the Parties in writing.

- (d) The Council must promptly (and in any event within 40 days of submission) give the Developer notice whether or not the design drawings and description of the Works prepared under subclause (c) are satisfactory. If the design or description are not satisfactory to the Council, acting reasonably, having regard to the *Caerleon Mudjee Supplementary Landscape Report Issue A* prepared by Site Image and dated 13 March 2013 in Annexure C then the Council must identify the further information, or modifications, (as the case may be) which are required so that the Works are in accordance with the requirements of the *Caerleon Mudjee Supplementary Landscape Report Issue A* only. If the Developer does not agree to amend the proposed design to take into account the further information or modifications required by the Council under this clause then the dispute procedures in clause 11 will apply.
- (e) The Council and the Developer will use all reasonable endeavours and act in good faith to agree to the design and location of the shared footpath/cycle path to be provided from Stage 1 to the Isbester Property.
- (f) Following the agreement between the Council and the Developer as to the design and location of the shared footpath/cycle path referred to in paragraph (e) above, the Developer will use all reasonable endeavours to obtain the necessary approvals from any Authority required to be obtained before the shared footpath/cycle path can be constructed.
- (g) The Developer must construct and complete each item of the Works:
 - (i) in accordance with all Approvals issued by an Authority with respect to the construction and use of the particular item of the Works;
 - (ii) in accordance with the detailed design for the Works referred to in paragraphs (c) and (d) above;
 - (iii) in accordance with any Australian Standards and Laws applicable to works of the same nature as each aspect of the relevant item of the Works; and



- (iv) in a proper and workmanlike manner complying with the current industry practice and standards relating to each aspect of the relevant item of the Works.
- (h) When, in the opinion of the Developer, a Defect Liability Work has reached completion, the Developer must notify the Council's representative referred to in clause 16.1 in writing, and must include in that notice:
 - (i) a statement from the person with direct responsibility carriage and supervision of that work that in their opinion the relevant Defect Liability Work has reached completion; and
 - (ii) copies of any certification, warranties, guarantees, maintenance information or other material reasonably required for the ongoing repair, maintenance, or servicing (as the case may be) of any part of the relevant Defect Liability Work; and
 - (iii) at least three (3) sets of the "as built" drawings of the Defect Liability Works (excluding street trees), including one set in CAD format.
- (i) The Council's representative must inspect the relevant Defect Liability Work within fourteen (14) days of notification under clause 5.1(h) and must by notice to the Developer either:
 - (i) concur that Completion has been achieved; or
 - (ii) disagree that Completion has been achieved and (if the Council's representative so disagrees) identify any material defects in the relevant Defect Liability Work that adversely affect the ordinary use and enjoyment of that work or will require maintenance or rectification to be performed to the relevant Defect Liability Work as a result of the existence of the defect (**Defect**) and which in the opinion of the Council's representative prevent Completion. For the avoidance of doubt a Defect does not include damage to a Defect Liability Work caused by a third party.
- (j) If the Council notifies the Developer of a Defect in the Defects Liability Works within the Defects Liability Period, then the Developer must remedy the Defect to the Council's reasonable standards, to the satisfaction of the



Council's representative, within a reasonable period (having regard to the nature of the defect).

- (k) The Developer must follow the procedure set out in clause 5.1(h) in respect of the rectification of any Defect.
- (l) Clauses 5.1(h), (i), (j) and (k) do not detract from, limit or override any condition of any Development Consent requiring the Developer to pay to the Council a defect liability bond, or otherwise dealing with defects liability in relation to any infrastructure works carried out by the Developer as part of the Development and which are not subject to clauses 5.1(h), (i), (j) and (k) and transferred, dedicated to or vested in the Council. For the avoidance of doubt, such infrastructure works are subject to the conditions of any Development Consent.
- (m) Clauses 5.1(h), (i), (j), (k) and (l) do not merge on termination of this Agreement but instead survive such termination and continue to be effective until all of the obligations contemplated by those clauses have been completed.

5.2 Dedication of the Dedicated Land

- (a) The Developer must dedicate or transfer:
 - (i) the Land for Open Space;
 - (ii) the Land for Riparian Corridors;
 - (iii) the Land for Stormwater Detention Basins;
 - (iv) the Land for Sewerage Pumping Station, having an area of not greater than 0.1ha not including the area required for access and service provision; and
 - (v) the Land for Water Storage Reservoir, having an area of not greater than 0.5ha excluding the area required for access and service provision,

to the Council by the dates or times specified in Column 5 of Items 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Schedule 3, free of any trusts, estates, interests, covenants and encumbrances (other than the Easements) and at no cost to the Council.

- (b) After an item of Work has been completed and the land required to be dedicated in accordance with this Agreement has been dedicated or transferred by the Developer to the Council, the Council accepts ownership, risk, possession and control of that land.

5.3 Council Works

- (a) The Developer will grant to the Council a licence to enter and occupy the Land for Sewerage Pumping Station and the Land for Water Storage Reservoir generally in accordance with the provisions in Schedule 4 for the purpose of allowing Council to exercise any right granted to Council under this Agreement.
- (b) The Parties agree that in lieu of the Council carrying out the works to the Land for Sewerage Pumping Station and the Land for Water Storage Reservoir, the Developer may build those works, at the Council's cost. The Parties acknowledge that in that event, a further agreement between the Parties will be required setting out each Parties' obligations in relation to those works.
- (c) The Parties agree to work together and act in good faith to agree to design and locate Water Headworks, Sewerage Treatment Works, Water Distribution Works and Sewer Collection Systems required to service the catchment area in the most efficient and cost effective manner for both parties.
- (d) In the event of any dispute between the Parties in relation to the design of the works referred to in paragraph 5.3(c) or the location of, the Land for Sewerage Pumping Station and the Land for Water Storage Reservoir, the Parties agree that clause 11 will apply to the dispute.

5.4 Payment of Monetary Contributions

- (a) Subject to clause 5.7 and in accordance with clauses 5.4(b) and (c), the Developer must pay the Monetary Contributions to the Council by the dates or times specified in Column 5 of Items 18 and 19 of Schedule 3.
- (b) In relation to the Monetary Contribution in Item 19 of Schedule 3:
 - (i) if at any time the Council prepares new Development Servicing Plan calculations which are less than the Monetary Contribution

required to be paid by the Developer in Item 19 of Schedule 3, the Developer's obligation to pay the monetary contribution will be reduced to the lesser sum; and

(ii) after a period of 10 years from the commencement of this Agreement, the Parties agree to use reasonable endeavours to renegotiate the Development Servicing Plan charges and clause 5.4(a) above will cease to apply to Development Service Plan charges after that 10 year period.

(c) Any Monetary Contribution required to be paid under this Agreement is to be indexed as follows.

On each anniversary of the Indexation Start Date the Monetary Contributions will be varied in accordance with the following formula:

$$P = A + (A \times Z)$$

Where:

P means the Monetary Contributions payable for that Financial Year (**Relevant Financial Year**);

A means the Monetary Contributions payable for the Financial Year immediately before the Relevant Financial Year; and

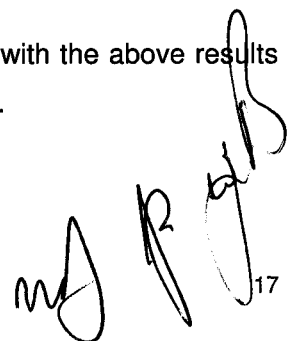
Z is (Current Period CPI – Previous Period CPI) / Previous Period CPI (expressed as a percentage)

Where:

Current Period CPI means the CPI last published immediately before the commencement of the Relevant Financial Year; and

Previous Period CPI means the CPI last published immediately before the date which is one year prior to the commencement of the Relevant Financial Year.

However, if the figure for **Z** calculated in accordance with the above results in a figure which is greater than 3%, then **Z** will be 3%.



Handwritten signatures and initials, including a large signature and the number 17.

5.5 The Developer must pay the Monetary Contributions required under clause 5.4 either by cheque made payable to the Council or by electronic transfer into a bank account, the details of which are to be provided by the Council to the Developer.

5.6 The Council acknowledges that the Monetary Contributions are provided by the Developer to the Council for the carrying out of upgrade works to Fairydale Lane and for the provision of Water and Sewerage Infrastructure by the Council.

5.7 Offset of value of part of the Dedicated Land against the payment of Monetary Contributions

(a) The amount of the Monetary Contributions to be paid by the Developer under this Agreement is to be offset against the value of the Land for Sewerage Pumping Station and the Land for Water Storage Reservoir to be dedicated to the Council by the Developer. For the avoidance of doubt, where the Land for Sewerage Pumping Station is zoned RE1 public recreation at the time it is dedicated to the Council, no offset applies to the Monetary Contributions.

(b) The amount of the Monetary Contributions to be paid by the Developer under this Agreement are not to be offset against the value of any easement affecting the Land provided by, or required to be provided by the Developer to the Council.

(c) The value of the Land for Sewerage Pumping Station and the Land for Water Storage Reservoir (excluding any easement affecting such land provided by, or required to be provided by the Developer to the Council) is to be determined in accordance with the following rates:

(i) \$50.00 per sqm for non-residential zoned land; and

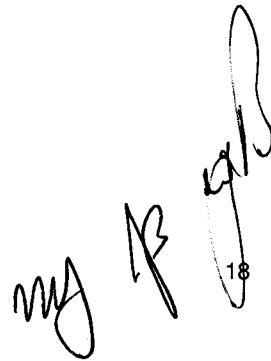
(ii) \$187.50 per sqm for land zoned residential

(collectively, Rates).

(d) The Rates referred to in paragraph (c) above are to be indexed on 1 July in each year after the commencement of this Agreement in accordance with the following formula:

$$P = A + (A \times Z)$$

Where:



P means the relevant Rate applicable for that Financial Year (Relevant Financial Year);

A means the Rate applicable for the Financial Year immediately before the Relevant Financial Year; and

Z is $(\text{Current Period CPI} - \text{Previous Period CPI}) / \text{Previous Period CPI}$ (expressed as a percentage)

Where:

Current Period CPI means the CPI last published immediately before the commencement of the Relevant Financial Year; and

Previous Period CPI means the CPI last published immediately before the date which is one year prior to the commencement of the Relevant Financial Year.

However, if the figure for *Z* calculated in accordance with the above results in a figure which is greater than 3%, then *Z* will be 3%.

6. Completion of Works

6.1 The Developer must provide a Completion Notice to Council within fifteen (15) Business Days of completion of any item of the Works.

6.2 The Council must inspect the item of the Works set out in the Completion Notice within fifteen (15) Business Days of receipt of that Completion Notice.

6.3 Within the earlier of:

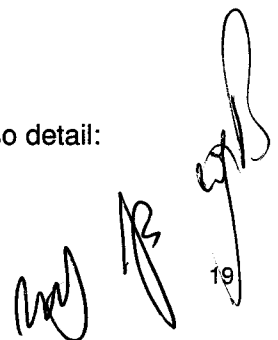
(a) fifteen (15) Business Days of inspecting the item of the Works set out in a Completion Notice; or

(b) twenty-eight (28) days from the receipt of the relevant Completion Notice,

the Council must provide notice in writing to the Developer that the item of the Works set out in the Completion Notice:

(c) has been completed; or

(d) has not been completed in which case the notice must also detail:



Handwritten signatures and initials, including a large signature on the right and smaller initials on the left, located at the bottom right of the page.

- (i) those aspects of the relevant item which have not been completed; and
- (ii) the work the Council requires the Developer to carry out in order to rectify those deficiencies.

6.4 If the Council does not provide the Developer with notice in accordance with clause 6.3 the item of the Works set out in the Completion Notice will be deemed to have been completed on the date nominated in the Completion Notice.

6.5 Where the Council serves notice on the Developer pursuant to clause 6.3(d) the Developer must:

- (a) rectify the deficiencies in that item of the Works in accordance with that notice within three (3) months from the date it is issued by the Council; or
- (b) serve a further notice on the Council that it disputes the matters set out in the Notice.

6.6 Where the Developer:

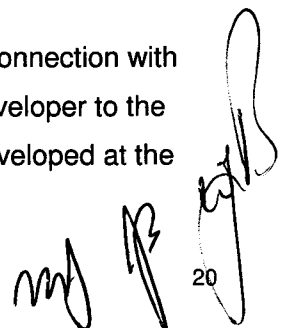
- (a) serves notice on the Council in accordance with clause 6.5, the dispute resolution provisions of this Agreement apply; or
- (b) rectifies the item of the Works in accordance with clause 6.5(a), it must serve upon the Council a new Completion Notice for that item of the works (New Completion Notice).

6.7 The provisions of clauses 6.2 to 6.5 (inclusive) apply to any New Completion Notice issued by the Developer.

7. Developer's Capacity and Liability

7.1 The Developer enters into this Agreement in its capacity as trustee of the Caerleon Mudgee Trust or such other trust from time to time (**Trust**) and not in its personal capacity. The Developer incurs any liability or obligations to the Council solely in its capacity as trustee of the Trust.

7.2 The liability of the Developer to Council under or arising out of or in connection with this Agreement is limited to and can only be enforced against the Developer to the extent to which it can be satisfied from that part of the Land being developed at the



Handwritten signatures and initials, including a large signature on the right and smaller initials on the left.

time the liability arises only. This clause does not apply to the extent to which there is a reduction in the Developer's right of indemnification out of the assets of the trust due to fraud or wilful default or gross negligence by the Developer .

7.3 The Council has no right to an indemnity from and has no recourse against the members or beneficiaries of the Trust for or in respect of any liability or obligations of the Developer to Council.

7.4 This clause applies despite any other provision of this Agreement and extends to all liabilities and obligations of the Developer to Council under this Agreement.

8. Registration of this Agreement

8.1 Registration of this Agreement

(a) As contemplated by section 93H of the Act, the Developer, within two (2) calendar months of the date of this Agreement, agrees to procure the registration of this Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register for the Land.

(b) The Developer, at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:

(i) the consent of each person who:

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

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

(ii) the execution of any documents; and

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

to enable the registration of this Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register for the Land in accordance with section 93H of the Act.

(c) The Developer will, within 15 Business Days of registration of this Agreement on the relevant folios of the Register for the Land in accordance

with clause 8.1(a) and (b) above, provide the Council with a copy of the relevant folios of the Register for the Land.

8.2 Release and discharge of this Agreement

Where the Developer has satisfied its obligations under this Agreement in respect to any part of the Land, the Council will do all things reasonably required by the Developer to release and discharge this Agreement with respect to that part of the Land including removing this Agreement from the title of any part of that Land within 15 business days after a written request to do so by the Developer.

9. Security and enforcement

9.1 Security

In consideration of the Council entering into this Agreement, the Developer has agreed to provide security to the Council for performance of the Developer's obligations under this Agreement by the registration of this Agreement under clause 8.1 of this Agreement and by agreeing to clauses 9.2, and 9.3 of this Agreement.

9.2 Compulsory acquisition

- (a) If the Developer does not transfer any part of the Dedicated Land to the Council as required by this Agreement, the Developer consents to the Council compulsorily acquiring that part of the Dedicated Land, in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*, for the amount of \$1.00 for each part of the Dedicated Land required to be dedicated under this Agreement.
- (b) Before exercising the right conferred in clause 9.2(a), the Council must:
 - (i) give written notice to the Developer to rectify the non-compliance within 30 Business Days of receipt of the written notice; and
 - (ii) allow the Developer to rectify the non-compliance within 30 Business Days of the receipt of the written notice referred to in paragraph 9.2(b)(i).
- (c) The Developer and the Council agree that:

- (i) this clause 9.2 is an agreement between them for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*; and
- (ii) in this clause 9.2 they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.

9.3 Council may charge interest on late payment of DSP Charges

The Developer agrees to pay interest to the Council on any amount of the Monetary Contributions in Item 19 of Schedule 3 from 28 days after it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the Council, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate.

9.4 Enforcement

This Agreement may be enforced by any Party in any court of competent jurisdiction.

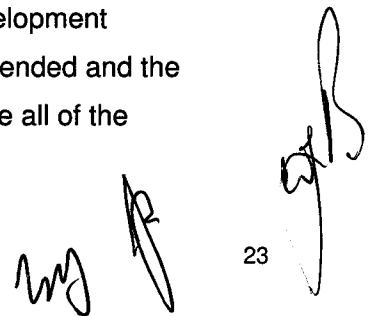
9.5 No prevention to enforcement

For the avoidance of doubt, nothing in this Agreement prevents:

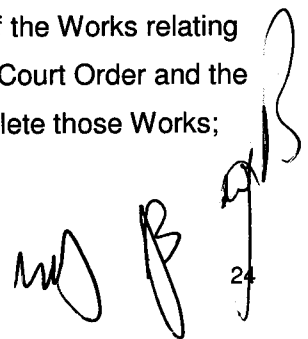
- (a) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
- (b) the Council from exercising any function under any Legislation, including the Act, or any other Legislation or Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

9.6 Relevant Legal Challenge

- (a) Notwithstanding anything else in this Agreement, and subject to clause 9.6(b), the Council agrees that in the event that a Relevant Legal Challenge is commenced:
 - (i) the Developer's obligations to make the Development Contributions under this Agreement are suspended and the Council cannot require the Developer to make all of the Development Contributions; and

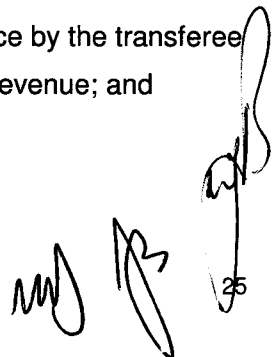


- (ii) the consent provided under this Agreement by the Developer to the compulsory acquisition of any part of the Dedicated Land by the Council is withdrawn, is of no effect and the Council cannot compulsorily acquire any part of the Dedicated Land pursuant to this Agreement.
- (b) Clause 9.6(a) will have effect only for the Suspension Period.
- (c) If, at the end of the Suspension Period, there is no effective Court declaration or order that the LEP Change, or any of the Development Consents and/or this Agreement is invalid, the Parties agree that from (and including) the Suspension Expiry Date:
 - (i) the Developer's obligations to make the Development Contributions under this Agreement have full legal force and effect and the Developer must make the Development Contributions by the dates or times provided in Column 5 of Schedule 3; and
 - (ii) the Developer gives its consent to the Council compulsorily acquiring the Dedicated Land upon the terms agreed in this Agreement.
- (d) If, at the end of the Suspension Period, there is an effective Court declaration or order that the LEP Change, any of the Development Consents and/or this Agreement is invalid (**Court Order**), the Parties agree that from (and including) the Suspension Expiry Date:
 - (i) where the Developer has paid the whole or any part of the Monetary Contributions or transferred the whole or any part of the Dedicated Land to the Council or the Council has compulsorily acquired the whole or any part of the Dedicated Land under this Agreement by the Suspension Expiry Date, the provisions of clause 9.6(e) apply; or
 - (ii) where the Developer has not completed the whole or any part of the Works by the Suspension Expiry Date, the Developer has no obligation to complete the whole or any part of the Works relating to or connected with the subject matter of the Court Order and the Council cannot require the Developer to complete those Works;



Handwritten signatures and initials, including a large stylized signature and the number 24.

- (iii) where the Developer has not transferred the whole or any part of the Dedicated Land to the Council by the Suspension Expiry Date:
 - A. the Developer has no obligation to transfer or dedicate the whole or any part of the Dedicated Land relating to or connected with the subject matter of the Court Order and the Council cannot require the Developer to transfer that Dedicated Land; and
 - B. the consent provided under this Agreement by the Developer to the compulsory acquisition of that Dedicated Land is withdrawn, is of no effect and the Council cannot compulsorily acquire that Dedicated Land pursuant to this Agreement; or
- (iv) where the Developer has not paid the whole or any part of the Monetary Contributions to the Council by the Suspension Expiry Date, the Developer has no obligation to pay the whole or part of the Monetary Contributions relating to or connected with the subject matter of the Court Order and the Council cannot require the Developer to pay those Monetary Contributions.
- (e) In the event that clause 9.6(d)(i) applies, the Council agrees:
 - (i) to transfer back to the Developer that part of Dedicated Land relating to or connected with the subject matter of the Court Order free of all encumbrances and affectations that were created after the date that the Council acquired that land (by way of transfer or compulsory acquisition); and
 - (ii) to deliver to the Developer within 20 Business Days after the Suspension Expiry Period Date:
 - A. a form of transfer or transfers in respect of the relevant Dedicated Land in favour of the Developer, for a consideration of \$1.00 executed by the Council and in registrable form except for acceptance by the transferee and marking by the Office of State Revenue; and



Handwritten signatures and initials at the bottom right of the page, including a large signature and the number 25.

B. the certificate or certificates of title for the relevant Dedicated Land,

and the Council must take any other necessary action (other than paying stamp duty associated with the transfer) to give effect to the transfer of the title of the relevant Dedicated Land to the Developer free of all encumbrances and affectations that were created after the date that the Council acquired that land (by way of transfer or compulsory acquisition); and

(iii) to pay back to the Developer the relevant Monetary Contributions that were paid by the Developer to the Council pursuant to this Agreement, including interest calculated in accordance with the Interest Rate.

10. Dealings with Land

10.1 Subject to clause 10.1(b) the Developer must not have any Dealing unless:

- (a) the Developer first informs the proposed assignee, transferee, purchaser or other party of this Agreement and provides the proposed assignee, transferee, purchaser or other party with a copy of this Agreement; and
- (b) where the Dealing involves selling, transferring or assigning of the Land or part of the Land only, the Developer transfers the obligations of this Agreement to the assignee, transferee or purchaser. For the avoidance of doubt, the Developer is not required to transfer the obligations of this Agreement to any mortgagee or charge.

10.2 If the Incoming Party is acquiring an interest in the Land or part of the Land as a purchaser of one or more lots in a community scheme, (whether or not the community plan has, at the date of exchange, been registered at Land and Property Information NSW), then the Developer may create that interest without requiring that party to enter into an agreement with the Council and the interest so created will not be in breach of this Agreement.



Handwritten signatures and initials, including a large signature on the right and smaller initials on the left.

11. Dispute resolution

11.1 Not commence

A Party must not commence any court proceedings relating to a dispute unless it complies with this clause 11.

11.2 Written notice of dispute

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

11.3 Attempt to resolve

On receipt of notice under clause 11.2, the Parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

11.4 Mediation

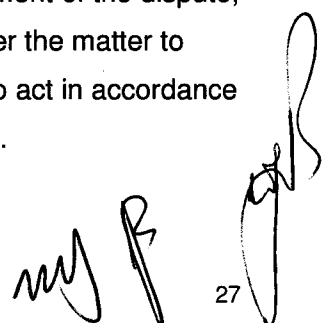
If the Parties do not agree within 21 days of receipt of notice under clause 11.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all 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 Rules of the Law Society of NSW. 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.

11.5 Disputes for Expert Determination

If the mediation referred to in clause 11.4 has not resulted in settlement of the dispute, any Party may, with the prior written consent of the other Party, refer the matter to expert determination in accordance with clause 11.6, such expert to act in accordance with the requirements of clauses 11.7, 11.8, 11.9, 11.10 and 11.11.



Handwritten signatures and initials, including a large signature on the right and initials 'my B' on the left.

11.6 Choice of expert

- (a) A dispute to be referred to an expert in accordance with clause 11.5 must be determined by an independent expert in the relevant field:
- (i) agreed between and appointed jointly by the Parties; or
 - (ii) in the absence of agreement within 5 Business Days of the agreement of the Parties to refer the matter to expert determination under clause 11.5, appointed by the President or other senior officer for the time being of the body administering the relevant field.
- (b) If the Parties cannot agree as to the relevant field, any one Party may refer the matter to the President of the New South Wales Bar Association (or the President's nominee) whose decision as to the relevant field is final and binding on the Parties.

