

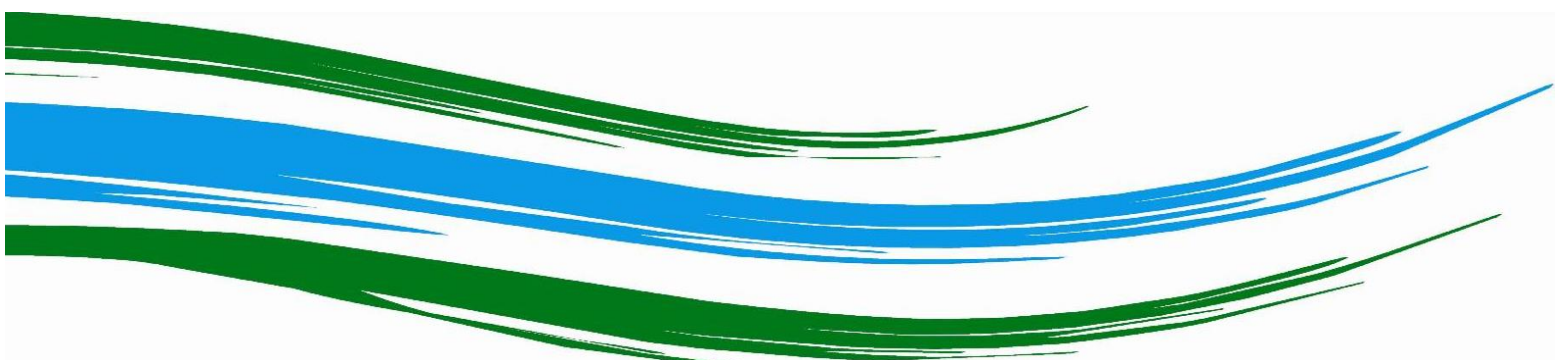


Camden Council

Attachments

Ordinary Council
13 April 2021

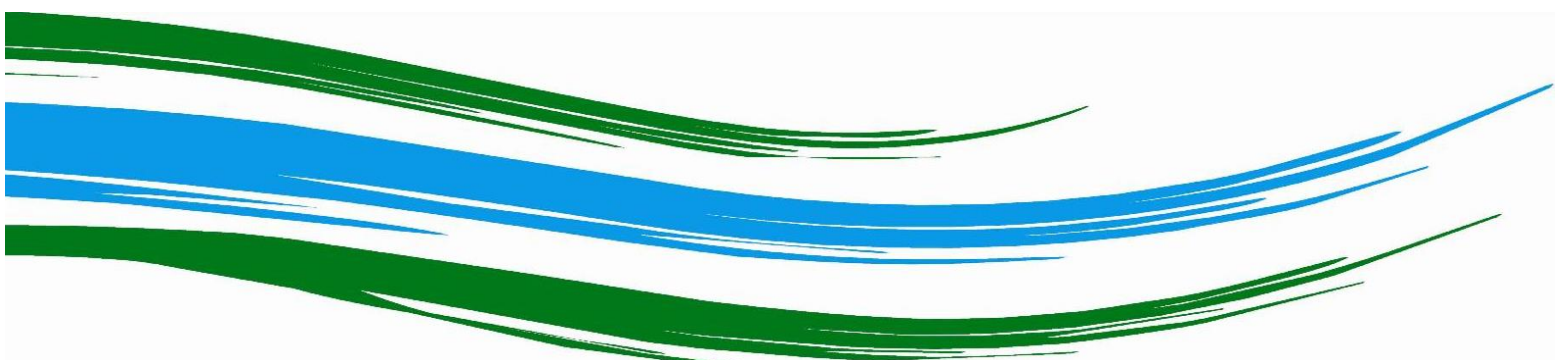
Camden Council
Administration Centre
70 Central Avenue
Oran Park



ORDINARY COUNCIL

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ORD02

Attachment 1



BUILDING IN A SALINITY PRONE ENVIRONMENT

P2.0042.3

BUILDING IN A SALINITY PRONE ENVIRONMENT

DIVISION: Planning and Environment

BRANCH: Statutory Planning

CATEGORY: 2

PART 1 - INTRODUCTION

1. BACKGROUND

The development of this policy has been prompted by information provided by the NSW Government that indicates salinity may occur in parts of the Camden Local Government Area (LGA). This salinity potential is due to inherent characteristics of the Camden LGA landscape. As a result, residential buildings and associated public / private infrastructure in the Camden LGA may be susceptible to salt damage.

This policy will assist the Council in the reasonable carrying out of its roles and responsibilities under the *Local Government Act 1993* and the *Environmental Planning and Assessment Act 1979*.

The following mandatory building requirements and Engineering Design Specifications are suitable to address a "mildly" aggressive saline environment to concrete and steel only.

Where it is proposed to construct underground car parks or storage areas or the like a separate salinity investigation will be required.

2. OBJECTIVE

To implement measures designed to **minimise the risk** of salt damage on public / private infrastructure and building materials used in the design and construction of subdivisions, residential and ancillary buildings (See *Note 1*) in the Camden LGA.

Specific design measures include:

- Minimising moisture contact to building materials
- Increasing concrete strength and resistance for building slabs and subdivision infrastructure
- Increasing the resistance of masonry units beneath the damp proof course of buildings
- Increase awareness of salinity indicators within existing buildings.

Note 1: All building structures that are classified as either class 1, 2, 3, 9c or 10 in the *Building Code of Australia (BCA)* are covered by this policy. Site specific salinity investigations of land will be required for all other building classes.

DEFINITIONS:

Salt Damage: the deterioration of material such as concrete, metal or brick caused by the chemical and physical impact of salts. Salts can be carried in surface water, soil, groundwater, rain or air. Salt damage includes what is referred to as 'salt damp' in South Australia.

Residential and Ancillary Buildings: Structures classified as either class 1, 2, 3, 9c or 10 in the Building Code of Australia (BCA).

Public / Private Infrastructure: includes but not limited to parks, roads, stormwater systems, utility/service installations, houses, driveways and cut/fill areas.

Salinity Management Plan: is a plan of management that identifies all known and potential salinity constraints on land where development is proposed and provides appropriate management options and strategies to facilitate the approval of the development proposed.

- **WHAT AREA DOES THE POLICY APPLY TO?**

This policy applies to all areas of the Camden LGA. Council will consider on merit, arguments relating to the application of this policy based on diminished salinity risk*.

In all such instances the onus of proof rests with the applicant.

*Diminished salinity risk may be argued through a risk assessment of land based on a site analysis consistent with the Department of Land and Water Conservation (2002) Guide: *Site Investigations for Urban Salinity* (ISBN: 0 7347 5305 5), and the incorporation into structure design, appropriate measures to manage the risk of salt damage.

MANDATORY BUILDING REQUIREMENTS:

The following measures must be used for house slabs and footings:

1. For slab on ground construction, a layer of sand at least 50 mm deep under the slab must be provided;
2. A damp proof membrane (rather than a vapour proof membrane) must be laid under the slab (NSW BCA 3.2.2.6);
3. The damp proof membrane must be extended to the outside face of the external edge beam up to the finished ground level. (*as per clause 3.2.2.6 and figure 3.2.2.3 of the BCA*);
4. Class 32 Mpa (N32) concrete must be used OR a sulphate resisting Type SR cement with a water cement ratio of 0.5 must be used;
5. Slabs must be vibrated and cured for a minimum of three days;
6. The minimum cover to reinforcement must be 50 mm from unprotected ground;
7. The minimum cover to reinforcement must be 30 mm from a membrane in contact with the ground;

8. The minimum cover to reinforcement must be 50 mm for strip footings and beams irrespective of whether a damp proof membrane is used;
9. Admixtures for waterproofing and/or corrosion prevention may be used.

The following measures must be used for brickwork:

1. The damp proof course must consist of polyethylene or polyethylene coated metal and be correctly placed; (SA BCA 3.3.4.4);
2. Exposure class masonry units must be used below the damp proof course including for strip footings; (*Clause 3.3.1.5 (b) and Table 3.3.1.1 of the BCA*);
3. Appropriate mortar and mixing ratio must be used with exposure class masonry units; (*clause 3.3.1.6 and Table 3.3.1.2 of the BCA*);
4. Admixtures for waterproofing and/or corrosion prevention may be used.

The following measures must be used for all buildings:

1. Once installed the damp proof course or the vapour barrier must not be breached by any later works or additions such as; steps, verandahs, walls, rendering, bagging, pointing, paving or landscaping;
2. Appropriate sub-soil drainage must be installed for all slabs, footings, retaining walls and driveways;
3. The dwelling must be designed to suit the sites existing topography and any cut and fill required must not exceed 500 mm (unless approved in the Development Application).

Recommended for all buildings:

1. Landscaping and garden designs should not be placed against walls and minimise the use of water on the site;
2. Low water requiring plants and water-wise garden designs are preferred;
3. Water use on the site should be minimised and leaky pipes or drains should be repaired immediately to avoid water logging;
4. The use of grey water for the watering of lawns and gardens should be monitored to avoid water logging, as grey water can be high in salts. The use of low salt detergents is recommended.

Alterations and Additions

Proposals for alterations and new additions to existing buildings shall comply with the requirements of this policy. Applications should demonstrate how these requirements will be met. Existing buildings affected by the impact of salinity shall be repaired in accordance with the requirements for new buildings and any necessary remediation carried out to the site to ensure the impacts of salinity are eliminated.

Property owners are to obtain advice from suitably qualified building professionals with experience in the field of salinity before commencing any repairs or remedial action. (See *note 2*).

Note 2: *Situations requiring demolition of parts of a building, repairs to drainage systems or structural alterations should not be commenced before appropriate Local Government Act Section 68 approvals,*

Construction Certificates or Complying Development Certificates are obtained for the work proposed.

MANDATORY INFRASTRUCTURE REQUIREMENTS:

The following measures must be used in the design and construction of public / private infrastructure:

In the absence of a salinity investigation, all public / private infrastructure proposed to be constructed on the land must be designed to achieve the requirements of Camden Council's "Engineering Design Specification (Adopted 10 February 2009).

Note 3: *The above mandatory building requirements and Engineering Design Specifications are suitable to address a "mildly" aggressive saline environment to concrete and steel only. Where a salinity investigation has been undertaken in accordance with Department of Land and Water Conservation (2002) Guide: Site Investigations for Urban Salinity and a "moderate", "severe" or "very severe" environment has been identified a separate Salinity Management Plan will be required to address all development within these saline environments.*

Note 4: *In the event that the requirements of this policy contradict the BCA the BCA requirements prevail.*

RESOURCES

The following publications produced by DECC under a "Local Government Salinity Initiative" provide further education about urban salinity. The publications are available from "www.environment.nsw.gov.au/salinity/solutions/urban.htm"

- Introduction to Urban Salinity - describes the causes and impacts of urban salinity and summarises current actions the Government is taking to address the issue.
- Indicators of Urban Salinity - contains photographs of a range of salinity indicators.
- Broad Scale Resources for Urban Salinity Assessment - discusses some of the resources available to determine if salinity is, or is likely to be, an issue in a particular region.
- Site Investigations for Urban Salinity - provides a methodology for assessing and quantifying the impact of salinity on a proposed urban development and the impact that development may have on water and salt processes.
- Roads and Salinity - explains how salt and water processes can affect the road structure and decrease its lifespan. It describes strategies to prevent road damage and to minimise the role roads play in salinity problems.
- Building in a Saline Environment - explains how salts get into buildings and the effects some salts can have on some building materials. The booklet provides information on how to build structures that are less susceptible to salt damage.
- Water wise Parks and Gardens – provides information on water wise practices that can be employed in public areas that may reduce the incidence and severity of urban salinity.
- Salinity Indicator Plants - provides a state wide overview of salinity indicator plants.

- Groundwater Basics for Understanding Urban Salinity - presents some basic groundwater concepts necessary to understand urban salinity processes.
- Costs of urban salinity - provides a literature review and analysis of existing information related to the economics of urban salinity.
- Land Use Planning and Urban Salinity – presents an overview of the way land use planning can play an important role at a local government level in preventing and managing urban salinity.
- Repairing and Maintaining Salinity Affected Houses – Provides an overview of issues to consider when planning for the repair of a salinity affected house.

□ * * *

RELEVANT LEGISLATIVE INSTRUMENTS: *Local Government Act 1993*
Environmental Planning and Assessment Act 1979

RELATED POLICIES, PLANS AND PROCEDURES: Publications produced by DECC under a "Local Government Salinity Initiative", as listed under Resources heading of Policy

RESPONSIBLE DIRECTOR: Director Planning and Environment

APPROVAL: Council

HISTORY:

Version	Approved by	Changes made	Date	TRIM Number
1	Council	Amendments	08/03/2004	
2	Council	Amendments	20/10/2009	15/221658
3		No change	01/09/2017	17/277628

2.2 Salinity Management

Background

Some areas in the Camden LGA are affected by levels of salinity that are high enough to damage buildings and service infrastructure. Salinity can also reduce water quality, threaten fauna and result in the degradation of vegetation and soils, including the loss of productive agricultural land.

This section seeks to ensure that consideration is given to the impact of new development on salinity processes, as well as the impact of salinity on new development.

Objectives

- a. Minimise the damage caused to property and vegetation by existing saline soils, or processes that may create saline soils;
- b. Ensure development will not significantly increase the salt load in existing soils and watercourses;
- c. Prevent degradation of the existing soil and groundwater environment. For saline and sodic soils, minimise erosion and sediment loss; and
- d. Ensure concrete slabs, brickwork/masonry products, roads, above ground/underground infrastructure is appropriate for the saline conditions of the site.

Controls

1. Groundwater recharge is to be minimised by:
 - b. directing runoff from paved areas (roads, car parks, domestic paving etc) into lined stormwater drains rather than along grassed channels.
 - c. lining of ponds and water sensitive urban design water bodies to avoid groundwater recharge.
 - d. encouraging on site detention of roof runoff and use of low water demanding plants.
 - e. encouraging tree planting, especially adjacent to watercourses.
2. For road works within areas identified as a salinity hazard:
 - a. disturbance of subsoil should be minimised.
 - b. engineering designs incorporating considerations of salinity impacts are required.
 - c. subsoil drainage is to be installed along both sides of all roads.
 - d. roads should run along or perpendicular to the contours as much as possible.
 - e. alternative footpath treatments will be considered if the proposal will reduce the need for watering.

3. All development, where saline and sodic soils are identified, must incorporate soil conservation measures to minimise soil erosion and siltation during construction and following completion of development. Soil and Water Management Plans, prepared in accordance with *Managing Urban Stormwater – Soils and Construction* are to be submitted with each subdivision DA.
4. All sediment and erosion controls are to be installed prior to the commencement of any works and maintained throughout the course of construction until disturbed areas have been revegetated/ established. Certification is required to be submitted to Council prior to commencement of construction.
5. Salinity assessment of soil and ground water must be undertaken and submitted to Council with the development application for subdivision. Investigations and sampling for salinity should be conducted in accordance with the requirements of the Heritage (Department of Premier and Cabinet) booklet [Site Investigations for Urban Salinity](#).

Note: A salinity assessment may be requested for development applications on land that does not have a salinity management plan restriction on title.

6. Where salinity is identified on the site and a salinity report is prepared the report must also contain a Salinity Management Plan having regard to the following issues and construction requirements from Australian Standards:
 - a. What impact will the development have on existing salinity levels in the soil and ground water,
 - b. What impact will salinity have on the type of construction proposed which may include the method of construction, water treatment devices, etc,
 - c. AS 2159: Piling Design and Installation,
 - d. AS 3600 Supp1: Concrete structures,
 - e. AS 3700: Masonry Structures,
 - f. AS 2870: Residential Slabs and Footings,
 - g. any other relevant standard or provision referred to for salinity under the BCA, and
 - h. **Council's Engineering Design Specifications.**

In the absence of a salinity management plan, all works proposed on the land must be designed to achieve the requirements of **Council's current Engineering Design Specification**.

7. Where a development site is considered a salinity hazard:
 - a. Cut and fill must be minimised.
 - b. Subsoil drainage should be installed along both sides of roads.
 - c. **Upgrade from Council's standard stormwater** requirements to suit the saline environment.
 - d. Building works are to be in accordance with Councils current Engineering Design Specification, or in accordance with a salinity assessment which demonstrates an acceptable solution to manage salinity impact on building works.

- e. Reference should also be made to the WSROC Salinity Code of Practice (as amended).
8. For service installation within areas identified as a salinity hazard, the following must occur:
- a. Ensure that no leakage occurs from water, sewer and stormwater pipes.
 - b. Services should be joint trenched where possible.
 - c. Where services cross roads, conduit at least should be laid at the time of the road construction.
 - d. Transverse service connections (across roads) must be laid in conduits placed at the time of road construction if the service is not laid out at that time.
 - e. Water supply pipes must be copper or a non metal acceptable to Sydney Water.
 - f. Sewer pipes must be unplasticised Poly Vinyl Chloride (PVC) or other material acceptable to Sydney Water.
 - g. The use of recycled waste water for the watering of domestic gardens should be minimised and in some cases will not be permitted.
9. For public / private infrastructure, including but not limited to parks, roads, stormwater systems and utility installations, in the absence of a salinity report, all works proposed must be designed **to achieve the requirements of Council's current Engineering Design Specification.**

- on the quality of water in the Upper Canal. Specific controls are contained in relevant Precinct Schedules.
11. Where development includes land within a Riparian Protection Area (refer to the Riparian Protection Areas Map that is part of the Growth Centres SEPP) applicants are to refer to the Guidelines for riparian corridors on waterfront land prepared by the NSW Office of Water. The guidelines contain the outcomes and requirements for development on land containing a riparian protection area within the Growth Centres. The guidelines are available at www.water.nsw.gov.au.

Table 2-1: Water quality and environmental flow targets

	WATER QUALITY % reduction in pollutant loads				ENVIRONMENTAL FLOWS Stream erosion control ratio ¹
	Gross Pollutants (>5mm)	Total suspended solids	Total phosphorous	Total nitrogen	
Stormwater management Objective	90	85	65	45	3.5-5.0: 1
'Ideal' stormwater outcome	100	95	95	85	1:1

¹ This ratio should be minimised to limit stream erosion to the minimum practicable. Development proposals should be designed to achieve a value as close to one as practicable, and values within the nominated range should not be exceeded. A specific target cannot be defined at this time.

2.3.3 Salinity and soil management

Objectives

- To manage and mitigate the impacts of Salinity and Sodidity on the Environment.
- To minimise the damage caused to property and vegetation by existing saline soils, or processes that may create saline soils.
- To ensure development will not significantly increase the salt load in existing watercourses.
- To prevent degradation of the existing soil and groundwater environment, and in particular, to minimise erosion and sediment loss and water pollution due to siltation and sedimentation.

Controls

- Development applications, that include earthworks, on land with a low, or moderate to high risk of salinity (identified in the **Areas of potential salinity risk map**), are to be accompanied by information detailing how the design and construction of the proposed subdivision intends to address salinity issues. All works are to comply with the Western Sydney Salinity Code of Practice 2004 (WSROC) and **Appendix B**.

