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Deed of Variation to Emerald Hills Planning Agreement

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Camden Council

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as Emerald Hills Estate)

D&AI Pty Ltd

Date: *15 February 2018*

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Deed of Variation to Emerald Hills Planning Agreement

Camden Council

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as
Emerald Hills Estate)



D&AI Pty Ltd

Deed of Variation to Emerald Hills Planning Agreement

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Deed of Variation to Emerald Hills Planning Agreement

Camden Council

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as
Emerald Hills Estate)



D&AI Pty Ltd

Deed of Variation to Emerald Hills Planning Agreement

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Parties

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

and

**Hazcorp Developments Pty Ltd and Taurus Development
Company Pty Ltd (trading as Emerald Hills Estate** ABN 78 608 138
379 of PO Box 373, Narellan, NSW 2567 (Developer)

and

D&AI Pty Ltd ABN 96 136 122 220 of PO Box 373, Narellan, NSW 2567
(Landowner)

Background

- A The Parties are Parties to the Planning Agreement.
- B Pursuant to clause 48 of the Planning Agreement, the Parties agree to amend the Planning Agreement to, amongst other things, change the number of Final Lots in the Development and the timing of the provision of Development Contributions, update title details in the description of the Land, and provide for the upgrade of the specified section of St Andrews Road and the construction of an additional playground.

Operative provisions

1 Interpretation

- 1.1 In this Deed the following definitions apply:
 - Deed** means this Deed of Variation and includes any schedules, annexures and appendices to this Deed.
 - Planning Agreement** means the Emerald Hills Planning Agreement pursuant to s93F of the *Environmental Planning and Assessment Act 1979* entered into between the Parties on 1 August 2014.
- 1.2 All other capitalised words used in this Deed have the meanings given to those words in the Planning Agreement.
- 1.3 Clauses 1.2, 41, 43, 45 and 47 of the Planning Agreement apply as if they form part of this Deed with any necessary changes.

Deed of Variation to Emerald Hills Planning Agreement

Camden Council

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as Emerald Hills Estate)



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2 Status of this Deed

- 2.1 This Deed is an amendment to the Planning Agreement within the meaning of clause 25C(3) of the Regulation.
- 2.2 This Deed is not a planning agreement within the meaning of s93F(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.

4 Warranties

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

5 Amendment to Planning Agreement

- 5.1 On and from the date this Deed takes effect the Planning Agreement is amended in accordance with the marking-up shown on the copy of the Planning Agreement contained in the Schedule.

6 Registration of this Deed

- 6.1 The parties agree that this Deed should be registered on the title of the Land:
 - 6.1.1 which is not a Final Lot, and
 - 6.1.2 for which the Landowner is the registered proprietor as at the date of this Deed.
- 6.2 Each Party will co-operate with each other in good faith to achieve the objectives set out in clause 6.1.
- 6.3 For avoidance of doubt, clause 30 of the Planning Agreement applies to this Deed in the same way that it applies to the Planning Agreement.

7 Costs

- 7.1 The Developer is to pay to the Council the Council's reasonable costs, being \$3,900.00 - \$4,300.00 + GST, for 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.
- 7.2 This clause continues to apply after expiration or termination of this Deed.

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Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as
Emerald Hills Estate)



D&AI Pty Ltd

8 Explanatory Note

- 8.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 8.2 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.

Deed of Variation to Emerald Hills Planning Agreement

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**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as
Emerald Hills Estate)**



D&AI Pty Ltd

Schedule

(Clause 5)

Amended Planning Agreement

The Planning Agreement as amended by this Deed appears on the following pages.

Deed

Emerald Hills Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Camden Council

**Hazcorp Developments Pty Ltd and Taurus Development
Company Pty Ltd (trading as Emerald Hills Estate)**

D&AI Pty Ltd

Date:

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Emerald Hills Planning Agreement

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**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

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**Emerald Hills
Planning Agreement**

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(trading as Emerald Hills Estate)**

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Emerald Hills Planning Agreement

Summary Sheet

Council:

Name: Camden Council

Address: 70 Central Avenue, Oran Park, NSW

Telephone: (02) 4654 7777

Facsimile: (02) 4564 7829

Email: mail@camden.nsw.gov.au

Representative: The General Manager

Developer:

Name: Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as Emerald Hills Estate)

Address: PO Box 373 Narellan NSW 2567

Telephone: (02) 4774 6000

Facsimile: (02) 4774 9932

Email: smcmahon@macarthurdevelopments.com.au

Representative: Stephen McMahon

Landowner:

Name: D&AI Pty Ltd

Address: PO Box 373 Narellan NSW 2567

Telephone: (02) 4774 6000

Facsimile: (02) 4774 9932

Email: dhazlett@cambrae.com.au or arnold@vastedevelopments.com.au

Representative: David Hazlett, Arnold Vitocco

Emerald Hills Planning Agreement

Camden Council

**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

D&AI Pty Ltd

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 s94, s94A and s94EF of the Act:

See clause 8.

Security:

See Parts 4 and 5.

Registration:

See clause 30.

Restriction on dealings:

See clause 31.

Dispute Resolution:

See Part 3.

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**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

D&AI Pty Ltd

Emerald Hills Planning Agreement

Under s93F 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**)

and

**Hazcorp Developments Pty Ltd and Taurus Development
Company Pty Ltd (trading as Emerald Hills Estate)** ABN 78 608 138
379 of PO Box 373 Narellan NSW 2567 (**Developer**)

and

D&AI Pty Ltd ABN 96 136 122 220 of PO Box 373 Narellan NSW 2567
(**Landowner**)

Background

- A The Landowner is the owner of the Land.
- B The Developer is prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Deed.

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).

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

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

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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 LG Act, 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.

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 Value means the \$ amount agreed between the Parties as the value of a Development Contribution made under this Deed as set out in Column 7 of Schedule 1.

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

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 the development of the Land for urban purposes generally in accordance with the Plans involving subdivision into up to 1342 Final Lots, establishment of a road, utilities and stormwater management network, provision of open space, recreation areas and community facilities, preservation of areas of ecologically endangered woodland, construction of commercial and retail floorspace, agreed road works to St Andrews Road and the construction of dwellings.

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 s93F(3)(g) of the Act.

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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.

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.

Indicative Layout Plan means sheet 1 of the Plans.

Instrument Change means the amendment of the *Camden Local Environmental Plan 2010* to rezone the Land for urban purposes.

Item means a Development Contribution specified in Column 1 of Schedule 1.

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

Land means all of the land in the Emerald Hills Estate that is within the area of the Council as shown on the Masterplan and comprising Lots 995-1064 DP 1198247, Lots 1101-1204 DP 1198248, Lots 1300-1402 DP 1198251, Lots 90-96 DP 1203161, Lots 201-204 DP 1210950, and Lot 102 DP 1192131.

LG Act means the *Local Government Act 1993*.

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 whether as a result of adverse weather, other act of God or otherwise.

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.

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

Plans means the suite of plans contained in Schedule 2..

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.

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Rectify means rectify, remedy or correct.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

Security means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council indexed annually in accordance with the annual movements in the Consumer Price Index (All Groups Sydney) published by the Australian Bureau of Statistics on and from the date of this Deed.

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, and generally as shown in the Plans.

Stage 1 Plan, Stages 2-6 Plan, Stages 7-8 Plan and Stages 9-11 Plan mean each of the plans so headed in Schedule 2.

Subdivision Certificate means a subdivision certificate within the meaning of the Act or a strata certificate within the meaning of the *Strata Schemes (Freehold Development) Act 1973* or in any other case, any other form of certificate which, on registration, authorises the creation of a new lot.

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.

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.

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.

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- 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 s93F(1) of the Act and is entered into in connection with the Instrument Change and the making of a Development Application for the Development.

3 Commencement

- 3.1 This Deed takes effect on the date when all Parties have executed one counterpart of 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.

4 Application of this Deed

- 4.1 This Deed applies to the Land and to 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.

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Camden Council

**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

D&AI Pty Ltd

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 or the Landowner are 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 s94, s94A and s94EF of the Act to the Development

- 8.1 This Deed excludes the application of s94 of the Act to the Development, subject to clause 8.4.
- 8.2 This Deed excludes the application of s94A of the Act to the Development, subject to clause 8.4.
- 8.3 This Deed does not exclude the application of s94EF of the Act to the Development.
- 8.4 For the avoidance of doubt, clauses 8.1 and 8.2 do not exclude the application of s94 or s94A of the Act to the development of dwellings, commercial and retail floorspace or any other development on the Final Lots although the benefits provided under this Deed referable to a Final Lot may be taken into consideration in determining a development contribution under section 94 of the Act in respect of development on that Final Lot.

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 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.

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- 9.4 Despite clause 9.2, 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 The Landowner is under no obligation to make Development Contributions under clause 9.1 (other than Items 18 to 26) except if the Landowner, participates in the carrying out of the Development to any extent. If so, the Landowner shall be taken to have the same obligations as the Developer.
- 9.6 A monetary Development Contribution specified in column 7 of Schedule 1 is to be indexed from the date of this Deed to the date of payment in accordance with the quarterly movements of the Consumer Price Index (All Groups Sydney) published by the Australian Bureau of Statistics.

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 LG Act, or
- 11.1.2 the Council is given:
- (a) an instrument in registrable form under the *Real Property Act 1900* duly executed by the Landowner 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.
- 11.2 The Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 11.3 The Landowner 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.

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- 11.4 If, having used all reasonable endeavours, the Landowner cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations, the Landowner or 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 Landowner is to comply with clause 11.1.2 not later than 28 days after the Work is completed for the purposes of this Deed.

12 Carrying out of Work

- 12.1 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 accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.
- 12.2 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.
- 12.3 Notwithstanding the generality of clause 12.1 or clause 13.1, prior to commencing a Work for which a Maintenance Period applies, the Developer must provide, and the Council must have earlier approved:
- 12.3.1 a draft Plan of Management for the land on which the Work is to be carried out; and
- 12.3.2 a suitable maintenance regime for the Work, and costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.

13 Approval of design of Works

- 13.1 Council must approve the design and specifications for each Work unless otherwise agreed in writing by the Council in relation to any particular Work.
- 13.2 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 Plans), design, materials and specifications for the provision of the Work.
- 13.3 When requesting Council's requirements under clause 13.2 the Developer may provide a proposal, including preliminary concept designs to assist Council in preparing its requirements.
- 13.4 Once the Developer receives the Council's requirements for the Work under clause 13.2, the Developer is to provide the initial design for the Work to Council for the Council's approval.
- 13.5 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:

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- 13.5.1 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
- 13.5.2 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,
- 13.5.3 a detailed maintenance regime for the Work, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 13.6 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.
- 13.7 The Developer will make any change to the initial design for the Work required by the Council.
- 13.8 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.
- 13.9 The Council is to provide the written certification referred to in clause 13.8 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.
- 13.10 A Development Application for Work is to be accompanied by the written certification referred to in clause 13.9 when lodged with the Council, as the consent authority.
- 13.11 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.
- 13.12 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.
- 13.13 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.
- 13.14 The Council is to provide the written certification referred to in Clause 13.13 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.
- 13.15 Council's written certification outlined in clause 13.14 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.

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- 13.16 An application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 13.14 when lodged with the Council, as the consent authority.
- 13.17 For the avoidance of doubt, nothing in the clause as fettering the Council's discretion, as consent authority, in determining any Development Application for the Work.

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 6 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 Contribution Value of the Work) 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 14.1.4.

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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 6 of Schedule 2.
- 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 Developer is to ensure that the Security held by the Council at all times equals the amount of the Security as indexed.

16 Access to the Land

- 16.1 The Landowner and the Developer are to permit the Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach by the Developer relating to the carrying out of a Work.
- 16.2 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under this Deed that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Deed.

17 Council's obligations relating to Work

- 17.1 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.

18 Protection of people, property & utilities

- 18.1 The Developer and the Landowner are to ensure to the fullest extent reasonably practicable in relation to the performance of their obligations under this Deed that:
 - 18.1.1 all necessary measures are taken to protect people and property,
 - 18.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 18.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 18.2 Without limiting clause 18.1, 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.

