



PLANNING PROPOSAL

"Averys Village"
Averys Lane, Heddon Greta
18/2006/3

Version 4.0

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Planning Proposal – Rezoning and other planning controls over “Averys Village”, Heddon Greta

Part 1 - Objective

The objective of the Planning Proposal is to enable expansion of the settlement of Heddon Greta by rezoning additional land for residential use. This land is adjacent to the existing residential area and is generally to the east and south east of the existing settlement. In addition, land of high biodiversity significance is proposed to be placed in a conservation zone.

Part 2 - Background

The Planning Proposal seeks to amend Cessnock Local Environmental Plan 2011 by rezoning the subject land from RU2 Rural Landscape to:

- R2 Low Density Residential
- E2 Environmental Conservation

The subject land is shown in the map at Figure 1.

The Department of Planning and Infrastructure (former Department of Planning) wrote to Council on 22 July 2009 agreeing to the preparation of a draft LEP for the subject lands and advising that no Local Environmental Study would be necessary. The Department advised that relevant Section 117 Directions should be addressed prior to the exhibition of the draft Plan and that consultation with relevant agencies under Section 62 of the Act should be undertaken. The Department also required Council to submit the draft LEP to the Department to seek a Section 65 certificate for exhibition of the draft Plan.

Subsequently, Council resolved on 15 April 2009 to

1. *Prepare a draft Local Environmental Plan to rezone land off Averys Lane at Heddon Greta from Rural 1(a) Rural "A" Zone (now RU2 Rural Landscape under the LEP 2011) to R2 Low Density Residential Zone and E2 Environmental Conservation Zone. The draft LEP shall apply to sites A & C as discussed in this report, representing the whole of the land east of Heddon Greta identified as new release area under the LHRS;*
2. *Notify the Department of Planning (now the Department of Planning and Infrastructure) of Council's resolution and request Written Authorisation to Exercise Delegation in order to progress the draft Plan;*
3. *Notify all landowners within this precinct of Council's resolution;*
4. *Upon receiving Written Authorisation to Exercise Delegation, Council undertake consultation with relevant State Government agencies and other interested parties in accordance with Section 62 of the EP & A Act, 1979;*
5. *A further report to be presented to Council following consultation, detailing the form of the proposed amendment prior to public exhibition.*

Council undertook the required Section 62 consultations which are summarised in the attached Planning Proposal.

The Department of Planning wrote to Council on 10 December 2010 (see attachment 1) advising:

1. The draft LEP had been transitioned into a Planning Proposal.
2. Further State agency consultation was not required.
3. Continued liaison should occur with the then Department of Environment Climate Change and Water (DECCW) (now the Office of Environment and Heritage (OEH)) to resolve any biodiversity offset arrangements.
4. Council should consider preparation of a VPA/Section 94 plan and DCP before exhibited the Proposal.
5. The Planning Proposal could be publicly exhibited for a minimum period of 28 days.

At its meeting held 19 January 2012, the Cessnock Planning Panel considered report PPEE2/2012 Planning Proposal for Averys Village, Heddons Greta and **RESOLVED:-**

- 1) *That a separate Planning Proposal be progressed to provide for a variation in the minimum lot size of split zone lots that include E2 or E3 zoned land and is not to be included in the Averys Village Planning Proposal*
- 2) *Include in the Planning Proposal for Averys Village a proposed amendment to the Cessnock Local Environmental Plan 2011 to require specified conditions to be met prior to development consent being granted on specified land parcels, as follows:*

Consent to development subject to special requirements
Objective of Provision

To ensure that specific requirements relating to the development of certain land will be met when the development is undertaken.

Requirements for development

Consent must not be granted to development on any land described in Column 1 of Schedule 3 unless the consent authority is satisfied, whether by the imposition of a condition or otherwise, that any requirement specified for the land in Column 2 of that Schedule has been or will be met.

Schedule 3

Column 1 to refer to the subject land at Averys Village, Column 2 to state "An enforceable mechanism acceptable to Council and the Environmental Protection Authority is in place for the protection and management for conservation purposes of that part of the land within Zone E2 (Environmental Conservation Zone)."

- 3) *Include in the Planning Proposal the appropriate infrastructure zones and amendment to the acquisition clause in the Cessnock LEP 2011 to reflect the road widening required along Main Road as referenced in the RTA letter.*

- 4) *Exhibit the amended Planning Proposal for Averys Village for a minimum period of 28 days in conjunction with the exhibition of the draft Development Control Plan and the draft Section 94 Plan.*
- 5) *That the Planning Proposal not be forwarded to the DPI until the Biodiversity Offset mechanism has been appropriately resolved.*

At its meeting held 16 May 2012, Cessnock City Council considered report EE43/2012 Averys Village Heddon Greta Draft Development Control Plan and Draft Section 94 Contributions Plan and **RESOLVED:-**

That Council resolve to publicly exhibit the Avery's Village Draft Development Control Plan (Enclosure 2) and Avery's Village Draft Section 94 Contributions Plan (Enclosure 3) at the same time as the Planning Proposal applying to the land for a minimum period of 60 days, in accordance with Council's Notification Policy.

The Planning Proposal was exhibited from 30 May 2012 to 9 July 2012 along with the draft Development Control Plan and draft Section 94 Contributions Plan for Averys Village. Landowners in the vicinity were notified in writing of the exhibition, and notification was also published in the Cessnock Advertiser.

These documents were made available at the following locations:

- Council's Administration Building (Help & Information Centre);
- Cessnock Public Library;
- Kurri Kurri Public Library, and
- Council's website.

Six (6) submissions were received and are summarised at Attachment 7.

The letter from the then Department of Planning notifying the conversion of the draft LEP for Averys Village into a Planning Proposal did not require further consultation with State agencies during the public exhibition, with the exception of the then Department of Environment, Climate Change and Water. Accordingly, ongoing discussions have been with the Office of Environment and Heritage (OEH) to this effect in order to resolve biodiversity offset related issues.

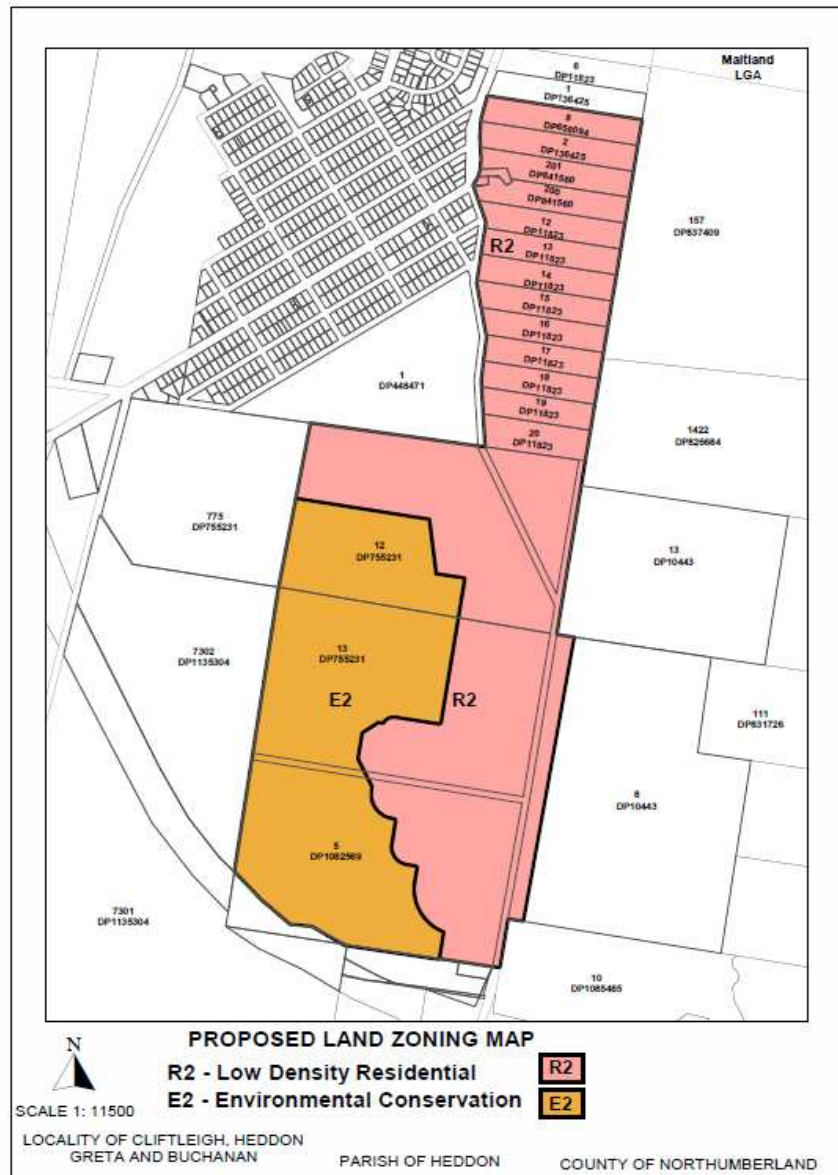
The Planning Agreement was proposed by the proponent for the rezoning, Hunter Land, and has been developed in consultation with Hunter Land and OEH. It aims to provide a practical resolution of the biodiversity issues associated with development of the land.

OEH has indicated its Agreement with the draft Planning Agreement. Council has resolved to notify the Planning Agreement and make it available for public inspection and comment for a minimum period of 28 days.

Part 3 - Location

This Planning Proposal affects those lands proposed to be zoned R2 Low Density Residential and E2 Environmental Conservation in Figure 1 below. The affected Lots are: Lots 12 and 13 DP 755231, Lots 12,13,14,15,16,17,18,19 and 20 DP 11823, Lots 200 and 201 DP 841560, Lot 2 DP 136425, Lot 5 DP 1082569 and Lot 8 DP 658094.

Figure 1: The Subject Land



Part 4 - Explanation of the Provisions

The Planning Proposal seeks to amend the Cessnock Local Environmental Plan 2011 in relation to the subject land by:

- (i) Amending the Land Use Zoning map to show land zoned R2 Low Density Residential. (as shown in the map at Attachment 4)

Land currently zoned RU2 Rural Landscape is proposed to be rezoned to R2 Low Density Residential in order to permit the urban expansion of Heddon Greta. The proposed R2 zoning mainly affects cleared pasture, although some woodland is affected.

- (ii) Amending the Land Use Zoning map to show land zoned E2 Environmental Conservation (as shown in the map at Attachment 4). The proposed E2 zoning affects much of the land currently vegetated with woodland.

Land currently zoned RU2 Rural Landscape which is of biodiversity significance is proposed be zoned E2 Environmental Conservation in order to protect the biodiversity values of the land.

- (iii) Amending the Lot Size Map to show the minimum lot size in the proposed R2 Low Density Residential zoned area to be 450 square metres , and a 40 hectare minimum lot size to apply to the land proposed to be zoned E2 Environmental Conservation (as shown in the map at Attachment 4).

This is the same minimum lot size as applies to the existing developed R2 zoned land in Heddon Greta.

A 40 ha minimum lot size is considered appropriate to maintain the ecological integrity of the land zoned E2 Environmental Conservation.

- (iv) Amending the Urban Release Area map to show the land proposed to be zoned R2 Low Density Residential as an urban release area (as shown in the map at Attachment 6)

An urban release area has special requirements that must be met before it can be developed. These include satisfactory arrangements for contributions towards the provision of State Government infrastructure, a requirement for basic utility services to be available, and for a comprehensive development control plan to apply to development on the land.

- (v) Providing greater flexibility in managing the subdivision of lots with a split zoning which includes an E2 Environmental Conservation or E3 Environmental Management zone.

It is proposed that a 40 ha minimum lot size apply to the land proposed to be zoned E2 Environmental Conservation. This clause will permit the subdivision of lots which contain two land use zones, of which one is E2 Environmental Conservation. The clause will permit these lots to be subdivided provided all of the E2 zoned land is contained in one of the resultant lots. The clause is drafted to also apply to the E3 Environmental Management zone so that it can also be applied to that zone in Cessnock LGA (there is no E3 Environmental Management zone proposed at Averys Village)

Part 5 - Justification

Section A - Need for the Planning Proposal

The Planning Proposal will enable the development of land for residential purposes. The development of the subject land will implement the Cessnock City Wide Settlement Strategy and the Lower Hunter Regional Strategy by providing land for housing to meet projected demand. The land is shown as “proposed urban area” in the Lower Hunter Regional Strategy and is required to meet the projected dwelling supply requirements for the Lower Hunter Regional Strategy.

The land is strategically located in relation to growth areas. There is easy arterial road access via Main Road 195 to other areas of the Lower Hunter, including expanding employment nodes. The completion of the Hunter Expressway in 2013 will further improve road access and reduce travel times to other areas, due to a full interchange being provided on the southern outskirts of Heddons Greta.

Section B - Relationship to Strategic Planning Framework

Consistency with Objectives and Actions within Regional Strategies

The Lower Hunter Regional Strategy identifies Cessnock LGA as a location of substantial residential growth (21,700 dwellings), of which a high proportion (19,700) are projected in new release locations, such as Averys Village Heddons Greta. Accordingly, this Planning Proposal seeks to amend the Cessnock Local Environmental Plan 2011 to achieve greater consistency with the dwelling capacity projections for the Local Government Area.

The Lower Hunter Regional Strategy map identifies the subject land as a “potential urban area”.

Consistency with Council's Community Strategic Plan or other Local Strategic Plan

City Wide Settlement strategy

The City Wide Settlement Strategy identifies the subject land for potential urban development as one of a number of potential urban release areas in Heddons Greta (and Cliftleigh).

Consistency with State Environmental Planning Policies

There are no existing or draft State Environmental Planning Policies (SEPPs) that prohibit or restrict the proposed development as outlined in this Planning Proposal. An assessment of relevant SEPPs against the Planning Proposal is provided in the table below.

Table 1: Relevant State Environmental Planning Policies

SEPP	Relevance	Consistency and Implications
SEPP No. 1 - Development Standards	Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.	This SEPP does not apply to Cessnock Local Government Area following the gazettal of the Cessnock Local Environmental Plan 2011.
SEPP No. 4 - Development without Consent and Miscellaneous Complying Development	Allows relatively simple or minor changes of land or building use and certain types of development without the need for formal development applications. The types of development covered in the policy are outlined in the policy.	Nothing in this planning proposal affects the aims and provisions of this SEPP
SEPP No. 6 - Number of Storeys in a Building	Sets out a method for determining the number of storeys in a building, to prevent possible confusion arising from the interpretation of various environmental planning instruments	Nothing in this planning proposal affects the aims and provisions of this SEPP.
SEPP No. 10 - Retention of Low Cost Rental Accommodation	Requires the local council's consent, and the Director General of the Department of Planning and Infrastructure's concurrence, to demolish, alter or change the use of a boarding house. Consent is also required to strata-subdivide a low-cost residential flat building or boarding house.	Not applicable.
SEPP No. 14 - Coastal Wetlands	Ensures coastal wetlands are preserved and protected for environmental and economic reasons.	Not applicable.
SEPP No. 15 - Rural Land-Sharing Communities	Makes multiple occupancy permissible, with council consent, in rural and non-urban zones, subject to a list of criteria in clause 9(1) of the policy. Multiple occupancy is defined as the collective management and sharing of unsubdivided land, facilities and resources.	Not applicable.
SEPP No. 19 - Bushland in Urban Areas	Protects bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when Local Environmental Plans for urban development are prepared.	Not applicable.
SEPP No. 21 - Caravan Parks	Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings	Not applicable.

SEPP	Relevance	Consistency and Implications
	allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation.	
SEPP No. 22 - Shops and Commercial Premises	Permits within a business zone, a change of use from one kind of shop to another or one kind of commercial premises to another, even if the change of use is prohibited under an environmental planning instrument.	Not applicable.
SEPP No. 26 - Littoral Rainforests	Applies to 'core' areas of littoral rainforest as well as a 100 metre wide 'buffer' area surrounding these core areas, except for residential land and areas to which SEPP No. 14 - Coastal Wetlands applies.	Not applicable.
SEPP No. 30 - Intensive Agriculture	Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs.	Not applicable.
SEPP No. 32 - Urban Consolidation (Redevelopment of Urban Land)	Sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites Available for consolidated urban redevelopment. Where a site is rezoned by a REP, the Minister will be the consent authority.	Not applicable.
SEPP No. 33 - Hazardous and Offensive Development	Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specific case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy.	Not applicable.
SEPP No. 36 - Manufactured Home Estates	To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy	Not applicable.

