Oran Park Urban Release Area

Planning Agreement

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

Camden Council

Greenfields Development Company Pty Limited

Greenfields Development Company No. 2 Pty Limited

Leppington Pastoral Company Pty Limited

Landcom

Date:

ORIGIN AND AMENDMENTS

Oran Park Urban Release Area Planning Agreement (VPA) Origin:

Execution as an Agreement dated 22 September 2011

Amendments to Oran Park Urban Release Area Planning Agreement (VPA)

Amendment No.	Date Adopted	Date in Effect	Description
1	26 September 2018	26 September 2018	Oran Park Urban Release Area VPA Amendments to include additional open space in Precinct E and to amend Schedules 1 and 3 in relation to the additional open space land dedication and embellishment works.
2	[insert]	[insert]	Oran Park Urban Release Area VPA Amendments to: • amend the Contribution Value of the Leisure Centre; • remove the Leisure Centre as Contribution Item of Work to be delivered by GDC 1, • insert a monetary Contribution Item which is equal to the amended Contribution Value of the Leisure Centre (as indexed) and is to be paid to the Council for the construction of the Leisure Centre; • amending the details and Contribution Values for various other Development Contribution items, • amend the Development to which the Planning Agreement applies to a maximum of 7,700 dwellings; and • acknowledge that the Planning Agreement does not operate as a promise or representation that Development Consent can or will be granted for the maximum number of

			dwellings comprising the Development, and • other minor changes ancillary to the above.

Oran Park Urban Release Area Planning Agreement

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Oran Park Urban Release Area Planning Agreement

Summary Sheet

Council:

Name: Camden Council
Address: 70 Central Avenue, ORAN PARK NSW 2570
Telephone: (02) 4654 7777
Facsimile: (02) 4654 7829
Email: mail@camden.nsw.gov.au
Representative: General Manager

Developers:

Name: Greenfields Development Company Pty Limited
Address: Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570
Telephone: (02) 9043 7575
Facsimile: (02) 9043 7555
Email: mowens@greenfields.net.au
Representative: Mr Mick Owens

Name: Greenfields Development Company No. 2 Pty Limited
Address: Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570
Telephone: (02) 9043 7575
Facsimile: (02) 9043 7555
Email: mowens @greenfields.net.au
Representative: Mr Mick Owens

Name: Landcom
Address: Level 14, 60 Station Street Parramatta, NSW 2150
Telephone: (02) 9841 8~~7~~6~~0~~96

Facsimile: (02) 9841 8761
Email: ~~phourigan~~nlennon@landcom.nsw.gov.au
Representative: Mr ~~Paul Hourigan~~Nicholas Lennon

Landowner:

Name: Leppington Pastoral Company Pty Limited
Address: 1675 The Northern Road, BRINGELLY NSW 2556
Telephone: (02) 4773 4291
Facsimile: (02) 4773 4104
Email: tim.bryan@lpcmilk.com
Representative: Mr Tim Bryan

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Schedule 3.

Application of s94, s94A and s94EF of the Act:

See clause 5.

Security:

See clauses 12.1.2, 27, 31 and 40.

Registration:

Yes. See clause 40.

Restriction on dealings:

See clause 42.

Dispute Resolution:

Expert determination and mediation. See clauses 38 and 39.

Oran Park Urban Release Area

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,, New South Wales, 2570 (**Council**)

and

Greenfields Development Company Pty Limited ABN 57 125 285 583 of Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570 (**GDC 1**)

and

Greenfields Development Company No. 2 Pty Limited ABN 31 133 939 965 of Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570 (**GDC 2**)

and

Leppington Pastoral Company Pty Limited ABN 83 000 420 404 of 1675 The Northern Road, Bringelly, New South Wales, 2556 (**Landowner**)

and

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

Background

A The Landowner is the owner of the Land.

B GDC 1 and GDC 2 propose to carry out the Development.

C Landcom may elect to undertake part of the Development to be carried out by GDC 1.

D The Developers propose to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

1.1 In this Agreement the following definitions apply:

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

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

Anglicare Land means Lot 16 in Deposited Plan 1153031 as shown coloured blue and hatched on the Plan.

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,

(iv) National Australia Bank Limited,

(iv) St George Bank Limited,

(v) Westpac Banking Corporation, or

(b) any other financial institution approved by the Council in its absolute discretion.

Catchment Area means the Oran Park, Turner Road and Maryland Precincts of the South West Sydney Growth Corridor described in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* – South West Growth Centre Precinct Boundary Map (Edition 2).

Charge means a fixed and specific charge over the Landowner's right, title and interest in the Charge Land.

Charge Land means Lot C in DP 391340, or such other land as is accepted as the Charge Land under clause 29.

Church Land means Lot 1601 in Deposited Plan 1153030 as shown coloured red and hatched on the Plan.

Contribution Item or **Item** means an item specified or described in Column 1 of Schedule 3.

Contribution Value means:

(a) the attributable cost of the Contribution Item noted in the CP; or

(b) if no attributable cost of the Contribution Item is noted in the CP;

(i) the amount contained in Column 5 of Schedule 3, in respect of Contribution Items contained in Schedule 3 as at the date of this Agreement; or

(ii) the amount agreed between the Parties in respect of any Contribution Items not included in Schedule 3 at the date of this Agreement,

indexed in accordance with the CP.

CP means the *Oran Park and Turner Roads Precincts Section 94 Contributions Plan.*

Development Application has the same meaning as in the Act.

Dedication Land means any part of the Land which is to be dedicated to the Council under this Agreement.

Defects Liability Period means the period commencing on the date on which a Work is taken to have been completed under this Agreement and ending 12 months after that date.

Deferred Work Security means the Security provided under clause 12.1.2 of this Agreement.

Developer means:

(a) GDC 1 in respect of the carrying out of the Development on the GDC 1 Land, and the Contribution Items in respect of which GDC 1 is the Responsible Party;

(b) GDC 2 in respect of the carrying out of the Development by GDC 2 on the GDC 2 Land and the Contribution Items in respect of which GDC 2 is the Responsible Party; and

(c) GDC 1, in respect of the carrying out of any part of the Development which GDC 1 constructs on GDC 2 Land.

Development means the development specified or described in Schedule 2.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Consent 227/2016 means Development Consent to Development Application DA227/2016, as modified from time to time.

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.

Facilities means Contribution Items 3 to 9 (inclusive) and 12 to 17 (inclusive).

Final Lot means a lot which is not intended to be further subdivided (by any means including strata subdivision) for the purposes of the Development.

GDC 1 Land means that part of the Land marked as such on the Plan.

GDC 2 Land means that part of the Land marked as such on the Plan.

