



THIS IS THE CONSENT OF ALLTECH ASSOCIATES (AUST) PTY LIMITED TO THE POSITIVE COVENANT EXECUTED BY THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS ON 2 SEPTEMBER 1992.

THE COMMON SEAL of  
ALLTECH ASSOCIATES (AUST)  
PTY LIMITED  
is affixed in accordance with  
its articles of association in  
the presence of:

)  
)  
)  
)  
)



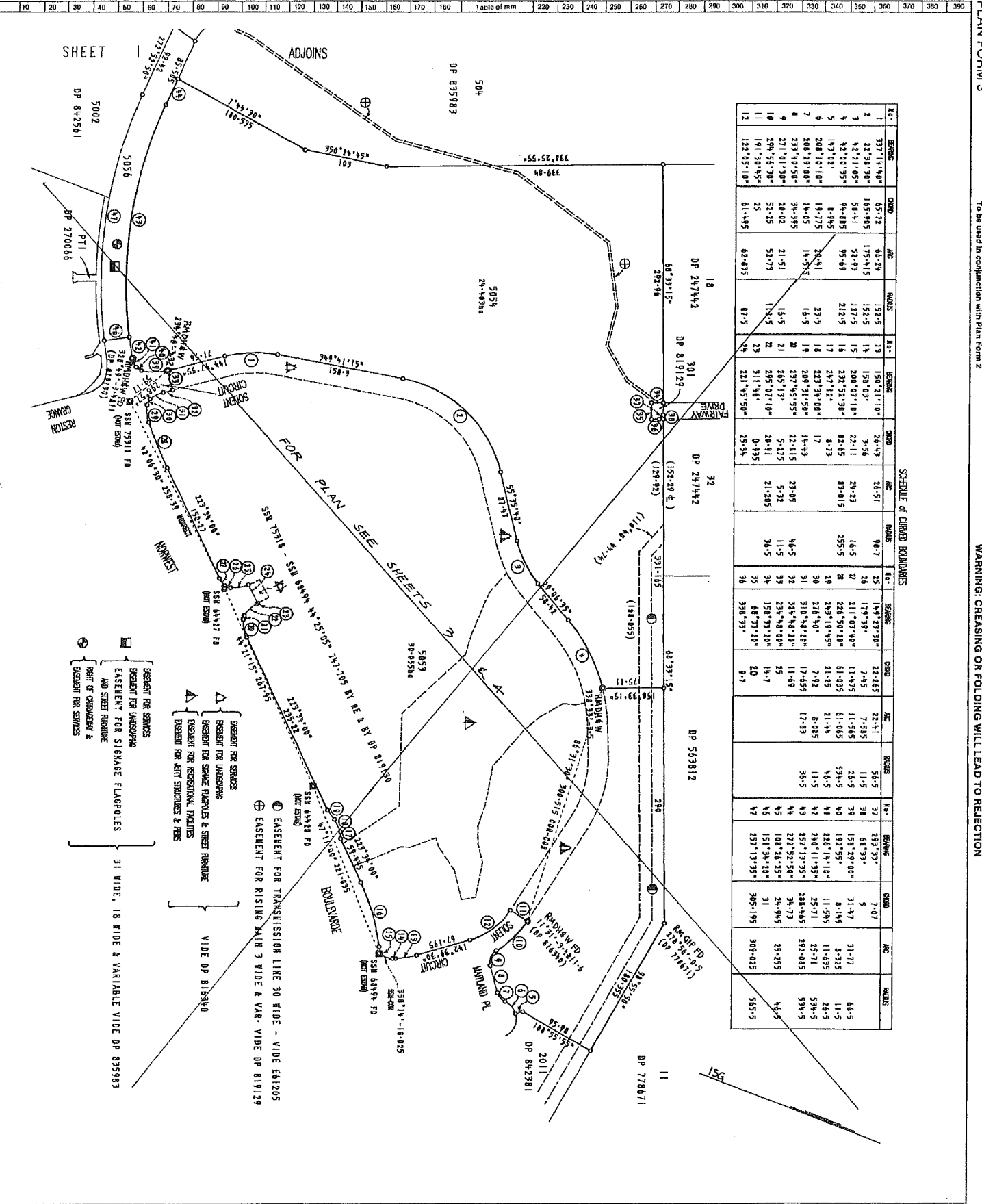
Phillip Dorr Director

PHILLIP DOUGLAS DORR Name of Director  
(print)

P. Nilzija Secretary

SEFFURA NILZIA Name of Secretary  
(print)





**SCHEDULE OF CURED BOUNDARIES**

No.	BEARING	COORD	NO.	BEARING	COORD	No.	BEARING	COORD	No.	BEARING	COORD	No.	BEARING	COORD	No.	BEARING	COORD
1	337°15'40"	65-72	13	156°21'10"	26-43	25	147°23'30"	22-25	37	237°35'	7-07	5	31-77	66-5			
2	22°34'30"	165-405	14	158°00'	22-11	26	177°39'	7-45	38	68°35'	31-47	5	8-145	11-5			
3	4°21'05"	51-41	15	208°07'10"	24-23	27	211°03'44"	11-45	39	158°29'00"	8-145	5	8-325	11-5			
4	42°00'25"	94-485	16	232°32'30"	82-65	28	226°50'48"	61-035	40	192°55'	11-625	5	28-5	28-5			
5	143°02'	6-445	17	247°12'	8-73	29	242°19'45"	21-25	41	224°14'10"	25-71	5	28-5	28-5			
6	208°10'10"	14-775	18	223°34'10"	1-4-43	30	276°40'	11-5	42	248°11'35"	35-71	5	28-5	28-5			
7	208°20'00"	14-05	19	207°31'50"	1-4-43	31	310°48'28"	17-655	43	257°13'55"	388-465	5	28-5	28-5			
8	233°40'50"	34-395	20	237°46'55"	2-2-15	32	324°48'28"	11-69	44	222°52'58"	34-73	5	28-5	28-5			
9	271°01'30"	53-25	21	245°13'	5-32	33	324°48'28"	25	45	108°28'25"	24-945	5	28-5	28-5			
10	244°56'30"	20-62	22	265°07'10"	20-41	34	158°29'00"	14-7	46	151°34'28"	25-255	5	28-5	28-5			
11	191°30'45"	25	23	205°07'10"	0-435	35	88°39'28"	14-7	47	257°13'35"	305-195	5	28-5	28-5			
12	122°05'10"	61-445	24	221°45'30"	25-34	36	341°33'	9-7									

- ⊕ EASEMENT FOR TRANSMISSION LINE 30 WIDE - VIDE E61205
- ⊕ EASEMENT FOR RISING WALK 3 WIDE & VAR. VIDE DP 819129
- ⊕ EASEMENT FOR SERVICES
- ⊕ EASEMENT FOR LANDSCAPING
- ⊕ EASEMENT FOR SIGNAGE FLAGPOLES
- ⊕ RIGHT OF CARRIAGEWAY & ADJACENT SERVICES
- ⊕ EASEMENT FOR ADJ. SERVICES & PERS.
- ⊕ EASEMENT FOR NEIGHBOURAL FACILITIES
- ⊕ EASEMENT FOR ADJ. SERVICES & PERS.
- ⊕ EASEMENT FOR TRANSMISSION LINE 30 WIDE - VIDE DP 818440

Plan Drawing only to appear in this space

Registered: *4.5.12.1995*

This is sheet 2 of my plan of 2 sheets  
 dated 14th JUNE 1995

Surveyor registered under the Surveyors Act 1989  
*Phibbs*

This is sheet 2 of my plan of 2 sheets  
 dated 14th JUNE 1995  
 of 13.11.1995

*Phibbs*  
 Chartered Clerk

For use where space is insufficient in any plan on Form 2

Reduction Ratio: 3000

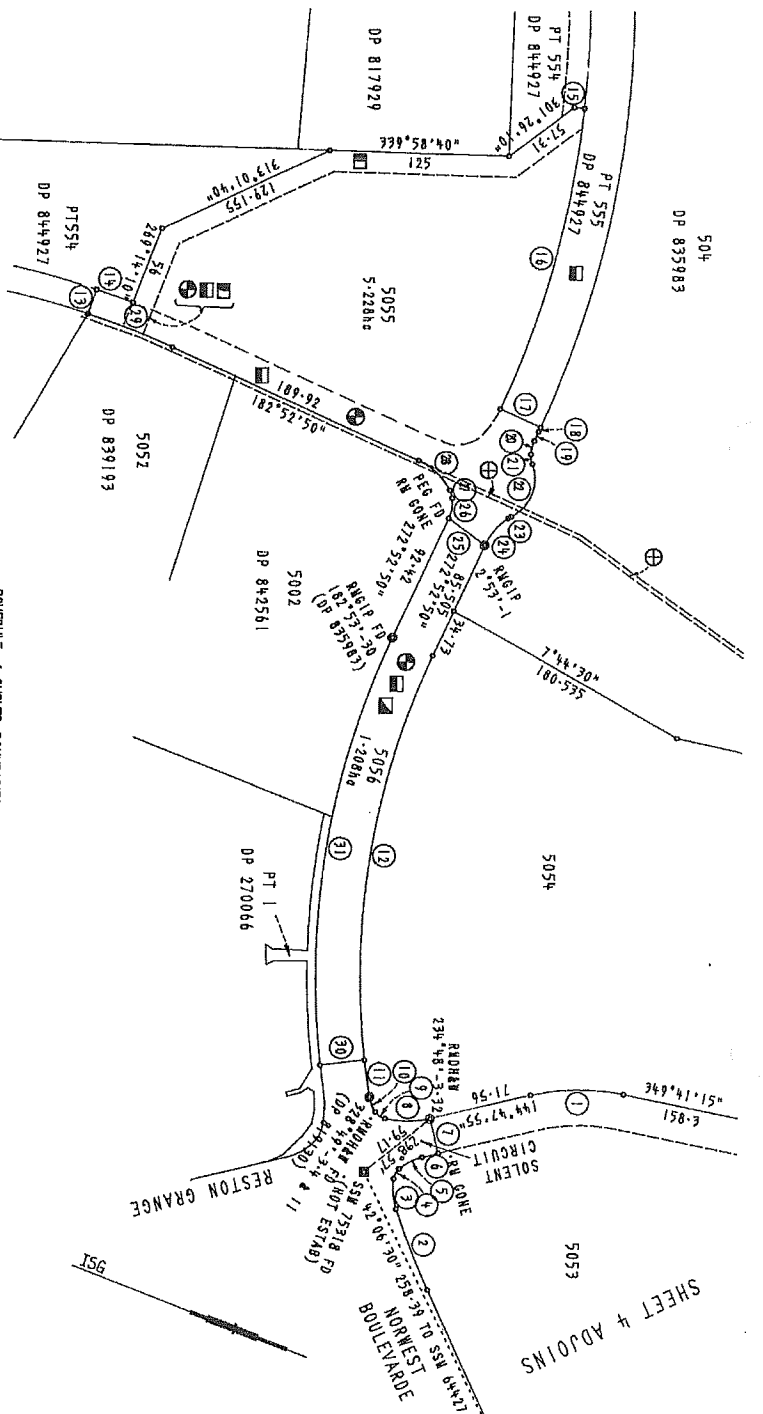
Surveyor's Reference: 24075(L)