SEPP	Relevance	Consistency and Implications
	before the local council can approve development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years.	
SEPP No. 44 - Koala Habitat Protection	Encourages the conservation and Management of natural vegetation areas that provide habitat for koalas to ensure permanent free-living populations will be maintained over their present range. The Policy applies to 107 local government areas. Local councils cannot approve development in an area affected by the policy without an investigation of core koala habitat.	A threatened species assessment undertaken by RPS determined that the site was potential koala habitat because of the presence of two koala feed species. However, no secondary indications of koalas were found on site (e.g. scats etc.), and there is only a few isolated records of koalas in the locality. Accordingly the site is not core koala habitat, and no further provisions of the SEPP apply.
SEPP No. 50 - Canal Estates	Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.	Not applicable.
SEPP No. 55 – Remediation of Land	This SEPP applies to land across NSW and states that land must not be developed if it is unsuitable for a proposed use because of contamination.	A Contamination and Geotechnical Assessment undertaken by Douglas Partners has concluded while some localised contamination exists; the land is suitable for the proposed land uses. It is recommended that localized Subsurface investigations including sampling and chemical testing be undertaken in specific locations to identify any remediation that may be required prior to site development consistent with NSW EPA Guidelines.
SEPP No. 60 - Exempt and Complying Development	Provides a more efficient and effective approval process for certain classes of development. The policy is an essential part of the reforms introduced to the development assessment system in July 1998. It applies to areas of the State where there are no such provisions in the council's local plans.	Nothing in this planning proposal affects the aims and provisions of this SEPP
SEPP No. 62 – Sustainable Aquaculture	The SEPP relates to development for aquaculture and to development arising from rezoning of land and is of relevance for the site specific rezoning proposals.	Not applicable.

SEPP	Relevance	Consistency and Implications
SEPP No. 64 – Advertising and Signage	Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective Communication in suitable locations And is of high quality design and finish.	Nothing in this planning proposal affects the aims and provisions of this SEPP
SEPP No. 65 - Design Quality of Residential Development	Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides For the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development.	Not applicable. Residential Flat Buildings are a permissible use in the B2 Low Residential Density Zone in Cessnock LGA.
SEPP No. 71 - (Coastal Protection)	Ensures that development in the NSW coastal zone is appropriate and suitably located, to ensure that there is a consistent and strategic approach to coastal planning and management and to ensure there is a clear development assessment framework for the coastal zone.	Not applicable.
SEPP Housing for Seniors or people with a Disability 2004	Encourages the provision of housing for seniors, including residential care facilities. The SEPP provides development standards.	The SEPP will apply to the land proposed to be rezoned to R2 Low Density Residential. Nothing in this planning proposal affects the aims and provisions of this SEPP
SEPP (Building Sustainability Index: BASIX) 2004	Ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental Planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.	Nothing in this planning proposal affects the aims and provisions of this SEPP
SEPP (Major Development) 2005	Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs.	Nothing in this planning proposal affects the aims and provisions of this SEPP.

SEPP	Relevance	Consistency and Implications
SEPP (Temporary Structures)	Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity.	Nothing in this planning proposal affects the aims and provisions of this SEPP.
SEPP Infrastructure 2007	Wide ranging. Provides a consistent approach for infrastructure and the provision of services across NSW, and to support greater efficiency in the location of infrastructure and service facilities.	Nothing in this planning proposal affects the aims and provisions of this SEPP.
SEPP Mining, Petroleum Production and Extractive Industries 2007	Provides for the proper management of mineral, petroleum and extractive material resources and ESD.	Nothing in this planning proposal affects the aims and provisions of this SEPP.
SEPP (Rural Lands) 2008	Facilitates economic use and development of rurallands, reduce land use conflict and provides development principles.	Not applicable.
SEPP (Exempt and Complying Development Codes) 2008	Provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate.	Nothing in this planning proposal affects the aims and provisions of this SEPP.
SEPP (Affordable Rental Housing) 2009	Increases the supply and diversity of affordable rental and social housing in NSW.	This SEPP will apply to the land proposed to be zoned R2 Low Density Residential. Nothing in this planning proposal affects the aims and provisions of this SEPP

Consistency with s.117 Ministerial Directions for Local Plan Making

An assessment of relevant s.117 Directions against the Planning Proposal is provided in the table below. The Planning Proposal is consistent with these Directions.

Table 2: Relevant s.117 Ministerial Directions

Ministerial Direction	Aim of Direction	Consistency and Implication
1. Employment and Resources		
1.1 Business and Industrial Zones	Encourage employment growth in suitable locations, protect employment land in business and industrial zones, and support the	The Planning Proposal does not affect an existing business or industrial zone. It does increase the population

Ministerial Direction	Aim of Direction	Consistency and Implication
	viability of identified strategic centres.	Catchment of the Kurri Kurri Town Centre and will increase the viability of the neighbourhood retail at Heddon Greta.
1.2 Rural Zones	The objective of this direction is to protect the agricultural production value of rural land.	The Planning Proposal rezones land in a rural zone. However, the land is identified as a potential urban area in the City Wide Settlement Strategy and the Lower Hunter Regional Strategy. The land is classified 3, 4, and 5 by the former NSW Department of Agriculture, now the NSW Department of Primary Industries - Agriculture. Under these classifications the land is suitable for “cropping but not continuous cultivation” (3), “grazing but not cultivation” (4) or “not suitable for agriculture or only light grazing” (5), respectively. The Section 62 response from the NSW Department of Industry and Investment (now the Department of Trade and Industry) refers to the loss of agricultural potential of the land, including poultry raising, dog breeding, horticulture and flood refuge. Poultry raising ceased in the early 2000’s due to a lack of economic viability. Dog breeding has recently ceased and the facilities have been dismantled. Council considers that since this land is not prime agricultural land, because it is adjacent to an existing urban area, and has been identified in holistic planning strategies as having urban potential, that urban uses are appropriate for the land.

1.3 Mining, Petroleum Production and Extractive Industries	The objective of this direction is to ensure that the future extraction of State or regionally significant reserves coal, other minerals, petroleum and extractive materials are not compromised by inappropriate development.	The Department of Industry and Investment (now the Department of Trade and Industry) advised on 22 September 2010 that it does not object to the proposal providing development remains
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Ministerial Direction	Aim of Direction	Consistency and Implication
		within the proposed land use zone areas. The land is not in a Mine Subsidence District and is not affected by any coal titles. The Department has raised no objection to the Planning Proposal. The coal reserves under the site have been extracted.
1.4 Oyster Aquaculture	Not applicable.	Not applicable.
1.5 Rural lands	The objective of this direction is to protect the agricultural production value of rural land and facilitate the economic development of rural lands for rural related purposes.	The Planning Proposal rezones rural land. However, this land does not support agriculture other than low level grazing (see also Direction 1.2 above).
2. Environment and Heritage		
2.1 Environmental Protection Zones	The objective of this direction is to protect and conserve environmentally sensitive areas.	The Planning Proposal conserves environmental sensitive lands by zoning those lands E2 Environmental Conservation. In addition, provision for biodiversity offsets have been made that is acceptable to the Office of Environment and Heritage (OEH).
2.2 Coastal Protection	Not applicable.	Not applicable.

2.3 Heritage Conservation	The objective of this direction is to conserve items, areas, objects and places of environmental heritage significance and indigenous heritage significance.	The Planning Proposal conserves environmental sensitive lands by zoning those lands E2 Environmental Conservation. An indigenous heritage assessment has been undertaken and raises no objection to rezoning the land to residential, provided further assessment is undertaken at a later stage. The site has no items listed as items of state or local heritage significance. No items were located on the Australian Heritage Places Inventory or the Australian Heritage database. It is noted that the Heddon Greta Drive In is one of the last remaining drive in cinemas in NSW; however it is not listed in any statutory instruments as a heritage item.
2.4 Recreation Vehicle Areas	The draft LEP amendment does not enable land to be developed for the purpose of a recreation vehicle area (within the meaning of the Recreation Vehicles Act 1983).	Planning Proposal not affected by this direction.
3. Housing, Infrastructure and Urban Development		
3.1 Residential Zones	Encourage a variety and choice of housing types to provide for existing and future housing needs, make efficient use of existing infrastructure and services and ensure that new housing has appropriate access to infrastructure and services, and minimise the impact of residential development on the environment and resource lands.	The Planning Proposal zones land R2 Low Density Residential. This zone provides for a diversity of housing types appropriate for this location.
3.2 Caravan parks and Manufactured Home Estates	The objective of this direction is to provide for a variety of housing types, and provide opportunities for caravan parks and manufactured home estates.	Planning Proposal is not affected by this direction.
3.3 Home Occupations	The objective of this direction is to encourage the carrying out of low-impact small businesses in dwelling houses.	It is proposed that the R2 Low Density Residential Zone permit home occupations without consent, and home based child care, home businesses and home industries with consent.

3.4 Integrating Land Use and Transport	The objective of this direction is to ensure that urban structures, building forms, land use locations, development designs subdivision and street layouts achieve the sustainable transport objectives.	Concept plans for the subject site demonstrate that it can be developed with a high degree of internal connectivity. The existence of the Golf Course and areas of high biodiversity restrict connectivity to the existing residential area of Heddon Greta in the southern part of the subject land. Provision will be made for safe and convenient pedestrian paths and cycleway access to the existing residential area, and this will be included in the proposed Development Control Plan for the land. The linear form of the development allows for the efficient servicing of the land by a single bus route.
3.5 Development Near Licensed Aerodromes	The objectives of this direction to ensure the efficient and safe operation of aerodromes, ensure their operation is not compromised by incompatible future adjoining land uses.	Planning Proposal is not affected by this direction.
3.6 Shooting Ranges	The objective of this direction is to maintain appropriate levels of public safety and amenity, reduce land use conflict and identify issues that must be addressed when rezoning land adjacent to an existing shooting range.	Planning Proposal not affected by this direction.

4. Hazard and Risk		
4.1 Acid Sulphate Soils	The objective of this direction is to avoid significant adverse environmental impacts from the use of land that has a probability of containing acid sulphate soils.	The Cessnock Local Environmental Plan 2011 contains provisions to address development on sites with potential acid sulphate soils. Council GIS mapping indicates that low lying land in the east and north of the subject land is affected by Class 3 and 4 acid sulphate soils. However, these soils are generally below the RL 10.3 100 yr. ARI and will be only affected by limited development. Appropriate measures will be taken in these cases.
4.2 Mine Subsidence and Unstable Land	The objective of this direction is to prevent damage to life, property and the environment on land identified as unstable or potentially subject to mine subsidence.	The Department of Industry and Investment (now the Department of Trade and Industry) advised on 22 September 2010 that the land is not within a Mine Subsidence District. The Mine Subsidence Board advised on 20 September 2010 that potential coal resources lie at 1000-2000 metres deep and that current building codes and standards will accommodate any future subsidence without the need to place further restrictions on the development.
4.3 Flood Prone Land	The objectives of this direction are to ensure that development of flood prone land is consistent with the NSW Government's Flood Prone Land Policy and the principles of the Floodplain Development Manual 2005, and that the provisions of an LEP on flood prone land are commensurate with flood hazard and include consideration of the potential flood impacts both on and off the subject land.	A flood study has been undertaken. Part of the eastern periphery of the site is affected by a 1:100 flood event. This study indicates that the land can be developed without adversely affecting surrounding properties, and not expose life or property on the subject land to excessive flood risk

4.4 Planning for Bushfire Protection	The objectives of this direction are to protect life, property and the environment from bush fire hazards, by discouraging the establishment of incompatible land uses in bush fire prone areas, to encourage sound management of bush fire prone areas.	Development will be required to meet the requirements of Planning for Bushfire Protection. The NSW Rural Fire Service has advised on 17 October 2009 that the subject land is bush fire prone and that development applications will need to comply with Section 79BA of the Environmental Planning and Assessment Act and Section 100B of the Rural Fires Act 1997. Accordingly, the requirements of Planning for Bushfire Protection should be considered at the development application stage.
Regional Planning		
5.1 Implementation of Regional Strategies	The objective of this direction is to give legal effect to the vision, land use strategy, policies, outcomes and actions contained in regional strategies.	The Planning Proposal will enable the expansion of an existing settlement for residential development. This will assist in the achievement of the Lower Hunter Regional Strategy objectives by providing additional housing adjacent to an existing urban area, and by building critical mass to support additional retail and services within the Heddons Greta township. In addition, land of biodiversity significance will be conserve consistent with the Lower Hunter Conservation Plan.
Local Plan Making		
6.1 Approval and Referral Requirements	The objective of this direction is to ensure that LEP provisions encourage the efficient and appropriate assessment of development.	Planning Proposal is not affected by this direction.
6.2 Reserving Land for Public Purposes	The objectives of this direction are to facilitate the provision of public services and facilities by reserving land for public purposes, and facilitate the removal of reservations of land for public purposes where the land is no longer required for acquisition.	Planning Proposal is not affected by this direction.
6.3 Site Specific Provisions	The objective of this direction is to discourage unnecessarily restrictive site specific planning controls.	The Planning Proposal does not contain any site specific controls.

Section C - Environmental, Social and Economic Impact

The Planning Proposal will have a positive economic and social impact by providing land upon which housing can be developed to meet local and subregional needs. By stimulating the growth of Heddon Greta, the Proposal will assist in improving the viability of local shops and services within Heddon Greta. The proposal will also assist underpinning the development of higher level retail and services at Kurri Kurri, approximately 3 kilometres from the subject land.

The increased availability of land for housing will produce a stimulus to the residential construction sector and related suppliers.

The construction of the Hunter Expressway will greatly improve the accessibility of the subject land to the Lower Hunter, Upper Hunter and Central Coast. A full interchange is to be located on the outskirts of Heddon Greta. The Hunter Expressway is scheduled to be completed in 2013.

Most land of biodiversity significance will be conserved in an E2 Environmental Conservation zone. This land is currently within a RU2 Rural Landscape zone. Some vegetation will be lost on site and an agreement involving on site and off site offsets has been reached with the Office of Environment and Heritage. The agreement is proposed to be formally made as a Planning Agreement pursuant to the Environmental Planning and Assessment Act. The draft Planning Agreement is at **Attachment 8**.

The Proposal will have a negative environmental impact because most residents will need to travel for employment. It is highly likely that many will travel by motor vehicle because of the dispersed nature of employment opportunities.

Heddon Greta is located on the major road linking Kurri Kurri and Maitland. As Heddon Greta and other settlements along the road grow in population, such as Gilleston Heights, public transport services can be expected to increase in frequency to these major centres, and beyond. Accordingly, motor vehicle dependence will potentially decline over time as public transport services improve.

Section D - State and Commonwealth Interests

Council wrote to the following agencies on 17 August 2009 seeking their views pursuant to Section 62 of the environmental planning and assessment Act. The summarised views of those agencies that responded are shown below, together with a short commentary by Council where appropriate.

The agencies contacted included Department of Primary Industries; Department of Education and Training; Mindaribba Local Aboriginal Land Council; Department of Lands; NSW Office of Environment and Heritage; Roads and Maritime Services; Mine Subsidence Board; Catchment Management Authority; Department of Primary Industries – Office of Water; Energy Australia; Telstra; Alinta Asset Management; Hunter Water Corporation; NSW Rural Fires Service; Department of Health; Department of Family and Community Services - Community Services; Ministry of Transport; Department of Environment, Climate Change and Water (DECCW) (now the Office of Environment and Heritage (OEH)).

OEH has advised Council that biodiversity offsets for Averys Village have been agreed. On site offsets are in the form of the land proposed to be zoned E2 Environmental

Conservation. The offsite offsets are proposed to be dedicated to the Minister for Climate and the Environment at Duns Creek in the form of an addition to the Columby National Park. The proponent has provided OEH and Council with a formal offer to deliver a biodiversity offset as part of the Planning Proposal under s93F of the *Environmental Planning & Assessment Act*, which has been agreed by OEH and notified by Council. The draft Planning Agreement is at **Attachment 8**.

Department of Trade and Investment (DTI):

Agriculture Issues

On 25 September 2009 DTI advised that the rezoning would result in the closure of a long established and previously successful intensive agricultural business that grew poultry, reared cattle and periodically raised pigs. DTI also advised that a dog breeding and race training establishment was set up within the precinct which would require relocation.

DTI raised concern regarding the cumulative loss of meat chicken production capacity at Heddon Greta and nearby areas, and the contribution of this loss to a decreased local capacity to produce food within the Lower Hunter and a reduction of economic diversity in the Region.

DTI advised that without the proposed rezoning, the land remains suitable for intensive agricultural operations.

They raised concern that the proposal would rezone extensive flood free land for urban purposes which may constrain the sustainable use of the residual flood prone lands and affect the capacity of livestock to find emergency refuge during flood events.

The applicant has advised that the poultry and piggery operations have not operated for several years as the operations were not economically sustainable. A small number of cattle are grazed on the property however intensive agriculture is not undertaken.

The dog breeding and race training facilities have been demolished and removed.

The land is classified 3, 4, and 5 by the former NSW Department of Agriculture (now known as the Department of Primary Industries - Agriculture.) Under these classifications the land is suitable for "cropping but not continuous cultivation" (3), "grazing but not cultivation" (4) or "not suitable for agriculture or only light grazing" (5), respectively.