11.7 Requirements for expert

- (a) The expert appointed to determine a dispute:
- (i) must have a technical understanding of the issues in contest;
 - (ii) must not have a significantly greater understanding of one Party's business or operations which might allow the other side to construe this greater understanding as a bias or a conflict of interest;
 - (iii) must inform the Parties before being appointed to the extent of the expert's understanding of each Party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Parties.
- (b) The Parties must enter into an agreement with the expert appointed under this clause 11.7 setting out the terms of the expert's determination and the fees and expenses payable to the expert.

11.8 Directions to expert

In reaching a determination in respect of a dispute under clause 11.5, the independent expert must give effect to the intent of the Parties entering into this Agreement.

11.9 Expert not arbitrator

The expert must:

- (a) act as an expert and not as an arbitrator; and
- (b) proceed in any manner as the expert thinks fit but must observe the rules of natural justice but not the rules of evidence, not accept verbal submission unless both Parties are present and on receipt of written submissions from one Party ensure that a copy of such submission is given promptly to the other Party; and
- (c) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the dispute; and
- (d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes); and
- (e) issue a draft certificate stating the expert's intended determination giving each Party 15 Business Days to make further submissions; and
- (f) issue a final certificate stating the expert's determination; and
- (g) act with expedition with a view to issuing the final certificate as soon as practicable.

11.10 Compliance with directions

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

- (a) a short statement of facts; and
- (b) a description of the dispute; and

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

11.11 Expert may convene meetings

- (a) The expert will hold a meeting with all the Parties present to discuss the dispute.
- (b) The meeting must be conducted in a manner which the expert considers appropriate.
- (c) The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- (d) The Parties agree that a meeting under this paragraph is not a hearing and is not an arbitration.

11.12 Final determination of expert

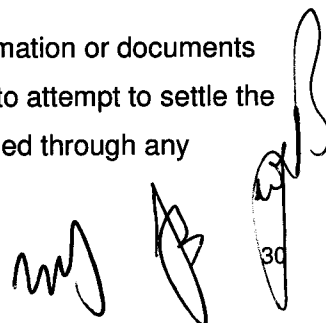
- (a) The Parties agree that the final determination by an expert will be final and binding upon them.
- (b) The expert will not be liable in respect of the expert determination, except in the case of fraud or misfeasance by the expert or mediator.
- (c) The Parties agree to release and indemnify the expert from and against all Claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any person in respect of the expert's appointment to determine the dispute.

11.13 Other courses of action

If the mediation referred to in clause 11.4 or the expert determination required or agreed under clause 11.5 has not resulted in resolution of the dispute, any Party may take whatever course of action it deems appropriate (including commencing and prosecuting any proceedings in any court of competent jurisdiction) for the purpose of resolving the dispute.

11.14 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 11 is to attempt to settle the dispute. No party may use any information or documents obtained through any



30

dispute resolution process undertaken under this clause 11 for any purpose other than in an attempt to settle the dispute.

11.15 No prejudice

This clause 11 does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Agreement.

12. GST

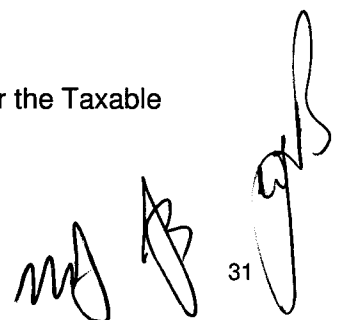
12.1 Interpretation

In this clause 12:

- (a) Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.
- (b) GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- (c) GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (d) Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- (e) Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

12.2 Subject to clause 12.3, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

12.3 Clause 12.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.



31

12.4 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

- (a) to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- (b) that any amounts payable by the Parties in accordance with clause 12.2 (as limited by clause 12.3) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

12.5 No payment of any amount pursuant to this clause, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.

12.6 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

12.7 This clause continues to apply after expiration or termination of this Agreement.

13. Costs

The Developer agrees to pay the Council's reasonable legal costs and other costs incurred by the Council in relation to the negotiation, preparation, execution, advertising, stamping and registration of this Agreement up to \$10,000 (including GST).

14. Effect of Schedulised terms and conditions

The Parties agree to comply with the terms and conditions contained in the Schedules to this Agreement as if those rights and obligations were expressly set out in full in the operative parts of this Agreement.



15. General provisions

15.1 Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, anything said or done by another Party, or by an officer, agent or employee of that Party, before the Agreement was executed.

15.2 Further Acts

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

15.3 Governing Law and Jurisdiction

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

15.4 No fetter

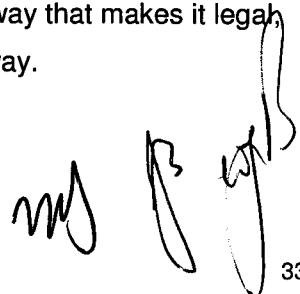
Nothing in this Agreement is to be construed as requiring an Authority to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing in this Agreement is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

15.5 Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under this Agreement and that entry into this Agreement will not result in the breach of any law.

15.6 Severability

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



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

15.7 Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

15.8 Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

15.9 Good Faith

Each Party must act in good faith towards the other Party and use its best endeavours to comply with the spirit and intention of this Agreement.

15.10 Compliance with Laws

If a Law is changed or a new Law comes into force (both referred to as a **New Law**) and the Developer is obliged by the New Law to do something or pay an amount for a purpose which it is already contractually obliged to do or pay under this Agreement then, to the extent only that the relevant obligation is required under both the New Law and this Agreement, compliance with this Agreement will constitute compliance with the New Law and compliance with the New Law will constitute compliance with this Agreement.

16. Notices

16.1 Form

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

- (a) delivered or posted to that Party at its address set out below; or
- (b) faxed to that Party at its fax number set out below:

The Council

Address: 86 Market Street, Mudgee NSW 2850
Telephone: (02) 6378 2850
Fax: (02) 6378 2815
Attention: The General Manager

Developer

Address: Level 5, 17-19 Bridge Street, Sydney NSW 2000
Telephone: (02) 9253 0965
Fax: (02) 9253 0901
Attention: Nathan Davis

16.2 Receipt

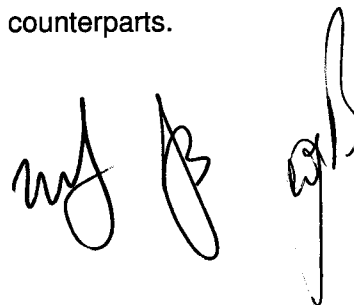
- (a) Any notice, consent, information, application or request is to be treated as given or made at the following time:
 - (i) if it is delivered, when it is left at the relevant address;
 - (ii) if it is sent by post, 2 Business Days after it is posted; or
 - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

(b) Receipt - next Business Day

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day or after 5pm on any Business Day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

17. Counterparts

This Agreement may be executed in any number of counterparts.



Schedule 1 - Requirements under section 93F of the Act

SUBJECT and SUB-SECTION OF THE ACT	THE PLANNING AGREEMENT
<p>Planning instrument and/or Development Application - (Section 93F(1))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) Yes.</p> <p>(b) Yes.</p> <p>(c) No.</p>
<p>Description of the land to which the Planning Agreement applies - (Section 93F(3)(a))</p>	<p>The whole of the Land (subject to the Note in Schedule 2).</p>
<p>Description of the change to the environmental planning instrument and development to which this Agreement relates (Section 93F(3)(a))</p>	<p>The LEP Change and the Proposed Development.</p>
<p>The scope, timing and manner of delivery of contributions required by the Planning Agreement - (Section 93F(3)(c))</p>	<p>See Schedule 3.</p>
<p>Applicability of section 94 of the Act - (Section 93F(3)(d))</p>	<p>See clauses 4.1 and 4.2.</p>
<p>Applicability of section 94A of the Act - (Section 93F(3)(d))</p>	<p>See clauses 4.1 and 4.2.</p>

Handwritten signatures and initials, including a large signature that appears to be 'R' and another signature that appears to be 'M'.

SUBJECT and SUB-SECTION OF THE ACT	THE PLANNING AGREEMENT
Applicability of section 94EF of the Act - (Section 93F(3)(d))	See clause 4.3.
Mechanism for dispute resolution - (Section 93F(3)(f))	See clause 11.
Enforcement of the Planning Agreement - (Section 93F(3)(g))	See clauses 8.1 and 9.
Registration of the Planning Agreement - (Section 93F(3)(g))	The Parties agree that the Planning Agreement will be registered in accordance with clause 8.1.
No obligation to grant consent or exercise functions - (Section 93F(9))	No obligation. See clause 15.4.

Schedule 2 - Land

The whole of the land being Lot 21 in Deposited Plan 1186131 and Lot 1 (Part) in DP 721674*.

*Note: Part of this lot will be included as the Land to which this Agreement applies if the Developer is successful in its possessory title application for this lot.

Handwritten signature or initials in black ink, consisting of several stylized, overlapping strokes.

Schedule 3 – Development Contributions

Schedule of development contributions and public benefits

Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
Dedicated Land					
1	Land for local Park OS1.	Public open space and recreation.	Dedication of a maximum of 1,646m ² of land for OS1 Northern reserve. Note: The size of the park is approximate and is subject to final development application documentation and approval.	Within 28 days of completion of the works in Item 10 of this Schedule relating to OS1, OR such other time as agreed by the Parties in writing.	See clauses 8.1 and 9.2.
2	Land for local Park OS2.	Public open space and recreation.	Dedication of a maximum of 4,800m ² of land for OS2 Town Park. Note: The size of the park is approximate and is subject to final development application documentation and approval.	Within 28 days of completion of the works in Item 11 of this Schedule relating to OS2, OR such other time as agreed by the Parties in writing.	See clauses 8.1 and 9.2.
3	Land for local Park OS3.	Public open space and recreation.	Dedication of a maximum of 2,000m ² of land for OS3 Creekside Park. Note: The size of the park is approximate and is subject to final development application documentation and approval.	Within 28 days of completion of the works in Item 12 relating to OS3, OR such other time as agreed by the Parties in writing.	See clauses 8.1 and 9.2.
4	Land for local Park OS4.	Public open space and recreation.	Dedication of a maximum of 14,340m ² of land for OS4 Railway Park 1.	Works in kind are to be undertaken in stages for OS4 see: Item 13 in this Schedule. Dedication to occur within 28 days of completion of all of the	See clauses 8.1 and 9.2.

MS
RS

972512_5

Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
			<p>Note: The size of the park is approximate and is subject to final development application documentation and approval.</p>	<p>works in Item 13 of Schedule 3 for OS4, as relevant to the stage of works, OR such other time as agreed by the Parties in writing.</p> <p>Note: It is proposed that the land that will comprise the park will also be subdivided to enable dedication of parts of the park in stages.</p>	
5	Land for local Park OS5.	Public open space and recreation.	<p>Dedication of a maximum of 14,398m2 of land for OS5 Railway Park 2.</p> <p>Note: The size of the park is approximate and is subject to final development application documentation and approval.</p>	<p>Works in kind are to be undertaken in stages for OS5: see Item 14 in this Schedule. Dedication to occur within 28 days of completion of all of the works in Item 14 of this Schedule relating to OS5, as relevant to the stage of works, OR such other time as agreed by the Parties in writing.</p> <p>Note: It is proposed that the land that will comprise the park will also be subdivided to enable dedication of parts of the park in stages.</p>	See clauses 8.1 and 9.2.
6	Land for riparian corridor for public recreational use.	Public open space, recreation and stormwater facilities.	<p>Dedication of a maximum of 149,357m2 of land including 3,550m2 for footpaths within riparian corridor.</p> <p>Note: The size of the riparian corridor is approximate and is subject to final development application documentation and approval.</p>	<p>Works-in-kind are to be undertaken in stages see: Item 15 of this Schedule. Dedication to occur within 28 days of completion of works in Item 15 along the riparian corridor land relevant to the stage of works or such other time as agreed by the Parties in writing.</p> <p>Note: It is proposed that the land that comprises the riparian corridor will also be subdivided to enable dedication of parts of the riparian</p>	See clauses 8.1 and 9.2.


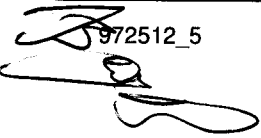
Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
				corridor in stages.	
7	Land for stormwater detention basins, water quality facilities and open drains.	Stormwater drainage facilities.	Dedication of land required for stormwater drainage facilities. Note: The size of land parcels will be subject to final design approved by the Developer, and development approval.	Within 28 days of completion of works in Item 16 of this Schedule relating to the stormwater detention basins, water quality facilities and open drains. Development to occur over stages, therefore dedication to occur within 28 days of completion of each stage of work, OR such other time as agreed by the Parties in writing. Note: It is proposed that the land that comprises the stormwater detention basins, water quality facilities and open drains will also be subdivided to enable dedication in stages of parts of the land comprising stormwater detention basins, water quality facilities and open drains.	See clauses 8.1 and 9.2.
8	Land for Sewerage Pumping Station.	Waste water systems.	Dedication of land required for sewerage pumping station (SPS) and rising main, with offsets against the payment of other monetary contributions under the VPA for the value of the land dedicated (excluding any easements the location of which are subject to the Developer's approval), as agreed to by both Parties. Alternatively, the VPA will allow the dedication of the land via another means as	Within 28 days of the Council notifying the Developer in writing of completion of the works relating to the sewerage pumping station (SPS) and rising main, OR such other time as agreed by the Parties in writing.	See clauses 8.1 and 9.2.

Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
			<p>agreed by the Parties in writing.</p> <p>Note: The size of the land parcel will be subject to final design, approved by the Developer, and development approval but it is to be an area not greater than 0.1ha excluding the area for access and service provision.</p>		
9	Land for Water Storage Reservoir	Water supply system.	<p>Dedication of land required for the water storage reservoir including road access and distribution main, with offsets against the payment of other monetary contributions under the VPA for the value of the land dedicated (excluding any easements the location of which are subject to the Developer's approval), as agreed to by both Parties. Alternatively, the VPA will allow the dedication of the land via another means as agreed by the Parties in writing.</p> <p>Note: Size of land parcel will be subject to final design, approved by the Developer, and development approval but it is to be an area not greater than 0.5ha excluding the area for access and service provision.</p>	Within 28 days of the Council notifying the Developer in writing of completion of the works relating to the water storage reservoir including road access and distribution main, OR such other time as agreed by the Parties in writing.	See clauses 8.1 and 9.2.

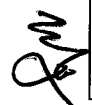
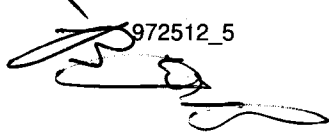
Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
Works					
10	Local Park OS1.	Public open space and recreation.	<p>Carry out works in Northern Reserve (OS1) including tree and shrub planting, regeneration, footpaths, seating, signage/ interpretation.</p> <p>Note: Refer to "Caerleon – Mudgee Supplementary Landscape Report (Issue A)" prepared by Site Image (NSW) and dated 13 March 2013 in Annexure C for further details on proposed scope of works and inclusions.</p>	Prior to the issue of a subdivision certificate for a plan of subdivision that when registered will create the 200 th lot on the Land, OR such other time as agreed by the Parties in writing.	See clause 8.1.
11	Local Park OS2.	Public open space and recreation.	<p>Carry out works in Town Park (OS2) including tree and shrub planting, footpaths, turf, seating, scooter park or basketball hoops or similar, playground with shade, kickabout space, pedestrian lighting, public toilets, BBQ area and picnic tables.</p> <p>Note: Refer to "Caerleon – Mudgee Supplementary Landscape Report (Issue A)" prepared by Site Image (NSW) and dated 13 March 2013 in Annexure C for further details on proposed scope of works and inclusions.</p>	Prior to the issue of a subdivision certificate for a plan of subdivision that when registered would create the 350 th lot on the Land, OR such other time as agreed by the Parties in writing.	See clause 8.1.

Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
12	Local Park OS3.	Public open space and recreation.	<p>Carry out works in Creekside Park (OS3) including tree and shrub planting, footpaths, seating, turf and play equipment.</p> <p>Note: Refer to "Caerleon – Mudgee Supplementary Landscape Report (Issue A)" prepared by Site Image (NSW) and dated 13 March 2013 in Annexure C for further details on proposed scope of works and inclusions.</p>	Prior to the issue of a subdivision certificate for a plan of subdivision that when registered would create the 700 th lot on the Land, OR such other time as agreed by the Parties in writing.	See clause 8.1.
13	Local Park OS4.	Public open space and recreation.	<p>Carry out works in Railway Park 1 (OS4) including tree and shrub planting, shared footpaths/ cyclepaths, seating, turf, street tree planting, outdoor gym equipment, play equipment and drainage elements.</p> <p>Note: Refer to "Caerleon – Mudgee Supplementary Landscape Report (Issue A)" prepared by Site Image (NSW) and dated 13 March 2013 in Annexure C for further details on proposed scope of works and inclusions.</p>	Development of OS4 to occur over stages. Works for each stage are to be completed prior the issue of a subdivision certificate for a plan of subdivision that when registered would create the first lot for the relevant stage in which the part of the park is situated, OR such other time as agreed by the Parties in writing.	See clause 8.1.

Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
14	Local Park OS5.	Public open space and recreation.	<p>Carry out works in Railway Park 2 (OS5) including tree and shrub planting, shared footpaths/cyclepaths, seating, turf, street tree planting and drainage elements.</p> <p>Note: Refer to "Caerleon – Mudgee Supplementary Landscape Report (Issue A)" prepared by Site Image (NSW) and dated 13 March 2013 in Annexure C for further details on proposed scope of works and inclusions.</p>	Development of OS5 to occur over stages. Works for each stage are to be completed prior the issue of a subdivision certificate for a plan of subdivision that when registered would create the first lot for the relevant stage of work in which the part of the park is situated, OR such other time as agreed by the Parties in writing.	See clause 8.1.
15	Riparian corridors.	Open space, recreation and stormwater facilities.	Carry out construction of hard and soft landscaping riparian corridors, including tree and shrub planting, stabilisation works, shared footpaths/cyclepaths, seating and informal turf areas.	<p>Development within the riparian corridors to occur over stages and therefore works for each stage are to be completed prior the issue of a subdivision certificate for a plan of subdivision that when registered would create the first lot for the relevant stage of work in which the riparian corridor is situated, OR such other time as agreed by the Parties in writing.</p> <p>Notwithstanding the above and subject to clauses 5.1(e) and 5.1(f), the shared footpath/cycle path from that part of the Land comprising Stage 1 to the Isbester Property is to be completed within 3 months after the issue of an occupation certificate</p>	See clause 8.1.

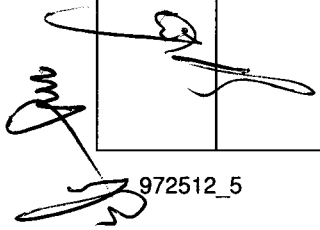
Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
				for the first dwelling house in Stage 1, provided that the Developer has been able to obtain all approvals required from any Authority for the construction of that shared footpath/cycle path.	
16	Stormwater detention basins, water quality facilities and open drains.	Stormwater drainage facilities.	Carry out construction of hard and soft landscaping within stormwater detention basins, water quality facilities and open drains, including tree and shrub planting, shared footpaths/cyclepaths, seating and turf. Value of construction of hard and soft landscape elements only.	Development within the stormwater drainage facilities to occur over stages. Works for each stage are to be completed prior the issue of a subdivision certificate for a plan of subdivision that when registered would create the first lot for the relevant stage of work in which the stormwater detention basins, water quality facilities and open drains are situated, OR such other time as agreed by the Parties in writing.	See clause 8.1.
17	Bus stops.	Roads and traffic facilities and provision of public transport services.	Construction of one (1) temporary bus stop along the Spine Road comprising a bus stop marker.	Temporary bus stop: To be provided within 1 month of the issue of a subdivision certificate for a plan of subdivision that when registered would create the 100 th lot on the Land, provided that: 1. a bus operator has requested either the Council or the Developer to provide the temporary bus stops; and 2. the bus operator is operating a bus service along the Spine Road	See clause 8.1.

972512_5

Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
			Construction of up to four (4) permanent bus stops along the Spine Road including shelter, signage and road markings to Council's specifications.	or part of the Spine Road. Permanent bus stops: To be provided within 2 months of completion of the Spine Road and completion of the upgrade of Fairydale Lane, OR as requested by the relevant transport authority for its installation (whichever occurs later), OR such other time as agreed in writing by the Parties.	
Monetary Contributions					
18	Fairydale Lane upgrade.	Roads and traffic facilities.	<p>The Developer to pay the Council \$500,000 towards the upgrade of Fairydale Lane and the Council to deliver it to the following minimum standard:</p> <ul style="list-style-type: none"> • 2 x 3.25m travel lanes • 2 x 0.5m sealed shoulders • 2 x 1m unsealed shoulders <p>Total Seal width = 7.5m Total Pavement width = 9.5m Road marking centre and edge lines Swale drains both sides Box culvert at watercourse</p> <p>Payments to be made by per lot contributions of \$500 per lot up to 1,000 lots with the total amount of the contribution</p>	<p>On connection of Fairydale Lane to the Spine Road the Developer is to pay Council a lump sum for the total per lot contribution for the number of lots created by registered plans of subdivision at that date at a rate of \$500 per lot.</p> <p>Thereafter, a per lot contribution is payable by the Developer upon registration of a plan of subdivision creating each lot with the per lot contribution increasing with indexation in accordance with clause 5.4(c) for any lot created twelve (12) months after connection of the Spine Road to Fairydale Lane.</p>	See clause 8.1.

Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
			<p>capped at \$500,000 plus indexation in accordance with clause 5.4(c) for each lot created 12 months after the connection of the Spine Road and Fairydale Lane.</p> <p>Note: Offset provisions in clause 5.7 may apply.</p>		
19	DSP Charges (water and sewer).	Water and Sewerage Infrastructure.	<p>Payment of \$7,837 per Equivalent Tenement for water and \$3,558 per Equivalent Tenement for sewerage where the Equivalent Tenement is a residential allotment (medium) 650m² – 1,200m² to the Council.</p> <p>Where the Equivalent Tenement is for residential development and is other than a residential allotment (medium) the amount of the contribution, will be adjusted in accordance with the charges for the development category set out in Schedule 5.</p> <p>The relevant contribution amount is to be paid for the delivery of the following Water and Sewerage Infrastructure:</p> <ol style="list-style-type: none"> 1. Design and construction of Sewerage Treatment Works and Sewer Collection Systems and future 	<p>The Water and Sewerage Infrastructure are to be staged as follows:</p> <ol style="list-style-type: none"> 1. <i>First tranche:</i> The Parties will, acting in good faith, develop and agree on a project schedule for the delivery of the Water and Sewerage Infrastructure to service the first 400 lots so as to enable the Developer to sell those 400 lots in accordance with the Developer's proposed timetable for the sale of those lots. 2. <i>Second tranche:</i> Water and Sewer Infrastructure to service the balance of the Proposed Development in accordance with the timetable agreed between the Developer and the Council, having regard to the Developer's timing for the sale of the balance of the lots. Any dispute between the Developer and the Council as to the agreed timetable is to be 	See clause 8.1.



