

Planning Agreement

184 Narellan Road, Campbelltown (Lot 4 DP1213869)

Marsdens Law Group

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Parties

Council	Name	Campbelltown City Council
	Address	Civic Centre Cnr Queen and Broughton Streets Campbelltown NSW 2560
	ABN	31 459 914 087
Developer	Name	NHP Campbelltown Pty Limited
	Address	c/- Chapman Eastway Level 6, 388 George Street Sydney NSW 2000
	Address for Notices (clause 26.1)	Level 3, 56 Clarence Street Sydney NSW 2000
	ABN	90 653 848 456
Landowner	Name	Clearstate Camnarr192 Nominee Pty Ltd
	Address	Level 6, 388 George Street Sydney NSW 2000
	ABN	97 653 711 954

Background

- A** The Landowner owns the Land.
- B** The Developer wishes to carry out the Development and has entered into an arrangement with the Landowner to carry out the Development.
- C** The Developer has obtained the Development Consent with respect to the Development.

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- D** The Developer has offered to enter into a planning agreement and make Development Contributions in connection with carrying out of the Development, on and subject to the terms of this document.

Operative Provisions

1 Agreement

The agreement of the parties is set out in the Operative Provisions of this document, in consideration of, among other things, the mutual promises contained in this document.

2 Definitions and interpretation

2.1 Defined terms

In this document, words beginning with a capital letter that are defined in Part 1 of **Schedule 2** have the meaning ascribed to them in that schedule.

2.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 2** apply in the interpretation of this document.

3 Application and operation of document

3.1 Planning agreement

This document is a planning agreement:

- (1) within the meaning set out in section 7.4 of the Act; and
- (2) governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

3.2 Application

This document is made in respect of the Development and applies to both the Land and the Development.

3.3 Operation

This document operates as a planning agreement for the purpose of the Act on and from the date that it is executed by both parties.

3.4 Further agreements relating to this document

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

4 Application of s7.11, s7.12 and s7.24

4.1 Application

This document:

- (1) does not exclude the application of section 7.11 of the Act to the Development; and
- (2) does not exclude the application of section 7.12 of the Act to the Development.

4.2 Section 7.24

This document does not exclude the application of section 7.24 of the Act to the Development.

5 Provision of Development Contributions generally

5.1 Developer must make Development Contributions

- (1) The Developer and Landowner must make Development Contributions to Council in accordance with this document, and in particular in accordance with **Schedule 3**.
- (2) **Schedule 3** has effect in relation to Development Contributions to be made under this document and in particular, subject to the terms of this document:
 - (a) the Developer must deliver each Item comprising Works by the corresponding '*due date or development lot trigger – completion of Works*' identified for that Item in Part 1 of **Schedule 3**;
 - (b) the Landowner must deliver each Item comprising Land for dedication by the corresponding '*due date or development lot trigger – dedication of Land*' identified for that Item in Part 1 of **Schedule 3**;
 - (c) the Developer must pay the Monetary Contribution by the '*due date or development trigger*' identified for the Monetary Contribution in Item 1 in Part 2 of **Schedule 3**;
 - (d) the Landowner must register the Public Positive Covenant on the Maintenance Land by the corresponding '*due date or development lot trigger*' identified for Item 2 in Part 2 of **Schedule 3**; and
 - (e) the Developer must deliver the Maintenance Cash Deposit in accordance with clause 16.2 and by the corresponding '*due date or development lot trigger*' identified for Item 3 in Part 2 of **Schedule 3**.

5.2 No limit created by Contribution Value

- (1) A Contribution Value specified in relation to a Development Contribution other than a Monetary Contribution does not define or limit the extent of the obligation to provide that Development Contribution.
- (2) Further to paragraph (1), the Developer or Landowner is not entitled to any payment, credit or off-set to the extent that any costs incurred by it in making a Development Contribution exceed the relevant Contribution Value.

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- (3) If the cost incurred by:
- (a) the Developer to properly perform an obligation to carry out Work; and/or
 - (b) the Landowner to dedicate Land,
- is less than a Contribution Value specified in relation to that obligation, then:
- (c) the Developer is not required to carry out further Work; and/or
 - (d) the Landowner is not required to dedicate further land,
- or pay money to Council to make up the difference between the Contribution Value and the cost incurred in performing the obligation.

5.3 Council's obligation to apply Development Contributions

Council will use its best endeavours to apply each Development Contribution made by the Developer and Landowner under this document towards the public purpose for which it is made.

5.4 Indexation

- (1) Unless an indexation methodology is specified in **Schedule 3** in relation to a Contribution Value (in which case that indexation methodology will apply to that Contribution Value), each Contribution Value (excluding the Maintenance Cash Deposit) will be increased quarterly (with the calculation to be made as from the date the relevant Contribution is required to be provided to Council under this document) in accordance with the following formula:

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

where:

A = the indexed amount;

B = the relevant amount as set out in this document;

C = the Index most recently published before the date that the relevant payment or the calculation with respect to the relevant amount is to be made; and

D = the Index most recently published before the commencement date of the Development Consent.

If **A** is less than **B**, then the relevant Contribution Value will not change.

- (2) For the abundance of clarity, paragraph (1) applies to the calculation of the amount of any Bank Guarantee that must be provided by the Developer to Council in satisfaction of its obligation to provide:
- (a) Defects Security; and/or
 - (b) Security for Deferred Works in accordance with, and as contemplated by, clause 9.2(2)(c).

6 The provision of Monetary Contributions

A monetary contribution is made for the purposes of this document when Council receives the full amount of the contribution payable under this document:

- (1) in cash or by unendorsed bank cheque; or
- (2) by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by Council.

7 Procedures relating to the dedication of Land

7.1 Works to be Completed prior to dedication

Unless Council gives its prior written consent or unless otherwise set out in this document to the contrary, the Landowner must not dedicate or transfer any part of the Land in accordance with this document unless any Works required to be carried out on that part of the Land have either been:

- (1) Completed; or
- (2) deferred in accordance with clause 9.2 to a date after the date that the relevant Land is required to be dedicated under this document.

7.2 Dedication process

- (1) A Development Contribution comprising the dedication of any part of the Land is made for the purposes of this document when:
 - (a) a deposited plan is registered in the register of plans held with the Registrar General that:
 - (i) dedicates the relevant part of the Land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW); or
 - (ii) creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW); or
 - (b) Council is otherwise registered as the proprietor of the relevant Land.
- (2) For the purpose of paragraph (1)(b), the Landowner will give Council, for execution by Council as transferee, an instrument of transfer under the *Real Property Act 1900* (NSW) in registrable form relating to the Land to be dedicated under this document. Within fifteen (15) Business Days of receiving it from the Landowner, Council is to execute it and return it to the Landowner.
- (3) Council agrees that it will accept the dedication or transfer of any part of the Land subject to the Permitted Encumbrances.
- (4) Council is to execute all necessary documents and assist with any response to requisitions in a timely manner in order to give effect to the dedication of land contemplated by this clause.

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- (5) The Landowner must ensure that upon dedication or transfer all Encumbrances other than Permitted Encumbrances are removed from the title of any part of the Land dedicated to Council under this document.

7.3 Remediation of Land to be dedicated to Council

- (1) All Land to be dedicated to Council under the document must be:
 - (a) classified to Residential "A" land use criteria as defined in National Environment Protection (Assessment of Site Contamination) Measure (NEPM) as amended in 2013, unless Council agrees in writing to another measure, standard or guideline (at its absolute discretion); and
 - (b) free from any on-site containment or capping of contaminated soil.
- (2) Remediation activities that may be needed (resulting from any unexpected finds) to achieve the requirements of paragraph (1) must be defined in a Remedial Action Plan including remedial methodology, validation criteria and validation procedures.
- (3) If a Remedial Action Plan referred to in paragraph (2) is required, it must be prepared, by a consultant engaged by the Developer at its cost who is certified under a contaminated land consultant certification scheme as recognised by the New South Wales Environment Protection Authority.

8 Procedures relating to Neighbourhood Shop Park Works

8.1 Neighbourhood Shop Park

- (1) On and from the date of this document, the parties must do all things necessary to determine whether Option 1 or Option 2 in Item 3 of Part 1 of Schedule 3 applies and meet, discuss and negotiate in good faith, with a view to reaching an agreement as to the Detailed Design for the Neighbourhood Shop Park and to ensure the delivery of the Neighbourhood Shop Park as detailed in the Development Consent once the Detailed Design is agreed.
- (2) The parties must reach an agreement as contemplated in paragraph (1):
 - (a) prior to the lodgement of a Subdivision Works Certificate for Stage 4A of the Development; or
 - (b) by such other date that is agreed between the parties.
- (3) If:
 - (a) an agreement contemplated in paragraph (1) is reached between the parties in accordance with paragraph (1); and
 - (b) an Authority does not require the Neighbourhood Shop Park to be carried out in accordance with Option 2 in Item 3 of Part 1 of Schedule 3,then Option 1 in Item 3 of Part 1 of **Schedule 3** will apply to this document.
- (4) If:

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- (a) an agreement contemplated in paragraph (1) is reached between the parties in accordance with paragraph (1); and
- (b) an Authority requires the Neighbourhood Shop Park to be carried out in accordance with Option 2 in Item 3 of Part 1 of Schedule 3,

then Option 2 in Item 3 of Part 1 of Schedule 3 will apply to this document.

