

# Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Peet Jumping Creek Pty Ltd ACN 633 663 760
<b>PROPERTY</b>	LOT 1419, Stage 3A, 28 Lonergan Drive, Greenleigh NSW 2620

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
<b>Completion</b>	Clause 36		<b>Refer to clause(s):</b>	Clause 36	
<b>Is there a sunset date?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<b>Can this date be extended?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<b>Refer to clause(s):</b>	Clause 37
<b>Does the purchaser pay anything more if they do not complete on time?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 9 Clause 39 interest on delayed completion and notice to complete fee.		
<b>Has development approval been obtained?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA 109-2019		
<b>Has a principal certifying authority been appointed?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Queanbeyan-Palerang Regional Council		
<b>Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 37 - Completion of this contract is subject to and conditional on satisfaction of Conditions Precedent.		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement ( <i>select all that apply</i> ).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Ian McNamee &amp; Partners Pty Ltd ABN 47074020563</b> 2-4 Rutledge Street, Queanbeyan NSW 2620 <a href="mailto:admin@mcnamee.com.au">admin@mcnamee.com.au</a>	phone 02 6297 5555 fax 02 6297 5823 ref
co-agent	Not Applicable	
Vendor	<b>Peet Jumping Creek Pty Ltd ACN 633 663 760</b> PO Box 1000, Civic Square ACT 2608	
vendor's solicitor	<b>HWL Ebsworth Lawyers</b> Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 GPO Box 5408, Sydney NSW 2001 email: <a href="mailto:PeetNSW@hwle.com.au">PeetNSW@hwle.com.au</a>	phone +61 2 9334 8555 fax 1300 369 656 ref AJB:TN:1125185
date for completion	The date specified in clause 36	
land (address, plan details and title reference)	<b>Lot 1419, Stage 3A, 28 Lonergan Drive, Greenleigh NSW 2620</b> Plan: Lot 1419 in an unregistered plan (copy attached) being part of Lot 1 in Deposited Plan 1249543 Title: Part Folio Identifier 1/1249543 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

inclusions	Nil	
exclusions		
purchaser		
guarantor		
purchaser's		phone
<input type="checkbox"/> solicitor		fax
<input type="checkbox"/> conveyancer		ref
price		<b>inclusive of GST</b>
deposit	_____	(10% of the price, unless otherwise stated)
balance	_____	
contract date		(if not stated, the date this contract was made)

buyer's agent

## REFER TO EXECUTION PAGE

vendor

witness

REFER TO EXECUTION PAGE

**GST AMOUNT (optional)**  
The price includes GST.

purchaser

JOINT TENANTS  tenants in common  in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 69) PEXA

**Electronic transaction** (clause 69)  no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9)  NO  yes

**Tax information (the parties promise this is correct as far as each party is aware)**

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment:** (residential withholding payment)  NO  yes  
(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice no later than 10 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name: Peet Jumping Creek Pty Ltd

Supplier's ABN: 35 633 663 760

Supplier's GST branch number (if applicable):

Supplier's business address: Level 3, 64 Allara Street, Canberra ACT 2601

Supplier's email address: [canberra@peet.com.au](mailto:canberra@peet.com.au)

Supplier's phone number: (02) 6230 0800

Supplier's proportion of **GSTRW payment:** 100%

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):

Amount must be paid:  AT COMPLETION  at another time (specify):

Is any of the consideration not expressed as an amount in money?  NO  yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

**CERTIFICATE UNDER SECTION 66W  
OF THE CONVEYANCING ACT 1919**

I,

of

certify that:

- 1 I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales.
- 2 I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919 (NSW)* with reference to a contract for the sale of property being Lot 1419, 28 Lonergan Drive, Greenleigh NSW 2620 (**Property**) from **Peet Jumping Creek Pty Ltd (ACN 633 663 760) (Vendor)** to
- (Purchaser)**

in order that there will be no cooling off period in relation to the contract.

- 3 I do not act for the Vendor and I am not employed in the legal practice of the solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- 4 I have explained to the Purchaser:
- (a) the effect of the contract for the purchase of the Property;
  - (b) the nature of this certificate; and
  - (c) that the effect of giving this certificate to the Vendor is that there is no cooling off period in relation to the contract.

**DATED:**

.....  
**SIGNATURE**

**PURCHASER**

**Executed by**

\_\_\_\_\_  
Signature

**Executed by**  
in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Full name (print)

**GUARANTOR**

**Executed by the Guarantor:**

\_\_\_\_\_  
Signature of Guarantor:

\_\_\_\_\_  
Full name (print)

**Executed by**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name (print)

\_\_\_\_\_  
Signature of Guarantor:

\_\_\_\_\_  
Full name (print)

**VENDOR**

**Executed** for and on behalf of **Peet Jumping Creek Pty Ltd (ACN 633 633 760)** by its attorney **Mitchell Alexander** under power of attorney dated **19 April 2021** registered number **BK 4786 NO 473**

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Signature of attorney

By executing this agreement the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this agreement.

**Executed** for and on behalf of **Peet Jumping Creek Pty Ltd (ACN 633 633 760)** by its attorney **Malcolm Leslie** under power of attorney dated **19 April 2021** registered number **BK 4786 NO 473**

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Signature of attorney

By executing this agreement the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this agreement.

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

**WARNING—SMOKE ALARMS**

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.



## WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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**If you think that any of these matters affects the property, tell your solicitor.**
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

## 1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;



- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*, and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

**Peet Jumping Creek Pty Ltd**

**Stage 3A - Jumping Creek**

**Special Conditions**

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## Additional Provisions

### 33. Definitions, interpretation and general

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#### 33.1 Definitions

In this contract these terms (in any form) have the following meaning:

<b>Authority</b>	means any government, semi-government, statutory, public or other Consent Authority.
<b>Bank Guarantee</b>	means an unconditional, irrevocable, on demand bank guarantee issued by an Australian trading bank that does not contain an expiry date delivered by the purchaser to the vendor in a form acceptable to the vendor according to clause 54.
<b>Conditions Precedent</b>	means: <ul style="list-style-type: none"><li>(a) registration of the Documents; and</li><li>(b) if not previously served by the vendor, notification of Material Change to Disclosure Statement.</li></ul>
<b>Conditions Precedent Notice</b>	means written notice from the vendor stating that the Conditions Precedent has been satisfied together with: <ul style="list-style-type: none"><li>(a) copies of the registered Documents; and</li><li>(b) if clause (b) applies in the definition of Conditions Precedent, notification of a Material Change to the Disclosure Statement.</li></ul>
<b>Consent Authority</b>	means the relevant authority, JRPP, Council or court having jurisdiction over the Development Site and/or the property.
<b>Council</b>	Queanbeyan-Palerang Regional Council or its successor.
<b>Development Activities</b>	means any work intended to be carried out by the vendor to complete any development in the Development Site including: <ul style="list-style-type: none"><li>(a) any form of work on the Land required by the Development Consent;</li><li>(b) any form of work on the Development Site including,</li></ul>

without limitation, the installation of Services;

- (c) the staging of plan registration;
- (d) the addition, amendment or deletion of lots, recreation areas, or any other area;
- (e) the registration of the Plan of Subdivision;
- (f) the use and/or operation of any part of the Development or a lot within the Development Site or Plan;
- (g) any other such approvals required by the vendor or its assignee for carrying out the Development;
- (h) the dedication of land;
- (i) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the vendor; and

the subdivision of land forming part of the Land or the Development Site.

**Development Approval** means the development approval DA 109-2019 for the development of the Development Site as amended or substituted from time to time.

**Development Site** means the land comprising Lot 1 in Deposited Plan 1249543.

**Disclosure Statement** means a disclosure statement in accordance with the Act.

**Documents** means the following:

- (a) Subdivision Plan; and
- (b) Draft Instrument.

**Display Suite** means any lot or area used by the vendor or any other person authorised by the vendor as a display suite from time to time at the vendor's absolute discretion.

**Draft Instrument** means the draft instrument setting out the terms of easements and restrictions on the use of land intended to be created under section 88B of the Conveyancing Act 1919 (NSW) on registration of the Subdivision Plan a copy of which is attached at Schedule 3.

<b>Foreign Person</b>	has the same meaning given in the <i>Foreign Acquisitions and Takeover Act 1975</i> (Cth).
<b>Grading and Fill Plan</b>	means the plan attached at Schedule 4.
<b>Interest Rate</b>	means ten (10%) per annum.
<b>JRPP</b>	means Joint Regional Planning Panel.
<b>Material Change</b>	<p>means a change to the Disclosure Statement is such a change that the purchaser:</p> <ul style="list-style-type: none"> <li>(a) would not have entered into the contract had the purchaser been aware of the change in the Disclosure Statement; and</li> <li>(b) would be materially prejudiced to the change in the Disclosure Statement</li> </ul> <p>but the purchaser acknowledges and agrees that a Material Change does not mean any of the matters specified in sub-clauses (c) to (d) of the definition arising from:</p> <ul style="list-style-type: none"> <li>(c) a reduction in the area of the Property as shown on the Subdivision Plan by 5% or less when compared to the area of the Property in the Subdivision Plan; and</li> <li>(d) a change in the proposed lot number of the Property.</li> </ul>
<b>Planning Agreement</b>	means a planning agreement pursuant to the Environmental Planning and Assessment Act 1979.
<b>Prohibited Entity</b>	<p>means any person or entity which:</p> <ul style="list-style-type: none"> <li>(a) is a "terrorist organisation" as defined in part 5.3 of the Criminal Code Act 1995 (Cth);</li> <li>(b) has a connection with any country or named individual or entity which is subject to international sanctions or is associated with terrorism, including any person or entity listed by the Minister for Foreign Affairs in the Government Gazette under part 4 of the Charter of the United Nations Act 1945 (Cth) as at the date of this contract (a consolidated list is available from the website of the Australian Department of Foreign Affairs and Trade); or</li> <li>(c) is on any other list of terrorists or terrorist organisations</li> </ul>

maintained by the Australian Department of Foreign Affairs and Trade or under any law.

<b>Registration</b>	means registration at Land and Property Information NSW by the Registrar General.
<b>Registration Sunset Date</b>	is the date specified in Schedule 1.
<b>Related Body Corporate</b>	has the meaning it has in the <i>Corporations Act 2001</i> (Cth).
<b>Restricted Matters:</b>	means: <ul style="list-style-type: none"><li>(a) the exercise of any of the vendor's rights;</li><li>(b) the carrying out of any of the vendor's obligations;</li><li>(c) anything required to effect the Registration of the plans and documents referred to in clause 37.1, or other matter;</li><li>(d) staged development of the Development Site;</li><li>(e) any development application or modification application to any Authority and any subsequent agreement or appeal;</li><li>(f) the provision of services including water, sewerage, drainage, electricity and telecommunications and any contract arrangement with a service provider;</li><li>(g) the subject matter of any intention of the vendor under or as disclosed or referred to in this contract; and</li><li>(h) any other matter or thing required by the vendor to give effect to this contract disclosed or referred to in this contract;</li><li>(i) the subdivision, sale or addition to the Development Site;</li><li>(j) creation of additional lots in the Development Site;</li><li>(k) adjusting the boundaries of the Development Site;</li><li>(l) granting or accepting any easement, restriction on use or positive covenant; and</li><li>(m) the doing of any thing or the giving effect to a requirement of or the satisfaction of a condition imposed by an Authority or Council.</li></ul>

**Subdivision Plan** means the draft subdivision plan of the Development Site a copy of which is attached at Schedule 3.

**Selling and Leasing Activities** comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Development Site and includes:

- (a) the placement and maintenance on the Development Site (but not the property sold pursuant to this contract) of:
  - (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia;
  - (ii) stalls or associated facilities for the use of salespersons;
  - (iii) any event held on the Development Site (but not the property sold pursuant to this contract), and

(b) the operation of a Display Suite,

in connection with the selling and leasing of parts of the Development Site.

**Services** means water, sewerage, electricity, telephone available for connection to the property.

### 33.2 Interpretation

In this contract unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority or trust;
- (d) a person includes the person's executors, administrators, successors and substitutes (including, persons taking by novation and assigns); and
- (e) despite clause 1 of this contract the terms defined in clause 1 and clause 33 are defined terms whether or not those terms are in italics.

### 33.3 General

- (a) A reference to an Act includes any by law, ordinance regulation or rule made under that Act.
- (b) If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining clauses is not affected.

- (c) If there is a conflict between these additional provisions and the printed clauses of this contract, these additional provisions prevail.
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- (e) The word 'includes' in any form is not a word of limitation.
- (f) Rights under this contract which can apply after completion continue to apply after completion.
- (g) The vendor does not promise, represent or state that any documents attached to this contract are accurate or current.
- (h) For the purpose of clause 20.6.5:
  - (i) a document is taken to have been received on the date shown or recorded on the sending party's fax transmission report; and
  - (ii) clause 33.3(h)(i) does not apply if the sending party's fax transmission report indicates a faulty or incomplete transmission.
- (i) If the purchaser has a right to rescind this contract for any reason, the vendor may serve a notice requiring the purchaser to either rescind or affirm this contract within any relevant rescission period specified in this contract. If the purchaser does not either rescind or affirm this contract within the relevant rescission period, then the vendor may rescind this contract.

### 34. Variations to the printed clauses of this contract

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The printed clauses are varied by:

- (a) deleting the definition of 'depositholder' in clause 1 and replacing that definition with the following:
  - 'depositholder vendor's solicitor';
- (b) clause 2.4 is amended by inserting after the word 'cash (up to \$2,000.00)' the words ',electronic transfer to the depositholder's trust account';
- (c) substituting 'The parties agree that the deposit is to be invested and' in place of 'If each party tells the depositholder that the deposit is to be invested,' in clause 2.9;
- (d) inserting after 'call' in clause 2.9 'or on a term deposit or deposits maturing on or before completion as selected by the vendor';
- (e) adding the following words at the end of clause 2.9:
  - 'the party who is entitled to the interest authorises the depositholder to retain from the amount of interest, the sum of \$165.00 (inclusive of GST) in payment to the depositholder for attendances associated with the investment of the deposit. The retention amount is to be released to the depositholder for its absolute benefit

after (and not before) completion, and the payment is conditional upon completion taking place';

(f) by deleting clause 3;

(g) by deleting clause 4.1 and inserting the following provision:

*If applicable, the purchaser must serve the form of the transfer within 7 days after the day on which the vendor serves notice of the registration of the Documents.*

(h) by deleting clause 5.1;

(i) by deleting clause 5.2.1 and inserting the following provision:

*If it arises out of this contract or is a general question about the property or title – within 10 days after the day on which the vendor serves notice of registration of the Documents.*

(j) by deleting clause 5.2.2 and inserting the following provision:

*If it arises out of anything served by the vendor on the purchaser - within 10 days after the day on which the vendor serves notice of registration of the Documents.*

(k) deleting clauses 7.1.1;

(l) by deleting clause 8.1 and inserting the following provision:

*The vendor can rescind if:*

*8.1 the vendor is unable or unwilling to comply with an objection, requisition or claim;*

*8.2 the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and*

*8.3 the purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service.;*

(m) substituting 'existence' in place of 'substance' in clauses 10.1.8 and 10.1.9;

(n) clause 13.7.2 is amended by inserting after the word 'completion' the words 'or within 10 business days of a liability arising under this clause 13.7, if it arises after completion';

(o) clause 18 is amended by adding the following provision:

*18.8 The purchaser cannot make a requisition or claim after entering into possession; and; and*

(p) inserting after 'party' in clause 20.4 'or guarantor';

(q) clause 20.6.6 is amended by deleting " and" at the end of this clause.

(r) clause 20.6.7 is amended by deleting "." and inserting instead ";



- (s) a new clause 20.6.8 is inserted as follows:

*"20.6.8 served on the purchaser if it is sent electronically by email to the email address of the purchaser's solicitor; and";*

- (t) a new clause 20.6.9 is inserted as follows:

*"20.6.9 for the purposes of clause 20.6.5 a fax is deemed to be served on a party if the sender's fax machine issues a receipt confirming that all pages have been successfully transmitted";*

- (a) the following new clause 20.6.10 is inserted:

*"20.6.10 served on the purchaser if a drop box link is provided by email or fax to the purchaser's solicitor"; and*

- (u) clauses 22 to 31 inclusive are deleted.

## 35. Disclosure Statement

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### 35.1 Disclosure Statement attached to contract

The Vendor discloses and the Purchaser acknowledges that the Disclosure Statement was provided to the Purchaser by the Vendor in accordance with the Act.

### 35.2 No objection

The Purchaser acknowledges and agrees that the Purchaser has read and understood the Disclosure Statement and the Purchaser must not make any objection to the Disclosure Statement.

## 36. Completion

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### 36.1 The completion date of this contract is the later of:

- (a) twenty-one (21) days from the contract date; and
- (b) twenty-one (21) days after the day on which the Vendor serves the Conditions Precedent Notice.

## 37. Completion subject to satisfaction of Conditions Precedent

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### 37.1 Completion conditional

- (a) Completion is subject to and conditional on the satisfaction of Conditions Precedent.
- (b) If the Conditions Precedent are not satisfied on or before the Registration Sunset Date then subject to section 66ZL of the Act, either the Vendor or the

Purchaser may rescind this contract by written notice to the other provided that no such right of rescission shall be exercisable by the Purchaser if the Purchaser does not exercise the right within 14 days from the date of the Conditions Precedent Notice. The Vendor must use all reasonable endeavours to have the Documents registered on or before the Registration Sunset Date.

- (c) The Vendor must use all reasonable endeavours to satisfy the Conditions Precedent on or before the Registration Sunset Date.
- (d) The Vendor is not in breach of this contract if registration of the Documents has not occurred by the Registration Sunset Date.

### 37.2 Registration of documents

The vendor must use all reasonable endeavours to satisfy the Conditions Precedent on or before the Registration Sunset Date.

### 37.3 Extension of Registration Sunset Date by notice

The vendor can serve notice extending the Registration Sunset Date if Registration of the Documents is delayed in whole or in part because of any cause, matter or thing beyond the control of the vendor.

### 37.4 Late Registration of documents

Subject to clause 37.3, if the Documents have not been registered by the Registration Sunset Date either the purchaser or the vendor can rescind by notice to the other.

## 38. Vendor's Development Application

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### 38.1 The vendor discloses:

- (a) the vendor has obtained the Development Approval as at the date of this contract;
- (b) notwithstanding clause 38.1(a), the vendor may make several development applications to Council in respect of the Development Site (**Development Application**);
- (c) notwithstanding clause 38.1(a), the vendor may amend any Development Application; and
- (d) notwithstanding clause 38.1(a), the vendor may make an application or applications to amend any Development Approval it receives.

38.2 The purchaser cannot make any claim or requisition or rescind or terminate because of any matter stated in this clause 38.

## 39. Late completion

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### 39.1 Notice to complete

For the purpose of clause 15:

- (a) 3.00 pm on the day being not less than fourteen (14) days after the date of service of a notice to complete is a reasonable period to allow for completion; and
- (b) without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.

### 39.2 Interest if completion does not take place

If the vendor is ready, willing and able to complete in accordance with clause 15 but the purchaser is not:

- (a) the purchaser must pay interest on the unpaid balance of the price at the Interest Rate per annum calculated daily from and including the completion date to but excluding the actual day of completion;
- (b) it is an essential term of this contract that the interest must be paid on and as a condition of completion;
- (c) interest payable under this clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract; and
- (d) the right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract.

The purchaser need not pay interest under this clause 39.2 for any period during which completion has been delayed by the vendor.

### 39.3 Consequences of termination for purchaser's default

- (a) The vendor discloses to the purchaser and the purchaser acknowledges that:
  - (i) the vendor is obtaining debt finance to assist the vendor in carrying out the development of the Development Site;
  - (ii) until the debt finance is repaid, if the purchaser does not comply with this contract and the vendor exercises its rights under clause 9 to terminate this contract, the vendor will suffer additional interest and financing costs for the period from the date of termination of the contract until the date that the property is resold (the **Vendor's Additional Finance Costs**).
- (b) The purchaser agrees that in addition to the vendor's remedies under clause 9, following termination of the contract the vendor is entitled to recover from the

purchaser the Vendor's Additional Finance Costs for the period from the date of termination of the contract until the earlier of the date that:

- (i) the property is resold, whether or not the resale takes place within twelve (12) months after the termination; and
  - (ii) the date that the debt finance in respect of the development of the Development Site is repaid, with the vendor acknowledging that the vendor is not entitled to recover loss of return on equity under clause 9.
- (c) The purchaser agrees that the vendor is entitled to recover the amount of \$400.00 (plus GST) in the event that it serves a notice to complete upon the purchaser in accordance with this contract.

## 40. Disclosures

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### 40.1 Development of the Development Site

Subject to the Act, the vendor discloses:

- (a) The Development Activities may:
  - (i) cause significant noise, dust, vibration and disturbance to the occupiers of the lots in the Development Site within the lawful requirements of any relevant Authority or Council and during any hours permitted by any relevant Authority or Council;
  - (ii) cause temporary obstruction or interference with Services to the Development Site;
  - (iii) result in access to the Development Site or property being temporarily diverted during the course of the Development Activities on the Development Site; and
  - (iv) construction traffic in and around the Development Site but the vendor must use reasonable endeavours to minimise inconvenience to the purchaser.
- (b) Parts of the Development Site, either before or after the vendor has carried out Development Activities on them, may be consolidated, subdivided or left as they are or sold by the vendor at the vendor's absolute discretion and may be used for any permissible purpose under the relevant planning legislation.
- (c) Timing for commencement and completion of each stage of the development of the Development Site will be determined by the vendor in the vendor's absolute discretion.
- (d) The current intention of the vendor (which the vendor may change in its absolute discretion) is to develop the Development Site by the sale and/or development of the lots within the Development Site.
- (e) The purchaser must not make any objection or commence any action or enforce any judgment or order against the vendor or other party carrying out the

Development Activities on the Development Site unless the Development Activities are not being carried out in accordance with the relevant Consent Authority approvals or lawful requirements.

#### 40.2 **Staged Development**

The vendor discloses that the vendor may carry out Development Activities on the Development Site in stages and that as a consequence the description of the lots allocated to each property may change prior to the Completion Date.

#### 40.3 **Use of roads**

- (a) Roads in and around the Development Site may be closed or gated and access restricted whilst the vendor undertakes Development Activities on and around the Development Site.
- (b) Use of the roads will be shared with construction traffic whilst the vendor undertakes Development Activities on and around the Development Site.

#### 40.4 **Selling and Leasing Activities**

Until the vendor completes the sale of all lots in the Development Site, the vendor and persons authorised by the vendor are entitled to and will conduct Selling and Leasing activities.

#### 40.5 **Further affectations**

Some or all of the easements, covenants, restrictive covenants, leases and instruments anticipated to be created:

- (a) on Registration of the Documents may be created before or after the date of Registration of the Documents by another plan; and
- (b) under this contract may be created by Registration of a deposited plan.

The provisions of clause 41 apply to that plan or deposited plan with all necessary changes.

#### 40.6 **Disclosure regarding sewer**

The vendor discloses that the position of Queanbeyan-Palerang Regional Council's sewer on the land at the time of completion may not be as shown in the sewerage service diagrams which are attached to this contract.

#### 40.7 **Service Providers**

The vendor discloses that:

- (a) arrangements with service providers for the provision of Services to the Development Site may not have been concluded as at the contract date;

- (b) the vendor intends to enter into arrangements with service providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits;
- (c) the vendor may be required to enter into arrangements with service providers for the provision of Services to the Development Site or assume obligations under agreements in relation to those arrangements (between the vendor and service providers); and
- (d) it may be necessary to make changes to the Draft Instruments to meet the requirements of any Consent Authority, service providers or authorities.

#### 40.8 Address of property

The vendor discloses that:

- (a) the address of the property at completion may be different from the address of the property shown in this contract; and
- (b) the lot number may not be identical to the lot number for the property shown in this contract.

#### 40.9 No claims etc

The purchaser cannot make any claim or requisition or rescind or terminate because of any matter stated in this clause 40.

## 41. Change of Documents

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- 41.1 The vendor intends to have the Documents registered before Completion.
- 41.2 At any time before the vendor serves the Conditions Precedent Notice(s), the vendor may:
  - (a) change the Disclosure Statement;
  - (b) remove a document or plan from registration (**Unnecessary Document**);
  - (c) replace a document or plan (**Replaced Document**) with another document or plan (**Replacement Document**); or
  - (d) add a document or plan which relates to a matter in this contract, including, but not limited to any documents in relation to the Strata Plan (**New Document**).
- 41.3 If the vendor serves a notice in accordance with clause 41.2, the purchaser may rescind this contract in accordance with section 66ZQ of the Act.
- 41.4 If a notice of rescission is not served by the purchaser in accordance with section 66ZQ of the Act, the change to the Documents or the Disclosure Statement is taken to be amended to in accordance with clause 41.2.

- 41.5 Subject to the Act, if there is any disagreement in connection with clause 41, either the vendor or the purchaser may within 10 business days after Completion refer the disagreement to an Expert.

## 42. Notations on certificates of title

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The purchaser is aware that:

- (a) the notations in or to the effect of those in Schedule 2 may be endorsed on the certificate of title issued or to be issued in respect of the property;
- (b) the purchaser cannot make a claim or requisition or rescind or terminate in respect of the existence of:
  - (i) the notations in or to the effect of those in Schedule 2; or
  - (ii) any matter disclosed or noted in this contract which may be noted on those certificates of title.

## 43. Restricted Matters

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- 43.1 The vendor may decide any Restricted Matters and agrees that it will not exercise its rights in relation to any Restricted Matters which unreasonably adversely affects the purchaser.

43.2 The purchaser must:

- (a) consent to any plan or dealing which is required to give effect to the Restricted Matters;
- (b) not lodge an application with an adjudicator or commence proceedings in any court of competent jurisdiction or institute any dispute resolution procedure which would prevent, curtail or inhibit the Restricted Matters;
- (c) not request or procure any person including any enrolled mortgagee to lodge an application with an adjudicator or commence proceedings in any court of competent jurisdiction which would prevent, curtail or inhibit the Restricted Matters;
- (d) procure any transferee of the property from the purchaser to acknowledge the matters disclosed in this contract including this clause and to enter into an agreement with the vendor in the form of this clause before the transfer takes effect;
- (e) use all reasonable endeavours to ensure any enrolled mortgagee of the property complies with this clause 43; and
- (f) to do all things reasonably required by the vendor to give effect to the restricted matters,

43.3 The purchaser consents to:

- (a) the vendor doing anything it is permitted or required to do under this contract;
- (b) the vendor obtaining any order from an adjudicator or a court, in connection with a restricted matter; and
- (c) the vendor giving any notice for an application for an order referred to in clause 43.3(b) to the purchaser's solicitor named in this contract.

43.4 The purchaser for valuable consideration irrevocably appoints the vendor, and each person nominated by the vendor, as the purchaser's attorney to provide any consent under clause 43.3.

This clause ceases to apply five years after the date of Registration of the Documents.

## 44. Acknowledgements by the purchaser

---

44.1 This contract contains the entire agreement between the purchaser and the vendor at the contract date despite any:

- (a) negotiations or discussions held; or
- (b) documents or brochures produced or signed; or
- (c) website images made available before the contract date.

44.2 The purchaser has not, in entering into this contract, relied on any warranty or representation made by or any other conduct of:

- (a) the vendor or
- (b) any person on behalf of the vendor,

except those expressly provided in this contract or in legislation.

44.3 The purchaser is relying entirely upon the purchaser's own enquiries relating to:

- (a) the fitness or suitability for any particular purpose of the property;
- (b) the purchaser's obligations and rights under this contract; and
- (c) any financial return, income and investment advice despite:
  - (i) any forecasts or feasibilities; and
  - (ii) information relating directly or indirectly to the purchase of the property by the purchaser as an investment on any basis whatsoever,

provided to the purchaser by or on behalf of the vendor.

## 45. Death, incapacity or insolvency

---

45.1 The vendor may rescind this contract, if the purchaser is an individual who:



- (a) dies; or
- (b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.

45.2 The vendor may terminate this contract if the purchaser:

- (a) is an individual who:
  - (i) is bankrupt;
  - (ii) has a receiver, receiver and manager or administrator appointed to it or to any of its assets;
  - (iii) makes an assignment for the benefit of, or enters into an arrangement or composition with, its creditors; or
  - (iv) stops payment of, or is unable to pay, its debts within the meaning of the *Corporations Act 2001* (Cth); or
- (b) is a company, which:
  - (i) resolves to go into liquidation;
  - (ii) has a petition for its winding-up presented and not withdrawn within 30 days of presentation;
  - (iii) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* (Cth) or similar legislation; or
  - (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

45.3 If anything in clause 45.2 occurs, then the purchaser has failed to comply with an essential provision of this contract.

45.4 The vendor may rescind or terminate this contract under this clause 45, without affecting any of its other rights.

## 46. Agent

---

46.1 The purchaser warrants that the purchaser was not introduced to the vendor or to the property by or through the medium of:

- (a) a real estate agent; or
- (b) an employee of a real estate agent; or
- (c) a person having a connection with a real estate agent;

other than the vendor's agent (if any).

46.2 The purchaser must at all times indemnify the vendor from and against:

- (a) any claim for commission made by any person other than the vendor's agent arising out of a breach of the warranty in clause 46.1; and
- (b) all actions, proceedings and expenses arising out of any such claim.

## 47. Lodgement of caveat

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- 47.1 The purchaser or an assignee of the purchaser (or a person claiming through the purchaser or an assignee) must not at any time before Registration of the Documents lodge a caveat for notation on any certificate of title comprising any part of the land.
- 47.2 The purchaser for valuable consideration irrevocably appoints the vendor, and each person nominated by the vendor, as the purchaser's attorney to withdraw any caveat lodged on any certificate of title comprising any part of the land in the Development Site in contravention of this clause.

## 48. Existing encumbrances

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- 48.1 If at completion there is noted on any certificate of title for the property a mortgage or caveat (other than a caveat to which clause 48.2 applies) the purchaser must on completion accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property.
- 48.2 If at completion there is noted on any certificate of title for the property a caveat lodged by or on behalf of:
  - (a) the purchaser;
  - (b) any assignee of the purchaser's interest under this contract; or
  - (c) any person claiming through or under the purchaser,the purchaser must complete despite the notation of that caveat.

## 49. Requisitions

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- 49.1 The purchaser acknowledges and agrees that the purchaser are not permitted to make or otherwise raise requisitions.

## 50. Council rates

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If at completion no separate assessment for council rates for the property or for the parcel for the year current at completion has been issued then:

- (a) no regard is to be had to the actual assessment when it issues;

- (b) the purchaser agrees to accept \$2,800.00 per annum as the amount payable for council rates for the property for the year current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with clause 14; and
- (c) the vendor must pay any assessment of council rates which may be issued for the property or the parcel for the year current at completion when such assessment is issued.

## 51. Prohibited Entity

---

51.1 Each of the purchaser and the guarantor represents and warrants to the vendor that:

- (a) it is not a Prohibited Entity;
- (b) it is not owned or controlled by, and does not act on behalf of, a Prohibited Entity;
- (c) no person who has any direct or indirect interest in the purchaser, including stockholders, members, partners and other investors, is a Prohibited Entity;
- (d) no Prohibited Entity obtains a legal or equitable interest in the property because the purchaser enters into or completes this contract; and
- (e) it is in material compliance with all laws relating to Prohibited Entities including Part 4 of the *Charter of the United Nations Act 1945 (Cth)* and part 5.3 of the *Criminal Code Act 1995 (Cth)*.

51.2 The representations and warranties in this clause 51 are taken also to be made on completion.

## 52. GST

---

52.1 In this clause 52:

- (a) GST Law has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
- (b) expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning.

52.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this contract are inclusive of GST.

## 53. Guarantee

---

53.1 In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor:

- (a) guarantees to the vendor:
  - (i) payment of all moneys payable by the purchaser; and
  - (ii) the performance by the purchaser of all other obligations under this contract; and
- (b) indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

53.2 This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.

53.3 The liabilities of a guarantor are not affected by:

- (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
- (b) the death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them;
- (c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person;
- (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- (e) the vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.

53.4 This guarantee and indemnity will continue notwithstanding:

- (a) the vendor has exercised any of the vendor's rights under this contract including any right of termination;
- (b) the purchaser is wound up; or
- (c) this guarantee and indemnity is for any reason unenforceable either in whole or in part.

53.5 This guarantee and indemnity:

- (a) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
- (b) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
- (c) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by

this contract including any interest, costs or charges payable to the vendor under this contract.

- 53.6 If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:
- (a) that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
  - (b) the vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- 53.7 The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.
- 53.8 It is an essential term of this contract that the guarantor signs this contract.

## 54. Bank guarantee

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- 54.1 Instead of paying the deposit under clause 2.1 the purchaser may give a Bank Guarantee to the vendor on the contract date or such later date (if any) set out in this contract. The Bank Guarantee must be in a form acceptable to the vendor (acting reasonably) from an Australian trading bank.
- 54.2 The purchaser must pay the vendor by unendorsed bank cheque the amount specified in the Bank Guarantee:
- (a) on completion; or
  - (b) within five days after the vendor serves notice claiming forfeiture of the deposit.
- 54.3 The vendor may call on the Bank Guarantee if:
- (a) the purchaser does not comply with clause 54.2; or
  - (b) the vendor is entitled to terminate this contract.
- 54.4 If the Bank Guarantee (including any replacement bank guarantee given under this clause) has an expiry date, the purchaser must, if completion for any reason has not taken place at least one month before that expiry date, give to the vendor, no later than fourteen (14) days before that expiry date, a replacement bank guarantee on the same terms and conditions as the original Bank Guarantee except that the bank guarantee must expire at least one year after that expiry date.
- 54.5 The obligations of the purchaser under this clause 54 are essential.

## 55. Trustee provisions

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If the purchaser enters into this contract as trustee of any trust (**Trust**) (and whether or not the vendor has notice of the Trust) the purchaser:

- (a) acknowledges that it is bound under this contract both personally and in its capacity as trustee of the Trust;
- (b) warrants to the vendor that:
  - (i) the Trust is validly created and is in existence;
  - (ii) it will disclose fully to the vendor the terms of the Trust on request;
  - (iii) it possesses unqualified power under the trust to enter into this contract;
  - (iv) any consent, approval or resolution necessary to enable it to enter and discharge its obligations under this contract has been obtained or passed;
  - (v) it holds its interest under this contract:
    - (A) in the proper exercise of its powers under the Trust; and
    - (B) for the benefit of the beneficiaries or objects of the Trust;
- (c) must ensure that between the contract date and the final discharge if its obligations under this contract there does not occur without the vendor's consent (that consent not to be unreasonably withheld) any of the following events:
  - (i) amendment or revocation of the Trust;
  - (ii) removal or retirement of the Trust;
  - (iii) appointment of a new or additional trustee of the Trust;
  - (iv) use of the Trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the Trust;
  - (v) distribution, resettlement or transfer of the Trust assets;
  - (vi) anything that might result in the trustee's entitlement to its indemnity from the Trust assets or the beneficiaries being diminished;
  - (vii) acceleration of the vesting date or termination of the Trust; or
  - (viii) the purchaser as trustee:
    - (ix) incurring a debt;
    - (x) lending money;
    - (xi) giving a guarantee or indemnity;

- (xii) encumbering a Trust asset;
  - (xiii) mixing Trust assets;
  - (xiv) comprising a claim in relation to any Trust asset;
  - (xv) parting with possession of a Trust asset;
  - (xvi) delegating any of its trustee's powers; or
  - (xvii) increasing its trustee remuneration
- other than in the proper exercise of its duties under the Trust.

## 56. FIRB Approval

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- (a) Subject to clause 56(b), the purchaser warrants to the vendor:
  - (i) it is not a Foreign Person; and
  - (ii) the Treasurer cannot prohibit and has not prohibited the transfer of the property to the purchaser under the *Foreign Acquisitions and Takeover Act 1975*.
- (b) If the purchaser is a Foreign Person, on or before the date of the contract (or another date nominated by the vendor), the purchaser must:
  - (i) inform the vendor of that fact; and
  - (ii) make an application to the Treasurer for approval for the transfer of the property to the purchaser under the *Foreign Acquisitions and Takeover Act 1975* and to keep the vendor informed of the progress of the application.
- (c) If the purchaser is unable to obtain the approval of the Treasurer within forty-two (42) days from the date of this contract, either party may rescind this contract by notice in writing to the other by no later than the date being forty-nine (49) days from the date of this contract and in which case clause 19 will apply. Time is of the essence in respect of either party's right to rescind under this clause.
- (d) The purchaser agrees its promise in clauses 56(a) or 56(b), as applicable, is an essential term of this contract a breach of which will entitle the vendor to terminate this contract.

## 57. Transfer of Property from vendor to New Vendor

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- (a) The purchaser acknowledges that the vendor may transfer its interest in the property to a third party (New Vendor) prior to completion and the vendor agrees to pay any duties or taxes arising from the transfer to the New Vendor.

- (b) The vendor must serve notice if the vendor transfers the property to a New Vendor within seven (7) days of the transfer. In the notice, the vendor must provide details of the New Vendor.
- (c) The purchaser and the guarantors each agree:
  - (i) to the transfer of the property to a New Vendor according to this clause 57; and
  - (ii) to the vendor novating this contract to a New Vendor; and
  - (iii) to accept on completion a transfer of the property in registrable form duly executed by the New Vendor (if the vendor transfer or novates this contract to that New Vendor according to this clause 57); and
  - (iv) if the purchaser has paid the deposit by bank guarantee or bond, to replace the bank guarantee or bond with a new bank guarantee or bond for the same amount in favour of the New Vendor within seven days after being requested to do so by the vendor.
  - (v) to execute any required documentation within fourteen (14) days of receipt from the vendor. In the event that the purchaser does not comply with this clause 57(c), the purchaser irrevocably appoints the vendor as its attorney to execute the required document.

## 58. Purchaser's Obligation

---

The purchaser must not use the dwelling constructed on the property after completion as an exhibition home without the vendor's consent which may be withheld at the vendor's absolute discretion.

## 59. Broadband

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- 59.1 The vendor, in its absolute discretion, may enter into an agreement with a supplier for the provision by the supplier to install, own, control and operate broadband fibre optic cable system for data transfer and telecommunication purposes (**System**) to the boundary of the property. The purchaser:
- (a) must make its own enquiries with regard to the System;
  - (b) is not under any obligation to take any of the services offered by the supplier in connection with the System.
- 59.2 The vendor may grant an agreement to the supplier and other suppliers in connection with the System.
- 59.3 No information, representation or warranty made by the vendor or the vendor's agent was supplied or made in connection with the System and the Systems performance.



## 60. Fencing

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The vendor is not required to contribute to the cost of fencing the property, even though the vendor may own land adjoining the property.

## 61. Property affected by fill

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- 61.1 The purchaser acknowledges that the property may have been subject to grading and benching as shown in the Grading and Fill Plan as part of subdivision earthworks.
- 61.2 If any fill has been placed on the property by the vendor then the vendor warrants that any such fill has been compacted to a standard which meets the compaction requirements of the Council.
- 61.3 The purchaser is not entitled to and must not make any requisition or claim for compensation in relation to or rescind, terminate or delay completion of this contract because of any fill which may have been placed on the property.
- 61.4 This clause 61 will not merge upon completion.

## 62. Bushfire Construction Requirements

---

- 62.1 The vendor discloses and the purchaser acknowledges that the purchaser is aware that the property:
- (a) is bushfire prone land as stated in the section 10.7(2&5) certificate (Environmental Planning and Assessment Act 1979) attached to this contract; and
  - (b) is subject to development restrictions as set out in the Draft Instrument attached to this contract.
- 62.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any matter set out in this clause 62.
- 62.3 This clause 62 does not merge on completion.

## 63. Planning Agreement

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- 63.1 The vendor discloses and the purchaser acknowledges and agrees that:
- (a) The Planning Agreement (AR764573) is registered on title and encumbers the Development Site;
  - (b) the purchaser will not be required to comply with any of the obligations set out in the Planning Agreement; and

- (c) the notation of the Planning Agreement on the title of the property will be removed by the vendor by completion.

63.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any matter set out in this clause 63.

## 64. Noise Mitigation

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64.1 The vendor discloses and the purchaser acknowledges that it is aware that despite:

- (a) the absence of any notification in the section 10.7(2) certificate (Environmental Planning and Assessment Act 1979) attached to this contract or the section 10.7(5) information included in that certificate; and
- (b) that the property may not be shown as adversely affected by road noise in accordance with clause 102 of the State Environmental Planning Policy (Infrastructure) 2007,

Council may determine that the property is subject to noise mitigation construction measures. This will be assessed by Council as part of any development application for residential accommodation and to consider the requirements of clause 102 of the State Environmental Planning Policy (Infrastructure) 2007. Council may impose a development condition which requires appropriate measures are taken to ensure that specific LAeq levels are not exceeded.

64.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any matter set out in this clause 64.

64.3 This clause 64 does not merge on completion.

## 65. Personal Information

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65.1 The purchaser is aware that the vendor will obtain Personal Information about the purchaser and their associates during the course of the transaction the subject of this contract.

65.2 The purchaser agrees that the vendor may retain, use and disclose such Personal Information to any Related Body Corporate of the vendor and to third parties where such disclosure is in connection with the conduct of the vendor's business.

65.3 A copy of the vendor's privacy policy is available on its website [www.peet.com.au/privacy-policy](http://www.peet.com.au/privacy-policy).

65.4 The purchaser consents to the use of Personal Information by the vendor as contemplated by this clause 65.

## 66. GST Withholding

---

- 66.1 In this clause 66, words or expressions that are defined or used in the:
- (a) Withholding Law have the same meaning given to them in the Withholding Law;
  - (b) GST Act have the same meaning given to them in the GST Act,
- Unless the context suggests otherwise.
- 66.2 This clause 66 applies if this contract states Purchaser is required to make a GSTRW Payment (residential withholding payment).
- 66.3 In this clause, terms and expressions which have a defined meaning in the GST Act have the same meaning as in the GST Act.
- 66.4 Any reference to a party includes the representative member of a GST group of which that party is a member.
- 66.5 Unless the contrary intention appears:
- (a) **ATO** means the Australian Taxation Office.
  - (b) **Bank Cheque** means a bank cheque made payable to the Commissioner of Taxation.
  - (c) **Lodgement References** means both the lodgement reference number and payment reference number issued by the ATO following lodgement of Form 1.
  - (d) **Form 1** means a notification made to the ATO, in the approved form, advising that the Purchaser is required to make a Withholding Payment (currently known as the "GST property settlement withholding notification" form).
  - (e) **Form 2** means a notification made to the ATO, in the approved form, advising that the sale has completed (currently known as the "GST property settlement date confirmation" form).
  - (f) **Notice** means a written notice that complies with section 14-255 in Schedule 1 of the Withholding Law and the associated regulations (if any).
  - (g) **PEXA** means Property Exchange Australia Ltd, being an electronic lodgement network operator.
  - (h) **Withholding Date** means the earliest date on which any part of the consideration (other than the deposit, if any) is to be paid or provided under this contract.
  - (i) **Withholding Law** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).
  - (j) **Withholding Payment** means a payment required under section 14-250 in Schedule 1 of the Withholding Law, including any payments made through the provision of a Bank Cheque to the Vendor or Vendor's solicitor.

- 66.6 The Purchaser will not breach this contract if any amounts of monetary consideration otherwise payable to the Vendor are reduced on account of the Purchaser making a Withholding Payment.
- 66.7 The Purchaser must at least 14 days prior to the Withholding Date:
- (a) lodge Form 1; and
  - (b) provide the Vendor with written evidence of such lodgement, together with the Lodgement References.
- 66.8 If the Withholding Date is the date of Completion, the parties agree that the Purchaser must make the Withholding Payment to the ATO on Completion via PEXA.
- 66.9 If the Withholding Date is earlier than the date of Completion, the parties agree:
- (a) the Purchaser must provide to the Vendor's solicitor acting as their agent with a Bank Cheque for the amount of the Withholding Payment at the same time that the first part of the consideration (other than the deposit, if any) is to be paid or provided; and
  - (b) the Vendor's solicitor must provide a letter of confirmation to the Purchaser for the Bank Cheque at that time.
- 66.10 If the Purchaser provides a Bank Cheque to the Vendor's solicitor in accordance with this clause 66, the Vendor or the Vendor's solicitor must pay that Bank Cheque to the ATO on the Purchaser's behalf within 7 days of receipt.
- 66.11 Immediately after Completion and in any event, by no later than 2 business days thereafter, the Purchaser must:
- (a) lodge Form 2; and
  - (b) provide to the Vendor's solicitor with written evidence of such lodgement.
- 66.12 If the Purchaser fails to lodge Form 2 within the time required by clause 66.11, then the Purchaser hereby irrevocably authorises the Vendor or the Vendor's solicitor to act as the Purchaser's agent to complete and lodge Form 2 on the Purchaser's behalf. If the Vendor's solicitor lodges Form 2 on behalf of the Purchaser, the Purchaser shall pay on demand the Vendor's legal fees in the sum of \$220.00 (including GST).
- 66.13 This clause does not merge on Completion.
- 66.14 Except as expressly set out in this clause 66, the rights and obligations of the parties under this contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.
- 66.15 If the Property qualifies as potential residential land and:
- (a) the Purchaser is registered (within the meaning of the GST Act) and
  - (b) the Purchaser acquires the Property for a creditable purpose,
- then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 business days before the date of Completion.

## 67. Electronic Signing, Exchange and Completion

---

- 67.1 The parties acknowledge and agree that this contract may be delivered, signed and exchanged electronically.
- 67.2 The parties acknowledge and agree that this is an Electronic Completion.
- 67.3 The parties agree that the Electronic Completion will be conducted in an Electronic Workspace created by the Vendor.
- 67.4 The Vendor must create an Electronic Workspace in relation to this transaction and must invite the Purchaser within a reasonable period prior to the Completion Date.
- 67.5 As soon as reasonably practicable after accepting an invitation from the Vendor to join the Electronic Workspace, the Purchaser must invite the Financial Institution (if any), who is to provide finance to the Purchaser in relation to its purchase of the Property, to join the Electronic Workspace.
- 67.6 Each party must:
- (a) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and
  - (b) do all things required to be done by the party in the Electronic Workspace to effect Electronic Settlement in accordance with this contract.
- 67.7 A party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.
- 67.8 In the event that the purchaser changes its Representative, the purchaser must:
- (a) ensure that the Purchaser's Representative immediately withdraws from the Electronic Workspace;
  - (b) provide the Vendor with the contact details for the Purchaser's replacement Representative; and
  - (c) ensure that the Purchaser's replacement Representative joins the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.
- 67.9 Without limiting clause 67.6, the Vendor is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of clause 67.8.
- 67.10 The Vendor must nominate the Completion Time:
- (a) if the Property is a lot in a registered plan, as soon as reasonably practicable after the Vendor has created the Electronic Workspace; or
  - (b) if the Property is a lot in an unregistered plan, as soon as reasonably practicable after the title for the Property has been created.

- 67.11 If the parties cannot agree on the Completion Time, the Completion Time to be nominated in the Electronic Workspace is 12.00pm.
- 67.12 A party may not exercise any right under this contract or at law to terminate this contract during the period of time the Electronic Workspace is locked for Electronic Completion.
- 67.13 In respect of an Electronic Completion:
- (a) the Purchaser is taken to have complied with clause 4.1 of the Standard Form by preparing and Digitally Signing an electronic transfer in the Electronic Workspace at least 7 days before the Completion Date;
  - (b) the Vendor is taken to have complied with clause 16.1 of the Standard Form if, at settlement, the Electronic Workspace contains:
  - (c) the electronic transfer which has been Digitally Signed by the Vendor; and
  - (d) any other electronic document which is required to be provided by the Vendor for the electronic lodgement of the transfer in the NSW Land Registry Services;
  - (b) clauses 16.5, 16.8, 16.11, 16.12 and 16.13 do not apply; and
  - (c) if there is any Access Device, the Purchaser may collect the Access Device from the Vendor or the Vendor's Representative (as applicable) after Completion.
- 67.14 The Purchaser acknowledges and agrees that the Vendor is not required to provide the Purchaser with the original certificate of title for the Property.
- 67.15 Completion occurs when the Electronic Workspace records that Financial Completion has occurred.
- 67.16 If Completion does not occur at the Completion Time, the parties must do all things reasonably necessary to effect Completion electronically on the same day or on the next business day.
- 67.17 No party is in default under this contract, if Completion does not occur at the Completion Time because a computer system operated by the NSW Land Registry Services, PEXA, the Office of State Revenue, the Reserve Bank of Australia or a Bank involved in the transaction is inoperative.
- 67.18 In the event that the computer system operated by the NSW Land Registry Services is inoperative at the Completion Time, the parties agree to proceed to Financial Completion notwithstanding the unavailability of electronic lodgement with the NSW Land Registry Services.
- 67.19 Each party must pay its own fees and charges in connection with the Electronic Completion including any fees and charges payable to PEXA or the NSW Land Registry Services.
- 67.20 To the extent there is any inconsistency between this clause 67, the Standard Form and any other clause of this contract, this clause 66 prevails over the Standard Form and any other clause to the extent of the inconsistency.
- 67.21 In this clause 67

Access Device means:

- (a) each key and security device which enables access to the Property; and
- (b) written details of each code which applies in respect to any security system applicable to or which enables access to the Property.

**Completion Time** means the time of day on the Completion Date when the Electronic Completion is to occur, as nominated in accordance with clause 67.9 or otherwise agreed by the parties.

**Conveyancing Transactions** has the meaning given to it in the ECNL.

**Digitally Sign** has the meaning given to it in the ECNL.

**ECNL** means the Electronic Conveyancing National Law (NSW) as enacted in New South Wales by the *Electronic Conveyancing (Adoption of National Law) Act 2012* (NSW).