972512_5

Col 1 - Item No.	Column 2 – Item	Column 3 – Public Purpose	Column 4 – Manner & Extent	Column 5 – Timing	Column 6 – Security
			<p>upgrades/ amplifications to them required to service the residential development of the Proposed Development; AND</p> <p>2. Design and construction of Water Headworks and Water Distribution Works to supply water to the first stage of development (i.e. first 267 residential lots) and future upgrades/ amplifications required to service future stages of the residential development of the Proposed Development, including all development up to 500m AHD. Water infrastructure includes mains from Bellevue Hill Estate through the Land to Hill End Road.</p> <p>Note: Offset provisions in clause 5.7 may apply.</p>	<p>resolved in accordance with clause 11.</p> <p>The First DSP Charges are payable 12 months from the date of this Agreement or on registration of a plan of subdivision creating the 100th lot, whichever occurs first.</p> <p>If 12 months from the date of this Agreement occurs first, then the First DSP Charges payable will be an amount for the number of lots that have been created by a plan of subdivision within 12 months from the date of this Agreement.</p> <p>If the registration of the plan of subdivision creating the 100th lot occurs first, then the First DSP Charges payable will be an amount for the first 100 lots created by a plan of subdivision.</p> <p>The DSP charges per Equivalent Tenement for the balance of the lots is to be payable on the issue of a subdivision certificate for a plan of subdivision that when registered would create the lot, OR such other time agreed by the Parties in writing.</p>	

Schedule 4 – Terms of Licence

1. Definitions and Interpretation

1.1 In this Schedule, words beginning with a capital letter that are defined in clause 1.1 of this Agreement have the meaning ascribed to them in that clause.

1.2 For the purpose of this Schedule 4:

- (a) the **Land** means the land being accessed in accordance with this licence;
- (b) the **Licensor** means the Developer;
- (c) the **Licensee** means the Council; and
- (d) the **Purpose** means the purpose for which the Licensee is accessing the Land from time to time.

2. Licence

2.1 Personal rights

- (a) The Licence is personal to the Licensee.
- (b) The Licensee may not encumber, assign or transfer (either directly or indirectly) the Licence without prior written consent of the Licensor.
- (c) The Licensor may refuse the granting of consent under paragraph 2.1(b) without reason and at its absolute discretion.

2.2 Leasehold interest

- (a) This Agreement does not grant to the Licensee a leasehold interest in the Land. The Parties agree that:
 - (i) subject to any contrary terms of this agreement, this licence does not confer exclusive possession of the Land on the Licensee; and
 - (ii) the Licensee may not exclude the Licensor, its officers, employees and invitees from:
 - A. entry onto the Land; and/or
 - B. the performance of any works on the Land;provided that such entry onto and/or performance of work on the Land does not unreasonably interfere with the Purpose; and
 - (iii) the Licensee does not have any right to quiet enjoyment of the Land; and
 - (iv) the Licensee will not at any time seek to enforce an interest in the Land in competition with the interest held by the Licensee.

3. Compliance with authorities

3.1 No warranty as to suitability for use

The Licensee acknowledges and agrees that the Licensor has not made any representation or warranty to the Licensee regarding the suitability of the Land for the Purpose.

3.2 Compliance with the terms of consents

In the conduct of the Purpose and compliance with its obligations under this Agreement, the Licensee must comply with the requirements of all Authorities.

3.3 Compliance with directions from Authorities

The Licensee must comply with all notices, directions, order or other requests served upon itself or the Licensor and which arise from the conduct of the Purpose on the Land by the Licensee.

3.4 Obtaining further consents

(a) If the Licensee requires further consents to conduct the Purpose it must:

- (i) make such applications itself; and
- (ii) bear all costs incurred by it in relation to obtaining the relevant consent.

(b) The Licensor agrees that it will, where required, sign all authorities reasonably required by the Licensee to make any application for consent to any Authority.

4. Limitation of the Licensor's liability

4.1 Insurances

(a) The Licensee must effect and keep current and in force the following policies of insurance:

- (i) a Broadform Public Liability Insurance policy with a reputable insurance company approved by the Licensor in an amount of \$20,000,000 for any one occurrence in respect of any liability for:

A. personal injury or death of any person; and

B. loss or damage to property,

- (ii) workers compensation insurance under the *Workers Compensation Act 1987* (NSW) covering all persons employed or deemed to be employed by the Licensee in connection with the conduct of the Purpose;

- (iii) a comprehensive policy of motor vehicle insurance or an unlimited third party property insurance policy in respect of all motor vehicles used in the conduct of the Purpose; and

(iv) a contractor's risk policy of insurance in respect of all plant and equipment (including unregistered motor vehicles) used in the conduct of the Purpose.

(b) The policies referred to in paragraphs 4.1(a)(i), 4.1(a)(iii) and 4.1(a)(iv) must note the interest of the Licensor as principal.

4.2 Inspection of insurance

(a) The Licensee must produce at the renewal of each policy a certificate of currency issued by the insurer establishing that the policy is valid.

(b) The Licensor may carry out random audits to verify insurances held by the Licensee. The Licensee will assist in any audit and provide evidence of the terms and currency of the insurance policies whenever requested by the Licensor.

4.3 Cancellation of insurance

If any policy is cancelled either by the Licensee or the insurer the Licensee must notify the Licensor immediately.

4.4 Risk

The Licensee uses and occupies the Land at its own risk

4.5 Indemnity

The Licensee indemnifies the Licensor against any Claim (of whatever nature), made in respect of the Licensee's use and occupation of the Land but only to the extent that any such Claim does not arise as the result of the wilful or negligent acts or omissions of the Licensor, its officers, employees, agents, contractors or invitees.

4.6 WH & S

For the purposes of this Agreement and in accordance with clause 293 of the *Work Health & Safety Regulation 2011 (NSW) (WH&S Regulation)*, the Licensor:


(a) will engage as the "principal contractor" for any part of the Purpose conducted on the Land, the head civil works contractor specified by the Licensee from time to time; and

(b) will authorise the nominated head civil works contractor to exercise such authority of the Licensor as is necessary to enable the head civil works contractor to have control of the workplace and to discharge the duties of a principal contractor under Chapter 6 of the WH&S Regulation.

Schedule 5 – Water and Sewerage Charges for Development Categories

Water		ET/Unit
Residential	Residential allotment (small) <650m ²	0.75
	Residential allotment (medium) 650m ² -1200m ²	1
	Residential allotment (large) >1200m ²	1.5
	Flat/Unit/Villa (small) <70m ²	0.333
	Flat/Unit/Villa (medium) 70m ² - 85m ²	0.4
	Flat/Unit/Villa (large) > 85m ²	0.667


Sewer		ET/Unit
Residential	Residential allotment (small) <650m ²	0.75
	Residential allotment (medium) 650m ² -1200m ²	1
	Residential allotment (large) >1200m ²	1.05
	Flat/Unit/Villa (small) <70m ²	0.333
	Flat/Unit/Villa (medium) 70m ² - 85m ²	0.4
	Flat/Unit/Villa (large) > 85m ²	1



Executed as a deed

Signed ~~sealed and~~ delivered by

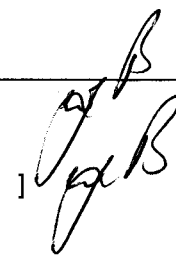
Mid-Western Regional Council by its delegates



Signature of General Manager

WARWICK L. BENNETT
General Manager

Signature of Mayor

[]
Mayor




Signature of Witness

Diane Samyets

Name of Witness in full

Executed by

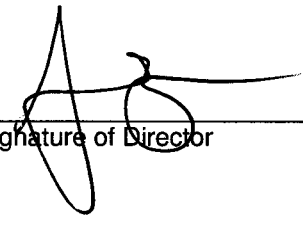
Caerleon Mudgee Pty Limited ACN 154 227
219 in accordance with section 127 of the
Corporations Act by or in the presence of;



Signature of Director/Secretary

NATHAN DAVIS

Name of Director/Secretary

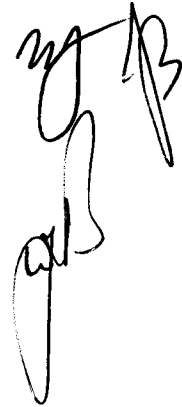


Signature of Director



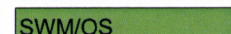




JOHN BECK

Name of Director

**Annexure A – Plans of the Land comprising two Site Identification Maps
identifying the Land and an open space hierarchy plan identifying the Land for
Open Space, Land for Riparian Corridors and Land for Stormwater Detention
Basins**

Handwritten signature or initials in black ink, appearing to be 'MS' or similar, with a large flourish extending downwards.

LEGEND

-  Site Boundary
-  OS Open Space
-  SWM/OS Stormwater Management / Open Space
-  R/SWM/OS Riparian / Stormwater Management / Open Space
-  Indicative location of Spine Road
-  Indicative location of the shared footpath/cycle path from that part of the land comprising Stage 1 to the Isbestser Property.
-  Indicative location of the off-road shared footpaths/cyclepaths of the Riparian corridors.

Please note, the final location and sizes of the land parcels identified in this map, including the open space, parks, riparian corridors, stormwater detention basins, footpaths and cyclepaths (shared and/or stand-alone), the spine road alignment and the road network are all subject to final design approved by the Developer, detail survey information of the rail line location, engineering input and development approval.



[Handwritten signatures]



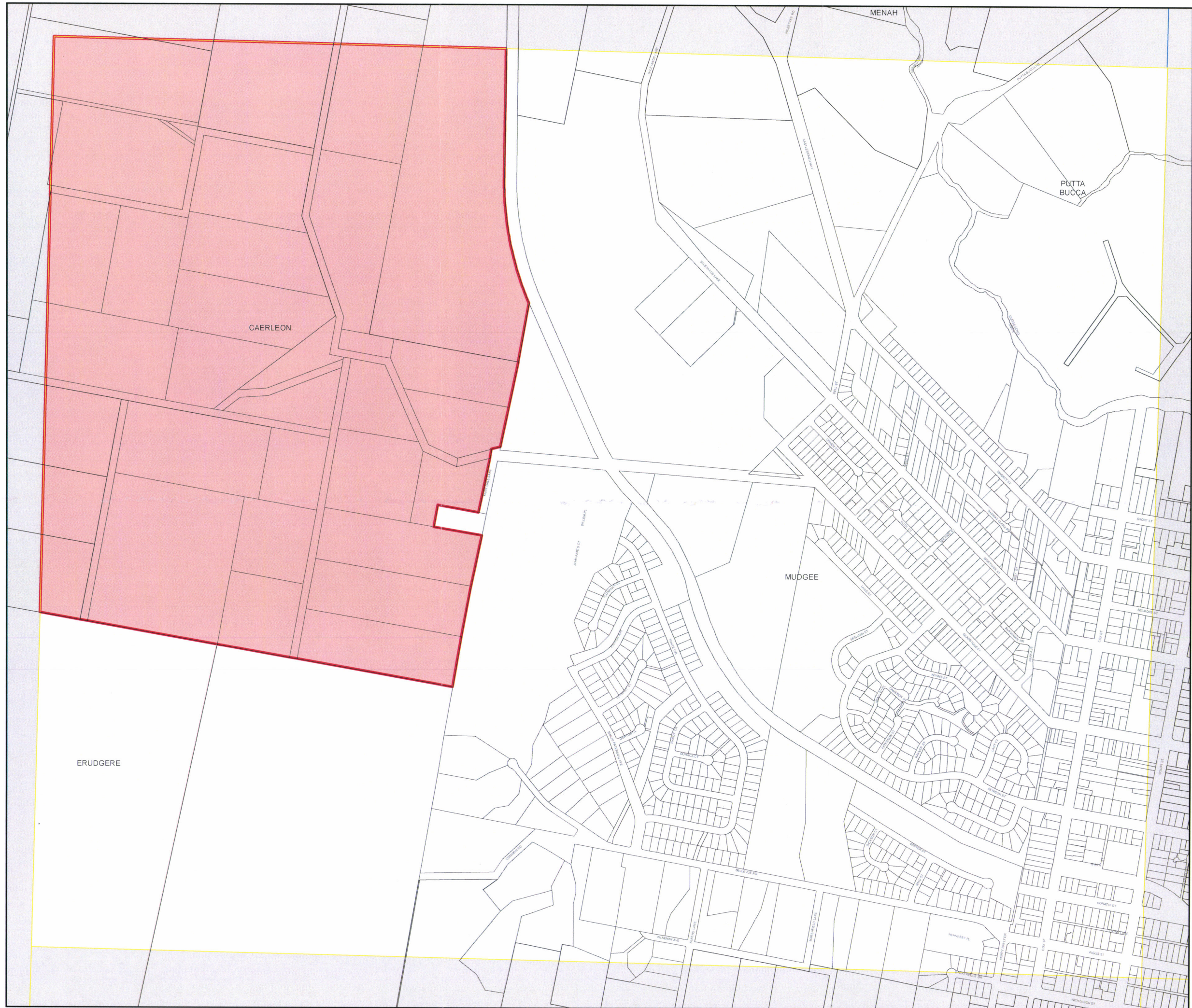
Mid-Western Regional Local Environmental Plan 2012

Site Identification Map
Part of Map Tile:
5270_COM_LZN_006C_010_20121127

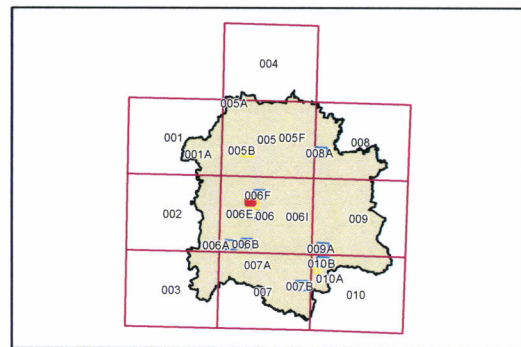
Subject Land

Cadastre

Cadastre 15/12/2010 Land and Property Information (LPI)



Handwritten signatures and initials in blue ink.



0 200 400 Metres

Projection: GDA 1994
MGA Zone 55
Scale: 1:10,000 @ A3

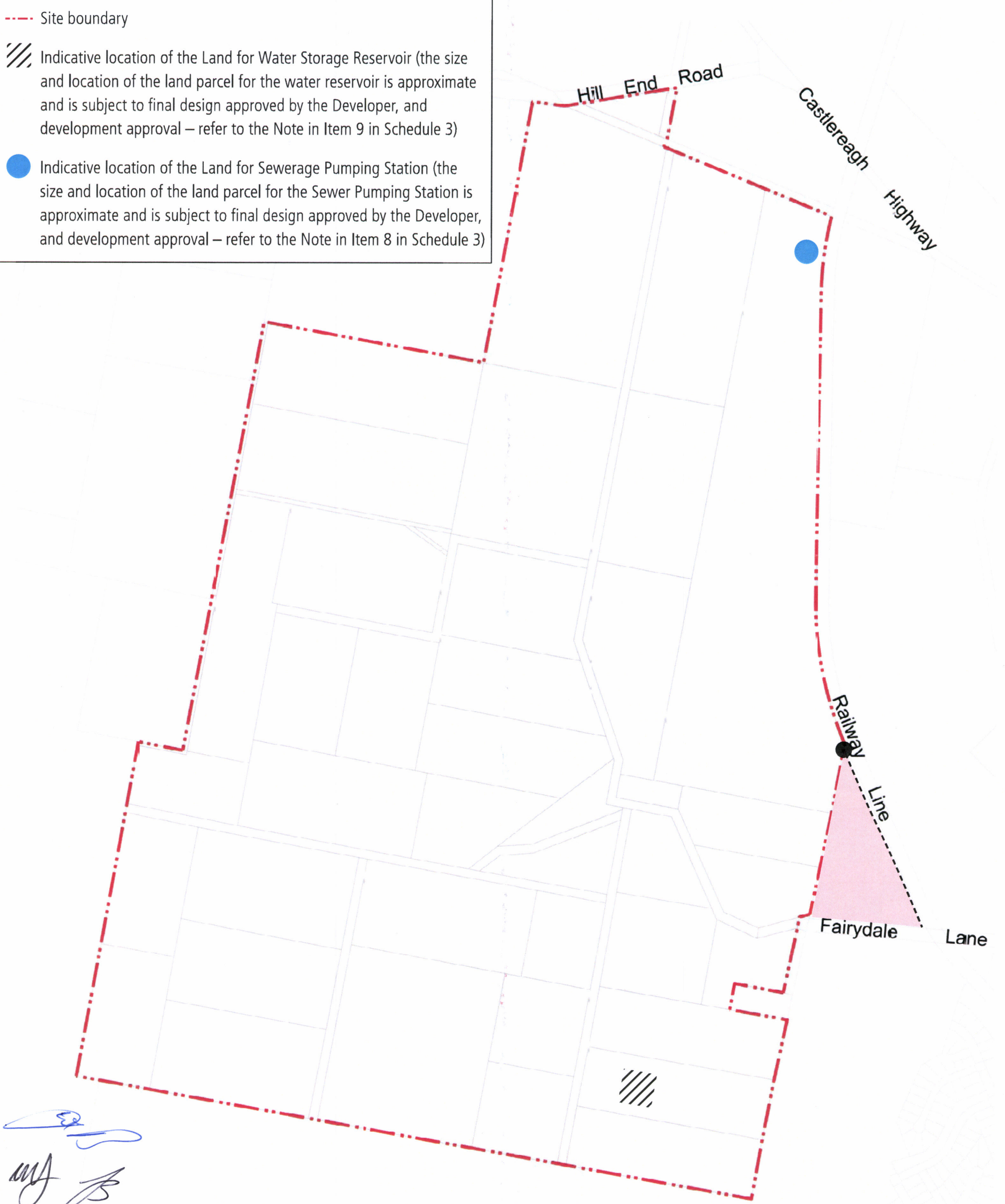
Map identification number: 5900_COM_LZN_001B_020_20120723

Annexure B – Plan identifying the realignment of Fairydale Lane, the indicative location where the shared footpath/cycle path connects with the Isbester Property boundary, the Isbester Property, the indicative location of the Land for Water Storage Reservoir and the indicative location of the Land for Sewerage Pumping Station



Handwritten signature and initials in blue ink, including the letters 'mj' and 'B'.

- Indicative location of the realignment of Fairydale Lane to run along railway buffer (to be undertaken by Council)
- Indicative location where shared footpath / cycle path reaches the boundary of the Isbester Property (refer to Item 15 in Schedule 3)
- Isbester Property
- Site boundary
- /// Indicative location of the Land for Water Storage Reservoir (the size and location of the land parcel for the water reservoir is approximate and is subject to final design approved by the Developer, and development approval – refer to the Note in Item 9 in Schedule 3)
- Indicative location of the Land for Sewerage Pumping Station (the size and location of the land parcel for the Sewer Pumping Station is approximate and is subject to final design approved by the Developer, and development approval – refer to the Note in Item 8 in Schedule 3)



[Handwritten signatures]

CAERLEON – PLANNING AGREEMENT – ANNEXURE B PLAN

Caerleon Mudgee Pty Limited atf Caerleon Mudgee Trust

Annexure C – *Caerleon Mudgee Supplementary Landscape Report (Issue A)*
prepared by Site Image (NSW) and dated 13 March 2013



Handwritten signatures in black and blue ink, appearing to be initials or names, located in the upper right quadrant of the page.



CAERLEON - MUDGEES
 Supplementary Landscape Report
 Issue A: 13 03 2013

Handwritten signature in blue ink.



INTRODUCTION

This report is a supplementary report to the Landscape Concept Design Report & DA Masterplan Submission for the development of Mudgee Caerleon.

The report concentrates on the Landscape character & amenities of the various open space areas - predominately in Neighbourhood 1, but also gives some indication of the design of the Neighbourhood Park and potential pocket park to the creekside area.

All furniture & equipment models shown are indicative only at this stage.

CONTENTS

1) Introduction	Page 1
2) Open Space & Vegetated Areas	Page 2
3) Openspace Masterplan	Page 3
4) Entry (Precinct 1)	Page 4
5) Basin Play Area (Precinct 2)	Page 5
6) Open Space Corridor (Precinct 2)	Page 6
7) Basin Picnic Area (Precinct 2)	Page 7
8) Neighbourhood Park	Page 8
9) Creekside Pocket Park	Page 9



SITE IMAGE
Landscape Architects

Sydney | Melbourne | Ho Chi Minh City

CAERLEON - MUDGEE

Client

BLAXLAND PROPERTY

Drawing Number S001

Site Image Job Number

SS13 - 2563

Issue A

Date 13/03/2013

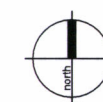
Site Image (NSW) Pty Ltd ABN 44 801 262 380 as agent for Site Image NSW Partnership
Level 1, 3-5 Baptist Street Surry Hills NSW 2010 Australia | T +61 2 8332 5600

- PROPOSED OPEN SPACE WITHIN NEIGHBOURHOOD 1 STAGE OF THE DEVELOPMENT
- PROPOSED OPEN SPACE (FUTURE STAGES OF THE DEVELOPMENT)



REPRODUCED OPEN SPACE & VEGETATED AREAS MASTERPLAN
(As per Landscape Concept Design Report)

my B...



PRECINCT 3:
LOCAL OPEN SPACE

PRECINCT 1: OPEN SPACE
Refer to page 4.

Basin Play Area
Refer to page 5.

NEIGHBOURHOOD 1

Open Space Corridor
Refer to page 6.

PRECINCT 2: OPEN SPACE

Basin Picnic Area
Refer to page 7.