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19 Repair of damage

- 19.1 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.
- 19.2 The Developer is to carry out its obligation under clause 19.1 at its own cost and to the satisfaction of the Council.

20 Completion of Work

- 20.1 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.
- 20.2 The Council is to inspect the Work the subject of the notice referred to in clause 20.1 within 14 days of the date specified in the notice for completion of the Work.
- 20.3 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.
- 20.4 If the Council is the owner of the land on which Work the subject of a notice referred to in clause 20.1.3 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.
- 20.5 Before the Council gives the Developer a notice referred to in clause 20.3, it may give the Developer a written direction to complete, rectify or repair any specified part of the Work as soon as practicable to the reasonable satisfaction of the Council.
- 20.6 The Developer, at its own cost, is to promptly comply with a direction referred to in clause 20.5.
- 20.7 The Developer will Maintain any Item for which a Maintenance Period is specified, during that Maintenance Period.

21 Rectification of defects

- 21.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 21.2 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.
- 21.3 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 21.1

22 Works-As-Executed-Plan

- 22.1 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.

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- 22.2 The Developer, warrants that it is the copyright owner in the plan referred to in clause 22.1, and gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

23 Removal of Equipment

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

Part 3 – Dispute Resolution

24 Dispute resolution – expert determination

- 24.1 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:
- 24.1.1 the Parties to the Dispute agree that it can be so determined, or
- 24.1.2 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.
- 24.2 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.
- 24.3 If a notice is given under clause 24.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 24.4 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.
- 24.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 24.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 24.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

25 Dispute Resolution - mediation

- 25.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 24 applies.

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- 25.2 Such a Dispute 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.
- 25.4 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.
- 25.5 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.
- 25.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 25.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 4 - Enforcement

26 Security for performance of obligations

- 26.1 In this clause 26 the following definitions apply:

Final Lot Subdivision Certificate means a Subdivision Certificate that:

- (a) authorises the registration of a plan of subdivision or strata plan which, on registration, will create Final Lots; and
- (b) is able to be issued because a Development Consent for the Development granted after the date of this Deed is in force with respect to the proposed subdivision.

Security Amount means:

- (a) Security to the value of:
 - (i) \$TSCV divided by the Final Lots Per Stage for the relevant Stage in respect of which a Final Lot Subdivision Certificate is being sought, then multiplied by the number of Final Lots in that Stage for which Final Lot Subdivision Certificates have been issued or are sought; or
- (b) Security to the value of such other amount as the Developer and the Council agree in writing.

TSCV means the sum of the Contribution Values of the Items of Works (other than Item 29) which are to be located within the Stage in respect of which a Final Lot Subdivision Certificate is being sought, other than those Items within the Stage that have been completed in accordance with this Deed and are the responsibility of the Council.

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Final Lots Per Stage means:

- (a) In respect of Stage 1 - 268 lots;
- (b) in respect of Stage 2 - 142 lots;
- (c) in respect of Stage 3 - 89 lots;
- (d) in respects of Stage 4 - 119 lots;
- (e) in respect of Stage 5 - 126 lots;
- (f) in respect of Stage 6 - 105 lots;
- (g) in respect of Stage 7 - 101 lots;
- (h) in respect of Stage 8 - 64 lots;
- (i) in respect of Stage 9 - 95 lots;
- (j) in respect of Stage 10 - 110 lots;
- (k) in respect of Stage 11 - 108 lots;

subject to any increase made by the Developer to the number of Final Lots in a particular Stage as a result of including the additional 15 Final Lots which can be accommodated on Lot 2145 noted on the Stage 2-6 Plan in Schedule 2 the creation of which are part of the Development, but the staging of which are currently not known (**Additional Final Lots**), and, if the Additional Final Lots are to be developed after Stages 1-11, 'Final Lots Per Stage' means 15 lots for an additional Stage 12.

- 26.2 Prior to the issuing of any Final Lot Subdivision Certificate in respect of a Stage, the Developer is to provide the Council with a Security for the difference between the value of Security Amount and the Security already held by Council (if any) in respect of that Stage.
- 26.3 The Council, in its absolute discretion and despite clause 16, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out the Development if the Developer has not provided the Security to the Council in accordance with this Deed.
- 26.4 The Council may call-up and apply the Security in accordance with clause 28 to remedy any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- 26.5 The Council is to release and return the Security provided in respect of a Stage, or any unused part of it to the Developer within 14 days of the Developer and Landowner completing all of their obligations under this Deed in respect of that Stage.
- 26.6 The Developer may at any time provide the Council with a replacement Security.
- 26.7 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 26.8 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.

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- 26.9 The Developer is to ensure that the Security provided to the Council is at all times maintained to the full current indexed value.

27 Acquisition of land required to be dedicated

- 27.1 If the Landowner does not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 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 Landowner to dedicate the land required to be dedicated under this Deed.
- 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 Landowner, the Landowner and the Developer are to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on any Security provided under clause 26.
- 27.5 The Landowner and the Developer indemnify and keep 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 Landowner and the Developer are 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 Landowner or Developer is in breach of any obligation under this Deed, it may give a written notice to the Party it considers to be in breach:
- 28.1.1 specifying the nature and extent of the breach,
 - 28.1.2 requiring that Party to:
 - (a) rectify the breach if it reasonably considers it is capable of rectification, or

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- (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 Landowner or Developer fails to fully comply with a notice issued to it and referred to in clause 28.1, the Council may, without further notice to that Party or the Developer, call-up the Security provided by the Developer under this Deed and apply it to remedy the breach.
- 28.3 If the Developer fails to comply with a notice given under clause 28.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Landowner or Developer and any Equipment on such land for that purpose.
- 28.4 Any costs incurred by the Council in remedying a breach in accordance with clause 28.2 or clause 28.3 may be recovered by the Council by either or a combination of the following means:
 - 28.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
 - 28.4.2 as a debt due in a court of competent jurisdiction.
- 28.5 For the purpose of clause 28.4, the Council's costs of remedying a breach the subject of a notice given under clause 28.1 include, but are not limited to:
 - 28.5.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 28.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 28.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 28.6 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 Landowner or 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.

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Part 5 – Registration & Restriction on Dealings

30 Registration of this Deed

- 30.1 The Parties agree to register this Deed for the purposes of s93H(1) of the Act.
- 30.2 On execution, the Landowner and the Developer are to provide 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 Landowner, and
 - 30.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.
- 30.3 The Landowner and the Developer are to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 30.4 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:
 - 30.4.1 in so far as the part of the Land concerned is a Final Lot,
 - 30.4.2 in relation to any other part of the Land, once the Developer and Landowner have 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 Landowner and the Developer are not to:
 - 31.1.1 sell or transfer the Land, other than a Final Lot, or
 - 31.1.2 assign their rights or obligations under this Deed, or novate this Deed, to any person unless:
 - 31.1.3 they have, 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 Landowner's or 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 Landowner and 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 Landowner and Developer are 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.

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Part 6 – Indemnities & Insurance

32 Risk

- 32.1 The Developer and the Landowner perform their obligations under this Deed at their own risk and at their own cost.

33 Release

- 33.1 The Developer and the Landowner release the Council from any Claim they 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.

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 Landowner or 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 and the responsibility of the Council 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, the Landowner 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:

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- 35.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or
- 35.2.2 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.

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 maybe 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,

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- 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 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 The Developer is to pay to the Council the Council's 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.
- 40.2 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.

41 Entire Deed

- 41.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.

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- 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 bylaw.

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 SouthWales.
- 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 orduty.

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.

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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.
- 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

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- 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 51.2 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 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 Planning Deed.

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Schedule 1

(Clause 9)

Development Contributions

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
Carrying Out of Work							
1	1	OS1	Passive open space and recreation	Embellishment of approximately 25,711 sqm of passive open space at locations that are generally consistent with the areas identified as 'OS1' on the Stage 1 Plan and that is otherwise generally in accordance with the specification for Item OS1 detailed below: <ul style="list-style-type: none"> • Landscaping and informal "kick" around area to the requirements of Council. • Dog-off-leash area which may be located partially or wholly within TL1. • Bubbblers in conjunction with the picnic and dog-off- 	Prior to the issue of a Subdivision Certificate for the creation of the 268 th Final Lot within the Development.	(25,711 sqm x \$59,64/sqm + \$20,000 Furniture) \$1,553,404	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Subdivision or Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
2	1	TL1	Transmission Line Easement Open Space Embellishment	leash areas. Embellishment of approximately 25,013 sqm of transmission line easement land within the areas identified as 'TL1' on Stage 1 Plan and that is otherwise in accordance with the specification for Item TL1 as outlined below: <ul style="list-style-type: none"> Dog off Leash area similar in standard to Council's facility at River Road, Elderslie including bench seats, shelters, fencing, parking facilities, bins and dog play equipment 	Prior to the issue of a Subdivision Certificate for the creation of the 268 th Final Lot within the Development.	\$1,491,775	5 years
3	1	Dual Use Path	Active open space and recreation	Pedestrian and cycle footpath of 1,940 metres in length and 2.5 metres wide (4,850 sqm) in locations generally consistent with those marked "Dual Use Path" on the Stage 1 Plan and otherwise in accordance with Council's Engineering Design Specifications.	Prior to the issue of a Subdivision Certificate for the creation of the 268 th Final Lot within the Development.	(4,850sqm x \$90/sqm) \$436,500	1 year
4	2	OVAL	Active open space and recreation	A 3.194 ha approximately double playing field plus a 100 space car park in a location generally consistent with that marked "OVAL" on the Stage 2-6 Plan, and that is otherwise in accordance with the specification for Item	Prior to the issue of a Subdivision Certificate for the creation of	Local Multipurpose playing field inc Irrigation:	1 year

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Column 1 Item No.	Column 2 Relevant Stages	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
				<p>OVAL as outlined below:</p> <ul style="list-style-type: none"> • 2 Multipurpose playing fields each with a minimum playing dimension of 122m x 70m and/or to suit local senior competition requirements. Overlaid cricket and AFL fields dimensioned for local senior competitions and any necessary ancillary requirements (such as goalposts). Fields to be constructed in accordance with Camden Council's draft "Guidelines for Sportsfield Construction –A-Grade Community Sportsfield". • Sealed parking facilities. • Fencing. • Tiered concrete seating and bench seating with shade structures as reasonable. • Cricket nets and wicket. • Sportsfield lighting to 100 lux. • Bins. • Irrigation and rainwater re-use infrastructure. 	<p>the 410th Final Lot within the Development.</p>	<ul style="list-style-type: none"> • \$1,090,600; • <i>Playing Field Lighting:</i> • \$116,000; • <i>Local Sports Furniture:</i> • \$40,000; • <i>Local Sports Picnic Facilities:</i> • \$42,000; • <i>Cricket practice nets:</i> • \$33,000; • <i>Car Park (100 spaces x \$1250)</i> • \$125,000; and • <i>Allowance for retaining walls / stepped seating /shade structures</i> 	