**Electronic Completion** means a settlement which is conducted using an ELN in accordance with the ECNL.

**Electronic Workspace** means a shared electronic workspace generated by the ELN.

**ELN** has the same meaning given to it in the ECNL.

**Financial Institution** means a financial institution as defined in section 3 of the *Cheques Act 1986* (Cth).

**Financial Completion** means the exchange of funds or value between the Financial Institutions in accordance with the instructions of the parties.

**Participation Rules** means the rules relating to the use of an ELN as determined by the registrar general under the *Real Property Act 1900* (NSW) pursuant to section 23 of the ECNL.

**PEXA** means Property Exchange Australia Ltd, being an electronic lodgement network operator.

**Representative** means a person who is either a legal practitioner or conveyancer and who has been appointed to act for a party in relation to transaction contemplated by this contract.

## 68. Foreign Resident Capital Gains Withholding

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### 68.1 Definitions and interpretation

In this clause 68:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Tax Act have the same meaning in this clause 68 unless the context otherwise requires;
- (b) a reference to a section of the Tax Act is a reference to a section of Schedule 1 in the Tax Act unless otherwise expressed;
- (c) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Tax Act;

- (d) **Commissioner** means the Commissioner of Taxation;
- (e) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and
- (f) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Tax Act or an amount varied under section 14-235 of the Tax Act.

#### 68.2 Application

This clause 68 applies if the purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Tax Act.

#### 68.3 Vendor's status

The Vendor is a foreign resident for the purposes of this clause 68 unless the Vendor gives the purchaser a Clearance Certificate before Completion. The specified period in the Clearance Certificate must include the actual date of Completion.

#### 68.4 Vendor's obligation

The Vendor must provide the Purchaser with the following items:

- (a) all necessary information that the Purchaser requires in order to comply with the Purchaser's obligation to pay the Withholding Amount under section 14-200 of the Tax Act. This information must be provided to the Purchaser within 5 business days after receiving a request from the Purchaser. For this purpose, the Vendor warrants that the information the Vendor provides is true and correct; and
- (b) any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Tax Act before Completion.

#### 68.5 Withholding amount

- (a) If the Vendor fails to provide a Clearance Certificate to the Purchaser before Completion, the Purchaser is irrevocably authorised to deduct the Withholding Amount from the balance of the price payable to the Vendor at Completion (**Balance Payable**).
- (b) If the Balance Payable at Completion is less than the Withholding Amount, the Vendor must pay the difference to the Purchaser at Completion.

#### 68.6 Purchaser's obligations

- (a) The Purchaser must:
  - (i) engage a Representative to conduct all the legal aspects of Completion, including the performance of the purchaser's obligations in this clause 68;
  - (ii) as soon as reasonably practicable after Completion, procure its Representative to:



- (A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this clause 68;
- (B) promptly provide the Vendor with proof of payment; and
- (C) otherwise comply, or ensure compliance, with this clause 68, despite:
  - (D) any contrary instructions, other than from both the Purchaser and the Vendor in writing; and
  - (E) any other provision in this contract to the contrary.
- (b) The Representative will be taken to have complied with its obligations in clause 68.6(a) if in the case of Completion being conducted through the electronic conveyancing system:
  - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this contract.

#### 68.7 Penalties

The Purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the Vendor failing to pay the Purchaser the amount of any difference as required under clause 68.5 .

## 69. Deposit by Instalments

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- 69.1 The purchaser must pay the full 10% Deposit and the vendor's right to receive that full 10% Deposit accrues on the contract date. However, the vendor will accept payment in two instalments which the purchaser must pay as follows:
- (a) as to the first instalment being \$40,000.00 (**the first instalment**), on or before the date of this contract; and
  - (b) as to the second instalment being the balance of the 10% Deposit (**the second instalment**), on completion, time being of the essence.
- 69.2 If the second instalment of the Deposit is not paid in accordance with clause 69.1(b), the vendor may terminate this contract at any time while the second instalment has not been paid in full.
- 69.3 It is an essential term of this contract that the second instalment of the 10% Deposit is paid in accordance with this clause.
- 69.4 If the vendor terminates this contract pursuant to this clause, the vendor may retain any part of the 10% Deposit paid as at the date of termination and the vendor may recover any of the Deposit unpaid by the purchaser at the date of termination up to an amount of 10% of the purchase price, as a liquidated claim in a court of appropriate jurisdiction.
- 69.5 This clause does not limit any other rights or remedies the vendor may have either at law, in equity or under this contract.

## Schedule 1      Registration Sunset Date (clause 37)

31 March 2025

## Schedule 2      Notations on Certificates of Title (clause 42)

1.      Those easements, restrictions as to user, covenants, substation leases, and other encumbrances contemplated by this contract to be created.

## Schedule 3 Subdivision Plan and Draft Instrument

MGA



NOTES:  
 ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY,  
 COUNCIL APPROVAL AND FINAL DESIGN  
 ALL EASEMENTS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL  
 APPROVAL AND FINAL DESIGN  
 (E) DENOTES RESTRICTION ON USE OF LAND  
 (F) DENOTES RESTRICTION ON USE OF LAND

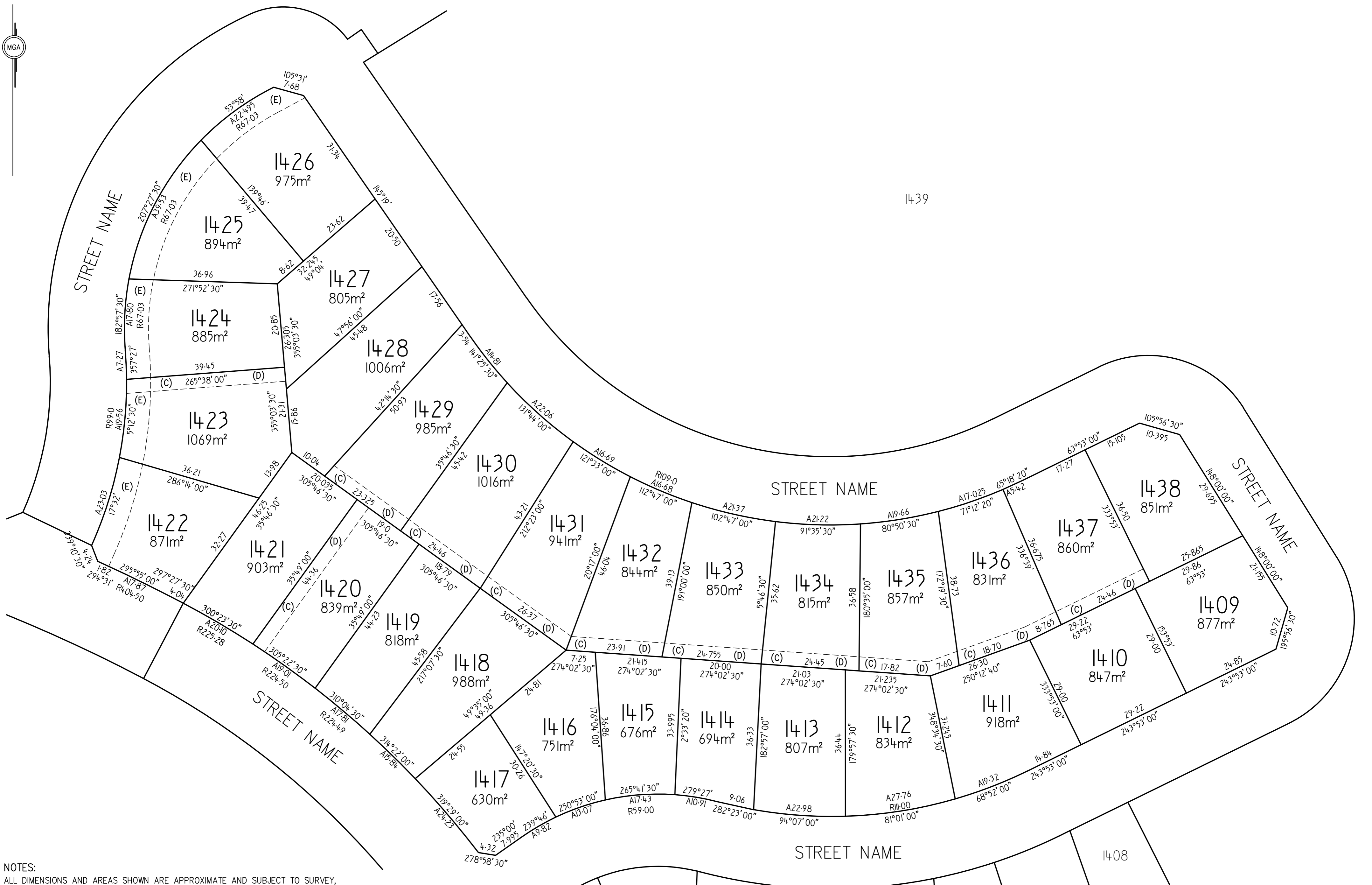
Surveyor: MATTHEW DEAN STEVENSON  
 Revision Date: 31/01/2022  
 Surveyor's Ref: 18116

PLAN OF  
 SUBDIVISION OF STAGE 2B RESIDUE

LGA: QUEANBEYAN-PALERANG REGIONAL  
 Locality: GREENLEIGH  
 Reduction Ratio 1:3500  
 Lengths are in metres

Registered

STAGE 3A



NOTES:  
 ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN  
 ALL EASEMENTS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN  
 (C) DENOTES EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE  
 (D) DENOTES EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE  
 (E) DENOTES RESTRICTION ON USE OF LAND

Surveyor: MATTHEW DEAN STEVENSON Revision Date: 31/01/2022 Surveyor's Ref: 18116	<b>PLAN OF</b> <b>SUBDIVISION OF STAGE 2B RESIDUE</b>	LGA: QUEANBEYAN-PALERANG REGIONAL Locality: GREENLEIGH Reduction Ratio 1:600 Lengths are in metres	Registered	<b>STAGE 3A</b>
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NOTES:  
 ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN  
 ALL EASEMENTS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN  
 (E) DENOTES RESTRICTION ON USE OF LAND

Surveyor: MATTHEW DEAN STEVENSON Revision Date: 31/01/2022 Surveyor's Ref: 18116	PLAN OF SUBDIVISION OF STAGE 2B RESIDUE	LGA: QUEANBEYAN-PALERANG REGIONAL Locality: GREENLEIGH Reduction Ratio 1:600 Lengths are in metres	Registered	STAGE 3A
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**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 1 of 9

Plan:

Plan of Subdivision of Stage 2B Residue

Subdivision No:

Date:

Full name and address of proprietors of the land:

Peet Jumping Creek Pty Ltd,  
200 St Georges Terrace,  
Perth,  
WA 6000

**PART 1 – CREATION**

Number of item shown in the intention panel on the plan:	Identity of easement, restrictive covenant or positive covenant to be created and referred to in the plan:	Burdened Lot(s) or parcel(s):	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for drainage of water (3.5 wide)	1423  1429  1437  1436  1435  1434  1433  1432  1431	1427 Queanbeyan-Palerang Regional Council  1428, 1430-1438 Queanbeyan-Palerang Regional Council  1438 Queanbeyan-Palerang Regional Council  1437, 1438 Queanbeyan-Palerang Regional Council  1436-1438 Queanbeyan-Palerang Regional Council  1435-1438 Queanbeyan-Palerang Regional Council  1434-1438 Queanbeyan-Palerang Regional Council  1433-1438 Queanbeyan-Palerang Regional Council  1432-1438 Queanbeyan-Palerang Regional Council

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 2 of 9

Plan:

Plan of Subdivision of Stage 2B Residue

Subdivision No:

Date:

		1430	1431-1438 Queanbeyan-Palerang Regional Council
		1420	1428-1438 Queanbeyan-Palerang Regional Council
2.	Easement for drainage of sewage (3.5 wide)	1423	1427 Queanbeyan-Palerang Regional Council
		1429	1428, 1430-1438 Queanbeyan-Palerang Regional Council
		1437	1438 Queanbeyan-Palerang Regional Council
		1436	1437, 1438 Queanbeyan-Palerang Regional Council
		1435	1436-1438 Queanbeyan-Palerang Regional Council
		1434	1435-1438 Queanbeyan-Palerang Regional Council
		1433	1434-1438 Queanbeyan-Palerang Regional Council
		1432	1433-1438 Queanbeyan-Palerang Regional Council
		1431	1432-1438 Queanbeyan-Palerang Regional Council
		1430	1431-1438 Queanbeyan-Palerang Regional Council

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 3 of 9

Plan:

Plan of Subdivision of Stage 2B Residue

Subdivision No:

Date:

		1420	1428-1438 Queanbeyan-Palerang Regional Council
3.	Restriction on use of land	1408, 1422-1426	Queanbeyan-Palerang Regional Council
4.	Restriction on use of land	1401-1439	Queanbeyan-Palerang Regional Council
5.	Restriction on use of land	1401-1439	Queanbeyan-Palerang Regional Council

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 4 of 9

Plan:

Plan of Subdivision of Stage 2B Residue

Subdivision No:

Date:

**PART 1A - RELEASE**

<b>Number of item shown in the intention panel on the plan:</b>	<b>Identity of easement, restrictive covenant or positive covenant to be created and referred to in the plan:</b>	<b>Burdened Lot(s) or parcel(s):</b>	<b>Benefited Lot(s), road(s), bodies or Prescribed Authorities</b>
1.	Easement for drainage of water (3.5 wide) (Stage 1 DP)	1112, 1117, 1120 Stage 1 DP	1401-1439, public roads
2.	Easement for drainage of sewage (3.5 wide) (Stage 1 DP)	1112, 1117, 1120 Stage 1 DP	1401-1439, public roads

# INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 5 of 9

Plan:

Plan of Subdivision of Stage 2B Residue

Subdivision No:

Date:

## PART 2 - TERMS

---

### 1. Interpretation

#### 1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

**Authority** means any government or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

**Asset Protection Zone** is outlined within section 3.2 and Appendix 4 of 'Planning for Bush Fire Protection 2019' and NSW Rural Fire Service's document "Standards for asset protection zones."

**Council** means the Queanbeyan-Palerang Regional Council.

**Cost** means any:

- (a) duty, liability or obligation to any person;
- (b) cost or expense;
- (c) loss or damage; and
- (d) claim, proceeding, demand, notice, order or other requirement.

**Dwelling** means a dwelling, home or any habitable structure.

**Grantee** means the owner or mortgagee in possession of the Lot Benefited.

**Grantor** means the owner or mortgagee in possession of a Lot Burdened.

**Instrument** means this instrument under section 88B of the *Conveyancing Act 1919* and includes the Plan.

**Lot Benefited** means a Lot Benefited by an easement, positive covenant or restriction on use in this Instrument.

**Lot Burdened** means a Lot Burdened by an easement, positive covenant or restriction on use in this Instrument.

**Plan** means the plan to which this Instrument relates.

#### 1.2 References to certain terms

Unless a contrary intention appears, a reference in this Instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(singular includes plural)** the singular includes the plural and vice versa; and
- (c) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

# INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 6 of 9

Plan:

Plan of Subdivision of Stage 2B Residue

Subdivision No:

Date:

---

## 2. Easements are covenants and agreements between Grantees and Grantors

### 2.1 Run with Land

The conditions, covenants and restrictions, including in this clause 2, in each of the easements, positive covenants and restrictions on use in this Instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the Lot Benefited and the Lot Burdened.

### 2.2 Ancillary Rights

The Grantee of an easement set out in this Instrument may exercise, subject to the specific terms of that easement, all other ancillary rights and obligation reasonably necessary for the effective application of an easement including reasonable access to the site of the easement. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any occupier of the Lot Burdened.

---

## 3. Terms of Restriction on Use of Land numbered 3 on the Plan

- 3.1 An Asset Protection Zone is to be provided and maintained within the area designated "E" on the Plan in accordance with section 3.2 and Appendix 4 of '*Planning for Bush Fire Protection 2019*' and NSW Rural Fire Service's document "*Standards for asset protection zones.*"
- 3.2 Building restriction:
  - (a) the Grantor must not build a Dwelling within the Asset Protection Zone designated "E" on the Plan
  - (b) the Grantor must not erect any building in the Asset Protection Zone designated "E" on the Plan, if that building is within 3 metres of the Dwelling
- 3.3 Name of Authority having the power to release, vary or modify this Restriction on Use of Land is Queanbeyan-Palerang Regional Council.

---

## 4. Terms of Restriction on Use of Land numbered 4 on the Plan

- 4.1 Should cats be kept on the land, the Owner/Occupier must take necessary measures to ensure the animals are unable to roam outside of the property boundary at any time, unless under effective control. Further detail is available in the "*Cat Containment Area – Googong and Jumping Creek Policy*" (and all subsequent amendments) available from Queanbeyan-Palerang Regional Council.

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 7 of 9

Plan:

Plan of Subdivision of Stage 2B Residue

Subdivision No:

Date:

- 4.2 If the “*Cat Containment Area – Googong and Jumping Creek Policy*” is revoked by Queanbeyan-Palerang Regional Council this Restriction on Use of Land will cease and be of no further force or effect with respect to the Lot Burdened.
- 4.3 Name of Authority having the power to release, vary or modify this Restriction on Use of Land is Queanbeyan-Palerang Regional Council.

---

**5. Terms of Restriction on Use of Land numbered 5 on the Plan**

- 5.1 The design of any Dwelling on the Lot Burdened is to be accompanied by a performance-based bushfire solution, pursuant to AS3959-2009 and Addendum Appendix 3 of Planning for Bushfire Protection 2006, as amended from time to time, to support the construction of the Dwelling.

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 8 of 9

Plan:

Plan of Subdivision of Stage 2B Residue

Subdivision No:

Date:

**Registered Proprietor Execution for Stage 2B Residue:**

**Signed, sealed and delivered** for and on behalf of **Peet Jumping Creek Pty Limited ACN 633 663 760** by its attorneys under a power of attorney dated 19/04/2021 registered in New South Wales with Book. 4786 No.473 in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Full name of Attorney

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

\_\_\_\_\_  
Full name of Attorney



**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 9 of 9

Plan:

Plan of Subdivision of Stage 2B Residue

Subdivision No:

Date:

**Executed** for and on behalf of  
**QUEANBEYAN-PALERANG REGIONAL COUNCIL** by  
its' authorised delegate pursuant to s.377  
Local Government Act 1993

---

Signature of Witness

---

Signature of Authorised Officer

---

Name of Witness

---

Name of Authorised Officer signing on  
Behalf of Queanbeyan-Palerang  
Regional Council

---

Address of Witness

---

Authority of Authorised Officer

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>	
<p><b>PLAN OF</b></p> <p style="text-align: center;"><b>SUBDIVISION OF STAGE 2B RESIDUE</b></p>	<p>LGA: QUEANBEYAN-PALERANG REGIONAL</p> <p>Locality: GREENLEIGH</p> <p>Parish: QUEANBEYAN</p> <p>County: MURRAY</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, MATTHEW DEAN STEVENSON .....  of LONERGAN SURVEYING PTY LTD ABN 34 168 654 911 .....  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <del>XX/XX/XXXX</del>, or</p> <p>*(b) <del>The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p>*(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: X – Y .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / <del>Steep-Mountainous</del>.</p> <p>Signature: ..... Dated: .....</p> <p>Surveyor Identification No: 8703.....  Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.  **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1249543, DP STAGE 1, DP STAGE 2A, DP STAGE 2B</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 18116</p>	<p style="text-align: center;">Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: center;">PLEASE SEE SHEET 2</p> <p style="text-align: center;">Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

**Registered:**

**PLAN OF**

**SUBDIVISION OF STAGE 2B RESIDUE**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE:

1. EASEMENT FOR DRAINAGE OF WATER (3.5 WIDE)
2. EASEMENT FOR DRAINAGE OF SEWAGE (3.5 WIDE)
3. RESTRICTION ON USE OF LAND
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO RELEASE:

1. EASEMENT FOR DRAINAGE OF WATER (3.5 WIDE) (STAGE 1 DP)
2. EASEMENT FOR DRAINAGE OF SEWAGE (3.5 WIDE) (STAGE 1 DP)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18116

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**Registered:**

**PLAN OF**

**SUBDIVISION OF STAGE 2B RESIDUE**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

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- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**Registered Proprietor Execution for**

**Stage 2B Residue:**

**Signed, sealed and delivered** for and on behalf of **Peet Jumping Creek Pty Limited** **ACN 633 663 760** by its attorneys under a power of attorney dated 19/04/2021 registered in New South Wales with Book. 4786 No.473 in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Full name of Attorney

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

\_\_\_\_\_  
Full name of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18116

Office Use Only

Office Use Only

**Registered:**

**PLAN OF**

**SUBDIVISION OF STAGE 2B RESIDUE**

Subdivision Certificate number: .....

Date of Endorsement: .....

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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot	Street number	Street name	Street type	Locality
1401				Greenleigh
1402				Greenleigh
1403				Greenleigh
1404				Greenleigh
1405				Greenleigh
1406				Greenleigh
1407				Greenleigh
1408				Greenleigh
1409				Greenleigh
1410				Greenleigh
1411				Greenleigh
1412				Greenleigh
1413				Greenleigh
1414				Greenleigh
1415				Greenleigh
1416				Greenleigh
1417				Greenleigh
1418				Greenleigh
1419				Greenleigh
1420				Greenleigh
1421				Greenleigh
1422				Greenleigh
1423				Greenleigh
1424				Greenleigh
1425				Greenleigh
1426				Greenleigh
1427				Greenleigh
1428				Greenleigh
1429				Greenleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18116

Office Use Only

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**Registered:**

**PLAN OF**

**SUBDIVISION OF STAGE 2B RESIDUE**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

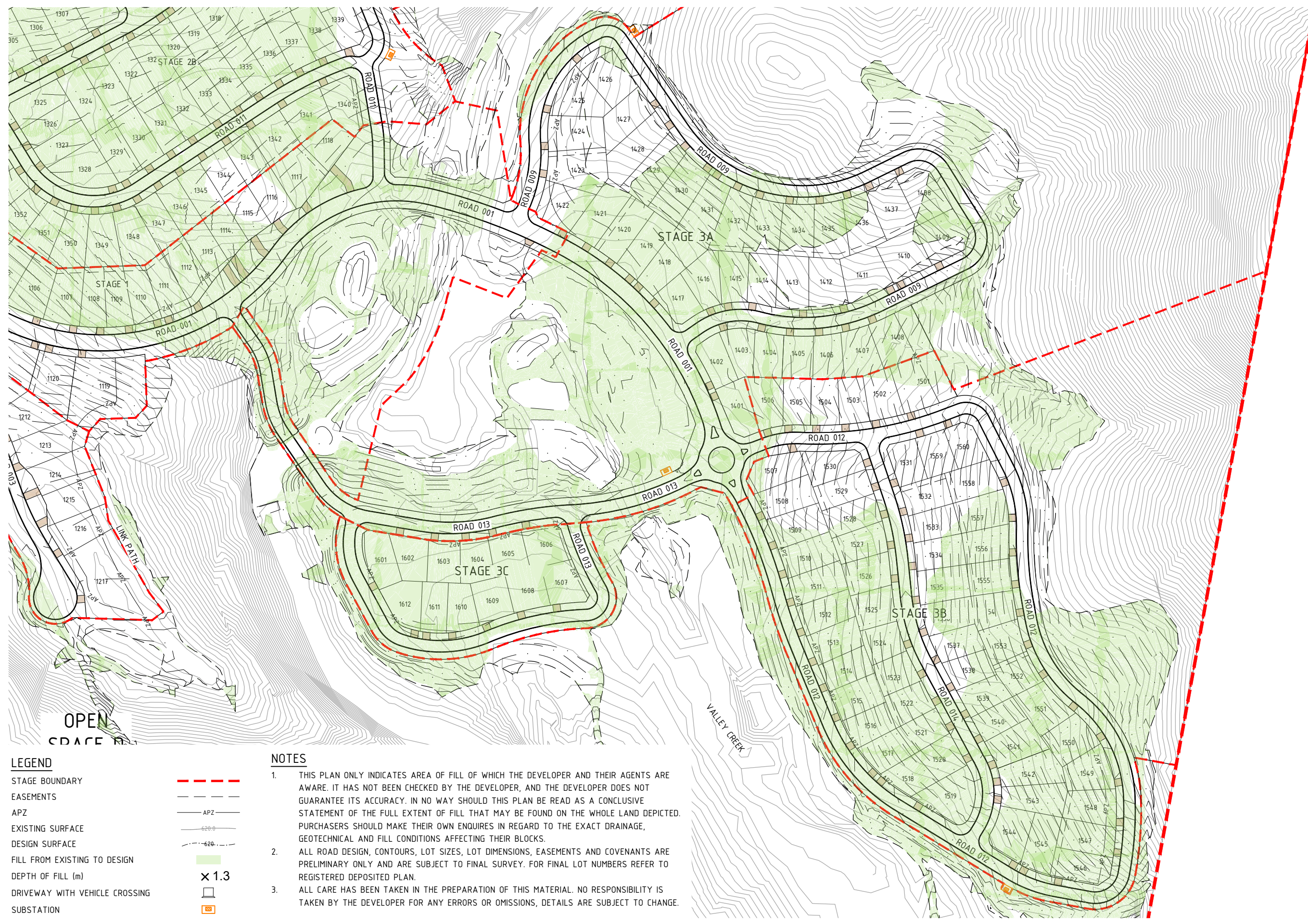
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot	Street number	Street name	Street type	Locality
1430				Greenleigh
1431				Greenleigh
1432				Greenleigh
1433				Greenleigh
1434				Greenleigh
1435				Greenleigh
1436				Greenleigh
1437				Greenleigh
1438				Greenleigh
1439				Greenleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18116

## Schedule 4 Grading and Fill Plan



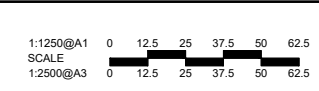
**LEGEND**

STAGE BOUNDARY	
EASEMENTS	
APZ	
EXISTING SURFACE	
DESIGN SURFACE	
FILL FROM EXISTING TO DESIGN	
DEPTH OF FILL (m)	
DRIVEWAY WITH VEHICLE CROSSING	
SUBSTATION	

**NOTES**

- THIS PLAN ONLY INDICATES AREA OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE DEVELOPER, AND THE DEVELOPER DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. PURCHASERS SHOULD MAKE THEIR OWN ENQUIRES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.
- ALL ROAD DESIGN, CONTOURS, LOT SIZES, LOT DIMENSIONS, EASEMENTS AND COVENANTS ARE PRELIMINARY ONLY AND ARE SUBJECT TO FINAL SURVEY. FOR FINAL LOT NUMBERS REFER TO REGISTERED DEPOSITED PLAN.
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Rev	Amendments	Approved	Date



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spiire.com.au ABN 55 050 029 635

Designed	Checked
Authorised	Date

**JUMPING CREEK  
STAGE 3A, 3B & 3C  
GRADING AND FILL PLAN  
LAYOUT**  
QUEANBEYAN PALERANG REGIONAL COUNCIL  
PEET PTY LTD

Drg No  
**307257G010**

Rev  
**A**



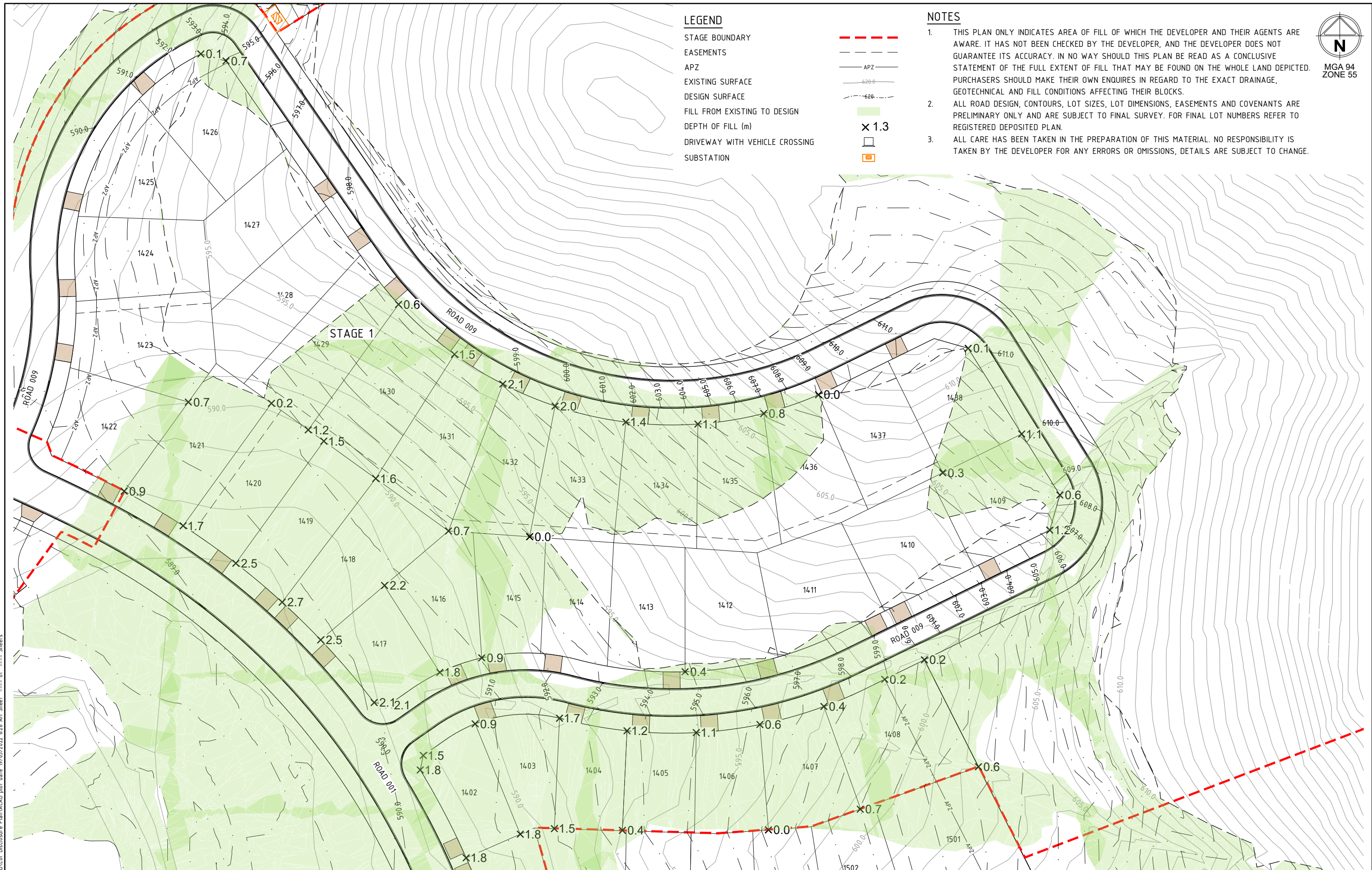


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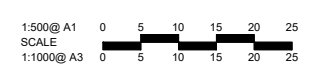
**LEGEND**

- STAGE BOUNDARY
- EASEMENTS
- APZ
- EXISTING SURFACE
- DESIGN SURFACE
- FILL FROM EXISTING TO DESIGN
- DEPTH OF FILL (m)
- DRIVEWAY WITH VEHICLE CROSSING
- SUBSTATION



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Rev	Amendments	Approved	Date



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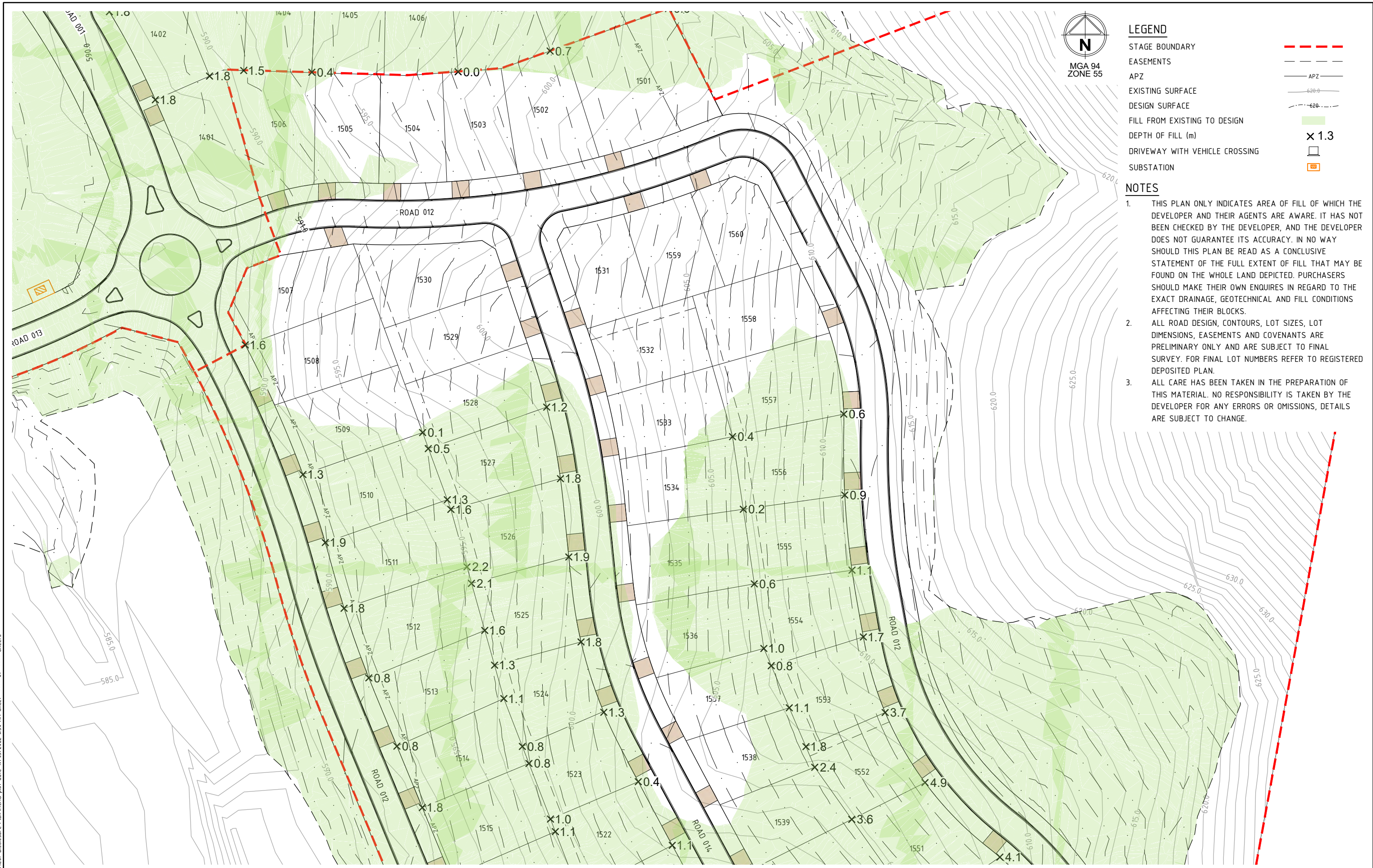
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 CANBERRA ACT 2601  
 spiire.com.au ABN 55 050 029 635



Designed	Checked
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Authorised	Date
---	---

**JUMPING CREEK  
 STAGE 3A, 3B & 3C  
 GRADING AND FILL PLAN  
 SHEET 1 OF 4  
 QUEANBEYAN PALERANG REGIONAL COUNCIL  
 PEET PTY LTD**

Drg No: **307257G011** Rev: **A**



**LEGEND**

STAGE BOUNDARY	
EASEMENTS	
APZ	
EXISTING SURFACE	
DESIGN SURFACE	
FILL FROM EXISTING TO DESIGN	
DEPTH OF FILL (m)	
DRIVEWAY WITH VEHICLE CROSSING	
SUBSTATION	

- NOTES**
1. THIS PLAN ONLY INDICATES AREA OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE DEVELOPER, AND THE DEVELOPER DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. PURCHASERS SHOULD MAKE THEIR OWN ENQUIRES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.
  2. ALL ROAD DESIGN, CONTOURS, LOT SIZES, LOT DIMENSIONS, EASEMENTS AND COVENANTS ARE PRELIMINARY ONLY AND ARE SUBJECT TO FINAL SURVEY. FOR FINAL LOT NUMBERS REFER TO REGISTERED DEPOSITED PLAN.
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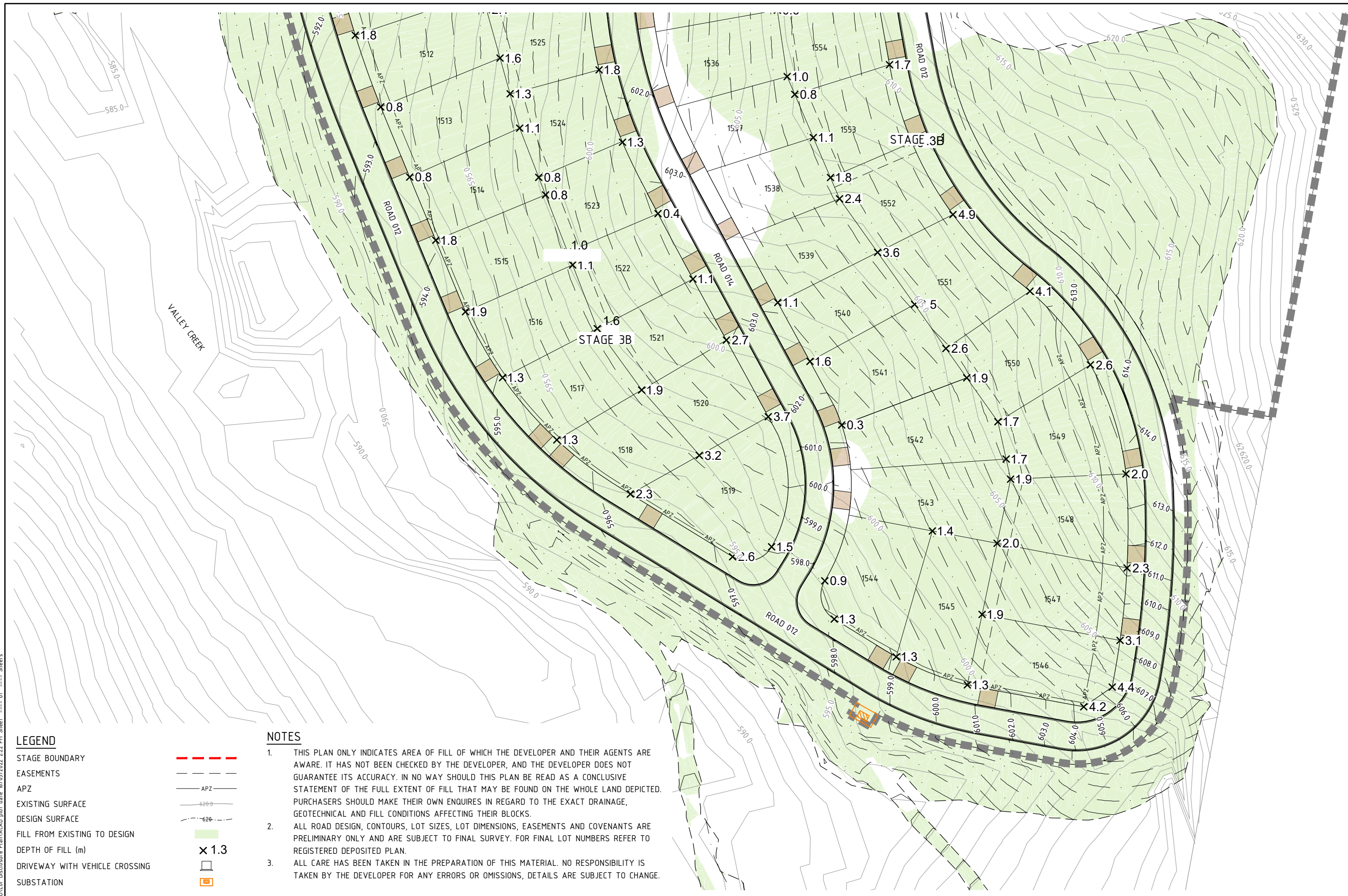
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 sheet name: 307257G010.dwg  
 sheet number: 2 of 4  
 sheet date: 19/05/2022 8:30 AM  
 sheet title: SHEETS

Rev	Amendments	Approved	Date



**JUMPING CREEK  
STAGE 3A, 3B & 3C  
GRADING AND FILL PLAN  
SHEET 2 OF 4  
QUEANBEYAN PALERANG REGIONAL COUNCIL  
PEET PTY LTD**

Designed	Checked	Drg No <b>307257G012</b>	Rev <b>A</b>
Authorised	Date		



**LEGEND**

STAGE BOUNDARY	
EASEMENTS	
APZ	
EXISTING SURFACE	
DESIGN SURFACE	
FILL FROM EXISTING TO DESIGN	
DEPTH OF FILL (m)	
DRIVEWAY WITH VEHICLE CROSSING	
SUBSTATION	

**NOTES**

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Rev	Amendments	Approved	Date



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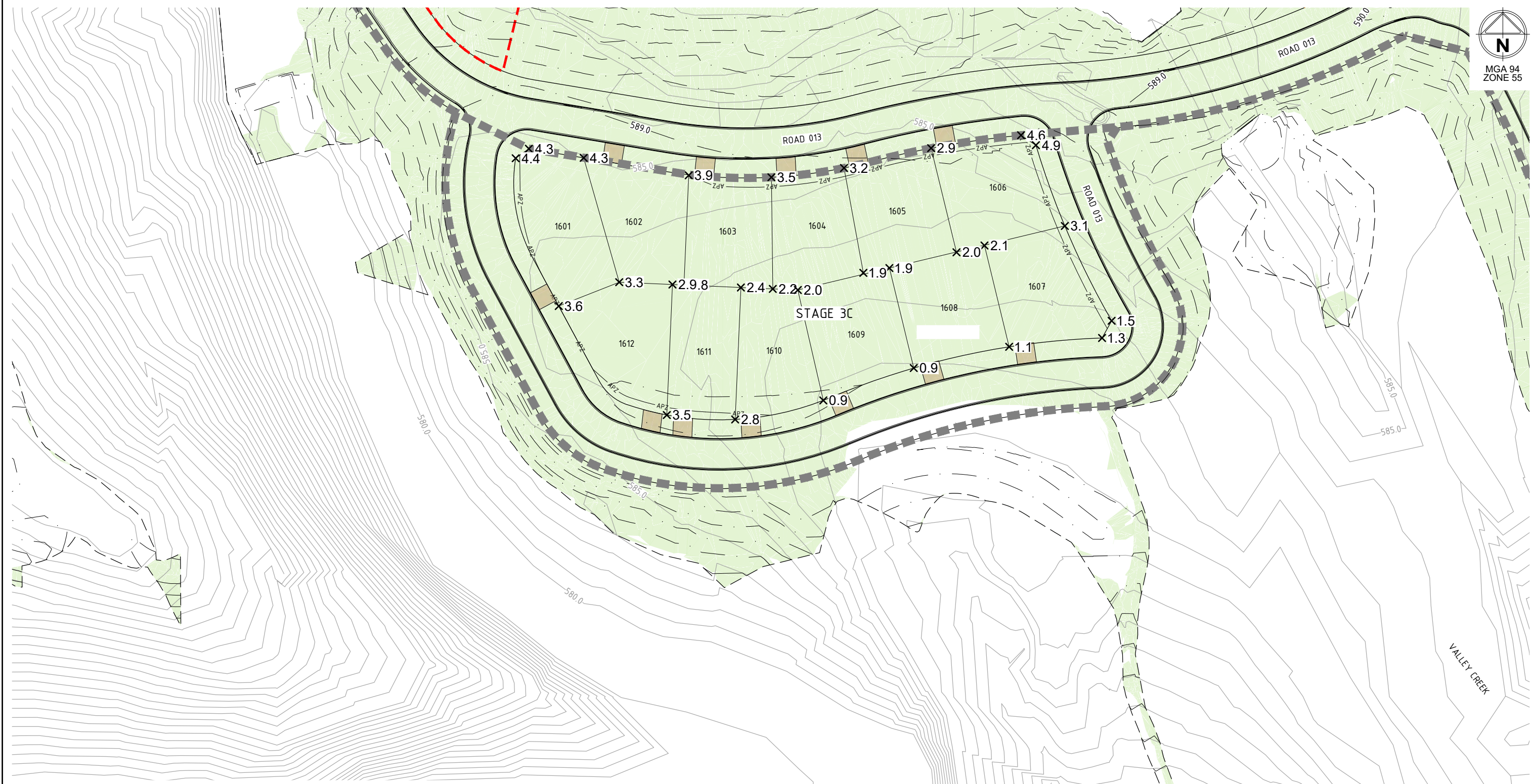
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Authorised	Date
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**JUMPING CREEK  
STAGE 3A, 3B & 3C  
GRADING AND FILL PLAN  
SHEET 3 OF 4  
QUEANBEYAN PALERANG REGIONAL COUNCIL  
PEET PTY LTD**

Drg No  
**307257G013**

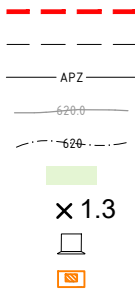
Rev  
**A**

file name: 307257G013\_Stage\_3\_4.dwg layout name: C013 plotted by: Benjamin Carelli  
file location: G:\307257\307257\CAD\Drawings\307257\307257.dwg  
disclosure: Plan/ACAD plot date: 18/05/2022 2:22 PM sheet: 3 of 4



### LEGEND

- STAGE BOUNDARY
- EASEMENTS
- APZ
- EXISTING SURFACE
- DESIGN SURFACE
- FILL FROM EXISTING TO DESIGN
- DEPTH OF FILL (m)
- DRIVEWAY WITH VEHICLE CROSSING
- SUBSTATION



### NOTES

1. THIS PLAN ONLY INDICATES AREA OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE DEVELOPER, AND THE DEVELOPER DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. PURCHASERS SHOULD MAKE THEIR OWN ENQUIRES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.
2. ALL ROAD DESIGN, CONTOURS, LOT SIZES, LOT DIMENSIONS, EASEMENTS AND COVENANTS ARE PRELIMINARY ONLY AND ARE SUBJECT TO FINAL SURVEY. FOR FINAL LOT NUMBERS REFER TO REGISTERED DEPOSITED PLAN.
3. ALL CARE HAS BEEN TAKEN IN THE PREPARATION OF THIS MATERIAL. NO RESPONSIBILITY IS TAKEN BY THE DEVELOPER FOR ANY ERRORS OR OMISSIONS, DETAILS ARE SUBJECT TO CHANGE.

file name: 307257G010\_F01\_Stage\_3d40\_layout\_name.CAD file location: G:\307257\307257\307257\CAD\01\_Stage\_3d40\_layout\_name.CAD plot date: 18/05/2022 2:22 PM Sheet: 4 of 4

Rev	Amendments	Approved	Date

1:500@A1  
SCALE  
1:1000@A3

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CANBERRA ACT 2601  
spiire.com.au ABN 55 050 029 635

Designed	Checked
----	----
Authorised	Date
----	----

**JUMPING CREEK  
STAGE 3A, 3B & 3C  
GRADING AND FILL PLAN**  
SHEET 4 OF 4  
QUEANBEYAN PALERANG REGIONAL COUNCIL  
PEET PTY LTD

Drg No  
**307257G014**

Rev  
**A**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 1/1249543  
-----

SEARCH DATE	TIME	EDITION NO	DATE
23/5/2022	2:43 PM	4	23/12/2021

LAND  
-----

LOT 1 IN DEPOSITED PLAN 1249543  
AT GREENLEIGH  
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL  
PARISH OF QUEANBEYAN COUNTY OF MURRAY  
TITLE DIAGRAM DP1249543

FIRST SCHEDULE  
-----

PEET JUMPING CREEK PTY LTD (T AP723224)

SECOND SCHEDULE (3 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AR91147 MORTGAGE TO ANZ FIDUCIARY SERVICES PTY LIMITED
- 3 AR764573 PLANNING AGREEMENT PURSUANT TO SECTION 7.6  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

NOTATIONS  
-----


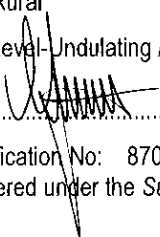
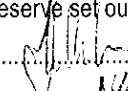
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

scaldwell

PRINTED ON 23/5/2022



<b>PLAN FORM 6 (2018)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  9/10/2019	<h1>DP1249543</h1>	
Title System: TORRENS		
<b>PLAN OF</b>	LGA: QUEANBEYAN-PALERANG REGIONAL	
<b>SUBDIVISION OF LOT 5 DP1199045</b>	Locality: GREENLEIGH	
	Parish: QUEANBEYAN	
	County: MURRAY	
Survey Certificate	<del>Crown Lands NSW/Western Lands Office Approval</del>	
I, MATTHEW DEAN STEVENSON ..... of LONERGAN SURVEYING PTY LTD ABN 34 168 654 911 ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:	<del>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</del>	
* <del>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 02/08/2019, or</del>	<del>Signature: .....</del>	
* <del>(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or</del>	<del>Date: .....</del>	
* <del>(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del>	<del>File Number: .....</del>	
Datum Line: X - Y .....	<del>Office: .....</del>	
Type: <del>Urban/Rural</del>		
The terrain is <del>*Level-Undulating / *Steep-Mountainous.</del>		
Signature:  Dated: 13/09/19.....		
Surveyor Identification No: 8703..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>		
*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		
Plans used in the preparation of survey/compilation. 6111-1956, 6113-1956, DP563513, DP711905, DP872684, DP1199045	Subdivision Certificate	
	I, <u>Casuarine Harbor</u> .....	
	*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.	
	Signature:  .....	
	Accreditation number: <u>N/A</u> .....	
	Consent Authority: <u>Queanbeyan Palerang Regional Council</u> .....	
	Date of endorsement: <u>13 September 2019</u> .....	
	Subdivision Certificate number: <u>SC-2019-1010</u> .....	
	File number: .....	
	*Strike through if inapplicable.	
	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
	PLEASE SEE SHEET 2	
Surveyor's Reference: 18136_REPORT	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



9/10/2019

DP1249543

PLAN OF

SUBDIVISION OF LOT 5 DP1199045

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ..... SC 2019 1010 .....

