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Deed

190 Raby Road, Gledswood

Planning Agreement

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

Camden Council

Steven Chambers

Date:

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190 Raby Road, Gledswood Planning Agreement

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190 Raby Road, Gledswood Planning Agreement

Summary Sheet

Council:

Name: Camden Council

Address: 37 John Street, CAMDEN, NSW 2570

Telephone: (02) 4654 7777

Facsimile: (02) 4654 7829

Email: mail@camden.nsw.gov.au

Representative: Mr Ron Moore – General Manager

Developer:

Name: Steven Chambers

Address: 136 Victoria Road, North Parramatta, NSW 2150

Telephone: 9630 7377

Facsimile: 9630 6344

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Clause 9 and Schedule 1.

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

See clause 8.



Security:

See Part 4.

Registration:

See clause 30.

Restriction on dealings:

See clause 31.

Dispute Resolution:

See Part 3.

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190 Raby Road, Gledswood Planning Agreement

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

Parties

Camden Council ABN 31 117 341 764 of 37 John Street, Camden, NSW 2570
(Council)

and

Steven Chambers of 136 Victoria Road, North Parramatta, NSW 2150
(Developer)

Background

- A The Developer owns the Land.
- B The Developer has sought the preparation of the Planning Proposal for the purposes of the LEP Amendment to facilitate the Development.
- C The Parties enter into this Deed in connection with the LEP Amendment and the carrying out of the Development.

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



Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank Limited,
 - (iv) National Australia Bank Limited,
 - (v) St George Bank Limited,
 - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Camden CP 2011 means the *Camden Contributions Plan 2011*.

Catchment A means the part of the Land shown as 'Catchment A' on the Catchment Plan.

Catchment B means the part of the Land shown as 'Catchment B' on the Catchment Plan.

Catchment C means the part of the Land shown as 'Catchment C' on the Catchment Plan.

Catchment Plan means the sheet or sheets in Schedule 3.

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

Construction Certificate has the same meaning as in the Act.

Contribution Item means an item of Development Contribution specified in Column 1 of the table in Schedule 1.

Contribution Value in relation to a Contribution Item, means the \$ amount specified in Column 6 of the table in Schedule 1 corresponding to that Contribution Item indexed in the same manner as the Camden CP 2011.

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

CPI means the Consumer Price Index (All Groups - Sydney) published by the Australian Bureau of Statistics.

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 a Work is completed for the purposes of this Deed.

Development means any development, within the meaning of the Act, on the Land that is made permissible by the taking effect of the LEP Amendment and includes the subdivision of the Land into approximately 260 Final Lots.

Development Application has the same meaning as in the Act.

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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.

Dual Occupancy has the same meaning as in the Standard Instrument – Principal Local Environmental Plan.

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.

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:

- (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.

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.

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

Land means Lot 4 in DP 260703 otherwise known as 190 Raby Road, Gledswood.

LEP means the *Camden Local Environmental Plan 2010*.

LEP Amendment means an amendment to the LEP as described in the Planning Proposal.

LG Act means the *Local Government Act 1993*.

Map means the sheet or sheets in Schedule 2.

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.

Maintenance Period for a Work means the period of years specified in column 8 of Schedule 1 in respect of that Item of Work.

Party means a party to this Deed.

Permitted Encumbrances means the following registered encumbrances on the Land:

- P720206
- 2375527
- 6178069

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Plan of Management means a plan of management within the meaning of s36 of the LG Act.

Planning Proposal means the planning proposal, within the meaning of s3.33 of the Act, prepared by the Council proposing an amendment to the LEP to rezone the Land to partly R2 Low Density Residential and partly R5 Large Lot Development.

Principal Certifying Authority has the same meaning as in the Act.

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*.

Secondary Dwelling has the same meaning as in the Standard Instrument – Principal Local Environmental Plan.

Security means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council.

Stage means a stage of the Development approved by a Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.

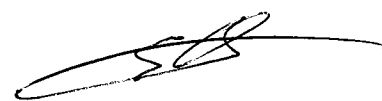
Subdivision Certificate has the same meaning as in the Act.

Vegetation Management Plan means a plan that contains provisions relating to the establishment and maintenance of land.

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

Works Value in relation to a Contribution Item, means the \$ amount specified in Column 5 of the table in Schedule 1 corresponding to that Contribution Item and indexed in the same manner as the Camden CP 2011.

- 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.
 - 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.



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- 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.

3 Commencement

- 3.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

A handwritten signature in black ink, appearing to be 'S. Chambers', with a large flourish underneath. To the right of the signature is a small handwritten mark that looks like 'W'.