DP 854839

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



**SCHEDULE OF CURVED BOUNDARIES & SHORT BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	337°14'40"	65.72	66.24	132.5	12	257°13'35"	288.445	292.085	534.5	23	127°55'	2.255	2.255	16.5
2	226°50'20"	61.035	61.065	534.5	13	266°43'30"	18	26.705	609	24	108°26'25"	24.945	25.255	46.5
3	243°19'45"	21.25	21.44	46.5	14	357°58'40"	7	26.705	609	25	15°27'15"	31.76	31.76	16.5
4	276°40"	7.92	8.085	11.5	15	344°11'	15	220.27	684.5	26	257°18'00"	14.235	14.41	26.5
5	310°48'20"	17.555	17.83	36.5	16	83°23'35"	219.92	220.27	684.5	27	231°18'	5.96	5.995	16.5
6	324°48'20"	11.68	11.88	25	17	2°36'40"	31	3.955	3.955	28	201°53'25"	30.295	30.86	46.5
7	234°48'00"	25	31.77	66.5	18	92°45'	7.035	9.985	16.5	29	179°48'10"	63.465	63.495	591
8	158°29'00"	8.145	8.225	11.5	19	92°59'	7.035	9.985	16.5	30	151°34'20"	31	31	591
9	192°55'	11.545	11.635	26.5	20	82°08'	6.91	6.96	16.5	31	257°13'35"	305.195	308.025	565.5
10	226°14'10"	25.71	25.71	534.5	21	59°18'	29.72	43.575	28.5					
11	240°11'35"	25.71	25.71	534.5	22	88°31'40"	29.72	43.575	28.5					

- ⊕ EASEMENT FOR SERVICES
  - ⊕ EASEMENT FOR LANDSCAPING AND STREET FURNITURE
  - ⊕ EASEMENT FOR CARRIAGEWAY & EASEMENT FOR SERVICES
  - ⊕ EASEMENT FOR RISING MAIN 3 WIDE & VARIABLE - DP 819129
  - ⊕ EASEMENT FOR WATER SUPPLY 15 WIDE - US83258
  - ⊕ RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 31 WIDE
- } 31 WIDE, 18 WIDE & VARIABLE - DP 835983

Plan Drawing only to appear in this space

Reduction Ratio 1 3000

Surveyor's Reference 24075 (L)

Registered: DP 854839

Registered: 14th JUNE 1995

Surveyor: Sparke Helmore Lawyers

SEE SHEET 1 FOR COUNCIL'S APPROVAL AND SIGNATURES

Office Use Only



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,  
CONVEYANCING ACT, 1919**

Lengths are in Metres

Sheet 1 of 3 sheets

PART 1

Plan:

**DP 854839**

Subdivision of Lot 5051 DP 839193  
covered by Council Clerk's  
Certificate's No. .... 8076 .....  
Dated ..... 13.11.1995 .....

Full name and address of  
Proprietor of the Land

North Sydney Brick and Tile Co Limited  
Old Windsor Road  
BAULKHAM HILLS NSW 2153

1. Identity of easement firstly referred to in the abovementioned plan. Right of carriageway and easement for services 31 wide.

Schedule of Lots Affected

Lots burdened

Lots benefited

5056

5055

2. Identity of restriction secondly referred to in the abovementioned plan. Restrictions on the use of land.

Schedule of Lots Affected

Lots burdened

Authority benefited

Each and every lot

Baulkham Hills Shire Council



A handwritten signature in black ink, appearing to be "J. H. ...".

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
CONVEYANCING ACT 1919**

Lengths are in Metres

Sheet 2 of 3 sheets

PART 2

**Plan: DP 854839**

Subdivision of Lot 5051 DP 839193  
covered by Council Clerk's  
Certificate's No. ....8076.....  
Dated .....13.11.1995.....

**TERMS OF RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 31 WIDE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Right of Carriageway as set out in Part 1 of Schedule V111 of the Conveyancing Act 1919 with the following addition:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, install, carry, maintain and use through, above, on and under the lot hereby burdened all drains, pipes, conduits, poles, wire or other equipment and materials necessary to provide, and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the lot hereby benefited PROVIDED THAT the said drains, pipes, conduits, poles, wire and/or other equipment and material shall be laid in such position so as to cause as little interference as possible with the rights of carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter upon the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of the lot hereby burdened to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and/or free access to the lot hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

The said right of carriageway and easement for services is to remain in existence over the lot burdened until such time as Baulkham Hills Shire Council approves the construction and dedication of a public road over the site of the said right of carriageway and easement for services, after such time the said right of carriageway and easement for services will be null and void.

**TERMS OF THE RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

No further development is to take place on the lots burdened until the said lots are re-subdivided in accordance with the requirements of Baulkham Hills Shire Council. This restriction shall



A handwritten signature in dark ink, consisting of a stylized first letter and a few trailing strokes.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
CONVEYANCING ACT 1919**

Lengths are in Metres

Sheet 3 of 3 sheets

PART 2 (Cont'd)

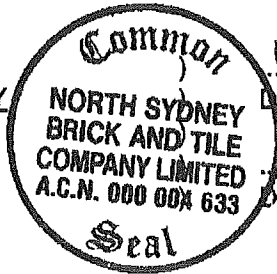
Plan: DP 854839

Subdivision of Lot 5051 DP 839193  
covered by Council Clerk's  
Certificate's No. 8076  
Dated 13.11.1995

stay in force until the registration of the plan of the said re-subdivision at the Land Titles Office.

The Authority having the right to release vary or modify this restriction is the Baulkham Hills Shire Council.

THE COMMON SEAL OF NORTH  
SYDNEY BRICK AND TILE COMPANY  
LIMITED was hereunto affixed by  
resolution of the Directors in the  
presence of:



David Wagner  
Director

[Signature]  
Director

[Signature]  
Secretary

Approved by Baulkham Hills Shire Council

[Signature]  
for General Manager

SIGNED in my presence by GERALD MAN STAFF and  
the duly constituted Attorneys  
of NATWEST MARKETS AUSTRALIA LIMITED who hereby state that  
they have no notice of revocation of Power of Attorney  
No. 512 Book. 9100  
by virtue of which they have just executed this instrument.

Signature of Witness [Signature]  
Name of Witness CHRISTOPHER ROSE  
Qualification of Witness MANAGER NATWEST  
MAR 1987

[Signature]

REGISTERED 11.5.12.1995

SIGNATURE AND SEALS ONLY

*[Signatures]*  
 Director

1. The Surveyor's name and qualification  
 2. The name of the client  
 3. The name of the project  
 4. The name of the site  
 5. The name of the map  
 6. The name of the plan  
 7. The name of the sheet

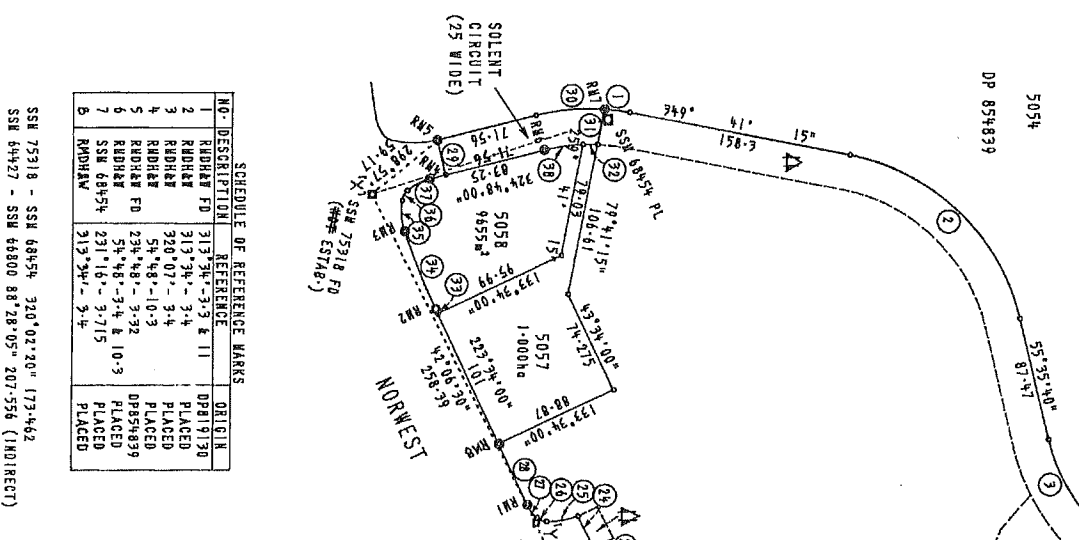
1. The name of the client  
 2. The name of the project  
 3. The name of the site  
 4. The name of the map  
 5. The name of the plan  
 6. The name of the sheet