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 Staging Plan means the *Staging Plans* contained in the Plan Package as varied by agreement between all of the Parties from time to time.

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

Land means the land shown edged heavy black on the Plan, excluding the Anglicare Land, Church Land and School Land but including the Strip Land.

Lease means a lease or two or more consecutive leases in a form approved by the Registrar-General and in accordance with the *Real Property Act 1900* and the *Conveyancing Act 1919* and which includes the terms specified in Schedule 5.

Leisure Centre means a sports and aquatic centre to be constructed by Council on land dedicated pursuant to Contribution Item 18 to a design and specification determined by Council.

LG Act means the *Local Government Act 1993*.

LPMA means the Land and Property Management Authority.

Major Facilities means Contribution Items ~~1,~~ 2, 10, and 11.

NDA in respect of a Stage means the area of the Stage, in hectares, which is proposed to be developed for residential purposes.

Oran Park Precinct means the Oran Park Precinct defined in the CP.

Party means a party to this agreement, including their successors and assigns.

Plan means the plan entitled *Land to which VPA Applies* in the Plan Package.

Plan Package means the package of plans specified and contained in Schedule 1.

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

Project Control Group (PCG) means the body to be established and which is to have the roles and functions set out in clause 11 (amended from time to time with the agreement of the Parties).

Project Quality Plan means the plan referred to in clause 11.13 for a Major Facility.

Public Infrastructure means a Contribution Item comprising the carrying out of Work or dedication of land, or both.

Rectification Notice means a notice in writing that identifies a defect in a work and requires rectification of the defect within a specified period of time.

Registrar-General has the same meaning as in the *Real Property Act 1900.*

Registration Security means a Security provided under clause ~~41~~40.3 of this Agreement.

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

Relevant Stage, means, in respect of a Contribution Item, the Stage identified for that Contribution Item in the table in the Indicative Staging Plan.

Responsible Party means the Party noted in Column 6 of Schedule 3 in respect of a Contribution Item.

Riparian Corridor Land Policy means the Council's policy titled *Dedication of Riparian Corridors Policy 1.18* adopted on 8 December 2009 as amended from time to time, a copy of which is available from the Council.

Riparian Land means the land described in Item 29.

Riparian Works means the Work described in Item 17.

School Land means Lot 15 in Deposited Plan 1153031 as shown coloured yellow and hatched on the Plan.

Second Deed of Variation means the document which amends this Agreement titled '*Second Deed of Variation - Oran Park Urban Release Area Planning Agreement*' entered into by the Parties on _____.

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

Sports Park Master Plan means the drawing titled '*Master Plan*', Drawing No. 0216-0743 MP Rev 00, dated 15 June 17 prepared by Tract, a copy of which is in Schedule 4.

Stage means a stage of the Development, as shown generally on the Indicative Staging Plan.

Strip Land means part of Lot 16 in Deposited Plan 1153031 as shown coloured green and hatched on the Plan.

Subdivision Certificate has the same meaning as in the Act.

Town Centre means land located within the Oran Park Precinct and zoned 'B2 – Local Centre' by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

WIK Agreements means the following:

(a) the agreement between Council, Landcom, GDC 1 and LPC dated 5 August 2010; and

(b) the agreement between Council, Landcom and GDC 1 dated 12 March 2010.

Work means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Agreement.

1.2 In the interpretation of this Agreement, 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 Agreement.

1.2.2 A reference in this Agreement 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 Agreement is not a business day, the act, matter or thing is to be done on the next business day.

1.2.4 A reference in this Agreement to dollars or $ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

1.2.5 A reference in this Agreement to a $ value relating to a Development Contribution is a reference to the value exclusive of GST.

1.2.6 A reference in this Agreement 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 Agreement 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 Agreement.

1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

1.2.12 References to the word 'include' or 'including' are to be construed without limitation.

1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.

1.2.14 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns, but does not include the owner of a Final Lot.

1.2.15 Any schedules, appendices and attachments form part of this Agreement.

1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.

2 Application & operation of this Agreement

2.1 This Agreement applies to the Land and to the Development.

2.2 The Developer acknowledges that the fact that the Development to which this Agreement applies specifies the subdivision of the Land to accommodate a maximum of 7,700 dwellings does not operate:

2.2.1 as a promise or representation by the Council that Development Consent can or will be granted for the maximum number of dwellings or any other number of dwellings, or that Council will support any planning proposal or Development Application that will enable such a dwelling yield;

2.2.2 as a fetter on the proper exercise of the functions of the consent authority, the Council or an accredited certifier to assess and determine applications for Development Consent made under the Act in respect of the Development;

2.2.3 to confer on the Developer any right to claim, or on the Council any obligation to provide, any reduction of Development Contributions required to be made, or any refund of Development Contributions made, in respect of the Development in the event that Development Consent is not obtained for the maximum number of dwellings.

3 Further agreements relating to this Agreement

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

4 Surrender of right of appeal, etc.

4.1 The Developer is not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court involving an appeal against, or questioning the validity of, a Development Consent relating to the Development or an approval under s96 of the Act to modify a Development Consent relating to the Development to the extent that it relates to the existence of this Agreement or requires any aspect of this Agreement to be performed according to the terms of this Agreement.

5 Application of s94, s94A and s94EF of the Act to the Development

5.1 This Agreement excludes the application of s94 to the Development.

5.2 This Agreement excludes the application of s94A to the Development.

5.3 This Agreement does not exclude the application of s94EF to the Development.

6 Conditions of Consent

6.1 Nothing in this Agreement, other than clauses 5.1 and 5.2, limits or restricts the ability of Council to impose conditions on Development Consents pursuant to the Act, and no action which the Developer takes in compliance with any such conditions constitutes a breach of this Agreement.

6.2 Without limiting clause 6.1, the Developer acknowledges that s7.11 and s7.12 of the Act apply to development on the Land comprising dwellings exceeding 7,700 in number for which Development Consent is required under the Act.

Part 2 – Development Contributions

7 Provision of Development Contributions

7.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council.

7.2 Schedule 3 has effect according to its terms.

7.3 Subject to clause 7.4, for the purposes of s94(5)(b) of the Act, the Council accepts the Development Contributions made by the Developer under the WIK Agreements in full satisfaction of the obligations imposed on the Developer under s94 of the Act by the following conditions of the following development consents:

7.3.1 Condition 48 of the Development Consent granted to DA No. 981/2008 by the Council on 19 June 2009, as modified; and

7.3.2 Condition 10A of the Development Consent granted to DA No. 436/2008 by the Council on 11 November 2008, as modified.

7.4 The Development Contributions made by the Developer under the WIK Agreements do not satisfy the Developer's obligation to pay the project management component of the contributions required by the conditions referred to in clauses 7.3.1 and 7.3.2.