8.2 Design and Specification for the Neighbourhood Shop Park

- (1) Before commencing construction of any Item of Work relating to the Neighbourhood Shop Park, the Developer must submit to Council for its approval the Detailed Design for the Work which includes any detail agreed on for the Park per clause 8.1.
- (2) At any time prior to the receipt of the Detailed Design of a Work under paragraph (1), Council may provide the Developer with a direction to vary that Item of Work, subject to any such variation:
 - (a) not unreasonably or substantially increasing the cost and timeframe to Complete the Work from that contemplated in this document;
 - (b) not resulting in a change to the matters identified as core elements for that Work under the DCP; or
 - (c) not being inconsistent with this document or any Development Consent for the Development;
- (3) If, within twenty (20) days of the date of submission of the Detailed Design for the Work referred to in paragraph (1):
 - (a) Council notifies the Developer in writing of its approval of the Detailed Design, the Developer must carry out and Complete the relevant Item of Work in accordance with that Detailed Design;
 - (b) Council fails to notify the Developer in writing that it:
 - (i) approves or does not approve of the Detailed Design; or
 - (ii) does not require the Developer to make modifications to be made to that Detailed Design,Council is taken to have approved the Detailed Design of the Item of Work and the Developer may carry out and Complete the Work in accordance with that Detailed Design; or
 - (c) Council notifies the Developer in writing that it does not approve of the Detailed Design or requires the Developer to make modifications identified in that notice, the Developer may:
 - (i) amend the Detailed Design and submit to Council the amended Detailed Design, in which case the Developer must submit any such amended Detailed Design to Council under paragraph (1); or

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- (ii) if the Developer does not agree with the modifications requested by Council, refer the matter for expert determination or mediation under this document.
- (4) For the purpose of clarity, paragraph (3) applies to any amended Detailed Design submitted by the Developer.

8.3 Standard of construction of Work

Any Work that the Developer is required to carry out under this document must be carried out in accordance with:

- (1) this document;
- (2) the Detailed Design for the Work approved under clause 8.2;
- (3) the requirements of any approval, consent, permission or licence issued by a relevant Authority;
- (4) any Australian standards and other laws applicable to the Work; and
- (5) in a proper and workmanlike manner, complying with current industry practice and standards relating to the Work.

8.4 Access for Works

- (1) The Developer and/or Landowner must permit Council, its officers, employees, agents and contractors to enter the Land or any other land under the control of the Developer at any time, upon giving reasonable prior notice, to:
 - (a) inspect, examine or test any Work; or
 - (b) remedy any breach by the Developer in carrying out a Work.
- (2) Where Council, its officers, employees, agents and contractors enter the Land for the purposes outlined within this clause 8.4, Council must abide by all reasonable work, health and safety requirements of the Developer and/or Landowner.
- (3) Council may at its absolute discretion and in accordance with Council policies and any applicable law from time to time permit the Developer to enter and occupy any land owned or controlled by Council for the purposes of enabling the Developer to comply with their obligations under clauses 11 and 13 of this document, provided that, at all times, the Developer complies with Council's reasonable written directions, as well as Council's policies.

8.5 Protection of people and property

The Developer must ensure to the extent reasonably practicable in carrying out any Work required under this agreement that:

- (1) all necessary measures are taken to protect people and property;
- (2) unnecessary interference with the passage of people and vehicles is avoided; and

- (3) nuisances and unreasonable noise and disturbances are prevented.

8.6 Protection of people and property

- (1) This clause is subject to the terms of any easement operational at the time Council seeks to enter the Land pursuant to clause 8.4.
- (2) If Council does not acquire the Land subject of the Works, the Council must ensure to the extent reasonably practicable that upon entering privately owned Land (or any other land as otherwise agreed), that:
- (a) all necessary measures are taken to protect people and property;
 - (b) unnecessary interference with the passage of people and vehicles is avoided; and
 - (c) nuisances and unreasonable noise and disturbances are prevented.

9 Variation of scope or timing for provision of Works

9.1 Variation to the scope of a Work

- (1) The Developer may request that Council approve in writing a variation to the scope of any Item of Work.
- (2) For the purposes of determining whether to approve a variation under paragraph (1), Council may consider the content of the Overall Staging Plan and/or DCP and whether the variation prejudices the provision of public services or public amenities for the Development.
- (3) The scope of an Item of Work is not to be varied unless Council and the Developer, acting reasonably, agree in writing to the variation.

9.2 Deferral of the timing of Completion of an Item of the Works

- (1) Notwithstanding any other provision of this document, if the Developer forms the view at any time, that:
- (a) it is unable to Complete any Item of Work by the time specified in Part 1 of **Schedule 3**; or
 - (b) it believes that there is a risk of damage to any Item of Work if they are delivered by the time required in Part 1 of **Schedule 3**.
- (Deferred Works), then the Developer may seek Council's approval to defer the Completion of the relevant Item of Work by providing written notice to Council:
- (c) identifying the relevant Item of Work that the Developer proposes to defer;
 - (d) specifying the reason for the request to defer the Completion of that Item of Work; and
 - (e) identifying the anticipated or proposed time for Completion of the relevant Item of Work.

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- (2) Council, acting reasonably, must give the Developer a written notice within thirty (30) Business Days of the date upon which the Developer serves written notice upon Council in accordance with paragraph (1) stating:
 - (a) whether or not it consents to the deferral of the Deferred Works;
 - (b) the revised date for Completion required by Council; and
 - (c) any reasonable conditions Council requires with respect to the deferral (including any requirement for additional Security on account of that deferral, but only to the extent necessary to ensure that Council holds adequate security based on the then estimated cost to complete the relevant Item of the Works).
- (3) If Council fails to notify the Developer in accordance with paragraph (2), Council is taken to have consented to the deferral of the Deferred Works without any conditions.
- (4) If Council consents to the deferral of the Deferred Works, then the following applies:
 - (a) The Developer must comply with any conditions required by Council under paragraph (2) above.
 - (b) Provided the Developer satisfies those conditions, the Developer will not be considered to be in breach of this document as a result of a failure to achieve Completion of the relevant Deferred Works by the time for Completion specified in this document.
 - (c) The time for completion of the Deferred Works under this document is either:
 - (i) the revised date for Completion specified by Council under paragraph (2)(b), or
 - (ii) the anticipated or proposed time identified by the Developer under paragraph (1)(e) where the Council has failed to notify the Developer as detailed in paragraph (3).

10 Provisions with respect to the Completion of the Works

10.1 Developer must notify

The Developer must provide a Completion Notice to Council within ten (10) Business Days of the Developer believing it has achieved Completion of any Item of Work.

10.2 Inspection

Council must inspect the Item of Work set out in a Completion Notice within ten (10) Business Days of the receipt of that Completion Notice.

10.3 Council to notify

- (1) Within the earlier of:
 - (a) ten (10) Business Days of inspecting the Item of Work identified in a Completion Notice; and
 - (b) twenty (20) Business Days from the receipt of the relevant Completion Notice.

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Council must provide notice in writing to the Developer that:

- (c) Council is satisfied that the Item of Work has been Completed; or
 - (d) Council is not satisfied that the Item of Work has been Completed, in which case the notice must also detail Council's reasons for that decision.
- (2) If Council provides a notice to the Developer under paragraph (1)(c) or does not provide the Developer with notice in accordance with paragraph (1), then the Item of Work set out in the Completion Notice will be deemed to have been Completed, and the Development Contribution comprising that Item of Work will be recognised as having been provided for the purpose of this document, on the date nominated in the Completion Notice.
- (3) Where Council serves notice on the Developer pursuant to paragraph (1)(d) the Developer must:
- (a) carry out such works as are required to address the matters set out in the notice within three (3) months from the date it is issued by the Council unless otherwise agreed by the Council; or
 - (b) serve a notice on the Council that it disputes the matters set out in the notice. If the Developer serves notice on the Council in accordance with paragraph (a) the expert determination process at clause 19 will apply.

10.4 Developer's further notification

- (1) Where the Developer rectifies the Works in accordance with clause 10.3(3)(a) it must serve upon the Council a new Completion Notice for the Item of Work it has rectified (**New Completion Notice**).
- (2) The provisions of clauses 10.1 to 10.4 (inclusive) apply to any New Completion Notice issued by the Developer.

10.5 Works-as-executed-plan

No later than sixty (60) days after an Item of Work is Completed in accordance with this document, the Developer must submit to Council:

- (1) a full works-as-executed-plan for the relevant Item of Work; and
- (2) the technical or operation manual, specifications and warranties (if any) for any product that forms part of the relevant Item of Work.

10.6 Hand-over of Works

- (1) Subject to anything to the contrary in this document, Council accepts responsibility for an Item of Work on the later of:
 - (a) the date when the Item of Work is Completed for the purposes of this document; or
 - (b) if the Work is carried out on Land which is to be dedicated to Council under this document, the date of dedication of that Land.

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- (2) The Developer, at its own cost, must repair and make good to the satisfaction of Council (acting reasonably) any loss or damage to a Work from any cause whatsoever which occurs before the Work is Completed for the purposes of this document.

11 Procedures relating to the rectification of defects

11.1 Definition of Defects Liability Period

In this clause 11 the following definitions apply:

- (1) **Building Works** has the same meaning as in the Act.
- (2) **Defects Liability Period** means twelve (12) months from the date the Work is Completed for the purposes of this document.

