

DRAFT

DEVELOPMENT CONTRACT

RIVERPARK ESTATE

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FORM 27

COMMUNITY LAND DEVELOPMENT ACT, 1989 CONTRACT

WARNING

1. This Contract contains details of a community scheme which is proposed to be developed on the land described in it. Interested persons are advised that the proposed scheme may be varied, but only in accordance with section 16 of the Community Land Management Act, 1989.
2. If the scheme forms part of a staged development, interested persons are advised of the possibility that the scheme may not be completed and may be terminated by order of the Supreme Court.
3. This Contract must not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in the scheme concerned. Attention is drawn in particular to the Management Statement registered at the office of the Registrar-General with this contract, which statement sets out the management rules governing the scheme and provides details of the rights and obligations of lot owners under the scheme.
4. Further particulars about the details of the scheme are available in the #Development Consent dated ***** granted by Port Macquarie Hastings Council/planning approval dated ***** granted by the Minister of New South Wales Department of Planning. (# delete as appropriate)
5. The terms of this contract are binding on the original proprietor and any purchaser, lessee or occupier of a lot in the scheme. In addition, the original proprietor covenants with association concerned and with the subsequent proprietors jointly and with each of them severally to develop the land the subject of the scheme in accordance with the development consent as modified or amended with the consent authority's approval from time to time.

PART 1

DEFINITIONS, INTERPRETATIONS AND GENERAL

1.1 In this Development Contract:

- (1) "Access Way Plan" means the plan marked "Access Way Plan" contained in PART 4 of the Contract.
- (2) Amenities mean the amenities listed in PART 2, clause 2.3 of the Contract.
- (3) "Amenity Block" means the amenity block to be constructed on that part of the Community Property designated as the "Amenity Block" on the Concept Plan.
- (4) "Building Code of Australia" means the Building Code of Australia published by the Australian Building Codes Board from time to time.

- (5) "Community Development Lot" means a lot in the Community Plan, which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a subsidiary scheme or a lot that has been severed from the Community Scheme.
- (6) "Community Parcel" means the land the subject of the Community Scheme.
- (7) "Community Plan" means the community plan registered with the Management Statement.
- (8) "Community Property" means Lot 1 in the Community Plan.
- (9) "Community Titles Legislation" means the Development Act, the Management Act and cognate legislation.
- (10) "Concept Plan" means the plan marked "Concept Plan" contained in PART 4 of the Contract.
- (11) "Construction Table" means the table marked "Construction Table" contained in PART 3 of the Contract.
- (12) "Contract" has the same meaning as in Section 3 of the Development Act and includes this document registered with the Community Plan, from time to time added to, modified or amended in accordance with the Community Titles Legislation.
- (13) "Council" means Port Macquarie Hastings Council, its successors and administrators.
- (14) "Development" has the same meaning as in Section 3 of the Development Act and is the development authorised by the Development Consent and includes the Amenities.
- (15) "Development Act" means the Community Land Development Act 1989 (New South Wales) and the regulations made under it.
- (16) "Development Consent" means that part of the #consent issued under Part 4 of the Environmental Planning and Assessment Act 1979 to carry out the Development on the Community Parcel granted by Council under the Environmental Planning Assessment Act 1979 on ***** reference *****/ planning approval issued under Part 3 of the Environmental Planning and Assessment Act 1979 to carry out the Development on the Community Parcel granted by the Minister of New South Wales Department of Planning under the Environmental Planning Assessment Act 1979 on ***** reference *****. (# delete as appropriate)
- (17) "Effluent Mains" means the effluent mains and sub mains and pumps shown on the Prescribed Diagram which distribute effluent for dispersal on the Off-site Dispersal Area but does not include any pipes, cables or other equipment contained within an Off-Site Lot which is connected to the Effluent Mains.
- (18) "Fire Trails" means the fire trails disclosed on the Access Plan.
- (19) "HC Aus-Spec1" means Port Macquarie Hastings Council Aus-Spec 1 adopted by Council from time to time.
- (20) "Hopkins Consultants" means Hopkins Consultants Pty Limited ACN 055 060 878 of 109 William Street Port Macquarie.