Crown Lands Office Approval

1. The name of the client  
 2. The name of the project  
 3. The name of the site  
 4. The name of the map  
 5. The name of the plan  
 6. The name of the sheet

1. The name of the client  
 2. The name of the project  
 3. The name of the site  
 4. The name of the map  
 5. The name of the plan  
 6. The name of the sheet

SURVEY PRACTICE REGULATION 1990: CLAUSE 32 (2)  
 150 CO-ORDINATES  
 EASTING NORTHING ZONE ACC  
 SSW 75318 286258-846 1265605-071 561 4  
 SSW 64427 284639-088 1265796-740 561 4  
 SSW 68800 286639-522 1265802-290 561 2  
 COMBINED SCALE FACTORS: 0.999926  
 SOURCE: ISO CO-ORDINATES ADOPTED FROM SURVEY CONTROL BRANCH AS AT 12TH APRIL 1996



No.	DESCRIPTION	REFERENCE	ORIGIN
1	RDBH FD	313.34 - 3.3 - 3.4	PLACED
2	RDBH FD	320.07 - 3.4	PLACED
3	RDBH FD	5.48 - 10.3	PLACED
4	RDBH FD	2.34 - 4.8 - 3.32	PLACED
5	RDBH FD	5.48 - 3.4 & 10.3	PLACED
6	RDBH FD	2.31.16 - 3.715	PLACED
7	RDBH FD	313.34 - 3.4	PLACED

No.	BEARING	DIST	NO.	BEARING	DIST	NO.	BEARING	DIST	NO.	BEARING	DIST
1	346.23.00°	17.585	21	237.45.55°	22.815	23	237.45.55°	22.815	23	237.45.55°	22.815
2	22.38.30°	165.905	22	265.13.1°	5.275	24	221.45.50°	25.34	24	221.45.50°	25.34
3	42.21.05°	58.41	23	295.07.10°	20.41	25	189.23.30°	22.265	25	189.23.30°	22.265
4	42.00.35°	94.865	24	311.4.6°	0.935	26	179.39.1°	7.45	26	179.39.1°	7.45
5	183.02.1°	8.945	25	221.45.50°	25.34	27	211.03.40°	11.475	27	211.03.40°	11.475
6	208.10.10°	19.775	26	189.23.30°	22.265	28	223.34.00°	47.445	28	223.34.00°	47.445
7	208.28.00°	14.05	27	179.39.1°	7.45	29	234.48.00°	25	29	234.48.00°	25
8	233.40.50°	34.395	28	223.34.00°	47.445	30	339.56.20°	48.44	30	339.56.20°	48.44
9	271.01.30°	20.02	29	234.48.00°	25	31	79.4.1.5°	10.165	31	79.4.1.5°	10.165
10	244.54.30°	52.25	30	339.56.20°	48.44	32	339.29.20°	10.165	32	339.29.20°	10.165
11	191.30.45°	25	31	79.4.1.5°	10.165	33	223.34.00°	47.445	33	223.34.00°	47.445
12	122.05.10°	61.495	32	339.29.20°	10.165	34	228.50.20°	61.065	34	228.50.20°	61.065
13	150.21.10°	28.49	33	223.34.00°	47.445	35	21.45	21.44	35	21.45	21.44
14	158.03°	9.56	34	228.50.20°	61.065	36	276.40.0°	7.92	36	276.40.0°	7.92
15	200.07.10°	22.11	35	21.45	21.44	37	310.48.20°	17.455	37	310.48.20°	17.455
16	222.52.30°	82.65	36	276.40.0°	7.92	38	331.00.15°	27.605	38	331.00.15°	27.605
17	287.12.1°	8.73	37	310.48.20°	17.455						
18	223.34.00°	17	38	331.00.15°	27.605						
19	209.31.30°	14.43									

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 858884  
 Registered: 30.4.1996  
 C.A. 8169 19.4.1996  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Plan No: U9160 - 2<sup>nd</sup> 31, 33  
 Lot Plan: DP 854839

PLAN OF SUBDIVISION OF LOT 5039 D.P. 854839  
 LGA: BAULKHAM HILLS  
 Locality: BAULKHAM HILLS  
 Parish: CASTLE HILL  
 Country: CUMBERLAND

PETES CATEGORY MEMBER  
 1. THE SURVEYOR'S NAME AND QUALIFICATION  
 2. THE NAME OF THE CLIENT  
 3. THE NAME OF THE PROJECT  
 4. THE NAME OF THE SITE  
 5. THE NAME OF THE MAP  
 6. THE NAME OF THE PLAN  
 7. THE NAME OF THE SHEET

IT IS INTENDED TO DEDICATE THE EXTENSION OF SOLENT CIRCUIT TO THE PUBLIC AS ROAD SUBJECT TO THE FOLLOWING EASEMENTS:  
 A. EASEMENT FOR SERVICES -  
 B. EASEMENT FOR LANDSCAPING -  
 C. EASEMENT FOR SIGNAGE FLAG-  
 Poles & STREET FURNITURE -  
 D. EASEMENT FOR TRANSMISSION LINE 30 MIDE - E61205

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.  
 IT IS INTENDED TO CREATE:  
 1. RESTRICTIONS ON THE USE OF LAND

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,  
CONVEYANCING ACT, 1919**

Lengths are in Metres

Sheet 1 of 2 sheets

PART 1

Plan:

**DP 858884**

Subdivision of Lot 5053 DP 854839  
covered by Council Clerk's

Certificate's No. .... *M 9470* .....

Dated ..... *8.1.89* ..... *19.4.96* .....

Full name and address of  
Proprietor of the Land

North Sydney Brick and Tile Co Limited  
Old Windsor Road  
BAULKHAM HILLS NSW 2153

1. Identity of restriction firstly referred  
to in the abovementioned plan.

Restrictions on the use of land.

Schedule of Lots Affected

Lots burdened

Authority benefited

5059

Baulkham Hills Shire Council

PART 2

TERMS OF THE RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN

No further development is to take place on the lots burdened until the said lots are re-subdivided  
in accordance with the requirements of Baulkham Hills Shire Council. This restriction shall  
stay in force until the registration of the plan of the said re-subdivision at the Land Titles  
Office.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,  
CONVEYANCING ACT, 1919**

Lengths are in Metres

Sheet 2 of 2 sheets

PART 2 (Cont'd)

Plan: *DP 858884*

Subdivision of Lot 5053 DP 854839  
covered by Council Clerk's  
Certificate's No. *8169*  
Dated *19.4.96*

The Authority having the right to release vary or modify this restriction is the Baulkham Hills Shire Council.

THE COMMON SEAL OF NORTH  
SYDNEY BRICK AND TILE COMPANY  
LIMITED was hereunto affixed by  
resolution of the Directors in the  
presence of:

*[Signature]*  
.....  
Secretary



*[Signature]*  
.....  
Director  
*[Signature]*  
.....  
Director

Approved by Baulkham Hills Shire Council

*[Signature]*  
.....  
for General Manager

Westpac Banking Corporation  
ARBN 007 457 141  
the Mortgage under Mortgage  
No. *2002184* .....  
CONSENTS to the same

Dated *24* of *APRIL* 1996  
Westpac Banking Corporation  
*[Signature]*

*[Signature]* JOHN EDWARD HOURIGAN  
.....  
EVAN ELLIOTT  
Power of Attorney dated the  
3 February 1994  
Registered No. 390 Bank 4047

*[Signature]* ROMANY DE SILVA  
BANK OFFICER  
Westpac Banking Corporation

REGISTERED *[Stamp]* 30.4.1996



**INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS**  
**ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,**  
**CONVEYANCING ACT, 1919**

Lengths are in Metres

(Sheet 1 of 2 Sheets)

**DP 862422**

**PART 1**

PLAN:

Subdivision of Lot 5059 in DP 858884  
covered by Council Certificate No. 8219  
of 5.7.1996

Full name and address of  
Proprietor of the Land:

North Sydney Brick and Tile Co Limited  
Old Windsor Road  
BAULKHAM HILLS NSW 2153

1. Identity of restriction firstly referred  
to in the abovementioned plan:

Restriction on the use of land

Schedule of Lots, etc affected

Lot burdened

Name of Authority benefited

5062

Baulkham Hills Shire Council

2. Identity of restriction secondly referred  
to in the abovementioned plan:

Restriction on the use of land

Schedule of Lots, etc affected

Lot burdened

Name of Authority benefited

5063

Baulkham Hills Shire Council

**PART 2**

1. Terms of Restriction on the Use of land firstly referred to in the abovementioned plan:

No further development is to take place on the lot burdened until the said lot is re-subdivided in accordance with the requirements of Baulkham Hills Shire Council. This restriction shall stay in force until the registration of the plan of the said re-subdivision at the Land Titles Office.