11.2 Council may issue Rectification Notice

During the Defects Liability Period, Council may give to the Developer a Rectification Notice.

11.3 Developer must comply with Rectification Notice

The Developer must comply with a Rectification Notice at its own cost, according to the terms of that notice and to the satisfaction of Council, acting reasonably. The Developer must notify the Council once all items in the Rectification Notice have been addressed. If Council does not respond to the notification issued by the Developer advising that all items in the Rectification Notice have been complied with within 30 days – the terms of the notice are deemed to be satisfied.

11.4 If the Developer fails to comply with a Rectification Notice

- (1) Council may enter upon the Land for the purpose of satisfying a Rectification Notice where the Developer has failed to comply with, the Rectification Notice, but only after giving the Developer not less than ten (10) Business Days written notice of its intention to do so.
- (2) If Council elects to exercise the step-in rights granted to it under paragraph (1) then:
- (a) Council may:
- (i) enter upon any part of the Land to which it requires access in order to satisfy the obligations of the Developer in accordance with the Rectification Notice; and
- (ii) rectify the relevant Defects in accordance with the Rectification Notice; and
- (b) the Developer must not impede or interfere with Council in undertaking that work.
- (3) Where Council exercises its step-in rights in accordance with this clause 11.4, all costs incurred by Council in rectifying the relevant Defects may be claimed by Council or drawn down from a relevant bond or other Security for the relevant works..

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11.5 End of the Defects Liability Period

- (1) By no later than ten (10) Business Days prior to the end of the Defects Liability Period:
 - (a) Council will undertake a final inspection of the relevant Item of Work; and
 - (b) Council may either:
 - (i) by way of written notice to the Developer, confirm that the Item of Work is acceptable to Council, acting reasonably; or
 - (ii) issue a Rectification Notice to the Developer if it identifies any part of the Item of Work which is not acceptable to Council, acting reasonably.
- (2) If Council issues a Rectification Notice under paragraph (1)(b)(ii), the Developer must comply with the Rectification Notice at its own cost, according to the terms of that Rectification Notice and to the satisfaction of Council, acting reasonably (and for the purpose of clarity, clause 11.4 applies with respect to any such Rectification Notice).
- (3) Council may not issue a further Rectification Notice under paragraph (1) for any additional unacceptable parts of the Item of Work that were not identified in the Rectification Notice issued under paragraph (1)(b)(ii).
- (4) If Council does not issue a Rectification Notice within ten (10) Business Days after undertaking a final inspection of the Works under paragraph (1)(a), the Works will be deemed to be acceptable to Council, acting reasonably.
- (5) If Council issues a Rectification Notice under paragraph (1), the Defects Liability Period for the Item of Work the subject of that Rectification Notice does not end for the purpose of this document until the relevant matters set out in that Rectification Notice have been addressed in accordance with this document.

12 Failure to carry out Work

12.1 Council may issue notice

- (1) If Council considers that the Developer is in breach of any obligation under this document relating to the carrying out of any Work, including Work the subject of a Rectification Notice, Council may give the Developer a notice under this clause 12.
- (2) The notice may require the Developer to:
 - (a) rectify the breach to Council's satisfaction; and
 - (b) immediately cease carrying out further work relating to the Work except to rectify the breach.
- (3) A notice given under paragraph (1) must allow the Developer not less than twenty eight (28) Business Days (or such further period as Council considers reasonable in the circumstances) to rectify the breach.

12.2 Developer must comply

The Developer must comply with any notice issued by Council under clause 12.1

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12.3 If Developer fails to comply

- (1) Without limiting any other rights Council has to enforce this document, if the Developer does not comply with a notice given under clause 12.1 then Council may:
 - (a) call upon the Security;
 - (b) carry out and complete the Work the subject of the Developer's breach; and
 - (c) in the event the costs reasonably incurred by Council in carrying out the Works cannot be met by the Security, the Developer must pay the difference to Council within twenty eight (28) days of receiving a written demand for such payment by Council.
- (2) Clauses 19 and 20 do not prevent a notice being given under clause 12.1, nor do they apply to such a notice or the circumstances relating to the giving of the notice. Any procedure commenced under clause 19 or clause 20 ceases to apply when such a notice is given.
- (3) For the purposes of paragraph (1), the costs which Council can recover include fees and charges incurred by Council, Council's employees, agents and contractors, and legal costs and expenses.

13 Maintenance and management of Works

13.1 Definitions

- (1) In this clause the following definitions apply:
 - (a) **Hard Landscaping Work** means items such as paving, seating, buildings, signage, lighting, playground equipment, and any other landscaping work that is not a Soft Landscaping Work.
 - (b) **Maintenance Period** means:
 - (i) to the extent that an Item of Work is carried out on Maintenance Land, the period set out in the VMP; and
 - (ii) to the extent that an Item of Work is not carried out on Maintenance Land, a period of twelve (12) months commencing on the date the Work is Completed.
 - (c) **Maintenance Compliance Certificate** means a written notice issued by Council in accordance with clause 13.3(4)(b)(i) or an Independent Verifier in accordance with clause 13.3(9)(b)(i).
 - (d) **Maintenance Standards** means the maintenance standards and performance criteria of what constitutes fair wear and tear for the Works during the Maintenance Period.
 - (e) **Soft Landscaping Work** means any Work comprising the planting of vegetation and associated preparation of planting beds or growing medium, such as shrubs, groundcovers, mulch and grass.

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13.2 Developer must maintain

Subject to clause 13.5(1) and 13.5(2), the Developer must maintain each Hard Landscaping Work, Soft Landscaping Work during the Maintenance Period in accordance with:

- (1) any matters set out in clause 8.2;
- (2) any approved management documents under the Development Consent relating to the Work or the land on which the Work is or is to be located in force at the date of this document.

13.3 Maintenance Compliance Certificate

- (1) The Developer may seek a Maintenance Compliance Certificate for a Work from either Council or an Independent Verifier.
- (2) If the Developer elects to appoint Council to issue the Maintenance Compliance Certificate:
 - (a) Council is to undertake an inspection of the Work the subject of the Maintenance Period;
 - (i) in respect of Hard Landscaping Work every three (3) months commencing on the date that the Work is completed for the purpose of this document;
 - (ii) in respect of Soft Landscaping Work, every six (6) months commencing on the date that the Work is completed for the purpose of the document; and
 - (iii) in respect of Water Quality and Treatment Basin Works, every six (6) months commencing on the date that the Work is completed for the purpose of the document.
- (3) After each inspection, Council is to provide written notice to the Developer advising whether the Work has been maintained and managed in accordance with clause 13.2. If no written notice is received within ten (10) Business Days, Council is deemed to be satisfied of the Work and the Maintenance Compliance Certificate is deemed to have been issued.
- (4) By no later than ten (10) Business Days prior to the end of the Maintenance Period:
 - (a) Council will undertake a final inspection of the Work; and
 - (b) Council may either:
 - (i) by way of written notice to the Developer, confirm that the Work has been maintained by the Developer in accordance with this clause 13; or
 - (ii) issue a notice to the Developer if it identifies any part of the Work which has not been maintained by the Developer in accordance with this clause 13.

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- (5) If Council issues a notice under clause 13(4)(b)(ii) the Developer must comply with that notice at its own cost.
- (6) Council may not issue a further notice under clause 13.3(4)(b)(ii) for any additional unacceptable parts of the Work that were not identified in the original notice issued under 13.3(4)(b)(ii).
- (7) If the Developer elects to appoint an Independent Verifier to issue the Maintenance Compliance Certificate:
 - (a) prior to the provision of the relevant Subdivision Certificate, the Developer is to give Council written notice of the details of the nominated Independent Verifier who is to have relevant qualifications recognised by Ecological Consultants Association of NSW for Water Quality and Treatment Basin Works and Australian Institute of Landscape Architects for Hard Landscaping Works and Soft Landscaping Works ; and
 - (b) the Independent Verifier is to undertake an inspection of the Work the subject of the Maintenance Period;
 - (i) in respect of Hard Landscaping Work every three (3) months commencing on the date that the Work is completed for the purpose of this document; and
 - (ii) in respect of Soft Landscaping Work, every six (6) months commencing on the date that the Work is completed for the purpose of the document.
 - (iii) in respect of Water Quality and Treatment Basin Works, every six (6) months commencing on the date that the Work is completed for the purpose of the document.
- (8) After each inspection, the Independent Verifier is to provide written notice to each of the parties advising whether the Work has been maintained and managed in accordance with clause 13.2.
- (9) By no later than ten (10) Business Days prior to the end of the Maintenance Period:
 - (a) the Independent Verifier will undertake a final inspection of the Work; and
 - (b) the Independent Verifier may either:
 - (i) by way of written notice to the Developer, confirm that the Work has been maintained by the Developer in accordance with this clause 13; or
 - (ii) issue a notice to the Developer if it identifies any part of the Work which has not been maintained by the Developer in accordance with this clause 13.
- (10) If the Independent Verifier issues a notice under clause 13.3(9)(b)(ii) the Developer must comply with that notice at its own cost.
- (11) The Independent Verifier may not issue a further notice under clause 13.3(9)(b)(ii) for any additional unacceptable parts of the Work that were not identified in the original notice issued under 13.3(9)(b)(ii).