The subject land has been identified as potential urban release under the Lower Hunter Regional Strategy (LHRS). The LHRS was the result of an extensive process that considered competing land uses (including agriculture) and determined preferred land uses on the basis of a regional perspective. It is considered that the LHRS determination that the subject land is suitable for urban development is sound.

Minerals Issues

The DI and I advised on 22 September 2010 that they have no objections to the Proposal. The site is not covered by any coal titles and is not in a Mine Subsidence District. Coal seams are considered to occur at depths of 800-1500m beneath the site.

The Mine Subsidence Board advised on 20 September 2010 that the land is not within a Mine Subsidence District and does not consider that the site warrants inclusion in a District. Current building codes and standards are considered to accommodate any future subsidence without placing any restrictions or guidelines on the development

Roads and Maritime Services (RMS)

On 19 October 2009 RMS advised that the northern most lots of the subject land are affected by a road widening proposal and any improvements to the property are to exclude this area. The south western corner of the subject land is also affected by the Hunter Expressway and no direct access from the site to the Expressway will be permitted.

RMS refers to potential road traffic noise impacts on the subject land, and that the developer is responsible for any noise attenuation measures that may be necessary.

RMS requires satisfactory road infrastructure arrangements being made prior to any development / subdivision proceeding on the site.

The Urban Release Area provisions of the Cessnock Local Environmental Plan 2011 require satisfactory arrangements to be made for the provision of designated State public infrastructure before the subdivision of land to satisfy needs that arise from development on the land.

Hunter – Central Rivers Catchment Management Authority (CMA)

The CMA advised on 13 October 2009 that the Proposal does not require approval under the Native Vegetation Act. The Native Vegetation Act will apply to the land proposed to be zoned E2 Environmental Conservation. The CMA objected to the proposal to rezone land to the R2 Low Density Residential Zone due to impacts on the Endangered Ecological Communities and Threatened Species identified at the site. Council notes that biodiversity offsets have been negotiated with OEH in recognition of any biodiversity losses that may occur during the development of the proposed R2 Low Density Residential zone.

The CMA also requested that the Hunter Central Rivers Catchment Action Plan principles be taken into account during the rezoning process. Council is of the view that these principles have been considered.

Ministry of Transport (MoT):

MoT advised on 16 September 2009 that it encouraged the provision of measures that will initiate a mode shift away from car usage to public transport, together with walking and cycling including consideration of a subregional context. MoT also advised that the road layout should support appropriate geometric configuration for buses as well as the installation and maintenance of bus stop infrastructure.

MoT suggested the creation of a Development Contributions Plan for the land with provisions for pedestrian and cycling connections and accessible bus stop infrastructure.

Council intends developing a Section 94 Plan for the subject land.

Energy Australia:

On 14 September 2009 Energy Australia advised that there are no constraints impacting on the ability of Energy Australia to provide electricity to the subject land. The developer will be responsible for the electrical reticulation requirements for any proposed subdivision which will be determined at the development stage.

NSW Rural Fire Service (RFS):

On 8 September 2009 The RFS advised that the subject land is identified as bush fire prone. As a result the provisions of Planning for Bushfire Protection Guidelines 2006 will need to be considered at the planning stage of the development. The Cessnock Development Control Plan has provisions to require an assessment of development proposals against the requirements of Planning for Bushfire Protection.

Telstra

On 28 August 2009 Telstra advised that it has no objection to the rezoning of the land. An upgrade of Telstra's network will be necessary to cater for the demand arising from the development. Telstra requested that further contact be made when detailed development planning is underway.

Hunter Water Corporation

On 12 October 2009 Hunter Water advised that a servicing strategy will be required for water and sewer (waste water). Modelling analysis indicates that the water main located on Main Road 193 can adequately service the Proposal. Several options exist for connection to the existing Hunter Water Corporation waste water treatment system. These options are partially dependent on scheduled upgrades within the existing system. An additional pumping station will be necessary for waste water.

Part 6 - Community Consultation

The Planning Proposal was exhibited from 30 May 2012 to 9 July 2012 along with the draft Development Control Plan and draft Section 94 Contributions Plan for Averys Village. Landowners in the vicinity were notified in writing of the exhibition, and notification was also published in the Cessnock Advertiser.

These documents were made available at the following locations:

- Council's Administration Building (Help & Information Centre);
- Cessnock Public Library;
- Kurri Kurri Public Library, and
- Council's website at www.cessnock.nsw.gov.au

Six (6) submissions were received and are summarised at **Attachment 7**.

The exhibition included the draft Development Control Plan (DCP) and section 94 Plan for the subject land. Submissions focused on the draft DCP and Section 94 Plan rather than the Planning Proposal per se. The major points raised in the submissions were:

- Potential impacts of new residential development on the operations of the Golf Club, including golf ball hazards, spray drift, and noise impacts from night time sprinklers, and early morning maintenance;

- A need to provide continued access to Lot 13 and to possible impacts of a “rural buffer” shown on the DCP map;
- Interaction with the Drive In, including light spill, noise, copyright, and traffic congestion before and after movie sessions;
- Reasonableness of Section 94 contributions for local traffic management on Adams and Stanford Streets;
- That the requirement to provide the northernmost roundabout should be replaced with a requirement for a traffic management measure, to allow greater design flexibility;
- Kerb and guttering adjacent to certain lots should be required as a condition of development consent rather than included in the Section 94 Plan, and
- The proponent should provide a revised traffic assessment to address upgrade requirements, including timing/staging of the upgrades to the Main Road/Heddon Street intersection.

In response to these concerns:

- An additional clause has been included in the Development Control Plan to require a hazard and amenity impact assessment to be undertaken by the proponent of subdivision of the land adjacent to the Golf Club. The hazard assessment is to include recommended actions to reduce any identified hazards to a satisfactory level. Hazard mitigation strategies might include such measures as building setbacks and physical barriers. In relation to spray drift, the Golf Club should take reasonable measures to ensure that spray drift does not affect adjoining properties. In addition, appropriate building setbacks may reduce potential spray drift hazards.
- Lot 13 currently has legal access to Averys Lane. The Planning Proposal and Development Control Plan do not change the legal status of this access. Under the provisions of Section 34 Roads Act (1993), applications to close a public road (other than a freeway) must be lodged with Crown Lands, and are not regulated by the Environmental Planning and Assessment Act. Should it a landowner wish to close a road, such as a section of Averys Lane, the applicant must provide written consents/agreements of all owners and holders of interests in lands adjoining the road(s).
- The “rural buffer” shown in the Development Control Plan was intended to indicate the importance of development on the adjoining proposed urban zoned land taking into account the rural nature of this land, rather than to impede the use of the rural land. In order to avoid confusion, the reference to a rural buffer has been deleted from the Development Control Plan.
- In relation of the operation of the Drive In, provision has been included in the Development Control Plan requiring proponents of subdivision development to undertake measures to reduce any negative interaction between the new development and the operations of the Drive In to a satisfactory extent.

Street lights and other general lighting in close proximity will need to consider the impacts of “light spill” on the Drive In screen.

Residential areas are generally quiet at night, and noise impacts on the Drive In are likely to be minimal, particularly as most Drive In users will have a speaker located in their vehicle.

While traffic impacts will be experienced before and after film showings, they will be limited because they are likely to occur for short periods at times when traffic volumes otherwise would be relatively low. Averys Lane and the intersection of

Heddon Street with Main Road will be upgraded as a result of the proposed urban development and will need to consider continued safe ingress and egress from the Drive In.

Concern over potential infringements of the Copyright Act due to the possibility of individuals taping the material on the screen do not appear to be a matter affecting the merits of the rezoning but rather than a wider issue relating to possible illegal actions by individuals (who could undertake this activity from the adjoining rural properties already).

- Council traffic engineers consider that Adams and Stanford Streets will experience increased unacceptable through traffic as a result of the residents of the new development seeking a “shortcut” to Main Road. The inclusion of works in the Section 94 Plan to manage and discourage the anticipated through traffic is considered reasonable. In the case of the roundabout proposed at the northern end of Averys Lane in order to manage traffic speeds, it is considered that this should be replaced by a general requirement for a traffic management measure, with an accompanying notional costing. The cost of these works may be revised when the nature of the traffic management measure has been determined.
- The requirement to contribute to kerb and guttering is proposed to remain in the Section 94 Plan in order to cater for the main access along Averys Lane to be completed to an adequate standard even if the urban release area is not developed in a north south sequence.

A requirement has been included in the Development Control Plan for an additional traffic assessment to be undertaken by the proponent prior to consent being granted for subdivision of the land for urban purposes, in order to assess the timing and staging of the upgrading of access to Main Road, including the provision of traffic lights at the intersection with Heddon Street ((Note: the upgrading of the intersection with Main Road is an RMS matter because Main Road is a State road under the responsibility of the RMS).

Attachment 1: Letter from DoPI dated 10 December 2010



Planning

Ms Lea Rosser
General Manager
Cessnock City Council
PO Box 152
CESSNOCK NSW 2325

10/23494

Attention: Bo Moshage

Dear Madam

I refer to Council's letter of 12 November 2010, requesting that the above draft LEP be converted into a planning proposal under the current Part 3 process.

I am writing to notify you that I have determined, as the delegate of the Director General, under clause 12(2) of the *Environmental Planning and Assessment Regulation 2000* that the former LEP plan-making provisions cease to apply to the draft LEP. The current provisions of Part 3 of the EP&A Act now apply.

Furthermore, as the delegate for the Minister of Planning, I have determined under clause 122(2) of Schedule 6 of the *EP&A Act 1979* that all conditions precedent up to s.56(8) of the *EP&A Act 1979* are dispensed with for the making of this draft LEP. The draft LEP may be submitted to the Director General subject to the Planning Proposal being placed on public exhibition for 28 days and Council meeting its requirements under Section 57 of the Act.

As state agency consultation occurred under the former plan-making provisions, further consultation with these agencies is not required. However, council should continue to liaise with Department for Environment, Climate Change and Water regarding biodiversity offsets for the site and resolve any issues prior to forwarding the plan to the Department under section 59 of the Act.

The amending local environmental plan (LEP) is to be finalised within 9 months of the date of this letter. Council should reconsider the need to prepare a VPA / Section 94 Contributions Plan and a DCP for the subject site before publicly exhibiting the planning proposal to ensure the above timeframe can be met. Under section 57(2) of the Act, I am satisfied that the planning proposal is in a form that can be made publicly available for community consultation.

The State Government is committed to reducing the time taken to complete LEPs by tailoring the steps in the process to the complexity of the proposal, and by providing clear and publicly available justification for each plan at an early stage. In order to meet

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these commitments, the Minister may take action under 54(2) (d) of the EP&A Act if the time frames outlined in this determination are not met.

Should you have any queries in regard to this matter, please contact Mr Dylan Meade of the Department's Hunter & Central Coast Regional Team on 4904 2718.

Yours sincerely,


10/12/10

Tom Gellibrand
Deputy Director General
Plan Making & Urban Renewal
(as delegate of the Minister and the Director General)

Attachment 2: Planning Panel Report No. PPEE2/2012



SUBJECT: *PLANNING PROPOSAL - AVERYS VILLAGE*
AUTHOR: *Strategic Landuse Planner - Scott Christie*

SUMMARY

The purpose of this Report is to obtain the Planning Panel's agreement to the exhibition of a Planning Proposal to rezone land at Averys Village, Heddon Greta, for urban and conservation purposes. A minimum lot size and inclusion of the land in the "urban release area" map are proposed.

The key issues are:

- Biodiversity and biodiversity offsets
- Transportation and Connectivity
- Cumulative population growth and services
- Loss of Agricultural Land
- Indigenous archaeology
- Increased housing demand due to the Hunter Expressway

Biodiversity offset lands have been agreed; however an unresolved issue is the conservation management in perpetuity of the onsite biodiversity offset land. Options have been identified and a process has been agreed with the Department of Planning and Infrastructure, the Environmental Protection Authority and Council to resolve this matter while the Planning Proposal progresses.

Clauses to permit greater flexibility in managing minimum lot sizes on split zoned land containing zones E2 or E3 are also proposed. These clauses would apply across the Cessnock Local Government Area.

The Department of Planning and Infrastructure has agreed to the exhibition of the Planning Proposal, and a review of planning issues by Council staff has led to a recommendation that the Planning Proposal be exhibited.

RECOMMENDATION

That the Planning Panel resolve to exhibit the Planning Proposal for Averys Village for a minimum period of 28 days in conjunction with the exhibition of the draft Development Control Plan and the draft Section 94 Plan.

BACKGROUND

The rezoning proposal was submitted to Council in June 2006. It is shown in the Lower Hunter Regional Strategy (LHRS) and City Wide Settlement Strategy as a potential urban area.

The proponent, while not having direct interests in all of the land, has undertaken planning investigations over the entire urban development precinct as identified in the final Strategy, with the exception of the Kurri Kurri Golf Club (which was excluded from the Planning Proposal by Council resolution of 15 April 2009).



Specialist reports have been provided to Council, including:

- Urban Structure/ master plan
- Social Impact Assessment;
- Economic Assessment;
- Urban Capability Assessment;
- Flood Modelling and Stormwater Strategy;
- Archaeological Assessment;
- Flora and Fauna Assessment;
- Bushfire Assessment;
- Traffic Noise Assessment;
- Traffic Assessment; and
- Water & Sewer Servicing Strategy.

Council undertook consultation with relevant Government agencies from 17 August 2009. Detail of the consultation undertaken is provided in the following report.

On 12 November 2010, Council submitted the Averys Village Planning Proposal to the Department of Planning for transition into the current Part 3 Plan-Making Procedures ("Gateway Determination" process). The Planning Proposal was subsequently transitioned on 10 December 2010, including a requirement that the Planning Proposal be exhibited for a minimum of 28 days and Council meeting its requirements under Section 57 of the Environmental Planning and Assessment Act. A copy of the Department's letter is contained in the Planning Proposal documents (see Enclosure).

The Planning Proposal was reported to the Planning Panel on 20 January 2011. The Panel resolved to defer exhibition of the Planning Proposal until further detail relating to a number of matters was provided including:

- Vegetation listed under the EPBC Act;
- The nature of Council commitments under a VPA;
- Detail of any biodiversity offsets package;
- The cumulative impact of development in the Heddon Greta area;
- Flooding;
- Inclusion of all LEP plans;
- Consultation with landowners;
- Reporting of submissions.

REPORT/PROPOSAL

The Planning Proposal seeks to amend the Cessnock Local Environmental Plan 2011 by rezoning land zoned RU2 Rural Landscape at the Averys Village Precinct, Heddon Greta, to:

- R2 Low Density Residential to enable an extension of the existing residential area at Heddon Greta by rezoning approximately 112.2 hectares of land to R2 Low Density Residential to provide for up to 1000 residential allotments, and
- E2 Environmental Conservation to protect 62 hectares of land of high biodiversity value.

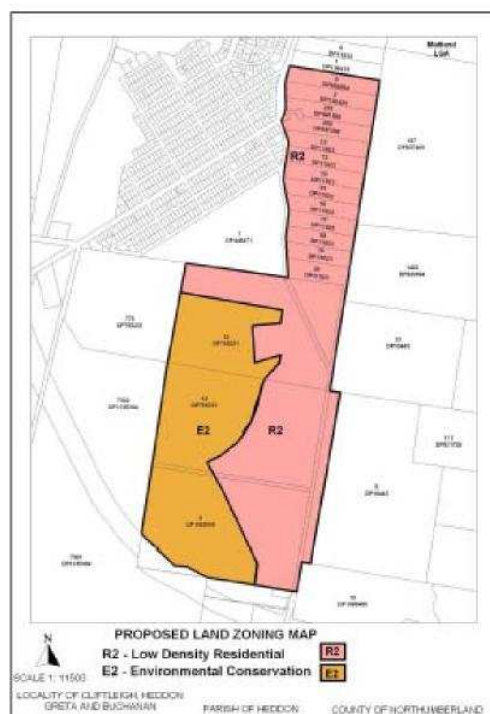
The Proposal also seeks:

- to amend the Lot Size Map of the Cessnock Local Environmental Plan 2011 to place a minimum lot size of 450 square metres on the proposed R2 zoned land;
- to amend the Urban Release Area map of Cessnock Local Environmental Plan 2011 to include the subject land as an urban release area;
- to provide flexibility in the minimum lot size of residual E2 zoned lands through the inclusion of a suitable clause in the Cessnock Local Environmental Plan 2011 (see below for details)

A copy of the proposed land use zoning plan is contained in the enclosure documents.