2. Terms of Restriction on the Use of land secondly referred to in the abovementioned plan:

No development is to take place on the lot burdened until the said lot is consolidated with Lot 2011 in DP 842381.

The Authority having the right to release vary or modify the restrictions firstly and secondly is Baulkham Hills Shire Council.



**INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,  
CONVEYANCING ACT, 1919**

Lengths are in Metres

DP 862422

(Sheet 2 of 2 Sheets)



THE COMMON SEAL OF NORTH  
SYDNEY BRICK AND TILE COMPANY  
LIMITED was hereunto affixed by  
resolution of the Directors in the  
presence of:

.....  
Director

.....  
Director

.....  
Secretary

Approved by Baulkham Hills Shire Council

.....  
for General Manager

**Westpac Banking Corporation**  
ARBN 007 457 141  
the Mortgagee under Mortgage  
No. 2003184. HEREBY  
CONSENTS to the within

Dated this 5<sup>th</sup> day of Sept. 1996  
**Westpac Banking Corporation**  
By its Attorneys

..... JOHN EDWARD HOLLIGAN  
..... EVAN ELLIOTT

Power of Attorney dated the  
3 February, 1994  
Registered No. 390 Book 4047

..... ROMANY DE SILVA  
BANK OFFICER  
**Westpac Banking Corporation**

REGISTERED 13-9-1996



**Instrument setting out terms of Easements, Positive Covenant and Restrictions  
on the Use of Land intended to be created pursuant to Section 88B,  
Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 1 of 5 sheets)

**Plan:**

**DP 878258**

Plan for subdivision of  
Lots 5064 & 5065 DP 876998  
Covered by Councils Certificate  
No. 8693 of 16.6.1998

**Full name and address of  
the owner of the land:**

Norwest Limited  
Old Windsor Road  
BAULKHAM HILLS NSW 2153

**Part 1**

1. **Identity of Easement  
firstly referred to in the plan:** Right of Access &  
Easement for Services

**Schedule of Lots affected**

**Lot burdened**  
5072

**Lots benefited**  
5071 & 5073

2. **Identity of Positive Covenant  
secondly referred to in the plan:** Positive Covenant

**Schedule of Lots affected**

**Lot burdened**  
5072

**Lots benefited**  
5071 & 5073

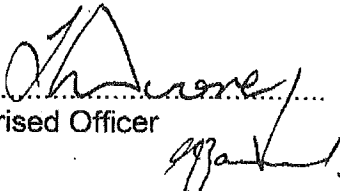
3. **Identity of Restriction  
thirdly referred to in the plan:** Restriction on the use of land 'A'

**Schedule of Lots affected**

**Lot burdened**  
5072

**Lot benefited**  
2/816340

Approved by Baulkham Hills Shire Council

.....  
Authorised Officer  


**Instrument setting out terms of Easements, Positive Covenant and Restrictions on the Use of Land intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 2 of 5 sheets)

Plan:

DP 878258

Plan for subdivision of  
Lots 5064 & 5065 DP 876998  
Covered by Councils Certificate  
No. 8693 of 16.6.1998

4. **Identity of Restriction** Restriction on the use of land 'B'  
**fourthly referred to in the plan:**

**Schedule of Lots affected**

<b>Lot burdened</b>	<b>Lot benefited</b>
Each lot	2/816340

**Part 2**

**1. Terms of Positive Covenant secondly referred to in the abovementioned plan.**

The owner of lot burdened must maintain and repair the site of the Right of Access in accordance with the following terms and conditions:

1. The owner will:
  - (a) keep the site of the Right of Access clean and free from rubbish and debris.
  - (b) maintain and repair at the sole expense of the owner of the site of the Right of Access all trafficable surfaces, driveways or structures, with the exception of any trafficable surfaces, driveways or structures which are constructed within the site of the Right of Access by the owners of the lots benefited by the Right of Access, so that the access road functions in a safe and trafficable manner.
2. By written notice the owners of the lots benefited may require the owners of the lot burdened to attend to any matter and to carry out such work within such time as the owners of the lots benefited may require to ensure the safe and trafficable performance of the access road.
3. In the event that the owner of the lot burdened fails to comply with the terms of any written notice issued by the owners of the lots benefited those owners or their authorised agents may enter the land with all

Approved by Baulkham Hills Shire Council

.....  
Authorised Officer



**Instrument setting out terms of Easements, Positive Covenant and Restrictions on the Use of Land intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 3 of 5 sheets)

Plan: DP 878258

Plan for subdivision of  
Lots 5064 & 5065 DP 876998  
Covered by Councils Certificate  
No. 8693 of 16.6.1998

necessary equipment any carry out any work which they consider reasonable to comply with the notice referred to in 2 above.

4. The owners of the lots benefited may recover from the owners of the lot burdened in a court of competent jurisdiction:
  - (a) any expense reasonably incurred by them in exercising their powers under this covenant.
  - (b) legal costs on a indemnity basis for issue of the said notices and recovery of the said costs and expenses.

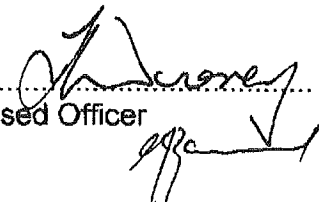
**2. Terms of Restriction 'A' thirdly referred to in the abovementioned plan.**

1. No development shall be carried out on the lot burdened unless such development shall have a singular, integrated architectural theme including external materials, colours and finishes for all buildings comprising such development.
2. No licensed club, tavern or hotel shall be permitted to be constructed or to remain upon the lot burdened.
3. No roof ventilators, exhaust towers, hoppers, air conditioning or other mechanical plant shall be erected or permitted to remain upon the lot burdened unless such structure or equipment is not visible from any public place as defined in the dictionary to the Local Government Act 1993 and not visible from Lot 5067 DP.
4. No sign, advertisement or advertisement hoarding shall be erected or be permitted to remain on the lot burdened by this restriction without the consent in writing of Norwest Limited (ACN 000 004 633), its successors or assigns.

Name of person empowered to release, vary or modify restrictions in paragraphs one, two and three of this restriction.

Approved by Baulkham Hills Shire Council

.....  
Authorised Officer



**Instrument setting out terms of Easements, Positive Covenant and Restrictions on the Use of Land intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 4 of 5 sheets)

Plan: DP 878258

Plan for subdivision of  
Lots 5064 & 5065 DP 876998  
Covered by Councils Certificate  
No. 8693 of 14.6.1998

Norwest Association Limited (ACN 003 443 883) of Old Windsor Road Baulkham Hills in New South Wales for such time as it remains the registered proprietor of the lot(s) benefited by the said easements and thereafter by the person or persons in whom the legal estate in fee simple in such lot(s) is for the time being vested provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

Name of person empowered to release, vary or modify restrictions in paragraph four of this restriction.

Norwest Limited ( ACN 000 004 633), its successors or assigns provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

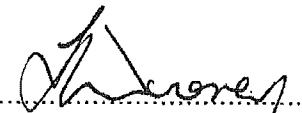
**3. Terms of Restriction 'B' fourthly referred to in the abovementioned plan.**

No development other than subdivision of a lot shall be carried out in stages without the prior written approval of Norwest Association Limited (ACN 003 443 883).

Name of person empowered to release, vary or modify this restriction.

Norwest Association Limited (ACN 003 443 883) of Old Windsor Road Baulkham Hills in New South Wales for such time as it remains the registered proprietor of the lot(s) benefited by the said easements and thereafter by the person or persons in whom the legal estate in fee simple in such lot(s) is for the time being vested provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

Approved by Baulkham Hills Shire Council

  
.....  
Authorised Officer

**Instrument setting out terms of Easements, Positive Covenant and Restrictions  
on the Use of Land intended to be created pursuant to Section 88B,  
Conveyancing Act, 1919.**

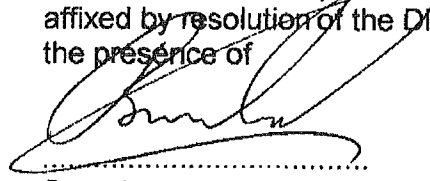
Lengths are in metres

(Sheet 5 of 5 sheets)

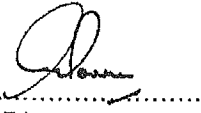
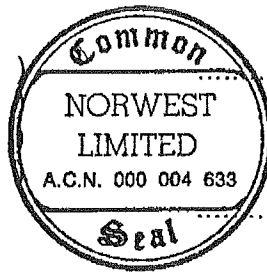
Plan: DP 878258

Plan for subdivision of  
Lots 5064 & 5065 DP 876998  
Covered by Councils Certificate  
No. 8693 of 16.6.1998

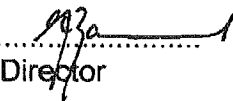
The Common Seal of Norwest Limited  
(A.C.N. 000 004 633) was hereunto  
affixed by resolution of the Directors in  
the presence of



Secretary



Director



Director

**Westpac Banking Corporation**

ABN 107 457 141

the chargee under Mortgage

2002187

PLAN of SUBDIVISION

18 of 1998

Westpac Banking Corporation

Richard Engelsh

BANK OFFICER

4047

RICHARD ENGELSH

BANK OFFICER

Westpac Banking Corporation

Approved by Baulkham Hills Shire Council



Authorised Officer

REGISTERED  23.6.1998.



**Instrument setting out terms of easements intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.**

SHEET 1 of 2 SHEETS  
~~(One sheet only)~~

**DP1003042**

Subdivision of Lot 5071 DP 878258  
covered by Council Certificate  
No.