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- (12) If Council does not agree with the decision of the Independent Verifier referred to in clause 13.3(9)(b)(i), then clause 19 applies.
- (13) For the purposes of this clause, maintenance includes repairing damage caused by vandalism to the Work (including replacement of plants due to vandalism) but does not include deterioration as a result solely of fair wear and tear.

13.4 No further claim against Developer

If the Developer has complied with its obligations under this clause 13, Council cannot make any Claim (other than a Claim arising from the negligence of the Developer or Landowner or a breach of this document by the Developer or Landowner), objection or demand about the state or condition of a Work after the end of the Maintenance Period for that Work, other than with respect to defects notified to Council in accordance with clause 10.5.

13.5 Developer may elect to pay monetary contribution

- (1) At the request of the Developer and provided that Council agrees, the Developer may satisfy any of its obligations in relation to the maintenance and management of the Works by paying the Notional Value assigned to the respective maintenance and management of the Work as a monetary contribution in the manner set out in clause 6.
- (2) Council agrees that if the Developer performs its obligations under this document in relation to maintenance and management of a Work in accordance with paragraph (1), Council will hold the monetary Development Contribution for the purpose of the maintenance and management of the Work and apply the money towards that purpose.
- (3) The Developer and Landowner must give, or procure, reasonable access to Council to that part of the Land upon which management and maintenance of the Work are to be carried out by Council in accordance with paragraph (2).
- (4) For the avoidance of doubt, if the Developer pays the Notional Value for the maintenance and management of the Work in lieu of carrying out the maintenance and management pursuant to paragraph (1), the Developer is not required to carry out the maintenance and management of the Work.

13.6 Public positive covenant

- (1) The Developer, at its cost, must register a public positive covenant for the term of the Maintenance Period prior to the issue of the Subdivision Works Certificate for Stage 1 in accordance with Item 2 of Part 2 of **Schedule 3** on the title to the relevant Maintenance Land as required by the Development Consent, or on such other terms acceptable to Council acting reasonably (**Public Positive Covenant**).
- (2) If the Development Consent is modified in such a way to impact the relevant Maintenance Period, the parties will promptly work in good faith to amend the Public Positive Covenant to reflect this change, at the Developer's cost.

14 Council may withhold Subdivision Certificate

14.1 Subdivision Certificate for Final Lots

- (1) The Developer may only make, or cause, suffer or permit the making of, an application for a Subdivision Certificate that creates a Final Lot in the Development if, at the date

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of the application, the Developer is not in breach of its obligation to make Development Contributions under this document.

- (2) If an application for a Subdivision Certificate that creates a Final Lot in the Development is made in spite of paragraph (1), Council may withhold the issue of that Subdivision Certificate until the Developer has made all Development Contributions under this document required to be made prior to that Subdivision Certificate being issued.

14.2 Council may withhold Subdivision Certificates

- (1) The Developer acknowledges and agrees that the issue of a Subdivision Certificate may be withheld if, at the relevant time, the Developer is in breach of any obligation to make Development Contributions under this document until such time as:
 - (a) the breach is rectified; or
 - (b) Council calls upon the Security provided by the Developer in respect of the Development Contributions to which the breach relates and any amount required to be paid by the Developer under this document on account of that breach over and above the amount of the Security is paid in full.
- (2) For the purpose of clarity, Council may not withhold the issue of a Subdivision Certificate if the Developer has not met its obligations to maintain and manage Works after those Works have been Completed.

15 Security for the dedication of land

15.1 Council may acquire

If the Landowner does not dedicate any part of the Land required to be dedicated under this document by the time by which it is required to be dedicated, the Developer and Landowner agree that Council may compulsorily acquire that land:

- (1) for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures under the Just Terms Act; and
- (2) at any time after which that land would be required to be dedicated under this document.

15.2 Agreement to acquire

The parties acknowledge and agree that clause 15.1 constitutes an agreement for the purpose of section 30 of the Just Terms Act.

15.3 Additional comfort for Council

- (1) If, as a result of an acquisition referred to in clause 15.1, Council is required to pay compensation to any person other than the Developer or Landowner, the Developer must reimburse Council, as a Development Contribution, for that amount upon a written request being made by Council.
- (2) The Developer and Landowner indemnifies and keeps indemnified Council against all Claims made against Council as a result of any acquisition by Council of the whole or any part of the Land that is required to be dedicated under this document.

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- (3) The Developer and Landowner must promptly do all things necessary, and consent to Council doing all things necessary, to give effect to this clause 15, including without limitation:
- (a) signing any documents or forms;
 - (b) giving land owner's consent for the lodgement of any Development Application;
 - (c) producing certificates of title (or other relevant documents evidencing title) to the Registrar-General under the *Real Property Act 1900* (NSW); and
 - (d) paying Council's costs arising from this clause 15.

15.4 Developer and Landowner must not deal with property until this document is registered

- (1) The Developer and Landowner must not during any period prior to the registration of this document pursuant to clause 17, sell, transfer, mortgage, or charge the Land to be dedicated to Council without first obtaining Council's consent in writing.
- (2) The Developer and Landowner must not during the term of this document, grant a lease or licence or any other right of occupancy to any person over the Land to be dedicated to Council, other than any temporary licence necessary for the conduct of the Development

16 Security for carrying out of Work

16.1 Provision of Security

Subject to paragraph 16.3, prior to the issue of a Subdivision Certificate for any stage of the Development where **Item 1 in Schedule 3** must be Completed, the Developer must provide Council with a Bank Guarantee(s) for an amount equivalent to ten percent (10%) of the Contribution Value for the relevant Item of Works (**Defects Security**).

16.2 Maintenance Cash Deposit

- (1) The Maintenance Cash Deposit constitutes 'Security' for the purpose of clauses 16.3, 16.4 and 16.5 of this document.
- (2) The Maintenance Cash Deposit is made for the purpose of this document when Council receives the full amount of the Maintenance Cash Deposit under this document:
 - (a) in cash or by unendorsed bank cheque; or
 - (b) by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by Council.
- (3) Unless:
 - (a) Council intends to make a demand against the Maintenance Cash Deposit provided to it; and
 - (b) to the relevant extent, the obligations secured by the Maintenance Cash Deposit have not been provided; and

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- (c) at the relevant time, this document is registered on the title to any part of the Maintenance Land; and
- (d) at the relevant time, the Developer has not remedied a breach of this document to the extent that it relates to any obligations secured by the Maintenance Cash Deposit of which it has been given notice by Council; and/or
- (e) Council disputes the request in accordance with clauses 19 or 20,

then the amount of the Maintenance Cash Deposit may be reduced, in which case Council, upon a written request being made by the Developer to refund part or all of the Maintenance Cash Deposit, must provide that refund within ten (10) Business Days of such a request being made.

- (4) The amount of Maintenance Cash Deposit is to be reviewed yearly and reduced by an amount equivalent to works done during the proceeding twelve (12) month period.

16.3 Floating Security

The Developer may satisfy clause 16.1 and 16.2 by allowing Council to retain any Security previously provided under this document, provided that Council holds Security in an amount no less than the aggregate required to be provided by the Developer under this clause 16 at the relevant time.

16.4 Council may call on Security

If:

- (1) the Developer has defaulted under this document and has not complied with a notice issued by Council (including a Rectification Notice or default notice) under this document in respect of Works; and
- (2) Council has either rectified the Works or been forced to carry out the Works itself,

then without limiting any other remedies available to it, Council may call on any Security held by Council at that time.

16.5 Top up of Security

If Council calls on the Security, Council, by notice in writing to the Developer, may require the Developer to provide a further or replacement Security in an amount that, when added to any unused portion of any Security then held by Council, does not exceed the amount of the Security which Council is entitled to hold at that time under this document.

16.6 Release of Defects Security

Unless:

- (1) Council has made a demand against the Defects Security provided to it;
- (2) the relevant Defects Liability Period has not expired; or

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- (3) at the relevant time the Developer has not remedied a breach of this document of which it has been given notice by Council,

Council, upon a written request being made by the Developer, must return the Defects Security within ten (10) Business Days of such a request being made.

16.7 Indexation of value of Security value

The Developer must ensure that, on an annual basis from the date of commencement of this document, that the Security then held by Council is calculated in accordance with the indexed amount of the Contribution Values under clause 5.4.

17 Registration of this planning agreement

17.1 Obligation to register

- (1) This document must be registered on the title of the Land pursuant to section 7.6 of the Act.
- (2) The Developer and Landowner must:
- (a) do all things necessary to allow the registration of this document to occur under paragraph (1) on the title of the Land; and
 - (b) pay any reasonable costs incurred by Council in undertaking that registration.

17.2 Obligations of Developer

- (1) The Developer, at its own expense must, promptly after this document comes into operation, and before the issue of any Construction Certificate or Subdivision Works Certificate (excluding a Subdivision Works Certificate for Bulk Earthworks) for the Development, take all necessary and practical steps, and otherwise do anything that the Council reasonably requires, to procure:
- (a) the consent of each person who:
 - (i) has an estate or interest in the Land; or
 - (ii) is seized or possessed of an estate or interest in the Land;
 - (b) the execution of any documents; and
 - (c) the production of the relevant title documentation,
- to enable the registration of this document in accordance with clause 17.1.
- (2) The Developer, at its own expense, will take all necessary and practical steps, and otherwise do anything that the Council reasonably requires:
- (a) to allow the lodgement of this document with the Registrar-General as soon as reasonably practicable after this document comes into operation but in any event, no later than thirty (30) business days after that date; and

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- (b) to allow the registration of this document by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this document is lodged for registration.
- (3) Council must cooperate and sign all relevant documents required by the Registrar-General or Developer as necessary to ensure the lodgment and registration of this document.