- (21) "Landscape Plan" means the plan marked "Landscape Plan" contained in PART 4 of the Contract.
- (22) "Management Act" means the Community Land Management Act 1989 (New South Wales) and the regulations made under it.
- (23) "Management Statement" means the management statement registered with the Community Plan, from time to time added to, modified or amended in accordance with the Community Titles Legislation.
- (24) "Off-site Dispersal Area" means that part of the Community Property designated as the off-site dispersal area on the Concept Plan for the dispersal of treated sewerage from the Off-Site Lots and includes all pumps, pipes and other equipment on the Off-Site Dispersal Area.
- (25) "Off-Site Lots" means Lots 45, 46, 47, 48 and 49 in the Community Plan.
- (26) "Phase" means a phase of construction of the Development itemised in the Construction Table and identified in the Phase Plan.
- (27) "Phase Plan" means the Plan marked "Phase Plan" contained in PART 4 of the Contract setting out the Phases.
- (28) "Pictorial Representation Plan" means the plan marked Pictorial Representation Plan contained in PART 2, clause 2.6 of the Contract.
- (29) "Prescribed Diagram" means the diagram relating to the Service Lines marked "Prescribed Diagram" contained in PART 4 of the Contract and prescribed by Section 36 of the Development Act.
- (30) "Private Access Way" means that part of the Community Property designated as a private access way on the Access Way Plan and being a private access way under Section 44 of the Development Act.
- (31) "Private Pathway" means that part of the Community Property designated as private pathways on the Access Way Plan and being a private access way under S44 of the Development Act.
- (32) "Right of Carriageways" means the right of carriageways identified on the Access Way Plan as "Right of Carriageway":
- (a) burdening Lots 18 and 19 and benefiting Lots 19 and 18 respectively and Lot X in DP X;
 - (b) burdening Lots 7 and 8 and benefiting Lots 8 and 7 respectively; and
 - (c) burdening Lots 54 and 55 and benefiting Lots 55 and 54 respectively.
- (33) "Service" includes:
- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
 - (b) the provision of sewerage and drainage; and

(c) transmission by telephone, radio or television or any other electronic service.

(34) "Service Line" means a drain, pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided the location of which is disclosed in the Prescribed Diagram.

(35) "Subsequent Proprietor" means a person (other than the Original Proprietor) who is for the time being the proprietor of a Community Development Lot within the Community Parcel.

(36) "Tennis Court" means the tennis court to be constructed on that part of the Community Property designated as the "Tennis Court Area" on the Concept Plan.

1.2 In this Contract unless the contrary intention appears:

(1) A reference to an instrument includes any variation or replacement of it;

(2) A reference to 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;

(3) The singular includes the plural and vice versa;

(4) The word "person" includes a firm, a body corporate, an association or an authority;

(5) The word "includes" or "including" also means "including but not restricted to";

(6) A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(7) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and

(8) Headings are inserted for convenience and do not affect the interpretation of this Contract.

1.3 If the whole or any part of a clause of this Contract is void, unenforceable or illegal, it is severed. The remainder of the clause of this Contract have full force and effect. This clause has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

1.4 Any word or expression used in the Contract where the first letter is capitalised is a defined term. If such word or expression is not specifically defined in the Contract, it shall have the same meaning as it has in the Community Titles Legislation unless the context otherwise requires.

1.5 The warning that is contained in paragraphs 1 to 5 in the Contract is a prescribed warning and cannot be named.

PART 2

2. DESCRIPTION OF DEVELOPMENT LAND

2.1 DESCRIPTION OF LAND

- (1) The Development will occur on the following land being all those pieces or parcel of land in the Parish and County of Macquarie being: Lots 1 to 13 inclusive; Lots 15 to 66 inclusive; Lot 68; Lot 70 to 72 inclusive; Lot 74 to 80 inclusive; Lot 83; Lot 84; Lot 86; Lot 87 and Lot 88 in DP791199; and Lots 90 to 95 inclusive in DP805549.

2.2 DEVELOPMENT

- (1) The Original Proprietor will construct the Development in accordance with the Development Consent and the Phases in a good and workmanlike manner and in accordance with the designs referenced in the Contract and standards prescribed by HC Aus-Spec1 and Building Code of Australia as applicable.

2.3 AMENITIES

- (1) The Original Proprietor will construct the Amenities as part of the Development:
 - (a) Amenity Block of no more than 30 square metres consisting of 2 rooms, (one male and one female) being change room and toilet facilities in accordance with the design prepared by ##### reference *****;
 - (b) Fire Trails providing all weather vehicle access with a grass surface of at least 3 metres wide in accordance with the design prepared by Hopkins Consultants reference *****;
 - (c) Notice Board of a size of not less than 900 millimetres by 600 millimetres and attached on an outside wall of the Amenity Block;
 - (d) Effluent Mains of sufficient capacity to transport effluent from each Off-Site Lot to the Off-site Dispersal Area in accordance with the design prepared by Hopkins Consultants reference *****;
 - (e) Off-site Dispersal Area for the dispersal of treated sewerage including all pumps, pipes and other equipment necessary to effectively disperse treated sewerage upon the Off-Site Dispersal Area together with a perimeter fence consisting of a 50 millimetres mesh chain link of a height of 1.2 metres with posts every 3 metres with a 3.5 metre padlocked access gate to prevent access to the Off-site Dispersal Area by unauthorised persons in accordance with the design prepared by Hopkins Consultants reference *****;
 - (f) Private Access Way providing all weather vehicle access with an asphalt surface of variable width in accordance with the design prepared by Hopkins Consultants reference *****;
 - (g) Private Pathways providing pedestrian or golf buggy or a similar vehicle access with a grass surface of at least 1 metre wide in accordance with the design prepared by Hopkins Consultants reference *****;