**Full name and address of  
owner of the land:**

Norwest Limited  
ACN 000 004 633  
46 Brookhollow Avenue  
Baulkham Hills NSW 2153

**Part 1**

1. **Identity of easement firstly  
referred to in the plan:**

Easement for drainage  
of water 2 wide

**Schedule of Lots affected**

**Lot burdened**

5074

**Lot benefited**

Lot 2 DP 816340

2. **Identity of easement secondly  
referred to in the plan:**

Easement for drainage  
of water 1.5 wide

**Schedule of Lots affected**

**Lot burdened**

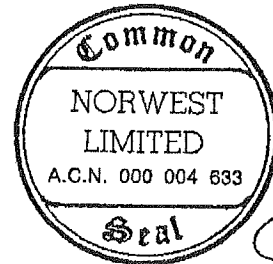
5074

**Lot benefited**

5076

**Part 2**

THE COMMON SEAL OF NORWEST LIMITED  
was hereunto affixed by authority its Board of  
Directors in the presence of:



.....  
Director

.....  
Secretary

Approved by  
Baulkham Hills Shire Council

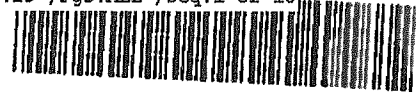
.....  
Authorised Officer

Banking Corporation  
2000187  
988 INSTRUMENT  
JUN 17 1999  
Banking Corporation  
MANUAL  
Manager legal PFC.  
81 Book 4059  
RICHARD ENGELSHAW  
Banking Corporation

DP1003042

Form: 11K  
Licence: 05-11-683  
Licensee: Sofdocs  
Coleman & Greig

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



**AJ849556M**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect information 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.

(A) **STAMP DUTY** If applicable. Office of State Revenue use only

(B) **TORRENS TITLE** 5074/1003042

(C) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
545D	LLPN: 123397E JOHN McLAREN & CO. Reference (optional): COLEMAN: 150791	R

(E) **APPLICANT** THE HILLS SHIRE COUNCIL ABN 25 034 494 656

(F) **NATURE OF REQUEST** Registration of Voluntary Planning Agreement pursuant to s93H of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST** To register the Voluntary Planning Agreement dated 11 August 2015 between The Hills Shire Council ABN 25 034 494 656, Hills Christian Life Centre Ltd ABN 42 406 987 921 and Capital Corporation (Waterside) Pty Ltd ACN 164 219 774

**DATE** 15 / 9 / 15

(H) Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: Dean Cloughton  
Capacity: Solicitor for the applicant

(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's solicitor 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.

CT produced by 302E on 11/9/15

# VOLUNTARY PLANNING AGREEMENT

11-13 Solent Circuit, Baulkham Hills

("Hills Christian Life Centre Limited")

July 2015

[www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au)

THE  
HILLS  
Sydney's Garden Shire



H15 1/17

## Summary Sheet

<b>Council</b>	<b>Name</b>	<b>The Hills Shire Council</b>
	<b>Address</b>	3 Columbia Court BAULKHAM HILLS NSW 2153
	<b>Telephone</b>	(02) 9843 0555
	<b>Facsimile</b>	(02) 9843 0409
	<b>Email</b>	council@thehills.nsw.gov.au
	<b>Representative</b>	Mr Dave Walker – General Manager
<b>Land Owner</b>	<b>Name</b>	<b>Hills Christian Life Centre Limited</b>
	<b>Address</b>	1-9 Solent Circuit, Baulkham Hills, NSW 2153
	<b>Telephone</b>	8853 5230
	<b>Facsimile</b>	8853 5257
	<b>Email</b>	georgea@hillsong.com
	<b>Representative</b>	George Aghaganian
<b>Developer</b>	<b>Name</b>	<b>Capital Corporation (Waterside) Pty Ltd</b>
	<b>Address</b>	705/12 Century Circuit, Baulkham Hills, NSW 2153
	<b>Telephone</b>	8853 5000
	<b>Facsimile</b>	8853 5099
	<b>Email</b>	rdecarvalho@capcorp.com.au
	<b>Representative</b>	Richard de Carvalho
<b>Land</b>	<b>Lot 5074 in Deposited Plan 1003042</b>	
<b>Planning Proposal</b>	The proposal made pursuant to Part 3 of the Act to amend The Hills LEP to:	
	<ul style="list-style-type: none"><li>• increase the maximum building height from RL 116m to RL 143.20m,</li><li>• increase the floor space ratio from 1.49:1 to 2.42:1,</li><li>• allow uses (commercial premises, residential flat buildings, business identification signs and building identification signs) that are permissible within the B2 Local Centre zone within that part of the site zoned</li></ul>	

SP2 (Infrastructure) through Schedule 1 - Additional Permitted Uses, and

- specify a minimum of 6,000m<sup>2</sup> commercial floor space to be provided on the site.

<b>Proposed Development</b>	The development of the Land for the purpose of: <ul style="list-style-type: none"><li>• the demolition of the Sydney Ice Arena and construction of a mixed use development comprising approximately 240 residential units and a minimum of 6,000m<sup>2</sup> commercial floor space on the Land.</li></ul>
<b>Dedication Lands</b>	Not applicable
<b>Works</b>	Not applicable
<b>Monetary Contributions</b>	See Schedule 1
<b>Security Amount</b>	Not applicable

**CONTENTS**

1. **Defined meanings**.....5

2. **Planning agreement under the Act**.....5

3. **Application of this document**.....5

4. **No restriction on Council's Powers**.....5

5. **Operation of this Agreement**.....6

6. **Monetary Contributions**.....6

7. **Dispute Resolution**.....7

8. **Application of s94, s94A and s94EF of the EPAA**.....7

9. **Modifications**.....7

10. **Termination**.....7

11. **Consequences**.....8

12. **Private Certifiers**.....8

13. **Notices**.....8

14. **Breach Notice and Rectification**.....8

15. **Registration of document on Title**.....8

16. **Costs**.....9

17. **GST**.....9

18. **General**.....10

19. **Definitions and interpretation**.....12

## Planning Agreement

### Dated

### Parties

**The Hills Shire Council** ABN 25 034 494 656 of 3 Columbia Court, Baulkham Hills, New South Wales 2153 (Council)

**Hills Christian Life Centre Limited** ABN 42 406 987 921 of 1-9 Solent Circuit, Baulkham Hills, New South Wales 2153 ( Land Owner)

**Capital Corporation (Waterside) Pty Ltd** ACN 164 219 774 of 705/12 Century Circuit, Baulkham Hills, New South Wales, 2153 (Developer)

### Background

- A. Council is the consent authority pursuant to the *Environmental Planning and Assessment Act 1979 (NSW) (Act)* for the Proposed Development.
- B. The Developer has entered into an agreement with the Land Owner to lodge a Development Application for the Proposed Development on the Land in accordance with The Hills Local Environmental Plan (as amended).

The Developer offers to:

- (a) pay the Monetary Contributions,  
in relation to the Proposed Development as set out in this Agreement.

### Operative provisions

#### 1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this Agreement.

#### 2. Planning agreement under the Act

The Parties agree that this document is a planning agreement within the meaning of **subdivision 2, Division 6, Part 4** of the Act.

#### 3. Application of this document

This document is made in respect of the Proposed Developments and applies to the Land.

#### 4. No restriction on Council's Powers

This Agreement or anything done under this Agreement:

- (a) is not to be taken as approval or consent by Council as a regulatory authority; and

- (b) does not in any way inhibit, deter or prejudice Council in the proper exercise of its functions, duties or powers,

pursuant to any legislation including the Act, the *Roads Act 1993* (NSW) and the *Local Government Act 1993* (NSW).

## 5. Operation of this Agreement

### 5.1 This Agreement operates when:

- (a) The Planning Proposal that allows for the Proposed Development to be carried out and the amending Local Environmental Plan is published on the NSW Legislation Website; and
- (b) Development Consent is granted for the Proposed Development and a Notice of Commencement pursuant to section 81 of the Act for that Development Consent has been submitted to Council notifying that a principal certifying authority has been appointed and work is to commence.

### 5.2 When this Agreement operates it is a binding contract between the parties.

## 6. Monetary Contributions

### 6.1 Payment

The Developer must pay the Monetary Contributions prior to the issue of an Occupation Certificate (interim or final) for the Proposed Development. Payment of the Monetary Contributions may be made by cheque or electronic bank transfer to Council's nominated bank account.

### 6.2 Rate of Payment / Adjustments

The figure specified in Schedule 1 – Monetary Contributions (\$3,130,000.00) will be adjusted (below or in excess of this amount) in accordance with a calculation based on the actual number of units approved in a Development Consent. Any adjustment to the figure specified in Schedule 1 will be calculated at a rate equal to \$13,041.67 per unit (subject to indexation as specified in clause 6.3 Annual Increases).

### 6.3 Annual Increases

On the two (2) year anniversary of the date of this document and on each one (1) year anniversary thereafter, the Monetary Contribution applicable immediately prior to that anniversary will be increased by the same percentage as the annual percentage increase, if any, in the Consumer Price Index most recently published prior to the relevant anniversary. The increased Monetary Contributions will be the Monetary Contributions in the subsequent 12 months.

### 6.4 Public Purpose

The Monetary Contributions are required for the funding of the construction of improvements to the public domain as set out in Schedule 1 and Council will apply the Monetary Contributions for those purposes.