Date of Endorsement: ..... 13 September 2019 .....

IT IS INTENDED TO DEDICATE ELLERTON DRIVE TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EXISTING EASEMENT FOR WATER SUPPLY 9 WIDE (DP1199045)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18136\_REPORT



PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  9/10/2019

DP1249543

PLAN OF

SUBDIVISION OF LOT 5 DP1199045

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC-2019-1010

Date of Endorsement: 13 September 2019

Registered Proprietor Execution:

Executed by **Marksman Developments Pty Ltd** (ACN 008 481 392)

in accordance with section 127 (1) of the Corporations Act 2001

by or in the presence of

Rosemarie Doebert

Signature of Authorised Person

\_\_\_\_\_

Signature of Authorised Person

Rosemarie Doebert

Name of Authorised Person

\_\_\_\_\_

Name of Authorised Person

Soul Director

Authority

\_\_\_\_\_

Authority

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18136\_REPORT

*AA*

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



9/10/2019

DP1249543

PLAN OF

SUBDIVISION OF LOT 5 DP1199045

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ..... SC 2019 1010 .....

Date of Endorsement: ..... 13 September 2019 .....

Lot	Street number	Street name	Street type	Locality
1	28	Loneragan	Drive	Greenleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18136\_REPORT

**Lodger Details**

Lodger Code 505966M  
Name LINDSAY TAYLOR LAWYERS  
Address L 9, SE 3, 420 GEORGE ST  
SYDNEY 2000  
Lodger Box 1W  
Email FRANCES.TSE@LINDSAYTAYLORLAWYERS.COM.AU  
Reference PEET19001

Land Registry Document Identification

**AR764573**

STAMP DUTY:

**Request (11R)**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1249543	N	

**Applicant**

PEET JUMPING CREEK PTY LTD ACN 633663760  
Registered company

**Document Type**

Request (11R)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

See attached Dealing

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** PEET JUMPING CREEK PTY LTD  
**Signer Name** WING YEE TSE  
**Signer Organisation** LTL PTY LIMITED  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 22/12/2021

Form: 11R  
 Release: 4.4

**REQUEST**  
 New South Wales  
 Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

STAMP DUTY	Insert Duties Assessment No. as issued by Revenue NSW Office. Duties Assessment No.								
(B) TORRENS TITLE	1/1249543								
(C) REGISTERED DEALING	Number	Torrens Title							
(D) LODGED BY	<table border="1"> <tr> <td>Document Collection Box</td> <td>Name, Address or DX, Telephone, and Customer Account Number if any Lindsay Taylor Lawyers Level 9 Suite 3, 420 George Street, Sydney NSW 2000 Tel: +61 2 8235 9700</td> <td rowspan="3">CODE  <b>R</b></td> </tr> <tr> <td></td> <td>Email: frances.tse@lindsaytaylorlawyers.com.au</td> </tr> <tr> <td></td> <td>Reference: PEET19001</td> </tr> </table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Lindsay Taylor Lawyers Level 9 Suite 3, 420 George Street, Sydney NSW 2000 Tel: +61 2 8235 9700	CODE  <b>R</b>		Email: frances.tse@lindsaytaylorlawyers.com.au		Reference: PEET19001	
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Lindsay Taylor Lawyers Level 9 Suite 3, 420 George Street, Sydney NSW 2000 Tel: +61 2 8235 9700	CODE  <b>R</b>							
	Email: frances.tse@lindsaytaylorlawyers.com.au								
	Reference: PEET19001								
(E) APPLICANT	Peet Jumping Creek Pty Ltd ABN 633 663 760								
(F) NATURE OF REQUEST	Registration of Planning Agreement pursuant to s 7.6 Environmental Planning and Assessment Act 1979								

(G) TEXT OF REQUEST

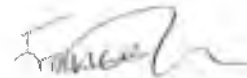
The Applicant requests that the Planning Agreement under s7.4 of the Environmental Planning and Assessment Act 1979 dated 9 November 2021, a copy of which is at Annexure A., be registered on the titles listed at (B).

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:



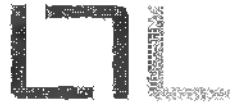
Signatory's name: Wing Yee Tse  
 Signatory's capacity: solicitor

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. [ ] Full name: [ ] Signature: [ ]

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.  
 ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Annexure A



lindsaytaylorlawyers

**Deed**

**Jumping Creek  
Planning Agreement**

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

**Peet Jumping Creek Pty Ltd  
Queanbeyan-Palerang Regional Council**

~~[Insert Date]~~

9 NOVEMBER 2021

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lawyers



## Jumping Creek Planning Agreement

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## Jumping Creek Planning Agreement

### Summary Sheet

#### **Council:**

**Name:** Queanbeyan-Palerang Regional Council  
**Address:** 256 Crawford St QUEANBEYAN NSW 2620  
**Telephone:** 1300 735 025  
**Email:** council@qproc.nsw.gov.au  
**Representative:** Peter Tegart - Chief Executive Officer

#### **Developer:**

**Name:** Peet Jumping Creek Pty Ltd  
**Address:** Level 3, 64 Allara Street CANBERRA CITY ACT 2600  
**Telephone:** (02) 6230 0800  
**Email:** mitchell.alexander@peet.com.au  
**Representative:** Mitchell Alexander

#### **Land:**

See definition of *Land* in clause 1.1.

#### **Development:**

See definition of *Development* in clause 1.1.

#### **Development Contributions:**

See Clause 10 and Schedule 1.

#### **Application of s7.11, s7.12 and s7.24 of the Act:**

See clause 8.





**Security:**

See clause 20 and Part 4.

**Registration:**

See clause 27.

**Restriction on dealings:**

See clause 28.

**Dispute resolution:**

See Part 3.



## Jumping Creek Planning Agreement

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

### Parties

**Queanbeyan-Palerang Regional Council** ABN 95 933 070 982 of 256  
Crawford St QUEANBEYAN NSW 2620 (**Council**)

and

**Peet Jumping Creek Pty Ltd** ABN 633 663 760 of Level 3, 64 Allara Street  
CANBERRA CITY ACT 2600 (**Developer**)

### Background

- A The Developer owns the Land.
- B The Developer has lodged the Development Application.
- C The Developer has offered to make the Development Contributions in connection with the carrying out of the Development in Stages on the terms and conditions set out in this Deed.

## Operative provisions

### Part 1 – Preliminary

#### 1 Interpretation

- 1.1 In this Deed the following definitions apply:

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

**Approval** includes approval, consent, licence, permission or the like.

**Authority** means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

**Bank Guarantee** means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:



- (i) Australia and New Zealand Banking Group Limited,
  - (ii) Commonwealth Bank of Australia,
  - (iii) Macquarie Bank Limited,
  - (iv) National Australia Bank Limited,
  - (iv) St George Bank Limited,
  - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

**Claim** includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

**CPI** means the Consumer Price Index (All Groups – Sydney) published by the Australian Bureau of Statistics.

**Contribution Value** means the value of an Item specified in Column 4 of Schedule 1.

**Cost** means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

**Deed** means this Deed and includes any schedules, annexures and appendices to this Deed.

**Defect** means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use of a Work or any part of a Work and includes a failure to carry out a Work in accordance with any relevant Approval or in accordance with designs and specifications approved by the Council.

**Defects Liability Period** means the period of 12 months from the date a Work is certified by the Council as having been completed in accordance with cl.18.2.

**Defects Security** means the Security provided by the Developer in accordance with cl.20.1.

**Development** means the development for urban purposes as proposed in the Development Application involving the subdivision of the Land into residential lots in stages, the creation of 1 residual lot and public road dedications and associated infrastructure as detailed in the Development Consent granted to the Development Application.

**Development Application** means the development application within the meaning of the Act lodged by the Developer in respect of the Land being DA 109/2019.

**Development Consent** has the same meaning as in the Act.

**Development Contribution** means a monetary contribution, the dedication of land free of Cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s7.4(3)(g) of the Act.

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



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

**Final Lot** means a lot created in the Development for separate residential occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land:

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

**GST** has the same meaning as in the GST Law.

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

**Item** means an item specified in Column 1 of Schedule 1.

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

**Land** means Lot 1 in DP 1249543.

**Land Dedication Requirements** means the *Jumping Creek LPA Land Dedication Requirements* contained in Schedule 3.

**Natural Vegetation Open Space Area** means the areas marked as Open Space A, Open Space B, Open Space C and Open Space D on the Staging Plan and which are also shown as 'Natural Vegetation Area – Open Space Area' on the Land Dedication Plan which is Figure 1 in the Land Dedication Requirements.

**Party** means a party to this Deed.

**Recreation and Exotic Vegetation Area** means the area described as such on the Land Dedication Plan which is Figure 1 in the Land Dedication Requirements.

**Rectify** means rectify, remedy or correct.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000*.

**Security** means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council.

**Stage** means a stage of the Development shown in the Staging Plan or as approved by a Development Consent for the Development Application or as otherwise agreed between the parties.

**Staging Plan** means the plan in Schedule 2.

**Subdivision Certificate** has the same meaning as in the Act.

**Vegetation Management Plan** means the Vegetation Management Plan contained in the Land Dedication Requirements.

**Work** means the physical result of any building, engineering or construction work in, on, over or under land under this Deed.

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:



- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of Cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

## **2 Status of this Deed**

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



### **3 Commencement**

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
  - 3.1.1 both executed the same copy of this Deed, or
  - 3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.
- 3.3 For the avoidance of doubt, no obligation to make Development Contributions arises until after the grant of Development Consent to the Development Application and otherwise in accordance with this Deed.

### **4 Application of this Deed**

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

### **5 Warranties**

- 5.1 The Parties warrant to each other that they:
  - 5.1.1 have full capacity to enter into this Deed, and
  - 5.1.2 are able to fully comply with their obligations under this Deed.

### **6 Further agreements**

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

### **7 Surrender of right of appeal, etc.**

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

### **8 Application of s7.11, s7.12 and s7.24 of the Act to the Development**

- 8.1 This Deed excludes the application of s7.11 and s7.12 of the Act to the Development.
- 8.2 This Deed does not exclude the application of s7.24 to the Development.



## 9 Sewer and Water Charges

- 9.1 Council agrees that the payment of the monetary Development Contributions, being Items A1 and A2 in the table in Schedule 1 will satisfy any preconditions to the issue of a certificate of compliance comprising monetary payments for the purposes of s306(2)(a) of the *Water Management Act 2000*.

## Part 2 – Development Contributions

### 10 Provision of Development Contributions

- 10.1 The Developer is to make Development Contributions to the Council in accordance with Schedule 1, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 10.2 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 10.3 Despite clause 10.2, the Council may apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

### 11 Payment of monetary Development Contributions

- 11.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
- 11.2 The amount of each monetary Development Contribution is to be indexed annually in accordance with increases in the CPI from December 2020 to the date the monetary Development Contribution is made in accordance with the following formula:

$$\frac{\text{Current CPI} - \text{Previous CPI}}{\text{Previous CPI}} \times 100$$

**Previous CPI**

where

**Current CPI** means the CPI published for the last December quarter before the date on which the monetary Development Contribution is being indexed; and

**Previous CPI** means the CPI published for the December quarter preceding the Current CPI.



## **12 Dedication of land**

- 12.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:
- 12.1.1 a deposited plan is registered in the register of plans held with the Registrar-General that dedicates the land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the *Local Government Act 1993*, or
- 12.1.2 the Council is given:
- (a) an instrument in registrable form under the *Real Property Act 1900* duly executed by the Developer as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,
  - (b) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
  - (c) evidence in writing that the certificate of title has been produced at the office of Land Registry Services for the purposes of registration of the transfer.
- 12.2 The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 12.3 The Developer is to ensure that land dedicated to the Council under this Deed is free of any charge or liability for rates, taxes and charges except as otherwise agreed in writing by the Council.
- 12.4 The Developer will complete environmental remediation works on the land to be dedicated under this Deed as detailed in remedial action plans prepared on behalf of the Developer in respect of that land and the Council acknowledges that an environmental management plan will affect the Land at the time of dedication.

## **13 Carrying out of Work**

- 13.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.
- 13.2 The Developer, at its own Cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed.

## **14 Variation to Work**

- 14.1 The design or specification of any Work that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed.
- 14.2 Without limiting clause 14.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order





to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.

- 14.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 14.2.

## **15 Access to land by Developer**

- 15.1 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Deed.
- 15.2 Without limiting clause 15.1, on the dedication of any part of the Land required to be dedicated to Council under this Deed, the Council grants the Developer, its servants, agents and consultants a licence to enter the part of the Land which has been dedicated to Council for the purpose of enabling the Developer to carry out any remaining Work that is required to be carried out on that land or to perform any other obligation imposed on the Developer in respect of that part of the Land by this Deed, and must do everything reasonably necessary to facilitate that access.
- 15.3 After accessing any land owned by the Council in accordance with clause 15.1 or 15.2, the Developer must, as far as is reasonably practicable, return the land to the condition it was in before the Developer entered the land, other than to the extent that the condition of the land has changed as a necessary consequence of the carrying out of Work, and subject to fair wear and tear.

## **16 Access to land by Council**

- 16.1 The Council may enter any land on which Work is being carried out by the Developer in order to inspect, examine or test the Work, or to Rectify any breach by the Developer of its obligations under this Deed relating to the Work.
- 16.2 Where the Developer is carrying out Work on part of any land owned or controlled by the Council, the Developer is not to prevent the Council from entering and occupying any remaining part of that land or any other land owned or controlled by the Council should the Council need to access that land to undertake repairs or any other routine activities.
- 16.3 The Council is to give the Developer prior reasonable notice before it enters land under clause 16.1 or clause 16.2.

## **17 Council's obligations relating to Work**

- 17.1 The Council is not to unreasonably delay, hinder or otherwise interfere with the performance by the Developer of its obligations under this Deed, and is to use its reasonable endeavours to ensure third parties unrelated to the Developer do not unreasonably delay, hinder or otherwise interfere with the performance of those obligations.
- 17.2 The Council becomes liable for Works and the ongoing maintenance of those Works on Council owned land or on land to be dedicated to Council under this Deed on the later of:



- 17.2.1 the date on which the Works are completed for the purposes of this Deed in accordance with clause 18, and
- 17.2.2 the date on which the land on which the Works are located is dedicated to Council.

## 18 Completion of Work

- 18.1 When the Developer considers that a Work is complete, it must give Council a written notice to that effect.
- 18.2 Within 10 business days of the Developer's notice under clause 18.1, Council must inspect the Work the subject of the notice and, within a further 10 business days after that inspection must provide the Developer with written notice of whether or not it agrees that the Work is complete.
- 18.3 If the Council notifies the Developer that it does not consider that a Work is complete it must set out in its notice under clause 18.2 what it requires the Developer to do to complete the Work or what additional information it requires to determine if it considers the Work to be complete.
- 18.4 The Developer may submit a further notice to the Council under clause 18.1 after carrying out any additional work or providing any further information to the Council.
- 18.5 A Work is complete for the purposes of this Deed when the Council gives the Developer a written notice to that effect under clause 18.2.

## 19 Defects in Works

- 19.1 The Council may, at any time during the Defects Liability Period, give the Developer a notice to the effect that a Work contains a Defect and needs to be Rectified (**Defects Notice**), and the Defects Notice may specify a time by which the Defect is to be Rectified which must be reasonable having regard to the nature of the Defect.
- 19.2 The Developer must, at its Cost, Rectify any Defect the subject of a Defects Notice in accordance with the terms of the Defects Notice, and to the reasonable satisfaction of the Council and if the Defects Notice does not specify a time for compliance, the Developer must comply with it within a reasonable period of time having regard to the nature of the Defect.
- 19.3 If the Council issues a Defects Notice, the Council may do one or more of the following:
  - 19.3.1 require the Developer to certify that the Rectified Work has been carried out and completed in accordance with the requirements of this Deed and the Development Consent and any relevant Australian Standards, or
  - 19.3.2 within 10 business days of being given notice by the Developer that the Defect has been Rectified inspect the Work to determine if the Defect has been Rectified as required by clause 19.2.
- 19.4 The Council must provide all reasonable assistance to Developer to enable the Defect to be Rectified.



- 19.5 If the Developer does not Rectify a Defect within the period of time noted in the Defect Notice, or within 15 business days of receiving a Defect Notice (or within any longer period the Council allows, and provided that 15 business days or the longer period allowed by Council is reasonable having regard to the nature of the Defect) the Council may do one or more of the following:
- 19.5.1 apply the Defects Security to Rectify that Defect, or
- 19.5.2 require Developer to do all or any of the following:
- (a) assign to the Council its rights under any warranties or rights of action which it has under any contract for the construction of the Work, including allowing access to Council to the land on which it has been constructed,
  - (b) appoint the Council as its attorney to exercise its rights and powers under any contract for the construction of the Work, including any right to conduct proceedings or prosecute any action to enforce the Developer's rights against others under any such contract,
  - (c) execute all such documents and do all such things on the Developer's behalf as are necessary or desirable to enable the Council to Rectify any Defects in accordance with the terms of this Deed and any such contract, or
  - (d) provide any assistance required for the purpose of defending or settling any Claim or the pursuit of any rights of recovery from others under any such contract.

## 20 Defects Security

- 20.1 Prior to the issue of a Subdivision Certificate before which an Item of Work must be completed, the Developer must lodge a bond with the Council for that Item of Work to the value of:
- 20.1.1 If the value of the Work is \$500,000 or less, five (5) per cent of the value of the Work, or
- 20.1.2 If the value of the Work is more than \$500,000—the sum of \$25,000 plus three (3) per cent of the value of the Work greater than \$500,000.
- 20.2 Clause 20.1 operates as a restriction on the issue of a Subdivision Certificate pursuant to s6.15 of the Act.
- 20.3 If the Developer does not comply with a Defect Notice in accordance with this Deed, the Council may:
- 20.3.1 Rectify the default at the expense of the Developer, and
- 20.3.2 draw down on the Defects Security amount without notice to the Developer to reimburse the Council for the Costs incurred in Rectifying the Developer's default, including to meet the Costs of Rectifying the Defect identified in the Defect Notice.
- 20.4 The Council will return the relevant part of the Defects Security to the Developer:
- 20.4.1 where no Defect Notice has been issued, within 20 business days from the end of the Defects Liability Period for the Work, or



20.4.2 where one or more Defect Notices have been given, within 20 business days after the last Defect has been Rectified in accordance with this Deed.

## **Part 3 – Dispute Resolution**

### **21 Dispute resolution – expert determination**

- 21.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 21.1.1 the Parties to the Dispute agree that it can be so determined, or
  - 21.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 21.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 21.3 If a notice is given under clause 21.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 21.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 21.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 21.6 Each Party is to bear its own Costs arising from or in connection with the appointment of the expert and the expert determination.
- 21.7 The Parties are to share equally the Costs of the President, the expert, and the expert determination.

### **22 Dispute Resolution - mediation**

- 22.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 21 applies.
- 22.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 22.3 If a notice is given under clause 22.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 22.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 22.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has



been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

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

## Part 4 - Enforcement

### 23 Security for performance of obligations

- 23.1 Notwithstanding any other provision of this Deed, if the Developer wishes to obtain a Subdivision Certificate which can only be issued if any Work is first completed under this Deed, and the Developer is not in a position to complete that Work by the time it wishes to apply for the Subdivision Certificate then the Developer may:
  - 23.1.1 issue a notice to the Council setting out:
    - (a) the Subdivision Certificate for which it wishes to apply,
    - (b) the Work or part of the Work which will not be complete before the application for the Subdivision Certificate is made,
    - (c) the Developer's estimate of the revised date for completion of the Work, and
    - (d) the Developer's calculation of the value of the uncompleted part of the Work determined by reference to the Contribution Value for the Work, which cannot exceed the Contribution Value for that Work (**Incomplete CV**), and
  - 23.1.2 provide the Council with Security in an amount being 100% of the Incomplete CV of the Work.
- 23.2 On receipt of a notice under clause 23.1.1, the Council must within 10 business days notify the Developer in writing if it does not agree with the Incomplete CV set out in the notice.
- 23.3 If Council issues a notice under clause 23.2, the Parties must meet in an attempt to agree on the Incomplete CV and if no agreement is reached within 10 business days from the Council's notice under clause 23.2, the Parties are to refer the determination of the extent of the incomplete Work and the calculation of the Incomplete CV for that Work to a suitably qualified independent expert who has been agreed upon and appointed jointly by the Parties, or if the Parties cannot agree on an expert, to a suitably qualified independent expert appointed by the President of the NSW Law Society.
- 23.4 The determination of the independent expert appointed under clause 23.3 is final and binding on the Parties, and if the Incomplete CV determined by the expert is different to the value of the Security provided by the Developer under clause 23.1.2 the Developer must replace it with a Security for 100% of the Incomplete CV determined by the expert whereupon the Council must immediately return the original Security provided by the Developer.



- 23.5 If the Developer complies with clause 23.1 and 23.4 in respect of a Work then:
- 23.5.1 the Council will not withhold the issue of the Subdivision Certificate the subject of the written notice from the Developer as a result of the relevant Work being incomplete,
  - 23.5.2 the Developer will not be considered to be in breach of this Deed as a result of a failure to complete all or part of the Work before the issue of the relevant Subdivision Certificate, and
  - 23.5.3 this Deed will be deemed to have been amended such that the time for completion of the Work is the time noted in the Developer's notice under clause 23.1.1.
- 23.6 If the Work (or part of the Work) is not completed by the revised date for completion of the Work (or part of the Work) then the Council may call on the Security provided under this clause to meet any of its reasonable Costs incurred under this Deed in respect of the failure to complete the Work (or part of the Work) by the revised date for completion.
- 23.7 The Costs of any independent expert appointed under clause 23.3 are to be borne jointly by the Developer and Council.

## **24 Acquisition of land required to be dedicated**

- 24.1 If the Developer does not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Developer consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 24.2 The Council is to only acquire land pursuant to clause 24.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the land required to be dedicated under this Deed.
- 24.3 Clause 24.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 24.4 If, as a result of the acquisition referred to in clause 24.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council.
- 24.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the land concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 24.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 24, including without limitation:
- 24.6.1 signing any documents or forms,
  - 24.6.2 giving land owner's consent for lodgement of any development application,
  - 24.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and



24.6.4 paying the Council's Costs arising under this clause 24.

## **25 Breach of obligations**

- 25.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 25.1.1 specifying the nature and extent of the breach,
  - 25.1.2 requiring the Developer to:
    - (a) Rectify the breach if it reasonably considers it is capable of Rectification, or
    - (b) pay compensation to the reasonable satisfaction of the Council in lieu of Rectifying the breach if it reasonably considers the breach is not capable of Rectification,
  - 25.1.3 specifying the period within which the breach is to be Rectified or compensation paid, being a period that is reasonable in the circumstances.
- 25.2 If the Developer fails to comply with a notice given under clause 25.1 relating to the carrying out of Work under this Deed, the Council may step-in and Rectify the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.
- 25.3 Any Costs incurred by the Council in Rectifying a breach in accordance with clause 25.2 may be recovered by the Council as a debt due in a court of competent jurisdiction.
- 25.4 For the purpose of clause 25.3, the Council's Costs of Rectifying a breach the subject of a notice given under clause 25.1 include, but are not limited to:
- 25.4.1 the Costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
  - 25.4.2 all fees and charges necessarily or reasonably incurred by the Council in Rectifying the breach, and
  - 25.4.3 all legal Costs and expenses reasonably incurred by the Council, by reason of the breach.
- 25.5 Nothing in this clause 25 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

## **26 Enforcement in a court of competent jurisdiction**

- 26.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 26.2 For the avoidance of doubt, nothing in this Deed prevents:
- 26.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or



26.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

## **Part 5 – Registration & Restriction on Dealings**

### **27 Registration of this Deed**

- 27.1 The Parties agree to register this Deed for the purposes of s7.6(1) of the Act.
- 27.2 Not later than 3 months after the commencement of this Deed, the Developer is to deliver to the Council in registrable form:
  - 27.2.1 an instrument requesting registration of this Deed on the title to the Land duly executed by the Developer, and
  - 27.2.2 the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration.
- 27.3 The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 27.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
  - 27.4.1 in so far as the part of the Land concerned is a Final Lot,
  - 27.4.2 in relation to any other part of the Land, once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

### **28 Restriction on dealings**

- 28.1 The Developer is not to:
  - 28.1.1 sell or transfer the Land, other than a Final Lot, or
  - 28.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,to any person unless:
  - 28.1.3 the Developer has, at no Cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
  - 28.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
  - 28.1.5 the Developer is not in breach of this Deed, and





- 28.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 28.2 Subject to clause 28.3, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 28.1.
- 28.3 Clause 28.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

## **Part 6 – Other Provisions**

### **29 Review of Deed**

- 29.1 The Parties agree to review this Deed every 5 years, and otherwise if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- 29.2 For the purposes of clause 29.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 29.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 29.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 29.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 29.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 29.1 (but not 29.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

### **30 Notices**

- 30.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
  - 30.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
  - 30.1.2 emailed to that Party at its email address set out in the Summary Sheet.
- 30.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 30.3 Any notice, consent, information, application or request is to be treated as given or made if it is:



- 30.3.1 delivered, when it is left at the relevant address,
  - 30.3.2 sent by post, 2 business days after it is posted, or
  - 30.3.3 sent by email and the sender does not receive a delivery failure message from the sender's email service provider within a period of 24 hours of the email being sent.
- 30.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

### **31 Approvals and Consent**

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

### **32 Costs**

- 32.1 Each Party is to pay its own Costs of preparing, negotiating, executing and stamping this Deed and any document related to this Deed.

### **33 Entire Deed**

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

### **34 Further Acts**

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

### **35 Governing Law and Jurisdiction**

- 35.1 This Deed is governed by the law of New South Wales.
- 35.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.



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

## **36 Joint and Individual Liability and Benefits**

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

## **37 No Fetter**

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

## **38 Illegality**

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

## **39 Severability**

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

## **40 Amendment**

- 40.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with clause 25C of the Regulation.

## **41 Waiver**

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



- 41.2 A waiver by a Party is only effective if it:
  - 41.2.1 is in writing,
  - 41.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
  - 41.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
  - 41.2.4 is signed and dated by the Party giving the waiver.
- 41.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 41.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 41.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

## 42 GST

- 42.1 In this clause:
  - Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
  - GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
  - Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a Party includes an Input Tax Credit for an acquisition made by that Party but to which another member of the same GST Group is entitled under the GST Law.
  - Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 42.2 Subject to clause 42.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 42.3 Clause 42.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 42.4 No additional amount shall be payable by the Council under clause 42.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 42.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that



are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

- 42.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 42.5.2 that any amounts payable by the Parties in accordance with clause 42.2 (as limited by clause 42.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 42.6 No payment of any amount pursuant to this clause 42, 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.
- 42.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a Cost 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 or other liability.
- 42.8 This clause continues to apply after expiration or termination of this Deed.

### **43 Explanatory Note**

- 43.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 43.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Planning Deed.



## **Schedule 1**

(Clause 10)

### **Development Contributions**

(see next page)



Column 1	Column 2	Column 3	Column 4	Column 5
Item /Contribution	Public Purpose	Manner & Extent	Timing	Contribution Value
<b>A. Monetary Contributions</b>				
1. Water Services contribution	Water	\$4,438.63 per Final Lot	Prior to the issue of each Subdivision Certificate in respect of Final Lots for the number of Final Lots created by the subdivision to which the Subdivision Certificate relates	Not applicable
2. Sewer services contribution	Sewer	\$1,513.00 per Final Lot	Prior to the issue of each Subdivision Certificate in respect of Final Lots for the number of Final Lots created by the subdivision to which the Subdivision Certificate relates	Not applicable
3. Public Service and Amenities Contribution	Off-site roads, Community Services and Administration	\$14,899.45 per Final Lot	Prior to the issue of each Subdivision Certificate in respect of Final Lots for the number of Final Lots created by the subdivision to which the Subdivision Certificate relates	Not applicable



<b>B. Dedication of Land</b>				
1. Land as public reserve	Open Space	Dedication of the Natural Vegetation Open Space Area and Recreation and Exotic Vegetation Area	Prior to or on registration of the plan of subdivision for Stage 3B.	Not applicable
<b>C. Carrying out of Work</b>				
1. Embellishment Work	Open Space and Recreation	Embellishment of the Recreation and Exotic Vegetation Area to a maximum value of \$500,000 in a manner and to an extent generally consistent with that described in the Land Dedication Requirements at <i>Annexure A – Jumping Creek Public Recreation Space</i> or as otherwise agreed with the Council  The public recreation area will include features such as playgrounds, gardens and shelters	To be progressively completed with adjoining Stage and all work to be completed prior to the issue of a Subdivision Certificate for Stage 3A	\$500,000





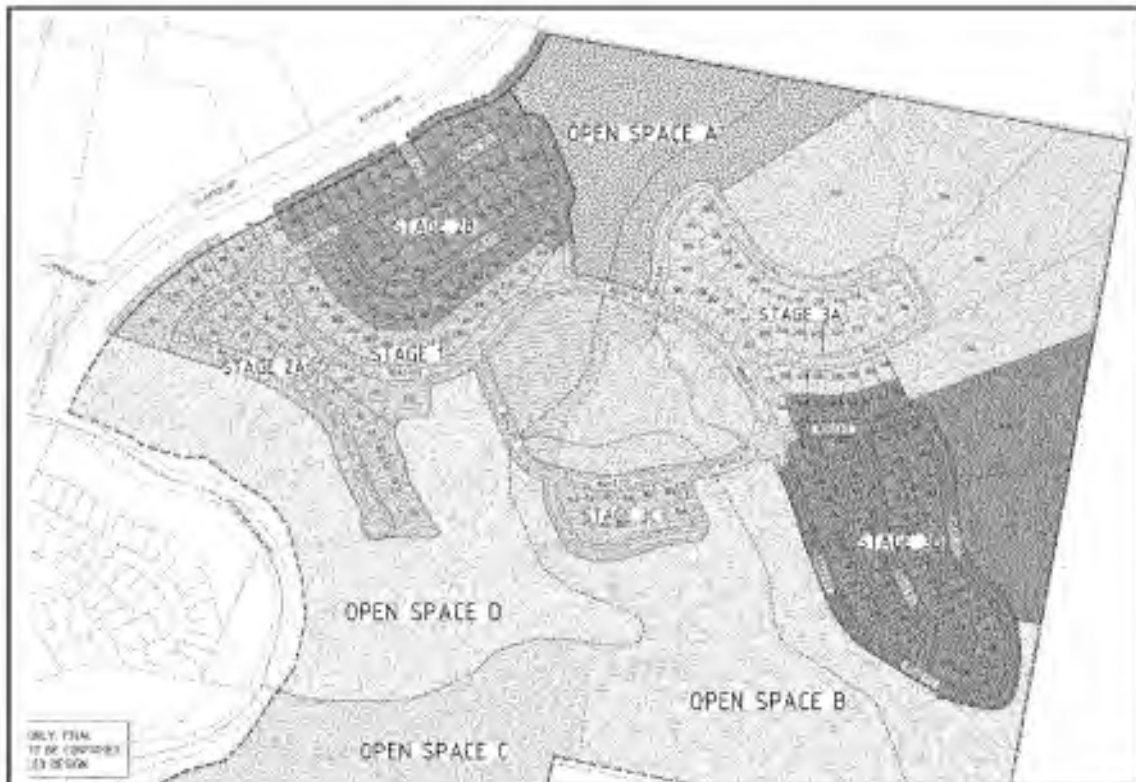
2. Environmental Improvement Works	Open Space and Recreation	Works within the Natural Vegetation Open Space Area are to be undertaken generally consistent with the annexures to the Land Dedication Requirements, including:  1. <i>Annexure B – Vegetation Management Plan;</i>  2. <i>Annexure E – Erosion Control Plan; and</i>  3. <i>Annexure F – Trail Management Plan.</i>	To be progressively completed with adjoining Stage and all work to be completed prior to the issue of a Subdivision Certificate for Stage 3B.	\$200,000 for each Open Space Area
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## Schedule 2

(Clause 1)

### Staging Plan





### **Schedule 3**

(Clause 1)

## **Land Dedication Requirements**

# Jumping Creek

## Jumping Creek LPA Land Dedication Requirements

Peet Jumping Creek Pty Ltd

ABN 35 633 663 760



**PEET** | 125  
YEARS

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## 1 INTRODUCTION

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Peet Jumping Creek Pty Ltd ('PJC') and Queanbeyan Palerang Regional Council (QPRC) have entered into a Local Planning Agreement ('LPA') under Part 7 of the NSW *Environmental Planning & Assessment Act, 1979*, in order to document agreed development contributions relating to the development of land known as Jumping Creek in Queanbeyan.

The LPA includes a requirement for PJC to dedicate certain land to QPRC as a public reserve. The purpose of this Land Dedication Requirements Report ('the Report') is to provide the details in respect of the agreed improvements that will be undertaken to the land by PJC prior to its subsequent dedication to QPRC as a public reserve.

The LPA between PJC and QPRC was executed on 9 November 2021. The Report is an appendix to the formal LPA agreed by the parties.

Jumping Creek is a proposed subdivision creating 218 residential lots, including residue land to be dedicated as a public reserve and public roads. The development works will broadly comprise:

- a) infrastructure works including external road works on Ellerton Drive, infrastructure works to connect to the existing, internal road network, and works to provide other essential utility services such as sewer and water;
- b) works to the proposed active open space areas including bio-retention/wetlands, sedimentation basins, regrading of creek lines, construction of active recreational facilities and landscaping as set out in the supporting appendices; and
- c) works to the proposed natural areas including weed removal/management, feral animal control, erosion repair, revegetation, contamination remediation and trail maintenance as set out in the supporting appendices.

Further details in respect of the works to be undertaken within items b) and c) above are listed at Sections 3.1 and 3.2 of the Report.

At that time the proposed improvement works have been completed, it is intended the public reserve land will be dedicated to QPRC consistent with the requirements of the executed LPA.

## 2 LAND TO BE DEDICATED

The public reserve land to be dedicated comprises two categories;

1. Recreation and Exotic Vegetation Area (approximately 8.7 hectares), and
2. Natural Vegetation Open Space Area (approximately 47.2 hectares).

These respective areas are shown below in the Figure 1.

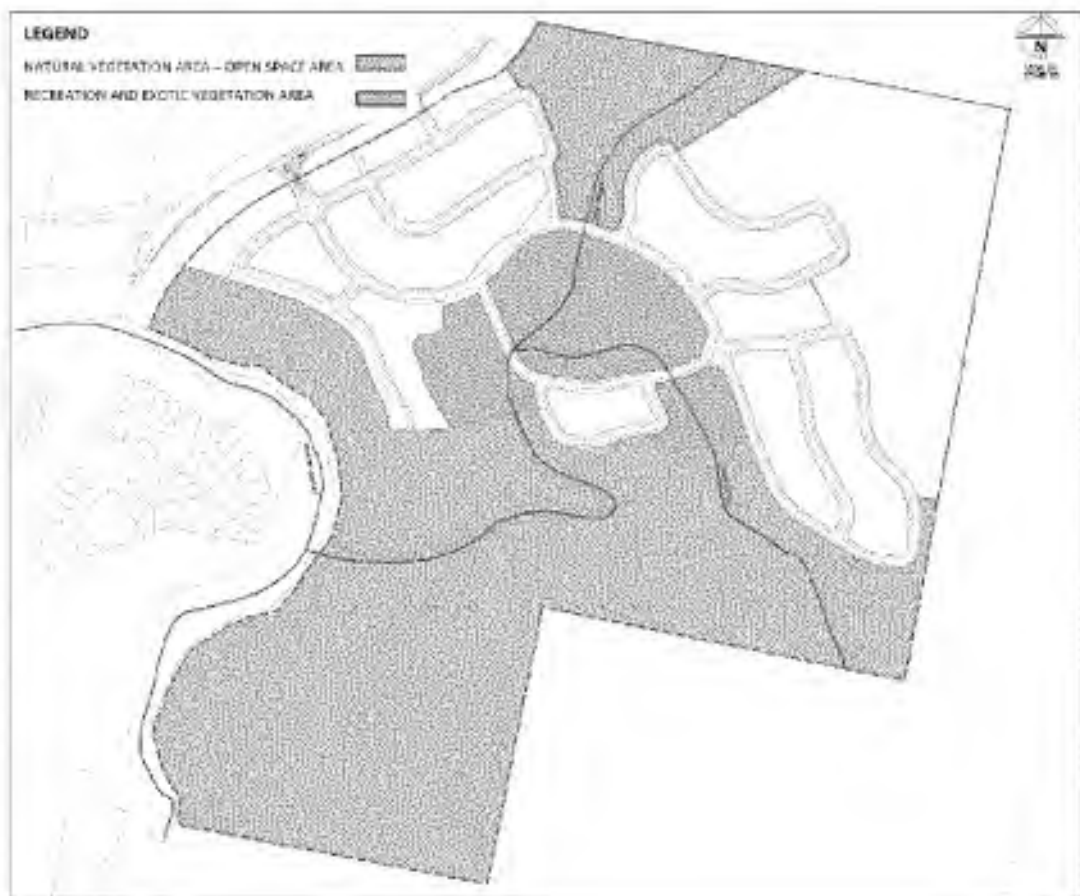


Figure 1: Land Dedication Plan

### 3 WORK REQUIRED ON LAND TO BE DEDICATED

An overview of the works required to be undertaken on the public reserve land are summarised graphically in Figure 2 below.



Figure 2: Environmental Remediation and Improvement Works



### 3.1 Recreation and Exotic Vegetation Area

This area is shown as 'green' in Figure 1 and is approximately 8.2ha in area. Embellishment works in respect of the proposed active park are to be undertaken generally consistent with the *Jumping Creek Public Recreation Space Plan* provided at Annexure A or as otherwise approved by Council.

Significant re-grading and new infrastructure will be undertaken over much of this area including the following:

- Water Sensitive Urban Design (WSUD) elements such as bio retention basins;
- Sewer pump station, sewer and stormwater pipes;
- Regrading of the creeks;
- Playground, community gathering space and footpaths; and
- Soft landscaping, trees and plants.

### 3.2 Natural Vegetation Area - Open Space

This area is shown as 'pink' in Figure 1 and is approximately 47.2ha in area. Vegetation management and related improvements on the site are to be carried out generally in accordance with the *Vegetation Management Plan* prepared by Franklin Consulting Australia PTY Limited dated 18 January 2021 as provided at Annexure B.

Works in this area will primarily involve rehabilitating the area to a more natural condition requiring weed removal, revegetation of bare areas and areas of erosion damage. It is considered the area shall be used for passive recreation for people to enjoy the open space. Works are broadly identified as:

- Access;
- Environmental contamination remediation;
- Weed removal and management;
- Feral animal management;
- Clumps of vegetation to provide fauna 'stepping stones';
- Erosion repair and revegetation; and
- Management trail maintenance.

Additional details in respect of each of these works is provided below and also in the accompanying annexures.

#### 3.2.1 Access

To restrict unauthorised vehicle access to the open space, barriers will be provided within or close to the road verges. Authorised vehicle access points will generally coincide with maintenance tracks as shown in Figure 2. Additional points may be identified and agreed with QPRC through the detailed design phase of the roads. Barriers can involve large rocks/boulders, bollards, rock batters, rock cuttings, large diameter tree stumps or logs from site and farm style fencing. The treatment to be used shall be determined through

the detailed design phase of the roads. Ranger gates will be included at the point of entry from the edge road for QPRC to gain access.

### 3.2.2 Environmental Contamination Remediation

Areas of environmental contamination have been identified in the *Contamination Assessment Report* prepared by Douglas Partners Pty Ltd dated 10 September 2020 and as provided at Annexure C. These include:

- elevated heavy metals in soil/rock following historical mining operations;
- farming sheep dip site;
- building materials remaining from demolition of historical mining and farming activities potentially containing asbestos materials; and
- dumped car bodies.

Remediation will be undertaken in accordance with all Remediation Action Plan's (RAP's) endorsed by the Environmental Auditor for the site. Existing RAP's had been prepared by Coffey Environments Pty Ltd ('Coffey') for the Sheep Dip Area and Mine Sites dated 21 October 2009 and 4 June 2010 respectively. These require updating to reflect regulatory changes as detailed at Annexure C and shall be endorsed by the Environmental Auditor prior to implementation.

The works within the RAP's will generally be consistent with those prepared by Coffey with a brief summary of each set out below:

- Ship Dip Area – excavation of contaminated soils and materials removal to a licensed waste facility, following this validation of the area will occur.
- Mine Sites and Mineral Processing Area RAP - mine shafts to be filled with soils adjacent to the shaft and area to be levelled if necessary then geofabric and 300mm of topsoil/ capping to be placed. Areas to be mapped in the prepared environmental management plan. Mineral processing area, removal of concrete and other materials to a licenced waste facility. Testing of underlying soils and removal to waste facility if any contaminates found followed by further validation.

Following remediation and validation PJC is required to obtain a Site Audit Report (SAR) and Site Audit Statement (SAS) to confirm that the land to be dedicated is suitable for use with an associated environmental management plan noting the minerals naturally occurring in the soils.

### 3.2.3 Weed Removal and Management

A significant amount of weeds will be removed through the subdivision works. Weed control is required across the proposed public reserve to varying extents as referred to in the *Vegetation Management Plan* provided at Annexure B. Aerial mapping of the heavier infestations of woody weeds (i.e. Sweet Briar and Blackberry) is provided at Annexure D. Following subdivision approval, more comprehensive mapping of weeds will be undertaken by PJC and used as the baseline for monitoring the effectiveness of proposed approaches to weed eradication (in conjunction with advice from QPRC staff).

All woody weed vegetation will be removed either by biological (animal grazing), mechanical (slashing/flail mowers) or chemical (herbicides) methods, or a combination of these. Where practicable animal grazing will initially take place in the areas of heavier infestation to reducing the

density of woody weeds and to minimise follow up mechanical and chemical methods. If animal grazing is not practical or successful, mechanical methods will take place – generally in the colder months to minimise the risk of rocks sparks causing grass fires.

Targeted chemical applications will be implemented to control isolated woody weeds and areas of herbaceous weeds with the Bradley method to follow. Particular attention will be made to weeds causing an impact to human health and amenity such as Tree of Heaven, Hemlock and various thorny weeds.

Chemical application for woody and herbaceous weeds will continue generally on a quarterly basis, depending on seasonal conditions and the growth habit of the target species.

Specific efforts to eradicate or substantially reduce other exotic grass and herbaceous species (pasture species and common rural species) which have a potential seed bank in the soil profile is unwarranted. These species are generally considered ‘naturalised’ throughout rural areas of the Southern Tablelands and, as such, efforts to eradicate them would be largely futile given their abundance throughout the wider locality. The re-establishment and appropriate natural grazing of sterile dryland grasses is likely to reduce the prominence of many of the exotic grasses within the area.

All weed removal works will be undertaken by a trained and competent personnel using weed management techniques that are targeted to the species with minimal impact upon no-target species.

Table 1 : Summary Approach to Weed Management

<b>Weed Species</b>	Woody weeds include, Blackberry, Briar Rose, African Boxthorn, Poplar & Crack Willow in creek lines, Tree of Heaven and Hawthorn. Herbaceous weeds include, Serrated Tussock, African lovegrass, Spear Saffron scotch thistles, St John’s Wort and Horehound.	
<b>Control Techniques</b>	<b>Chemical Methods</b>	High-Volume low-pressure hand spray applications, boom and boom less jet broad acre spray applications, wick applications, aerial application using drones, Cut and Dab method, Frilling basal areas, Stem and tree injection.
	<b>Mechanical Methods</b>	Slashing, flail mower, brush cutting, excavation, chainsaw
	<b>Biological Controls</b>	Animal grazing, Bradley Method.
<b>Measures of Success</b>	Removal of all woody weeds and reduction of herbaceous weeds to a density of no more than 20% observed at the commencement of weed management.	

An annual weed monitoring/inspection program, to be undertaken over spring/summer, will be implemented within the first 6 months of subdivision approval to set the base condition and to identify any regrowth and variations in population densities. QPRC shall be invited to attend weed monitoring/inspections as they occur. Mapping and reporting will record the control techniques adopted and be used to measure success as outlined in Table 1. As noted, all weed monitoring and reporting will be undertaken by trained and competent personnel using weed management techniques. Copies of these reports shall be provided to Council annually after each monitoring/inspection. As part of the handover of each of the open space areas identified in Figure 4, copies of these weed management reports shall be provided to Council.

### 3.2.4 Feral Animal Management

The feral herbivore European rabbit was detected within the development predominately in the flatter area adjacent the creeks in the Recreational and Exotic Vegetation Area and less so in the Natural Vegetation Area. Methods of control to be undertaken include poisonous baits and habitat destruction as referred to in the Vegetation Management Plan provided at Annexure B. By undertaking the earthworks within the Recreational and Exotic Vegetation Area and removing the woody weeds in the Natural Vegetation Area (as noted in the weed removal and management above) most of the warrens will be destroyed and rabbits terminated. The baiting control measure needs to be implemented early (year 1 or 2) before residents move in, but after the large earthmoving equipment has undertaken work. By waiting until after the construction equipment has been removed, there will be a true indication of whether feral animals have migrated back and pose a threat to native vegetation and soil displacement.

Table 2: Summary Approach to Feral Animal Management

Feral Species	Rabbits and foxes
Control Techniques	Habitat destruction; Baiting/trapping.
Measures of Success	Reduced pressure on native plants is observed.

### 3.2.5 Erosion Areas

Erosion control and related improvements on the site are to be carried out generally in accordance with the *Erosion Control Plan* prepared by Franklin Consulting Australia PTY Limited dated 29 January 2019 provided at Annexure E. Remedial works are required to be undertaken across the areas of erosion identified in the open space areas shown in Figure 2.

Table 3 below summarises the proposed methods and how success will be measured. Steeper and watercourse areas will require physical barriers such as coir logs, jute matting, rocks and logs to be put in place to stabilise the soil profile while the method in the below table can be established. These barriers will be put in place immediately to protect the waterways and will stay in place permanently with minor maintenance work carried out quarterly and after heavy rainfall. Coir logs and jute matting are 100% biodegradable and will breakdown in approximately 3 – 4 years.

Table 3: Summary Approach to Erosion Control

Method	Diversion banks, light scarify, placement of soils from subdivision area, placement of rip rap rock and seed and mulch bare areas To revegetate hand plant 0.5m to 1m apart.
Measures of Success	Remedial works to the erosion areas.

### 3.2.6 Revegetation

Revegetation and related improvements on the site are to be carried out following removal of weed cover and disturbance of soils associated with the works generally in accordance with the:

- *Vegetation Management Plan* provided at Annexure B;
- *Erosion Control Plan* provided at Annexure E; and
- *Trail Management Plan* provided at Annexure F.

A combination of native grasses and sterile dryland grass re-establishment and encouragement program will be implemented throughout the area. Additionally, clumps of trees and shrubs will be planted to create fauna stepping stones between the Queanbeyan River and the existing heavily treed land to the east and south. These clumps will be a maximum of 50m diameter, contain 4 to 8 trees (tubestock) and be approximately 100m apart as shown in the Open Space and Landscape Plan at Figure 3. The clumps are located to utilise existing native vegetation and augment this vegetation as necessary to achieve the desired area.

It will be important to revegetate in line with weed management practices in order to minimise the displacement of the soil profile. Sterile dryland grass seed shall be used to provide an initial coverage whilst the native plants are becoming established. Repair of erosion and barren soiled areas is required to stabilise the soil profile and discourage ongoing weed infestations.

The program will involve the reestablishment of species outlined in Table 4 below. These plants will be re-established or boosted via the spreading of fertile seed and/or planting of tube stock across the area where disturbance to the soil surface has occurred either naturally or during the removal of weed species.

Table 4: Summary Approach to Revegetation

<b>Method</b>	In non-eroded bare areas hand planting of mixed species of tubestock in clumps 1m apart allowing plants to self-germinate over time and fill in the gaps between planting. In eroded areas hand plant of mixed species of tubestock 0.5m to 1m apart.  Revegetation of existing open areas will be predominantly with grasses and scattered clumps of trees/shrubs. Revegetation of the creek line will include a combination of grass and tree/shrub plantings.
<b>Recommended Species</b>	Acacia, Hardenbergia, Callistemon, Chrysocephalum, Eucalyptus, Casuarina, Lomandra, Poa, Themeda, Austroanthonia, Austrostipa, Microleana.
<b>Measures of Success</b>	Replanting of native tree/shrub species and re-vegetation with natives and non-invasive grasses to a coverage no less than 40% vegetation.

The success of the grass reestablishment and encouragement program will be determined through the conducting of monitoring events by appropriately qualified and experienced personnel (botanist, ecologist, bush regenerator, etc) accompanied by Council (if available) and undertaken twice annually (spring and autumn) following the spreading of the seed. The annual monitoring events will continue until the seed comprise a minimum of 25% of the groundstorey cover within the reestablishment areas.

