

Annexure B to Request

Parties: Shoalhaven City Council (in its capacity as the planning authority), Bunnings Properties Pty Limited (as registered proprietor).

Dated:

Planning Agreement - Bunnings South Ulladulla

Planning Agreement under section 7.4 of the
Environmental Planning and Assessment Act 1979 (NSW)

189 – 197 Princes Highway and Part of 2A Parsons Street, South Ulladulla

Shoalhaven City Council
ABN 59 855 182 344

Bunnings Properties Pty Limited
ABN 46 008 557 622

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This Deed is made on 27 March 2023

Parties

- 1 **Shoalhaven City Council** (ABN 59 855 182 344) of 36 Bridge Rd, Nowra NSW 2541 (the **Council**).
- 2 **Bunnings Properties Pty Limited** (ABN 46 008 557 622) of Level 8, 5 Rider Boulevard, Rhodes NSW 2138 (the **Developer**).

Recitals

- A On 28 January 2020, the Developer made the Development Application to Council.
- B On 6 August 2019, the Developer made an offer to Council to enter into a planning agreement on the terms of this Deed in connection with the Development Application.
- C This Deed requires the Developer to carry out the Works, components of which are identified within the Shoalhaven Contributions Plan. The Parties agree that the Works constitute a material public benefit to be used for or applied towards a public purpose, namely the provision of transport and other infrastructure relating to land.
- D The Works will be carried out pursuant to any Development Consent granted to the Development Application, and on land that already comprises Public Roads under the *Roads Act 1993* (NSW).
- E The parties agree that if Development Consent is granted to the Development Application, it will be granted subject to a condition that the consent is not to operate until all parties have executed this Deed.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Approval includes approval, consent, licence, permission or the like.

Bank Guarantee means an irrevocable and unconditional undertaking by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time to pay the face value of that undertaking (being such amount as is required under this Deed) on demand.

Building Work has the meaning given to that term in the EPA Act.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Sydney.

Certificate of Practical Completion has the meaning given to that term in clause 6.5(a)(ii).

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Construction Certificate has the meaning given to that term in the EPA Act.

Contributions Plan means the Shoalhaven Contributions Plan 2019 as amended, supplemented or substituted from time to time.

Contributions Plan Amount means the monetary contribution towards item 05ROAD4008 (or any contribution item that replaces 05ROAD4008) that would otherwise be payable by the Developer in respect of the Development pursuant to s7.11 of the EPA Act, had the parties not

entered into this Deed.

Contributions Plan Works means the part of the Works described in paragraphs (a) and (c) of the definition of 'Works' being works that form part of item 05ROAD4008 in the Contributions Plan.

CoRD Holder Consent means the electronic document lodged through an ELNO that provides consent to the registration of instruments and plans.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Council Contributions Payment Amount means the amount by which the Estimated Costs exceeds the Contribution Plan Amount calculated as at the time payment is made in accordance with clause 7(d)(ii).

Deed means this document.

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of the Works or any part of a Works.

Defects Liability Period in relation to a Stage of the Works means the period of 1 year commencing on the day immediately after a Certificate of Practical Completion is obtained for the Stage of the Works under clause 6.5(a)(ii).

Development means the development of the Development Land, the subject of a Development Consent, for the purposes of a Bunnings warehouse, including:

- (a) consolidation and subdivision of Lots 1-5 in DP 21356 and Lot 23 in DP 1082957 into:
 - (i) a single lot comprising the Development Land; and
 - (ii) a residual lot comprising the part of Lot 23 in DP 1082957 that will not form part of the Development Land;
- (b) demolition of existing structures on the Development Land;
- (c) clearing and earthworks on the Development Land;
- (d) construction of a new building on the Development Land to be used for the purposes of 'hardware and building supplies' and 'garden centre'; and
- (e) the road upgrades which comprise the Works as generally shown in the preliminary designs in Annexure A.

Development Application means development application number DA20/1068 made by the Developer to Council on 28 January 2020 seeking development consent for the Development.

Development Consent means a development consent granted under the EPA Act in respect of the Development Application as modified from time to time.

Development Land means the land comprised in Lots 1 – 5 in Deposited Plan 21356 and part of Lot 23 in DP 1082957 as shown in Schedule 2, as consolidated or subdivided from time to time.

Dispute has the meaning given to that term in clause 10.

ELNO has the same meaning as in the *Electronic Conveyancing National Law* (NSW).

Emergency means an emergency due to an actual or imminent occurrence (such as but not limited to fire, flood, storm, earthquake, explosion, terrorist act, accident, epidemic or warlike action) which:

- (a) endangers, or threatens to endanger, the safety or health of persons or animals;
- (b) destroys or damages, or threatens to destroy or damage, property; or

(c) causes a failure of, or a significant disruption to, an essential service or infrastructure.

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

Estimated Costs means the estimated costs for constructing the Contributions Plan Works determined by the Independent Quantity Surveyor in accordance with clause 6.3(a).

Financial Year means a 12 month period commencing on 1 July and ending on 30 June.

Independent Quantity Surveyor means a suitably qualified and experienced quantity surveyor who is independent of the parties.

Index Number means the quarterly Consumer Price Index for Sydney (All Groups) published by the Australian Bureau of Statistics.

Occupation Certificate has the meaning given to that term in the EPA Act.

Practical Completion, in respect of a Work or a Stage of the Works means when the Work or Stage is complete except for minor defects:

- (a) which do not prevent the Works from being reasonably capable of being used for their stated purpose;
- (b) which the Roads Authority determines the Developer has reasonable grounds for not promptly rectifying; and
- (c) the rectification of which will not prejudice the convenient use of the Works.

Public Road has the meaning given to that term in the *Roads Act 1993* (NSW).

Rectification Notice means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct.

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

Registrar General has the same meaning given to that term under the *Real Property Act 1900* (NSW).

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Roads Authority has the same meaning given to that term under the *Roads Act 1993* (NSW) in respect of any Public Road in, on or over which the Works, or part of the Works, will be carried out and includes TfNSW when exercising the functions of a roads authority under section 64 of the *Roads Act 1993* (NSW).

Road Works Account has the meaning given to that term in clause 7(b).

Road Work Funds has the meaning given to that term in clause 7(a).

S138 Consent means a consent referred to in s138 of the *Roads Act 1993* (NSW).

Security Amount means the estimated costs for constructing the Works determined by the Independent Quantity Surveyor in accordance with clause 6.3(a).

Stage means a component of the Works comprising all or part of the Works, at the Developer's discretion.

Tax includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding that is levied or imposed by a Governmental Agency, and any related interest, penalty, charge, fee or other amount.

Works means all works required to design and construct the following road upgrades as generally shown in the preliminary designs in Annexure A:

- (a) a roundabout at the intersection of Princes Highway and Dowling Street;
- (b) a median within the Princes Highway road reserve; and
- (c) the extension of St Vincent Street across the western boundary of the Development Land.

Works Authorisation Deed means an agreement between the Developer and a Roads Authority in relation to the carrying out one or more Stages of the Works in, on or over a Public Road.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a clause, Schedule or Annexure is a reference to a clause of, or Schedule or Annexure to, this Deed.
 - (vi) A reference to an agreement or document (including a reference to this Deed or this Planning Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, to that agreement or document.
 - (vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (viii) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
 - (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (x) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
 - (xi) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
 - (xii) A reference to *dollars* or \$ is to Australian currency.

- (xiii) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (xiv) A reference to time is to Sydney time.
- (xv) A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.
- (xvi) A *month* means a calendar month.
- (xvii) A reference to year is a reference to each successive period of 12 months, commencing on the date this Deed comes into operation in accordance with clause 4.

2 Planning Agreement under the EPA Act

- (a) The parties agree that this Deed is a planning agreement within the meaning of section 7.4 of the EPA Act.
- (b) Schedule 1 of this Deed summarises the requirements for planning agreements under section 7.4 of the EPA Act and the way this Deed addresses those requirements.

3 Application of this Agreement

This Deed applies to:

- (a) the Development,
- (b) the Development Land, and
- (c) the Public Roads in, on or over which the Works will be carried out.

4 Operation of this Deed

This Deed commences on and from the date that it is duly executed by all parties.

5 Application of sections 7.11, 7.12 and 7.24 of the EPA Act

The application of sections 7.11, 7.12 and 7.24 of the EPA Act are excluded to the extent stated in Schedule 1.

6 Contributions to be made under this Deed

6.1 Provision of the Works

- (a) The Developer is to carry out and complete the Works in accordance with this Deed and pursuant to any Development Consent authorising the Works.
- (b) Prior to the issue of any Construction Certificate for any Building Work as part of the Development, and prior to commencing the Works, the Developer must:
 - (i) submit to Council and the relevant Roads Authority detailed design plans for the Works that are designed to meet the relevant Roads Authority's requirements and AUSTRROADS and other relevant standards, and be endorsed by a suitably qualified practitioner; and
 - (ii) obtain the Council's and the relevant Roads Authority's written approval of the detailed design plans for the Works; and

- (iii) if required by any relevant Roads Authority, enter into a Works Authorisation Deed for the Works, on such terms and conditions as are consistent with the requirements of this Deed.
- (c) The parties agree and acknowledge that the Works serve the public purpose by the provision of transport or other infrastructure relating to land in accordance with s7.2(2)(c) of the EPA Act.
- (d) The Works will be carried out and completed by the Developer at no cost to Council or the relevant Roads Authority.
- (e) The Parties agree that each of the requirements of clause 6.1(b) is a restriction on the issue of a Construction Certificate for the purposes of clause 146A of the Regulation.

6.2 Prior to commencing the Works

Prior to commencing the Works, the Developer must:

- (a) obtain any approvals required under section 138 of the *Roads Act 1993* for the carrying out of the Works; and
- (b) pay to Council and the relevant Roads Authority any fees charged by them associated with the review of the detailed design plans and specifications for the Works.

6.3 Determination of Estimated Costs and Security Amount

- (a) Within 20 Business Days following the date on which the Council and the relevant Roads Authority provides its written approval of the detailed design plans for the Works in accordance with clause 6.1(b)(ii), the Parties must appoint an Independent Quantity Surveyor by agreement to determine:
 - (i) the reasonable estimated cost of constructing the Contributions Plan Works to the approved detail design plans for those works. (**Estimated Costs**); and
 - (ii) the reasonable estimated cost of constructing the Works to the approved detail design plans for those works (**Security Amount**).
- (b) If the parties do not agree within 20 Business Days after the date on which the written approval to the detailed design plans for the Works is provided under clause 6.1(b)(ii) (or any further period agreed in writing by the parties) as to:
 - (i) the selection and compensation of an Independent Quantity Surveyor; and
 - (ii) the process and timetable to be adopted by the Independent Quantity Surveyor in determining the Estimated Costs and Security Amount;

the parties must request the President of the Australian Institute of Quantity Surveyors to select the Independent Quantity Surveyor and determine the Independent Quantity Surveyor's remuneration.
- (c) The Developer must pay any costs associated with engaging an Independent Quantity Surveyor in accordance with this clause 6.3.
- (d) The parties must procure that the Independent Quantity Surveyor will determine the Estimated Costs and the Security Amount within 20 Business Days of being requested to do so.
- (e) The Developer is not entitled to any payment in accordance with clause 7 until an Independent Quantity Surveyor appointed under this clause has determined the Estimated Costs.

- (f) The Independent Quantity Surveyor's determination of the Estimated Costs and the Security Amount is final and binding on the parties and clause 10 does not apply to that determination.
- (g) The Parties agree that:
 - (i) the determination of the Estimated Costs in accordance with this clause 6.3 is not a restriction on the issue of a Construction Certificate for the purposes of clause 146A of the Regulation; and
 - (ii) the Developer can commence the Works prior to the determination of the Estimated Costs.