7.5 The Council is to apply each Development Contribution made by the Developer under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.

7.6 Despite clause 7.5, the Council may apply a Development Contribution made under this Agreement towards a public purpose other than the public purpose specified in this Agreement if the Council considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

7.7 The Parties agree that on and from the date of this Agreement:

7.7.1 all works required to be carried out under the WIK Agreements have been completed;

7.7.2 any land required to be dedicated to Council under the WIK Agreements which has not already been dedicated to Council is to be dedicated to Council free of cost, pursuant to this Agreement; and

7.7.3 the WIK Agreements will be terminated.

7.8 GDC 1 and GDC 2 warrants that they have the legal capacity to require the Landowner to transfer the land to be dedicated under this Agreement to the Council, in accordance with this Agreement.

7.9 Any Contribution Value specified in this Agreement in relation to a Development Contribution does not serve to define the extent of the obligation of GDC 1 or GDC 2 (as the case may be) to make the Development Contribution under this Agreement, or the costs to be incurred by them for that purpose.

7.10 For the avoidance of doubt, the Parties acknowledge and agree that:

7.10.1 the Contribution Values specified in this Agreement for a Work are estimates of the cost to complete Work only;

7.10.2 the actual cost of completion of a Work may differ from the Contribution Value of that Work; and

7.10.3 GDC1 or GDC2 (as the case may be) will not be relieved from its obligations to carry out the Work even if the actual cost of completion of a Work is higher than the Contribution Value for that Work.

8 Procedures relating to payment of monetary Development Contributions

8.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement 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.

8.2 The Developer is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.

8.3 The Anglicare Land, Church Land, School Land and Strip Land are to be ignored for the purpose of calculating any monetary Development Contribution payable under this Agreement.

8.4 Except as otherwise expressly stated in this Agreement, Monetary Development Contributions are to be indexed in accordance with the methodology for indexing contributions under the CP between the date of this Agreement and the date of payment of the monetary Development Contributions.

8.5 For the purposes of clause 8.4:

8.5.1 the Contribution Values are based on the *Oran Park and Turner Road Precincts Section 94 Contributions Plan* and have been calculated based on the *Consumer Price Index (Sydney: All Groups)* published by the Australian Bureau of Statistics in December 2007;

8.5.2 the base rate to be used for the purposes of indexation is 159.5.

9 Procedures relating to the dedication of land

9.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when:

9.1.1 a deposited plan is registered in the register of plans maintained by the Registrar-General, that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the *Local Government Act 1993*, or

9.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to the Council when registered.

9.2 For the purposes of clause 9.1.2:

9.2.1 the Landowner is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated,

9.2.2 the Council is to execute the instrument of transfer and return it to the Developer within 7 days of receiving it from Landowner,

9.2.3 the Landowner is to lodge the instrument of transfer for registration at the LPMA within 7 days of receiving it from the Council duly executed, and

9.2.4 the Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

9.3 If this Agreement requires the Landowner to dedicate land to the Council on which the Developer is required to carry out a Work under this Agreement, the Landowner is to give to the Council the instrument of transfer of the land under clause 9.2.1 not later than 28 days or such later period as is agreed between the Parties after the Work is taken to have been completed in accordance with this Agreement.

9.4 The Developer is to notify the Landowner of any notices issued under clause 21 of this Agreement, so that the Landowner can determine when a Work is taken to have been completed in accordance with this Agreement.

9.5 Land that is dedicated to the Council in accordance with this Agreement is required to be free of all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land except as otherwise agreed between the Parties.

9.6 Immediately before dedicating land to the Council in accordance with this Agreement, the Developer is to provide the Council with evidence satisfactory to the Council that no land tax, charges or other debts is or are payable in connection with the land.

9A Procedure for remediation and dedication of Sports Park

9A.1 In respect of Contribution Item 20, the Developer is to, at its own cost carry out and complete remediation of the land comprising Contribution Item 20 in accordance with Development Consent 227/2016.

9A.2 The Developer is to comply with condition 4.0(3) of the Development Consent 227/2016 within 10 years of the date on which Contribution Item 3 is completed for the purposes of this Agreement, or if another date has been agreed between the Parties in writing, that other date.

9A.3 The Developer is to dedicate Contribution Item 20 to the Council within 60 days of receiving written notice from the Council that it has complied with clause 9A.2 or such later date as notified by the Council to the Developer in writing.

9B Agreement for Lease of Sports Park prior to dedication

9B.1 Before the Commencement Date, the Developer is to prepare the Lease in a form and on terms approved by the Council and provide it to the Council for the Council's approval.

9B.2 On and from the Commencement Date, the Developer grants to the Council the Lease as approved by the Council and the Council accepts the grant of the Lease.

9B.3 As soon as reasonably practicable after the Commencement Date, the Developer must, in respect of the Lease as approved by the Council:

9B.3.1 insert sufficient details to complete any items or blanks in the registrable form of the Lease including, without limitation, the commencement date and any dates ascertained by reference to the commencement date,

9B.3.2 make any other minor additions or clerical alterations to the Lease necessary to complete the Lease so that after execution it is in registrable form, and

9B.3.3 attach to the Lease all plans, surveys or other documents,

which are necessary to enable registration of the Lease and to give effect to this clause 9B, and deliver two copies of the Lease to the Council.

9B.4 As soon as reasonably practical after the Council receives the copies of the Lease from the Developer under clause 9B.3, the Council is to execute those copies and deliver them to the Landowner.

9B.5 As soon as reasonably practical after the Landowner receives from the Council the copies of the Lease executed by the Council the Landowner must execute the Lease and lodge it for registration at Land Registry Services.

9B.6 The Developer is to bear the Council's costs and all fees and charges in relation to the preparation, execution and registration of the Lease.

9B.7 The Council and the Landowner are bound by the Lease as approved by the Council from and including the Commencement Date even though the Lease may not have been executed, stamped or registered at that date.

9B.8 In this clause, **Commencement Date** means the date Contribution Item 3 is completed for the purposes of this Agreement.

10 Procedure for embellishment and dedication of Riparian Land

10.1 Despite anything to the contrary in this Agreement the Developer has no obligation to carry out the Riparian Works, but may elect to do so.

10.2 Despite anything to the contrary in this Agreement, the Landowner is under no obligation to dedicate the Riparian Land unless and until:

10.2.1 the Developer notifies the Council in writing that the Landowner wishes to dedicate the Riparian Land; and

10.2.2 the Riparian Works are completed within the meaning of this Agreement.

10.3 If the Riparian Works are completed within the meaning of this Agreement, the Council must accept the dedication of the Riparian Land.

