



ATTACHMENT A

GENERAL TERMS OF APPROVAL

INTRODUCTION

These General Terms of Approval are specific to that part of the proposed development that relates to the construction and operation of the sewage treatment system (STS). These General Terms of Approval reflect the conditions that will be included in the environment protection licence for the STS. The proponent will need to make a separate application to the Department of Environment and Conservation (DEC) for the licence. Such application should be submitted to the DEC at least eight weeks prior to the commencement of construction activities. The licence will be issued in the name of the Environment Protection Authority (EPA). Construction activities for the STS must not commence until the licence has been issued.

The parts of the proposal related to the subdivision of land and the construction of the golf course, including the infrastructure, access, earthworks, landscaping and other works associated with these activities, and the storage and distribution of treated effluent beyond the boundary of the sewage treatment plant, for reuse in the golf course irrigation system and for domestic uses are not scheduled activities and accordingly are not subject to General Terms of Approval. However, construction works for, and operation of, those activities must be carried out in accordance with the provisions of the *Protection of the Environment Operations Act 1997*.

ADMINISTRATIVE CONDITIONS

A1 Information supplied to the DEC

A1.1 Except as expressly provided by these general terms of approval, works and activities must be carried out in accordance with the proposal contained in:

- the development application, DA N° ID993-05, submitted to Wollondilly Shire Council on 8 November 2005;
- any environmental impact assessment relating to the development, including the document titled *Statement of Environmental Effects to Accompany A Staged Development Application for the Wilton Parklands Residential Community Concept plan and Stage 1 Works* (BBC Consulting and CH2MHill, November 2005); and
- all additional documents supplied to the DEC in relation to the development, including, but not limited to:
 - *Wilton Parklands Development Applications Report on the Disposal of Treated Effluent from the Wilton Parklands Residential Development* (VKL Consulting Pty Ltd, November 2005, Version 2);
 - *Wilton Parklands Development Application for First 215 Residential Lots, STP & Part Golf Course Engineering Report* (VKL Consulting Pty Ltd, November 2005); and
 - *Wilton Parklands Community Plan of Subdivision Drawings*, numbered 23310 P12, 23310 P13 and 23310 P14 (Wallis & Moore Pty Ltd, November 2005).



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A2 Scheduled Activity

A2.1 The proposed development involves the following activity scheduled under the Protection of the Environment Operations Act 1997:

Scheduled Activity
Sewage Treatment System

Fee Based Activity	Scale
Sewage treatment - processing by small plants (<10 000 ML per year) (71[a])	>219 - 1000 ML discharged

A2.2 The conditions apply to the following premises:

Wilton Parklands Sewage Treatment System
Wilton

The premises also includes the reticulation system owned and operated by the licensee that is associated with the sewage treatment plant identified above.

A3. Fit and Proper Person

A3.1 The applicant must, in the opinion of the EPA, be a fit and proper person to hold a licence under the Protection of the Environment Operations Act 1997, having regard to the matters in s.83 of that Act.

DISCHARGES TO AIR AND WATER AND APPLICATIONS TO LAND

P1 Location of monitoring/discharge points and areas

P1.3 The following utilisation areas referred to in the table below are identified for the purposes of the monitoring and/or the setting of limits for any application of solids or liquids to the utilisation area.

Point Identification Number	Type of monitoring point	Type of discharge point	Description of location
X	Effluent quality, volume	Discharge to utilisation area	Discharge point at off take to golf course for land application, located as shown on the system map

LIMIT CONDITIONS

L1 Pollution of waters

L.1.1 Except as may be expressly provided by a licence under the Protection of the Environment Operations Act 1997 in relation to the development, section 120 of the Protection of the Environment Operations Act 1997 must be complied with in and in connection with the carrying out of the development.

L2. Load limits

L2.1 The applicant will be required to pay load based licensing fees once a licence under the Protection of the Environment Operations Act 1997 has been issued. The licence will identify the assessable pollutants for each fee-based activity classification. These assessable pollutants will be required to be monitored and pollutant loads calculated in accordance with the EPA's Load Calculation Protocol.



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After the first year of monitoring, load limits will be determined for each assessable pollutant and will be included as a condition on the licence. The assessable pollutants applicable to this activity are given in the table below:-

Assessable Pollutant
BOD
Oil and grease
Total nitrogen
Total phosphorous
Total suspended solids

Note: An assessable pollutant is a pollutant that affects the licence fee payable for the licence.

L3 Concentration limits

- L3.1 For each discharge point or utilisation area specified in the table/s below, the concentration of a pollutant discharged at that point, or applied to that area, must not exceed the concentrations limits specified for that pollutant in the table.
- L3.2 Where a pH quality limit is specified in the Table, the specified percentage of samples must be within the specified ranges.
- L3.3 To avoid any doubt, this condition does not authorise the discharge or emission of any other pollutants.

Point No X Water and Land

Pollutant	Units of measure	50% concentration limit	90% concentration limit	100% concentration limit
Ammonia	mg/L	0.5	1	
BOD	mg/L	7	10	
Oil and grease	mg/L	-	5	
Total nitrogen	mg/L	7	10	
Total phosphorous	mg/L	0.2	0.3	
Total suspended solids	mg/L	7	10	
pH	pH	-	-	6.5-8.5
Faecal coliforms	cfu/100mL	-	1	-

L4 Volume and mass limits

- L4.1 For each discharge point or utilisation area specified below (by a point number), the volume/mass of:
- o liquids discharged to water; or
 - o solids or liquids applied to the area, must not exceed the volume/mass limit specified for that discharge point or area.

Point Number	Units of measure	Volume/Mass limit
X	kL/day	7.000

L5 Waste

- L5.1 The licensee must not cause, permit or allow any waste generated outside the premises to be received at the premises for storage, treatment, processing, reprocessing or disposal or any waste



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generated at the premises to be disposed of at the premises, except as expressly permitted by a licence under the Protection of the Environment Operations Act 1997.

