

Lodger Details

Lodger Code 501285K  
 Name CORRS CHAMBERS WESTGARTH  
 Address L 17, 8-12 CHIFLEY SQ  
 SYDNEY 2000  
 Lodger Box 898S  
 Email PEXA.LRC@CORRS.COM.AU  
 Reference 9180142 - LAKES

Land Registry Document Identification

AT339100

STAMP DUTY:

Request (11R)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
1/626787	N	
83/650114	N	
27/755266	N	
437/755266	N	
438/755266	N	

Applicant

ROSE LIVING PTY LTD ACN 628415823  
 Registered company

Document Type

Request (11R)

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

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.  
 The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.  
 The Certifier has retained the evidence supporting this Registry Instrument or Document.  
 The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of ROSE LIVING PTY LTD  
 Signer Name LOUISE CAMENZULI  
 Signer Organisation PARTNERS OF CORRS CHAMBERS WESTGARTH  
 Signer Role PRACTITIONER CERTIFIER  
 Execution Date 10/08/2023



NSW Land Registry Services  
Level 30, 175 Liverpool Street Sydney NSW 2000  
GPO Box 15, Sydney NSW 2001  
P (02) 8776 3575  
E [eConveyancingNSW@nswlrs.com.au](mailto:eConveyancingNSW@nswlrs.com.au)  
[www.nswlrs.com.au](http://www.nswlrs.com.au)

## Lodgment Rules Exception Form

**This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.**

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: \* 46

*\*Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

**The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:**  
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

DocuSign Envelope ID: 23FEA19F-7EDF-4A42-A62D-1722305B2A79

Form: 11R  
Edition: 2005  
Licence: 04-08-444  
Licensee: Corrs Chambers Westgarth

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

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

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

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

(A) <b>STAMP DUTY</b>	If applicable. Revenue NSW use only.							
(B) <b>TORRENS TITLE</b>	See Annexure A							
(C) <b>REGISTERED DEALING</b>								
(D) <b>LODGED BY</b>	<table border="1"><thead><tr><th>Document Collection</th><th>Name, Address or DX, Telephone, and Customer Account Number if any</th><th>CODE</th></tr></thead><tbody><tr><td>Box 898S</td><td>Customer Account Number: 123648F Corrs Chambers Westgarth Level 37 50 Bridge St Sydney NSW 2000  Tel: (02) 9210 6835 Email: arielle.mayer@corrs.com.au Reference (optional): 9180142 Lakes Ridge Local VPA</td><td>R</td></tr></tbody></table>	Document Collection	Name, Address or DX, Telephone, and Customer Account Number if any	CODE	Box 898S	Customer Account Number: 123648F Corrs Chambers Westgarth Level 37 50 Bridge St Sydney NSW 2000  Tel: (02) 9210 6835 Email: arielle.mayer@corrs.com.au Reference (optional): 9180142 Lakes Ridge Local VPA	R	
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Box 898S	Customer Account Number: 123648F Corrs Chambers Westgarth Level 37 50 Bridge St Sydney NSW 2000  Tel: (02) 9210 6835 Email: arielle.mayer@corrs.com.au Reference (optional): 9180142 Lakes Ridge Local VPA	R						
(E) <b>APPLICANT</b>	Central Coast Council (ABN 73 149 644 003)							
(F) <b>NATURE OF REQUEST</b>	Registration of Planning Agreement at Annexure B on the titles to the Land at Annexure A pursuant to s 7.6 of the <i>Environmental Planning and Assessment Act 1979</i> .							
(G) <b>TEXT OF REQUEST</b>	The Registrar General is requested to register the Planning Agreement at Annexure B on the title to the Land at Annexure A pursuant to section 7.6 <i>Environmental Planning and Assessment Act 1979</i> .							

**DATE:**

21 June 2023

dd mm yyyy

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS  
3467-9004-6751v3

2005

DocuSign Envelope ID: 23FEA19F-7EDF-4A42-A62D-1722305B2A79

(H) I certify that I am an eligible witness and that the person(s) signing opposite, signed this dealing in my presence or over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 [see \* note below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

04/09/2023  
EDWARD  
WIGGINS  
AUTHORISED  
TO MAKE  
THIS CHANGE

Electronic signature of me, the witness named below, affixed by me or at my direction on:

21 JUNE 2023

Signature of witness:

DocuSigned by:

Lidia Catalano

2521CF0826EE429

Name of witness:

Lidia Catalano

Address of witness:

2 Hely Street,  
Wyong NSW 2259

Electronic signature of me, the authorised person named below, affixed by me or at my direction on:

21 JUNE 2023

Signature of authorised officer:

DocuSigned by:

David Farmer

Authorised officer's name:

Authority of officer: delegated authority under sections 377 of the Local Government Act 1993 (NSW), in accordance with the resolution of the Central Coast Council dated 22 November 2022.

Signing on behalf of: Central Coast Council

04/09/2023  
EDWARD  
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THIS  
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2005

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(H) Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the company named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.  
Company: Alda Properties (Lake Munmorah) Pty Ltd (ACN 657 729 630)  
Authority: Section 127(1) of the Corporations Act 2001

04/09/2023  
EDWARD  
WIGGINS  
AUTHORISED  
TO MAKE  
THIS  
CHANGE

Electronic signature of me, the authorised person named below,  
affixed by me or at my direction on:

Signature of authorised person:

Name of authorised person:  
Office held:

DocuSigned by:  
Darren Boyd Van Aardt 24 MAY 2023  
5AE0F1734469428  
Darren Boyd Van Aardt  
Director

Electronic signature of me, the authorised person named below,  
affixed by me or at my direction on:

Signature of authorised person:

Name of authorised person:  
Office held:

DocuSigned by:  
Albert Jia Wong  
87B8F9F366A04F8  
Albert Jia Wong  
Director

EDWARD  
WIGGINS  
04/09/2023  
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THIS  
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2005

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(H) I certify that I am an eligible witness and that the person(s) signing opposite, signed this dealing in my presence or over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 [see \* note below].

Certified correct for the purposes of the Real Property Act 1900 by the Registered Proprietor.

Electronic signature of me, the witness named below, affixed by me or at my direction on:

Electronic signature of me, Robin Ernest Becker, affixed by me or at my direction on:

Signature of witness:  DocuSigned by: Dylan Langanke  
BAF6F784091F430

Signature of Registered Proprietor:  DocuSigned by: Robin Ernest Becker  
8C12D49D0D864D4

Name of witness: Dylan Langanke  
Address of witness: 325 Pacific Hwy  
Lake Munmorah


Name of Registered Proprietor: Robin Ernest Becker

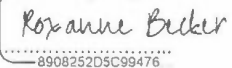
(H) I certify that I am an eligible witness and that the person(s) signing opposite, signed this dealing in my presence or over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 [see \* note below].

Certified correct for the purposes of the Real Property Act 1900 by the Registered Proprietor.

Electronic signature of me, the witness named below, affixed by me or at my direction on:

Electronic signature of me, Roxanne Annette Becker, affixed by me or at my direction on:

Signature of witness:  DocuSigned by: Dylan Langanke  
BAF6F784091F430

Signature of Registered Proprietor:  DocuSigned by: Roxanne Annette Becker  
8908252D5C99476

Name of witness: Dylan Langanke  
Address of witness: 325 Pacific Hwy  
Lake Munmorah

Name of Registered Proprietor: Roxanne Annette Becker

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

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- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
Company: Urban Land Redevelopment Pty Ltd (ACN 645 826 160)  
Authority: Section 127(1) of the Corporations Act 2001

04/09/2023

EDWARD  
WIGGINS  
AUTHORISED  
TO MAKE  
THIS  
CHANGE

Electronic signature of me, the authorised person named below, affixed by me or at my direction on:

5 JUNE 2023  
Signature of authorised person:

DocuSigned by:  
David Wegener  
055DA8C299DC44E  
David Wegener  
Director

Name of authorised person:  
Office held:

Electronic signature of me, the authorised person named below, affixed by me or at my direction on:

2 JUNE 2023  
Signature of authorised person:

DocuSigned by:  
Alice Joy  
7452DA488AF6450  
Alice Joy  
Director

Name of authorised person:  
Office held:

04/09/2023  
EDWARD  
WIGGINS  
AUTHORISED  
TO MAKE  
THIS  
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04/09/2023  
(H)  
EDWARD  
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TO MAKE  
THIS CHANGE

Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the company named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.

Company: Rose Living Pty Ltd (ACN 628 415 823)

Authority: Section 127(1) of the Corporations Act 2001

Electronic signature of me, the authorised person named below,  
affixed by me or at my direction on:

16 JUNE 2023  
Signature of authorised person:

DocuSigned by:  
Stuart Rose  
JUDAS426C9SD47F

Stuart Rose

Name of authorised person:

Office held:

Director

Electronic signature of me, the authorised person named below,  
affixed by me or at my direction on:

14 JUNE 2023  
Signature of authorised person:

DocuSigned by:  
Bryan Rose  
8176198CB5934C0

Bryan Rose

Name of authorised person:

Office held:

Director

04/09/2023  
EDWARD  
WIGGINS  
AUTHORISED  
TO MAKE  
THIS CHANGE

(I) The applicant / applicant's solicitor / applicant's agent 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.