2. Salinity and sodicity management related to **Appendix B** is to complement WSUD strategies, improving or at least maintaining the current condition, without detriment to the waterway environment.
3. All development must incorporate soil conservation measures to minimise soil erosion and siltation during construction and following completion of development. Soil and Water Management Plans, prepared in accordance with *Managing Urban Stormwater - Soils and Construction* (Landcom 3rd Edition March 2004 ('The Blue Book')) are to be submitted with each relevant subdivision Development Application.
4. Salinity shall be considered during the planning, design and carrying out of earthworks, rehabilitation works and during the siting, design and construction of all development including infrastructure:
 - To protect development and other works from salinity damage; and
 - To minimise the potential impacts that development and other works may have on salinity.

2.3.4 Aboriginal and European heritage

Objectives

- a. To manage Aboriginal heritage values to ensure enduring conservation outcomes.
- b. To ensure areas identified as European cultural heritage sites or archaeological sites are managed appropriately.

Controls

1. Development applications must identify any areas of Aboriginal heritage value that are within or adjoining the area of the proposed development, including any areas within the development site that are to be retained and protected (and identify the management protocols for these).
2. Developments or other activities that will impact on Aboriginal heritage may require consent from the Office of Environment and Heritage (OEH) under the *National Parks and Wildlife Act 1974* and consultation with the relevant Aboriginal communities.
3. Any development application that is within or adjacent to land that contains a known Aboriginal cultural heritage site, as indicated on the **Aboriginal cultural heritage sites** figure, in the relevant Precinct Schedule, must consider and comply with the requirements of the *National Parks and Wildlife Act, 1974*.
4. Where the necessary consents under the *National Parks and Wildlife Act, 1974* have been obtained, the development application must demonstrate that the development will be undertaken in accordance with any requirements of that consent.
5. Applications for subdivision and building on the properties identified on the **European cultural heritage sites figure**, in the relevant Precinct's Schedule, are to be accompanied by:
 - A Heritage Management Document that details the heritage significance of the heritage item, the impacts of the proposed development on the heritage item and any management or mitigation measures that are proposed.

Table 10: Environmental Stormwater Objectives

	WATER QUALITY % reduction in pollutant loads				ENVIRONMENTAL FLOWS Stream erosion control ratio Post-development duration of above 'stream forming flow': Natural duration of above 'stream forming flow' ¹
	Gross Pollutants (>5mm)	Total suspended solids	Total phosphorus	Total nitrogen	
Stormwater management objective	90	85	65	45	3.5 – 5.0 : 1 ²
'Ideal' stormwater outcome	100	95	95	85	1 : 1

¹ For the purposes of these objectives, the 'stream forming flow is defined as 50% of the 50% AEP flow rate estimated for the catchment under natural conditions

² This ratio should be minimised to limit stream erosion to the minimum practicable. Development proposals should be designed to achieve a value as close to one as practicable, and values within the nominated range should not be exceeded. A specific target cannot be defined at this time

6.3 Salinity and Soil Management

Objectives

- a. To minimise the damage caused to property and vegetation by existing saline soils, or processes that may create saline soils.
- b. To ensure development will not significantly increase the salt load in existing watercourses within the site.
- c. To prevent degradation of the existing soil and groundwater environment, and in particular, to minimise erosion and sediment loss and water pollution due to siltation and sedimentation.

Controls

1. Every subdivision DA for land identified in **Figure 23** as being constrained by known salinity or may be constrained by very or moderately saline soils is to be accompanied by a Salinity Report prepared by a suitably qualified consultant. The report is to cover the conditions of the site, the impact of the proposed subdivision on the saline land and the mitigation measures that will be required during the course of construction. The consultant is to certify the project upon completion of the works. The report shall provide details of recent soil testing that either verifies the results of the rezoning study or provides evidence of any changes to salinity levels. Such soil testing shall be focused at the edges of areas identified on **Figure 26** as very saline or moderately saline. Soil testing shall also be focused on areas where proposed excavation exceeds 3m in depth. Investigations and sampling for salinity are to be conducted in accordance with the requirements of the Local Government Salinity Initiative booklet called *Site Investigations for Urban Salinity* produced by the Department of Environment and Climate Change (formerly the Department of Natural Resources). Where applicable, the salinity report shall also report on the issues of soil aggressivity and sodicity and any mitigation measures required. All works are to conform with the Local Government Salinity Initiative series of booklets produced by the Department of Environment and Climate and Council's policy - *Building in Salinity Prone Environments*.

2. Groundwater recharge is to be minimised by:
 - directing runoff from paved areas (roads, car parks, domestic paving etc) into lined stormwater drains rather than along grassed channels as necessary,
 - lining or locating any pondages higher in the landscape to avoid recharge where proximity to the water table is likely to create groundwater mounding,
 - encouraging on site detention of roof runoff and use of low water demanding plants, and
 - encouraging tree planting especially adjacent to watercourses.
3. For road works within areas identified as a salinity hazard:
 - disturbance of subsoil should be minimised,
 - engineering designs incorporating considerations of salinity impacts are required, and
 - subsoil drainage is to be installed along both sides of all roads.
4. All development must incorporate soil conservation measures to minimise soil erosion and siltation during construction and following completion of development. Soil and Water Management Plans, prepared in accordance Camden Council's *Erosion and Sediment Control Policy* and *Managing Urban Stormwater - Soils and Construction* (Landcom 3rd Edition March 2004 (*The Blue Book*)) are to be submitted with each subdivision DA.
5. All sediment and erosion controls are to be installed prior to the commencement of any construction works and maintained throughout the course of construction until disturbed areas have been revegetated / established. Certification to this effect is required by the applicant to be submitted to Council prior to construction.

6.3 Salinity and Soil Management

Objectives

- (a) To minimise the damage caused to property and vegetation by existing saline soils, or processes that may create saline soils.
- (b) To ensure development will not significantly increase the salt load in existing watercourses within the site.
- (c) To prevent degradation of the existing soil and groundwater environment, in particular, to minimise erosion and sediment loss and water pollution due to siltation and sedimentation.

Controls

- (1) Every subdivision DA for land identified in **Figure 21** as being constrained by known salinity or may be constrained by very or moderately saline soils is to be accompanied by a salinity report prepared by a suitably qualified consultant. The report is to cover the conditions of the site, the impact of the proposed subdivision on the saline land and the mitigation measures that will be required during the course of construction. The report shall provide details of recent soil testing that either verifies the results of the rezoning study or provides evidence of any changes to salinity levels. Such soil testing shall be focused at the edges of areas identified on **Figure 21** as very saline or moderately saline. Soil testing shall also be focused on areas where proposed excavation exceeds 3m in depth. The consultant is to certify the project upon completion of the works. Investigations and sampling for salinity are to be conducted in accordance with the requirements of the Local Government Salinity Initiative booklet called Site Investigations for Urban Salinity produced by the Department of Environment and Climate Change (formerly the Department of Natural Resources). Where applicable, the salinity report shall also report on the issues of soil aggressivity and sodicity and any mitigation measures required. All works are to conform to the Local Government Salinity Initiative series of booklets produced by the Department of Environment and Climate Change (formerly the Department of Natural Resources) and Council's policy - *Building in Salinity Prone Environments*.
- (2) Groundwater recharge is to be minimised by:
 - directing runoff from paved areas (roads, car parks, domestic paving etc) into lined stormwater drains rather than along grassed channels as necessary,
 - lining or locating any pondages higher in the landscape to avoid recharge where proximity to the water table is likely to create groundwater mounding,
 - encouraging on site detention of roof runoff and use of low water demanding plants, and
 - encouraging tree planting especially adjacent to watercourses.
- (3) For road works within areas identified as a salinity hazard:
 - disturbance of subsoil should be minimised,
 - engineering designs incorporating considerations of salinity impacts are required, and
 - subsoil drainage is to be installed along both sides of all roads.
- (4) All development must incorporate soil conservation measures to minimise soil erosion and siltation during construction and following completion of development. Soil and Water Management Plans, prepared in accordance Camden Council's *Erosion and Sediment Control Policy* and *Managing Urban Stormwater - Soils and Construction* (Landcom 3rd Edition March 2004 (*The Blue Book*)) are to be submitted with each subdivision DA.
- (5) All sediment and erosion controls are to be installed prior to the commencement of any construction works and maintained throughout the course of construction until disturbed areas have been revegetated/ established. Certification to this effect is required by the applicant to be submitted to Council prior to construction.



Salinity Constraints






-  Precinct boundary
-  Approximate region where development may be constrained by very saline soil at depths of the order of 1m.
-  Approximate region where development may be constrained by moderately saline soil at depths of the order of 1m.
-  Approximate region of known salinity where development may be constrained due to surface soil salinity.
-  Observed salt efflorescence and area of salt-tolerant vegetation indicating regions where development may be constrained

Figure 21: Areas Constrained by Salinity

ORD03

Attachment 1



**Investment Summary Report
February 2021**



Camden Council
Executive Summary - February 2021

Investment Holdings

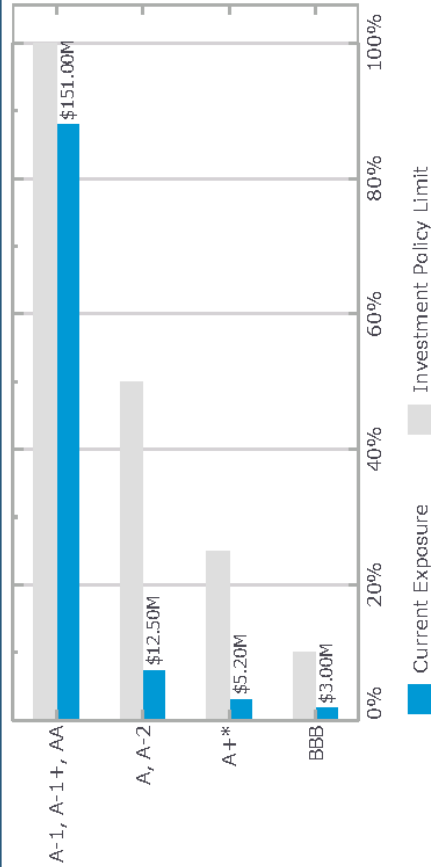
	Amount (\$)	Current Yield (%)
Cash	3,000,000.00	0.20
Term Deposit	168,700,000.00	1.14
	171,700,000.00	

Term to Maturity

	Amount (\$)	Policy Max
Between 0 and 1 Year	147,500,000	86% <input type="checkbox"/>
Between 1 and 3 Years	20,500,000	12% <input type="checkbox"/>
Between 3 and 5 Years	3,700,000	2% <input type="checkbox"/>
	171,700,000	

Percentages in this report may not add up to 100% due to rounding

Total Credit Exposure



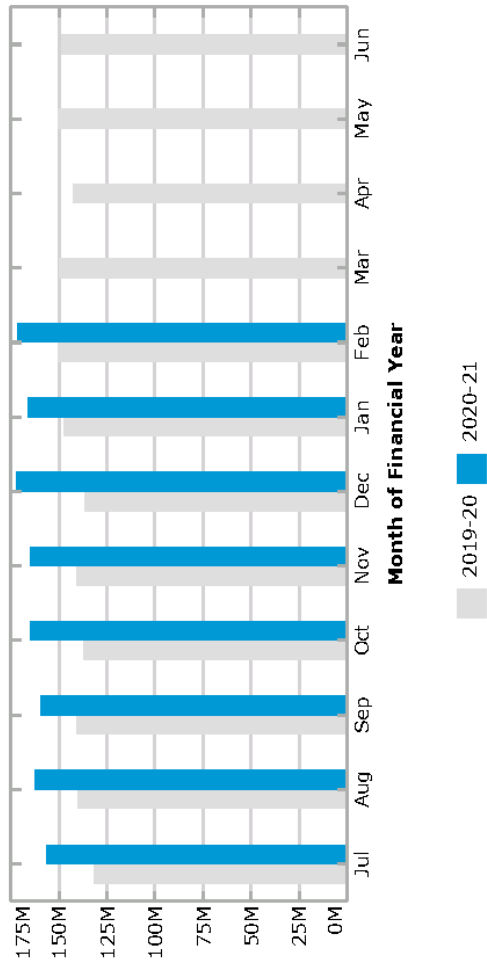
*Council's investment policy limits investments in foreign subsidiary banks which are monitored by APRA to a maximum 25% of the total portfolio

Sources of Funds

	Amount (\$)
Section 7.11 Developer Contributions	118,216,874
Restricted Grant Income	5,346,539
Externally Restricted Reserves	15,857,479
Internally Restricted Reserves	23,162,953
General Fund	9,116,155
Total Funds Invested	171,700,000

Council's investment portfolio has increased by \$5.5m since the January reporting period. The increase primarily relates to additional developer contributions, grant income and rating income received during February.

Investment Portfolio Balance

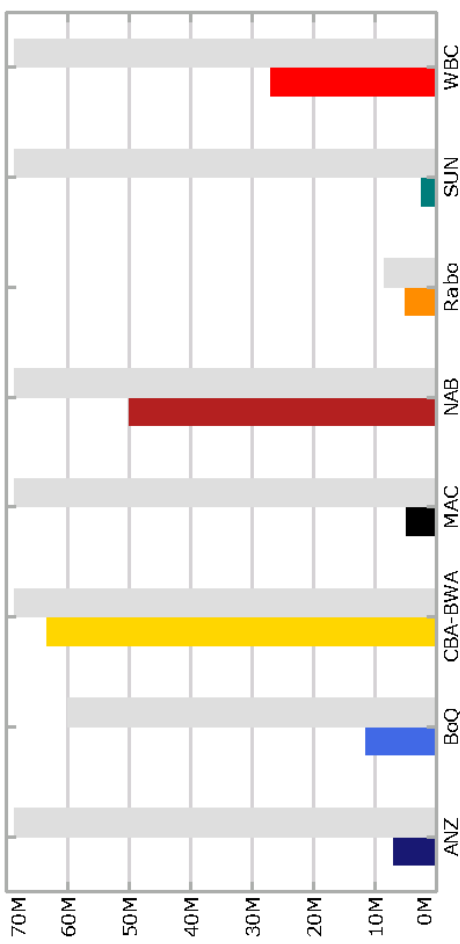




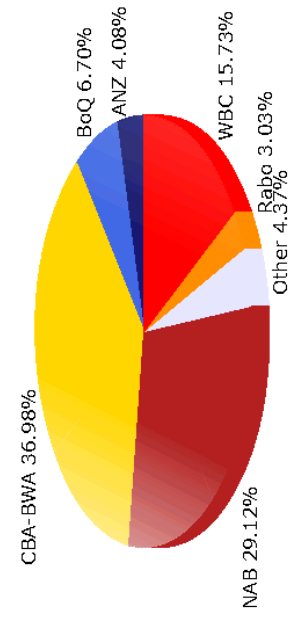
Camden Council
Individual Institutional Exposures Report - February 2021

Individual Institutional Exposures

Parent Group	Exposure (\$M)	Credit Rating	Policy Limit	Actual	Capacity
ANZ Group	7.00M	A-1+, AA-	40.00%	4.08%	61.68M
Bank of Queensland	11.50M	A-2, BBB+	35.00%	6.70%	48.59M
Commonwealth Bank of Australia	63.50M	A-1+, AA-	40.00%	36.98%	5.18M
Macquarie Bank	5.00M	A-1, A+	40.00%	2.91%	63.68M
National Australia Bank	50.00M	A-1+, AA-	40.00%	29.12%	18.68M
Rabobank Aus (Foreign Sub)	5.20M	A-1*, A+*	5.00%	3.03%	3.38M
Suncorp Bank	2.50M	A-1, A+	40.00%	1.46%	66.18M
Westpac Group	27.00M	A-1+, AA-	40.00%	15.73%	41.68M
	171.70M				



Investment Policy Limit



*Council's investment policy limits investments in foreign subsidiary banks which are monitored by APRA to a maximum 5% of the total portfolio in any single entity

Council's portfolio is within its individual institutional investment policy limits.
Council's portfolio is within its term to maturity investment policy limits.
Council's portfolio complies with the NSW Ministerial Investment Order.



Interest Summary

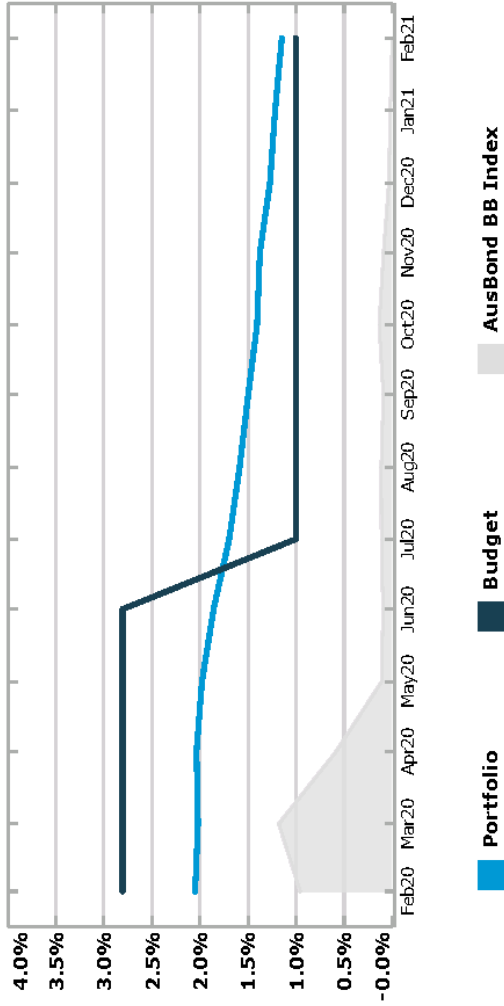
Interest Summary as of February 2021	
Number of Investments	121
Average Days to Maturity	235
Weighted Portfolio Yield	1.14%
CBA Call Account	0.20%
Highest Rate	3.80%
Lowest Rate	0.31%
Budget Rate	1.00%
Average BBSW (30 Day)	0.01%
Average BBSW (90 Day)	0.01%
Average BBSW (180 Day)	0.02%
Official Cash Rate	0.10%
AusBond Bank Bill Index	-0.01%

Interest Received During the 2020/2021 Financial Year

	February	Cumulative	Original Budget	*Revised Budget
General Fund	\$56,972	\$438,077	\$600,000	\$600,000
Restricted	\$103,793	\$1,059,774	\$1,750,000	\$1,750,000
Total	\$160,765	\$1,497,851	\$2,350,000	\$2,350,000

*The Revised Budget is reviewed on a quarterly basis as part of the Budget Process

Investment Performance



Historical Performance Summary

	Portfolio	AusBond BB Index	Outperformance
Feb 2021	1.14%	-0.01%	1.15%
Last 3 Months	1.21%	0.01%	1.20%
Last 6 Months	1.32%	0.06%	1.26%
Financial Year to Date	1.40%	0.07%	1.33%
Last 12 months	1.59%	0.21%	1.38%

Investment Performance

Council's portfolio returned 1.14%pa on a weighted average yield basis during February. This compares favourably with the Ausbond Bank Bill Index's return of -0.01% pa for the month.

