

Planning Agreement

Minister for Planning (**Minister**)

Greenfields Development Company No.2 Pty Ltd (**GDC2**)

Leppington Pastoral Co Pty Ltd (**LPC**)

Precinct Acceleration Protocol Release for Precinct Planning

Part Maryland Precinct

The Northern Road, Oran Park (Pondicherry)


Markheit
Wayne Park

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This Deed is dated

4 APRIL 2018

2017

Parties:

Minister for Planning (ABN 38 755 709 681) of Level 15, 52 Martin Place, Sydney, New South Wales 2000

("Minister")

Leppington Pastoral Co Pty Limited (ACN 000 420 404) of 1675 The Northern Road, Bringelly NSW 2556 ("LPC")

and

Greenfields Development Company No. 2 Pty Ltd (ACN 133 939 965) of 1675 The Northern Road, Bringelly NSW 2556 ("GDC2")

(together, the "**Developer**")

Background

- A. LPC owns the Land. LPC has granted GDC2 the right to develop the Land.
- B. The Land is located in the Western Sydney Growth Areas Special Contributions Area.
- C. The Developer has sought an amendment to the SEPP in order to have the Precinct rezoned to enable Urban Development.
- D. Before the SEPP is amended, the Precinct is intended to be released for urban development and planning purposes under clause 276 of the EP&A Regulation, by declaration of the Minister published in the gazette.
- E. The Developer has offered to enter into this planning agreement with the Minister in order to, among other things, facilitate the accelerated release of the Precinct.
- F. The Developer will, in the future, become liable to pay a Special Infrastructure Contribution in connection with development located in the Western Sydney Growth Areas Special Contributions Area. The Developer proposes that certain of the Precinct Planning Contributions made pursuant to this planning agreement would partially offset the Developer's obligation to pay the Special Infrastructure Contribution in the Western Sydney Growth Areas Special Contributions Area.
- G. The Developer intends to offer to enter into separate planning agreements with the Minister over the Land to provide other contributions, including contributions for the provision of regional infrastructure and essential Services Infrastructure required to meet the needs created by the future Development of the Land.

1. Interpretation

1.1 Definitions

The following words have these meanings in this Deed unless the contrary intention appears:

"Approved Costs" means those Precinct Planning Contributions and Planning for the Provision of Services Infrastructure Costs determined by the Minister to be 'Approved Costs' in accordance with clause 6, up to the amount of the Offset Cap.

"Authority" means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes a Services utility.

"Bank Guarantee" means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this Deed) on demand.

"Base CPI" means the CPI number for the quarter ending 31 March 2017.

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

"Contributions" means the Developer's obligations in clause 3.1, which include:

- (a) provision of the Precinct Planning Contributions;
- (b) payment of the Precinct Acceleration Costs;
- (c) provision of, and payment for, the Planning for the Provision of Services Infrastructure.

"Cost" includes a cost, charge, fee or expense.

"Council" means Camden Council.

"CPI" means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician for a given quarter, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this Deed.

"CPI Adjustment Date" means 1 July 2018 and each anniversary of 1 July 2018 thereafter.

"Current CPI" means the CPI number for the quarter ending immediately before 31 March in the relevant adjustment year.

"Deed" means this planning agreement including all schedules and annexures.

"Department" means, and includes where relevant, the NSW Department of Planning and Environment, the Secretary of the Department of Planning and Environment, the corporation sole, the Minister and any successor of them.

"Developer" means LPC and GDC2 jointly and severally.

"Development" means the Urban Development of the Land.

"Development Consent" means:

- (a) development consent as that term is defined in the EP&A Act; and

(b) a modification within the meaning of section 96 of the EP&A Act.

"Draft SEPP" means the draft instrument proposed to amend the SEPP for Development of the Precinct, as varied by the Minister.

"Endeavour Energy" means the corporation of that name established by section 7 of the *Energy Services Corporations Act 1995* (NSW)

"EP&A Act" means the *Environmental Planning and Assessment Act 1979* (NSW).

"EP&A Regulation" means the *Environmental Planning and Assessment Regulation 2000* (NSW).

"Explanatory Note" means the explanatory note relating to this Planning Agreement, as required by clause 25E of the EP&A Regulation.

"Growth Centres" has the same meaning given to that term in the SEPP.

"GST" has the meaning it has in the GST Act.

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

"Intellectual Property" means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and all other rights of intellectual property as recognised by New South Wales and Australian law.

"Interest Rate" in relation to interest payable on any payment due under this Deed means the rate which is the Bank Bill Rate plus a margin of 2% per annum.

"Land" means the land described in Schedule 2.

"Law" means:

- (a) the common law including principles of equity; and
- (b) the requirements and principles of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

"Minister" means the Minister for Planning, or an officer or position holder within the Department nominated by the Minister or the Secretary of the Department.

"Other Development" means development or potential future development on land in the vicinity of the Precinct, or within the Precinct where that land is not owned by the Developer.

"Parties" means the parties to this Deed.

"PCG" means the project control group referred to in clause 7.2.

"Planning for the Provision of Services Infrastructure" means the preparation and delivery of:

- (a) the Services Infrastructure Strategy; and
- (b) the Services Infrastructure Implementation Plan,

in accordance with clause 3.3 and Schedule 4.

"Planning for the Provision of Services Infrastructure Costs" means the Costs of the Department and the Council and the Costs of planning studies, in connection with the Planning for the Provision of Services Infrastructure.

"PWG" means the project working group referred to in clause 7.2.

"Precinct" means the Part Maryland Precinct which is identified on the plan comprising Annexure A as "The Pondicherry Precinct".

"Precinct Acceleration" means the acceleration of the release of the Precinct for Urban Development and planning purposes.

"Precinct Acceleration Costs" means any:

- (a) borrowing, financing or funding Costs;
- (b) Costs generally described at Table 1 of Schedule 3;
- (c) Costs relating to this Deed, including its preparation, execution and administration;
- (d) Costs relating to or as a consequence of Precinct Acceleration;
- (e) other Costs which are not Precinct Planning Costs or Planning for the Provision of Servicing Infrastructure Costs.

"Precinct Acceleration Protocol" means the document entitled *NorthWest and South West Growth Centres Precinct Acceleration Protocol* prepared by the Department.

"Precinct Budget" means the budget set by the PWG in connection with Precinct Planning and Planning for the Provision of Services Infrastructure, under clause 7.2.

"Precinct Planning Contributions" has the meaning given to that term in clause 3.2.

"Precinct Planning Costs" means the Costs of the Department and the Council related to the Precinct Planning Process, including the Costs generally described at Table 2 of Schedule 3 and the Costs referred to in clause 7.5.

"Precinct Planning Process" means the activities ordinarily associated with the preparation, adoption and exhibition of the Draft SEPP, including:

- (a) design development with a master planner, interpretation of the opportunities and constraints described in the specialist technical studies, preparation of statutory controls such as zoning maps, land use tables, and preparation of the development control plan;
- (b) interaction with Council and assistance with the preparation of Council's Section 94 plans;
- (c) consultation with State agencies to ensure legislative and technical requirements are complied with;
- (d) community consultation and responding to issues that arise from this process;
- (e) exhibition of the Draft SEPP,

but not including Precinct Acceleration.

"Precinct Master Planner" means the person appointed under clause 7.2(a)(3).

"Precinct Project Manager" means the person engaged under clause 7.2(a)(2).

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

"Register" means the Torrens title register maintained under the Real Property Act.