6.4 Repair of damage

- (a) This clause 6.4 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with maintenance of that part of the Works prior to Practical Completion.
- (b) The Developer is to maintain the Works required to be carried out by the Developer under this Deed until a Certificate of Practical Completion is obtained for the Works under clause 6.5(a)(ii) or such later time as agreed between the parties.
- (c) The Developer is to carry out its obligation under clause 6.4(b) at its own cost and to the satisfaction of the Council.

6.5 Completion of the Works

- (a) Prior to the issue of the first Occupation Certificate for the Development, the Developer must:
 - (i) achieve Practical Completion of the Works;
 - (ii) in respect of all Stages of the Works, obtain written confirmation from the Roads Authority for each Stage of the Works that Practical Completion of that Stage of the Works has been achieved (**Certificate of Practical Completion**); and
 - (iii) provide a copy of each Certificate of Practical Completion to Council.
- (b) The Parties agree that each of the requirements of clause 6.5(a) is a restriction on the issue of an Occupation Certificate for the purposes of cl154E of the Regulation.

6.6 Rectification of Defects

- (a) This clause 6.6 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with rectification of Defects for that part of the Works.
- (b) The Council may give the Developer a Rectification Notice during the Defects Liability Period in respect of the Works.
- (c) The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council and the relevant Roads Authority.

6.7 Release

- (a) This clause 6.7 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with release of the Council from any Claim relating to that part of the Works.
- (b) The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Deed

except if, and to the extent that, the Claim arises because of the Council's negligence or default.

6.8 Indemnity

- (a) This clause 6.8 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with indemnity by the Developer in favour of the Council relating to that part of the Works.
- (b) The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

6.9 Insurance

- (a) This clause 6.9 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with the taking out of insurances referred to in this clause by the Developer for that part of the Works.
- (b) The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to the Works required to be carried out by the Developer under this Deed up until the Works are taken to have been completed in accordance with this Deed:
 - (i) contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
 - (ii) public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - (iii) workers compensation insurance as required by law, and
 - (iv) any other insurance required by law.
- (c) If the Developer fails to comply with clause 6.9(b), the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
 - (i) by calling upon any Bank Guarantee provided by the Developer to the Council under this Deed, or
 - (ii) recovery as a debt due in a court of competent jurisdiction.
- (d) The Developer is not to commence to carry out any part of the Works unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 6.9(b).

7 Contribution by Council

- (a) The Council agrees to deposit into its consolidated fund all monetary contributions received by the Council towards contribution item 05ROAD4008 in the Contributions Plan (the **Road Works Funds**) that are received pursuant to a condition of a development consent under s7.11 of the EPA Act or a planning agreement under s7.4 of the EPA Act.

- (b) The Road Works Funds will be held in the Council's consolidated fund and separately accounted for in accordance with s409(3) and (4) of the *Local Government Act 1993* (NSW) (the **Road Works Account**) and applied subject to this clause 7 in accordance with s7.3 of the EPA Act.
- (c) The Developer may request payment of the Road Works Funds from the Road Works Account:
 - (i) within 20 Business Days of the date on which the Developer satisfies all of the requirements of clause 6.5(a) in respect of the whole of the Works; and
 - (ii) within 20 Business Days of 1 July each year following the date on which the Developer satisfies all of the requirements of clause 6.5(a) in respect of the whole of the Works.
- (d) Within 15 Business Days of receiving a request by the Developer issued in accordance with clause 7(c), the Council must provide the Developer with:
 - (i) a statement of the Road Works Funds deposited into the Council's consolidated fund and accounted for as the Road Works Account during the financial year immediately preceding that request; and
 - (ii) subject to the provisions of this clause 7, payment of the Road Works Funds from the Road Works Account, by cheque payable to the Developer in the amount requested or, if the amount requested is more than the amount held in the Road Works Account at the time, the amount equivalent to the balance of the Road Works Funds in the Road Works Account.
- (e) Despite clause 7(d) the Council is only required to make a payment of the Road Works Funds from the Road Works Account if all the following matters are satisfied:
 - (i) the Developer has satisfied all of the requirements of clause 6.5(a) in respect of the whole of the Works;
 - (ii) all Rectification Notices that have been issued in respect of the Works have been complied with to the reasonable satisfaction of the Council and the relevant Roads Authority; ;
 - (iii) there are sufficient Road Works Funds in the Road Works Account to pay the amount (or part thereof) sought by the Developer; and
 - (iv) the payment, along with all previous payments made under this clause 7, does not exceed the Council Contributions Payment Amount.
- (f) If the whole of an amount sought to be paid by the Developer is not paid because there are insufficient Road Works Funds in the Road Works Account, the Developer will be entitled to make a further request for payment under clause 7(c) for any outstanding amount.
- (g) Nothing in this Deed requires the Council to make any payment towards the Works after 31 December 2039.
- (h) For the avoidance of doubt, nothing in this Deed:
 - (i) requires the Council to make a payment towards the Works otherwise than from the Road Works Funds in the Road Works Account in accordance with this clause 7; or
 - (ii) requires the Council to procure the entering into of any planning agreement under s7.4 of the EPA Act or impose a condition of development consent under s7.11 of

the EPA Act, requiring monetary contributions towards the Contributions Plan Works; or

- (iii) requires the Council to pay interest on any amount required to be paid under this Deed.

8 Registration

8.1 Registration of Deed

- (a) The Parties agree to register this Deed for the purposes of s7.6(1) of the Act progressively over the Development Land as and when the Developer becomes registered proprietor of any part of the Development Land.
- (b) Upon the commencement of this Deed, the Developer, at its own expense, is to deliver to the Council in registrable form in respect of any part of the Development Land which the Developer owns as at the commencement of this Deed:
 - (i) an instrument requesting the registration of this Deed on the title to that part of the Development Land duly executed by the registered proprietor of that land, and
 - (ii) the written irrevocable consent of each person, as required by the Registrar-General, who has an estate or interest in that part of the Development Land to the registration of this Deed on the title to that part of the Development Land and to the terms of this Deed;
 - (iii) the relevant certificates of title of that part of the Development Land, or evidence of manual production of the certificates of title at the NSW Land Registry Services or electronic lodgement of the relevant CoRD Holder Consents through an ELNO for the purposes of registering this Deed.
- (c) After the commencement of this Deed and within 7 Business Days of the date the Developer becoming registered proprietor of any other part of the Development Land, the Developer, at its own expense, is to deliver to the Council in registrable form the documents referred to in clause 8(b)(i) – (iii) in respect of that part of the Development Land.
- (d) Within 15 Business Days of the date on which the Developer delivers the documents referred to in clauses clause 8(b)(i) – (iii) in respect of any part of the Development Land and the Council signing those documents, the Council must lodge those documents for registration at NSW Land Registry Services.
- (e) The Council must promptly provide the Developer with copies of any requisitions made by the Registrar-General in respect of this Deed.
- (f) The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur including, without limitation, promptly responding to any requisitions made by the Registrar-General in respect of this Deed and/or any ancillary documents.
- (g) Without limiting clause 8.1(a) this Deed is to be registered on the whole of the Development Land prior to the issue of any Construction Certificate for any Building Work in the Development.
- (h) The Developer is to pay the Council's costs incurred in relation to the registration of this Deed.

- (i) The parties agree that each of the requirements of clause 8.1(g) is a restriction on the issue of a Construction Certificate for the purposes of clause 146A of the Regulation.

8.2 Release and discharge of Deed

- (a) The Council agrees to, at the cost of the Developer, do all things reasonably required by the Developer to promptly release and discharge this Deed with respect to any part of the Development Land upon the Developer satisfying all of its obligations under this Deed in respect of that part of the Development Land, and so that this Deed may be removed from the folios of the Register for the Development Land.

8.3 Planning Certificates

The Developer acknowledges that Council may, in its absolute discretion, make a notation under section 10.7(5) of the EPA Act about this Deed on any certificate issued under section 10.7 of the EPA Act relating to the land the subject of this Deed.

9 Enforcement

9.1 Default

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this Deed, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days (except in the case of Emergency).
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or Emergency.
- (c) If a party disputes the Default Notice, it may refer the dispute to dispute resolution under clause 10 of this Deed.
- (d) If the Developer fails to comply with a notice given under clause 9.1 relating to the carrying out of the Works under this Deed, the Council may step-in and remedy the breach and may use any equipment on the land on which the Works are being carried out for that purpose.

9.2 Developer to provide Security

- (a) The Developer must provide a Bank Guarantee to the Council prior to the issue of the first Construction Certificate for the Development.
- (b) The Bank Guarantee must:
 - (i) name the Council as the relevant beneficiary;
 - (ii) have a face value equal to the Security Amount;
 - (iii) be held as security for the Developer's obligations under this Deed; and
 - (iv) not have an expiry date.
- (c) The Parties agree that the requirement of clause 9.2(a) is a restriction on the issue of a Construction Certificate for the purposes of clause 146A of the Regulation.
- (d) If the Developer:
 - (i) enters into a Works Authorisation Deed or obtains a S138 Consent in relation to the Works; and

- (ii) provides security to a Roads Authority under that Works Authorisation Deed or S138 Consent which meets the definition of a Bank Guarantee in clause 1.1 of this deed,

then the face value of the Bank Guarantee required to be provided under this clause 9.2 will be reduced by the amount of the security provided under that Works Authorisation Deed or S138 Consent.

9.3 Claims under Bank Guarantees

- (a) The Council may:
 - (i) call upon the Bank Guarantee provided by the Developer where the Developer has failed to rectify a breach within the period of time specified in a Default Notice under clause 9.1; and
 - (ii) retain and apply such monies towards any costs and expenses incurred by the Council in rectifying any default by the Developer under this Deed.
- (b) The Council may call-up and apply the Bank Guarantee in accordance with this clause 9 to remedy any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- (c) If the Council calls-up the Bank Guarantee or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement or top-up Bank Guarantee to ensure that the amount of Bank Guarantee held by the Council equals the amount it is entitled to hold under this Deed.
- (d) Any costs incurred by the Council in remedying a breach in accordance with this clause 9 that are not met by calling up of a Bank Guarantee may be recovered by the Council as a debt due in a court of competent jurisdiction.

9.4 Release of Security

The Council will promptly return the Bank Guarantee or any unused part of it to the Developer upon:

- (a) a written request from the Developer; and
- (b) the Developer satisfying all of its obligations under this Deed.

10 Dispute Resolution

10.1 Negotiation

If there is a dispute or difference (**Dispute**) between the parties arising out of or in connection with this Deed, then within ten Business Days of a party notifying the other party in writing of the Dispute, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the Dispute by joint discussions.

10.2 Mediation

- (a) If the Dispute is not settled within ten Business Days of notification under clause 10.1, the parties will, if mutually agreed, submit the Dispute to mediation administered by the Australian Disputes Centre (**ADC**).
- (b) The mediator will be an independent person agreed between the parties from a panel suggested by the President of the ADC or, failing agreement, a mediator will be appointed by the President of the ADC.

- (c) All communications during the mediation are confidential and must be treated as made in the course of compromise and settlement negotiations for the purposes of the applicable rules of evidence and any professional secrecy protections provided by applicable law.
- (d) Each party will bear its own costs in connection with the mediation and will share equally the mediator's fees and costs.

10.3 Expert determination

If the Dispute is not settled within ten Business Days of notification under clause 10.1 and one of the following applies:

- (a) the Dispute is not submitted to mediation under clause 10.2 within a further 10 Business Days, or
- (b) the Dispute is submitted to mediation under clause 10.2 within a further 10 Business Days but is not resolved within 10 Business Days of submission to mediation, or
- (c) the parties otherwise agree that the dispute may be resolved by expert determination, then the parties may refer the Dispute to an expert, in which event:
 - (d) the Dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by the parties; and
 - (ii) in the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the Dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
 - (e) the expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
 - (f) the determination of the Dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
 - (g) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
 - (h) each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
 - (i) any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
 - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) the determination is in respect of, or relates to, termination or purported termination of this Deed by any party, in which event the expert is deemed to be giving a non-binding appraisal.