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Attachment 1

Camden Council

Investment Holdings Report - February 2021



Cash Accounts										
Amount (\$)	Current Yield	Institution	Credit Rating	Amount (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference		
3,000,000.00	0.20%	Commonwealth Bank of Australia	A-1+	3,000,000.00	535548					
3,000,000.00				3,000,000.00						
Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
1-Mar-21	1,000,000.00	0.86%	Westpac Group	A-1+	18-Aug-20	1,004,594.52	540122	4,594.52	At Maturity	3398
3-Mar-21	1,000,000.00	0.86%	Westpac Group	A-1+	24-Aug-20	1,004,453.15	540137	4,453.15	At Maturity	3402
8-Mar-21	1,000,000.00	0.68%	Suncorp Bank	A-1	31-Aug-20	1,003,390.68	540157	3,390.68	At Maturity	3404
10-Mar-21	1,500,000.00	0.67%	Suncorp Bank	A-1	3-Sep-20	1,504,928.63	540188	4,928.63	At Maturity	3406
15-Mar-21	1,000,000.00	3.60%	Bank of Queensland	A-2	15-Mar-17	1,034,520.55	535484	34,520.55	Annually	2958
17-Mar-21	1,000,000.00	0.72%	National Australia Bank	A-1+	11-Sep-20	1,003,373.15	540225	3,373.15	At Maturity	3408
22-Mar-21	1,500,000.00	0.69%	Commonwealth Bank of Australia	A-1+	15-Sep-20	1,504,735.48	540245	4,735.48	At Maturity	3409
24-Mar-21	1,000,000.00	0.69%	Commonwealth Bank of Australia	A-1+	17-Sep-20	1,003,119.18	540270	3,119.18	At Maturity	3412
29-Mar-21	1,500,000.00	2.65%	Bank of Queensland	A-2	29-Mar-19	1,536,591.78	537758	36,591.78	Annually	3201
29-Mar-21	1,000,000.00	0.66%	Commonwealth Bank of Australia	A-1+	22-Sep-20	1,002,893.15	540271	2,893.15	At Maturity	3413
31-Mar-21	3,000,000.00	0.65%	Westpac Group	A-1+	2-Nov-20	3,006,357.53	540532	6,357.53	At Maturity	3431
6-Apr-21	1,500,000.00	0.64%	Commonwealth Bank of Australia	A-1+	24-Sep-20	1,504,155.62	540268	4,155.62	At Maturity	3415
6-Apr-21	2,000,000.00	0.64%	Commonwealth Bank of Australia	A-1+	29-Sep-20	2,005,365.48	540364	5,365.48	At Maturity	3418
7-Apr-21	1,000,000.00	3.50%	Bank of Queensland	A-2	3-Apr-17	1,031,835.62	535486	31,835.62	Annually	2963
7-Apr-21	2,000,000.00	0.64%	Commonwealth Bank of Australia	A-1+	29-Sep-20	2,005,365.48	540365	5,365.48	At Maturity	3419 Green
12-Apr-21	1,500,000.00	0.65%	Commonwealth Bank of Australia	A-1+	1-Oct-20	1,504,033.56	540355	4,033.56	At Maturity	3422 Green
14-Apr-21	1,500,000.00	0.67%	Westpac Group	A-1+	13-Oct-20	1,503,827.26	540394	3,827.26	At Maturity	3424
19-Apr-21	1,500,000.00	0.67%	Westpac Group	A-1+	13-Oct-20	1,503,827.26	540395	3,827.26	At Maturity	3425
21-Apr-21	1,500,000.00	0.57%	National Australia Bank	A-1+	14-Oct-20	1,503,232.60	540397	3,232.60	At Maturity	3426
21-Apr-21	1,000,000.00	0.64%	Westpac Group	A-1+	29-Oct-20	1,002,156.71	540478	2,156.71	At Maturity	3429
26-Apr-21	1,000,000.00	0.56%	Commonwealth Bank of Australia	A-1+	23-Oct-20	1,001,979.18	540466	1,979.18	At Maturity	3427



Camden Council Investment Holdings Report - February 2021

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
28-Apr-21	1,500,000.00	0.53%	National Australia Bank	A-1+	2-Nov-20	1,502,591.92	540530	2,591.92	At Maturity	3430
30-Apr-21	3,000,000.00	0.46%	National Australia Bank	A-1+	4-Dec-20	3,003,289.32	540672	3,289.32	At Maturity	3447
4-May-21	1,500,000.00	0.48%	Commonwealth Bank of Australia	A-1+	5-Nov-20	1,502,288.22	540679	2,288.22	At Maturity	3432
5-May-21	1,500,000.00	0.47%	National Australia Bank	A-1+	30-Nov-20	1,501,757.67	540622	1,757.67	At Maturity	3440
10-May-21	1,500,000.00	0.47%	National Australia Bank	A-1+	30-Nov-20	1,501,757.67	540623	1,757.67	At Maturity	3441
12-May-21	1,000,000.00	0.46%	National Australia Bank	A-1+	11-Nov-20	1,001,386.30	540560	1,386.30	At Maturity	3433
17-May-21	1,000,000.00	3.10%	Westpac Group	A-1+	16-May-17	1,001,104.11	535544	1,104.11	Quarterly	2975
19-May-21	1,000,000.00	0.49%	Commonwealth Bank of Australia	A-1+	11-Nov-20	1,001,476.71	540561	1,476.71	At Maturity	3434
24-May-21	1,500,000.00	0.49%	Commonwealth Bank of Australia	A-1+	18-Nov-20	1,502,074.11	540580	2,074.11	At Maturity	3435 Green
26-May-21	1,500,000.00	0.49%	Commonwealth Bank of Australia	A-1+	20-Nov-20	1,502,033.84	540584	2,033.84	At Maturity	3436
31-May-21	2,000,000.00	0.75%	National Australia Bank	A-1+	31-Aug-20	2,007,479.45	540168	7,479.45	At Maturity	3405
7-Jun-21	1,500,000.00	0.47%	National Australia Bank	A-1+	1-Dec-20	1,501,738.36	540630	1,738.36	At Maturity	3443
9-Jun-21	1,500,000.00	1.00%	Westpac Group	A-1+	9-Jun-20	1,510,890.41	539907	10,890.41	At Maturity	3365
15-Jun-21	1,500,000.00	0.47%	National Australia Bank	A-1+	1-Dec-20	1,501,738.36	540631	1,738.36	At Maturity	3444
15-Jun-21	1,000,000.00	0.42%	Commonwealth Bank of Australia	A-1+	11-Dec-20	1,000,920.55	540692	920.55	At Maturity	3450
16-Jun-21	1,500,000.00	0.47%	National Australia Bank	A-1+	4-Dec-20	1,501,680.41	540670	1,680.41	At Maturity	3445
17-Jun-21	1,000,000.00	0.42%	Commonwealth Bank of Australia	A-1+	11-Dec-20	1,000,920.55	540693	920.55	At Maturity	3451
21-Jun-21	1,500,000.00	0.47%	National Australia Bank	A-1+	4-Dec-20	1,501,680.41	540671	1,680.41	At Maturity	3446
21-Jun-21	1,000,000.00	0.48%	National Australia Bank	A-1+	10-Dec-20	1,001,065.21	540688	1,065.21	At Maturity	3449
23-Jun-21	1,500,000.00	2.05%	Bank of Queensland	A-2	26-Jun-19	1,520,893.15	538081	20,893.15	Annually	3241
23-Jun-21	1,000,000.00	0.42%	Commonwealth Bank of Australia	A-1+	11-Dec-20	1,000,920.55	540694	920.55	At Maturity	3452
28-Jun-21	2,000,000.00	0.43%	Commonwealth Bank of Australia	A-1+	11-Dec-20	2,001,884.93	540695	1,884.93	At Maturity	3453 Green
30-Jun-21	1,500,000.00	0.95%	National Australia Bank	A-1+	29-Jun-20	1,509,565.07	539969	9,565.07	At Maturity	3370
30-Jun-21	1,500,000.00	0.95%	National Australia Bank	A-1+	1-Jul-20	1,509,486.99	539981	9,486.99	At Maturity	3375
5-Jul-21	1,000,000.00	0.43%	Commonwealth Bank of Australia	A-1+	11-Dec-20	1,000,942.47	540696	942.47	At Maturity	3454 Green
7-Jul-21	1,500,000.00	0.95%	National Australia Bank	A-1+	6-Jul-20	1,509,291.78	540000	9,291.78	At Maturity	3381

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Camden Council Investment Holdings Report - February 2021

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
12-Jul-21	1,500,000.00	0.93%	National Australia Bank	A-1+	13-Jul-20	1,508,828.63	540025	8,828.63	At Maturity	3383
14-Jul-21	1,000,000.00	0.42%	Commonwealth Bank of Australia	A-1+	17-Dec-20	1,000,851.51	540713	851.51	At Maturity	3456 Green
19-Jul-21	1,000,000.00	0.95%	National Australia Bank	A-1+	20-Jul-20	1,005,830.14	540039	5,830.14	At Maturity	3386
21-Jul-21	1,500,000.00	0.42%	Commonwealth Bank of Australia	A-1+	17-Dec-20	1,501,277.26	540714	1,277.26	At Maturity	3457
26-Jul-21	500,000.00	0.42%	National Australia Bank	A-1+	21-Dec-20	500,402.74	540717	402.74	At Maturity	3458
28-Jul-21	2,000,000.00	0.37%	Commonwealth Bank of Australia	A-1+	5-Jan-21	2,001,115.07	540807	1,115.07	At Maturity	3459
2-Aug-21	2,500,000.00	0.37%	Commonwealth Bank of Australia	A-1+	5-Jan-21	2,501,393.84	540808	1,393.84	At Maturity	3460
3-Aug-21	1,000,000.00	1.90%	Bank of Queensland	A-2	2-Aug-19	1,010,879.45	538357	10,879.45	Annually	3252
9-Aug-21	2,000,000.00	0.85%	National Australia Bank	A-1+	5-Aug-20	2,009,687.67	540085	9,687.67	At Maturity	3393
11-Aug-21	1,500,000.00	0.85%	National Australia Bank	A-1+	10-Aug-20	1,507,091.10	540107	7,091.10	At Maturity	3395
17-Aug-21	1,500,000.00	0.85%	National Australia Bank	A-1+	13-Aug-20	1,506,986.30	540114	6,986.30	At Maturity	3396
18-Aug-21	1,500,000.00	0.81%	National Australia Bank	A-1+	17-Aug-20	1,506,524.38	540120	6,524.38	At Maturity	3399
23-Aug-21	1,000,000.00	0.80%	National Australia Bank	A-1+	19-Aug-20	1,004,252.05	540127	4,252.05	At Maturity	3400
25-Aug-21	1,000,000.00	0.82%	National Australia Bank	A-1+	24-Aug-20	1,004,246.03	540135	4,246.03	At Maturity	3401
30-Aug-21	1,500,000.00	0.85%	National Australia Bank	A-1+	26-Aug-20	1,506,532.19	540146	6,532.19	At Maturity	3403
1-Sep-21	1,000,000.00	0.51%	Commonwealth Bank of Australia	A-1+	27-Nov-20	1,001,313.42	540612	1,313.42	At Maturity	3439
6-Sep-21	1,000,000.00	0.77%	National Australia Bank	A-1+	8-Sep-20	1,003,670.68	540213	3,670.68	At Maturity	3407
6-Sep-21	3,000,000.00	0.37%	Commonwealth Bank of Australia	A-1+	29-Jan-21	3,000,942.74	540915	942.74	At Maturity	3467
8-Sep-21	1,000,000.00	0.51%	Commonwealth Bank of Australia	A-1+	26-Nov-20	1,001,327.40	540607	1,327.40	At Maturity	3438
13-Sep-21	1,000,000.00	0.65%	Macquarie Bank	A-1	16-Dec-20	1,001,335.62	540711	1,335.62	At Maturity	3455
15-Sep-21	1,500,000.00	0.75%	Commonwealth Bank of Australia	A-1+	15-Sep-20	1,505,147.26	540246	5,147.26	At Maturity	3410
20-Sep-21	1,000,000.00	0.73%	Commonwealth Bank of Australia	A-1+	16-Sep-20	1,003,320.00	540252	3,320.00	At Maturity	3411
22-Sep-21	1,000,000.00	0.71%	Commonwealth Bank of Australia	A-1+	22-Sep-20	1,003,112.33	540272	3,112.33	At Maturity	3414
27-Sep-21	500,000.00	0.68%	Commonwealth Bank of Australia	A-1+	24-Sep-20	501,471.78	540269	1,471.78	At Maturity	3416
27-Sep-21	1,000,000.00	0.69%	Commonwealth Bank of Australia	A-1+	28-Sep-20	1,002,911.23	540363	2,911.23	At Maturity	3417 Green
29-Sep-21	1,500,000.00	0.70%	Commonwealth Bank of Australia	A-1+	1-Oct-20	1,504,343.84	540356	4,343.84	At Maturity	3421 Green



Camden Council Investment Holdings Report - February 2021

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
6-Oct-21	3,000,000.00	0.66%	Commonwealth Bank of Australia	A-1+	7-Oct-20	3,007,865.75	540389	7,865.75	At Maturity	3423 Green
11-Oct-21	2,000,000.00	0.40%	Commonwealth Bank of Australia	A-1+	6-Jan-21	2,001,183.56	540809	1,183.56	At Maturity	3461
13-Oct-21	1,000,000.00	0.40%	Commonwealth Bank of Australia	A-1+	8-Jan-21	1,000,569.86	540816	569.86	At Maturity	3462
18-Oct-21	1,500,000.00	0.39%	Commonwealth Bank of Australia	A-1+	13-Jan-21	1,500,753.29	540820	753.29	At Maturity	3463
21-Oct-21	1,000,000.00	0.60%	Commonwealth Bank of Australia	A-1+	23-Oct-20	1,002,120.55	540467	2,120.55	At Maturity	3428
25-Oct-21	1,500,000.00	0.40%	Commonwealth Bank of Australia	A-1+	15-Jan-21	1,500,739.73	540826	739.73	At Maturity	3464
27-Oct-21	1,500,000.00	0.53%	Commonwealth Bank of Australia	A-1+	26-Nov-20	1,502,069.18	540606	2,069.18	At Maturity	3437
1-Nov-21	1,500,000.00	0.40%	Commonwealth Bank of Australia	A-1+	18-Jan-21	1,500,690.41	540830	690.41	At Maturity	3465
3-Nov-21	1,500,000.00	0.37%	Westpac Group	A-1+	3-Feb-21	1,500,395.34	540920	395.34	At Maturity	3468
8-Nov-21	1,000,000.00	0.40%	National Australia Bank	A-1+	3-Feb-21	1,000,284.93	540919	284.93	At Maturity	3469
8-Nov-21	500,000.00	0.38%	Commonwealth Bank of Australia	A-1+	5-Feb-21	500,124.93	540929	124.93	At Maturity	3471
10-Nov-21	2,000,000.00	0.38%	National Australia Bank	A-1+	8-Feb-21	2,000,437.26	540931	437.26	At Maturity	3472
15-Nov-21	1,500,000.00	0.37%	Westpac Group	A-1+	10-Feb-21	1,500,288.90	540939	288.90	At Maturity	3473
17-Nov-21	1,000,000.00	0.37%	Westpac Group	A-1+	15-Feb-21	1,000,141.92	540943	141.92	At Maturity	3474
22-Nov-21	1,000,000.00	0.37%	Westpac Group	A-1+	15-Feb-21	1,000,141.92	540944	141.92	At Maturity	3475
24-Nov-21	2,000,000.00	0.33%	ANZ Banking Group	A-1+	18-Feb-21	2,000,198.90	540952	198.90	At Maturity	3476
29-Nov-21	1,500,000.00	0.52%	Commonwealth Bank of Australia	A-1+	1-Dec-20	1,501,923.29	540633	1,923.29	At Maturity	3442 Green
1-Dec-21	500,000.00	0.32%	ANZ Banking Group	A-1+	19-Feb-21	500,043.84	540956	43.84	At Maturity	3478
1-Dec-21	1,000,000.00	0.33%	ANZ Banking Group	A-1+	22-Feb-21	1,000,063.29	540959	63.29	At Maturity	3479
6-Dec-21	1,500,000.00	0.31%	ANZ Banking Group	A-1+	24-Feb-21	1,500,063.70	540966	63.70	At Maturity	3480
8-Dec-21	1,000,000.00	0.48%	Commonwealth Bank of Australia	A-1+	8-Dec-20	1,001,091.51	540686	1,091.51	At Maturity	3448 Green
13-Dec-21	1,000,000.00	0.31%	ANZ Banking Group	A-1+	25-Feb-21	1,000,033.97	540974	33.97	At Maturity	3482
13-Dec-21	1,000,000.00	0.36%	ANZ Banking Group	A-1+	26-Feb-21	1,000,029.59	540975	29.59	At Maturity	3484
10-Jan-22	3,000,000.00	0.45%	Commonwealth Bank of Australia	A-1+	26-Feb-21	3,000,110.96	540976	110.96	At Maturity	3483
1-Feb-22	1,000,000.00	3.60%	Westpac Group	A-1+	1-Feb-17	1,002,761.64	535538	2,761.64	Quarterly	2936
2-Feb-22	1,500,000.00	3.57%	Westpac Group	A-1+	2-Feb-17	1,503,961.23	535539	3,961.23	Quarterly	2937

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Camden Council Investment Holdings Report - February 2021

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
7-Feb-22	500,000.00	0.38%	Westpac Group	A-1+	4-Feb-21	500,130.14	540927	130.14	At Maturity	3470
10-Feb-22	1,000,000.00	3.56%	Westpac Group	A-1+	10-Feb-17	1,001,853.15	535540	1,853.15	Quarterly	2938
15-Feb-22	1,500,000.00	3.75%	Bank of Queensland	A-2	15-Feb-17	1,502,157.53	535547	2,157.53	Annually	2939
22-Feb-22	2,000,000.00	3.64%	Westpac Group	A-1+	22-Feb-17	2,001,396.16	535541	1,396.16	Quarterly	2940
28-Feb-22	1,000,000.00	3.75%	Bank of Queensland	A-2	27-Feb-17	1,000,308.22	535483	308.22	Annually	2946
28-Feb-22	1,000,000.00	3.55%	Westpac Group	A-1+	28-Feb-17	1,000,291.78	535542	291.78	Quarterly	2950
1-Mar-22	1,000,000.00	3.58%	Westpac Group	AA-	1-Mar-17	1,008,827.40	535543	8,827.40	Quarterly	2952
2-Mar-22	2,000,000.00	1.40%	Macquarie Bank	A+	3-Mar-20	2,027,846.58	539519	27,846.58	Annually	3333
3-Mar-22	1,000,000.00	3.60%	Westpac Group	AA-	3-Mar-17	1,008,679.45	535545	8,679.45	Quarterly	2954
7-Mar-22	2,000,000.00	0.35%	Macquarie Bank	A+	18-Feb-21	2,000,210.96	540953	210.96	At Maturity	3477
9-Mar-22	1,000,000.00	3.61%	Westpac Group	AA-	9-Mar-17	1,008,110.14	535546	8,110.14	Quarterly	2956
23-Mar-22	500,000.00	3.80%	Bank of Queensland	BBB+	23-Mar-17	517,854.79	535485	17,854.79	Annually	2960
4-May-22	1,000,000.00	3.60%	Bank of Queensland	BBB+	8-May-17	1,029,293.15	535487	29,293.15	Annually	2971
27-Jun-22	1,500,000.00	2.10%	Bank of Queensland	BBB+	26-Jun-19	1,521,402.74	538082	21,402.74	Annually	3242
25-Jan-23	2,000,000.00	0.55%	National Australia Bank	AA-	27-Jan-21	2,000,994.52	540890	994.52	Annually	3466
11-Dec-23	2,000,000.00	3.15%	National Australia Bank	AA-	19-Dec-18	2,012,082.19	537431	12,082.19	Annually	3070
18-Dec-23	4,500,000.00	3.15%	National Australia Bank	AA-	19-Dec-18	4,527,184.93	537432	27,184.93	Annually	3071
3-Jan-24	2,000,000.00	3.40%	Rabobank Australia	A+*	4-Jan-19	2,010,432.88	537443	10,432.88	Annually	3173
28-Feb-24	1,000,000.00	3.20%	Rabobank Australia	A+*	28-Feb-19	1,000,263.01	537586	263.01	Annually	3189
4-Mar-24	1,200,000.00	3.20%	Rabobank Australia	A+*	4-Mar-19	1,238,084.38	537601	38,084.38	Annually	3192
27-Mar-24	1,000,000.00	3.00%	Rabobank Australia	A+*	29-Mar-19	1,027,616.44	537765	27,616.44	Annually	3200
24-Feb-25	500,000.00	0.80%	Westpac Group	AA-	24-Feb-21	500,054.79	540967	54.79	Quarterly	3481
	168,700,000.00					169,353,554.53		653,554.53		

Deed

Spring Farm Precinct 5 Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Camden Council

Landcom

Date:

Date to be inserted on the front page of this Deed in accordance with clause 3.2

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Spring Farm Precinct 5 Planning Agreement

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Camden Council
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Spring Farm Precinct 5 Planning Agreement

Summary Sheet

Council:

Name: Camden Council
Address: 70 Central Ave, Oran Park NSW 2570
Telephone: (02) 4654 7777
Facsimile: (02) 4654 7777
Email: mail@camden.nsw.gov.au
Representative: Ron Moore, General Manager

Developer:

Name: Landcom
Address: 60 Station Street, Parramatta NSW 2150
Telephone: (02) 9841 8696
Facsimile: (02) 9841 8688
Email: nlennon@landcom.nsw.gov.au
Representative: Nicholas Lennon, Development Director

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Part 2 and Schedule 1.