At each monitoring event, one (1) 4m<sup>2</sup> (i.e. 2m x 2m) sampling plot per 1,000m<sup>2</sup> will be randomly located within each reestablishment area. The groundstorey biomass percentage of native plants within each sampling plot will be estimated and used to produce an average biomass percentage for the species within the polygon. If the biomass percentage is insufficient, further seed spreading or infill planting with these species will be undertaken to achieve the desired coverage

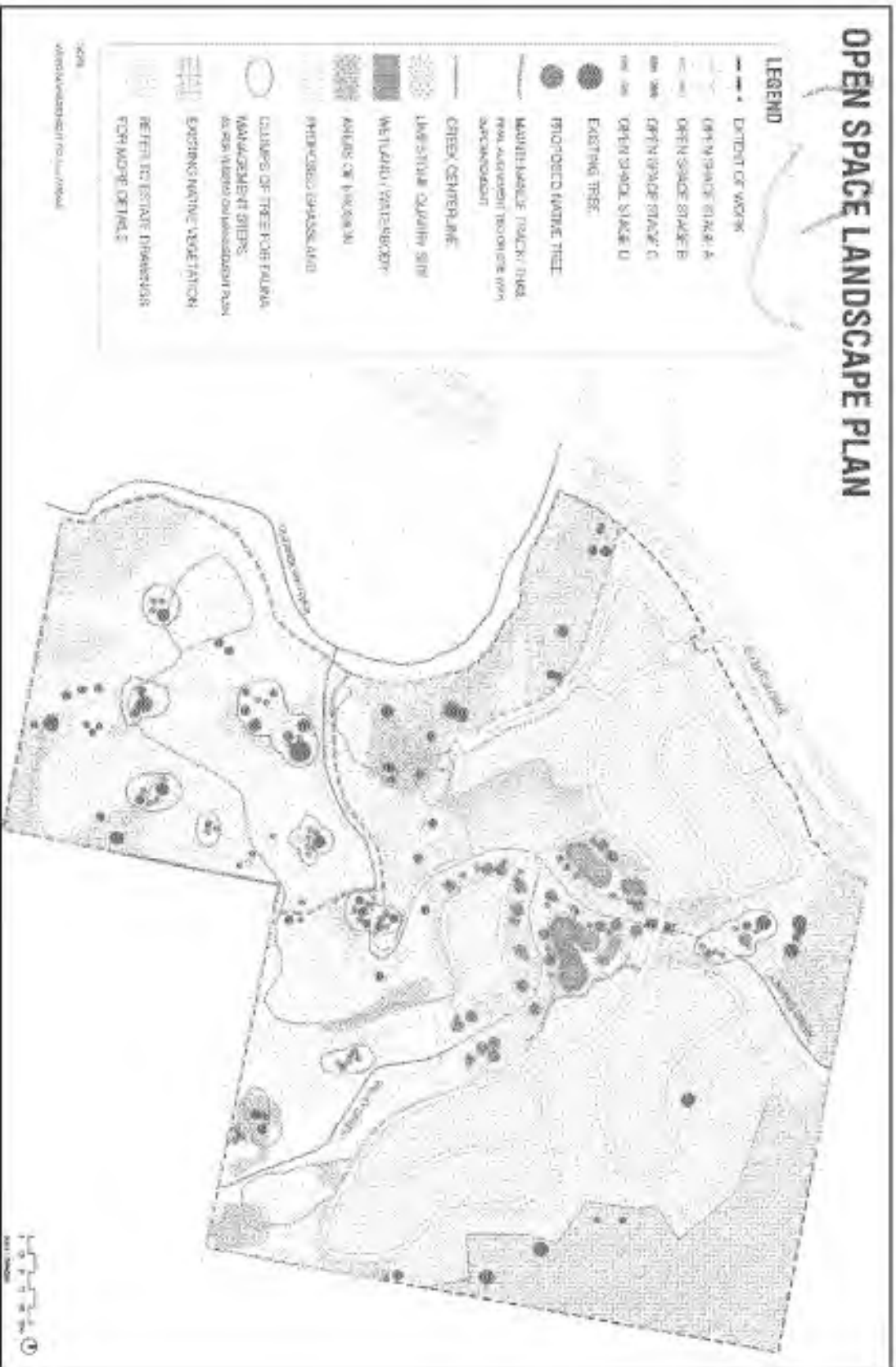


Figure 3: Open Space Landscape Plan

### 3.2.7 Trails

Trail management and related improvements on the site are to be carried out generally in accordance with the *Trail Management Plan* prepared by Franklin Consulting Australia PTY Limited dated 30 May 2019 and provided at Annexure F.

It is intended that a number of existing tracks on the site will be closed as a part of the improvement works, however a series of identified trails will remain open to provide future Council access to the land and for passive recreational use by the community.

Table 5 below summarises the proposed method and how success will be measured.

Table 5: Summary Approach to Trail Management

Method	Existing trails will be improved by minor shaping, overland flow drains, swales and associated erosion control measures. Existing trails will be removed by overland flow drains and swales, placement of topsoil from subdivision area, revegetate (as per section 3.2.5)
Measures of Success	Removal and/or improvement of Existing Trails.

### 3.2.8 Heritage

#### i) Aboriginal Heritage

There are a number of known Aboriginal heritage values on the site. Any impacts on Aboriginal heritage will be managed via the subdivision application process, and where required, an Aboriginal Heritage Impact Permit (AHIP) will need to be issued by the NSW Department of Planning Industry & Environment (Biodiversity and Conservation Division) under section 90 of the NSW *National Parks and Wildlife Act 1974*.

Aboriginal objects may be present on the proposed public reserve following completion of works under the LPA.

#### ii) European Heritage

Any impacts on European heritage will be managed via the subdivision application process and in accordance with the applicable local environmental plan (LEP). It is proposed to restore the face brickwork on the Marchion limestone kiln and undertake improvements to the two existing quarry sites to provide pedestrian access and ensure public safety measures are in place prior to the area being opened for use by the community.

### 3.3 Perpetual Monitoring and Management by Council

As noted in Section 4, PJC will work collaboratively with QPRC to manage the handover of all measures outlined above. Following handover to QPRC, monitoring and management of native vegetation and weeds will be conducted on an ongoing basis as required by QPRC policy.

## 4 STAGING AND TIMING FOR HANDOVER

The majority of the land to be dedicated has a minimum lot size of 40ha within the Queanbeyan LEP. To permit public access to areas of the land it will be necessary to gift the lot to Council as public reserve. Under Exempt and Complying SEPP (Subdivision) it is allowable to have a lot size less than the LEP minimum if that lot is being created for Public Reserve. As such, public reserve lots will be created as works are sufficiently completed and considered safe for public access..

The LPA requires each area of works to be progressively completed with the adjoining Stage of subdivision. It is PJC's intention to complete each area of the works as soon as practicable recognising that weed removal & management and revegetation works are largely dependent on seasonal conditions. The LPA makes allowance for the provision of security for incomplete works at the time of applications for subdivision certificate.

Works will generally be completed and handed over to Council for ongoing management in stages as shown in Figure 4.

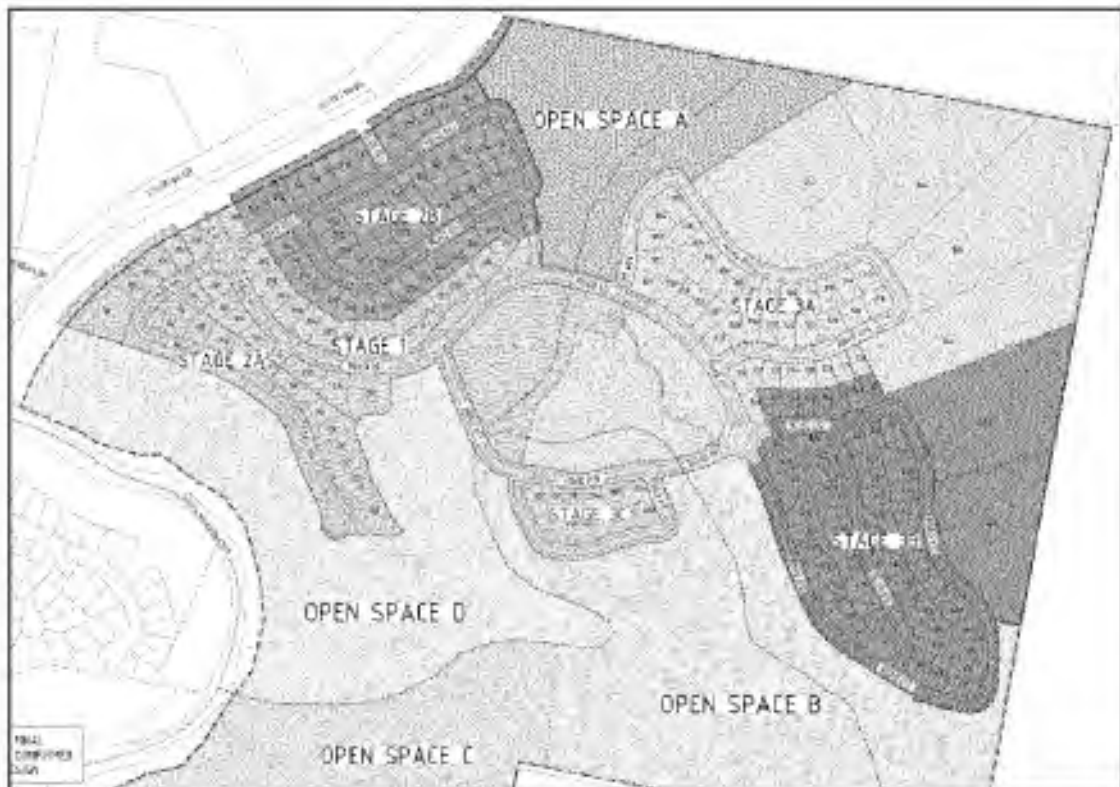


Figure 4: Staging Plan

### 4.1 Recreation and Exotic Vegetation Area

As the works are predominantly new infrastructure and recreational facilities associated with the subdivision the works in this area will be completed in 2 stages and be delivered with the adjacent



stage of subdivision works. Handover of these works would be the same as a normal subdivision certificate process with any incomplete works being valued and bonded until complete and accepted by Council.

#### **4.2 Natural Vegetation Area - Open Space Areas A to D**

It is anticipated that the works in the Natural Vegetation Area will be completed in 4 areas. Each area is sufficiently geographically separated to permit easy identification. By creating these 4 areas it is considered that works can be concentrated to aid in handing over areas to Council. As an example the extent of works required in Area A are reasonably minor and could be completed in a much shorter time period than works in Area C where there is extensive woody weeds and erosion stabilisation necessary.

In addition to the annual inspections noted in Section 3, as an area is complete, final inspection shall be arranged with the relevant QPRC Staff to formalise the handover of that area. All areas shall be completed before the completion of the last stage of the subdivision works.

## **ANNEXURE A JUMPING CREEK PUBLIC RECREATION SPACE**

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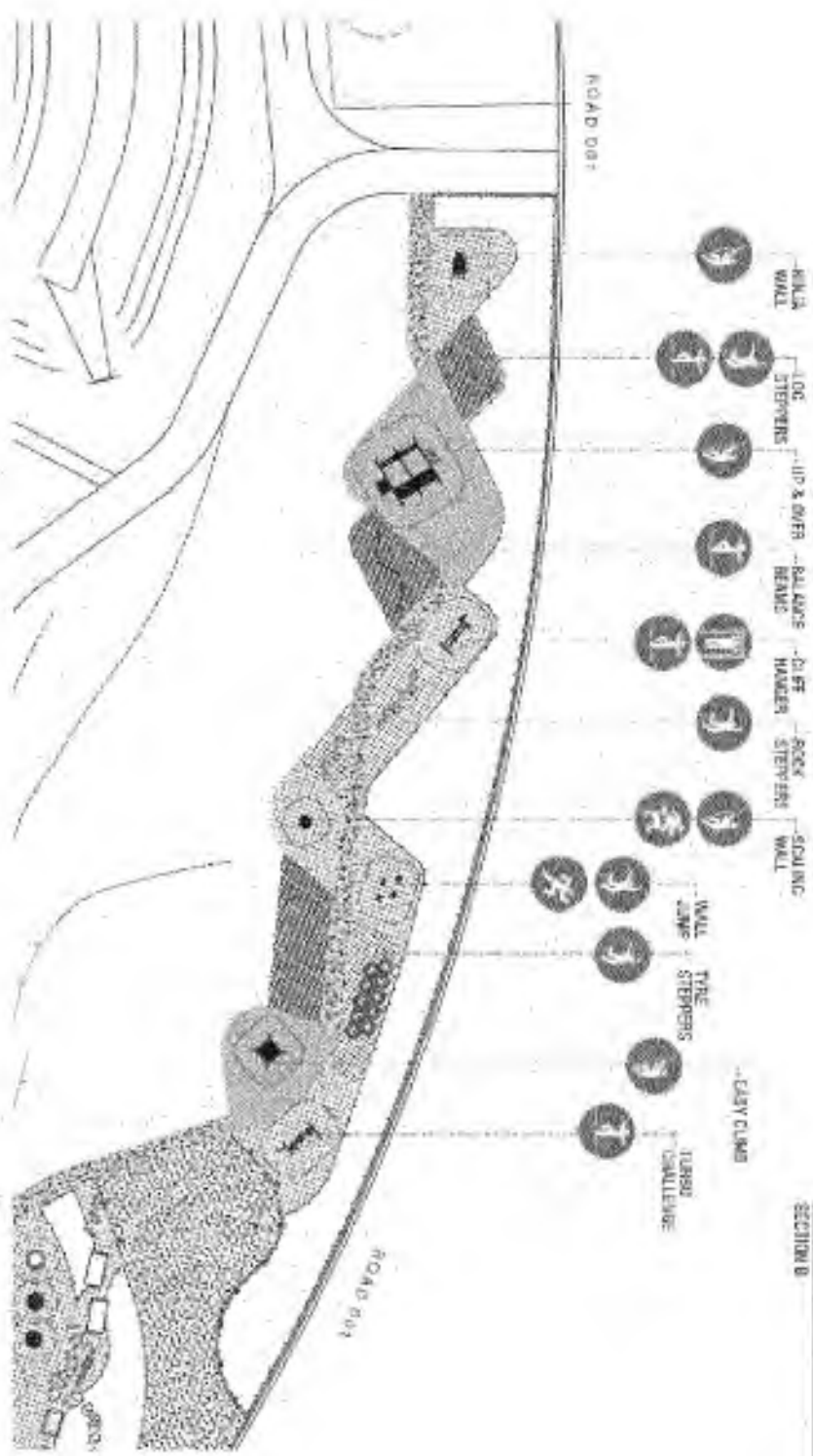
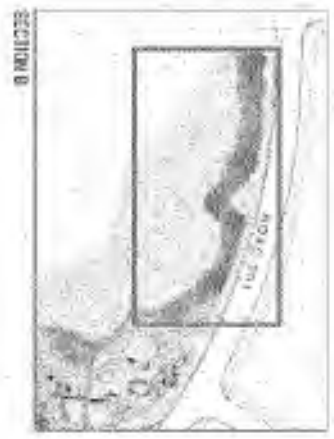




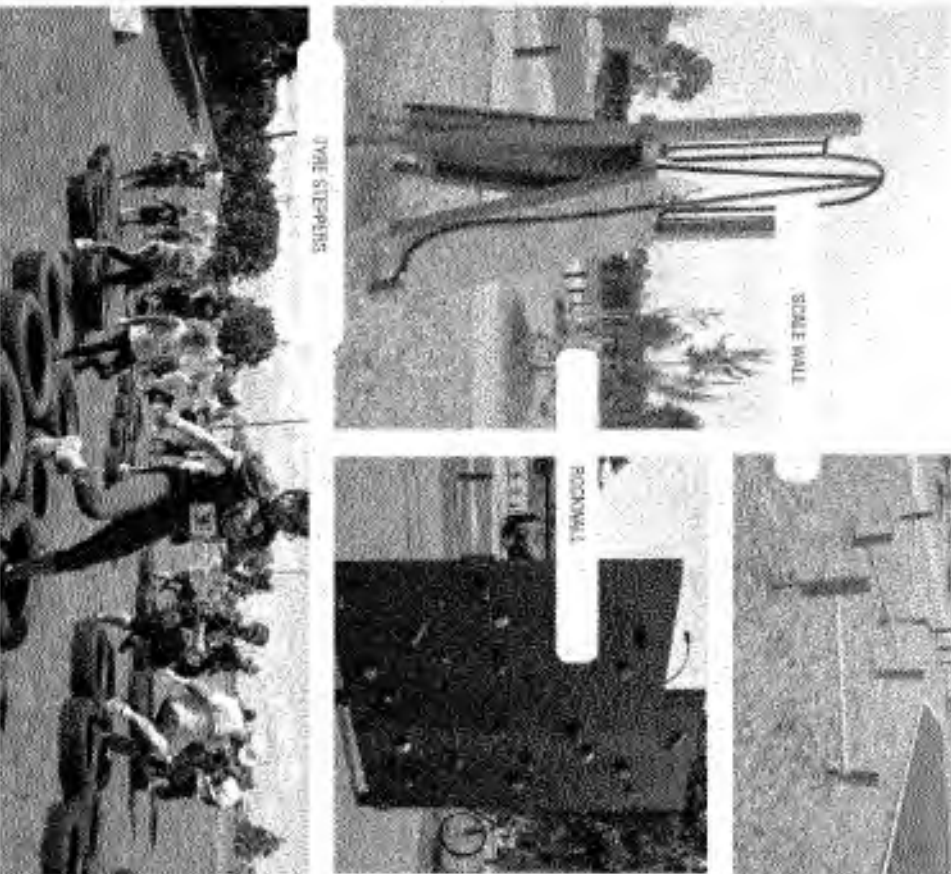
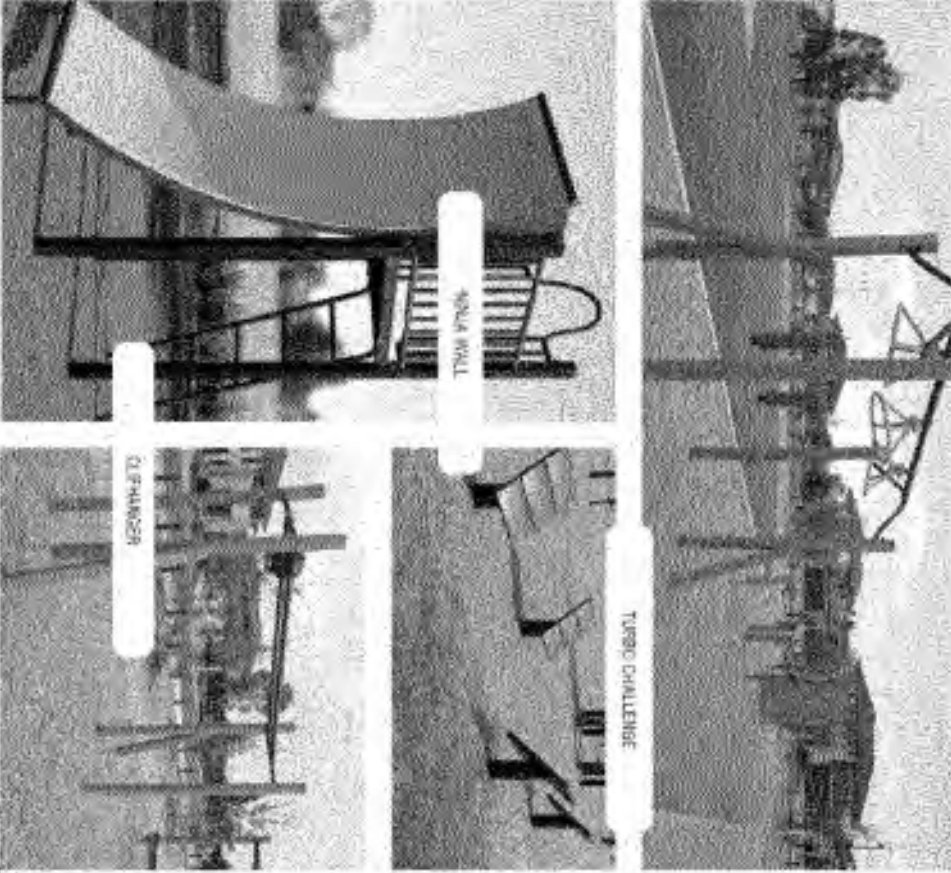
# GENERAL ARRANGEMENT PLAN

## MAIN RESERVE - NINJA WARRIOR

- BALANCING 
- CLIMBING 
- SLIPPING 
- REARMS 
- HANGING 
- HOPDOL 



**PRECEDENT IMAGES - NINJA WARRIOR COURSE**



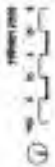
11

# BUSH TUCKER TRAIL

● SMALL STRUCTURE  
← → DIRECTION



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## **ANNEXURE B    VEGETATION MANAGEMENT PLAN**

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**SOIL AND WATER**

## **VEGETATION MANAGEMENT PLAN**

**GREENLEIGH HOUSING DEVELOPMENT**

**JUMPING CREEK NSW**

**Version 05**

**18 January 2021**



**FRANKLIN CONSULTING AUSTRALIA PTY LIMITED**

abn 59 611 394 953  
[www.soilandwater.net.au](http://www.soilandwater.net.au)



## SOIL AND WATER

### OUR COMPANY

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We provide our services to individual land holders, sub-division developers, surveyors, commercial business owners, and land development and regulatory agencies.

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## 1. SUMMARY

Soil and Water (Franklin Consulting Australia Pty Limited) was engaged by Peet Limited to develop a Vegetation Management Plan to support a housing development at Lonergan Drive, Greenleigh. The development involves residential dwellings, with a large residual area to be dedicated as Public Reserve with provision for recreation by residents and the public. It is intended that this Public Reserve be vested to Council for long term management, following an initial period of intensive remedial works involving primarily weed removal and revegetation of eroded areas.



**Figure 1: Location of the proposed residential development – Lot 5 DP1199045**

This Vegetation Management Plan is one of three reports being prepared by Franklin Consulting Australia, the others being an Erosion Control Plan and Trail Management Plan. Those will be delivered as separate reports.

A site inspection was carried out Thursday 16 August 2018, where vegetation, soil and biodiversity were assessed. The site was divided up into three different zones based on biodiversity values, proposed future land management approaches, and what is realistically achievable. These zones are summarised in the next section and shown below (Figure 1).

The Vegetation Management Plan describes the biodiversity values, land management goals, short term vegetation management actions and long term-ongoing vegetation management actions for each of the zones. The vegetation management actions are reasonably prescriptive however include flexibility in the number and location of biodiversity stepping-stones to be established throughout the site. This enables stepping-stones to be integrated into the overall landscape plan for the development whilst still achieving the biodiversity outcomes. The Open Space Landscape Plan shows where the stepping-stones will be established across the development, refer **Appendix 1**.



Figure 1: Vegetation Management Zones

## **2. ZONING SUMMARY**

### **Zone 1a: Natural areas passively managed for ecological outcomes**

This includes management of council maintenance trails as part of the Strategic Trail Network (refer to the Trail Management Plan). In this zone, minimal active land management is required, generally limited to noxious weed control, feral animal management and trail maintenance. This zone also includes some of the proposed large residential lots and the landholder management requirements are generally limited to those requirements imposed under noxious weed and feral animal control legislation.

### **Zone 1b: Natural Areas not identified for housing and actively managed for ecological outcomes**

This area exhibits high biodiversity and ecological values and should be managed primarily for this purpose, with passive recreation such as walking trails. The trail network would be prioritised based on council maintenance access requirements and recreation. The trail network could also be used as walking trails and could incorporate interpretive signage featuring Aboriginal and European culture and ecological values of the area. Land management requirements are minimal and include weed control, feral animal management, fire hazard reduction and management, trail maintenance and strategic revegetation to achieve specific outcomes such as habitat for threatened species known to occur on the site.

### **Zone 2: Environmental recreation areas adjacent to housing and infrastructure**

These areas should be managed for environmental and recreational outcomes including passive and active recreation such as playgrounds and picnic areas. A mix of native and exotic plantings could be planted alongside retained non-invasive exotics (e.g. Poplars), in conjunction with lawn areas and landscaped gardens. Land management activities include weed control and feral animal management, strategic native revegetation to create ecological stepping stones along the riparian (creek) corridor (to provide a functional linkage between native areas upstream and downstream of this zone), and management of existing exotic trees. Some of this zone is also covered by the Landscape Plan prepared for the development, particularly the riparian areas. Where this is the case the land and vegetation management proposed in the Landscape Plan is consistent with this plan. This zone also covers some of the large lots proposed along the eastern boundary. The land management recommended for this area is considered consistent with private ownership.

### **Zone 3: Recreational areas managed to provide public open space for recreational activities**

This zone includes exotic plantings (and potentially some ornamental natives and shade trees) and landscaping with lots of grassed open areas. Consideration could be given to incorporate some built infrastructure such as playgrounds, flying fox, picnic and BBQ areas and toilet/shelter facilities. Planting locations would focus on amenity and shade but also to minimise reinfestation of the site with invasive detrimental species. Land management required will include weeds and feral animal control and intensive vegetation removal (pest species as well as noxious). Detailed management measures for this zone are also provided in the Landscape Plan prepared for the development which are consistent with the measures proposed in this plan.

### 3. VEGETATION MANAGEMENT PLANNING

The Vegetation Management Plan will address the following issues within each zone:

- **Biodiversity and Vegetation Values** including identification of any threatened flora and fauna species and/or threatened ecological communities.
- **Current Condition** including the trajectory of condition where known.
- **Key Threatening Processes** including weeds, feral animals, fire regimes, human activities.
- **Land Management Objectives** including environmental and social outcomes desired from management of the unit.
- **Short Term Vegetation Management Actions over a 2-3-year timeframe including:**
  - Type and location of weed control activities - timing & staging and measures of success.
  - Type and location of feral animal management activities - timing & staging and measures of success.
  - Revegetation activities - site preparation, planting techniques, timing, follow up maintenance including weed control, expected survival rates and monitoring.
  - Fire management – fire frequency, seasonal timing and intensity.
  - Vegetation condition performance measures – annually for 3 years.
- **Long Term Vegetation Management Actions to be implemented as part of an ongoing annual works program including:**
  - Annual weed control including triggers, methods, locations, timing & staging of activities and measures of success.
  - Annual feral animal management activities including triggers, timing & staging of activities and measures of success.
  - Fire management activities including hazard reduction, ecological burning, and weed control - fire frequency, seasonal timing and intensity.
  - Vegetation condition performance monitoring.

### 3.1. GENERAL OVERVIEW

The vegetation communities in both Zones 1a and 1b are of a high quality that lend themselves to conservation and low impact nature-based recreation. This will enable people to enjoy a natural experience in their own backyard surrounded by wildlife. Management of these areas is relatively straight-forward and natural regeneration processes will reduce ongoing management effort and costs. In these areas there are significant patches of remnant vegetation with native grass understory providing habitat for several threatened species. Minimal intervention is required for long term management of these sites. These zones are physically separated, but the vegetation management principles apply to both.

Zones 2 and 3 are highly modified and consist of very dense exotic vegetation with very limited habitat value for wildlife. Whilst these zones lend themselves to higher impact recreational activities in future, a considerable amount of preliminary work needs to be undertaken to enable people to access and enjoy these areas. Dominant weeds include Blackberry, Serrated Tussock, Hawthorn and a number of annual herbaceous weeds.

### 3.2. ZONES 1A AND 1B NATURAL AREAS

Zones 1a and 1b have similar values and as such have been combined under the broader heading of natural areas in this report.

#### (a) Biodiversity Values

Although these sites are not in 'reference' condition, biodiversity is very high due to the structural and species diversity across these areas. The dominant vegetation types are Dry Sclerophyll forest dominated by Brittle Gum, Stringybark and Peppermint on the upper slopes, and Box Gum Woodland (a threatened Ecological Community) dominated by Yellow Box, Red Box and Red Gum on the mid to lower slopes with a variable ecotone in between the two, consisting of elements of both these communities.

There are also patches of Drooping She-Oak which are valuable food for the Glossy-Black Cockatoo. Much of the area has been cleared but some sizeable remnant patches remain, interspersed with secondary grasslands and regenerating native vegetation, in particular *Kunzea ericooides* (Burgan) which is a primary coloniser. The creek area has a reasonable diversity of native species such as River Bottlebrush, particularly in steeply incised areas where they have been protected from clearing and grazing. A number of non-vegetation features also occur including rocky outcrops and variable topography that provide diverse habitat niches for wildlife.

There are good riparian linkages to the Queanbeyan River in zone 1b, which has many biodiversity values, and importantly is a source area for recolonisation of the area by plants and animals. **Table 1** is a list of vegetation species observed in Zone 1 during a site visit in August 2018. It should be noted that this list is limited due to the winter season, heavy grazing and drought severely affecting the groundcover layer.



**Table 1 Species observed during August 2018. Due to dry conditions and the season (winter), groundcover was heavily grazed and / or dormant and difficult to assess. It is recommended a vegetation assessment is carried out in spring to obtain a more complete species list (if required).**

<b>Overstorey</b>	
<i>Allocasuarina verticillata</i>	Drooping She-Oak
<i>Eucalyptus blakelyi</i>	Blakely's Red Gum
<i>Eucalyptus dives</i>	Broad-leaf Peppermint
<i>Eucalyptus goniocalyx</i>	Mealy Bundy
<i>Eucalyptus macrorhynca</i>	Red Stringybark
<i>Eucalyptus mannifera</i>	Brittle Gum
<i>Eucalyptus melliodora</i>	Yellow Box
<i>Eucalyptus polyanthemos</i>	Red Box
<i>Salix babylonica</i> * (creek areas only)	Weeping Willow
<i>Salix fragilis</i> * (creek areas only)	Crack Willow
<b>Midstorey</b>	
<i>Acacia dealbata</i>	Silver Wattle
<i>Acacia melanoxylon</i>	Blackwood
<i>Acacia parramattensis</i>	Parramatta Wattle
<i>Acacia rubida</i>	River Bottlebrush
<i>Callistemon sieberi</i> (creek areas only)	Red-stem Wattle
<i>Cassinia longifolia</i>	Long-leaved Cassinia
<i>Kunzea ericoides</i>	Burgan
<i>Rubus fruticosus</i> *	Blackberry
<i>Rosa rubiginosa</i> *	Sweet Briar
<b>Groundcover</b>	
<i>Carex appressa</i> (creek only)	Tall Sedge
<i>Cirsium vulgare</i> *	Spear Thistle
<i>Danthonia sp</i>	Wallaby Grass
<i>Joycea pallida</i>	Red-anther Wallaby Grass
<i>Microlaena</i> (moist areas)	Weeping Grass
<i>Marrubium vulgare</i> *	Horehound
<i>Nassella trichotoma</i> *	Serrated Tussock
<i>Stipa sp</i>	Spear Grass
<i>Vittadinia muelleri</i>	Narrow-leaf Daisy
Various species of Lichen – very high occurrence	
*Exotic	

### **(b) Current Condition**

The condition of these zones overall is good, with habitat for a number of threatened species including the Scarlet Robin (sighted during a site visit in August 2018), Flame Robin, Glossy Black Cockatoos and other important birds, as well as potential habitat for Pink-tailed Worm-lizards and other reptiles in the numerous rocky outcrops.

The Box Gum Woodland is an Endangered Ecological Community (EEC) and should be protected to the highest degree. As these sites aren't in 'reference' condition with a history of clearing, mining and other modifications, it is appropriate to carry out low impact activities at these sites.

### **(c) Key Threatening Processes**

There are a number of weeds present across the site including Serrated Tussock, Briar and Blackberry, but these are within manageable levels. Feral Animals include rabbits, foxes and possibly deer (although this would need to be confirmed) and pose possibly the highest threat to biodiversity.

Being a housing development there is the risk that cats will become an issue in future for native wildlife. Similarly, humans walking dogs off-lead through the conservation zones will also have some impact but if managed well this should pose only a minor threat (as is the case for the Nature Parks and Reserves around Canberra).

Other possible threats include trail bikes and other vehicle access which can be managed with signs and gates, and by assuring community ownership of the site.

### **(d) Land Management Objectives**

Conservation and low impact recreation such as walking, birdwatching, picnicking.

**(e) ZONES 1a & 1b: Short (2-3 years) and Long Term (3+ years) Management Actions**

Revegetation	
Configuration	<p>Clumps with approximate 50m diameter located in key areas to provide maximum connectivity.</p> <p>A minimum of 5 clumps (10 clumps through Zones 1 &amp; 1b would be optimal) should be planted with approximately 100 m between clumps.</p> <p>Siting of clumps should connect remnant vegetation through the creation of stepping stones but should also be chosen to maximise planting efficiency and likelihood of survival. Steep rocky areas should be avoided.</p> <p>The 7 stepping-stone clumps identified in the Open Space Landscape Plan (<b>Appendix 1</b>) should provide an adequate number, size and spacing to achieve the biodiversity outcomes for the zone.</p> <p>Species selection should focus on understory plants in these zones as there is not as much diversity in this structural layer as the overstorey layer.</p>
Establishment Technique	Hand Planting of mixed species of tubestock (trees and shrubs). Forestry tubes and / or Hiko cells are suitable providing site preparation is carried out properly.
Timing	Autumn, Winter and Spring
Site Preparation	Auger holes (hand-held or machine-based equipment) followed by over spraying using Glyphosate. Prepared planting holes should be a minimum of 75cm diameter (soil) and 1m diameter (spraying).
Density	5m apart. Mixed species.
Guards	Corflute GreenGuards 650mm with 1 hardwood stake. Cardboard cartons are not recommended due to the number of browsing animals (Kangaroos, Wallabies, Rabbits).
Other establishment considerations	Plants need to be watered in and would benefit from weed matting to reduce evaporation and minimize weed establishment in disturbed soil around plants.
Suitability for Ongoing Community Maintenance	Ideally establishment of plants will be all that is required other than removal of guards when trees are big enough. The community may ultimately form an environmental 'Parkcare' style group which will could potentially expand on conservation works and maintain existing sites by weeding, replanting and some monitoring.
Survival expectations	Minimum 70%. Shallow soils, steep topography in places, dry. Species will need to be carefully selected and hardened plants sourced.
Species List	<i>Eucalyptus dives</i> , <i>E.macrorhycha</i> , <i>E.mannifera</i> , <i>E.gonicalyx</i> , <i>Allocasuarina verticillata</i> , <i>Acacia implexa</i> , <i>A.dealbata</i> , <i>A.parramattensis</i> , <i>A.genistifolia</i> , <i>Brachychiton populneus</i> , <i>Daviesia leptophylla</i> , <i>Daviesia latifolia</i> , <i>Hardenbergia violaceae</i> .
Long Term Management Actions	Annual monitoring to ensure an average 70% survival rate is being achieved, with some replacement plantings where required. Watering may be necessary during severe droughts but once plants are established this should not be required. Removal of guards at year 5 onwards. This would be a suitable activity for a local community group. Revegetation success and vegetation condition performance monitoring could be undertaken using Vegwatch protocols set up for the ACT and Region <a href="http://mli.org.au/files/Vegwatch%20Manual.pdf">http://mli.org.au/files/Vegwatch%20Manual.pdf</a>

<b>Weed Control</b>	
Weed Species	Noxious weeds include Serrated Tussock ( <i>Nassella trichotoma</i> ), Blackberry ( <i>Rubus fruticosus</i> ), Briar ( <i>Rosa rubiginosa</i> ), Horehound ( <i>Marrubium vulgare</i> ). Some Crack Willow ( <i>Salix fragilis</i> ) in creek lines.
Infestation Level	Moderate
Control Techniques	Spot spray (vehicle Quikspray unit and / or backpack depending on access) using appropriate chemicals for different weed types. Willow species – stem injection using Glyphosate.
Timing	Initial knockdown over the growing months, then ongoing follow-up spraying annually for the first 3 years to achieve an effective knock-down. Ongoing control will depend on results of the weed monitoring program to address any site-specific outbreaks as they occur, but this should be at the maintenance level if years 1-3 were undertaken effectively.
Measures of Success	Reduction in the area of weed species. On site visual inspections (and preferably mapping) of weed infestations in association with photo monitoring (and aerial photo analysis over the longer term if available).
Long Term Management Actions	A programmed annual site inspection for the spread of weeds will be necessary and follow up spraying or cut and dab activities undertaken in response by Council and / or the community as appropriate. This follow up will be essential to maintain biodiversity values of the site and reduce threats to important ecosystems, and to ensure longevity of the initial investment in knock down. If an annual program is adhered to, long term issues will be avoided. Creek and River areas will be a hotspot due to the continued supply of seed and vegetative material. Revegetation activities in problematic areas may need to be undertaken to provide competition.

<b>Feral Animal Control</b>	
Species	Rabbits, Foxes
Techniques	<p>There are several methods to control rabbits and foxes with the main methods involving poisonous baits, habitat destruction (ripping warrens) and direct elimination (shooting). With plans to develop the adjacent area as a housing estate, methods for ongoing control of feral animals will become limited. It is therefore recommended that any program to control feral animals be put in place early to knock down populations as far as possible prior to residents moving in. Once the estate is established, baiting will not be possible due to pet dogs and cats, and similarly activities such as shooting will be very limited if feasible at all.</p> <p>Fox Control best practice:  <a href="https://www.environment.nsw.gov.au/topics/animals-and-plants/pest-animals-and-weeds/pest-animals/foxes/guidelines-for-fox-control">https://www.environment.nsw.gov.au/topics/animals-and-plants/pest-animals-and-weeds/pest-animals/foxes/guidelines-for-fox-control</a></p> <p>Rabbit control best practice  <a href="https://www.dpi.nsw.gov.au/biosecurity/vertebrate-pests/pest-animals-in-nsw/rabbits/rabbit-control">https://www.dpi.nsw.gov.au/biosecurity/vertebrate-pests/pest-animals-in-nsw/rabbits/rabbit-control</a></p>
Timing	Years 1-3 (prior to residents moving in)
Monitoring	Annual spotlight counts to determine abundance.
Measures of Success	Feral animal populations can be knocked down sufficiently to reduce pressure on native plants and animals but due to feral animal populations in surrounding areas, elimination will be unachievable. Spotlight counts before and after control programs are implemented will help to determine changes in numbers. This should be undertaken annually in established transects. This could ultimately become a community activity combining wildlife surveys.
Long Term Management Actions	Ongoing rabbit and fox control is likely to be very difficult around housing estates, and feral animals will continue to invade from the surrounding landscape in the absence of a landscape-scale baiting program. Therefore, an intensive initial control program during the first 3 years is critical to try to significantly reduce numbers in the first instance. Other activities that may assist is to reduce habitat cover by avoiding the build-up of dense shrub or hedge areas or dense piles of woody debris.

<b>Fire Management</b>	
Purpose	Hazard Reduction only
Short and Long-Term Management Actions	Use of fire will centre around hazard reduction and asset protection as a part of broader fire management plans for the District. While woodland communities would potentially benefit from cool mosaic burning, this is unlikely to be implemented given the proximity of the conservation areas to future housing and the limited resources allocated for this. Any potential future plans for ecological burning will need to be specifically developed on a site by site basis.

### 3.3. ZONE 2 ENVIRONMENTAL RECREATION AREAS

#### (a) Biodiversity Values

Biodiversity values are very low in this zone. There is a dominance of exotic species which comprise over 80% of the vegetation mass. Dominant species include Blackberry, Willow, Poplars, and Serrated Tussock. There is some native vegetation interspersed among the exotics but very little and only very common species such as *Acacia* and *Kunzea*. There are a small number of River Bottlebrush along the creek. **Table 2** shows the species observed during a site visit in August 2018.

**Table 2 Species observed during August 2018. Due to dry conditions and winter, groundcover was heavily grazed and / or dormant and difficult to assess. Bare ground was very high. It is recommended a vegetation assessment is carried out in spring to obtain a more complete species list if required.**

<b>Overstorey</b>	
<i>Crataegus monogyna</i> *	Hawthorn
<i>Populus nigra</i> *	Lombardy Poplar
<i>Salix babylonica</i> * (creek areas only)	Weeping Willow
<i>Salix fragilis</i> * (creek areas only)	Crack Willow
<b>Midstorey</b>	
<i>Acacia dealbata</i>	Silver Wattle
<i>Acacia melanoxylon</i>	Blackwood
<i>Acacia parramattensis</i>	Parramatta Wattle
<i>Acacia rubida</i>	Red-stem Wattle
<i>Callistemon sieberi</i> (creek area only)	River Bottlebrush
<i>Kunzea ericoides</i>	Burgan
<i>Rubus fruticosus</i> *	Blackberry
<i>Rosa rubiginosa</i> *	Sweet Briar
<b>Groundcover</b>	
<i>Coryza albida</i> *	Fleabane
<i>Cirsium vulgare</i> *	Spear Thistle
<i>Marrubium vulgare</i> *	Horehound
<i>Nassella trichotoma</i> *	Serrated Tussock
*Exotic	

#### (b) Current Condition

Current ecological condition is very poor due to the very high weed infestation, high bare soil and very low native diversity. The riparian zone is ecologically very poor with little ecological function.

#### (c) Key Threatening Processes

The primary key threatening processes are weeds and feral animals. The weeds offer some habitat for a very limited suite of the more mobile native animals (mainly birds) but their value in this regard is low. In terms of feral animals, there were many rabbits sighted during a site visit in August 2018 along with a number of fox scats. Although the impacts of these animals on the ecological values within this zone itself is negligible, the area provides a very good feral animal breeding ground which ensures a healthy supply of feral animals to continually colonise the high ecological value areas in the surrounding

landscape. This is a major issue and plans to redevelop this area will be of benefit providing feral animal management is properly addressed.

**(d) Land Management Objectives**

Land management objectives suited to this zone include recreation and general community spaces adjacent to housing. Activities include weed control, feral animal management, strategic native revegetation to create ecological stepping stones along the riparian (creek) corridor and landscape plantings for aesthetics and access. Retention of some of the established Poplars and Weeping Willows could also be considered in association with landscaping parkland sites if feasible.

**(e) ZONE 2: Short (2-3 years) and Long Term (3+ years) Management Actions**

Revegetation	
Configuration	<p>Bushland clumps with approximate 50m diameter including both overstorey (canopy) and understorey species. Groundcover species are not required.</p> <p>Clumps should form habitat stepping stones along the riparian zone approximately 100 m apart (2-3 clumps in the Zone 2 section north, and 2-3 clumps in the Zone 2 section south of the Zone 3 open space recreational area will be optimal).</p> <p>Clumps can be incorporated into landscaping to form a habitat corridor through grassy parkland spaces and landscaped native areas.</p> <p>Configuration in these areas needs to consider ongoing maintenance such as access by mowers and for ongoing weed control and other activities.</p> <p>The 4 stepping-stone clumps identified in the Open Space Landscape Plan (<b>Appendix 1</b>) should provide an adequate number, size and spacing to achieve the biodiversity outcomes for the zone.</p>
Establishment Technique	<p>Hand Planting of mixed species of tubestock (trees and shrubs). Forestry tubes and / or Hiko cells are suitable providing site preparation is carried out properly. Hand planting of a range of different sized groundcover plants for native garden areas including Tussocks, Daisies, Mat Rush and other hardy but attractive plants.</p>
Timing	<p>Autumn, Winter and Spring</p>
Site Preparation	<p>Flat machine-accessible areas: Ripping and mounding on the contour. Riplines should be a minimum of 5m apart for reinstatement of native bushland areas. Auger holes for less accessible areas (e.g. river banks). Scalping of smaller variable shaped plots for native plant landscaping (topsoil may need to be added to establish these sites). Soil preparation to be followed by over spraying using Glyphosate. Prepared planting holes should be a minimum of 75cm diameter (soil) and 1m diameter (spraying). Prepared riplines should be sprayed to a width of 1.5m wide over individual rip lines. Landscape plots should be mulched to control weeds around plants rather than sprayed (particularly if top soil has been spread).</p>
Density	<p>5m apart for bushland areas; 0.5m - 1m for landscaped native gardens.</p>

Guards	Corflute Green Guards 650mm with 1 hardwood stake. Cardboard cartons are not recommended due to the number of browsing animals (Kangaroos, Wallabies, Rabbits).
Other establishment considerations	Plants need to be watered in and would benefit from weed matting to reduce evaporation and minimize weed establishment in disturbed soil around plants.
Suitability for Ongoing Community Maintenance	There will be a requirement for ongoing weeding and replanting if necessary which the community could potentially do. Being near residential areas, there will be more pressure on plants which will need to be monitored. Care of this area would need to align with Council maintenance programs (mowing of lawns and maintenance of garden areas) rather than solely relying on community good will.
Survival expectations	Minimum 70%.
Species List	Bushland Clumps: <i>Acacia dealbata</i> , <i>A.genistifolia</i> , <i>A. implexa</i> , <i>A.parramattensis</i> , <i>Callistemon citrinus</i> , <i>Casuarina cunninghamiana</i> , <i>Eucalyptus blakelyi</i> , <i>E.mannifera</i> , <i>E polyanthemos</i> , <i>Leptospermum multicaule</i> . Native Groundcover Gardens: <i>Poa labillardieri</i> , <i>Lomandra longifolia</i> , <i>Lomandra multiflora</i> , <i>Hardenbergia violaceae</i> , <i>Chrysocephalum appiculatum</i> , <i>Chrysocephalum semipapposum</i> . Note: There is a multitude of native plants suitable to these areas from local nurseries which have been hardened off to conditions.
Long Term Management Actions	Annual monitoring to ensure an average 70% survival rate is being achieved, with some replacement plantings where required. Watering may be necessary during severe droughts but once plants are established this should not be required. Removal of guards at year 5 onwards. This would be a suitable activity for a local community group. Ongoing management (mowing, mulching and weeding around plants) would be appropriate to be carried out by Council as part of their works maintenance program.

<b>Weed Control</b>	
Weed Species	Noxious weeds include Serrated Tussock, Blackberry, Hawthorn, Thistles and Crack Willow ( <i>Salix fragilis</i> ). Other exotic species include Poplar, Fleabane and Weeping Willow.
Infestation Level	Very high
Control Techniques	Blackberry and other woody weeds away from the riparian areas can be sprayed (as per MSDS) and removed via machinery once dead. Vegetation in the creek line can be cut and piled (or mulched) out of the flowline then oversprayed with Glyphosate at the time of cutting. Stumps could be ground or left in-situ until other vegetation is established. Some of this zone may end up being drowned by the proposed dam in which case this vegetation will die anyway. Strategic Poplars and Weeping Willows could be retained for aesthetic purposes, noting that a plan would need to be put in place to manage Poplar suckers.
Timing	Initial knockdown over the growing months, then ongoing follow-up spraying annually for the first 3 years to achieve an effective result. Ongoing control will depend on results of the weed monitoring program but if the site is developed with housing this task should be minimal.
Measures of Success	Reduction in the area of weed species. Based on photo and on-site visual inspections of weed infestations.
Long Term Management Actions	Long term management will take the form of management of the parkland areas such as mowing, weeding, mulching and the like. Native bushland areas will need to be monitored for threats such as weeds and addressed as appropriate. Ongoing maintenance is appropriate for Council



	<p>maintenance programs although some activities could be undertaken by the community such as plant maintenance.</p>
--	--

<b>Feral Animal Control</b>	
<b>Species</b>	Rabbits, Foxes
<b>Techniques</b>	<p>There are several methods to control rabbits and foxes with the main methods involving poisonous baits, destruction of habitat (ripping of warrens) and direct elimination (shooting). With plans to develop the area as a housing estate, methods for controlling feral animals will become limited once this occurs. It is therefore recommended that a program to control feral animals be put in place early to knock down populations as far as possible prior to residents moving in. Once the estate is established, baiting will not be possible due to pet dogs and cats, and similarly activities such as shooting will be very limited if feasible at all. This zone has a very high abundance of rabbits and foxes and a strong effort should be made to control these as a high priority prior to weed control and other works taking place to minimize the risk of displacement and colonization of the surrounding ecologically valuable native wildlife habitat.</p> <p><b>Fox Control best practice:</b>  <a href="https://www.environment.nsw.gov.au/topics/animals-and-plants/pest-animals-and-weeds/pest-animals/foxes/guidelines-for-fox-control">https://www.environment.nsw.gov.au/topics/animals-and-plants/pest-animals-and-weeds/pest-animals/foxes/guidelines-for-fox-control</a></p> <p><b>Rabbit control best practice:</b>  <a href="https://www.dpi.nsw.gov.au/biosecurity/vertebrate-pests/pest-animals-in-nsw/rabbits/rabbit-control">https://www.dpi.nsw.gov.au/biosecurity/vertebrate-pests/pest-animals-in-nsw/rabbits/rabbit-control</a></p>
<b>Timing</b>	Years 1-3 (or prior to residents moving in).
<b>Monitoring</b>	Annual spotlight counts to determine abundance.
<b>Measures of Success</b>	Feral animal populations can be knocked down sufficiently to reduce pressure on native plants and animals but due to feral animal populations in surrounding areas, elimination will be unlikely. Spotlight counts before and after control programs are implemented will help to determine changes in numbers. This should be undertaken annually in established transects. This could ultimately become a community activity combining wildlife surveys.
<b>Long Term Management Actions</b>	Ongoing rabbit and fox control is likely to be very difficult around housing estates, and feral animals will continue to invade from the surrounding landscape in the absence of a landscape-scale baiting program. Therefore, an intensive initial control program during the first 3 years is critical to try to significantly reduce numbers in the first instance. Other activities that may assist is to reduce habitat cover by avoiding the build-up of dense shrub or hedge areas or dense piles of woody debris when planning revegetation activities.

<b>Fire Management</b>	
<b>Purpose</b>	Hazard Reduction only
<b>Short and Long-Term Management Actions</b>	Use of fire will centre around hazard reduction and asset protection as a part of broader fire management plans for the District. While woodland communities would potentially benefit from cool mosaic burning, this is unlikely to be implemented given the proximity of the conservation areas to future housing and the limited resources allocated for this. Any potential future plans for ecological burning will need to be specifically developed on a site by site basis.

### 3.4. ZONE 3 RECREATION AREAS

#### (a) Biodiversity Values

The condition of this zone is very similar to Zone 2, but the central location of this zone will see it used more intensively as open recreational space. Biodiversity values are very low in this zone due to the dominance of exotic species which comprise over 80% of the vegetation mass. Dominant species include Blackberry, Willow, Poplars, and Serrated Tussock. There is very little native vegetation interspersed among the exotics and this is restricted to very common species such as *Acacia* and *Kunzea* with a very small number of River Bottlebrush along the creek. Table 3 shows the species observed during a site visit in August 2018.