4 Application of this Deed

4.1 This Deed applies to the LEP Amendment, the Land and the Development.

5 Warranties

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed, and

5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

6.1 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.

7 Surrender of right of appeal, etc.

7.1 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.

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

8.1 This Deed excludes the application of s7.11 of the Act to the first 260 Final Lots created in the Development, other than in respect development for one or more Dual Occupancies or Secondary Dwellings.

8.2 This Deed excludes the application of s7.12 of the Act to the Development.

8.3 This Deed does not exclude the application of s7.24 of the Act to the Development.

8.4 Development Contributions made under this Deed are not to be taken into consideration when determining a development contribution under s7.11 of the Act in relation to the Development, and the Council is not required to refund or reimburse the Developer for the value of any Development Contribution or part thereof made pursuant to this Deed, despite the provisions of the Camden CP 2011.

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Part 2 – Development Contributions

9 Provision of Development Contributions

- 9.1 The Developer is to make Development Contributions to the Council in accordance with Schedule 1, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 9.2 Any Contribution Value specified in this Deed in relation to a Development Contribution comprising the dedication of land or the carrying out of a Work does not serve to define the extent of the Developer's obligation to make the Development Contribution.
- 9.3 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.
- 9.4 Despite clause 9.3, 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.
- 9.5 A monetary Development Contribution specified in Schedule 1 is to be indexed from the date of this Deed to the date of payment in accordance with quarterly movements in the CPI.

10 Payment of monetary Development Contributions

- 10.1 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.

11 Dedication of land

- 11.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:
- 11.1.1 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* or creates a public reserve or drainage reserve under the *Local Government Act 1993*, or
- 11.1.2 the Council is given:
- (a) an instrument in registrable form under the *Real Property Act 1900* 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

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- (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.
- 11.2 The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 11.3 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) other than the Permitted Encumbrances and otherwise as agreed in writing by the Council.
- 11.4 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 agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.
- 11.5 Despite any other provision of this Deed, if the Developer is required to dedicate land to the Council on which the Developer is also required to carry out a Work under this Deed, the Developer is to comply with clause 11.1.2 not later than 7 days after the Work is completed for the purposes of this Deed.

12 Approval of Design of Work

- 12.1 Council must approve the design and specifications for each Work unless otherwise agreed in writing by the Council in relation to any particular Work.
- 12.2 Prior to commencing design of a Work, the Developer must request that the Council provide the Developer with its requirements for the location (generally in accordance with the Map), design, materials and specifications for the provision of the Work.
- 12.3 When requesting Council's requirements under clause 12.2 the Developer may provide a proposal, including preliminary concept designs to assist Council in preparing its requirements.
- 12.4 Once the Developer receives the Council's requirements for the Work under clause 12.2, the Developer is to provide the initial design for the Work to Council for the Council's approval.
- 12.5 The initial design for the Work is to include or be accompanied by such information as is required for the making of a Development Application for the Work including:
 - 12.5.1 a draft Plan of Management for the land on which the Work is to be located on its dedication to the Council, if that land will be classified as community land within the meaning of the LG Act; and
 - 12.5.2 a draft Vegetation Management Plan for the land on which the Work is to be located, if the Council has advised the Developer that a Vegetation Management Plan is required,
 - 12.5.3 a detailed maintenance regime for the Work, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.

aw

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- 12.6 The Council is to advise the Developer in writing whether it approves of the initial design of the Work within 2 months of receiving the initial design from the Developer.
- 12.7 The Developer will make any change to the initial design for the Work required by the Council.
- 12.8 The Developer is not to lodge any Development Application for a Work unless the Council has first approved the initial design for the Work and provided its written certification that the Development Application is consistent with the approved initial design of the Work.
- 12.9 The Council is to provide the written certification referred to in clause 12.8 within 14 days of being provided with a copy of the proposed Development Application by the Developer, unless the Council forms the view that the proposed Development Application is not consistent with the approved initial design of the Work.
- 12.10 A Development Application for Work is to be accompanied by the written certification referred to in clause 12.9 when lodged with the Council, as the consent authority.
- 12.11 The Developer is to bear all costs associated with obtaining the Council's approval to the initial design of a Work in Schedule 1 of this Deed under this clause.
- 12.12 Following Development Consent being issued for a Work, the Developer shall work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.
- 12.13 The Developer is not to lodge any application for a Construction Certificate for a Work, with any Principal Certifying Authority, unless the 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.
- 12.14 The Council is to provide the written certification referred to in Clause 12.13 within 14 days of being provided with a copy of the application for a Construction Certificate by the Developer, unless the Council forms the view that the application is not consistent with the approved detailed design of the Work.
- 12.15 Council's written certification outlined in clause 12.14 shall specify any particular milestones of construction of a Work and if so, the Developer is to provide the Council with a minimum of 24 hours' notice prior to commencing a particular milestone and allow the Council access to the relevant land to inspect the Work.
- 12.16 An application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 12.14 when lodged with the Council, as the consent authority.
- 12.17 For the avoidance of doubt, nothing in the clause shall be construed as fettering the Council's discretion, as consent authority, in determining any Development Application for the Work.