- L5.2 This condition only applies to the storage, treatment, processing, reprocessing or disposal of waste at the premises if it requires an environment protection licence under the Protection of the Environment Operations Act 1997.

L6 Noise limits

Hours of operation

- L6.4 All construction work at the premises must only be conducted between:
- 7:00 am to 6:00 pm Monday to Friday;
 - 8:00 am to 1:00 pm Saturday; and
 - at no time on Sunday or Public Holidays
- L6.6 This condition does not apply to the delivery of material outside the hours of operation permitted by condition L6.4, if that delivery is required by police or other authorities for safety reasons; and/or the operation or personnel or equipment are endangered. In such circumstances, prior notification is provided to the EPA and affected residents as soon as possible, or within a reasonable period in the case of emergency.
- L6.7 The hours of operation specified in conditions L6.4 may be varied with written consent if the EPA is satisfied that the amenity of the residents in the locality will not be adversely affected.

OPERATING CONDITIONS

O1 Dust

- O1.1 Activities occurring at the premises must be carried out in a manner that will minimise emissions of dust from the premises.
- O1.2 Trucks entering and leaving the premises that are carrying loads must be covered at all times, except during loading and unloading.

O2 Stormwater/sediment control - Construction Phase

- O2.1 An Erosion and Sediment Control Plan (ESCP) must be prepared and implemented. The plan must describe the measures that will be employed to minimise soil erosion and the discharge of sediment and other pollutants to lands and/or waters during construction activities. The ESCP should be prepared in accordance with the requirements for such plans outlined in *Managing Urban Stormwater: Soils and Construction* (available from the Department of Housing).

O3 Appropriate treatment processes

- O3.1 Sewage or effluent must not be discharged from Point X unless it has been treated in accordance with the requirements of the table below:

Required Treatment Process	Flow Range
Screening, degritting, activated sludge treatment, membrane filtration, disinfection.	All flows



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O4 Prohibition on acceptance of pesticides

- O4.1 The licensee must not consent to any discharge of organophosphate pesticides (including chlorpyrifos, diazinon, malathion) or organochlorine pesticides (including dieldrin, heptachlor and chlordane) into the sewage treatment system.

O5 Biosolids Management

- O5.1 Biosolids at the premises must be stored, treated, processed, classified, transported and disposed of in accordance with the Biosolids Guidelines or as otherwise approved in writing by the EPA.

Note: this condition does not apply to the reuse or disposal of biosolids by the licensee at locations other than the premises.

O7 Sewage Pumping Stations

- O7.1 Dry weather overflows resulting in pollution of waters from any sewage pumping station(s) installed within the sewage treatment system are not permitted.

MONITORING AND RECORDING CONDITIONS

M1 Monitoring records

- M1.1 The results of any monitoring required to be conducted by the DEC's general terms of approval, or a licence under the Protection of the Environment Operations Act 1997, in relation to the development or in order to comply with the load calculation protocol must be recorded and retained as set out in conditions M1.2 and M1.3.

- M1.2 All records required to be kept by the licence must be:

- in a legible form, or in a form that can readily be reduced to a legible form;
- kept for at least 4 years after the monitoring or event to which they relate took place; and
- produced in a legible form to any authorised officer of the EPA who asks to see them.

- M1.3 The following records must be kept in respect of any samples required to be collected:

- the date(s) on which the sample was taken;
- the time(s) at which the sample was collected;
- the point at which the sample was taken; and
- the name of the person who collected the sample.

M2 Requirement to monitor concentration of pollutants discharged

- M2.1 For each monitoring/ discharge point or utilisation area specified below (by a point number), the applicant must monitor (by sampling and obtaining results by analysis) the concentration of each pollutant specified in Column 1. The applicant must use the sampling method, units of measure, and sample at the frequency, specified opposite in the other columns:

Point Number X

Water and Land



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Pollutant	Units of measure	Frequency	Sampling Method
Ammonia	mg/L	Special Frequency 1	Representative sample
BOD	mg/L	Special Frequency 1	Representative sample
Oil and grease	mg/L	Special Frequency 1	Representative sample
Total nitrogen	mg/L	Special Frequency 1	Representative sample
Total phosphorous	mg/L	Special Frequency 1	Representative sample
Total suspended solids	mg/L	Special Frequency 1	Representative sample
pH	pH	Special Frequency 1	Representative sample
Faecal coliforms	cfu/100mL	Special Frequency 1	Representative sample

Special Frequency 1 is defined as not less than 26 times per year and not less than 12-day intervals.

M3 Requirement to monitor volume or mass

M3.1 For each discharge point or utilisation area specified below, the applicant must monitor:

- the volume of liquids discharged to water or applied to the area;
- the mass of solids applied to the area;
- the mass of pollutants emitted to the air,

over the interval, at the frequency and using the method and units of measure, specified below.

Point Number	Frequency	Units of Measure	Sampling Method
X	Continuous	kL/day	Flow meter

M4 Testing methods - concentration limits

M4.2 Monitoring for the concentration of a pollutant discharged to waters or applied to a utilisation area required by condition M3 must be done in accordance with:

- the Approved Methods Publication; or
- if there is no methodology required by the Approved Methods Publication or by the general terms of approval or in the licence under the Protection of the Environment Operations Act 1997 in relation to the development or the relevant load calculation protocol, a method approved by the EPA in writing before any tests are conducted,

unless otherwise expressly provided in the licence.

Note: Testing methods - load limit

Clause 17(1) and (2) of the Protection of the Environment Operations (General) Regulation 1998 requires that monitoring of actual loads of assessable pollutants must be carried out in accordance with the testing method set out in the relevant load calculation protocol for the fee-based activity classification.

REPORTING CONDITIONS

R1 Annual Return

R1.1 The applicant must provide an annual return to the EPA in relation to the development as required by any licence under the Protection of the Environment Operations Act 1997 in relation to the development. In the return the applicant must report on the annual monitoring undertaken (where the activity results in pollutant discharges), provide a summary of complaints relating to the development, report on compliance with licence conditions and provide a calculation of licence fees (administrative fees and, where relevant, load based fees) that are payable. If load based fees apply to the activity the applicant will be required to submit load-based fee calculation worksheets with the return.