**Table 3 Species observed during August 2018. Due to dry conditions and winter, groundcover was heavily grazed and / or dormant and difficult to assess. Bare ground was very high. It is recommended a vegetation assessment is carried out in spring to obtain a more complete species list if required.**

<b>Overstorey</b>	
<i>Crataegus monogyna</i> *	Hawthorn
<i>Populus nigra</i> *	Lombardy Poplar
<i>Salix babylonica</i> * (creek areas only)	Weeping Willow
<i>Salix fragilis</i> * (creek areas only)	Crack Willow
<b>Midstorey</b>	
<i>Acacia melanoxylon</i>	Blackwood
<i>Acacia parramattensis</i>	Parramatta Wattle
<i>Acacia rubida</i>	Red-stem Wattle
<i>Callistemon sieberi</i> (creek area only)	River Bottlebrush
<i>Kunzea ericoides</i>	Burgan
<i>Rubus fruticosus</i> *	Blackberry
<i>Rosa rubiginosa</i> *	Sweet Briar
<b>Groundcover</b>	
<i>Conyza albida</i> *	Fleabane
<i>Cirsium vulgare</i> *	Spear Thistle
<i>Marrubium vulgare</i> *	Horehound
<i>Nassella tricholoma</i> *	Serrated Tussock
*Exotic	

#### (b) Current Condition

Current ecological condition is very poor due to the very high weed infestation, high bare soil and very low native diversity. The riparian zone is ecologically very poor with little ecological function. There are some small pools with a limited number of aqualic plants, but these areas are ecologically very poor.

#### (c) Key Threatening Processes

The primary key threatening processes are weeds and feral animals. The weeds offer some habitat for a very limited suite of the more mobile native animals (mainly birds) but their value in this regard is low. In terms of feral animals, there were many rabbits sighted during a site visit in August 2018 along with

several fox scats. Although the impacts of these animals on the ecological values within this zone itself is negligible, the area provides a very good feral animal breeding ground which ensures a healthy supply of feral animals to continually colonise the high ecological value areas in the surrounding landscape. This is a major issue and plans to redevelop this area will be of benefit providing feral animal management is properly addressed.

**(d) Land Management Objectives**

Land management objectives suited to this zone include higher impact recreational activities in the riparian areas including the back waters of the small instream structures. Infrastructure in the area may include BBQs and playgrounds with associated visitor amenities such as toilets, shelters and seating. Management actions would include weed control, feral animal management, landscape plantings comprising native and non-native vegetation landscaping and interspersed grassy spaces. Weeping Willows could also be considered in association with landscaped parkland sites around the riparian zone. Other willow species should be avoided due to their invasive nature.

**(e) ZONE 3: Short (2-3 years) and Long Term (3+ years) Management Actions**

Revegetation	
Configuration	Landscaped native gardens utilizing a mixture of overstorey, mid story and groundcover plants, grassy parkland spaces and individual shade trees. Configuration needs to consider ongoing maintenance such as access by mowers and for ongoing weed control and other activities. The purpose of these plantings is for aesthetics, shade and wildlife habitat as a secondary priority. Any plantings in this zone will be consistent the Landscape Plan
Establishment Technique	Hand Planting of mixed species of tubestock (trees and shrubs). Forestry tubes and / or Hiko cells are suitable. Hand planting of a range of different sized groundcover plants for native garden areas including Tussocks, Daisies, Mat Rush and other hardy but attractive plants.
Timing	Autumn, Winter and Spring
Site Preparation	Scalping of variable shaped plots for native plant landscaping with imported topsoil to assist with growth. Mulching at the time of planting to control weeds.
Density	0.5m - 1m for landscaped native landscaped gardens. Overstorey trees no less than 10m apart and shrubs 3-5m apart to avoid hedges forming (to reduce shelter for feral animals).
Guards	Individual plants will benefit from large mesh guards, and corflute guards for garden areas.
Other establishment considerations	Plants need to be watered in and would benefit from weed matting to reduce evaporation and minimize weed establishment in disturbed soil around plants. A complement of fast growing plants should be included in the mix to provide some quick cover. Most of the Acacia's fulfill this criterion however choosing smaller shrub Acacias rather than tree Acacias will ensure an attractive aesthetic.
Suitability for Ongoing Community Maintenance	There will be a requirement for ongoing weeding and replanting if necessary. Being near residential areas, there will be more pressure on plants which will need to be monitored. Care of this area would need to align with Council maintenance programs (mowing of lawns and maintenance of garden areas) rather than solely relying on community good will.

Survival expectations	Minimum 70%.
Species List	Trees and Shrubs: <i>A.buxifolia</i> , <i>A.genistifolia</i> , <i>A. implexa</i> , <i>A.parramattensis</i> , <i>Callistemon citrinus</i> , <i>Casuarina cunninghamiana</i> , <i>E.mannifera</i> , <i>E.polyanthemos</i> , <i>Leptospermum multicaule</i> Weeping Willows and other non-weedy exotic plants could be individually planted to enhance aesthetics and shade around recreation areas. Native Groundcover: <i>Poa labillardieri</i> , <i>Lomandra longifolia</i> , <i>Lomandra multiflora</i> , <i>Hardenbergia violaceae</i> , <i>Chrysocephalum appiculatum</i> , <i>Chrysocephalum semipapposum</i> . Note: There is a multitude of native plants suitable to these areas from local nurseries which have been hardened off to conditions.
Long Term Management Actions	Annual monitoring to ensure an average 70% survival rate is being achieved, with some replacement plantings where required. Watering may be necessary during severe droughts but once plants are established this should not be required. Removal of guards at year 3 onwards for small plants and year 5 onwards for trees. Ongoing management (mowing, mulching and weeding around plants) would be appropriate to be carried out by Council as part of their works maintenance program.

Weed Control	
Weed Species	Noxious weeds include Serrated Tussock, Blackberry, Hawthorn, Thistles and Crack Willow ( <i>Salix fragilis</i> ). Other exotic species include Poplar, Fleabane and Weeping Willow.
Infestation Level	Very high
Control Techniques	Blackberry and other woody weeds away from the riparian areas can be sprayed (as per MSDS) and removed via machinery once dead. Vegetation in the creekline can be cut and piled (or mulched) out of the flowline then oversprayed with Glyphosate at the time of cutting. Stumps could be ground or left in-situ until other vegetation is established. Some of this zone may end up being drowned by the proposed dam in which case this vegetation will die anyway
Timing	Initial knockdown over the growing months, then ongoing follow-up spraying annually for the first 3 years to achieve an effective result. Ongoing control will depend on results of the weed monitoring program but if the site is developed with housing this task should be minimal.
Measures of Success	Reduction in the area of weed species. Based on photo and on-site visual inspections of weed infestations.
Long Term Management Actions	Once weeds are removed from this area there will be very little left and will be a blank slate to develop into recreational areas. Therefore, long term management will take the form of management of the parkland areas such as mowing, weeding, mulching and the like. Ongoing maintenance is appropriate for Council programs.

Feral Animal Control	
Species	Rabbits, Foxes
Techniques	There are several methods to control rabbits and foxes with the main methods involving poisonous baits, destruction of habitat (ripping of warrens) and direct elimination (shooting). With plans to develop the area as a housing estate, methods for controlling feral animals will become limited once this occurs. It is therefore recommended that a program to control feral animals be put in place early to knock down populations as far as possible prior to residents moving in. Once the estate is established, baiting will not be possible due to pet dogs and cats, and similarly activities such as shooting will be very limited if feasible at all. This zone has a very high abundance of rabbits and foxes and a strong effort should be made to control these as a high priority prior to weed control and other works

	<p>taking place to minimize the risk of displacement and colonization of the surrounding ecologically valuable native wildlife habitat.</p> <p>Fox Control best practice:  <a href="https://www.environment.nsw.gov.au/topics/animals-and-plants/pest-animals-and-weeds/pest-animals/foxes/guidelines-for-fox-control">https://www.environment.nsw.gov.au/topics/animals-and-plants/pest-animals-and-weeds/pest-animals/foxes/guidelines-for-fox-control</a></p> <p>Rabbit control best practice:  <a href="https://www.dpi.nsw.gov.au/biosecurity/vertebrate-pests/pest-animals-in-nsw/rabbits/rabbit-control">https://www.dpi.nsw.gov.au/biosecurity/vertebrate-pests/pest-animals-in-nsw/rabbits/rabbit-control</a></p>
Timing	Years 1-3 (or prior to residents moving in).
Monitoring	Annual spotlight counts to determine abundance.
Measures of Success	Feral animal populations can be knocked down sufficiently to reduce pressure on native plants and animals but due to feral animal populations in surrounding areas, elimination will be unlikely. Spotlight counts before and after control programs are implemented will help to determine changes in numbers. This should be undertaken annually in established transects. This could ultimately become a community activity combining wildlife surveys.
Long Term Management Actions	Ongoing rabbit and fox control is likely to be very difficult around housing estates, and feral animals will continue to invade from the surrounding landscape in the absence of a landscape-scale baiting program. Therefore, an intensive initial control program during the first 3 years is critical to try to significantly reduce numbers in the first instance. Other activities that may assist is to reduce habitat cover by avoiding the build-up of dense shrub or hedge areas or dense piles of woody debris when planning revegetation activities.

Fire Management	
Purpose	Hazard Reduction only
Short and Long-Term Management Actions	Use of fire will centre around hazard reduction and asset protection as a part of broader fire management plans for the District. While woodland communities would potentially benefit from cool mosaic burning, this is unlikely to be implemented given the proximity of the conservation areas to future housing and the limited resources allocated for this. Any potential future plans for ecological burning will need to be specifically developed on a site by site basis.

**GREENLEIGH HOUSING DEVELOPMENT**

**VEGETATION MANAGEMENT PLAN**

**REFERENCES**

Development Plan (Map)

Franklin Consulting Australia Pty Limited (2018) Residential Subdivision – Lonergan Drive, Greenleigh

Franklin Consulting Australia Pty Limited (2019) Trail Management Plan, Jumping Creek NSW

Franklin Consulting Australia Pty Limited (2019) Erosion Control Plane, Jumping Creek NSW

Gould, L (2003) Planting Companion, A Guide to Native Revegetation for the ACT and Region, Greening Australia, Canberra

Guidelines for Fox Control [online] Dept of Environment

<https://www.environment.nsw.gov.au/topics/animals-and-plants/pest-animals-and-weeds/pest-animals/foxes/guidelines-for-fox-control>

Rabbit control [online] NSW DPI

<https://www.dpi.nsw.gov.au/biosecurity/vertebrate-pests/pest-animals-in-nsw/rabbits/rabbit-control>

Sharp and Gould (2014) Vegwatch Manual for the ACT & Region [online]

<http://mi.org.au/files/Vegwatch%20Manual.pdf>

APPENDIX 1

01.

OPEN SPACE LANDSCAPE PLAN

LEGEND	
[Symbol]	EXISTING ROADS
[Symbol]	OPEN SPACE STAGE 4
[Symbol]	OPEN SPACE STAGE 5
[Symbol]	OPEN SPACE STAGE C
[Symbol]	OPEN SPACE STAGE D
[Symbol]	OPEN SPACE STAGE E
[Symbol]	PROPOSED NATIVE TREES
[Symbol]	PROPOSED NATIVE TREES PLANTING SCHEDULE: 12 MONTHS PLANTING SCHEDULE: 24 MONTHS
[Symbol]	OPEN LANDFILL
[Symbol]	LIMITED CLAYBY SITE
[Symbol]	WETLAND SENSITIVITY
[Symbol]	AREAS OF INTEREST
[Symbol]	PROPOSED OPEN SPACE
[Symbol]	COLUMNS OF TREES FOR NATURAL MANAGEMENT OF STORM WATER OVERFLOW MANAGEMENT PLAN
[Symbol]	EXISTING NATIVE VEGETATION
[Symbol]	WATER TO BE STORED DRAINAGE PORTLANDS DETAIL



NOT TO SCALE

SOIL & WATER

## **ANNEXURE C    CONTAMINATION ASSESSMENT REPORT**

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Report on  
Updated Contamination Assessment

Jumping Creek Estate Development  
Ellerton Drive, Queanbeyan

Prepared for  
Peet Limited

Project 88224.06  
September 2020

Integrated Practical Solutions





## Document History

### Document details

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Report prepared for	Peet Limited		
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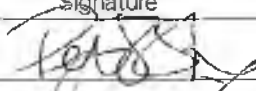
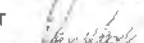
### Document status and review

Status	Prepared by	Reviewed by	Date issued
Revision 0	Peter Storey	Dean Woods	31 August 2018
Revision 1	Peter Storey	Michael Jones	22 March 2019
Revision 2	Peter Storey	Dean Woods	21 August 2020
Revision 3	Peter Storey	Dean Woods	10 September 2020

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Status	Electronic	Paper	issued to
Revision 0	1	0	Mitchell Alexander, Peet Limited
Revision 1	1	0	Giselle Ravarian, Spacelab Studio Pty Ltd
Revision 2	1	0	Mitchell Alexander, Peet Limited
Revision 3	1	0	Mitchell Alexander, Peet Limited

The undersigned, on behalf of Douglas Partners Pty Ltd, confirm that this document and all attached drawings, logs and test results have been checked and reviewed for errors, omissions and inaccuracies.

	Signature		Date
Author		Pete Storey	10 September 2020
Reviewer		Dean Woods	10 September 2020



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Source	Receptor	Transport Pathway	Comments
	R5	P4 and P6	DP considers that once remediation and validation has been completed, the area would likely be suitable for residential use.
	R6	P1	

## 17. Conclusions and Recommendations

### 17.1 Conclusions

DP have undertaken review of previous environmental works at the site and reviewed a request for further information from QPRC in order to allow a decision to be made regarding the DA submitted for the site. The DA relates to the subdivision of the site and construction of a residential estate.

The objectives of this updated contamination assessment were to review previous works, inspect the site to assess its current condition, undertake intrusive investigation of additional AECs and advise on the need for ongoing management and/or remediation in order to support the DA.

Documents included for review included archaeological assessments, previous contamination assessments and site audit report and site audit statement prepared by the Site Auditor. It is noted that approximately ten years have passed since previous contamination assessment and site audit report was prepared and national guidance relating to the assessment of contaminated land (ASC NEPM 1999, as amended 2013) has been updated since the previous works were undertaken

Review of Coffey (2010a) identified several AECs as detailed below.

- AEC1. Mine Site 1,
- AEC2. Mine Site 3,
- AEC3. Mine Site 4;
- AEC6. Former Possible Mineral Processing/Stockyard Area,
- AEC7: Former Sheep Dip; and
- AEC8: Former Kiln.

DP site inspections, request from QPRC for additional information and review of previous Archaeological Assessments identified the additional AECs:

- AEC4: Additional Mine Site; and
- AEC5: Items JCH 5, JCH 6 and JCH 13 (as described in NSWA 2009);

In addition, several areas of minor waste dumping were identified on site including discarded car bodies and small quantities of building materials containing minor ACM fragments.

DP have assessed the results of the sampling conducted by Coffey (2010a) with site assessment criteria detailed in the ASC NEPM (1999, as amended 2013). The criteria selected were based on low density



residential land use, public open space land use and ecological receptors. Following assessment of the results, it was concluded that:

- An area of elevated metals concentrations exists within soil and rock at AEC2: Mine Site 3. This area of the site is proposed for public open space use and the concentrations exceeded the adopted HIL-C and EIL criteria;
- An area of elevated metals concentrations exists within soil and rock at AEC3: Mine Site 4. This area of the site is proposed for public open space use and the concentrations exceeded the adopted HIL-C and EIL criteria;
- An area of elevated metals concentrations exists within soil and rock in drainage sumps located at AEC6: Mineral processing area. This area of the site is proposed for low density residential use and the concentrations exceeded the adopted HIL-C and EIL criteria;
- An area of elevated zinc concentrations exists within the vicinity of sample RE18. The concentration exceeded the EIL criteria. This area is proposed for low density use, but is likely located within a proposed road reserve area;
- An area of elevated arsenic concentration exceeding the EIL is located within the vicinity of sample RE34. The area was delineated by Coffey by additional sampling;
- It is considered that AEC2 and AEC3 are not currently suitable for public open space use and remediation and management should be undertaken. It is noted that remediation of these areas is detailed in the Coffey RAP (2010b). DP considers the RAP should be updated to include regulatory framework and legislation changes implemented following its preparation. Following implementation of the RAP, DP considers it likely that these areas of the site could be made suitable for public open space use;
- It is considered that the areas of the drainage sumps within AEC6 is not currently suitable for residential use. It is also noted that remediation of these areas is detailed in the Coffey RAP (2010b). Following implementation of the RAP and successful validation, DP considers it likely that this area of the site could be made suitable for residential use; and
- Coffey did not undertake assessment of the sheep dip area, but a RAP (Coffey, 2009) has been prepared for remediation and validation of the area. Following implementation of the RAP and successful validation, DP considers it likely that this area of the site could be made suitable for residential use.

DP undertook additional sampling of areas identified as AECs since Coffey (2010a) was prepared. Following assessment of the results it was concluded that.

- An area of elevated metals concentrations exists within soil and rock in samples collected from AEC4: Additional Mine Site and AEC5: limestone quarry. The area of the site is proposed for residential use and the concentrations exceeded HIL-A and the EIL criteria for AEC4 and EIL criteria for AEC5. Although the area is proposed for residential use, the area will likely be located within a road corridor; and
- No elevated concentrations were reported within AEC5: JCH 13. No further management or remediation is required in this area.



## 17.2 Recommendations

DP makes the following recommendations following this assessment:

- The RAPs prepared by Coffey (2009 and 2010b) should be updated to reflect the regulatory framework and legislation changes that have occurred since the preparation of the RAPs;
- Coffey RAP (2010b) should be updated to include remediation and management details for AEC4: additional mine site, AEC5: limestone quarry and the area around sample RE34;
- Once the RAPs are updated, the remediation, validation and management actions detailed should be implemented. In areas where capping of soil and rock is recommended, site environmental management plans should be implemented;
- It is also recommended that a construction environmental management plan including an unexpected finds protocol be prepared and implemented during site development works to manage areas of contamination that may exist outside the areas identified in this report. DP considers this is an appropriate way of managing small, isolated areas of concern such as anthropogenic waste, car bodies and building and demolition waste that may be present across the site; and
- Soil and rock that requires off-site disposal should be assessed prior to removal from the site. Given the proximity of the site to the ACT, it is possible soil may be disposed of in the ACT. Material for disposal should be assessed with reference to NSW EPA Waste Classification Guidelines, Part 1 Classifying Waste (2014) or Environment ACT, ACT's Environmental Standards: Assessment & Classification of Liquid and Non-liquid Wastes (2000).

DP also broadly agrees with the following recommendations made in Coffey (2010a)

- *Restriction of access to the Mine Site 3 and Mine Site 4 areas in the short term to avoid unhealthy exposures to metal concentrations in these areas, as well as unsafe conditions associated with mine shafts, adits and other structures;*
- *The removal or management of physical hazards (such as mine shafts or other structures) associated with these areas;*

The findings of the Site Audit Report and Site Audit Statement indicated that subject to the implementation of the remediation outlined in the RAPs, the site would be suitable for the following uses:

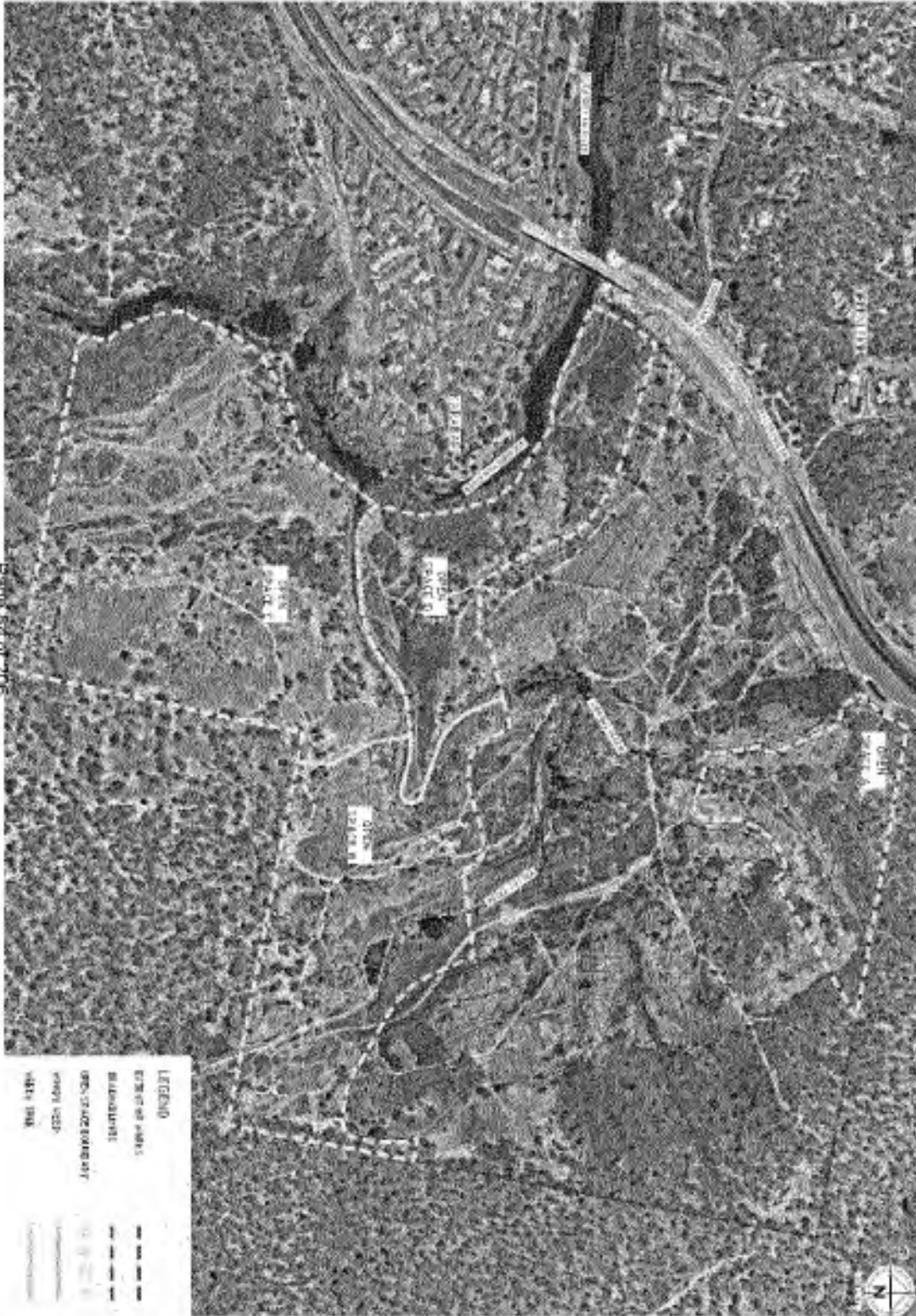
- Residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry;
- Day care centre, preschool, primary school;
- Secondary school; and
- Park, recreational open space, playing field

## 18. References

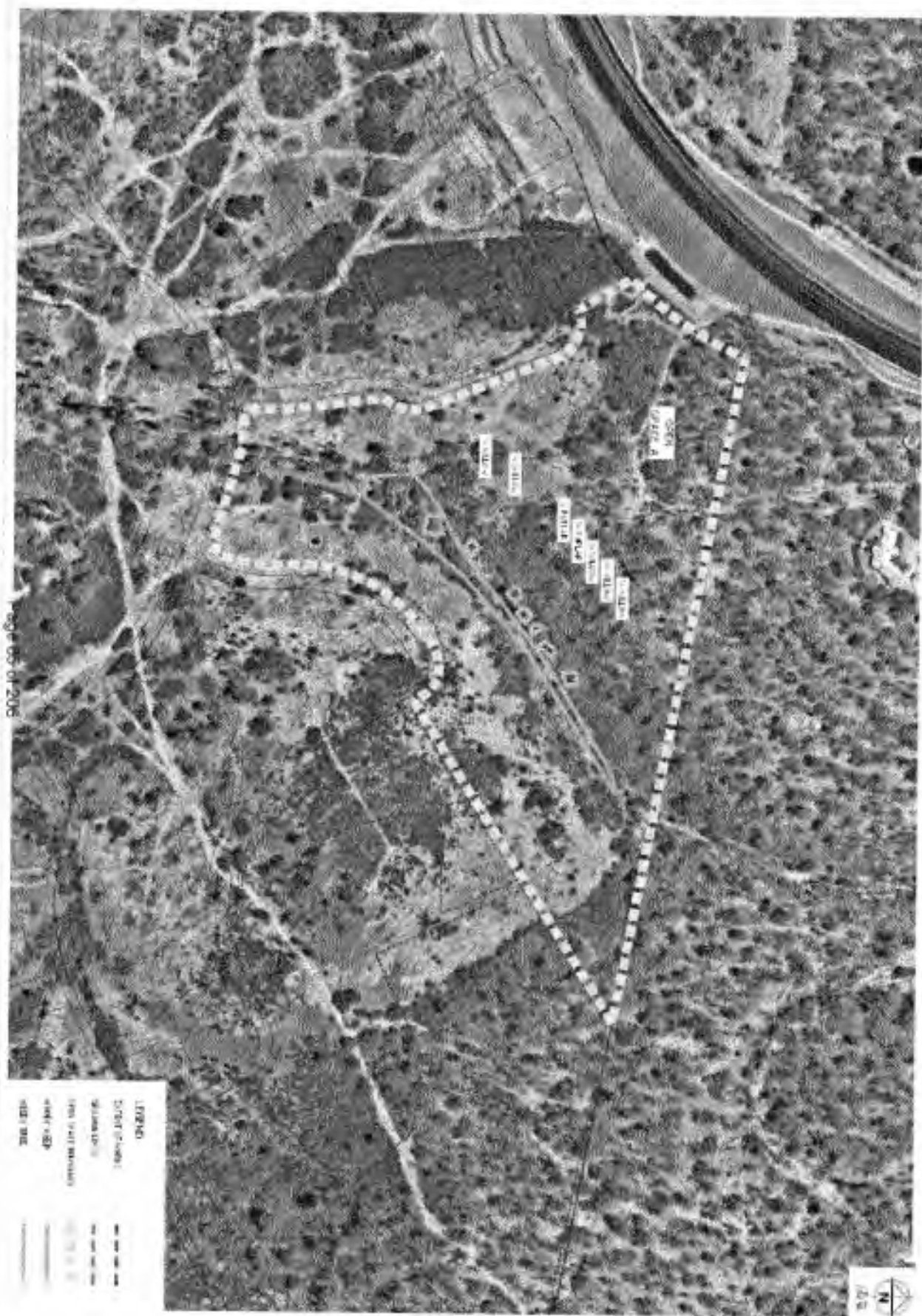
Abell, R.S. (1992) *Geology of Canberra Geological Series Sheet 8727, 1:100 000*. Canberra, Australia: Bureau of Mineral Resources Geology and Geophysics.

**ANNEXURE D WOODY WEED HEAVY INFESTATIONS**

ANNEXURE D WOODY WEED HEAVY INFESTATIONS



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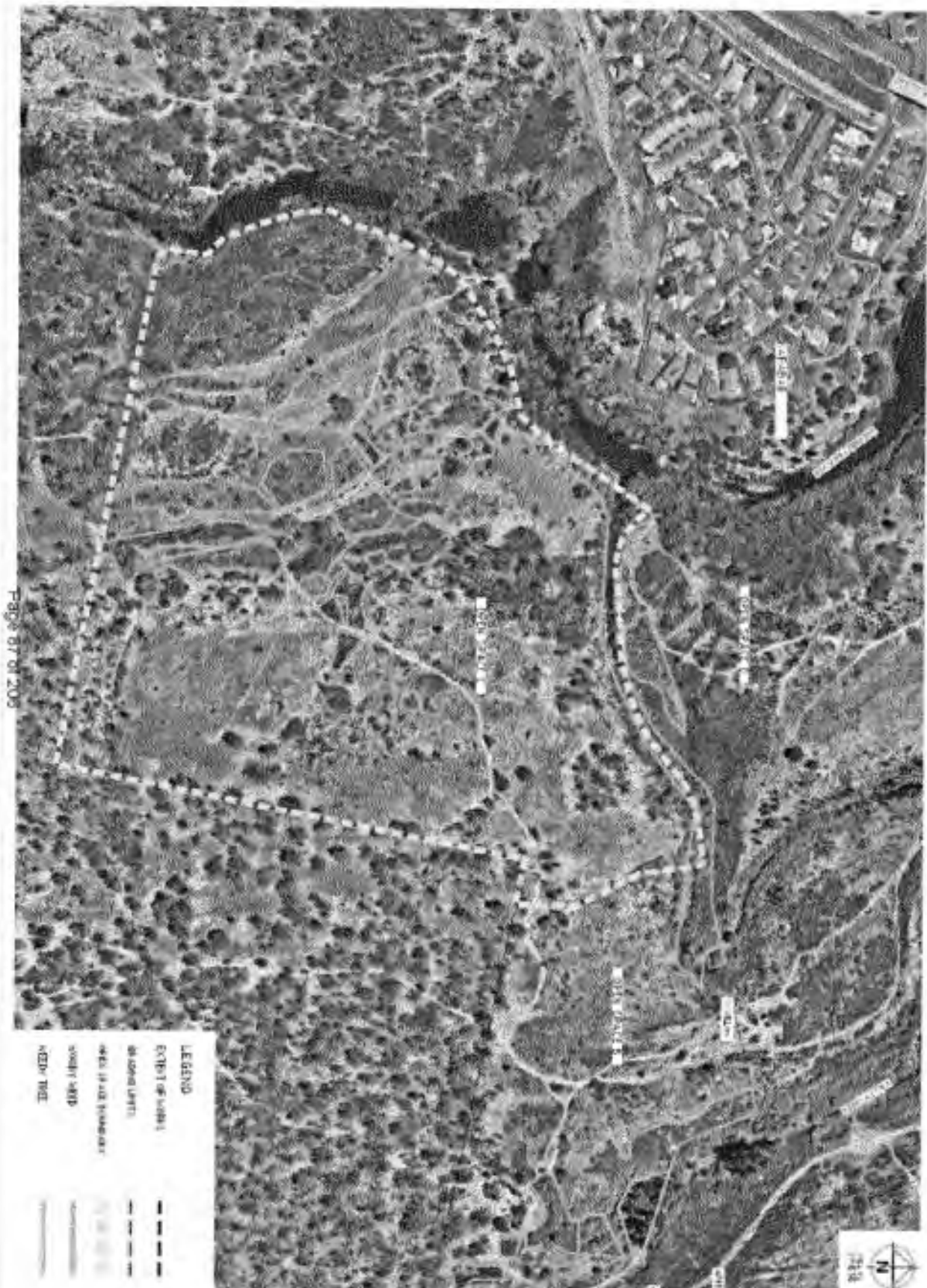


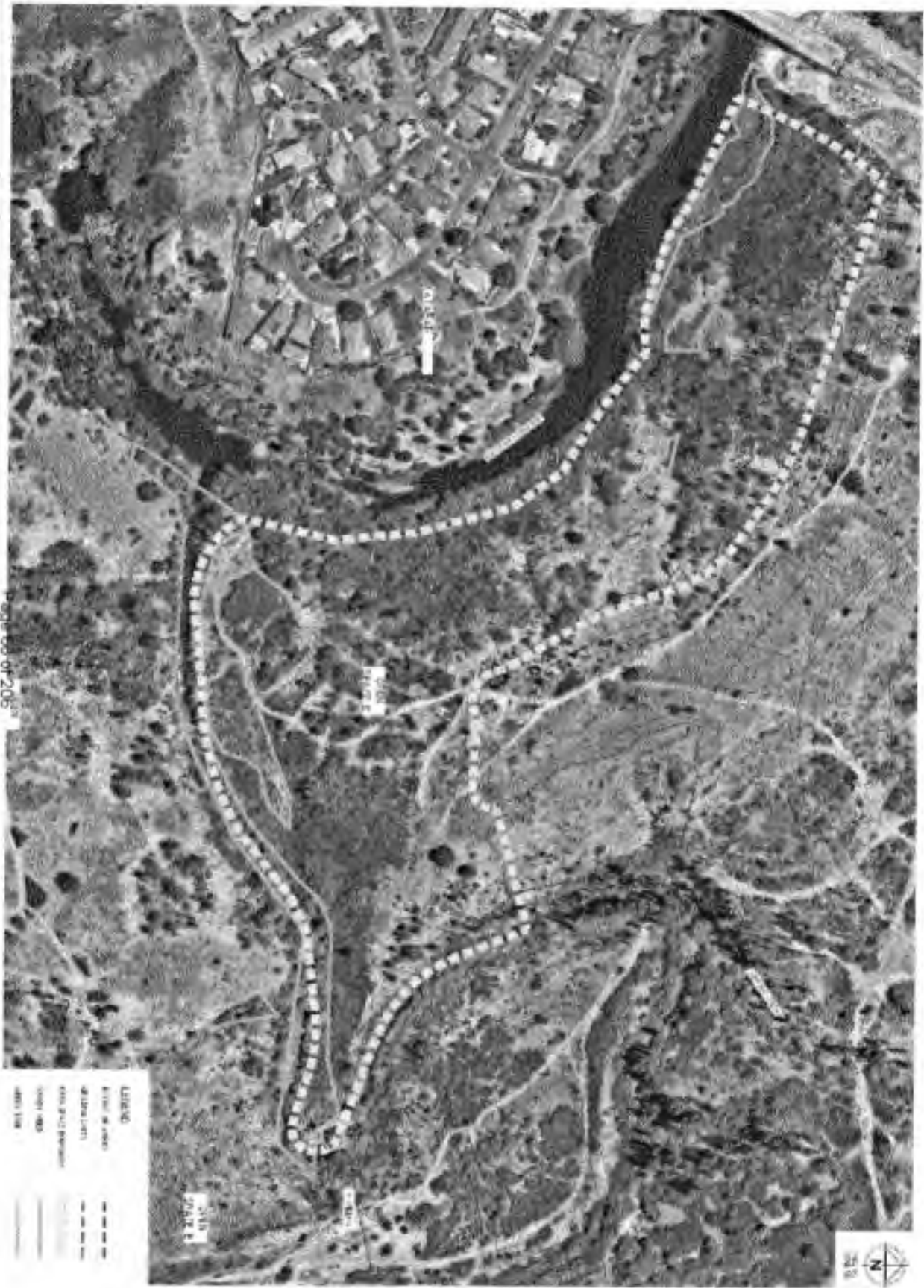


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## **ANNEXURE E      EROSION CONTROL PLAN**

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**SOIL AND WATER**

## **EROSION CONTROL PLAN**

Jumping Creek QUEANBEYAN

**Version 3**

**29 January 2019**



**FRANKLIN CONSULTING AUSTRALIA PTY LIMITED**

abn 58 611 394 953



## SOIL AND WATER

### OUR COMPANY

Franklin Consulting Australia Pty Limited, trading as Soil and Water, offers expert advice and services to the agriculture, development and environmental conservation sectors. We provide soil and water management advice, undertake land capability and soil assessment, erosion and sediment control, and soil conservation, catchment and property management planning. We have extensive experience in both government and private sectors in senior management and consulting roles.

We provide our services to individual land holders, sub-division developers, surveyors, commercial business owners, and land development and regulatory agencies.

*Principal Consultant*  
*John Franklin M App Sc, BSc, EIANZ*

Franklin Consulting Australia Pty Ltd holds current Workers Compensation Insurance with CGU (Policy Number O/16-5885) and Professional Indemnity cover of \$10,000,000 and Public Liability cover of \$10,000,000 with Lloyds.

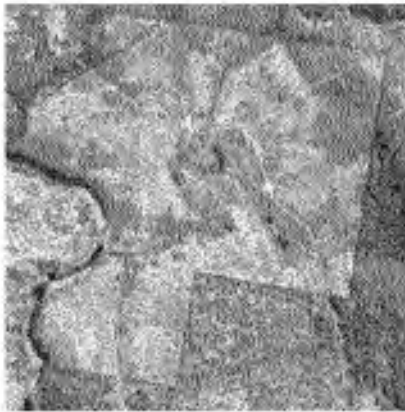
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## EXECUTIVE SUMMARY

Soil and Water (Franklin Consulting Australia Pty Limited) was engaged by Peet Limited to develop an Erosion Control Plan to support a housing development at Loneragan Drive, Greenleigh, New South Wales (known as Jumping Creek). The development involves residential and a dedicated Public Reserve which will be managed for conservation purposes with provision for recreation by residents and the public

The Jumping Creek site is approximately 96.43 ha in area and is located near the locality of Greenleigh, approximately 3km south-east of the Queanbeyan CBD. The site is described as Lot 5 DP 1199045 (Figure 1). The site is a combination of undulating and flatter land, bounded by Greenleigh Estate (zoned E4 Environmental Living) to the north-west, the Queanbeyan River to the west, and steep escarpments to the north, east and south east (parts of which lie within the Cuumbeun Nature Reserve). Most of the surrounding escarpment land is zoned E2 Environmental Conservation.



**Figure 1: Lot 5 DP1199045**

This Erosion Control Plan is one of three reports being prepared by Franklin Consulting Australia, the others being a Vegetation Management Plan (delivered) and Trail Management Plan.

The site has significant areas of active erosion, many of which are related to active and historical vehicle tracks. There are also some areas of erosion related to the historical mining activities on the lot.

Erosion located in the area to be developed for housing is not addressed in this report as these sites will be rehabilitated as part of the construction program. Erosion areas associated with active or historical trails are addressed separately in the Trail Management Plan.

The remediation/rehabilitation program prioritises activity recognising the timeframes associated with the various stages of development and the different priorities for work based on severity and impact of erosion in different areas.

Site inspections identified 12 areas of erosion across the development site that lay outside the area to be developed for housing. Six of these areas are erosion generated by run-off in minor drainage depressions. One site is related to historical mining operations on the site, and another is the product of quarrying on the site. The remaining five sites are the result of uncontrolled access to the site and the impact of vehicular traffic on the site.

Erosion the site is contributing sediment at a rate of 34-95 tonnes per hectare of eroded area. This compares with the sediment generation rate from non-eroded areas of approximately 0.03 tonnes per hectare. The proximity of erosion sites to watercourse means most of the sediment mobilised is directly contributing to declining downstream water quality in the Queanbeyan River.

Rehabilitation strategies for each of the erosion sites comprise a range of interventions including revegetation and construction of erosion control earthworks. The staged erosion control works program will progressively reduce the sediment being mobilised on the site commensurate with the size of the development

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## 1. INTRODUCTION

### 1.1 SCOPE

This Erosion Control Plan will:

- identify all areas of erosion on the site
- identify erosion as active or historical
- assess the significance of the erosion areas
- prioritise erosion site for remediation
- provide a staged remedial works program for priority erosion sites (2-3 years)
- provide a long-term erosion monitoring, management and maintenance program.

Areas of erosion located within the footprint of housing or associated infrastructure are not addressed in this plan. These sites will be rehabilitated as part of the construction phase. Erosion associated with the trail network, is addressed in the separate Trail Management Plan. Erosion control associated with the construction phase of the development is not addressed in this plan.

### 1.2 REFERENCES

*Vegetation Management Plan, Jumping Creek, Queanbeyan, Soil and Water (2018)*

*Trail Management Plan, Jumping Creek, Queanbeyan, Soil and Water (2018)*

*Planning for Bush Fire Protection, NSW Rural Fire Service, August 2018*

*Soils and Construction: Managing Urban Stormwater, NSW Government, 2004*

*Soil Landscapes of the Canberra 1:100,000 Sheet, Department of Land and Water Conservation, B.R.Jenkins, 2000*

### 1.3 METHODOLOGY

The following methodology was used to develop the Erosion Control Plan:

1. Desk top analysis of aerial and satellite imagery to identify areas of erosion for investigation
2. Final lot layout reviewed to identify erosion areas which are located within the area proposed for housing and associated infrastructure and which will therefore be remediated as part of the construction phase
3. Site investigation to assess:
  - a. Spatial extent and severity of erosion
  - b. Status of erosion (i.e. active or stable [historical])

- c. Priority for remediation/rehabilitation
  - d. Options for remediation/rehabilitation.
4. Staged remediation/rehabilitation work program developed.
  5. Monitoring and Maintenance Program developed to support rehabilitation program.

## 2. BIOPHYSICAL LANDSCAPE

### 2.1 LOCALITY AND LANDSCAPE

The site is located between the western slope of the escarpment and the Queanbeyan River south-east of Queanbeyan. Access will be provided by the Ellerton Drive Extension (under construction).

The areas of the development proposed for housing and associated infrastructure are described as the Burra Soil Landscape<sup>1</sup>. This landscape consists of undulating to rolling hills and alluvial fans with gently to moderately inclined slopes. Local relief is less than 90 metres between 650 and 900 metres elevation.

The hilly area along the northern boundary of the development is described as the Macanally Mountain Soil Landscape. This landscape consists of rolling to steep low hills with moderately to steeply inclined slopes of 10-30% grade. Local relief is up to 200 metres at 600-1,000 metre elevation.

The steep west-facing slopes paralleling the eastern boundary of the development correspond to the Foxlow Soil Landscape. This consists of cobble strewn rolling to rugged steep hills and mountains with moderately to steeply inclined slopes greater than 20% in grade. Local relief is up to 300 metres between elevations of 600-1,150 metres.

The area is drained by overland flow and a network of minor drainage depressions and major streams draining towards the Queanbeyan River which borders the property along the south-western boundary.

### 2.2 CLIMATE

The climate is typically a cool and moderately dry climate. Average rainfall for the area is 600 – 800 mm. Warm summers with large evaporative deficit, cool winters with small evaporative deficit; median summer monthly rainfall for Canberra airport 49 mm; median monthly winter rainfall 38 mm; mean monthly summer evaporation is 177 mm, mean monthly winter evaporation is 60 mm.

### 2.3 GEOLOGY

The areas proposed for housing and associated infrastructure overlies Silurian volcanics including Colinton volcanics and the Cappanana Formation. This includes tuffs with minor siltstone, shale, sandstone and limestone.

The steeper slopes in the north and east of the proposed development are underlain by Ordovician metasediments of the Pittman Formation which have been subject to low grade metamorphism, folding and faulting. Beds are often near vertical dipping and include greywacke, shale, slates and chert. Bedrock is highly fractured and variable.

<sup>1</sup> Soil Landscapes of the Canberra 1:100,000 Sheet, B.R.Jenkins, 2000  
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## 2.4 SOILS

The soils in the areas proposed for housing and the majority of related infrastructure, range from shallow well-drained Tenosols and Rudosols on crests and upper slopes, moderately dep and moderately drained Red Kurosols and Red Kandosols on mid and lower slopes. These soils are moderately to highly susceptible to erosion from non-concentrated and concentrated water flows.

The soil on the steeper slopes along the eastern boundary of the development range from shallow Rudosols to Yellow Kandosols to Brown Kurosols. These soils are moderately to highly susceptible to erosion from non-concentrated water flows and very highly susceptible to erosion from concentrated water flows. As these soils are located on steeper slopes, the erosion risk along drainage depressions and tracks which concentrate water flows is significant.

The soil on the steeper slopes along the northern boundary of the development range from shallow Rudosols on crests and sideslopes to Red and Brown Kurosols on sideslopes. These soils are moderately susceptible to erosion from non-concentrated water flows and highly susceptible to erosion from concentrated water flows. As these soils are located on steeper slopes, the erosion risk along drainage depressions and tracks which concentrate water flows is significant however not as high a risk as along the slopes on the eastern boundary.

## 2.5 EROSION RISK

The erosion rates (amount of sediment mobilised) on these types of soil can be estimated using the Universal Soil Loss Equation Model (USLE). For shale soil (such as those across most of the development site), on 5% and 10% grades (where most of the areas of erosion occurs), the estimated soil loss at the surface and at 15cm depth (for sites where topsoil has been lost already) is estimated below:

shale soil, gentle slope

Site condition	R	L	S	K	C	Erosion rate (t/ha/yr)
Natural	1300	80	5%	.022	.001	0.03
Bare surface	1300	80	5%	.022	1	34.0
Bare 15cm	1300	80	5%	.026	1	40.2
Bare 15cm	1300	80	10%	.026	1	94.9

Therefore, the areas of active erosion on the site are contributing sediment at a rate of 34-95 tonnes per hectare. Soil loss from areas of the development which are not eroding are in the order of 0.03 tonnes per hectare. It is also important to consider that the property is drained by two major creeks and the Queanbeyan River which means that sediment mobilised on the property through erosion generally drains directly to a watercourse contributing to downstream water quality issues and sedimentation problems.

## 2.6 VEGETATION & GROUNDCOVER

The range of species and vegetation communities that occur on the development site are discussed in detail in the Vegetation Management Plan. The area proposed for housing development and associated infrastructure is extensively cleared woodland with scattered remnant native trees and shrubs remaining. There is a significant range of exotic tree species including poplars and willows which tend to concentrate in the riparian zone along with dense thickets of blackberries. Groundcover across the site is comprised of a mix of native species and exotic pasture and weed species. Level of groundcover is generally adequate to minimise the erosion risk except for areas of existing erosion and trails.

The lower sideslopes of the steeper areas to the north and east of the proposed housing areas, are partially cleared and vegetation comprises of native and exotic groundcover species and dense patches of ti-tree. Mid to upper slopes and crest are generally vegetated with remnant native open Eucalypt forest. The extensive canopy cover with scattered shrubs and limited groundcover species, is generally adequate to minimise the erosion risk except for cleared areas associated with tracks and trails, and areas where run-off concentrates such as drainage depressions and creeks.

### 3. AREAS OF EROSION



Figure 1: Areas of Erosion

### 3.1 AREAS OF EROSION

There are 12 areas of erosion identified across the development site that lay outside the area to be developed for housing or associated infrastructure, refer **Figure 1**. Six of these areas are erosion generated by rainfall run-off and associated with minor drainage depressions, refer sites E1, E2, E3, E3A, E3B & E3C. One site is related to historical mining operations on the site (E9), and another is the product of quarrying on the site (E5). The remaining five sites (E4, E6-E9) are the result of uncontrolled access to the site and the impact of four-wheel drive and other vehicular traffic on the site.

### 3.2 SIGNIFICANCE OF EROSION

The main significance of erosion on the site is that it is contributing sediment at a rate of 34-95 tonnes per hectare of eroded area. This compares with the sediment generation rate from non-eroded areas of approximately 0.03 tonnes per hectare. Most of the erosion sites are also located close the major creeks and river that drain the site. This means that the once sediment is mobilised (erosion) there is little chance that the material will be redeposited in the landscape before reaching the watercourse. Therefore, erosion on the site is having a direct and significant impact on water quality in the Queanbeyan River

The impact of erosion directly on the landscape is also significant. Erosion reduces the trafficability of trails and tracks and can compromise the integrity of built infrastructure particularly roads, pipes and culverts. In addition, erosion reduces the visual amenity of landscapes which will impact the area significantly as the numbers of people interacting with the local environment increases.

### 3.3 REHABILITATION OPTIONS

The rehabilitation of erosion generally requires that sediment mobilisation (erosion) is minimised on the site. Interventions focus on:

- increasing the resilience of the soil surface to particle dislodgement, generally by increasing groundcover with vegetation and may include temporary measures such as mulching or erosion mats or fabrics
- reducing the pressure being applied to the soil surface from run-off (or wind in some case) by diverting runoff away from the site and/or reducing the velocity of flows across the surface by surface roughening
- intercepting sediment once it has been mobilised by filtering with vegetation and/or reducing velocity until sediment drops from suspension.


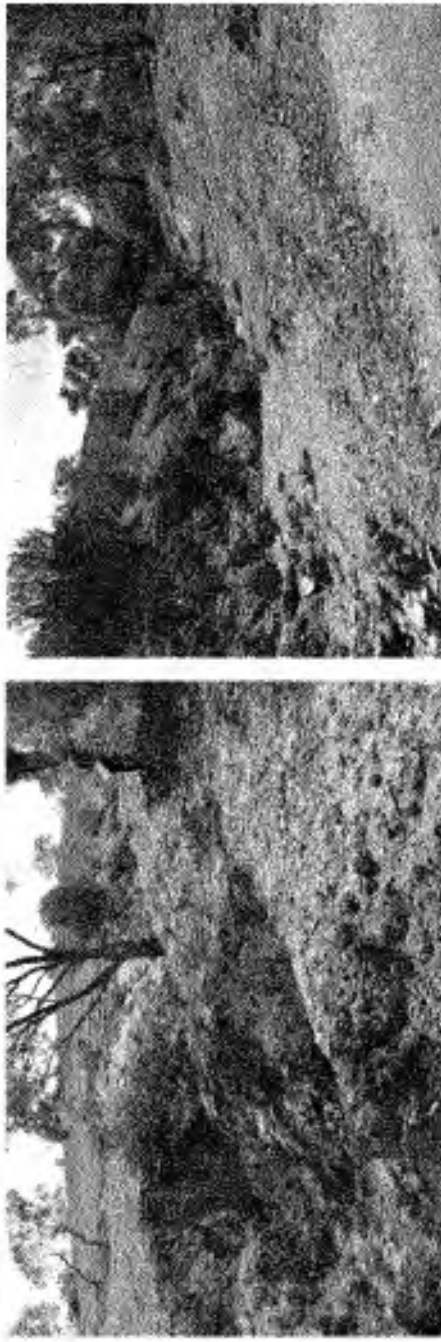
The rehabilitation options proposed in this report generally use a combination of measures depending on site specific issues such as catchment size, slope, topography, proximity to watercourses, degree of existing erosion, presence of existing vegetation and proximity to infrastructure.