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
5	2	Community Hall and amenities	Community facilities	<p>One combined community hall and amenities building of approximately 360 sqm (which contains 170 sqm of community floorspace) in a location adjoining the oval, generally consistent with that marked "Community Hall and Amenities" on the Stage 2-6 Plan that is otherwise in accordance with the specification for Item Community Hall as outlined below:</p> <ul style="list-style-type: none"> • Building to be constructed with a similar general layout and similar standard of design and construction to the facility at Ron Dine Reserve, South Camden; • External construction to include brick/masonry external walls, plasterboard to internal walls and ceiling, concrete floor and colorbond roof, gutters and downpipes; and • Internal fitout to include provision of security and fire alarm, provision of kitchenette sink / taps / laminex benchtop / cupboards / tiled splashback, kiosk roller shutter to kitchenette, provision of vinyl flooring to rooms and tiles to wet areas, provision of benches and toilets/ wash basins to change/toilet rooms, second fit plumbing and electrical, and painting of all internal walls, ceilings and internal and external doors and eaves. 	<p>Prior to the issue of a Subdivision Certificate for the creation of the 410th Final Lot within the Development.</p>	<p>\$200,000. \$1,646,600</p> <ul style="list-style-type: none"> • Base Building (360 sqm x \$2780): \$1,000,800. • Entry paving (400 sqm x \$150/sqm): \$60,000. • Allowance for retaining walls \$30,000. • \$1,090,800 	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifying Elements	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
6	2	PG1	Active open space and recreation	<ul style="list-style-type: none"> The external construction and internal fitout is to include reasonable environmentally sustainable design initiatives. One multi-purpose playspace which incorporates playground equipment and skate equipment in a location generally consistent with that marked "PG1" on the Stage 2-6 Plan (the playground and skate equipment may be provided in separate locations within the surrounds of Item 4 - OVAL subject to approval by Council under Clause 13 of this Deed) that is otherwise in accordance with the specification for item PG1 as outlined below: <ul style="list-style-type: none"> Playground to be similar in standard as that provided at Sedgwick Reserve, Currans Hill including fencing, seating and concrete edging otherwise to Council's specifications. Skate equipment including concrete areas, sliding rails and jumps. 	Prior to the issue of a Subdivision Certificate for the creation of the 410 th Final Lot within the Development.	<ul style="list-style-type: none"> Playground: \$100,000 Skate equipment: \$25,000 \$125,000 	
7	3	OS2	Passive open space and recreation	<ul style="list-style-type: none"> Embellishment of approximately 24,060 sqm of passive open space at locations that are generally consistent with the areas identified as 'OS2' on the Stage 2-6 Plan and that is otherwise in accordance with the specification for item OS2 below: <ul style="list-style-type: none"> Seating and bins to Council's requirements. 	Prior to the issue of a Subdivision Certificate for the creation of the 89 th Final Lot within	(24,060 sqm x \$59.64/sqm + \$20,000 furniture +100,000 toilets)	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
				<ul style="list-style-type: none"> • Landscaping. • Bubblers. • Toilet facilities of masonry/brick construction featuring two cubicles which are family/disabled appropriate. • Local Picnic Shelters/facilities (similar in standard to Narellan Urban Forest, Elyard Street, Narellan 	Stage 3.	\$1,554,938	
8	2	OS3	Passive open space and recreation	<p>Embellishment of approximately 3,860 sqm of passive open space at locations that are generally consistent with the areas identified as 'OS3' on the Stage 2-6 Plan and that is otherwise in accordance with the specification for Item OS3 below:</p> <ul style="list-style-type: none"> • Seating. • Landscaping and informal "kick" around areas. • Bubblers 	Prior to the issue of a Subdivision Certificate for the creation of the 142 nd Final Lot within Stage 2	(3,860sqm x \$59.64/sqm + \$20,000 furniture) \$250,210	1 year
9	2	TL2	Passive open space and recreation	<p>Embellishment of approximately 6,952 sqm of transmission line easement land within the areas identified as 'TL2' on the Stage 2-6 Plan and that is otherwise in accordance with the specification for Item TL2 below:</p> <ul style="list-style-type: none"> • Landscaping • Bench seating 	Prior to the issue of a Subdivision Certificate for the creation of the 142 nd Final Lot within Stage 2.	(6,952sqm x \$59.64/sqm) \$414,600	5 years

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
10	3	PG2	Active open space and recreation	<p>One playground in a location generally consistent with that marked "PG2" on the Stage 2-6 Plan that is otherwise in accordance with the relevant portions of the specification for Item PG2 below.</p> <ul style="list-style-type: none"> Playground to be similar in standard and value as that provided at Sedgwick Reserve, Currans Hill including fencing, seating and concrete edging otherwise to Council's specifications. 	Prior to the issue of a Subdivision Certificate for the creation of the 89 th Final Lot within Stage 3.	\$100,000	1 year
11	3	FT1	Active open space and recreation	<p>Fitness equipment situated along and adjoining footpath in a location, generally consistent with that marked "FT1" on the Stage 2-6 Plan that is otherwise in accordance with the specification for Item FT1 below.</p> <p>A minimum of five fitness stations to be provided at locations along the Fitness Trail. Fitness Stations shall be to standard similar to Wayne Gardner Reserve, Oran Park.</p>	Prior to the issue of a Subdivision Certificate for the creation of the 89 th Final Lot within Stage 3.	\$30,000	1 year
12	3	Dual use path	Active open space and recreation	<p>Pedestrian and cycle footpath of 1,084 metres in length and 2.5 metres wide (2,710 sqm) in locations generally consistent with those marked "Dual Use Path" on the Stage 2-6 Plan and otherwise in accordance with Council's Engineering Design Specifications</p>	Prior to the issue of a Subdivision Certificate for the creation of	(2.710sqm x \$90/sqm) \$243,900	1 year

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Column 1 Item No.	Column 2 Relevant Stages	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature/Status	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
13	2	OS4	Passive open space and recreation	<p>Embellishment of approximately 9,834 sqm of passive open space at locations that are generally consistent with the areas identified as 'OS4' on the Stages 2-6 Plan and that is otherwise in accordance with the specification for item OS4 below:</p> <ul style="list-style-type: none"> • Local Picnic Shelters/facilities (similar in standard to Narellan Urban Forest, Elyard Street, Narellan) • Seating and Bins to Council's requirements. • Landscaping and informal "kick" around areas. • Bubblers. • Public domain artwork to celebrate history and heritage of former school on site. 	<p>the 89th Final Lot within Stage 3.</p> <p>Prior to the issue of a Subdivision Certificate for the creation of the 142nd Final Lot within Stage 2.</p>	<p>(9,834sqm x \$59.64/sqm + \$20,000 furniture + 20,000 for artwork) \$627,036</p>	1 year
14	2	PG3	Active open space and recreation	<p>One playground in a location generally consistent with that marked "PG3" on the Stages 2-6 Plan that is otherwise in accordance with the specification for item PG3 below:</p> <ul style="list-style-type: none"> • Playground to be similar in standard and value as that provided at Sedgwick Reserve, Currans Hill including fencing, seating and concrete edging otherwise to Council's specifications. 	<p>Prior to the issue of a Subdivision Certificate for the creation of the 142nd Final Lot within Stage 2.</p>	\$100,000	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
15	2	Dual use path	Active open space and recreation	Pedestrian and cycle footpath of 210 metres in length and 2.5 metres wide (525 sqm) in locations generally consistent with those marked "Dual Use Path" on the Stages 2-6 Plan and otherwise in accordance with Council's Engineering Design Specifications	Prior to the issue of a Subdivision Certificate for the creation of the 142 nd Final Lot within Stage 2.	(525sqm x \$90/sqm) \$47,250	1 year
16	7	TL3	Passive open space and recreation	Embellishment of approximately 2,627 sqm of transmission line easement land within the areas identified as 'TL3' on the Stages 7-8 Plan and that is otherwise in accordance with the specification for item TL3 below: <ul style="list-style-type: none"> • Dog off Leash area similar in standard to Council's facility at River Road, Elderslie including bench seats, shelters, fencing, parking facilities, bins and dog play equipment. 	Prior to the issue of a Subdivision Certificate for the creation of the 101 st Final Lot within Stage 7.	(2,627sqm x \$59.64/sqm) \$156,674	5 years
17	11	Dual use path	Active open space and recreation	Pedestrian and cycle footpath of 293 metres in length and 2.5 metres wide (732 sqm) in locations generally consistent with those marked "Dual Use Path" on the Stages 9-11 Plan and otherwise in accordance with Council's Engineering Design Specifications	Prior to the issue of a Subdivision Certificate for the creation of the 108 th	(732sqm x \$90/sqm) \$65,880	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
18	7	TL3	Passive open space and recreation	<p>Embellishment of approximately 8,220 sqm of transmission line easement land within the areas identified as 'TL3' on the Stages 7-8 Plan and that is otherwise in accordance with the specification for Item TL3 below:</p> <ul style="list-style-type: none"> • Landscaping • Bench seating 	<p>Final Lot within Stage 11.</p> <p>Prior to the issue of a Subdivision Certificate for the creation of the 10^{1st} Final Lot within Stage 7.</p>	<p>(8,220 sqm x \$59.64/sqm + \$20,000 furniture) \$510,241</p>	5 years
19	7	Dual use path	Active open space and recreation	<p>Pedestrian and cycle footpath of 150 metres in length and 2.5 metres wide (375 sqm) in locations generally consistent with those marked "Dual Use Path" on the Stages 7-8 Plan and otherwise in accordance with Council's Engineering Design Specifications</p>	<p>Prior to the issue of a Subdivision Certificate for the creation of the 10^{1st} Final Lot within Stage 7.</p>	<p>(375sqm x \$90/sqm) \$33,750</p>	1 year
20	9	OS5	Passive open space and recreation	<p>Embellishment of approximately 3,305 sqm of passive open space at locations that are generally consistent with the areas identified as 'OS5' on the Stages 9-11 Plan and that is otherwise in accordance with the specification</p>	<p>Prior to the issue of a Subdivision Certificate for the creation of</p>	<p>(3,305sqm x \$59.64/sqm + \$20,000 furniture)</p>	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purposes	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
				<p>for Item OS5 below:</p> <ul style="list-style-type: none"> • Seating and Bins to Council's requirements. • Landscaping and informal "kick" around areas to Council's requirements. • Bubblers 	the 95 th Final Lot within Stage 9.	\$217,110	
21	9	PG4	Active open space and recreation	<p>One playground in a location generally consistent with that marked "PG4" on the Stages 9-11 Plan that is otherwise in accordance with the specification for item PG4 below:</p> <ul style="list-style-type: none"> • Playground to be similar in standard and value as that provided at Sedgwick Reserve, Currans Hill including fencing, seating and concrete edging otherwise to Council's specifications. • Reserve, Currans Hill including fencing, seating and concrete edging otherwise to Council's specifications. 	Prior to the issue of a Subdivision Certificate for the creation of the 95 th Final Lot within Stage 9.	\$105 000	1 Year
22	9	STA	Road upgrading works upon Public Road	Complete design process and obtain development consent and Construction Certificate for proposed public road upgrading works to be generally in accordance with civil plan referenced at Schedule 4 of this planning agreement and shown as STA at stages 9-11 Plan.	Prior to the issue of a Subdivision Certificate for the creation of the 1109 th	\$2 100 000 being the total estimated cost of works indexed to July	1 Year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
				Coordinate and fund construction to council specifications and relevant development consent.	Final Lot within the Development	2017	
Dedication of Land							
23	1	OS1, dual use paths	Passive open space and recreation	Dedication of approximately 25,711 sqm of embellished active and passive open space constructed under Item 1 (inclusive of dual use paths where constructed under Item 3) at locations that are generally consistent with the areas identified as 'OS1' on the Stage 1 Plan.	Within 28 days of Works Completion for Item 1 or at such later date as agreed between the parties.	(25,711 sqm x \$120/sqm residential) \$3,085,320	
24	1	TL1, dual use paths	Transmission Line Easement Open Space Embellishment, Active open space and recreation	Dedication of approximately 25,013 sqm of embellished transmission line easement land constructed under Item 2 (inclusive of dual use paths where constructed under Item 3) at locations that are generally consistent with the areas identified as 'TL1' on the Stage 1 Plan.	Within 28 days of Works Completion for Items 2 and 3 (whichever is the later), or at such later date as agreed between the	\$nil	