NEIGHBOURHOOD PARK
(Future stage of Development)



SITE IMAGE
Landscape Architects
Sydney | Melbourne | Ho Chi Minh City

CAERLEON - MUDGEE

Open Space (Neighbourhood1) Masterplan



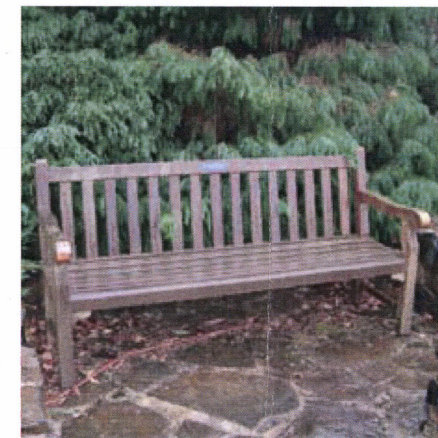
Client	BLAXLAND PROPERTY	Drawing Number	S003
Site Image Job Number	SS13 - 2563	Issue	A
		Date	13/03/2013
Site Image (NSW) Pty Ltd ABN 44 801 262 380 as agent for Site Image NSW Partnership Level 1, 3-5 Baptist Street Surry Hills NSW 2010 Australia T +61 2 8332 5600			



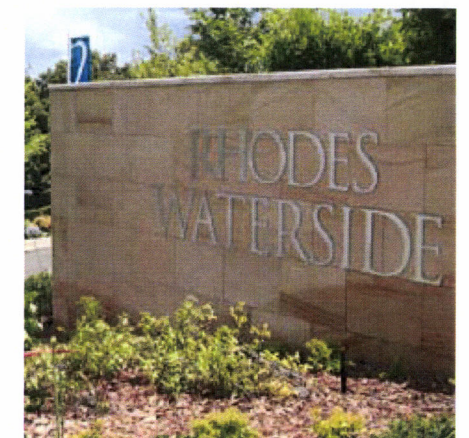
Pavillion / Gazebo Structure



Shared pedestrian path / cycleway



Seating



Entry Wall / Signage



Platanus acerifolia



Acer platanoides



Eleocharpus reticulatus



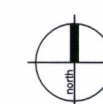
Backhousia citriodora

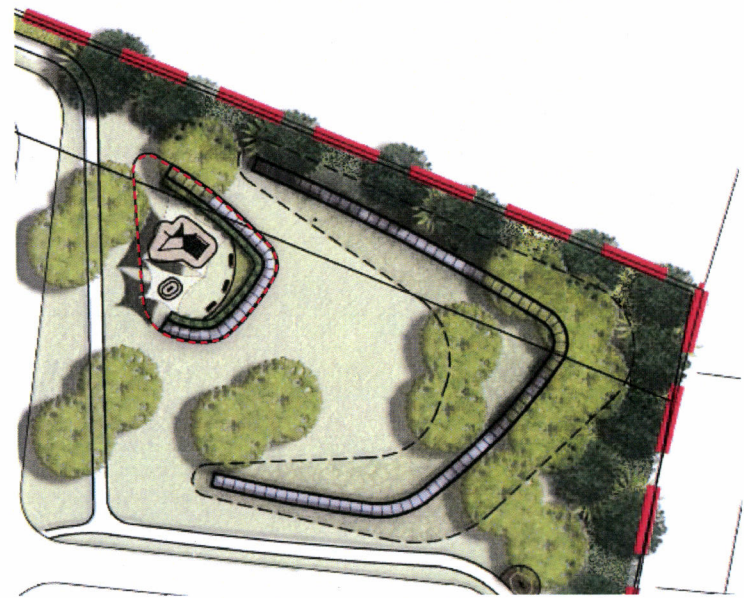


Syzigium hedge



Dianella





KEY PLAN

Basin Wall (Gabion)

Net Play Structure

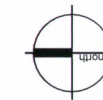
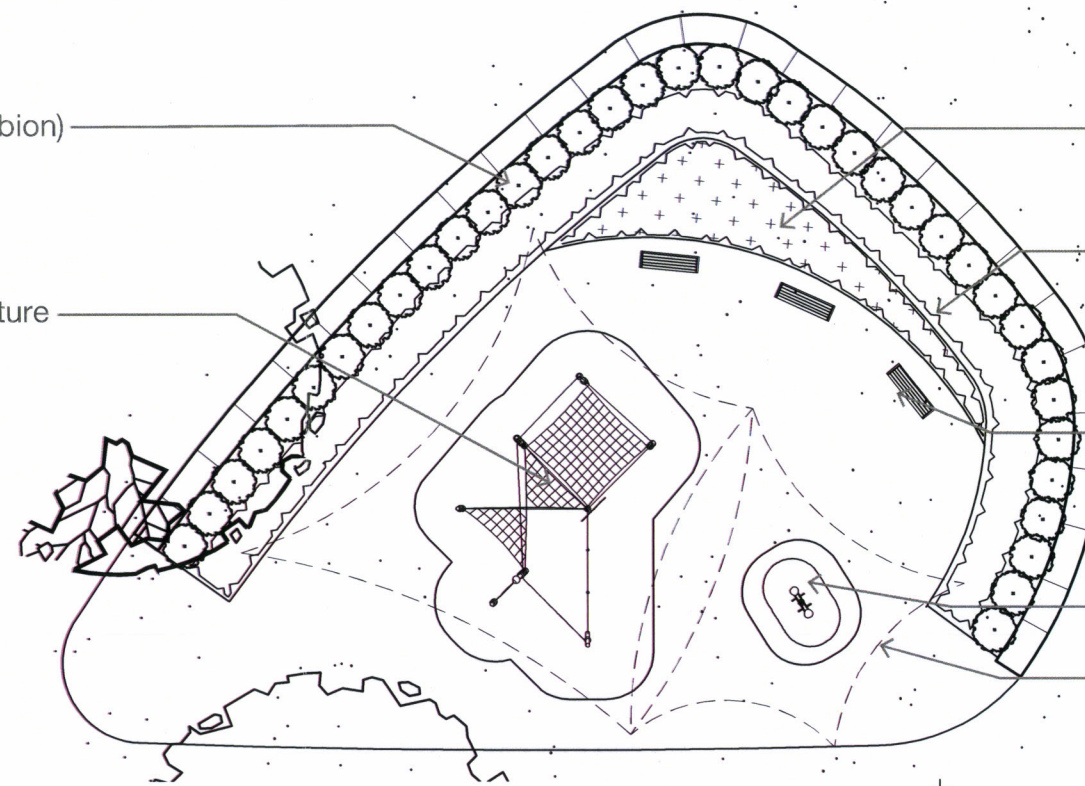
Dianella

Viburnum Hedge

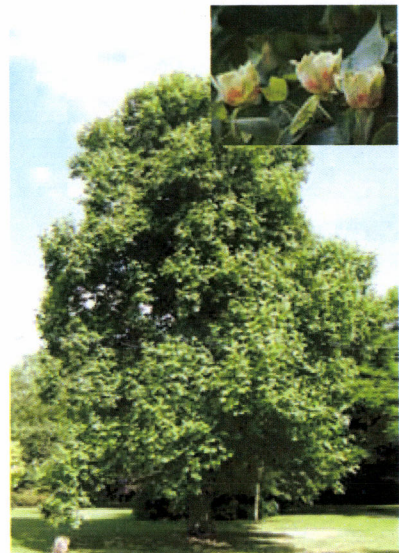
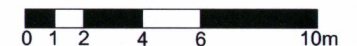
Bench Seats

Toddler Spring See Saw

Indicative Shade Sails



PLAY AREA 1:250



Liriodendron tulipifera



Acer platanoides



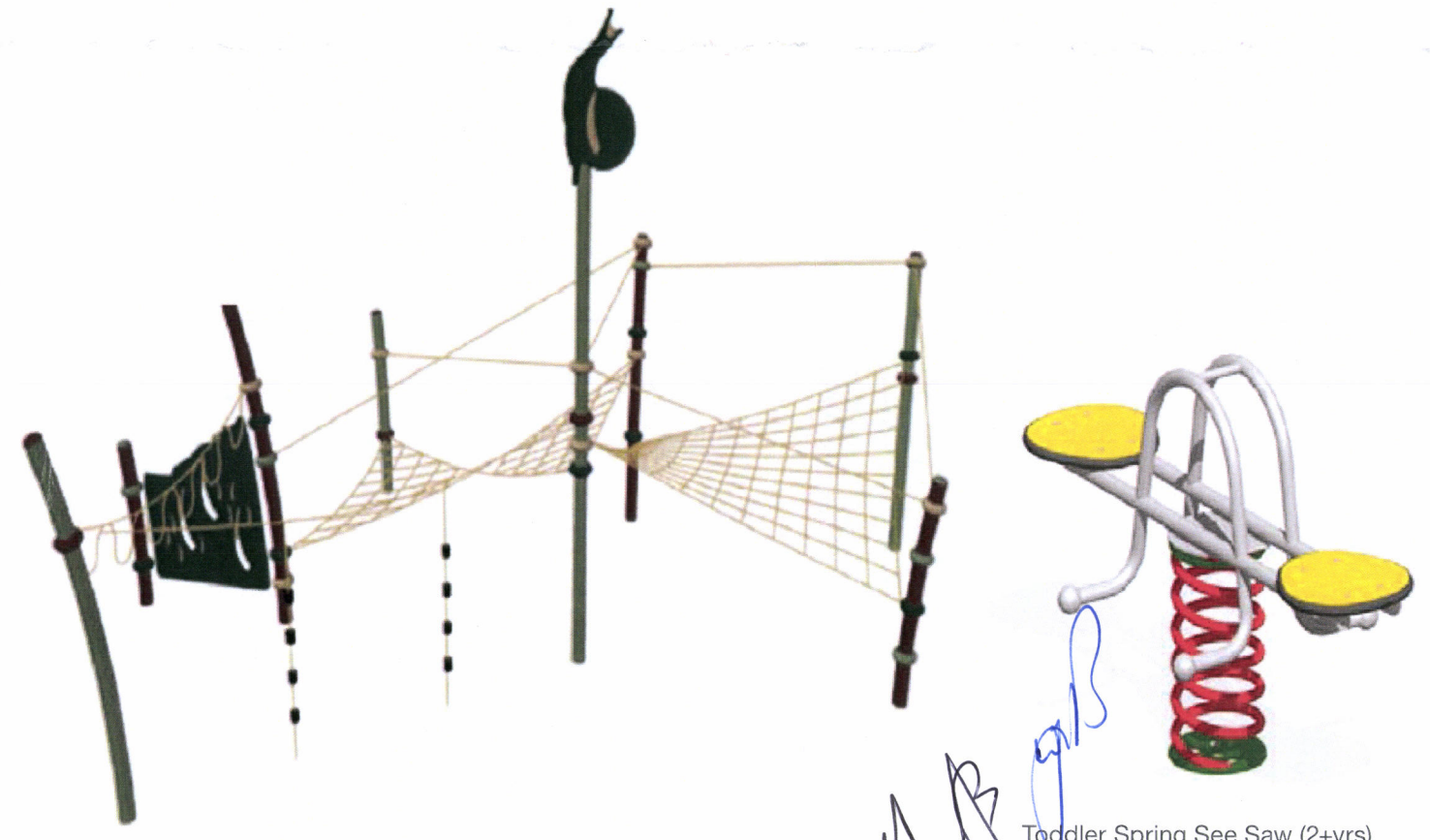
Viburnum tinus



Dianella revoluta

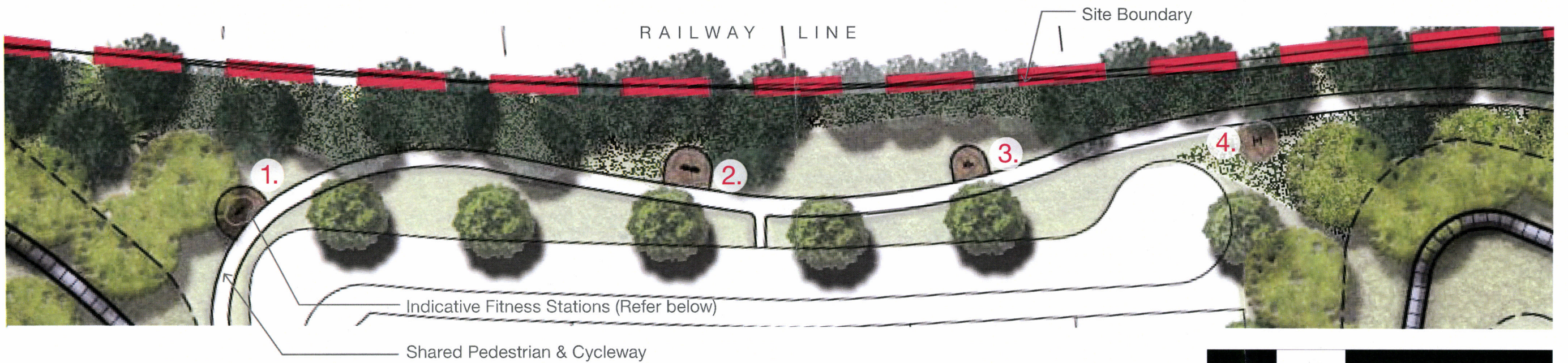


Bench Seat



Net Play Structure (5+yrs)

Toddler Spring See Saw (2+yrs)



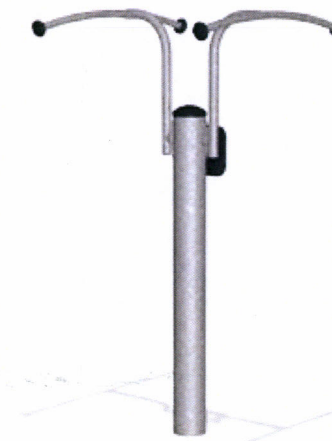
1. Power Bike



2. Free Runner - Cross Trainer



3. Sit Up Bench



4. Body Flexer - Upperbody Trainer



Eucalyptus manniferra



Melaleuca linariifolia



Elaeocarpus reticulatus



Banksia marginata



Grevillea moonlight

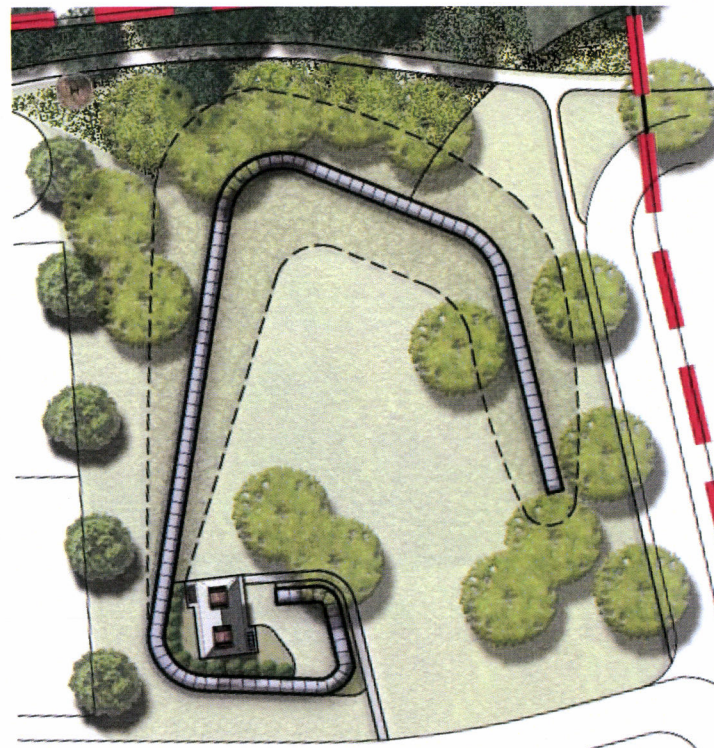


Westringia Fruticosa

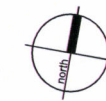
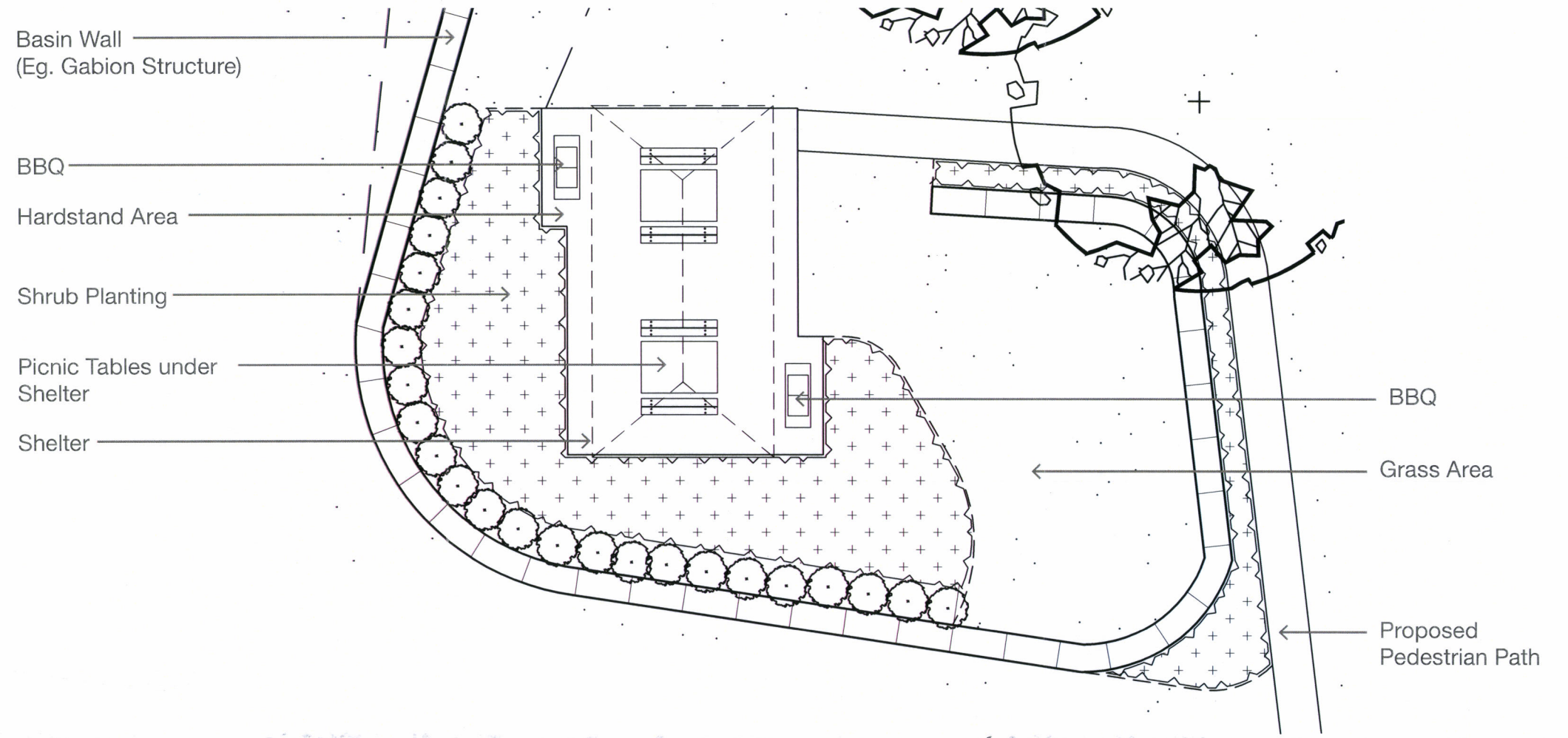


Dianella revoluta

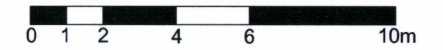




KEY PLAN



PLAY AREA 1:200



Shelter



Picnic Tables



BBQ



Liriodendron tulipifera



Viburnum tinus



Westringia fruticosa



1. Shelter



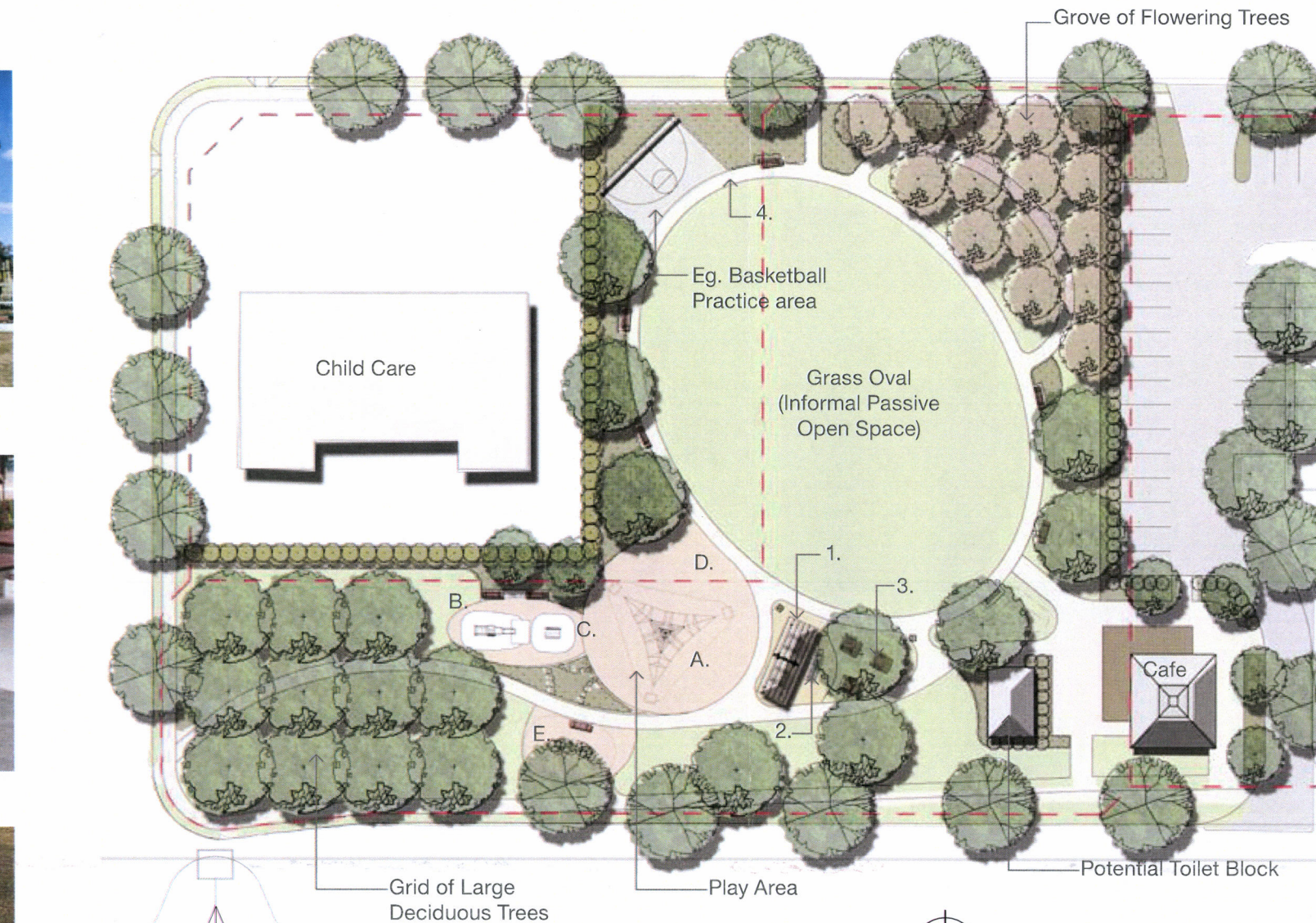
2. BBQ



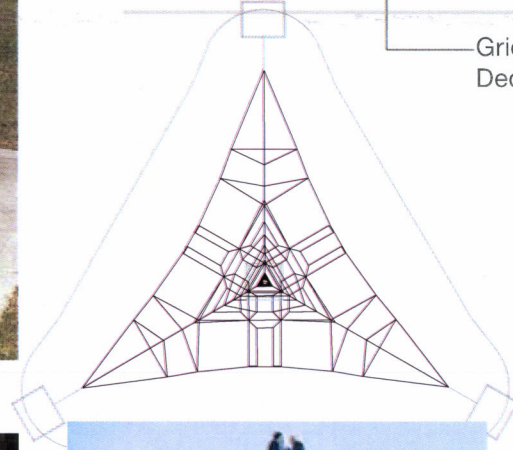
3. Picnic Table



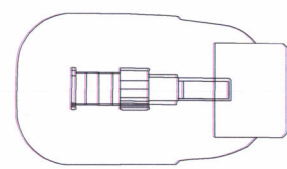
4. Seat



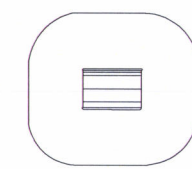
Scale 1:400 0 1 2 4 6 10m



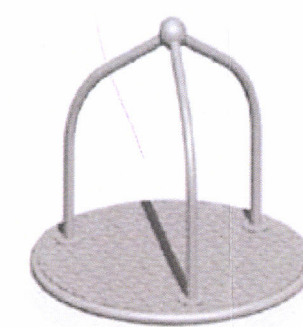
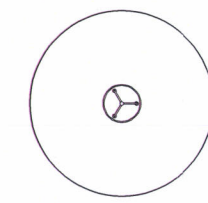
A. Net Play



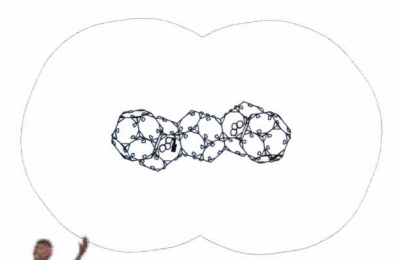
B. The Engine Car



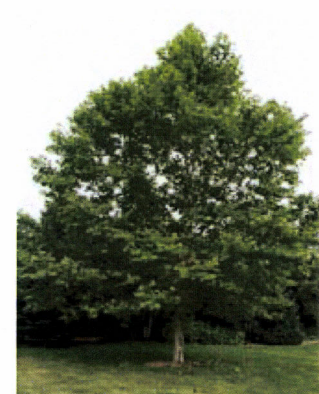
C. Dining Car



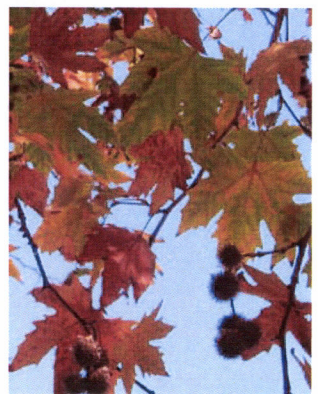
D. Round - About



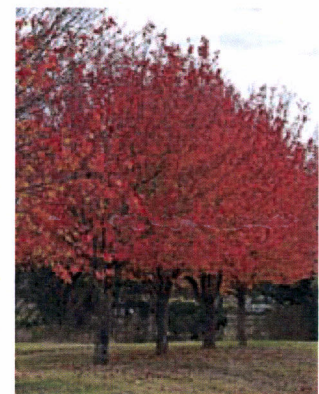
E. Youth Play (8-15yrs)



Platanus acerifolia (London Plane)



Cafe



Pyrus ussuriensis (Manchurian Pear)





Typical Existing Creekside Planting



- Proposed low key development of existing creekside planting potentially with low seating walls built of locally collected stone (or custom furniture), with central grassed area & new eucalyptus tree planting.