17.3 Removal of this document from title of the Land

- (1) After the Developer and Landowner have satisfied their obligations for each relevant Stage in accordance with this document, Council will do all things necessary to remove this document from the title to the Land as quickly as practicable.
- (2) At the time of the relevant “Due date or development lot trigger – Completion of works” or “due date or development lot trigger – Dedication of Land” as described for the relevant Development Contribution in Schedule 3, the Developer or Landowner, by notice in writing, may request that Council facilitate the removal of this document from the title to any part of the Land.
- (3) This document will be removed from the title to any part of the Land if the Developer or Landowner gives Council a written notice requesting such removal and:
 - (a) the Developer and Landowner satisfies Council that the Developer and Landowner has fulfilled its obligations to make Development Contributions in accordance with Schedule 3 under this document with respect to that part of the Land from which a removal is being sought;
 - (b) in respect of the Maintenance Land (and without limiting paragraph (3)(a)), Council is satisfied that the Developer and/or Landowner has met all of the obligations under clause 13 in connection with the Maintenance Land; and
 - (c) the Developer and Landowner are not otherwise in default of any of its material obligations under this document.

18 Enforcement

- (1) Any party may enforce this document in any court of competent jurisdiction.
- (2) For the avoidance of doubt, nothing in this document prevents:
 - (a) a party from bringing proceedings in the Court to enforce any aspect of this document or any matter to which this document relates; and/or
 - (b) Council from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this document or any matter to which this document relates.

19 Dispute resolution - expert determination

19.1 Application of this clause

- (1) This clause applies to a dispute under this document about a matter that can be determined by an appropriately qualified expert (**Expert Determination Dispute**).

- (2) An Expert Determination Dispute is taken to arise if a party gives the other parties a notice in writing specifying particulars of the dispute and requiring it to be determined by an appropriately qualified expert (**EDD Notice**).
- (3) If the parties disagree over whether a dispute is properly an Expert Determination Dispute, then any party may refer that issue to the Chief Executive Officer (**CEO**) of the professional body that represents persons with the relevant expertise, for a determination of that issue. The CEO's determination is final and binds the parties.

19.2 Selection and engagement of Expert

- (1) If an EDD Notice has been given under clause 19.1, the parties must use all reasonable endeavours to agree on a person who is independent of the parties, and is qualified in fields which are relevant to the issues comprising the Expert Determination Dispute, as the expert to determine the issues.
- (2) If the parties have not reached agreement on an expert within ten (10) Business Days of the giving of the relevant EDD Notice, either party may refer the dispute to the President of the NSW Law Society to nominate an expert to determine the dispute.
- (3) The parties must use their best endeavours to finalise the terms of the expert's retainer and appoint the expert as soon as possible and, in any event, within ten (10) Business Days after the expert has been agreed or nominated in accordance with this clause 19, and which must include directions to the expert to undertake the determination of the Expert Determination Dispute in accordance with this clause 19.
- (4) If the expert appointed under paragraph (3) dies or resigns, or the parties agree to replace the expert, then paragraphs (1), (2) and (3) re-apply as if a notice was given under clause 19.1 in respect of the same issues on the day on which all parties became aware that the expert has died or resigned or they agree to replace the expert.

19.3 Expert no longer independent

If the expert becomes aware at any stage of any circumstance that might reasonably be considered to adversely affect the expert's capacity to act independently or impartially:

- (1) the expert must inform the parties immediately;
- (2) the appointment of the expert will terminate unless the parties agree otherwise; and
- (3) if they agree to replace the expert, the parties must promptly do all things necessary to do so.

19.4 Role of the expert

- (1) The parties acknowledge and agree that the expert should, and they will use their best endeavours to ensure that expert will:
 - (a) issue his or her determination with respect to the Expert Determination Dispute as soon as possible;
 - (b) treat all information provided to him or her in relation to the Expert Determination Dispute as confidential;
 - (c) act as an expert and not as an arbitrator;

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- (d) act independently of the parties, and act fairly and impartially as between the parties;
- (e) give each party a reasonable opportunity of presenting its case by way of written submissions (which must be provided in full to the other parties) and countering any arguments of any opposing party by way of written submissions in reply;
- (f) proceed in any matter he or she thinks fit;
- (g) determine whether it is appropriate to co-opt legal or other technical expertise to assist his or her coordination of the dispute;
- (h) conduct any investigation which he or she considers necessary to resolve the dispute;
- (i) examine such documents, and interview such persons, as he or she may require; and
- (j) make such directions for the conduct of the expert determination as he or she considers necessary.

19.5 Determination of the expert

- (1) The parties acknowledge and agree that the determination of the expert binds the parties, except in the case of the expert's fraud or misfeasance.
- (2) If the determination of the expert contains a clerical mistake, an error arising from an accidental inclusion or omission, a material miscalculation of figures, a material mistake in the description of any person, matter or thing, or a defect of form, then:
 - (a) the party which noticed the relevant matter must notify the other parties in writing promptly,
 - (b) the parties must use their best endeavours to ensure that the expert corrects the determination within ten (10) Business Days after they receive notice; or
 - (c) if the expert does not correct the determination within that time, the parties may agree to appoint a substitute expert.
- (3) Each party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination and must pay one-third of the expert's costs and any incidental costs of facilitating the expert determination.

20 Dispute resolution – mediation

20.1 Application

This clause applies to any dispute under this document other than a dispute to which clause 19 applies (**Mediation Dispute**).

20.2 Notice

A Mediation Dispute is taken to arise if one party gives the other parties a notice in writing specifying particulars of the dispute (**MD Notice**).

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20.3 Procedure

- (1) The parties must meet within fourteen (14) days of the service of an MD Notice to try to resolve the Mediation Dispute.
- (2) If the Mediation Dispute is not resolved within a further twenty eight (28) days, the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time, and must request the President of the Law Society, or the President's nominee, to select a mediator.
- (3) If the Mediation Dispute is not resolved by mediation within a further twenty eight (28) days, or any longer period that may be needed to complete any mediation process which has been started, then the parties may exercise their legal rights in relation to the matter the subject of the Mediation Dispute, including by taking legal proceedings in a court of competent jurisdiction in New South Wales.

21 Assignment

21.1 Application

This clause 21 only applies during any period when this document is not registered on the title of the Land.

21.2 Restriction on Assignment

Other than in accordance with this clause 21 the Developer and Landowner may not:

- (1) Assign any part of the Land; and/or
- (2) Assign their rights or obligations under this document.

21.3 Procedure for Assignment

- (1) If the Developer and/or Landowner:
 - (a) wishes to Assign any part of the Land; and/or
 - (b) wishes to Assign its rights or obligations under this document,then the Developer and/or Landowner must:
 - (c) provide a written request to Council for the consent of Council to the relevant Assignment;
 - (d) provide Council with any evidence required by Council, acting reasonably, to satisfy Council that the third party in whose favour the Assignment is to be made (**Assignee**) is reasonably capable of performing the obligations under this document that are to be Assigned to it;
 - (e) obtain written consent of Council to the relevant Assignment; and
 - (f) at no cost to Council, procure:

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- (i) the execution by the Assignee of an appropriate deed where the Assignee agrees to be bound by the terms of this document; and
 - (ii) the provision of all Security to Council by the Assignee that the Developer is required to provide under this document (and any additional securities if required by Council acting reasonably) at the same time as, or prior to, entering into that deed.
- (2) Council is under no obligation to consider (but not unreasonably withhold) granting its consent to any request made by the Developer and/or Landowner under paragraph (1)(c) if, at the time the request is made, the Developer and/or Landowner is in breach of this document.

22 Position of Council

22.1 Consent authority

The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Legislation.

22.2 Agreement does not fetter discretion

This document is not intended to operate to fetter, in any unlawful manner:

- (1) the power of Council to make any Law; or
- (2) the exercise by Council of any statutory power or discretion,
(Discretion).

22.3 Severance of provisions

- (1) No provision of this document is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this document is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:
 - (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 21.1 is substantially satisfied; and
 - (b) in the event that paragraph (a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this document has full force and effect.
- (2) Where the Law permits Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if Council has in this document contracted out of a provision or exercised a Discretion under this document, then to that extent this document is not to be taken to be inconsistent with the Law.

22.4 No obligations

Nothing in this document will be deemed to impose any obligation on Council to exercise any of its functions under the Act in relation to the Land or the Development.

23 Indemnity and Insurance

23.1 Insurance

- (1) The Developer must take out and keep current to the satisfaction of Council the following insurances in relation to Work required to be carried out by the Developer under this document, up until the time that the Work is taken to have been Completed in accordance with this document:
 - (a) contract works insurance, noting 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,
 - (b) public liability insurance for at least \$20,000,000.00 for a single occurrence which covers Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - (c) workers compensation insurance as required by law, and
 - (d) any other insurance required by law.
- (2) If the Developer fails to comply with clause 23.1(1), 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 Council and may be recovered by Council as it deems appropriate, including:
 - (a) by calling upon any Security provided by the Developer to Council pursuant to clause 16; or
 - (b) recovery as a debt due in a court of competent jurisdiction.
- (3) The Developer must not commence to carry out any Work unless it has first provided to Council satisfactory written evidence of all of the insurances specified in clause 23.1(1).
- (4) Council acknowledges and agrees that the insurances required to be taken out and kept current by the Developer in accordance with this clause 23.1 may be novated to the Third Party.