13 Carrying out of Work

- 13.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in

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accordance with a design or specification specified or approved by the Council, any relevant Approval and any other applicable law.

- 13.2 The Developer, at its own cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed.

14 Variation to Work

- 14.1 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
- 14.2 Without limiting clause 14.1, 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.
- 14.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 14.2.
- 14.4 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.
- 14.5 The Developer is to comply promptly with a direction referred to in clause 14.4 at its own cost.

15 Deferral of Work

- 15.1 Notwithstanding any other provision of this Deed, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time specified in column 4 of Schedule 1, then:
- 15.1.1 the Developer must provide written notice to the Council to that effect;
- 15.1.2 the Developer must provide the Council with Security in an amount being 100% of the value of the uncompleted part of the Work (calculated with reference to and not exceeding the Works Value before the date on which the application for the relevant Subdivision Certificate is made;
- 15.1.3 the Developer must provide to Council, for Council's approval, a revised completion date for the Work;
- 15.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer must negotiate in good faith and agree upon a revised completion date for the Work; and
- 15.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 15.1.4.



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- 15.2 If the Developer complies with clause 15.1, then it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in column 4 of Schedule 1.
- 15.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 15.1.4, then the Council may call on the Security to meet any of its reasonable costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.
- 15.4 The Council is to release and return the Security or any unused part of it to the Developer within 14 days of completion of the obligation to which the Security relates.
- 15.5 The Developer may at any time provide the Council with a replacement Security.
- 15.6 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 15.7 If the Council calls up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.
- 15.8 The Developer is to ensure that the Security held by the Council at all times equals 100% of the value of the uncompleted part of the Work (calculated with reference to the Works Value).

16 Access to land by Developer

- 16.1 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter any Council owned or controlled land in order to enable the Developer to properly perform its obligations under this Deed.
- 16.2 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 16.1.

17 Access to land by Council

- 17.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work.
- 17.2 The Council is to give the Developer prior reasonable notice before it enters land under clause 17.1.

18 Council's obligations relating to Work

- 18.1 The Council is not to unreasonably delay, hinder or otherwise interfere with the performance by the Developer of its obligations under this Deed, and is to use its reasonable endeavours to ensure third parties unrelated to the Developer do not unreasonably delay, hinder or otherwise interfere with the performance of those obligations.

A handwritten signature in black ink, appearing to be 'S. Chambers', with the initials 'SC' written to the right of the signature.



19 Protection of people, property & utilities

- 19.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
- 19.1.1 all necessary measures are taken to protect people and property,
 - 19.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 19.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 19.2 Without limiting clause 19.1, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

20 Repair of damage

- 20.1 Subject to clause 21.7, the Developer is to Maintain any Work required to be carried out by the Developer under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.
- 20.2 The Developer is to carry out its obligation under clause 20.1 at its own cost and to the satisfaction of the Council.

21 Completion of Work

- 21.1 The Developer is to give the Council written notice of the date on which it will complete Work required to be carried out under this Deed.
- 21.2 The Council is to inspect the Work the subject of the notice referred to in clause 21.1 within 14 days of the date specified in the notice for completion of the Work.
- 21.3 Work required to be carried out by the Developer under this Deed is completed for the purposes of this Deed when the Council, acting reasonably, gives a written notice to the Developer to that effect.
- 21.4 If the Council is the owner of the land on which Work the subject of a notice referred to in clause 21.3 is issued, the Council assumes responsibility for the Work upon the issuing of the notice, but if it is not the owner at that time, it assumes that responsibility when it later becomes the owner.
- 21.5 Before the Council gives the Developer a notice referred to in clause 21.3, it may give the Developer a written direction to complete, rectify or repair any specified part of the Work to the reasonable satisfaction of the Council.
- 21.6 The Developer, at its own cost, is to promptly comply with a direction referred to in clause 21.5.
- 21.7 The Developer will Maintain any Item for which a Maintenance Period is specified, during the Maintenance Period.

Two handwritten signatures in black ink. The first is a cursive signature, and the second is a stylized signature.