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**THIS IS ANNEXURE A TO THE REQUEST FOR REGISTRATION OF A PLANNING AGREEMENT**

Parties:

Applicant: Central Coast Council (ABN 73 149 644 003)

Registered Proprietors:

Alda Properties (Lake Munmorah) Pty Ltd (ACN 657 729 630)

Robin Ernest Becker

Roxanne Annette Becker

Rose Living Pty Ltd (ACN 628 415 823)

Urban Land Redevelopment Pty Limited (ACN 645 826 160)

Dated:

21 June 2023

(B) Torrens Title

1/626787

437/755266

438/755266

27/755266

83/650114

DS  
RB

DS  
RB

DS  
RW

DS  
DBVA

DS  
BR

DS  
SR

DS  
AJ

DS  
DW

DS  
DJ

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**THIS IS ANNEXURE B TO THE REQUEST FOR REGISTRATION OF A PLANNING AGREEMENT**

Parties:

Applicant: Central Coast Council (ABN 73 149 644 003)

Registered Proprietors:

Alda Properties (Lake Munmorah) Pty Ltd (ACN 657 729 630)

Robin Ernest Becker

Roxanne Annette Becker

Rose Living Pty Ltd (ACN 628 415 823)

Urban Land Redevelopment Pty Limited (ACN 645 826 160)

Dated:

21 June 2023

DS  
DW

DS  
DW

DS  
SR

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RB

DS  
RB

DS  
RW

DS  
AJ

DS  
BR

DS  
DBVA

*\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

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2005

3467-9004-6751v3

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Planning Agreement  
*Under section 7.4 of the Environmental Planning and Assessment Act, 1979*  
Central Coast Council &  
Rose Living Pty Limited &  
Alda Properties (Lake Munmorah) Pty Limited &  
Urban Land Redevelopment Pty Limited &  
Robin Ernest Becker and Roxanne Annette Becker

Central Coast Council

DS

DS

DS

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DocuSign Envelope ID: 23FEA19F-7EDF-4A42-A62D-1722305B2A79



Planning Agreement

Author: Central Coast Council

Central Coast Council & Developer

Date: 21 June 2023

Approved by: David Farmer

Date of Approval: 20 June 2023

© Central Coast Council

**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 02 43505555

**E** ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644003

DocuSign Envelope ID: 23FEA19F-7EDF-4A42-A62D-1722305B2A79

Planning Agreement Central Coast Council & Developer

Planning Agreement

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## Planning Agreement

### SUMMARY SHEET

#### Council:

**Name:** Central Coast Council  
**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 I P 02 4350 5555  
**Email:** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au)  
**Representative:** Chief Executive Officer

#### Developer and Landowner:

**Name:** Rose Living Pty Limited (Developer and Landowner)  
**Address:** 51 Riley Street, Woolloomooloo NSW 2011  
**Telephone:** 0405 353 040  
**Email:** [srose@rosegroup.com.au](mailto:srose@rosegroup.com.au)  
**Representative:** Stuart Rose

**Name:** Alda Properties (Lake Munmorah) Pty Limited (Developer and Landowner)  
**Address:** 101/20 Clarke Street, Crows Nest NSW 2065  
**Telephone:** 0432 062 012  
**Email:** [darren@aldaproperties.com.au](mailto:darren@aldaproperties.com.au)  
**Representative:** Darren Van Aardt

**Name:** Urban Land Redevelopment Pty Limited (Developer and Landowner)  
**Address:** 98 Glebe Road, The Junction NSW 2291  
**Telephone:** 0435 550 469  
**Email:** [alice@urbanvillager.com.au](mailto:alice@urbanvillager.com.au)  
**Representative:** Alice Joy

**Name:** Robin Ernest Becker and Roxanne Annette Becker (Developer and Landowner)  
**Address:** 325 Pacific Highway, Lake Munmorah NSW 2259  
**Telephone:** 0429 844 553  
**Email:** [lindsay@kaynes.com.au](mailto:lindsay@kaynes.com.au)  
**Representative:** Lindsay Kaynes

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**Land:**

See definition of *Land* in clause 4.1

**Development:**

See definition of *Development* in clause 4.1

**Application of section 7.11 and section 7.12 of the Act:**

See clause 3

**Registration:**

See clause 14

**Dispute Resolution:**

See clause 11

**DATE:** 21 June 2023

DocuSign Envelope ID: 23FEA19F-7EDF-4A42-A62D-1722305B2A79

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## **PARTIES**

**Central Coast Council** (ABN 73 149 644 003) of 2 Hely St, Wyong in the State of New South Wales  
**(Council)**  
and

**Rose Living Pty Limited** (ACN 628 415 823) of 51 Riley Street, Woolloomooloo NSW 2011, in the State  
of New South Wales **(Developer and Landowner)**  
and

**Alda Properties (Lake Munmorah) Pty Limited** (ACN 657 729 630) of 101/20 Clarke Street, Crows  
Nest NSW 2065, in the State of New South Wales **(Developer and Landowner)**  
and

**Urban Land Redevelopment Pty Limited** (ACN 645 826 160) of 98 Glebe Road, The Junction NSW  
2291, in the State of New South Wales **(Developer and Landowner)**  
and

**Robin Ernest Becker and Roxanne Annette Becker** of 325 Pacific Highway, Lake Munmorah NSW  
2259, in the State of New South Wales **(Developer and Landowner)**

## **BACKGROUND**

- A. The Landowners are the registered proprietors of the Land. Urban Land Redevelopment Pty Limited has an option to purchase part of Lot 83 DP650114.
- B. The Developer has sought the Instrument Change.
- C. The Developer intends to lodge a Development Application for the Development of the Land and proposes to carry out the Development on the Land.
- D. The Developer has offered to enter into this Agreement to provide the Development Contributions to Council if the Instrument Change is made.
- E. The Developer and the Council agree that this Agreement provides for a material public benefit, (being the provision of the Development Contributions), in-lieu of applicable development contributions under sections 7.11 and 7.12 of the Act.

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## **OPERATIVE PROVISIONS**

### **1 PLANNING AGREEMENT UNDER THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 (NSW) (Act)**

- 1.1 The parties agree that this Agreement is a Planning Agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

### **2 APPLICATION OF THIS AGREEMENT**

- 2.1 This Agreement applies to the Land, the Development and the Instrument Change.

### **3 OPERATION OF THIS AGREEMENT**

- 3.1 This Agreement takes effect once executed by the parties.
- 3.2 By complying with the obligations of this Agreement, the Developer will provide a benefit in the form of local infrastructure contributions.
- 3.3 This Agreement does exclude the operation of section 7.11 and section 7.12 of the Act to the Development. For the avoidance of doubt, the Monetary Contributions are equivalent to the Northern Districts Contribution Plan. This Agreement does not exclude the operation of section 7.24 of the Act to the Development.
- 3.4 This Agreement will remain in force until it is terminated in accordance with clause 10.

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## 4 DEFINITIONS AND INTERPRETATION

### 4.1 Definitions

In this Agreement the following definitions apply:

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

**Agreed Final Lot Contribution** means whichever is the greater of:

- (a) \$17,205.22 which is made up of the following components:

Category	Amount per residential lot
Northern Districts Traffic and Transport	\$8,732.25
Northern Districts Open Space and Recreation	\$5,259.59
Northern Districts Community Facilities	\$1,296.78
Northern Districts Plan Administration	\$381.41
Shire Wide Administration	\$117.48
Shire Wide Cycleway Network	\$542.21
Shire Wide Regional Open Space	\$263.68
Shire Wide Performing Arts Centre and Public Art	\$611.81
Total	\$17,205.22

, or

- (b) the residential lot contribution in the Northern Districts Contribution Plan adopted by Council prior to the issue of the relevant Subdivision Certificate for a Final Lot.

**Agreement** means this agreement and any schedules, annexures and appendices to this Agreement.

**Amending LEP** means an environmental planning instrument that has the effect of amending the *Central Coast Local Environmental Plan 2022 (CCLEP 2022)*, so the Development of the Land is permissible with Development Consent.

**Base CPI** is 123.7, being the CPI as at the date the Agreed Final Lot Contribution was set, namely March 2022.

**Business Day** means a day other than a Saturday, Sunday or public holiday in New South Wales.

**Collector Roadworks** means (a) – (c) of the Roadworks.

**Contamination** has the same meaning as in the *Contaminated Land Management Act 1997* (NSW).

**Contamination Report** means an assessment prepared by a suitably qualified Contamination consultant which states that the Open Space Land is suitable for its intended use as a public reserve.

**Contribution Values** means the values of the Open Space Contribution and Roadworks Contribution as calculated in accordance with **Schedule 6**.

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**Council** means Central Coast Council.

**Council Road Land** means the land identified in **Schedule 7** or any other land owned by Council as notified to the Council by the Developer as being required for the delivery of the Roadworks.

**CPI** means the Consumer Price Index (All Groups Index) for Sydney published by the Commonwealth Statistician.

**Current CPI** is the CPI as at the date of payment of the Total SC Amount in **Schedule 2**, Clause 4(b).

**Dedication Date** has the meaning given to that term in clause 2.1(a) of **Schedule 2**.

**Developer** means Rose Living Pty Limited (ACN 628 415 823), Alda Properties (Lake Munmorah) Pty Limited (ACN 657 729 630), Urban Land Redevelopment Pty Limited (ACN 645 826 160), Robin Ernest Becker and Roxanne Annette Becker.

**Developer's Representative** is the person identified in clause 15.1 of this Agreement, appointed by the Developer to act on behalf of the Developer, or that person, from time to time, notified to Council in writing by the Developer.

**Development** means the development of the Land, as generally shown in **Schedule 3**, for the purposes of residential subdivision and any ancillary works.

**Development Application** means a development application under Part 4 of the Act seeking consent to carry out the Development on the Land.

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

**Development Contributions** means the developer contributions set out in **Schedule 2** of this Agreement.

**Final Lot** means a lot created in the Development for separate residential occupation and disposition excluding a lot that is to be dedicated or otherwise transferred to Council or on which is situated a dwelling house that was in existence as at the date of this Agreement.

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

**GST Law** has the meaning given to that term in *A New Tax system (Goods and Services Tax) Act 1999* (Cth) and any other Act or Regulation relating to the imposition or administration of the GST.

**Instrument Change** means the taking of effect of the Amending LEP generally in accordance with the Planning Proposal.

**Land** means Lot 1 DP 626787, Lot 437 DP 755266, Lot 438 DP 755266, Lot 27 DP 755266 and Lot 83 DP 650114 also known as Nos. 285, 295, 305, 315 and 325 Pacific Highway, Lake Munmorah, NSW.

**Landowners** mean:

- a) Rose Living Pty Limited (ACN 628 415 823) of Lots 437 and 438 in DP755266;
- b) Alda Properties (Lake Munmorah) Pty Limited ACN 657 729 630 of Lot 1 DP626787
- c) Urban Land Redevelopment Pty Limited (ACN 645 826 160) of Lot 27 DP755266; and
- d) Robin Ernest Becker and Roxanne Annette Becker of Lot 83 DP650114.

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**Monetary Contribution** means the payment of monies in accordance with **Schedule 2**.

**Northern Districts Contribution Plan** means the Northern Districts Contribution Plan adopted by Central Coast Council in April 2020 and amended from time to time.

**Offset Entitlement** means the amount calculated using the following formula:

$$OE = SCVNM - (AFLC \times TFLP1)$$

Where

**OE** means the Offset Entitlement

**SCVNM** means the sum of the Contribution Values of the Open Space Contribution and Roadworks Contribution as at the date the offset is sought to be made

**AFLC** means the Agreed Final Lot Contribution

**TFLP1** means the total number of Final Lots to be created in the Development as at the date the offset is sought to be made.

**Open Space Contribution** means the dedication of the Open Space Land to Council and the carrying out of the Open Space Works.

**Open Space Embellishment Plan** means the concept Recreation / Open Space Plan prepared by Peter Andrews and Associates and included as Schedule 5.

**Open Space Land** means the 3,200m<sup>2</sup> RE1 Public Recreation zoned land coloured green and depicted as "Open Space" in Schedule 5.

**Open Space Works** means embellishment and physical works to the Open Space Land with a maximum contribution value of \$300,000.