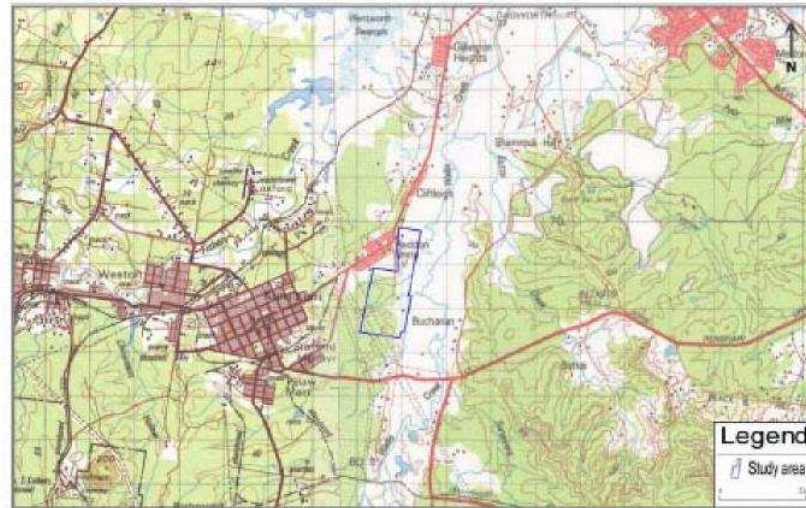
The affected Lots are: Lots 12,13 and 14 DP 755231, Lots 12,13,14,15,16,17,18,19 and 20 DP 11823, Lots 200 and 201 DP 841560, Lot 2 DP 136425, and Lot 8 DP 658094.

Figure 1: Subject lots and proposed zoning



Heddon Greta is located around 3 km to the north east of Kurri Kurri. It is strategically located in relation to growth areas. There is easy arterial road access via Main Road 195 to other areas of the Lower Hunter, including expanding employment nodes. The completion of the Hunter Expressway in 2013 will further improve road access and reduce travel times to other areas, due to a full interchange being provided on the southern outskirts of Heddon Greta.

Figure 2: Wider spatial context



The land proposed for rezoning is located between the Wallis Creek floodplain in the east and the town of Heddon Greta in the west. An aerial photograph is at Figure 3.

The land is largely cleared in the west and vegetated in the south west. Most of the vegetated land is of biodiversity significance and is proposed to be zoned E2 Environmental Conservation. The cleared land is in a number of ownerships and is now used for grazing and rural residential purposes. In the past it was partially used for more intensive agriculture, including poultry production. A drive-in cinema that has operated since the 1960's is located in the cleared area.

To the northwest, the land adjoins the town of Heddon Greta in the north and the Kurri Kurri Golf Club in the south.

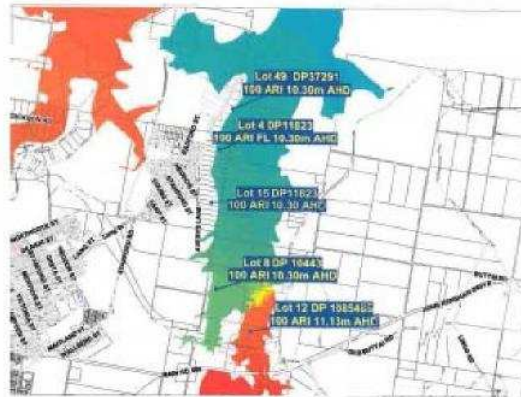
Figure 3: Aerial photograph of Heddon Greta and the subject land



Flooding

The Wallis, Swamp and Fishery Creek Flood Study (2011) identified the eastern edge of the subject land was affected by the 1% ARI flood level of 10.3m AHD, as shown in Figure 4 . This level is 2.5m higher than the previously modelled flood level of 7.8m AHD. The Planning Proposal and development concept plans take into account the revised flood levels. The subject land generally drains eastwards, towards Wallis Creek, across RU2 Rural Landscape zoned floodplain. Urban development of the land will not significantly increase flood levels in Wallis Creek because of the size of the Wallis Creek catchment.

Figure 4: 1% ARI flood levels Wallis Creek catchment



Biodiversity

The most eastern part of the subject land is cleared farmland and has little biodiversity value. The vegetated western part is of biodiversity significance.

A fauna and flora assessment undertaken for the subject land found three vegetation communities listed as endangered ecological communities:

- Kurri Sand Swamp Woodland;
- Lower Hunter Spotted Gum Ironbark Forest;
- Lower Hunter Redgum Forest;

and a fourth community, the Central Hunter Riparian Forest.

Three species are listed in the Threatened Species Act (1995) and the Environment Protection and Biodiversity Conservation Act (1999). These are:

- *Acacia bynoeana*
- *Eucalyptus paramattensis*
- *Grevillea parviflora*

Six threatened fauna species listed in the Threatened Species Act were identified. They are the Gang Gang Cockatoo, Masked Owl, Grey Crowned Babbler, Squirrel Glider, Speckled Warbler and Grey Headed Flying Fox. The Grey Headed Flying Fox is also listed in the EPBC Act.

No regional or sub-regional corridors identified by the NSW National Parks and Wildlife Service Key Habitats and Corridors mapping overlay the subject land. The vegetated part of the subject land adjoins the Kurri Kurri Golf Club and Stanford Merthyr Crown Reserve.

Some EEC vegetation and individual items of threatened species will be affected by the Planning Proposal. Figure 5 shows the vegetation mapping underlain by the proposed land



Transport

The transportation impacts of the Proposal were assessed in 2007 and updated in 2010. The transport assessment considered the cumulative impacts of the recently rezoned but undeveloped land in the Heddon Greta area, as well as the impacts of the Hunter Expressway. The traffic assessment concluded that Averys Lane would act as the distributor for the proposed development. Main Road, Heddon Greta has sufficient capacity to cope with the additional traffic from the Proposal; however, the intersection of Heddon Street (an extension of Averys Lane) with Main Road will need upgrading, including traffic lights at full development. A number of existing roads within Heddon Greta will need upgrading. These works will be funded by a Section 94 Plan (draft to be reported to Council in February/March 2012), conditions of development consent or Voluntary Planning Agreements.

Because of the location of the development area relative to the existing urban area of Heddon Greta, the Kurri Kurri Golf Club and proposed conservation lands, connectivity of the proposed development area with the existing urban area is limited to the northern part. Council is examining options to link Clift Street with Averys Lane, which will improve connectivity slightly. However, this link may create unwanted through traffic "rat running" to Main Road and necessitate the upgrading of a number of existing streets.

Public transport is by bus. A weekday daylight hourly service traverses Main Road to Maitland, Kurri Kurri and Cessnock. The bus connects with the train service to Newcastle at Maitland. Services are considerably less frequent at weekends. Averys Lane will be designed to accommodate bus services to provide adequate coverage to the development area; however, actual usage will depend on the provision of services.

It is proposed to provide cyclist and pedestrian links from the development area to the existing urban area of Heddon Greta; however, the above connectivity limitation will apply. There is no cycleway from Kurri Kurri to Heddon Greta; however, the road has a wide, sealed shoulder suitable for bicycles separated from the car travel lanes by line-marking.

Contamination

A preliminary contamination assessment of the land was undertaken in 2007 and supplemented in 2011. The assessment involved historical searches, including aerial photographs, visual site inspection and interviews with residents. The assessment concluded that the site was suitable for development; however, further assessment should be undertaken at the development application stage, particularly in identified areas of concern (such as in-situ asbestos-containing eave linings, rural property chemical storage areas, areas of uncontrolled filling, and the like.) The investigation did not reveal areas of potential gross contamination.

Archaeology

An indigenous archaeology assessment was undertaken in 2007 and supplemented in 2011.

The assessment identified a number of "sites" using site inspection, literature review and predictive modelling, as shown in Figure 6.

The survey focused on areas of high ground surface visibility and exposures (erosional features, creek banks, tracks, cleared areas). Visibility was low, due to vegetation cover and low exposures. Seven sites had been previously identified and included two low-density



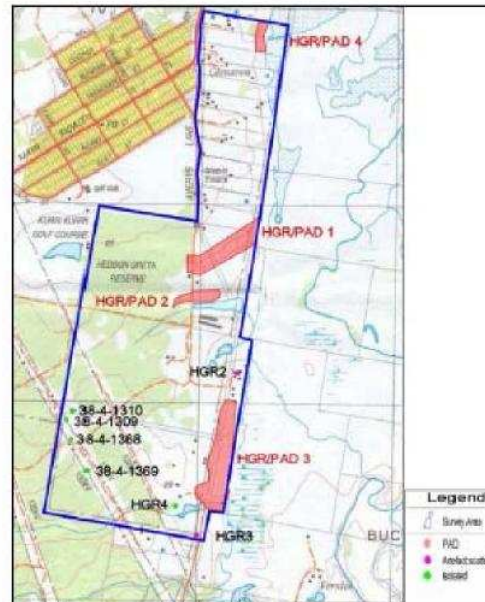
artefacts scatters and five isolated finds, all within a disturbed context. Four Potential Areas of Archaeological Deposits (PAD) were also identified.

Site significance and research potential for the seven previously identified sites was assessed as ranging from low to medium, with the majority of sites as low. Only the site HGR3 was assessed as having medium research potential and low to medium significance. It was concluded that sites 38-4-1310, 38-4-1309, 38-4-1368 and 38-4-1369 were located within the E2 Environmental Conservation area and as such would be protected.

The following recommendations were made:

1. The persons responsible for the management of the site will ensure that all staff, contractors and others involved in construction and maintenance related activities are made aware of the statutory legislation protecting sites and places of significance. Of particular importance is the National Parks and Wildlife Amendment (Aboriginal Objects and Aboriginal Places) Regulation 2010, under the National Parks and Wildlife Act 1974.
2. Consultation as per the Aboriginal cultural heritage consultation requirements for proponents (April 2010) must be undertaken prior to any development.
3. If the identified PADs will be impacted upon by any future development, an archaeological sub-surface investigation will be required in accordance with the Code of Practice for Archaeological Investigations of Aboriginal Objects in NSW.
4. If sites HGR 2-4 will be harmed by any future development, an Aboriginal Heritage Impact Permit will be required.

Figure 6: Indigenous archaeological sites on the subject land



Bushfire

A bushfire risk assessment was undertaken 2007. It concluded that provided a number of measures were undertaken (mainly APZ setbacks from hazard areas) the fire hazard level would be at a suitable level for life and property on the subject land.

Population Growth and Community Services

The Planning Proposal will substantially increase the urban area of Heddon Greta. In 2006 the population of Heddon Greta was 1428 people. Since then, a number of rezonings could increase the potential population of the town as follows:

Population 2006	1428
Averys Village	2250
Cliftleigh	2440
Heddon Greta west	337
Other	250
TOTAL residents	6750

This is a substantial population increase. As the new urban areas develop Heddon Greta will require additional shops and services. Heddon Greta currently relies on Kurri Kurri and Gilleston Heights for primary schools. The projected growth will necessitate a primary school in Heddon Greta, unless the Department of Schools and Communities has sufficient spare



capacity in Kurri Kurri and Gileston Heights and there is a willingness to transport school students to these locations. The Department of Education and Communities has not yet made a decision on the future provision of these services.

There is no community hall/centre in Heddon Greta, and the growth of the town would necessitate development of this level of community facility. Council is examining options for a central, multipurpose community facility to service Heddon Greta, as distinct from smaller neighbourhood cottages located in the new residential areas.

Because Heddon Greta is only 3 kilometres from the centre of Kurri Kurri, it is likely that Heddon Greta residents will frequently use the services and facilities in Kurri Kurri. As a result, local facilities and services in Heddon Greta can be provided to a less comprehensive extent than would be the case for a similar, but more isolated, community.

Heddon Greta has a hotel, two petrol stations which sell limited convenience goods, and a small cluster of shops (bakery, beauty salon, wholesale supplies). There is likely to be a demand for an increase in retail and commercial facilities, and these should be located along Main Road, preferably adjacent to the existing cluster of shops. There is no proposal to include commercial land uses within the subject land of the Planning Proposal.

In summary, Council has identified the need for additional services and facilities in Heddon Greta and is developing strategies to satisfy these needs, including the development of a Section 94 Plan to secure the resources necessary to provide these facilities.

Mine Subsidence and Mineral Resources

The land is not in a Mine Subsidence District and is not affected by any coal titles. The then Department of Primary Industry has raised no objection to the Planning Proposal. The coal reserves under the site have been extracted.

Agriculture

The former Department of Industry and Investment has advised that the land is suitable for intensive agricultural operations. They referred to several enterprises which were stated to operate on the land; however, these ceased operation a number of years ago. According to the proponent these enterprises (e.g. poultry production) are no longer economically sustainable in this location. The former Department of Industry and Investment also raised concern that the proposal would rezone extensive flood-free land for urban purposes, which may constrain the sustainable use of the residual flood prone lands and affect the capacity of livestock to find emergency refuge during flood events.

Because the land is not classified as prime agricultural land, given its close proximity to the existing urban area of Heddon Greta, and that the City Wide Settlement Strategy and Lower Hunter Regional Strategy identify the land as "potential future urban", it is considered by Council officers that the proposed rezoning is appropriate.

Residential Density

The subject land is proposed to be zoned R2 Low Density Residential zone under the Cessnock Local Environmental Plan 2011. This is consistent with the existing urban area of Heddon Greta. The following forms of housing are permissible:



attached dwellings, boarding houses, dual occupancies, dwelling houses, group homes, hostels, secondary dwellings, semi-detached dwellings, and seniors housing

These are relatively low-density forms of housing and, given the location of the subject land, are appropriate.

The Cessnock Local Environmental Plan 2011 specifies a 450 square metre minimum lot size for the existing R2 zoned area of Heddon Greta. It is proposed to extend this restriction to the proposed R2 zoned area on the subject land.

Minimum Lot Size in the Proposed E2 Zoned Land

In order to permit the subdivision of the lot containing the E2 zoned land it is proposed to include the following clause in the Cessnock Local Environmental Plan 2011. This clause will facilitate private ownership solutions to the ongoing protection and management of the E2 zoned land.

This provision seeks to provide an exception to the minimum lot size in the case of lots containing land in one zone and land in an E2 Environmental Conservation or E3 Environmental Management zone.

(1) *The objectives of this clause are as follows:*

- (a) *to provide for the subdivision of lots that are within more than one zone but cannot be subdivided under clause 4.1,*
- (b) *to ensure that the subdivision occurs in a manner that promotes suitable land use and development.*

(2) *This clause applies to each lot (an original lot) that contains:*

- (a) *land in a residential, business or industrial zone, and*
- (b) *land in Zone E2 Environmental Conservation, or Zone E3 Environmental Management*

(3) *Despite clause 4.1, development consent may be granted to subdivide an original lot to create other lots (the resulting lots) if:*

- (a) *one of the resulting lots will contain:*
 - (i) *land in a residential or business zone that has an area that is not less than the minimum lot size shown on the Lot Size Map in relation to that land, and*
 - (ii) *all the land in Zone E2 Environmental Conservation, or Zone E3 Environmental Management, and*
- (b) *all other resulting lots will contain land that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land.*

Noise

There is the likelihood that southern parts of the proposed residential area will be affected by traffic noise from the Hunter Expressway. Accordingly, a clause will be included in the Development Control Plan requiring noise attenuation measures, where appropriate, at either the source or receiver or both.



Development Contributions and Voluntary Planning Agreement

A draft Section 94 Plan to be considered by Council in February/March 2012. The draft Plan will include contributions for community facilities, recreation facilities, open space and transport infrastructure.

No Voluntary Planning Agreement is proposed at this stage. Depending on the resolution of management of the proposed E2 Environmental Conservation land there may be a Voluntary Planning Agreement to address related issues. If this occurred, Council is likely to become a signatory only to the effect that:

- Council acknowledges that some of the Land is to be rezoned to allow for urban development and any subsequent development of the Land by the Landholders or by other entities may result in a loss of biodiversity on the Land, and the intent of setting aside the Environmental Offset Land is to compensate for that negative impact and loss of biodiversity.
- Council acknowledges the Agreement should be taken into account when determining any Development Application for the Proposed Development in accordance with section 79C (1) (a) (iia) of the Act.
- Some conditions may need to be met by the proponent prior to the granting of consent for development, such as a Vegetation Management Plan.

OPTIONS

The Planning Panel could:

1. Decline to progress the Planning Proposal. There are already around 1000 lots zoned for residential development at Heddon Greta (most at Cliftleigh). If the proposal did not progress it would be unlikely to create a short term shortage of residential land in the area. However, it would reduce market choice and competition.
2. Amend the Planning Proposal. This could include changing the proposed zone boundaries or the land use zones. A significant change of this nature would require additional consultation with State agencies, particularly the Environmental Protection Authority, and a possible re-exhibition of the Planning Proposal. It may also change the economic viability of the development.
3. Exhibit the Planning Proposal. This is the recommended option.

CONSULTATION

Council has undertaken consultation with State agencies pursuant to Section 62 of the Environmental Planning and Assessment Act. In December 2010 Department of Planning and Infrastructure agreed to place the Proposal on exhibition. The purpose of this Report is to obtain the Planning Panel's approval to place the Planning Proposal on public exhibition.

STRATEGIC LINKS

a. Delivery Program

N/A



b. Other Plans

The development of Avery's Village is consistent with City Wide Settlement Strategy and the Lower Hunter Regional Strategy.