- (h) Right of Carriageway having a gravel surface suitable for vehicle traffic in accordance with the design prepared by Hopkins Consultants reference *****.
- (i) Service Lines to carry the Services as disclosed in Prescribed Diagram in accordance with the design of the relevant authority;
- (j) Tennis Court with a hard surface and fenced in accordance with the design prepared by ##### reference *****.
- (k) Storm water drainage in accordance with the design prepared by Hopkins Consultants reference *****.
- (l) Landscaping in accordance with the Landscaping Plan.
- (m) Street lighting in accordance with the design prepared by Hopkins Consultants reference *****; and
- (n) Entrance way at the intersection of the Private Access Way with Sancrox Road in accordance with the design prepared by Hopkins Consultants reference *****.

2.4 Theme and Architectural Design

- (1) The Development in so far as relevant will be in accordance with an Australian Bushland theme consonant with the natural beauty of the surrounding area.
- (2) The architectural design is to be in the Australian vernacular, natural materials and earth tones being utilised.
- (3) Without restricting the foregoing the Amenities will be constructed using building materials and finishes in accordance with the design for each of the Amenities.

2.5 Landscaping

- (1) Landscaping will maintain the current Australian rural theme with the following objectives:
 - (a) preservation of existing natural landscape;
 - (b) preservation of native Australian flora and trees;
 - (c) compliance with provisions of the Soil Conservation Act 1938; and
 - (d) will be in accordance with the Landscape Plan.

2.6 Pictorial Representation

(To be attached)

3. ORIGINAL PROPRIETOR'S RIGHTS AND UNDERTAKING

(Arrangements for ingress, egress, movement and parking of vehicles to, from and on the parcel during development and permitted use of Community Property.)

3.1 The Original Proprietor and every person authorised by them will have free and unfettered access to the Community Property and each Community Development Lot for the purposes of doing all things necessary to undertake and complete the Development in accordance with the Development Consent and for such purposes may:

- (1) by any reasonable means enter the Community Property and each Community Development Lot and remain upon them between the hours of 7 am to 5 pm Monday to Friday and 7 am to 1 pm Saturday of each week excluding public holidays;
- (2) take anything, including materials, consumables, vehicles, plant and equipment, onto, store or use upon the Community Property and each Community Development Lot;
- (3) open and close the soil to construct the Development upon or beneath the surface of the soil provided the Original Proprietor will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Community Property and each Community Development Lot and will restore that surface as nearly as practicable to its original condition subject to the requirements of the construction of the Development;
- (4) enter upon a Community Property and each Community Development Lot and remove anything redundant to the Development including disused Service Lines;
- (5) erect any construction barricades or other barriers on a Community Development Lot or the Community Property to prevent access to construction sites; and
- (6) park vehicles, plant and equipment on the Community Property in any place that the Original Proprietor may decide but not so as to prevent ingress or egress to any Community Development Lot.

3.2 In exercising these powers the Original Proprietor must:

- (1) ensure all work relating to the Development is carried out as quickly as is practicable and complete each Phase in a timely manner;
- (2) cause as little inconvenience as is practicable to any person using the Community Property or the owner or occupier of a Community Development Lot;
- (3) cause as little damage as is practicable to the Community Property or a Community Development Lot and any improvements on them subject to the requirements of the construction of the Development;
- (4) restore the Community Property or a Community Development Lot as nearly as practicable to its former condition, subject to the requirements of the construction of the Development;
- (5) observe all of the requirements of occupational health and safety standards and where necessary prevent access to a construction site on the Community Property or a Community Development Lot to any person not authorised by the Original Proprietor; and

- (6) ensure the Development is constructed in a good and workmanlike manner and in accordance with the designs referenced in the Contract and standards prescribed by HC Aus-Spec1 and Building Code of Australia as applicable.