Application of s7.11, s7.12 and s7.24 of the Act:

See clause 9.

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Security:

See Part 4.

Registration:

No. See clause 21.

Restriction on dealings:

See clause 22.

Dispute Resolution:

See Part 3.

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Spring Farm Precinct 5 Planning Agreement
Camden Council
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Spring Farm Precinct 5 Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Ave, Oran Park NSW 2570
(Council)

and

Landcom ABN 79 268 260 688 of 60 Station Street, Parramatta NSW 2150
(Developer)

Background

- A The Developer has previously been granted the Previous Development Consents and has also been granted the Stage 5 Development Consent.
- B The Developer is required to pay monetary contributions to the Council under the conditions of the Previous Development Consents and the Stage 5 Development Consent.
- C The obligation to pay those monetary contributions was partially satisfied by the provision of material public benefits under the Previous Agreements.
- D The Parties have agreed to enter into this Deed for the Developer to make Development Contributions in the form of works, dedication of land and monetary contributions to the Council in connection with the Modification and for the Council to recognise Development Contributions in the form of works and dedication of land to Council.

Operative provisions

Part 1 - Preliminary

1 Interpretation

- 1.1 In this Deed the following definitions apply:

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

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority

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established by or under any Act, a council or county council constituted under the *Local Government Act 1993* (NSW), or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Contribution Value means the \$ amount agreed between the Parties as the value of a Development Contribution made under this Deed.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Deed means this Deed and includes any schedules, annexures and appendices to this Deed.

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

Defects Liability Period means the period of 1 year commencing on the day immediately after the first Subdivision Certificate is issued for the Development.

Development means the development (within the meaning of the Act) the subject of the Stage 5 Development Consent, as modified from time to time.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s7.4(3)(g) of the Act.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

Equipment means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.

Explanatory Note means the explanatory note annexed to this Deed.

Final Lot means a lot created in the Development for separate residential or commercial occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

Garden Gates WIKA means the document titled '*Works in Kind Agreement Garden Gates at Mount Annan*' entered into between the Council and the Developer dated 1 April 2012 in respect of the Garden Gates DAs.

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Garden Gates DAs means the Development Applications DA 300017/2002, DA 207/2005, DA 314/2006, DA 315/2006, DA 316/2006, DA 765/2007, DA 46/2011, DA 253/2011.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Item means an item specified in Column 1 of Schedule 1.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Land means the land comprised in Lot 1 DP 516583, Lot 2 DP 863680, Lot 20 DP 632825, Lot 3 DP 1135124, Lot 2 DP 1135124 and Lot 1 DP 1135124 (though now subdivided to over 45 lots), and all land to be dedicated and on which Work are to be carried out as identified in Schedule 1, and any lots created by subdivision, strata subdivision or consolidation of those lots.

Liz Kernohan Drive DA means Development Application DA04/2011.

Liz Kernohan Drive WIKA means the document titled '*Works in Kind Agreement Liz Kernohan Drive 'Stage 1' between Richardson Road and Nicholson Parade, Spring Farm*' entered into between the Council and the Developer dated 29 October 2014 in respect of the Liz Kernohan Drive DA.

Modification means the modification under s4.55 of the Act of the Previous Development Consents and the Stage 5 Development Consent to reduce monetary Development Contributions required to be paid under those Developments Consents to \$0.

Mount Annan Land Dedication Agreement means the agreement between the Council and the Developer recorded in the letter dated on or around 13 May 2004 prepared by Martin Smith.

Mount Annan Land Dedication DAs means any Development Application to which the Mount Annan Land Dedication Agreement relates.

P201-500 DAs means the following Development Applications:

- (a) DA04/2011,
- (b) DA1189/2012,
- (c) DA261/2013,
- (d) DA522/2013, and
- (e) DA300/2014.

P201-500 WIKA means the document titled '*Works-in-Kind Agreement Precinct 201, Precinct 203, Precinct 302, Precinct 304, Precinct 305, Precinct 400 & Precinct 500*' entered into between the Council and the Developer dated 10 December 2015 in respect of the P201-500 DAs.

P46B DA means Development Application DA668/2011.

P46B Agreement means the agreement between the Council and the Developer recorded in the letter from the Developer to the Council dated 13 February 2013 in respect of the P46B DA.

Party means a party to this Deed.

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Plan means the plan comprising Sheets 1, 2 and 3 in Schedule 2.

Previous Agreements means:

- (a) the Smeaton Grange S2 WIKA,
- (b) the Mount Annan Land Dedication Agreement,
- (c) the Liz Kernohan Drive WIKA,
- (d) the P201-500 WIKA,
- (e) P46B Agreement, and
- (f) the Garden Gates WIKA.

Previous Development Consents means the Development Consents granted in relation to the following Development Applications:

- (a) Smeaton Grange S2 DA,
- (b) Mount Annan Land Dedication DAs,
- (c) Liz Kernohan Drive DA,
- (d) P201-500 DAs, and
- (e) P46B DA.

Public Purpose means public purpose for each Item specified in Column 2 of Schedule 1.

Rectification Notice means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct.

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

Smeaton Grange S2 DA means Development Application DA6057/98.

Smeaton Grange S2 WIKA means the document titled '*Works in Kind Deed No.S2*' between the Council and The Business Land Group in respect of the Smeaton Grange S2 DA.

Stage 5 Development Consent means the Development Consent granted in respect of Development Application DA861/2014.

Subdivision Certificate has the same meaning as in the Act.

Timing means the timing for provision of each Item specified in Column 4 of Schedule 1.

Work means the physical result of any building, engineering or construction work in, on, over or under land.

1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:

1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.

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- 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the servants, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.

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3 Commencement

- 3.1 This Deed commences and has force and effect when both of the following have occurred:
- 3.1.1 the Modification has been granted, and
 - 3.1.2 the Parties have:
 - (a) both executed the same copy of this Deed, or
 - (b) each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

4 Application of this Deed

- 4.1 This Deed is entered into in connection with the Modification.
- 4.2 This Deed applies to:
- 4.2.1 the Land,
 - 4.2.2 the Development, and
 - 4.2.3 development (within the meaning of the Act) to which the Previous Development Consents relate.

5 Revocation of Previous Agreements

- 5.1 The Previous Agreements are revoked upon the commencement of this Deed pursuant to clause 3.
- 5.1 The revocation of the Previous Agreements does not:
- 5.1.1 revive anything not in force or existing at the time at which the revocation takes effect, or
 - 5.1.2 affect the previous operation of the Previous Agreements or anything duly suffered, done or commenced under the Previous Agreements, or
 - 5.1.3 affect any right, privilege, obligation or liability acquired, accrued or incurred under the Previous Agreements prior to their revocation, or
 - 5.1.4 affect any liability or enforcement right incurred in respect of any offence or breach arising under the Previous Agreements prior to their revocation, or
 - 5.1.5 affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability or penalty,
- and, if any such exists, the relevant investigation, legal proceeding or remedy may be instituted, continued or enforced, as if the Previous Agreements had not been revoked or terminated.

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6 Warranties

- 6.1 The Parties warrant to each other that they:
- 6.1.1 have full capacity to enter into this Deed, and
 - 6.1.2 are able to fully comply with their obligations under this Deed.

7 Further agreements

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

8 Surrender of right of appeal, etc.

- 8.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

9 Application of s7.11, s7.12 and s7.24 of the Act to the Development

- 9.1 This Deed does not exclude the application of s7.11 or s7.12 of the Act to the Development.
- 9.2 The benefits under this Deed are to be taken into consideration when determining a development contribution under s7.11 of the Act in relation to the Development.
- 9.3 This Deed does not exclude the application of s7.24 to the Development.

Part 2 – Development Contributions

10 Provision of Development Contributions

- 10.1 The Developer is to make Development Contributions to the Council in accordance with Schedule 1 (including in respect of Timing), any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 10.2 Any Contribution Value specified in this Deed in relation to a Development Contribution does not serve to define the extent of the Developer's obligation to make the Development Contribution.

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- 10.3 The Council is to apply each Development Contribution made by the Developer under this Deed towards the Public Purpose for which it is made and otherwise in accordance with this Deed.
- 10.4 Despite clause 10.3, the Council may apply a monetary Development Contribution made under this Deed towards a public purpose other than the Public Purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the monetary Development Contribution towards that other purpose rather than the purpose so specified.

11 Payment of monetary Development Contributions

- 11.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

12 Dedication of land

- 12.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:
- 12.1.1 a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW), or
- 12.1.2 the Council is given:
- (a) an instrument in registrable form under the *Real Property Act 1900* (NSW) duly executed by the Developer as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,
 - (b) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
 - (c) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- 12.2 The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 12.3 The Developer is to ensure that land dedicated to the Council under this Deed is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.
- 12.4 If, having used all reasonable endeavours, the Developer cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations, the Developer may request that Council

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agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its discretion, acting reasonably.

13 Completion of Work

- 13.1 The Council acknowledges and agrees that the Developer has carried out and completed the Works, as described in Part B of Schedule 1 of this Deed, to the satisfaction of Council.

14 Rectification of defects

- 14.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 14.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 14.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 14.1.

15 Works-As-Executed-Plan

- 15.1 The Council acknowledges that the Developer has submitted to Council a full works-as-executed plan in respect of the Work completed, as described in Part B of Schedule 1 of this Deed.
- 15.2 The Developer, being the copyright owner in the plan referred to in clause 15.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

Part 3 – Dispute Resolution

16 Dispute resolution – expert determination

- 16.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 16.1.1 the Parties to the Dispute agree that it can be so determined, or
- 16.1.2 the Chief Executive Officer (or equivalent person) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 16.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

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- 16.3 If a notice is given under clause 16.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 16.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 16.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 16.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 16.7 The Parties are to share equally the costs of the President of the NSW Law Society, the expert, and the expert determination.

17 Dispute Resolution - mediation

- 17.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 16 applies.
- 17.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 17.3 If a notice is given under clause 17.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 17.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 17.5 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 by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 17.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 17.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

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Part 4 - Enforcement

18 Acquisition of land required to be dedicated

- 18.1 If the Developer does not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Developer consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under section 10A and Division 1 of Part 2 of the Just Terms Act.

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Camden Council

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- 18.2 The Council is to only acquire land pursuant to clause 18.1 if it considers (acting reasonably) it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the land required to be dedicated under this Deed.
- 18.3 Clause 18.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 18.4 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the land concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 18.5 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 18, including without limitation:
- 18.5.1 signing any documents or forms,
 - 18.5.2 giving land owner's consent for lodgement of any Development Application,
 - 18.5.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900* (NSW), and
 - 18.5.4 paying the Council's costs arising under this clause 18.

19 Breach of obligations

- 19.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 19.1.1 specifying the nature and extent of the breach,
 - 19.1.2 requiring the Developer to:
 - (a) rectify the breach if it reasonably considers it is capable of rectification, or
 - (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
 - 19.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 19.2 If the Developer fails to fully comply with a notice referred to in clause 19.1, the Council may, without further notice to the Developer, call-up the Security provided by the Developer under this Deed and apply it to Rectify the Developer's breach.
- 19.3 If the Developer fails to comply with a notice given under clause 19.1 relating to the carrying out of Work under this Deed, the Council may step-in and Rectify the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.

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- 19.4 Any costs incurred by the Council in Rectifying a breach in accordance with clause 19.2 or clause 19.3 may be recovered by the Council by either or a combination of the following means:
- 19.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
 - 19.4.2 as a debt due in a court of competent jurisdiction.
- 19.5 For the purpose of clause 19.4, the Council's costs of Rectifying a breach the subject of a notice given under clause 19.1 include, but are not limited to:
- 19.5.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 19.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 19.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 19.6 Nothing in this clause 19 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

20 Enforcement in a court of competent jurisdiction

- 20.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 20.2 For the avoidance of doubt, nothing in this Deed prevents:
- 20.2.1 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, or
 - 20.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 5 – Registration & Restriction on Dealings

21 Registration of this Deed

- 21.1 The Parties agree not to register this Deed for the purposes of s7.6(1) of the Act.

22 Restriction on dealings

- 22.1 The Developer is not to:
- 22.1.1 sell or transfer Lot 2 DP 863680, or

Spring Farm Precinct 5 Planning Agreement**Camden Council****Landcom**

- 22.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
to any person unless:
- 22.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom Lot 2 DP 863680 or part is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 22.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
- 22.1.5 the Developer is not in breach of this Deed, and
- 22.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 22.2 Clause 22.1 does not apply in relation to the dedication of part of Lot 2 DP863680 to the Council as required by and in accordance with Item 2, Part C of Schedule 1 of this Deed, or the sale or transfer of any other part of Lot 2 DP863680 after that dedication has occurred.
- 22.3 The Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 22.1.

Part 6 – Indemnities**23 Risk**

- 23.1 The Developer performs this Deed at its own risk and its own Cost.

24 Release

- 24.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

25 Indemnity

- 25.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

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Part 7 – Other Provisions

26 Annual report by Developer

- 26.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of its obligations under this Deed, to the extent that there are any outstanding obligations.

27 Review of Deed

- 27.1 On the anniversary of the date of this Deed, the Parties agree to review this Deed (to the extent that there are any outstanding obligations), and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- 27.2 For the purposes of clause 27.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 27.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 27.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 27.4 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 27.1 is not a Dispute for the purposes of this Deed and is not a breach of this Deed.
- 27.5 The Parties agree that this clause 27 is of no effect following satisfaction of the Development Contributions by the Developer and otherwise of the parties respective obligations under this Deed.

28 Notices

- 28.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 28.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
- 28.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
- 28.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 28.2 If a Party gives the other Party 3 business days' notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 28.3 Any notice, consent, information, application or request is to be treated as given or made if it is:

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- 28.3.1 delivered, when it is left at the relevant address,
- 28.3.2 sent by post, 2 business days after it is posted,
- 28.3.3 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, or
- 28.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

28.4 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 if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

29 Approvals and Consent

- 29.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.
- 29.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

30 Costs

- 30.1 The Developer is to pay to the Council the Council's reasonable costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 30.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

31 Entire Deed

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

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32 Further Acts

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

33 Governing Law and Jurisdiction

- 33.1 This Deed is governed by the law of New South Wales.
- 33.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 33.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

34 Joint and Individual Liability and Benefits

- 34.1 Except as otherwise set out in this Deed:
- 34.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
- 34.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

35 No Fetter

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

36 Illegality

- 36.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

37 Severability

- 37.1 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.
- 37.2 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.

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Spring Farm Precinct 5 Planning Agreement

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38 Amendment

- 38.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with clause 25C of the Regulation.

39 Waiver

- 39.1 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 breach of obligation by, another Party.
- 39.2 A waiver by a Party is only effective if it:
- 39.2.1 is in writing,
 - 39.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 39.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 39.2.4 is signed and dated by the Party giving the waiver.
- 39.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 39.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and 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.
- 39.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

40 GST

- 40.1 In this clause:

Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

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- 40.2 Subject to clause 40.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 40.3 Clause 40.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 40.4 No additional amount shall be payable by the Council under clause 40.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 40.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the GST Law, the Parties agree:
- 40.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 40.5.2 that any amounts payable by the Parties in accordance with clause 40.2 (as limited by clause 40.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 40.6 No payment of any amount pursuant to this clause 40, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 40.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 40.8 This clause continues to apply after expiration or termination of this Deed.