**Party** means a party to this Agreement including its successors and assigns.

**Plan of Subdivision** has the same meaning as in section 195 of the *Conveyancing Act 1919* (NSW).

**Planning Proposal** means PP\_2020\_CCOAS\_004\_00 seeking to amend Central Coast Local Environmental Plan 2022 to rezone Land partly to R2 Low Density Residential, partly to C2 Environmental Conservation and partly RE1 Public Recreation as shown on the plan in Schedule 4.

**Public Reserve** has the same meaning as in the *Local Government Act 1993* (NSW).

**Register** means the Register kept under the *Real Property Act 1900* (NSW).

**Regulation** means the *Environmental Planning and Assessment Regulation 2021* (NSW).

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**Roadworks** means road works to be undertaken by or on behalf of the Developer consisting of the:

- (c) construction of a collector road partly on the Council Road Land and partly on the Land and dedication of the relevant Land as a public road;
  - (d) construction of upgrades to Chisolm Avenue to a collector road standard between Tall Timbers Road and the boundary of the Land;
  - (e) construction of upgrades to Wallaby Road to a collector road standard between the boundary of the Land to Kangaroo Avenue; and
  - (f) construction of the roundabout at the Tall Timbers/Chisolm Avenue intersection,
- and to be generally undertaken in accordance with Roadworks Plan.

**Roadworks Contribution** means the undertaking of the Roadworks in accordance with clause 3 of **Schedule 2**.

**Roadworks Plan** means the plan in **Schedule 4**, prepared by Barker, Ryan Stewart.

**Roundabout Roadworks** means (d) of the Roadworks.

**Stage** means a stage of the Development, generally as shown in **Schedule 3**.

**Stage 1** means the Stage known as Stage 1 and generally as shown in **Schedule 3**.

**Stage 1 Development Application** means the Development Application for Stage 1.

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

#### 4.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) If the day on which any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day.
- (c) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (d) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (e) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (f) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (g) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (h) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

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- (i) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (j) References to the word 'include' or 'including are to be construed without limitation.
- (k) A reference to this Agreement includes the agreement recorded in this Agreement.
- (l) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (m) Any schedules and attachments form part of this Agreement.

## **5 PAYMENT OF MONETARY CONTRIBUTIONS**

- 5.1 The Parties agree that nothing that the Developer does to meet its obligations under this Agreement will give rise to a reduction or variation or credit in any monetary contributions that might later be required by a Development Consent to undertake future development not contemplated by this Agreement on the Land.

## **6 PARTIES' OBLIGATIONS**

- 6.1 The Developer undertakes to:
- (a) carry out the Development (subject to the grant of Development Consent) sequentially in accordance with the Stages as shown in Schedule 3; and
  - (b) provide or procure the provision of the Development Contributions to Council in accordance with the requirements of Schedule 2 to this Deed.
- 6.2 The Developer agrees to do all things reasonably required to embellish the Open Space Land as a local park prior to issue of the Subdivision Certificate for Stage 1 of the Development.

## **7 DEVELOPER WARRANTIES AND INDEMNITIES**

- 7.1 The Developer warrants to Council that:
- (a) it is able to fully comply with its obligations under this Agreement;
  - (b) it has full capacity to enter into this Agreement; and
  - (c) there is no legal impediment to it entering into this Agreement or performing its obligations under this Agreement.
- 7.2 The Landowners warrant to Council that they own the Land.
- 7.3 Urban Land Redevelopment Pty Limited, in its capacity as Developer, represents that it has an option to purchase part of Lot 83 DP650114.

## **8 REVIEW OF THIS AGREEMENT**

- 8.1 Any amendments, variation or modification to or of, or consent to any departure by any party from the terms of this Agreement shall have no force or effect unless effected by a document executed by the parties which complies with the requirements of section 7.5 of the Act.

## **9 FURTHER AGREEMENT(S) RELATING TO THIS AGREEMENT**

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

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## 10 TERMINATION

- 10.1 A party can terminate this Agreement by written notice to the other Party if the Planning Proposal is not made by the Minister and both parties agree that it will not be made.
- 10.2 The termination of this Agreement is without prejudice to the accrued rights of Council at the time of such termination.
- 10.3 If this Agreement is terminated then:
  - (a) the rights of each party that arose before the termination or which may arise at any future time for any breach or non-observance of obligations occurring prior to the termination are not affected;
  - (b) the parties must take all steps reasonably necessary to minimise any loss that each party may suffer as a result of the termination of this document;
  - (c) Council will, at the cost of the Developer, do all things reasonably required to remove this Agreement from the title to the Land.

## 11 DISPUTE RESOLUTION

- 11.1 If a dispute arises out of or relates to this Agreement (including any dispute as to the meaning, performance, validity, subject matter, breach or termination of this Agreement or as to any claim in tort, in equity or pursuant to any statute) (**Dispute**), any court or arbitration proceedings shall not be commenced by or against Council, the Developer, the Landowners or their successors or assigns, relating to the Dispute unless the parties to the Dispute (**Parties**) have complied with this clause, except where a party seeks urgent interlocutory relief.
- 11.2 A party claiming that a Dispute has arisen under or in relation to this Agreement is to give written notice to the other parties to the Dispute, specifying the nature of the Dispute.
  - (a) The Parties agree to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales and to take action to have the Dispute mediated within 7 working days of the receipt of written notice of the Dispute.
  - (b) The Parties agree that the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration, which must be commercially reasonable.
  - (c) The Parties to the mediation will be jointly responsible for the fees of the mediation and each party shall bear its own costs.
  - (d) The Parties may, but are not required, to enter into a written agreement before mediating a Dispute.
  - (e) If any procedural aspects are not specified sufficiently in the rules under this clause 11, the Parties agree to conduct the mediation regarding those aspects in accordance with the determination of the mediator whose decision regarding those aspects is final and binding on the Parties.
  - (f) A legal representative acting for either of the Parties may participate in the mediation.

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- 11.3 From the time when a notice of Dispute is served, neither party shall take action to terminate this Agreement, until after the conclusion of the mediation.
- 11.4 Should mediation fail to resolve any dispute then the dispute shall be determined by arbitration pursuant to the *Commercial Arbitration Act 2010* (NSW) (**CAA**) and the General Manager of the Council shall request the President for the time being of the Law Society of New South Wales to appoint an arbitrator to carry out such arbitration in accordance with the provisions of the CAA.
- 11.5 Despite clause 11.1, either Council or the Developer may institute court proceedings to seek urgent equitable relief in relation to a dispute or difference arising out of or in connection with this Agreement.

## **12 COSTS**

- 12.1 The Developer agrees to pay or reimburse agreed reasonable costs incurred by Council in connection with the:
- (a) negotiation, preparation and execution of this Agreement, to a reasonable maximum amount;
  - (b) advertising and exhibiting this Agreement in accordance with the Act; and
  - (c) all costs related to registration of this Agreement where required, within 14 working days after receipt of a tax invoice from Council.

## **13 ENFORCEMENT**

- 13.1 The Developers and Landowners have agreed to provide security to the Council for the performance of the Developer's obligations under this Agreement by:
- (a) The registration of the Agreement on the Land pursuant to clause 14 in relation to all Development Contributions; and
  - (b) clauses 2.3, 2.4 and 2.5 of Schedule 2 are security for the dedication of the Open Space Land to Council.

## **14 REGISTRATION OF THIS AGREEMENT**

- 14.1 The Landowners agree to register or procure the registration of this Agreement on the Land for the purposes of section 7.6(1) of the Act.
- 14.2 On the date of execution of this Agreement, the Landowners, at their expense, will take all practical steps and otherwise do anything that the Council reasonably requires to procure:
- (a) the execution of any documents, including an instrument in registrable form requesting registration of this Agreement on the title to the Land duly executed by the Landowners;
  - (b) the written and irrevocable consent of each person to referred in section 7.6(1) of the Act to that registration;
  - (c) production of the certificate of title for the Land, for the purpose of procuring the registration of this Agreement; and

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- (d) the lodgement and registration of this Agreement by the Registrar-General in the relevant folio of the Register.
- 14.3 The Council agrees to do all things reasonably required by the Developer to release and discharge any notation relating to this Agreement from the title to any part of the Land once the Developer has completed its obligations under this Agreement with respect to that part of the Land or this Agreement is terminated in accordance with clause 10 or otherwise comes to an end for any other reason.
- 14.4 Subject to clause 14.5 until such time as this Agreement is registered on the title of the Land in accordance with clauses 14.1 and 14.2, the Landowners acknowledge that this Agreement confers on the Council an interest in the Land and entitles the Council to lodge and maintain a caveat on the title to the Land to prevent any dealing in respect of the Land other than those contemplated in clause 25.
- 14.5 If the Council lodges a caveat in accordance with clause 14.4, then the Council will do all things reasonably necessary to:
- (a) Ensure that the caveat does not prevent or delay registration of this Agreement or a transfer contemplated in clause 25; and
  - (b) Remove the caveat from the title to the Land promptly, following registration of this Agreement in accordance with clause 14.4.

## 15 NOTICES

- 15.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- (a) Delivered or posted to that Party at its address set out in (b) below.
  - (b) Faxed or emailed to that Party at the relevant details set out below.

(i) **Council: Central Coast Council**

Attention: Chief Executive Officer  
DX Address: DX 7306 WYONG  
Postal address: 2 Hely St, Wyong NSW 2259  
Fax No: 02) 4350 2098  
Email: [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au)

(ii) **Developer and or Landowner:**

**Rose Living Pty Limited (Developer and Landowner)**

Attention: Stuart Rose  
Postal Address: 51 Riley Street, Woolloomooloo NSW 2011  
Email: [srose@rosegroupp.com.au](mailto:srose@rosegroupp.com.au)

**Alda Properties (Lake Munmorah) Pty Limited (Developer and Landowner)**

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Attention: Darren Van Aardt  
Postal Address: 101/20 Clarke Street, Crows Nest NSW 2065  
Email: darren@aldaproperties.com.au

**Urban Land Redevelopment Pty Limited (Developer and Landowner)**

Attention: Alice Joy  
Postal Address: 98 Glebe Road, The Junction NSW 2291  
Email: alice@urbanvillager.com.au

**Robin Ernest Becker and Roxanne Annette Becker (Developer and Landowner)**

Attention: Lindsay Kaynes  
Postal Address: 325 Pacific Highway, Lake Munmorah NSW 2259  
Email: lindsay@kaynes.com.au

- 15.2 If a Party gives the other Party 3 Business Days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.
- 15.3 Any notice, consent, information, application or request is to be treated or given or made at the following time:
- (a) If it is delivered, when it is left at the relevant address.
  - (b) If it is sent by post, five Business Days after it is posted.
  - (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 15.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if it is on a Business Day, after 5.00 pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

**16 ENTIRE AGREEMENT**

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

**17 FURTHER ACTS**

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

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## **18 GOVERNING LAW AND JURISDICTION**

- 18.1 This Agreement is governed by the law of New South Wales, Australia. The parties submit to the nonexclusive jurisdiction of its Courts and Courts of appeal from them. The parties will not object to the exercise of jurisdiction by those Courts on any basis provided that the dispute resolution provisions in clause 11 of this Agreement have first been satisfied.