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R4 Notification of bypass or overflow incidents

R4.1 Where either:

- (a) sewage or partially treated sewage is discharged from the premises as a result of a bypass of the sewage treatment plant, or
- (b) an observed or reported overflow has occurred from the reticulation system, and the overflow or bypass may pose a risk to public health, the applicant is to promptly give appropriate notification to any parties that are likely to be affected, including:
 - (i) the potentially affected community; and
 - (ii) the Department of Health.

Note 1: The applicant will be required to develop an incident notification protocol with particular emphasis on the NSW Department of Health, Wollondilly Council and the Department of Environment and Conservation. This condition will be replaced with a requirement that the applicant follow the Incident Notification Protocol when the protocol has been completed.

Note 2: These reporting requirements are in addition to the licensee's general obligation to report incidents, which cause or threaten material harm to the environment.

R5 Annual System Performance Report

R5.1 The applicant must supply to the EPA an Annual System Performance Report after the end of each reporting period.

R5.2 The Report is to supplement the Annual Return and must include but need not be limited to:

- (a) the 50 percentile, 90 percentile and 100 percentile values calculated from the monitoring data required by the licence for the reporting period for each pollutant which has corresponding concentration limits specified in this licence;
- (b) the total amounts of biosolids, as classified in the Biosolids Guideline, disposed of on-site, off-site and to landfill during the reporting period;
- (c) a diagram showing the major process elements, discharge points and monitoring points at the premises' sewage treatment plant(s), where there has been any significant change since the previous reporting period or this information has not been provided previously to the EPA;
- (d) the number of dry and wet weather bypasses recorded over the reporting period (recorded in accordance with licence requirements);
- (e) a breakdown of the total number of complaints received by the licensee during the reporting period in relation to the premises into categories of "odours - sewage treatment plant", "odours - reticulation system", "water pollution - sewage treatment plant", "water pollution - reticulation system" and any other category indicated by the complaints;
- (f) a summary of observed, reported or recorded wet weather overflows and observed, reported or recorded dry weather overflows and sewage treatment plant bypasses. These data are to be for the current reporting period and for the four previous twelve-month periods, for which data has been collected. Any significant actions taken to address bypasses or overflows are to be noted; and
- (g) the amount of rainfall measured at a rain gauge at the STP, or at the rain gauge closest to the centre of the catchment of the sewage treatment system, for each month of the reporting period.

R5.3 The Annual System Performance Report must be presented in a format approved in writing by the EPA.



MANDATORY CONDITIONS FOR ALL EPA LICENCES

ADMINISTRATIVE CONDITIONS

This licence applies to all other activities carried on at the premises, including:

- Chemical Storage Facilities
- Waste Facilities - waste storage, transfer, separating or processing

OPERATING CONDITIONS

Activities must be carried out in a competent manner

Licensed activities must be carried out in a competent manner. This includes:

- the processing, handling, movement and storage of materials and substances used to carry out the activity; and
- the treatment, storage, processing, reprocessing, transport and disposal of waste generated by the activity.

Maintenance of plant and equipment

All plant and equipment installed at the premises or used in connection with the licensed activity:

- must be maintained in a proper and efficient condition; and
- must be operated in a proper and efficient manner.

MONITORING AND RECORDING CONDITIONS

Recording of pollution complaints

The licensee must keep a legible record of all complaints made to the licensee or any employee or agent of the licensee in relation to pollution arising from any activity to which this licence applies.

The record must include details of the following:

- the date and time of the complaint;
- the method by which the complaint was made;
- any personal details of the complainant which were provided by the complainant or, if no such details were provided, a note to that effect;
- the nature of the complaint;
- the action taken by the licensee in relation to the complaint, including any follow-up contact with the complainant; and
- if no action was taken by the licensee, the reasons why no action was taken.

The record of a complaint must be kept for at least 4 years after the complaint was made.

The record must be produced to any authorised officer of the EPA who asks to see them.

Telephone complaints line



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The licensee must operate during its operating hours a telephone complaints line for the purpose of receiving any complaints from members of the public in relation to activities conducted at the premises or by the vehicle or mobile plant, unless otherwise specified in the licence.

The licensee must notify the public of the complaints line telephone number and the fact that it is a complaints line so that the impacted community knows how to make a complaint.

REPORTING CONDITIONS

Annual Return documents

What documents must an Annual Return contain?

The licensee must complete and supply to the EPA an Annual Return in the approved form comprising:

- a Statement of Compliance; and
- a Monitoring and Complaints Summary.

A copy of the form in which the Annual Return must be supplied to the EPA accompanies this licence. Before the end of each reporting period, the EPA will provide to the licensee a copy of the form that must be completed and returned to the EPA.

Period covered by Annual Return

An Annual Return must be prepared in respect of each reporting, except as provided below.

Note: The term "reporting period" is defined in the dictionary at the end of this licence. Do not complete the Annual Return until after the end of the reporting period.

Where this licence is transferred from the licensee to a new licensee,

- the transferring licensee must prepare an annual return for the period commencing on the first day of the reporting period and ending on the date the application for the transfer of the licence to the new licensee is granted; and
- the new licensee must prepare an annual return for the period commencing on the date the application for the transfer of the licence is granted and ending on the last day of the reporting period.

Note: An application to transfer a licence must be made in the approved form for this purpose.

Where this licence is surrendered by the licensee or revoked by the EPA or Minister, the licensee must prepare an annual return in respect of the period commencing on the first day of the reporting period and ending on

- in relation to the surrender of a licence - the date when notice in writing of approval of the surrender is given; or
- in relation to the revocation of the licence - the date from which notice revoking the licence operates.

Deadline for Annual Return

The Annual Return for the reporting period must be supplied to the EPA by registered post not later than 60 days after the end of each reporting period or in the case of a transferring licence not later than 60 days after the date the transfer was granted (the 'due date').