"Relevant Authority" means any, or all, of the Minister, Sydney Water, Endeavour Energy and another Authority, as the context requires.

"Offset Cap" means \$2.5 million as indexed from the date this Deed commences in accordance with clause 6.5.

"SEPP" means the *State Environmental Planning Policy (Sydney Region Growth Centre) 2006*.

"Services" means the water, sewerage and electricity required to adequately serve the Precinct (once developed) and Other Development as determined by the Minister.

"Services Infrastructure" means infrastructure for or in connection with the provision of the Services.

"Services Infrastructure Strategy" means the services infrastructure strategy (as updated from time to time) relating to the Precinct, prepared by the Developer in consultation with the Relevant Authorities in accordance with clause 3.3 and Schedule 4, and approved by the Minister.

"Services Infrastructure Implementation Plan" means the services infrastructure implementation plan relating to the Precinct, prepared by the Developer in consultation with the Relevant Authorities in accordance with clause 3.3 and Schedule 4, and approved by the Minister.

"SIC Determination" means the document entitled *Environmental Planning and Assessment (Special Infrastructure Contribution Western Sydney Growth Areas) Determination 2011*, as amended, repealed, supplemented, replaced or substituted from time to time.

"SIC Offset Certificate" means the certificate issued pursuant to clause 6.2.

"South West Growth Centre" has the same meaning given to that term in the SEPP.

"Special Contributions Area" means the same meaning given to that term in section 93C of the EP&A Act.

"Special Infrastructure Contribution" means a contribution towards the provision of infrastructure determined in accordance with the SIC Determination as indexed from time to time in accordance with the SIC Determination.

"Sydney Water" means Sydney Water Corporation ABN 49 776 225 038.

"Taxes" means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) excluding GST together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, net income of a person.

"Urban Development" includes:

- (a) development for residential purposes;
- (b) community facilities and services, including schools;
- (c) retail centres;
- (d) parks and open space;
- (e) infrastructure; and
- (f) development for commercial purposes.

"Year" means each period of 12 months commencing on 1 July and ending of 30 June.

1.2 General

In this Deed:

- (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 and persons who are bound by this Deed under section 93H(3) of the Act;
- (d) an **obligation** or **warranty** on the part of two or more persons binds them jointly and severally and an obligation or warranty in favour of two or more persons benefits them jointly and severally.
- (e) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) 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;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) 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 Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;
- (i) 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;
- (j) **"includes"** in any form is not a word of limitation;
- (k) a reference to "\$" or **"dollar"** is to Australian currency;
- (l) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Deed; and
- (m) any capitalised term used, but not defined in this Deed, will have the meaning ascribed to it under, and by virtue of, the EP&A Act.

2. Planning Agreement

2.1 Commencement

This Deed will commence on and from the date that it is signed by the Parties.

2.2 Planning agreements under the EP&A Act

This Deed constitutes a planning agreement within the meaning of section 93F of the EP&A Act.

2.3 Application of the Planning Agreement

This Deed applies to:

- (a) the Land; and
- (b) the proposed change to the SEPP so as to enable the Development.

2.4 Application of sections 94, 94A and 94EF of the EP&A Act

The application of sections 94, 94A and 94EF of the EP&A Act to the Development are excluded to the extent stated in Schedule 1.

3. The Contributions

3.1 Provision of the Contributions

The Developer agrees:

- (a) to provide the Precinct Planning Contributions;
- (b) to pay any Precinct Acceleration Costs; and
- (c) to provide the Planning for the Provision of Services Infrastructure and pay the Planning for the Provision of Services Infrastructure Costs.

3.2 Precinct Planning Contributions

The Developer agrees that the Precinct Planning Contributions are the following:

- (a) payment of the Costs of planning studies commissioned by or on behalf of the Minister or the PCG under this Deed; and
- (b) payment of the Precinct Planning Costs.

3.3 Planning for the Provision of Services Infrastructure

- (a) The Developer must ensure that the Planning for the Provision of Services Infrastructure:
 - (1) supports the orderly development of the Precinct;
 - (2) will provide, at no Cost to the NSW Government, the Services Infrastructure necessary for the orderly and efficient delivery of Services to the whole Precinct (once developed), and having adequate capacity to serve Other Development as reasonably determined by the Minister;
 - (3) complies with any relevant policy documents published by the Minister or a Relevant Authority;
 - (4) satisfies any directions or requirements of the Minister and the Relevant Authorities, which directions or requirements may be given from time to time.

- (b) The Developer must obtain the Minister's written approval of the Services Infrastructure Strategy and the Servicing Infrastructure Implementation Plan prior to the public exhibition of the Draft SEPP.

4. Invoicing by Department to Developer

- (a) The Department will invoice the Developer for all amounts which the Developer is required to pay to, or reimburse to, the Department under this Deed.
- (b) The Department may issue a consolidated invoice monthly or at such other intervals as is determined by the Department.
- (c) The Developer must pay to the Department all amounts invoiced in the manner specified in the invoice, within 28 days of the date of the invoice.

5. Overdue payments

5.1 Interest on overdue money

The Developer agrees to pay interest to the Minister on any amount payable by it under this Deed from 28 days after it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the Minister, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate.

5.2 Compounding

Interest which is not paid when due for payment may be capitalised by the Minister on the first day of each calendar month. Interest is payable on capitalised interest at the rate and in the manner referred to in this clause 5.

5.3 Interest on liability merged in judgment or order

If a liability under this Deed becomes merged in a judgment or order, then the Developer agrees to pay interest to the Minister on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate referred to in this clause 5.

The Developer's obligation to pay the outstanding amount on the date it becomes due for payment is not affected by any other provision of this Deed.

6. Special Infrastructure Contribution Offsets

6.1 Approved Costs to offset future SIC Obligations

- (a) The Minister may, in accordance with this clause 6.1, determine to approve some of the Precinct Planning Contributions and Planning for the Provision of Services Infrastructure Costs, up to the amount of the Offset Cap (**Approved Costs**) as being capable of providing the Developer with an entitlement to a SIC Offset Certificate under clause 6.3, provided that:
 - (1) the Approved Costs include only those Costs which were reasonable in quantum and necessary for the Precinct Planning Process;
 - (2) the Approved Costs do not include any Costs incurred before the date of the execution of this Deed which were not pre-agreed with the Department in writing;

- (3) the Approved Costs do not include any Costs incurred after the date of publication of the SEPP (as amended consistent with the Draft SEPP);
 - (4) the Approved Costs do not include Costs of planning studies unless those studies were commissioned in accordance with clause 7.4;
 - (5) the Approved Costs do not include any Precinct Acceleration Costs; and
 - (6) the Costs to be included as Approved Costs have been reduced by the amount of any input tax credit which the Developer is entitled to claim.
- (b) The Developer must submit to the Minister:
 - (1) a tabulated and indexed folder of tax invoices for, and documentary evidence of the payment or reimbursement by the Developer of, each of the items which the Developer claims as Approved Costs;
 - (2) an itemised breakdown, together with an explanation as to how those items meet each of the requirements in clause 6.1(a) above;
 - (3) such other information that is relevant or which is requested by the Minister to enable the Minister to determine the Approved Costs.
- (c) If and when the SEPP (as amended consistent with the Draft SEPP) is published, the Minister will use his best endeavours to determine the Approved Costs, within 60 days of receiving the information at clause 6.1(b) above.
- (d) The Minister may commission an accountant or another suitably qualified expert, at the Developer's expense, to review the materials submitted by the Developer and to assist with the Minister's determination of the Approved Costs.
- (e) Once the Approved Costs are determined by the Minister, the Minister will advise the Developer in writing of the amount of the Approved Costs.
- (f) The Developer may, within 30 days of receipt of the Minister's notice referred to in clause 6.1(e), request that the Minister review his determination of the Approved Costs, and the Minister will do so and provide his final determination within 30 days of the date of the request for a review, and in this regard the Minister's determination will be final and binding upon the Parties.