10.4 If the Riparian Works are not completed:

10.4.1 there is no breach of this Agreement arising from the failure to complete the Riparian Works or dedication the Riparian Land; and

10.4.2 Council is under no obligation to accept the dedication of the Riparian Land.

10.5 If the Riparian Works are completed, the Developer must maintain the Riparian Land in accordance with any maintenance regime approved by the Council for the Riparian Land for a period of five (5) years following the completion of Riparian Works.

Part 3 - Provisions regarding the Carrying out of Work

11 Project Control Group

11.1 Within 6 months of execution of this Agreement by the Developer, Landcom and the Landowner, the Parties agree to form the PCG.

11.2 The PCG is to be comprised of the representatives of all Parties noted on the Summary Sheet, or a replacement representative of a Party, notified in writing by the Party to the other Parties.

11.3 The PCG is to have the following functions:

11.3.1 ensure that the design and specifications of the Major Facilities are progressed and determine the period of time for the purposes of clause 13.5;

11.3.2 agree on an appropriate system to ensure the quality of the construction of Major Facilities, including monitoring of the construction of Major Facilities;

11.3.3 monitor the making of Development Applications by the Developer;

11.3.4 monitor and manage the Developer's compliance with its obligations under this Agreement, including in relation to the provision of Contribution Items;

11.3.5 manage, on request by the parties, the delivery of Contribution Items; and

11.3.6 any other functions specified in this Agreement, or agreed between the Parties from time to time.

11.4 The first meeting of the PCG is to occur within 7 days of the formation of the PCG, and thereafter, the PCG is to meet twice annually on dates to be agreed at the first meeting of the PCG, and at other times as agreed by the Parties.

11.5 The PCG is to determine the procedures which are to govern the operation of the PCG, including meetings procedures.

11.6 Decisions of the PCG are to be made unanimously by all members of the PCG entitled to vote on a matter, subject to any contrary provision in this Agreement.

11.7 The PCG may determine that decisions on particular matters, or particular classes of matters, can be made in some other manner.

11.8 Landcom is not entitled to vote on any matter other than a matter in respect of which it has obligations under this Agreement.

11.9 Landcom and GDC 1 cannot both vote on the same matter.

11.10 GDC 1 is only entitled to vote on matters relating to or in connection with which GDC 1 is the Developer.

11.11 GDC 2 is only entitled to vote on matters relating to or in connection with which GDC 2 is the Developer.

11.12 The Landowner is not entitled to vote on any matter.

11.13 The Developer is to prepare a Project Quality Plan for each Major Facility at its own cost prior to commencing construction, which details the matters agreed by the PCG under clause 11.3.2 for that Major Facility.

12 Deferral of Work

12.1 Notwithstanding any other provision of this Agreement, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Agreement, then:

12.1.1 the Developer is to provide written notice to the Council to that effect;

12.1.2 the Developer is to provide the Council with a Security for the Contribution Value of that Work before the date on which the Work is required to be completed under this Agreement;

12.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;

12.1.4 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 are to negotiate in good faith and agree upon a revised completion date for the Work; and

12.1.5 the time for completion of the Work under this Agreement will be taken to be the revised completion date approved by the Council under clause 12.1.4.

12.2 If the Developer complies with clause 12.1, then it will not be considered to be in breach of this Agreement as a result of a failure to complete a Work by the time for completion of the Work specified in Column 4 of Schedule 3.

12.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 12.1.4, then the Council may call on the Security to meet any of its costs incurred under this Agreement in respect of the failure to complete the Work by the revised date for completion.

12.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

13 Approval of design of Major Facilities

13.1 The Developer is to obtain the approval of the Council in accordance with this clause for the design and specifications for a Major Facility before construction or other work commences in relation to the Major Facility.

13.2 Prior to commencing any work on the design of a Major Facility, the Developer is to request that the Council provide the Developer with the Council's requirements for the location, design, materials, specifications, capacity and timing for the provision of the Major Facility.

13.3 The Council is to act reasonably when specifying its requirements for any Major Facility for which specifications are contained in the CP.

13.4 Once the Developer receives the Council's requirements for a Major Facility under clause 13.2, the Developer is to prepare at its own cost a concept plan for the Major Facility for Council's approval.

13.5 The Council is to advise the Developer in writing whether it approves of the concept plan for a Major Facility within such period of time after receiving the concept plan from the Developer as is determined by the PCG.

13.6 Any approval granted by the Council under clause 13.5 is to specify the requirements for the detailed design of the Major Facility.

13.7 The Developer is to make any changes to the concept plan for a Major Facility requested by the Council.

13.8 Once a concept plan for a Major Facility has been approved by the Council, the Developer is to prepare at its own cost the detailed design of the Major Facility for the Council's approval.

13.9 The detailed design for the Major Facility is to include or be accompanied by such information as is required for the making of a Development Application for the Major Facility.

13.10 The detailed design submitted to Council under clause 13.8 is to be accompanied by:

13.10.1 a draft Plan of Management for the land on which the Major Facility is to be located, if the Council has advised the Developer that, on its dedication to Council, that land will be classified as community land within the meaning of the LG Act; and

13.10.2 a detailed maintenance regime for the Major Facility, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.

13.11 The Council is to advise the Developer in writing whether it approves of the detailed design of a Major Facility within 2 months of receiving the detailed design from the Developer.

13.12 The Developer is to make any change to the detailed design for the Major Facility required by the Council.

13.13 Within 21 days of being provided with a copy of the Development Application by the Developer, the Council is to certify whether the Development Application is consistent with the approved detailed design of the Major Facility.

13.14 The Developer is not to lodge a Development Application for a Major Facility unless the Council has first approved of the detailed design for the Major Facility and certified that the Development Application is consistent with the approved detailed design of the Major Facility.

13.15 A Development Application for a Major Facility is to be accompanied by the written certification referred to in clause 13.13 when lodged with Council acting as the consent authority.

13.16 For the avoidance of doubt, nothing in this clause is to be construed as fettering the Council's discretion, acting as consent authority, in determining any Development Application for a Major Facility.

13.17 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Major Facility under this clause.

14 Approval of design of other Facilities

14.1 The Council is to approve the design and specifications for a Facility before construction or other work commences in relation to the Facility.

14.2 Prior to commencing any work on the design of a Facility, the Developer is to request that the Council provide the Developer with its requirements for the

location, design, materials, specifications, capacity and timing for the provision of the Facility.

14.3 The Council is to act reasonably when specifying its requirements for any Facility for which specifications are contained in the CP.

14.4 Once the Developer receives the Council's requirements for the Facility under clause 14.2, the Developer is to provide the detailed design for the Facility to the Council for the Council's approval.