10.4 Court proceedings and other relief

- (a) A party may only start court proceedings in relation to a Dispute if the Dispute has not been resolved within 2 months of the notification under clause 10.1.
- (b) Clause 10.4(a) does not apply to a party seeking injunctive or other interlocutory relief.

10.5 Continuation of rights and obligations

Despite the existence of a dispute or difference each party must continue to perform this Deed.

11 Indexation of Amounts

On 1 July of each year, the Estimated Costs will be varied in accordance with the following formula.

$$P = \frac{A \times B}{C}$$

where:

P is the Estimated Costs that will apply for the following Year;

A is the Estimated Costs as determined in accordance with clause 6.3(a).

B is the Index Number last published before 1 July in the relevant Financial Year .

C is the Index Number last published before 1 July in the Financial Year in which the Estimated Costs were determined in accordance with clause 6.3(a).

12 GST

12.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

12.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this Deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

12.3 Reimbursement

Any payment or reimbursement required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

12.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 12.4.

12.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this Deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Council as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Council, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Council.

12.6 Non monetary consideration

Clause 12.5 applies to non-monetary consideration.

12.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 12.5 the Developer must assume the Council is not entitled to any input tax credit.

13 Assignment and transfer

13.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this Deed, the Developer seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Council which must not be unreasonably withheld where:
 - (i) the Council is satisfied (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) is financially capable of complying with this Deed and performing the Assigning Party's obligations under this Deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) the Assigning Party procures the execution of a deed by the Incoming Party with the Council on terms satisfactory to the Council (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this Deed as though the Incoming Party were the Assigning Party; and
 - (iii) the Council is satisfied, acting reasonably, that the Developer is not in breach of its obligations under this Deed.
- (b) The Assigning Party must pay the Council's reasonable legal costs and expenses incurred under this clause 13.1.

13.2 Right to transfer Land

- (a) Subject to clause 13.2(b), the Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Development Land.
- (b) The Developer may sell or transfer the whole or any part of the Development Land to a Transferee if prior to the proposed sale or transfer the Developer obtains the written consent of Council (which must not be unreasonably withheld or delayed) where:
 - (i) Council is satisfied, acting reasonably, that the proposed Transferee is financially capable of performing any of the remaining obligations of the Developer under this Deed or satisfies the Council, acting reasonably, that the Developer will continue to be bound by the terms of this Deed after the transfer has been effected;
 - (ii) the Assigning Party procures the execution of a deed by the Transferee with the Council on terms satisfactory to the Council, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this Deed as though the Transferee were the Developer; and
 - (iii) the Council is satisfied, acting reasonably, that the Developer is not in material breach of its obligations under this Deed.
- (c) The Developer must pay the Council's reasonable legal costs and expenses incurred under this clause 13.2.

14 Capacity

14.1 General warranties

Each party warrants to each other party that:

- (a) this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust, and
- (c) they have full capacity to enter into this Deed and are able to fully comply with their obligations under this Deed.

14.2 Power of attorney

If an attorney executes this Deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

15 General Provisions

15.1 Surrender of right of appeal, etc.

The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to the terms of this Deed.

For the avoidance of doubt, nothing in this clause prevents the Developer from appealing against or seeking to modify conditions of the consent which do not relate to the terms of this Deed.

15.2 Entire Agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

15.3 Amendment

This Deed may be amended only by another Deed executed by all the parties in accordance with clause 25C and 25D of the Regulation.

15.4 No Waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Deed does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

15.5 Further Assurances

Each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

15.6 Time for doing acts

- (a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this Deed;

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

15.7 Severability of Provisions

Any provision of this Deed that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

15.8 Termination

Termination of this Deed does not affect any accrued rights or remedies of either party.

15.9 No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

15.10 No Agency or Partnership

Nothing in this Deed is to be construed as constituting an agency, partnership, joint venture, or any other form of association between the parties in which one party may be liable for the acts or omissions of any other party. No party has the authority to incur any obligation or make any representation or warranty on behalf of, or to pledge the credit of, any other party.

15.11 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Deed.

15.12 No fetter

Nothing in this Deed is to be construed as requiring the Council to do anything that would cause the Council to breach any of the Council's obligations at law and without limitation, nothing in this Deed shall be construed as limiting or fettering in any way the discretion of the Council in exercising any of the Council's statutory functions, powers, authorities or duties.

15.13 Explanatory note

The Explanatory Note must not be used to assist in construing this Deed.

15.14 Expenses and stamp duty

- (a) The Developer must pay its own costs.
- (b) The Developer must pay the Council's reasonable legal costs, valuation costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed, to a maximum value of \$20,000 plus GST.
- (c) The Developer must pay all Tax assessed on or in respect of this Deed and any instrument or transaction required or contemplated by or necessary to give effect to this Deed (including stamp duty and registration fees, if applicable).

- (d) In circumstances where:
- (i) the Council has issued a Default Notice; or
 - (ii) the Council obtains injunctive relief in the NSW Land and Environment Court for an actual, threatened or apprehended breach of this Deed by the Developer,
- the Developer must pay the Council's reasonable legal costs of enforcing this Deed.

15.15 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:
 - (i) to the Developer: Address: Level 8, 5 Rider Boulevard,
Rhodes NSW 2138
Fax No: (02) 9846 - 7530
Email: pdrew@bunnings.com.au and
TWilkinson@bunnings.com.au
Attention: Philip Drew and Tim Wilkinson
 - (ii) to the Council: Address: 36 Bridge Rd, Nowra NSW
2541
Fax No: (02) 4422 1816
Email:
bryan.netzler@shoalhaven.nsw.gov.au
Attention: Bryan Netzler
- (c) will be conclusively taken to be duly given or made and received:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;
 - (iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country);
 - (iv) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error; and
 - (v) in the case of email, at the earliest of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

- (B) the time that the intended recipient confirms receipt of the email by reply email; and
- (C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made and received:

- (vi) in the case of delivery by hand, post or fax, at a time that is later than 5pm;
- (vii) in the case of delivery by email, at a time that is later than 7pm; or
- (viii) on a day that is not a Business Day,

in the place specified by the intended recipient as its postal address under clause 15.15(b), it will be conclusively taken to have been duly given or made and received at the start of business on the next Business Day in that place.

15.16 Governing Law and Jurisdiction

This Deed is governed by the laws applicable in New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

15.17 Counterparts and Electronic Signatures

(a) Counterparts

This document may be executed in any number of counterparts. Each counterpart constitutes an original of this document, all of which together constitute one instrument. A party who has executed a counterpart of this document may exchange it with another party by emailing a pdf (portable document format) copy of, the executed counterpart to that other party, and if requested by that other party, will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity of this document.

(b) Electronic signing

A party may execute this document as well as any modifications to it by electronic means (including by electronic signature or by email of a signed document in PDF or scanned format). The parties agree and intend that such signature by electronic means or by email in PDF or scanned format will bind the party so signing with the same effect as though the signature were an original signature.

(c) The parties to this document acknowledge and agree that:

- (i) they consent to the use of the electronic signatures and this document proceeding by electronic means; and
- (ii) they intend to be legally bound by the terms of this document on which the electronic signatures have been placed.

Schedule 1**Table 1 - Requirements under section 7.4 of the EPA Act (clause 2(b))**

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

Requirement under the Act	This Agreement
Planning instrument and/or development application – (section 7.4(2)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	<ul style="list-style-type: none"> (a) No (b) Yes (c) No
Description of land to which this Agreement applies – (section 7.4(3)(a))	See definition of Development land in clause 1.1.
Description of development to which this Agreement applies – (section 7.4(3)(b))	See definition of Development in clause 1.1.
Description of change to the environmental planning instrument to which this Agreement applies – (section 7.4(3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this Agreement – (section 7.4(3)(c))	See definition of Works in clause 1.1, clause 6 and Annexure A
Applicability of sections 7.11 and 7.12 of the EPA Act – (section 7.4(3)(d))	<p>The application of section 7.11 of the EPA Act is excluded in respect of the Development to the extent it enables the Council to impose contributions in respect of the works which are the subject of contribution item 05ROAD4008 in the Contributions Plan, and only to the extent of the amount of the Estimated Costs.</p> <p>The application of section 7.11 of the EPA Act is otherwise not excluded in respect of the Development.</p> <p>The application of section 7.12 of the EPA Act is excluded in respect of the Development.</p>

Requirement under the Act	This Agreement
Applicability of section 7.24 of the EPA Act – (section 7.4(3)(d))	The application of section 7.24 of the EPA Act is not excluded in respect of the Development.
Consideration of benefits under this Agreement if section 7.11 applies – (section 7.4(3)(e))	N/A
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 10
Enforcement of this Agreement – (section 7.4(3)(g))	See clause 9
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 15.12

Table 2 – Other matters

Requirement under the Act	This Agreement
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the Agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 6.1(c))
Whether the Planning Agreement specifies that certain requirements of the Agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 6.5(a))
Whether the Planning Agreement specifies that certain requirements of the Agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	No

Schedule 2

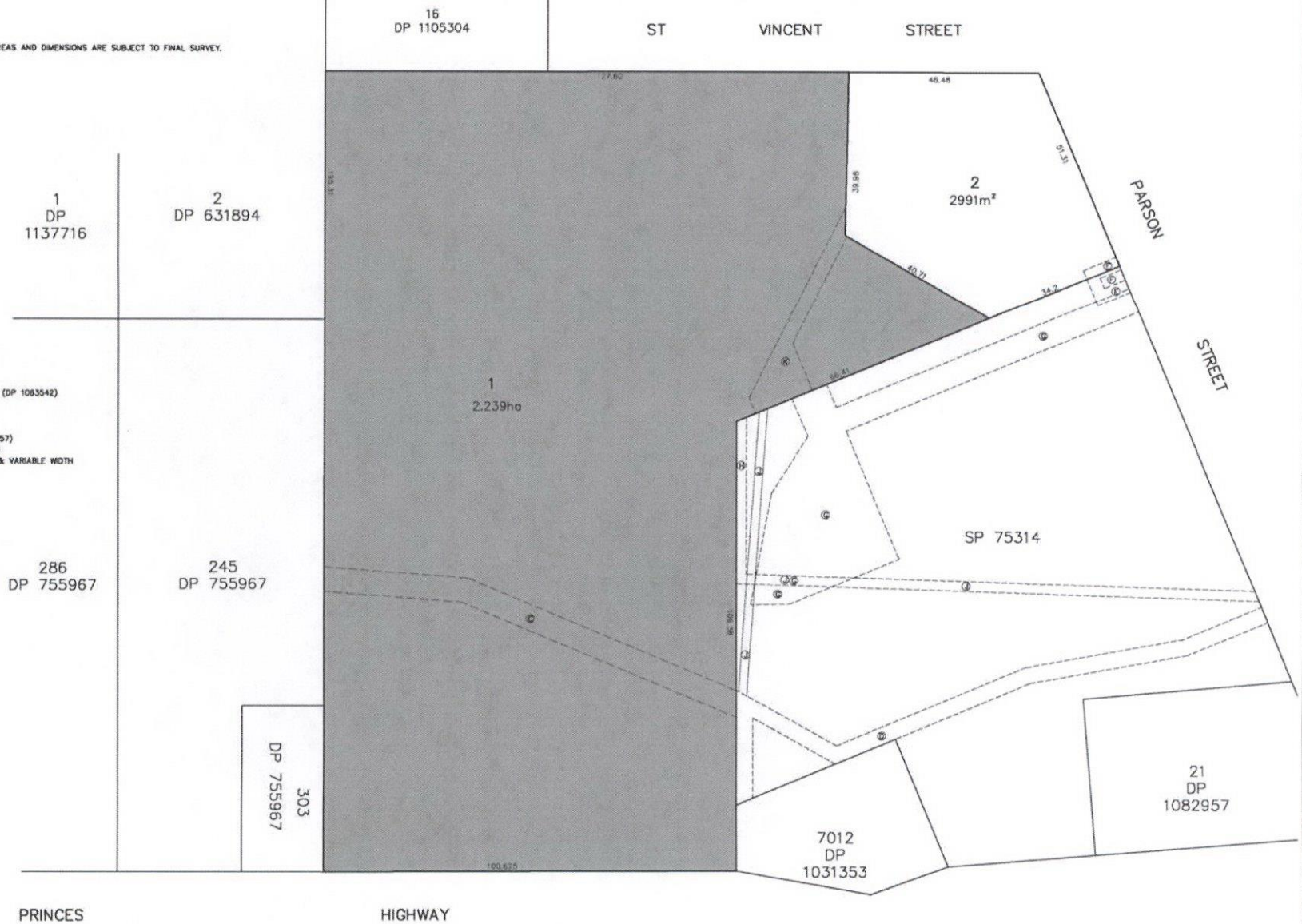
Development Land



NOTE: ALL AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY.