24 Review of this document

24.1 Developer to report

- (1) The Developer from time to time must provide Council with a report in accordance with the completion of the obligations under the VMP or as and when requested from time to time by Council (acting reasonably).

24.2 Parties to review

- (1) The parties are to review this document every three (3) years, and otherwise if either party considers that any change of circumstance has occurred, or is imminent, that materially affects the operation of this document.

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- (2) For the purposes of paragraph (1), the relevant changes include any change to a Law that restricts or prohibits, or enables Council or any other planning authority to restrict or prohibit, any aspect of the Development.
- (3) For the purposes of addressing any matter arising from a review of this document referred to in paragraph (1), the parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this document.
- (4) If this document becomes illegal, unenforceable or invalid as a result of any change to a law, the parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this document is entered into.
- (5) A party's failure to agree to take action requested by the other party as a consequence of a review referred to in paragraph (1) is not a dispute for the purposes of clauses 19 and 20, and is not a breach of this document.

25 GST

- (1) In this clause 25 the following definitions apply:
 - (a) Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.
 - (b) **GST Amount** means in relation to a Taxable Supply the amount of GST payable for the Taxable Supply.
 - (c) **GST Law** has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
 - (d) **Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a Party includes an Input Tax Credit for an acquisition made by that Party but to which another member of the same GST Group is entitled under the GST Law.
 - (e) **Taxable Supply** has the meaning given by the GST Law, excluding (except where expressly agreed otherwise) a supply for which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- (2) Subject to paragraph (4), if GST is payable on a Taxable Supply made under, by reference to or in connection with this document, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- (3) Paragraph (2) does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this document to be GST inclusive.
- (4) No additional amount is payable by Council under paragraph (2) unless, and only to the extent that, Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- (5) If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this document by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), the parties agree:

- (a) to negotiate in good faith to agree the GST inclusive market value of those Supplies before issuing Tax Invoices for those Supplies; and
 - (b) that any amounts payable by the parties in accordance with clause (as limited by paragraph (2) (as limited by clause 47(d)) to each other for those Supplies will be set off against each other to the extent that they are equivalent in amount.
- (6) No payment of any amount under this clause 25, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided the recipient with a Tax Invoice or Adjustment Note as the case may be.
- (7) Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- (8) This clause continues to apply after expiration or termination of this document

26 General provisions

26.1 Notices

- (1) A notice, consent, information, application or request (**Notification**) that must or may be given or made to:
 - (a) any other party under this document, must only be given or made if it is in writing and sent in one of the following ways:
 - (b) delivered or posted to that party at its address set out in this document; or
 - (c) emailed to that party at its email address set out in this document.
- (2) A party may change its address or email address by giving the other party three (3) Business Days' notice of the change, in which case the new address or email address is treated as the address or number in this document.
- (3) A Notification is to be treated as given or made under paragraph (1)(a) if it is:
 - (a) delivered, when it is left at the relevant address;
 - (b) sent by post, five (5) Business Days after it is posted; or
 - (c) sent by email, and the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty-four (24) hours of the email being sent.
- (4) If a Notification is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

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26.2 Obligation to act in good faith

The parties must at all times:

- (1) cooperate and use their best endeavours to profitably and professionally give effect to their rights and obligations set out in this document;
- (2) not unreasonably delay any action, approval, direction, determination or decision which is required of them;
- (3) make approvals or decisions that are required of them in good faith and in a manner consistent with the completion of the transactions set out in this document; and
- (4) be just and faithful in their activities and dealings with the other parties.

26.3 Legal costs

The Developer agrees to:

- (1) pay or reimburse the reasonable legal costs and disbursements of Council:
 - (a) for the negotiation, preparation and execution of this document; and
 - (b) arising from the ongoing administration and enforcement of this document including in relation to:
 - (i) the registration or removal of this document on the title to the Land in accordance with clause 17; and
 - (ii) any breach or default by the Developer or Landowner of its obligations under this document.

within twenty (20) business days of receipt of a Tax Invoice from Council.

26.4 Entire agreement

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

26.5 Counterparts

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same 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 and enforceability of this document.

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26.6 Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this document and all transactions incidental to it.

26.7 Governing law and jurisdiction

- (1) This document is governed by the Law of New South Wales.
- (2) The parties submit to the non-exclusive jurisdiction of its courts, and are not to object to the exercise of jurisdiction by those courts on any basis.

26.8 Representations and warranties

The parties represent and warrant that they have power to enter into this document and to comply with their obligations under the document, and that entry into this document will not result in the breach of any law.

26.9 Severability

- (1) If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- (2) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of it is to be treated as removed from this document, but the rest of this document is not affected.

26.10 Variation

No variation of this document has any effect unless it is in writing and signed by the parties and otherwise in accordance with the Act.

26.11 Waiver

- (1) A party does not waive any of the other party's obligation or breach of obligation merely by failing to do, or delaying in doing, something under this document.
- (2) A waiver by a party is effective only if it is in writing.
- (3) A written waiver by a party is effective only in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach, or as an implied waiver of that obligation or breach in relation to any other occasion.

Planning Agreement – 184 Narellan Road, Campbelltown (Lot 4 DP1213869)

Schedule 1 – Requirements under the Act

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
<p>Planning instrument and/or development application – (Section 7.4(1))</p> <p>The Developer has:</p> <p>(1) sought a change to an environmental planning instrument.</p> <p>(2) made, or proposes to make, a Development Application.</p> <p>(3) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(1) No</p> <p>(2) Yes.</p> <p>(3) Not Applicable.</p>
Description of land to which this agreement applies – (Section 7.4(3)(a))	Lot 4 in DP1213869, known as 184 Narellan Road, Campbelltown
Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b))	Not applicable.
Application of section 7.11 of the Act – (Section 7.4(3)(d))	Applies to the Development.
Applicability of section 7.12 of the Act – (Section 7.4(3)(d))	Applies to the Development.
Consideration of benefits under this agreement if section 7.11 applies – (Section 7.4(3)(e))	Refer to clause 4 of the Planning Agreement.
Mechanism for Dispute resolution – (Section 7.4(3)(f))	See clauses 19 and 20.
Enforcement of this agreement (Section 7.4(3)(g))	See clause 18.
No obligation to grant consent or exercise functions – (Section 7.4(3)(9))	See clause 22.

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Schedule 2 – Defined terms and interpretation

Part 1 – Defined terms

The following definitions apply unless the context requires otherwise.

Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Approval	includes approval, consent, licence, permission or the like.
Assign	as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.
Authority	means the Commonwealth of Australia, the State of New South Wales, or any department or agency of the Commonwealth of Australia or the State of New South Wales, any public authority within the meaning of the Act, and any court or tribunal.
Bank Guarantee	<p>means an irrevocable and unconditional undertaking without any expiry or end date by one of the following trading banks:</p> <ol style="list-style-type: none">(1) Australia and New Zealand Banking Group Limited.(2) Commonwealth Bank of Australia.(3) Macquarie Bank.(4) National Australia Bank Limited.(5) St George Bank Limited.(6) Westpac Banking Corporation.(7) Any other financial institution approved by Council, in its absolute discretion, in response to a request from the Developer.
Business Day	<p>means a day other than:</p> <ol style="list-style-type: none">(1) a Saturday, Sunday or public holiday in the state of New South Wales; or(2) 27, 28, 29, 30 or 31 December in any year.
Claim	means, against any person, any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense, or liability howsoever arising and whether present or future,

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fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Complete

means the point in time at which an Item of Work is fit for use and occupation, and is capable of being used and occupied for its intended purposes, except for minor omissions and minor defects which the Developer has reasonable grounds for not rectifying before public use and occupation of the Item of Work, and which will not prejudice the convenient and safe use of the Item of Work.

Completion Notice

means a notice issued under this document by the Developer to Council specifying an Item of Work that the Developer believes is Complete.

Construction Certificate

has the same meaning as in the Act.

Contribution Value

means:

- (1) in relation to an Item of Work, the amount specified in Part 1 of **Schedule 3** as the "*Notional Value of Works*" for that Item of Work; and
- (2) in relation to an Item (or any part) comprising Land to be dedicated, the amount specified in Part 1 of **Schedule 3** as the "*Notional Value of Land*" for that Land.

Court

means the Land and Environment Court of New South Wales.

DCP

means the *Campbelltown (Sustainable City) Development Control Plan 2015* (as amended from time to time).

Defect

means a material defect that adversely affects the structural integrity, functionality or use or enjoyment of a Work or part of a Work.

Defects Liability Period

has the meaning ascribed to it in clause 11.1.

Defects Security

has the meaning ascribed to it in clause 16.1.

Detailed Design

means plans and specifications which are sufficiently advanced so as to be suitable to enable the issue of a Construction Certificate for the relevant Work.

Development

means the staged subdivision to create one hundred and twenty nine (129) residential lots and five (5) residue lots, including clearing of vegetation, earthworks, construction of a temporary and permanent detention basin, construction of roads, construction of an acoustic wall and associated landscaping.