Notification where actual load can not be calculated



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Where the licensee is unable to complete a part of the Annual Return by the due date because the licensee was unable to calculate the actual load of a pollutant due to circumstances beyond the licensee's control, the licensee must notify the EPA in writing as soon as practicable, and in any event not later than the due date.

The notification must specify:

- the assessable pollutants for which the actual load could not be calculated; and
- the relevant circumstances that were beyond the control of the licensee.

Licensee must retain copy of Annual Return

The licensee must retain a copy of the annual return supplied to the EPA for a period of at least 4 years after the annual return was due to be supplied to the EPA.

Certifying of Statement of Compliance and Signing of Monitoring and Complaints Summary

Within the Annual Return, the Statement of Compliance must be certified and the Monitoring and Complaints Summary must be signed by:

- the licence holder; or
- by a person approved in writing by the EPA to sign on behalf of the licence holder.

Notification of environmental harm

The licensee or its employees must notify the EPA of incidents causing or threatening material harm to the environment as soon as practicable after the person becomes aware of the incident in accordance with the requirements of Part 5.7 of the Act.

Notifications must be made by telephoning the DEC's Environment Line service on 131 555.

The licensee must provide written details of the notification to the EPA within 7 days of the date on which the incident occurred.

Written report

Where an authorised officer of the EPA suspects on reasonable grounds that:

- where this licence applies to premises, an event has occurred at the premises; or
- where this licence applies to vehicles or mobile plant, an event has occurred in connection with the carrying out of the activities authorised by this licence,

and the event has caused, is causing or is likely to cause material harm to the environment (whether the harm occurs on or off premises to which the licence applies), the authorised officer may request a written report of the event.

The licensee must make all reasonable inquiries in relation to the event and supply the report to the EPA within such time as may be specified in the request.

The request may require a report that includes any or all of the following information:

- the cause, time and duration of the event;
- the type, volume and concentration of every pollutant discharged as a result of the event;
- the name, address and business hours telephone number of employees or agents of the licensee, or a specified class of them, who witnessed the event; and
- the name, address and business hours telephone number of every other person (of whom the licensee is aware) who witnessed the event, unless the licensee has been unable to obtain that information after making reasonable effort;
- action taken by the licensee in relation to the event, including any follow-up contact with any complainants;



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- details of any measure taken or proposed to be taken to prevent or mitigate against a recurrence of such an event;
- any other relevant matters.

The EPA may make a written request for further details in relation to any of the above matters if it is not satisfied with the report provided by the licensee. The licensee must provide such further details to the EPA within the time specified in the request.

GENERAL CONDITIONS

Copy of licence kept at the premises or on the vehicle or mobile plant

A copy of this licence must be kept at the premises or on the vehicle or mobile plant to which the licence applies.

The licence must be produced to any authorised officer of the EPA who asks to see it.

The licence must be available for inspection by any employee or agent of the licensee working at the premises or operating the vehicle or mobile plant.



ATTACHMENT B

GENERAL MATTERS FOR CONSIDERATION

These general matters for consideration are applicable to the parts of the proposal related to the subdivision of land and the construction of the golf course, including the infrastructure, access, earthworks, landscaping and other works associated with these activities, and the storage and distribution of treated effluent beyond the boundary of the sewage treatment plant, for reuse in the golf course irrigation system and for domestic uses that are not scheduled activities and accordingly are not subject to General Terms of Approval. Although not subject to the licensing provisions of the *Protection of the Environment Operations Act 1997*, the construction works for, and the operation of, those activities must be carried out in accordance with the Act.

Council may wish to consider these general matters in determining the development application and in setting conditions of approval for the proposal.

Stormwater Management

A Stormwater Management Scheme should be prepared and implemented for the development. Implementation of the Scheme should mitigate the impacts of stormwater run-off from and within the premises following the completion of construction activities. The Scheme should be consistent with the Stormwater Management Plan for the catchment. Where a Stormwater Management Plan has not yet been prepared the Scheme should be consistent with the guidance contained in *Managing Urban Stormwater: Council Handbook* (available from the DEC). Information relating to structural and non-structural options for managing site stormwater is provided in the "Managing Urban Stormwater: Source Control" and "Managing Urban Stormwater: Treatment Techniques" documents respectively.

Environmental Management

An Environmental Management Plan should be prepared and implemented for the development. The Plan should include appropriate environment protection measures to be undertaken during any construction and installation activities on the golf course, and include erosion and sedimentation controls and incident management procedures.

Irrigation of Treated Effluent

Irrigation of treated effluent should be undertaken with regard to the *Environmental Guidelines: Use of Effluent by Irrigation* (DEC, 2004), and the *NSW Guidelines for Urban and Residential Use of Reclaimed Water*. Spray from effluent application should not drift beyond the boundary of the effluent utilisation area to which it is applied. Effluent utilisation areas should effectively utilise the effluent applied to those areas. This includes the use for pasture or crop production, as well as ensuring the soil is able to absorb the nutrients, salts, hydraulic load and organic materials in the solids or liquids. Storage dams should be managed such that they will not overtop during periods of wet weather.

Monitoring of Irrigation Area and Environs

Regular monitoring of soils, groundwater and surface waters should be undertaken to determine the impact of effluent application. The application of effluent to the utilization area should not adversely affect the receiving environment.

Annexure G

Licence Agreement

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**LICENCE DEED
BINGARA GORGE PLANNING AGREEMENT**

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LICENCE DEED

PARTIES

THE OWNER & THE LICENSEE as set out in **Schedule 2**.

BACKGROUND

- A** The Owner is either the registered proprietor of, or is entitled to exclusive occupation of, the Land.
- B** The Licensee has requested that the Owner grant it a licence to conduct the Works on the Land.
- C** The Owner has agreed to grant the Licence to the Licensee on the terms set out in this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS

Unless the context otherwise requires the definitions and interpretational rules contained in **Schedule 1** apply in the interpretation of terms used in this Deed.