22 Rectification of defects

- 22.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 22.2 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.
- 22.3 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 22.1

23 Works-As-Executed-Plan

- 23.1 No later than 60 days after Work is completed for the purposes of this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 23.2 The Developer, being the copyright owner in the plan referred to in clause 23.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

24 Removal of Equipment

- 24.1 When Work on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
 - 24.1.1 remove any Equipment from Land and make good any damage or disturbance to the land as a result of that removal, and
 - 24.1.2 leave the land in a neat and tidy state, clean and free of rubbish.

Part 3 – Dispute Resolution

25 Dispute resolution – expert determination

- 25.1 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:
 - 25.1.1 the Parties to the Dispute agree that it can be so determined, or
 - 25.1.2 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.
- 25.2 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.
- 25.3 If a notice is given under clause 25.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

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- 25.4 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.
- 25.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 25.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 25.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

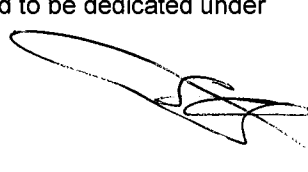
26 Dispute Resolution - mediation

- 26.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 25 applies.
- 26.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 26.3 If a notice is given under clause 26.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 26.4 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.
- 26.5 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.
- 26.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 26.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 4 - Enforcement

27 Acquisition of land required to be dedicated

- 27.1 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 \$1.00 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 27.2 The Council is to only acquire land pursuant to clause 27.1 if it considers 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.



aw



- 27.3 Clause 27.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 27.4 If, as a result of the acquisition referred to in clause 27.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council.
- 27.5 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.
- 27.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 27, including without limitation:
 - 27.6.1 signing any documents or forms,
 - 27.6.2 giving land owner's consent for lodgement of any Development Application,
 - 27.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
 - 27.6.4 paying the Council's costs arising under this clause 27.

28 Breach of obligations

- 28.1 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:
 - 28.1.1 specifying the nature and extent of the breach,
 - 28.1.2 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,
 - 28.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 28.2 If the Developer fails to fully comply with a notice referred to in clause 28.1, the Council may, without further notice to the Developer, remedy the Developer's breach, including by carrying out any Work under this Deed, and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.
- 28.3 Any costs incurred by the Council in remedying a breach in accordance with clause 28.2 may be recovered by the Council as a debt due in a court of competent jurisdiction
- 28.4 For the purpose of clause 28.3, the Council's costs of remedying a breach the subject of a notice given under clause 28.1 include, but are not limited to:
 - 28.4.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,

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- 28.4.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
- 28.4.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 28.5 Nothing in this clause 28 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.

29 Enforcement in a court of competent jurisdiction

- 29.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 29.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 29.2.1 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
 - 29.2.2 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

30 Registration of this Deed

- 30.1 The Parties agree to register this Deed for the purposes of s7.6(1) of the Act.
- 30.2 Not later than 10 days after the commencement of this Deed, the Developer is to deliver to the Council in registrable form:
 - 30.2.1 an instrument requesting registration of this Deed on the title to the Land duly executed by the Developer, and
 - 30.2.2 copies of the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration.
- 30.3 Within a reasonable time of receiving the instrument referred to in clause 30.2.1, the Council is to execute the instrument and deliver it to the Developer to be registered.
- 30.4 Within 7 days of receiving the instrument referred to in clause 30.2.1 from the Council, the Developer is to lodge the instrument with the Land and Property Information for registration, and is to provide written evidence that it has done so by that date.
- 30.5 The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 30.6 The Developer is to deliver to the Council, written evidence that this Deed has been registered on the title to the Land within 7 days of receiving confirmation of registration from the Land and Property Information.

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- 30.7 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
- 30.7.1 in so far as the part of the Land concerned is a Final Lot,
- 30.7.2 in relation to any other part of the Land, once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

31 Restriction on dealings

- 31.1 The Developer is not to:
- 31.1.1 sell or transfer the Land or any part, other than a Final Lot, or
- 31.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 31.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land 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
- 31.1.4 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
- 31.1.5 the Developer is not in breach of this Deed, and
- 31.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 31.2 Clause 31.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

Part 6 – Indemnities & Insurance

32 Risk

- 32.1 The Developer performs this Deed at its own risk and its own cost.

33 Release

- 33.1 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.

A handwritten signature in black ink, appearing to be 'S. Chambers', with a flourish extending to the right.



34 Indemnity

- 34.1 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.

35 Insurance

- 35.1 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Deed up until the Work is taken to have been completed in accordance with this Deed:
- 35.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
 - 35.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 35.1.3 workers compensation insurance as required by law, and
 - 35.1.4 any other insurance required by law.
- 35.2 If the Developer fails to comply with clause 35.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including by recovery as a debt due in a court of competent jurisdiction.
- 35.3 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 35.1.