## **7. Dispute Resolution**

- 7.1 Any dispute between the parties is to be referred to the General Manager of the Council, and the Chief Executive Officer of the Land Owner and the Developer, who may then resolve the dispute, which is to be final and binding on all parties.
- 7.2 Such a dispute is taken to arise if one party gives another party a notice in writing specifying particulars of the dispute.
- 7.3 If a notice is given under clause 13, the parties referred to in clause 13.1 are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 7.4 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 determination.
- 7.5 The expert determination is binding on the parties except in the case of fraud or misfeasance by the expert.
- 7.6 Each party is to bear its own costs arising from or in connection with the appointment of the expert and the determination.

## **8. Application of s94, s94A and s94EF of the EPAA**

- 8.1 For the purpose of section 93F(5) this Agreement excludes the application of sections 94, 94A and 94EF of the Act in relation to the Development Application and the Proposed Development.

## **9. Modifications**

- 9.1 In the event that the Proposed Development is changed, modified or amended prior to completion of the development, and a further development or modification application is made for the development of the Land, then any Agreement Contributions made pursuant to this Agreement shall, to the extent that it is lawful:
  - (a) be taken into account as part of any development contribution for the purpose of any planning agreement relating to a later application in respect of the Land; and
  - (b) be taken into account for the purposes of section 79C of the Act.

## **10. Termination**

### **10.1 Development Consents**

If Development Consent is granted by the Council with respect to the Development Application, this document terminates with respect to that particular Development Consent:

- (a) on the lapse of the Development Consent; or
- (b) on the formal surrender of the Development Consent; or
- (c) on the final determination by a Court of competent jurisdiction issuing a declaration that the Development Consent is invalid.

## **11. Consequences**

- 11.1 On the date of termination or rescission of this document, subject to the following sub-paragraphs each party releases each other party from any obligation to perform any term, or any liability arising out of, this document after the date termination.
- 11.2 Any unapplied component of the Monetary Contributions that has been provided to Council will be refunded to the Developer as soon as practicable after the date of termination.
- 11.3 Termination or rescission of this document does not release either party from any obligation or liability arising under this document before termination or rescission.

## **12. Private Certifiers**

Where Council is not the certifying authority for any aspect of the Proposed Development the Developer must on the appointment of a private certifier provide a copy of this Agreement to the private certifier.

## **13. Notices**

- 13.1 Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- 13.2 Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient specified in the Summary Sheet or most recently notified by the recipient to the sender.
- 13.3 Any notice is effective for the purposes of this document upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00am on the next day following delivery or receipt.

## **14. Breach Notice and Rectification**

- 14.1 If the Developer is, in the opinion of Council, in breach of a material obligation under this document, Council may provide written notice of the breach to the Developer and require rectification of that breach within a reasonable period of time (**Breach Notice**).
- 14.2 Unless there are compelling reasons to extend or abridge the period of time permitted for rectification, a reasonable period of time is taken to be fourteen days from receipt of written notification of the breach.
- 14.3 If the breach is not rectified within the time specified in the Breach Notice, or otherwise agreed between the Parties, Council may rectify the breach as the agent of the Developer and at the risk of the Developer. The Developer must pay all reasonable costs incurred by the Council in remedying the breach.

## **15. Registration of document on Title**

### **15.1 Acknowledgement**

The Developer acknowledges that Council intends to register this document under section 93H of the Act on the Land and on registration by the Registrar-General the

document will be binding on and enforceable against the owners of the Land from time to time as if each owner for the time being had entered into this document.

#### **15.2 Consents to Registration**

This document must be registered on the title of the Land as soon as practicable after it is made. Each Party must promptly execute any document and perform any action necessary to effect the registration of this document on the title of the Land.

#### **15.3 Release from Registration**

Council will at the request of the Developer release the Land from registration of this document where the Agreement Contributions have been made and no other money is owing to Council under this Agreement. The obligations of the Council are satisfied when Council provides the Developer with a signed Request in registrable form for the release of registration of this document.

#### **15.4 Registration Expenses**

The Developer must pay Council's reasonable expenses including registration fees, any stamp duty, legal costs and disbursements, for the registration of this document and the subsequent removal of registration, on an indemnity basis.

### **16. Costs**

16.1 The Developer must pay on demand Council's costs and expenses including legal costs and disbursements on an indemnity basis, survey fees and consultant's charges reasonably incurred in relation to:

- (b) the preparation, review, amendment and finalisation of this Agreement, including all attendances and related advice;
- (c) any request by the Developer under the Agreement;
- (d) the preparation, lodgement and withdrawal of any caveat over the Land or pursuant to this Agreement;
- (e) any litigation or dispute resolution procedure involving the Council in respect of this Agreement in which no judgement or order is awarded against Council; and
- (f) any breach of a provision of this Agreement by the Developer.

16.2 The Developer must pay interest on any money due to Council but not paid on the due date from the date payment was due at the Prescribed Rate.

### **17. GST**

If any payment made by one party to any other party under or relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this document.

## **18. General**

### **18.1 Assignment**

- (a) The Developer must not transfer any right or liability under this document without the prior consent of Council.
- (b) In the event that the Developer enters into a contract for the sale of the Land the subject of the Development Consent, the Developer (as vendor) shall disclose to the purchaser the existence of this Agreement.

### **18.2 Governing law and jurisdiction**

- (a) This document is governed by and construed under the law in the State of New South Wales.
- (b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

### **18.3 Amendments**

Any amendment to this document has no force or effect, unless effected by a document executed by the parties.

### **18.4 Pre-contractual negotiation**

This document:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

### **18.5 Further assurance**

Each party must execute any document and perform any action necessary to give full effect to this document, whether before or after performance of this document.

### **18.6 Continuing performance**

- (a) The provisions of this document do not merge with any action performed or document executed by any party for the purposes of performance of this document.
- (b) Any representation in this document survives the execution of any document for the purposes of, and continues after, performance of this document.
- (c) Any indemnity agreed by any party under this document:

- (i) constitutes a liability of that party separate and independent from any other liability of that party under this document or any other agreement; and
- (ii) survives and continues after performance of this document.

#### **18.7 Waivers**

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

#### **18.8 Remedies**

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

#### **18.9 Counterparts**

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

#### **18.10 Party acting as trustee**

If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this document:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;
- (b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on behalf of the trust and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust;
- (c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

## 18.11 Representations and warranties

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

## 18.12 Severability

If a clause or part of a clause of this document 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. 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 document, but the rest of this document is not affected.

## 19. Definitions and Interpretation

19.1 In this document unless the context otherwise requires:

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

**Agreement Contributions** means the Monetary Contributions, dedication of land or the provision of a material public benefit including the Works, under this Agreement.

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales;

**Consumer Price Index** means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics or if this price index is discounted then such price index as Council may select.

**Developer** means the Developer specified in the Summary Sheet.

**Development Application** means a development application made under Part 4 of the Act and includes a staged development application.

**Development Consent** means the development consent granted by the Council under section 80 of the Act to the Proposed Development.

**Encumbrance** includes any mortgage or charge, lease, (or other right of occupancy) or profit a prendre.

**Environment** has the same meaning as set out in the Dictionary to the *Protection of the Environment Operations Act 1997* (NSW).

**GST** means any tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Act) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act;

**Land** means the land specified in the Summary Sheet.

**Land Owner** mean the Land Owner specified in the Summary Sheet as the.

**Monetary Contributions** means the monetary contributions specified in Schedule 1.

**Occupation Certificate** means an occupation certificate under the Act.

**Party** means a party to this document, including their successors and assigns.

**Planning Proposal** means the planning proposal made under Part 3 of the Act as specified in the Summary Sheet.

**Prescribed Rate** means the rate prescribed from time to time under the *Uniform Civil Procedure Rules 2005* as the rate of interest on judgment debts plus 2%, calculated daily and compounded on the last day of each month.

**Proposed Development** means the proposed development as described in the Summary Sheet.

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

## 19.2 Interpretation

In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to a provision of an Act or Regulation is a reference to that provision as at the date of this document;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit

or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;

- (o) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day; and
- (p) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

**Schedule 1 – Monetary Contributions**

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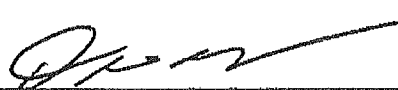
<b>Monetary Contribution</b>	<b>Public Purpose</b>	<b>Date for Payment</b>
\$1,650,000	Open Space - Land	Prior to issue of an Occupation Certificate.
\$492,158	Open Space - Embellishment	Prior to issue of an Occupation Certificate.
\$79,161	Community - Land	Prior to issue of an Occupation Certificate.
\$324,300	Community - Embellishment	Prior to issue of an Occupation Certificate.
\$581,121	Transport – Capital  (to be allocated towards the provision of traffic signals at the western intersection of Solent Circuit and Norwest Boulevard)	Prior to issue of an Occupation Certificate.
<b>\$3,130,000*</b>		


\*Refer clause 6.2

**Execution Page**



The common seal of The Hills Shire Council was affixed under a resolution passed by council on 28 July 2015 in the presence of:

  
\_\_\_\_\_  
General Manager

  
\_\_\_\_\_  
Mayor


Dave Walker  
Print name 11/8/2015

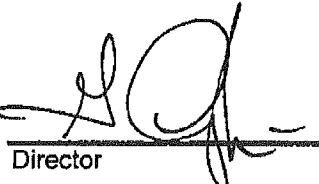
Andrew Jefferies  
Print name 11/8/2015

  
\_\_\_\_\_  
Witness

KATRINA REEVES  
Print name

Executed by Hills Christian Life Centre Limited in accordance with s127 of the Corporations Act 2001 (Cth):

  
\_\_\_\_\_  
Secretary / Director

  
\_\_\_\_\_  
Director

PETER RIDLEY  
Print name

GEORGE AGHAJANIAN  
Print name



**THE HILLS SHIRE COUNCIL**

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PO Box 7064, Baulkham Hills BC NSW 2153

Telephone +612 9843 0555  
Facsimile +612 9843 0409

Email [council@thehills.nsw.gov.au](mailto:council@thehills.nsw.gov.au)  
[www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au)

DX 9966 Norwest

ABN No. 25 034 494 656

**PLANNING CERTIFICATE UNDER SECTION 149 (2) & (5)**  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **56521**  
Reference: 731220:64071  
Issue Date: 28 January 2016  
Receipt No: 5081922  
Fee Paid: \$ 133.00

ADDRESS: 11-13 Solent Circuit, BAULKHAM HILLS NSW 2153  
DESCRIPTION: Lot 5074 DP 1003042

The land is zoned:  
**Zone B2 Local Centre**  
**Zone SP2 Infrastructure**

The following prescribed matters apply to the land to which this certificate relates:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act, the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

---

THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS  
PRESCRIBED UNDER SECTION 149 (2) OF THE ABOVE ACT.

