

MEMORANDUM OF UNDERSTANDING

between

MINISTER FOR PRIMARY INDUSTRIES

and

MINISTER FOR PLANNING

In relation to

**REGIONAL INFRASTRUCTURE CONTRIBUTION
FOR THE PROPOSED SUBDIVISION OF LAND
KNOWN AS THE GOSFORD HORTICULTURAL
RESEARCH STATION**

I, Christopher C. Weale of 161 Kite St Orange
confirm receipt of the original memorandum
of understanding, of which this is a true and
correct copy
Signed: C. Weale Dated: 18th Sept 2008

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made the 18th
day of August 2008

BETWEEN:

THE MINISTER FOR PRIMARY INDUSTRIES

AND

THE MINISTER FOR PLANNING

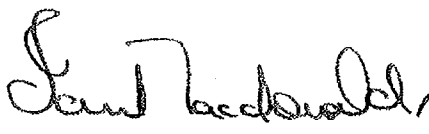
- A. The Minister for Primary Industries is the Minister responsible for the property known as Lot 1 in DP1087535 ("Property"), which is generally known as the Gosford Horticultural Research Station.
- B. The Property is in the process of being rezoned to enable it to be subdivided into 121 residential allotments and 5 rural residential allotments.
- C. There is a requirement that subdivisions resulting in new residential allotments will be subject to the payment of regional infrastructure contributions.
- D. It has been determined that the infrastructure contribution for the Property will be \$567,000 for regional roadworks to be carried out by the Roads and Traffic Authority of New South Wales.
- E. The Minister for Primary Industries intends to sell the Property once the relevant Local Environmental Plan is advertised in the NSW Government Gazette.


EFFECT OF MEMORANDUM

- 1. The Minister for Primary Industries will pay the Minister for Planning the sum of \$567,000 seven (7) days before the date set for settlement of the sale of the Property.
- 2. The New South Wales Minister for Planning will hold the sum to be paid in accordance with clause 1 for and on behalf of the Roads and Traffic Authority of New South Wales to be applied towards the construction of regional roadworks.
- 3. This Memorandum of Understanding does not constitute or create, and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of either party.

4. This Memorandum of Understanding is subject to any obligations of confidentiality, privacy or any other law, regulations or policies that may apply to either party.
5. This Memorandum of Understanding is non-exclusive of any other association relationship or agreement which any of the parties may at any time wish to enter.

SIGNED by **THE MINISTER FOR
PRIMARY INDUSTRIES**)
in the presence of)



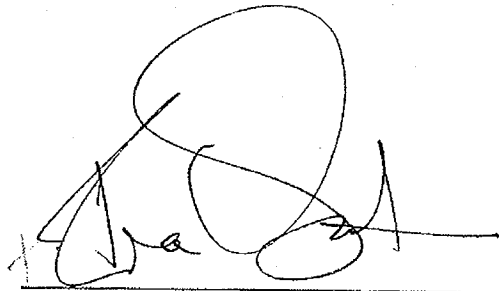



(Signature of Witness)

SELINA ANNE RAINIER

(Name of Witness)

SIGNED by **THE MINISTER FOR
PLANNING**)
in the presence of:)





(Signature of Witness)

ELIZABETH CARROLL

(Name of Witness)