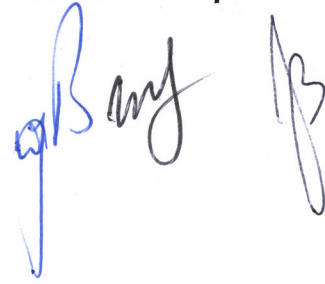
SITE IMAGE
Landscape Architects
Sydney | Melbourne | Ho Chi Minh City

CAERLEON - MUDGEES
CREEKSIDE POCKET PARK

Client	BLAXLAND PROPERTY	Drawing Number	S009
Site Image Job Number	SS13 - 2563	Issue	A
		Date	13/03/2013

Site Image (NSW) Pty Ltd ABN 44 801 262 380 as agent for Site Image NSW Partnership
Level 1, 3-5 Baptist Street Surry Hills NSW 2010 Australia | T +61 2 8332 5600

Annexure D – Appendix C of *Mid-Western Regional Council Development Control Plan 2013*

A handwritten signature in blue ink, appearing to be 'J. B. King', written in a cursive style.



Caerleon Development Control Plan

Prepared by:
Elton Consulting

October 2012

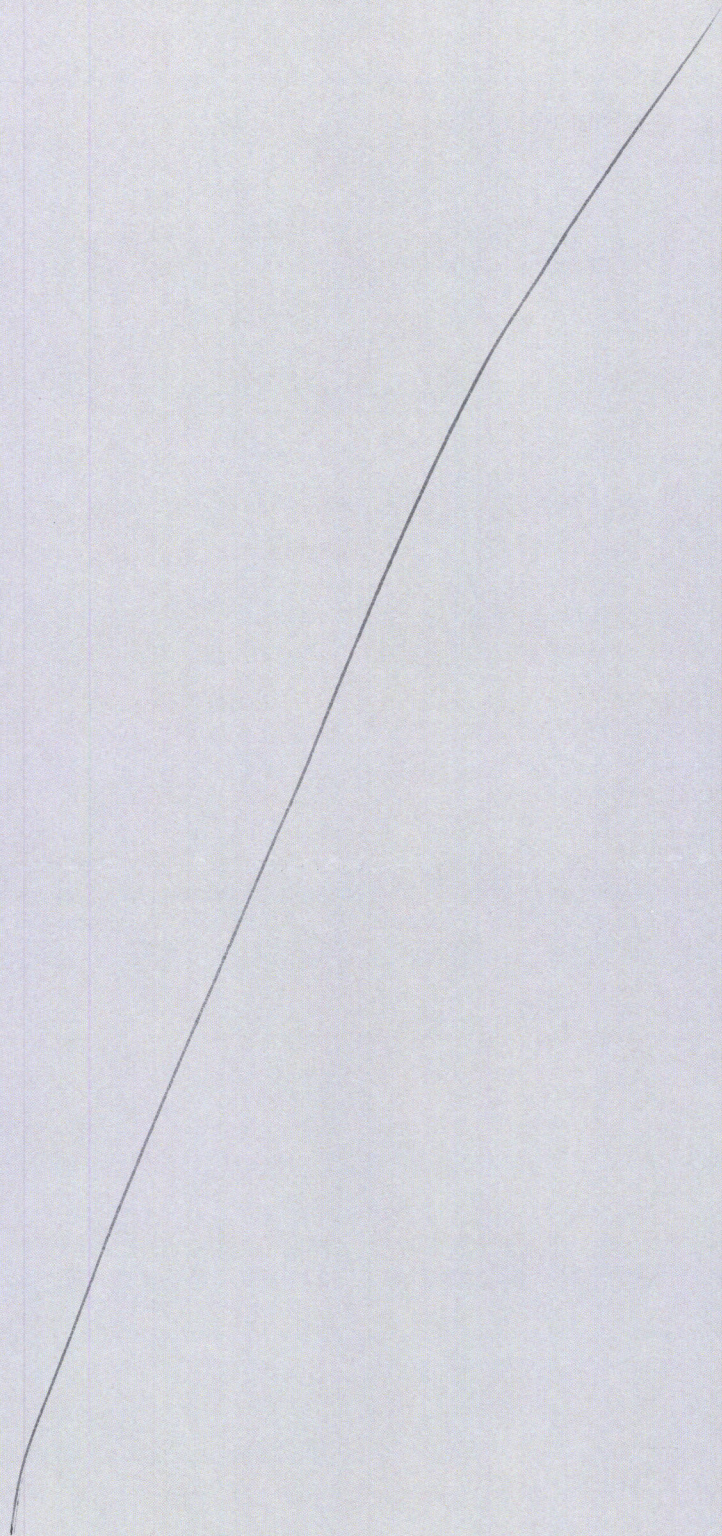


As supported by Mid-Western Regional Council on 17 October 2012.

Three handwritten signatures in blue ink, appearing to be initials or names, located at the bottom right of the page.

Contents

1. INTRODUCTION	3
1.1 Land to which this DCP Applies	3
1.2 Purpose of this DCP	4
1.3 Relationship to other Plans	4
1.4 Structure of this DCP	5
2. VISION	6
2.1 Vision and Principles	6
2.2 Indicative Concept Plan	7
2.4 Character Areas	9
3. ACCESS AND MOVEMENT	11
3.1 Street Network and Design	11
3.2 Pedestrian and Cycle Network	15
4. OPEN SPACE AND PUBLIC DOMAIN	17
4.1 Public Open Space	17
4.2 Street Trees and Landscaping	17
5. RESIDENTIAL DEVELOPMENT	19
5.1 Subdivision	19
5.2 Building Design	21
5.3 Additional Controls for Development on Steep Slopes	24
6. NEIGHBOURHOOD CENTRE	25
6.1 Land Use	25
6.2 Built Form and Streetscape	25
6.3 Public Domain	25
6.4 Parking and Access	25
7. ENVIRONMENTAL MANAGEMENT	26
7.1 Stormwater Management	26
7.2 Biodiversity	28
7.3 Bushfire	28
7.4 Odour	30
7.5 Contamination	30
7.6 Aboriginal Heritage	32
8. UTILITIES	34
8.1 Water Supply	34
8.2 Waste Water	34
8.3 Electricity and Telecommunications	34
9. TORRENS, STRATA AND COMMUNITY TITLE SUBDIVISION	35
APPENDIX A	36
Land to which this DCP Applies	36



g/b
28/13

1. Introduction

1.1 Land to which this DCP Applies

This DCP contains the vision, principles and site specific development controls for the land known as the Caerleon site ('the land'), shown in **Figure 1**.

Appendix A contains a description of each land parcel affected by this DCP (i.e. Lot and Deposited Plan number).

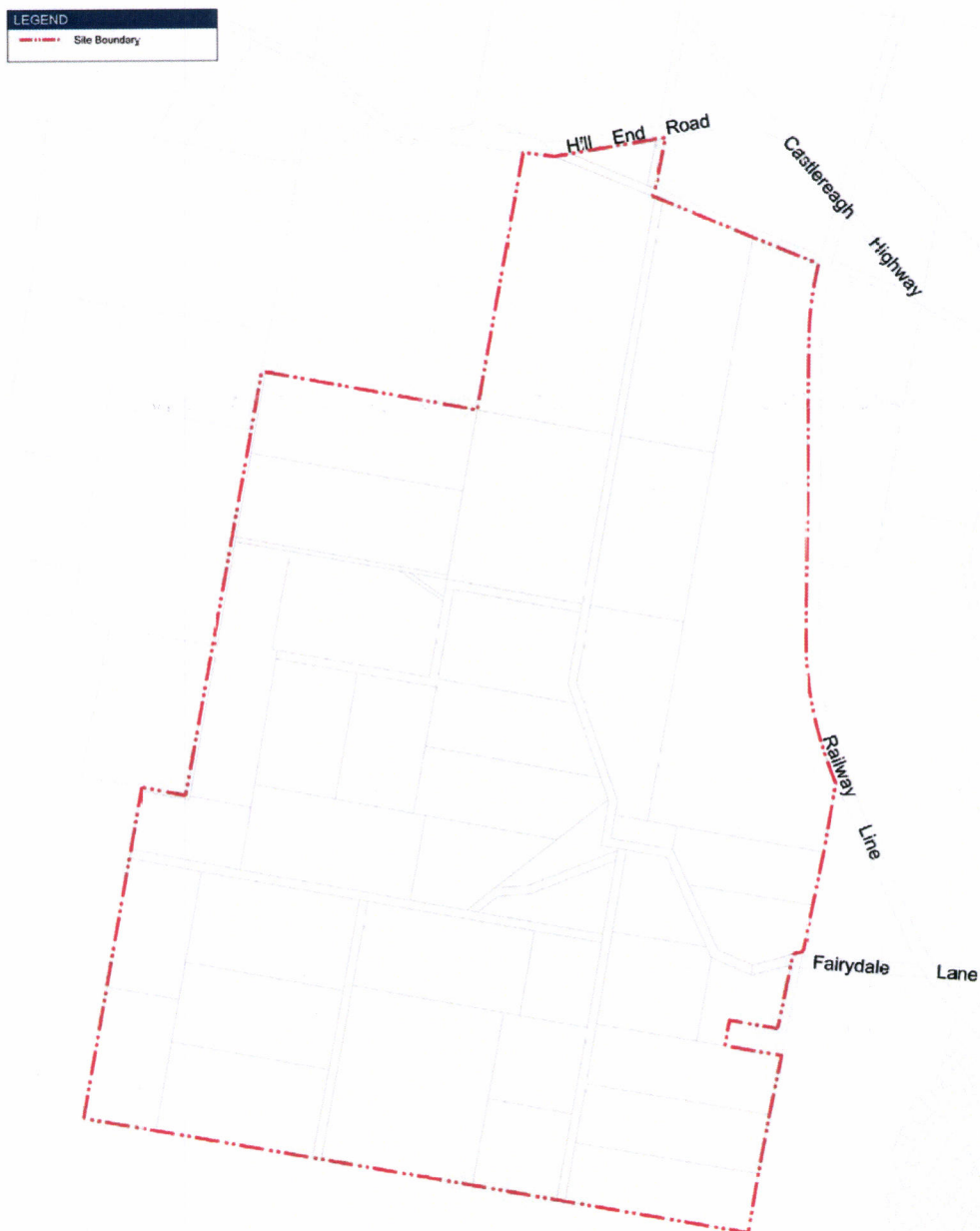


Figure 1. Land to which this DCP Applies

1.2 Purpose of this DCP

The purpose of this DCP is to:

- » Communicate the site-specific planning, design and environmental controls against which Council will assess future Development Applications for the land;
- » Establish controls for the land that vary from general controls in the *Mid-Western Regional Council Development Control Plan – Residential Development (amended 2009)* and other Council Policies and Plans;
- » Provide a development framework that ensures a connected, well-designed and sustainable extension to the Mudgee urban area;
- » Ensure the orderly, efficient and environmentally sensitive development of the land;
- » Promote high quality urban design outcomes that are integrated with the landscape features and topography of the land;
- » Ensure satisfactory measures are incorporated to ameliorate any impacts arising from the proposed development of the land.

1.3 Relationship to other Plans

This DCP contains development controls relating to the Caerleon land, which are 'deemed to satisfy' controls. Where there is any inconsistency between this DCP and any other DCP or Policy of Council, this DCP shall prevail.

This DCP should be read in conjunction with the following Plans and Policies:

- » DCP - Advertising Signs
- » DCP - Brothels and Sex Premises
- » DCP - Car Parking
- » DCP - Complying Development Conditions
- » DCP - Design for Accessibility
- » DCP - Footpath Restaurants Management of Obstruction on Footpaths
- » DCP - Managing Flood Risks
- » DCP - Notifications
- » DCP - Residential
- » DCP - Temporary Workers Accommodation
- » Bushfire Prevention Policy
- » Street Tree Policy.



1.4 Structure of this DCP

This DCP is structured as follows:

Section 1 Introduction

sets out the administrative provisions of the DCP.

Section 2 Vision

relates to the overall layout and vision for the future development of the land as well as the controls for character areas.

Section 3 Access and Movement

relates to the street network and sets out a street hierarchy, including road design standards, and the pedestrian and cycleway network.

Section 4 Open Space and Public Domain

relates to the open space system which includes all aspect of the public realm including parks, street planting and the like.

Section 5 Residential Development

relates to subdivision, built form and other controls associated with residential development.

Section 6 Neighbourhood Centre

relates to specific design, land use and public domain controls for the B4 Mixed Use Zone.

Section 7 Environmental Management

relates to general environmental issues that apply across the land including stormwater management, Aboriginal heritage, bushfire hazard management, biodiversity protection, and odour.

Section 8 Utilities

relates to the provision of primary utilities to the land.

Section 9 Torrens, Strata and Community Title Subdivision

relates to the subdivision of land.

Appendix Appendix A – Description of Lot and DPs to which this DCP Applies



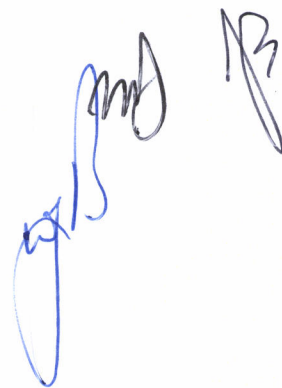
2. Vision

2.1 Vision and Principles

The Vision for Caerleon is to create a well-connected residential community of approximately 1,000 – 1,400 homes on the edge of Mudgee CBD that provides for urban living and simultaneously responds to the natural environment. Caerleon will provide a full range of high quality housing and lifestyle options for its residents – an active 'urban' precinct, traditional suburban setting or a natural rural-residential context.

The principles that underpin the planning and future development of Caerleon are:

- » Sensitive areas developed with a 'rural' character to protect the ridgelines and hilltops which characterise the land and are a valued landscape feature of Mudgee.
 - » A range of residential Character Areas linked through a safe and connected street network with dedicated pedestrian and cycle paths and tree-lined streets, to promote a healthy and active lifestyle.
 - » A street network designed to encourage walking, cycling and safe vehicle movements, and provide connections to the Mudgee CBD without relying on the Castlereagh Highway for access;
 - » Public open space designed for social activity, entertainment, recreation and conservation, and distributed so that all residents are close to a park or green space.
- » A balanced mix and distribution of land uses with predominantly residential housing, but also providing for natural and formal recreation, small-scale retail and commercial activity, and community uses.
 - » A variety of housing types and sizes to support the changing demographic needs of the community, including smaller housing – such as townhouses and cottages – in key locations around the neighbourhood centre, transitioning to larger, rural-style housing on steeper land.
 - » A neighbourhood centre at heart of the general residential area providing opportunities for small-scale retail, such as a café and neighbourhood shops, as well as a child care centre, to allow residents to meet their daily needs. The neighbourhood centre recognises the existing commercial hierarchy within Mudgee, and is located within 400m of the majority of homes within the 'urban' area in the northern portion of the site so that residents are encouraged to walk and increase their physical activity.
 - » Retention of important environmental and cultural features of the site such as valuable biodiversity, drainage corridors and Aboriginal heritage items.

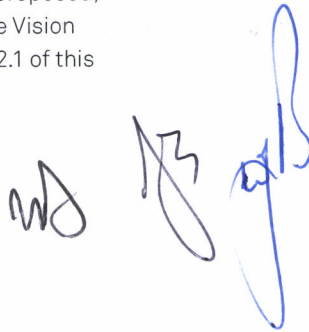


2.2 Indicative Concept Plan

The Indicative Concept Plan shown in **Figure 2** illustrates the broad level development outcomes for the Caerleon land.

The Indicative Concept Plan shows the development footprint and land uses, and the location of a local neighbourhood centre, open space, major easements, key transport linkages, and drainage corridors and buffers.

- » All development is to be undertaken generally in accordance with the Indicative Concept Plan at **Figure 2** and must comply with the development controls set out in this DCP.
- » The neighbourhood layout in the Indicative Concept Plan is preliminary and subject to detailed design at Subdivision and Development Application stage. Where variation from the Indicative Concept Plan is proposed, development must remain consistent with the Vision and Principles for the land set out in Section 2.1 of this DCP and other relevant controls in this DCP.

Three handwritten signatures are present. The first is in black ink and appears to be 'MS'. The second is in black ink and is more stylized. The third is in blue ink and is the most prominent, appearing to be 'JL'.

LEGEND	
	Site Boundary
	Railway Line Buffer / Drainage Corridor
	Railway Line
	Proposed Collector Road
	Indicative Road Connection
	Powerline Easement
	Child Care Centre
	Cafe
	Neighbourhood Shops
	Drainage
	Open Space
	400m Walkable Catchment
	Neighbourhood Centre Character Area
	General Residential Character Area
	Large Lot Residential Character Area
	Rural Residential Character Area

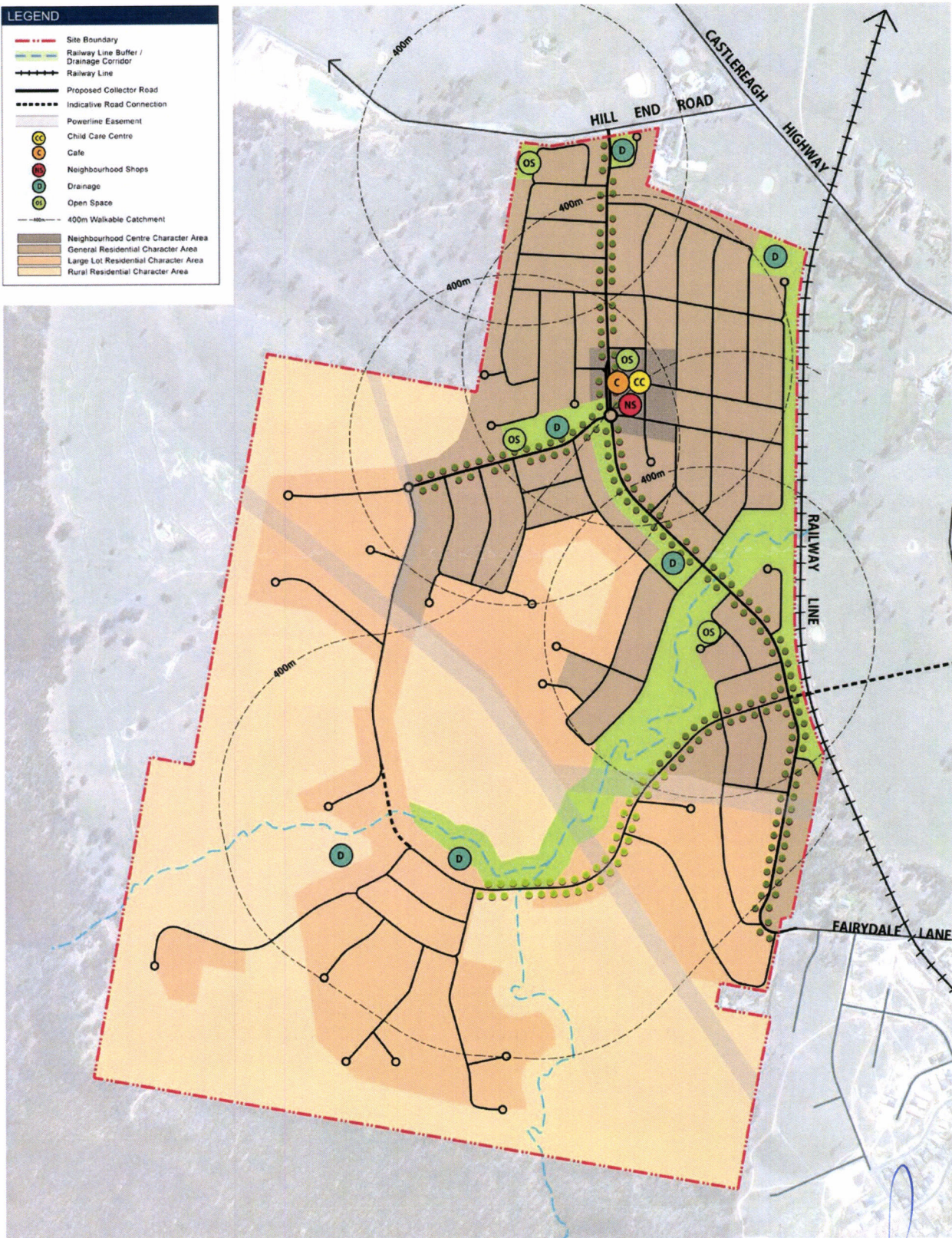


Figure 2. Indicative Concept Plan

Handwritten signatures and initials in blue ink.

2.3 Character Areas

Character Areas reflect the desired built form and landscape character of Caerleon based on the physical and visual qualities of the natural landscape. Character Areas aim to give a distinct identity and 'sense of place' for different areas within Caerleon through specific lot size, built form, landscape and public domain controls.

There are four Character Areas within Caerleon, shown in **Figure 2**. They are:

- » Neighbourhood Centre
- » General Residential
- » Large Lot Residential
- » Rural Residential.

2.3.1 NEIGHBOURHOOD CENTRE CHARACTER AREA

The Neighbourhood Centre is located on the main collector road in the northern portion of Caerleon. Positioned in a central location, the Neighbourhood Centre shall be 'urban' in character, and provide a community hub with a small-scale retail focus for the future community. The Neighbourhood Centre is well located in the northern part of the site to allow houses to be within 400m and even 800m, to gain easy walking or cycling access.

The Neighbourhood Centre will service the local community and shall contain a mix of local retail, commercial, residential, community and recreational uses. It is envisaged that the types of uses within the Neighbourhood Centre will include small-scale retail – such as a café, neighbourhood shop or small grocery store, a child care centre and home-offices.

Positioned on either side of the main collector road, the Neighbourhood Centre shall contain active retail or commercial uses along the road frontage. Residential uses are encouraged above the commercial and retail uses, with a maximum height of 2 storeys. A limited range of medium-density housing is also encouraged within this area. Medium-density housing in the Neighbourhood Centre, such as villas, townhouses, shop top housing or smaller detached housing, will contribute to creating a 'sense of place' that has a more 'urban' and 'active' character.

Reduced lot size and setback requirements accommodate this type of housing in the Neighbourhood Centre.