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Location on Plans	Column 4 Buildable Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
25	2	OVAL, PG1, Community Hall, dual use paths	Active open space and recreation, community hall	Dedication of approximately 31,940 sqm of embellished active and passive open space (inclusive of dual use paths constructed under Item 12, the OVAL constructed under Item 4, the playground and skate equipment constructed under Item 6, the community hall and amenities building constructed under Item 5 and any associated car parking area and traffic management areas) at locations that are generally consistent with the areas identified as 'OVAL' on the Stage 2-6 Plan.	parties. Within 28 days of Works Completion for Items 12, 4 or 6 (whichever is the later), or at such later date as agreed between the parties.	(31,940sqm x \$120/sqm residential) \$3,832,800	
26	3	OS2, FT1, PG2, dual use paths	Passive Open Space and Recreation	Dedication of approximately 24,060 sqm of embellished active and passive open space constructed under Item 7 (inclusive of the playground where constructed under Item 10, the fitness trail where constructed under Item 11, and the dual use paths where constructed under Item 12) at locations that are generally consistent with the areas identified as 'OS2' on the Stage 2-6 Plan.	Within 28 days of Works Completion for Items 7, 10, 11 and 12 (whichever is the later), or at such later date as agreed between the parties.	(24,060 sqm x \$120/sqm residential) \$2,887,200	
27	2	OS3, dual	Passive Open Space and	Dedication of approximately 3,860 sqm of embellished active and passive open space constructed under Item 8	Within 28 days of Works	(3,860 sqm x \$120/sqm	

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Classification on Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
		use paths	Recreation	(inclusive of dual use paths where constructed under Item 15) at locations that are generally consistent with the areas identified as 'OS3' on the Stage 2-6 Plan.	Completion for Items 8 and 15 (whichever is the later), or at such later date as agreed between the parties.	residential) \$463,200	
28	2	TL2, dual use path	Passive open space and recreation	Dedication of approximately 6,952 sqm of embellished passive open space constructed under Item 9 (inclusive of dual use paths where constructed under Item 15) at locations that are generally consistent with the areas identified as 'TL2' on the Stage 2-6 Plan.	Within 28 days of Works Completion for Items 9 and 15 (whichever is the later), or at such later date as agreed between the parties.	Nil	
29	2	OS4, PG3, dual use path	Passive open space and recreation	Dedication of approximately 9,834 sqm of embellished passive open space constructed under Item 13 (inclusive of playground PG3 constructed under Item 14 and dual use paths constructed under Item 15) at locations that are generally consistent with the areas identified as 'OS4' on the Stages 2-6 Plan	Within 28 days of Works Completion for Items 13, 14 and 15 (whichever is the later) or at	(9,834sqm x \$120/sqm residential) \$1,180,080	

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier element	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
30	7	TL3	Passive open space and recreation	Dedication of approximately 2,627 sqm of embellished passive open space under Item 16 (inclusive of dual use paths where constructed under Item 17) at locations that are generally consistent with the areas identified as 'TL3' on the Stages 7-8 Plan	such later date as agreed between the parties. Within 28 days of Works Completion for Item 16 or at such later date as agreed between the parties.	\$nil	
31	7	TL3	Passive open space and recreation	Dedication of approximately 8,220 sqm of embellished passive open space under Item 18 (inclusive of dual use paths where constructed under Item 19) at locations that are generally consistent with the areas identified as 'TL3' on the Stages 7-8 Plan	Within 28 days of Works Completion for Item 18 and 19 (whichever is the later), or at such later date as agreed between the parties.	\$nil	

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifying OS/Plans	Column 4 Public Purpose	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
32	9	OS5	Passive Open Space and Recreation	Dedication of approximately 3,305 sqm of embellished passive open space constructed under Item 20 (inclusive of the playground PG4 constructed at Item 21) at locations that are generally consistent with the areas identified as 'OS5' on the Stages 9-11 Plan.	Within 28 days of Works Completion for Items 20 and 21 or at such later date as agreed between the parties.	(3,305 sqm x \$120/sqm residential) \$396,600	
Monetary Contributions							
33	B	N/A	Community Facility	Contribution towards community facilities at Leppington Town Centre of: <ul style="list-style-type: none"> • \$85.91 per Final Lot which is 300 sqm or greater in area; or • \$65.69 per Final Lot which is 299 sqm or lesser in area. 	Prior to the issue of a Subdivision Certificate for the creation of a Final Lot.	N/A	

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Planning Component	Column 4 Public Purpose	Column 5 Nature/Reason	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
34	N/A	N/A	Administration	Contribution towards the administration of this Deed of \$240.30 per Final Lot for the first 268 Final Lots and then \$245.91 for the remaining Final Lots, to a maximum of \$264,110, for the remaining Development.	Prior to the issue of a Subdivision Certificate for the creation of a Final Lot.	N/A.	
Miscellaneous Works							
35	ALL	Water Cycle Managem ent	Water Cycle Management	<p>The deployment of a water cycle management system which:</p> <ul style="list-style-type: none"> Achieves the water outcomes and objectives (as described in Schedule 3 of this Deed) for each sub-catchment on the Land; Includes the embellishment of riparian corridor land located within the area shown as 'Riparian Corridor' and hatched on the Indicative Layout Plan; and Insofar as the deployment of the system and the embellishment of riparian corridor land requires the dedication of land, it is to be generally consistent with the Indicative Layout Plan. 	Prior to the issuing of a Subdivision Certificate for any Final Lot, but only to the extent as is necessary for the Final Lot(s) concerned to be serviced by the system.	\$25,264,000	1 year

Emerald Hills Planning Agreement

Camden Council

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as Emerald Hills Estate)

D&AI Pty Ltd

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Individual Complaints	Column 4 Public Infrastructure	Column 5 Nature/Extent	Column 6 Timing	Column 7 Contribution Value (4 x \$15,000)	Column 8 Maintenance Period (if applicable)
36	ALL	N/A	Public Transport Infrastructure	The provision of four bus shelters at appropriate locations on the future internal bus route, which will follow the local collector road as shown on the Indicative Layout Plan. The final location of the bus shelters will be determined in consultation with Council and the relevant bus service provider.	Prior to the commencement of internal bus services within the Development	\$60,000	1 year

Emerald Hills Planning Agreement

Camden Council

**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

D&AI Pty Ltd

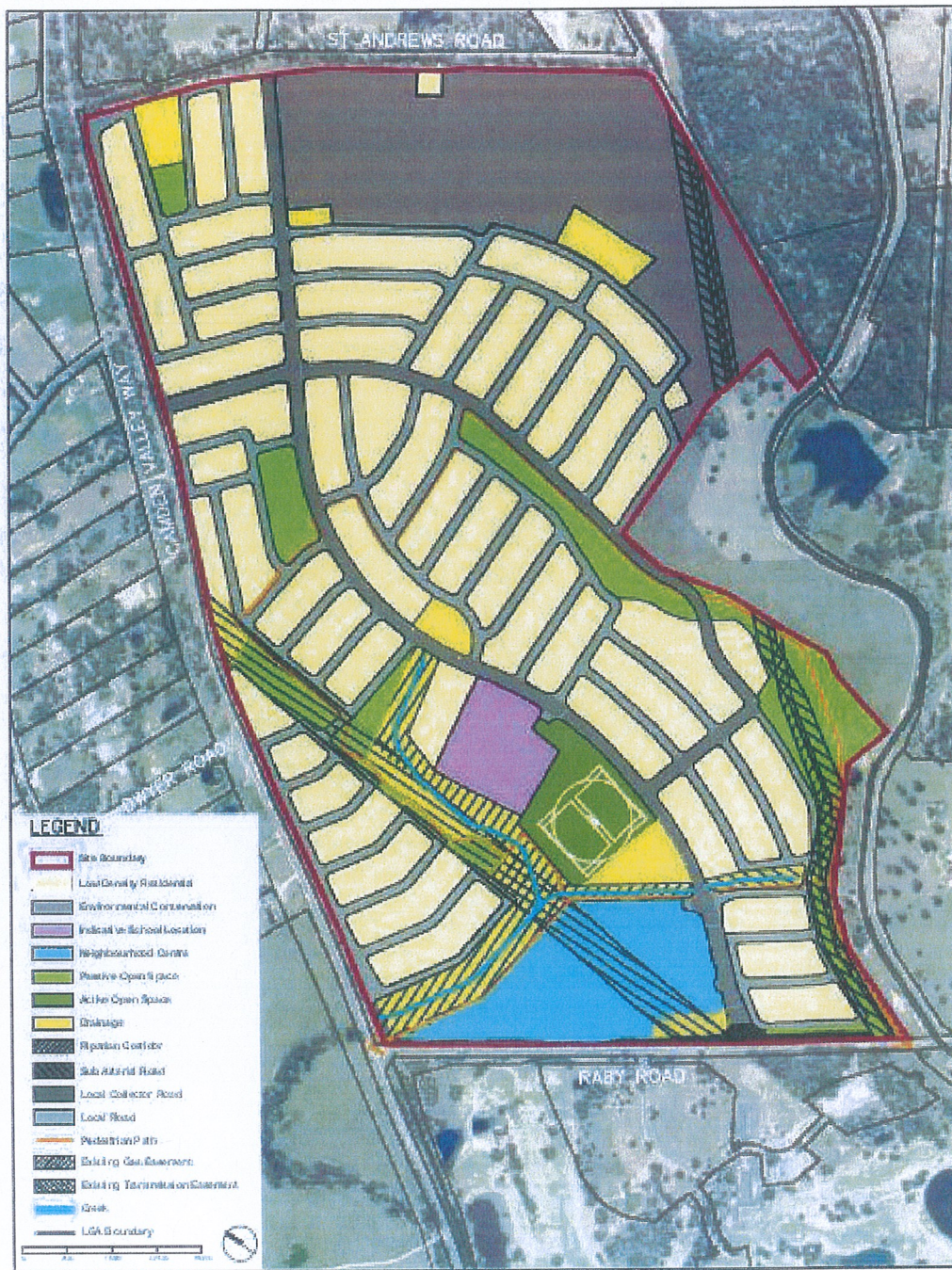
Schedule 2

(Clause 1.1)

Plans

(see following 5 pages)










Indicative Layout Plan

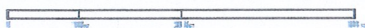


Stage 1 Plan

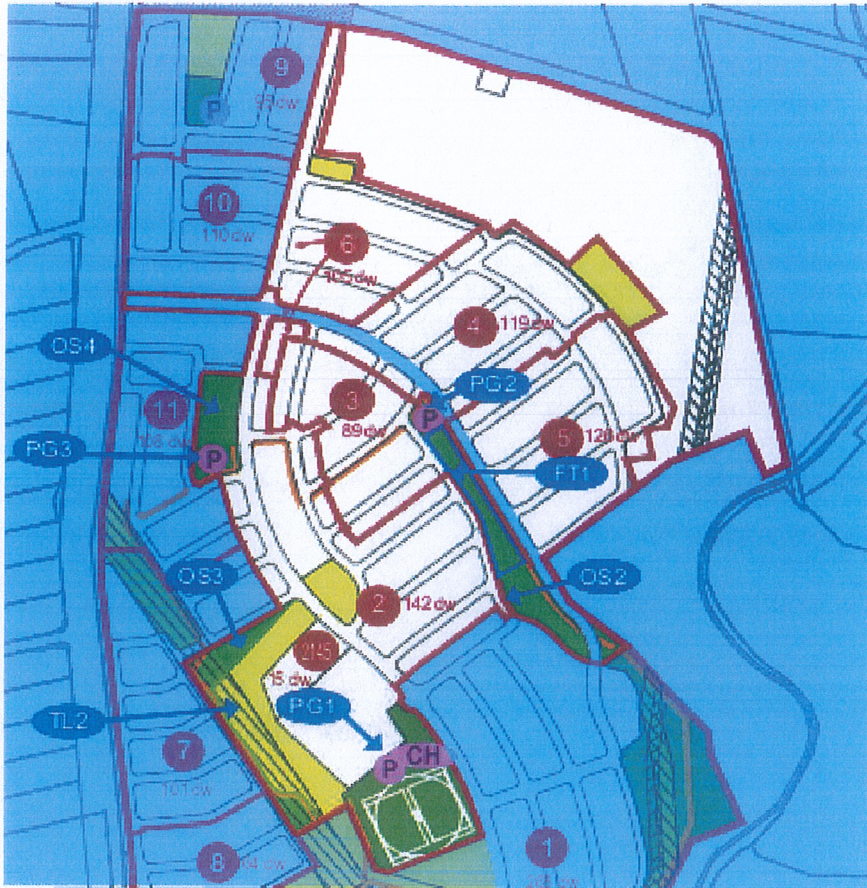


EMERALD HILLS ESTATE
DRAFT INDICATIVE LAY OUT PLAN
22 August 2017

-  Stage Boundary and Number
-  Dual Use Path
-  Fitness Trail
-  Transmission Line Open Space
-  Passive Open Space
-  Oval
-  Water Cycle Management
-  Community Hall and Amenities
-  Playground