2 LICENCE

2.1 Grant of the Licence

The Owner grants the Licence to the Licensee.

2.2 Term

Unless terminated earlier the Licence is to continue until the earlier of:

- (1) the Works being completed; and
- (2) this Deed being terminated.

2.3 Relationship between the parties

- (1) The relationship between the Owner and Licensee constituted by this Deed is licensor-licensee only.
- (2) No term of this Contract is to be construed so as to give rise to any of the following relationships:
 - (a) principal and independent contractor; or
 - (b) joint venturers; or
 - (c) partners; or
 - (d) trustee and beneficiary; or
 - (e) employer and employee.
- (3) Each party must ensure that they do not conduct themselves so as to hold out, or otherwise represent, that a relationship set out in the preceding paragraph exists between them.

2.4 Personal rights

- (1) The Licence is personal to the Licensee.

- (2) Subject to paragraph (4), the Licensee may not encumber, assign or transfer (either directly or indirectly) the Licence without the prior written consent of the Owner.
- (3) The Owner may refuse the granting of consent under paragraph (2) without reason and at its absolute discretion.
- (4) The Licensee may encumber, assign or transfer the Licence to an approved encumbrancee, assignee or transferee of the Planning Agreement.

2.5 Leasehold interest

- (1) This Deed does not grant to the Licensee a leasehold interest in the Land. The parties agree that:
 - (a) subject to any contrary terms of this Deed, the Licence does not confer exclusive possession of the Land on the Licensee; and
 - (b) the Licensee may not exclude the Owner, its officers, employees and invitees from:
 - (i) entry onto the Land; and/or
 - (ii) the performance of any works on the Land;provided that such entry onto and/or performance of work on the Land does not unreasonably interfere with the conduct of the Works by the Licensee; and
- (2) the Licensee does not have any right to quiet enjoyment of the Land; and
- (3) the Licensee will not at any time seek to enforce an interest in the Land in competition with the interest held by the Owner.

2.6 Secure Site

Nothing in this Deed prohibits the Licensee from securing that part of the Land on which the Works are being carried out to ensure that the site complies with the safety requirements of any Authority.

3 WORKS

- (1) The Licence is granted for the sole purpose of allowing the Licensee to carry out the Works on the Land.
- (2) The Licensee may not carry out any other activities on the Land without the express written consent of the Owner (which must not be unreasonably withheld or delayed).
- (3) In carrying out the Works the Licensee must comply with the requirements of any relevant Authority.
- (4) The Works may only be carried out at the Agreed Times.

4 RESTORATION OBLIGATIONS

4.1 Restoration Works

Upon completion of the Works the Licensee must carry out any work necessary to restore the Land as nearly as practicable to its condition at the date of this Deed other than those required on account of an act undertaken by the Owner (**Restoration Works**).

4.2 Standard of the Restoration Works

- (1) The Licensee must complete the Restoration Works:
 - (a) in a proper and workmanlike manner; and
 - (b) within a reasonable time of the completion of the Works.
- (2) If the Licensee fails to comply with paragraph (1) the Owner may carry out, or repair any defective, Restoration Works in which case the cost of those works is a liquidated debt due and payable to the Owner by the Licensee.

5 LIMITATION OF THE OWNER'S LIABILITY

5.1 Insurances

- (1) The Licensee must effect and maintain the following policies of insurance during the term of the Licence:
 - (a) a Broadform Public Liability Insurance policy with a reputable insurance company in an amount of twenty million dollars (\$20,000,000) for any one occurrence in respect of any liability for:
 - (i) personal injury or death of any person; and
 - (ii) loss of or damage to property; and
 - (b) workers compensation insurance under the *Workers Compensation Act 1987 (NSW)* covering all persons employed or deemed to be employed by the Licensee in connection with the performance of the Works; and
 - (c) a comprehensive policy of motor vehicle insurance or an unlimited third party property insurance policy in respect of all motor vehicles used in the performance of the Works; and
 - (d) a contractor's risk policy of insurance in respect of all plant and equipment (including unregistered motor vehicles) used in the performance of the Works.
- (2) The policies referred to in paragraphs (1), (1)(c) and (1)(d) must note the interest of the Owner as principal and include a cross liability clause.

5.2 Occupational Health & Safety

When carrying out the Works the Licensee must comply with all applicable requirements under the *Occupational, Health & Safety Act 2000 (NSW)* as well as any regulations in force under that Act.

5.3 Risk

The Licensee uses and occupies the Land at its own risk.

5.4 Indemnity

The Licensee indemnifies the Owner against any Claim (of whatever nature) made in respect of the Licensee's use and occupation of the Land except to the extent caused or contributed to by the act, negligence or default of the Owner.

6 TERMINATION

The Owner may terminate this Deed if:

- (1) the Licensee is in breach of a material term of this Deed; and

- (2) the Owner serves a notice on the Licensee requiring that breach to be rectified within a reasonable time (which cannot be less than fourteen (14) days); and
- (3) the Licensee fails to comply with that notice.

7 ADMINISTRATIVE PROVISIONS

7.1 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

7.2 Cooperation

Each party must sign, execute and deliver all deeds, documents, instruments and act reasonably and effectively to carry out and give full effect to this Deed and the rights and obligations of the parties under it.

7.3 Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

7.4 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

7.5 Unenforceability

Any provision of this Deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this Deed or affecting the validity or enforceability of that provision in any other jurisdiction.