PART 3

4. CONSTRUCTION TABLE

4.1 The Original Proprietor will undertake the Development set out in the Construction Timetable:

Phase 1 (Orange in the Phase Plan)

Community Property and Community Development Lots in Phase 1	<ol style="list-style-type: none"> 1. That part of Lot 1 marked on the Phase Plan. 2. Community Development Lots: 10 to 17 inclusive; 26; 32 to 39 inclusive; 43 to 48 inclusive; 53 to 59 inclusive; 61; 62; 69 to 76 inclusive; 88 to 94 inclusive; 98 to 101 inclusive; 135.
Commencement	The Original Proprietor will commence Phase 1 of the Development within six weeks from the date of the Development Consent and will complete Phase 1 within 28 weeks after the date of Development Consent.
Development	<ol style="list-style-type: none"> 1. Construction of entrance way to Riverpark Estate at the intersection of the Private Access Way and Sancrox Road in accordance with the design of Hopkins Consultants reference *****. 2. Re-construction of 200 metres of the western carriageway between Lots 12 to 16 inclusive in accordance with the design of Hopkins Consultants reference *****. 3. These works include: <ol style="list-style-type: none"> (a) Sub soil drainage; (b) Erosion and sediment control; (c) Removal of existing seal and gravel on north bound lane; (d) Trim and compact sub-grade; (e) Construct gravel pavement <ol style="list-style-type: none"> (i) Sub-base course to a nominal 250 millimetres compacted thickness; (ii) Base course nominal 100 millimetre compacted thickness; (iii) Asphaltic cement 25 millimetres; (f) Construct flush kerb; (g) Erect guide posts

	<ol style="list-style-type: none"> 4. Excavate, supply, bed, lay, joint and back fill 100 millimetre diameter drain coil in accordance with the design of Hopkins Consultants reference *****; 5. Excavate, supply, bed, lay, joint and back fill Effluent Mains to transport sewerage from the Off-Site Lots to the Off-Site Dispersal Area in accordance with the design of Hopkins Consultants reference *****; and 6. Construction of Right of Carriageway on Lots 54 and 55 in accordance with the design of Hopkins Consultants reference *****.
<p>Community Development Lots available for sale by Clos Verdun Redevelopments Limited upon completion of Phase 1</p>	<p>Community Development Lots 26; 37 to 39 inclusive and 76</p>

Phase 2 (Mustard in the Phase Plan)

Community Property and Community Development Lots in Phase 2	<ol style="list-style-type: none"> 1. That part of Lot 1 marked on the Phase Plan. 2. Community Development Lots: 2; 5 to 9 inclusive; 24; 25; 27 to 31 inclusive; 40 to 42 inclusive; 60; 95 to 97 inclusive and 136 to 142 inclusive.
Commencement	<p>Phase 2 will commence within four weeks from the date of exchange of Contracts for the Sale of Land of the last available Community Development Lot identified for sale in Phase 1 of the Construction Table or within twelve months from the date of practical completion of the Development in Phase 1 whichever is the earlier to occur and will be completed no more than twenty four weeks after the Development in Phase 2 commenced.</p>
Development	<ol style="list-style-type: none"> 1. Provision of electricity main infrastructure including two electricity sub stations, and underground electricity supply to the Community Development Lots in Phase 2 in accordance with the design of Country Energy ***** 2. Provision of telephone services to the Community Development Lots in Phase 2 in accordance with design approved by Telstra and the provision of water services to the Community Development Lots in Phase 2 in accordance with the design of Hopkins Consultants reference *****. 3. Construction of Fire Trails upon Lots 137 to 142 inclusive in accordance with the design of Hopkins Consultants reference *****. 4. Provision and construction of water main, service conduits and electrical services in accordance with the design of Hopkins Consultants reference ***** (except where specified to the contrary). 5. These works include: <ol style="list-style-type: none"> (a) Water mains as indentified on the Prescribed Diagram; <ol style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill 100 millimetres diameter water main (ii) Supply and install six hydrants to 100 millimetres diameter water main (iii) Supply and install 2 stop valves to water main (b) Service Conduits as indentified on the Prescribed Diagram; <ol style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill 100 millimetres PVC service conduits (ii) Excavate, backfill and trim shared trench with Country Energy (iii) Excavate, supply, bed, lay, joint and back fill Telstra conduits

	<p>(c) Electrical Services as identified on the Prescribed Diagram;</p> <p>(i) Excavate, supply, bed, lay, joint and back fill electrical cabling and power supply pillars; and</p> <p>(ii) Supply and install two substations with connections to existing overhead electricity supply in accordance with Country Energy Design.</p> <p>6. Construction of Right of Carriageway on Lots 7 and 8 in accordance with the design of Hopkins Consultants reference *****.</p>
<p>Community Development Lots available for sale by Clos Verdun Redevelopments Limited upon completion of Phase 2</p>	<p>Lots 27; 40; 41; and 137.</p>

Phase 3 (Light Blue in the Phase Plan)