IMPLICATIONS

a. Policy and Procedural Implications

Nil. The Report is consistent with Council and State Government policy.

b. Financial Implications

Rezoning of the land will entail the provision of social and physical infrastructure. This infrastructure will be largely funded through developer contributions. Some road upgrading may require a Council contribution on the basis of apportionment for existing demand.

c. Legislative Implications

The Report is consistent with the Environmental Planning and Assessment Act.

d. Risk Implications

It is considered that there are minimal risk implications arising from the recommendation of this Report.

e. Other Implications

Nil

CONCLUSION

The Planning Proposal seeks to rezone land in order to provide an extension of the residential area of Heddon Greta. It is consistent with the City Wide Settlement Strategy and the Lower Hunter Regional Strategy. The opening of the Hunter Expressway in 2013 will improve the accessibility of Heddon Greta and its desirability as a place to live. The Planning Proposal seeks to rezone land in advance of the anticipated increase in demand for housing in the area.

An area of biodiversity significance will be protected in an E2 Environmental Conservation zone. In addition, offsite biodiversity offsets are proposed to compensate for vegetation and habitat removal on site.

It is considered that services can be made available to the subject land to meet the needs of residents.

ENCLOSURES

- 1 Planning Proposal - Averys Village - 19 January 2012 26 Pages
- 2 Letter from Department of Planning Granting Extension 1 Page
- 3 Land Use Zoning Plan

Attachment 3: Minutes for Planning Panel Report No.PPEE2/2012

OUR NATURAL, DEVELOPED AND CULTURAL ENVIRONMENT NO. PPEE2/2012

SUBJECT: PLANNING PROPOSAL - AVERYS VILLAGE

MOTION Moved: Alison McCabe Seconded: Tim Rogers
PP1810
RESOLVED

- 1) That a separate Planning Proposal be progressed to provide for a variation in the minimum lot size of split zone lots that include E2 or E3 zoned land and is not to be included in the Averys Village Planning Proposal
- 2) Include in the Planning Proposal for Averys Village a proposed amendment to the Cessnock Local Environmental Plan 2011 to require specified conditions to be met prior to development consent being granted on specified land parcels, as follows:

Consent to development subject to special requirements

Objective of Provision

To ensure that specific requirements relating to the development of certain land will be met when the development is undertaken.

Requirements for development

Consent must not be granted to development on any land described in Column 1 of Schedule 3 unless the consent authority is satisfied, whether by the imposition of a condition or otherwise, that any requirement specified for the land in Column 2 of that Schedule has been or will be met.

Schedule 3

Column 1 to refer to the subject land at Averys Village, Column 2 to state "An enforceable mechanism acceptable to Council and the Environmental Protection Authority is in place for the protection and management for conservation purposes of that part of the land within Zone E2 (Environmental Conservation Zone)."

- 3) Include in the Planning Proposal the appropriate infrastructure zones and amendment to the acquisition clause in the Cessnock LEP 2011 to reflect the road widening required along Main Road as referenced in the RTA letter.
- 4) Exhibit the amended Planning Proposal for Averys Village for a minimum period of 28 days in conjunction with the exhibition of the draft Development Control Plan and the draft Section 94 Plan.
- 5) That the Planning Proposal not be forwarded to the DPI until the Biodiversity Offset mechanism has been appropriately resolved.

This is page 87 of the Minutes of the Planning Panel Meeting held on 19 January 2012 confirmed on 9 February 2012

.....Chairperson

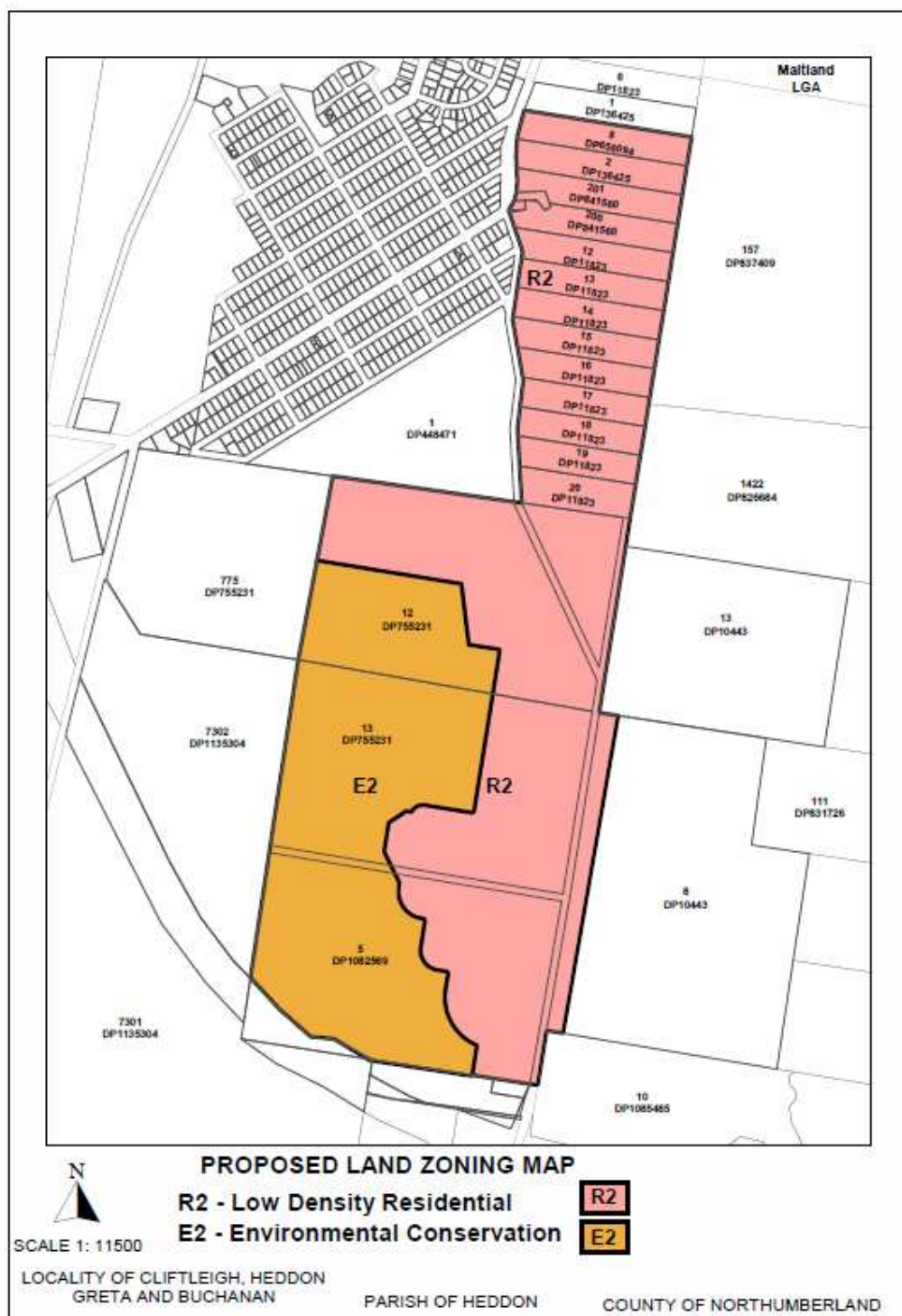
FOR	AGAINST
Tim Rogers	
Alison McCabe	
Total (2)	Total (0)

CARRIED UNANIMOUSLY

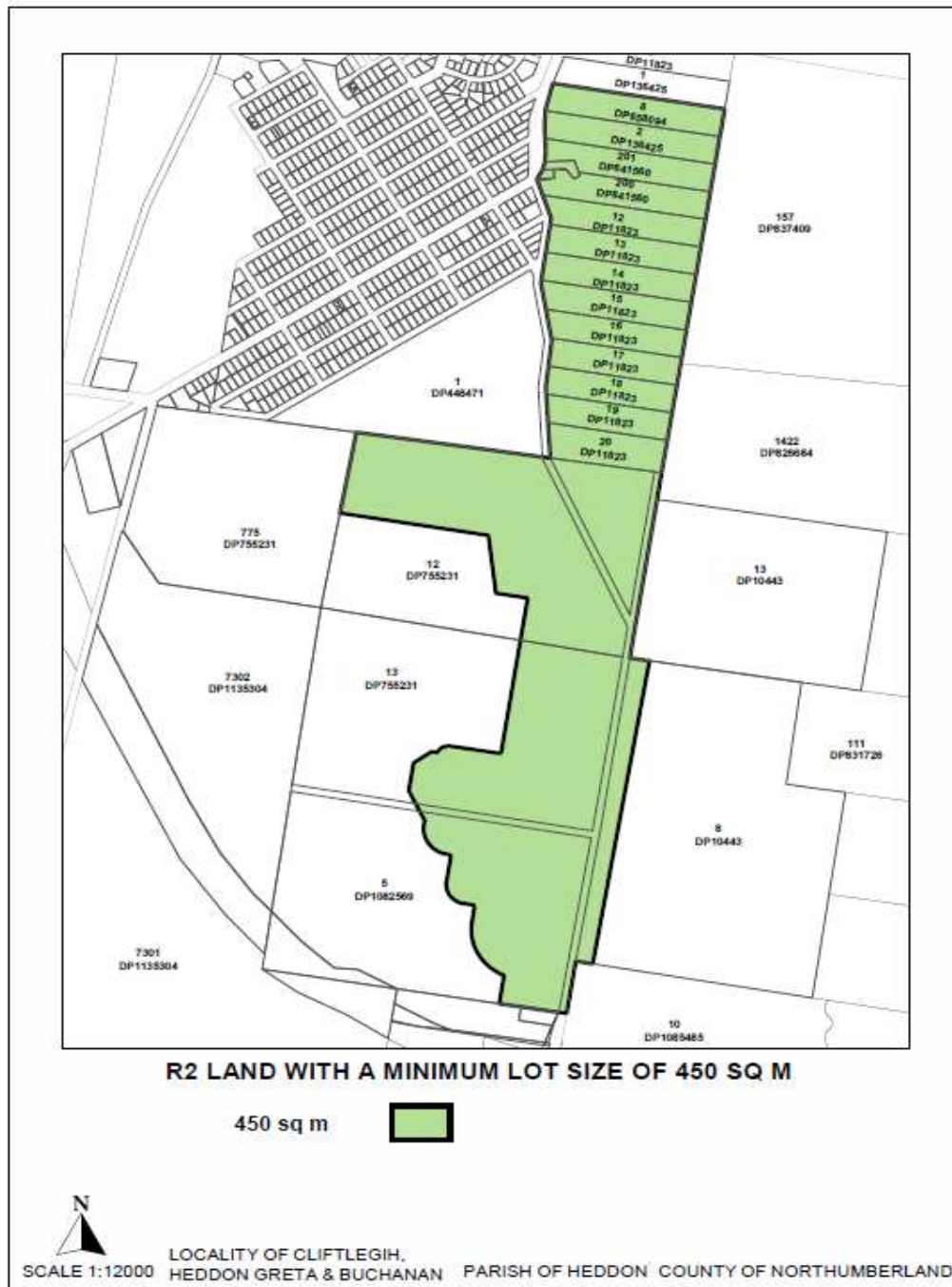
This is page 86 of the Minutes of the Planning Panel Meeting held on 19 January 2012 confirmed on 9 February 2012

.....Chairperson

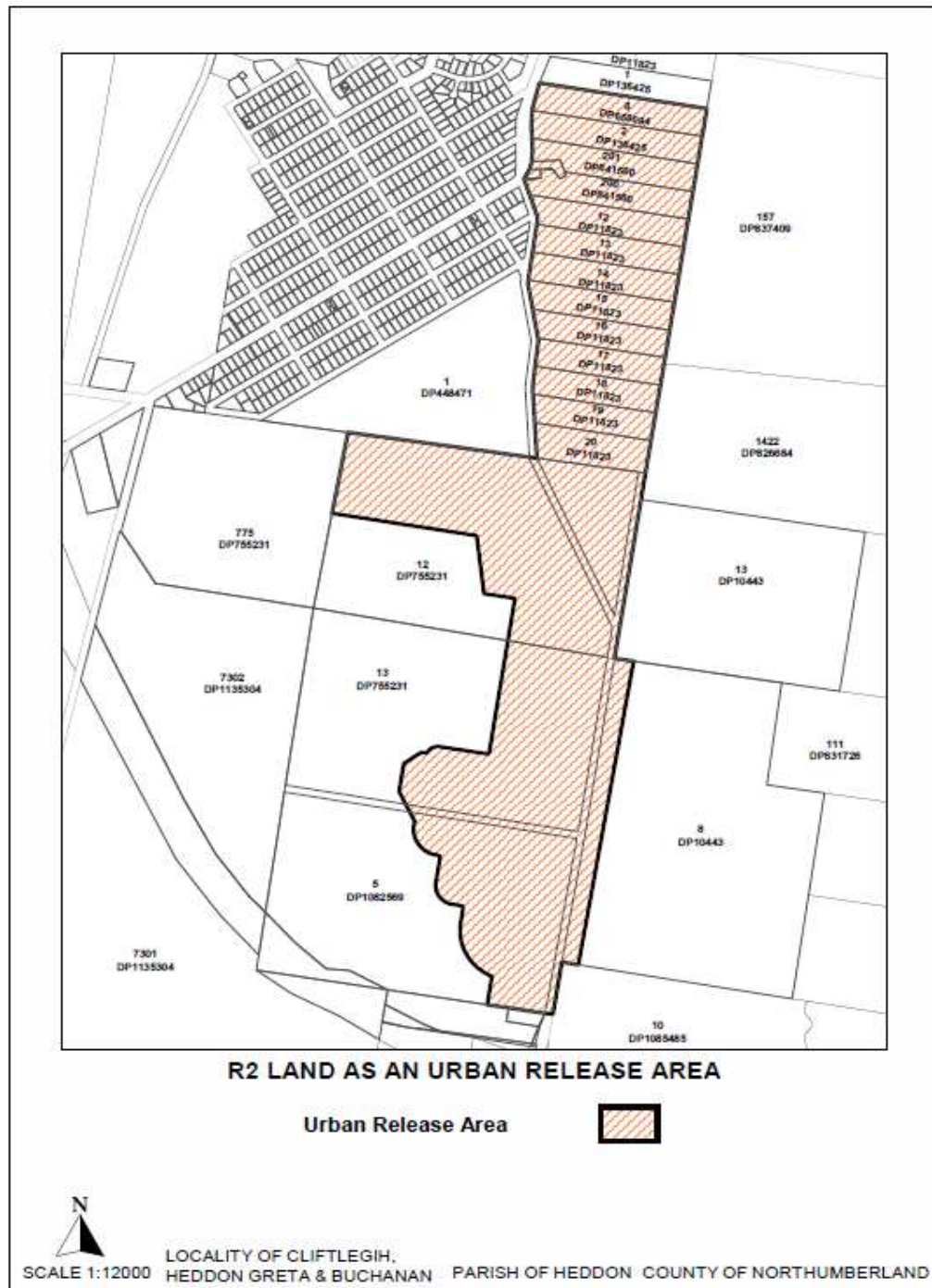
Attachment 4 Land Use Zone map



Attachment 5 Lot size map



Attachment 6: Urban Release Area map



Attachment 7: Summary of Submissions

	Date	Name	Organisation	Address	Property	Submission details	Suggested response
1.	9/7/2012	Shane Lee	Kurri Golf Club	P.O. Box 123, Kurri Kurri NSW 2327	Lot 1 DP48471, Lot 775 DP 755231	Support proposed development provided measures are taken to avoid land use conflict with historical uses such as the Golf Club	Noted. A clause requiring development proposals near the Golf Club boundary to be accompanied hazard and amenity impact assessment has been included in the DCP. Resultant measures should reduce potential land use conflict.
						The 18th hole runs east-west adjacent to the S boundary of Lot 1 adjoining the proposed R2 zoned land. The practice fairway located on Lot 775 to the west of the proposed R2 zoned land. There is a risk of golf balls striking people or property on the proposed R2 zoned land.	As above
						Propose a 90 m minimum setback of housing allotments and dwellings from the boundary of Lot 1 and Lot 775.	The above clause is considered more effective than a prescriptive setback requirement.
						The proposed DCP should include a requirement for a barrier along the full length of the 18th hole and practice fairway. This barrier could be a 3 m high mound with 3 m high shrubs together with a 5 m high protection fence at critical points.	The above clause is considered more effective than a prescriptive requirement for a barrier.
						A machinery shed is located in the North Eastern corner of Lot 775. This location was chosen to avoid early-morning noise issues with the residents on Clift Street. Activities commence at the shed from 6:30 AM and may create a noise amenity issue within the proposed R2 zoned land.	Noted. The above additional DCP clause should assist in reducing conflict. In addition, the management of any noise nuisance from equipment located at the shed is a matter for good site management by the Golf Club as well as new residents' awareness of the impacts of living adjacent to a golf course.
						Sprinklers operate outside of daylight hours to avoid impeding golfing activity, and may create a noise and mist drift problem for adjacent residences.	The above additional DCP clause should assist in reducing conflict. In addition, the golf club should ensure that spray drift does not affect adjoining properties.
						Request a meeting with Council officers to discuss the above issues.	This meeting has been scheduled.