6.2 SIC Offset Certificate - Approved Costs

- (a) Upon the later of the determination by the Minister of the Approved Costs pursuant to clause 6.1 and publication of the SEPP (as amended by the Draft SEPP), the Developer may provide a written request to the Minister to issue a SIC Offset Certificate in the amount of the Approved Costs, accompanied by such other information as is reasonably requested by the Minister (promptly after any such request) in order for the Minister to assess the Developer's request.
- (b) If the Minister has received a request from the Developer pursuant to clause 6.2(a) (and the Minister is satisfied with the content of the information provided with that request), then within 60 days of the Minister receiving all the information, the Minister will:
 - (1) notify the Developer in writing that its request has been approved; and
 - (2) issue a SIC Offset Certificate to the Developer specifying the relevant amount of Approved Costs.

- (c) Despite anything else in this Deed, the Developer may not make a request under this clause 6.2, and the Minister may not issue a SIC Offset Certificate, unless the Developer has obtained the Minister's approval of the Services Infrastructure Strategy and the Servicing Infrastructure Implementation Plan, and otherwise provided the Planning for the Provision of Services Infrastructure in accordance with clause 3.3 and Schedule 4.

6.3 Offsetting Special Infrastructure Contributions

- (a) If the Developer:

- (1) has a SIC Offset Certificate; and
- (2) becomes liable to make Special Infrastructure Contributions in respect of the Development of land within the Western Sydney Growth Areas Special Contributions Area,

the Developer may provide a written request to the Minister to apply the amounts specified in the SIC Offset Certificate towards the partial or full (as nominated by the Developer) satisfaction of the Developer's obligations to make those Special Infrastructure Contributions (**SIC Obligations**).

- (b) At the same time as issuing any request under clause 6.3(a), the Developer must surrender the SIC Offset Certificate to the Minister.

- (c) If the Minister is satisfied with the request, then:

- (1) within 60 days of the Minister receiving that request, the Minister will notify the Developer in writing that its request has been approved; and
- (2) the Secretary may issue written certification that the Developer has made Special Infrastructure Contributions to the extent of the amounts specified by the Secretary; and
- (3) where the amounts specified in the SIC Offset Certificate which the Developer has surrendered under clause 6.3(b) exceed the amounts certified by the Secretary under clause 6.3(c)(2), the Minister will issue a new SIC Offset Certificate which specifies the excess amount.

6.4 Indexation of SIC Offset Certificates

The Parties acknowledge and agree that the amounts specified in any SIC Offset Certificate will be indexed from the date of the SIC Offset Certificate until such time as the SIC Offset Certificate is surrendered, in a manner determined and confirmed from time to time in writing by the Minister to the Developer, on a basis consistent with the manner in which the Special Infrastructure Contributions are indexed in accordance with the SIC Determination.

6.5 Indexation of the Offset Cap

The Parties acknowledge and agree that the Offset Cap will, on each CPI Adjustment Date, be indexed by multiplying the base amount of the Offset Cap by an amount equal to the Current CPI divided by the Base CPI.

7. Precinct Planning Process and Additional Developer Obligations

7.1 Intellectual Property and use of information

- (a) The Developer agrees, at its own cost, to ensure that the Minister and any Authorities which may need to use studies brought into existence for the purposes of the Precinct Planning Process or Planning for the Provision of Services Infrastructure are irrevocably licensed to use the Intellectual Property in the studies.
- (b) The Developer agrees to ensure all licence fees and/or consent required under law are paid and/or obtained as a result of any reproduction, adoption or use of any documents brought into existence as a result of this Deed.
- (c) The Developer agrees to indemnify and keep indemnified the Minister from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against, made upon or incurred by the Minister in relation to the use by the Minister of any material brought into existence as part of the Precinct Planning Process by the Developer or any other person.

7.2 Governance of the Precinct Planning Process and Planning for the Provision of Services Infrastructure

- (a) The Parties agree that:
 - (1) the Department is ultimately in charge of the planning of the Precinct;
 - (2) a Precinct Project Manager may be appointed by the Department for the purposes of carrying out functions in connection with the Precinct Planning Process and Planning for the Provision of Services Infrastructure, including those functions described in this Deed;
 - (3) a Precinct Master Planner may be engaged by the Developer, with the prior approval of the Department, provided that the Precinct Master Planner:
 - (A) is independent from and unrelated to the Developer; and
 - (B) agrees to report to and follow any directions of the Precinct Project Manager.
 - (4) a project control group (**PCG**) comprising representatives from the Department (Chair) and Council will oversee precinct planning and related studies and the Planning for the Provision of Services Infrastructure, including the review of contractor briefs to ensure they are appropriate to deliver the Minister's planning objectives. The Developer will not be represented on the PCG. The administration of the PCG will be coordinated by the Department.
- (b) A project working group (**PWG**) comprising representatives of the Department and Council will oversee the day to day planning studies. The Developer will be invited to attend the PWG. The extent of the Developer's involvement will be guided by independent probity advice and will be limited to management issues of the Precinct Planning Process and Planning for the Provision of Services Infrastructure including timeframes and budgets. The PWG will be guided by a plan which addresses potential risks to the project, including probity risks.

- (c) The Department will nominate its representatives on the PWG. Any alteration by the Department to its representative on the PCG and PWG shall be notified to the Developer in writing.
- (d) The Developer will nominate its representatives to attend the PWG. Any alteration by the Developer to its representatives shall be notified to the PCG in writing. The Developer can only change its representatives to attend the PWG with the prior written approval of the PCG, which shall not be unreasonably withheld.
- (e) In addition to the roles and functions of the PCG and PWG under clauses 7.2(a) to (d), the Parties agree that:
 - (1) the PWG will monitor and discuss proposed and actual expenditure against the Precinct Budget to manage cost control;
 - (2) the Developer will facilitate the Minister having sole direct access to third parties engaged to provide planning studies;
 - (3) the Developer agrees to consult, cooperate and confer with others (subject to commercial-in-confidence constraints) where so directed by the Minister;
 - (4) the Minister can commission peer reviews and additional investigations as required and these will be paid in full by the Developer;
 - (5) the Developer agrees to obtain all necessary approvals, licences and permits, which may be required for the provision of services contemplated by this Deed;
 - (6) the Developer will not, without the prior written consent of the Minister, disclose any information in connection with the services contemplated by this Deed to any person not a Party to this Deed other than:
 - (A) as necessary to perform those services; or
 - (B) with respect to any matter already within public knowledge; or
 - (C) as may be required by law, andit is agreed this clause 7.2(e)(6) does not merge on completion.
 - (7) the Developer agrees that, to manage agreed costs, its representative on the PWG will provide on request, up to date details of proposed and actual expenditure against the Precinct Budget.
- (f) The Precinct Project Manager will on a monthly basis, with the expenditure information provided by the Developer, provide to the PWG members a report setting out the Precinct Budget, actual expenditure against the Budget and projected expenditure (by month and year) through to the conclusion of the planning processes contemplated by this Deed.
- (g) The Developer represents and warrants that no conflict of interest exists in the performance of the services contemplated by this Deed at the date the Developer signs this Deed. Immediately upon becoming aware of the existence, or possibility of a conflict of interest, the Developer must advise the Minister in writing.