A small park shall be provided within or directly adjacent to the Neighbourhood Centre. Located close to the retail and community uses (i.e. child care centre), the park shall provide play and passive recreation opportunities, and could form a 'local town square' for the community to congregate.

2.3.2 GENERAL RESIDENTIAL CHARACTER AREA

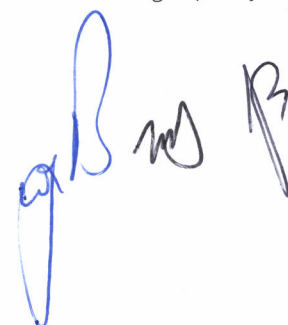
The General Residential Character Area surrounds the Neighbourhood Centre Character Area and provides a more 'urban' residential environment on the central and northern part of the site.

A range of residential densities within the General Residential Character Area provide housing options for a wide variety of demographic and socio-economic groups, whilst complementing the traditional housing character in Mudgee.

Small lot housing (from 450m² to 600m²) shall be located within close proximity to open space, around the Neighbourhood Centre and along main roads. It is envisaged that small lot housing will be 'salt and peppered' in areas that are in close proximity to open space, around the Neighbourhood Centre and along main roads, in order to create diversity and interest in the streetscape.

The balance of General Residential Character Area will contain 'traditional' detached dwellings on lots of 600m² – 800m² or more.

Caerleon will be set apart by its high-quality streetscapes and housing design. Streets in the General Residential Character Area shall be tree-lined, house frontages articulated and fences made of durable and high-quality materials.



2.3.3 LARGE LOT RESIDENTIAL CHARACTER AREA

The Large Lot Residential Character Area is characterised by larger-style residential development that responds to the undulating nature of the land. This area provides a transition between general residential development on flatter, northern parts of the site and rural-style housing in the R5 Large Lot Residential Zone on steeper land, and the natural hilltops above.

This natural progression to larger lots provides an appropriate transition to the Rural Residential Character Area.

Densities in this Character Area vary depending on the topography and physical characteristics of the land. More traditional residential lots, generally to a minimum of 600m², are located on flatter areas that are more easily serviced by a collector road. These areas occur generally to the north of the power easement.

Slightly steeper land in this Character Area that is closer to, but still below, the 520m contour line shall have larger lots of 1,200m² or more. Positioned between two prominent hilltops, houses on these larger lots shall be placed in the natural landscape so that they do not feature prominently in the landscape, particularly when viewed from Mudgee CBD. These steeper areas where a minimum lot size of 1,200m² is provided, occur generally to the south of the power easement.

2.3.4 RURAL RESIDENTIAL CHARACTER AREA

The Rural Residential Character Area is located on land with steeper slopes. Generally, this area will be characterised by large lots within the natural landscape, as well as existing vegetation on the ridges that define the western side of Mudgee.

Residential subdivision in this Character Area is to be in the form of large lots to reflect the rural character of the hilltops. Residential development will only be permissible on large residential lots (4,000m² and above), and should consist of one or two storey detached dwellings with generous setbacks that complement the rural setting.

The majority of the Rural Residential Character Area will consist of existing vegetation on upper slopes and ridgelines. Any development above the 520m contour line shall be set in the landscape of the existing vegetation and significant trees, provide generous landscaping with appropriate endemic species, and be sited on the lowest part of a lot.







Handwritten signature and initials in blue ink, consisting of a large stylized signature and the initials 'MB' to its right.

3. Access and Movement

3.1 Street Network and Design

- » The street network is to be generally in accordance with the Indicative Street Hierarchy illustrated in **Figure 3, Table 1** and **Table 2**.
- » Primary access to the site is to be via Hill End Road to the north and Fairydale Lane to the south-east.
- » A potential future road connection across the Gwabegar railway line is incorporated within the Indicative Concept Plan, in order to allow for additional connectivity east to Salesyard Lane toward the Mudgee CBD. If the future road connection is proposed, the applicant is to demonstrate that the street hierarchy will be maintained, and any Development Application shall be subject to detailed traffic investigations.
- » Road design is to be generally in accordance with the standards outlined in **Table 2**.
- » Cul-de-sac roads are permitted within Caerleon.
- » Verges abutting open space and riparian areas may be reduced to 1m in width providing no servicing infrastructure is installed on the non-residential side of the road.
- » 60° angled rear-to-kerb parking bays are to be provided within, and on both sides of, the carriageway of the Neighbourhood Centre Road.
- » The Residential Collector Road between Hill End Road and Fairydale Lane is proposed to be constructed in the early stages of development, or as outlined in a condition of Development Consent or Voluntary Planning Agreement.
- » A low scale, low impact linkage (such as a causeway) is located across the drainage line in the Indicative Street Hierarchy Plan in **Figure 3**. Such a linkage, if proposed by the Applicant, should be investigated and considered for inclusion at the Development Application stage for that section of road.

Three handwritten signatures in blue ink are located at the bottom right of the page. The signatures are stylized and appear to be initials or names.

LEGEND	
	Site Boundary
	Collector Road
	Neighbourhood Centre Road
	Residential Road
	Rural Road
	Minor Rural Road

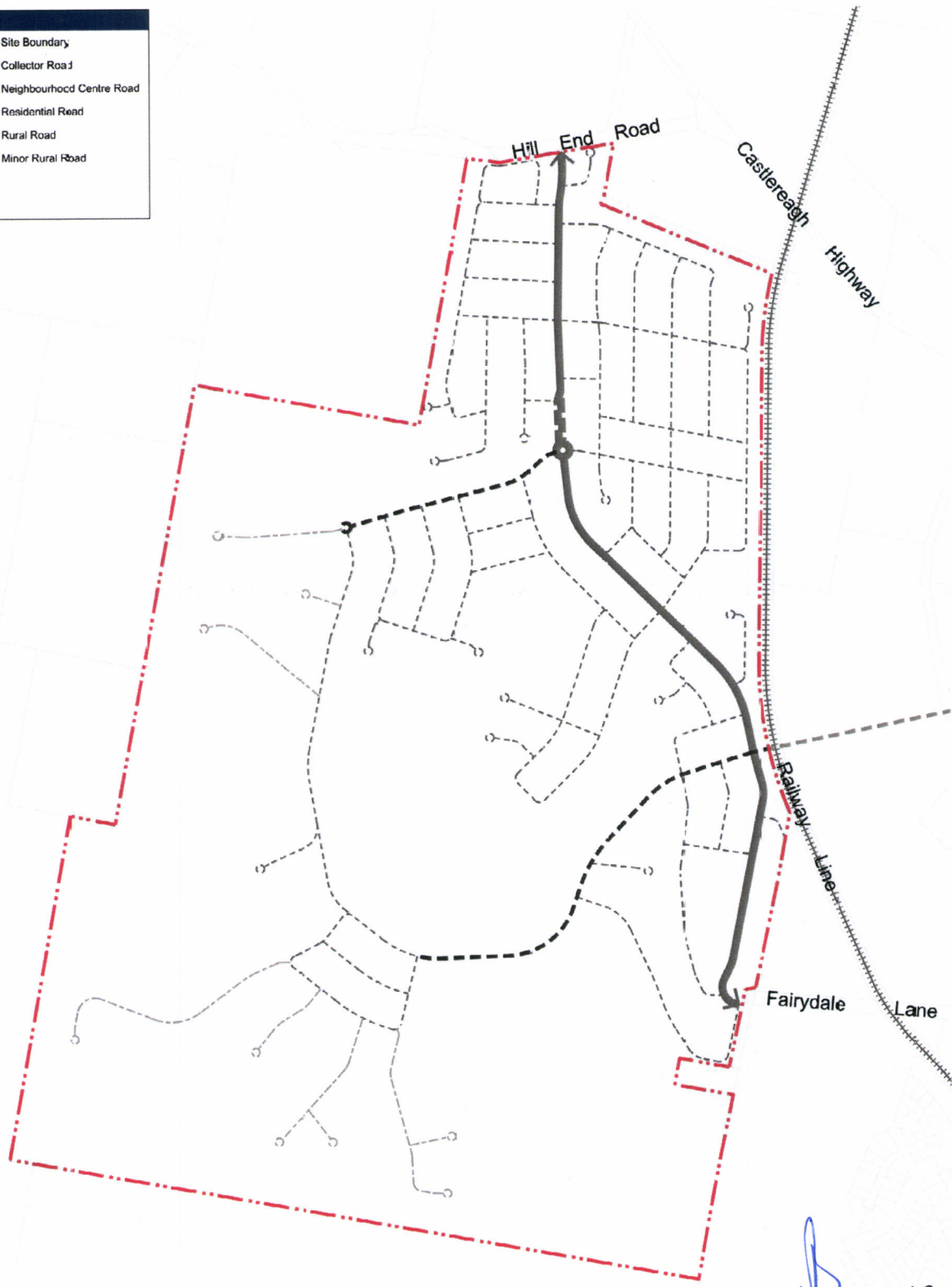


Figure 3. Indicative Street Hierarchy

[Handwritten signatures]

Table 1. Street Types

Street Type	Description
Laneway	Laneways can be used to provide access to developments fronting collector roads in the Neighbourhood Centre Character Area and any medium density developments. Rear lanes will provide access for car parking and servicing.
Minor Access Street - Cul-de-sac	A road with local residential use where traffic volumes are very low and there is low parking demand (i.e. where only a few dwellings need to access the road). Cul-de-sac's are used sparingly throughout the estate.
Minor Access Street - Cul-de-sac (longer than 100m)	Cul-de-sacs which are greater than 100m in length are provided with a wider carriageway to accommodate the additional traffic, as more housing is located on longer streets.
Residential Local Street	This is the predominant street type used in Caerleon, primarily for access to residential properties in the General Residential Character Area. These streets are designed to slow residential traffic and give priority to pedestrians and cyclists. Amenity and safety is to be maintained by controlling the width of the road and introducing various traffic calming measures.
Residential Collector Street	Collects traffic from local streets and carries a higher volume of traffic, linking the site to the surrounding street network to the north and south-east. The Neighbourhood Centre is located along the main collector route at a four-way intersection, to enable a continuous path of travel for pedestrians and provide visual continuity of the streetscape. Footpaths are provided on at least one side of the street.
Residential Collector Street with Median	This part of the Residential Collector Street provides a wider road reserve to accommodate a median, so as to ensure safety at the intersection with Hill End Road.
Neighbourhood Centre Road	The section of the Residential Collector Road traverses the Neighbourhood Centre and is specially designed to create a comfortable and safe pedestrian environment. Footpaths are provided on both sides of the Neighbourhood Centre Road. Parking bays are provided as angle parking at 60° rear to kerb on both sides of the street to encourage public activity and use of the retail, commercial and recreational land--uses and provide convenient access to the Neighbourhood Centre. Upright kerbs are used to clearly define the boundary between the pedestrian and vehicle zone.
Rural Road	Provides an east-west connection between the main Residential Collector Road for access to large lots and rural residential dwellings.
Minor Rural Access Street - Cul-de-sac	These minor rural streets feed off the rural road and provide access to residential properties in the Larger Lot and Rural Residential Character Areas. The road will have a rural character in-keeping with the area it is serving.

Table 2. Road Cross Sections

Road Type	Road Reserve	Carriageway	Nature Strip (Verge)	Footpath	Parking	Median	Kerb Type
Laneway	8.0m	6.0m	2 x 1.0m	N/A	Not permitted	N/A	Barrier
Minor Access Street - Cul-de-sac	15.0m	7.0m	2 x 4.0m	N/A	Carriageway	N/A	Roll
Minor Access Street - Cul-de-sac (longer than 100m)	15.0m	7.0m	2 x 4.0m	N/A	Carriageway	N/A	Roll
Residential Local Street	15.5m	7.5m	2 x 4.0m	1 x 1.2m	Carriageway	N/A	Roll
Residential Collector Street	18.0m	11.0m	2 x 3.5m	2 x 1.2m or 1 x 2.0m shared cycle/path way	Carriageway	N/A	Roll
Residential Collector Street with Median	21.0m	5.5m for both directions	2 x 3.5m	2 x 1.2m or 1 x 2.0m shared cycle/path way	Carriageway	3.0m	Roll
Neighbourhood Centre Road	31.4m	10.7m both directions*	2 x 3.5m	2 x 1.2m	Parking bays**	3.0m	Barrier
Minor Rural Access Street - Cul-de-sac	16.0m	6.0m	2 x 5.0m	N/A	Carriageway	N/A	Flush or Roll***
Rural Road	18.0m	8.0m	2 x 5.0m	N/A	Carriageway	N/A	Flush or Roll***

* The Neighbourhood Centre Road carriageway incorporates 5.7m car parking bays + 5.0m travel lanes.

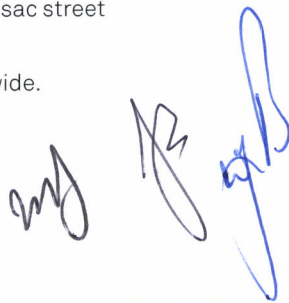
** Parking bays are to be provided as 60° rear to kerb. Parking bay dimensions equate to 5.7m in length parallel to the kerb and 2.75m in width.




*** Only where it can be demonstrated in conjunction with WSUD.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

3.2 Pedestrian and Cycle Network

- » Pedestrian and cycle routes shall be in accordance with the Indicative Pedestrian and Cycle Network Plan in **Figure 4**.
- » On-road cycle paths are to be provided on all Collector Roads, Neighbourhood Centre Roads and Residential Roads in accordance with the road design controls in **Table 2**.
- » Off-road shared pedestrian and/or cycle paths are to be provided along the railway line corridor and drainage corridor. There is to be safe access between the off-road and on-road paths where they intersect.
- » Off-road shared pedestrian and/or cycle paths are to be no wider than 2.5m. Path/cycle ways in the drainage corridor should be located in the outer 50 per cent of the corridor. Refer to Section 7.1 of this DCP for further detail on drainage corridor width.
- » Conceptual design followed by detailed designs for pedestrian and cycle paths are to be submitted as part of a Development and Construction Certificate Application respectively. As a minimum, concept approval will be required at DA stage as part of the infrastructure works for each residential stage of development, for pedestrian and cycle paths.
- » Pedestrian pathways at the head of cul-de-sac street types are not required.
- » All footpaths are to be a minimum of 1.2m wide.



LEGEND	
	Site Boundary
	Share Path
	Off Road Share Path

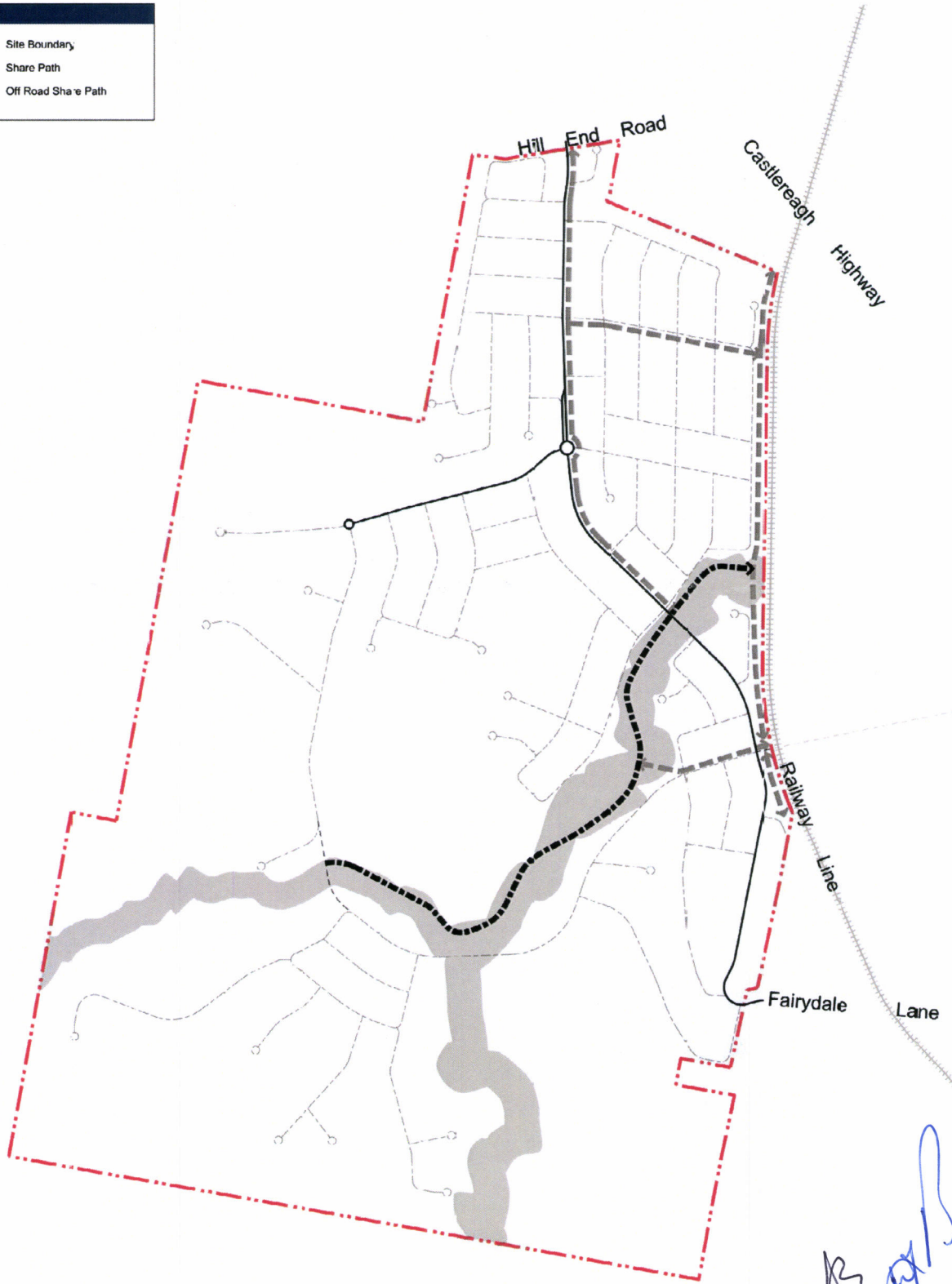


Figure 4. Indicative Pedestrian and Cycle Network

4. Open Space and Public Domain

4.1 Public Open Space






- » Public open space in the form of local parks, pocket parks and 'green buffers' is to be located generally in accordance with the Indicative Open Space Plan in **Figure 5**, so that the majority of housing in the General Residential Character Area is within 400m of public open space.
- » Open space is to be provided within, or adjacent to, the Neighbourhood Centre so that it is:
 - co-located with active uses, preferably directly adjacent to a child care, local retail or community land use; and
 - highly accessible; and
 - linked to a pedestrian and/or cycle path.
- » Dwellings are to be oriented towards public open space for increased surveillance opportunities.
- » Small lot housing is encouraged around local parks.
- » A 40m-wide open space buffer (measured from the railway line) is to be provided along the railway line and may incorporate road reserve, open space, drainage, landscaping and underground services. Housing adjacent to the buffer is to be oriented towards the street/buffer, where possible, for increased surveillance opportunities.
- » Drainage corridors, and vegetation within the drainage corridors, are to be retained. Drainage corridors should provide opportunities for appropriately located pedestrian and cycle paths, walking trails and additional open space in a manner that maintains the environmental significance and drainage function of the corridors.
- » Subdivision Applications that propose to incorporate part of a drainage corridor (as shown in **Figure 7**) within a private residential lot are to comply with the requirements of the *Water Management Act 2000* and obtain controlled activity approval.

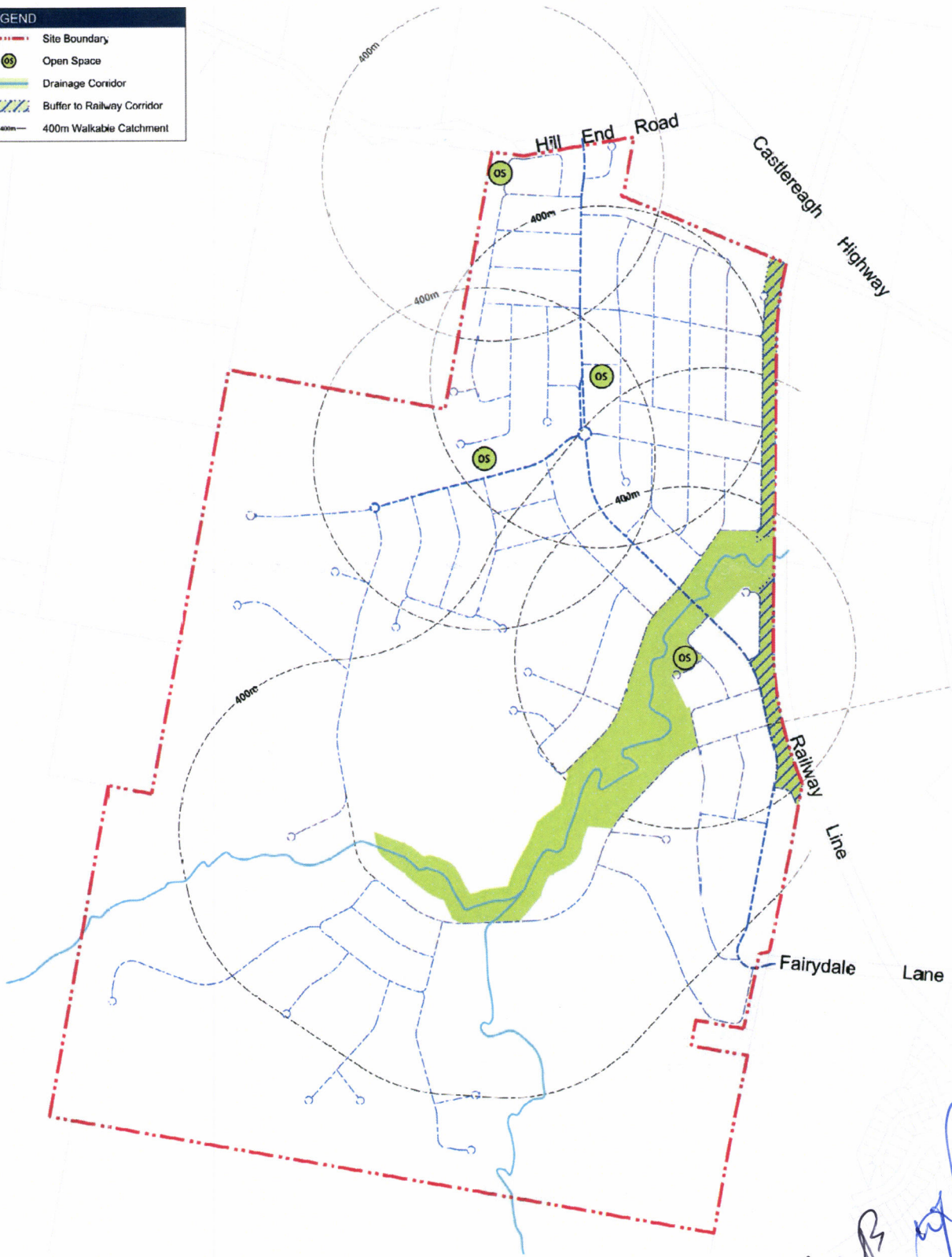
Note. Under the *Water Management Act 2000*, a controlled activity includes the carrying out of any work (including subdivision) on water front land, which is defined as land within 40m of a river banks, lake shore or estuary mean high water mark.