Page 28 of 32

- ① EASEMENT TO DRAIN WATER 6 WIDE (DP1044650)
- ② EASEMENT FOR DRAINAGE OF WATER 4 WIDE & VARIABLE (DP 1063542)
- ③ RESTRICTION ON THE USE OF LAND (DP 1063542)
- ④ EASEMENT FOR PADMOUNT SUBSTATION (DP 1063542)
- ⑤ RIGHT OF ACCESS VARIABLE WIDTH WIDE (DP 1082957)
- ⑥ EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE (DP 1082957)
- ⑦ EASEMENT FOR DRAINAGE OF WATER 2 WIDE (DP 1082957)
- ⑧ PROPOSED EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE & VARIABLE WIDTH



Liability limited by a scheme approved under Professional Standards Legislation

REDUCTION RATIO
1:500 @ A1 SIZE
1:1000 @ A3 SIZE

DATUM
AHD
CONTOUR INTERVAL 0.5m

WARNING NOTE:
THE INFORMATION SHOWN ON THIS PLAN (OR THE DATA TRANSMITTED HEREIN) IS CORRECT AS AT 30/09/19 AND HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF BUNNINGS GROUP LIMITED.
THESE WARNING NOTES MUST NOT BE REMOVED FROM THIS ELECTRONIC FILE. IF THESE NOTES ARE REMOVED SET CONSULTANTS PTY LTD IS RELIEVED OF ALL RESPONSIBILITY AND LIABILITY RELATING TO ANY SUBSEQUENT USE OF THE INFORMATION CONTAINED WITHIN THIS FILE.
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SURVEY AT		AMENDMENTS		BY	DATE
DESIGN	AM	A - ORIGINAL ISSUE	SET	25JUN19	
DRAWN	MM	B - UPDATED PLANS	SET	30JUL19	
CHECKED	MM				
APPROVED					



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NSW 2000
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www.setconsultants.com.au

SKETCH PLAN PROPOSED SUBDIVISION OF
LOT 23 DP 1082957
& LOTS 1-5 DP 21356
PRINCES HIGHWAY & ST VINCENT ST, ULLADULLA
FOR BUNNINGS GROUP LIMITED

SHEET	1	OF	1	SHEETS
REF. No.	103688			

Each attorney executing this Deed states that he or she has no notice of the revocation or suspension of his or her power of attorney.

Executed and delivered as a Deed in Sydney.

Executed as a deed by **Shoalhaven City**

Council (ABN 59 855 182 344) pursuant to

s377 *Local Government Act 1993* and resolution

of the Council on 11 April 2022: (and sub-delegation pursuant to s.378 of the Local Government Act 1993 dated 21 November 2022):

CM'off.
Signature of Chief Executive Officer & delegate,
Director - City Futures

PAREY MCINTYRE

Print name

R. Marshall

Signature of witness

RACHEL MARSHALL

Print name

PO BOX 42, NOWRA NSW 2541

Address of witness

Executed as a deed in accordance with

section 127 of the *Corporations Act 2001* by

Bunnings Properties Pty Limited (ACN 46

008 557 622):

Director Signature

Print Name

Director/Secretary Signature

Print Name

Each of the Attorney and the witness states that this Deed was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Annexure A to Planning Agreement

Preliminary Design Documents

LANDSCAPE SETBACK
AREA IN SITE 12m SETBACK 1207m²
LANDSCAPE AREA 797.5m²
PERCENTAGE OF LANDSCAPING 66.1 %

SHOALHAVEN CITY COUNCIL
Environmental Planning & Assessment Act, 1979
SECTION 4.55 MODIFICATION APPLICATION

DEVELOPMENT CONSENT NO: DA20/1068	Dated: 11/4/22
SEC 4.55 MODIFICATION NO: DS22/1365	Dated: 9/1/23
These are the plans referred to in the Modification of Development Consent	
Note: Approval of the works shown on this plan is subject to compliance with the conditions of the Development Consent.	



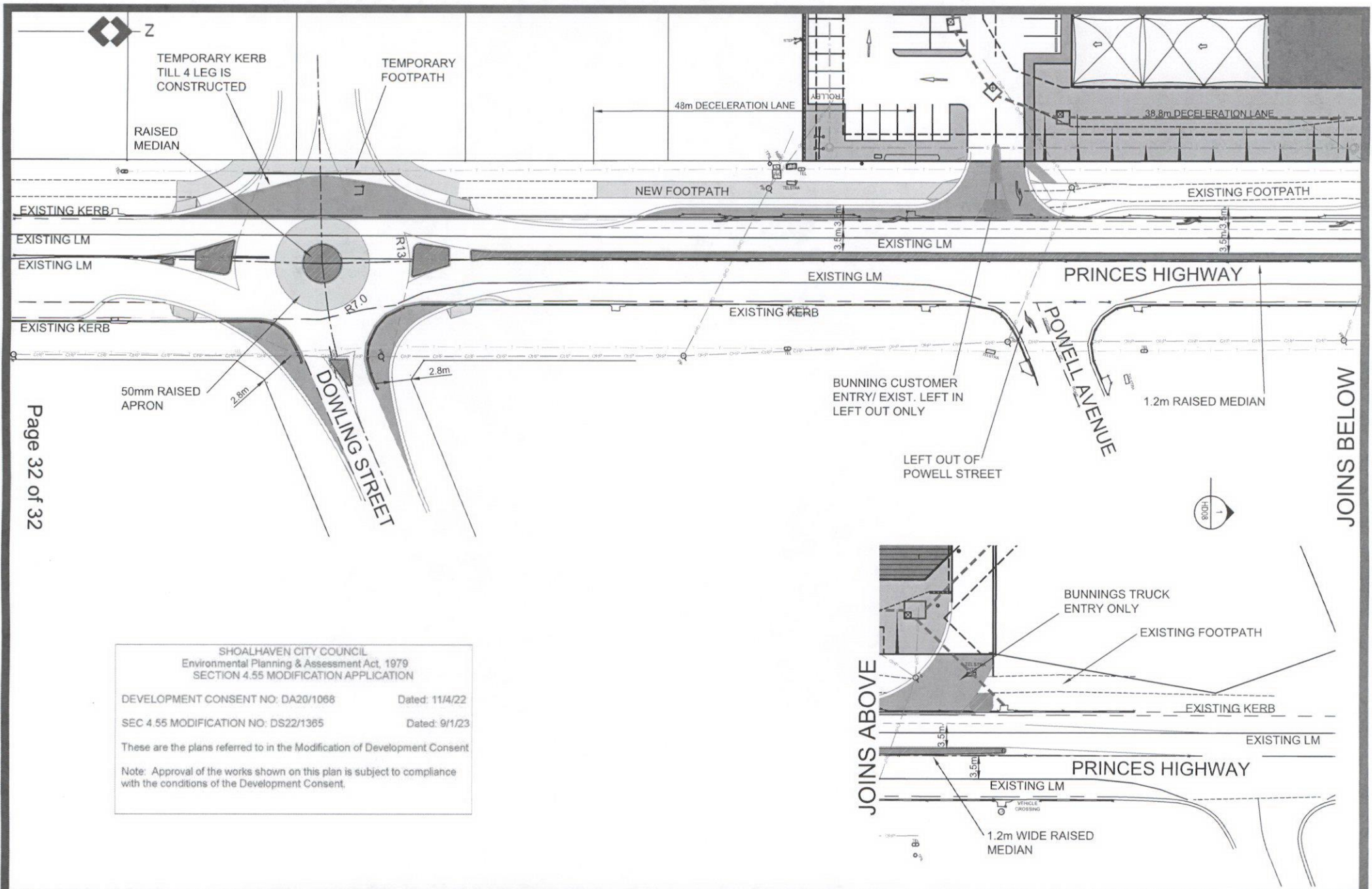
KEVIN URANE 0412009891

High Definition Design Pty Ltd



BUNNINGS
warehouse

Date: 11.05.17		Scale: 1:1000 A3		Designed: KU		Project No.	
Cad Ref: HD134r24						HD134	
22	AMEND ROAD WORKS	KU	08.06.20			Drawing No	Revision
24	UPDATE PLANS TO INCLUDE ENGINEERING COMMENTS	KU	13.11.20				
23	RMS COMMENTS	KU	20.09.20				
No	Amendment	Drawn	Date			HD03	24



TITLE: PROPOSED BUNNINGS
LOT 1,2,3,4,5 DP21356
PRINCES HIGHWAY, ULLADULA
PRINCES HIGHWAY ROAD WORKS

0 5 10 15 20 25m
1:500 @A3

High Definition Design Pty Ltd
KEVIN URANE 0412009891

BUNNINGS
warehouse

Date: 11.05.17	Scale: 1:500 A3	Designed: KU	Project No
Cad Ref: HD134r24			HD134
23 RMS COMMENTS	KU	25.08.20	Drawing No
22 RMS COMMENTS	KU	21.05.20	Revision
24 UPDATE PLANS TO INCLUDE ENGINEERING COMMENTS	KU	13.11.20	HD12
No	Amendment	Drawn	Date
			24

Annexure B to Request

Parties: Shoalhaven City Council (in its capacity as the planning authority), Bunnings Properties Pty Limited (as registered proprietor).

Dated:

Planning Agreement - Bunnings South Ulladulla

Planning Agreement under section 7.4 of the
Environmental Planning and Assessment Act 1979 (NSW)

189 – 197 Princes Highway and Part of 2A Parsons Street, South Ulladulla

Shoalhaven City Council

ABN 59 855 182 344

Bunnings Properties Pty Limited

ABN 46 008 557 622

The Allens contacts for this document are Felicity Rourke (Partner) and Rebecca Pleming (Managing Associate).

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DocuSigned by:
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DocuSigned by:
Rachael J McVitty
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This Deed is made on

Parties

- 1 **Shoalhaven City Council** (ABN 59 855 182 344) of 36 Bridge Rd, Nowra NSW 2541 (the **Council**).
- 2 **Bunnings Properties Pty Limited** (ABN 46 008 557 622) of Level 8, 5 Rider Boulevard, Rhodes NSW 2138 (the **Developer**).

Recitals

- A On 28 January 2020, the Developer made the Development Application to Council.
- B On 6 August 2019, the Developer made an offer to Council to enter into a planning agreement on the terms of this Deed in connection with the Development Application.
- C This Deed requires the Developer to carry out the Works, components of which are identified within the Shoalhaven Contributions Plan. The Parties agree that the Works constitute a material public benefit to be used for or applied towards a public purpose, namely the provision of transport and other infrastructure relating to land.
- D The Works will be carried out pursuant to any Development Consent granted to the Development Application, and on land that already comprises Public Roads under the *Roads Act 1993* (NSW).
- E The parties agree that if Development Consent is granted to the Development Application, it will be granted subject to a condition that the consent is not to operate until all parties have executed this Deed.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Approval includes approval, consent, licence, permission or the like.

Bank Guarantee means an irrevocable and unconditional undertaking by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time to pay the face value of that undertaking (being such amount as is required under this Deed) on demand.

Building Work has the meaning given to that term in the EPA Act.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Sydney.