---

**1. Names of relevant planning instruments and DCPs**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2012, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

**State Environmental Planning Policies**

SEPP No.19 - Bushland In Urban Areas  
 SEPP No.21 - Caravan Parks  
 SEPP No.30 - Intensive Agriculture  
 SEPP No.33 - Hazardous And Offensive Development  
 SEPP No.50 - Canal Estate Development  
 SEPP No.55 - Remediation Of Land  
 SEPP No.62 - Sustainable Aquaculture  
 SEPP No.64 - Advertising And Signage  
 SEPP No.65 - Design Quality Of Residential Flat Development  
 SEPP No.70 - Affordable Housing (Revised Schemes)  
 SEPP (Building Sustainability Index: Basix) 2004  
 SEPP (Major Development) 2005  
 SEPP (Mining, Petroleum Production And Extractive Industries) 2007  
 SEPP (Miscellaneous Consent Provisions) 2007  
 SEPP (Infrastructure) 2007  
 SEPP (Exempt and Complying Development Codes) 2008  
 SEPP (Affordable Rental Housing) 2009  
 SEPP (State and Regional Development) 2011  
 Sydney Regional Environmental Plan No. 9 Extractive Industries (No.2) - Amendment No.1  
 Sydney Regional Environmental Plan No. 20 Hawkesbury – Nepean River (No.2 – 1997)

The following SEPP's may apply to the land. Please refer to '**Land to which Policy applies**' for each individual SEPP.

SEPP (Housing For Seniors Or People With A Disability) 2004  
 SEPP No.32 – Urban Consolidation (Redevelopment of Urban Land)

- (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 Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

(B) **Proposed State Environmental Planning Policies**

Draft State Environmental Planning Policy (Competition).

- (3) The name of each development control plan that applies to the carrying out of development on the land.

**The Hills Development Control Plan 2012**

Note: the land is within The Hills Development Control Plan 2012 Part B map sheet. Refer Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) to view the map sheet.

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

**2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

- (A) The Hills Local Environmental Plan 2012 applies to the land unless otherwise stated in this certificate and identifies the land to be:

**Zone B2 Local Centre  
Zone SP2 Infrastructure**

- (B) The purposes for which the instrument provides that development may be carried out within the zone without development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Exempt Development

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Complying Development

- (D) The purposes for which the instrument provides that development is prohibited in the zone:

**Refer Attachment 2(B)**

- (E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

**The Hills Local Environmental Plan 2012?**

**NO**

**Any other Planning Proposal?**

**NO**

- (F) Whether the land includes or comprises critical habitat?

**The Hills Local Environmental Plan 2012?**

NO

**Any other Planning Proposal?**

NO

- (G) Whether the land is in a conservation area (however described)?

**The Hills Local Environmental Plan 2012?**

NO

**Any Other Planning Proposal?**

NO

- (H) Whether an item of environmental heritage (however described) is situated on the land?

**The Hills Local Environmental Plan 2012?**

NO

**Any other Planning Proposal?**

NO

**2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
  - (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
  - (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.
- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) does not apply.**

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) does not apply.**

Note: This precinct plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

- (B) The purposes for which the instrument provides that development may be carried out within the zone without development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Exempt Development.

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Complying Development

- (D) The purposes for which the instrument provides that development is prohibited in the zone:

**Refer Attachment 2(B)**

- (E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**Any amendments to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

**Any amendments to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

- (F) Whether the land includes or comprises critical habitat?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

- (G) Whether the land is in a conservation area (however described)?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

- (H) Whether an item of environmental heritage (however described) is situated on the land?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

**3. Complying Development**

- (1) The extent to which 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) The extent to which 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 and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain

the extent to which complying development may or may not be carried out on the land.

**General Housing Code and Rural Housing Code**

Complying development under the General Housing Code and Rural Housing Code **may not** be carried out on the land **unless** the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:

The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.

**Housing Alterations Code and General Development Code**

Complying Development under the Housing Alterations Code and General Development Code **may be** carried out on the land.

**Commercial and Industrial (New Buildings and Additions) Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land **unless** the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:

The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.

**Commercial and Industrial Alterations, Subdivision, Demolition and Fire Safety Codes**

Complying Development under the Commercial and Industrial Alterations, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2012 - [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au)  
State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) - [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

**4. Coastal protection**

Whether or not the land is affected by the operation of Section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been so notified by the Department of Finance, Services, and Innovation?

**NO**

**4A. Certain information relating to beaches and coasts**

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

**NO**

- (2) In relation to a coastal council:

(a) whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

(b) if works have been so placed - whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

**NO**

- (3) (Repealed)

**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

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**

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

**5. Mine subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

**NO**

**6. Road widening and road realignment**

Whether or not the land is affected by any road widening or road realignment under -

- (A) Division 2 of Part 3 of the Roads Act 1993; or

**NO**

- (B) any environmental planning instrument; or

**NO**

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

**NO**

- b) Any other resolution of council?

**NO**

**7. Council and other public authority policies on hazard risk restrictions**

Whether or not the land is affected by a policy:

- (a) adopted by council, or  
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the 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)?

Council's policies on hazard risk restrictions are as follows:

**(i) Landslip**

- a) By The Hills Local Environmental Plan 2012 zoning?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

- b) By The Hills Local Environmental Plan 2012 local provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

- c) By The Hills Development Control Plan 2012 provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

**(ii) Bushfire**

**YES**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.**

Council has adopted the NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2006'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)

The Development Control Plan may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(3) of this certificate for the applicable Development Control Plan.

**(iii) Tidal inundation**

**NO**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by tidal inundation.**

**(iv) Subsidence**

**NO**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by subsidence.**

**(v) Acid sulphate soils**

**NO**

**(vi) Land contamination**

**NO**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.**

**(vii) Any other risk**

**NO**

**7A. Flood related development controls information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls?

**NO**

**Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.**

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls?

**NO**

**Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.**

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

**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 27 of the Act.

**The Hills Local Environmental Plan 2012?**

**NO**

**Any other Planning Proposal?**

**NO**

**State Environmental Planning Policy?**

**NO**

**Proposed State Environmental Planning Policy?**

**NO**

**9. Contributions plans**

The name of each contributions plan applying to the land:

**NO SECTION 94 PLAN APPLIES**

**9A. Biodiversity Certified Land**

Whether the land is biodiversity certified land within the meaning of Part 7AA of the Threatened Species Conservation Act 1995?

**NO**

**10. Biobanking Agreements**

Whether the land is land to which a biobanking agreement under part 7A of the Threatened Species Conservation Act 1995 relates, (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage)?

**NO**

**11. Bush fire prone land**

Has the land been identified as bush fire prone land?

**NO**

**12. Property vegetation plans**

Has the council been notified that a property vegetation plan under the Native Vegetation Act 2003 applies to this land?

**NO**

**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on this land (but only if the council has been notified of the order)?

**NO**

**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**

**15. Site compatibility certificates and conditions for seniors housing**

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

**NO**

(b) Whether there are any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

NO

**16. Site compatibility certificates for infrastructure**

Whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?

NO

**17. Site compatibility certificates and conditions for affordable rental housing**

(1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

NO

**18. Paper subdivision information**

(1) 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 DEVELOPMENT PLAN APPLIES**

(2) The date of any subdivision order that applies to the land.

**NO SUBDIVISION ORDER APPLIES**

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

**19. Site verification certificates**

Whether there is a current site verification certificate, of which the council is aware, in respect of the land?

NO

**Note.** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

**Note.** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

**NO**

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

**NO**

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

**NO**

**Note:** Whether Council has been provided with a copy of any exemption under section 23 or authorisation by the Co-ordinator General under section 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009?

**NO**

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**THIS PART IS DIRECTED TO THE FOLLOWING MATTERS  
PRESCRIBED UNDER SECTION 149 (5) OF THE ABOVE ACT**

---

**NOTE:** "When information pursuant to Section 149 (5) is requested the council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 149 (6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate."

- A.** Whether there are any provisions applying to the land that control the management of trees and bushland?

**YES**

Clause 5.9 and 5.9AA of The Hills Local Environmental Plan 2012 and Part C Section 3 of The Hills Development Control Plan 2011 contain provisions for the control and management of actions in respect of trees and bushland.

- B.** Does the land contain a foreshore area as identified on The Hills Local Environmental Plan 2012 Foreshore Building Line map?