41 Explanatory Note

- 41.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 41.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

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Schedule 1

(Clause 10)

Development Contributions

Column 1 Item/ Contribution	Column 2 Public Purpose	Column 3 Manner & Extent	Column 4 Timing	Column 5 Contribution Value
				December 2020 CPI
				2019 LVI
				2020 LVI (Item C.2)

A. Monetary Contributions

1. Volunteer Emergency Services	Volunteer Emergency Services	\$1,575	To be paid to the Council within 28 days of the commencement of this Deed	\$1,575
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2. Plan Administration	Plan Administration	\$19,859	To be paid to the Council within 28 days of the commencement of this Deed	\$19,859
3. Monetary contributions in lieu of monetary contributions payable under Previous Development Consents & Stage 5 Development Consent prior to the Modification	Public purposes for which monetary contributions under s7.11 of the Act could be imposed in respect of the Development and development the subject of the Previous Development Consents.	\$1,435,204	To be paid to the Council within 28 days of the commencement of this Deed	\$1,435,204
Total				\$1,456,638

B. Carrying out of Work

1. Half Road fronting open space (314m) (Contributions Plan reference SF54) (Plan ref. 1)	Roads and traffic	Construction and completion of half width road fronting open space of a length of not less than 314m in the location identified with reference number 1 in Sheet 1 of the Plan	The parties acknowledge that the Developer has completed this Work to the satisfaction of Council prior to the date of this Deed.	\$259,122
2. Roundabout (Major) (Contributions Plan reference SF16) (Plan ref. 2)	Roads and traffic	Construction and completion of roundabout in the location identified with reference number 2 in Sheet 1 of the Plan	The parties acknowledge that the Developer has completed this Work to the satisfaction of Council prior to the date of this Deed.	\$192,986

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3. Roundabout (Major) (Contributions Plan reference SF16) (Plan ref 3)	Roads and traffic	Construction and completion of roundabout in the location identified with reference number 3 in Sheet 1 of the Plan	The parties acknowledge that the Developer has completed this Work to the satisfaction of Council prior to the date of this Deed.	\$192,986
4. Richardson Road Construction (300m) (Contributions Plan reference SF24) (Plan ref 4)	Roads and traffic	Construction and completion of Richardson Road of a length of not less than 300m in the location identified with reference number 4 in Sheet 1 of the Plan	The parties acknowledge that the Developer has completed this Work to the satisfaction of Council prior to the date of this Deed.	\$746,854
5. Richardson Road Streetscape (300m) (Contributions Plan reference SF26) (Plan ref 5)	Roads and traffic	Construction and completion of streetscape of Richardson Road of a length of not less than 300m in the location identified with reference number 5 in Sheet 1 of the Plan	The parties acknowledge that the Developer has completed this Work to the satisfaction of Council prior to the date of this Deed.	\$353,918
6. Richardson Road Undergrounding Electrical (300m) (Contributions Plan reference SF25) (Plan ref 6)	Roads and traffic	Construction and completion of undergrounding of electrical services on Richardson Road of a length of not less than 300m in the location identified with reference number 6 in Sheet 1 of the Plan	The parties acknowledge that the Developer has completed this Work to the satisfaction of Council prior to the date of this Deed.	\$721,598

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<p>7. Richardson Road Design (300m) (Contributions Plan reference SF23) (Plan ref 7)</p>	<p>Roads and traffic</p>	<p>Completion of design of Richardson Road of a length of not less than 300m in the location identified with reference number 7 in Sheet 1 of the Plan</p>	<p>The parties acknowledge that the Developer has completed this Work to the satisfaction of Council prior to the date of this Deed.</p>	<p>\$21,154</p>
<p>8. Open Space Embellishment (Contributions Plan reference OS9) (Plan ref 11)</p>	<p>Open Space</p>	<p>Construction and completion of embellishment of not less than 2,500sqm of open space in the location identified with reference number 8 in Sheet 2 of the Plan</p>	<p>The parties acknowledge that the Developer has completed this Work to the satisfaction of Council prior to the date of this Deed.</p>	<p>\$115,842</p>
<p>9. Bulk Earthworks (Contributions Plan reference SF52) (Plan ref 12)</p>	<p>Open Space</p>	<p>Carrying out of bulk earthworks in the location identified with reference number 9 in Sheet 2 of the Plan</p>	<p>The parties acknowledge that the Developer has completed this Work to the satisfaction of Council prior to the date of this Deed.</p>	<p>\$489,591</p>
<p>Total</p>				<p>\$3,094,052</p>

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C. Dedication of Land

10. Greenberg Street (Half Road Fronting Open Space Land) (314m) (Contributions Plan reference SF5) (Plan ref 14)	Roads and traffic	Dedication to the Council free of cost to the Council of half width of Greenberg Street being of a length of not less than 314m and an area of not less than 2041sqm in the location identified with reference number 10 in Sheet 3 of the Plan.	The parties acknowledge that this land has been dedicated to the Council prior to the date of this Deed.	\$357,175
11. Part of Lot 2 DP 863680 (Land for Road non-flood affected) (Contributions Plan reference SF3) (Plan ref 15)	Roads and traffic	Dedication to the Council free of cost to the Council of a road being part of Lot 2 DP863680 of a length of not less than 132m and an area of not less than 2655sqm in the location identified with reference number 11 in Sheet 3 of the Plan.	To be dedicated to the Council free of cost to the Council within 28 days of the later of: 1. commencement of this Deed; or 2. Council releasing the Subdivision Certificate for the plan of subdivision creating that part of Lot 2 DP863680 to be dedicated. Dedication to occur pursuant to clause 12.1.1 of this Deed.	\$663,750

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12. Land for Road non-flood affected (Contributions Plan reference SF3) (Plan ref 16)	Roads and traffic	Dedication to the Council free of cost to the Council of a road of a length of not less than 90m and an area of not less than 1811sqm in the location identified with reference number 12 in Sheet 3 of the Plan.	The parties acknowledge that this land has been dedicated to the Council prior to the date of this Deed.	\$316,925
13. Lot 48 DP 1232874 (Roundabout Land) (Contributions Plan reference SF3) (Plan ref 17)	Roads and traffic	Dedication to the Council free of cost to the Council of Lot 48 DP1232874 for a roundabout being land with an area of not less than 599sqm in the location identified with reference number 13 in Sheet 3 of the Plan.	The parties acknowledge that this land has been dedicated to the Council prior to the date of this Deed.	\$104,825
14. Lot 44 DP 1210526 (Open Space Reserve) (Contributions Plan reference OS3) (Plan ref 18)	Open space	Dedication to the Council free of cost to the Council of Lot 44 DP1210526 for an open space reserve being land with an area of 2598sqm in the location identified with reference number 14 in Sheet 3 of the Plan.	The parties acknowledge that this land has been dedicated to the Council prior to the date of this Deed.	\$454,650
15. Lot 45 DP 1210526 (Land for Community Facility) (Contributions Plan reference C1) (Plan ref 19)	Community facility	Dedication to the Council free of cost to the Council of Lot 45 DP1210526 for a community facility being land with an area of 2088.8 sqm in the location identified with reference number 15 in Sheet 3 of the Plan.	The parties acknowledge that this land has been dedicated to Council prior to the date of this Deed.	\$365,540

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\$2,262,865.00

Total



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Schedule 2

(Clause 1.1)

Plan

Sheets 1, 2 and 3 on the following pages.

DRAFT

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Sheet 1

See the following page.



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Sheet 2

See the following page.



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Sheet 3

See the following page.



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Spring Farm
 LGA : Camden

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Execution

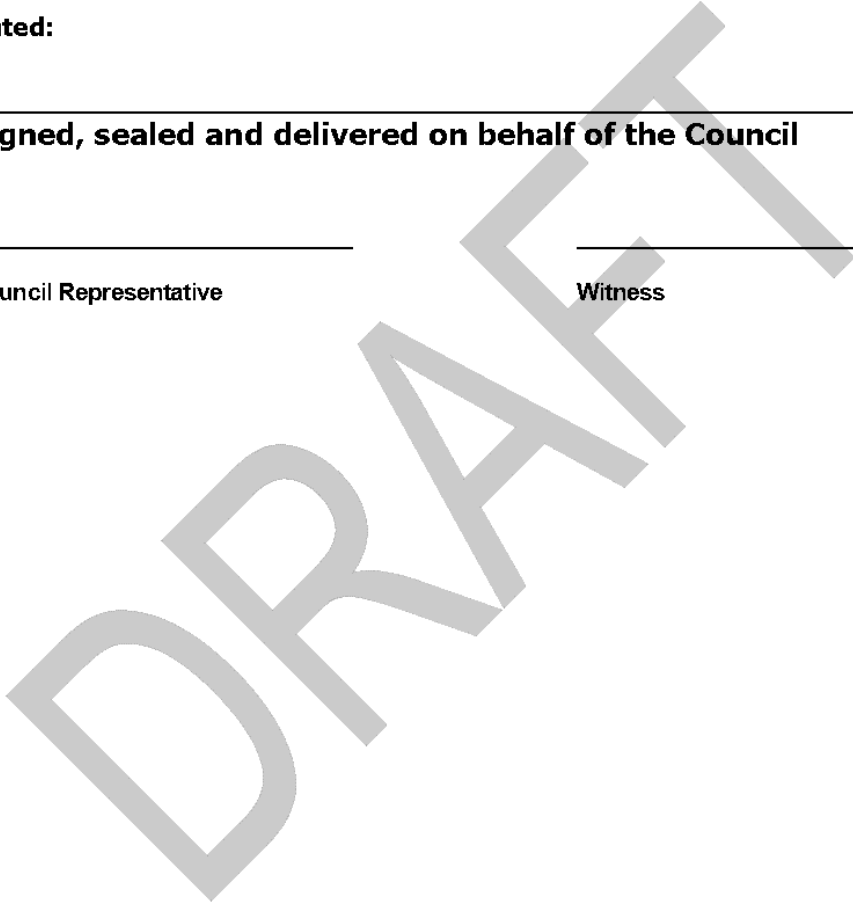
Executed as a Deed

Dated:

Signed, sealed and delivered on behalf of the Council

Council Representative

Witness



**Spring Farm Precinct 5 Planning Agreement
Camden Council
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Signed, sealed and delivered on behalf of the Developer

Signed for and on behalf of Landcom by its attorneys jointly under power of attorney Book 4768 No 634 dated 29 November 2019. By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:

_____ Signature of witness	_____ Signature of attorney
_____ Name of witness	_____ Name of attorney
_____ Address of witness	_____ Position of attorney

Signed in the presence of:

_____ Signature of witness	_____ Signature of attorney
_____ Name of witness	_____ Name of attorney
_____ Address of witness	_____ Position of attorney

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Appendix

Environmental Planning and Assessment Regulation 2000
 (Clause 25E)

Explanatory Note

Draft Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK NSW 2570 (Council)

Landcom ABN 79 268 260 688 of Level 14, 60 Station Street, Parramatta NSW 2150 (Developer)

Description of the Land to which the Draft Planning Agreement Applies

This Draft Planning Agreement applies to the land referred to in Schedule 1, and any lots created by subdivision, strata subdivision or consolidation of those lots.

Description of Proposed Development

This Draft Planning Agreement applies to development, within the meaning of the Act, the subject of the Stage 5 Development Consent, as modified from time to time, and the development the subject of the Previous Consents.

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives of Draft Planning Agreement

ATTACHMENT - COUNCIL REPORT - SPRING FARM PRECINCT 5 PLANNING AGREEMENT - 26 03 2021 40
 ME_170646831_1

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The objectives of the Draft Planning Agreement are to provide infrastructure and facilities to meet the requirements of the Development and provide for the dedication of associated land to Council. Specifically, the Developer is to provide work and land for the purposes of open space and roads and traffic, and monetary contributions for volunteer emergency services, plan administration and public purposes for which monetary contributions under s7.11 of the Act could be imposed in respect of the Development. To the extent the value of the works and land are less than what the Developer would normally be required to pay under s7.11 of the *Environmental Planning and Assessment Act 1979* (based on \$30,000 per lot) in respect of the Previous Development Consents and the Stage 5 Development Consent, the Developer is to pay the Council monetary contributions for the difference.

The Draft Planning Agreement incorporates obligations of the Developer under existing works-in-kind agreements and other agreements entered into with the Council, and has the effect of rescinding those agreements.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the EPA Act. It is a voluntary agreement, under which the Developer makes Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) for various public purposes (as defined in s 7.4(2) of the EPA Act). The Draft Planning Agreement also recognises the Developer's Development Contributions to Council in the form of land dedication for a Public Purpose and completion of Works.

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- relates to the carrying out by the Developer of the Development,
- terminates the various works-in-kind agreements entered into between the Council and the Developer,
- does not exclude the application of s 7.11 and s 7.12 of the EPA Act to the Development,
- does not exclude the application of s 7.24 of the EPA Act to the Development,
- requires dedication of land and carrying out of works for various public purposes and acknowledges that some of those development contributions have been provided prior to the date of the planning agreement,
- recognises completion of Works by the Developer and dedication of land to Council for a Public Purpose,
- requires the payment of monetary contributions for various public purposes,
- the Deed provides for compulsory acquisition arrangements for the land dedication in the event of a failure to dedicate land,
- is not required to be registered on the title to the Land,
- imposes restrictions on the Developer transferring Lot 2 DP 863680 or assigning an interest under the Agreement,

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- provides two dispute resolution methods where a dispute arises under the agreement, being mediation and expert determination,
- provides that the agreement is governed by the law of New South Wales,
- provides that the A New Tax System (Goods and Services Tax) Act 1999 (Cth) applies to the agreement.

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement:

- promotes and co-ordinates the orderly and economic use and development of the Land to which the Planning Agreement applies,
- allows for the delivery and co-ordination of various public amenities and facilities,
- provides land for public purposes in connection with the Development, including for water management, open space and roads and traffic,
- provides and co-ordinates community services and facilities in connection with the Development, and

The Draft Planning Agreement provides a reasonable means of achieving these planning purposes by requiring the Developer to make monetary, works and land dedication contributions to Council, to facilitate the development of the land in connection with the provision of necessary infrastructure and community facilities.

How the Draft Planning Agreement Promotes the Public Interest

The Draft Planning Agreement promotes the public interest by:

- promoting the objects of the EPA Act set out in sections 1.3(a), (c) and (j); and
- delivering infrastructure and facilities which benefit the local and wider community.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

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N/A

Councils – How the Draft Planning Agreement Promotes the Guiding Principles for councils in s8A of the Local Government Act 1993 (Previously s8 Elements of the Council’s Charter)

The Draft Planning Agreement promotes the guiding principles for councils by ensuring that land is managed and works are delivered which will ensure adequate, equitable and appropriate services and facilities are provided for the community as made necessary by the Development in an affordable way, and enables Council to work with others to secure appropriate services for local community needs.

All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority’s Capital Works Program

By adopting the Camden Contributions Plan 2011, Council effectively adopted the works included in that plan into its long term works program. The proposed agreement is a vehicle for the Council to complete a significant part of its Spring Farm works program in a more timely and efficient fashion and therefore is consistent with the Council’s capital works program.

All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

No. This Draft Planning Agreement does not contain requirements which must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued.

Attachment 1

Planning Agreement
187 & 191 Turner Road, Currans Hill

Camden Council (ABN 31 117 341 764) (**Council**)

Turner Road Developments NSW Pty Ltd (ABN 24 628 031 327) (**Developer**)

Kenneth Noel Broome, Lynne Broome, Jamie Noel Broome, Janet Josephine Broome, Jamie Leslie Griffin, Rachael Griffin and Aramis Investments Pty Ltd (ABN 41 124 643 554) and The Difference Development Pty Limited (ABN 58 600 988 010) (**Owners**)

Marsdens Law Group

Level 1
49 Dumaresq Street
CAMPBELLTOWN NSW 2560

Tel: 02 4626 5077
Fax: 02 4626 4826
DX: 5107 Campbelltown
Ref: 65 42 4282



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ORD05

Attachment 1

Planning Agreement

187 & 191 Turner Road, Currans Hill

Parties

Council	Name	Camden Council
	Address	70 Central Avenue, Oran Park NSW 2570
	ABN	31 117 341 764
Developer	Name	Turner Road Developments NSW Pty Ltd
	Address	P.O. Box 292, Harrington Park NSW 2567
	ABN	24 628 031 327
Owners	Name	Kenneth Noel Broome
	Address	C/- Unit 2 4 Chamberlain Street Campbelltown NSW 2560
	Name	Lynne Broome
	Address	C/- Unit 2 4 Chamberlain Street Campbelltown NSW 2560
	Name	Jamie Noel Broome
	Address	C/- Unit 2 4 Chamberlain Street Campbelltown NSW 2560
	Name	Janet Josephine Broome
	Address	C/- Unit 2 4 Chamberlain Street Campbelltown NSW 2560
	Name	Jamie Leslie Griffin
	Address	C/- Unit 2 4 Chamberlain Street Campbelltown NSW 2560
	Name	Rachael Griffin
	Address	C/- Unit 2 4 Chamberlain Street Campbelltown NSW 2560
	Name	Aramis Investments Pty Ltd
	Address	Unit 2 4 Chamberlain Street Campbelltown NSW 2560
	ABN	41 124 643 554
Name	The Difference Development Pty Limited	

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	Address	Suite 1 Level 6 410 Chapel Road Bankstown NSW 2200
	ABN	58 600 988 010

ORD05

Attachment 1

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Background

- A** The Owners own the Land.
- B** The Developer wishes to carry out the Development.
- C** The Developer has applied for the Development Consent and the Instrument Change.
- D** The Developer has agreed to make the Contributions on and subject to the terms of this document.

Operative Provisions

1 Agreement

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

2 Definitions

2.1 Defined Terms

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

2.2 Interpretation

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

3 Application and operation of document

3.1 Planning Agreement

This document is a planning agreement:

- (1) within the meaning set out in s7.4 of the Act; and
- (2) governed by Subdivision 2 of Part 7 of the Act.

3.2 Application

This document applies to both the Land and the Development.

3.3 Operation

This document operates from the date it is executed by both parties.

4 Application of s7.11 and s7.12

4.1 Application

This document excludes the application of section 7.11 or section 7.12 of the Act to the Development and the Land.

4.2 Consideration of Benefits

Section 7.11(6) of the Act does apply to the Contributions that are to be carried out or provided pursuant to this document.

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4.3 Section 7.24

This document does not exclude the application of s7.24 to the Development.

5 Provision of Contributions

5.1 Designated Land

- (1) The Owners must dedicate the Designated Land to Council free of any trusts, estates, interests, covenants and Encumbrances by the time specified in **Schedule 3**.
- (2) The Developer must meet all costs associated with the dedication of the Designated Land in accordance with paragraph (1), including any costs incurred by Council in relation to that dedication.
- (3) For the purpose of this document, Designated Land is dedicated to Council:
 - (a) if the relevant land is dedicated in a plan registered at the Land Registry Services Office of NSW, when that plan is so registered; or
 - (b) otherwise when the Developer or Owners deliver to Council:
 - (i) a transfer of the relevant land in registrable form;
 - (ii) the original Certificate of Title for the relevant land; and
 - (iii) any document in registrable form which, when registered, will remove any Encumbrances registered on the title of that land, excluding Encumbrances that would not in the Council's opinion, acting reasonably, impede the intended use of all or any part of the Designated Land to be dedicated to the Council including but not limited to easements and covenants for services and drainage.

5.2 Works

The Developer, at its cost, must:

- (1) obtain Development Consent, and any other Approval required by a relevant Authority, for the construction and use of the Works;
- (2) carry out and complete the Works to the satisfaction of the Council by the time specified in **Schedule 4**; and
- (3) carry out and complete the Works:
 - (a) in accordance with the specifications referred to in **Schedule 4** for the relevant item of Work;
 - (b) in accordance with any design or specification specified or approved by Council in accordance with clause 6;
 - (c) in accordance with any relevant Development Consent;
 - (d) in accordance with any Approval issued by any Authority;
 - (e) ensuring that:
 - (i) all necessary measures are taken to protect people, property, and the environment;

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- (ii) unnecessary interference with the passage of people and vehicles is avoided;
- (iii) nuisances and unreasonable noise and disturbances are prevented; and
- (iv) all relevant laws and regulations with respect to water, air, noise and land pollution (including 'pollution incidents') as defined under the *Protection of the Environment Operations Act 1997 (NSW)*;
- (f) in accordance with any Australian Standards applicable to works of the same nature as each aspect of the Works; and
- (g) in a proper and workmanlike manner complying with current industry practice and standards relating to each aspect of the Works.