Part 7 – Other Provisions

36 Annual report by Developer

- 36.1 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.
- 36.2 The report referred is to be in such a form and to address such matters as required by the Council from time to time.

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37 Review of Deed

- 37.1 The Parties agree to review this Deed annually, 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.
- 37.2 For the purposes of clause 37.1, 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.
- 37.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 37.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 37.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 37.5 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 37.1 (but not 37.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

38 Notices

- 38.1 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:
 - 38.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
 - 38.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
 - 38.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 38.2 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.
- 38.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 38.3.1 delivered, when it is left at the relevant address,
 - 38.3.2 sent by post, 2 business days after it is posted,
 - 38.3.3 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
 - 38.3.4 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.
- 38.4 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

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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.

39 Approvals and Consent

- 39.1 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.
- 39.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

40 Costs

- 40.1 Subject to clause 40.2, the Developer is to pay to the Council the Council's costs not exceeding \$10,000.00 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.
- 40.2 The Developer is to pay to the Council the Council's costs incurred for one or more of the purposes listed in clause 40.1, in excess of \$10,000.00 but only after the Parties agree in writing that such costs have been reasonably incurred.
- 40.3 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.

41 Entire Deed

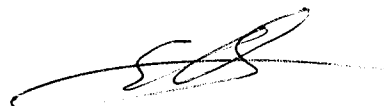

- 41.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 41.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except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

42 Further Acts

- 42.1 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.

43 Governing Law and Jurisdiction

- 43.1 This Deed is governed by the law of New South Wales.
- 43.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.



- 43.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

44 Joint and Individual Liability and Benefits

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

45 No Fetter

- 45.1 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.

46 Illegality

- 46.1 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.

47 Severability

- 47.1 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.
- 47.2 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.

48 Amendment

- 48.1 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 25D of the Regulation.

49 Waiver

- 49.1 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.

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- 49.2 A waiver by a Party is only effective if it is in writing.
- 49.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

50 GST

- 50.1 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.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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.

- 50.2 Subject to clause 50.4, 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.
- 50.3 Clause 50.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 50.4 No additional amount shall be payable by the Council under clause 50.2 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.
- 50.5 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 *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
 - 50.5.1 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;
 - 50.5.2 that any amounts payable by the Parties in accordance with clause 50.2 (as limited by clause 50.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 50.6 No payment of any amount pursuant to this clause 50, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly

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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.

- 50.7 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.
- 50.8 This clause continues to apply after expiration or termination of this Deed.

51 Explanatory Note

- 51.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 51.2 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 9)
Development Contributions

The table appears on the following page



Column 1 Item/ Contribution	Column 2 Public Purpose	Column 3 Manner & Extent	Column 4 Timing	Column 5 Works Value	Column 6 Contribution Value	Column 7 Item ID	Column 8 Maintenance Period
A. Carrying out of Work and Dedication of Land							
1. Local Open Space – OS1	Passive recreation	Dedication to Council of one local park of 0.475ha in the location marked as 'OS1' on the Map containing the following components: <ul style="list-style-type: none"> • playground; • paths; • seating; and • landscaping Or as agreed by Council.	Dedication of land and completion of Work prior to the issuing of the Subdivision Certificate that creates the 150 th Final Lot in the Development	Land: \$760,000 Works: \$595,777	N/A	OS1	1 year

190 Raby Road, Gledswood Planning Agreement

Camden Council

Steven Chambers



2. Local open space – EL1	Passive recreation	Dedication to the Council of embellished easement land (being open space within easement land) of 2.68ha in the location marked as 'EL1' on the Map containing the following components: <ul style="list-style-type: none"> • kick about space area • paths • seating; and • landscaping Or as agreed by Council	Dedication of land and completion of Work prior to the issuing of the Subdivision Certificate that creates the 250 th Final Lot in the Development	Land: \$3,449,135 Works: \$1,196,948	N/A	EL1	5 years
3. Vehicular creek crossing	Roads and traffic management	Construction of a vehicular crossing over the creek at the location marked as 'CC' on the Map on the northern boundary of the Land	Completion of Work prior to the issuing of the Subdivision Certificate that creates the 150 th Final Lot in the Development	Works: \$1,335,313	N/A	CC	1 year
4. Stage 1 Collector Road Full Width Construction	Roads and traffic management	Construction and dedication of full width collector road reserve (total carriageway width of 11m, total road reserve width of 19m) approximately 675m long in the location marked 'CR1' on the Map	Completion of Work prior to the issuing of the Subdivision Certificate that creates the 150 th Final Lot in the Development.	Land: \$1,961,456 Works: \$984,707	N/A	CR1	1 year

