

Planning Agreement

Environmental Planning and Assessment Act 1979

160-162 Sheaffes Road, Kembla Grange NSW 2526

West Dapto Urban Release Area

Minister for Planning (ABN 38 755 709 681)

and

Kembla Grange Estate Pty Ltd (ACN 615 841 015)

Three handwritten signatures are present. The top signature is in blue ink and is highly stylized. Below it, there are two signatures in black ink, one to the left and one to the right, both also in a cursive style.

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This deed is dated

22 OCTOBER 2017

Parties:

Minister

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



Developer

Kembla Grange Estate Pty Ltd (ACN 615 841 015)
of 91 Bourke Street, Woolloomooloo NSW 2011

Introduction:

- A The Developer owns the Land.
- B The Developer is carrying out Stage 1 Development and proposes to carry out Stage 2 Development.
- C The Developer has made a Development Application to the Consent Authority in respect of Stage 2 Development.
- D Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State infrastructure referred to in clause 6.1 of the LEP.
- E The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the LEP.
- F This deed only applies to land subject to Stage 2 Development and does not apply to land subject to Stage 1 Development as a separate Planning Agreement already exists for Stage 1 Development which is registered on title as dealing AK811549.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

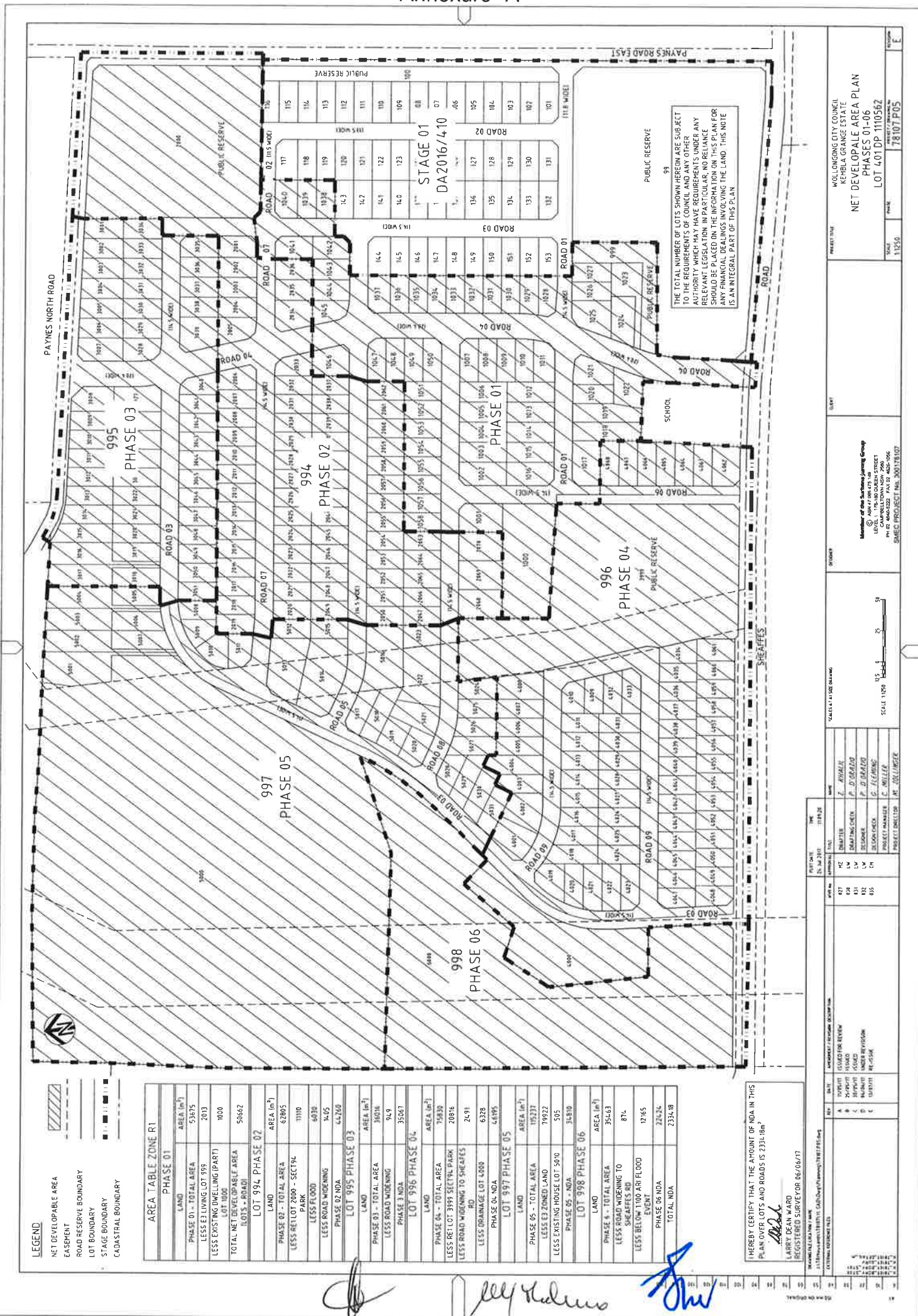
Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

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,



Execution page

Executed as a deed

Signed, sealed and delivered for and on behalf of the **Minister for Planning ABN 38 755 709 681**, in the presence of:


.....
Signature of witness

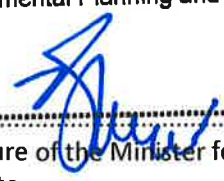
PATRICK DOYLE
.....

Name of witness in full

320 PITT STREET, SYDNEY
.....

Address of witness

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


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

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

Executed by Kembla Grange Estate Pty Ltd
(ACN 615 841 015) in accordance with
section 127 of the Corporations Act 2001:


.....
Signature of Director

ROBERT GARY MOLINO
.....

Name of Director in full


.....
Signature of Director

MICHAEL JOSEPH MARUFF
.....

Name of Director in full