Stage 2-6 Plan

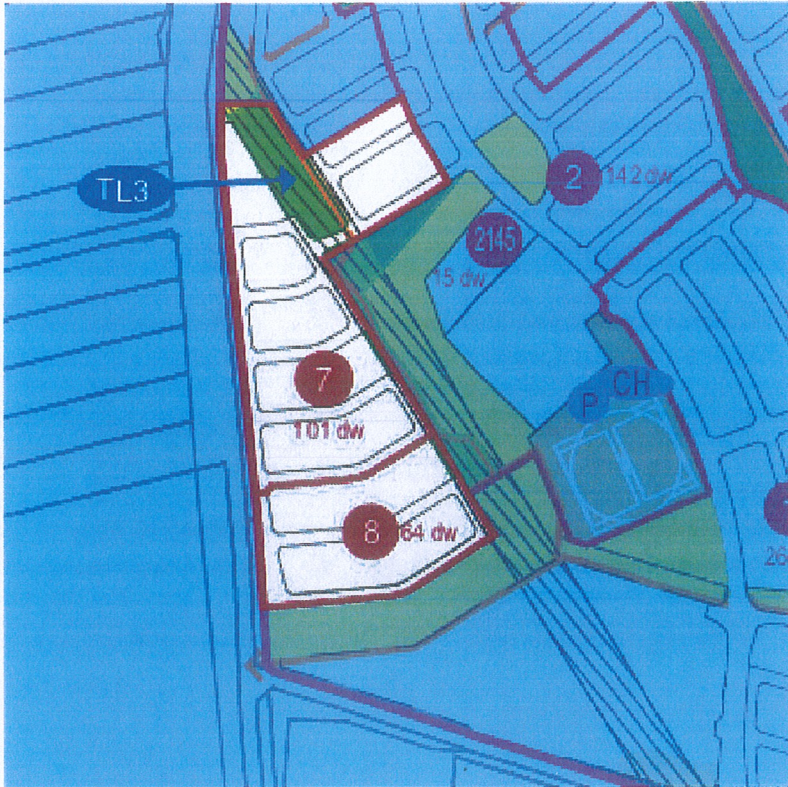


EMERALD HILLS ESTATE
DRAFT INDICATIVE LAYOUT PLAN
22 August 2017










- Stage Boundary and Number
- Dual Use Path
- Fibre optic Trail
- Transmission Line Open Space
- Passive Open Space
- Oval
- Water Cycle Management
- Community Hall and Amenities
- Playground



Stage 7-8 Plan

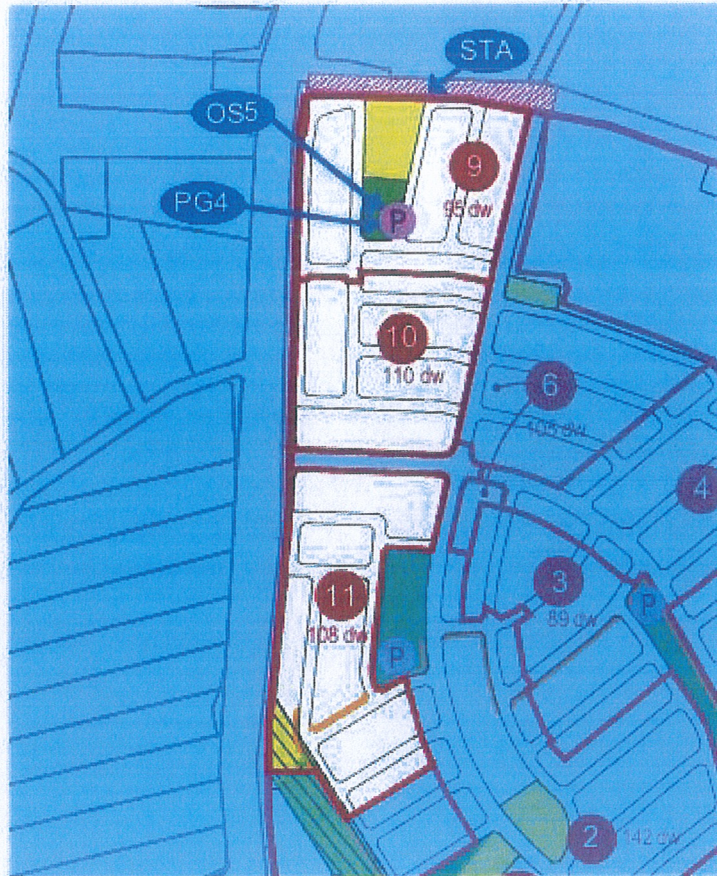


EMERALD HILLS ESTATE
DRAFT INDICATIVE LAYOUT PLAN
22 August 2017










-  Stage Boundary and Number
-  Dual Use Path
-  Fitness Trail
-  Transmission Line Open Space
-  Passive Open Space
-  Oval
-  Water Cycle Management
-  Community Hall and Amenities
-  Playground



Stage 9-11 Plan



EMERALD HILLS ESTATE
DRAFT INDICATIVE LAYOUT PLAN
22 August 2017

-  Stage Boundary and Number
 -  Dual Use Path
 -  Fitness Trail
 -  Transmission Line Open Space
 -  Passive Open Space
 -  Oval
 -  Water Cycle Management
 -  Community Hall and Amenities
 -  Playground
- 0 100 200 m

Emerald Hills Planning Agreement

Camden Council

**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

D&AI Pty Ltd

Schedule 3

(Item 29, Schedule 1)

Water Outcomes and Objectives

(see following 17 pages)

Emerald Hills Estate

Rezoning

Stormwater Preliminary Budget Estimate



Report Number: 13-0203
Revision: B
Date: 10 September 2013

Project Number: NA50613004

Prepared: Matthew Lester
Reviewed: Chris Wild



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Document Control

Version	Date	Author		Reviewer	
A	27/08/2013	Matthew Lester	ML	Robert Lenferna	RL
B	10/09/2013	Matthew Lester	ML	Chris Wild	CW

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Completed: Matthew Lester
Checked: Chris Wild

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Drawings referenced for quantities



Notes

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Notes	
Note No.	Description
1	This preliminary cost estimate is provided for budgeting purposes only. No allowance was made for a Quantity Surveyor in the preparation of quantities and rates, and as such Cardno assumes no responsibility should project realities differ from these preliminary cost estimates.
2	Cost estimates have been prepared in good faith based on Cardno's experience and industry references such as Rawlinsons.
3	All costs are exclusive of GST.
4	No allowance has been made for the acquisition of land.
5	No allowance has been made for Council or authority fees unless noted otherwise.
6	No allowance has been made for unsound material or remediation of site contamination.
7	Pipe sizes based on preliminary basin volume calculation.
8	All earthworks associated in the construction of basins is assumed cut to fill on site.
9	No allowance has been made for bulking factors applied to earthworks volumes.
10	Cut and fill assumed to be a zero balance across the precinct.
11	Quantities area adopted from concept master planning design.
12	Bridge and major culverts works are excluded from this estimate.
13	No 3d modelling was undertaken to confirm quantities.
14	GPT sizes used in this cost estimate are indicative only and are subject to detailed design.
15	No allowance has been made for retaining walls.
16	No allowance has been made for escalation of costs due to long term staging of the works.
17	MUSIC and xpRafts have been used for preliminary modelling of media filtration and earthworks volumes required for OSD basins.
18	A contingency allowance of 40% has been adopted given the preliminary nature of the cost estimates. This contingency allows for construction cost items not allowed for above, including retaining walls, additional bulk earthworks, latent conditions, upsizing of GPTs and pipework, excavation in rock, etc.

Package Summary

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Summary				
Item No.	Description of Work	Cardno Estimate		
1	Basin 1	\$ 2,100,000		
2	Basin 2	\$ 895,000		
3	Basin 3	\$ 2,520,000		
4	Basin 4	\$ 840,000		
5	Basin 5	\$ 1,680,000		
6	Basin 6 Upper	\$ 1,500,000		
7	Basin 6 Lower	\$ 2,200,000		
8	Basin 7	\$ 895,000		
9	Basin 8	\$ 825,000		
10	Riparian Zone 1	\$ 1,953,000		
11	Riparian Zone 2	\$ 4,620,000		
Budget Cost Estimate (incl. Contingency)		\$ 20,028,000		

Basin 1

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Basin				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 66,000.00	\$ 66,000
1.1.2	Clearing	10150	sq.m	\$ 0.50	\$ 5,075
1.1.3	Strip & stockpile topsoil	10150	sq.m	\$ 3.00	\$ 30,450
1.1.4	Respread topsoil	7370	sq.m	\$ 5.00	\$ 36,850
1.2	Earthworks				
1.2.1	Cut to fill on site within site	6600	cu.m	\$ 6.00	\$ 39,600
1.2.6	Trim and compact	10150	sq.m	\$ 2.00	\$ 20,300
1.3	Additional Items				
1.3.1	Planting (incl maintenance for 2 years)	7000	sq.m	\$ 20.00	\$ 140,000
1.3.2	Reinforced turf on weir and spillway (incl 2 yr maint)	350	sq.m	\$ 45.00	\$ 15,750
1.3.3	Soil & water management (Allowance Only)	1	item	\$ 45,000.00	\$ 45,000
1.3				Basin Subtotal	\$ 399,000
2	Structures				
2.1	Paths and Pavements				
2.1.1	Maintenance Access Pavement	130	sq.m	\$ 80.00	\$ 10,400
2.1				Structures Subtotal	\$ 10,400
3	Stormwater Drainage				
3.1	Inlets/Outlets				
3.1.1	600 dia (RRJ) Outlet *(incl. exc, lay & backfill)	10	m	\$ 500.00	\$ 5,000
3.1.2	Main basin outlet structure	1	item	\$ 12,300.00	\$ 12,300
3.1.3	Scour protection at outlet	50	sq.m	\$ 450.00	\$ 22,500
3.1.4	Discharge Pit	1	item	\$ 2,500.00	\$ 2,500
3.2	WSUD				
3.2.1	CDS P1015 GPT and Associated Drainage Infrastructure	1	item	\$ 115,000.00	\$ 115,000
3.3	Bio-Retention Raingarden				
3.3.1	Media bed constructions (inc. earthworks filter bed and subsoil drainage)	2600	sq.m	\$ 210.00	\$ 546,000
3.3.2	Raingarden Planting	2600	sq.m	\$ 80.00	\$ 208,000
3.3				Stormwater Drainage Subtotal	\$ 911,300
4	Administration and Management Costs				
4.1	General				
4.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 200,000	\$ 200,000
4.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000	\$ 10,000
4.1.3	Council DA fees and planFIRST Levy	1	item	\$ 3,855	\$ 3,855
4.1.4	PCA Fees (allowance only)	1	item	\$ 10,000	\$ 10,000
4.1				Administration and Management Costs Subtotal	\$ 223,855

Basin 1 Subtotal	\$ 1,500,000
Contingency (40%)	\$ 600,000
Basin 1 Total	\$ 2,100,000