#### 4. SITE EROSION AUDIT



Figure 2: E1, E2 and E3 Erosion Works



E1 – Erosion Area				
SITE REF & LOCATION Lat/Long	DESCRIPTION	STATUS Active (Severe, Moderate, Minor) or Stable.	REMEDIAION PRIORITY High/Medium/Low	REMEDIAION OPTION
<b>E1</b>  Lat -35.380413° Lon 149.253317°	Minor gully and bank erosion associated with a minor drainage depression. Site has reasonable vegetation cover of native trees and shrubs. Small active gully heads and small areas of bare eroding bank.	Moderate erosion	Low – Moderate (potential for natural regeneration)	Seed and mulch areas of bare bank where this is actively eroding. Where run-on water is not a problem light cultivation (hand cultivation or small scarifier) may assist in providing a seed bed for revegetation. Species selection should reflect species list in Vegetation Management Plan.
 <p>DSC 3806: Small areas of bare eroding bank</p> <p>DSC 3807: Small active gully heads in gully line</p>				



DSC 3808: Actively eroding vertical creekbank



DSC 3809: Extensive native vegetation in the riparian zone



DSC 3810: Areas of eroding bank collapsing into creek bed



DSC 3811: Small active gully head



Figure 3: E1, E2 and E3 Erosion Works


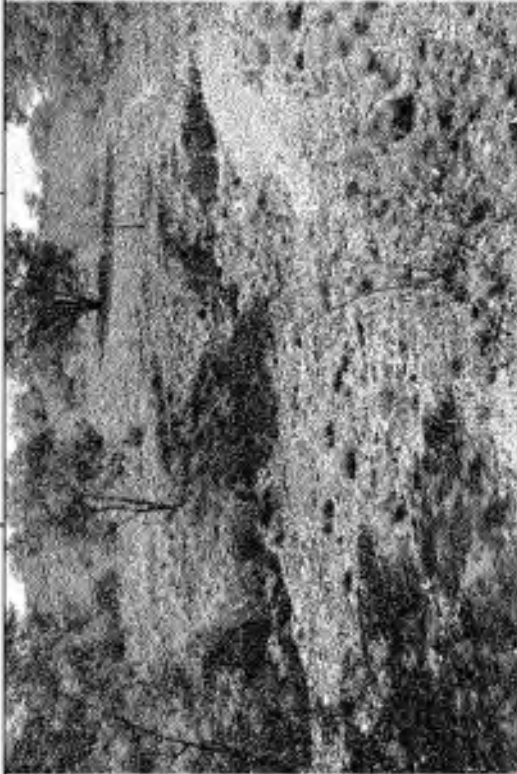
E2 – Erosion Area				
SITE REF & LOCATION Lat/Long	DESCRIPTION	STATUS Active (Severe, Moderate, Minor) or Stable	REMEDIAION PRIORITY High/Medium/Low	REMEDIAION OPTION
E2  Lat -35.378787° Lon 149.252293°	Eroding gully head in small drainage depression.	Moderately active gully head.	Low to medium priority (small depth of gully may naturally regenerate overtime)	Construct a small earth diversion bank upslope of the gully head to divert runoff in the drainage depression around the active gully head. Lightly rip the area around the gully head below the diversion bank, then seed and mulch the area with suitable species mix, consistent with the Vegetation Management Plan.
		 DSC 3803: Small active gully head in base of drainage depression		



Figure 4: E1, E2 and E3 Erosion Works


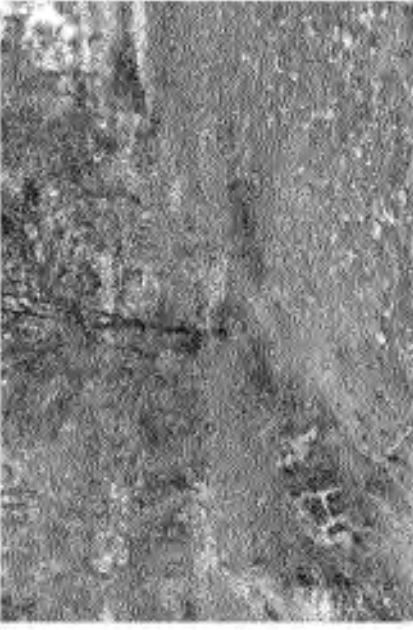

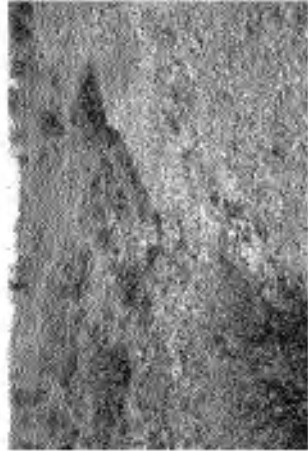
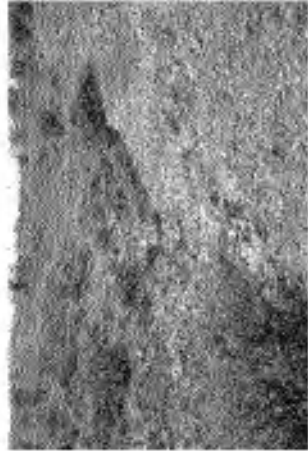
<b>E3 – Erosion Area</b>				
<b>SITE REF &amp; LOCATION</b> Lat/Long	<b>DESCRIPTION</b>	<b>STATUS</b> Active (Severe, Moderate, Minor) or Stable	<b>REMIEDIATION PRIORITY</b> High/Medium/Low	<b>REMIEDIATION OPTION</b>
<b>E3</b>  Lat -35.378787° Lon 149.262293°	Gully and bank erosion in minor drainage depression	Moderately active	Medium priority (significant length of eroding bank and active gully head)	Construct a small earth diversion bank upslope of the active gully head and divert runoff around the active gully head site. Lightly scarify areas of bare and eroding bank and seed and mulch the area with suitable species from the Vegetation Management Plan.
	 <b>DSC 3801: Long section of active bank erosion</b>			 <b>DSC 3802: Active gully head at the top of the gully line</b>



Figure 5: E3A, E3B & E3C Erosion Works

<b>E3A, B &amp; C – Erosion Areas</b>				
<b>SITE REF &amp; LOCATION</b> Lat/Long	<b>DESCRIPTION</b>	<b>STATUS</b> Active (Severe, Moderate, Minor) or Stable	<b>REMEDIAION PRIORITY</b> High/Medium/Low	<b>REMEDIAION OPTION</b>
<b>E3A</b> Lat -35.376405 Lon 149.254887	Small area of gully erosion in minor drainage depression 	Stable	Low	Lightly scarify the surface then seed and mulch areas of bare gully and bank
<b>E3B</b> Lat -35.377410 Lon 149.254253	<b>E3A: Stable gully head</b> Small area of gully erosion in minor drainage depression  <b>E3B: Active minor gully head</b>	Minor active gully erosion	Low to medium	Construct small earth diversion bank upslope of gully head. Lightly scarify the area below the diversion bank then seed and mulch areas of bare earth



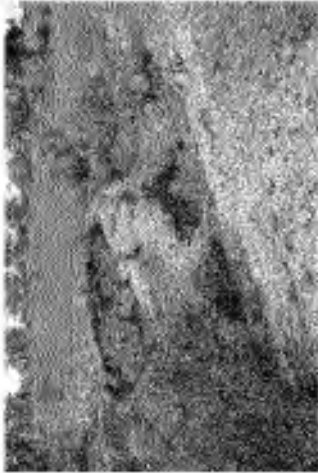
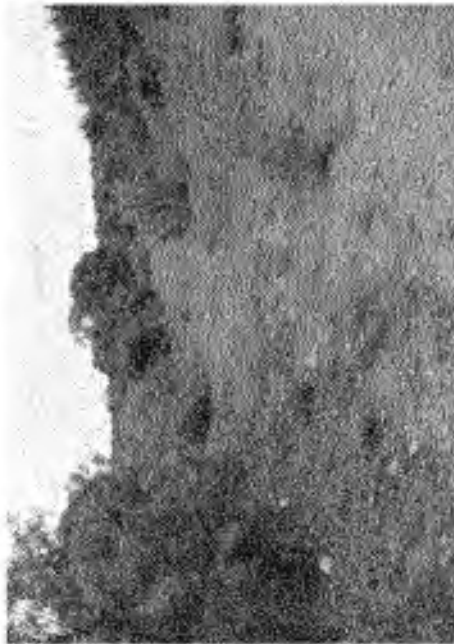
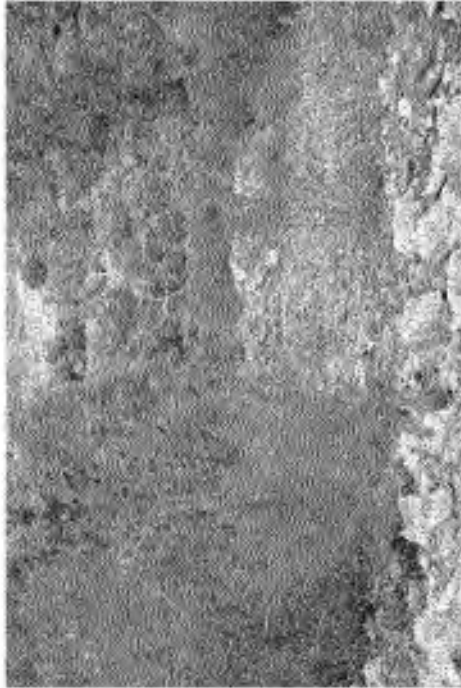
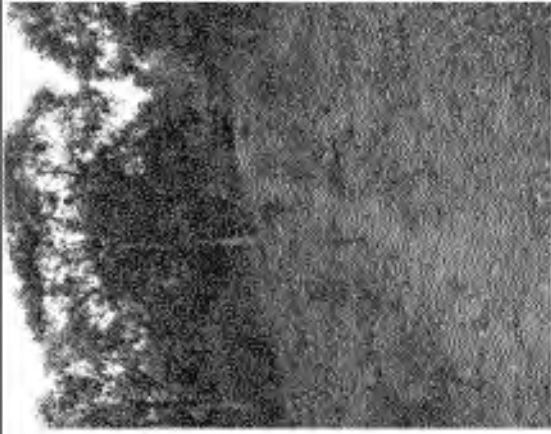
<p><b>E3C</b> Lat -35.376763 Lon 149.253822</p>	<p>Small area of gully and bank erosion in minor drainage depression</p>  <p><b>E3C: Active gully head and banks</b></p>	<p>Minor active gully and bank erosion</p>	<p>Medium</p>	<p>Lightly scarify the area below the gully head and along the areas of bare bank, then seed and mulch areas.</p>
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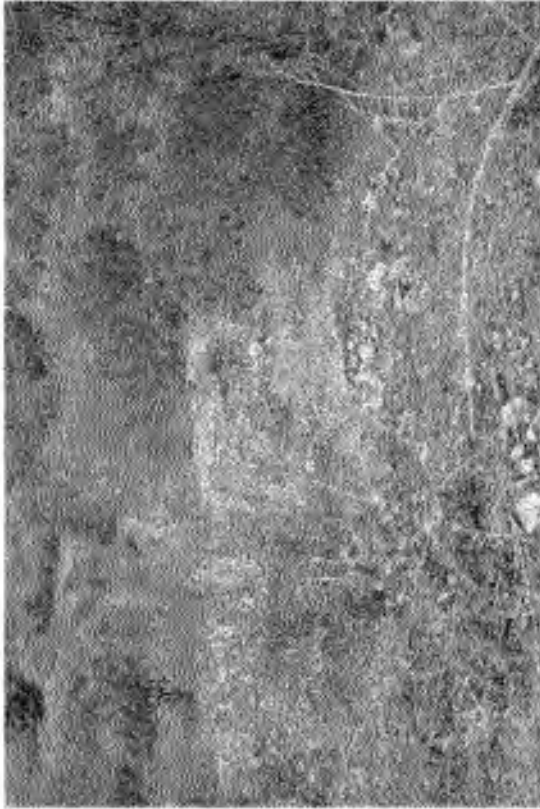
Figure 6: E4 Erosion Works



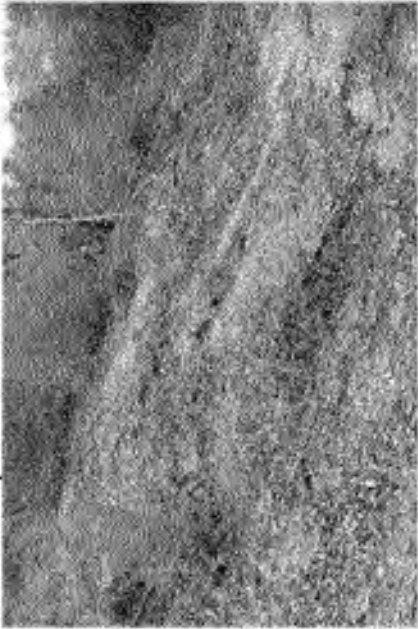
<b>E4 – Erosion Area</b>				
<b>SITE REF &amp; LOCATION</b> Lat/Long	<b>DESCRIPTION</b>	<b>STATUS</b> Active (Severe, Moderate, Minor) or Stable	<b>REMIEDIATION PRIORITY</b> High/Medium/Low	<b>REMIEDIATION OPTION</b>
<p><b>E4</b>                      Lat °35.376043                      Lon °149.251654</p>	<p>Extensive area of steep slope with historical erosion and soil erosion earthworks in place. Erosion created by four-wheel driving tracks up and down the steep slopes.</p>	<p>Small localised areas of active erosion however mostly stable.</p>	<p>Medium (due to high erosion risk and damage to expensive erosion control infrastructure if minor maintenance is not undertaken.</p>	<p>Maintain existing erosion control infrastructure by cleaning sediment out of channels and building up freeboard (height) of banks where these have been degraded. Fill areas of minor rill erosion with loose rock and topsoil. Seed and mulch bare areas to reduce sheet and rill erosion</p>
 <p><b>DSC 3766: Well vegetated erosion control earthworks</b></p>		 <p><b>DSC 3767: Erosion control earthworks</b></p>		



**DSC 3775: Tracks eroding bank freeboard**



**DSC 3770: Deposition in erosion bank channels**



**DSC 3777: Minor erosion on back batter of erosion control bank**



Figure 7: ES Erosion Works

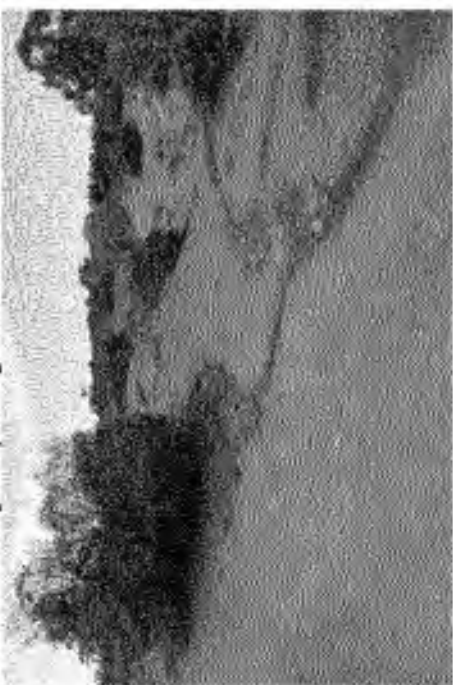
E5 – Erosion Area SITE REF & LOCATION Lat/Long	DESCRIPTION	STATUS Active (Severe, Moderate, Minor) or Stable	REMIEDIATION PRIORITY High/Medium/Low	REMIEDIATION OPTION
E5 Lat -35.375649° Lon 149.256613°	Gravel quarry with erosion emanating from the large area of bare subsoil and degraded bedrock material.	Moderately active sheet and rill erosion across most of the site	Medium (site drains internally to a small sediment basin reducing immediate impact on nearby watercourse)	Construct small earth diversion banks upslope of the gravel quarry to divert clean runoff away from the site and reduce erosion potential. Deep rip the bed of the quarry on the contour to reduce runoff and retain sediment. Where available topsoil the base of the quarry to promote revegetation. Seed and mulch the area with suitable groundcover and shrub species, refer Vegetation Management Plan. Retain the sediment detention basin and enhance the filtering capacity by planting macrophytes in the shallow backwater of the storage.



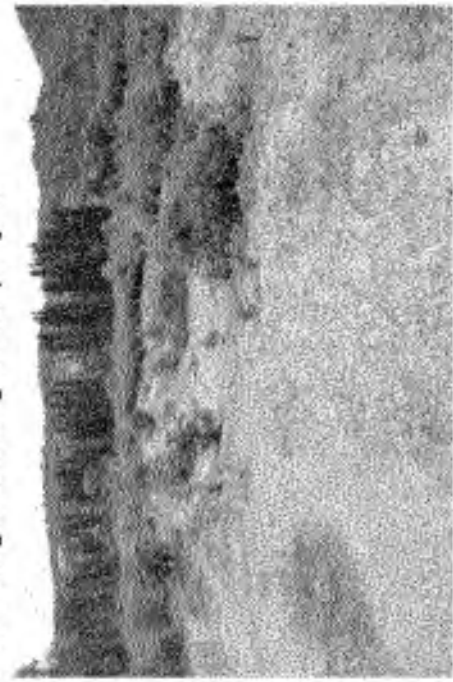
**DSC 3789: Quarry site ponding water in the base**



**DSC 3781: Eroding trails leading into the quarry site**



**DSC 3790: Sheet and rill erosion across the quarry site**



**DSC 3792: Diversion of upslope runoff will prevent clean water entering the site and exacerbating erosion and sediment mobilisation**



Figure 8: E6 & E7 Erosion Works



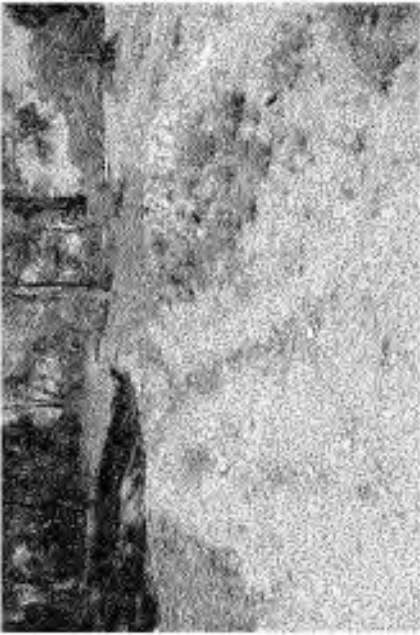

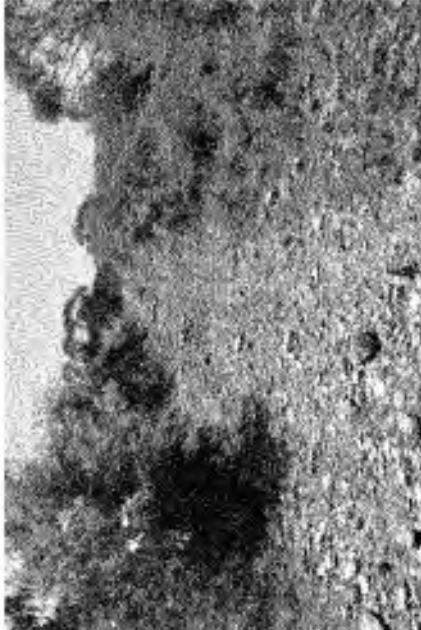
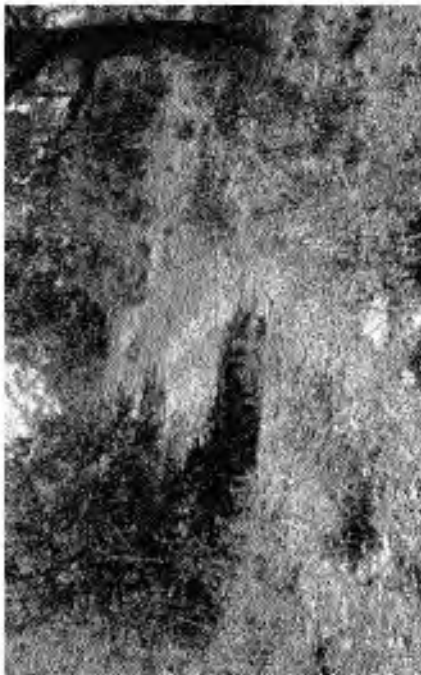
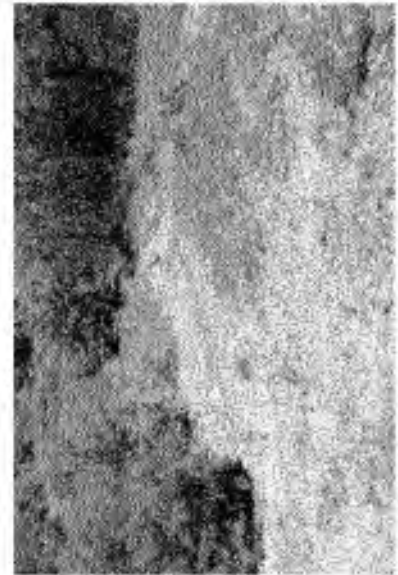
E6 – Erosion Area	DESCRIPTION	STATUS Active (Severe, Moderate, Minor) or Stable	REMIEDIATION PRIORITY	REMIEDIATION OPTION
<p><b>E6</b></p> <p>Lat -35.376884°                      Lon 149.258879°</p>	<p>Extensive area of sheet and rill erosion formed by the concentration of track and trails and vehicle traffic on steep slopes. Includes an extensive area of bare creek flats below flood level</p>	<p>Active moderate to severe erosion.</p>  <p><b>DSC 3830: Extensive bare area with sheet and rill erosion</b></p>	<p><b>High/Medium/Low</b></p> <p>High (large extent of erosion and proximity to creek resulting in direct mobilisation of sediment to watercourse)</p>	<p>Construct an earth diversion bank to direct upslope runoff away from the site. Construct multiple graded banks across the site to control local water and convey this to a safe disposal area. Shape and deep contour rip the site below and between banks. Where possible import topsoil and spread on areas which have eroded to the subsoil level. Seed the area with suitable species, refer Vegetation Management Plan. Mulch all bare seeded areas to reduce erosion and promote germination.</p>

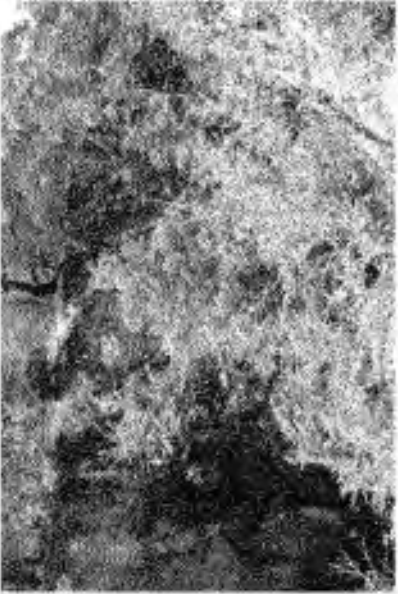


Figure 9: E6 & E7 Erosion Works

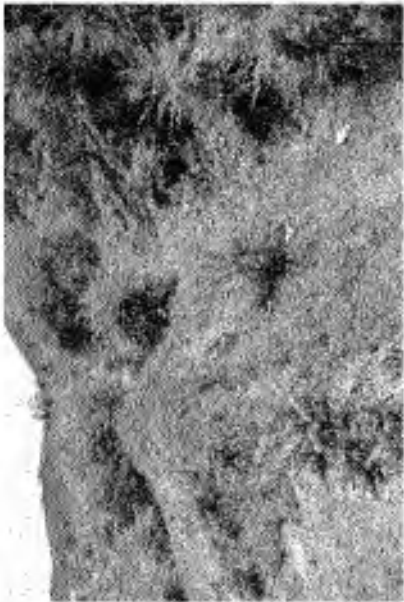
<b>E7: Erosion Area</b>				
<b>SITE REF &amp; LOCATION</b> Lat/Long	<b>DESCRIPTION</b>	<b>STATUS</b> Active (Severe, Moderate, Minor) or Stable	<b>REMEDIAION PRIORITY</b> High/Medium/Low	<b>REMEDIAION OPTION</b>
<p><b>E7</b></p>  <p>Lat -35.377149° Lon 149.259884°</p>	<p>Moderate to steep sloping site with a concentration of trails and old mine/quarry site creating bare areas of sheet and rill erosion.</p>	<p>Active areas of minor to moderate erosion</p>	<p>Medium (localised sites requiring intervention to stabilise)</p>	<p>Decommission redundant trails and divert runoff away from these sites with minor trail crossover banks. Deep contour rip the site and where possible import topsoil and spread on areas which have eroded to the subsoil level. Seed the area with suitable species, refer Vegetation Management Plan. Mutch all bare seeded areas to reduce erosion and promote germination.</p>
	 <p><b>DSC 3831: Erosion of steep redundant trails</b></p>			 <p><b>DSC 3832: Concentration of trails causing erosion</b></p>



**DSC 3833: Sheet and rill erosion across the site**




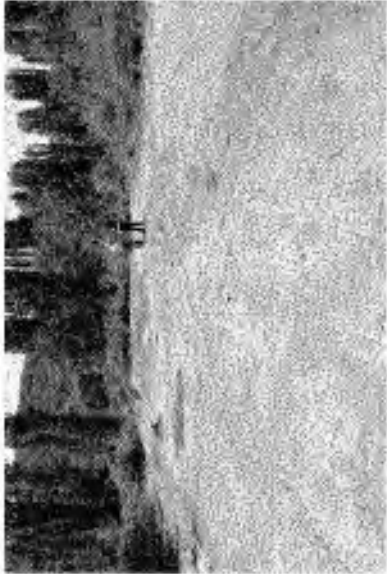
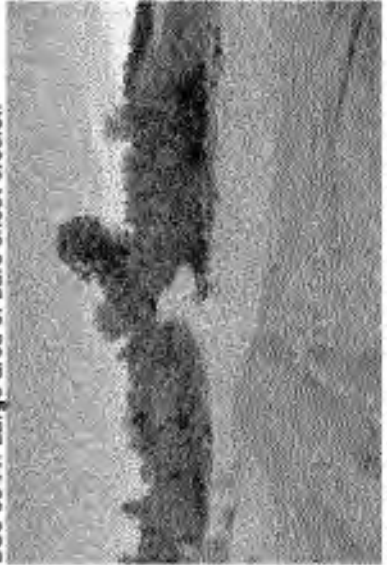
**DSC 3834: Mine/quarry site adjacent to the eastern boundary**



**DSC 3835: Eroding vertical edges on old mine site.**

Figure 10: E8 & E9 Erosion Works



<b>E8: Erosion Area</b>				
<b>SITE REF &amp; LOCATION</b> Lat/Long	<b>DESCRIPTION</b>	<b>STATUS</b> Active (Severe, Moderate, Minor) or Stable	<b>REMEDIAION PRIORITY</b> High/Medium/Low	<b>REMEDIAION OPTION</b>
<p><b>E8</b></p>  <p>Lat -35.372430° Lon 149.254476°</p>	<p>Extensive area of sheet and rill erosion formed by the concentration of track and trails and vehicle traffic on moderate slopes.</p>	<p>Active moderate erosion</p>  <p><b>DSC 3844: Large area of bare sheet erosion</b></p>  <p><b>DSC 3845: Sedimentation from upslope track erosion</b></p>	<p>Medium (active sheet and rill erosion with close proximity to the creek)</p>	<p>Construct an earth diversion bank to direct upslope runoff away from the site. Shape and deep contour rip the site below the bank. Where possible import topsoil and spread on areas which have eroded to the subsoil level. Seed the area with suitable species, refer Landscape Plan. Mulch all bare seeded areas to reduce erosion and promote germination.</p> <p><b>N8:</b>The eastern portion of this area will become a sediment basin in Phase 2 of the development and therefore erosion control works should be concentrated upslope of this area and completed in conjunction with the construction of the basin.</p>

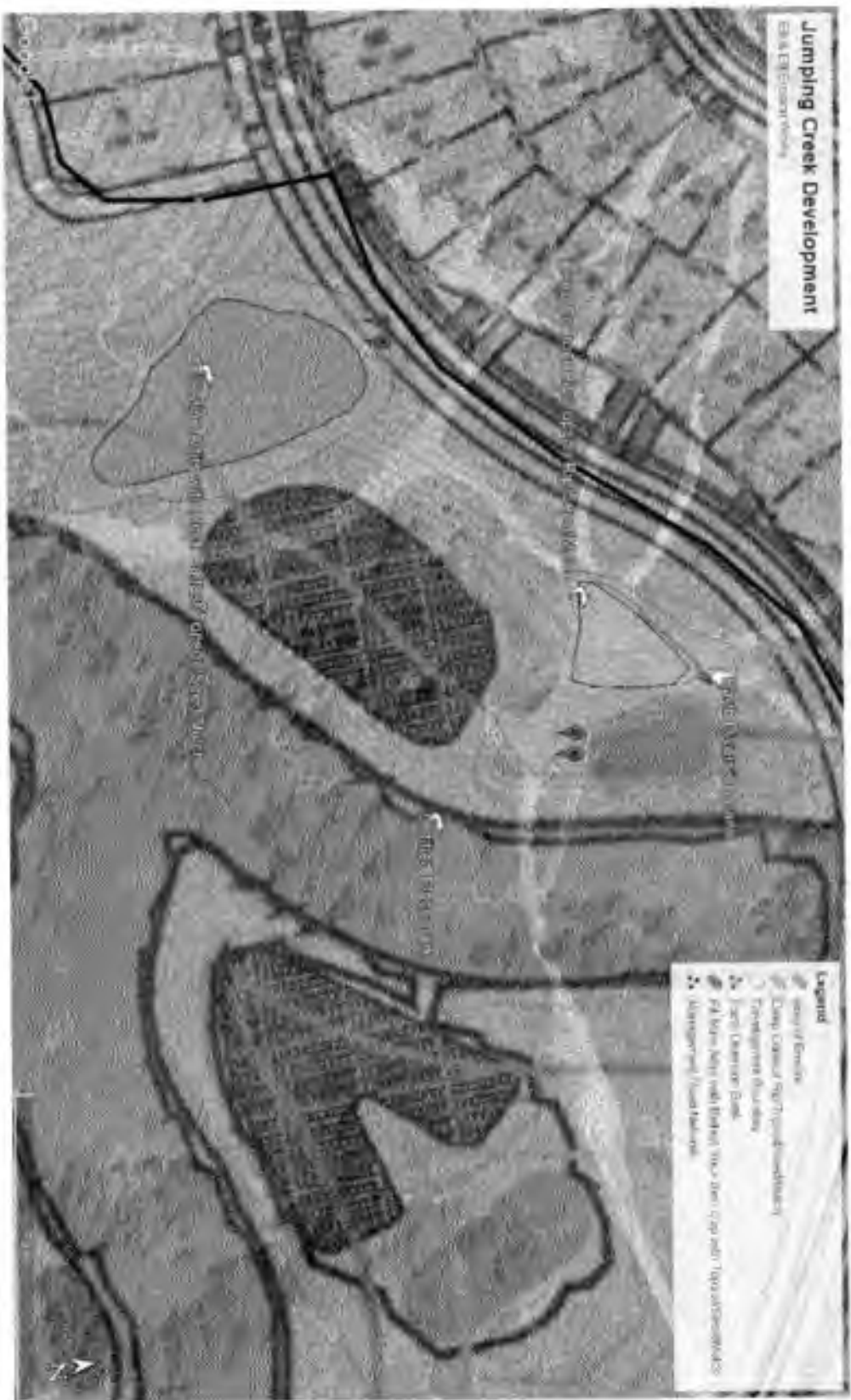

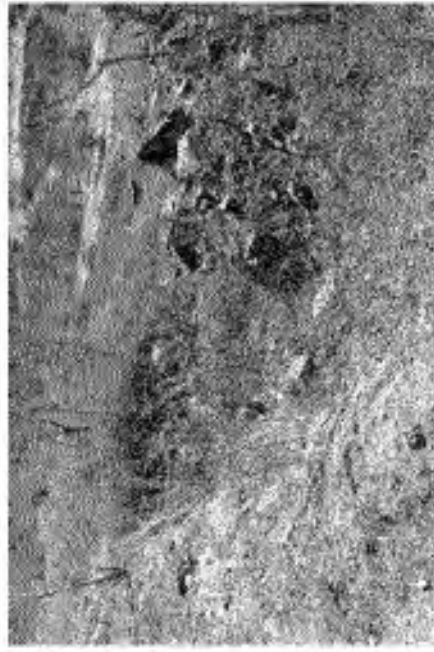


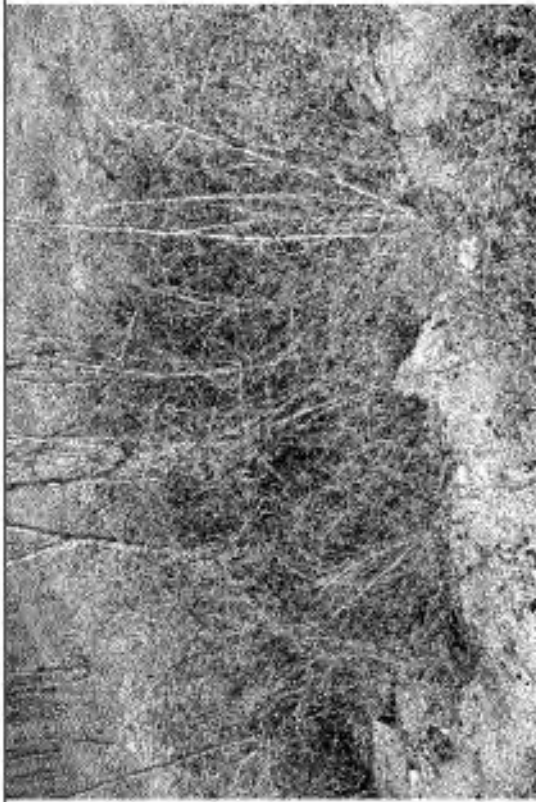
Figure 11: E8 & E9 Erosion Works

<b>E9: Erosion Area</b>		<b>STATUS</b> Active (Severe, Moderate, Minor) or Stable	<b>REMEDIAION PRIORITY</b> High/Medium/Low	<b>REMEDIAION OPTION</b>
<b>SITE REF &amp; LOCATION</b> Lat/Long  <b>E9</b>   Lat -35.375432° Lon 149.252396°	<b>DESCRIPTION</b> Historical mine site with small areas of bare ground and various mine adits. Largely vegetated however still presents a safety hazard	Stable (minor erosion risk but active safety risk)    <b>DSC 3010: Mine adits revegetated with blackberries</b>	High (safety risk and potential risk with surface water secessions into mine adits creating potential groundwater issues)	Mine adits should back filled with coarse ballast material then capped with topsoil and revegetated with appropriate species, refer Landscape Plan. Any bare areas associated with the previous mining activity should be capped with coarse ballast rock (to create a hydraulic break and prevent capillary rise in soils) then topsoiled and seeded. Seeded areas should be mulched to reduce erosion and promote germination.





**DSC 3011: Areas of mine spoil material stockpiled on surface**



**DSC 3012: Partially obscured mine adit creating safety hazard**

## 5. STAGED WORKS PROGRAM

The soil and water management plan will be implemented across the development in four distinct phases as presented in Figures 12-15 below. The Erosion control works (referred to in this Erosion Control Plan) are staged to be consistent with the soil and water management phases. For example, Stage 1 of the erosion works will be undertaken during Phase 1 of the soil and water management works, and so on.



**Figure 12: Soil & Water Management - Phase 1**  
Indicative layout only - please refer to engineering set for latest layout



**Figure 13: Soil & Water Management - Phase 2**  
Indicative layout only - please refer to engineering set for latest layout



**Figure 14: Soil & Water Management - Phase 3**  
Indicative layout only - please refer to engineering set for latest layout

SOIL & WATER



**Figure 15: Soil & Water Management - Phase 4**  
Indicative layout only - please refer to engineering set for latest layout

SOIL & WATER

The erosion control work proposed will be staged to recognise both the priority of the works and phases of the development. Works will be undertaken in conjunction with the construction activities and provision of access associated with each phase of soil and water management activities. The appropriate scheduling of works within each Stage will be undertaken by the developer prior to commencement of works.

### 5.1 STAGE 1 EROSION CONTROL WORKS (SOIL & WATER MANAGEMENT PHASE 1)

SITE REF	EROSION WORKS
E4	Maintain the existing erosion control earthworks by cleaning out bank channels and topping up bank freeboard.

### 5.2 STAGE 2 EROSION CONTROL WORKS (SOIL & WATER MANAGEMENT PHASE 2)

SITE REF	EROSION WORKS
E8	Construct an earth diversion bank upslope of the eroded area. Deep rip the area on the contour and spread imported topsoil where erosion has reached subsoil. Revegetate by seeding and mulching.  <b>NB: The eastern portion of this area will become a sediment basin in Phase 2 of the development and therefore erosion control works should be concentrated upslope of this area and completed in conjunction with the construction of the basin.</b>
E9	Fill and vegetate mine adits and any other bare areas by capping with coarse ballast rock then topsoiling, seeding and mulching.

### 5.3 STAGE 3 EROSION CONTROL WORKS (SOIL & WATER MANAGEMENT PHASE 3)

SITE REF	REMEDATION WORKS REQUIRED
	<b>No Work Proposed</b>

#### 5.4 STAGE 4 EROSION CONTROL WORKS (SOIL & WATER MANAGEMENT PHASE 4)

SITE REF	REMEDIATION WORKS REQUIRED
<b>E1</b>	Lightly rip on the contour (where there is no run-on water), then seed and mulch bare eroding banks.
<b>E2</b>	Construct earth diversion bank upslope of gully head to divert flows around the site. Lightly rip on the contour below the diversion bank, then seed and mulch.
<b>E3</b>	Construct earth diversion bank upslope of gully head to divert flows around the site. Lightly rip on the contour below the diversion bank, then seed and mulch.
<b>E3 A,B,C</b>	<p><b>A-</b> Lightly rip on the contour (where there is no run-on water), then seed and mulch bare eroding banks.</p> <p><b>B-</b> Construct earth diversion bank upslope of gully head to divert flows around the site. Lightly rip on the contour below the diversion bank, then seed and mulch.</p> <p><b>C-</b> Lightly rip on the contour (where there is no run-on water), then seed and mulch bare eroding banks</p>
<b>E5</b>	Construct earth diversion bank upslope of the old quarry site to divert run-on water away from site. Deep rip the area on the contour and spread imported topsoil where erosion has reached subsoil. Revegetate by seeding and mulching. Plant macrophytes in the backwater of the sediment detention basin at the downslope end of the quarry.
<b>E6</b>	Construct earth diversion bank upslope of the eroded area to divert run-on water away from site. Construct graded banks (three) across the eroded area to intercept local run-off water and convey to a safe disposal area. Deep rip the area on the contour and spread imported topsoil where erosion has reached subsoil. Revegetate by seeding and mulching.
<b>E7</b>	Deep rip the area on the contour and spread imported topsoil where erosion has reached subsoil. Revegetate by seeding and mulching.

## 6. MONITORING, MAINTENANCE AND MANAGEMENT PROGRAM

Monitoring, maintenance and management should commence as soon as works have been undertaken and continue into the long term. It is expected that the roles and responsibilities for these activities will change overtime as the development is progressively completed and sections of public land revert to Council for ongoing management. The role of community groups, associations and/or local Landcare groups should also be considered in developing long term plans. Refer **Table 2** below.

Monitoring, maintenance and management should include a scheduled program of activities plus event-based triggers requiring additional activity. For some sites the frequency and event-based triggers will change over time in response the changing vulnerability of sites resulting from the construction of drainage and revegetation outcomes.



**Table 2: Monitoring Program**

<b>Erosion Monitoring Site</b>	<b>Frequency of monitoring inspections</b>	<b>Additional inspections Triggered by Specific Events</b>	<b>Responsibilities</b>	<b>Management Response</b>
Revegetation (with right roping)	Every 3 months for the first 12 months following sowing Then <b>annually</b> at the end of summer when groundcover is at lowest.	During the first 12 months - after major rainfall runoff events Then after >1 in 1-year rainfall events	Developer, community groups, contractors	Identify re-seeding and/or more intensive erosion control work to ensure stability of the site
Revegetation with deep roping	Every 3 months for the first 18 months following sowing Then <b>annually</b> at the end of summer when groundcover is at lowest.	During the first 12 months - after major rainfall runoff events Then after >1 in 1-year rainfall events	Developer, community groups, contractors	Identify re-seeding and/or more intensive erosion control work to ensure stability of the site
Revegetation with roping and diversion earthworks	Every 3 months for the first 24 months following sowing Then <b>annually</b> at the end of summer when groundcover is at lowest.	During the first 24 months - after major rainfall runoff events Then after >1 in 1-year rainfall events	Developer, community group, contractors	Identify re-seeding or earthworks repair or upgrades required to ensure stability of the site



## **ANNEXURE F TRAIL MANAGEMENT PLAN**

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**SOIL AND WATER**

## **TRAIL MANAGEMENT PLAN**

JUMPING CREEK ESTATE

QUEANBEYAN NSW

**Version 5**

**30 May 2019**



**FRANKLIN CONSULTING AUSTRALIA PTY LIMITED**

abn 59 611 394 953  
[www.soilandwater.net.au](http://www.soilandwater.net.au)



## SOIL AND WATER

### OUR COMPANY

Franklin Consulting Australia Pty Limited, trading as Soil and Water, offers expert advice and services to the agriculture, development and environmental conservation sectors. We provide soil and water management advice, undertake land capability and soil assessment, erosion and sediment control, and soil conservation, catchment and property management planning. We have extensive experience in both government and private sectors in senior management and consulting roles.

We provide our services to individual land holders, sub-division developers, surveyors, commercial business owners, and land development and regulatory agencies.

#### *Principal Consultant*

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Franklin Consulting Australia Pty Ltd holds current Workers Compensation Insurance with CGU (Policy Number O/16-5885) and Professional Indemnity cover of \$10,000,000 and Public Liability cover of \$10,000,000 with Lloyds.

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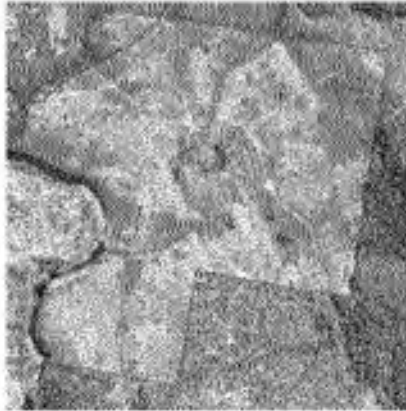
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## EXECUTIVE SUMMARY

Soil and Water (Franklin Consulting Australia Pty Limited) was engaged by Peet Limited to develop a Trail Management Plan to support a housing development application for the Jumping Creek Estate within Lot 5 DP 1199045, Queanbeyan NSW. The development involves residential dwellings, with a large residual area to be dedicated as Public Reserve which will be managed for conservation purposes with provision for recreation by residents and the public.

The Jumping Creek site is approximately 96.43 ha in area and is located near the locality of Greenleigh, approximately 3km south-east of the Queanbeyan CBD. The site is described as Lot 5 DP 1199045 (Figure 1). The site is a combination of undulating and flatter land, bounded by Greenleigh Estate (zoned E4 Environmental Living) to the north-west, the Queanbeyan River to the west, and steep escarpments to the north, east and south east (parts of which lie within the Cuumbeun Nature Reserve). Most of the surrounding escarpment land is zoned E2 Environmental Conservation.



**Figure 1: Lot 5 DP1199045**

This Trail Management Plan is one of three reports prepared by Franklin Consulting Australia, the others being a Vegetation Management Plan and Erosion Control Plan.

The focus of the trail management plan was to identify trails to retain as part of a strategic trail network that provides access across the site to enable efficient land management activities. The strategic trails network identified will facilitate the implementation of the land and vegetation management activities in the vegetation management plan and will provide opportunity for recreational activities in these areas. In accordance with the findings of the Bushfire Assessment Report by Ember Consulting, the strategic trail network is not formally required for fire management purposes. However, it provides the relevant management authority with the potential to access the environmental areas should it be required.

Works required to upgrade the trail network to an appropriate standard are identified and detailed. Redundant trails are also identified, and rehabilitation measures proposed. Trails within the areas where housing and related infrastructure are to be constructed, have not been considered in this report. The rehabilitation of trails in these areas will be undertaken as part of the groundworks to establish the development.

A site inspection was carried out Saturday 19 January 2019 during which a trail network of 11 trails was identified. Of these four were considered to provide a strategic management function and were critical to achieving the broader land management goals for the property. The remaining 7 trails did not fulfil a strategic management or land management/access function and were therefore considered to be redundant. The redundant trails will be removed to reduce the amount of sediment generated from unsealed trails, estimated to be in the order of 9.6 tonnes / year / kilometre (based on a 4-metre wide track) as well as reduce the costs associated with maintenance.

A staged works program to upgrade trails to be retained to the required standard will further reduce the amount of sediment being generated by unsealed trails on the site, as well as ensure that the land management functions of the network are delivered efficiently. Staging is designed to deliver the land management needs of the site progressively, commensurate with the phases of development. The monitoring program will ensure that the strategic trail network is maintained to an appropriate standard that ensures the land management needs of the site are delivered and impacts on the environment related to erosion and sedimentation, are minimised.

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## 1. INTRODUCTION

### 1.1 SCOPE

This Trail Management Plan will:

- identify existing trails, their condition, purpose and strategic value;
- develop a strategic trail network to be developed and maintained;
- outline appropriate standards for network trails;
- specify drainage and erosion control measures to support a stable and sustainable trail network; and
- outline a monitoring and maintenance program.

Existing trails which are not identified as supporting an essential land/vegetation management function, are considered redundant. Measures required to remove and rehabilitate these trails are identified.

Trails within the area to be developed for housing or related infrastructure have not been considered as these will be removed/rehabilitated when undertaking the groundworks to construct the development.

The trail management plan should be considered in conjunction with the supporting Vegetation Management Plan, Erosion Control Plan and Bushfire Assessment Report by Ember Consulting.

### 1.2 REFERENCES

*Vegetation Management Plan, Jumping Creek, Queanbeyan, Soil and Water (2018)*

*Erosion Control Plan, Jumping Creek, Queanbeyan, Soil and Water (2018)*

*Planning for Bush Fire Protection, NSW Rural Fire Service, August 2018*

*Soils and Construction: Managing Urban Stormwater, NSW Government, 2004*

*NSW RFS Fire Trail Design, Construction and Maintenance Manual, NSW RFS 2017*

*Track design and management, NSW Soil Knowledge Network (Presentation P. Fogarty) June 2018*

### 1.3 METHODOLOGY

The following methodology was used to the identify the extent and nature of the trail network required on the site:

1. Identify access and trafficability needs based on the proposed landuse and requirements for the site including:

- a. Manage ecological and biodiversity values
  - b. Provide recreational opportunities.
2. Identify the trails which link with existing and proposed access trail and formal road network to provide for the strategic land management needs of the site.
  3. Identify existing trails which do not serve a strategic land management function and are therefore redundant and a priority for removal and rehabilitation.
  4. Review the final lot layout to identify trails which will be developed as part of the formal road network within the site.
  5. Review the final lot layout to identify which of the redundant trails will be removed/rehabilitated as part of the groundworks to establish the housing area and associated infrastructure.
  6. Undertake an audit of the trail network to identify soil and water management works required to create a suitable trail network
  7. Develop a works program which recognises the staged development and soil and water management priorities.
  8. Develop a maintenance and management program to ensure the trails remain in a condition suitable to support the strategic land management needs of the site.

## 2. STRATEGIC TRAIL NETWORK

The strategic trail network recommended for the site includes trails which are primarily designed and located to provide for the efficient and effective land management activities required across the undeveloped areas of the site. The trail network may also provide opportunities for recreational activities such as walking and bike riding and assist in bush fire management. It is noted that in accordance with the Bush Fire Assessment Report by Ember Consulting, the formal network of edge roads, that are a feature of the proposal, provide the required level of bush fire protection and comply with the acceptable solutions set out in Planning for Bush Fire Protection PBP (2006).

The network designed provides the number of trails to support land management activities. This recognises the potential negative impacts associated with an extensive network of trails which include:

- Increased cost associated with trail maintenance
- Increased potential for land and water degradation associated with erosion and sedimentation from a network of unsealed trails impacting downstream creeks and rivers
- Increased land degradation associated with public access including rubbish dumping, weed invasion, and damaging activities such as hunting, four-wheel driving and motorcycle riding
- Increased risk of fire initiated by public access, campers and picnickers.

For example, the sediment generated by unsealed trails on the shale soil type that exists on much of the site, and on gradients consistent with much of the trail network (5 or 10% slopes) has been estimated using the Universal Soil Loss Equation below:

Site condition	R	L	S	K	C	Erosion rate (t/ha/yr)
Natural	1300	80	5%	.022	.001	0.03
Bare surface	1300	80	5%	.022	1	34.0
Bare 15cm	1300	80	5%	.026	1	40.0
Bare 15cm	1300	80	10%	.026	1	94.9

Using these estimates the sediment delivered by an unsealed trail of 4-metre width and 1-kilometre length is approximately:

$$1\text{km} \times 4\text{m} \times 24\text{t/ha/yr} = 9.6 \text{ tonnes/year}$$

Therefore, existing trails which are not essential for land management will be removed and rehabilitated.

The strategic trail network proposed is shown in **Figure 1**, including the redundant trails for removal. The Management Trails identified will serve multiple purposes however the capacity of the network to effectively support a variety of land management and recreational purposes relies on all being upgraded and maintained to an appropriate standard.



Figure 1: Strategic Trail Network

## 2.1 MANAGEMENT TRAIL NETWORK

The management trail network, links to the formal road network which provides perimeter protection and access to the urban lots within the development. The proposed management trails have the potential to assist bushfire management activities and during bushfire emergencies, however, they are not a formal part of the bushfire management strategy for the site.

For the purposes of this Plan the desired trail standard is consistent with **Table 1: Category 9 Fire Trail Requirements**, as detailed below. This is considered appropriate as a Category 9 appliance is a light four-wheel drive fitted with a water tank and pumping unit, which is consistent with the types of vehicles used in vegetation management activities such as weed spraying. The works program for Management Trails is generally consistent with delivering trails which meet this standard.

The Management Trail network proposed is shown in **Figure 2**.