14.5 The detailed design for the Facility is to include or be accompanied by such information as is required for the making of a Development Application for the Facility.

14.6 The detailed design submitted to the Council under clause 14.4 is to be accompanied by:

14.6.1 a draft Plan of Management for the land on which the Facility is to be located, if the Council has advised the Developer that, on its dedication to the Council, that land will be classified as community land within the meaning of the LG Act; and

14.6.2 a detailed maintenance regime for the Facility, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.

14.7 The Council is to advise the Developer in writing whether it approves of the detailed design of a Facility within 2 months of receiving the detailed design from the Developer.

14.8 The Developer will make any change to the detailed design for the Facility required by the Council.

14.9 The Developer is not to lodge any Development Application for a Facility unless the Council has first approved of the detailed design for the Facility, and provided its written certification that the Development Application is consistent with the approved detailed design of the Facility.

14.10 The Council is to provide the written certification referred to in clause 14.8 within 14 days of being provided with a copy of the Development Application by the Developer, unless the Council forms the view that the Development Application is not consistent with the approved detailed design of the Facility.

14.11 A Development Application for a Facility is to be accompanied by the written certification referred to in clause 14.8 when lodged with the Council, as the consent authority.

14.12 For the avoidance of doubt, nothing in this clause can be construed as fettering the Council's discretion, as consent authority, in determining any Development Application for a Facility.

14.13 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Facility under this clause.

15 Staging of Works

15.1 In order to ensure that the Developer can provide the Contribution Items comprising Works at the time required under this Agreement, the Developer is

to ensure that Development Applications are lodged which seek consent for the Works, in conjunction with the Stage indicated in Column 4 of Schedule 3.

16 Carrying out of Work

16.1 Any Work that is required to be carried out by the Developer under this Agreement is to be carried out:

16.1.1 in accordance with any design or specification specified by the Council,

16.1.2 any relevant Development Consent and any other applicable law,

16.1.3 in a good and workmanlike manner and to the accepted industry standards,

16.1.4 if the Work is a Major Facility, in accordance with the Project Quality Plan for that Major Facility,

16.1.5 if the Work is a Facility, in accordance with an appropriate quality monitoring system, as agreed between the Parties,

16.1.6 and otherwise to the satisfaction of the Council.

16.2 If the Developer is required by the Council to prepare or modify a design or specification relating to a Work for approval by the Council under clause 16.1, the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

17 Access to the Land

17.1 The Landowner is 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.

17.2 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 Agreement that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Agreement.

18 Protection of people and property

18.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:

18.1.1 all necessary measures are taken to protect people and property, and

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.

19 Damage and repairs to Work

19.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs prior to the date on which the Work is taken to have been completed under this Agreement.

20 Variation of Work

20.1 A Work is not to be varied by the Developer, unless:

20.1.1 the Developer and Council agree in writing to the variation, and

20.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and

20.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.

20.2 For the purposes of clause 20.1 a variation may relate to any matter in relation to the Work that is dealt with by this Agreement.

20.3 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council shall be liable to pay to the Developer an amount equal to the increase in the costs of completing the Work, which results from the variation requested by the Council.

20.4 Council shall pay the amount referred to in clause 20.3 to the Developer after the Work is complete, and within 28 days of receipt of:

20.4.1 a tax invoice for the amount claimed by the Developer; and

20.4.2 documentation which demonstrates to Council's satisfaction the increase in costs as a result of the variation requested by the Council.

20.5 For the avoidance of doubt, a variation to a Work under this clause does not require the variation of this Agreement, provided the Council is satisfied that the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.

21 Procedures relating to the completion of Work

21.1 A Development Contribution comprising the carrying out of a Work is completed for the purposes of this Agreement when the Council at request of the Developer gives written notice to the Developer to that effect.

21.2 The Council assumes responsibility for a Work that is located on land owned or controlled by the Council when the Work is completed,

21.3 The Council assumes responsibility for a Work that is located on land that is required to be dedicated to the Council under this Agreement when the later to occur of the Work being completed and the land being dedicated to the Council occurs.

22 Procedures relating to the rectification of defects

22.1 During the Defects Liability Period, the Council may give to the Developer one or more Rectification Notices.

22.2 Subject to the resolution of a dispute in accordance with this Agreement, the Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.

22.3 If the Developer breaches clause 22.2, the Council may have the relevant defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.

23 Failure to carry out Work

23.1 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, the Council may elect to give the Developer a notice requiring:

23.1.1 the carrying out of further work relating to the Work to immediately cease except in relation to the rectification of the breach, and

23.1.2 the breach to be rectified to the Council's satisfaction.

23.2 A notice given under clause 23.1 is to allow the Developer a period of not less than 28 days or such further period as the Council considers reasonable in the circumstances to rectify the breach.

23.3 Without limiting any other rights the Council has to enforce this Agreement, the Council may, if the Developer does not comply with a notice given under clause 23.1:

23.3.1 call upon any Security provided to the Council under clause 27 of this Agreement, and

23.3.2 carry out and complete the Work the subject of the Developer's breach.

23.4 Clauses 38 and 39 do not prevent a notice being given under clause 23.1 and do not apply to such a notice or the circumstances relating to the giving of that notice, and any procedure commenced under clause 38 or clause 39 ceases to apply when such a notice is given.

23.5 The Council is not required to give the Developer a notice under clause 23.1 as a pre-condition to calling-up any Security in relation to the Developer's breach if the Council reasonably believes that the Developer is unlikely to comply with a Rectification Notice.

23.6 If the Council calls up a Security pursuant to clause 23.5, the Council is to notify the Developer in writing immediately following the calling up of that Security.

24 Works Completion Plan

24.1 No later than 60 days after a Work is taken to have been completed in accordance with this Agreement, the Developer is to submit to the Council the following:

24.1.1 a full works-as-executed-plan in respect of the Work,

24.1.2 any warranties associated with any products used in the construction of the Work, and

24.1.3 copies of all documentation associated with quality monitoring during construction for Facilities and Major Facilities..

Part 4 – Landcom, Indemnities and Insurances

25 Role of Landcom

25.1 Landcom may determine, in its absolute discretion, that it will perform some or all of obligations of GDC 1 under this Agreement.

25.2 If Landcom is willing to perform all or any of GDC 1's obligations under this Agreement, then Landcom is to provide written notice to the Council to that effect, and the written notice is to specify which obligations Landcom intends to meet (**Accepted Obligations**).

25.3 Once the notice in clause 25.2 has been provided, a reference to the Developer which would have been taken to be a reference to GDC 1, and any reference to GDC 1, is to be taken as a reference to Landcom in respect of the Accepted Obligations.