7.6 Power of Attorney

Each attorney who executes this Deed on behalf of a party declares that the attorney has no notice of:

- (1) the revocation or suspension of the power of attorney by the grantor; or
- (2) the death of the grantor;

7.7 Governing law

The law in force in the State of New South Wales governs this Deed. The parties:

- (1) submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this Deed; and
- (2) may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

EXECUTION

EXECUTED AS A DEED

Dated:

Signed, Sealed and Delivered by DLL Wilton Pty Limited by its attorney
to Power of Attorney registered under Book No and dated

pursuant

Witness (Signature)

Attorney (Signature)

Name of Witness (Print Name)

Name of Attorney (Print Name)

Signed, Sealed and Delivered by **Wollondilly Shire Council** by its General Manager and Mayor by the affixing of the Common Seal of Council in accordance with resolution dated

General Manager (Signature)

Mayor (Signature)

Name of General Manager (Print Name)

Name of Mayor (Print Name)

**SCHEDULE 1:
DEFINED TERMS AND INTERPRETATION**

Definitions

Agreed Times	means the "Agreed Times" set out in Schedule 2 .
Authorities or Authority	means (as appropriate) any: (1) federal, state or local government; or (2) department of any federal, state or local government; or (3) any court or administrative tribunal; or (4) statutory corporation or regulatory body.
Claim	against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
Deed	means this deed.
Land	means the "Land" as set out in Schedule 2 .
Licence	means the licence to conduct the Works granted in clause 2.
Licensee	means the "Licensee" as set out in Schedule 2 .
Owner	means the "Owner" as set out in Schedule 2 .
Planning Agreement	means the deed entitled "Bingara Gorge Planning Agreement" entered between Wollondilly Shire Council, DLL Wilton Pty Limited (ABN 31 110 022 976) and Lend Lease Corporation Limited (ABN 32 000 226 228).
Works	means the "Works" as set out in Schedule 2 .

Interpretational Rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Deed.
variations or replacements	a document (including this Deed) includes any variation or replacement of it.

reference to statutes	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
singular includes plural	the singular includes the plural and vice versa.
person	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
accounting terms	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
meaning not limited	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
next day	if an act under this Deed to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
next Business Day	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
time of day	time is a reference to Sydney time.
headings	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Deed.

agreement

a reference to any agreement, deed or instrument includes the same as varied, supplemented, novated or replaced from time to time.

gender

a reference to one gender extends and applies to the other and neuter gender.

Bingara Gorge Licence Agreement 13.01

**SCHEDULE 2:
DETAILS**

Licensee	Name	
	Address	
	ABN	
Owner	Name	
	Address	
	ABN	
Land		
Works		
Agreed Times		

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**Bingara Gorge
(Wilton Parklands) Development**

Allens Arthur Robinson 

Annexure H

Open Space, Sporting and Recreation Contributions

Key Plan:

Issue	Date	Amendment
A	02-07-07	Issue to Council

NOTES:

This plan indicates the notional location of roads and open space to be provided within the Bingara Gorge development.

The internal road layout and open space boundaries shown are indicative and are subject to developed design and Council Development Application approval at the subdivision stage.

Development Team:



Project:

Bingara Gorge

Drawing Title:

**Voluntary Planning Agreement
Annexure B Part 2
Open Space, Sporting & Recreational
Works by Developer**

Scale:	1:1,000 @ A3
Drawn:	TM
Checked:	RB
Job No:	P1
Drawing No:	O-UD-VPA-03



ISSUE **A**

LEGEND

- Wilton Recreation Reserve
- Western North Park
- Homestead Park
- Eastern North Park
- Eastern East Park
- Eastern South Park
- Western Golf Park
- South West Park
- Sales & Information Centre Park



**Bingara Gorge
(Wilton Parklands) Development**

Allens Arthur Robinson 

Annexure I

Wilton Village

Key Plan:

Issue	Date	Amendment
A	02-07-07	Issue to Council

NOTES:

This plan indicates the notional location of roads and open spaces to be provided within the Bingara Gorge development.

The internal road layout and open space boundaries shown are indicative and are subject to developer design and Council Development Application approval at the subdivision stage.

Development Team:



Project:

Bingara Gorge

Drawing Title:

**Voluntary Planning Agreement
Wilton Village &
Recreation Reserve**

Scale:	1:8,000 @ A3
Drawn:	TM
Checked:	RB
Job No:	P1
Drawing No:	O-UD-VPA-02



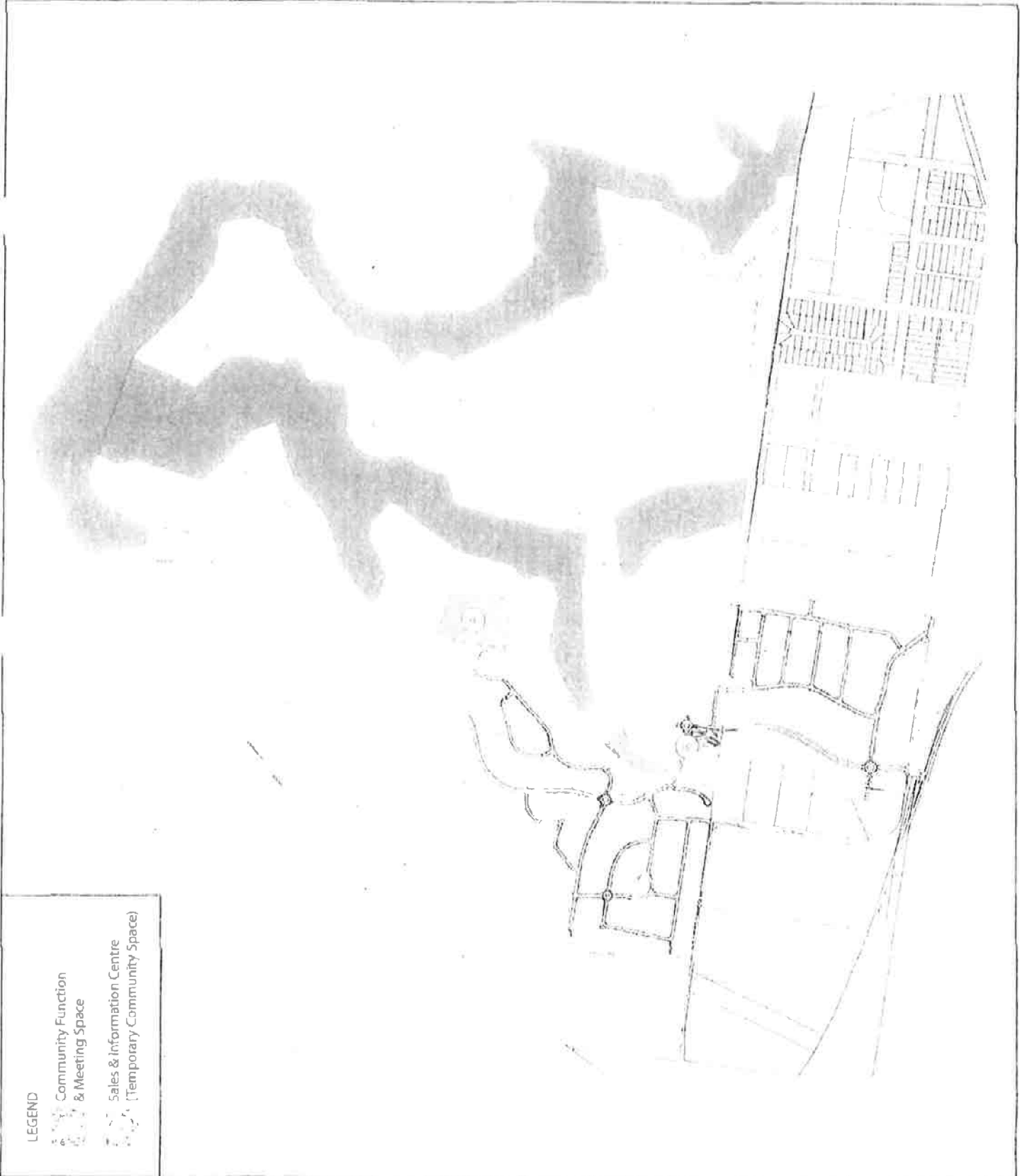
Issue: A



Annexure J

Library, Information and Community Contributions

Key Plan:



LEGEND

-  Community Function & Meeting Space
-  Sales & Information Centre (Temporary Community Space)

Issue	Date	Amendment
A	02-07-07	Issue to Council

Notes:

This plan indicates the notional location of Community Floor space, roads and open space within the Bingara Gorge development.

The extent of the area shown for Community Floor Space, internal road layout and open space boundaries are indicative and are subject to developed design and Council Development Application approval at the subdivision stage.

Development Team:



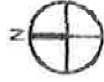
Project:

Bingara Gorge

Drawing Title:

**Voluntary Planning Agreement
Annexure C Part 2
Library, Information and Community
Works by Developer**

Scale:	1:11,000 @ A3
Drawn:	TM
Checked:	RB
Job No:	PT
Drawing No:	O-UD-VPAD5



Issue: A

Annexure K

Transport and Traffic Management Contributions

Issue	Date	Amendment
A	02-07-07	Issue to Council

NOTES:

This plan indicates the notional location of roads and open space to be provided within the Bingara Gorge development.

The internal road layout and open space boundaries shown are indicative and are subject to developed design and Council Development Application approval at the subdivision stage.

Development Team:

Bingara Gorge
WATER



Project:

Bingara Gorge

Drawing Title:

**Voluntary Planning Agreement
- Annexure D Part 2
Transport & Traffic Management
Works by Developer
Plan 1 of 2**

Scale:	1:8,000 @ A3
Drawn:	TM
Checked:	RB
Job No:	P1
Drawing No:	O-JUD-VPA-06



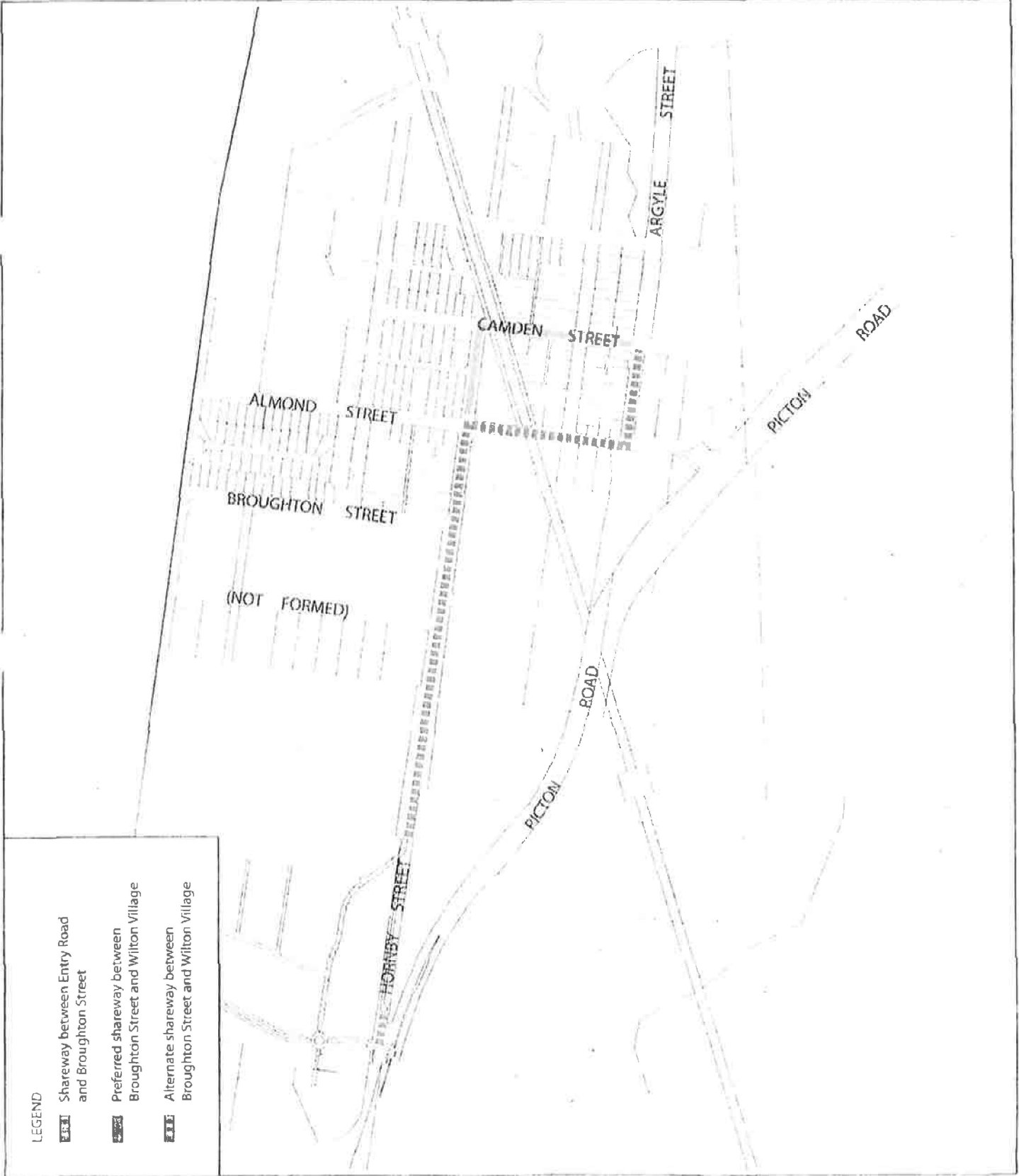
Issue: A

LEGEND:




- Homby Street
- New Oval Road (Wollondilly Street)
- Almond Street and Picton Road junction



Key Plan:



LEGEND

-  Shareway between Entry Road and Broughton Street
-  Preferred shareway between Broughton Street and Wilton Village
-  Alternate shareway between Broughton Street and Wilton Village

Issue	Date	Amendment
A	02-08-07	Issue to Council

NOTES:
 This plan indicates the proposed location of roads and open space to be provided within the Bingara Gorge development.
 The internal road layout and open space boundaries shown are indicative and are subject to developed design and Council Development Application approval at the subdivision stage.

Development Team:



Project:

Bingara Gorge

Drawing Title:

Voluntary Planning Agreement
 - Annexure D Part 2
 Transport & Traffic Management
 Works by Developer
 Plan 2 of 2

Scale:	1:8,000 @ A3
Drawn:	TM
Checked:	RB
Job No:	PT
Drawing No:	G-UD-VPA-07



Issue: A

THIS POWER OF ATTORNEY is made on 14 September 2007 by **LEND LEASE CORPORATION LIMITED** (ABN 32 000 226 228) of Level 4, 30 The Bond, 30 Hickson Road, Millers Point NSW 2000 Australia (the "Principal").

1. Appointment

The Principal appoints each of the persons named in schedule 1 (each an "Attorney") as the attorney of the Principal. This power of attorney expires on 31 December 2007.

2. Powers

Each Attorney is empowered to do the following:

- (a) execute under hand or under seal and deliver either conditionally or unconditionally each document described in schedule 2 (each an "Approved Document") in a form and substance as the Attorney thinks fit;
- (b) complete any blanks in an Approved Document;
- (c) amend an Approved Document as the Attorney thinks fit (including, but not limited to, amending the parties), and execute and deliver as in clause 2(a) any document which effects or evidences the amendment;
- (d) do anything which in the opinion of the Attorney is necessary or incidental to :
 - (1) any document referred to in clauses 2(a) and 2(c); or
 - (2) any transaction contemplated by any document referred to in clauses 2(a) and 2(c);
- (e) to do any other thing (whether or not of the same kind as the above) which in the opinion of the Attorney is necessary, expedient or desirable for giving effect to the provisions of this deed poll.

3. Use of Name

Each Attorney may exercise its powers under this deed poll in the name of the Principal or in the name of the Attorney and as the act of the Principal.

4. Benefit to Attorney

Each Attorney may exercise its powers under this deed poll even if the Attorney benefits from the exercise of that power.

5. Ratification

The Principal undertakes to ratify and confirm any act of each Attorney in exercise of its powers under this deed poll.

6. No warranty:

The exercise by any Attorney of any power under this deed poll does not connote:

- (a) a warranty, express or implied, on the part of the Attorney as to :
 - (1) the Attorney's authority to exercise the power; or
 - (2) the validity of this deed poll; or
- (b) an assumption of personal liability by the Attorney in exercising the power.

7. Indemnity

The Principal indemnifies each Attorney against all claims, demands, losses, damages, costs and expenses however suffered or incurred by the Attorney in respect of the exercise of any of its powers under this deed poll.

8. Registration and Stamping

The Principal must do all things necessary to ensure the registration and stamping of this deed poll in all jurisdictions in which it must be registered and stamped to ensure its enforceability and validity for the purposes of this deed poll.

Schedule 1 – Attorneys

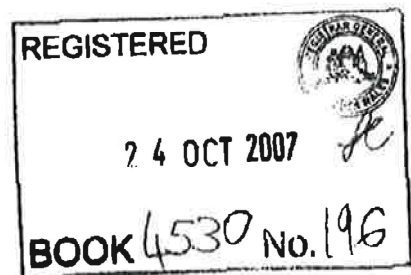
- 1. Any Director or Secretary of Lend Lease Corporation Limited
- 2. K L James
- 3. L Blundell.

Schedule 2 - Approved Documents

Document	Parties
Bingara Gorge (Wilton Parklands) Development Planning Agreement	Wollondilly Shire Council DLL Wilton Pty Limited Lend Lease Corporation Limited
Any document, whether or not of the same kind as that listed above, which in the opinion of an Attorney is necessary or expedient for giving effect to the provisions of the above documents.	
Any other document which is incidental to, related to, ancillary or supplemental to, or necessary or desirable to be entered into in connection with, the above documents.	

EXECUTED by the Principal as a deed poll:

Signed sealed and delivered by
LEND LEASE CORPORATION LIMITED by:



S. Sharpe
Secretary
Susan June Sharpe
Name

[Signature]
Director
Ross Harold Taylor
Name

Page 130 of 130

[Handwritten initials and signatures]
Call
[Signature]