Certificate of Practical Completion has the meaning given to that term in clause 6.5(a)(ii).

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Construction Certificate has the meaning given to that term in the EPA Act.

Contributions Plan means the Shoalhaven Contributions Plan 2019 as amended, supplemented or substituted from time to time.

Contributions Plan Amount means the monetary contribution towards item 05ROAD4008 (or any contribution item that replaces 05ROAD4008) that would otherwise be payable by the Developer in respect of the Development pursuant to s 7.11 of the EPA Act, had the parties not

entered into this Deed.

Contributions Plan Works means the part of the Works described in paragraphs (a) and (c) of the definition of 'Works' being works that form part of item 05ROAD4008 in the Contributions Plan.

CoRD Holder Consent means the electronic document lodged through an ELNO that provides consent to the registration of instruments and plans.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Council Contributions Payment Amount means the amount by which the Estimated Costs exceeds the Contribution Plan Amount calculated as at the time payment is made in accordance with clause 7(d)(ii).

Deed means this document.

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of the Works or any part of a Works.

Defects Liability Period in relation to a Stage of the Works means the period of 1 year commencing on the day immediately after a Certificate of Practical Completion is obtained for the Stage of the Works under clause 6.5(a)(ii).

Development means the development of the Development Land, the subject of a Development Consent, for the purposes of a Bunnings warehouse, including:

- (a) consolidation and subdivision of Lots 1-5 in DP 21356 and Lot 23 in DP 1082957 into:
 - (i) a single lot comprising the Development Land; and
 - (ii) a residual lot comprising the part of Lot 23 in DP 1082957 that will not form part of the Development Land;
- (b) demolition of existing structures on the Development Land;
- (c) clearing and earthworks on the Development Land;
- (d) construction of a new building on the Development Land to be used for the purposes of 'hardware and building supplies' and 'garden centre'; and
- (e) the road upgrades which comprise the Works as generally shown in the preliminary designs in Annexure A.

Development Application means development application number DA20/1068 made by the Developer to Council on 28 January 2020 seeking development consent for the Development.

Development Consent means a development consent granted under the EPA Act in respect of the Development Application as modified from time to time.

Development Land means the land comprised in Lots 1 – 5 in Deposited Plan 21356 and part of Lot 23 in DP 1082957 as shown in Schedule 2, as consolidated or subdivided from time to time.

Dispute has the meaning given to that term in clause 10.

ELNO has the same meaning as in the *Electronic Conveyancing National Law* (NSW).

Emergency means an emergency due to an actual or imminent occurrence (such as but not limited to fire, flood, storm, earthquake, explosion, terrorist act, accident, epidemic or warlike action) which:

- (a) endangers, or threatens to endanger, the safety or health of persons or animals;
- (b) destroys or damages, or threatens to destroy or damage, property; or

(c) causes a failure of, or a significant disruption to, an essential service or infrastructure.

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

Estimated Costs means the estimated costs for constructing the Contributions Plan Works determined by the Independent Quantity Surveyor in accordance with clause 6.3(a).

Financial Year means a 12 month period commencing on 1 July and ending on 30 June.

Independent Quantity Surveyor means a suitably qualified and experienced quantity surveyor who is independent of the parties.

Index Number means the quarterly Consumer Price Index for Sydney (All Groups) published by the Australian Bureau of Statistics.

Occupation Certificate has the meaning given to that term in the EPA Act.

Practical Completion, in respect of a Work or a Stage of the Works means when the Work or Stage is complete except for minor defects:

- (a) which do not prevent the Works from being reasonably capable of being used for their stated purpose;
- (b) which the Roads Authority determines the Developer has reasonable grounds for not promptly rectifying; and
- (c) the rectification of which will not prejudice the convenient use of the Works.

Public Road has the meaning given to that term in the *Roads Act 1993* (NSW).

Rectification Notice means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct.

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

Registrar General has the same meaning given to that term under the *Real Property Act 1900* (NSW).

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Roads Authority has the same meaning given to that term under the *Roads Act 1993* (NSW) in respect of any Public Road in, on or over which the Works, or part of the Works, will be carried out and includes TfNSW when exercising the functions of a roads authority under section 64 of the *Roads Act 1993* (NSW).

Road Works Account has the meaning given to that term in clause 7(b).

Road Work Funds has the meaning given to that term in clause 7(a).

S138 Consent means a consent referred to in s138 of the *Roads Act 1993* (NSW).

Security Amount means the estimated costs for constructing the Works determined by the Independent Quantity Surveyor in accordance with clause 6.3(a).

Stage means a component of the Works comprising all or part of the Works, at the Developer's discretion.

Tax includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding that is levied or imposed by a Governmental Agency, and any related interest, penalty, charge, fee or other amount.

Works means all works required to design and construct the following road upgrades as generally shown in the preliminary designs in Annexure A:

- (a) a roundabout at the intersection of Princes Highway and Dowling Street;
- (b) a median within the Princes Highway road reserve; and
- (c) the extension of St Vincent Street across the western boundary of the Development Land.

Works Authorisation Deed means an agreement between the Developer and a Roads Authority in relation to the carrying out one or more Stages of the Works in, on or over a Public Road.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a clause, Schedule or Annexure is a reference to a clause of, or Schedule or Annexure to, this Deed.
 - (vi) A reference to an agreement or document (including a reference to this Deed or this Planning Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, to that agreement or document.
 - (vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (viii) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
 - (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (x) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
 - (xi) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
 - (xii) A reference to *dollars* or \$ is to Australian currency.

- (xiii) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (xiv) A reference to time is to Sydney time.
- (xv) A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.
- (xvi) A *month* means a calendar month.
- (xvii) A reference to year is a reference to each successive period of 12 months, commencing on the date this Deed comes into operation in accordance with clause 4.

2 Planning Agreement under the EPA Act

- (a) The parties agree that this Deed is a planning agreement within the meaning of section 7.4 of the EPA Act.
- (b) Schedule 1 of this Deed summarises the requirements for planning agreements under section 7.4 of the EPA Act and the way this Deed addresses those requirements.

3 Application of this Agreement

This Deed applies to:

- (a) the Development,
- (b) the Development Land, and
- (c) the Public Roads in, on or over which the Works will be carried out.

4 Operation of this Deed

This Deed commences on and from the date that it is duly executed by all parties.

5 Application of sections 7.11, 7.12 and 7.24 of the EPA Act

The application of sections 7.11, 7.12 and 7.24 of the EPA Act are excluded to the extent stated in Schedule 1.

6 Contributions to be made under this Deed

6.1 Provision of the Works

- (a) The Developer is to carry out and complete the Works in accordance with this Deed and pursuant to any Development Consent authorising the Works.
- (b) Prior to the issue of any Construction Certificate for any Building Work as part of the Development, and prior to commencing the Works, the Developer must:
 - (i) submit to Council and the relevant Roads Authority detailed design plans for the Works that are designed to meet the relevant Roads Authority's requirements and AUSTROADS and other relevant standards, and be endorsed by a suitably qualified practitioner; and
 - (ii) obtain the Council's and the relevant Roads Authority's written approval of the detailed design plans for the Works; and

- (iii) if required by any relevant Roads Authority, enter into a Works Authorisation Deed for the Works, on such terms and conditions as are consistent with the requirements of this Deed.
- (c) The parties agree and acknowledge that the Works serve the public purpose by the provision of transport or other infrastructure relating to land in accordance with s7.2(2)(c) of the EPA Act.
- (d) The Works will be carried out and completed by the Developer at no cost to Council or the relevant Roads Authority.
- (e) The Parties agree that each of the requirements of clause 6.1(b) is a restriction on the issue of a Construction Certificate for the purposes of clause 146A of the Regulation.

6.2 Prior to commencing the Works

Prior to commencing the Works, the Developer must:

- (a) obtain any approvals required under section 138 of the *Roads Act 1993* for the carrying out of the Works; and
- (b) pay to Council and the relevant Roads Authority any fees charged by them associated with the review of the detailed design plans and specifications for the Works.

6.3 Determination of Estimated Costs and Security Amount

- (a) Within 20 Business Days following the date on which the Council and the relevant Roads Authority provides its written approval of the detailed design plans for the Works in accordance with clause 6.1(b)(ii), the Parties must appoint an Independent Quantity Surveyor by agreement to determine:
 - (i) the reasonable estimated cost of constructing the Contributions Plan Works to the approved detail design plans for those works. (**Estimated Costs**); and
 - (ii) the reasonable estimated cost of constructing the Works to the approved detail design plans for those works (**Security Amount**).
- (b) If the parties do not agree within 20 Business Days after the date on which the written approval to the detailed design plans for the Works is provided under clause 6.1(b)(ii) (or any further period agreed in writing by the parties) as to:
 - (i) the selection and compensation of an Independent Quantity Surveyor; and
 - (ii) the process and timetable to be adopted by the Independent Quantity Surveyor in determining the Estimated Costs and Security Amount;

the parties must request the President of the Australian Institute of Quantity Surveyors to select the Independent Quantity Surveyor and determine the Independent Quantity Surveyor's remuneration.
- (c) The Developer must pay any costs associated with engaging an Independent Quantity Surveyor in accordance with this clause 6.3.
- (d) The parties must procure that the Independent Quantity Surveyor will determine the Estimated Costs and the Security Amount within 20 Business Days of being requested to do so.
- (e) The Developer is not entitled to any payment in accordance with clause 7 until an Independent Quantity Surveyor appointed under this clause has determined the Estimated Costs.

- (f) The Independent Quantity Surveyor's determination of the Estimated Costs and the Security Amount is final and binding on the parties and clause 10 does not apply to that determination.
- (g) The Parties agree that:
 - (i) the determination of the Estimated Costs in accordance with this clause 6.3 is not a restriction on the issue of a Construction Certificate for the purposes of clause 146A of the Regulation; and
 - (ii) the Developer can commence the Works prior to the determination of the Estimated Costs.

6.4 Repair of damage

- (a) This clause 6.4 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with maintenance of that part of the Works prior to Practical Completion.
- (b) The Developer is to maintain the Works required to be carried out by the Developer under this Deed until a Certificate of Practical Completion is obtained for the Works under clause 6.5(a)(ii) or such later time as agreed between the parties.
- (c) The Developer is to carry out its obligation under clause 6.4(b) at its own cost and to the satisfaction of the Council.

6.5 Completion of the Works

- (a) Prior to the issue of the first Occupation Certificate for the Development, the Developer must:
 - (i) achieve Practical Completion of the Works;
 - (ii) in respect of all Stages of the Works, obtain written confirmation from the Roads Authority for each Stage of the Works that Practical Completion of that Stage of the Works has been achieved (**Certificate of Practical Completion**); and
 - (iii) provide a copy of each Certificate of Practical Completion to Council.
- (b) The Parties agree that each of the requirements of clause 6.5(a) is a restriction on the issue of an Occupation Certificate for the purposes of cl154E of the Regulation.

6.6 Rectification of Defects

- (a) This clause 6.6 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with rectification of Defects for that part of the Works.
- (b) The Council may give the Developer a Rectification Notice during the Defects Liability Period in respect of the Works.
- (c) The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council and the relevant Roads Authority.

6.7 Release

- (a) This clause 6.7 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with release of the Council from any Claim relating to that part of the Works.
- (b) The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Deed

except if, and to the extent that, the Claim arises because of the Council's negligence or default.

6.8 Indemnity

- (a) This clause 6.8 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with indemnity by the Developer in favour of the Council relating to that part of the Works.
- (b) The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

6.9 Insurance

- (a) This clause 6.9 does not apply to any part of the Works in respect of which a Works Authorisation Deed or a S138 Consent contains provisions dealing with the taking out of insurances referred to in this clause by the Developer for that part of the Works.
- (b) The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to the Works required to be carried out by the Developer under this Deed up until the Works are taken to have been completed in accordance with this Deed:
 - (i) contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
 - (ii) public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - (iii) workers compensation insurance as required by law, and
 - (iv) any other insurance required by law.
- (c) If the Developer fails to comply with clause 6.9(b), the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
 - (i) by calling upon any Bank Guarantee provided by the Developer to the Council under this Deed, or
 - (ii) recovery as a debt due in a court of competent jurisdiction.
- (d) The Developer is not to commence to carry out any part of the Works unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 6.9(b).