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5. Stage 2 Collector Road Full Width Construction	Roads and traffic management	Construction and dedication of full width collector road reserve (total carriageway width of 11m, total road reserve width 19m) approximately 670m long in the location marked 'CR2' on the Map	Completion of Work prior to the issuing of the Subdivision Certificate that creates the 201 st Final Lot in the Development	Land: \$1,946,926 Works: \$77,413	N/A	CR2	1 year
6. Shared pedestrian pathway and cycleway	Roads and traffic management	Construction and dedication of a concrete shared pedestrian pathway and cycleway 1,500m in length and 2.5m wide with an alignment and in the location marked as 'SPC' on the Map	Dedication of land and completion of Work prior to the issuing of the Subdivision Certificate that creates the 250 th Final Lot in the Development	Works: \$459,942	N/A	SPC	1 year
7. Water management – B1	Stormwater drainage	Dedication to the Council free of cost of 1.7ha of land for stormwater drainage in the location marked as 'B1' on the Map Construction of a stormwater basin in the location marked as 'B1' on the Map with a storage volume of 7,127m ³ and a bio-retention area of 4,686m ²	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Catchment C	Land: \$2,187,884 Works: \$2,184,839	N/A	B1	1 year

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8. Water management – B2	Stormwater drainage	<p>Dedication to the Council free of cost of 0.82ha of land for stormwater drainage in the location marked as 'B2' on the Map</p> <p>Construction of a stormwater basin in the location marked as 'B2' on the Map with a storage volume of 3,619m³ and a bio-retention area of 2,599m²</p>	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in either Catchment A or Catchment B, whichever is first	<p>Land: \$1,055,332</p> <p>Works: \$1,109,433</p>	N/A	B2	1 year
B. Monetary Contributions							
9. Monetary contributions	See description of public purposes in Column 3	<p>Developer to pay to the Council \$5,387.00 per Final Lot in the Development to be applied towards the following public purposes:</p> <ul style="list-style-type: none"> • Open Space and Recreation • Community Facilities • Contribution Plan Administration 	Prior to the issuing of the Subdivision Certificate that creates each Final Lot	N/A	<p>\$5,619.00 per Final Lot distributed as below:</p> <p>\$4,345</p> <p>\$833</p> <p>\$407</p>	N/A	N/A