Basin 2

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Basin				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 27,000.00	\$ 27,000
1.1.2	Clearing	2700	sq.m	\$ 0.50	\$ 1,350
1.1.3	Strip & stockpile topsoil	2700	sq.m	\$ 3.00	\$ 8,100
1.1.4	Respread topsoil	1700	sq.m	\$ 5.00	\$ 8,500
1.2	Earthworks				
1.2.1	Cut to fill on site within site	3670	cu.m	\$ 6.00	\$ 22,020
1.2.6	Trim and compact	2700	sq.m	\$ 2.00	\$ 5,400
1.3	Additional Items				
1.3.1	Planting (incl maintenance for 2 years)	1600	sq.m	\$ 20.00	\$ 32,000
1.3.2	Reinforced turf on weir and spillway (incl 2 yr maint)	150	sq.m	\$ 45.00	\$ 6,750
1.3.3	Soil & water management (Allowance Only)	1	item	\$ 45,000.00	\$ 45,000
1.3	Basin Subtotal				\$ 156,100
2	Structures				
2.1	Paths and Pavements				
2.1.1	Maintenance Access Pavement	150	sq.m	\$ 80.00	\$ 12,000
2.1	Structures Subtotal				\$ 12,000
3	Stormwater Drainage				
3.1	Inlets/Outlets				
3.1.1	525 dia (RRJ) Outlet *(incl. exc, lay & backfill)	10	m	\$ 500.00	\$ 5,000
3.1.2	Main basin outlet structure	1	item	\$ 12,300.00	\$ 12,300
3.1.3	Scour protection at outlet	50	sq.m	\$ 450.00	\$ 22,500
3.1.4	Discharge Pit	1	item	\$ 2,500.00	\$ 2,500
3.2	WSUD				
3.2.1	CDS P1012 GPT and Associated Drainage Infrastructure	1	item	\$ 95,000.00	\$ 95,000
3.3	Bio-Retention Raingarden				
3.3.1	Media bed constructions (inc. earthworks filter bed and subsoil drainage)	800	sq.m	\$ 210.00	\$ 168,000
3.3.2	Raingarden Planting	800	sq.m	\$ 80.00	\$ 64,000
3.3	Stormwater Drainage Subtotal				\$ 369,300
4	Administration and Management Costs				
4.1	General				
4.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 80,600.00	\$ 80,600
4.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
4.1.3	Council DA fees and planFIRST Levy	1	item	\$ 6,000.00	\$ 6,000
4.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
4.1	Administration and Management Costs Subtotal				\$ 106,600

Basin 2 Subtotal	\$ 640,000
Contingency (40%)	\$ 255,000
Basin 2 Total	\$ 895,000

Basin 3

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Basin				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 77,000.00	\$ 77,000
1.1.2	Clearing	9600	sq.m	\$ 0.50	\$ 4,800
1.1.3	Strip & stockpile topsoil	9600	sq.m	\$ 3.00	\$ 28,800
1.1.4	Respread topsoil	6280	sq.m	\$ 5.00	\$ 31,400
1.2	Earthworks				
1.2.1	Cut to fill on site within site	10000	cu.m	\$ 6.00	\$ 60,000
1.2.6	Trim and compact	9600	sq.m	\$ 2.00	\$ 19,200
1.3	Additional Items				
1.3.1	Planting (incl maintenance for 2 years)	6100	sq.m	\$ 20.00	\$ 122,000
1.3.2	Reinforced turf on weir and spillway (incl 2 yr maint)	180	sq.m	\$ 45.00	\$ 8,100
1.3.3	Soil & water management (Allowance Only)	1	item	\$ 45,000.00	\$ 45,000
1.3				Basin Subtotal	\$ 396,300
2	Structures				
2.1	Paths and Pavements				
2.1.1	Maintenance Access Pavement	120	sq.m	\$ 80.00	\$ 9,600
2.1				Structures Subtotal	\$ 9,600
3	Stormwater Drainage				
3.1	Inlets/Outlets				
3.1.1	375 dia (RRJ) Outlet *(incl. exc, lay & backfill)	10	m	\$ 265.00	\$ 2,650
3.1.2	Main basin outlet structure	1	item	\$ 12,300.00	\$ 12,300
3.1.3	Scour protection at outlet	500	sq.m	\$ 450.00	\$ 225,000
3.1.4	Discharge Pit	1	item	\$ 2,500.00	\$ 2,500
3.2	WSUD				
3.2.1	CDS P1015 GPT and Associated Drainage Infrastructure	1	item	\$ 113,400.00	\$ 113,400
3.3	Bio-Retention Raingarden				
3.3.1	Media bed constructions (inc. earthworks filter bed and subsoil drainage)	2700	sq.m	\$ 210.00	\$ 567,000
3.3.2	Raingarden Planting	2700	sq.m	\$ 80.00	\$ 216,000
3.3				Stormwater Drainage Subtotal	\$ 1,138,850
4	Administration and Management Costs				
4.1	General				
4.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 230,000.00	\$ 230,000
4.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
4.1.3	Council DA fees and planFIRST Levy	1	item	\$ 8,500.00	\$ 8,500
4.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
4.1				Administration and Management Costs Subtotal	\$ 258,500

Basin 3 Subtotal	\$ 1,800,000
Contingency (40%)	\$ 720,000
Basin 3 Total	\$ 2,520,000

Basin 4

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Basin				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 23,000.00	\$ 23,000
1.1.2	Clearing	4000	sq.m	\$ 5.00	\$ 20,000
1.1.3	Strip & stockpile topsoil	4000	sq.m	\$ 3.00	\$ 12,000
1.1.4	Respread topsoil	3870	sq.m	\$ 5.00	\$ 19,350
1.2	Earthworks				
1.2.1	Cut to fill on site within Basin 1	1650	cu.m	\$ 6.00	\$ 9,900
1.2.2	Cut, stockpile, transfer and compact within Precinct	0	cu.m	\$ 15.00	\$ -
1.2.3	Cut and dispose offsite (incl. disposal fees)	0	cu.m	\$ 130.00	\$ -
1.2.4	Import material from within Precinct	0	cu.m	\$ 13.00	\$ -
1.2.5	Import material from offsite	0	cu.m	\$ 25.00	\$ -
1.2.6	Trim and compact	4000	sq.m	\$ 2.00	\$ 8,000
1.3	Additional Items				
1.3.1	Planting (incl maintenance for 2 years)	3800	sq.m	\$ 20.00	\$ 76,000
1.3.2	Reinforced turf on weir and spillway (incl 2 yr maint)	100	sq.m	\$ 45.00	\$ 4,500
1.3.3	Soil & water management (Allowance Only)	1	item	\$ 45,000.00	\$ 45,000
1.3				Basin Subtotal	\$ 217,750
2	Structures				
2.1	Paths and Pavements				
2.1.1	Maintenance Access Pavement	80	sq.m	\$ 80.00	\$ 6,400
2.1				Structures Subtotal	\$ 6,400
3	Stormwater Drainage				
3.1	Inlets/Outlets				
3.1.1	375 dia (RRJ) Outlet *(incl. exc, lay & backfill)	10	m	\$ 265.00	\$ 2,650
3.1.2	Main basin outlet structure	1	item	\$ 12,300.00	\$ 12,300
3.1.3	Scour protection at outlet	50	sq.m	\$ 440.00	\$ 22,000
3.1.4	Discharge Pit	1	item	\$ 2,500.00	\$ 2,500
3.2	WSUD				
3.2.1	CDS P1009 GPT and Associated Drainage Infrastructure	1	item	\$ 79,200.00	\$ 79,200
3.3	Bio-Retention Raingarden				
3.3.1	Media bed constructions (inc. earthworks filter bed and subsoil drainage)	500	sq.m	\$ 210.00	\$ 105,000
3.3.2	Raingarden Planting	500	sq.m	\$ 80.00	\$ 40,000
3.2				Stormwater Drainage Subtotal	\$ 263,650
4	Administration and Management Costs				
4.1	General				
4.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 73,200.00	\$ 73,200
4.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
4.1.3	Council DA fees and planFIRST Levy	1	item	\$ 16,650.00	\$ 16,650
4.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
4.1				Administration and Management Costs Subtotal	\$ 109,850

Basin 4 Subtotal	\$ 600,000
Contingency (40%)	\$ 240,000
Basin 4 Total	\$ 840,000

Basin 5

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Basin				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 46,000.00	\$ 46,000
1.1.2	Clearing	6900	sq.m	\$ 0.50	\$ 3,450
1.1.3	Strip & stockpile topsoil	6900	sq.m	\$ 3.00	\$ 20,700
1.1.4	Respread topsoil	5000	sq.m	\$ 5.00	\$ 25,000
1.2	Earthworks				
1.2.1	Cut to fill on site within site	6900	cu.m	\$ 5.00	\$ 34,500
1.2.2	Cut, stockpile, transfer and compact within Precinct	0	cu.m	\$ 15.00	\$ -
1.2.3	Cut and dispose offsite (incl. disposal fees)	0	cu.m	\$ 130.00	\$ -
1.2.4	Import material from within Precinct	0	cu.m	\$ 13.00	\$ -
1.2.5	Import material from offsite	0	cu.m	\$ 25.00	\$ -
1.2.6	Trim and compact	6900	sq.m	\$ 2.00	\$ 13,800
1.3	Additional Items				
1.3.1	Planting (incl maintenance for 2 years)	4695	sq.m	\$ 20.00	\$ 93,900
1.3.2	Reinforced turf on weir and spillway (incl 2 yr maint)	315	sq.m	\$ 45.00	\$ 14,175
1.3.3	Soil & water management (Allowance Only)	1	item	\$ 45,000.00	\$ 45,000
1.3	Basin Subtotal				\$ 296,525
2	Structures				
2.1	Paths and Pavements				
2.1.1	Maintenance Access Pavement	105	sq.m	\$ 80.00	\$ 8,400
2.1	Structures Subtotal				\$ 8,400
3	Stormwater Drainage				
3.1	Inlets/Outlets				
3.1.1	600 dia (RRJ) Outlet *(incl. exc, lay & backfill)	10	m	\$ 500.00	\$ 5,000
3.1.2	Main basin outlet structure	1	item	\$ 12,300.00	\$ 12,300
3.1.3	Scour protection at outlet	135	sq.m	\$ 440.00	\$ 59,400
3.2	WSUD				
3.2.1	CDS P1015 GPT and Associated Drainage Infrastructure	1	item	\$ 113,400.00	\$ 113,400
3.3	Bio-Retention Raingarden				
3.3.1	Media bed contructions (inc. earthworks filter bed and subsoil drainage)	1650	sq.m	\$ 210.00	\$ 346,500
3.3.2	Raingarden Planting	1650	sq.m	\$ 80.00	\$ 132,000
3.3	Stormwater Drainage Subtotal				\$ 668,600
4	Administration and Management Costs				
4.1	General				
4.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 150,000.00	\$ 150,000
4.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
4.1.3	Council DA fees and planFIRST Levy	1	item	\$ 15,200.00	\$ 15,200
4.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
4.1	Administration and Management Costs Subtotal				\$ 185,200

Basin 5 Subtotal	\$ 1,200,000
Contingency (40%)	\$ 480,000
Basin 5 Total	\$ 1,680,000