7 Contribution by Council

- (a) The Council agrees to deposit into its consolidated fund all monetary contributions received by the Council towards contribution item 05ROAD4008 in the Contributions Plan (the **Road Works Funds**) that are received pursuant to a condition of a development consent under s7.11 of the EPA Act or a planning agreement under s7.4 of the EPA Act.

- (b) The Road Works Funds will be held in the Council's consolidated fund and separately accounted for in accordance with s409(3) and (4) of the *Local Government Act 1993* (NSW) (the **Road Works Account**) and applied subject to this clause 7 in accordance with s7.3 of the EPA Act.
- (c) The Developer may request payment of the Road Works Funds from the Road Works Account:
 - (i) within 20 Business Days of the date on which the Developer satisfies all of the requirements of clause 6.5(a) in respect of the whole of the Works; and
 - (ii) within 20 Business Days of 1 July each year following the date on which the Developer satisfies all of the requirements of clause 6.5(a) in respect of the whole of the Works.
- (d) Within 15 Business Days of receiving a request by the Developer issued in accordance with clause 7(c), the Council must provide the Developer with:
 - (i) a statement of the Road Works Funds deposited into the Council's consolidated fund and accounted for as the Road Works Account during the financial year immediately preceding that request; and
 - (ii) subject to the provisions of this clause 7, payment of the Road Works Funds from the Road Works Account, by cheque payable to the Developer in the amount requested or, if the amount requested is more than the amount held in the Road Works Account at the time, the amount equivalent to the balance of the Road Works Funds in the Road Works Account.
- (e) Despite clause 7(d) the Council is only required to make a payment of the Road Works Funds from the Road Works Account if all the following matters are satisfied:
 - (i) the Developer has satisfied all of the requirements of clause 6.5(a) in respect of the whole of the Works;
 - (ii) all Rectification Notices that have been issued in respect of the Works have been complied with to the reasonable satisfaction of the Council and the relevant Roads Authority; ;
 - (iii) there are sufficient Road Works Funds in the Road Works Account to pay the amount (or part thereof) sought by the Developer; and
 - (iv) the payment, along with all previous payments made under this clause 7, does not exceed the Council Contributions Payment Amount.
- (f) If the whole of an amount sought to be paid by the Developer is not paid because there are insufficient Road Works Funds in the Road Works Account, the Developer will be entitled to make a further request for payment under clause 7(c) for any outstanding amount.
- (g) Nothing in this Deed requires the Council to make any payment towards the Works after 31 December 2039.
- (h) For the avoidance of doubt, nothing in this Deed:
 - (i) requires the Council to make a payment towards the Works otherwise than from the Road Works Funds in the Road Works Account in accordance with this clause 7; or
 - (ii) requires the Council to procure the entering into of any planning agreement under s7.4 of the EPA Act or impose a condition of development consent under s7.11 of

- the EPA Act, requiring monetary contributions towards the Contributions Plan Works; or
- (iii) requires the Council to pay interest on any amount required to be paid under this Deed.

8 Registration

8.1 Registration of Deed

- (a) The Parties agree to register this Deed for the purposes of s7.6(1) of the Act progressively over the Development Land as and when the Developer becomes registered proprietor of any part of the Development Land.
- (b) Upon the commencement of this Deed, the Developer, at its own expense, is to deliver to the Council in registrable form in respect of any part of the Development Land which the Developer owns as at the commencement of this Deed:
 - (i) an instrument requesting the registration of this Deed on the title to that part of the Development Land duly executed by the registered proprietor of that land, and
 - (ii) the written irrevocable consent of each person, as required by the Registrar-General, who has an estate or interest in that part of the Development Land to the registration of this Deed on the title to that part of the Development Land and to the terms of this Deed;
 - (iii) the relevant certificates of title of that part of the Development Land, or evidence of manual production of the certificates of title at the NSW Land Registry Services or electronic lodgement of the relevant CoRD Holder Consents through an ELNO for the purposes of registering this Deed.
- (c) After the commencement of this Deed and within 7 Business Days of the date the Developer becoming registered proprietor of any other part of the Development Land, the Developer, at its own expense, is to deliver to the Council in registrable form the documents referred to in clause 8(b)(i) – (iii) in respect of that part of the Development Land.
- (d) Within 15 Business Days of the date on which the Developer delivers the documents referred to in clauses clause 8(b)(i) – (iii) in respect of any part of the Development Land and the Council signing those documents, the Council must lodge those documents for registration at NSW Land Registry Services.
- (e) The Council must promptly provide the Developer with copies of any requisitions made by the Registrar-General in respect of this Deed.
- (f) The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur including, without limitation, promptly responding to any requisitions made by the Registrar-General in respect of this Deed and/or any ancillary documents.
- (g) Without limiting clause 8.1(a) this Deed is to be registered on the whole of the Development Land prior to the issue of any Construction Certificate for any Building Work in the Development.
- (h) The Developer is to pay the Council's costs incurred in relation to the registration of this Deed.

- (i) The parties agree that each of the requirements of clause 8.1(g) is a restriction on the issue of a Construction Certificate for the purposes of clause 146A of the Regulation.

8.2 Release and discharge of Deed

- (a) The Council agrees to, at the cost of the Developer, do all things reasonably required by the Developer to promptly release and discharge this Deed with respect to any part of the Development Land upon the Developer satisfying all of its obligations under this Deed in respect of that part of the Development Land, and so that this Deed may be removed from the folios of the Register for the Development Land.

8.3 Planning Certificates

The Developer acknowledges that Council may, in its absolute discretion, make a notation under section 10.7(5) of the EPA Act about this Deed on any certificate issued under section 10.7 of the EPA Act relating to the land the subject of this Deed.

9 Enforcement

9.1 Default

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this Deed, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days (except in the case of Emergency).
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or Emergency.
- (c) If a party disputes the Default Notice, it may refer the dispute to dispute resolution under clause 10 of this Deed.
- (d) If the Developer fails to comply with a notice given under clause 9.1 relating to the carrying out of the Works under this Deed, the Council may step-in and remedy the breach and may use any equipment on the land on which the Works are being carried out for that purpose.

9.2 Developer to provide Security

- (a) The Developer must provide a Bank Guarantee to the Council prior to the issue of the first Construction Certificate for the Development.
- (b) The Bank Guarantee must:
 - (i) name the Council as the relevant beneficiary;
 - (ii) have a face value equal to the Security Amount;
 - (iii) be held as security for the Developer's obligations under this Deed; and
 - (iv) not have an expiry date.
- (c) The Parties agree that the requirement of clause 9.2(a) is a restriction on the issue of a Construction Certificate for the purposes of clause 146A of the Regulation.
- (d) If the Developer:
 - (i) enters into a Works Authorisation Deed or obtains a S138 Consent in relation to the Works; and

- (ii) provides security to a Roads Authority under that Works Authorisation Deed or S138 Consent which meets the definition of a Bank Guarantee in clause 1.1 of this deed,

then the face value of the Bank Guarantee required to be provided under this clause 9.2 will be reduced by the amount of the security provided under that Works Authorisation Deed or S138 Consent.

9.3 Claims under Bank Guarantees

- (a) The Council may:
 - (i) call upon the Bank Guarantee provided by the Developer where the Developer has failed to rectify a breach within the period of time specified in a Default Notice under clause 9.1; and
 - (ii) retain and apply such monies towards any costs and expenses incurred by the Council in rectifying any default by the Developer under this Deed.
- (b) The Council may call-up and apply the Bank Guarantee in accordance with this clause 9 to remedy any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- (c) If the Council calls-up the Bank Guarantee or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement or top-up Bank Guarantee to ensure that the amount of Bank Guarantee held by the Council equals the amount it is entitled to hold under this Deed.
- (d) Any costs incurred by the Council in remedying a breach in accordance with this clause 9 that are not met by calling up of a Bank Guarantee may be recovered by the Council as a debt due in a court of competent jurisdiction.

9.4 Release of Security

The Council will promptly return the Bank Guarantee or any unused part of it to the Developer upon:

- (a) a written request from the Developer; and
- (b) the Developer satisfying all of its obligations under this Deed.

10 Dispute Resolution

10.1 Negotiation

If there is a dispute or difference (**Dispute**) between the parties arising out of or in connection with this Deed, then within ten Business Days of a party notifying the other party in writing of the Dispute, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the Dispute by joint discussions.

10.2 Mediation

- (a) If the Dispute is not settled within ten Business Days of notification under clause 10.1, the parties will, if mutually agreed, submit the Dispute to mediation administered by the Australian Disputes Centre (**ADC**).
- (b) The mediator will be an independent person agreed between the parties from a panel suggested by the President of the ADC or, failing agreement, a mediator will be appointed by the President of the ADC.

- (c) All communications during the mediation are confidential and must be treated as made in the course of compromise and settlement negotiations for the purposes of the applicable rules of evidence and any professional secrecy protections provided by applicable law.
- (d) Each party will bear its own costs in connection with the mediation and will share equally the mediator's fees and costs.

10.3 Expert determination

If the Dispute is not settled within ten Business Days of notification under clause 10.1 and one of the following applies:

- (a) the Dispute is not submitted to mediation under clause 10.2 within a further 10 Business Days, or
- (b) the Dispute is submitted to mediation under clause 10.2 within a further 10 Business Days but is not resolved within 10 Business Days of submission to mediation, or
- (c) the parties otherwise agree that the dispute may be resolved by expert determination, then the parties may refer the Dispute to an expert, in which event:
- (d) the Dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by the parties; and
 - (ii) in the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the Dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (e) the expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (f) the determination of the Dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (g) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (h) each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (i) any determination made by an expert pursuant to this clause is final and bindings upon the parties except unless:
 - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) the determination is in respect of, or relates to, termination or purported termination of this Deed by any party, in which event the expert is deemed to be giving a non-binding appraisal.

10.4 Court proceedings and other relief

- (a) A party may only start court proceedings in relation to a Dispute if the Dispute has not been resolved within 2 months of the notification under clause 10.1.
- (b) Clause 10.4(a) does not apply to a party seeking injunctive or other interlocutory relief.

10.5 Continuation of rights and obligations

Despite the existence of a dispute or difference each party must continue to perform this Deed.

11 Indexation of Amounts

On 1 July of each year, the Estimated Costs will be varied in accordance with the following formula.

$$P = \frac{A \times B}{C}$$

where:

P is the Estimated Costs that will apply for the following Year;

A is the Estimated Costs as determined in accordance with clause 6.3(a).

B is the Index Number last published before 1 July in the relevant Financial Year .

C is the Index Number last published before 1 July in the Financial Year in which the Estimated Costs were determined in accordance with clause 6.3(a).

12 GST

12.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

12.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this Deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

12.3 Reimbursement

Any payment or reimbursement required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

12.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 12.4.

12.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this Deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Council as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Council, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Council.

12.6 Non monetary consideration

Clause 12.5 applies to non-monetary consideration.

12.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 12.5 the Developer must assume the Council is not entitled to any input tax credit.

13 Assignment and transfer

13.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this Deed, the Developer seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Council which must not be unreasonably withheld where:
 - (i) the Council is satisfied (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) is financially capable of complying with this Deed and performing the Assigning Party's obligations under this Deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) the Assigning Party procures the execution of a deed by the Incoming Party with the Council on terms satisfactory to the Council (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this Deed as though the Incoming Party were the Assigning Party; and
 - (iii) the Council is satisfied, acting reasonably, that the Developer is not in breach of its obligations under this Deed.
- (b) The Assigning Party must pay the Council's reasonable legal costs and expenses incurred under this clause 13.1.