7.3 Consultation

- (a) Monthly, and at other times on request of a representative of the Department, the Developer will provide information on the progress of planning studies and other

issues related to the Precinct to enable the Department to provide regular and ad hoc reports to the Minister. This information will be provided in the form and within timeframes requested by a representative from the Department.

- (b) The Department will prepare a draft consultation strategy for approval by the PCG that will outline the program of consultations to be undertaken to engage Councils/community and interest groups / agencies and other landowners in the Precinct. The strategy will be prepared in consultation with the Council.
- (c) The Developer and the Department will each nominate a single point of contact for all matters related to planning studies. It is expected that this person will be the primary source of input to the PCG and the PWG from each organisation.

7.4 Planning Studies to be at the discretion of the Minister and PCG

- (a) The Parties agree that the Minister and the PCG have the sole discretion to commission any planning studies as part of the Precinct Planning Process or the Planning for the Provision of Services Infrastructure.
- (b) Without limiting the generality of clause 7.4(a), the Developer may commission a planning study on behalf of the Minister and the PCG as part of the Precinct Planning Process or the Planning for the Provision of Services Infrastructure, provided that:
 - (1) the Developer has procured the Minister's written agreement to the commissioning of that planning study, its scope and its cost;
 - (2) the Minister retains full control over the planning study and its content; and
 - (3) the Minister may terminate the planning study or take over its finalisation.
- (c) Prior to commissioning a planning study, the Developer must provide the Minister with the proposed brief and scope of services for the study, and demonstrate that:
 - (1) the study is necessary and relevant to the Precinct Planning Process;
 - (2) the proposed brief and scope of services is appropriate;
 - (3) the planning study complies with any requirements of the Minister or the PCG; and
 - (4) the cost of the planning study is reasonable.
- (d) The Developer will make any amendments to the proposed brief and scope of services, as may be requested by the Minister or the PCG.
- (e) Copies of all draft or completed planning studies and supporting information must be provided to the Minister and the PCG.
- (f) All technical studies can be subject to a peer review by the Minister or PCG.

7.5 Financials

- (a) The Developer will pay the Department's Costs associated with planning studies and community consultation. These Costs will include reasonable contributions to the Council as determined by the Department.
- (b) The Developer will pay the Costs associated with any independent review or advice related to planning studies considered necessary by the PCG.

- (c) The Developer will pay all administrative and other related Costs associated with PCG and PWG meetings.

8. Developer to report annually

- (a) By 1 September each year or as otherwise agreed with the Minister, the Developer must deliver to the Minister a report for the period 1 July to 30 June of the preceding financial year which must provide a compliance schedule showing the details of all Contributions provided under this Deed as at the date of the report and identifying any non-compliance with this Deed and the reason for the non-compliance; and
- (b) Upon the Minister's request, the Developer must deliver to the Minister all documents and other information which, in the reasonable opinion of the Minister are necessary for the Minister to assess the Developer's compliance with this Deed.

9. Dispute resolution

- (a) A dispute is taken to have arisen under this Deed if one Party gives another Party a notice in writing specifying particulars of the dispute.
- (b) If a notice is given under paragraph (a) above, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- (c) If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of that Law Society, or the Presidents nominee, to select the mediator.
- (d) If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

10. Security and Assignment and other dealings

The Parties acknowledge that clauses 11, 16 and 17 constitute the security arrangements of this Deed.

11. Registration of this Deed

- (a) The Developer must, within 20 Business Days after execution of this Deed, procure the registration of this Deed in the relevant folios of the Register for all of the Land in accordance with section 93H of the EP&A Act and this clause 11.
- (b) The Developer must provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing which provide evidence that clause 11(a) above has been satisfied, within 10 Business Days after the date of registration.

12. Release and Discharge

- (a) Once the Minister is satisfied that the Developer has fully complied with all of its obligations under this Deed, at the Developer's request, the Minister agrees to:
 - (1) provide a full release and discharge of this Deed with respect to the whole of the Land;

- (2) if required, sign all documentation as is necessary to remove this Deed from the title of the Land; and
 - (3) if required, sign such documentation as is necessary to remove any caveat lodged by the Minister in relation to the Land.
- (b) The Developer must, promptly following written demand from the Minister, reimburse the Minister for any Costs the Minister incurs in connection with doing anything required or contemplated by this clause.

13. GST

13.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 13 have the meanings given to those terms by the GST Act.
- (b) In this clause 13, "**monetary consideration**" means any consideration expressed as an amount of money, "**non-monetary consideration**" means any consideration that is not monetary consideration, and "**non-taxable supply**" means a supply that is not a taxable supply.
- (c) 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 clause 13.
- (d) 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.

13.2 Reimbursements

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

13.3 Additional amount of GST payable

Subject to clause 13.5, if GST becomes payable on any supply made by a Party ("**Supplier**") under or in connection with this Deed:

- (a) any amount payable or consideration to be provided under any provision of this Deed (other than this clause 13), for that supply is exclusive of GST;
- (b) 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 the GST payable on that supply ("**GST Amount**"), and:
 - (1) 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 Minister, in any capacity, 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 (or the representative member of any GST group of which the Minister, in any capacity, is a member) has received the benefit of that input tax credit; and
 - (2) 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

- (c) 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 13.3(b).

13.4 Variation

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 13.3 and clause 13.5), varies from the additional amount paid by the Recipient under clause 13.3, 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 13.4(a) is deemed to be a payment, credit or refund of the GST Amount payable under clause 13.3.
- (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 Deed as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

13.5 Exchange of non-monetary consideration

- (a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 13.3 applies is a taxable supply made by the Recipient (the Recipient Supply), the GST Amount that would otherwise be payable by the Recipient to the Supplier in accordance with clause 13.3 shall 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 13.3 (or the time at which such GST Amount would have been payable in accordance with clause 13.3 but for the operation of clause 13.5(a)).

13.6 No merger

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

14. Explanatory Note

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

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 Deed is only given or made if it is in writing and delivered or posted to that Party at its address set out below or emailed to that Party to its email address set out below:

Minister

Contact: The Secretary
Address: Level 22, 320 Pitt Street
Sydney NSW 2000
Email: planningagreements@planning.nsw.gov.au

Developer

Contact: Mick Owens, Greenfields Development Company No.2 Pty Ltd

Address	Suite 05, Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW NSW 2567
Email:	mowens@greenfields.net.au
Contact:	Mark Perich, Leppington Pastoral Company Pty Ltd
Address	1675, The Northern Road Bringelly NSW 2556
Email:	mark@greenfields.net.au

15.2 Change of address

If a Party gives another Party 3 Business Days' notice of a change of its address or email address, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address in accordance with this clause 15.2.

15.3 Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered, when it is delivered to the relevant address, but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
- (b) if it is sent by post, 2 Business Days after it is posted; and
- (c) if it is sent by email:
 - (1) before 5 pm on a Business Day, on that day;
 - (2) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (3) on a day that is not a Business Day, on the next Business Day after it is sent,

and the sender does not receive a delivery failure notice.