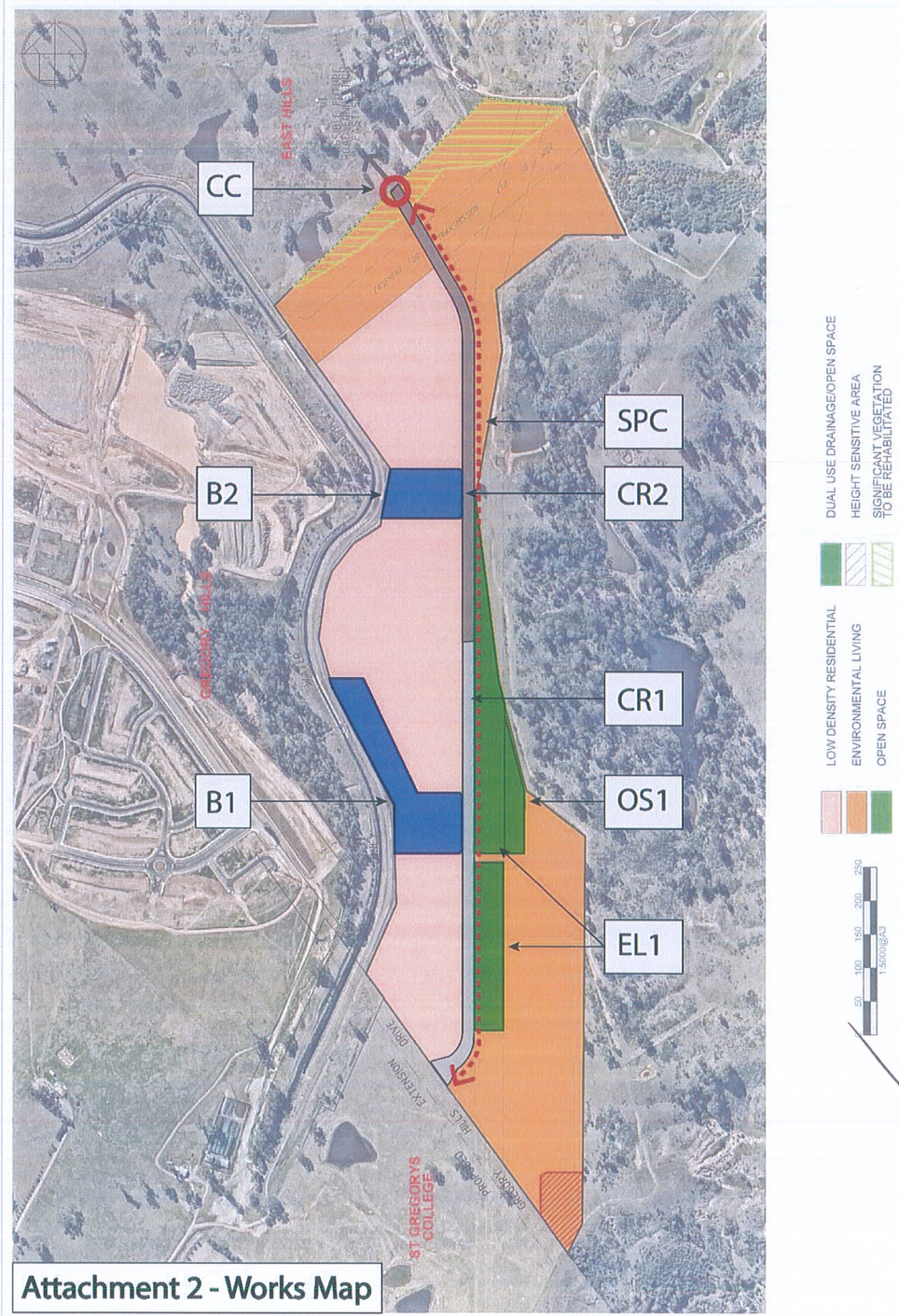


Schedule 2

(Clause 1.1)

Map

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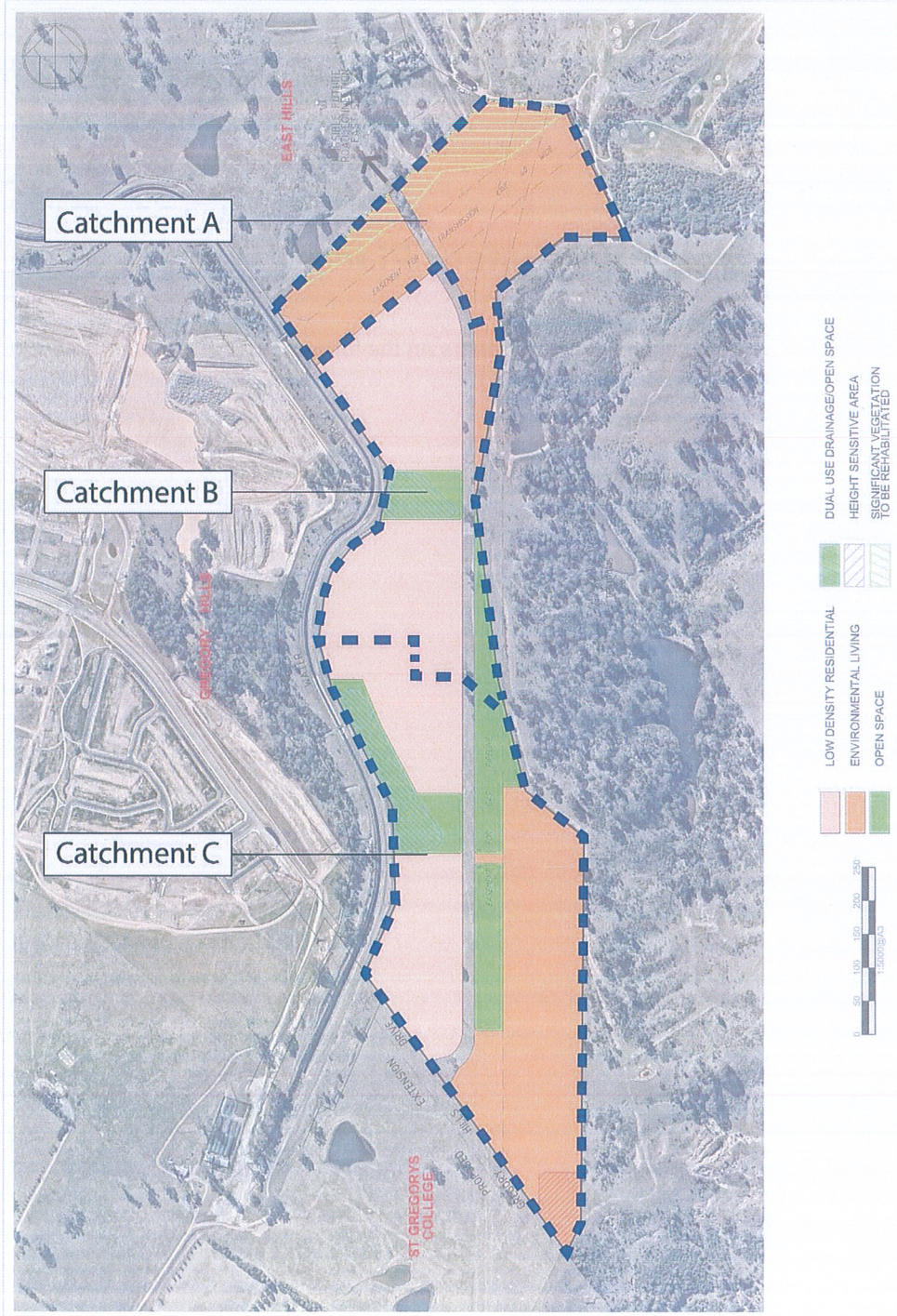