2.	2/5/2012	Shane Lee	Golf Club	P.O. Box 123, Kurri Kurri NSW 2327	Lot 1 DP48471, Lot 775 DP 755231	Raise a range of concerns including • scale of residential development • interruption to golf course business • lack of golf course buffering • control of run-off water.	As above. The DCP contains measures to manage stormwater runoff.
						Seek assurance that: • Golf Club business will not be compromised by the proposed development • the Golf Club will not be financially compromised by the proposed development • suitable consent conditions should be included in approvals to protect the business of the Golf Club.	• Council has included hazard and amenity impact assessment provisions in the DCP. There are many examples of golf clubs and residential development successfully coexisting.
3.	7/6/2012	Mark Leek	ACM Landmark	P.O. Box 627 Cessnock NSW 2325	Lot 13 DP 10443	Lot 13 has legal access to the north and south via Averys Lane. Figure 3 of the DCP makes no provision for legal road access to Lot 13.	The Planning Proposal and Development Control Plan do not change the legal status of this access. Under the provisions of Section 34 Roads Act (1993), applications to close a public road (other than a freeway) must be lodged with Crown Lands, and are not regulated by the Environmental Planning and Assessment Act. Nonetheless a requirement has been included in the DCP to maintain legal and convenience access to adjoining rural properties.
						The DCP designates part of Lot 13 as a rural buffer such buffers should be on the land proposed for rezoning and not on other land.	There provisions related to the "rural buffer" have been deleted in order to remove the potential for misinterpretation regarding their purpose.
						An application has been made to Crown Lands to have Averys Lane fronting Lot 13 closed. This application is being opposed by the owner of Lot 13.	See response above.
						It is noted that the draft DCP Structure and Transport Plan does not make provision for continued access to Lot 13 and other lands adjoining Lot 13 to the north and south.	See response above.
4.	9/7/2012	Scott Seddon	Heddon Greta Drive In	P.O. Box 212 BRANXTON NSW 2335		Oppose the rezoning because of potential impacts on the operation of an existing business.	A clause has been added to the DCP to require adjacent development to consider a range of matters in relation to managing the impact of development on the Drive In operation.

						Potential breaches of copyright from any dwelling or public place created within sight of the Drive In screen. This would occur because opportunities would be provided for movie piracy. A buffer should be provided to prevent dwellings being constructed within line of sight viewing of the screen.	Noted. As above. This potential action can already occur from the adjacent rural land. It relates to potential illegal acts by individuals rather than from development.
						No acknowledgement is provided of the interaction of residential traffic, through traffic, and Drive In traffic, and how this may be addressed.	See above response regarding an additional clause in the DCP.
						Impacts may be experienced by the Drive in and residential development by noise generated from either use.	See above response regarding an additional clause in the DCP.
						Lighting of the Drive In compound or reflected light from the screen may have amenity impacts on the adjacent residences. In addition light associated with the proposed residential area may have an impact on the operation of the Drive In. An impact assessment and a buffer are required.	See above response regarding an additional clause in the DCP.
						Construction work associated with the upgrading of Averys Lane and the development of the residential area may impact on traffic flow to and from the Drive In.	Conditions are normally applied to construction approvals to minimise the impact of construction on others.
						It is not clear whether the traffic assessment include impacts associated with the Drive In operations, particularly turning in and out of the site.	Detailed road design will need to consider ingress and egress from the Drive In.
5.	9/7/2012	Brad Everett	Hunter Land	P.O. Box 3042 Thornton NSW 2322	Lot 20 DP 11823, lots 12 and 13 DP 755321, Lot 5 DP 1082569	The length of the footpath part/cycleway that needs to be constructed along Main Road to connect to existing road part/cycleway should be specified in the DCP. Is it to be constructed to the intersection of Heddon Street and Main Road?	Further specific details of the shared pathway are provided in the Section 94 Plan. The development is only required to construct the shared pathway as far as the intersection of Main Rd and Stanford Street.
						The upgrading of Adams Street and Stamford Street ostensibly to cater for additional traffic resulting from the proposed development should be funded by Council because the additional traffic will be minimal.	The proposed development will lead to traffic from the development taking short cuts along Adams and Stamford Streets. The proposed development triggers the need for traffic management measures and therefore should fund them.
						The requirement for proposed roundabout at the north of the development should be replaced with a more general requirement for a traffic management measure.	The requirement has been replaced with one for a traffic management measure.
						Section 13.1.6 (a) and section 13.1.7 (b) contain typographical errors.	Noted.

						The stated apportionment for the childcare centre is based on 100 places per 5000 residents, should this be 6000?	100 places per 5000 residents is the applicable standard.
						A summary of proposed works is not included in the Works Schedule.	The works are shown in the Works Schedule.
						Kerb and guttering on Averys Lane adjacent to Lot 8 DP 658094, Lot 2 DP 136425, Lots 200 and 201 DP 841560 and Lots 13 to 20 DP 11823 should be conditioned as part of future subdivision development applications relating to this land, and not included in the S94 Plan.	These works have been included in the Section 94 Plan because of the need to cater for a range of development staging sequences, some of which may require one party to undertake the kerb and guttering works and then be reimbursed.
6	20/8/2012	Dave Young	Roads and Maritime Services	Locked Bag 30 Newcastle West NSW 2300		The RMS has meet with the proponent and requested a revised traffic assessment taking into account the upgrade requirements for the Main Road/Heddon Street intersection (Main Road is a State Road). Supports DCP clause in relation to transport networks. A traffic impact assessment will be required to determine the lot number thresholds for the progressive the State Road intersection upgrades. The urban release area should connect to public transport networks, and public transport and school bus facilities should be included as part of the DCP requirements. Council should ensure that the full costs of the required State Road intersection upgrades are included in the Section 94 Plan. While RMS has no objection to Council including the intersection upgrade in the Section 94 Plan provisions, a formal legally binding agreement may be required between the developer and the RMS to ensure timely delivery of the intersection upgrades.	Noted. Noted The DCP provides for Averys Lane to be a bus route. The Section 94 Plan makes provision for bus stops and shelters. Main Road is a State responsibility and RMS requires a traffic impact assessment to determine thresholds for upgrades of the intersection of Main Road and Heddon Street. As a result, provision for the intersection upgrade has been deleted from the Section 94 Plan. This deletion reduces risk to Council of under costing, including the RMS role with the intersection clear, including its responsibility for obtaining a contribution.

Minister for the Environment

ABN 30 841 387 271

Cessnock City Council

ABN 60 919 148 928

Hunter Land Holdings Pty Limited

ACN 110 974 439

AVP Investor Pty Limited

ACN 128 410 873

Lindsay James George Elliott

Graham John Field

Pamela Joy Field

HL Eco Trades Pty Ltd

ACN 131 137 258

Planning Agreement

Environmental Planning and Assessment Act 1979

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Agreement made at on

Parties

Minister for the Environment ABN 30 841 387 271 of Level 32 Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 ("**Minister**")

Cessnock City Council ABN 60 919 148 928 of 62-78 Vincent Street Cessnock NSW 2325 ("**the Council**")

Hunter Land Holdings Pty Limited ACN 110 974 439 of 1 Hartley Drive, Thornton NSW 2322 ("**Hunter Land**")

AVP Investor Pty Limited ACN 128 410 873 of Level 2, 106 King Street, Sydney NSW 2000 ("**AVP**")

Lindsay James George Elliott of ## ("**Elliott**")

Graham John Field of ##

Pamela Joy Field of ## (together "**Field**")

HL Eco Trades Pty Ltd ACN 131 137 258 of 1 Hartley Drive, Thornton NSW 2322 ("**HL Eco**")

Background

- A. Each Landowner owns that part of the Land as nominated to be owned by it in Schedule 2 which includes the Offsite Environmental Land and the Onsite Environmental Land.
- B. Hunter Land, AVP, Elliot and Field have sought an amendment to the LEP to rezone the Land in order to allow the Proposed Development on the Land.
- C. Hunter Land, AVP, Elliot and Field intend to lodge with the Council a Development Application(s) for the Proposed Development.
- D. Hunter Land, AVP, Elliot and Field have offered to make the Development Contribution, including procuring HL Eco to transfer the Offsite Environmental Land.
- E. The parties have therefore agreed to enter into this Agreement to make the Development Contribution.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

The meaning of capitalised terms and the provisions relating to the interpretation of this Agreement are as follows:

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

Agreement means this Planning Agreement.

Alternate Onsite Environmental Land Contribution means:

- (a) the management of the Onsite Environmental Land under a Conservation Agreement;

- (b) the Minister and the Landowner entering into a Biobanking Agreement;
- (c) the Minister consenting to a Property Vegetation Plan; or
- (d) any other contribution determined by the Minister to be appropriate,

with respect to the Onsite Environmental Land.

Application means an application for any Approval.

Approval means any approvals, consents, modifications, Part 4A Certificates, Part 3A of the Act approvals, State Significant Development or State Significant infrastructure Approvals under the Act, certificates, Construction Certificates, Compliance Certificate, Occupation Certificates, Complying Development Certificates, permits, endorsements, licences, conditions or requirements (and any variations to them) which may be required by law for the Proposed Development or for the commencement or carrying out of works contemplated by this Agreement.

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under the Building Professionals Act 2005 (NSW).

Biobanking Agreement means a biobanking agreement under the *Threatened Species Conservation Act 1995* (NSW).

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

Claim means any allegation, debt, cause of action, liability, claim, proceedings, suit or demand of any nature however arising and whether fixed or unascertained, actual or contingent whether in law, in equity, under statute or otherwise.

Commencement Date means the date that this Agreement operates under clause 2(b).

Commercial Premises has the same meaning as commercial premises under the Standard Instrument.

Consent Authority means, in relation to an Application, the Authority having the function to determine that Application.

Conservation Agreement has the same meaning as in the NPW Act.

Construction Certificate means a certificate referred to in section 109C (1) (b) of the Act.

Development Application means each Application made or to be made under Part 4 of the Act, by or on behalf of the Landowner, for consent to develop the whole or any part of the Land.

Development Consent means Approval by the Consent Authority under Part 4 of the Act in response to a Development Application, including any Modification of it.

Development Contribution means:

- (a) the Environmental Contribution; and

- (b) Offsite Environmental Land Contribution; and
- (c) Onsite Environmental Land Contribution.

Environmental Contribution means a monetary contribution of \$30,000 to be provided in accordance with Schedule 3 to this Agreement.

Explanatory Note means the explanatory note required by the Regulation.

Gazettal means the publication on the NSW legislation website under section 34(5) of the Act of the making by the Minister administering the Act of the amendment to the LEP.

General Register of Deeds means the land registry so entitled and maintained under the *Conveyancing Act 1919* (NSW).

GST has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Schedule 2, and as shown on the plans attached as Annexure A.

Landowner means the owner of the Land from time to time, and where the context permits includes all of the owners of the Land.

LEP means the Cessnock Local Environmental Plan 2011.

LPI means the Land and Property Information divisions of the Department of Finance and Services or any similar department or authority that may be established from time to time.

NPW Act means the *National Parks and Wildlife Act 1974* (NSW).

Offsite Environmental Land means Lot 119 DP 752445.

Offsite Environmental Land Contribution means the dedication of the Offsite Environmental Land in accordance with Schedule 3 of this Agreement.

Onsite Environmental Land means that part of the Land as generally identified on the plan attached as Annexure A to this Agreement and shown as "E2 – Environmental Conservation".

Onsite Environmental Land Contribution means:

- (a) the Original Onsite Environmental Land Contribution; or
- (b) the Alternate Onsite Environmental Land Contribution.

Onsite Environmental Land Subdivision means a subdivision of the Land to create a separate lot or lots for the Onsite Environmental Land.

Original Onsite Environmental Land Contribution means the dedication of the Onsite Environmental Land to the Minister for reservation under the NPW Act, management of the Onsite Environmental Land by the Office of Environment and Heritage, or other measure the Minister determines appropriate for the conservation of the Onsite Environmental Land in accordance with Schedule 3 of this Agreement.

Party means a party to this Agreement, including their respective successors and assigns.

Property Vegetation Plan means a property vegetation plan for land under the *Native Vegetation Act 2003* (NSW), not being a plan that proposes broadscale clearing of native vegetation within the meaning of the *Native Vegetation Act 2003* (NSW).

Proposed Development means development of the purpose of residential and other ancillary development on part of the Land.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens Title register maintained under the Real Property Act.

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

Residential Accommodation has the same meaning as residential accommodation under the Standard Instrument.

Service Easements means easements for services and drainage which are noted on the Subdivision Plan or any other encumbrances as agreed with the Minister.

Standard Instrument means *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement.

Strata Certificate has the same meaning as in the Strata Schemes Act.

Strata Plan means a strata plan or strata plan of subdivision within the meaning of the Strata Schemes Act.

Strata Schemes Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Subdivision Certificate means a certificate issued under section 109C(1)(d) of the Act.

Subdivision Plan means the plan for the Onsite Environmental Land Subdivision contained in any Application submitted to the relevant Authority.

Super Lot means a lot that forms part of the Land which, following the registration of a Plan of Subdivision, is intended for further subdivision (including strata and community title subdivision):

- (a) for Residential Accommodation, or
- (b) to be used for Commercial Premises.

Taxes means taxes, levies, imposts, charges and duties imposed by any Authority (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, the net income of the Minister or the Environment Minister.

Transfer means a transfer in the approved form under the Real Property Act which is duly stamped, signed and otherwise in registrable form for the purpose of transferring the Offsite Environmental Land or the Onsite Environmental Land (as the case may be) to the Minister or her nominee.

Urban Lot means a lot that forms part of the Land to be created by the registration of a:

- (a) Plan of Subdivision and is intended to be developed for Residential Accommodation; or
- (b) Strata Plan and has been or is being developed for Residential Accommodation,

but excluding any Super Lots.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (d) a reference to a document is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **"includes"** in any form is not a word of limitation;
- (j) a reference to **"\$"** or **"dollar"** is to Australian currency;
- (k) the Schedules and Annexures to this Agreement form part of this Agreement; and
- (l) if a party to this Agreement is made up of more than one person:

- (i) an obligation of those persons is several;
- (ii) a right of those persons is held by each of them severally; and
- (iii) any references to that party is a reference to each of those persons separately, so that (for example), a representation, warranty or undertaking is given by each of them separately.

2. Operation and status of this Agreement

- (a) The Parties agree that this Agreement is a planning agreement within the meaning of section 93F of the Act.
- (b) This Agreement is entered into and takes effect on its execution by all the Parties.
- (c) This Agreement will terminate 2 months after the later of the date of the:
 - (i) provision of the Environmental Contribution; or
 - (ii) transfer of the Offsite Environmental Land; or
 - (iii) provision of the Onsite Environmental Land Contribution,in accordance with clause 5 of this Agreement.

3. Application of the Agreement

This Agreement applies to the Land and the Proposed Development.

4. Application of section 94, section 94A and section 94EF of the Act

- (a) The application of sections 94, 94A and section 94EF are excluded to the extent stated in Schedule 1 to this Agreement.
- (b) For the avoidance of doubt, any benefits under this Agreement are not to be taken into consideration in determining a development contribution under section 94 of the Act.

5. Requirement to provide the Development Contribution

- (a) The Landowner undertakes to provide or procure the provision of the Development Contribution in the manner and at the times as set out in Schedule 3 to this Agreement and the Parties agree to abide by the procedures and obligations as set out in Schedule 3 to this Agreement.
- (b) The Landowner covenants and agrees that to the extent a Development Contribution of the Landowner is stated or implied as having a particular purpose or use, the Minister:
 - (i) has no obligation to use or spend a Development Contribution for a particular purpose or use; and
 - (ii) does not warrant or represent that any specified or unspecified work is to be provided; and

- (iii) is not required to repay to the Landowner any monetary contribution or part thereof; and
- (iv) has no obligation to monitor or follow-up the use of a Development Contribution.

6. Land ownership and Registration of this Agreement

6.1 Ownership

Each Landowner separately represents and warrants to the Minister that as at the date of this Agreement:

- (a) it is the legal and beneficial owner of that part of the Land which is nominated as being owned by it in Schedule 2; or
- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this Agreement is required to be registered under clause 6.2 of this Agreement; and
- (c) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 6.2(b)(i) to assist, cooperate and otherwise to do all things necessary for it to comply with its obligations under clause 6.2.