16. Bank Guarantees

16.1 Developer to provide Bank Guarantees

- (a) In order to secure the delivery of the Contributions, the Developer has agreed to provide security in the form of Bank Guarantees.
- (b) Each Bank Guarantee must:
 - (1) name the "Minister for Planning" and "Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
 - (2) not have an expiry date.

16.2 Bank Guarantee

- (a) Upon execution of this deed, the Developer will provide security to the Minister in the form of the Bank Guarantee for a face value equivalent to \$20,000.

- (b) From the date of execution of this deed until the date that the Developer has delivered the Contributions in full, the Minister will be entitled to retain the Bank Guarantee.

16.3 Claims under Bank Guarantees

- (a) The Minister may call upon a Bank Guarantee where:
 - (1) the Developer has failed to deliver the Contributions on or before the date for payment under this Deed; or
 - (2) the Developer has failed to provide one or more Bank Guarantees to ensure that at all times the value of the security held by the Minister is for a face value equivalent to \$20,000,
 - (3) and retain and apply such monies towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this Deed.
- (b) Prior to calling upon a Bank Guarantee the Minister must give the Developer not less than 10 Business Days written notice.
- (c) If :
 - (1) the Minister calls upon the Bank Guarantee; and
 - (2) applies all or part of such monies towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this Deed; and
 - (3) has notified the Developer of the call upon the Bank Guarantee in accordance with clause 16.3(b),

then the Developer must provide to the Minister a replacement Bank Guarantee to ensure that at all times until the date that the Developer has delivered the Contributions in full, the Minister is in possession of a Bank Guarantee for a face value equivalent to \$20,000.

16.4 Release of Bank Guarantee

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by the Bank Guarantee; and
- (b) the whole of the monies secured by the Bank Guarantee have not been expended and the monies accounted for in accordance with clause 16.3,

then the Minister will promptly return the Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee (as the case may be), to the Developer.

17. Assignment and Dealing

17.1 Developer may not alienate

The Developer must not assign, transfer, novate, grant rights, enter into a joint venture or do anything, on terms which would prevent performance of the Developer's obligations required under this Deed.

17.2 Developer's proposed assignment of rights

- (a) Unless the matters specified in clause 17.2(b) are satisfied, the Developer is not to assign or novate in whole or in part to any person the Developer's rights or obligations under this Deed.
- (b) The matters required to be satisfied for the purposes of clause 17.2(a) and clause 17.3(b) are as follows:
 - (1) the Developer has, at no cost to the Minister, first procured the execution by the person to whom the Developer's rights or obligations (including SIC Offset Amounts) under this Deed are to be assigned or novated, of an agreement in favour of the Minister on terms satisfactory to the Minister acting reasonably (and the Minister acknowledges that relevant terms corresponding, to the extent appropriate, with those in this Deed, would be satisfactory);
 - (2) the Minister, by notice in writing to the Developer, has stated that evidence satisfactory to the Minister has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the agreement referred to in clause 17.2(b)(1); and
 - (3) the Developer is not in breach of this Deed or, if it is, the proposed assignee or novatee has covenanted to remedy that default.

17.3 Sale or transfer of Land by Developer

The Developer must not sell or transfer the whole or any part of the Land to which this Deed relates, unless before it sells, transfers or disposes of any such part of the Land to another person (**Transferee**):

- (a) it satisfies the Minister acting reasonably that the proposed Transferee is respectable and financially capable of complying with such of the Developer's obligations under this Deed (including, without limitation, by providing financial statements for the proposed transferee and credit standing) as the Minister acting reasonably shall nominate must be adopted by the Transferee (**Required Obligations**);
- (b) the requirements specified in clause 17.2 are satisfied; and
- (c) the rights of the Minister under this Deed are not diminished or fettered in any way.

17.4 Minister's assignment of rights

The Minister:

- (a) may assign its rights under this Deed to another Minister of the State of New South Wales or to a statutory body representing the Crown without the Developer's consent; and
- (b) must require the transferee and the Developer to enter into a deed in form and substance acceptable to the Minister and the Developer each acting reasonably containing provisions under which the transferee and the Developer agree to comply with the terms and conditions of this Deed.

18. General Provisions

18.1 Approvals and Consent

Except as otherwise set out in this Deed, and subject to any statutory obligations, the Minister may give or withhold an approval or consent to be given under this Deed in the Ministers absolute discretion and subject to any conditions determined by the Minister. The Minister is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

18.2 Costs relating to this Deed and its enforcement

- (a) The Developer must pay its own and the Minister's reasonable legal Costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all Costs associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) Without limiting clause 18.2(a), the Developer agrees to pay or reimburse the Minister within 14 days for:
 - (1) Costs of the Minister (including legal costs and disbursements) in connection with any exercise or non-exercise of rights (including, without limitation, in connection with the contemplated or actual enforcement or preservation of any rights under this Deed) waiver, variation, release or discharge in connection with this Deed; and
 - (2) 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 Deed or a payment or receipt or any transaction contemplated by this Deed.

18.3 Entire agreement

The Parties intend this Deed to constitute the entire agreement and understanding between them in relation to the subject matters of this Deed and agree that any prior agreements or arrangements between them relating to the subject matter of this Deed are rescinded and have no further force or effect. 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 Date of this Deed, except as permitted by Law.

18.4 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 Deed and all transactions incidental to it.

18.5 Governing Law and jurisdiction

This Deed 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.

18.6 Enforcement

- (a) This Deed may be enforced by any Party in any court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Deed prevents:

- (1) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates; and
- (2) an Authority or the Minister from exercising any function under the EP&A Act or any other Law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates; and
- (c) The Developer covenants with the Minister that the Developer will not rescind or terminate this Deed or make a claim that this Deed is void, voidable, illegal or unenforceable because a condition in a Development Consent requires the Developer to enter into the Planning Agreement.
- (d) The Developer indemnifies the Minister and the Department against any liability, loss, claim, damages and Costs (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process) arising from or incurred in connection with the Developer's breach of any of its obligations under clause 18.6(e).
- (e) The indemnity in clause 18.6(d) is a continuing obligation, separate and independent from the Developer's other obligations and survives completion, rescission or termination of this Deed.
- (f) It is not necessary for the Minister to incur expense or to make any payment before enforcing the indemnity in clause 18.6(d).
- (g) The Developer must pay within 14 days any amount it must pay under the indemnity in clause 18.6(d).

18.7 No fetter

Nothing in this Deed is to be construed as requiring an Authority (including the Minister) to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

- (a) nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- (b) nothing in this Deed imposes any obligation on an Authority to:
 - (1) grant any Development Consent; or
 - (2) exercise any function or power under the EP&A Act in relation to a change, or a proposed change, in an environmental planning instrument.

18.8 Joint and individual liability and benefits

Except as otherwise set out in this Deed, any agreement, covenant, representation or warranty under this Deed 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.

18.9 Representations and warranties

- (a) The Developer represents and warrants that:
 - (1) **(power)** it has power to enter into this Deed and comply with its obligations under the Deed;

- (2) **(no contravention or exceeding power)** this Deed does not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its officers to be exceeded;
 - (3) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this Deed to which it is a Party, to comply with its obligations and exercise its rights under this Deed and to allow this Deed to be enforced;
 - (4) **(validity of obligations)** its obligations under this Deed are valid and binding and are enforceable against it in accordance with the terms of the Deed;
 - (5) **(no immunity)** does not have immunity from the jurisdiction of a court or from legal process;
 - (6) **(benefit)** it benefits by entering into this Deed to which it is a Party; and
 - (7) **(capacity)** it does not enter this Deed as an agent for any other person or as trustee of any trust or on behalf or for the benefit of any other person.
- (b) The Developer acknowledges that the Minister has entered into this Deed to which it is a Party in reliance on the representations and warranties in this clause 18.9.