26 Indemnity and Insurance

26.1 The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with:

26.1.1 Council's approval of the design and specifications of any Major Facility or Facility;

26.1.2 the carrying out by the Developer of any Work; and

26.1.3 the performance by the Developer of any other obligation under this Agreement.

26.2 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 Agreement up until the Work is taken to have been completed in accordance with this Agreement:

26.2.1 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,

26.2.2 public liability insurance for at least $20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,

26.2.3 workers compensation insurance as required by law, and

26.2.4 any other insurance required by law.

26.3 If the Developer fails to comply with clause 26.2, 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:

26.3.1 by calling upon any Security provided by the Developer to the Council under this Agreement, or

26.3.2 recovery as a debt due in a court of competent jurisdiction.

26.4 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 26.2.

26.5 Notwithstanding any other provision of this Agreement, these clauses 26.1 to 26.4 do not bind Landcom, including when Landcom is taken to be the Developer.

26.6 Landcom warrants, and Council acknowledges, that:

26.6.1 Landcom is a member of the NSW Treasury Managed Fund;

26.6.2 the Fund provides Landcom with insurance cover against any liability arising from a breach by Landcom of its obligations under this Agreement.

Part 5 - Security

27 Provision of Security

27.1 Upon the execution of this Agreement by all of the Parties:

27.1.1 GDC 1 is to provide the Council with Security in the amount of $3,200,000; and

27.1.2 GDC 2 is to provide the Council with Security in the form of a charge over the Charge Land.

27.2 The Parties acknowledge that, at the date of this Agreement, the Security provided under clause 27.1 has a value in excess of the ~~Contribution Value for the most valuable Contribution Item comprising a Work which has not~~

~~been completed, within the meaning of the Agreement (**Outstanding Work**), and in excess of the~~ amount ~~of the Security~~ required to be held under ~~c~~Clause 27.3.

27.3 GDC 1, GDC 2 and Landcom are to ensure at all times that the Council holds Security equal to the greater of:

27.3.1 the Contribution Value for the most valuable Outstanding Work;

27.3.2 an amount that is equal to the sum of all monetary Development Contributions described as instalments (c) to (g) (inclusive) in Column 4 of the Table in Schedule 3 corresponding to Contribution Item 33A that are unpaid (**Outstanding Item 33A Contributions**);

~~27.3.2~~27.3.3 10% of the sum of the Contribution Values of all Contribution Items comprising the dedication of land or the carrying out of Works, which:

(a) are not complete (if the Contribution Item is a Work); or

(b) have not been provided (if the Contribution Item is the dedication of land),

(**Outstanding Land and Works Items**); or

~~27.3.3~~27.3.4 $1,000,000.00,

provided that, if the sum of the Contribution Values of all Outstanding Land and Works Items falls below $1,000,000.00, the Security required to be held under this clause is to equal the sum of the Contribution Values of all Outstanding Land and Works Items or the Outstanding Item 33A Contributions, whichever is greater.

27.4 The amount of the Security required to be held under this clause is to be indexed annually in accordance with the Consumer Price Index (All Groups - Sydney) as provided by the Australian Bureau of Statistics and GDC 1, GDC 2, and Landcom are to ensure that the Security held by the Council at all times equals the indexed amount notified to GDC 1, GDC 2 and Landcom by Council.

27.5 Notwithstanding any other provision of this Agreement, the Council will not issue a Subdivision Certificate for the Land unless the Developer has complied with, and is not in breach of, this clause 27.

28 Release & return of Security

28.1 The Council is to return the Security or any remaining part of it to the Party which provided the Security to the Council, within 28 days of the completion by GDC 1, GDC 2 and Landcom of all of their obligations under this Agreement to the satisfaction of the Council.

28.2 At any time following the provision of the Security, GDC 1, GDC 2 or Landcom may provide the Council with a replacement Security in the amount of the Security required to be provided under this Agreement.

28.3 On receipt of a replacement Security, the Council is to release and return to the relevant Party as directed, the Security it holds which has been replaced.

29 Call-up of Security

29.1 The Council may call-up any Security provided under this Agreement if, in its absolute discretion and despite clauses 38 and 39, it considers that GDC 1, GDC 2 or Landcom has breached this Agreement.

29.2 If the Council calls on the Security, it may use the amount so paid to it to remedy the breach or in satisfaction of any costs incurred by it in remedying the breach, or both.

29.3 If the Council calls on the Security, the Council may, by notice in writing to the Party which provided the Security, require the that Party to provide a further or replacement Security in an amount that, when added to any unused portion of the Security held by the Council, equals, but does not exceed the amount of the Security the Council is entitled to hold under this Agreement.

29.4 Notwithstanding clause 29.1 or any other provision of this Agreement:

29.4.1 a Deferred Work Security can only be called-up in relation to a breach of this Agreement in respect of the carrying out of the Work in relation to which the Deferred Work Security was provided; and

29.4.2 a Registration Security can only be called-up in relation to a breach of this Agreement in respect of the Development Contributions required in relation to the Superlot for which the Registration Security was provided.

30 Charge Land

30.1 Council will, on or near each anniversary of the date of this Agreement, appoint a valuer to conduct a valuation of the Charge Land.

30.2 The valuer is to be agreed between Council, GDC 1, GDC 2 and Landcom, and, failing agreement, will be appointed by the Council.

30.3 Council will pay 50% of the costs of the valuer with the other 50% of the valuer's costs to be paid, on written demand by the Council, by GDC 1, GDC 2 and Landcom.

30.4 GDC 2 is to provide Council, on each anniversary of the date of this Agreement, with evidence satisfactory to the Council that there is no outstanding land tax payable in respect of the Charge Land, and no other charges registered against the Charge Land.

30.5 If there is land tax payable in respect of the Charge Land, or other mortgages, charges or interests created in or over the Charge Land, then the Council may, in its absolute discretion, require GDC 2 to provide additional Security to ensure that Council holds Security to the value which was held before the land tax became payable, or the other charges, mortgages or interests were created.

30.6 GDC 2 may, by notice in writing, seek the Council's approval to grant a charge in favour of the Council over an alternative site, and to discharge the charge over the Charge Land.

30.7 On receipt of a notice under clause 30.6, Council will carry out a valuation of the proposed alternative site, and provided the valuation indicates that the

alternative site has a value which, when added to the other Security held by Council under this Agreement, equals the amount of Security required to be held under this Agreement, Council will approve the grant of a charge over the alternative site, and will discharge the charge over the Charge Land, and from that time onwards, a reference to the Charge Land will be taken to be a reference to the alternative site.