## **19 JOINT AND INDIVIDUAL LIABILITY AND BENEFITS**

- 19.1 Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

## **20 NO FETTER**

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

## **21 Not used**

## **22 SEVERABILITY**

- 22.1 If a clause or part of a clause in this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. 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 Agreement, but the rest of the Agreement is not affected.

## **23 WAIVER**

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

## **24 EXPLANATORY NOTE**

- 24.1 The Appendix contains the Explanatory Note relating to this Agreement required by section 205 of the Regulation.
- 24.2 Pursuant to section 205(5) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Agreement.

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## 25 RELEASE OF LANDOWNER

The Council acknowledges and agrees that if a Landowner (**Exiting Landowner**) transfers all of its Land to Urban Land Redevelopment Pty Ltd, then on and from the date of the transfer and subject to Urban Land Redevelopment Pty Ltd providing, to the Council's satisfaction, evidence that it has entirely assumed ownership of that Land and that there is no material breach of obligations under this Agreement,

- (a) the Exiting Landowner will be released and discharged from the obligations arising under this Agreement; and
- (b) the Council will not seek to enforce the terms of this Agreement against the Exiting Landowner in the event of a breach by the Landowner of any obligation arising under this Agreement.

## 26 GST

If any payment made by one Party to any other Party under or relating to this Agreement 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 Agreement.

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## EXECUTION PANEL

### EXECUTED as an Agreement

Date: 21 June 2023

Executed pursuant to delegated authority under section 377 of the *Local Government Act, 1993* (NSW), in accordance with the resolution of the Central Coast Council dated 22 November 2022.

This document was witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000*. [Cross out this text if not applicable]

Electronic signature of me, David Farmer  
affixed by me, or at my direction, on 21 June 2023  
[Cross out this text if not applicable]

DocuSigned by:  
4D8F179C79C448A

Chief Executive Officer

DAVID FARMER

Name [BLOCKLETTERS]

Electronic signature of me, Lidia Catalano  
affixed by me, or at my direction, on 21 June 2023  
[Cross out this text if not applicable]

DocuSigned by:  
Lidia Catalano  
2521CF0828EE429

Witness [Signature]

LIDIA CATALANO

Name [BLOCKLETTERS]

ADDRESS OF WITNESS: 2 HELY  
STREET/PO BOX 20 WYONG  
NSW 2259

Executed by Rose Living Pty Limited (ACN  
628 415 823)

PURSUANT TO SECTION 127(1) OF THE CORPORATIONS ACT 2001

Electronic signature of me, Stuart Rose, affixed by  
me, or at my direction, on 14 June 2023

[Cross out this text if not applicable]

DocuSigned by:  
Stuart Rose

Director

Stuart Rose

Name of Director [BLOCKLETTERS]

Electronic signature of me, Bryan Rose, affixed by  
me, or at my direction, on 15 June 2023

[Cross out this text if not applicable]

DocuSigned by:  
Bryan Rose

Director

Bryan Rose

Name of Director [BLOCKLETTERS]

04/09/2023  
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AUTHORISED  
TO MAKE  
THIS  
CHANGE

04/09/2023  
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AUTHORISED  
TO MAKE  
THIS CHANGE

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Executed by Alda Properties (Lake  
Munmorah) Pty Limited (ACN 657 729 630)

PURSUANT TO SECTION 127(1) OF THE CORPORATIONS ACT 2001

Electronic signature of me, Darren Boyd Van Aardt, affixed by me, or at my direction,  
on 24 May 2023

[Cross out this text if not applicable]

DocuSigned by:

Darren Boyd Van Aardt

5AEDF17344B9428

Director

Darren Boyd Van Aardt

Name of Director [BLOCK LETTERS]

Electronic signature of me, Albert Jia Wong, affixed by me, or at my direction,  
on 24 May 2023

[Cross out this text if not applicable]

DocuSigned by:

Albert Jia Wong

B78BF9F306A04F8

Director and Company Secretary

Albert Jia Wong

Name of Director and Company Secretary  
[BLOCK LETTERS]

URBAN LAND REDEVELOPMENT PTY LIMITED

Executed by Urban Redevelopment Pty  
Limited (ACN 645 826 160)

PURSUANT TO SECTION 127(1) OF THE CORPORATIONS ACT 2001

Electronic signature of me, David Wegener, affixed by me, or at my direction,  
on 05 June 2023

[Cross out this text if not applicable]

DocuSigned by:

David Wegener

055DA8C299DC44E

Director

David Wegener

Name of Director [BLOCK LETTERS]

Electronic signature of me, Alice Joy, affixed by me, or at my direction,  
on 02 June 2023

[Cross out this text if not applicable]

DocuSigned by:

Alice Joy

7452DA488AF6450

Director and Company Secretary

Alice Joy

Name of Director and Company Secretary  
[BLOCK LETTERS]

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TO MAKE  
THESE  
CHANGES

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Electronic signature of me, Robin Ernest Becker,  
affixed by me, or at my direction,  
on 18 May 2023

[Cross out this text if not applicable]

DocuSigned by:

Robin Becker

[SIGNATURE]

Electronic signature of me, Dylan Langanke, affixed  
by me, or at my direction, on 18 May 2023

[Cross out this text if not applicable]

DocuSigned by:

Dylan Langanke

Witness [Signature]

Robin Ernest Becker

Dylan Langanke

Name [BLOCKLETTERS]

Witness Name [BLOCK LETTERS]

ADDRESS OF WITNESS:  
325 PACIFIC HIGHWAY  
LAKE MUNMORAH NSW 2259

Electronic signature of me, Roxanne Annette  
Becker, affixed by me, or at my direction,  
on 18 May 2023

[Cross out this text if not applicable]

DocuSigned by:

Roxanne Becker

[SIGNATURE]

DocuSigned by:

Dylan Langanke

Witness[Signature]

Roxanne Annette Becker

Dylan Langanke

Name [BLOCKLETTERS]

Witness Name [BLOCKLETTERS]

ADDRESS OF WITNESS:  
325 PACIFIC HIGHWAY  
LAKE MUNMORAH NSW 2259

04/09/2023  
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## SCHEDULE 1

**Table 1 – Requirements under section 7.4 of the Act (clause 2.2)**

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Agreement complying with the Act.

Item	Section of Act or Regulation	Provision/clause of this Agreement
1.	<p><b>Planning instrument and/or development application</b> (section 7.4 of the Act)</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument;</p> <p>(b) made, or proposes to make, a Development Application; or</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) Yes</p> <p>(b) Yes</p> <p>(c) No</p>
2.	<b>Description of land to which this document applies</b> (section 7.4(3)(a) of the Act)	Clause 4.1 – definition of Land, being Lot 1 DP 626787, Lot 437 DP 755266 and Lot 438 DP 755266, Lot 27 DP 755266 and Lot 83 DP 650114.
3.	<b>Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies</b> (section 7.4(3)(b) of the Act)	See definition of Development and Instrument Change in Clause 4.1.
4.	<b>The scope, timing and manner of delivery of the provision to be made by the Developer required by this document</b> (section 7.4(3)(c) of the Act)	See Schedule 2
5.	<b>Applicability of sections 7.11 or 7.12 of the Act</b> (section 7.4(3)(d) of the Act)	<p>Clause 3.3 of this Agreement.</p> <p>The application of sections 7.11 or 7.12 of the Act is excluded in respect of the Development.</p>
6.	<b>Applicability of section 7.24 of the Act</b> (section 7.4(3)(d) of the Act)	Clause 3.3 of this Agreement.
7.	<b>Consideration of benefits under this document if section 7.11 applies</b> (section 7.4(3)(e) of the Act)	Not applicable.

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Item	Section of Act or Regulation	Provision/clause of this Agreement
8.	<b>Mechanism for Dispute Resolution</b> (section 7.4(3)(f) of the Act)	Clause 11
9.	<b>Enforcement of this document</b> (section 7.4(3)(g) of the Act)	Clause 13
10.	<b>No obligation to grant consent or exercise functions</b> (section 7.4(9) of the Act)	Clause 20
11.	<b>Registration of this document</b> (section 7.6 of the Act)	Clause 14
12.	<b>Whether certain requirements of this document must be complied with before a construction certificate is issued</b> (section 205(2) of the Regulation)	Not required
13.	<b>Whether certain requirements of this document must be complied with before a subdivision certificate is issued</b> (section 205(2) of the Regulation)	Required – see Schedule 2.
14.	<b>Whether certain requirements of this document must be complied with before an occupation certificate is issued</b> (section 205(2) of the Regulation)	Not required.
15.	<b>Whether the explanatory note that accompanied exhibition of this document may be used to assist in construing this document</b> (section 205(5) of the Regulation)	Clause 24

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## **SCHEDULE 2**

### **1. DevelopmentContributions**

The Developer undertakes to provide the Development Contributions to the Council in the manner set out below:

<b>DevelopmentContribution</b>	<b>Timing</b>
Open Space Contribution	In accordance with clause 2 of thisSchedule
RoadworksContribution	In accordance with clause 3 of thisSchedule
Monetary Contribution	In accordance with clause 4 of thisSchedule

### **2. Open SpaceContribution**

#### **2.1. Open Space Land Contribution**

The Open Space Land must be dedicated to Council at the same time as the first Subdivision Certificate for Stage 1 of the Development is issued. The associated Plan of Subdivision must indicate the dedication of the Land to Council as a Public Reserve (to be dedicated at an agreed land value cost at the date of dedication).

#### **2.2. Open Space Embellishment Works**

- (a) The Developer must:
  - (i) carry out the embellishment works consisting of playground equipment, physical works, landscaping works and local park works on the Open Space Land to a maximum value of \$300,000 prior to the issue of the Subdivision Certificate for Stage 1 of the Development; and
  - (ii) consult with Council regarding the design of the Open Space Embellishment which is to be reviewed and agreed in principle by Council prior to lodgement of the Stage 1 Development Application and must be generally in accordance with the Open Space Embellishment Plan.
- (b) The Developer must:
  - (i) provide or ensure that Council has a Contamination Report prior to the first Subdivision Certificate for Stage 1 of the Development being issued; and
  - (ii) must not dedicate the Open Space Land until Council has provided the Developer with a notice in writing which states that the Council is satisfied with the Contamination Report,-acting reasonably.
- (c) The Developer must ensure that at the Dedication Date, the Open Space Land is:
  - (i) free from noxious weeds and vermin, to Council's reasonable satisfaction; and

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- (ii) free from all encumbrances and affectations, except for any encumbrances agreed in writing by the Council in its reasonable discretion.
- (d) The Developer must pay all rates and taxes owing in respect of the Open Space Land up to and including the Dedication Date.