18.10 Severability

- (a) If a clause or part of a clause of this Deed 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.
- (b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

18.11 Modification

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

18.12 Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) 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.

18.13 Confidentiality

The Parties agree that the terms of this Deed are not confidential and this Deed may be treated as a public Deed and exhibited or reported without restriction by any Party.

18.14 Release and indemnity

- (a) The Developer agrees that satisfaction of the obligation to provide the Contributions is at the risk of the Developer. The Developer releases the Minister from any Claim, liability or loss arising from, and Costs incurred in connection with, the Developer's obligation to provide the Contributions.
- (b) The Developer indemnifies the Minister and the Department against all liabilities or loss arising from, and any Costs incurred in connection with the Minister enforcing the obligation to provide the Contributions in accordance with this Deed and/or the Minister exercising the Minister's rights under or by virtue of this Deed.
- (c) The indemnity in clause 18.14(b) is a continuing obligation, independent of the Developer's other obligations under this Deed and continues after this Deed ends.

18.15 Relationship of the Parties

Unless otherwise stated:

- (a) nothing in this Deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the Parties; and
- (b) no Party has the authority to bind any other Party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other Party or pledge any other Party's credit.

18.16 Changes to Planning Laws

In the event that the EP&A Act is repealed (whether in whole or part) while this Deed is in force in a manner which affects the terms used in, and interpretation of, this Deed, then:

- (a) the Parties' rights and obligations under this Deed will not be affected by the repeal;
- (b) clause 1.2(f) will apply to the definition of the EP&A Act and the SEPP;
- (c) the Draft SEPP will refer to any piece of statute or delegated legislation which has the effect of amending the SEPP for Development of the Precinct; and
- (d) the SIC Determination will continue to have full force and effect in relation to this Deed.

Schedule 1 - Section 93F Requirements

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Planning Agreement complying with the EP&A Act.

Requirement under the EP&A Act	This Planning Agreement
<p>Planning instrument and/or development application — (Section 93F(1))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) and (b) applies.</p>	<p>(a) Yes</p> <p>(b) Yes</p> <p>(c) No</p>
Description of land to which this Deed applies - (Section 93F(3)(a))	The Land described in Schedule 2.
<p>Description of change to the environmental planning instrument or the development to which this Deed applies - (Section 93F(3)(b))</p> <p>Describe:</p> <p>(a) the proposed change to the environment plan to which this Deed applies; OR</p> <p>(b) the development to which this Deed applies.</p>	<p>(a) An amendment of the SEPP in accordance with the Draft SEPP.</p> <p>(b) The Development described in paragraph 1.2 of Schedule 2.</p>
The scope, timing and manner of delivery of the Contributions required by this Planning Agreement — (Section 93F(3)(c))	Refer to clauses 3, 4, and 7.
Applicability of Section 94 of the EP&A Act to the Development - (Section 93F(3)(d))	The application of section 94 of the EP&A Act is not excluded in respect of the Development.
Applicability of Section 94A of the EP&A Act to the Development - (Section 93F(3)(d))	The application of section 94A of the EP&A Act is not excluded in respect of the Development.
Applicability of Section 94EF of the EP&A Act to the Development - (Section 93F(3)(d))	The application of section 94EF of the EP&A Act is not excluded in respect of the Development.
Consideration of benefits under this Deed if section 94 applies to the Development -(Section 93F(3)(e))	No. The Contributions to be provided by the Developer under this Deed must not be taken into consideration in determining a contribution under section 94.
Mechanism for Dispute resolution -(Section	Refer to clause 9.

Requirement under the EP&A Act	This Planning Agreement
<p>93F(3)(f))</p> <p>This Deed provides a mechanism for the resolution of disputes under the agreement?</p>	
<p>Enforcement of this Deed -(Section 93F(3)(g))</p> <p>This Deed provides for enforcement by a suitable means in the event of a breach.</p>	<p>Refer to clauses 5, 16, and 18.6.</p>
<p>Registration of this Deed</p> <p>The Parties agree that this Deed may be registered in accordance with clause 11.</p>	<p>Yes, refer to clause 11.</p>
<p>No obligation to grant consent or exercise functions -(Section 93F(9))</p> <p>The Parties acknowledge that this Deed does not impose an obligation on a consent authority to grant a Development Consent, Part 3A Approval or to exercise any function under the EP&A Act in relation to a change to an environmental planning instrument.</p>	<p>Refer to clause 18.7.</p>

Schedule 2 - Description of the Land

Title

Those parts of the land comprised in:

Lot	Deposited Plan	Owner
Part Lot 9070	DP 1225752	Leppington Pastoral Company Pty Limited
Part Lot C	DP 391340	Leppington Pastoral Company Pty Limited
Part Lot E	DP 438723	Leppington Pastoral Company Pty Limited
Part Lot 2	DP 1066809	Leppington Pastoral Company Pty Limited
Part Lot A	DP 420694	Leppington Pastoral Company Pty Limited
Lot 71	DP 752024	Leppington Pastoral Company Pty Limited
Part Lot 1	DP 623190	Leppington Pastoral Company Pty Limited
Lot B	DP 420694	Leppington Pastoral Company Pty Limited
Lot F	DP 420694	Leppington Pastoral Company Pty Limited

as shown by the broken blue line in the plan at Annexure A.

Schedule 3 - Department Costs

- (a) In accordance with the requirement in the Precinct Acceleration Protocol that precinct acceleration will result in "no cost to Government", the Developer agrees to cover the following Costs of the Department and the Council, both before and after the date of this Deed.
- (1) an infrastructure analyst and any legal or probity advice needed in the planning for the Precinct;
 - (2) Costs associated with the Department's management responsibilities for Precinct Planning and Planning for the Provision of Services Infrastructure, including the Precinct Project Manager and Council(s) co-ordinator; and
 - (3) Costs associated with reviews or additional planning studies, including urban design and statutory planning costs;
- The tables below indicate the typical kinds of activities and resources to be paid for by the Developer.
- (b) The Costs of the Department or the Council relating to Precinct Planning, or Planning for the Provision of Services Infrastructure will be reimbursed by the Developer, generally in monthly intervals. The cost to the Developer will be the actual cost to the Department or Council. Costs for external services engaged by the Department or Council will be reimbursed at cost. The total monthly cost will be invoiced plus GST and paid monthly to the Department.
- (c) In order to account for the different resources, activities, commencement and conclusion dates for the accelerated development of the Precinct and Precinct Planning activities, the Costs have been split into the following categories:
- (1) **"Precinct Acceleration Costs";** and
 - (2) **"Precinct Planning Costs".**

Table 1. Precinct Acceleration Costs

<p>Infrastructure Analyst and Precinct Project Manager</p> <p>Overall coordination of Department activities in relation to the acceleration of the Precinct. Management of communications between the Department, the Developer, Council, agencies and all other stakeholders. Internal and external reporting including Department briefing updates and presentations. Preparation and distribution of agendas and minutes as required. Records management.</p>
<p>Deputy Director General and Executive Director, Land Release</p> <p>Executive management, direction, review and sign-off of all Precinct Acceleration Protocol activities. Executive liaison, reporting and presentations. Interpretation and overview of Department protocols and procedures.</p>
<p>Legal Advice</p> <p>Interpretation and adherence with the EP&A Act and all other regulatory instruments. Review and application of this Deed. Review of Developer/agency contracts and agreements.</p>