**Table 1: Category 9 Fire Trail requirements** (NSW Rural Fire Service, *Fire Trail Standards – 14 August 2017*)

Requirement	Performance criteria	Acceptable solutions
Width	The width of the trail provides for safe, reliable and unobstructed passage by a Category 9 firefighting vehicle within acceptable operational limits.	The trafficable surface has a width of 3 metres except for short constrictions to 2.5 metres for no more than 30 metres in length where an obstruction cannot be reasonably avoided or removed.  Curves have a minimum inner radius of 5 metres. The minimum distance between inner and outer curves is 5 metres.
Capacity	The construction and formation of the trail is trafficable under all weather conditions (other than due to flood, storm surge or snowfall) for a Category 9 firefighting vehicle.	Trail surfaces and crossing structures are capable of carrying vehicles with a gross vehicle mass of 4 tonnes and an axle load of 2 tonnes.
Grade and cross fall	The vertical profile of the trail provides for traction and safe working angle within the physical operational capability of a Category 9 firefighting vehicle  <i>Note: This includes design that does not impede the undercarriage of a vehicle.</i>	The maximum grade of a trail is not more than 15 degrees.  The cross fall of the trail surface is not more than 6 degrees.  Drainage structures, feature crossings, or other significant changes in the grade of the trail shall be in accordance with the <i>NSW RFS Fire Trail Design, Construction and Maintenance Manual</i> .
Clearance	A cleared corridor is provided around the trail which permits the unobstructed passage of a Category 9 firefighting vehicle	A minimum vertical clearance of 3 metres is provided above the surface of the trafficable surface clear of obstructions.

	and for a working corridor either side of the vehicle to enable firefighters to exit from, and access equipment in, the vehicle.	
Passing	The trail provides for two Category 9 firefighting vehicles to pass at appropriate intervals so as to avoid unacceptable delays in operations	Capacity for passing bays are provided every 250 metres comprising: <ul style="list-style-type: none"> <li>› A widened trafficable surface of at least 5 metres for a length of at least 15 metres; or,</li> <li>› A 5.5-metre-wide and 6-metre long area clear of the trafficable surface with a minimum inner curve radius of 5 metres and minimum outer radius of 10 metres.</li> </ul>
Turnarounds	The trail provides for a turning manoeuvre for a Category 9 firefighting vehicle to return in the direction from which it came at appropriate intervals and at the termination of a trail	A turning area is provided at the termination of a trail and every 500 metres and is achieved by: <ul style="list-style-type: none"> <li>› An area clear of the trafficable surface 5.5 metres wide and 6 metres deep, with a minimum inner curve radius of 5 metres and outer minimum radius of 10 metres; or</li> <li>› Turning circle of minimum 16 metre diameter.</li> </ul>
Drainage	The fire trail is drained effectively to manage rainfall runoff to prevent damage to the trafficable surface.	Drainage of the trail is designed and constructed in accordance with the NSW RFS Fire Trail Design, Construction and Maintenance Manual.

The Management Trails network will enable the delivery of the ecological and biodiversity outcome detailed in the Vegetation Management Plan. These, in conjunction with the linking formal Road Network, break up the development into smaller management units which facilitate activities identified in the Vegetation Management Plan including:

- Weed control activities including noxious weed control and removal and management of environmental weeds
- Feral animal control activities including rabbit and fox control measures
- Strategic revegetation.

The proposed Management Trails will also support the implementation of the works program detailed in the Erosion Control Plan.

Trails which will support land management and access activities within the strategic trail network are shown in **Figure 2**.

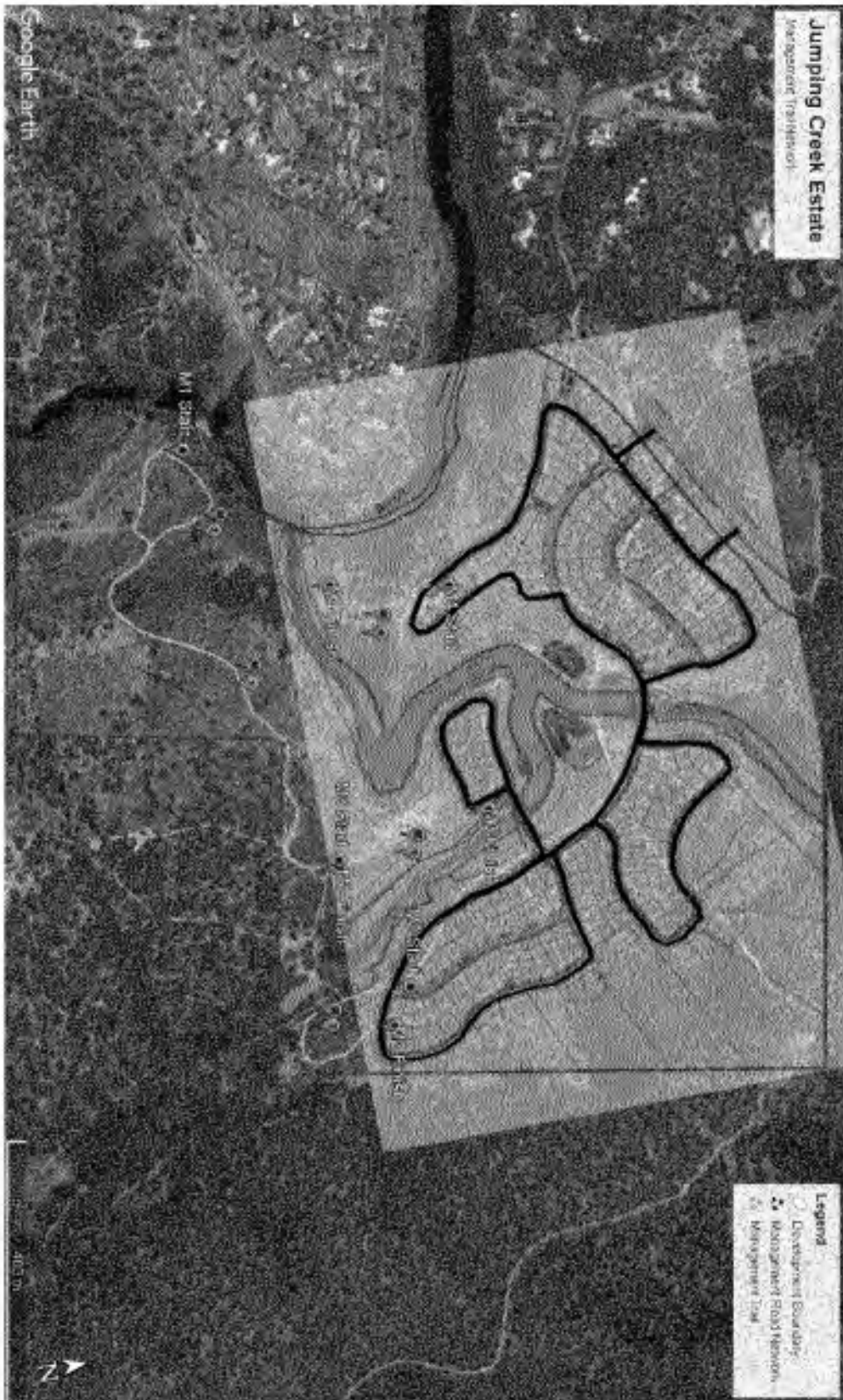


Figure 2: Management Trails



## 2.2 REDUNDANT TRAILS

Existing trails which are not a priority for management and access are considered redundant and will be removed and rehabilitated. Removal of the redundant trails will reduce the extent of unsealed track contributing sediment to creeks and rivers and requiring regular maintenance.

Removal and rehabilitation effort will reinstate a stable and vegetated surface with permanent soil and water management measures implemented to ensure the ongoing erosion risk is minimised


Trails which are redundant and a priority for removal and rehabilitation are shown in **Figure 3**.

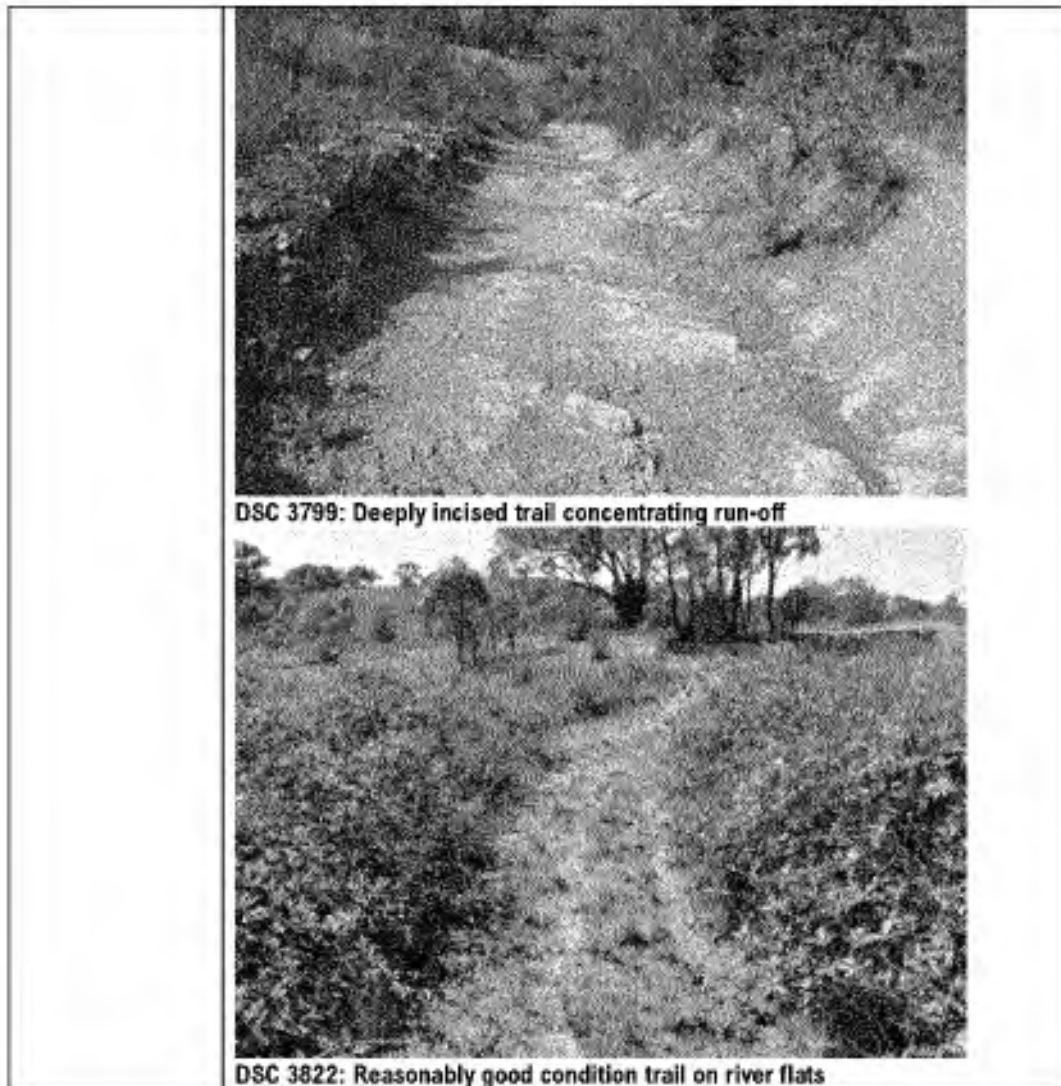


Figure 3: Redundant Trails

### 3. TRAIL AUDIT

#### MANAGEMENT TRAILS

M1 - DESCRIPTION	
SITE REF & LOCATION	DESCRIPTION AND SITE PICTURES
<p><b>Start</b>                      Lat 35.378022                      Lon 149.249556</p> <p><b>End</b>                      Lat 35.376803                      Lon 149.2569</p>	<p>The M1 Trail provides a strategic east-west linkage across the southern portion of the property. It provides the main connectivity through the area to be managed primarily for ecological and passive recreational activities. The trail links with the formal road network through connection with M3 at the northern end.</p> <p>This is a sensitive environmental area and the Vegetation Management Plan recommends active weed and feral animal management as well as strategic revegetation. All of these activities will be facilitated by the access provided by this trail. The trail will also provide emergency vehicle access to the riparian area adjacent to the Queanbeyan River which may be a focal point for passive recreational activities.</p> <p>The main section of the trail is generally in good condition. There are small sections associated with steeper grades and existing erosion, which will require significant reforming and shaping including road drainage work, refer <b>Figures DSC 3825-7 &amp; DSC 3799</b>. Where the trail intersects minor drainage depressions pipe culverts will need to be installed, refer <b>Figure 4</b>.</p> <p>The loop section of the trail is in reasonably good condition in the lower section which parallels the Queanbeyan River along the river flats and has limited definition. The moderately sloping section upslope of the river flats will require some permanent drainage works to prevent concentration of flows along rehabilitated sections.</p>  <p><b>DSC 3826: Relatively stable all-weather surface</b></p>





**DSC 3823: Moderate-sloping sections upslope of the river flats require permanent drainage structures**



**DSC 3824: Permanent crossover banks required to limit concentration of runoff**

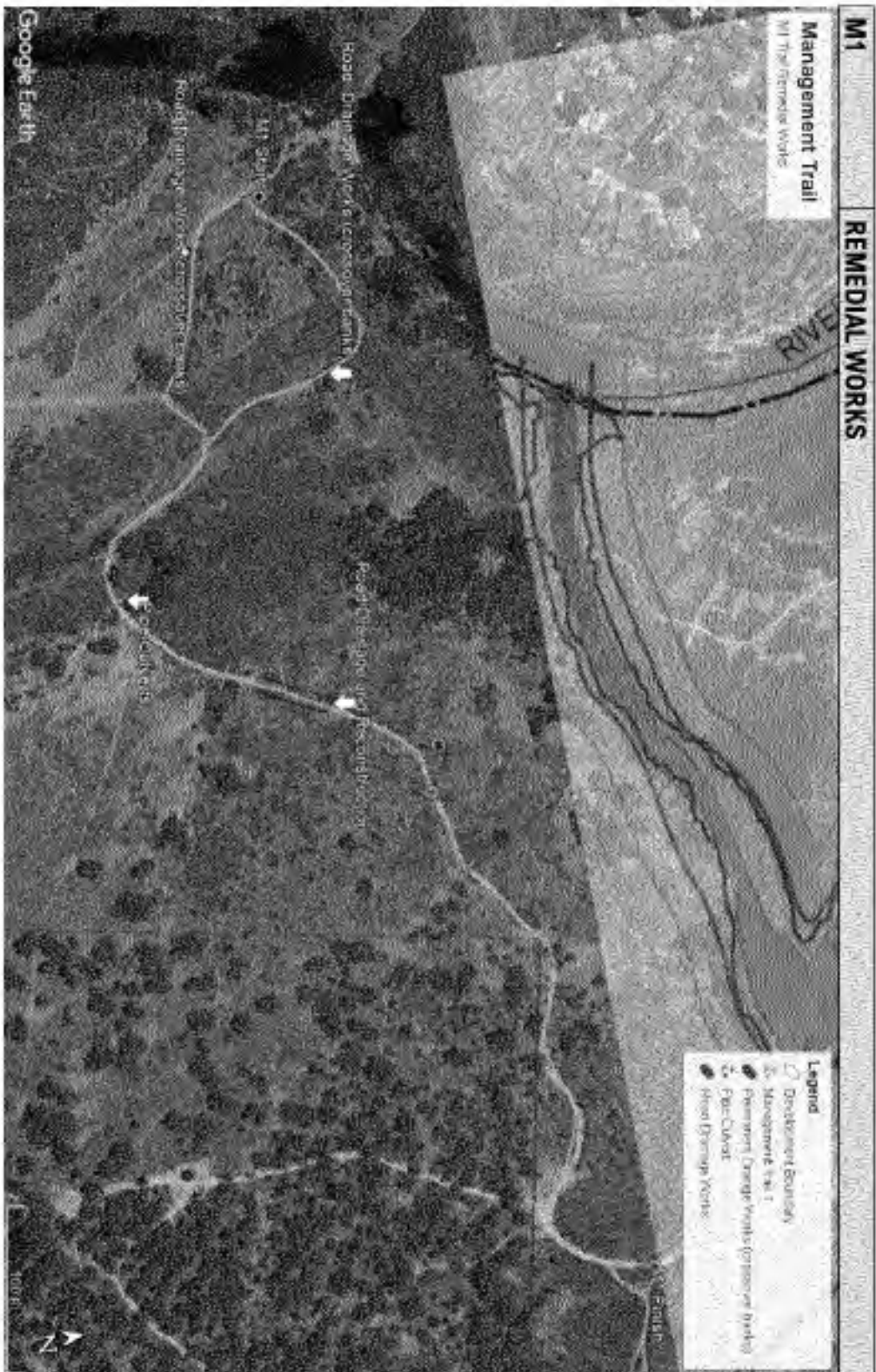


Figure 4: Trail M1 Remedial Works

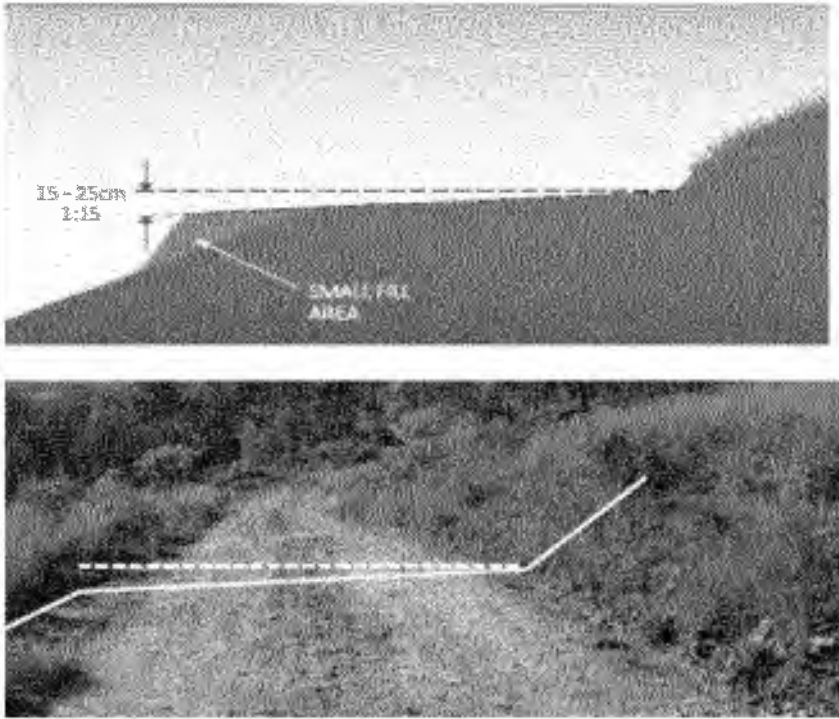
M1	REMEDIAL WORKS																														
<p><b>Culverts (4)</b>                      Lat 35.379039                      Lon 149.251736</p> <p>Lat 35.379022                      Lon 149.252081</p> <p>Lat 35.378503                      Lon 149.252644</p> <p>Lat 35.377383                      Lon 149.254161</p>	<p>Concrete pipe culvert structures will need to be installed at all points where upslope drainage concentrates and cross Trail M1. The indicative locations for these structures are provided in <b>Figure 4</b> and coordinates are provided in column 1 of this table. Additional locations requiring the installation of culverts may be identified during construction.</p> <p>Pipe culverts will generally need to include concrete headwalls at upslope and downslope ends. To achieve the design culvert grades some inlets may need to be cut into the ground level. In these instances, a concrete drop inlet structure should be used to reduce the chance of erosion upstream of the structure.</p>																														
<p><b>Major drainage and road surfacing</b></p> <p>SECTION 1  <b>Start</b>                      Lat 35.377553                      Lon 149.250736  <b>End</b>                      Lat 35.377806                      Lon 149.250811</p> <p>SECTION 2  <b>Start</b>                      Lat 35.378286                      Lon 149.249878  <b>End</b>                      Lat 35.378578                      Lon 149.250756</p> <p>SECTION 3  <b>Start</b>                      Lat 35.378353                      Lon 149.252756  <b>End</b>                      Lat 35.377956                      Lon 149.252989</p>	<p>There are three sections of Trail M1 that will require major reshaping and the installation of major road drainage works, refer <b>Figure 4</b> and associated coordinates. These areas have eroded, are deeply rutted creating a hazard to traffic, and degrading downstream water quality due to erosion and sedimentation. The road surface needs to be reshaped to create a trafficable surface profile and road drainage structures installed including crossover banks and mitre/table drains. The design and spacing of these features should conform to the <i>NSW RFS Fire Trail Design, Construction and Maintenance Manual</i>. Spacing for drainage features varies depending on soil type and slope as explained below.</p> <table border="1" data-bbox="507 1111 1241 1346"> <thead> <tr> <th>Road grade</th> <th>Soil Class A</th> <th>Soil Class B</th> <th>Soil Class C</th> <th>Soil Class D</th> </tr> </thead> <tbody> <tr> <td>Up to 14% (3°-10°)</td> <td>70 to 80m</td> <td>60 to 70m</td> <td>50 to 60m</td> <td>*</td> </tr> <tr> <td>14 - 23% (3°-12°)</td> <td>60 to 70m</td> <td>50 to 60m</td> <td>*</td> <td>*</td> </tr> <tr> <td>23-28% (12°-16°)</td> <td>40 to 60m</td> <td>*</td> <td>*</td> <td>*</td> </tr> <tr> <td>28-36% (16°-20°)</td> <td>30 to 40m</td> <td>*</td> <td>*</td> <td>*</td> </tr> <tr> <td>36-47% (20°-22°)</td> <td>30m</td> <td>*</td> <td>*</td> <td>*</td> </tr> </tbody> </table> <p><i>Class A soils</i> are stable, well aggregated with low potential to erode</p> <p><i>Class B soils</i> are coarse grain / sandy, have weaker structure throughout, are erodible but because they are coarse grained, sediment doesn't travel far</p> <p><i>Class C soils</i> have medium to fine grain B horizon, are relatively stable but, because they have a high silt and/or clay content, their sediment will travel much further than Class B soil sediment.</p> <p><i>Class D soils</i> are highly erosive and dispersive and because they also have a high silt and clay content pose the greatest hazard.</p>	Road grade	Soil Class A	Soil Class B	Soil Class C	Soil Class D	Up to 14% (3°-10°)	70 to 80m	60 to 70m	50 to 60m	*	14 - 23% (3°-12°)	60 to 70m	50 to 60m	*	*	23-28% (12°-16°)	40 to 60m	*	*	*	28-36% (16°-20°)	30 to 40m	*	*	*	36-47% (20°-22°)	30m	*	*	*
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28-36% (16°-20°)	30 to 40m	*	*	*																											
36-47% (20°-22°)	30m	*	*	*																											
<p><b>All weather surface</b></p> <p><b>Start</b>                      Lat 35 378022                      Lon 149.249556  <b>End</b>                      Lat 35.376803                      Lon 149.2569</p>	<p>The entire length of Trail M1 should be trafficable in all-weather conditions. There are some sections of the trail where the shale /bedrock substrate provides an all-weather surface naturally, but for much of the trail a suitable gravel surface will need to be laid. This will also make the trail more useable for recreational purposes such as walking and bike riding, as well as making the trail more resilient to future erosion.</p>																														



<b>M2 - DESCRIPTION</b>	
<b>SITE REF &amp; LOCATION</b>	<b>DESCRIPTION AND SITE PICTURES</b>
<b>Start</b> Lat 35.376108 Lon 149.259031	Trail M2 provides the short-looped access road into the south east corner of the property. This access will facilitate land management activities along the southern and eastern boundaries which required intensive weed and vegetation management.
<b>End</b> Lat 35.376675 Lon 149.259639	The trail is in good condition where it runs parallel to the downslope creek as it runs almost on the contour with a low grade. The short section which loops from the upper section to the lower section (near the mine site), is on a steeper grade and has extensive areas of erosion requiring some road drainage measures. The entire trail is currently not an all-weather trail with bare earth surface which may become un-trafficable and erodible when wet. There are multiple parallel trails in the area which can be consolidated once Trail M2 is formalised, refer <b>Figure 5</b> .





Figure 5: Trail M2 Remedial Works

<b>M2</b>	<b>REMEDIAL WORKS</b>
<p><b>Road drainage crossover banks</b></p> <p><b>Start</b>                      Lat 35 377436                      Lon 149.259453</p> <p><b>End</b>                      Lat 35.377256                      Lon 149.260097</p>	<p>The looped section of the M2 Trail is moderately sloping and includes areas of existing wheel rut erosion and will require the installation of trail drainage works, refer <b>Figure 5</b> and site coordinates. The trail surface needs to be drained regularly and drainage structures to be installed should include crossover banks. The design and spacing of these features should conform to the <i>NSW RFS Fire Trail Design, Construction and Maintenance Manual</i>.</p>
<p><b>All weather surface</b></p> <p><b>Start</b>                      Lat 35.376108                      Lon 149.259031</p> <p><b>End</b>                      Lat 35.376675                      Lon 149.259639</p>	<p>The entire length of Trail M2 should be trafficable in all-weather conditions, refer <b>Figure 5</b>. The trail should be topped with a suitable gravel surface. Crossfall drainage is suitable for the sections of trail constructed along the contour as the area is low slope and built on <i>in-situ</i> soil material, refer below.</p>  <p><b>Trail Cross-Fall Drainage (From RFS 2017)</b></p> <p>An all-weather surface will make the trail more useable for recreational purposes such as walking and bike riding, as well as making the trail more resilient to future erosion.</p>

<b>M3 - DESCRIPTION</b>	
<b>SITE REF &amp; LOCATION</b>	<b>DESCRIPTION AND SITE PICTURES</b>
<p><b>Start</b>                      Lat 35.376794                      Lon 149.25675</p> <p><b>End</b>                      Lat 35.374672                      Lon 149.256303</p>	<p>The M3 Trail provides a linkage between the F1 Trail and the area of housing development proposed between the creeks. This will provide an alternative point of access/egress from this area during a bushfire emergency and will also facilitate land management activities in the riparian area along the creek. This trail will also provide access to the erosion control activities proposed in the old quarry site as detailed in the Erosion Control Plan.</p> <p>The trail is in reasonable condition with limited erosion in the steeper section leading up to Trail F1. These areas require trail drainage works. The trail surface is generally all-weather due to the underlying shale bedrock. A small section towards the junction with the formal road network at the northern end may require an all-weather gravel surface to be installed, refer <b>Figure 6</b>.</p>  <p><b>DSC 3793: Steeper section of Trail M3 requiring drainage works</b></p>  <p><b>DSC 3794: Shale bedrock providing all-weather surface</b></p>

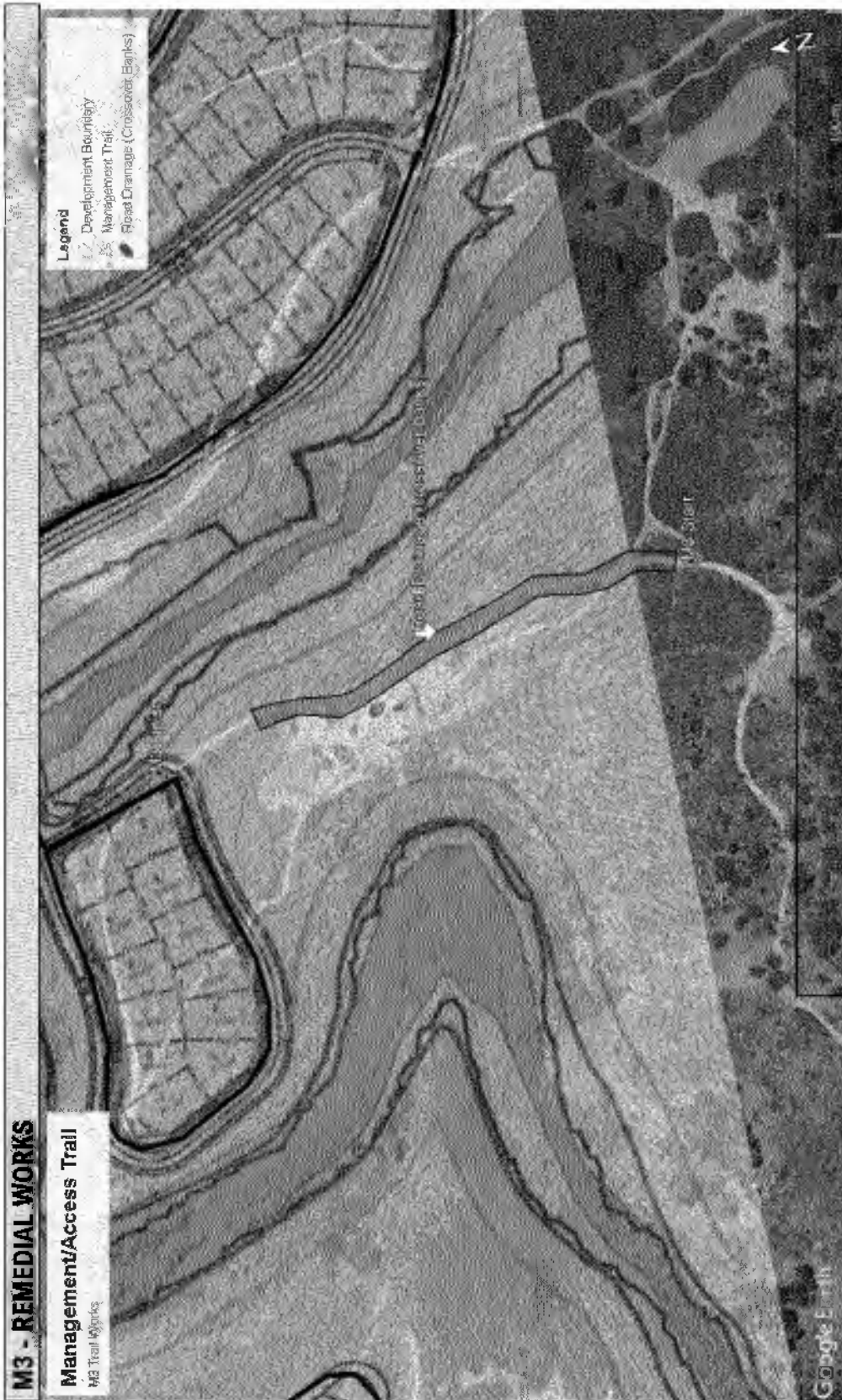




Figure 6: Trail M3 Remedial Works

M3	REMEDIAL WORKS
<p><b>Road drainage (crossover banks)</b></p> <p><b>Start</b> Lat 35 376853 Lon 149.256893</p> <p><b>End</b> Lat 35.375040 Lon 149.256495</p>	<p>The section of moderate sloping trail leading down from Trail F1 will require the installation of trail drainage works, refer <b>Figure 6</b> and coordinates provided in column 1. The trail surface needs to be drained regularly and drainage structures to be installed may include crossover banks and mitre/table drains. The design and spacing of these features should conform to the <i>NSW RFS Fire Trail Design, Construction and Maintenance Manual</i>.</p>

M4 - DESCRIPTION	
SITE REF & LOCATION	DESCRIPTION AND SITE PICTURES
<p><b>M4</b></p> <p><b>Start</b>                      Lat -35.374716                      Lon 149.252499</p> <p><b>End</b>                      Lat -35.376324                      Lon 149.252194</p>	<p>Trail M4 links the formal road network to the area around the junction of the Creek with the Queanbeyan River. The trail traverses a very steep slope leading down the creek flats. Access to the riparian zone will enable weed control and feral animal control measures in the Vegetation Management Plan to be implemented in this area. The trail will also provide an opportunity for passive recreational activities such as walking and bike riding.</p> <p>The trail is in relatively good condition and extensive erosion control measures have been implemented which are reducing erosion on the very steep sections of trail. There are minor sections where wheel ruts have eroded and sediment has built up in the channel of downslope crossover banks, refer <b>DSC 3768 &amp; DSC 3770</b> and <b>Figure 7</b>.</p>  <p><b>DSC 3765: Steep sections of trail protected by multiple crossover banks</b></p>  <p><b>DSC 3766: Crossover banks draining from the trail</b></p>



**DSC 3768: Minor wheel rut erosion**



**DSC 3769: Trail in general good condition with all-weather surface**



**DSC 3770: Wheel rut erosion and deposition in channel of crossover**



**DSC 3773: Creek flat location for new turnaround bay**






Figure 7: Trail M4 Remedial Works

<b>M4</b>	<b>REMEDIAL WORKS</b>
<p><b>Road drainage (crossover banks)</b></p> <p><b>Start</b>                      Lat -35.374758                      Lon 149.252533</p> <p><b>End</b>                      Lat -35.376146                      Lon 149.252681</p>	<p>The M4 Trail is in generally good condition with extensive road drainage structures already in place. These structures will require maintenance and sediment in channels will need to be cleaned out periodically to ensure adequate drainage and maintain trafficability of the trail. The minor wheel rut erosion can be addressed through filling with gravel.</p>
<p><b>Turn around bay</b></p> <p><b>Site</b>                      Lat -35.376322                      Lon 149.251928</p>	<p>A new turnaround bay will be constructed in the level area on the creek flats, refer <b>Figure 7</b> and column 1. The turnaround bay will have a radius sufficient for large four-wheel drive vehicles and will include drainage and an all-weather surface.</p>

## REDUNDANT TRAILS

R1 - DESCRIPTION	
SITE REF & LOCATION	DESCRIPTION AND SITE PICTURES
<p><b>R1</b></p> <p><b>Start</b>                      Lat 35.380172                      Lon 149.250536</p> <p><b>End</b>                      Lat 35.377594                      Lon 149.249217</p>	<p>Trail R1 runs from the southern property boundary towards the western boundary at the Queanbeyan River. The trail terminates at Queanbeyan River adjacent to an area used for swimming and fishing. The trail provides access to the riparian zone of the Queanbeyan River and the southern side of the major creek which drains the development site.</p> <p>The section of the trail along the ridge running north from the southern boundary is in reasonably good condition. Erosion is generally restricted to the steeper slopes immediately upslope of the Queanbeyan River. This area is heavily eroded and deeply rutted, refer <b>Figures DSC 3816, 3818, 3819 &amp; 3820</b> and <b>Figure 8</b>.</p> <p>A large sediment plume has been created in the Queanbeyan River downslope of the eroded area. This material will be mobilised in the next flood event creating downstream problems. The very steep section immediately upslope of the River will require extensive rehabilitation to address the erosion and sedimentation problems, refer <b>Figure 8</b>. The long moderate sloping trail section leading to the eroded area will also require permanent drainage works to reduce the ongoing risk of erosion.</p>  <p><b>DSC 3816: Deeply rutted trail leading to Queanbeyan River</b></p>



**DSC 3818: Wheel ruts leading to sediment plume in Queanbeyan River**



**DSC 3819: Trail section to be decommissioned and rehabilitated**



**DSC 3820: Rehabilitation area to be contour ripped and revegetated**



Figure 8: Trail R1 Rehabilitation Works

<b>R1</b>	<b>REMEDIAL WORKS</b>
<p><b>Deep contour rip / topsoil / seed / mulch</b></p> <p><b>Start</b>                      Lat 35.379433                      Lon 149.250653</p> <p><b>End</b>                      Lat 35.378875                      Lon 149.250222</p> <p><b>Start</b>                      Lat 35.378461                      Lon 149.249908</p> <p><b>End</b>                      Lat 35.378328                      Lon 149.249806</p> <p><b>Start</b>                      Lat 35.377981                      Lon 149.249556</p> <p><b>End</b>                      Lat 35.377811                      Lon 149.2494</p>	<p>Trail R1 should be totally rehabilitated. Two sections will require deep ripping the trail on the contour (level) to increase infiltration. In sections which are eroded additional topsoil material should be imported to bring the surface up to natural ground level and create a free draining profile. The ripped and topsoiled area should be seeded with an appropriate species mix which recognises the species listed in the Vegetation Management Plan. Fast growing cover crop species with sterile seed may be used to provide a rapid groundcover to protect from erosion. The seeded area should be covered with a light mulch to further limit erosion and promote germination. The use of soil ameliorants and fertiliser to assist in revegetation should be determined through soil testing.</p>
<p><b>Permanent drainage works (crossover banks)</b></p> <p><b>Start</b>                      Lat 35.378864                      Lon 149.250219</p> <p><b>End</b>                      Lat 35.378467                      Lon 149.249919</p>	<p>The long moderately sloping trail section, refer <b>Figure 8</b>, should include permanent drainage structures (crossover banks) to ensure the rehabilitated trail section drains and runoff does not concentrate. The design and spacing of these features should conform to the <i>NSW RFS Fire Trail Design, Construction and Maintenance Manual</i> although some allowance can be made for the lower runoff rates expected from the rehabilitated trail.</p>
<p><b>Rehabilitate deeply eroded section</b></p> <p><b>Start</b>                      Lat 35.377819</p>	<p>The section immediately upslope of the Queanbeyan River which has severely eroded will be decommissioned and rehabilitated, refer <b>Figure 8</b> and coordinates.</p> <p>Rehabilitation will involve the installation of a crossover bank upslope of the erosion to divert run-on water away from the area. The eroded area will be deep ripped on the contour and shaped to reduce concentration of runoff. The area will then be topsoiled prior to seeding and mulching. Species to be sown should reflect the species list provided in the Vegetation Management Plan although the use of sterile cover crop to provide rapid groundcover protection from erosion</p>

<p>Lon 149.249392</p> <p><b>End</b></p> <p>Lat 35.377594</p> <p>Lon 149.249194</p>	<p>may also be required. The requirement for soil ameliorants (eg Gypsum) and fertiliser should be determined through soil testing prior to rehabilitation</p>
<p><b>Light rip / seed / mulch</b></p> <p><b>Start</b></p> <p>Lat 35.380161</p> <p>Lon 149.250575</p> <p><b>End</b></p> <p>Lat 35 3786</p> <p>Lon 149.250753</p>	<p>Rehabilitation along the relatively low slope section along the ridge running from the southern boundary, refer <b>Figure 8</b>, should involve very light cultivation type ripping of the trail to increase infiltration and provide a seed bed. The ripped area should be seeded with an appropriate species mix which recognises the species listed in the Vegetation Management Plan. Fast growing cover crop species with sterile seed may be used to provide a rapid groundcover to protect from erosion. The seeded area should be covered with a light mulch to further limit erosion and promote germination.</p>





<b>R2 - DESCRIPTION</b>	
<b>SITE REF &amp; LOCATION</b>	<b>DESCRIPTION AND SITE PICTURES</b>
<p><b>Start</b>                      Lat 35.379017                      Lon 149.252156</p> <p><b>End</b>                      Lat 35.379708                      Lon 149.254058</p>	<p>The R2 Trail links M1 with the to the eastern boundary. This access track is informal and is essentially redundant.</p> <p>The trail is in good condition and there is little active erosion. The trail lacks definition in places and the surface is not in all-weather condition, refer <b>Figure 9</b>.</p>  <p><b>DSC 3804: R2 Trail in good condition</b></p>  <p><b>DSC 3805: Poorly defined R2 Trail</b></p>





Figure 9: Trail R2 Rehabilitation Works

<b>R2</b>	<b>REMEDIAL WORKS</b>
<p><b>Light rip / seed / mulch</b></p> <p><b>Start</b> Lat 35 379017 Lon 149.252156</p> <p><b>End</b> Lat 35.379708 Lon 149.254058</p>	<p>Rehabilitation along the entire length of this track low slope section which parallels the Queanbeyan River and consists of River flats, refer <b>Figure 9</b>, should involve very light cultivation type ripping of the trail to increase infiltration and provide a seed bed. The ripped area should be seeded with an appropriate species mix which recognises the species listed in the Vegetation Management Plan. Fast growing cover crop species with sterile seed may be used to provide a rapid groundcover to protect from erosion. The seeded area should be covered with a light mulch to further limit erosion and promote germination</p>

<b>R3 - DESCRIPTION</b>	
<b>SITE REF &amp; LOCATION</b>	<b>DESCRIPTION AND SITE PICTURES</b>
<p><b>Start</b>                      Lat 35.374142                      Lon 149.254481</p> <p><b>End</b>                      Lat 35.372622222                      Lon 149.256261</p>	<p>Trail R3 joins the proposed housing area between the creeks with the formal road network and includes two major creek crossings. The linkage is made redundant by the formal road network. The removal of the two creek crossings will also be beneficial to the stability of the riparian zone and water quality.</p> <p>The trail is in poor to fair condition with deeply eroded and rutted sections contributing sediment directly to the creek. These sections will require extensive rehabilitation including reshaping and topsoiling prior to revegetation. There is a small section on the eastern side of the creek which is in fair condition and will require a less intensive rehabilitation effort. The creek crossings will require the installation of permanent drainage structures as part of the rehabilitation, to reduce the potential contribution of sediment to the watercourse, refer <b>Figure 10</b>.</p>  <p><b>DSC 3786: Trail sections leading to the creek crossing</b></p>  <p><b>DSC 3785: Creek crossings will require upslope permanent drainage features</b></p>



**DSC 3784: Location for creek drainage structure**



**DSC 3781: Deeply rutted areas will require building up with topsoil**






**DSC 3780: existing trail will be deep ripped prior to revegetation**



**DSC 3842: The second creek crossing to be rehabilitated**



R3	REMEDIAL WORKS
<p><b>Deep contour rip / topsoil / seed / mulch</b></p> <p><b>Start</b>                      Lat 35.374146                      Lon 149.254461</p> <p><b>End</b>                      Lat 35.372636                      Lon 149.256257</p>	<p>Trail R3 should be totally rehabilitated. Rehabilitation along the severely eroded sloping sections, refer <b>Figure 10</b>, should involve deep ripping the trail on the contour (level) to increase infiltration. In the sections which have eroded, additional topsoil material should be imported to bring the surface up to natural ground level and create a free draining profile. The ripped and topsoiled area should be seeded with an appropriate species mix which is consistent with the Landscape Plan. Fast growing cover crop species with sterile seed may be used to provide a rapid groundcover to protect from erosion. The seeded area should be covered with a light mulch to further limit erosion and promote germination. The use of soil ameliorants and fertiliser to assist in revegetation should be determined through soil testing.</p>
<p><b>Permanent drainage works (crossover banks)</b></p> <p><b>#1</b></p> <p><b>Start</b>                      Lat -35.373933                      Lon 149.254060</p> <p><b>End</b>                      Lat -35.373645                      Lon 149.253805</p> <p><b>#2</b></p> <p><b>Start</b>                      Lat -35.372810                      Lon 149.254688</p> <p><b>End</b>                      Lat -35.372749                      Lon 149.255309</p>	<p>The creek crossing section, refer <b>Figure 10</b>, should include permanent drainage structures (crossover banks) located immediately upslope of the steep trail sections leading to the creek crossing. Similar structures will be required on both sides of the creek crossing. These drainage structures should direct runoff to a well vegetated safe disposal area. The design of these features should conform to the <i>NSW RFS Fire Trail Design, Construction and Maintenance Manual</i>.</p>
<p><b>Light rip / seed / mulch</b></p> <p><b>Start</b>                      Lat -35.372749                      Lon 149.255309</p> <p><b>End</b>                      Lat -35.372636                      Lon 149.256257</p>	<p>Rehabilitation along the low slope trail section east of the creek crossing, refer <b>Figure 10</b>, should involve very light cultivation type ripping of the trail to increase infiltration and provide a seed bed. The ripped area should be seeded with an appropriate species mix which is consistent with the Landscape Plan. Fast growing cover crop species with sterile seed may be used to provide a rapid groundcover to protect from erosion. The seeded area should be covered with a light mulch to further limit erosion and promote germination.</p>

<b>R4 - DESCRIPTION</b>	
<b>SITE REF &amp; LOCATION</b>	<b>DESCRIPTION AND SITE PICTURES</b>
<p><b>Start</b>                      Lat 35.375080                      Lon 149.257840</p> <p><b>End</b>                      Lat 35.372636                      Lon 149.256257</p>	<p>Trail R4 is immediately adjacent to the formal road network and parallels the creek on the eastern side. The construction of the formal road network will make this trail redundant, refer <b>Figure 11</b>.</p> <p>The trail is in poor condition with deep wheel ruts and water ponding in several areas. Rehabilitation of the trail will require reshaping of these areas to create a free draining landscape. Soil depth in these areas is reasonable and additional topsoil will not be required.</p>  <p><b>DSC 3841: Areas of water ponding on the trail</b></p>  <p><b>DSC 3840: Deep wheel ruts and water ponding along the trail</b></p>  <p><b>DSC 3839: Low slope trail will require minimal rehabilitation</b></p>



**DSC 3838: Small section of moderate slope and limited erosion**



**DSC 3837: Minor erosion on sloping sections of trail**





Figure 11: Trail R4 Rehabilitation Works

R4	REMEDIAL WORKS
<p><b>Light rip / seed / mulch</b></p> <p><b>Start</b>                      Lat -35.375080                      Lon 149.257840</p> <p><b>End</b>                      Lat -35.372636                      Lon 149.256257</p>	<p>Rehabilitation along the low slope trail section east of the creek crossing, refer <b>Figure 11</b>, should involve very light cultivation type ripping of the trail to increase infiltration and provide a seed bed. The ripped area should be seeded with an appropriate species mix which is consistent with the Landscape Plan. Fast growing cover crop species with sterile seed may be used to provide a rapid groundcover to protect from erosion. The seeded area should be covered with a light mulch to further limit erosion and promote germination.</p> <p>Short areas of erosion, refer <b>Figures DSC 3837-8</b>, will require reshaping as part of light ripping, to create a free draining landscape.</p>

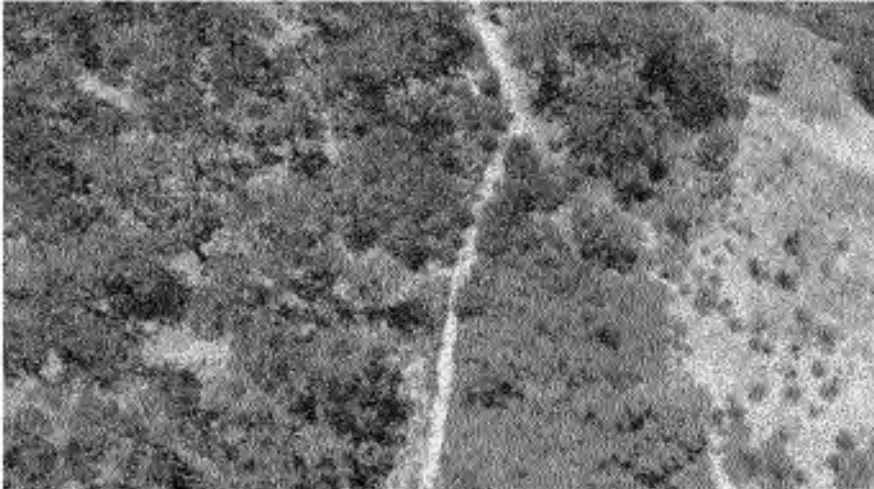


<b>R5 - DESCRIPTION</b>	
<b>SITE REF &amp; LOCATION</b>	<b>DESCRIPTION AND SITE PICTURES</b>
<p><b>Start</b>                      Lat 35.369619                      Lon 149.254166</p> <p><b>End</b>                      Lat 35.369677                      Lon 149.255499</p>	<p>Trail R5 is part of an access trail between the Ellerton Drive Extension boundary and the existing dwelling on the adjacent property to the north of the development. The trail will be made redundant by the construction of Ellerton Drive which will provide alternative access point to the property, refer <b>Figure 12</b>.</p> <p>The trail is in reasonable condition with minor erosion along wheel ruts in the moderately sloping areas.</p>  <p>DJI 0001 R5</p>  <p>DJI 0002 R5</p>



Figure 12: Trail R5 Rehabilitation Works

<b>R5</b>	<b>REMEDIAL WORKS</b>
<p><b>Light rip / seed / mulch (all R5)</b></p> <p><b>Start</b> Lat -35.369619 Lon 149.254166</p> <p><b>End</b> Lat -35.369677 Lon 149.255499</p>	<p>Rehabilitation along the trail, refer <b>Figure 12</b>, should involve very light cultivation type ripping of the trail to increase infiltration and provide a seed bed. The ripped area should be seeded with an appropriate species mix which is consistent with the Vegetation Management Plan.</p> <p>Fast growing cover crop species with sterile seed may be used to provide a rapid groundcover to protect from erosion. The seeded area should be covered with a light mulch to further limit erosion and promote germination.</p> <p>Short areas of wheel rut erosion will require minor reshaping as part of light ripping, to create a free draining landscape</p>

<b>R6 - DESCRIPTION</b>	
<b>SITE REF &amp; LOCATION</b>	<b>DESCRIPTION AND SITE PICTURES</b>
<p><b>Start</b>                      Lat -35.371747                      Lon 149.258497</p> <p><b>End</b>                      Lat -35.370862                      Lon 149.261463</p>	<p>The R6 Trail provides a strategic link (via the formal road network) between the existing fire trail to the east (on Cuumbeun Nature Reserve) and the F1 Trail, which traverses the property from East to South West. The Trail is marked on maps of the local area and has existed for a long time. The trail transects one of the large lots in the north east of the development and will be made redundant by the construction of the formal road network with linkage to Ellerton Drive.</p> <p>The Trail is generally in poor to fair condition and will require significant rehabilitation works including permanent road drainage works in the form of graded banks, refer <b>Figures DJI 0001-3_R6</b> and <b>Figure 13</b>.</p>  <p><b>DJI 0001_R6: Deeply rutted steep trail sections</b></p>