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Development Application	means development application number DA 1421/2022/DA-SW.
Development Consent	means the notice of orders (case no. 2022/00227044) issued on 2 November 2023 by the Land & Environment Court of New South Wales in connection with the Development Application including as amended by any subsequently approved modifications under section 4.55(1A) of the Act, being a modification of minimum environmental impact, which does not materially impact the Works subject to this agreement or a modification which substantially alters the yield of the Development..
Development Contribution	<p>means any of the following, or any combination of them, to be used for, or applied towards, a public purpose:</p> <ol style="list-style-type: none">(1) a monetary contribution;(2) the dedication of land free of cost;(3) the carrying out of work; and(4) the provision of any other material public benefit.
Dwelling	means a room, or suite of rooms, occupied or used, or so constructed or adapted, as to be capable of being occupied or used, as a separate domicile to be erected on any part of the Land.
Encumbrance	<p>means:</p> <ol style="list-style-type: none">(1) an interest or power reserved in or over an interest in any asset;(2) an interest or power created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement restriction on the use of land or positive covenant, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or(3) an interest or power by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.(4) However, the parties agree that Encumbrance does not include a Biobanking agreement or similar instrument relating to the conservation of biodiversity or as otherwise agreed between the parties during approval of the Detailed Design under clause 8.

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Final Lot	<p>means a lot created as part of the Development, including a strata lot, intended for separate occupation and disposition, not being:</p> <ul style="list-style-type: none">(1) a lot created by a subdivision of the Land that is to be dedicated or otherwise transferred to Council, the Minister or RMS;(2) a Super Lot; and(3) a lot created:<ul style="list-style-type: none">(a) for community use, ecological restoration, drainage, ecology, open space or infrastructure;(b) that is to be dedicated or otherwise transferred for public use.
Independent Verifier	<p>means the independent verifier nominated under clause 13, substantially qualified and experienced to certify the maintenance of the Work.</p>
Index	<p>means the Consumer Price Index (All Groups - Sydney) as provided by the Australian Bureau of Statistics.</p>
Item	<p>means each separate Development Contribution specified in Column 1 of Part 1 and Part 2 of Schedule 3.</p>
Just Terms Act	<p>means the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).</p>
Land	<p>means the "Land" set out in Schedule 1.</p>
Law	<p>means all legislation, regulations, by-laws, common law and other binding order made by any Authority.</p>
Legislation	<p>means the Act, the <i>Local Government Act 1993</i> (NSW) and the <i>Roads Act 1993</i> (NSW).</p>
Maintenance Cash Deposit	<p>means Item 3 in Part 2 of Schedule 3.</p>
Maintenance Land	<p>means the land comprising that part of the Land contained inside the red border and identified as the 'vegetation management area' in Figure 1 of the VMP.</p>
Maintenance Period	<p>has the meaning ascribed to it in clause 13.1(1)(b).</p>
Monetary Contribution	<p>means the amount specified as the "<i>Monetary Contribution</i>" in Part 2 of Schedule 3.</p>

Planning Agreement – 184 Narellan Road, Campbelltown (Lot 4 DP1213869)

Neighbourhood Shop Park	means Item 3 in Part 1 of Schedule 3 .
Notional Value	means the value identified in Part 1 of Schedule 3 or if a Plan of Management has been prepared which assigns a value to the maintenance and management of a Work to be prepared for each Item in Part 1 of Schedule 3 , the amount specified in the Plan of Management.
Occupation Certificate	has the same meaning as in the Act.
Overall Staging Plan	means the overall staging plan attached as Annexure 2 .
Permitted Encumbrances	means any encumbrance agreed by Council as a Permitted Encumbrance.
Plan of Management	means a plan of management within the meaning of s36 of <i>the Local Government Act 1993</i> (NSW).
Public Positive Covenant	has the meaning ascribed to it in clause 13.6.
Rectification Notice	means a notice in writing that identifies a Defect in Work and requires rectification of the Defect within a specified period of time.
Registrar General	means the Registrar General within the meaning of the <i>Real Property Act 1900</i> (NSW).
Regulation	means the <i>Environmental Planning and Assessment Regulation 2021</i> (NSW)
Remedial Action Plan	means the report specified under the <i>NSW Guidelines for Consultants Reporting on Contaminated Sites 2011</i> .
Security	means a Bank Guarantee provided by a financial institution acceptable to Council or other form of security to the satisfaction of Council provided in accordance with clause 16.
Stage 1	means the stage of development in accordance with a Development Consent for that part of the Development identified as 'Stage 1' in the Overall Staging Plan.
Stage 4A	means the stage of development in accordance with a Development Consent for that part of the Development identified as 'Stage 4A' in the Overall Staging Plan.
Subdivision Certificate	has the same meaning as in the Act.

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Subdivision Works Certificate	has the same meaning as in the Act.
Super Lot	means a lot that forms part of the Development which, following the registration of a plan of subdivision, is intended for further subdivision to create Final Lots.
Tax Invoice	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
VMP	means the Vegetation Management Plan in connection with the Land prepared by Travers Bushfire & Ecology and dated 12 October 2023 including as amended by any subsequently approved modifications under section 4.55(1A) of the Act, being a modification of minimum environmental impact, which does not materially impact the Works subject to this agreement..
Work	means the physical result of any building, engineering or construction work in, on, over or under land, required to be carried out by the Developer under this document.

Part 2 – Interpretational rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this document.
reference to statutes	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
singular includes plural	the singular includes the plural and vice versa.
person	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

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reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
accounting terms	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
meaning not limited	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
next day	if an act under this document to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
next Business Day	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
time of day	time is a reference to Sydney time.
headings	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document.
agreement, document or instrument	a reference to any agreement, document or instrument includes the same as varied, modified, supplemented, novated or replaced from time to time.
gender	a reference to one gender extends and applies to the other and neuter gender.

Planning Agreement – 184 Narellan Road, Campbelltown (Lot 4 DP1213869)

Schedule 3 – Development Contributions

The following contributions are provided in accordance with the stages of the Development set out in the Overall Staging Plan.

Part 1 – Completion of Works and dedication of Land

Item	Nature and extent of Contribution Item	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land	Notional Value of Works	Approx. land area
1	Stage 1 Riparian Area Works Commence works identified as 'Stage 1 – Pre-restoration works' as set out in the VMP	N/A	Must have commenced prior to the issue of the first Subdivision Certificate in connection with Stage 1 of the Development.	N/A	\$36,923.50	N/A
2	Stage 2 Riparian Area Works Works identified as 'Stage 2 – Construction works' as set out in the VMP	N/A	Prior to the issue of the first Subdivision Certificate in connection with Stage 4A of the Development.	N/A	\$73,401.46	N/A
3	Neighbourhood Shops Park [Option One] Embellishment of the Neighbourhood Shop Park and dedication of land	Prior to the issue of the first Subdivision Certificate in connection with Stage 4B of the Development		\$482,614	\$100,000	1,241m ²

Planning Agreement – 184 Narellan Road, Campbelltown (Lot 4 DP1213869)

Item	Nature and extent of Contribution Item	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land	Notional Value of Works	Approx. land area
	Neighbourhood Shops Park [Option Two] Where a temporary basin is required to be constructed (see Clause 8.2), the construction of the temporary basin. Decommissioning of the temporary basin, and the embellishment of the Neighbourhood Shop Park and dedication of land.			\$482,614	110,000	1,241m ²
			If Option 2 is selected, upon the completion of downstream works making the temporary basin redundant the decommissioning works under Option 2 are to be carried out.			

Planning Agreement – 184 Narellan Road, Campbelltown (Lot 4 DP1213869)

Part 2 – Other Contributions

Item	Nature and extent of contribution	Public Purpose	Contribution Value	Due date or development trigger
1	Koala Habitat Rehabilitation Program Monetary Contribution	Compensation for loss of Koala habitat.	<p>The amount of the contribution must be calculated at the time this document is executed in accordance with the <i>Comprehensive Koala Plan of Management 2018</i> (in force at the date of execution)</p> <p>As at the date of this document, the Contribution Value is estimated to be \$242,850.00 to be indexed in line with the Index.</p>	Prior to the issue of the first Subdivision Certificate in connection with the Development.
2	Registration of a Public Positive Covenant on the title to the Maintenance Land in accordance with condition 39 of the Development Consent.	Maintenance and Public access	N/A	Prior to the issue of the first Subdivision Works Certificate in connection with the Development (excluding Subdivision Works Certificate for Bulk Earthworks).
3	Maintenance Cash Deposit	Maintenance for years 6 to 15 in connection with the Maintenance Land and under the VMP.	\$262,931	Prior to the sixth (6 th) anniversary of the commencement of the Maintenance Period in connection with the Maintenance Land.