30.8 Clauses 30.2 and 30.3 apply to the appointment of a valuer for the purposes of clause 30.7.

30.9 The Landowner is to grant access to any valuer appointed under this clause 30 to the Charge Land or any alternative site proposed to replace the Charge Land.

30.10 GDC 2 is to bear the Council's costs associated with registration of any charge over the Charge Land or any alternative site, and the discharge of any such charge.

31 Charge

31.1 For the purposes of clause 27.1.2 of this Agreement, on the date of execution of this Agreement, the Landowner grants to the Council the **Charge**.

31.2 The Landowner is to do all things necessary to enable the Council to register the Charge.

32 Caveat

32.1 The Landowner agrees to the Council lodging a caveat over the Charge Land relating to the interest secured by the Charge.

33 Priority

33.1 The Landowner must not create any mortgage or charge over the Charge Land ranking in priority equal with or ahead of the Charge.

33.2 The Landowner must not create any mortgage or charge over the Charge Land or grant any other interest in the Charge Land, which would not rank in priority equal with or ahead of the Charge, without the prior written approval of the Council.

34 Enforcement of Charge

34.1 If Council is entitled to call up any Security in respect of a breach of this Agreement by GDC 1, GDC 2, or Landcom, and there is insufficient Security in any other form to meet the costs and expenses which the Council is entitled to recover from the Security, then this clause 34 applies.

34.2 The Landowner is to execute and do all such things as the Council may reasonably require for the purpose of the Council exercising the powers,

authorities and discretions conferred by the grant of the Charge. In particular, the Landowner will as requested by the Council:

34.2.1 execute all transfers, conveyances, assignments and assurances of the Charge Land to Council or its nominee,

34.2.2 perform, or cause to be performed, all acts and things necessary or desirable to give effect to the Council's powers, authorities and discretions, and

34.2.3 give all notices, orders and directions which the Council considers to be expedient.

34.3 Council may, at the Council's discretion and without notice:

34.3.1 enter upon and take possession of the Charge Land or any part of it, or

34.3.2 with or without taking such possession, at the Council's discretion, sell, call in or convert into money, the Charge Land:

(a) at public auction or by private contract, and

(b) for a lump sum or a sum payable by instalments or for a sum on account and a mortgage charge for the balance, or

34.3.3 if exercising rights under clause 34.3.2:

(a) upon sale, make any special or other stipulations as to title or evidence or commencement of title or otherwise which the Council may deem proper,

(b) buy in or rescind or vary any contract of sale of the Charge Land and resell the same without being responsible for any loss which may be incurred, and

(c) compromise and effect compositions and, for any of those purposes, execute and make all such assurances and things as the Council thinks fit.

34.4 Council may, at the Council's discretion, do any of the following things for the purpose of exercising the Council's powers of sale under clause 34.3:

34.4.1 appoint a receiver or manager of the Charge Land;

34.4.2 remove any receiver or manager so appointed;

34.4.3 pay such receiver or manager such remuneration as the Council thinks fit;

34.4.4 repair and keep in repair any improvements, works, machinery, plant and other property on the Charge Land,

34.4.5 insure all or any of the Charge Land or anything on it of an insurable nature against loss or damage by fire and other risks as the Council sees fit,

34.4.6 settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charge Land and execute releases or other discharges,

34.4.7 bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever and whether civil or criminal in relation to the Charge Land,

34.4.8 execute and do such acts, deeds and things as to the Council may appear necessary or proper for or in relation to any of the above things,

34.4.9 generally do and cause to be done such acts and things which GDC 2 might have done for the protection and the improvement of the Charge Land.

34.5 A receiver and manager appointed by the Council will have all of the powers of taking possession, selling and dealing with the Charge Land as are given to the Council under this Agreement.

34.6 The proceeds derived from the sale of the Charge Land pursuant to clause 34.3 will be applied as follows:

34.6.1 first, in paying all costs and expenses properly incurred or to be incurred in the performance or exercise of any of the powers vested in the Council under this Agreement, including costs incurred in remedying the breach of the Agreement; and

34.6.2 second, in paying the surplus (if any) to GDC 2.

35 Discharge

35.1 Within 28 days of GDC 1, GDC 2 and Landcom meeting all of their obligations under this Agreement, the Council is to promptly give the Landowner a discharge of the Charge in registrable form and remove any and all caveats which the Council holds over the Charge Land.

Part 6 - Other Provisions

36 Recovery of cost of Work carried out by the Council

36.1 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work that is not met by a Security provided under this Agreement, the Council may recover the cost from the Developer in a court of competent jurisdiction.

36.2 For the purpose of clause 36.1, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:

36.2.1 the reasonable costs of the Councils servants, agents and contractors reasonably incurred for that purpose,

36.2.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and

36.2.3 without limiting clause 36.2.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

37 Enforcement in a court of competent jurisdiction

37.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.

37.2 For the avoidance of doubt, nothing in this Agreement prevents:

37.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,

37.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

38 Dispute Resolution – expert determination

38.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.

38.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.

38.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.

38.4 If a notice is given under clause 38.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.

38.5 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.

38.6 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.

38.7 Each Party is to bear its own costs arising from or in connection with the appointment of the Expert and the expert determination.

39 Dispute Resolution – mediation

39.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 38 applies.

39.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.

39.3 If a notice is given under clause 39.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.

39.4 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, or the President's nominee, to select a mediator.

39.5 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.

40 Registration of this Agreement

40.1 Subject to clauses 40.2 and 40.3, and subject to the Landowner obtaining the agreement of the persons specified in section 93H(1) of the Act, the Parties agree that this Agreement will be registered as a planning agreement on the title to the Land as permitted by s93H of the Act.

40.2 The Parties agree that:

40.2.1 this Agreement will not be registered on the title to any part of the Land which is a Final Lot; and

40.2.2 on lodgement of any plans of subdivision of the Land with the Registrar-General that create Final Lots, the Registrar-General will be directed not to register this Agreement on the title to the Final Lots being created by that plan.

40.3 The Parties also agree that the registration of the Agreement will be removed from the title to any part of the Land in relation to which the Developer proposes to sell Final Lots which are not yet created (**Superlot**), before the Developer has met its obligations under this Agreement in relation to the Superlot, if:

40.3.1 The Landowner or Developer has notified the Council that it wishes to commence selling Final Lots to be created on the Superlot;

40.3.2 The Landowner or Developer has provided Council with a copy of the proposed plan of subdivision for the Superlot;

40.3.3 The Landowner and Developer are not in breach of this Agreement; and

40.3.4 The Developer provides the Council with a Security in an amount equal to the Contribution Value of all Contribution Items involving the carrying out of Work and monetary Development Contributions in respect of the Superlot.