4.2 Street Trees and Landscaping

- » Street trees and landscaping is to be provided to increase the amenity of the land, and encourage pedestrian use and walkability.
- » Street tree planting is to be provided to all streets with an average of one tree per lot frontage. Corner lots are to have a minimum of two street trees on the secondary frontage. The location of street trees must complement proposed driveway locations and other elements in the public domain (i.e. light poles); maintain adequate lines of sight for vehicles and pedestrians, especially around driveways and street corners; provide appropriate shade; and provide an attractive and interesting landscape character.
- » Street trees are generally to be 1.5 – 2m in height when planted.
- » A Landscape Plan is to be prepared by a qualified landscape architect, and lodged with a Development Application that creates public open space, which shall provide details on elements, including:
 - design philosophy;
 - furniture and play equipment;
 - plant species and sizes (with consideration for bush fire risks and asset protection zones);
 - hard and soft landscaping treatments;
 - signage;
 - any entry statements;
 - waste facilities;
 - linkages to adjacent areas, streets and dwellings;
 - any other embellishment.



LEGEND	
	Site Boundary
	Open Space
	Drainage Corridor
	Buffer to Railway Corridor
	400m Walkable Catchment



Handwritten signatures and initials in blue ink.

Figure 5. Indicative Open Space Plan

5. Residential Development

5.1 Subdivision

5.1.1 DENSITY AND LOT SIZE

R1 General Residential Zone

- » The minimum lot size for any development within the R1 General Residential Zone is determined by the Minimum Lot Size controls in the *Mid-Western Regional Local Environmental Plan 2012*.
- » Small lot housing to a minimum of 450m² is to be located adjacent to areas of high amenity, such as public open space or along major streets, as illustrated in the Indicative Density Allocation Plan in **Figure 6**.
- » Refer to Section 5.2 of this DCP for building design controls for small lot housing.
- » Subdivision of a single lot that contains a dual occupancy development or is proposed to contain a dual occupancy development into two lots, is only encouraged where each of the resulting lots is $\geq 600\text{m}^2$.

B4 Mixed Use Zone

- » Residential development in the form of medium-density housing (such as townhouses and terraces), shop top housing and mixed-use development is encouraged in the B4 Mixed Use Zone.
- » Smaller lot sizes ($< 450\text{m}^2$) may be created in the B4 Mixed Use Zone where the applicant can demonstrate the lot is consistent with, and helps to achieve the objectives of, the Neighbourhood Centre Character Area.
- » Smaller lot sizes ($< 450\text{m}^2$) may be created in the shaded area surrounding the B4 Mixed Use Zone, as illustrated in the Indicative Density Allocation Plan in **Figure 6**.

R5 Large Lot Residential Zone

- » All buildings must be sited in an accessible and practical location suitable for residential building construction.
- » On sloping sites at or above the 520m contour line, all buildings must be sited such that they cannot be viewed, or have minimum visibility, from any urban area of Mudgee.
- » Refer to Section 5.3 of this DCP for additional built form controls relating to development on steep slopes.

5.1.2 MINIMUM LOT WIDTH

- » All residential lots within the R1 General Residential Zone (except land in the shaded area surrounding the B4 Mixed Use Zone, as illustrated in the Indicative Density Allocation Plan in **Figure 6**), must have a minimum lot width of 12.5m at the building line, and are to be generally rectangular in shape.
- » Residential lots in cul-de-sac streets must be designed to create as regular lot shape as possible around the cul-de-sac head.
- » All residential lots within the R5 Large Lot Residential Zone must have a minimum lot width of 25m at the building line.

5.1.3 SUBDIVISION EARTHWORKS

- » Land forming in association with subdivision works is permitted where it contributes to the overall design quality of the development.



LEGEND

- - - - - Site Boundary
- Lots smaller than 450m² are permitted subject to Council approval
- Lots 450m² - 600m²
- Lots 600m²+
- Mixed Use

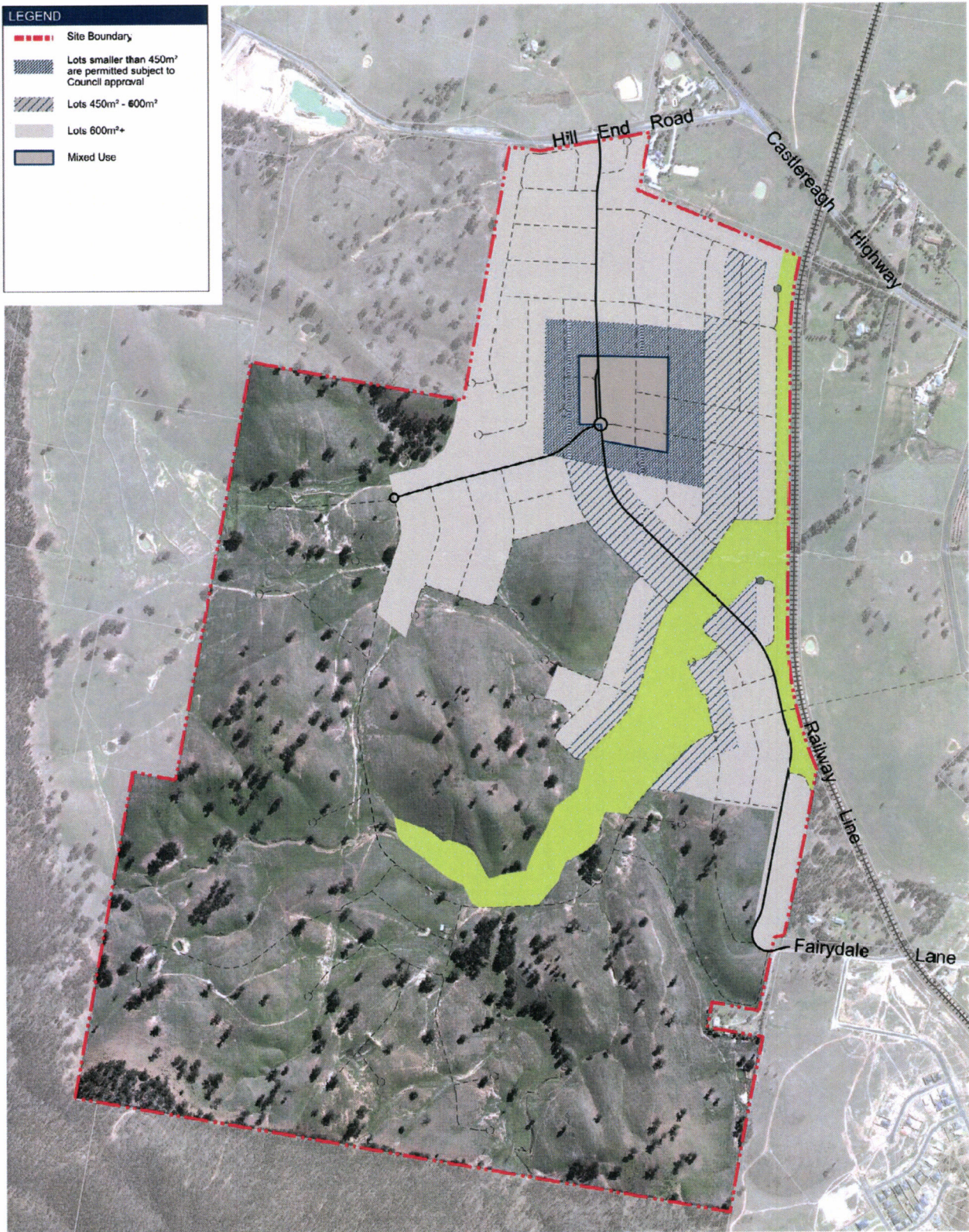


Figure 6. Indicative Density Allocation Plan

my B...

5.2 Building Design

5.2.1 STREETScape

- » Streetscapes are to be designed to promote attractive residential environments.
- » All development is to be sited and designed to achieve the desired neighbourhood character of the Character Area in which it is located. Refer to Section 2.3 of this DCP for a description of each Character Areas.
- » Building colours, materials and finishes are to be from a predominantly neutral palette of colours, except for architectural features. Where fencing is provided, it should complement the colours, materials and finishes of the building and be of high quality.
- » Dwellings on corner lots are to be designed to address both street frontages, in order to promote a strong and legible streetscape character and support surveillance of the street.

5.2.2 HOUSING TYPES

A variety of housing types are permissible within Caerleon, ranging from traditional detached housing; small dwellings such as terraces/townhouses, cottages, zero lot housing and semi-attached dwellings in certain areas; shop-top housing in the mixed use zone; traditional detached housing on larger lots and rural-style housing on higher slopes.

- » A mix of housing types is encouraged in order to increase the range of housing choice in Caerleon.
- » When determining the type of housing, applicants must ensure the housing type is consistent with the objectives of the Character Area so to maintain a desired streetscape.
- » Dual occupancy development in Caerleon, in particular battle-axe style development, will not be supported.

5.2.3 BUILT FORM AND BUILDING ENVELOPE

- » Dwellings are to be consistent with the minimum front, side and rear setback controls in **Table 3**.
- » For corner allotments, the setback controls to corner truncations shall be treated as if the lot did not have a truncation.
- » Front, side and rear setbacks for dwellings on lots with an area > 1,000m² are to be generally consistent with

Table 3, but may be varied if the variation is necessary to respond to the landscape features or topography of the land.

- » Projections that are permitted into side and rear setbacks include eaves, sun hoods, gutters, down pipes flues, light fittings and electricity or gas meters, rainwater tanks and hot water units.
- » Pergolas and other landscape features/structures are permitted to encroach into the rear setback.
- » Building facades within the articulation zone and secondary frontage elements shall consist of a mix of the following elements:
 - articulation or steps;
 - entry features;
 - awnings;
 - eaves and sun shading;
 - window to habitable space;
 - balcony or window box treatment;
 - recessing or projecting architectural elements;
 - verandahs;
 - bay windows or similar features.
- » Zero lot dwellings are permitted within the R1 General Residential Zone provided that:
 - any wall that adjoins the boundary has a maximum length of 20m or 35% of the length of the boundary, whichever is greater;
 - there are no openings in the wall that adjoins the boundary;
 - the Development Application demonstrates there will be no adverse impacts on the adjoining property in terms of solar access and overshadowing.

Note. Zero lot dwelling means those that have one or more walls abutting the boundary with the next lot.
- » For attached and semi-detached housing, the side setback control only applies to the end of a row of attached housing, or to the non-zero lot line side of a semi-detached house.
- » Refer to Section 6 for additional built form controls applying to development in the Neighbourhood Centre.



Table 3. Setback and Built Form Controls

Lot Size		≤ 300m ² *	301m ² – 649m ² *	650m ² – 999m ²	≥ 1,000m ² – 1,999m ² #	≥ 2,000m ² #
Front Setback	Building Line	3.0m	4.5m	5.5m	6.0m	10.0m
	Articulation Zone**	1.0m	1.0m	1.0m	1.0m	1.0m
	Garage Line	5.5m or 0m to Laneway	5.5m	6.5m	7.0m	11.5m
Secondary Frontage Setback		2.0m	2.0m	3.0m	4.0m	5.0m
Side/Rear Setback	Side Setback	0m / 0.9m	0.9m	0.9m	0.9m	5.0m
	Rear Setback (Excludes Garages)	3.0m	3.0m	3.0m	3.0m	5.0m

Refer to control 5.2.3 (3).

* Residential lots < 450m² may only be located in the B4 Mixed Use Zone or in the shaded area surrounding the B4 Mixed Use Zone, as illustrated in the Indicative Density Allocation Plan in **Figure 6**.

** The articulation zone is measured forward of the building line.

5.2.4 LANDSCAPING AND PRIVATE OPEN SPACE

- » Each dwelling is to have quality, useable private open space behind the primary building line to allow outdoor recreational and clothes drying areas.
- » Residential dwellings on lots ≤ 600m² are required to provide a minimum of 15% of Private Open Space.
- » Residential dwellings on lots > 600m² are required to provide a minimum of 20% of Private Open Space.

5.2.5 VEHICLE ACCESS, CAR PARKING AND GARAGE DESIGN

- » The minimum width of a driveway is 3m.
 - » Driveways are generally to be offset by 1m from the side boundary for all residential development.
 - » Landscaping is encouraged within setbacks between driveways and boundaries.
 - » The garage shall not comprise more than 50% of the front building elevation.
 - » For smaller lot housing on lots ≤ 450m², driveways may have zero setback to the side boundary.
- Note.** Smaller lot housing can only be located in the B4 Mixed Use Zone.
- » Rear access may to be provided to residential development on lots ≤ 450m² within the Neighbourhood Centre, in order to reduce the visual impact of garaging when viewed from the main street.

5.2.6 FENCING

R1 General Residential Zone

- » Front fencing is limited to a maximum height of 1m.
- » Front and side fencing forward of the building line must be constructed of visually permeable material. At least 50% of the fence structure should be visually permeable material.
- » Boundary fencing forward of the building line shall be a maximum height of 1m.
- » Solid fencing above 1m is not permitted adjacent to open space or drainage land.
- » All other fencing on the boundary is limited to a maximum height of 1.8m from natural ground level.
- » Fencing over 1m in height along the secondary frontage lot boundary is not to exceed more than 50% of the length of the lot.
- » Continuous landscaping must be provided on the street side of the fence where it comprises of solid sheet steel material and the fence is adjacent to, or visible from, the public domain.
- » Fencing is to be consistent in design and style with the dwelling in terms of style, colour, materials, textures, openings and finishes.

Note. Blank walls disrupt established fencing patterns and should be avoided.

R5 Large Lot Residential Zone

- » In the R5 Large Lot Residential Zone, open style post and rail, or post and wire fence types, are required.

5.2.7 WASTE DISPOSAL

- » Waste storage areas/bins are to be concealed from public view and stored on individual properties.

5.2.8 RESIDENTIAL EARTHWORKS

- » Development consent is required to place fill on the land in excess of 100mm topdressing, unless the development is exempt and complying development for the purposes of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- » A maximum of 600mm cut or fill below or above ground level (existing) is permitted.
- » Cut and fill must be at least 900mm from each lot boundary.
- » Development must provide adequate drainage lines to ensure surface water is disposed of without causing a nuisance to adjoining owners, and must not redirect the flow of surface water onto an adjoining lot.
- » Cut and fill must be located at least 1m from any registered easement, sewer main or water main.
- » If the fill is more than 150mm deep it must not occupy more than 50% of the landscaped area.
- » Refer to Section 5.3.4 of this DCP for cut and fill controls for Development on Steep Slopes.



5.3 Additional Controls for Development on Steep Slopes

This section refers to development on steep slopes which are defined for the purposes of this DCP as slopes in excess of 15°.

5.3.1 SITING AND VISUAL IMPACT

- » The visual impact of dwelling houses on steep slopes, in particular dwellings at or above the 520m contour, is to be minimised through appropriate siting, landscaping, and the use of materials and colours which are sympathetic to a rural character of the land. Generally, dwellings are to be sited on the flattest section of each site and where possible, on the lowest contour of site.
- » Dwellings are not to be located within 40m of the Avisford Nature Reserve.
- » A Subdivision Application for land with steep slopes shall identify the general building envelope within the proposed lot, which will require preliminary input from qualified geotechnical and civil consultants.

5.3.2 BUILDING HEIGHT

- » Development must reflect the landform and dwellings, and must step down the block to follow the topography of the land.
- » Dwellings are limited to a maximum height of 8.5m in the *Mid-Western Regional Local Environmental Plan 2012*. Dwellings on sloping land shall demonstrate that a building height plane of 8.5m is generally achieved.

Note. Building height plane means a plane projected at an angle of 45° over the actual land to be built upon from a vertical distance (of 8.5m) above ground level at the side boundaries of the site.

5.3.3 SHEDS, OUTBUILDINGS AND DETACHED GARAGES

- » Sheds, outbuildings, detached garages and any other ancillary structures are to be located behind or adjacent to the dwelling, to protect the major ridgelines.
- » Landscaping must be provided around dwellings where the dwelling is visible from the public domain, in order to minimise its visibility.

5.3.4 CUT AND FILL

- » An appropriate construction methodology is to be outlined in the Development Application for building construction, and may include raised floor construction or stepped construction requiring cutting. Applicants must provide a detailed report and/or plans from qualified geotechnical and structural consultants with a Construction Certificate Application to demonstrate safety and avoid areas of land slip.



6. Neighbourhood Centre

6.1 Land Use

- » The Neighbourhood Centre Character Area is to incorporate a range of local retail, commercial, community and open space land uses to serve the everyday needs of the local community. These uses may spill into adjacent R1 General Residential land.
- » The Neighbourhood Centre Character Area is to incorporate higher intensity development, including medium-density housing and mixed-use development.
- » The Neighbourhood Centre Character Area is to be differentiated through varying and 'active' uses, which should be focused along, and front, a main street.
- » Development must have regard to, and maintain, the commercial hierarchy of Mudgee.
- » Retail and commercial uses at ground level within the B4 Mixed Use Zone must have a maximum Gross Floor Area of 1,280m² per unit or tenancy.
- » The Neighbourhood Centre Character Area and B4 Mixed Use Zone is to be a maximum of 2 Ha in area (excluding roads, road reserves, child care centres, community facilities, car parking, drainage and open space).

6.2 Built Form and Streetscape

- » Retail and commercial uses at ground level must have their entrance directly from the main street frontage.
- » Buildings with a retail function at ground level, whether part of a mixed-use building or stand-alone shop, shall be built with a zero or minimal front and side setbacks.
- » Zero setbacks are encouraged for buildings in the B4 Mixed Use Zone. Buildings should generally be built to the street edge.
- » The frontage of retail or mixed use buildings is to have substantial glazing at ground level and no large expanses of blank facade facing the street.
- » Where appropriate, an awning or posted verandah should be provided over the public footpath. If an awning or posted verandah is provided, it is to be cantilevered or suspended over the adjoining footpath within the road reserve.
- » Awnings must be designed to allow street tree planting to be provided at regular intervals.
- » Front fencing shall generally be provided for residential development in the B4 Mixed Use Zone.
- » Shop top housing must provide a street address and direct pedestrian access from street frontages and associated car parking areas. The access must be separate from the entry areas for other building uses.

6.3 Public Domain

- » Provide a high quality landscape design including planting, street furniture and lighting that enhances the character of the neighbourhood centre.
- » Provide street tree and planting that is of an appropriate height or permeability to maintain views and establishes shade for pedestrians.
- » Details of street furniture, lighting and plantings (including species selection, size of beds and irrigation provision), are to be provided with the Landscape Plan submitted to Council for approval with the Development Application.
- » An open space area should adjoin the Neighbourhood Centre Character Area in a prominent location, and should be designed to accommodate activities such as outdoor eating, pedestrian movement or seating areas.

6.4 Parking and Access






- » Locate at grade parking areas generally behind building lines and screened from the Residential Collector Road.
- » Shared car parking provision for complementary uses within the Neighbourhood Centre is supported.
- » On-street car parking is to be provided as 60° rear to kerb parking along the Neighbourhood Centre Road to contribute to street life and surveillance. Refer to **Table 2** for parking bay dimensions.
- » Laneways may be used to provide access to parking areas and waste collection areas. Laneways are to be designed to accommodate heavy vehicles, where access to the rear of shops (for deliveries) and waste collection is required.
- » Loading bays are not required on-site. Provision for loading/unloading can be made at the rear of an allotment where a laneway is proposed.
- » Shade trees shall be provided along the footpath adjacent any on-street rear-to-kerb car parking, at a rate of 1 tree for every 8 car parking spaces.
- » Where the need for a bus stop at the site is identified by Council, details of the location and design of the bus stop are to be provided with the development plans submitted to Council for approval.

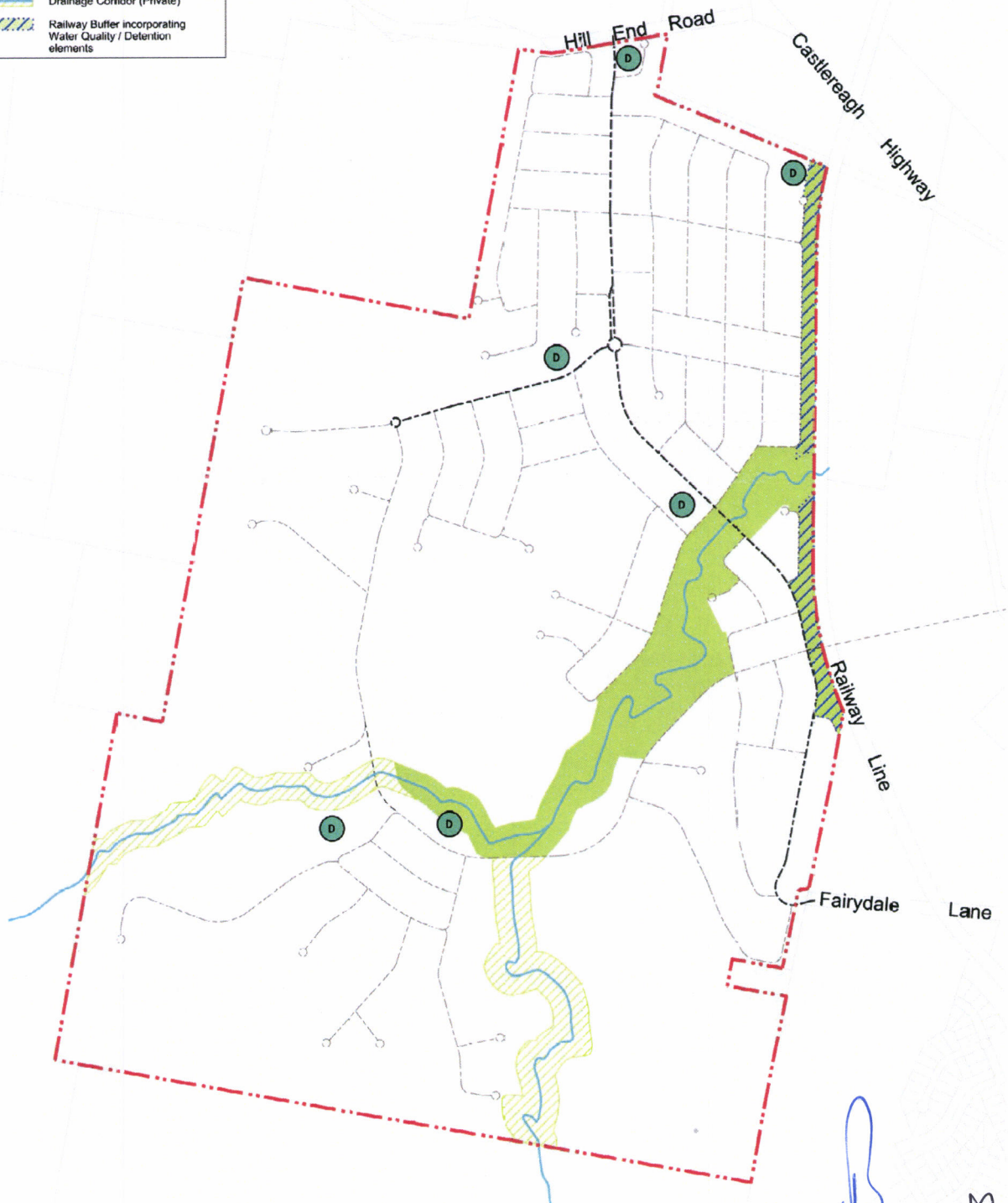
7. Environmental Management

7.1 Stormwater Management

- » The two main watercourses that drain the majority of the land are shown in **Figure 7**. These two watercourses are identified as 3rd and 4th order streams and shall be retained for drainage functions. Buffers are to be provided along the drainage lines in accordance with the Strahler-based methodology (NSW Office of Water, July, 2012).
- » Natural regeneration is encouraged in vegetated riparian zones (VRZs) within the Riparian Corridors.
- » Stormwater from the site will be managed through on-site detention basins in the indicative locations shown in **Figure 7**.
- » Stormwater management within the northern section of the land can be designed to include natural water flow as well as an engineered solution.
- » The remaining lower order streams on the site (1st and 2nd order streams) can be:
 - removed and/or piped and integrated into an engineered approach to drainage; or
 - maintained as open channels.
- » The principles of Water Sensitive Urban Design (WSUD) should be incorporated across the site.
- » During the construction phase of development, the relevant stormwater management objectives for new development as set out in the most up to date revision of *Managing Urban Stormwater: Soils and Construction* (NSW Department of Housing) must be complied with.
- » Development Applications must demonstrate that any potential impacts on groundwater and salinity can be managed to mitigate environmental impact.
- » Where there is potential for soil erosion to occur, erosion and sediment control measures are to be implemented and regularly maintained during construction. Sediment trapping devices are to be located at all points where stormwater runoff can enter inlets to stormwater systems, or where runoff may leave the site, during construction. Details of erosion and sediment control measures are to be provided with Development Applications where there is potential for soil erosion to occur.
- » Driveways on steep slopes are to be designed to minimise erosion.