5.3 Contribution Value

If the Developer's actual cost of carrying out the Works, including any costs incurred pursuant to this document, determined at the date on which the Works are Completed, differs from the Contribution Value, then subject to the Works having been sufficiently completed in accordance with this document, neither party will be entitled to claim credit or reimbursement, as the case may be, for the difference.

5.4 Access to the Land and location of Works

- (1) The Developer and Owners are to permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any of the Works.
- (2) The Developer and Owners must enable Council, its officers, employees, agents and contractors access to the location of the Works where this is not the Land, Council land or a public road.

5.5 Monetary Contributions

- (1) The Developer must pay the Monetary Contributions by the time specified in **Schedule 5**.
- (2) A Monetary Contribution is made for the purposes of this document when Council receives the full amount of the contribution payable under this document in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by Council.

5.6 Indexation of Amounts payable by Developer

The Monetary Contributions are to be increased (with the calculation to be made as from the date any such amount is due to be paid under this document) in accordance with the following formula:

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

where:

A = the indexed amount;

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

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

D = the CPI most recently published before the commencement date of this document.

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

5.7 Application of Development contributions

The Council may apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

6 Approval of design for Works

6.1 Application of clause

This clause 6 applies to a Contribution comprising a Work for which 'Yes' is specified in the column headed 'Design Approval' in **Schedule 6** corresponding to the item, or for which development consent has not yet been granted as at the date of this Deed.

6.2 Approval of design and specifications – Council requirements

- (1) Prior to lodging a Development Application seeking Development Consent for a Work, the Developer is to obtain Council's approval under this clause for the design and specifications for the Work unless otherwise agreed in writing by the Council in relation to the Work.
- (2) Prior to commencing design of a Work, the Developer is to request that Council provide the Developer with its requirements for the location, design, materials and specifications for the provision of the Work.
- (3) When requesting Council's requirements under paragraph (2), the Developer may provide a proposal, including preliminary concept designs, to assist Council in preparing its requirements.
- (4) Council is to provide the Developer with its requirements for the Work in writing within forty (40) business days of receiving the request under paragraph (2).

6.3 Approval of design and specifications – Initial design

- (1) Once the Developer receives Council's requirements for a Work under paragraph 6.2(2), the Developer is to provide the initial design for the Work to Council for Council's approval.
- (2) The initial design for a Work is to include, or be accompanied by, such information as is required for the making of a Development Application for the Work.
- (3) Council is to advise the Developer in writing whether it approves of the initial design of the Work within two (2) months of receiving the initial design from the Developer.
- (4) The Developer is to make any change to the initial design for the Work required by Council.

6.4 Approval of design and specifications – Certification of Development Application

- (1) Once the initial design for a Work is approved, the Developer must submit a full copy of the Development Application for the Work to Council in draft and seek written

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- certification from Council that the Development Application is consistent with the approved initial design of the Work.
- (2) The Council must either provide the written certification referred to in paragraph (1), or advise the Developer that it will not provide the written certification, within fourteen (14) days.
 - (3) The Developer is not to lodge any Development Application for a Work unless:
 - (a) Council has first approved the initial design for the Work or is taken to have approved the initial design for the Work in accordance with this clause 6; and
 - (b) Council has provided its written certification under paragraph (1) for that Development Application or is taken to have waived the requirement for that certification.
 - (4) The Developer is to bear all costs associated with obtaining Council's approval or certification.

6.5 Approval of design and specifications – Detailed design and Construction Certificate

- (1) Following Development Consent being issued for a Work, the Developer is to work with Council in the preparation of the detailed design for the relevant Work and submit the detailed design to the Council for its approval.
- (2) The Developer is not to lodge any application for a Construction Certificate for a Work, with any Authority, unless Council has first approved the detailed design for the Work, and provided its written certification that the application for a Construction Certificate is consistent with the approved detailed design of the Work.
- (3) Council is to provide the written certification referred to in paragraph (2), or notify the Developer that it will not provide the written certification, within fourteen (14) days of being provided with a copy of the application for a Construction Certificate by the Developer.
- (4) Council's written certification specified in paragraph (2) must specify any particular milestones of construction of a Work and if so, the Developer is to provide Council with a minimum of twenty-four (24) hours' notice prior to commencing a particular milestone and allow Council access to the relevant land to inspect the Work.
- (5) An application for a Construction Certificate for a Work is to be accompanied by Council's written certification specified in paragraph (2) when lodged with the Authority, unless Council is deemed to have waived the requirement for certification under this clause 6.

7 Completion of Works

7.1 Issue of Completion Notice

- (1) When the Developer believes that a Work is complete, it must give the Council a written notice (**Completion Notice**) which:
 - (a) specifies the Work to which it applies; and
 - (b) states that it has been issued under this clause 7.1(1).

7.2 Inspection by Council

The Council must, and the Developer must permit the Council to, inspect the Work the subject of the Completion Notice in the presence of a representative of the Developer within twenty one (21) days of the date that the notice is given to the Council.

7.3 Rectification Notice

- (1) Within twenty-five (25) business days of inspecting a Work that is the subject of a Completion Notice, the Council must give the Developer a notice:
 - (a) confirming that the Work has been completed in accordance with this Deed; or
 - (b) advising:
 - (i) that the Council does not accept that the Work has been completed in accordance with this Deed; and
 - (ii) the reasons for that non-acceptance and directing the Developer to complete, rectify or repair any specified part of the Work ('**Rectification Notice**').
- (2) For the avoidance of doubt, the Council may give more than one Rectification Notice under clause 7.3(1)(b) if the Council reasonably considers that it is necessary to do so.
- (3) If the Developer does not accept the matters contained in a Rectification Notice issued by the Council under clause 7.3(1)(b) then it must, within 14 days, serve notice on Council to that effect, in which case the Council is to appoint a suitably qualified expert at the Cost of the Developer to determine whether the Work has been completed in accordance with this Deed.
- (4) If a Party does not accept the determination of the Council appointed expert pursuant to clause 7.3(3), then that Party may, within 14 days of the expert determination:
 - (a) serve notice on the other Party to that effect, in which case the matter will be a Dispute; and
 - (b) refer that Dispute immediately to the President of the Law Society and clauses 17(4) to 17(7) (inclusive) apply to that Dispute.
- (5) The Developer, at its Cost, is to promptly comply with:
 - (a) a written notice under clause 7.3(1)(b), if it does not serve notice on the Council under clause 7.3(3), or
 - (b) the expert determination of the Council's appointed expert under clause 7.3(3), if no notice is served under clause 7.3(4), or
 - (c) the expert determination of the expert appointed by the President of the NSW Law Society under clause 17(4), if a Dispute has been referred under clause (4)(b).
- (6) If:
 - (a) the Council gives a notice under clause 7.3(1)(b); and
 - (b) the Developer believes it has complied with that notice or an expert determination under clause 7.3(3) or clause 17 as the case may be, then

the Developer must issue a further Completion Notice with respect to that Work and clauses 0 to (5) inclusive reappplies.

- (7) A Work will be complete for the purpose of this Deed:
- (a) on the date the Council issues a notice under clause 7.3(1)(a) confirming that the Work is complete; or
 - (b) if the Council fails to issue any notice under clause 7.3(1), at the end of the period of 28 days from the date the Completion Notice is given to the Council, or
 - (c) if an expert has determined under clause 7.3(3) or clause 17 that the Work is complete for the purposes of this Deed, on the date of the expert determination.

7.4 Acceptance and Maintenance of Works

- (1) If the Council is the owner of the Land on which a Work has been completed, the Council assumes responsibility for the Work upon the date that the Work was completed, but if it is not the owner at that time, it assumes that responsibility when the Development Contribution comprising the dedication of the Land upon which that Work is carried out is made to Council under this Deed.
- (2) The Developer is to Maintain any Work for which a Maintenance Period is specified in Column 6 of the Design Approval and Maintenance Schedule for the Work, for the duration of that Maintenance Period.
- (3) For the purpose of and without limiting clause (2), if a detailed maintenance regime has been approved by the Council under clause 8 in respect of a Work, then the Developer is to Maintain the Work in accordance with that detailed maintenance regime.

8 Maintenance Regime and Vegetation Management Plan

- (1) If 'Yes' is specified in Column 5 of the Design Approval and Maintenance Schedule in respect of a Development Contribution Item specified in Column 1 of that schedule, then the Developer is to prepare:
 - (a) a detailed maintenance regime for that Development Contribution Item for the Maintenance Period specified in Column 6 of that Schedule corresponding to that Development Contribution Item, and
 - (b) a detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- (2) If 'Yes' is specified in Column 7 of the Design Approval and Maintenance Schedule in respect of a Development Contribution Item specified in Column 1 then the Developer is to prepare a draft Vegetation Management Plan for the land on which the Development Contribution Item is to be located.
- (3) A detailed maintenance regime and costings prepared under clause (1), and a draft Vegetation Management Plan prepared under clause (2) are to be provided to the Council for the Council's approval at the following times:
 - (a) if design approval is required under clause 6 of this Agreement – at the same time as it provides the initial design for the Development Contribution Item to the Council,
 - (b) if design approval is not required under clause 6 of this Agreement – within 1 month of the Developer obtaining Development Consent from the relevant

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Authority for the relevant Development Contribution Item, or 1 month after the commencement of the Deed, whichever is later.

- (4) The Council is to advise the Developer in writing whether it approves of the detailed maintenance regime, detailed costings and draft Vegetation Management Plan within 1 month of receiving them from the Developer.
- (5) The Developer is to make any change to the detailed maintenance regime, detailed costings and draft Vegetation Management Plan required by the Council and re-submit them to the Council for approval and clause (4) re-applies to the amended documents.

9 Defects Liability

9.1 Defects Notice

- (1) Where any part of the Works has been Completed but those Works contain a material defect which, in the opinion of the Council, acting reasonably:
 - (a) adversely affects the ordinary use and/or enjoyment of the relevant Works; or
 - (b) will require maintenance or rectification works to be performed on them at some time in the future as a result of the existence of the defect,

(**Defect**), Council may issue a defects notice (**Defects Notice**) concerning those Works but only within the Defects Liability Period.
- (2) A Defects Notice must contain the following information:
 - (a) the nature and extent of the Defect;
 - (b) the work Council requires the Developer to carry out in order to rectify the Defect; and
 - (c) the time within which the Defect must be rectified (which must be a reasonable time and not less than ten (10) business days).

9.2 Developer to rectify Defects

- (1) The Developer must rectify the Defects contained within a Defects Notice as soon as practicable within the time in which the Defect must be rectified after receipt of the Defects Notice.
- (2) The Developer must follow the procedure set out in clause 7 in respect of the satisfaction of the Defects Notice.

9.3 Defects Liability Security

- (1) The Developer must provide, in respect of each item of Work, security equal to 10% of the Contribution Value for that item of Work, indexed to the date on which the Work is handed over to the Council pursuant to clause 7 of this Agreement (**Defects Liability Security**).
- (2) The Defects Liability Security is to be provided by the Developer to the Council on the date that the Defects Liability Period commences and is to be held by the Council for the duration of the Defects Liability Period.
- (3) The Council may call on the Defects Liability Security only where the Developer fails to rectify a Defect identified in a Defect Notice issued by Council pursuant to clause 9.1.

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- (4) At the expiration period of the Defects Liability Period for any item of Works, the Council is to promptly release any Defects Liability Security in respect of that item of Works which has not been called on by the Council.
 - (5) Clauses 14.2 to 14.9 do not apply in respect to the Defects Liability Security.

10 Variation of scope or timing for provision of Works

- (1) The design or specification of any Work that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed
- (2) Without limiting clause 10, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.
- (3) The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause (2).
- (4) The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work before the Work is carried out in a specified manner and submit the variation to the Council for approval.
- (5) The Developer is to comply promptly with a direction referred to in clause (4) at its own cost and subject to clause (6)– (10), is to carry out and complete the Work in accordance with the varied design or specification approved by the Council.
- (6) If the Developer considers that a variation to the design or specification of a Work requested by the Council under clause (4) will increase the estimated cost of constructing the Work such that the estimated cost exceeds the indexed Contribution Value of the Work, then the varied design or specification of a Work submitted by the Developer under clause (4) is to be accompanied by a report prepared by a registered quantity surveyor approved by the Council ('**QS Report**') which sets out the estimated cost of constructing the Work to the varied design or specification and the amount of exceedance ('**Exceedance Amount**').
- (7) The Council is to consider the QS Report provided by the Developer under clause (6) and notify the Developer whether:
 - (a) it agrees with the QS Report, or
 - (b) it does not agree with the QS Report, or
 - (c) it requires a further variation to the design or specification of the Work, or
 - (d) it no longer requires a variation to the design or specification.
- (8) If the Council agrees with the QS Report, then the Developer is to carry out and complete the Work in accordance with the varied design or specification and upon completion of the Work in accordance with this Deed and provision of relevant invoices to the Council, the Council is to pay to the Developer the lesser of:
 - (a) the Exceedance Amount referred to in the QS Report, and
 - (b) the amount by which the actual cost of construction, as evidenced by relevant invoices, exceeds the Contribution Value.

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- (9) If the Council notifies the Developer that it does not agree with the QS Report then the notice is taken to be a notice under 17(2) and the Parties are to resolve the Dispute by way of expert determination.
- (10) If the Council notifies the Developer that it requires a further variation to the design or specification of the Work then clauses (5) to (10) re-applies.

11 Deferral of the timing of Completion of an item of the Works

- (1) Notwithstanding any other provision of this document, if the Developer forms the view at any time, that:
 - (a) it is unable to Complete any item of the Works by the time specified in **Schedule 4**; or
 - (b) it believes that there is a risk of damage to any item of the Works if they are delivered by the time required in **Schedule 4**,

(**Deferred Works**), then the Developer may seek Council's approval to defer the Completion of the relevant item of the Works by providing written notice to the Council:

 - (c) identifying the relevant item of Work that the Developer proposes to defer;
 - (d) specifying the reason for the request to defer the Completion of that item of the Works; and
 - (e) identifying the anticipated time for Completion of the relevant item of Work.
- (2) The Council, acting reasonably, must give the Developer a written notice within thirty (30) business days of the date upon which the Developer serves written notice upon Council in accordance with paragraph (1) stating:
 - (a) the revised date for Completion required by Council; and
 - (b) any reasonable conditions Council requires with respect to the deferral (including any requirement for additional Security on account of that deferral).
- (3) If the Council consents to the deferral of the Deferred Works, then the following applies:
 - (a) The Developer must comply with any conditions required by Council under paragraph (2)(b) above;
 - (b) the Developer is to provide the Council with a Security for 115% of the amount of Contribution Value that is equivalent to the proportion of the uncompleted part of the Work before the date on which the Work is required to be completed under this Deed;
 - (c) Provided the Developer satisfies those conditions, the Developer will not be considered to be in breach of this document as a result of a failure to achieve Completion of the relevant Deferred Works by the time for Completion specified in this document;
 - (d) The time for completion of the Deferred Works under this document is the revised date for Completion approved by Council.

12 Developer Warranties and Indemnities

12.1 Warranties

The Developer and Owners warrant to Council that they:

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- (1) are able to fully comply with its obligations under this document;
- (2) have full capacity to enter into this document; and
- (3) there is no legal impediment to them entering into this document, or performing the obligations imposed under it.

12.2 Indemnity

The Developer indemnifies Council in respect of any Claim that may arise as a result of the conduct of the Works but only to the extent that any such Claim does not arise as a result of the negligent acts or omissions of Council.

13 Contamination

13.1 Definitions

For the purpose of this clause 13:

Contamination means any material, gas, substance, liquid, chemical or biological mineral or other physical matter which would, if present on the Land:

- (1) result in an Authority issuing a notice, direction or order under an Environmental Law; or
- (2) which would constitute a violation of contribution of contravention of any Environmental Law.

Contaminated means subject to Contamination.

Environmental Law means all planning, environmental or pollution laws and any regulations, orders, directions, ordinances or requirements, permissions, permits, licences issued under those laws or instruments.

13.2 Warranties and Indemnities

The Developer:

- (1) warrants that as far as it is aware, and other than as disclosed to Council, the Designated Land is not Contaminated; and
- (2) indemnifies and must keep indemnified Council against all liability for and associated with all Contamination present in, on and under the Designated Land including full responsibility for compliance with and any liability in respect of such Contamination under the *Contaminated Lands Management Act 1997* (NSW) and all other relevant legislation and the requirements of the Department of Environment and Conservation and any other relevant Authority.

13.3 Remediation

- (1) If Council becomes aware or reasonably suspects that any part of the Designated Land was Contaminated before the date of this document, Council may as soon as practicable notify the Developer in writing to that effect.
- (2) As soon as practicable after receipt of the notice pursuant to paragraph (1) the Developer will at its cost (with the assistance of qualified experts) carry out all reasonable investigations (including investigations which Council reasonably directs in writing) to enable the parties to be informed of the full nature and extent of the Contamination in, on, under the surface of, and leaving from the relevant part of the Designated Land and provide copies of all reports on such investigations to Council (**Investigation Reports**).

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- (3) As soon as practicable after receipt by Council of the Investigation Reports the parties must meet to discuss in good faith the method by which the relevant part of the Designated Land might be dealt with so that it is no longer Contaminated.
- (4) Following the discussions pursuant to paragraph (3) the Developer must at its own cost undertake all reasonable measures which the Developer (acting reasonably) determines (and as Council acting reasonably approves in writing) as necessary to ensure that the relevant part of the Designated Land is no longer Contaminated.

14 Security

14.1 Provision of Security

- (1) Upon the execution of this Deed by all of the Parties the Developer is to provide the Council with Security in the form of a Bank Guarantee and in an amount determined in accordance clause 14.1(2).
- (2) During the term of this Deed, the Developer is to ensure at all times that the Council holds Security equal to the lesser of:
 - (a) the Contribution Value for the most valuable Work which has not been completed, within the meaning of this Deed (**Outstanding Work**);
 - (b) 25% of the sum of the Contribution Values of all Development Contribution Items comprising the dedication of land and the carrying out of Works, which:
 - (i) are not complete (if the Development Contribution Item is a Work); or
 - (ii) have not been provided (if the Development Contribution Item is the dedication of land),**(Outstanding Land and Works Items)**; or
 - (c) \$308,500.00.

14.2 Replacement of Security

- (1) The Developer may replace any Security provided by it at any time, provided that the amount of that replacement is not less than that which is required to be provided under this document.
- (2) On receipt of a replacement Security, Council must immediately release the Security being replaced and return it to the Developer.

14.3 Council may call on Security

If the Developer commits an Event of Default Council, without limiting any other remedies available to it, may call on any Security provided by the Developer in satisfaction of any costs incurred by it in remedying the relevant Event of Default.

14.4 Top up of Security

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

14.5 Release of Security

Unless:

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- (1) Council has made or intends to make a demand against any Security provided by the Developer;
 - (2) the Contributions on account of which that Security was provided have not been made to the satisfaction of Council; or
 - (3) the Developer is in breach of this document at the relevant time,
- Council, upon a written request being made by the Developer, must return the Security within twenty-eight (28) days of such a request being made.

14.6 Indexation of value of Contribution Value and Security

- (1) The Contribution Values for the Works and any Security provided for the Works will be indexed quarterly in accordance with the CPI provided by the Australian Bureau of Statistics.
- (2) The Developer must ensure that the Security held by Council at all times equals the indexed amount notified to the Developer by Council.