13.2 Right to transfer Land

- (a) Subject to clause 13.2(b), the Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Development Land.
- (b) The Developer may sell or transfer the whole or any part of the Development Land to a Transferee if prior to the proposed sale or transfer the Developer obtains the written consent of Council (which must not be unreasonably withheld or delayed) where:
 - (i) Council is satisfied, acting reasonably, that the proposed Transferee is financially capable of performing any of the remaining obligations of the Developer under this Deed or satisfies the Council, acting reasonably, that the Developer will continue to be bound by the terms of this Deed after the transfer has been effected;
 - (ii) the Assigning Party procures the execution of a deed by the Transferee with the Council on terms satisfactory to the Council, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this Deed as though the Transferee were the Developer; and
 - (iii) the Council is satisfied, acting reasonably, that the Developer is not in material breach of its obligations under this Deed.
- (c) The Developer must pay the Council's reasonable legal costs and expenses incurred under this clause 13.2.

14 Capacity

14.1 General warranties

Each party warrants to each other party that:

- (a) this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust, and
- (c) they have full capacity to enter into this Deed and are able to fully comply with their obligations under this Deed.

14.2 Power of attorney

If an attorney executes this Deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

15 General Provisions

15.1 Surrender of right of appeal, etc.

The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to the terms of this Deed.

For the avoidance of doubt, nothing in this clause prevents the Developer from appealing against or seeking to modify conditions of the consent which do not relate to the terms of this Deed.

15.2 Entire Agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

15.3 Amendment

This Deed may be amended only by another Deed executed by all the parties in accordance with clause 25C and 25D of the Regulation.

15.4 No Waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Deed does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

15.5 Further Assurances

Each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

15.6 Time for doing acts

- (a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this Deed;
expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

15.7 Severability of Provisions

Any provision of this Deed that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

15.8 Termination

Termination of this Deed does not affect any accrued rights or remedies of either party.

15.9 No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

15.10 No Agency or Partnership

Nothing in this Deed is to be construed as constituting an agency, partnership, joint venture, or any other form of association between the parties in which one party may be liable for the acts or omissions of any other party. No party has the authority to incur any obligation or make any representation or warranty on behalf of, or to pledge the credit of, any other party.

15.11 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Deed.

15.12 No fetter

Nothing in this Deed is to be construed as requiring the Council to do anything that would cause the Council to breach any of the Council's obligations at law and without limitation, nothing in this Deed shall be construed as limiting or fettering in any way the discretion of the Council in exercising any of the Council's statutory functions, powers, authorities or duties.

15.13 Explanatory note

The Explanatory Note must not be used to assist in construing this Deed.

15.14 Expenses and stamp duty

- (a) The Developer must pay its own costs.
- (b) The Developer must pay the Council's reasonable legal costs, valuation costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed, to a maximum value of \$20,000 plus GST.
- (c) The Developer must pay all Tax assessed on or in respect of this Deed and any instrument or transaction required or contemplated by or necessary to give effect to this Deed (including stamp duty and registration fees, if applicable).

- (d) In circumstances where:
- (i) the Council has issued a Default Notice; or
 - (ii) the Council obtains injunctive relief in the NSW Land and Environment Court for an actual, threatened or apprehended breach of this Deed by the Developer,
- the Developer must pay the Council's reasonable legal costs of enforcing this Deed.

15.15 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:
 - (i) to the Developer:

Address: Level 8, 5 Rider Boulevard,
Rhodes NSW 2138

Fax No: (02) 9846 - 7530

Email: pdrew@bunnings.com.au and
TWilkinson@bunnings.com.au

Attention: Philip Drew and Tim Wilkinson
 - (ii) to the Council:

Address: 36 Bridge Rd, Nowra NSW
2541

Fax No: (02) 4422 1816

Email:
bryan.netzler@shoalhaven.nsw.gov.au

Attention: Bryan Netzler
- (c) will be conclusively taken to be duly given or made and received:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;
 - (iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country);
 - (iv) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error; and
 - (v) in the case of email, at the earliest of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

- (B) the time that the intended recipient confirms receipt of the email by reply email; and
- (C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made and received:

- (vi) in the case of delivery by hand, post or fax, at a time that is later than 5pm;
- (vii) in the case of delivery by email, at a time that is later than 7pm; or
- (viii) on a day that is not a Business Day,

in the place specified by the intended recipient as its postal address under clause 15.15(b), it will be conclusively taken to have been duly given or made and received at the start of business on the next Business Day in that place.

15.16 Governing Law and Jurisdiction

This Deed is governed by the laws applicable in New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

15.17 Counterparts and Electronic Signatures

(a) Counterparts

This document may be executed in any number of counterparts. Each counterpart constitutes an original of this document, all of which together constitute one instrument. A party who has executed a counterpart of this document may exchange it with another party by emailing a pdf (portable document format) copy of, the executed counterpart to that other party, and if requested by that other party, will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity of this document.

(b) Electronic signing

A party may execute this document as well as any modifications to it by electronic means (including by electronic signature or by email of a signed document in PDF or scanned format). The parties agree and intend that such signature by electronic means or by email in PDF or scanned format will bind the party so signing with the same effect as though the signature were an original signature.

(c) The parties to this document acknowledge and agree that:

- (i) they consent to the use of the electronic signatures and this document proceeding by electronic means; and
- (ii) they intend to be legally bound by the terms of this document on which the electronic signatures have been placed.

Schedule 1**Table 1 - Requirements under section 7.4 of the EPA Act (clause 2(b))**

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

Requirement under the Act	This Agreement
Planning instrument and/or development application – (section 7.4(2)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	<ul style="list-style-type: none"> (a) No (b) Yes (c) No
Description of land to which this Agreement applies – (section 7.4(3)(a))	See definition of Development land in clause 1.1.
Description of development to which this Agreement applies – (section 7.4(3)(b))	See definition of Development in clause 1.1.
Description of change to the environmental planning instrument to which this Agreement applies – (section 7.4(3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this Agreement – (section 7.4(3)(c))	See definition of Works in clause 1.1, clause 6 and Annexure A
Applicability of sections 7.11 and 7.12 of the EPA Act – (section 7.4(3)(d))	<p>The application of section 7.11 of the EPA Act is excluded in respect of the Development to the extent it enables the Council to impose contributions in respect of the works which are the subject of contribution item 05ROAD4008 in the Contributions Plan, and only to the extent of the amount of the Estimated Costs.</p> <p>The application of section 7.11 of the EPA Act is otherwise not excluded in respect of the Development.</p> <p>The application of section 7.12 of the EPA Act is excluded in respect of the Development.</p>

Requirement under the Act	This Agreement
Applicability of section 7.24 of the EPA Act – (section 7.4(3)(d))	The application of section 7.24 of the EPA Act is not excluded in respect of the Development.
Consideration of benefits under this Agreement if section 7.11 applies – (section 7.4(3)(e))	N/A
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 10
Enforcement of this Agreement – (section 7.4(3)(g))	See clause 9
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 15.12

Table 2 – Other matters

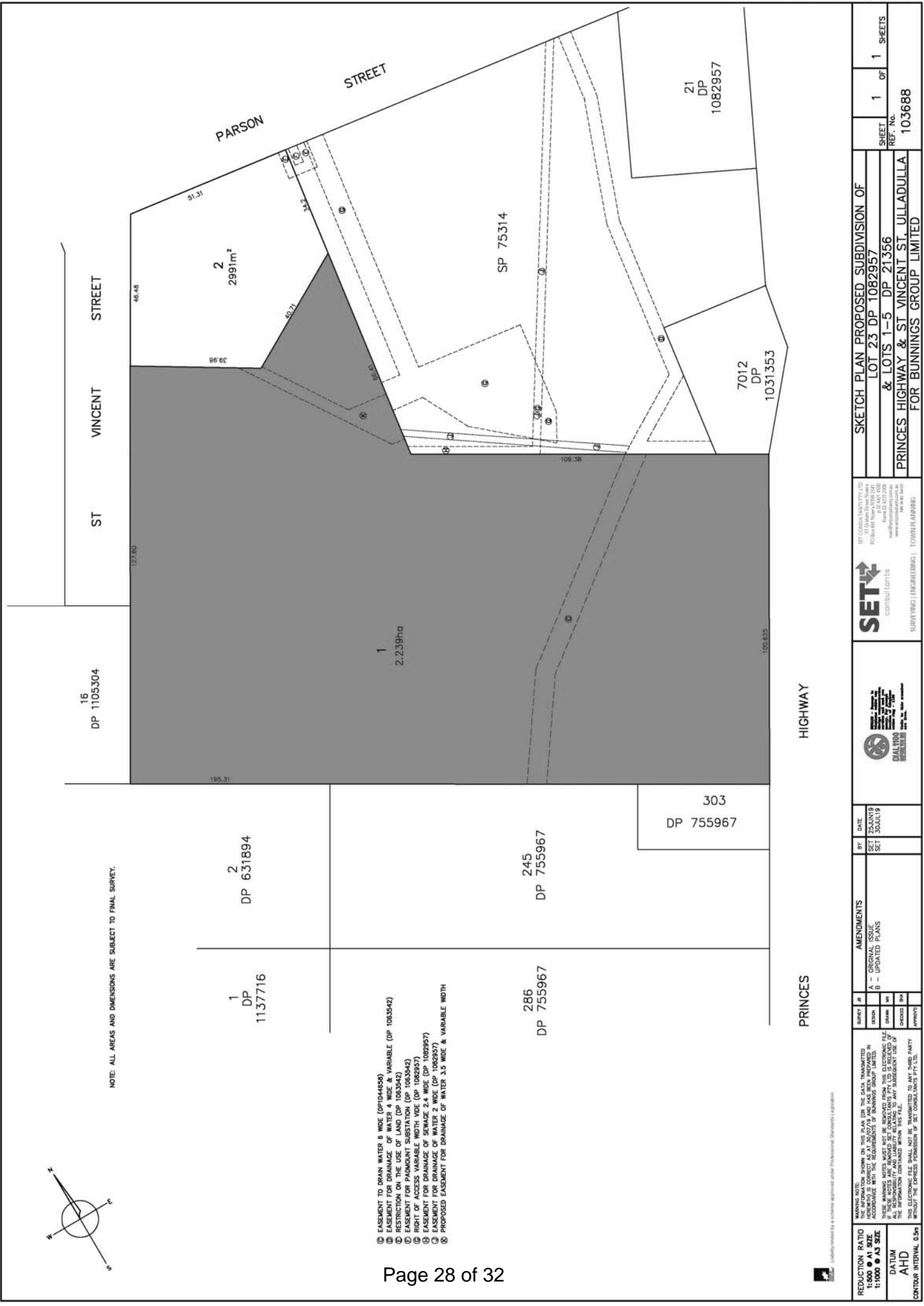
Requirement under the Act	This Agreement
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the Agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 6.1(c))
Whether the Planning Agreement specifies that certain requirements of the Agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 6.5(a))
Whether the Planning Agreement specifies that certain requirements of the Agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	No

Planning Agreement - Bunnings South Ulladulla

Allens & Linklaters

Schedule 2

Development Land



Planning Agreement - Bunnings South Ulladulla



Each attorney executing this Deed states that he or she has no notice of the revocation or suspension of his or her power of attorney.

Executed and delivered as a Deed in Sydney.

Executed as a deed by **Shoalhaven City Council** (ABN 59 855 182 344) pursuant to s377 *Local Government Act 1993* and resolution of the Council on 11 April 2022:

Signature of Chief Executive Officer

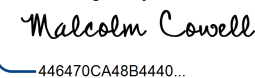
Signature of witness

Print name

Print name

Address of witness

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Bunnings Properties Pty Limited** (ACN 46 008 557 622):

DocuSigned by:

446470CA48B4440...

Director Signature
Malcolm Cowell

Print Name

DocuSigned by:

EE768DDD9CF8426...