**NO**

- C.** Under the Protection of the Environment Operations Act 1997, is the property subject to a listing on the public register maintained by council with respect to an environmental notice or civil proceedings in the Land and Environment Court, or a prosecution under this Act?

**NO**

- D.** Is the land affected by any special provisions of Sydney Regional Environmental Plan No 9 – Extractive Industry (No 2 – 1995)?

**NO**

- E.** Is the land affected by a restricted development area as identified under The Hills Development Control Plan 2012?

**NO**

- F.** Is the land within an area where a Special Infrastructure Contribution, as determined by the Minister for Planning and Infrastructure, applies?

**NO**

- G.** Is the land in the vicinity of a heritage item or heritage conservation area as described in The Hills Local Environmental Plan 2012 **OR** State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

**NO**

- H. Whether Council has adopted a Voluntary Planning Agreement within the meaning of S93F of the Environmental Planning and Assessment Act, 1979, as amended, in relation to the land?

YES

**VOLUNTARY PLANNING AGREEMENT NO. 10**

- I. Is the land within or adjacent to the North West Rail Link as identified on the maps prepared by Transport NSW?

NO

- J. Is the land within or adjacent to the Parramatta to Epping Rail Link as identified on the maps prepared by Transport NSW?

NO

- K. Does the land contain a proposed road as identified within a Development Control Plan under State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

NO

- L. Has Council been notified by NSW Land and Property Information that the land is affected by a plan of proposed acquisition for railway purposes (North West Rail Link)?


NO

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**THE HILLS SHIRE COUNCIL**

**DAVE WALKER**  
**GENERAL MANAGER**

Per:



**PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.**

**ATTACHMENT 2(B)****Zone B2 Local Centre****1 Objectives of zone**

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.

**2 Permitted without consent**

Home businesses; Home occupations

**3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home-based child care; Information and education facilities; Medical centres; Multi dwelling housing; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

**4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan.

**ATTACHMENT 2(B)****Zone SP2 Infrastructure****1 Objectives of zone**

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

**2 Permitted without consent**

Roads

**3 Permitted with consent**

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose.

**4 Prohibited**

Any development not specified in item 2 or 3.

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan.

**2.5 Additional permitted uses for particular land**

- (1) Development on particular land that is described or referred to in Schedule 1 may be carried out:
  - (a) with development consent, or
  - (b) if the Schedule so provides—without development consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

**Schedule 1 Additional permitted uses**

(Clause 2.5)

**1 Use of certain land at Solent Circuit, Baulkham Hills**

- (1) This clause applies to that part of land at 11-13 Solent Circuit, Baulkham Hills, comprising Lot 5074, DP 1003042, that is zoned SP2 Infrastructure, shown as "Item 6" on the Additional Permitted Uses Map.
- (2) Development for the purposes of building identification signs, business identification signs, commercial premises or residential flat buildings is permitted with consent.

**2 Use of certain land at Wilkins Avenue and Windsor Road, Beaumont Hills**

- (1) This clause applies to certain land at Beaumont Hills, being:
  - (a) Part of 1-3 Wilkins Avenue, comprising part of Lot 101, DP 1124350, and
  - (b) RMB 104 Windsor Road, comprising Lot 7, DP 13822, and
  - (c) RMB 104A Windsor Road, comprising Lot 80, DP 1014622, and
  - (d) RMB 105 Windsor Road, comprising Lot 104, DP 1124350,
 shown as "Item 4" on the Additional Permitted Uses Map.
- (2) Development for the purposes of a garden centre and landscaping material supplies is permitted with development consent.

**3 Use of certain land at Excelsior Avenue, Castle Hill**

- (1) This clause applies to and at 160-162 Excelsior Avenue, Castle Hill, being Lots 1 and 2, DP 562533.
- (2) Development for the purposes of a child care centre is permitted with development consent.

**4 Use of certain land at Samantha Riley Drive, Kellyville**

- (1) This clause applies to certain land at Kellyville, being:
  - (a) 301 Samantha Riley Drive, comprising Lots 101 and 103, DP 1122070, and
  - (b) part of drainage reserves fronting Samantha Riley Drive, comprising part of Lot 1, DP 1067762 and part of Lot 1, DP 1028391, shown as "Item 3" on the Additional Permitted Uses Map.
- (2) Development for the purposes of shops is permitted with development consent.
- (3) Development consent under subclause (2) may only be granted if the retail floor space on the site is no more than 1,900m<sup>2</sup>.

**5 Use of certain land at Rouse Hill Regional Centre, Rouse Hill**

- (1) .....This clause applies to land at Rouse Hill Regional Centre, Rouse Hill, shown as "Item 2" on the Additional Permitted Uses Map.
- (2) .....Development for a purpose shown in Column 2 of the Table to this item is permitted with development consent in a zone shown opposite in Column 1, subject to any condition shown opposite in Column 3.

**Column 1**

**Column 2**

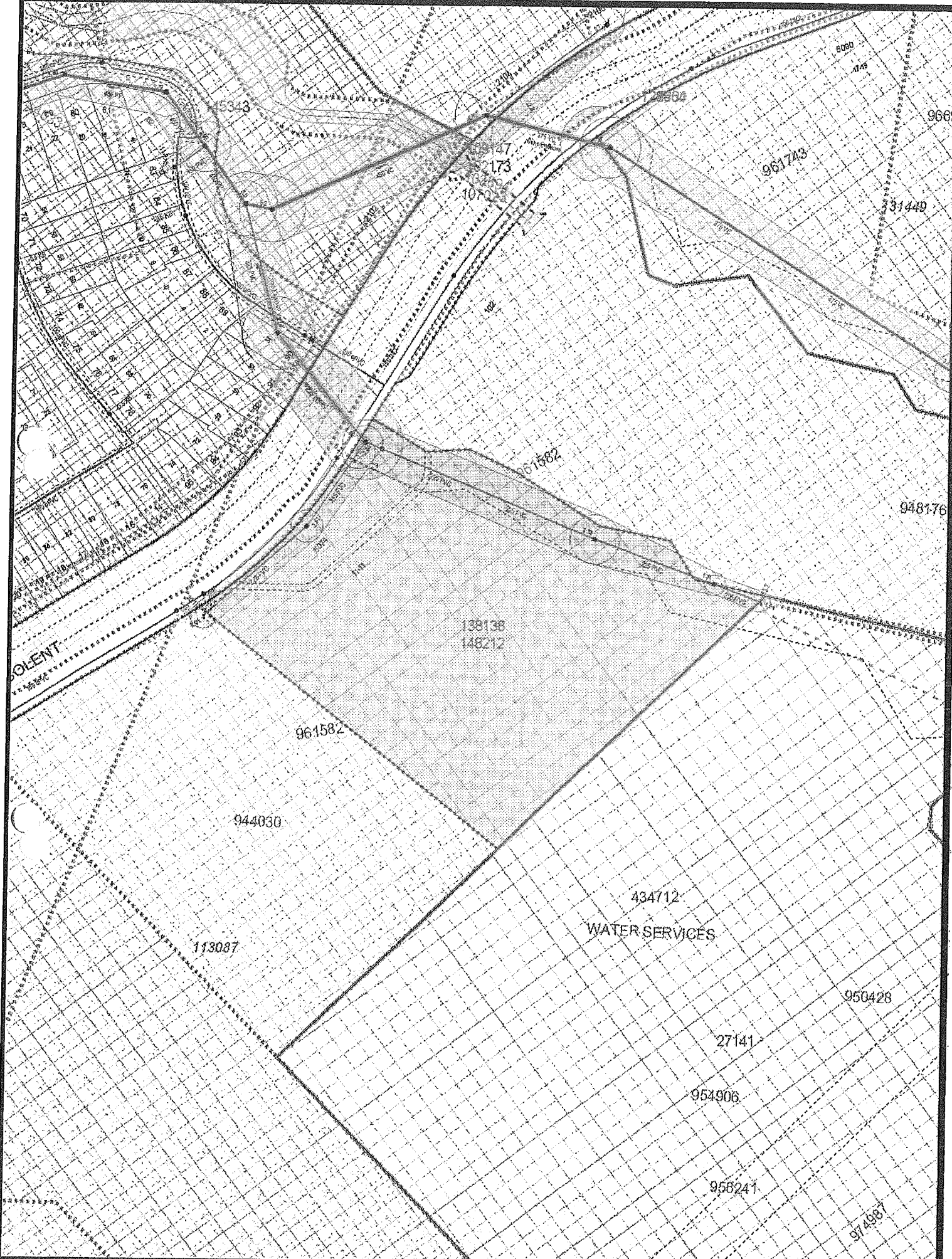
**Column 3**

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Zone R3 Medium Density Residential	Residential flat buildings Shop top housing Business premises	In conjunction with shop top housing
Zone R4 High Density Residential	Business premises	In conjunction with shop top housing
Zone B4 Mixed Use	Attached dwellings Multi dwelling housing	

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NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



## Contract Variation Page

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<b>Property</b>	<b>'Esplanade', 11-13 Solent Circuit, Baulkham Hills</b>
<b>Vendor</b>	<b>Hills Christian Life Centre Ltd</b>
<b>Purchaser</b>	<b>Rebecca Io U Chan</b>
<b>Unit</b>	<b>B6.06</b>

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Notwithstanding any condition of this contract to the contrary, the parties agree that the terms of this contract are varied in the following manner:

1. Clause 60.1 is amended by replacing "14" with "21".
2. Clause 60.6 is amended by replacing "3:00pm" with "3:30pm".
3. Clause 61.1(b) is amended by replacing "\$1,000" with "\$800".
4. Clause 61.2(a) is amended by replacing "\$1,600" with "\$1,400".

