



## ANNEXURE B

# LANDSCAPING PACKAGE

### Part of Lot 22 (374) Eleventh Road, Hilbert, Western Australia

The Seller hereby agrees to supply and install boundary fencing to behind the building line and landscaping to be placed on the land between the dwelling and the street kerb/pavement alignment (including automatic reticulation) as described in the SCHEDULE, (the "Landscaping Package"), all of which is to be carried out by the Seller, which shall be subject to the following terms and conditions:

- 1.** The Buyer shall complete construction of the dwelling in accordance with Local Authority approved plans including installation of:
  - a. a 240V power supply (3 pin socket) at the power supply meter box
  - b. ducting pursuant to clause 4 below
  - c. a stopcock water supply valve connected to the water supply connection to the dwelling on the land located below ground and within 1m of the water meter or at another location as agreed to by the sellers nominated landscaper; and,
  - d. verge crossovers and driveways,
- 2.** Within eighteen months of the Settlement Date otherwise the eligibility of the Buyer to claim from the Seller a Landscaping Package shall lapse.
- 3.** The Landscaping Package as installed by the Seller shall be the minimum landscaping improvements that shall be carried out on the land and shall be maintained by the Buyer.
- 4.** The Buyer shall not at any time up to 18 months following installation of the Landscaping Package vary any part of the Landscaping on the land unless with consent of the Seller.
- 5.** The Buyer shall construct below the driveway to the land and across the full width of the driveway a duct comprising a 90mm diameter Class 9 uPVC pipe laid within the land and at an offset of 1.8m from the front boundary of the land to a depth of 450mm.

- 6.** Upon completion by the Buyer of the dwelling on the land (which shall include construction of the driveway and crossover complete to the back of the street kerb line, the duct in accordance with Clause 4 above, essential retaining walls and general contouring, raking and cleanup of the land by the Buyer or the Buyer's builder sufficient for the Landscaping Package to be discharged unimpeded) the Buyer must notify the Seller contractors (see contact details in Clause 8 below) of the Buyer's readiness to accept performance of the Landscaping Package and must provide to the contractor's a site plan of the dwelling on the land drawn at 1:200 scale.
- 7.** The Seller shall commence the Landscaping Package within 45 days of receipt of valid notification by the Buyer of completion of the dwelling in accordance with Clause 5 above.
- 8.** If the Buyer fails to notify the Seller of the Buyer's readiness to accept performance of the Landscaping Package within 28 days of completion by the Buyer of any dwelling constructed upon the land, the Seller may enter upon the land after completion by the Buyer's of the said dwelling on the land to install a Landscaping Package notwithstanding any failure by the Buyer to comply with Clause 4 above and the Buyer hereby vests in the Seller a license to enter upon the land to install the Landscaping Package.
- 9.** Delivery of the Landscaping and Fencing Package shall be through the Seller's landscaping and fencing contractors whose details will be supplied to the Buyer by the Seller prior to settlement.
- 10.** The benefit of this Annexure to the Contract in the Buyer is personal and is not capable of assignment.
- 11.** The Seller may vary the contractors and their contact details referred to in Clause 8 above upon the giving of 14 days written notice to the Buyer.
- 12.** The Landscaping package will be of a waterwise, low nutrient requirement design sensitive to the proximity to the Wungong Brook.
- 13.** Should the buyer wish to upgrade any elements of the Landscaping Package then they will enter into an agreement with the landscaping contractor separate from this Landscaping Package and be required to pay the difference in cost of any changes.

Buyer ..... Date ...../...../.....

Buyer ..... Date ...../...../.....

Seller ..... Date ...../...../.....

## **SCHEDULE**

### **1. Design**

Sketch of Landscaping Package overlaid onto the 1:200 site plan supplied by the Buyer.

### **2. Fencing**

Supply and install 1.8m high Stratco Colorbond "Grey Ridge" colour zincalume panel fencing (or alternative manufacturer's equivalent) to the side and rear boundaries of the land.

### **3. Reticulation**

Supply and install an automatic system via a cut in valve to house supply from the Water Corporation main.

System to comprise:

- Pope by Toro 4 station auto controller Model No 1010339 or equivalent 300mm
- Garden risers & shrub head adaptors
- Automatic solenoids
- Toro nozzles
- Toro 50mm pop-ups or equivalent with filters to all lawn areas

### **4. Mulch**

Supply and install black garden mulch to all planted areas.

### **5. Lawn**

Supply and install up to 40sqm of instant roll-on lawn.

### **6. Planting**

Supply and install plants selected by the Seller from the Plant Selection List below:

- 1 feature tree (45L bag)
- 2 advanced feature shrubs (305mm)
- 8 assorted general shrubs (200mm)
- 8 assorted general shrubs (140mm)

### **7. Garden Edging**

Supply and install up to 10 lineal metres of garden edging to separate the turf and garden bed.