6.2 Registration of this Agreement

- (a) As contemplated by section 93H of the Act, each Landowner, within 10 Business Days of the date of this Agreement, agrees to procure the registration of this Agreement under the Real Property Act in the relevant folios of the Register for the Land.
- (b) Each Landowner, at its own expense, will take all practical steps, and otherwise do anything that the Minister reasonably requires, to procure:
 - (i) the consent of each person who:
 - A. has an estate or interest in the Land registered under the Real Property Act; or
 - B. is seized or possessed of an estate or interest in the Land; and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant duplicate certificates of title,to enable the registration of this Agreement under the Real Property Act in the relevant folios of the Register for the Land in accordance with section 93H of the Act.
- (c) Each Landowner will, within 10 Business Days of registration of this Agreement on the relevant folios of the Register for the Land in accordance with clause 6.2(a) and (b) above, provide the Minister with a copy of the relevant folios of the Register for the Land.

6.3 Release and discharge of this Agreement

- (a) The Minister agrees to do all things reasonably required by the Landowner to release and discharge this Agreement, such that it is no longer registered on the relevant folios under section 93H of the Act:
 - (i) in relation to all lots, upon the Landowner satisfying all of its obligations under this Agreement, or
 - (ii) in relation to Urban Lots, the issuing of a Subdivision Certificate or Strata Certificate (as the case may be) in respect of any lot other than a Super Lot, or
 - (iii) in relation to the Onsite Environmental Land, at the same time as:
 - A. any Transfers are lodged for registration under clause 3.2 of Schedule 3, or
 - B. any Conservation Agreement is lodged for registration under clause 3.4 of Schedule 3, or
 - C. the Alternate Onsite Environmental Land Contribution is provided in accordance with clause 3.1(d) of Schedule 3,
 - (iv) in relation to the Offsite Environmental Land, at the same time as the Transfer is lodged for registration under clause 4.1 of Schedule 3.
- (b) If through error or other reason this Agreement is registered on the title to any Urban Lot or the Offsite Environmental Land or the Onsite Environmental Land (once it is transferred under Schedule 3), each Party must do such things as are reasonably necessary, as requested by the other, to facilitate the lodging and grant of a request for the registration of this Agreement to be removed from the title to that lot.

6.4 Caveat

Each Landowner acknowledges and agrees that:

- (a) the Minister is deemed to have acquired, and the Landowner is deemed to have granted, an equitable estate and interest in the Offsite Environmental Land and the Onsite Environmental Land for the purposes of section 74F(1) of the Real Property Act and consequently the Minister has a sufficient interest in the Offsite Environmental Land and the Onsite Environmental Land in respect of which to lodge with the LPI a caveat notifying that interest;
- (b) it will not object to the Minister lodging a caveat in the relevant folio of the Register for the Offsite Environmental Land and the Onsite Environmental Land nor will it seek to remove any caveat lodged by the Minister;
- (c) it will indemnify and keep indemnified Minister against all Claims made against the Minister including, without limitation, Claims made by the Landowner or any other person who has an estate or interest in any part of the Offsite Environmental Land and the Onsite Environmental Land registered under the Real Property Act, by virtue of or in connection to the

7. Security and enforcement

7.1 Security

In consideration of the Minister entering into this Agreement, the Landowner has agreed to provide security to the Minister for performance of the Landowner's obligations under this Agreement by

- (a) the registration of this Agreement under clause 6.2 of this Agreement; and
- (b) agreeing to clauses 3.3 and 4.2 of Schedule 3; and
- (c) by agreeing to clauses 6.4 and 7.4.

7.2 Enforcement

This Agreement may be enforced by any Party in any court of competent jurisdiction.

7.3 No prevention to enforcement

For the avoidance of doubt, nothing in this Agreement prevents:

- (a) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
- (b) the Minister or Council from exercising any function under any Legislation, including the Act, or any other Legislation or Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

7.4 Construction Certificate

- (a) The Landowner agrees and the Council acknowledges that it is a requirement of this Agreement that no Construction Certificate may be issued for any part of the Proposed Development whilst the Environmental Contribution remains unpaid.
- (b) The Minister will promptly, on receipt of the Environmental Contribution, issue a notice to the Developer confirming that the Environmental Contribution has been properly made by the Developer and accepted by the Minister.

8. Dispute resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this Agreement must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

8.4 Mediation

If the parties do not agree within 21 days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Agreement.

9. GST

9.1 Interpretation

In this clause 9:

- (a) except where the context suggests otherwise, terms used in this clause 9 have the meanings given to those terms by the GST Act (as amended from time to time);

- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause9; and
- (c) a reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

9.2 Intention of the parties

- (a) Without limiting the operation of this clause 9, the parties intend that:
 - (i) Divisions 81 and 82 of the GST Act apply to the supplies made under and in respect of this Agreement;
 - (ii) no tax invoices will be exchanged between the parties; and
 - (iii) no additional amounts will be payable on account of GST.
- (b) If it is subsequently determined that GST is payable by the Landowner in respect of any supply made pursuant to this Agreement, the Landowner must pay to the Minister an amount equal to the Minister's liability for GST in respect of the relevant supply to the Minister within 10 Business Days after the Minister has provided a tax invoice to the Landowner with respect to the supply to the Minister.
- (c) The Landowner indemnifies the Minister against any claims against, or costs, losses or damages suffered or incurred by the Principal, arising out of, or in any way in connection with, the Minister's liability for GST in respect of any supply made pursuant to this Agreement.

9.3 Reimbursement

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

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional amount of GST payable

Subject to clause 9.7, if GST becomes payable on any supply made by a party ("**Supplier**") under or in connection with this Agreement:

- (a) any party ("**Recipient**") that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of GST payable on that supply ("**GST Amount**"), and:
 - (i) where that GST Amount is payable by the Minister, the GST Amount will be limited to the amount of the input tax credit (if any) to which the Minister (or the representative member of any GST

group of which the is a member) is entitled in relation to the Minister's acquisition of that supply and is payable within 5 Business Days after the Minister, in any capacity, is a member) has received the benefit of that input tax credit; and

(ii) in any other case, the GST Amount is payable at the same time as any other consideration is to be first provided for that supply; and

(b) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause 9.5(a).

9.6 Variation

(a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 9.5 and clause 9.7), varies from the additional amount paid by the Recipient under clause 9.5, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 9.6(a) is deemed to be a payment, credit or refund of the GST Amount payable under clause 9.5.

(b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this Agreement as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

9.7 Exchange of non-monetary consideration

(a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 9.5 applies is a taxable supply made by the Recipient (the "**Recipient Supply**"), the GST Amount that would be otherwise be payable by the Recipient to the Supplier in accordance with clause 9.5 shall:

(i) if the Supplier is the Minister, be reduced by the amount of the input tax credit (if any) to which the Minister (or the representative member of any GST group of which the Minister, in any capacity, is a member) is entitled in relation to the Minister's acquisition of the Recipient Supply; and

(ii) in any other case, be reduced by the amount of GST payable by the Recipient on the Recipient Supply.

(b) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 9.5 (or the time at which such GST Amount would have been payable in accordance with clause 9.5 but for the operation of clause 9.7(a)).

9.8 No merger

This clause will not merge on completion or termination of this Agreement.

10. Assignment and Dealing

10.1 Landowner's right to sell Land

- (a) The Landowner must not sell, transfer or dispose of the whole or any part of the Land unless, before it sells, transfers or disposes of any such part of the Land to another person ("**Transferee**"):
 - (i) it satisfies the Minister acting reasonably that the proposed Transferee is financially capable (including, without limitation, by providing financial statements for, and credit standing of, the proposed transferee) of complying with such of the Landowner's obligations under this Agreement as the Minister acting reasonably shall nominate must be adopted by the Transferee ("**Required Obligations**");
 - (ii) the rights of the Minister under this Agreement are not diminished or fettered in any way;
 - (iii) the Transferee signs an acknowledgement in form and substance acceptable to the Minister by which the Transferee acknowledges that under section 93H(3) of the Act the Transferee is, upon and following transfer of the Land, bound by this Agreement; and
 - (iv) the Minister is satisfied that it holds appropriate security to secure the Landowner's obligations under this Agreement; and
 - (v) any default by the Landowner has been remedied by the Landowner or waived by the Minister; and
 - (vi) the Landowner and the Transferee pay the Minister's reasonable costs in relation to the transfer.

11. Release and indemnity

- (a) The Landowner agrees that the obligation to provide the Development Contribution is at the risk of the Landowner. The Landowner releases the Minister and the Council from any Claim, liability or loss arising from, and costs incurred in connection with, the Landowner's obligation to provide the Development Contribution.
- (b) The Landowner indemnifies the Minister and the Council against any costs incurred in connection with the Minister enforcing the Landowner's obligation to provide the Development Contributions in accordance with this Agreement, except to the extent caused or contributed to by the Minister's negligent act or default under this Agreement.
- (c) The release and indemnity in clause 11(a) and 11(b) ends once the Minister has confirmed, in writing, that the Landowner has fulfilled all of its obligations under this Agreement (such confirmation not to be unreasonably withheld or refused) or the agreement terminates under clause 2(c) whichever is the earlier.

12. Costs

- (a) The Landowner agrees to pay the reasonable costs incurred by the Minister and the Council in relation to the negotiation, preparation, execution,

advertising, stamping and registration of this Agreement, including, without limitation, legal costs and expenses on a solicitor and own client basis, and including, without limitation, any in-house legal costs and expenses.

- (b) The Landowner agrees to pay or reimburse the Minister and the Council on demand for:
- (i) costs of the Minister and the Council in connection with any exercise or non-exercise of rights (including, without limitation, in connection with the actual or contemplated enforcement or preservation of any rights under this Agreement) waiver, variation, release or discharge in connection with this Agreement; and
 - (ii) taxes and fees (including, without limitation, registration fees) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this Agreement or a payment or receipt or any transaction contemplated by this Agreement,

including in each case, without limitation, legal costs and expenses on a solicitor and own client basis, and including, without limitation, any in-house legal costs and expenses, however all such costs must be reasonable in the circumstances.

13. Effect of Scheduled terms and conditions

The Parties agree to comply with the terms and conditions contained in the Schedules to this Agreement as if those rights and obligations were expressly set out in full in the operative parts of this Agreement.

14. General provisions

14.1 Exercise of Minister's Powers

The Landowner acknowledges that the Minister may authorise any officer of the Office of Environment and Heritage to exercise any of the Minister's functions under the agreement on the Minister's behalf.

14.2 Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, anything said or done by another Party, or by an officer, agent or employee of that Party, before the Agreement was executed.

14.3 Counterparts

This Agreement may be executed by counterparts by the respective parties, which together will constitute one agreement.

14.4 Further Acts

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

14.5 Governing Law and Jurisdiction

This Agreement is governed by the Law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

14.6 Joint and individual liability and benefits

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

14.7 No fetter

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

14.8 Representations and warranties

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

14.9 Severability

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

14.10 Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties as a deed.

14.11 Waiver

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

14.12 Good Faith

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

15. Notices

15.1 Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that Party at its address set out below; or
- (b) faxed to that Party at its fax number set out below:

The Minister

Address: PO Box 488G Newcastle NSW 2300
Telephone: (02) 4908 6823
Fax: (02) 4908 6810
Attention: Diane Crosdale

The Council

Address: 62-78 Vincent Street Cessnock NSW 2325
Telephone: (02) 4993 4100
Fax: (02) 4993 2500
Attention: The General Manager

Landowner

Hunter Land Holdings Pty Limited

Address: 1 Hartley Drive Thornton NSW 2322
Telephone: (02) 4966 4966
Fax: (02) 4966 3644
Attention: Mr Brad Everett

AVP Investor Pty Limited

Address: Level 2, 106 King Street, Sydney NSW 2000
Telephone: (02) 9233 2588
Fax: (02) 9233 6599

Attention: Jamie Boswell

Lindsay James George Elliott

Address: 57 Averys Lane, Buchannan NSW 2323

Telephone: (02) 4937 3321

Fax: -

Graham John Field

Address: PO Box 148 Kilkivan QLD 4600

Telephone: 0409 124 959

Fax: -

Pamela Joy Field

Address: PO Box 148 Kilkivan QLD 4600

Telephone: 0409 124 959

Fax: -

HL Eco Trades Pty Ltd

Address: 1 Hartley Drive Thornton NSW 2322

Telephone: (02) 4966 4966

Fax: (02) 4966 3644

Attention: Mr Brad Everett

15.2 Receipt

- (a) Any notice, consent, information, application or request is to be treated as given or made at the following time:
 - (i) if it is delivered, when it is left at the relevant address;
 - (ii) if it is sent by post, 2 Business Days after it is posted; or
 - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- (b) Receipt - next Business Day

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day or

after 5pm on any Business 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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Schedule 1 - Requirements under section 93F of the Act

SUBJECT and SUB-SECTION OF THE ACT	THE PLANNING AGREEMENT
Planning instrument and/or Development Application - (Section 93F(1)) The Landowner has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) Yes (b) Yes (c) No
Description of the land to which the Planning Agreement applies - (Section 93F(3)(a))	The whole of the Land.
Description of change to the environmental planning instrument to which the Planning Agreement applies - (Section 93F(3)(b))	Rezoning of the Land to allow for the Proposed Development.
The scope, timing and manner of delivery of contribution required by the Planning Agreement - (Section 93F(3)(c))	See the Schedule 3
Applicability of section 94 of the Act - (Section 93F(3)(d))	The application of section 94 of the Act is not excluded.
Applicability of section 94A of the Act - (Section 93F(3)(d))	The application of section 94A of the Act is not excluded.
Applicability of section 94EF of the Act - (Section 93F(3)(d))	The application of section 94EF of the Act is not excluded.
Mechanism for dispute resolution - (Section 93F(3)(f))	See clause 8.
Enforcement of the Planning Agreement - (Section 93F(3)(g))	See clause 7.
Registration of the Planning Agreement - (Section 93F(3)(g)) The Parties agree that the Planning Agreement will be registered in accordance with clause 6.2.	Yes
No obligation to grant consent or exercise functions - (Section 93F(9))	No obligation. See clause 14.5.

Schedule 2 - Land

The whole of the land described in the following table:

Lot	Deposited Plan	Folio Identifier	Landowner
20	11823	20/11823	Hunter Land Holdings Pty Limited AVP Investor Pty Limited
12	755231	Auto Consol 14257-166	Lindsay James George Elliott
13	755231	Auto Consol 14257-166	Lindsay James George Elliott
5	1082569	5/1082569	Graham John Field Pamela Joy Field
8	10443	8/10443	Lindsay James George Elliott
119	752445	119/752445	HL Eco Trades Pty Ltd

Schedule 3 – Development Contribution

1. Development Contribution

The Landowner undertakes to provide or procure the provision of the Development Contribution as set out and provided for in Column 2 of the Development Contribution Table below no later than the date or event described in Column 3 of the Development Contribution Table.

Column 1	Column 2	Column 3	Column 4
Item	Development Contribution	Timing	Public purpose
1	Environmental Contribution The Landowner must make the Environmental Contribution in accordance with the requirements of clause 2 of this Schedule 3	Within 30 Business Days of the Gazettal and prior to any Construction Certificate being issued for the Development, subject to indexation in accordance with clause 2 of this Schedule 3	To be applied by the Minister towards (but not limited to) costs associated with the reservation of the Offsite Environmental Land under the NPW Act
2	Onsite Environmental Land Contribution The Landowner must provide the Onsite Environmental Land to the Minister or her nominee	In accordance with the requirements of clause 3 of this Schedule 3	To achieve appropriate conservation outcomes for the Development
3	Offsite Environmental Land Contribution The Landowner must transfer the Offsite Environmental Land to the Minister or her nominee	In accordance with the requirements of clause 4 of this Schedule 3	To achieve appropriate conservation outcomes for the Development

2. Environmental Contribution

- (a) The Environmental Contribution is made for the purposes of this Agreement when cleared funds are deposited by means of electronic funds transferred by the Landowner into a bank account nominated by the Minister under this clause.
- (b) The amount of the Environmental Contribution (**Contribution Amount**) must be indexed in accordance with the formula set out below:

$$ICR = BC \times \frac{CP2}{CP1}$$

where:

ICR is the indexed Contribution Amount.

BC is the base contribution rate as at the date of execution of this Agreement.

CP2 is the most recent quarterly value of the Consumer Price Index – Sydney -All Groups as at the date the Environmental Contribution is to be paid under this Agreement.

CP1 is the quarterly value of the Consumer Price Index - Sydney – All Groups as at the date of execution of this Agreement.