Schedule 3

(Clause 1.1)

Catchment Plan

The Catchment Plan appears on the following page



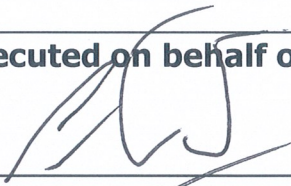


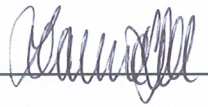
Execution

Executed as a Deed



Dated: 4.6.19

Executed on behalf of the Council


General Manager as attorney
Pursuant Power of Attorney
dated 23 February 2016.
Charles Weber
BK4703 NO 885
Mayor


Witness
Leanne Margaret Bell
70 Central Avenue
Oran Park.
Witness

Executed by the Developer


Steven Chambers

Witness
KEITH APPS-
Name of witness



Appendix

(Clause 51)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

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

Parties

Camden Council ABN 31 117 341 764 of 37 John Street, Camden, NSW 2570 (**Council**)

Steven Chambers of 136 Victoria Road, North Parramatta, NSW 2150 (**Developer**)

Description of the Land to which the Draft Planning Agreement Applies

Land means Lot 4 in DP 260703 otherwise known as 190 Raby Road, Gledswood

Description of LEP Amendment and Proposed Development

This Draft Planning Agreement is in connection with a proposed amendment to the *Camden Local Environmental Plan 2010* to rezone the Land to partly R2 Low Density Residential and partly R5 Large Lot Development

This Draft Planning Agreement is in connection with any development, within the meaning of the Act, on the Land that is made permissible by the taking effect of the LEP Amendment, as defined in the Draft Planning Agreement, and includes the subdivision of the Land into approximately 260 Final Lots.



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

Objectives of Draft Planning Agreement

The Draft Planning Agreement requires the Developer to provide Development Contributions to the Council in connection with the LEP Amendment and the carrying out of the Development.

The object of the Draft Planning Agreement is to facilitate the provision of monetary contributions, the carrying out of works and the dedication of land by the Developer to the Council.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the *Environmental Planning and Assessment Act 1979 (Act)*. The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are made by the Developer for various public purposes (as defined in s7.4(3) of the Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- relates to the LEP Amendment and the carrying out by the Developer of Development on the Land
- does not exclude the application of s7.11 and s7.12 of the Act to the Development,
- does not exclude the application of s7.12 of the Act to the Development,
- requires the carrying out work, dedication of land and payment of monetary contributions,
- is to be registered on the title to the Land,
- imposes restrictions on the Developer transferring the Land or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a Dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- 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 of the orderly and economic use and development of the Land to which the agreement applies,

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- provides and co-ordinates community services and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

How the Draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s1.3(c), (g) and (j) of the Act.

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

N/A

Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter

The Draft Planning Agreement promotes the elements of the Council's charter under s8(1) of the *Local Government Act 1993*:

- *To provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.*
- *To promote and to provide and plan for the needs of children.*
- *To properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development.*

These elements of the Council's Charter are promoted through the provision or improvement of various public facilities the need for which is created by the Development, including local parks, a crossing, a pedestrian pathway and cycleway network and stormwater management infrastructure, the dedication of land, and the payment of monetary contributions to the Council.

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

The Draft Planning Agreement does not impact on the Council’s Capital Works Program as there is no Contributions Plan applicable to the Land, therefore, the works to be carried out under the planning agreement are not identified within 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

This Draft Planning Agreement contains requirements that must be complied with before subdivision certificates are issued in respect of Development.

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