### 2.3. Consent to Compulsory Acquisition of the Open Space Land

Subject to clause 2.4(a) of this Schedule 2, the Developer consents to the compulsory acquisition of the Open Space Land:

- (a) in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (**Acquisition Act**); and
- (b) on the terms set out in clause 2.4 of this Schedule 2.

### 2.4. Council's right to acquire

- (a) Council may acquire the Open Space Land compulsorily in accordance with the Acquisition Act if the Developer has failed to comply with its obligations with respect to the dedication of that land under this Agreement.
- (b) If Council acquires the Open Space Land compulsorily in accordance with the Acquisition Act:
  - (i) the Developer agrees that the compensation payable to it on account of that acquisition under the Acquisition Act is \$1.00; and
  - (ii) Council must complete that acquisition within twelve (12) months of a written notice from Council to the Developer setting out the Developer's failure to comply with its obligations with respect to the dedication of the Open Space Land under this Agreement.

### 2.5. Consent of owners

The Landowners agree that the provisions of clause 2.3 and 2.4 of this Schedule 2 are an agreement with respect to the compulsory acquisition of the Open Space Land for the purpose of section 30 of the Acquisition Act.

## 3. Roadworks Contribution

- (a) The Developer agrees that:
  - (i) any future Development Application relating to Stage 1 must include a Plan of Subdivision and concept road design plans (**Concept Plans**) for the Collector Roadworks generally in accordance with the Road Works Plan;
  - (ii) the Collector Roadworks will be designed and constructed generally in

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accordance with Austroads guidelines, Australian Standards, Central Coast Council Civil Works Specification – Design Guideline 2020, and generally in accordance with the Roadworks Plan; and

- (iii) the Collector Roadworks must be delivered prior to the issue of the Subdivision Certificate for Stage 1 of the Development.
- (b) The Developer must construct the internal road system for the Development in accordance with the Development Consent and generally in accordance with the Roadworks Plan.
- (c) Prior to the issue of a Subdivision Certificate for Stage 1 of the Development, the Developer must construct the Roundabout Roadworks generally in accordance with Austroads guidelines, Australian Standards, Central Coast Council Works Specification – Design Guideline 2020 and generally in accordance with the Roadworks Plan.
- (d) Prior to the issue of a Subdivision Certificate for Stage 1 of the Development:
  - (i) Council must grant the Developer a temporary lease or licence, on reasonable terms, over the Council Road Land to facilitate the construction of that part of the Roadworks Contribution to be constructed on council owned land; and
  - (ii) the Developer must pay Central Coast Council an agreed fee of \$1.00 for the temporary lease or licence.
- (e) The Developer must obtain all necessary approvals to carry out the Roadworks including those on the Council Road Land.

#### 4. Monetary Contribution

- (a) The Developer must pay the Agreed Final Lot Contribution for each Final Lot prior to the issuing of the Subdivision Certificate that creates each Final Lot in the Development.
- (b) The amount to be paid to the Council pursuant to clause 4(a) (**Total SC Amount**) is to be adjusted, at the time of payment, by multiplying the Total SC Amount payable by an amount equal to the Current CPI divided by the Base CPI.
- (c) The Monetary Contributions collected by Council under this clause 4 must be applied by Council towards the works identified in Appendix A of the Northern Districts Contributions Plan.
- (d) If a Monetary Contribution becomes payable under this Agreement, and at the time it becomes payable there is an Offset Entitlement, the Developers will not be obliged to pay the monetary Development Contribution to the extent of the Offset Entitlement.

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**SCHEDULE 3- Development and Staging Plan**

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Legend  
Stage 1

Conservation area  
Water quality area

Local parks

Collector road

2

Developable area

Deakin Avenue.

Kennia Road

Chisholm Avenue

Walkaby Road

Kookabunga Avenue

Kangaroo Avenue

Possam  
Street

**Notes:**

1. Pacific Highway and Kangaroo Avenue intersection road works to be completed in accordance with State VPA prior to registration of the 1st lot.
2. Pacific Highway and Tall Timbers intersection road works to be completed in accordance with State VPA prior to registration of the 181st lot.

Pacific Highway

ALDA  
 ASSOCIATI P. 7.110

ROSE

UFA AN VILLAGER  
CREATING THRIVING COMMUNITIES

# Lakes Ridge

## DCP Staging Plan

Job No.	Est	Proj No.	Proj Name
1000	100	100	100
2000	200	200	200
3000	300	300	300
4000	400	400	400
5000	500	500	500
6000	600	600	600
7000	700	700	700
8000	800	800	800
9000	900	900	900
10000	1000	1000	1000



**Peter Andrews + Associates Pty Ltd**  
 100 Bow Road, Suite 22,  
 Level 4, 5 & 6, Regent Corporation Ltd,  
 500 & 62 West Street, Adelaide  
 SA 5000  
 Tel: 08 346 1700  
 Fax: 08 346 1701  
 Email: [info@peterandrews.com.au](mailto:info@peterandrews.com.au)  
 Website: [www.peterandrews.com.au](http://www.peterandrews.com.au)

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**SCHEDULE 4 - Road Works Plan**

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CENTRAL COAST COUNCIL  
 285-335 PACIFIC HIGHWAY, LAKE MUNNORAH  
 EXTERNAL ROAD UPGRADES  
 PRELIMINARY ENGINEERING DESIGN



Sheet List Table

Sheet Number	Sheet Title
001	COVER SHEET
101	SITE PLAN
102	DETAIL PLAN & LONGITUDINAL SECTION MOD1 SHEET 1
103	DETAIL PLAN & LONGITUDINAL SECTION MOD1 SHEET 2
104	DETAIL PLAN & LONGITUDINAL SECTION MOD1 SHEET 3
105	DETAIL PLAN & LONGITUDINAL SECTION MOD1 SHEET 4
401	INTERSECTION PLANTAIL TRIMBERS ROAD AND CHURCHILL AVENUE
411	TURNING PATHS FOR ROUNDABOUT SHEET 1
412	TURNING PATHS FOR ROUNDABOUT SHEET 2
413	TURNING PATHS FOR ROUNDABOUT SHEET 3
414	TURNING PATHS FOR ROUNDABOUT SHEET 4
415	TURNING PATHS FOR ROUNDABOUT SHEET 5
416	TURNING PATHS FOR ROUNDABOUT SHEET 6
417	TURNING PATHS FOR ROUNDABOUT SHEET 7

Prepared for: ALDA | ROSE | URBAN VILLAGER  
 PROJECTS PVT LTD | CONSULTING TRADING COMMUNITIES

ENGINEERING | PLANNING | PROJECT MANAGEMENT | SURVEYING | CERTIFICATION

Revision E  
 Date 30/08/2022  
 Project No. CC180099-03





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Page 41 of 63

Page 42 of 63

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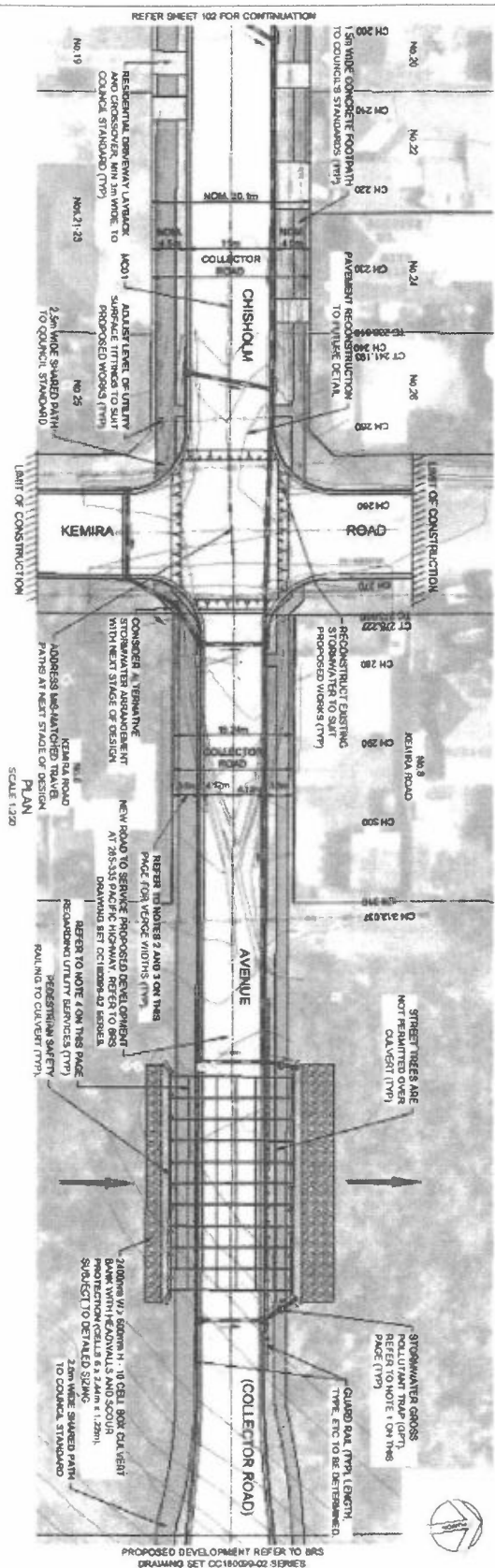
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PROPOSED DEVELOPMENT REFER TO BRS  
DRAWING SET CC180090-02 SERIES

PHOTOGRAPHY: JACQUES P. LAFONT  
PHOTOGRAPHY: JACQUES P. LAFONT  
PHOTOGRAPHY: JACQUES P. LAFONT

REFER TO GENERAL  
NOTES ON PLAIN 020

REFER TO SHEET 100 FOR LOCATION

[illegible]

REV	DESCRIPTION	CLASS	DATE
A	POLYMERIZATION	100	04/12/2011
B	FOR A POLYMER	100	04/12/2011
C	CHEMICAL ANALYSIS	100	10/12/2011
D	REVISION TO POLYMER	100	10/12/2011
E	REVISION FOR POLYMER	100	10/12/2011

**BARRY P STEWART**

SIOUX CITY  
 600 WEST 9TH ST  
 CENTRAL COURT  
 SIOUX CITY, IA 50201

ADAMSON  
 600 WEST 9TH ST  
 B. R. OLD  
 SIOUX CITY, IA 50201

ALMA | ROSE

285-333 PACIFIC HIGHWAY, LAKE MUMMORAH  
EXTERNAL ROAD UPGRADES

Designated	640
Designated	640
Designated	640

Location: P100 1 250  
 @A1  
 Model: V10  
 X-Speed: 1  
 AMD  
 Date: 03/10/09  
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REFER TO GENERAL  
NOTES ON PLAN 020