LEGEND	
	Site Boundary
	Indicative Detention / Water Quality
	Drainage Corridor (Public)
	Drainage Corridor (Private)
	Railway Buffer incorporating Water Quality / Detention elements



[Handwritten signatures]

Figure 7. Indicative Drainage Plan

7.2 Biodiversity

- » Native vegetation and remnant trees in areas of high ecological constraint are to be retained and protected in large lots on land with steeper slopes. Any development within the Large Residential Character Area and Rural Residential Character Area shall be positioned to avoid the removal of remnant trees.





Note. Areas of high ecological constraint include the riparian corridors and areas containing Endangered Ecological Communities, and are mapped in the 'Caerleon Property Rezoning Investigations Flora and Fauna, Riparian and Bushfire Study' (July, 2012) and shown in **Figure 8**.

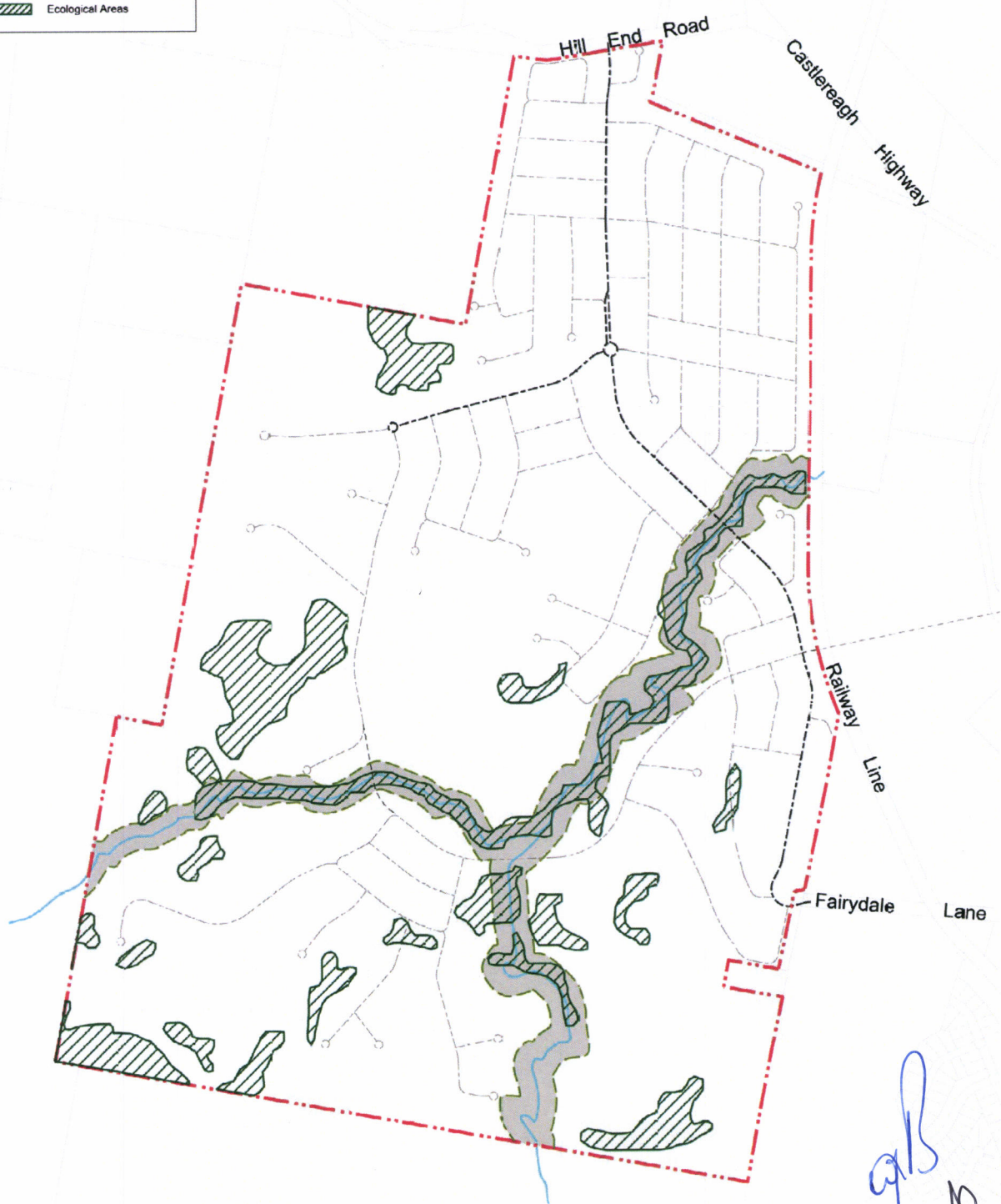
- » Development that affects areas of high ecological constraint, including the VRZs, must have regard to a Vegetation Management Plan (VMP) that sets out the methods to be used to encourage natural regeneration. A VMP shall be prepared with any Subdivision Application affecting areas of high ecological constraint shown in **Figure 8**.
- » An environmental buffer area of 40m shall be retained along the southern boundary of the land, wherein no dwelling shall be developed.

7.3 Bushfire

- » All Subdivision and Development Applications will be assessed under section 100B of the *Rural Fires Act 1997* and, if necessary, will require a Bush Fire Safety Authority (BFSA) to be obtained from the NSW Rural Fire Service at subdivision and/or Development Application stage. Detailed bushfire assessment shall be undertaken for future development and address the bushfire protection measures of *Planning for Bushfire Protection 2006*.



LEGEND	
	Site Boundary
	Creek Line
	Drainage Corridor
	Ecological Areas



Handwritten signatures and initials in blue ink.

Figure 8. Indicative Conservation Plan

7.4 Odour

- » There is to be no development within the 1 odour unit contour, as shown in the Indicative Odour Plan in **Figure 9**, until such time as a revised odour assessment is undertaken after the Mudgee Sewerage Treatment Plant (STP) is commissioned.





Note. The developer is to commission a qualified odour consultant to undertake an odour assessment within 6 months from the time the Mudgee Sewerage Treatment Plant (STP) is commissioned. The odour study shall determine the minimum odour contour from the Mudgee STP and the minimum buffer from the landfill site.

7.5 Contamination

- » Further investigation at the Machinery Shed and Sheep Dip sites must be undertaken prior to development, in accordance with the contaminated land management planning guidelines *State Environmental Planning Policy No. 55*.

Note. The location of the Machinery Shed and Sheep Dip sites is mapped in 'Preliminary contamination assessment – Caerleon Hill End Road, Mudgee NSW' (20 July 2012).



LEGEND	
	Site Boundary
	Odour Contour 1 for New STP
	Area subject to Odour Study
	Landfill Site 250m Buffer

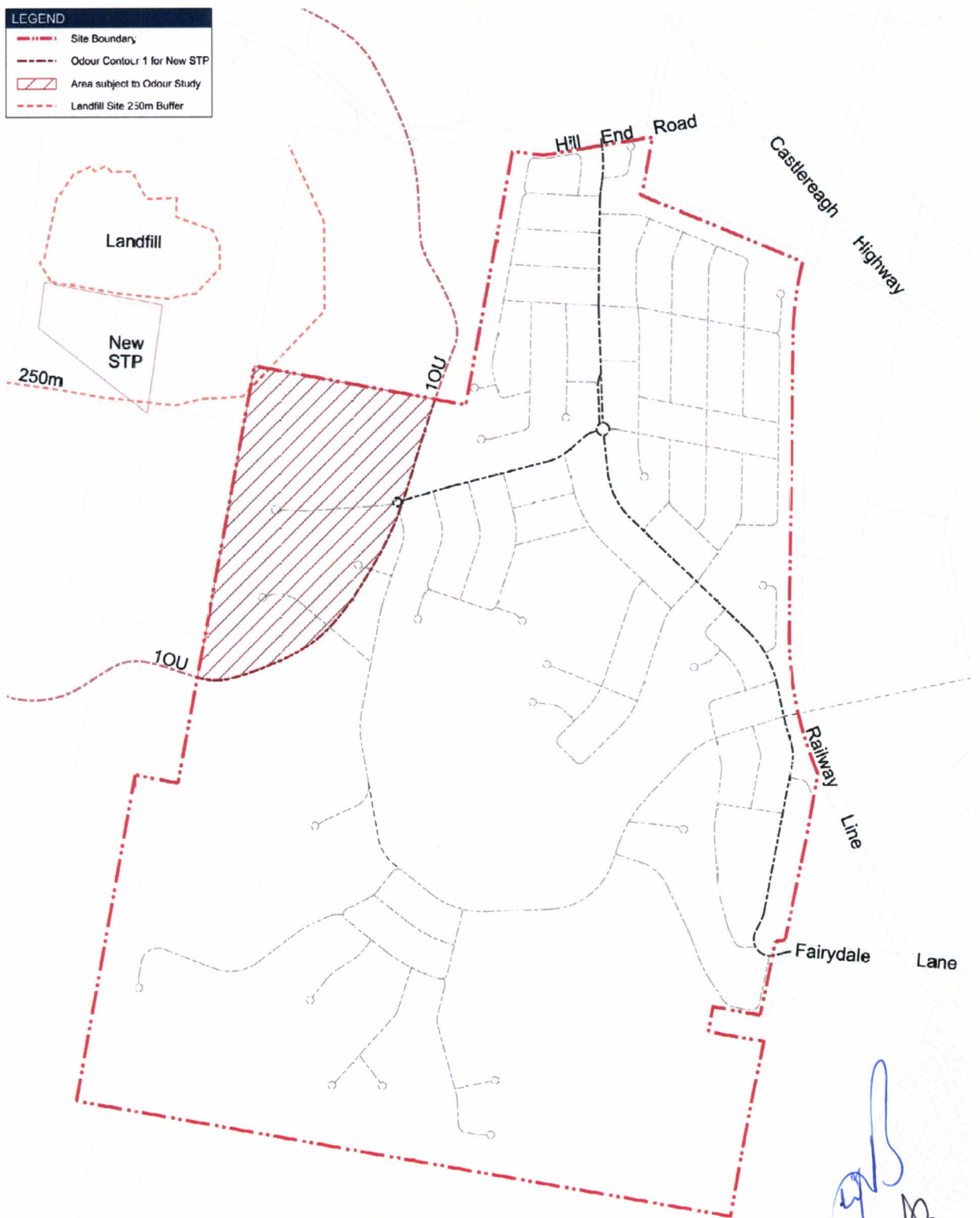




Figure 9. Indicative Odour Plan

7.6 Aboriginal Heritage

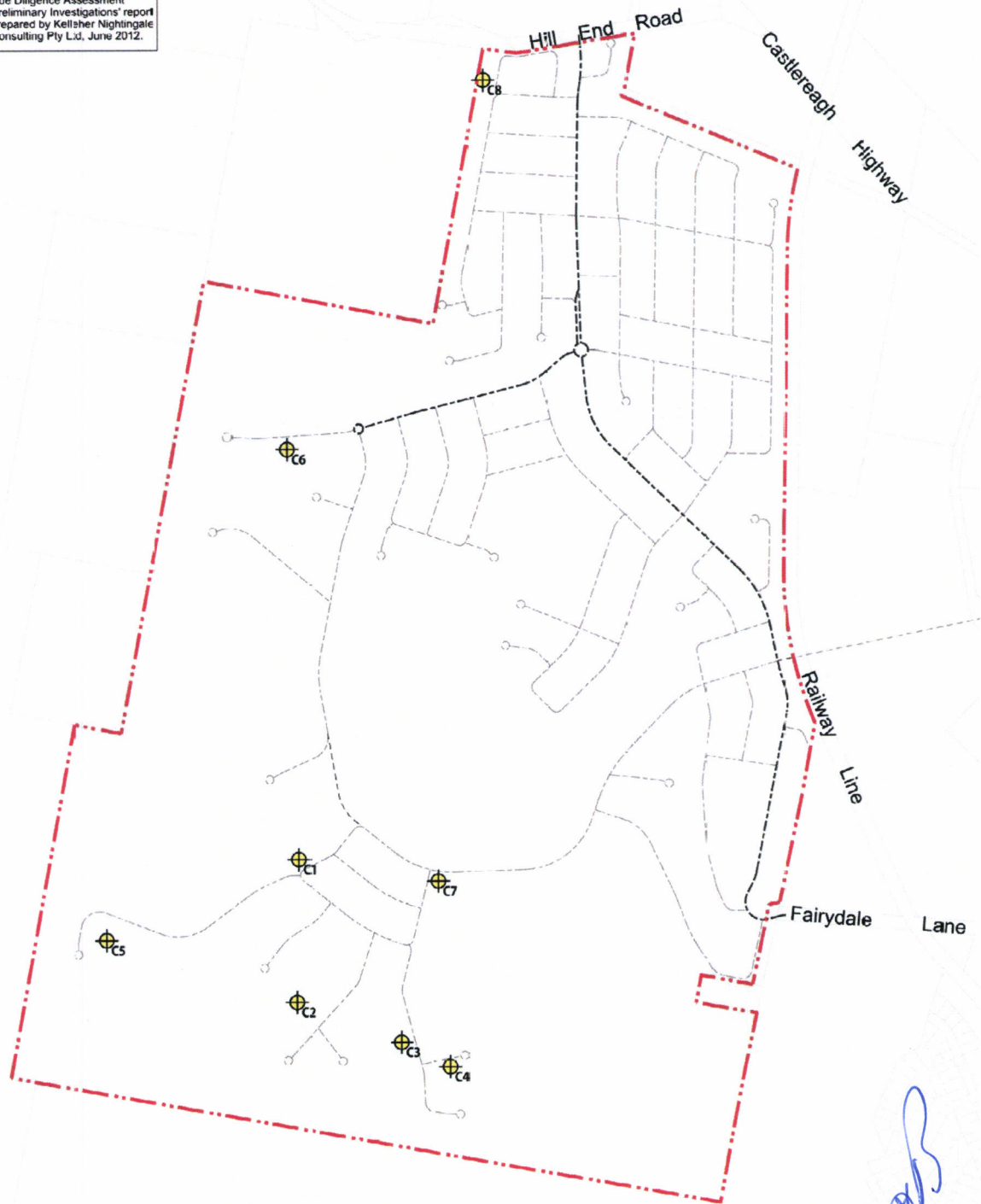
- » The location of sites where Aboriginal objects have been identified during Aboriginal Heritage investigations, are mapped in the '*Mudgee Residential Rezoning Aboriginal Heritage Due Diligence Assessment- Preliminary investigation*' (July, 2012) and shown in **Figure 10**.
- » All sites of Aboriginal objects should be avoided in the future development of the land, unless resolved through controls 3 and 4 below.
- » Where avoidance of an Aboriginal object site (or a site of potential archaeological sensitivity) cannot be achieved and there is potential for disturbance of the site, further investigations and impact assessment is to be undertaken in accordance with the *Code of Practice for Archaeological Investigation of Aboriginal Objects in New South Wales*. An Aboriginal heritage impact permit (AHIP) will be required for any activity which may harm an Aboriginal object.
- » Aboriginal consultation shall be undertaken prior to, and with, the Subdivision Application process where an AHIP application is required. The consultation process with Aboriginal stakeholders shall be undertaken in accordance with the *National Parks and Wildlife Regulation 2009* and *Aboriginal cultural heritage consultation requirements for proponents 2010: Part 6 National Parks and Wildlife Act 1974*.



LEGEND

-  Site Boundary
-  Aboriginal Heritage Sites*

NOTE: *Refer to the 'Aboriginal Heritage Due Diligence Assessment Preliminary Investigations' report prepared by Kellather Nightingale Consulting Pty L.J. June 2012.



[Handwritten signature]

Figure 10. Indicative Aboriginal Heritage Plan

8. Utilities

8.1 Water Supply

- » Potable water is to be supplied from the existing water treatment facility in Mudgee. Initial stages of the development are proposed to be served from the existing potable water reticulation system located adjacent to the southern boundary of the site.
- » A new 5ML reservoir will be constructed by Mid-Western Regional Council to serve the development.

8.2 Waste Water

- » The new Waste Water Treatment Plant (WWTP) being constructed adjacent to the western area of the site is sized to cater for waste water treatment from all future development in Caerleon.
- » A new Sewage Pump Station (SPS) will be required to serve the site, with waste water being pumped from the SPS via a new rising main to the WWTP.

8.3 Electricity and Telecommunications

- » Primary utilities such as electricity and telecommunications must be made available to serve any future development.



9. Torrens, Strata and Community Title Subdivision

- » Allotments where free standing dwelling houses, dual occupancy dwellings or multiple dwellings (such as terraces that share a boundary wall) are proposed or exist may be Torrens Title.
- » Where buildings are attached or share common areas, such as driveways, entry foyers, car parking facilities or structural and non-structural building components that overlap, allotments may be Torrens Title or be subdivided under a Community or Strata Scheme.
- » Proposed Torrens Title allotments that are attached or share common areas must provide easements for right of way (where relevant) registered as a right of way on a survey or registered on title.

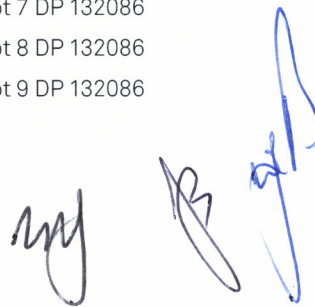
Note: To ensure Subdivision Applications can be subdivided in an appropriate manner it is recommended that you consult an appropriately qualified professional, such as a Land Surveyor at the outset of your project.

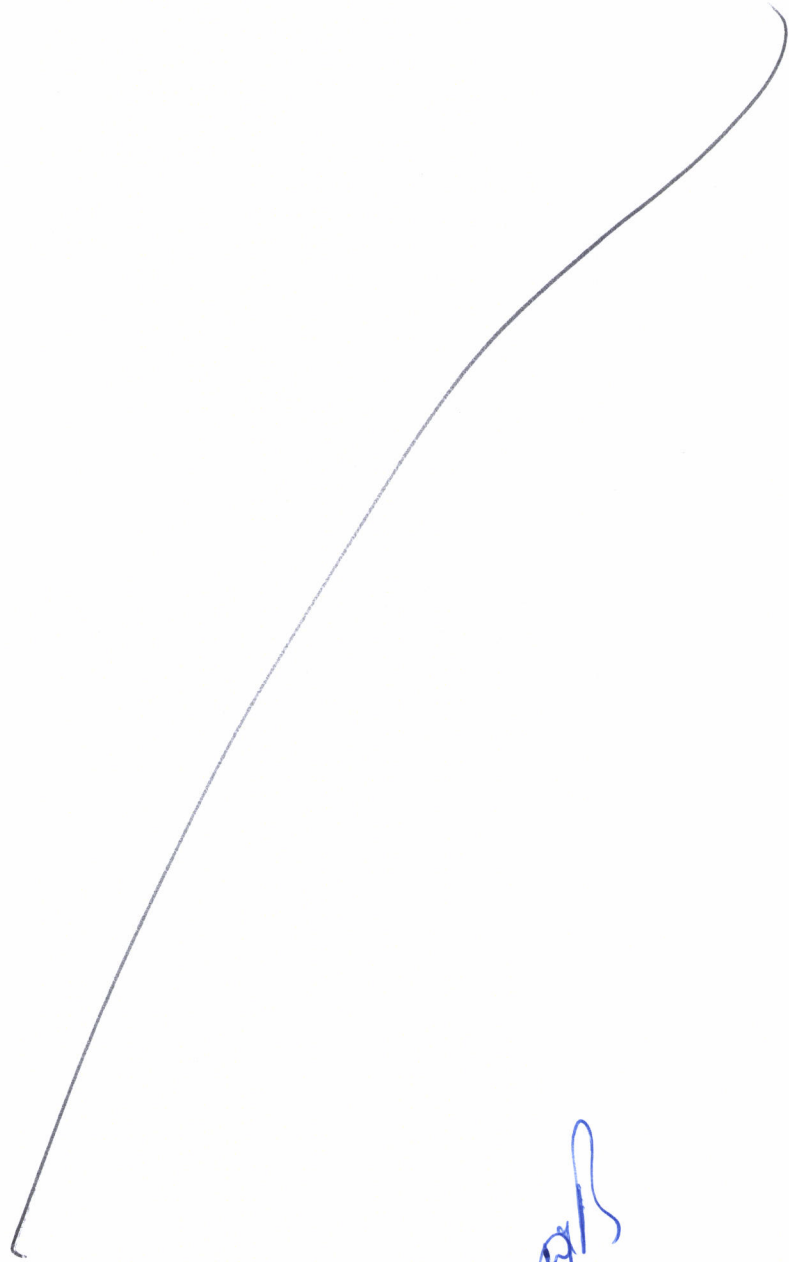
Three handwritten signatures in blue ink, appearing to be initials or names, located below the note.

Appendix A

Land to which this DCP Applies

Lot 1 DP 1146227	Lot 223 DP 756894
Lot 1 DP 132086	Lot 224 DP 756894
Lot 10 DP 132086	Lot 225 DP 756894
Lot 129A DP 756894	Lot 226 DP 756894
Lot 130 DP 756894	Lot 227 DP 756894
Lot 131 DP 756894	Lot 228 DP 756894
Lot 1321 DP 1113075	Lot 229 DP 756894
Lot 1322 DP 1113075	Lot 230 DP 756894
Lot 1323 DP 1113075	Lot 231 DP 756894
Lot 133 DP 756894	Lot 232 DP 756894
Lot 134 DP 756894	Lot 233 DP 756894
Lot 135A DP 756894	Lot 234 DP 756894
Lot 136 DP 756894	Lot 235 DP 756894
Lot 137 DP 756894	Lot 236 DP 756894
Lot 139 DP 756894	Lot 237 DP 756894
Lot 140 DP 756894	Lot 3 DP 132086
Lot 141 DP 756894	Lot 341 DP 756894
Lot 151 DP 756894	Lot 4 DP 132086
Lot 189 DP 756894	Lot 5 DP 132086
Lot 19 DP 1113002	Lot 6 DP 132086
Lot 2 DP 132086	Lot 7 DP 132086
Lot 218 DP 756894	Lot 8 DP 132086
Lot 219 DP 756894	Lot 9 DP 132086
Lot 220 DP 756894	
Lot 221 DP 756894	
Lot 222 DP 756894	





Handwritten signature in blue ink, followed by a date "12" and a stylized mark.