Table 2. Precinct Planning Costs

Precinct Project Manager Overall coordination and management of the Precinct Planning Process and participation in the PCG and PWG. Liaison with Council, infrastructure providers and statutory bodies. Review and report on all Precinct Planning activities being undertaken by the Developer.
Council Costs including provision of a Precinct Project Co-ordinator Council assistance including technical assistance, a Precinct Project Co-ordinator for overall coordination and management of the Precinct Planning Process within Council. Implementation of the Precinct Acceleration Protocol. Participation in the PCG and PWG. Liaison with Council, infrastructure providers and statutory bodies. Review and report on all Precinct Planning activities being undertaken by the Developer.
Executive Director, Land Release Executive management of the Precinct Planning Process including review and direction of the Project Manager. Participation in PCG as deemed necessary. Executive liaison, reporting and presentations. Interpretation and overview of Department's planning protocol and procedures. Liaison with the Minister's Office.
Department Community Liaison Manager Interaction, review, liaison and reporting on Developer community liaison activities. Participation in the PCG and PWG as deemed necessary. Provide input and support to the Department's Project Manager as required.
Additional Investigations & Planning Studies (as required) Additional investigations and planning studies, including Precinct Planning related infrastructure advice, as required by the Department in order for it to manage and implement the Precinct Planning Process. These costs will also include reasonable contributions to Council agreed by the Department as well as costs associated with any independent review for advice related to planning studies considered necessary by the PCG.
Legal Advice Interpretation and adherence with the EP&A Act and all regulations and instruments. Review of Developer/agency contracts and agreements.
Community consultation Costs in connection with community consultation, including the hire of venues, printing and communications.

Schedule 4 – Process for delivery of Planning for the Provision of Services Infrastructure

1.1 Developer to prepare Services Infrastructure Strategy

- (a) Within 12 months of the date of release of the Precinct (or if the Minister declares a different date in writing, by that date), the Developer must:
 - (1) prepare a draft Services Infrastructure Strategy;
 - (2) procure the unqualified written endorsement of each of the Relevant Authorities to the draft Services Infrastructure Strategy; and
 - (3) submit the draft Services Infrastructure Strategy annexing the unqualified written endorsements, to the Minister.
- (b) The Developer acknowledges and agrees that:
 - (1) the draft Services Infrastructure Strategy is to be the product of a consultative and cooperative process between the Developer and the Relevant Authorities;
 - (2) the Developer must engage in early, regular and thorough consultation with the Relevant Authorities throughout each stage of preparation of the draft Services Infrastructure Strategy and pay all due regard to any comments or suggestions of the Relevant Authorities, keeping in mind that it is the Developer's responsibility to procure the unqualified written endorsement of the Relevant Authorities to the draft Services Infrastructure Strategy;
 - (3) the Developer must ensure that the draft Services Infrastructure Strategy:
 - (A) identifies the strategy to provide the Services Infrastructure necessary for the orderly and efficient delivery of infrastructure services to service the whole Precinct (once developed) and Other Development, including:
 - (1) sewerage systems;
 - (2) potable water systems;
 - (3) recycled water systems to meet future urban development of the Precinct; and
 - (4) electricity;
 - (B) identifies:
 - (1) the Services Infrastructure required to be constructed and transferred to the Relevant Authorities, including any interim Services Infrastructure;
 - (2) the timetable for the delivery of the Services Infrastructure, including the sequence of the stages of delivery of the Services Infrastructure;

- (3) how the Services Infrastructure will be provided by the Developer at no cost to the NSW Government, and in accordance with the “no cost to Government” criteria in the Precinct Acceleration Protocol;
 - (C) contains or addresses anything else, as may be requested by a Relevant Authority; and
 - (D) complies with any and all of the requirements of the Relevant Authorities, including in relation to the operation of the Services Infrastructure.
- (c) Within 60 Days of receiving the draft Services Infrastructure Strategy and the unqualified written endorsements, the Minister may:
 - (1) determine to approve the draft Servicing Infrastructure Strategy, as provided to the Minister,
 - (2) determine to approve the draft Servicing Infrastructure Strategy, with such changes as the Minister sees fit; or
 - (3) determine not to approve the draft Servicing Infrastructure Strategy.
- (d) If the Minister determines not to approve the draft Servicing Infrastructure Strategy, the Minister will promptly provide the Developer with a written notice of the reasons for that decision.
- (e) The Developer must within 60 Business Days of receipt of a written notice of reasons, prepare and submit to the Minister a revised draft Services Infrastructure Strategy, which resolves all of the issues identified in the written notice of reasons. Clauses 1.1(a) to (d) of this Schedule 4 apply to a revised draft Services Infrastructure Strategy in the same manner that they apply to the draft Services Infrastructure Strategy, *mutatis mutandis*.

1.2 Developer to update Servicing Infrastructure Strategy

- (a) The Developer will promptly update the Services Infrastructure Strategy upon written request by the Minister or a Relevant Authority and will procure the Minister’s approval to the update of the Services Infrastructure Strategy.
- (b) Clauses 1.1(a) to (e) of this Schedule 4 apply to any update of the Services Infrastructure Strategy in the same manner they apply to the draft Services Infrastructure Strategy, *mutatis mutandis*.

1.3 Developer to prepare Services Infrastructure Implementation Plan

- (a) Within 12 months of the date on which the Minister approves the Services Infrastructure Strategy (or if the Minister declares a different date in writing, by that date), the Developer:
 - (i) must prepare a draft Services Infrastructure Implementation Plan;
 - (ii) must procure the unqualified written endorsement of each of the Relevant Authorities to the draft Services Infrastructure Implementation Plan (including, the costings and plans within it); and
 - (iii) must submit the draft Services Infrastructure Implementation Plan annexing the unqualified written endorsements, to the Minister.

- (b) The Developer acknowledges and agrees that:
- (i) the draft Services Infrastructure Implementation Plan is to be the product of a consultative and cooperative process between the Developer and the Relevant Authorities;
 - (ii) the Developer must engage in early, regular and thorough consultation with the Relevant Authorities throughout each stage of preparation of the draft Services Infrastructure Implementation Plan and pay all due regard to any comments or suggestions of the Relevant Authorities, keeping in mind that it is the Developer's responsibility to procure the unqualified written endorsement of the Relevant Authorities to the draft Services Infrastructure Implementation Plan;
 - (iii) the Developer must ensure that the draft Services Infrastructure Implementation Plan:
 - A. is consistent with:
 - 1) the Services Infrastructure Strategy; and
 - 2) the servicing plans of each of the Relevant Authorities relating to the South West Growth Centre;
 - B. contains the plans and drawings delineating the Services Infrastructure, to the level of specificity required by the Relevant Authorities;
 - C. specifies:
 - 1) how the Developer will implement the Services Infrastructure Implementation Plan, including a timetable for the orderly and efficient delivery of the Services Infrastructure to the Relevant Authorities, to the standard required by the Relevant Authorities;
 - 2) the costings for the construction of the Services Infrastructure including the cost of each stage of the Services Infrastructure identified in the Servicing Infrastructure Implementation Plan;
 - 3) how the Services Infrastructure will be provided by the Developer at no cost to the NSW Government, and in accordance with the "no cost to Government" criteria in the Precinct Acceleration Protocol;
 - 4) the areas (including areas outside the Precinct) to be serviced by the Services Infrastructure;
 - D. contains any pro forma contracts or anything else required by the Relevant Authorities to effect the transfer, from the Developer to the Relevant Authorities, of:
 - 1) the Services Infrastructure; and