MO02 - LONGITUDINAL SECTION - KANGAROO AVENUE  
H087 SCALE 1:70

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Division <b>AI</b> Unit A.D. 100	12500 CC180099-03-41 Date Recd. DCI 180099	E
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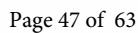






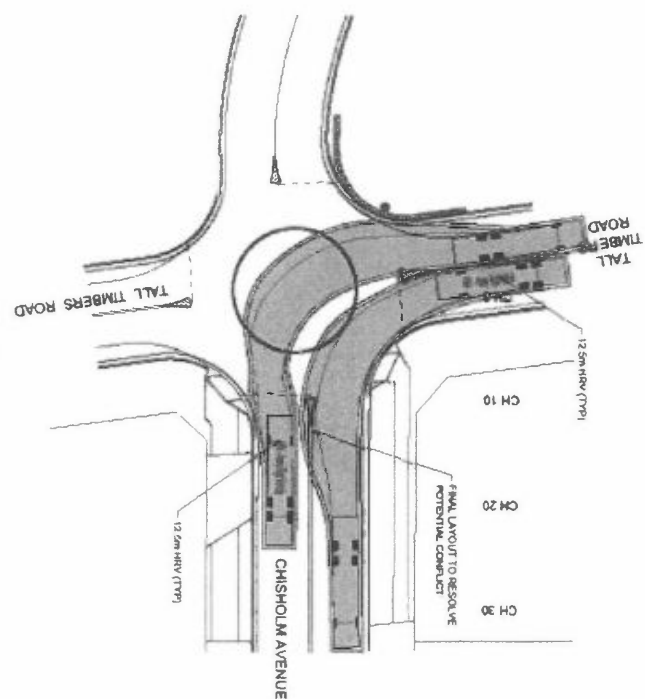






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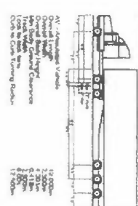
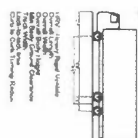
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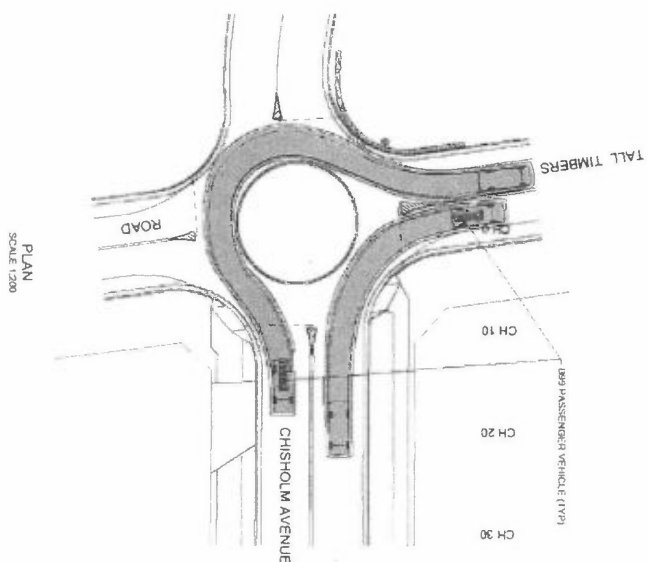
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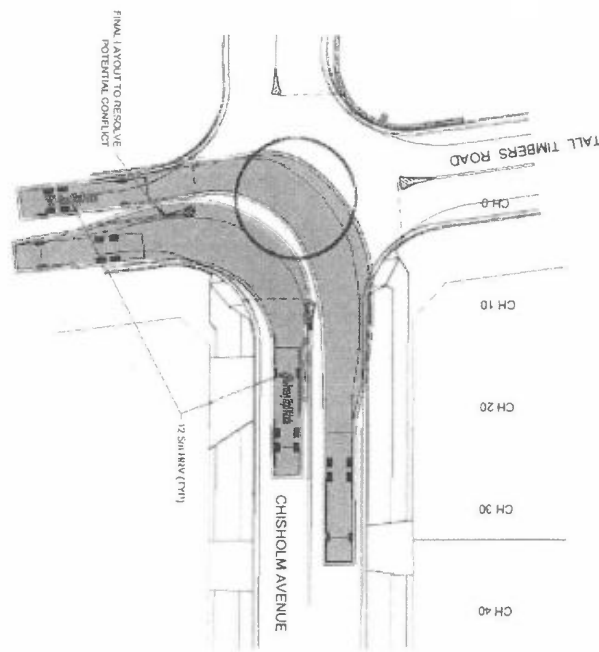
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NOTES ON PLAIN 020



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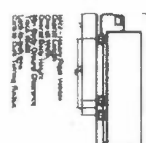
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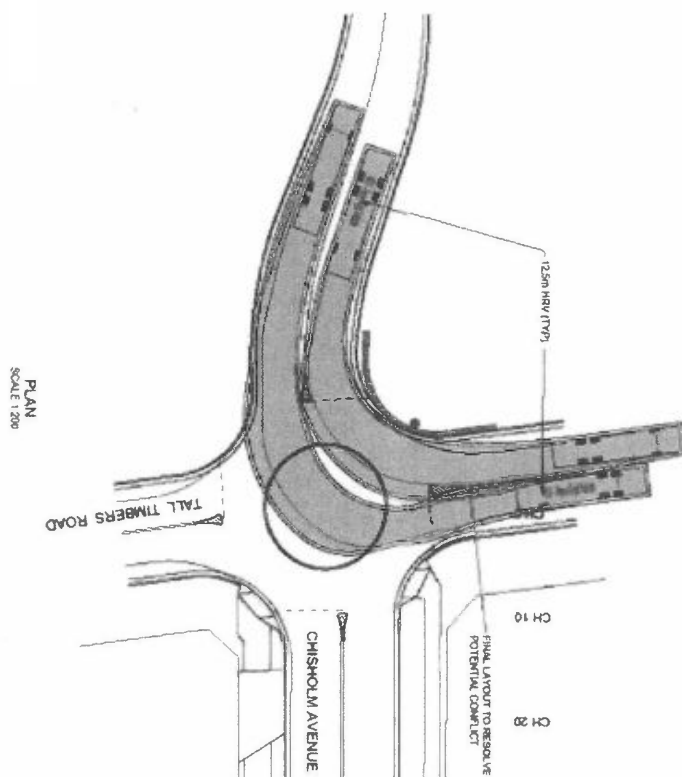
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TALL TIMBERS

CHISHOLM AVENUE

BAY PASSENGER VEHICLE (TPV)

PLAN  
SCALE 1:200



PLAN  
SCALE 1/200

REV	DESCRIPTION	DATE	STORY	MATERIALS
A	PRELIMINARY QUOTE	2/28/02	1st story floor	6" x 8" steel beam
B	FOR APPROVAL	3/26/02	CENTRAL CORNER	5" x 8" OLD
C	FOR APPROVAL	3/26/02	1st and 2nd story	2" x 4" OLD
D	FOR APPROVAL	4/24/02		
E	FOR APPROVAL	4/24/02		

ALDA ROSE

285-335 PACIFIC HIGHWAY, LAKE MUMMORAH  
EXTERNAL ROAD UPGRADES  
TURNING PATHS FOR ROUNDABOUT SHEET 3

Outgoing:	2/20
Drum:	200
Chassis:	200

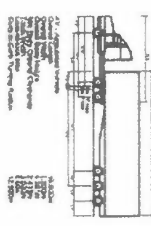
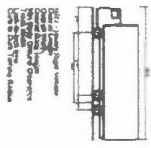
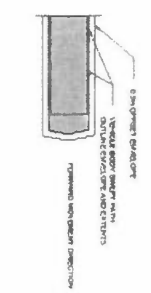
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⑧ A1	Water	-
	Vent	-
	X-Bleed	-
Dispers	A.H.D.	

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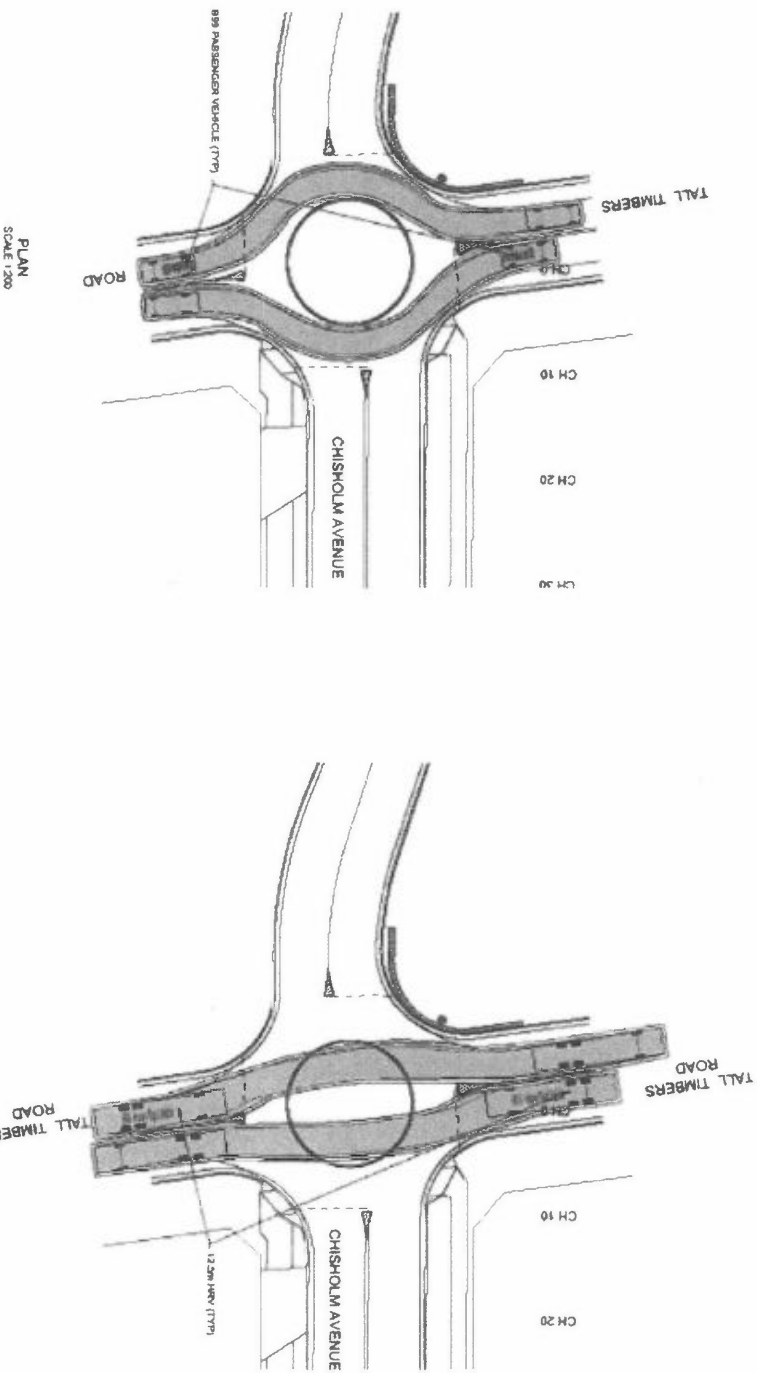
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REFER TO GENERAL NOTES ON PLAN 1200