3. Onsite Environmental Land Contribution

3.1 Minister to notify Landowner

- (a) The Minister must, within 18 months of the Gazettal, give the Landowner a notice in writing (**Minister's Notice**) stating she elects for the Onsite Environmental Land Contribution to be made by way of:
 - (i) the Original Onsite Environmental Land Contribution; or
 - (ii) an Alternate Onsite Environmental Land Contribution.
- (b) If the Minister's Notice states that the Minister requires the Onsite Environmental Land Contribution to be made by way of the Original Onsite Environmental Land Contribution, the Minister's Notice must also:
 - (i) state whether the Onsite Environmental Land is required to be held in one or more lots;
 - (ii) if the Onsite Environmental Land is required to be held in one lot, whether the lot is:
 - A. is to be reserved under the NPW Act; or
 - B. is suitable for management by the Office of Environment and Heritage;
 - (iii) if the Onsite Environmental Land is required to be held in more than one lot:
 - A. the number of those lots;
 - B. how the Onsite Environmental Land must be apportioned between those lots; and
 - C. for each lot whether the relevant lot is:
 - 1) is to be reserved under the NPW Act; or
 - 2) is suitable for management by the Office of Environment and Heritage;
 - (iv) nominate a transferee for each lot being:
 - A. "Minister administering the National Parks and Wildlife Act 1974" – in circumstances where the lot is to be reserved under the NPW Act; or

- B. “Minister for the Environment” – in circumstances where the lot is suitable for management by the Office of Environment and Heritage.
- (c) If the Minister's Notice states that the Minister requires the Onsite Environmental Land Contribution to be made by way of an Alternate Onsite Environmental Land Contribution, the Minister's Notice must also state which of the Alternate Onsite Environmental Land Contribution is required by the Minister.
- (d) If the Minister's Notice states the Alternate Onsite Environmental Land Contribution required by the Minister is:
 - (i) a Conservation Agreement, the requirements of clause 3.4 of this Schedule 3 will apply;
 - (ii) a Biobanking Agreement, the parties must negotiate the terms of that agreement promptly and in good faith;
 - (iii) a Property Vegetation Plan, the Landowner must negotiate the terms of that plan promptly and in good faith;
 - (iv) another contribution determined by the Minister to be appropriate:
 - A. the Minister's Notice must also state the manner in which the contribution will be made; and
 - B. the parties must negotiate the terms of an agreement to record that contribution promptly and in good faith; and
 - C. the Landowner must provide the contribution promptly and in accordance with the requirements of the Minister.
- (e) The Landowner must pay the Minister, promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister in connection with the provision of the Onsite Environmental Land Contribution, including, but not limited to, the costs associated with:
 - (i) the reservation of the Onsite Environmental Land under the NPW Act;
 - (ii) the negotiation and preparation of a Conservation Agreement;
 - (iii) the negotiation and preparation of a Biobanking Agreement;
 - (iv) the preparation of a Property Vegetation Plan; and
 - (v) the negotiation of any agreement to record another contribution determined by the Minister to be appropriate.
- (f) Elliot or Field (as the case may be) must not, from the date that this Agreement is signed by all the Parties, undertake any action or activity that will have a detrimental effect on the conservation or Aboriginal heritage values of the Onsite Environmental Land except where Elliot or Field is:
 - (i) directed to undertake such action or activity by another government agency or instrumentality (such as the Rural Fire Service),
 - (ii) maintaining existing access and existing tracks, or

- (iii) otherwise required by law to undertake such an action or activity.

3.2 Transfer of land to the Minister

- (a) This clause does not apply to any lot to which the Minister's Notice is given in accordance with clause 3.1(c).
- (b) In order to give effect to the transfer of the Onsite Environmental Land to the Minister (or her nominee) in accordance with clause 1 of Schedule 3, there must be a subdivision of the relevant Land to create the parcel or parcels of land that will comprise the Onsite Environmental Land.
- (c) Elliot and Field must lodge one or more Development Applications for the Onsite Environmental Land Subdivision no later than 2 months following the giving of the Minister's Notice.
- (d) Within 1 month of obtaining any relevant Subdivision Certificate for the Onsite Environmental Land, Elliot and Field must lodge the relevant Subdivision Plan for registration under s 195G of the *Conveyancing Act* 1919 at the LPI.
- (e) On the date of notification that the relevant Subdivision Plan has been registered, Elliot and Field must within 15 Business Days serve a Transfer or Transfers on the Minister or her nominee (noting the relevant transferee in accordance with the Minister's Notice) each for the consideration of \$1, with the relevant certificates of title and in circumstances where:
 - (i) the Onsite Environmental Land is free from any encumbrances other than the Service Easements; or
 - (ii) relevant discharges in registrable form are also served on the Environment Minister or her nominee at the same time in relation to any encumbrances other than the Service Easements.
- (f) Elliot or Field (as the case may be) must immediately comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Onsite Environmental Land.
- (g) Elliot or Field (as the case may be) will pay all rates and taxes owing in respect of the Onsite Environmental Land up to and including the date of Transfer of the Onsite Environmental Land after which the Minister or her nominee will be liable.
- (h) Elliot or Field (as the case may be) must, from the date that this Agreement is signed by all the Parties not undertake any action or activity that will have a detrimental effect on the conservation or Aboriginal heritage values of the Onsite Environmental Land except where Elliot or Field is:
 - (i) directed to undertake such action or activity by another government agency or instrumentality (such as the Rural Fire Service),
 - (ii) maintaining existing access and existing tracks, or
 - (iii) otherwise required by law to undertake such an action or activity.

3.3 Compulsory acquisition

- (a) If

- (i) Elliot or Field (as the case may be) do not transfer any part of the Onsite Environmental Land that it owns to the Minister within 6 months of the date of the Minister's Notice given in accordance with clause 3.1(a)(i) and as required by this Agreement, or
- (ii) the Minister's Notice states the Alternate Onsite Environmental Land Contribution required by the Minister and Elliott or Field do not provide the required Alternate Onsite Environmental Land Contribution within 3 months of the date on which the Minister's Notice is given; and
- (iii) the Minister gives a further notice to Elliott and Field stating that she requires the Onsite Environmental Land to be compulsorily acquired,

Elliot or Field (as the case may be) consent to the Minister (or her nominee) compulsorily acquiring that part of the Onsite Environmental Land, in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), for the amount of \$1.00.

- (b) Elliot or Field (as the case may be) and the Minister agree that:
 - (i) this clause 2.3 is an agreement between them for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) in this clause 2.3 they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) The Landowners indemnify and agree to keep indemnified the Minister (or her nominee) against all claims made against the Minister (or her nominee) that result in the Minister being required to pay compensation under Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* to any person, other than Elliot or Field as a result of the acquisition by the Minister (or her nominee) of the whole or any part of the Onsite Environmental Land under this clause 2.3.
- (d) The Landowners must pay the Minister (or her nominee), promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister (or her nominee) acquiring the whole or any part of the Onsite Environmental Land as contemplated by this clause 2.3.

3.4 Conservation Agreement and transfer of land to Hunter Land or nominee

- (a) The provisions of this clause apply if the Minister's Notice states that the Onsite Environmental Land is to be managed under a Conservation Agreement.
- (b) If the Minister's Notice states that the Onsite Environmental Land is to be managed under a Conservation Agreement, Elliott and Field must transfer the Onsite Environmental Land to "Hunter Land Holdings Pty Limited" in accordance with the requirements of this clause 3.4. Hunter Land as the transferee may nominate a different entity to be the transferee.
- (c) Hunter Land must notify Elliot and Field in writing of the new transferee (**Nomination Notice**) within 10 Business Days of receiving the Minister's Notice.

- (d) In order to give effect to the transfer of the Onsite Environmental Land to Hunter Land (or its nominee) in accordance with this clause 3.4, there must be a subdivision of the relevant Land to create the parcel or parcels of land that will comprise the Onsite Environmental Land.
- (e) Elliot and Field must lodge one or more Development Applications for the Onsite Environmental Land Subdivision no later than 2 months following the receipt of the Nomination Notice.
- (f) Within 1 month of obtaining any relevant Subdivision Certificate for the Onsite Environmental Land, Elliot and Field must lodge the relevant Subdivision Plan for registration under s 195G of the *Conveyancing Act* 1919 at the LPI.
- (g) On the date of notification that the relevant Subdivision Plan has been registered, Elliot and Field must within 15 Business Days serve a Transfer or Transfers on Hunter Land or its nominee, each for the consideration of \$1, with the relevant certificates of title and in circumstances where:
 - (i) the Onsite Environmental Land is free from any encumbrances other than the Service Easements; or
 - (ii) relevant discharges in registrable form are also served on Hunter Land or its nominee at the same time in relation to any encumbrances other than the Service Easements.
- (h) Elliot or Field (as the case may be) must immediately comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Onsite Environmental Land.
- (i) Elliot or Field (as the case may be) will pay all rates and taxes owing in respect of the Onsite Environmental Land up to and including the date of Transfer of the Onsite Environmental Land after which Hunter Land or its nominee will be liable.
- (j) The Parties agree to equally share the cost of ant stamp duty payable in respect of the transfer of the Onsite Environmental Land to Hunter Land or its nominee.
- (k) Elliot or Field (as the case may be) must, from the date that this Agreement is signed by all the Parties not undertake any action or activity, prior to the Transfer or Transfers being registered that will have a detrimental effect on the conservation or Aboriginal heritage values of the Onsite Environmental Land except where Elliot or Field is:
 - (i) directed to undertake such action or activity by another government agency or instrumentality (such as the Rural Fire Service),
 - (ii) maintaining existing access and existing tracks, or
 - (iii) otherwise required by law to undertake such an action or activity.
- (l) Once Elliot and Field have served all the relevant Transfers on Hunter Land or its nominee, Hunter Land or its nominee must enter into a Conservation Agreement within 12 months of the date that the last Transfer is received.
- (m) The Conservation Agreement must:

- (i) be on terms as agreed with the Minister,
 - (ii) be registered on the relevant title under the NPW Act, and
 - (iii) contain a provision under which the Minister consents to the mortgage of the land notwithstanding the registration of the Conservation Agreement.
- (n) The Parties must do all things necessary to give effect to this clause.

4. Offsite Environmental Land Contribution

4.1 Transfer of land to the Minister

- (a) HL Eco must within 30 Business Days of Gazettal serve a Transfer on the Minister or her/his nominee (**Transferee**) with the relevant certificates of title and in circumstances where:
 - (i) the Offsite Environmental Offset Land is free from any encumbrances other than the Service Easements; or
 - (ii) relevant discharges in registrable form are also served on the Transferee at the same time in relation to any encumbrances other than the Service Easements.
- (b) HL Eco must immediately comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Offsite Environmental Offset Land.
- (c) The Minister agrees to consider, as soon as practicable after the registration of the Transfer, how conservation of the Offsite Environmental Land is most appropriately achieved, whether by reservation as national park, as reserve of another category under NPW Act, or by a combination of these or otherwise.
- (d) HL Eco will pay all rates and taxes owing in respect of the Offsite Environmental Land up to and including the date of Transfer of the Offsite Environmental Land after which the Transferee will be liable.
- (e) HL Eco must, from the date that this Agreement is signed by all the Parties not undertake any action or activity, prior to the Transfer being registered that will have a detrimental effect on the conservation or Aboriginal heritage values of the Offsite Environmental Land except where HL Eco is:
 - (i) directed to undertake such action or activity by another government agency or instrumentality (such as the Rural Fire Service),
 - (ii) maintaining existing access and existing tracks, or
 - (iii) otherwise required by law to undertake such an action or activity.

4.2 Compulsory acquisition

- (a) If HL Eco does not transfer the Offsite Environmental Land that it owns to the Transferee as required by clause 4.1(a) of this Schedule 3, HL Eco consents to the Transferee compulsorily acquiring the Offsite Environmental Land, in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), for the amount of \$1.00.

- (b) HL Eco and the Minister agree that:
- (i) this clause 4.2 is an agreement between them for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) in this clause 4.2 they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) HL Eco indemnifies and agrees to keep indemnified the Transferee against all claims made against the Transferee that result in the Transferee being required to pay compensation under Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* to any person, other than HL Eco as a result of the acquisition by the Transferee of the Offsite Environmental Land under this clause 4.2.
- (d) HL Eco must pay the Minister, promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister acquiring the Offsite Environmental Land as contemplated by this clause 4.2.

Executed as a deed

Signed by the
Minister for the Environment for the State of
New South Wales

Signature of Witness

Minister for the Environment

Name of Witness in full

Signed for and on behalf of Cessnock City)
Council by , who hereby declares that)
he/she has been duly authorised to do so,)
in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Print Name

.....
Print Name

Signed by **Hunter Land Holdings Pty**)
Limited ACN 110 974 439 in accordance)
with section 127 of the Corporations Act:)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

Signed by AVP Investor Pty Limited ACN)
128 410 873 in accordance with)
section 127 of the Corporations Act:)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

Signed by Lindsay James George Elliott)
in the presence of:)
)

.....
Signature of Witness

.....
Signature

.....
Name of Witness

.....
Lindsay James George Elliott

Signed by Graham John Field in the)
presence of:)
)

.....
Signature of Witness

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Signature

.....
Name of Witness

.....
Graham John Field

Signed by Pamela Joy Field in the)
presence of:)
)

.....
Signature of Witness

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Signature

.....
Name of Witness

.....
Pamela Joy Field

Signed by HL Eco Trades Pty Ltd)
ACN 131 137 258 in accordance with)
section 127 of the Corporations Act:)

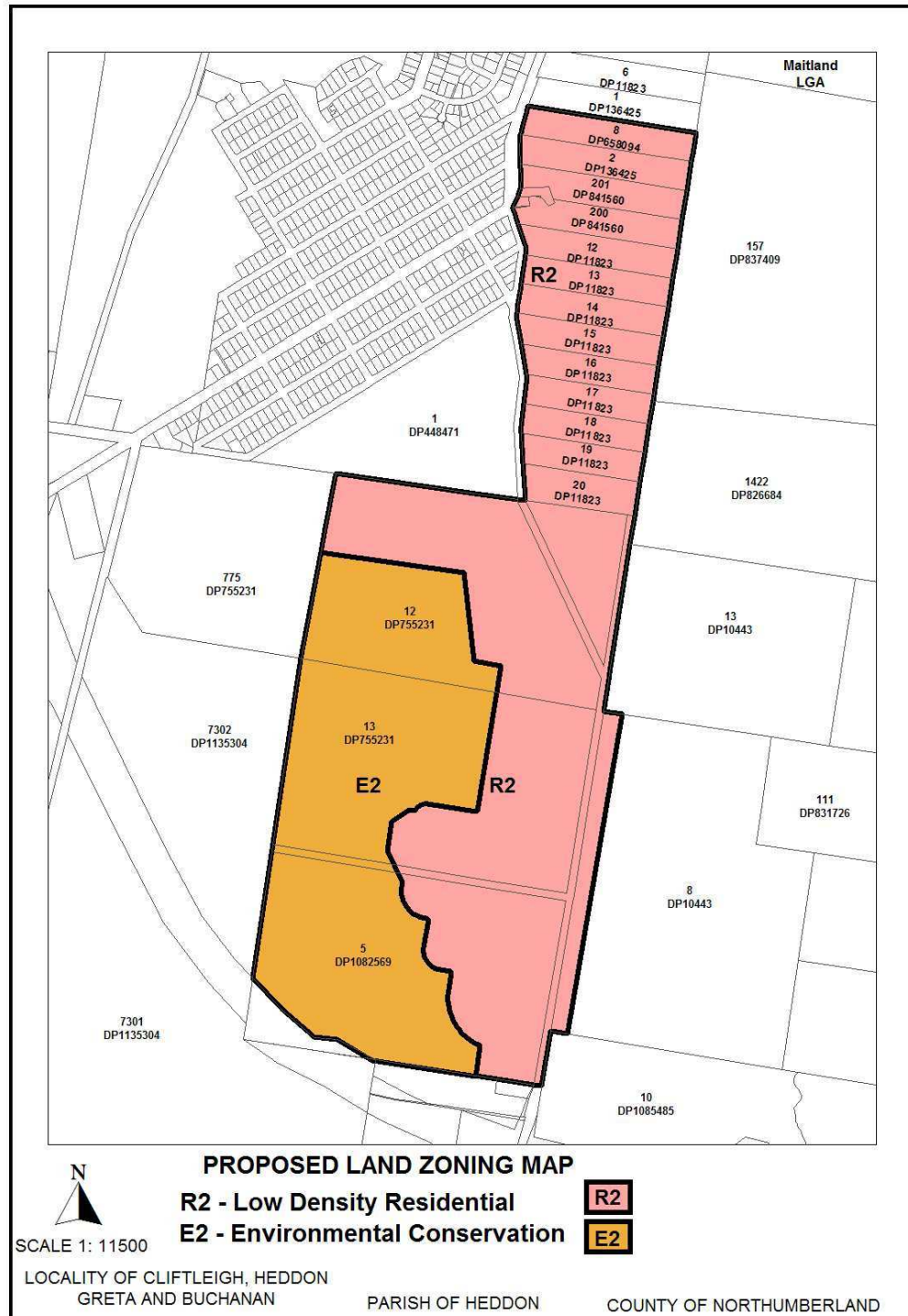
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Signature of Director

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Signature of Director/Secretary

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Name of Director

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Name of Director/Secretary

Annexure A – Onsite Environmental Offset Land



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