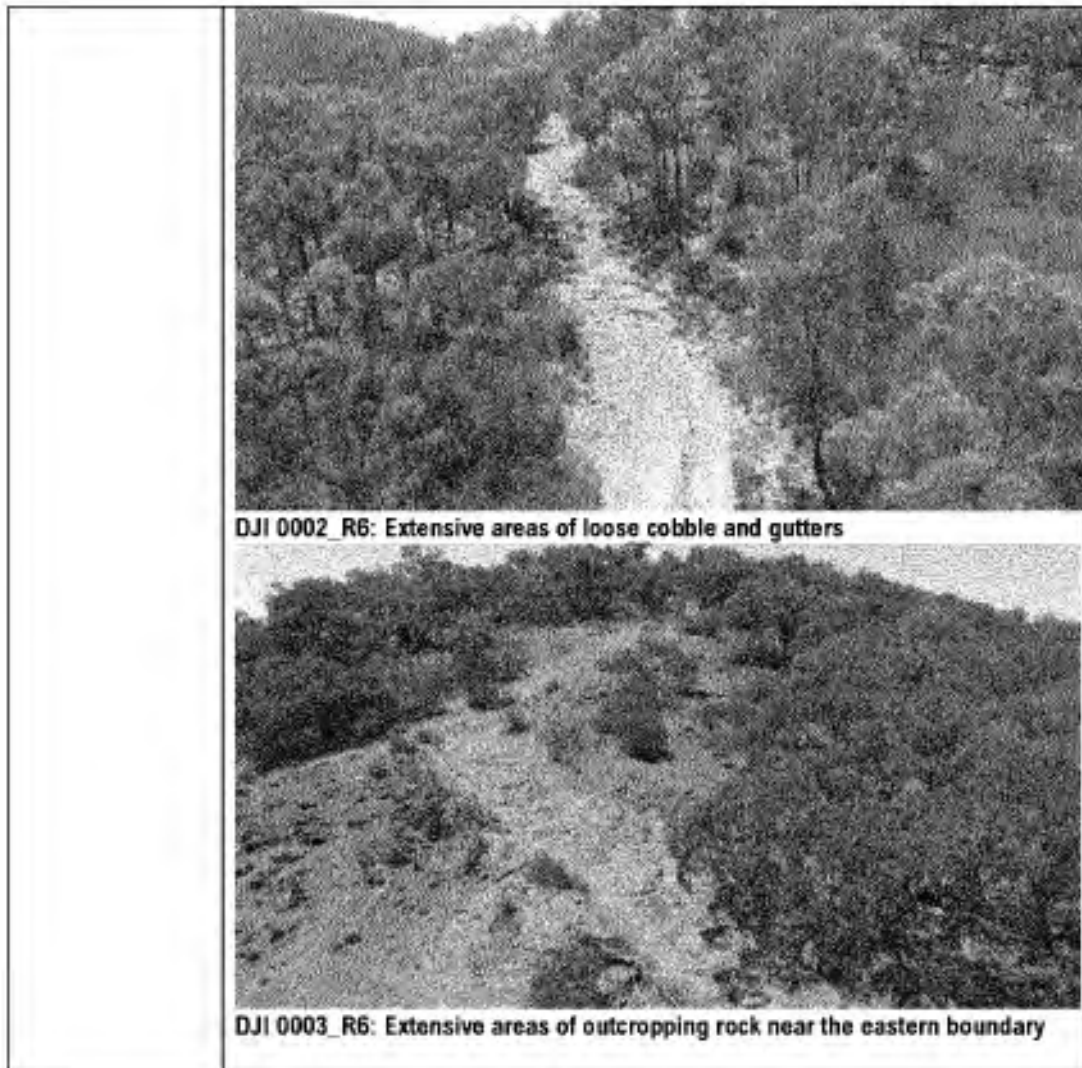




Figure 13: Trail R6 Rehabilitation Works



<b>R6</b>	<b>REMEDIAL WORKS</b>
<p><b>Permanent drainage works (crossover banks)</b></p> <p><b>Start</b>                      Lat -35.371747                      Lon 149.258497</p> <p><b>End</b>                      Lat -35.370862                      Lon 149.261463</p>	<p>The moderate to steeply sloping trail section, refer <b>Figure 13</b>, should include permanent drainage structures (crossover banks) to ensure the rehabilitated trail section drains and runoff does not concentrate. The design and spacing of these features should conform to the <i>NSW RFS Fire Trail Design, Construction and Maintenance Manual</i> although some allowance can be made for the lower runoff rates expected from the rehabilitated trail.</p>
<p><b>Deep contour rip / topsoil / seed / mulch</b></p> <p><b>Start</b>                      Lat -35.371747                      Lon 149.258497</p> <p><b>End</b>                      Lat -35.370862                      Lon 149.261463</p>	<p>Trail R6 should be totally rehabilitated. Rehabilitation along the severely eroded sloping sections, refer <b>Figure 13</b>, should involve deep ripping the trail on the contour (level) to increase infiltration. In the sections which have eroded, additional topsoil material should be imported to bring the surface up to natural ground level and create a free draining profile. The ripped and topsoiled area should be seeded with an appropriate species mix which is consistent with the Landscape Plan. Fast growing cover crop species with sterile seed may be used to provide a rapid groundcover to protect from erosion. The seeded area should be covered with a light mulch to further limit erosion and promote germination. The use of soil ameliorants and fertiliser to assist in revegetation should be determined through soil testing.</p>



<b>R7 - DESCRIPTION</b>	
<b>SITE REF &amp; LOCATION</b>	<b>DESCRIPTION AND SITE PICTURES</b>
<b>Start</b> Lat 35.376847 Lon 149.259111	<p>The R7 Trail creates an east west link between the M2 and M3 Trails. This trail is severely eroded and includes a major creek crossing at the eastern end, prior to joining with M2, refer <b>Figure 14</b>. The trail is redundant due to the access provided by M1 and M3 to the west and M2 and the formal road network to the east. The topography and creek crossing also make the trail impractical to upgrade to a suitable standard for retaining as part of the management trail network.</p> <p>The current condition of the trail is generally poor and will require significant rehabilitation works including permanent drainage measures in the form of crossover banks, refer <b>Figures DSC 3825 &amp; 3827</b> and <b>Figure 14</b>.</p>
<b>End</b> Lat 35.376786 Lon 149.256964	
	
	<p><b>DSC 3825: Deeply rutted section of trail</b></p>
	
	<p><b>DSC 3827: Eroded table drain</b></p>



Figure 14: Trail R7 Rehabilitation Works

R7	REMEDIAL WORKS
<p><b>Permanent drainage works (crossover banks)</b></p> <p><b>Start</b>                      Lat 35.377075                      Lon 149.258206</p> <p><b>End</b>                      Lat 35.376878                      Lon 149.256975</p>	<p>The moderate to steeply sloping trail section, refer <b>Figure 14</b>, should include permanent drainage structures (crossover banks) to ensure the rehabilitated trail section drains and runoff does not concentrate. The design and spacing of these features should conform to the <i>NSW RFS Fire Trail Design, Construction and Maintenance Manual</i> although some allowance can be made for the lower runoff rates expected from the rehabilitated trail.</p>
<p><b>Light rip / seed / mulch (all R5)</b></p> <p><b>Start</b>                      Lat 35.376778                      Lon 149.2591</p> <p><b>End</b>                      Lat 35.377075                      Lon 149.258206</p>	<p>Rehabilitation along the trail, refer <b>Figure 14</b>, should involve very light cultivation type ripping of the trail to increase infiltration and provide a seed bed. The ripped area should be seeded with an appropriate species mix which is consistent with the Vegetation Management Plan.</p> <p>Fast growing cover crop species with sterile seed may be used to provide a rapid groundcover to protect from erosion. The seeded area should be covered with a light mulch to further limit erosion and promote germination.</p> <p>Short areas of wheel rut erosion will require minor reshaping as part of light ripping, to create a free draining landscape</p>

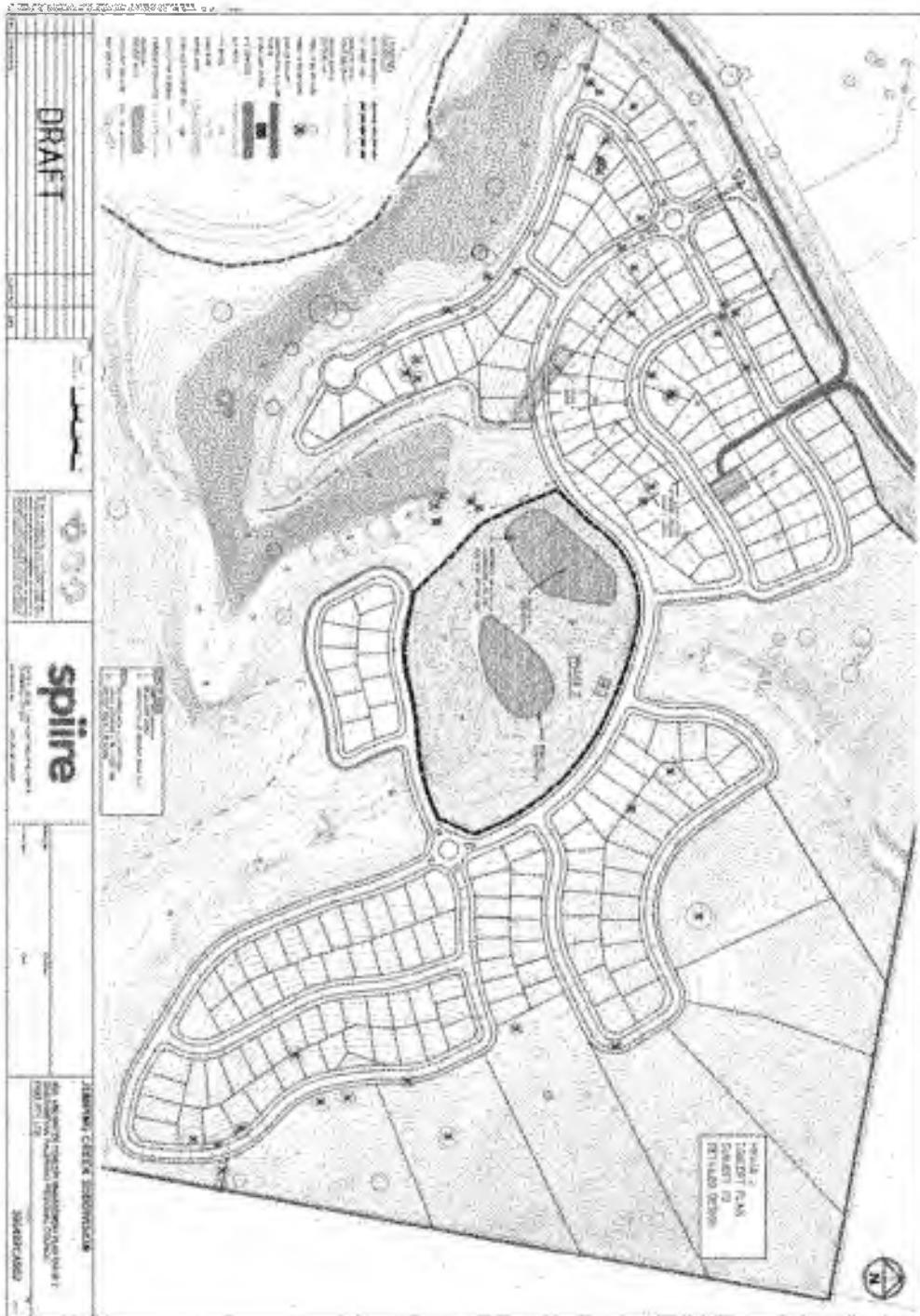
#### 4. STAGED WORKS PROGRAM

The soil and water management plan will be implemented across the development in four distinct phases in Figures 15-18 below.



Figure 15: Soil and Water Management – Phase 1

Figure 16: Soil and Water Management Phase 2



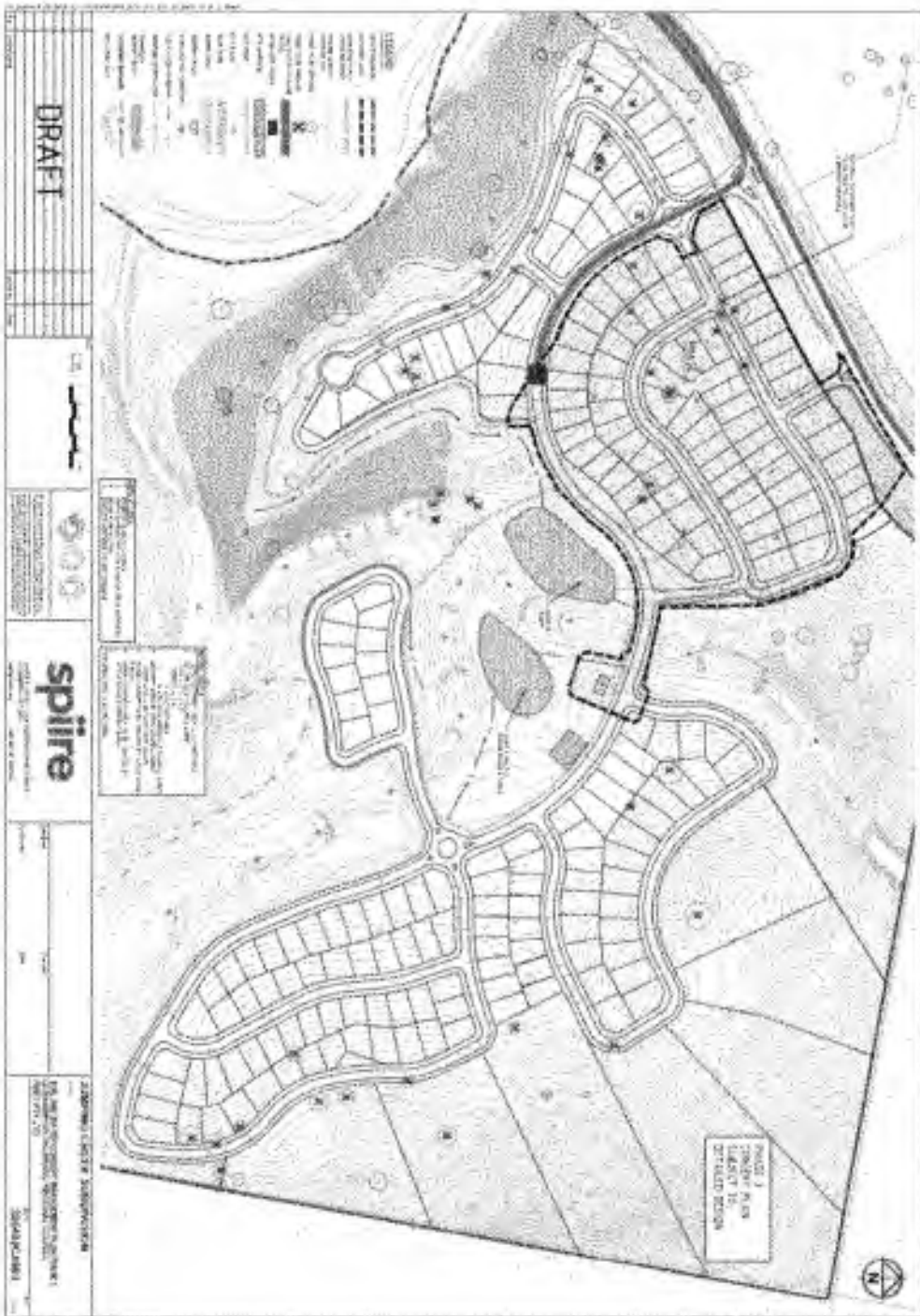


Figure 17: Soil and Water Management Phase 3

Figure 18: Soil and Water Management Phase 4





The remediation and rehabilitation work proposed will be staged to recognise both the priority of the works and phases of the broader soil and water management plan. Works will be undertaken in conjunction with the construction activities associated with each phase of the soil and water management activities. The appropriate scheduling of works within each Stage will be undertaken by the developer prior to commencement of works. For trails which may be utilised as fire management trails, NSW Rural Fire Services should be consulted when planning works.

#### 4.1 STAGE 1 TRAIL WORKS (SOIL & WATER MANAGEMENT PHASE 1)

SITE REF	REMEDIATION WORKS REQUIRED
<b>M4</b>	<p>Trail drainage works- maintain and upgrade trail works including desilting channels and upgrading crossovers where required</p> <p>Construct new turn around bay at the end of the trail including trail drainage and an all-weather surface.</p>

#### 4.2 STAGE 2 TRAIL WORKS (SOIL & WATER MANAGEMENT PHASE 2)

SITE REF	REMEDIATION WORKS REQUIRED
<b>R3</b>	<p>Rehabilitate the heavily eroded sections of trail by reprofiling, deep contour ripping, topsoiling then revegetating with seed and mulch.</p> <p>Construct permanent drainage structure above both sides of each (2) creek crossings.</p> <p>Rehabilitate the lightly eroded sections of trail by lightly ripping (cultivating) then seeding and mulching.</p>

#### 4.3 STAGE 3 TRAIL WORKS (SOIL & WATER MANAGEMENT PHASE 3)

SITE REF	REMEDIATION WORKS REQUIRED
<b>R5</b>	<p>Rehabilitate the lightly eroded sections of trail by lightly ripping (cultivating) then seeding and mulching.</p> <p>Small sections of eroded wheel ruts may require minor shaping to create freely drained rehabilitated trail.</p>

#### 4.4 STAGE 4 TRAIL WORKS (SOIL & WATER MANAGEMENT PHASE 4)

SITE REF	REMEDIATION WORKS REQUIRED
<b>M1</b>	Install pipe culverts at creek and drainage depression crossings Remediate heavily eroded sections of trail by reshaping and structuring the trail surface and installing adequate trail drainage. Install cross over banks and other trail drainage structures on long moderately sloping section Install road drainage and all-weather surface along the length of the trail
<b>M2</b>	Install cross over banks and other trail drainage structures as required. Install all-weather surface along the length of the trail.
<b>M3</b>	Install cross over banks and other trail drainage structures as required. Small section at lower end of the trail may require all-weather surface.
<b>R1</b>	Rehabilitate the heavily eroded sections of trail by reprofiling, deep contour ripping, topsoiling then revegetating with seed and mulch. Construct permanent drainage structures along moderately sloping section of trail to be rehabilitated. Rehabilitate the severely eroding section of trail next to the river by constructing upslope crossover bank then deep ripping, topsoiling and revegetating. Install all-weather surface along the length of the trail.
<b>R2</b>	Rehabilitate the entire length of lightly eroded trail by lightly ripping (cultivating) then seeding and mulching.
<b>R4</b>	Rehabilitate the lightly eroded trail by lightly ripping (cultivating) then seeding and mulching. Small sections may require some reshaping to create a freely draining rehabilitated trail profile.
<b>R6</b>	Remediate heavily eroded sections of trail by reshaping and structuring the trail surface and installing adequate trail drainage. Location of lower section of trail may be revised to avoid Building Envelopes on proposed large subdivision lot.
<b>R7</b>	Rehabilitate heavily eroded steeper sections of the trail by installing permanent drainage measures (crossover banks), and revegetating Rehabilitate lower sloped sections by light ripping prior to seeding and mulching.

## **5. MONITORING, MAINTENANCE AND MANAGEMENT PROGRAM**

Monitoring, maintenance and management should commence as soon as works have been undertaken and continue into the long term. It is expected that the roles and responsibilities for these activities will change overtime as the development is progressively completed and sections of public land revert to Council for ongoing management. The role of community groups, associations and/or local Landcare groups should also be considered in developing long term plans. Refer **Table 2**.

Monitoring, maintenance and management should include a scheduled program of activities plus event-based triggers requiring additional activity. For some sites the frequency and event-based triggers will change over time in response the changing vulnerability of sites resulting from the construction of drainage and revegetation outcomes.

**Table 2: MONITORING AND MANAGEMENT PROGRAM**

MONITORING SITE	FREQUENCY	ADDITIONAL INSPECTIONS TRIGGERED BY SPECIFIC EVENTS	RESPONSIBILITIES	MANAGEMENT ACTIONS FROM INSPECTIONS
Management Trails	3-monthly monitoring inspections during the first 12 months following construction /upgrade.  Then annual inspections prior to land management activities (eg weed spraying/rabbit control)	During the first 12 months – inspections after all major rainfall runoff events.  Then inspections after >1 in 1-year rainfall events.	Developer, community group, contractors	Identify maintenance requirements to ensure trafficability of trails.
Rehabilitation Trails	3-monthly monitoring inspections during the first 2 years following construction /upgrade.  Then annual inspections at the end of summer when groundcover is at its lowest	During the first 18 months – inspections after all major rainfall runoff events.  Then inspections after >1 in 1-year rainfall events.	Developer, community group, contractors	Identify maintenance requirements to minimise erosion and sedimentation



**Jumping Creek Planning Agreement**  
**Peet Jumping Creek Pty Ltd**  
**Queanbeyan-Palerang Regional Council**



**Execution**

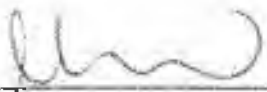
**Executed as a Deed**

**Dated:** 9<sup>th</sup> November 2021


**Executed on behalf of the Council**

  
\_\_\_\_\_

**Chief Executive Officer**

  
\_\_\_\_\_

**Witness**

  
\_\_\_\_\_

**Mayor**

  
\_\_\_\_\_

**Witness**

**Executed on behalf of the Developer** by its duly authorised attorney under power of attorney dated 29 April 2021 Registered Book 4786 No. 473 and by executing this document the attorney states that it has received no notice of revocation of the power of attorney

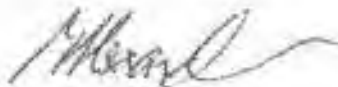
\_\_\_\_\_  
**Malcolm Leslie**

**Name of Attorney**



\_\_\_\_\_  
**Mitchell Alexander**

**Witness**





## **Appendix**

(Clause 43)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

## **Explanatory Note**

### **Draft Planning Agreement**

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

### **Parties**

**Queanbeyan-Palerang Regional Council** ABN 95 933 070 982 of 256  
Crawford St QUEANBEYAN NSW 2620 (**Council**)

and

**Peet Jumping Creek Pty Ltd** ABN 633 663 760 of Level 3, 64 Allara Street  
CANBERRA CITY ACT 2600 (**Developer**)

### **Description of the Land to which the Draft Planning Agreement Applies**

Lot 1 DP 1249543

### **Description of Proposed Development**

Development of the Land for urban purposes generally in accordance with the Staging Plan, involving the subdivision of the Land into 218 residential lots, 1 residual lot and public road dedications; design and construction of a proposed internal road network; provision of utility infrastructure such as stormwater drainage, sewerage, telecommunications and water; grading of the Land for final residential lots, landscape shaping, boundary interfaces and roadway levels; construction of pedestrian/cycleway and fire trails; construction of bio-retention basin, sedimentation basins and wetlands; and associated vegetation removal, street tree planting, landscaping, lighting and embellishments, as proposed in the Development Application.



## **Summary of Objectives, Nature and Effect of the Draft Planning Agreement**

### **Objectives of Draft Planning Agreement**

The objectives of the Draft Planning Agreement are to provide for the public amenities and services necessary to service the proposed residential subdivision of the Land.

### **Nature of Draft Planning Agreement**

The Draft Planning Agreement is a planning agreement within the meaning of the Act which is proposed in connection with the development of the Land.

### **Effect of the Draft Planning Agreement**

The effect of the Draft Planning Agreement is to:

- Provide for the dedication of land for a public reserve and rehabilitation and embellishment works on that public reserve,
- Provide for the payment of monetary contributions in respect of water and sewer infrastructure and other public amenities and services,
- Provide for appropriate enforcement mechanisms, and
- Provide for the registration of the planning agreement on the title to the Land.

## **Assessment of the Merits of the Draft Planning Agreement**

### **The Planning Purposes Served by the Draft Planning Agreement**

The planning purposes of the Draft Planning Agreement are to secure the provision of infrastructure and public amenities and services for the proposed development in the absence of applicable contributions plans, and to provide for the dedication of a large public reserve.

### **How the Draft Planning Agreement Promotes the Public Interest**

The Draft Planning Agreement promotes the public interest by promoting the objects of the Act, in particular, the objects contained in s1.3 paragraphs (a), (c) and (d).

### **For Planning Authorities:**

#### ***Development Corporations – How the Draft Planning Agreement Promotes its Statutory Responsibilities***

N/A

#### ***Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted***

N/A





***Councils – How the Draft Planning Agreement Promotes the guiding principles in s8A of the Local Government Act 1993***

The Draft Planning Agreement promotes the guiding principles in s8A of the *Local Government Act 1993* by:

- enabling the Council to carry out its functions in a way that provides the best possible value for residents and ratepayers,
- enabling the Council to manage lands and other assets so that current and future local community needs can be met in an affordable way, and
- providing a framework for the Council to work with others to secure appropriate services for local community needs.

These elements of the guiding principles in s8A of the *Local Government Act 1993* are promoted by the collection of monetary development contributions and the dedication of land for:

- the construction of water supply works and sewer supply works,
- the construction of road works,
- the embellishment of land to be dedicated for recreational uses, and
- the rehabilitation of land proposed to be dedicated for environmental conservation.

***All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program***

N/A

***All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued***

The Draft Planning Agreement requires contributions to be made before the issuing of Subdivision Certificates

A handwritten signature in black ink, appearing to read 'France', written in a cursive style.

17 December 2021

Registrar General  
Land Registry Services NSW  
Level 30, 175 Liverpool Street  
SYDNEY NSW 2000

Dear Registrar General,

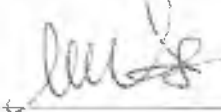
**Mortgagee Consent (AR91147) to Registration of Planning Agreement on Folio Identifiers  
1/1249543**

- 1 I am an attorney for ANZ Fiduciary Services Pty Ltd (ABN 91 100 709 493).
- 2 ANZ Fiduciary Services Pty Ltd is the mortgagee for the registered mortgage AR91147 registered on folio identifier 1/1249543.
- 3 ANZ Fiduciary Services Pty Ltd as mortgagee consents to the planning agreement between Queanbeyan-Palerang Regional Council and Peet Jumping Creek Pty Ltd, dated 9 November 2021, being registered on the title to folio identifier **1/1249543**.

Yours Sincerely,

I certify that I am an eligible witness  
and that the mortgagee's attorney  
signed this dealing in my presence.

Certified correct for the purposes of the *Real  
Property Act 1900* by the mortgagee's attorney  
who signed this dealing pursuant to the power of  
attorney specified.



Signature of witness

Signature of attorney

**Veena Satyamurthy**

**Truc Le**

Name of witness

Attorney's name

LEVEL 3A,  
833 COLLINS STREET  
DOCKLANDS VIC 3008

Signing on behalf of: ANZ Fiduciary Services Pty Ltd  
(ABN 91 100 709 493)

Power of attorney dated 12 July  
2016

- Book: 4711

- No: 227

Address of witness

## Lodgment Rules Exception Form

**This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.**

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: \* 46

*\*Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

**The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:**  
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

24 May 2022

Infotrack  
GPO Box 4029  
SYDNEY NSW 2000

Dear Sir/Madam

**RE: Application for Sewer Drainage Diagram**

28 LONERGAN DRIVE GREENLEIGH NSW 2620  
LOT 1 DP 1249543

Thank you for your request for a sewer diagram for the abovementioned property.


Council's records do not include an internal sewer diagram for this property.

Council's records indicate that this property is not serviced by a Council sewer and accordingly a sewer diagram is not available.

You are also advised that there may be other drains, services and easements affecting this property and that further investigation may be necessary to determine the location of all such facilities.

Yours faithfully

**G Harlor**  
Acting Portfolio General Manager  
Natural and Built Character

PER  .....



**QUEANBEYAN-PALERANG REGIONAL COUNCIL**  
**Planning Certificate issued under**  
**Section 10.7(2&5)**  
***Environmental Planning and Assessment Act 1979***

---

**Certificate No.:** PL.2022.1984  
**Your Reference:** 1124273  
**Date of Issue:** 25 May 2022

Infotrack  
GPO Box 4029  
SYDNEY NSW 2000

ecertificates@infotrack.com.au

<b>Property Number</b>	355057
<b>Property Address:</b>	28 Lonergan Drive GREENLEIGH NSW 2620
<b>Legal Description:</b>	Lot 1 DP 1249543

This certificate is provided under Section 10.7(2&5) of the Act. At the date of this certificate, the subject land is affected by the following matters.

*Notes:*

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The *Environmental Planning and Assessment Act 1979* will be referred to in this Certificate as 'the Act'.

*Disclaimer:*

This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

## 1.Names of relevant instruments and development control plans

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

**Queanbeyan Local Environmental Plan 2012 and State Environmental Planning Policies (SEPPs) that may apply to the carrying out of development on the land:**

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Regional) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*
- *State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development*

[www.legislation.nsw.gov.au/#/browse/inForce/EPs/S](http://www.legislation.nsw.gov.au/#/browse/inForce/EPs/S)  
[www.legislation.nsw.gov.au/#/view/EPI/2012/576/full](http://www.legislation.nsw.gov.au/#/view/EPI/2012/576/full)

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

**Yes: Draft Queanbeyan-Palerang Local Environmental Plan 2020**

[www.planningportal.nsw.gov.au/ppr/finalisation/queanbeyan-palerang-regional-council-comprehensive-lep](http://www.planningportal.nsw.gov.au/ppr/finalisation/queanbeyan-palerang-regional-council-comprehensive-lep)

**Yes. State Environmental Planning Policies (SEPPs) that have been the subject of community consultation or on public exhibition under the Act that may apply to the carrying out of development on the land:**

- Draft State Environmental Planning Policy (Design and Place) 2021

[www.planningportal.nsw.gov.au/draftplans](http://www.planningportal.nsw.gov.au/draftplans)

- (3) The name of each development control plan that applies to the carrying out of development on the land:

**Lot 1 DP 1249543**

**Queanbeyan Development Control Plan 2012**

[www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3](http://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3)

## 2. Zoning and land use under relevant LEPs

(a) Identity of the zone:

<b>Lot 1 DP 1249543</b>	<b>C2 Environmental Conservation (part)</b>
<b>Lot 1 DP 1249543</b>	<b>C4 Environmental Living (part)</b>
<b>Lot 1 DP 1249543</b>	<b>RE1 Public Recreation (part)</b>
<b>Lot 1 DP 1249543</b>	<b>W1 Natural Waterways (part)</b>

### Renaming of E zones (Environment zones)

From the 1 December 2021 the NSW Government has renamed Environment zones in the state to Conservation zones.

Environment zones are being renamed as 'conservation zones'.  
The new zone names will be:

- Zone C1 - National Parks and Nature Reserves
- Zone C2 - Environmental Conservation
- Zone C3 - Environmental Management
- Zone C4 - Environmental Living

The objectives and land use tables remain the same across all zones. Only the prefix and zone category are changing. The change is purely administrative and of name only. There are no changes to what can be carried out on your land, or the development consent process.

### Reason for the change:

The NSW Government's Department of Planning Industry and Environment (DPIE) advised that the reason for this change is because the name 'environment protection zone' is too broad and is open to multiple interpretations which can cause confusion about the purpose, intent, and objectives of the zone. DPIE believe that 'Conservation' clearly signals that this zone is about conserving the environmental values and natural qualities in areas where it applies.

**C2 Environmental Conservation - Queanbeyan Local Environmental Plan 2012**

(b) Permitted without consent

**Environmental protection works; Extensive agriculture; Home-based child care.**

(c) Permitted with consent

**Bed and breakfast accommodation; Environmental facilities; Information and education facilities; Oyster aquaculture; Research stations; Roads.**

(d) Prohibited

**Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item (b) or (c).**

**C4 Environmental Living - Queanbeyan Local Environmental Plan 2012**

(b) Permitted without consent

**Environmental protection works; Extensive agriculture; Home-based child care; Home occupations.**

(c) Permitted with consent

**Bed and breakfast accommodation; Building identification signs; Business identification signs; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Farm buildings; Flood mitigation works; Garden centres; Home businesses; Home industries; Information and education facilities; Landscaping material supplies; Oyster aquaculture; Plant nurseries; Pond-based aquaculture; Research stations; Roads; Secondary dwellings; Tank-based aquaculture; Water reticulation systems.**

(d) Prohibited

**Industries; Service stations; Warehouse or distribution centres; any other development not specified in item (b) or (c).**

**RE1 Public Recreation - Queanbeyan Local Environmental Plan 2012**

(b) Permitted without consent

**Environmental protection works; Flood mitigation works.**

(c) Permitted with consent

**Aquaculture; Building identification signs; Camping grounds; Car parks; Caravan parks; Cemeteries; Centre-based child care facilities; Community facilities; Environmental facilities; Information and education facilities; Kiosks; Markets; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roads; Water recreation structures.**



(d) Prohibited

**Any development not specified in item (b) or (c).**

**W1 Natural Waterways - Queanbeyan Local Environmental Plan 2012**

(b) Permitted without consent

**Environmental protection works.**

(c) Permitted with consent

**Aquaculture; Environmental facilities; Flood mitigation works; Water recreation structures; Water supply systems.**

(d) Prohibited

**Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item (b) or (c).**

**Note: Demolition of a building or work requires consent under clause 2.7 of the applicable Local Environmental Plan.**

Listed below are any additional site-specific permitted uses (only with development consent) from the schedule of the relevant Local Environmental Plan cited in clause 1(1) of this certificate. Note that for multi lot titles, the additional uses may apply only to particular lots.

**Lot 1 DP 1249543                      There are no additional uses permitted on this land.**

(e) Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

**(1) Minimum area**

**C2 Environmental Conservation (part)**

<b>Lot 1 DP 1249543</b>	<b>Minimum lot size is 600 square metres.</b>
<b>Lot 1 DP 1249543</b>	<b>Minimum lot size is 15000 square metres.</b>
<b>Lot 1 DP 1249543</b>	<b>Minimum lot size is 40 hectares.</b>
<b>Lot 1 DP 1249543</b>	<b>Minimum lot size is 800 square metres.</b>
	<b>Dwelling houses are prohibited in this zone.</b>

**C4 Environmental Living (part)**

<b>Lot 1 DP 1249543</b>	<b>Minimum lot size is 600 square metres.</b>
<b>Lot 1 DP 1249543</b>	<b>Minimum lot size is 15000 square metres.</b>
<b>Lot 1 DP 1249543</b>	<b>Minimum lot size is 40 hectares.</b>
<b>Lot 1 DP 1249543</b>	<b>Minimum lot size is 800 square metres.</b>

unless the land is:

- (1) a lot created under the *Queanbeyan Local Environmental Plan 2012* (other than under clause 4.2(3)) or
- (2) a lot resulting from a subdivision for which development consent (or equivalent) was granted before the commencement of the *Queanbeyan Local Environmental Plan 2012* and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement.

**RE1 Public Recreation (part)**

<b>Lot 1 DP 1249543</b>	<b>No minimum lot size applicable. Dwelling houses are prohibited in this zone.</b>
-------------------------	---

**W1 Natural Waterways (part)**

<b>Lot 1 DP 1249543</b>	<b>No minimum lot size applicable. Dwelling houses are prohibited in this zone.</b>
-------------------------	---

- (f) Whether the land includes or comprises critical habitat:

<b>Lot 1 DP 1249543</b>	<b>No. None of the land includes or comprises critical habitat.</b>
-------------------------	---

- (g) Whether the land is in a conservation area:

<b>Lot 1 DP 1249543</b>	<b>No. The land is not in a Heritage Conservation Area or a State Conservation Area.</b>
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- (h) Whether an item of environmental heritage is situated on the land:

<b>Lot 1 DP 1249543</b>	<b>Yes. Council is aware of an item of local environmental heritage that is located on the land.</b>
<b>Lot 1 DP 1249543</b>	<b>Yes. Council is aware of an archaeological site located on the land.</b>

## **2A. Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006***

Whether the land is within any zone under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or
- (b) A Precinct Plan (within the means of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

**Not applicable.**

### 3. Complying Development

- (1) Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy, the reasons why it may not be carried out under these clauses.

#### C2 Environmental Conservation (part)

**Lot 1 DP 1249543**

**No. Under NSW legislation [clause 1.17A(1)(e) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, No complying development may be carried out on this land because the land is in an environmentally sensitive area.**

**The land is environmentally sensitive because it is within the Scenic Protection Area of *Queanbeyan Local Environmental Plan 2012*.**

<https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full>

#### C2 Environmental Conservation (part)

**Lot 1 DP 1249543**

**No. Under NSW legislation [clause 1.19(3A) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*], the following complying development may not be carried out on this land because an item of environmental heritage is located on the land:**

- **Housing Alterations Code (Part 4)**
- **General Development Code (Part 4A)**
- **Industrial and Business Alterations Code (Part 5)**
- **Subdivision Code (Part 6)**
- **Demolition Code (Part 7)**
- **Fire Safety Code (Part 8)**

**If complying development under any of these codes above is being considered to be carried out on this land, the applicant is advised to check the provisions of clauses 1.17, 1.17A, 1.18, 1.19 and 1.20 of this policy to confirm that complying development is possible:**

<https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full>

**The 2019 edition of the National Construction Code is effective from 1 May 2019.**

**The following complying development codes are not applicable to this land:**

- **Housing Code (Part 3)**
- **Rural Housing Code (Part 3A)**
- **Low Rise Housing Diversity Code (Part 3B)**
- **Greenfields Housing Code (Part 3C)**
- **Inland Code (Part 3D)**
- **Industrial and Business Buildings Code (Part 5A)**
- **Container Recycling Facilities Code (Part 5B)**

**C4 Environmental Living (part)**

Lot 1 DP 1249543

Yes. Under NSW legislation *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and council records, complying development may be able to be carried out on this land under the following codes:

- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Industrial and Business Alterations Code (Part 5)
- Subdivisions Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8)

If complying development under any of these codes above is being considered to be carried out on this land, the applicant is advised to check the provisions of clauses 1.17 1.17A, 1.18, 1.19 and 1.20 of this policy to confirm that complying development is possible:

<https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full>

The 2019 edition of the National Construction Code is effective from 1 May 2019.

The following complying development codes are not applicable to this land:

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Housing Diversity Code (Part 3B)
- Greenfield Housing Code (Part 3C)
- Inland Code (Part 3D)
- Industrial and Business Buildings Code (Part 5A)
- Container Recycling Facilities Code (Part 5B)

**C4 Environmental Living (part)**

Lot 1 DP 1249543

No. Under NSW legislation [clause 1.19(3A) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*], the following complying development may not be carried out on this land because an item of environmental heritage is located on the land:

- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Industrial and Business Alterations Code (Part 5)
- Subdivision Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8)

If complying development under any of these codes above is being considered to be carried out on this land, the applicant is advised to check the provisions of clauses 1.17 1.17A, 1.18, 1.19 and 1.20 of this policy to confirm that complying development is possible:

<https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full>

The 2019 edition of the National Construction Code is effective from 1 May 2019.

The following complying development codes are not applicable to this land:

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Housing Diversity Code (Part 3B)
- Greenfields Housing Code (Part 3C)
- Inland Code (Part 3D)
- Industrial and Business Buildings Code (Part 5A)
- Container Recycling Facilities Code (Part 5B)

#### RE1 Public Recreation (part)

Lot 1 DP 1249543

Yes. Under NSW legislation [*State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*], complying development may be able to be carried out under the following codes:

- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Industrial and Business Alterations Code (Part 5)
- Subdivisions Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8)

If complying development under any of these codes above is being considered to be carried out on this land, the applicant is advised to check the provisions of clauses 1.17, 1.17A, 1.18, 1.19 and 1.20 of this policy to confirm that complying development is possible:

<https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full>

The 2019 edition of the National Construction Code is effective from 1 May 2019.

The following complying development codes are not applicable to this land:

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Medium Density Housing Code (Part 3B)
- Greenfield Housing Code (Part 3C)
- Inland Code (Part 3D)
- Industrial and Business Buildings Code (Part 5A)
- Container Recycling Facilities Code (Part 5B)

**W1 Natural Waterways (part)****Lot 1 DP 1249543****The following complying development codes are not applicable to this land:**

- **Housing Code (Part 3)**
- **Rural Housing Code (Part 3A)**
- **Low Rise Medium Density Housing Code (Part 3B)**
- **Greenfield Housing Code (Part 3C)**
- **Inland Code (Part 3D)**
- **Housing Alterations Code (Part 4)**
- **General Development Code (Part 4A)**
- **Industrial and Business Alterations Code (Part 5)**
- **Industrial and Business Buildings Code (Part 5A)**
- **Container Recycling Facilities Code (Part 5B)**
- **Subdivisions Code (Part 6)**
- **Demolition Code (Part 7)**
- **Fire Safety Code (Part 8)**

**4, 4A. Repealed****4B. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works**

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**No. The land is not affected because it is not located in a coastal council.**

**5. Mine subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

**No. The land is not proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.**

## 6. Road widening and road realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

**Lot 1 DP 1249543**

**Yes. The land is affected by a road widening or road realignment under the Roads Act 1993.**

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

**Lot 1 DP 1249543**

**No. The land is not affected by any road widening or road realignment under any environmental planning instrument.**

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

**Lot 1 DP 1249543**

**No. The land is not affected by a road widening or road realignment under a resolution of Council.**



## 7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

**Yes. All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of contaminated land and bushfire.**

**Lot 1 DP 1249543**

Council has received previous reports, remedial actions plans and site audit statements indicating there is significant land contamination at the site from past mining and agricultural activities.

In 2020, Council obtained a copy of the document: Report on Updated Contamination Assessment, Douglas Partners, September 2020 (doc ref 88224.06.R.001.Rev1).

This report was issued after Douglas Partners conducted additional site visits and sampling in July 2020. From this report, Council noted that:

1. Two additional sites were identified (a mine and a limekiln) which are located in the proposed residential areas. These two additional areas of environmental concern need to be included into the existing Remedial Action Plans for the site.
2. Soil samples collected exceeded residential health investigation levels (HIL) and environmental investigation levels for heavy metals including zinc, cadmium and lead.
3. Fragments of cement sheeting were found that contain bonded asbestos. The human health risk from the bonded asbestos sheeting to be minimal and that their removal can be managed through a construction environmental management plan (CEMP).

Council is aware of the following recommendations from the 2020 Douglas Partners report:

The Remedial Action Plan prepared by Coffey (June 2010) should be updated to reflect regulatory changes and include remediation and management details for the additional mine site (AEC4), lime kiln (AEC 5) and areas surround sample RE34 (located in proposed residential area).

The Remedial Action Plan prepared by Coffey (December 2009) should be updated to reflect changes in regulatory framework and legislation.

Remediation, validation and management actions detailed in the updated Remedial Action Plans should be implemented.

Mine site 3 and 4 are not suitable for residential development, and that access to these areas is unsafe and should be restricted until remediation.

**Note:** Refer to Clause 11 of this certificate to check if the land is bushfire prone.

**Note:** Refer to Clause 20 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

**Yes. Council is aware of a policy adopted by a public authority that restricts the development of the land due to the risk of bushfire.  
Refer to clause 11 of this certificate.**

## 7A. Flood related development controls

- (1) Whether the land or part of the land is within the flood planning area and is subject to flood related development controls.

**Lot 1 DP 1249543                      Yes. The land or part of the land is within the flood planning area and is subject to flood related development controls.**

- (2) Whether the land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls.

**Lot 1 DP 1249543                      No.**

## 8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**Lot 1 DP 1249543                      No. Council is not aware of any environmental planning instrument or proposed environmental planning instrument that makes provision for the acquisition of the land by a public authority.**

## 9. Contributions plans

The name of each Contributions plan applying to the land.

**Lot 1 DP 1249543                      Queanbeyan City Council Section 94 Contributions Plan 2012.**

**Lot 1 DP 1249543                      Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.**

[www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6](http://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6)

## 9A. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

**Lot 1 DP 1249543                      No. Council has not been notified that the land is biodiversity certified under the Biodiversity Conservation Act 2016.**

## 10. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

**Lot 1 DP 1249543**

**No. Council has not been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016.**

## 10A. Native vegetation clearing set asides

Whether the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*.

**Lot 1 DP 1249543**

**No. Council has not been notified that the land contains a set aside area or it is registered in the public register under the Local Land Services Act 2013.**

## 11. Bush fire prone land

Whether the land is bush fire prone land.

**Lot 1 DP 1249543**

**Yes. The land is fully bush fire prone as defined in Section 10.3 of the Environmental Planning and Assessment Act 1979.  
Refer to the relevant Development Control Plan [see clause 1(3) of this certificate].**

## 12. Property Vegetation Plans

Whether Council has been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land.

**Lot 1 DP 1249543**

**No. Council has not been notified of a property vegetation plan under the Native Vegetation Act 2003 that applies to the land.**

## 13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether Council has been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

**No. Council has not been notified of order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.**

## 14. Directions under Part 3A

Whether there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

**No. Council has not been advised of any Directions by the Minister under section 75P (2) (c1) of the Act.**

## 15. Site compatibility certificates and conditions for seniors housing

Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land:

**No. Council is not aware of any valid site compatibility certificate (seniors housing) applying to the land.**

## 16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which council is aware of in respect of proposed development on the land.

**No. Council is not aware of any valid site compatibility certificate (infrastructure, schools or TAFE establishments) applying to the land.**

## 17. Site compatibility certificates and conditions for affordable rental housing

Whether there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

**No. Council is not aware of any valid site compatibility certificate (affordable rental housing) applying to the land.**

## 18. Paper subdivision information

The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

**No. Council is not aware of any development plan adopted by a relevant authority or any subdivision Order that applies to a paper subdivision of the land as described in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.**

## 19. Site verification certificate

Whether there is a current site verification certificate in relation to Division 3 of Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007* that Council is aware of.

**No. Council is not aware of any site verification certificate applying to the land.**

## 20. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

**No. Council is not aware of any residential premises on the land that are affected by loose-fill asbestos insulation (Division 1A of Part 8 of the *Home Building Act 1989*) and that are listed on the NSW register that is required to be maintained under that Division.**

NSW Fair Trading maintains a NSW Register of homes that are affected by loose-fill asbestos insulation: [www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register](http://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register)

Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as “Mr Fluffy” insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates. If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building’s occupants.

Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting that may have been used at this site.

Contact NSW Fair Trading for further information:  
<https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

## 21. Affected building notices and building product rectification orders

- (1) Is there any affected building notice of which the council is aware that is in force in respect of the land?
- (2) A statement of:
  - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
  - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

**No. Council is not aware of the existence of any affected building notice in force, or building product rectification order, or any notice of intention to make a building product rectification order.**

## 22. *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020*

For land to which *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* applies, whether the land is:

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or
- (b) shown on the *Lighting Intensity and Wind Shear Map* under that Policy, or
- (c) shown on the *Obstacle Limitation Surface Map* under that Policy, or
- (d) in the “public safety area” on the *Public Safety Area Map* under that Policy, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the *Wildlife Buffer Zone Map* under that Policy.

**Not applicable.**

### Additional Notes

#### Aircraft Noise

The land is not located within the Australian Noise Exposure Forecast (ANEF) contour of 20 or greater for the Canberra Airport. Land within an ANEF contour of less than 20 is generally regarded as being ‘acceptable’ for new residential dwellings and other land uses under *Australian Standard AS2021:2015 Acoustics - Aircraft noise intrusion - Building siting and construction*. Further advice in respect of potential aircraft noise impacts is available from Canberra Airport at:

<https://www.canberraairport.com.au/corporate/community/aircraft-noise>

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**Additional matters prescribed by section 59(2) of the *Contaminated Land Management Act 1997***

- (a) Whether there is land to which a certificate relates regarding significantly contaminated land within the meaning of that Act.

**Lot 1 DP 1249543**

**No. Council is not aware that the land is significantly contaminated.**

- (b) Whether there is land to which a certificate relates regarding being subject to a management order within the meaning of that Act.

**Lot 1 DP 1249543**

**No. Council is not aware that the land is subject to a management order.**

- (c) Whether there is land to which a certificate relates regarding the subject of an approved voluntary management proposal within the meaning of that Act.

**Lot 1 DP 1249543**

**No. Council is not aware that the land is subject to an approved voluntary management order.**

- (d) Whether there is land to which a certificate relates regarding being subject to an ongoing maintenance order within the meaning of that Act.

**Lot 1 DP 1249543**

**No. Council is not aware that the land is subject to an ongoing maintenance order.**

- (e) Whether there is land to which a certificate relates regarding being the subject of a site audit statement within the meaning of that Act.

**Lot 1 DP 1249543**

**Yes. This land is subject to a Site Audit Statement. Refer to Clause 7 of this certificate.**



**Additional information provided in accordance with section 10.7(5) of the *Environmental Planning and Assessment Act 1979***

**Vegetation Clearing**

There are restrictions on the clearing of vegetation on the land.

Refer to:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *Biodiversity Conservation Act 2016*
- *Local Land Services Act 2013*
- relevant Development Control Plan [clause 1(3) of this certificate]
- clause 10A of this certificate if a native vegetation set aside area applies
- clause 12 of this certificate if a property vegetation plan applies

**Loose Fill Asbestos**

If the land to which this certificate relates contains a building constructed prior to 1980, the Council strongly recommends that any potential purchaser obtain advice from an appropriately qualified expert as to whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants. Prospective purchasers may also wish to ask the current owner if the property has previously been inspected under the NSW WorkCover ceiling insulation testing program. Further information about loose fill asbestos insulation (including information about the NSW WorkCover ceiling insulation testing scheme) can be found at:

<http://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

**Road Access in Non-Urban Areas**

Lot 1 DP 1249543

Not applicable. The land is located in an urban area.

<https://www.qprc.nsw.gov.au/Services/Roads-and-footpaths>

**Development Approvals**

Some information of previous development applications may be available. Provided there is evidence of ownership or written approval from the land owner, applicants can request to inspect the paper property files of this property at 256 Crawford Street, Queanbeyan NSW. Please allow 1-2 days' notice for Council to retrieve the records after making a telephone call. Applicants can view the property file free-of-charge, with a small fee if the applicant requires paper copies of any record.

**ISSUE DETAILS**

Certificate No: PL.2022.1984

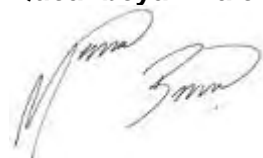
Checked: CK

**G Harlor**

Acting Portfolio General Manager

Natural and Built Character

**Queanbeyan-Palerang Regional Council**



Per.....

25 May 2022



Revenue

Enquiry ID 3725303  
Agent ID 81429403  
Issue Date 17 May 2022  
Correspondence ID 1746443264  
Your reference 1124273

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

This information is based on data held by Revenue NSW.

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Land ID	Land address	Taxable land value
D1249543/1	28 LONERGAN DRVE GREENLEIGH 2620	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.