PLAN SCALE 1:200



REV	DATE	BY	CHKD	DESCRIPTION
A	2023/03/16	CC	CC	285-335 PACIFIC HIGHWAY LAKE MUNIMORAH EXTERNAL ROAD UPGRADES
B	2023/03/16	CC	CC	TURNING PATHS FOR ROUNDABOUT SHEETS
C	2023/03/16	CC	CC	
D	2023/03/16	CC	CC	
E	2023/03/16	CC	CC	

285-335 PACIFIC HIGHWAY LAKE MUNIMORAH EXTERNAL ROAD UPGRADES

TURNING PATHS FOR ROUNDABOUT SHEETS

CC180099-03-416

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Age Group	Percentage
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4	1.5
8	2.5
12	3.5
16	3.5
20	3.5

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**Schedule 5 - Open Space Concept Plan**

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## LEGEND

1. **Pacific Highway** existing recreational pathway
2. Shared pathway connector node, integrate with the surrounding landscape and creation of a direct link.
3. Shared pathway - 2.5m wide
4. Local Park (designed to Council standards)
5. Shelter with seating
6. Kick about space
7. Conservation Area
8. Drawings orientated to provide passive surveillance
9. Pedestrian threshold

ALDO  
DESIGNED IN ITALY

ROSE

URBAN VILAGE  
CROFTON, THURSDAY, COLUMBIA

# Lakes Ridge

## Local Park concept

22-0022	Cheng, Mei	20060072	Revision
22-0022	Cheng, Mei	20060072	Revision

**pa2**

**Peter Andrews + Associates Pty Ltd**  
architects interior designers urban design landscape architects  
125 years of experience  
PO Box 601, Springvale VIC 3170  
Phone 03 9594 1111  
Fax 03 9594 1112  
E-mail [info@panda.com.au](mailto:info@panda.com.au)  
Web [www.panda.com.au](http://www.panda.com.au)

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Schedule 6 – WORKS AND LAND DEDICATION OFFSETS

Work Item	Work Item	Contribution Value
1.	Roadworks	<p>(a) For that part of the Roadworks located within the Land, the value is the difference between the actual costs of the delivery of the Roadworks (excluding land dedication) and the estimated cost of a local road upgrade including:</p> <p>(i) the shared pathway with the value being the difference between the cost of 1 x pathway (1.5m wide) on one side of a local road and 2 x pathways on a collector road (1 x 1.5m wide and 1x 2.5m wide) (or as built); and</p> <p>(ii) The difference between the cost of a local road and collector road (as built).</p> <p>(b) The full cost of that part of the Roadworks constituting the construction of the roundabout at the Tall Timbers/Chisolm Avenue intersection; and</p> <p>(c) The full cost of that part of the Roadworks collector road upgrades located outside of the Land.</p> <p>The value is to be determined by a suitably qualified quantity surveyor who must prepare and provide a quantity survey as identified above and that quantity surveyor must take into account the actual costs of the Roadworks (excluding the land dedication) provided by the Developer when preparing the quantity survey.</p> <p>The Developer must provide the Council with the names of two quantity surveyors and Council must choose one of those two quantity surveyors.</p> <p>The Developer must instruct, engage and pay for the costs of the chosen quantity surveyor.</p> <p>The quantity survey is to be carried out prior to the issue of the Subdivision Certificate for Stage 1 of the Development</p>

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Work Item	Work Item	Contribution Value
2.	Dedication of Roadworks on the Land (Collector Road Component)	<p>The value is to be determined by a suitably qualified valuer who must prepare and provide a land valuation for the dedication of those parts of the Roadworks that are located on the Land but only for the extra width of the Land that is required for the collector road and that is additional to the local road Land dedication requirements.</p> <p>The Developer must provide the Council with the names of two valuers and Council must choose one of those two valuers. The Developer must instruct, engage and pay for the costs of the chosen valuer.</p> <p>The valuation is to be carried out prior to the dedication of the relevant Land for the purposes of the Roadworks.</p>
3.	Open Space Land	<p>The value is to be determined by a suitably qualified valuer who must prepare and provide a land valuation for the Open Space Land. The Developer must provide the Council with the names of two valuers and Council must choose one of those two valuers.</p> <p>The Developer must instruct, engage and pay for the costs of the chosen valuer.</p> <p>The valuation is to be carried out prior to the dedication of the Open Space Land.</p>
4.	Open Space Embellishment	<p>\$300,000</p>

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**Schedule 7 – Council Road Land**

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INTERPOL (FEDERAL BUREAU OF INVESTIGATION) IS REQUESTING YOUR ASSISTANCE IN THE FOLLOWING MATTER:



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SCALE 1:2000



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## APPENDIX

### *Environmental Planning and Assessment Regulation 2021*

*(Clause 205)*

## EXPLANATORY NOTE

### Planning Agreement

Under section 7.4 of the *Environmental Planning and Assessment Act, 1979*

### Parties

**Central Coast Council** (ABN 73 149 644 003) of Council Chambers, Hely Street, Wyong in the State of New South Wales (**Council**)

and

**Rose Living Pty Limited** (ACN 628 415 823) of 51 Riley Street, Woolloomooloo NSW 2011, in the State of New South Wales (**Developer and Landowner**)

and

**Alda Properties (Lake Munmorah) Pty Limited** (ACN 657 729 630) of 101/20 Clarke Street, Crows Nest NSW 2065, in the State of New South Wales (**Developer and Landowner**)

and

**Urban Land Redevelopment Pty Limited** (ACN 645 826 160) of 98 Glebe Road, The Junction NSW 2291, in the State of New South Wales (**Developer and Landowner**)

and

**Robin Ernest Becker and Roxanne Annette Becker** of 325 Pacific Highway, Lake Munmorah NSW 2259, in the State of New South Wales (**Developer and Landowner**)

### Description of the Land to which the Planning Agreement Applies

Lot 1 DP 626787; Lot 437 DP 755266; Lot 438 DP 755266; Lot 27 DP 755266; and Lot 83 DP 650114 also known as 285, 295, 305, 315 and 325 Pacific Highway Lake Munmorah.

### Description of Proposed Development

Development means all residential subdivisions of and any subsequent building works on the Land together with ancillary roadworks adjacent to the Land.

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## **Summary of Objectives, Nature and Effect of the Planning Agreement**

### **Objectives of the Agreement**

The objective of the Agreement is to identify the material public benefit that properly relates to the Development of the Land.

### **Nature of the Planning Agreement**

The Agreement is a planning agreement under section 7.4 of the *Environmental Planning and Assessment Act 1979* (Act). It is an Agreement between the Council, the Developer and Landowners. The Agreement is a planning agreement under which provisions are made by the Developer for the, payment of monetary contributions, embellishment and dedication of open space land and the construction of roadworks as a material public benefit.

### **Effect of the Agreement**

The Agreement:

- relates to the Instrument Change,
- relates to the carrying out by the Developer of the Development on the Land,
- does exclude the application of section 7.11 and section 7.12 to the development. Does not exclude the application of section 7.24 to the Development,
- requires the Developer to dedicate land as material public benefit and undertake certain works for both open space and roadworks purposes,
- required the Council to recognise the value of the material public benefit,
- requires the Developer to pay a monetary contribution \$17,205.22 (or as revised under the Northern Districts Contribution Plan) and subject to CPI increases which will be offset by the value of the non-monetary contributions provided under the Agreement.
- requires the Developer to embellish the open space land to be dedicated prior to the issue of a subdivision certificate for Stage 1 of the Development.
- Requires the Developer prior to the issue of a subdivision certificate for Stage 1 of the Development, to carry out the roadworks consisting of a collector road and roundabout upgrades consisting of:
  - construction of a collector road partly on the Council Road Land and partly on the Land and dedication of the relevant Land as a public road;
  - construction of upgrades to Chisolm Avenue to a collector road standard between Tall Timbers Road and the boundary of the Land;
  - construction of upgrades to Wallaby Road to a collector road standard between the boundary of the Land to Kangaroo Avenue;

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and

- construction of the roundabout at the Tall Timbers/Chisolm Avenue intersection.
- is to be registered on the title to the Land,
- provides dispute resolution methods for a dispute under the Agreement, being mediation and arbitration, and
- provides that the Agreement is governed by the law of New South Wales.

#### **Assessment of the Merits of the Agreement**

##### **Planning Purposes Served by the Agreement**

In accordance with section 7.4(2) of the Act, the Agreement has the following public purposes:

- the provision of public amenities or public services
- the provision of transport and other infrastructure relating to land

The Agreement provides the best means of achieving the above public purposes through the provision of a park and infrastructure for roads.

##### **How the Deed Promotes the Public Interest**

The Agreement promotes the public interest by ensuring the payment of monetary contributions, embellishment and dedication of land to provide for public recreation and undertaking the construction of roadworks.

##### ***How the Agreement Promotes the Objects of the Act under which it is Constituted***

The Agreement promotes the objects of the Act by:

- Promoting the social and economic welfare of the community and a better environment by the proper management and development of the State's natural and other resources;
- Facilitating sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment;
- Facilitating the orderly and economic use and development of the Land;

The Agreement provides Council with the land for a park to serve the local community, roadworks to ensure safety of residents and visitors to the land and monetary contributions to contribute to other works in the local government area (subject to an offset arrangement).

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### ***Councils – How the Agreement Promotes the Council's Charter***

The Agreement promotes the elements of the Council's Charter by:

- enabling the provision of adequate, equitable and appropriate services and facilities for the community
- enabling the proper management, development and enhancement of the area for which it is responsible, in a manner that is consistent with and promotes the principles of sustainable development
- enabling it as the custodian and trustee of public assets to effectively plan for, account for and manage the assets for which it is responsible

keeping the local community and the State government (and through it the wider community) informed about its activities. The draft Planning Agreement provides Council with land and public works to enable appropriate services to be provided to the community and for the management of the natural environment for the benefit of those living in the area.

### ***Whether the Agreement Conforms with Council's Capital Works Program***

Yes

Council's Operational Plan identified the following objectives:

- Focus area – Cherished and Protected Natural Beauty  
  
F2 Promote greening and ensure the well-being of communities through the protection of local bushland, urban trees, tree canopies and expansion of the Coastal Open Space System (COSS)
- Focus area – Delivering Essential Infrastructure  
  
H1 Solve road and drainage problem areas and partner with the State Government to improve road conditions across the region
- Focus area – Balanced and Sustainable Development  
  
I3 Ensure land use planning and development is sustainable and environmentally sound and considers the importance of local habitat, green corridors, energy efficiency and stormwater management

The draft Planning Agreement conforms with Council's current Operational Plan and Delivery Program as it includes monetary contributions, embellishment and dedication of land to Council for open space and the undertaking of roadworks all of which will preserve local biodiversity and improve transport, safety and liveability.