- 2) any land, and property rights, necessary to enable the effective operation and maintenance of the Services Infrastructure;
 - E. contains or addresses anything else, as may be requested by a Relevant Authority; and
 - F. complies with any and all of the requirements of the Relevant Authorities (including with respect to servicing of Other Development).
- (c) Within 60 Days of receiving the draft Services Infrastructure Implementation Plan annexing the unqualified written endorsements, the Minister may:
- (i) determine to approve the draft Services Infrastructure Implementation Plan, as provided to the Minister,
 - (ii) determine to approve the draft Services Infrastructure Implementation Plan, with such changes as the Minister sees fit; or
 - (iii) determine not to approve the Services Infrastructure Implementation Plan.
- (d) If the Minister determines not to approve the draft Services Infrastructure Implementation Plan, the Minister will promptly provide the Developer with a written notice of the reasons for that decision.
- (e) The Developer must within 60 Business Days of receipt of a written notice of reasons, prepare and submit to the Minister a revised draft Services Infrastructure Implementation Plan, which resolves all of the issues identified in the written notice of reasons. Clauses 1.3 (a) to (d) of this Schedule 4 apply to a revised draft Services Infrastructure Implementation Plan in the same manner that they apply to the draft Services Infrastructure Implementation Plan, *mutatis mutandis*.

1.4 Developer to update Services Infrastructure Implementation Plan

- (a) The Developer will promptly update the Services Infrastructure Implementation Plan upon written request by the Minister or a Relevant Authority and will procure the Minister's approval to the update of the Services Infrastructure Implementation Plan.
- (b) Clauses 1.3 (a) to (e) of this Schedule 4 apply to any update of the Services Infrastructure Implementation Plan in the same manner they apply to the draft Services Infrastructure Implementation Plan, *mutatis mutandis*.

Execution page

Executed as a deed

Signed, sealed and delivered for and on behalf of the **Minister for Planning**, in the presence of:


.....

Signature of witness

PATRICK DOYLE
.....

Name of witness in full

320 PITT STREET, SYDNEY
.....
Address of witness

Executed by Leppington Pastoral Co Pty Limited (ACN 000 420 404) in accordance with section 127 of the *Corporations Act 2001*


.....
Signature of director

Mark Vincent Perich
.....
Name of director in full

Executed by Greenfields Development Company No.2 Pty Ltd (ACN 133 939 965) in accordance with section 127 of the *Corporations Act 2001*


.....
Signature of director

Mark Vincent Perich
.....
Name of director in full

.....
Signature of the Minister for Planning or delegate

.....
Name of the Minister for Planning or delegate

SIGNED by BRENDAN NELSON as delegate
for the Minister for Planning
administering the
Environmental Planning and Assessment Act, 1979


.....

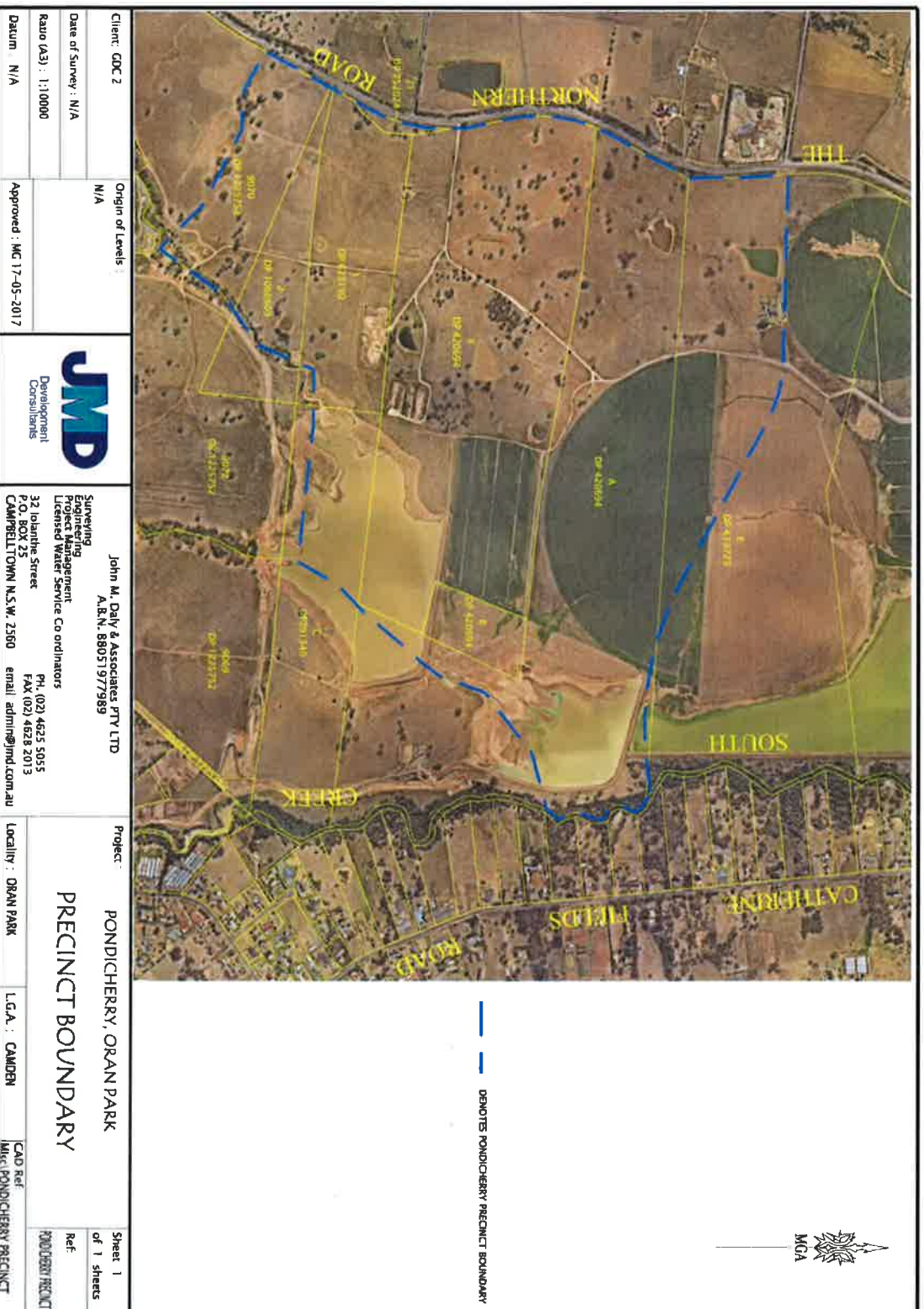

.....
Signature of director/secretary

Wayne Perich
.....
Name of director/secretary in full


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Signature of director/secretary

Wayne Perich
.....
Name of director/secretary in full

Annexure A : Part Maryland



The ratio shown on this plan relates to the original plan, produced by JMD only. Any photocopying or printing from digital files provided (particularly PDF files) may significantly alter the ratio of the plan.

Markland
Wesley Pandy