14.7 Compulsory acquisition of the Designated Land

- (1) The Owners consent to the compulsory acquisition of the Designated Land:
 - (a) in accordance with the Acquisition Act; and
 - (b) on the terms set out in this clause 14.7
- (2) Council may only acquire the Designated Land compulsorily in accordance with the Acquisition Act if the Developer or Owners have committed an Event of Default with respect the dedication of that land under this document.
- (3) If Council acquires the Designated Land compulsorily in accordance with the Acquisition Act:
 - (a) the Owners agree that the compensation payable to it on account of that acquisition under the Acquisition Act is \$1.00; and
 - (b) Council must complete that acquisition within twelve (12) months of the relevant Event of Default.
- (4) The parties agree that the provisions of this clause 14.7 are an agreement with respect to the compulsory acquisition of the Designated Land for the purpose of s30 of the Acquisition Act.
- (5) If Council:
 - (a) acquires the Designated Land under paragraph (3); and
 - (b) is required to pay any compensation to a third party as a result of that acquisition,

then the Developer must pay Council the amount of that compensation upon a written request being made by Council.

- (6) The Developer and Owners indemnify and keeps indemnified Council against all Claims made against Council as a result of any acquisition by Council of the whole or any part of the Designated Land concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.

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- (7) The Developer and Owners are to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 14.6, including without limitation:
- (a) signing any documents or forms,
 - (b) giving land owner's consent for lodgement of any Development Application,
 - (c) producing certificates of title to the Registrar-General under the *Real Property Act 1900* (NSW), and
 - (d) paying Council's costs arising under this clause 14.6.

14.8 Developer must not deal with Designated Land

- (1) The Developer must not during the term of this document sell, transfer, mortgage, charge or grant a lease or license or any other right of occupancy to any person over the Designated Land without first obtaining Council's consent in writing.
- (2) Council may, at its absolute discretion, refuse its consent or give consent with conditions.

14.9 Council may withhold Subdivision Certificate

- (1) The Developer may only make, or cause, suffer or permit the making of, an application for a Subdivision Certificate in respect of the Development if, at the date of the application, the Developer is not in breach of its obligation to make any Contribution under this document.
- (2) Council may withhold the issue of a Subdivision Certificate if, at the relevant time, the Developer is in breach of any obligation to make any Contribution under this document until such time as the breach is rectified.

15 Registration of this document

15.1 Registration of this document

The Developer acknowledges and agrees that:

- (1) this document must be registered on the title to the Land pursuant to section 7.6 of the Act; and
- (2) subject to clause 15.2, Council will undertake that registration at the cost of the Developer.

15.2 Obligations of Developer

- (1) The Developer, at its own expense, will promptly after this document comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
 - (a) the consent of each person who:
 - (i) has an estate or interest in the Land; or
 - (ii) is seized or possessed of an estate or interest in the Land;
 - (b) the execution of any documents; and

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- (c) the production of the relevant duplicate certificates of title,
to enable the registration of this document in accordance with clause 15.1.
- (2) The Developer, at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:
- (a) to allow the lodgement of this document with the Registrar-General as soon as reasonably practicable after this document comes into operation but in any event, no later than sixty (60) business days after that date; and
- (b) to allow the registration of this document by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this document is lodged for registration.

15.3 Discharge from the Register

The Council will provide a release and discharge of this document so that it may be removed from the folios of the Register for the Land (or any part of it) when:

- (1) the obligations under this document have been satisfied; or
- (2) if this document is terminated or rescinded.

16 Assignment

16.1 Restriction on Assignment

Other than in accordance with this clause 16 the Developer and Owners may not Assign their rights or obligations under this document.

16.2 Procedure for Assignment

- (1) If the Developer or Owners wish to Assign their rights or obligations under this document, then they must:
- (a) provide a written request to Council for the consent of Council to the relevant Assignment;
- (b) provide Council with any evidence required by Council, acting reasonably, to satisfy Council that the third party in whose favour the Assignment is to be made (**Assignee**) is reasonably capable of performing the obligations under this document that are to be Assigned to it;
- (c) obtain written consent of Council to the relevant Assignment; and
- (d) at no cost to Council, procure:
- (i) the execution by the Assignee of an appropriate deed where the Assignee agrees to be bound by the terms of this document; and
- (ii) the provision of all Securities to Council by the Assignee that the Developer is required to provide under this document (and any additional securities if required by Council acting reasonably) at the same time as, or prior to, entering into that deed.

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- (2) Council is under no obligation to consider granting its consent to any request made by the Developer or Owners under paragraph (1)(a) if, at the time the request is made, the Developer or Owners is in breach of this document.

17 Dispute Resolution – expert determination

- (1) This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
 - (a) the Parties to the Dispute agree that it can be so determined, or
 - (b) the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- (2) A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- (3) If a notice is given under clause 17(2), the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- (4) If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- (5) The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- (6) Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- (7) The Parties are to share equally the costs of the President, the expert, and the expert determination.

18 Dispute Resolution - mediation

- (1) This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 17 applies.
- (2) Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- (3) If a notice is given under clause 18(2), the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- (4) If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- (5) 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 by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- (6) Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.

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- (7) The Parties are to share equally the costs of the President, the mediator, and the mediation.

19 Force Majeure

19.1 Definition

In this clause 19, force majeure (**Force Majeure**), means any physical or material restraint beyond the reasonable control of a party claiming the Force Majeure and includes, without limitation, fire, the discovery of threatened species on the Land or industrial disputes.

19.2 Consequences of Force Majeure Event

- (1) If a party is unable by reason of Force Majeure to carry out wholly or in part its obligations under this document, it must:
- (a) give to the other party prompt notice of the Force Majeure with reasonably full particulars; and
 - (b) suggest an alternative method, if any, of satisfying its obligations under this document.
- (2) If a party is unable to satisfy its obligations under this document by an alternative method, the obligations of the parties so far as they are affected by the Force Majeure are then suspended during continuance of the Force Majeure and any further period as may be reasonable in the circumstances.

19.3 Inability to complete Works

- (1) The party giving such notice under this clause must use all reasonable effort and diligence to remove the Force Majeure or ameliorate its effects as quickly as practicable.
- (2) If the Developer is unable to Complete any part of the Works due to a Force Majeure event the Developer may elect to pay to Council the Contribution Value of the relevant works and upon amount of that amount being made to Council the obligation of the Developer to undertake the relevant item(s) of the Works under this document is discharged.

19.4 Exclusion of operation

The parties agree that this Force Majeure provision does not apply to an obligation of a party to transfer land or to pay money.

19.5 Dispute

If the parties are unable to agree on the existence of an event of Force Majeure or the period during which the obligations of the parties are suspended during the continuance of the Force Majeure, that dispute must be referred for determination under clause 17.

20 Breach of this document

20.1 Breach Notice

If the Developer or Owners breach this document, Council may serve a notice on the party who has committed the breach (**Breach Notice**) specifying:

- (1) the nature and extent of the alleged breach;
- (2) if:

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- (a) the breach is capable of being rectified other than by the payment of compensation, what Council requires the Developer to do in order to rectify the breach; or
- (b) the breach is not capable of being rectified other than by payment of compensation, the amount of compensation Council requires the Developer to pay in order to rectify the breach, and
- (3) the time within which Council requires the breach to be rectified, which must be a reasonable time of not less than forty (40) business days.

20.2 Events of Default

The Developer or Owners commit an **Event of Default** if that party:

- (1) fails to comply with a Breach Notice; or
- (2) becomes subject to an Insolvency Event.

20.3 Consequences of Events of default

Where the Developer commits an Event of Default, Council may, in addition to any rights it has at Law, call on any Security provided by the Developer in satisfaction of any costs incurred by it in remedying the relevant Event of Default.

20.4 Council may remedy Event of Default

- (1) If the Developer commits an Event of Default, the Council may do all things necessary to remedy the default, or to complete or make safe any Works, including entering, occupying and using any land owned or controlled by the Developer, and any Equipment on such land, for that purpose.
- (2) Any costs incurred by the Council in remedying a breach in accordance with clause 20.4 may be recovered by the Council, by either or a combination of the following means:
 - (a) by calling-up and applying the Security provided by the Developer under this Deed, or
 - (b) as a debt due in a court of competent jurisdiction.
- (3) For the purpose of clause (2), the Council's costs of remedying an Event of Default include, but are not limited to:
 - (a) the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - (b) all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - (c) all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- (4) Nothing in this clause 20.4 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

21 Termination, Rescission or Determination

21.1 Termination

This document terminates in the following events:

- (1) The parties agree in writing to terminate the operation of this document at any time.
- (2) Council serves notice on the Developer terminating this Planning Agreement where the Developer has failed to comply with a notice issued in accordance with clause 20.1.
- (3) The Development Consent lapses.

21.2 Consequence of termination

Upon termination of this Planning Agreement:

- (1) all future rights and obligations of the parties are discharged; and
- (2) all pre-existing rights and obligations of the parties continue to subsist.

21.3 Determination

This Planning Agreement will determine upon the Developer satisfying all of the obligations imposed on it in full.

22 Position of Council

22.1 Consent authority

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

22.2 Document does not fetter discretion

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

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

22.3 Severance of provisions

- (1) No provision of this document is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this document is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:
 - (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 22 is substantially satisfied; and
 - (b) in the event that paragraph (1)(a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this document has full force and effect; and
 - (c) to endeavour to satisfy the common objectives of the parties on relation to the provision of this document which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.

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- (2) Where the Law permits Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if Council has in this document contracted out of a provision or exercised a Discretion under this document, then to the extent of this document is not to be taken to be inconsistent with the Law.

22.4 No Obligations

Nothing in this document will be deemed to impose any obligation on Council to exercise any of its functions under the Act in relation to the Development Consent and Instrument Change, the Land or the Development in a certain manner.

23 Confidentiality

23.1 Document not Confidential

The terms of this document are not confidential and this document may be treated as a public document and exhibited or reported without restriction by any party.

23.2 Other Confidential Information

- (1) The parties acknowledge that:
- (a) Confidential Information may have been supplied to some or all of the parties in the negotiations leading up to the making of this document; and
 - (b) The parties may disclose to each other further Confidential Information in connection with the subject matter of this document.
 - (c) Subject to paragraphs (2) and (3), each party agrees:
 - (i) not to disclose any Confidential document received before or after the making of this document to any person without the prior written consent of the party who supplied the Confidential Information; or
 - (ii) to take all reasonable steps to ensure all Confidential Information received before or after the making of this document is kept confidential and protected against unauthorised use and access.
- (2) A party may disclose Confidential Information in the following circumstances:
- (a) in order to comply with the Law, or the requirements of any Authority; or
 - (b) to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the information confidential.
- (3) The obligations of confidentiality under this clause do not extend to information which is public knowledge other than as a result of a breach of this clause.

24 GST

24.1 Defined GST Terms

Defined terms used in this clause 24 have the meaning ascribed to them in the GST Law.

24.2 GST to be Added to Amounts Payable

- (1) If GST is payable on a Taxable Supply made under, by reference to or in connection with this document, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

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- (2) This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive.
 - (3) Unless otherwise expressly stated, prices or other sums payable or Consideration to be provided under or in accordance with this document are exclusive of GST.

24.3 GST Obligations to Survive Termination

This clause 24 will continue to apply after expiration of termination of this document.

25 Miscellaneous

25.1 Obligation to act in good faith

Without in any way fettering the discretion of the Council, the parties must at all times:

- (1) not unreasonably delay any action, approval, direction, determination or decision which is required of them;
- (2) make decisions that are required of them in good faith; and
- (3) be just and faithful in their activities and dealings with the other parties.

25.2 Legal costs

The Developer agrees to:

- (1) pay or reimburse the reasonable legal costs and disbursements of Council of the negotiation, preparation, execution, and stamping of this document;
- (2) pay the reasonable legal costs and disbursements referred to in paragraph (1) within ten (10) business days of receipt of a Tax Invoice from Council; and
- (3) pay or reimburse the legal costs and disbursements of Council arising from the ongoing administration and enforcement of this document including any breach or default by the Developer of its obligations under this document.

26 Administrative Provisions

26.1 Notices

- (1) Any notice, consent or other communication under this document must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (a) delivered to that person's address;
 - (b) sent by pre-paid mail to that person's address; or
 - (c) transmitted by facsimile to that person's address.
- (2) A notice given to a person in accordance with this clause is treated as having been given and received:
 - (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if sent by pre-paid mail, on the third Business Day after posting; and

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(c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

(3) For the purpose of this clause the address of a person is the address set out in this document or another address of which that person may from time to time give notice to each other person.

26.2 Entire Document

This document is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this document.

26.3 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

26.4 Cooperation

Each party must sign, execute and deliver all agreements, documents, instruments and act reasonably and effectively to carry out and give full effect to this document and the rights and obligations of the parties under it.

26.5 Counterparts

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

26.6 Amendment

This document may only be amended or supplemented in writing signed by the parties.

26.7 Unenforceability

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

26.8 Power of Attorney

Each attorney who executes this document on behalf of a party declares that the attorney has no notice of:

- (1) the revocation or suspension of the power of attorney by the grantor; or
- (2) the death of the grantor.

26.9 Governing law

The law in force in the State of New South Wales governs this document. The parties:

- (1) submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this document; and
- (2) may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

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Attachment 1

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Schedule 1– Requirements under s7.4

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
<p>Planning instrument and/or development application – (Section 7.4(1))</p> <p>The Developer has:</p> <p>(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) or (b) applies.</p>	<p>(a) Yes</p> <p>(b) Yes</p> <p>(c) Not applicable</p>
<p>Description of land to which this agreement applies – (Section 7.4(3)(a))</p>	<p>36/28024</p> <p>107/1260604</p> <p>106/1260604</p>
<p>Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b))</p>	<p>Yes</p>
<p>Application of section 7.11 of the Act – (Section 7.4(3)(d))</p>	<p>Does not apply (see clause 4.1).</p>
<p>Applicability of section 7.12 of the Act – (Section 7.4(3)(d))</p>	<p>Does not apply (see clause 4.1).</p>
<p>Consideration of benefits under this agreement if section 7.11 applies – (Section 7.4(3)(e))</p>	<p>Refer to clause 4.2 of this document.</p>
<p>Mechanism for Dispute resolution – (Section 7.4(3)(f))</p>	<p>See clause 17 and 18.</p>
<p>Enforcement of this agreement (Section 7.4(3)(g))</p>	<p>See clause 14.</p>
<p>No obligation to grant consent or exercise functions – (Section 7.4(3)(9))</p>	<p>See clause 22.</p>

Schedule 2 – Defined Terms and Interpretation

Part 1 – Definitions

Acquisition Act	means the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).
Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Approval	includes any approval, consent, licence, permission or the like other than a Development Consent.
Assign	as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.
Authority	means (as appropriate) any: <ol style="list-style-type: none"> (1) federal, state or local government; (2) department of any federal, state or local government; (3) any court or administrative tribunal; or (4) statutory corporation or regulatory body.
Bank Guarantee	means an irrevocable and unconditional undertaking without any expiry or end date by one (1) of the following trading banks: <ol style="list-style-type: none"> (1) Australia and New Zealand Banking Group Limited. (2) Commonwealth Bank of Australia. (3) Macquarie Bank. (4) National Australia Bank Limited. (5) St George Bank Limited. (6) Westpac Banking Corporation. (7) Any other financial institution approved by the Council, in its absolute discretion, in response to a request from the Developer.
Business Day	means a day of the week other than Saturday or Sunday on which banks are open for business generally in Sydney, and excludes public holidays.
Claim	against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
Completed	means completed in accordance with the requirements of this document.

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Completion Notice	has the meaning ascribed in clause 7.1.
Confidential Information	means any information and all other knowledge at any time disclosed (whether in writing and orally) by the parties to each other, or acquired by the parties in relation to the other's activities or services which is not already in the public domain and which: <ol style="list-style-type: none"> (1) is by its nature confidential; (2) is designated, or marked, or stipulated by either party as confidential (whether in writing or otherwise); (3) any party knows or ought to know is confidential; (4) is information which may be reasonably considered to be of a confidential nature.
Construction Certificate	has the same meaning as in section 6.4(d) of the Act.
Contributions	means the Works, Designated Land and Monetary Contributions.
Contribution Value	means the amount specified in Schedule 4 in the column headed "contribution value" for each item of the Works.
CPI	means the Consumer Price Index (All Groups - Sydney) as provided by the Australian Bureau of Statistics.
Defect	has the meaning ascribed to it in clause 9.1.
Defects Notice	has the meaning ascribed to it in clause 9.1.
Defects Liability Period	means, in respect of any item of Works, twelve (12) months from the date on which Council accepts ownership of those Works pursuant to clause 7 of this Deed.
Defects Liability Security	has the meaning given by clause 9.3
Design Approval and Maintenance Schedule	means the table in Schedule 6 .
Designated Land	means that part of the Land hatched as E2 zoned land on the plan that is attached as Annexure 1 .
Development	means the development by demolition of existing structures, remediation of contaminated land, staged subdivision to create residential lots and residue lots and associated site works with respect to the Land, the subject of current Development Consents and future Development Applications granted by the Council as modified from time to time.
Development Application	means an application for the Development Consent.
Development Consent	means the consent issued under the Act for the Development.
Development Contribution	means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the

	enforcement of that Party's obligations under this Deed for the purposes of s7.4(3)(g) of the Act.
Development Contribution Item	means an item of Development Contribution specified in Column 1 of Schedule 4 .
Dispute	has the meaning ascribed to it in clause 17(1).
Encumbrance(s)	means an interest or power: <ol style="list-style-type: none"> (1) reserved in or over an interest in any asset; (2) arising under, or with respect to, a Bio-Banking Agreement; (3) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, covenant, lease, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or (4) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation. <p>Encumber means to grant an Encumbrance.</p>
Event of Default	has the meaning ascribed to it in clause 20.2.
Final Lot	means a lot created in the Development for separate residential occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the parties, not being a lot created by a subdivision of the Land: <ol style="list-style-type: none"> (1) that is to be dedicated or otherwise transferred to Council; or (2) on which is situated a dwelling-house that was in existence on the date of this document.
Force Majeure	has the meaning ascribed to it in clause 19.
GST Law	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Insolvency Event	means the happening of any of the following events: <ol style="list-style-type: none"> (1) Application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order or an order is made that a body corporate be wound up. (2) An application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate or one of them is appointed, whether or not under an order.

- (3) Except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, agreement of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them.
- (4) A body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved.
- (5) A body corporate is or states that it is insolvent.
- (6) As a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**), a body corporate is taken to have failed to comply with a statutory demand;
- (7) A body corporate is or makes a statement from which it may be reasonably deduced that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act*.
- (8) A body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate.
- (9) A person becomes an insolvent under administration as defined in section 9 of the *Corporations Act* or action is taken which could result in that event.
- (10) A receiver, manager or receiver and manager is appointed to the Company.
- (11) A claim is filed in a court against a person that is not defended, released or otherwise settled within twenty eight (28) days of the date of its filing at the court.
- (12) Anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Instrument Change

means the planning proposal amending the following Camden LEP 2010 maps:

- (1) Land Zoning Map – Sheet LZN_017.
- (2) Height of Building Map - Sheet HOB_017.
- (3) Lot Size Map Sheet LSZ_017.