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***Whether the Agreement specifies that certain requirements be complied with before issuing a Construction Certificate, Subdivision Certificate or Occupation Certificate***

Yes.

The Agreement specifies that the Developer must:

- prior to the issue of a subdivision certificate for Stage 1 of the development of the developer's land, embellish and dedicate open space land to Council.
- prior to the issue of subdivision certificate for a final lot, pay a monetary contribution (subject to any offset entitlement as calculated in accordance with the Agreement)
- prior to the issue of a subdivision certificate for Stage 1 of the development of the developer's land, undertake roadworks associated with the development of the land.

DS  
AW

DS  
AJ

DS  
BR

DS  
DBVA

DS  
DW

DS  
SR

DS  
RB

DS  
RB

DS  
DJK

19 July 2023

Deputy Registrar  
NSW Land Registry Services  
Level 30/175 Liverpool Street  
SYDNEY NSW 2000

Dear Deputy Registrar

## **Caveator's consent to registration of Lakes Ridge Planning Agreement**

**Caveator: Urban Land Redevelopment Pty Ltd**

**Registered Caveat: AQ595552**

**Planning Agreement between Central Coast Council, Rose Living Pty Limited, Alda Properties (Lake Munmorah) Pty Limited, Urban Land Redevelopment Pty Limited, and Robin Ernest Becker and Roxanne Annette Becker, dated 21/06/2023**

**Land: Lot 83 in DP650114**

We refer to the 11R Request form for registration of a Planning Agreement (**Request**) dated 21/06/2023 between Central Coast Council, Rose Living Pty Limited, Alda Properties (Lake Munmorah) Pty Limited, Urban Land Redevelopment Pty Limited, and Robin Ernest Becker and Roxanne Annette Becker (**Lakes Ridge Planning Agreement**).

Urban Land Redevelopment Pty Ltd ACN 645 826 160 is the caveator under Caveat AQ595552 which is registered on title to Lot 83 in DP650114.

Urban Land Redevelopment Pty Ltd hereby provides its consent as registered caveator to lodgement and registration of the Request.

Yours faithfully

Urban Land Redevelopment Pty Ltd

19/07/2023

NSW Land Registry Services

**Caveator's consent to registration of Lakes Ridge Planning Agreement**

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**Executed by Urban Land  
Redevelopment Pty Ltd ACN 645 826 )  
160:**

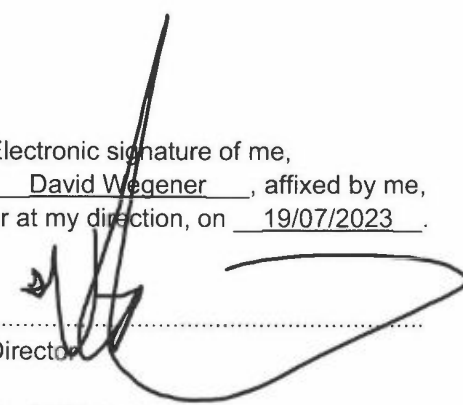
Electronic signature of me,  
Alice Joy, affixed by me,  
or at my direction, on 19/07/2023.

  
.....  
Company Secretary/Director

Alice Joy

.....  
Name of Company Secretary/Director  
(print)

Electronic signature of me,  
David Wegener, affixed by me,  
or at my direction, on 19/07/2023.

  
.....  
Director

David Wegener

.....  
Name of Director (print)



18/07/2023

Deputy Registrar  
NSW Land Registry Services  
Level 30/175 Liverpool Street  
SYDNEY NSW 2000

Dear Deputy Registrar

**Mortgagee's consent to registration of Lakes Ridge Planning Agreement**

**Mortgagee: Payton Capital Ltd**

**Registered Mortgage: AS646744**

**Planning Agreement between Central Coast Council, Rose Living Pty Limited, Alda Properties (Lake Munmorah) Pty Limited, Urban Land Redevelopment Pty Limited, and Robin Ernest Becker and Roxanne Annette Becker, dated 21/06/2023.**

**Land: Lot 27 in DP755266**

We refer to the 11R Request form for registration of a Planning Agreement (**Request**) dated 21/06/2023 between Central Coast Council, Rose Living Pty Limited, Alda Properties (Lake Munmorah) Pty Limited, Urban Land Redevelopment Pty Limited, and Robin Ernest Becker and Roxanne Annette Becker (**Lakes Ridge Planning Agreement**).

Payton Capital Ltd ACN 163 122 478 is the mortgagee under Mortgage AS646744 which is registered on title to Lot 27 in DP755266.

Payton Capital Ltd hereby provides its consent as registered mortgagee to lodgement and registration of the Request.

Yours faithfully

Payton Capital

18/07/2023

NSW Land Registry Services

**Mortgagee's consent to registration of Lakes Ridge Planning Agreement**

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Executed by Payton Capital Ltd ACN

163 122 478:



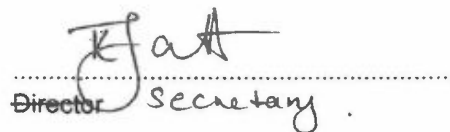
Director

*Robert Fellows* Robert Fellows

Name of Director

Executed by Payton Capital Ltd ACN

163 122 478:



Director

*Kelly Jarrett* Secretary

*Kelly Jarrett*

Name of Director



ABN 12 004 044 937

Deputy Registrar  
NSW Land Registry Services  
Level 30/175 Liverpool Street  
SYDNEY NSW 2000

Dear Deputy Registrar

### **Mortgagee's consent to registration of Lakes Ridge Planning Agreement**

**Mortgagee: National Australia Bank Limited**

**Registered Mortgage: AS907516**

**Planning Agreement between Central Coast Council, Rose Living Pty Limited, Alda Properties (Lake Munmorah) Pty Limited, Urban Land Redevelopment Pty Limited, and Robin Ernest Becker and Roxanne Annette Becker, dated**

**Land: Lot 1 in DP626787**

We refer to the 11R Request form for registration of a Planning Agreement (**Request**) dated 21 July 2023 between Central Coast Council, Rose Living Pty Limited, Alda Properties (Lake Munmorah) Pty Limited, Urban Land Redevelopment Pty Limited, and Robin Ernest Becker and Roxanne Annette Becker (**Lakes Ridge Planning Agreement**).

National Australia Bank Limited ACN 004 044 937 (**NAB**) is the mortgagee under Mortgage AS907516 which is registered on title to Lot 1 in DP626787.

NAB hereby provides its consent as registered mortgagee to lodgement and registration of the Request.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Bowles', with a long, sweeping horizontal line extending to the right.

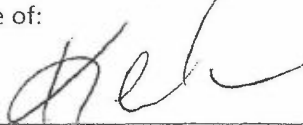
Mark Bowles

Senior Business Banking Manager

Date  
NSW Land Registry Services  
**Mortgagee's consent to registration of Lakes Ridge  
Planning Agreement**

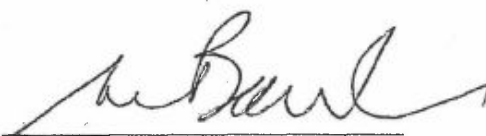
---

Executed on behalf of **National  
Australia Bank Limited** by its  
Attorney who holds the position of  
Level 2 Attorney under Power of  
Attorney dated 1 March 2007 in the  
presence of:

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

KANDY WONG  
\_\_\_\_\_  
Name of Witness (print)

2 Carrington Street, Sydney, NSW  
\_\_\_\_\_  
Address of witness:

  
\_\_\_\_\_  
Signature of Attorney

MARK BOWLES  
\_\_\_\_\_  
Name of Attorney (print)

National Australia Bank Limited  
\_\_\_\_\_  
Signing on behalf of:

4512  
\_\_\_\_\_  
Power of attorney-Book:

39  
\_\_\_\_\_  
-No:



The Registrar General  
NSW Land Registry Services  
Level 30, 175 Liverpool Street  
SYDNEY NSW 2000

Dear Registrar General

**Caveat:** AI440806  
**Caveator:** Vodafone Network Pty Limited ACN 081 918 461  
**Proprietor on Title:** Rose Living Pty Ltd  
**Property:** 295 Pacific Highway, Lake Munmorah NSW 2259 Folio Identifier 438/755266


We, Vodafone Network Pty Limited ACN 081 918 461, being the Caveator under Caveat AI440806, consent to the registration of the:

1. Lake Munmorah Voluntary Planning Agreement between Rose Living Pty Ltd, Alda Properties (Lake Munmorah Pty Limited, Urban Land Redevelopment Pty Limited, Robin Ernest Becker and Roxanne Annette Becker, and the Central Coast Council, in respect to Folio 438/755266.


Yours sincerely

Dated: 28th day of JULY, 2023.

**Executed by Vodafone Network Pty** )  
**Limited ACN 081 918 461 by its attorney** )  
pursuant to Power of Attorney dated )  
22 January 2014 Registered Book 4662 )  
No. 196 who states that he/she has no )  
notice of revocation of the said Power of )  
Attorney in the presence of: )

  
Signature of Witness

Jonathan Molina  
Name of Witness (print)

  
Signature of Attorney

Barry Kezik  
Name of Attorney

LEVEL 1, 177 PACIFIC HIGHWAY  
NORTH SYDNEY NSW 2060.

ADDRESS OF WITNESS

dAustralia and New Zealand Banking Group Limited  
A.C.N. 005 357 522



**Customer Settlement Operations**

ANZ Productions Team

Tel : 1800 603 361

Locked Bag 38002 Docklands VIC 8012

Fax : 1800 118 291

Land Registry Services  
Level 30, 175  
Liverpool Street  
Sydney NSW 2000

12 July, 2023  
Our ref: 2029020

The Registrar  
NSW Land Registry Services  
Level 30, 175 Liverpool Street  
Sydney, NSW 2000

Dear NSW Land Registry Services,

**Customer: ROBIN ERNEST BECKER and ROXANNE ANNETTE BECKER**

**Property:**

**Certificate of Title: 83/650114**

**Mortgage Number(s): AC867873 and AF220915**

I refer to your letter regarding the above property.

ANZ as mortgagee consents to the following:  
-Voluntary Planning Agreement

As per new guidelines to NSW LRS, the CORD consent is no longer required by mortgagee to register, you can now register your documents with the NSW LRS directly.

If you require further assistance, please contact the ANZ Enquiries Line on 1800 603 361.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Hilda Wanigasuriya', written over a horizontal line.

**Hilda Wanigasuriya**  
Security Variations