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		Maintenance for years 16 to 25 in connection with the Maintenance Land and under the VMP.	\$100,000	Prior to the sixteenth (16 th) anniversary of the commencement of the Maintenance Period in connection with the Maintenance Land.
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Planning Agreement – 184 Narellan Road, Campbelltown (Lot 4 DP1213869)

Annexure 1 – Form of Positive Covenant

ANNEXURE A TO POSITIVE COVENANT

PARTIES: CLEARSTATE CAMNARR192 NOMINEE PTY LTD (ABN 41 643 673 394) AND CAMPBELLTOWN CITY COUNCIL (ABN 31 459 914 087)

BURDENED LAND: [INSERT]

DATED:

Maintenance and repair

- (1) The Registered Proprietor of the Burdened Land must, at its own expense, do all things necessary to manage, monitor and maintain:
- (a) the Burdened Land; and
 - (b) all vegetation, works and improvements on the Burdened Land,
- in accordance with the VMP..
- (2) Where the Registered Proprietor of the Burdened Land fails to comply with any written request of the Council referred to in paragraph (1) above, the Council and every person authorised by it has the full and free right to enter upon the Burdened Land in order to manage, monitor and maintain:
- (a) the Burdened Land; and
 - (b) all vegetation, works and improvements on the Burdened Land,
- and the Registered Proprietor will meet any reasonable cost incurred by the Council in carrying out that work.

Name of Authority with the right to release, vary or modify this positive covenant: Campbelltown City Council.

Access

The Registered Proprietor grants to the Council a free, irrevocable licence to access the Burdened Land and remain on the Burdened Land during such days and times in order to give effect to or monitor compliance with the VMP. Council is to issue written notice of intention to access the Burdened Land at least forty-eight (48) hours prior to access being sought.

Name of Authority with the right to release, vary or modify this positive covenant: Campbelltown City Council.

"Burdened Land" means the burdened land specified above.

"Registered Proprietor" means the registered proprietor (and any other interest-holders of the Burdened Land) from time to time, and all its heirs, executors, assigns and successors in title to the Burdened Land and, where there are two or more registered proprietors of the land, the terms of this covenant shall bind all those persons jointly and severally.

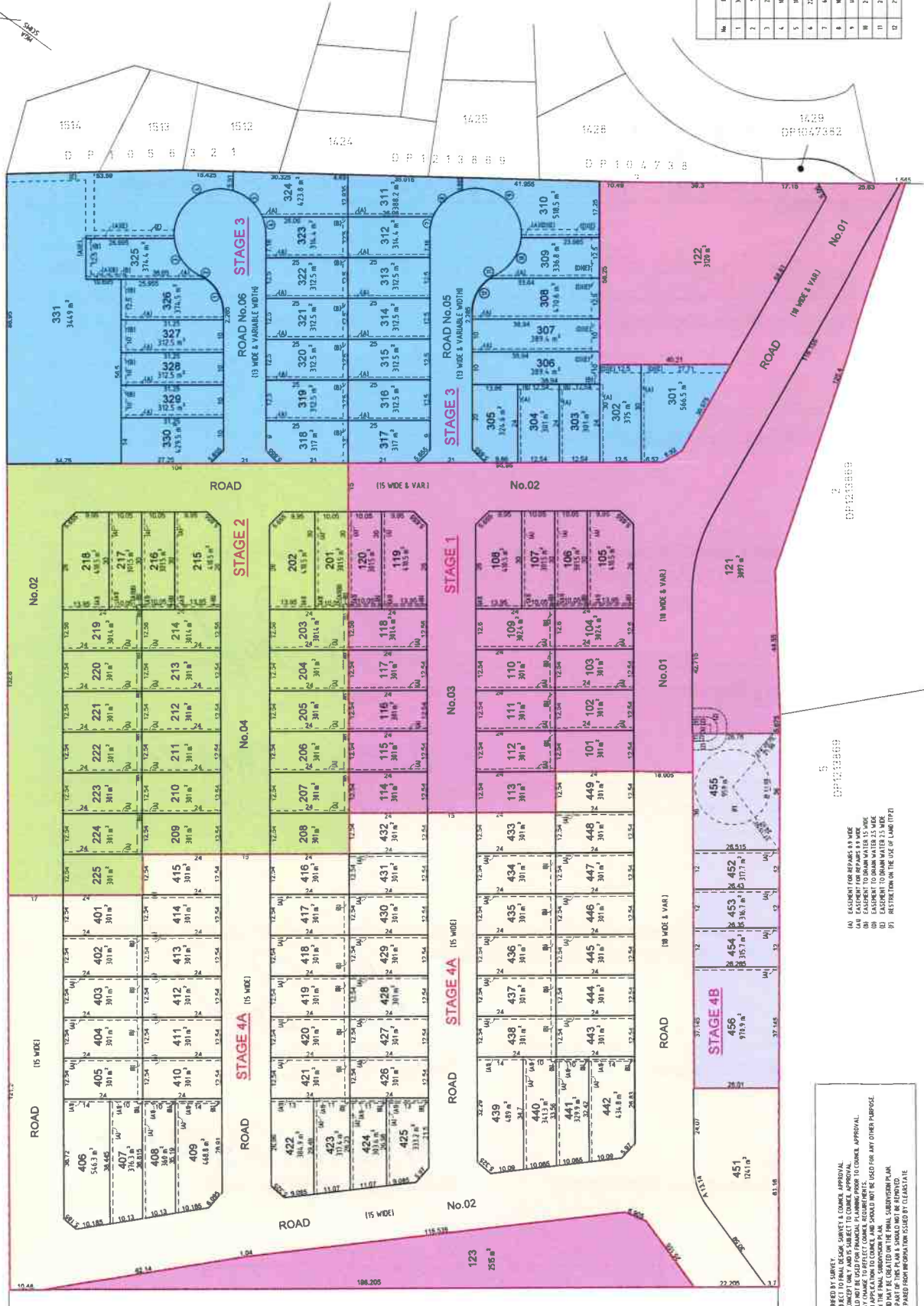
Planning Agreement – 184 Narellan Road, Campbelltown (Lot 4 DP1213869)

“VMP” means the Vegetation Management Plan in connection with the Burdened Land prepared by Travers Bushfire & Ecology and dated 12 October 2023 including as amended by any subsequently approved modifications under section 4.55(1A) of the Act, being a modification of minimum environmental impact, which does not materially impact the Works subject to this agreement.

Planning Agreement – 184 Narellan Road, Campbelltown (Lot 4 DP1213869)

Annexure 2 – Overall Staging Plan

HUME MOTORWAY



SCHEDULE OF SHORT LINES & CURVES									
LINE	BEARING	DISTANCE	ARC	RADIUS	CHORD	AREA	PERCENTAGE	ANGLE	CHORD
1	34°10'55"	4.14	104	10.5	10.5	10.5	10.5	10.5	10.5
2	5°14'55"	4.45	2165	10.5	10.5	10.5	10.5	10.5	10.5
3	77°22'30"	10.25	16.545	10.5	10.5	10.5	10.5	10.5	10.5
4	10°10'30"	20.48	27.21	10.5	10.5	10.5	10.5	10.5	10.5
5	10°10'30"	11.95	11.95	10.5	10.5	10.5	10.5	10.5	10.5
6	22°10'30"	5.575	5.575	10.5	10.5	10.5	10.5	10.5	10.5
7	10°10'30"	11.95	11.95	10.5	10.5	10.5	10.5	10.5	10.5
8	10°10'30"	20.48	27.21	10.5	10.5	10.5	10.5	10.5	10.5
9	10°10'30"	11.95	11.95	10.5	10.5	10.5	10.5	10.5	10.5
10	10°10'30"	11.95	11.95	10.5	10.5	10.5	10.5	10.5	10.5
11	10°10'30"	11.95	11.95	10.5	10.5	10.5	10.5	10.5	10.5
12	10°10'30"	11.95	11.95	10.5	10.5	10.5	10.5	10.5	10.5

- NOTES:
1. THIS SUBDIVISION LAYOUT IS A CONCEPT ONLY AND IS SUBJECT TO COUNCIL APPROVAL.
 2. THE LOT YIELDS ON THIS PLAN MAY VARY FROM THE YIELDS SHOWN IN THE COUNCIL APPROVAL.
 3. THIS PLAN IS TO ACCOMPANY AN APPLICATION FOR COUNCIL APPROVAL AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
 4. RESTRICTIONS ON THE USE OF LAND MAY BE CREATED ON THE FINAL SUBDIVISION PLAN.
 5. THESE NOTES ARE AN INTEGRAL PART OF THIS PLAN & SHOULD NOT BE SEPARATED.
 6. THIS PLAN HAS BEEN PREPARED FROM INFORMATION PROVIDED BY THE CLIENT.

Overall Staging Plan - 184 Narellan Rd, Campbelltown
Proposed Subdivision of Lot 4 DP1213869

NEW HORIZON PROPERTIES

DATE: 10/01/2023
DRAWN: [Name]
CHECKED: [Name]
APPROVED: [Name]

SCALE: 1:1000

LEGEND

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LOT 97: 1000m²
LOT 98: 1000m²
LOT 99: 1000m²
LOT 100: 1000m²

Planning Agreement – 184 Narellan Road, Campbelltown (Lot 4 DP1213869)

Execution page

Executed as a deed

Dated: 27 May 2025

Executed by Campbelltown City Council by its Chief Executive Officer in accordance with resolution dated

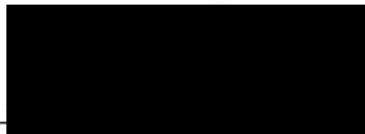


Chief Executive Officer (Signature)

LINDY DEITZ

Name of Chief Executive Officer (Print Name)

Executed by NHP Campbelltown Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors.



Director/Secretary (Signature)

Director (Signature)

ANTONY CAMPBELL

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)

Executed by Clearstate Camnarr192 Nominee Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors.



Director/Secretary (Signature)

Director (Signature)

ANTONY CAMPBELL

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)