Director/Secretary Signature
Rachael J McVitty

Print Name

Each of the Attorney and the witness states that this Deed was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Planning Agreement - Bunnings South Ulladulla

Allens & Linklaters

Annexure A to Planning Agreement

Preliminary Design Documents

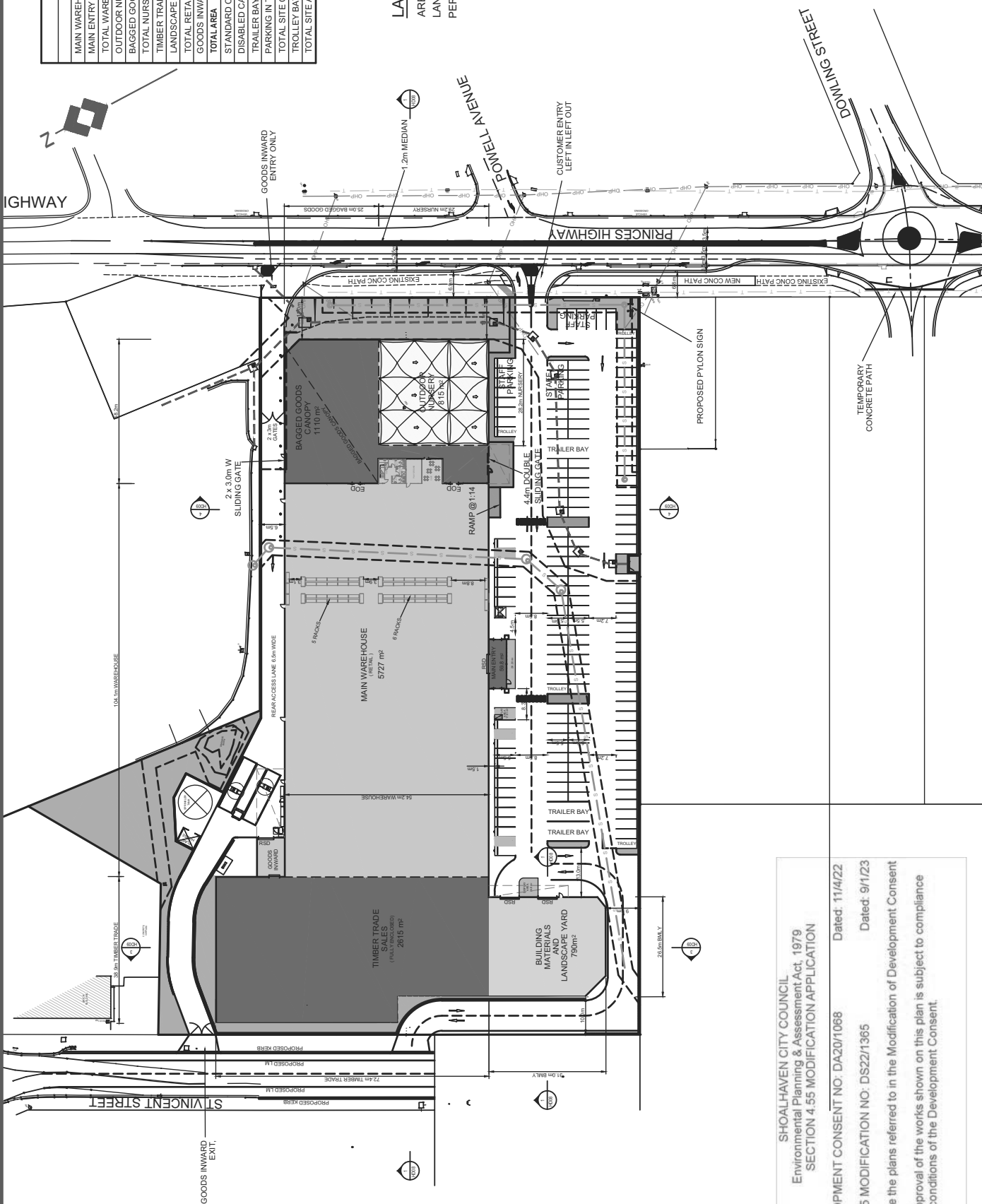
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Rachael J McVitty
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DocuSigned by:
Malcolm Cowell
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AREA ANALYSIS		PROPOSED
AREA		
MAIN WAREHOUSE (MINIMUM AREA)		5727m²
MAIN ENTRY		59.8m²
TOTAL WAREHOUSE AREA		5786.8m²
OUTDOOR NURSERY		815m²
BAGGED GOODS CANOPY (NURSERY)		1110m²
TOTAL NURSERY AREA		1925m²
TIMBER TRADE SALES		2615m²
LANDSCAPE YARD		700m²
TOTAL RETAIL AREA		11116.8m²
GOODS INWARD YARD (INCLUDING CANOPY)		26m²
TOTAL AREA		11401.8m²
STANDARD CAR PARKS		155
DISABLED CAR PARKS		6
TRAILER BAYS		3
PARKING IN TIMBER TRADE		-
TOTAL SITE CAR PARKS		164
TROLLEY BAYS		3
TOTAL SITE AREA		2.238ha

LANDSCAPE SETABCK

AREA IN SITE 12m SETBACK 1207m²
LANDSCAPE AREA 797.5m²
PERCENTAGE OF LANDSCAPING 66.1 %



SHOALHAVEN CITY COUNCIL Environmental Planning & Assessment Act, 1979 SECTION 4.55 MODIFICATION APPLICATION	Dated: 11/4/22
DEVELOPMENT CONSENT NO: DA20/1068	
SEC 4.55 MODIFICATION NO: DS22/1365	Dated: 9/1/23

These are the plans referred to in the Modification of Development Consent

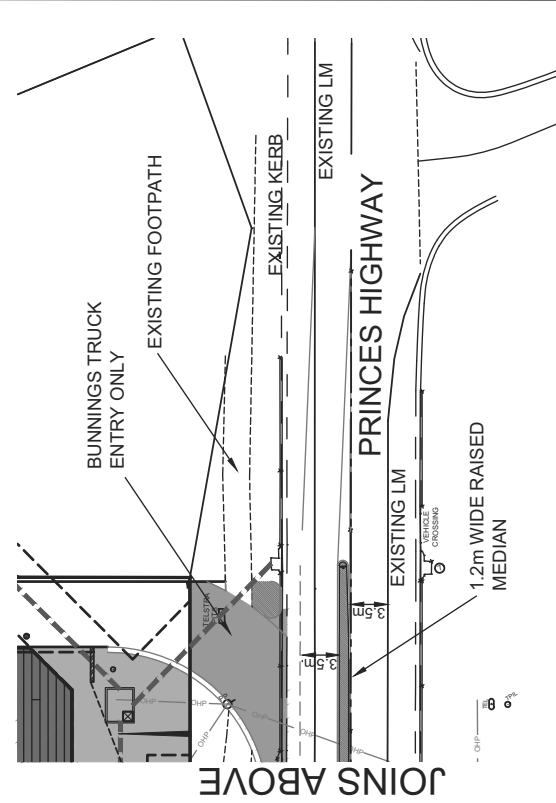
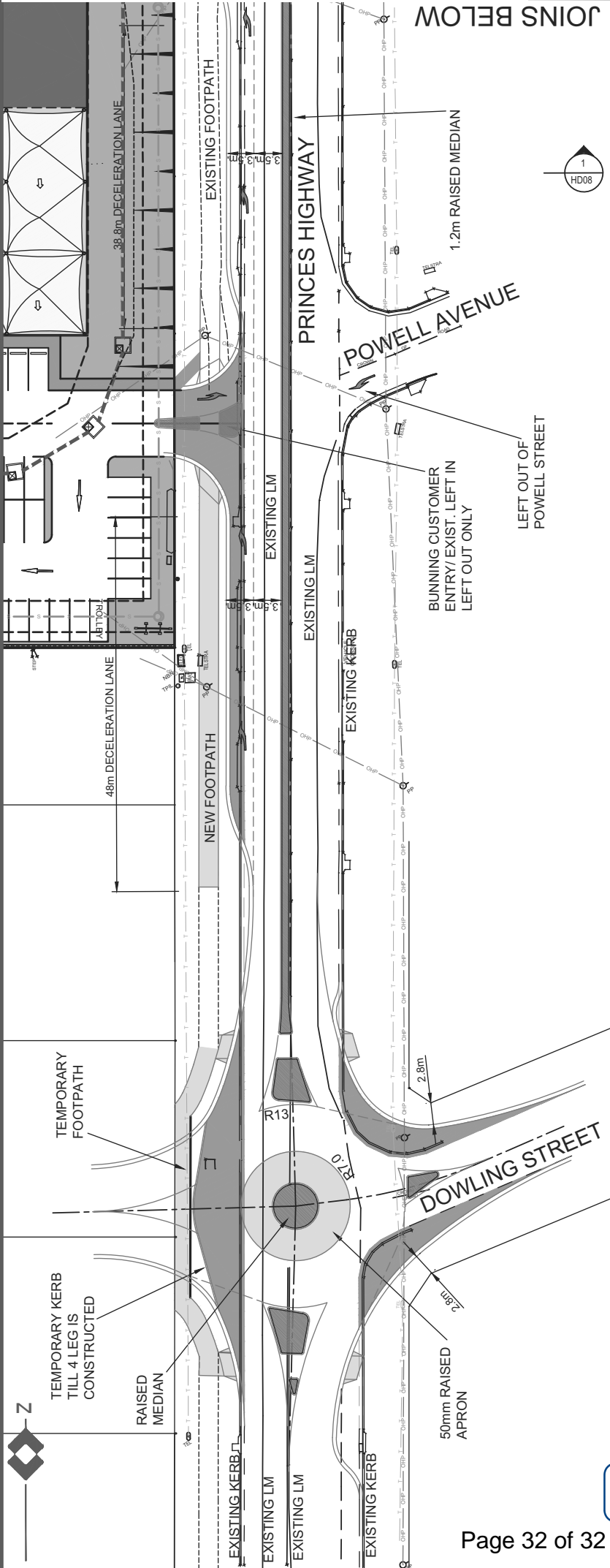
Note: Approval of the works shown on this plan is subject to compliance with the conditions of the Development Consent.

**TITLE: PROPOSED BUNNINGS
LOT 1,2,3,4,5 DP21356
PRINCES HIGHWAY, ULLADULA
OVERALL SITE PLAN**

KEVIN URANE 0412009891

BUNNINGS warehouse

Date: 11.05.17	Scale: 1:1000 A3	Designed KU	Project No
ad Ref: HD134r24		KU	HD134
22	AMEND ROAD WORKS	KU	09.02.20
24	UPDATE PLANS TO INCLUDE ENGINEERING COMMENTS	KU	13.11.20
23	RMS COMMENTS	KU	20.02.20
25	Amendment	Drawn	Date
			HD03
			Revision
			24



JOINS BELOW

SHOALHAVEN CITY COUNCIL
Environmental Planning & Assessment Act, 1979
SECTION 4.55 MODIFICATION APPLICATION

DEVELOPMENT CONSENT NO: DA20/1068 Dated: 11/4/22
SEC 4.55 MODIFICATION NO: DS22/1365 Dated: 9/1/23

These are the plans referred to in the Modification of Development Consent
Note: Approval of the works shown on this plan is subject to compliance with the conditions of the Development Consent.

DocuSigned by:
Malcolm Cowell
446470CA48B4440...

DocuSigned by:
Rachael J McVitty
EE768DDD9CF8426...

BUNNINGS warehouse Pty Ltd
Design Definition High

TITLE: PROPOSED BUNNINGS LOT 1,2,3,4,5 DP21356 PRINCES HIGHWAY, ULLADULA
PRINCES HIGHWAY ROAD WORKS

Project No: HD134
Revision: 24

Date: 11.05.17 Scale: 1:500 A3
Cad Ref: HD134/24

No	Amendment	Drawn	Date
23	RMS COMMENTS	KU	31.05.20
24	UPDATE PLANS TO INCLUDE ENGINEERING COMMENTS	KU	13.11.20

Kevin Urane 0412009891

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