Community Property and Community Development Lots in Phase 3	<ol style="list-style-type: none"> 1. That part of Lot 1 marked in the Phase Plan; 2. Community Development Lots: 3; 4; 18 to 23 inclusive; 49 to 52 inclusive; 83 to 87 inclusive; 102 to 111 inclusive, 132 to 134 inclusive and 143.
Commencement	<p>Phase 3 will commence within four weeks from the date of exchange of Contracts for the Sale of Land of the last available Community Development Lot identified for sale in Phase 2 of the Construction Table or within twelve months from the date of practical completion of the Development in Phase 2 whichever is the earlier to occur and will be completed no more than twenty four weeks after the Development in Phase 3 commenced.</p>
Development	<ol style="list-style-type: none"> 1. Construction of roadworks upon Lot 1 in accordance with the design of Hopkins Consultants reference ***** being: <ol style="list-style-type: none"> (a) the cul-de-sac servicing Community Development Lots 3 and 4; (b) the cul-de-sac servicing Community Development Lots 18 to 23 inclusive; (c) the cul-de-sac servicing Community Development Lots 49 to 52 inclusive; and (d) the Private Access Way between Lot 82 and the western end of Lot 135. 2. Construction of right of carriageway on Lots 18 and 19 in accordance with the design of Hopkins Consultants reference *****; 3. Provision of underground electricity, water and telephone services to each Community Development Lot in Phase 3 in accordance with the design of Hopkins Consultants reference ***** and as indentified on the Prescribed Diagram; and 4. Construction of Fire Trails upon Lots 83 to 87 inclusive; 108 to 111 inclusive; 132; and 133 in accordance with the design of Hopkins Consultants reference *****. 5. These works include; <ol style="list-style-type: none"> (a) Earthworks; <ol style="list-style-type: none"> (i) Cut and fill including top soil, strip, stock pile, respread grass and stabilise; (ii) Erosion and silt control; and (iii) Catch drains and silt dams. (b) Roadworks; <ol style="list-style-type: none"> (i) Construct gravel pavement <ol style="list-style-type: none"> (1) sub-base nominal 350 millimetre compacted thickness,

	<ul style="list-style-type: none"> (2) base course nominal 100 millimetres compacted thickness, (3) asphaltic cement 25 millimetres, (ii) construct flush kerb, (iii) erect street name signs, (iv) erect guide posts; (c) Stormwater drainage as indentified on the Prescribed Diagram; <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill RC pipes 600 millimetres class X RRJ; (ii) Supply and install precast headwalls to suit, 400 millimetres diameter R.C.B. and 600 millimetres diameter R.C.B.; and (iii) Construct scour protection drains. (d) Sub Soil Drainage; <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill 100 millimetres draincoil in accordance with Hopkins Consultants plans. (e) Water Mains as indentified on the Prescribed Diagram; <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill pipes including bends and anchor blocks using <ul style="list-style-type: none"> (1) 100 millimetres UPVC pipe; and (2) 100 millimetres DICL pipe. (ii) Supply and install hydrants to 100 millimetres main. (iii) Supply and install stop valves to 100 millimetres main. (iv) Supply and install tees 100 millimetres (v) Supply and install connections to existing main; (vi) Supply and install house services main cock and tapping 20 millimetres to 100 millimetres diameter main; (vii) Excavate, supply, bed, lay, joint and back fill copper pipe 20 millimetres diameter; (viii) Disinfection of water main. (f) Service Conduits as indentified on the Prescribed Diagram; <ul style="list-style-type: none"> (i) Excavate, supply, lay, front and back and fill service conduits 100 millimetres PVC for power supply to all lots.
<p>Community Development Lots available for sale by Clos Verdun</p>	<p>Lots 22; 87; 102; 107 to 109 inclusive and 111.</p>

Redevelopments Limited upon completion of Phase 3	
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Phase 4 (Dark Blue in the Phase Plan)

Community Property and Community Development Lots in Phase 4	<ol style="list-style-type: none"> 1. That part of Lot 1 marked in the Phase Plan; 2. Community Development Lots 63 to 68 inclusive and 77 to 82 inclusive.
Commencement	<p>Phase 4 will commence within four weeks from the date of exchange of Contracts for the Sale of Land of the last available Community Development Lot identified for sale in Phase 3 of the Construction Table or within twelve months from the date of practical completion of the Development in Phase 3 whichever is the earlier to occur and will be completed no more than twenty four weeks after the Development in Phase 4 commenced.</p>
Development	<ol style="list-style-type: none"> 1. Construction of Private Access Way on Lot 1 between Lot 62 and Lot 82 in accordance with the design of Hopkins Consultants reference *****; 2. The provision of underground electricity, water and telephone services to each Community Development Lot in Phase 4 and one electricity sub-station 3 in accordance with the design of Hopkins Consultants reference ***** and as indentified on the Prescribed Diagram; 3. Construction of Fire Trails for Lots 63; 65 inclusive; and 79 to 82 inclusive in accordance with the design of Hopkins Consultants reference *****. 4. These works include; <ol style="list-style-type: none"> (a) Earthworks: <ol style="list-style-type: none"> (i) Cut and fill including top soil, strip, stock pile, respread grass and stabilise; (ii) Erosion and silt control construction, catch drains and silt dams. (b) Roadworks <ol style="list-style-type: none"> (i) Construct gravel pavement <ol style="list-style-type: none"> (1) Sub-base nominal 350 millimetre compacted thickness, (2) Base course nominal 100 millimetres compacted thickness, (3) Asphaltic cement 25 millimetres, (ii) Construct flush kerb, (iii) Erect street name signs, (iv) Erect guide posts; (c) Stormwater drainage as indentified on the Prescribed Diagram; <ol style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill RC pipes 600 millimetres class X RRJ; (ii) Supply and install precast headwalls to suit,