Basin 6 Upper

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Basin				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 42,000.00	\$ 42,000
1.1.2	Clearing	18800	item	\$ 0.50	\$ 9,400
1.1.3	Strip & stockpile topsoil	18800	sq.m	\$ 3.00	\$ 56,400
1.1.4	Respread topsoil	18800	sq.m	\$ 5.00	\$ 93,000
1.2	Earthworks				
1.2.1	Cut to fill on site within site	8900	cu.m	\$ 6.00	\$ 53,400
1.2.2	Cut, stockpile, transfer and compact within Precinct	0	cu.m	\$ 15.00	\$ -
1.2.3	Cut and dispose offsite (incl. disposal fees)	0	cu.m	\$ 130.00	\$ -
1.2.4	Import material from within Precinct	0	cu.m	\$ 13.00	\$ -
1.2.5	Import material from offsite	0	cu.m	\$ 25.00	\$ -
1.2.6	Trim and compact	18800	sq.m	\$ 2.00	\$ 37,600
1.3	Additional items				
1.3.1	Planting (incl maintenance for 2 years)	18300	sq.m	\$ 20.00	\$ 366,000
1.3.2	Reinforced turf on weir and spillway (incl 2 yr maint)	300	sq.m	\$ 45.00	\$ 13,500
1.3.3	Soil & water management (Allowance Only)	1	item	\$ 45,000.00	\$ 45,000
1.3				Basin Subtotal	\$ 716,300
2	Structures				
2.1	Paths and Pavements				
2.1.1	Maintenance Access Pavement	130	sq.m	\$ 80.00	\$ 10,400
2.1				Structures Subtotal	\$ 10,400
3	Stormwater Drainage				
3.1	Inlets/Outlets				
3.1.1	600 dia (RRJ) Outlet *(incl. exc, lay & backfill)	10	m	\$ 500.00	\$ 5,000
3.1.2	Main basin outlet structure	1	item	\$ 12,300.00	\$ 12,300
3.1.3	Scour protection at outlet	50	sq.m	\$ 450.00	\$ 22,500
3.2	WSUD				
3.2.1	CDS P1015 GPT and Associated Drainage Infrastructure	1	item	\$ 115,000.00	\$ 115,000
3.2				Stormwater Drainage Subtotal	\$ 154,800
4	Administration and Management Costs				
4.1	General				
4.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 130,000.00	\$ 130,000
4.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
4.1.3	Council DA fees and planFIRST Levy	1	item	\$ 15,800.00	\$ 15,800
4.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
4.1				Administration and Management Costs Subtotal	\$ 165,800

Basin 6 Upper Subtotal	\$ 1,050,000
Contingency (40%)	\$ 420,000
Basin 6 Upper Total	\$ 1,500,000

Basin 6 Lower

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Basin				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 64,000.00	\$ 64,000
1.1.2	Clearing	14000	sq.m	\$ 0.50	\$ 7,000
1.1.3	Strip & stockpile topsoil	14000	sq.m	\$ 3.00	\$ 42,000
1.1.4	Respread topsoil	13700	sq.m	\$ 5.00	\$ 68,500
1.2	Earthworks				
1.2.1	Cut to fill on site within site	6900	cu.m	\$ 6.00	\$ 41,400
1.2.2	Cut, stockpile, transfer and compact within Precinct	0	cu.m	\$ 15.00	\$ -
1.2.3	Cut and dispose offsite (incl. disposal fees)	0	cu.m	\$ 130.00	\$ -
1.2.4	Import material from within Precinct	0	cu.m	\$ 13.00	\$ -
1.2.5	Import material from offsite	0	cu.m	\$ 25.00	\$ -
1.2.6	Trim and compact	14000	sq.m	\$ 2.00	\$ 28,000
1.3	Additional Items				
1.3.1	Planting (incl maintenance for 2 years)	11000	sq.m	\$ 20.00	\$ 220,000
1.3.2	Reinforced turf on weir and spillway (incl 2 yr maint)	230	sq.m	\$ 45.00	\$ 10,350
1.3.3	Soil & water management (Allowance Only)	1	item	\$ 45,000.00	\$ 45,000
1.3				Basin Subtotal	\$ 520,250
2	Structures				
2.1	Paths and Pavements				
2.1.1	Maintenance Access Pavement	95	sq.m	\$ 80.00	\$ 7,600
2.1				Structures Subtotal	\$ 7,600
3	Stormwater Drainage				
3.1	Inlets/Outlets				
3.1.1	600 dia (RRJ) Outlet *(incl. exc, lay & backfill)	10	m	\$ 50.00	\$ 500
3.1.2	Main basin outlet structure	1	item	\$ 12,300.00	\$ 12,300
3.1.3	Scour protection at outlet	175	sq.m	\$ 450.00	\$ 78,750
3.2	WSUD				
3.2.1	CDS P1015 GPT and Associated Drainage Infrastructure	1	item	\$ 115,000.00	\$ 115,000
3.3	Bio-Retention Raingarden WQ3				
3.3.1	Media bed constructions (inc. earthworks filter bed and subsoil drainage)	1050	item	\$ 210.00	\$ 220,500
3.3.2	Raingarden Planting	1050	item	\$ 80.00	\$ 84,000
3.4	Bio-Retention Raingarden WQ4				
3.4.1	Media bed constructions (inc. earthworks filter bed and subsoil drainage)	1000	sq.m	\$ 210.00	\$ 210,000
3.4.2	Raingarden Planting	1000	sq.m	\$ 80.00	\$ 80,000
3.4				Stormwater Drainage Subtotal	\$ 801,050
4	Administration and Management Costs				
4.1	General				
4.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 200,000.00	\$ 200,000
4.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
4.1.3	Council DA fees and planFIRST Levy	1	item	\$ 15,800.00	\$ 15,800
4.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
4.1				Administration and Management Costs Subtotal	\$ 235,800

Basin 6 Lower Subtotal	\$ 1,570,000
Contingency (40%)	\$ 630,000
Basin 6 Lower Total	\$ 2,200,000

Basin 7

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Basin				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 25,000.00	\$ 25,000
1.1.2	Clearing	9350	sq.m	\$ 0.50	\$ 4,675
1.1.3	Strip & stockpile topsoil	9350	sq.m	\$ 3.00	\$ 28,050
1.1.4	Respread topsoil	9040	sq.m	\$ 5.00	\$ 45,200
1.2	Earthworks				
1.2.1	Cut to fill on site within site	6760	cu.m	\$ 6.00	\$ 40,560
1.2.2	Cut, stockpile, transfer and compact within Precinct	0	cu.m	\$ 15.00	\$ -
1.2.3	Cut and dispose offsite (incl. disposal fees)	0	cu.m	\$ 130.00	\$ -
1.2.4	Import material from within Precinct	0	cu.m	\$ 13.00	\$ -
1.2.5	Import material from offsite	0	cu.m	\$ 25.00	\$ -
1.2.6	Trim and compact	9350	sq.m	\$ 2.00	\$ 18,700
1.3	Additional Items				
1.3.1	Planting (incl maintenance for 2 years)	5810	sq.m	\$ 20.00	\$ 116,200
1.3.2	Reinforced turf on weir and spillway (incl 2 yr maint)	780	sq.m	\$ 45.00	\$ 35,100
1.3.3	Soil & water management (Allowance Only)	1	item	\$ 45,000.00	\$ 45,000
1.3				Basin Subtotal	\$ 358,485
2	Structures				
2.1	Paths and Pavements				
2.1.1	Maintenance Access Pavement	260	sq.m	\$ 80.00	\$ 20,800
2.1				Structures Subtotal	\$ 20,800
3	Stormwater Drainage				
3.1	Inlets/Outlets				
3.1.1	750 dia (RRJ) Outlet *(incl. exc, lay & backfill)	5	m	\$ 650.00	\$ 3,250
3.1.2	Main basin outlet structure	1	item	\$ 12,300.00	\$ 12,300
3.1.3	Scour protection at outlet	50	sq.m	\$ 450.00	\$ 22,500
3.1.4	Discharge Pit	1	item	\$ 2,500.00	\$ 2,500
3.2	WSUD				
3.2.1	CDS P1015 GPT and Associated Drainage Infrastructure	1	item	\$ 115,000.00	\$ 115,000
3.3	Bio-Retention Raingarden WQ1				
3.3.1	Media bed constructions (inc. earthworks filter bed and subsoil drainage)	2000	sq.m	\$ 210.00	\$ 420,000
3.3.2	Raingarden Planting	2000	sq.m	\$ 80.00	\$ 160,000
3.4	Bio-Retention Raingarden WQ2				
3.4.1	Media bed constructions (inc. earthworks filter bed and subsoil drainage)	450	sq.m	\$ 210.00	\$ 94,500
3.4.2	Raingarden Planting	450	sq.m	\$ 80.00	\$ 36,000
3.4				Stormwater Drainage Subtotal	\$ 155,550
4	Administration and Management Costs				
4.1	General				
4.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 80,000.00	\$ 80,000
4.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
4.1.3	Council DA fees and planFIRST Levy	1	item	\$ 4,000.00	\$ 4,000
4.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
4.1				Administration and Management Costs Subtotal	\$ 104,000

Basin 7 Subtotal	\$ 640,000
Contingency (40%)	\$ 255,000
Basin 7 Total	\$ 895,000

Basin 8

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Basin				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 23,200.00	\$ 23,200
1.1.2	Clearing	2750	sq.m	\$ 0.50	\$ 1,375
1.1.3	Strip & stockpile topsoil	2750	sq.m	\$ 3.00	\$ 8,250
1.1.4	Respread topsoil	1890	sq.m	\$ 5.00	\$ 9,450
1.2	Earthworks				
1.2.1	Cut to fill on site within site	3120	cu.m	\$ 6.00	\$ 18,720
1.2.2	Cut, stockpile, transfer and compact within Precinct	0	cu.m	\$ 15.00	\$ -
1.2.3	Cut and dispose offsite (incl. disposal fees)	0	cu.m	\$ 130.00	\$ -
1.2.4	Import material from within Precinct	0	cu.m	\$ 13.00	\$ -
1.2.5	Import material from offsite	0	cu.m	\$ 25.00	\$ -
1.2.6	Trim and compact	2750	sq.m	\$ 2.00	\$ 5,500
1.3	Additional Items				
1.3.1	Planting (incl maintenance for 2 years)	1110	sq.m	\$ 20.00	\$ 22,200
1.3.2	Reinforced turf on weir and spillway (incl 2 yr maint)	780	sq.m	\$ 45.00	\$ 35,100
1.3.3	Soil & water management (Allowance Only)	1	item	\$ 45,000.00	\$ 45,000
1.3				Basin Subtotal	\$ 168,795
2	Structures				
2.1	Paths and Pavements				
2.1.1	Maintenance Access Pavement	80	sq.m	\$ 80.00	\$ 6,400
2.1				Structures Subtotal	\$ 6,400
3	Stormwater Drainage				
3.1	Inlets/Outlets				
3.1.1	375 dia (RRJ) Outlet *(incl. exc, lay & backfill)	10	m	\$ 265.00	\$ 2,650
3.1.2	Main basin outlet structure	1	item	\$ 6,150.00	\$ 6,150
3.1.3	Scour protection at outlet	30	sq.m	\$ 450.00	\$ 13,500
3.1.4	Discharge Pit	1	item	\$ 2,500.00	\$ 2,500
3.2	WSUD				
3.2.1	CDS P0908 GPT and Associated Drainage Infrastructure	1	item	\$ 70,000.00	\$ 70,000
3.3	Bio-Retention Raingarden A				
3.3.1	Media bed constructions (inc. earthworks filter bed and subsoil drainage)	750	sq.m	\$ 210.00	\$ 157,500
3.3.2	Raingarden Planting	750	sq.m	\$ 80.00	\$ 60,000
3.3				Stormwater Drainage Subtotal	\$ 312,300
4	Administration and Management Costs				
4.1	General				
4.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 75,000.00	\$ 75,000
4.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
4.1.3	Council DA fees and planFIRST Levy	1	item	\$ 6,800.00	\$ 6,800
4.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
4.1				Administration and Management Costs Subtotal	\$ 101,800
Basin 8 Subtotal					\$ 590,000
Contingency (40%)					\$ 235,000
Basin 8 Total					\$ 825,000

Riparian Zone 1

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Riparian Zone				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 60,000.00	\$ 60,000
1.1.2	Clearing	11500	sq.m	\$ 0.50	\$ 5,750
1.1.3	Strip & stockpile topsoil	11500	sq.m	\$ 3.00	\$ 34,500
1.1.4	Respread topsoil	11500	sq.m	\$ 5.00	\$ 57,500
1.2	Riparian Zone				
1.2.1	Riparian	11500	sq.m	\$ 15.00	\$ 172,500
1.2.2	Riparian Management (5 years)	11500	sq.m	\$ 25.00	\$ 287,500
1.2.3	Vegetation Rehabilitation	11500	sq.m	\$ 50.00	\$ 575,000
1.2				Riparian Zone Subtotal	\$ 1,192,750
2	Administration and Management Costs				
2.1	General				
2.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 180,000.00	\$ 180,000
2.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
2.1.3	Council DA fees and planFIRST Levy	1	item	\$ 2,300.00	\$ 2,300
2.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
2.1				Administration and Management Costs Subtotal	\$ 202,300

