

26 October 2022

The General Manager
Strathfield Municipal Council
65 Homebush Road
STRATHFIELD NSW 2135

Our Ref: MAD – 198890

Maurice Doria
Partner
maurice.doria@hallandwilcox.com.au
+61 2 8267 3835

Attn: Kandace Lindeberg, Manager, Planning, Place & Development and Joseph Gillies, Senior Planner

Dear Sirs

Strathfield Municipal Council and 3-5 Bridge Road Homebush West Pty Limited
Planning agreement – 3-5 Bridge Road Homebush West, NSW (Property)
Legal certificate

1 Introduction

We confirm that this letter is a legal certificate for the planning agreement in respect of the proposed development of the Property described in development application DA 2016 / 170 / 2. This legal certificate is provided to facilitate public notification of the planning agreement by the Council.

We were instructed in this project by:

- (a) Geoff Baker, General Counsel, until his departure from Council; and
- (b) Kandace Lindeberg, Manager, Planning, Place & Development and Joseph Gillies, Senior Planner Paul Johnston, Manager Development Assessments, following the departure of Geoff Baker.

2 Planning agreement

We enclose the following:

- (a) Planning agreement.
- (b) Explanatory note.

The planning agreement formally records the public benefits to be delivered by the proponent under the public benefit offer that accompanied development application DA 2016 / 170 / 2.

The attached documents are provided for the public notification purposes.

3 Key terms, material considerations and assumptions

The key terms of the planning agreement are set out in the table contained in schedule 1.

Material considerations relevant to this legal certification are set out in the table contained in schedule 2.

Assumptions and qualifications relevant to this legal certification are contained in schedule 3.

4 Legal certification

In our opinion the planning agreement and explanatory note:

- (a) reflect the commercial agreement reached between the parties as notified to us in our instructions;
- (b) comply with, and appropriately address, all applicable laws relevant to the planning agreement arrangements;
- (c) contain no unusual or onerous provisions that could materially affect the rights of Council other than as described in this letter, if any (see the material considerations in schedule 2);
- (d) are in a form appropriate for public notification; and
- (e) will formally record a legally binding agreement with the proponent upon signature by all parties after public exhibition.

This legal certification may not, without our prior consent, be:

- (a) relied on by any entity or person other than the Council and its relevant staff;
- (b) disclosed except to persons who in the ordinary course of the Council's business have access to its papers and records on the basis that they will make no further disclosure; or
- (c) filed with a government or other agency or otherwise made publicly available, except as required by law.

This legal certificate is strictly limited to the matters stated in it and does not apply by implication to other matters.

Please note that this legal certificate does not relate to planning agreement signature. The legal certificate will be reassessed after public notification is complete (including Council's assessment of any submissions received during public notification).

5 Public notification

The Council will arrange for public notification.

Subject to any matters that arise because of public notification, arrangements will be made for signature of the planning agreement after public notification. At that time, we will provide guidance on signature.

6 Concluding remark

Please let us know if you would like clarification of further information about any aspect of this legal certificate.

Yours faithfully

A handwritten signature in black ink, appearing to be 'M. J. Wilcox', with a horizontal line extending from the end.

Encl

Hall & Wilcox

Schedule 1 - Key terms

Capitalised terms in this schedule have the meaning given to them in the planning agreement.

Key term	Details
Council	Strathfield Municipal Council.
Developer	3-5 Bridge Road Homebush West Pty Limited.
Property	3-5 Bridge Road Homebush West, NSW.
Development consent	DA 2016 / 170 / 2.
Contribution	<p>The contributions provided under the planning agreement are summarised below:</p> <ul style="list-style-type: none"> (a) construction of an enlarged public access way in the area shown in the plans contained in Annexure C; and (b) dedication to the Council of the area shown in the plan contained in Annexure B. <p>No consideration (or other fee of any kind) is payable by the Council for the land dedication and works constructed in that land.</p> <p>Works must be completed, and land dedication occur, before an occupation certificate is issued for the development authorised by the development consent.</p>
Development contributions under section 7.11	The planning agreement does not exclude the application of section 7.11 of the Act to the development of the land.
Security	The developer must provide a bank guarantee as security for the performance by the proponent of its obligations under the planning agreement.
Registration	The planning agreement must be registered against the title to the Land.
Costs	The developer is responsible for the Council's costs and expenses in relation to the negotiation, preparation, signature and registration of the planning agreement.

Schedule 2 - Material considerations

Material considerations	Comments
Nil	

Schedule 3 – Assumptions and qualifications

Assumptions and qualifications	Comments
Capacity	All actions taken by the Council in relation to the planning agreement comply with the requirements or controls that apply under the Council's governance framework (including delegations) and applicable laws.
Feasibility	This legal certificate does not extend the feasibility (financial or commercial) of the planning agreement arrangements.
Complete	Our instructions address all commercial terms and other material matters relevant to the Transaction notified to us.