	<ul style="list-style-type: none"> (1) 400 millimetres diameter R.C.B. and (2) 600 millimetres diameter R.C.B.. (iii) Construct scour protection drains. (d) Sub Soil Drainage <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill 100 millimetres draincoil as per Hopkins Consultants specifications; (e) Water Mains as indentified on the Prescribed Diagram; <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill pipes including bends and anchor blocks using 100 millimetres UPVC pipe and 100 millimetres DICL pipe. (ii) Supply and install hydrants to 100 millimetres main. (iii) Supply and install stop valves to 100 millimetres main. (iv) Supply and install tees 100 millimetres (v) Supply and install connections to existing main; (vi) Supply and install house services main cock and tapping 20 millimetres to 100 millimetres diameter main; (vii) Supply and lay copper pipe 20 millimetres diameter; (viii) Disinfection of water main. (f) Service Conduits as indentified on the Prescribed Diagram; <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill service conduits 100 millimetres PVC for power supply to all Community Development Lots in Phase 4. (ii) Supply and install one sub-station.
<p>Community Development Lots available for sale by Clos Verdun Redevelopments Limited upon completion of Phase 4</p>	<p>Lots 78 to 80 inclusive.</p>

Phase 5 (Magenta in the Phase Plan)

Community Property and Community Development Lots in Phase 5	<ol style="list-style-type: none"> 1. That part of Lot 1 marked on the Phase Plan 2. Community Development Lots 112 to 131 inclusive.
Commencement	<p>Phase 5 will commence within four weeks from the date of exchange of Contracts for the Sale of Land of the last available Community Development Lot identified for sale in Phase 4 of the Construction Table or within twelve months from the date of practical completion of Development in Phase 4 whichever is the earlier to occur and will be completed no more than twenty four weeks after the Development in Phase 5 commenced.</p>
Development	<ol style="list-style-type: none"> 1. Construction in accordance with the design of Hopkins Consultants reference ***** being; <ol style="list-style-type: none"> (a) the Private Access Way, causeway with culverts upon Lot 1; and (b) Fire Trail upon Lots 112 to 117 inclusive; 125 to 127 inclusive; and 129 to 131 inclusive. 2. Provision of electricity sub-station, underground electricity, water and telephone services to each of the Community Development Lots as indentified on the Prescribed Diagram. 3. These works include: <ol style="list-style-type: none"> (a) Earthworks: <ol style="list-style-type: none"> (i) Strip top soil to stock pile, and earthworks cut to fill; (ii) Construct erosion and silt control, catch drains and silt dams. (b) Roadworks <ol style="list-style-type: none"> (i) Construct gravel pavement <ol style="list-style-type: none"> (1) Sub-base nominal 350 millimetre compacted thickness (2) Base course nominal 100 millimetres compacted thickness (3) Asphaltic cement 25 millimetres, (ii) Construct flush kerb, (iii) Erect street name signs, (iv) Erect guide posts; (c) Stormwater drainage <ol style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill RC pipes: <ol style="list-style-type: none"> (1) 375 diameter class XRRJ (2) 600 millimetres class X RRJ;

	<ul style="list-style-type: none"> (ii) Supply and install precast headwalls to suit <ul style="list-style-type: none"> (1) 400 millimetres diameter R.C.B. and (2) 600 millimetres diameter R.C.B. (iii) Construct scour protection drains. (d) Culvert Crossing <ul style="list-style-type: none"> (i) Construct four barrel 900 diameter Class X RRJ, (ii) Construct concrete head walls and apron, (iii) Back fill and compact selected fill material, (iv) Construct guardrail; and (v) Construct scour protection to outlets. (e) Sub Soil Drainage <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill 100 millimetres draincoil in accordance with Hopkins Consultants design reference *****; (f) Water Mains <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill pipes including bends and anchor blocks using <ul style="list-style-type: none"> (1) 100 millimetres UPVC pipe and (2) 100 millimetres DICL pipe. (ii) Supply and install hydrants to 100 millimetres main. (iii) Supply and install stop valves to 100 millimetres main. (iv) Supply and install tees 100 millimetres x (v) Supply and install connections to existing main; (vi) Supply and install house services main cock and tapping 20 millimetres to 100 millimetres diameter main; (vii) Supply and lay copper pipe 20 millimetres diameter; (viii) Disinfection of water main. (g) Service Conduits <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill service conduits 100 millimetres PVC for power supply to all lots. (ii) Supply and install one sub-station. (iii) Supply and install power supply to Community Development Lots in Phase 5.
<p>Community Development Lots available for sale by Clos Verdun</p>	<p>Lots 112; 114 to 129 inclusive.</p>