Riparian Zone 1 Subtotal	\$ 1,395,000
Contingency (40%)	\$ 558,000
Riparian Zone 1 Total	\$ 1,953,000

Riparian Zone 2

Revision: B
 Completed: Matthew Lester
 Checked: Chris Wild

Item No.	Description of Work	Quantity	Unit	Unit Cost	Budget Estimate
1	Riparian Zone				
1.1	Preliminaries				
1.1.1	Establishment (5%)	1	item	\$ 140,000.00	\$ 140,000
1.1.2	Clearing	27500	sq.m	\$ 0.50	\$ 13,750
1.1.3	Strip & stockpile topsoil	27500	sq.m	\$ 3.00	\$ 82,500
1.1.4	Respread topsoil	27500	sq.m	\$ 5.00	\$ 137,500
1.2	Riparian Zone				
1.2.1	Riparian	27500	sq.m	\$ 15.00	\$ 412,500
1.2.2	Riparian Management (5 years)	27500	sq.m	\$ 25.00	\$ 687,500
1.2.3	Vegetation Rehabilitation	27500	sq.m	\$ 50.00	\$ 1,375,000
1.2	Riparian Zone Subtotal				\$ 2,848,750
2	Administration and Management Costs				
2.1	General				
2.1.1	Consultancy and Project Management Fees (15%)	1	item	\$ 425,000.00	\$ 425,000
2.1.2	Government Agency Approvals (DSC, RMS, DECCW etc)	1	item	\$ 10,000.00	\$ 10,000
2.1.3	Council DA fees and planFIRST Levy	1	item	\$ 2,500.00	\$ 2,500
2.1.4	PCA Fees (allowance only)	1	item	\$ 10,000.00	\$ 10,000
2.1	Administration and Management Costs Subtotal				\$ 447,500

Riparian Zone 2 Subtotal	\$ 3,300,000
Contingency (40%)	\$ 1,320,000
Riparian Zone 2 Total	\$ 4,620,000

Emerald Hills Planning Agreement

Camden Council

**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

D&AI Pty Ltd

Schedule 4

(Item 22, Schedule 1)

**Proposed public road upgrading works to St
Andrews Road**

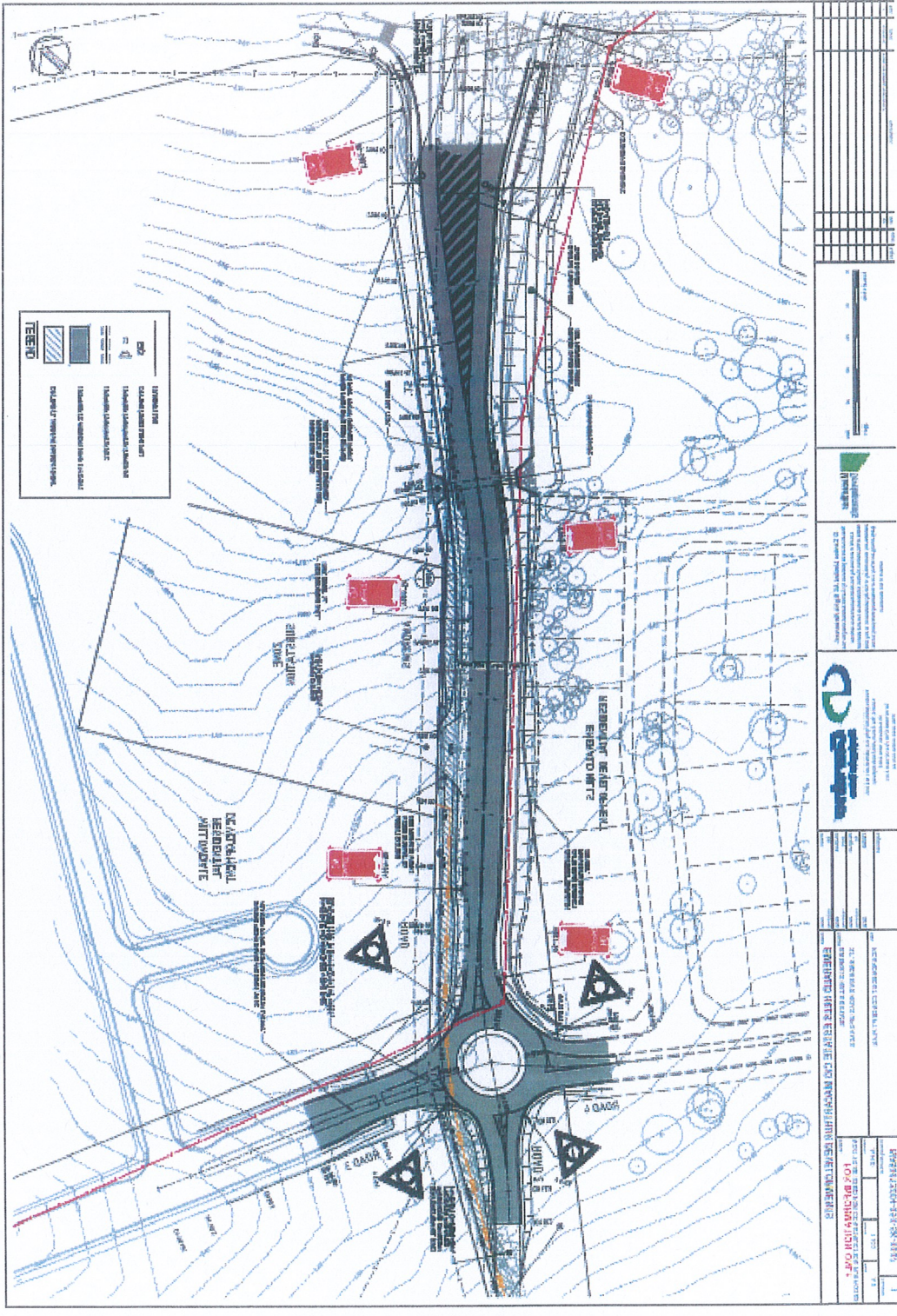
(see following 1 page)

Emerald Hills Planning Agreement

Camden Council

**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

D&AI Pty Ltd



Emerald Hills Planning Agreement

Camden Council

**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

D&AI Pty Ltd

Execution

Executed as a Deed

Dated:

Executed on behalf of the Council

General Manager

Witness

Mayor

Witness

Executed on behalf of the Developer in accordance with s127(1) of the
Corporations Act (Cth) 2001

Name/Position

Name/Position

Emerald Hills Planning Agreement

Camden Council

**Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd
(trading as Emerald Hills Estate)**

D&AI Pty Ltd

Appendix

(Clause 54)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

(see following pages)

Deed of Variation to Emerald Hills Planning Agreement

Camden Council

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as Emerald Hills Estate)



D&AI Pty Ltd

Execution

Executed as a Deed

Dated: 15 February 2018

Executed on behalf of the Council

M Magovern
General Manager AS Attorney
pursuant Power of Attorney
dated 23 February 2016.

M. Halliday
Witness

Mayer

Witness

Executed on behalf of the Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

David Hazlett
Name/Position

DAVID HAZLETT T/A
DIRECTOR (EMERALD HILLS ESTATE)
HAZCORP DEVELOPMENTS
PTY LTD

Arnold Vitocco
Name/Position

ARNOLD VITOLCO
DIRECTOR
TAURUS DEVELOPMENT COMPANY PT
(T/A EMERALD HILLS ES

Executed on behalf of the Landowner in accordance with s127(1) of the Corporations Act (Cth) 2001

David Hazlett
Name/Position

DAVID HAZLETT
DIRECTOR D&AI PTY LTD

Arnold Vitocco
Name/Position

ARNOLD VITOLCO
DIRECTOR D&AI PTY LTD.

Deed of Variation to Emerald Hills Planning Agreement

Camden Council

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as Emerald Hills Estate)



D&AI Pty Ltd

Appendix

(Clause 7)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Deed of Variation to Emerald Hills Planning Agreement

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Parties

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

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as Emerald Hills Estate) ABN 78 608 138
379 of PO Box 373, Narellan, NSW 2567 (Developer)

D&AI Pty Ltd ABN 96 136 122 220 of PO Box 373, Narellan, NSW 2567 (Landowner)

Description of the Land to which the Draft Deed of Variation Applies

The Draft Deed of Variation applies to the Land identified in the Planning Agreement as amended by this Deed.

Description of Proposed Development

The Draft Deed of Variation applies to the Development identified in the Planning Agreement as amended by this Deed.

Deed of Variation to Emerald Hills Planning Agreement

Camden Council

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as Emerald Hills Estate)



D&AI Pty Ltd

Summary of Objectives, Nature and Effect of the Draft Deed of Variation

Objectives of Draft Deed of Variation

The objective of the Draft Deed of Variation is to amend the Planning Agreement.

Nature of Draft Deed of Variation

The Draft Deed is a variation to the Planning Agreement under cl25C(3) of the Environmental Planning and Assessment Regulation 2000.

Effect of the Draft Deed of Variation

The Draft Deed of Variation varies the Planning Agreement to, amongst other things, alter the number of Final Lots in the Development, to amend the timing of the Development Contributions, to update title details in the description of the Land, to update the staging plans, and to provide for agreed upgrading works to St Andrews Road, and the construction of an additional playground.

Assessment of the Merits of the Draft Deed of Variation

The Planning Purposes Served by the Draft Deed of Variation

The Draft Deed of Variation provides for an amendment to the number of final lots in the development, with a consequential amendment to the timing of the Development Contributions. The Draft Deed of Variation also includes additional Development Contributions.

It does not change the Planning Agreement's provision of land for public purposes or provision of local infrastructure:

- to provide a basis for the comprehensive management of the delivery of local infrastructure requirements,
- to deliver local infrastructure at or around the same time as surrounding development,
- to sustain provision and coordination of local infrastructure, and
- to provide around 25 hectares of land for public purposes,

other than providing for additional agreed upgrading works to St Andrews Road.

How the Draft Deed of Variation Promotes the Public Interest

The Draft Deed of Variation promotes the Public Interest by ensuring that the Planning Agreement properly reflects the timing, nature and extent of the Development Contributions to be provided by the Developer.

Deed of Variation to Emerald Hills Planning Agreement

Camden Council

Hazcorp Developments Pty Ltd and Taurus Development Company Pty Ltd (trading as Emerald Hills Estate)

D&AI Pty Ltd



For Planning Authorities:

Development Corporations - How the Draft Deed of Variation Promotes its Statutory Responsibilities

N/A

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

N/A

Councils – How the Draft Deed of Variation Promotes the Elements of the Council's Charter (now the Guiding Principles for Local Government in s8A of the Local Government Act 1993)

The Draft Deed of Variation promotes the guiding principles for Councils by:

- enabling Council to manage lands and other assets so that current and future local community needs can be met in an affordable way
- enabling Council to work with the Landowner to secure appropriate services for local community needs
- enabling Council, through the public notification of this Deed, to actively engage with local communities

All Planning Authorities – Whether the Draft Deed of Variation Conforms with the Authority's Capital Works Program

The Draft Deed of Variation is in conformity with Council's Capital Works Program, as set out in the Planning Agreement's Explanatory Note. The Draft Deed of Variation is a vehicle for the Developer to complete all of the works required by the Development in a more timely and efficient fashion than if Council were required to deliver these works via a s94 contributions plan and via Council's Capital Works Program.

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

The Draft Deed of Variation amends the Planning Agreement to alter the timing of provision of Development Contributions. The Planning Agreement as amended will continue to require land to be dedicated, works to be completed, and cash contributions to be paid before the issue of a Subdivision Certificate for stages of development. If the Developer seeks the issue of a Subdivision Certificate prior to the completion of these works, clause 15 of the Planning Agreement requires the payment of security against the value of the incomplete works within the relevant stage.