Land

means the “Land” set out in **Schedule 1**.

Law

means all legislation, regulations, by-laws, common law and other binding order made by any Authority.

Maintain	in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work.
Monetary Contributions	means the monetary contributions set out in Schedule 5 .
Occupation Certificate	has the same meaning as in section 6.4(c) of the Act.
Owners	means as tenants in common: <ol style="list-style-type: none"> (1) Kenneth Noel Broome and Lynne Broome as joint tenants in 50/100 share; (2) Jamie Noel Broome and Janet Josephine Broome as joint tenants in 25/100 share; and (3) Jamie Leslie Griffin and Rachael Griffin as joint tenants in 25/100 share, of folio identifier 36/28024; and (4) Aramis Investments Pty Ltd (ACN 124 643 554) in 50/100 share; and (5) The Difference Development Pty Limited (ACN 600 988 010) in 50/100 share, of folio identifiers 106/1260604 and 107/1260604.
Planning Legislation	means the Act, the <i>Local Government Act 1993</i> (NSW) and the <i>Roads Act 1993</i> (NSW).
Rectification Notice	has the meaning ascribed to it in clause 7.3.
Security	has the means ascribed to it in clause 14.1.
Subdivision Certificate	has the same meaning as in section 6.4(d) of the Act.
Work(s)	means the works specified or described in Column 1 of Schedule 4 .

Part 2 - Interpretational Rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this document.
reference to statutes	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
singular includes plural	the singular includes the plural and vice versa.
person	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

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

ORD05

Attachment 1

Schedule 3 – Designated Land

Item	Public Purpose	Quantity	Time for Completion
The whole of the Designated Land	Riparian Corridor Protection and Enhancement	17,539 sqm	On the registration of a plan of subdivision creating the first Final Lot adjoining the Designated Land.

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Schedule 4 – Works

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item of Works	Specification	Public Purpose	Quantity	Time for Completion	Contribution Value
1.1 Shared pathways including retaining walls	Topographic cadastral Survey works to design the shared pathways and other Active Open Space and Recreation works Consultant and Project Management Fees to complete the design the shared pathways and other Active Open Space and Recreation works Construction of Shared Pathways and retaining walls to provide Active Open Space and Recreation	Active Open Space and Recreation	1500 sqm of 3.0m wide shared pathway	Prior to the issue of the first Final Lot in the subdivision stage through which the pathway passes	\$745,000.00
1.2 Outdoor gym equipment	Construction of Outdoor Gym equipment to provide Active Open Space and Recreation	Active Open Space and Recreation	3 item	Prior to the issue of the first Final Lot in the subdivision stage within which outdoor gym equipment is situated	\$30,000.00
1.3 Landscaping in Designated Land	Construction of Landscaping to provide Active Open Space and Recreation	Active Open Space and Recreation	1 item	Prior to the dedication of the Designated Land.	\$35,000.00
1.4 Riparian Corridor	Construction of Riparian Corridor including drainage channel and vegetated banks	Riparian corridor	1 item	Prior to the dedication of the Designated Land.	Nil

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2.1 OSD Basin	<p>Topographic cadastral Survey works to design the OSD basin</p> <p>Civil and Structural design works to design the OSD basin as well as flooding assessment and project management of approvals</p> <p>Construction of the OSD Basin</p>	Stormwater Management	1 item	Prior to the issue of the first Final Lot in the subdivision stage that includes the OSD Basin	\$160,000.00
2.2 WSUD Elements	<p>Topographic cadastral Survey works to design WSUD elements (bio-filtration basins and Filter pits)</p> <p>Civil and Structural design works to design the WSUD elements (bio-filtration basins and Filter pits) as well as flooding assessment and project management of approvals</p> <p>Construction of various bio-filtration basins and Filter pits throughout the site</p>	Stormwater Management	1 item	Prior to the issue of the first Final Lot in the subdivision stage that includes the WSUD elements	\$265,000.00
3.1 Road Widening	<p>All works necessary to widen the Road Pavement to allow for a future pedestrian Refuge Island, including additional box culverts, \$4.55 Modification Application, and all Engineering Design works or monetary payment to Council equal to the Contribution Value</p>	Transport Management	1 item	Prior to the issue of the first Final Lot in the subdivision stage that creates the collector road (Arlington St) crossing the channel	\$30,000

	amount in Column 6 for this item.					
3.2 Pedestrian Refuge Island	Construction of Pedestrian Refuge Island or monetary payment to Council equal to the Contribution Value amount in Column 6 for this item	Transport Management	1 item	Prior to the issue of the first Final Lot in the subdivision stage that creates either the northern or southern shared pathway identified in item 1.1 above	\$10,000	

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Schedule 5 – Monetary Contributions

Item	Time for Completion	Contribution Value
Monetary Contributions	Prior to the issue of a Subdivision Certificate for a Final Lot.	\$4,400.61 per Final Lot.

Schedule 6– Design Approval and Maintenance Schedule

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Development Contribution Item	Location identifier on Works Plan	Status of Work	Design Approval required?	Maintenance regime required?	Maintenance Period	Vegetation Management Plan required?
Shared pathways including retaining walls	A	Work has not yet commenced	Yes	Yes	12 months	No
Outdoor gym equipment	B	Work has not yet commenced	Yes	Yes	12 months	No
Landscaping in Designated Land	C	Work has not yet commenced	Yes	Yes	12 months	No
OSD Basin	E	Work has not yet commenced	Yes	Yes	12 months	No
WSUD Elements	F	Work has not yet commenced	Yes	Yes	12 months	No
Riparian Corridor	D	Work has not yet commenced	Yes	Yes	5 Years	Yes
Pedestrian Refuge Island	H	Work has not yet commenced	Yes	Yes	12 months	No
Road Widening	G	Work has not yet commenced	Yes	Yes	12 months	No

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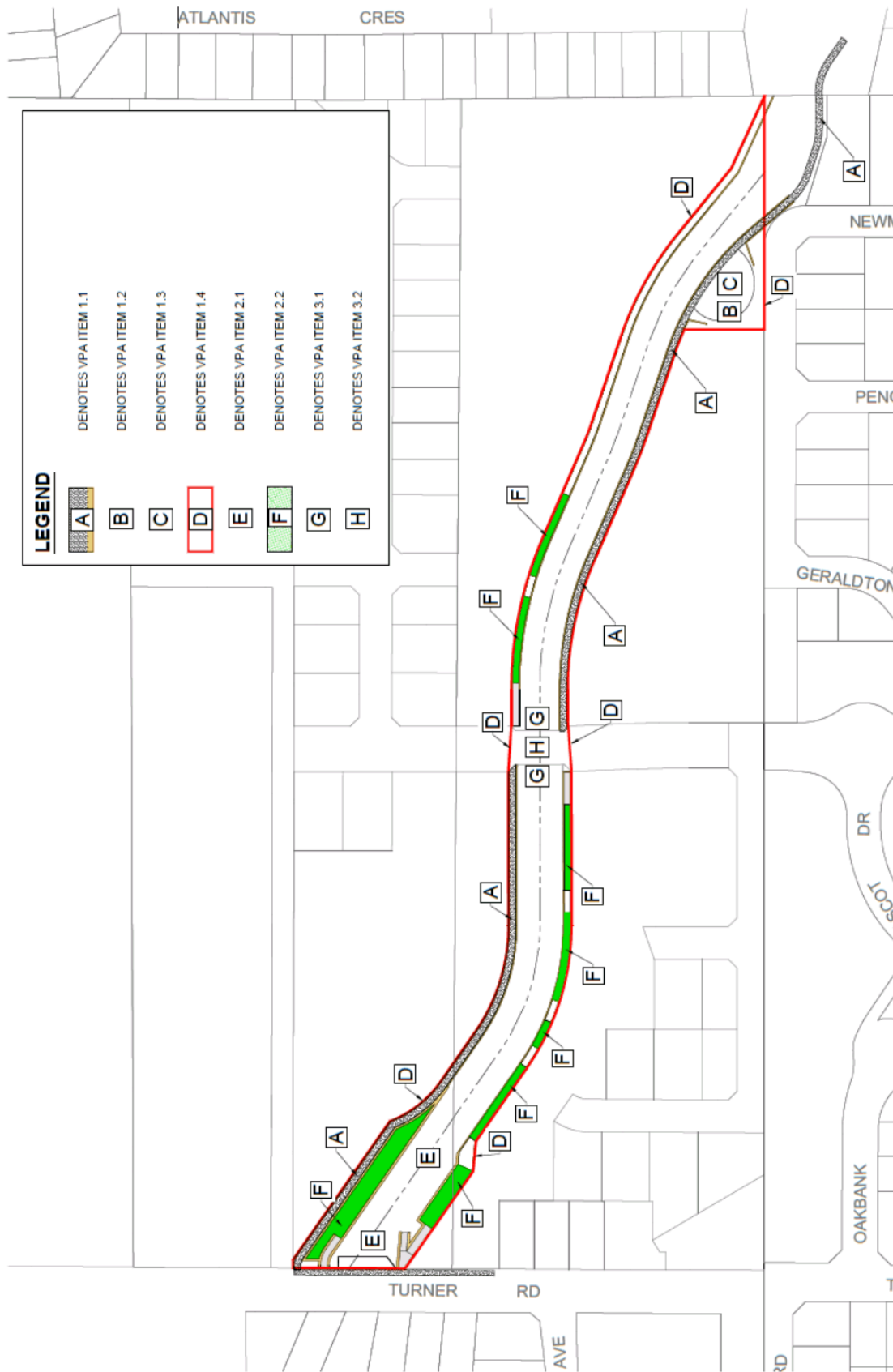
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Annexure 1 – Plan of Designated Land

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Attachment 1

Execution page

Executed as an agreement.

Dated:

Executed by Camden Council by its Chief Executive Officer and Mayor by the affixing of the Common Seal of Council in accordance with resolution dated .

General Manager (Signature)

Mayor (Signature)

Name of General Manager (Print Name)

Name of Mayor (Print Name)

Executed by Turner Road Developments NSW Pty Ltd in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

Name of Director/Secretary (Print Name)

Name of Director (Print Name)

Executed by Kenneth Noel Broome and Lynne Broome in the presence of:

Witness (Signature)

Kenneth Noel Broome (Signature)

Name of Witness (Print Name)

Lynne Broome (Signature)

Executed by Jamie Noel Broome and Janet Josephine Broome in the presence of:

Witness (Signature)

Jamie Noel Broome (Signature)

Name of Witness (Print Name)

Janet Josephine Broome (Signature)

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Executed by Jamie Leslie Griffin and Rachael Griffin in the presence of:

Witness (Signature)

Jamie Leslie Griffin (Signature)

Name of Witness (Print Name)

Rachael Griffin (Signature)

Executed by Aramis Investments Pty Ltd in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

Name of Director/Secretary (Print Name)

Name of Director (Print Name)

Executed by The Difference Development Pty Limited in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

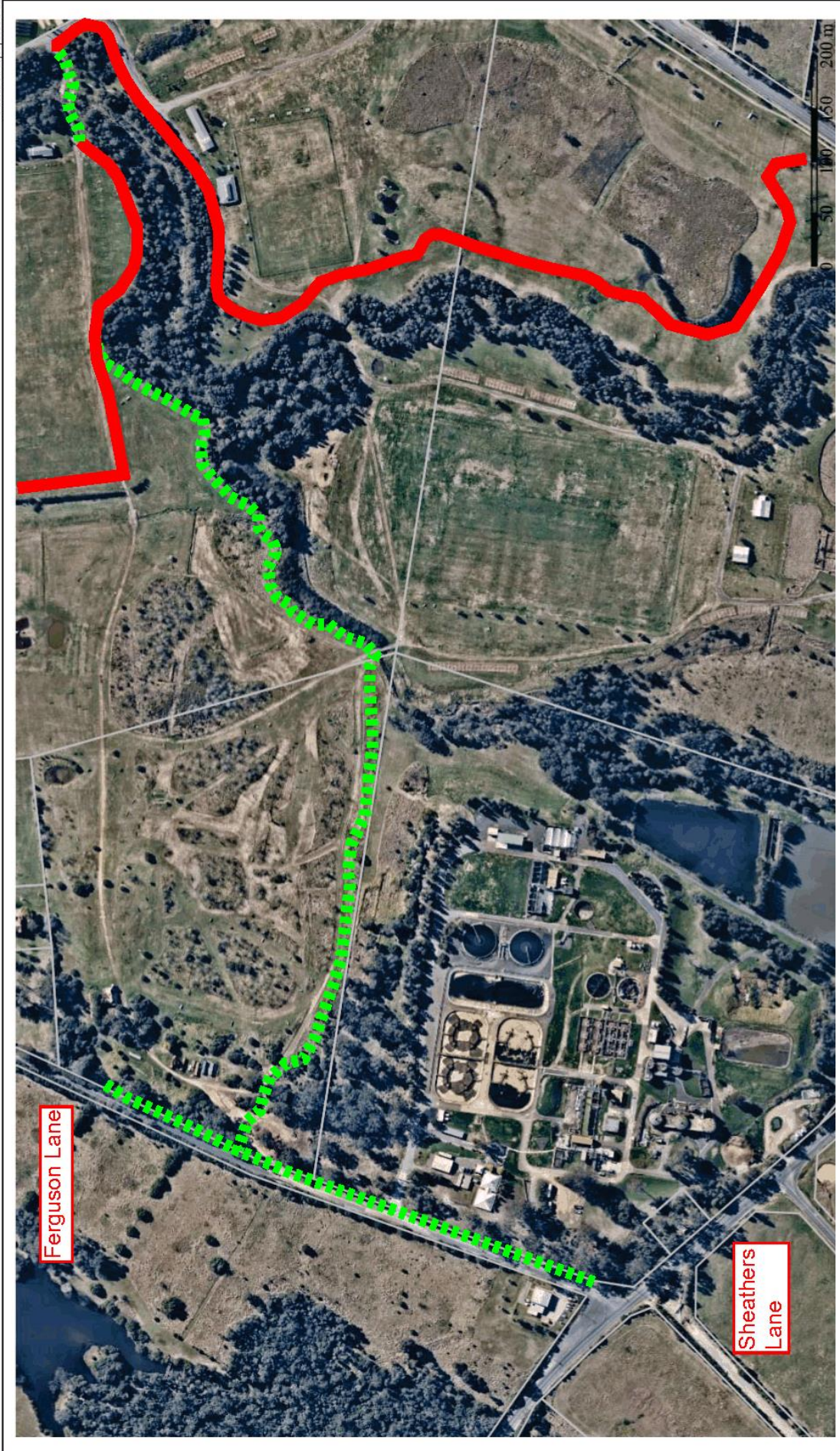
Name of Director/Secretary (Print Name)

Name of Director (Print Name)

Attachment 1

ORD06

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- Existing paths
- - - Proposed paths

Bicentennial Equestrian Park
Camden

Map Scale: 1:5000
Projection: GDA94 / MGA zone 56
Date: 25/08/2020 3:21 PM

Camden Council
70 Centuria Ave
ORAN PARK NSW 2570
Ph: 02 4854 7777
Fax: 02 4854 7829
Email: mail@camden.nsw.gov.au

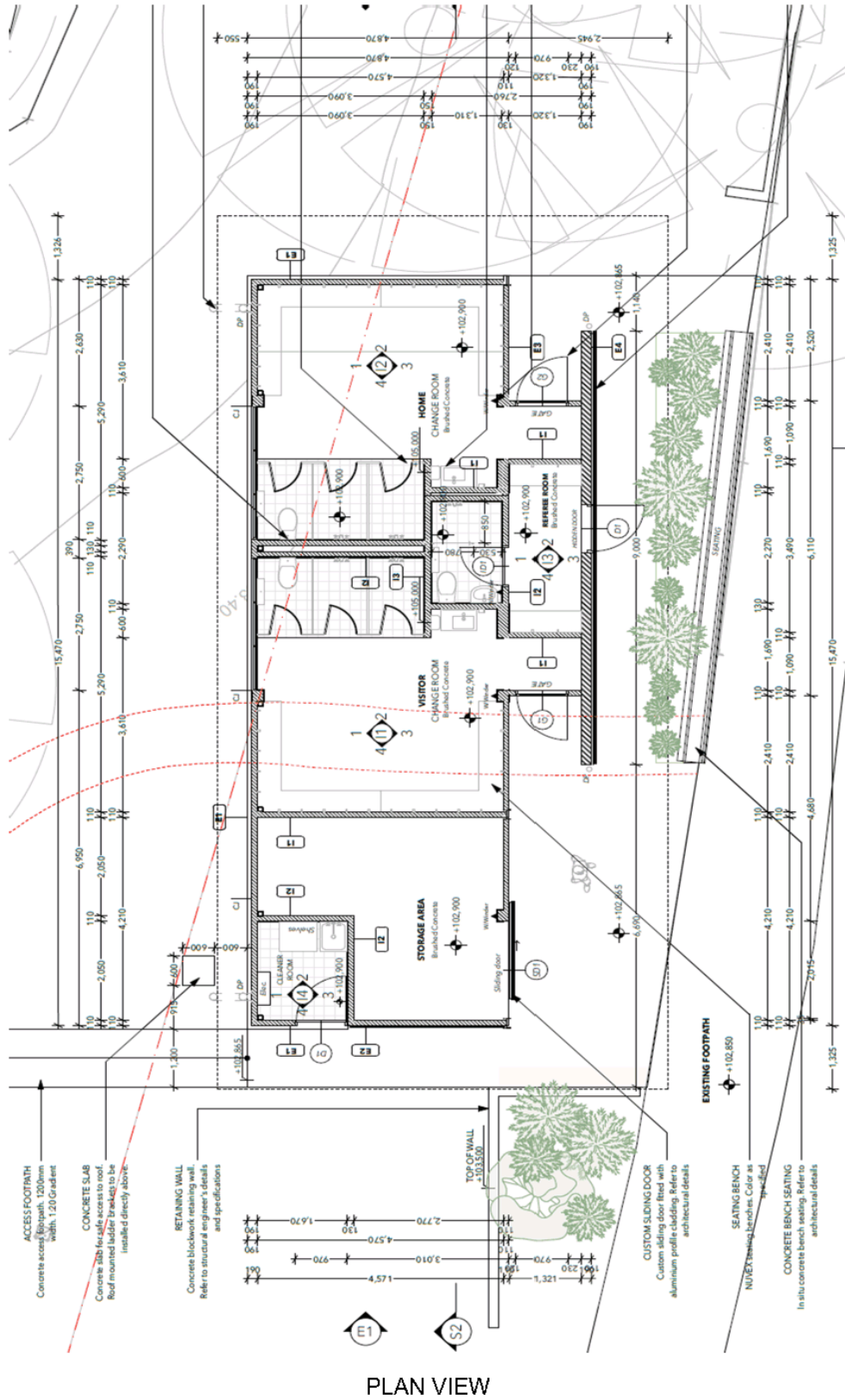
WANDARRAH RESERVE AMENITIES BUILDING



WANDARRAH RESERVE AMENITIES BUILDING LOCATION



AMENITIES BUILDING



PLAN VIEW