Redevelopments Limited upon completion of Phase 5	
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Phase 6 (Green in the Phase Plan)

Community Property and Community Development Lots in Phase 6	<ol style="list-style-type: none"> 1. That part Lot 1 marked on the Phase Plan. 2. Community Development Lots: 2; 5 to 17 inclusive; 24 to 48 inclusive; 53 to 62 inclusive; 69 to 76 inclusive; 88 to 101 inclusive and 135 to 142 inclusive.
Commencement	<p>Phase 6 will commence within four weeks from the date of exchange of Contracts for the Sale of Land of the last available Community Development Lot identified for sale in Phase 5 of the Construction Table or within twelve months from the date of practical completion of the Development in Phase 5 whichever is the earlier to occur and will be completed no more than twenty four weeks after construction of the Development in Phase 6 commenced.</p>
Development	<ol style="list-style-type: none"> 1. Construction of upgrade of Private Access Ways not referred to in any previous Phase in accordance with the design of Hopkins Consultants reference *****; 2. Relocation of water and telephone services to make them accessible to Community Development Lots from Lot 1 not previously re-located in accordance with the design of Hopkins Consultants reference ***** and as identified in the Prescribed Diagram; 3. Converting remaining overhead electricity supplies to underground electricity supply and in accordance with the design of Hopkins Consultants reference ***** and as identified in the Prescribed Diagram; 4. Construction of any remaining Amenities in accordance with the design of Hopkins Consultants reference ***** and as identified on the Concept Plan; 5. These works include: <ol style="list-style-type: none"> (a) Roadworks <ol style="list-style-type: none"> (i) Upgrade existing roadworks pavement to 530 millimetres using existing pavement of average 150 millimetres as selected sub-grade/lower sub-base with balance required of 380 millimetres; (ii) Construct gravel pavement <ol style="list-style-type: none"> (1) Sub-base nominal 250 millimetres compact thickness (2) base course nominal 100 millimetres compacted thickness; (3) Asphaltic cement 30 millimetres; (iii) Construct flush kerb. (b) Storm Water Drainage <ol style="list-style-type: none"> (i) Replace any damaged existing pipes; (c) Sub Soil Drainage

	<ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill 100 millimetres draincoil as per Hopkins Consultants specifications; (d) Water Mains <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill pipes including bends and anchor blocks using <ul style="list-style-type: none"> (1) 100 millimetres UPVC pipe; and (2) 100 millimetres DICL pipe. (ii) Supply and install hydrants to 100 millimetres main. (iii) Supply and install stop valves to 100 millimetres main. (iv) Supply and install tees 100 millimetres (v) Supply and install connections to existing main; (vi) Supply and install house services main cock and tapping 20 millimetres to 100 millimetres diameter main; (vii) Supply and lay copper pipe 20 millimetres diameter; (viii) Disinfection of water main. (e) Service Conduits <ul style="list-style-type: none"> (i) Excavate, supply, bed, lay, joint and back fill service conduits 100 millimetres PVC for power supply to each Community Development Lot in Phase 6. (ii) Supply and install street lighting at all intersections of Private Access Ways. (iii) Construction of all grassed Private Pathways; (iv) Construction of Tennis Court; (v) Construction of Amenity Block;
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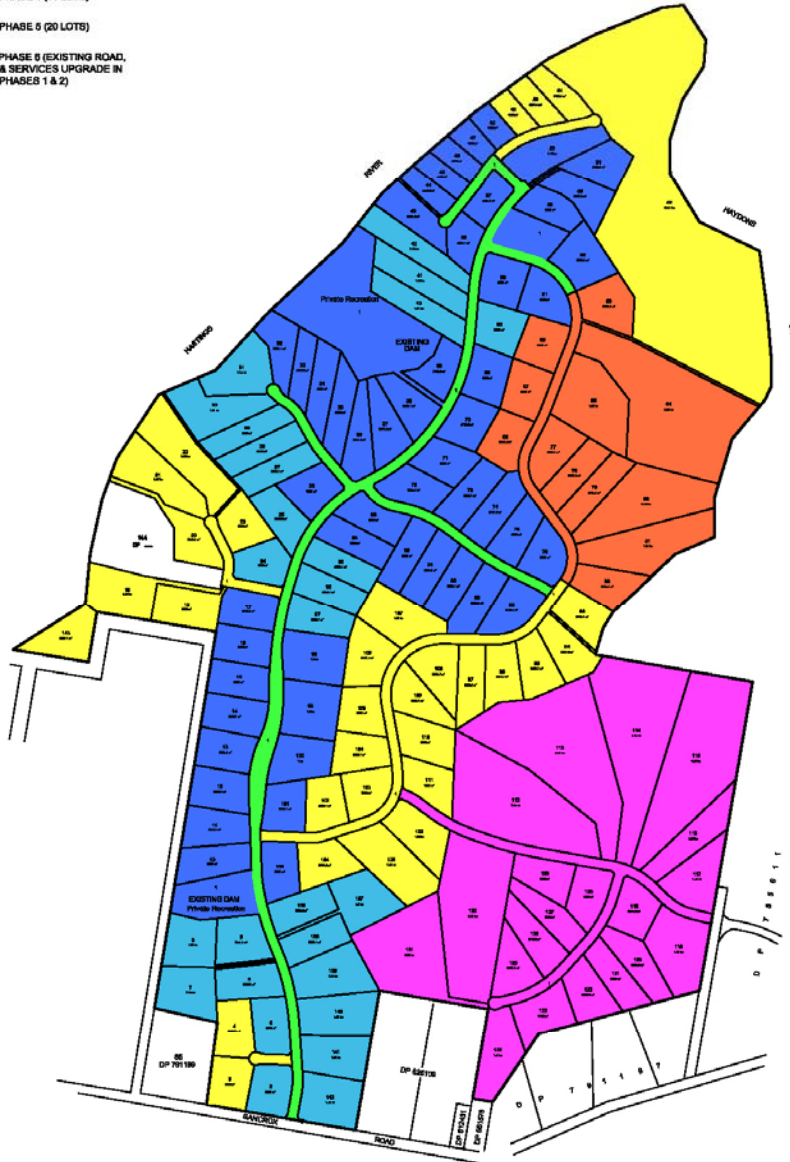
PART 4

Plans

Phase Plan

LEGEND

- PHASE 1 (53 LOTS)
- PHASE 2 (27 LOTS)
- PHASE 3 (31 LOTS)
- PHASE 4 (11 LOTS)
- PHASE 5 (20 LOTS)
- PHASE 6 (EXISTING ROAD, & SERVICES UPGRADE IN PHASES 1 & 2)



1 : 4000 SCALE REFER SCHEMATIC SECTION

NOTE:
ALL DIMENSIONS, AREAS, LOT LAYOUTS & SERVICES DESIGN ARE SUBJECT TO FINAL SURVEY, DETAILED DESIGN WORKS, ENVIRONMENTAL STUDIES & APPROVAL BY PORT MACQUARIE HASTINGS COUNCIL.

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NO.	DATE	REVISIONS	BY

LE CLOS VERDUN
SANCROX

HOPKINS CONSULTANTS
 10/100 William Street - PO Box 1000 Port Macquarie NSW 2444 - ABN 57 58 888 888
 Telephone 02 6562 0700 Facsimile 02 6562 0600 Email info@hopkins.com.au
 DEVELOPMENT MANAGERS SURVEYORS ENGINEERS PLANNERS

PLAN OF PROPOSED SUBDIVISION
WITH STAGING/PHASING PLAN
LE CLOS VERDUN
SANCROX

PROJECT NO.	6096
DATE	9/10
SCALE	1:4000
PROJECT NAME	LE CLOS VERDUN SANCROX
PROJECT NO.	6096
DATE	9/10

Concept Plan



Access Way Plan



Prescribed Diagram



UNDERTAKING BY THE ORIGINAL PROPRIETOR

The Original Proprietors undertake:

- Not to cause unreasonable inconvenience to Proprietors of Lots in the Community Scheme.
- To repair without delay any damage caused to Community Scheme property or Common Property by Development activities.

Dated:

SIGNATURES, CONSENTS AND APPROVALS

Dated:

EXECUTED BY RIVERPARK)
 SANCROX PTY LIMITED ACN as agent)
 for the Original Proprietor pursuant to)
 Section 127 of the Corporations Act)

 Position:
 Name:

 Position:
 Name:

CERTIFICATE OF APPROVAL

Section 26(5) Development Act

It is certified that:

1. Consent has been granted to the Development proposed by the instruments, plans and drawings that comprise this Contract; and
2. The instruments, plans and drawings are not inconsistent with this Contract.

Dated:

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 On behalf of Port Macquarie-Hastings Council