40.4 The Landowner agrees to sign all forms necessary, and do all things reasonably necessary to allow this Agreement to be registered under clause 40.1 including obtaining the consent of any mortgagee or other person with an interest in the Land to that registration, and having the certificates of title for the Land delivered to the Registrar-General.

40.5 The Parties agree to sign such documents and do such things as may be required to achieve the said registration within seven (7) days of the execution of this Agreement.

40.6 Upon completion of the obligations of the Developer pursuant to this Agreement, the Parties are to do such things as may be required to remove the recording of this Agreement as a planning agreement from the title of the Land, including removing the recording of the Agreement from the title to part of the Land in respect of this the Developer has met its obligations.

40.7 Landcom will bear all costs incurred by any Party in relation to the registration of this Agreement in accordance with this clause.

40.8 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

41 Compulsory Acquisition

41.1 In the event that the Landowner does not dedicate any land required to be dedicated under this Agreement, at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring that land, for compensation in the amount of $1 without having to follow the pre-acquisition procedure under the Just Terms Act.

41.2 Council is to only acquire land pursuant to clause 41.1 if to do so is reasonable, having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Agreement.

41.3 Clause 41.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.

41.4 If, as a result of the acquisition referred to in clause 41.1, the Council is to pay compensation to any person other than the Landowner, the Developer or Landowner is to reimburse the Council for that amount, upon a written request being made by the Council, or the Council can call on any Security.

41.5 Except as otherwise agreed between the Parties, the Landowner is to ensure that the land to be dedicated under this Agreement is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges), on both the date that the Landowner is liable to transfer that land to the Council under this Agreement, and the date on which the Council compulsorily acquires the whole or any part of that land in accordance with the Just Terms Act.

41.6 The Developer indemnifies and keeps indemnified the Council against all claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Land.

41.7 The Landowner will promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 41, including without limit:

41.7.1 signing any documents or forms;

41.7.2 giving land owner's consent for lodgement of any Development Application;

41.7.3 producing certificates of title to the Registrar-General under the Real Property Act; and

41.7.4 paying the Council's costs arising from clause 41.

41.8 Notwithstanding clause 41.5, if, despite having used its best endeavours, the Landowner cannot ensure that the land to be dedicated is free from all encumbrances and affectations, then the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, and:

41.8.1 Council cannot withhold its agreement unreasonably if the encumbrance or affectation does not prevent the future use of the land for the public purpose for which it is to be dedicated under this Agreement, unless the encumbrance or affectation is a charge arising as a result of unpaid taxes or charges; and

41.8.2 in all other cases, Council may withhold its agreement in its absolute discretion.

42 Assignment, sale of Land, etc

42.1 Unless the matters specified in clause 42.2 are satisfied:

42.1.1 Landowner is not to transfer any part of the Land, other than a Final Lot, to any person, or

42.1.2 the Developer is not to assign or novate to any person the Developer's rights or obligations under this Agreement.

42.2 The matters required to be satisfied for the purposes of clause 42.1 are as follows:

42.2.1 the relevant Party has, at no cost to the Council, first procured the execution by the person to whom that Party's rights or obligations under this Agreement are to be assigned or novated, of an agreement in favour of the Council on terms satisfactory to the Council, and

42.2.2 the Council, by notice in writing to the relevant Party, has stated that evidence satisfactory to the Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement,

42.2.3 the relevant Party is not in breach of this Agreement, and

42.2.4 the Council, acting reasonably, otherwise consents to the transfer, assignment or novation.

43 Monitoring & review of this Agreement

43.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Agreement is entered into a report detailing the

performance of its obligations under this Agreement, and is to provide an update on the performance of its obligations under this Agreement at each PCG meeting.

43.2 The report referred is to be in such a form and to address such matters as may be notified by the Council to the Developer from time to time.

43.3 The Council, at its own cost, is to keep a written register of the Development Contributions made by the Developer under this Agreement.

43.4 The register is to contain (but is not limited to) particulars of the following:

43.4.1 each Development Contribution made,

43.4.2 the form of the Development Contribution,

43.4.3 the Contribution Item to which the Development Contribution relates by reference to Schedule 3 of this Agreement,

43.4.4 the date on which the Development Contribution is made, and

43.4.5 particulars of any Development Contributions that are required by this Agreement to have been made that the Developer has not made.

43.5 The Council is to allow the Parties to have access to the register during the ordinary business hours of the Council and at no cost.

43.6 The register is to be conclusive evidence of the matters it contains relating to the making of Development Contributions by the Developer under this Agreement.

43.7 The Parties agree to review this Agreement 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 Agreement.

43.8 For the purposes of clause 43.7, 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.

43.9 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 43.7, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.

43.10 If this Agreement 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 Agreement is entered into.

43.11 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 43.7 is not a dispute for the purposes of clauses 38 and 39 and is not a breach of this Agreement.

44 Variations to Contribution Items and Staging

44.1 The Developer may request that the Council approve a variation to the Contribution Items to be provided under this Agreement.

44.2 The Council may, in its absolute discretion agree to a variation of the Contribution Items, provided that the variation does not result in the sum of the Contribution Values of all Contribution Items falling below the sum of the Contributions Values of all Contribution Items as at the date of this Agreement and the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.

44.3 The Developer may request that the Council approve a variation to the staging of the provision of the Contribution Items.

44.4 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of the Contribution Items.

44.5 If a variation is made to the Contribution Items pursuant to this clause, then Schedule 3 will be deemed to be amended to include the varied Contribution Items, and their Contribution Values.

44.6 A variation to the Contribution Items or the staging of the provision of Contribution Items under this clause does not require a variation to this Agreement.

45 Notices

45.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

45.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or

45.1.2 faxed to that Party at its fax number set out in the Summary Sheet.

45.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

45.3 Any notice, consent, information, application or request is to be treated as given or made if it is:

45.3.1 delivered, when it is left at the relevant address,

45.3.2 sent by post, 2 business days after it is posted, or

45.3.3 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.

45.4 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.

46 Approvals and Consent

46.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.

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

47 Legal costs

47.1 The Developer is to pay to the Council the Council's legal costs of preparing, negotiating, executing and stamping this Agreement, and any documents related to this Agreement within 7 days of a written demand by the Council for such payment.

47.2 The Developer is also to pay to the Council the Council's costs of enforcing this Agreement within 7 days of a written demand by the Council for such payment.

47.3 The Developer is to pay the Council's costs of preparing, negotiating executing and stamping any amendment to this Agreement.

48 Entire Agreement

48.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.

48.2 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 Agreement was executed, except as permitted by law.

49 Further acts

49.1 Each Party is to promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

50 Notations on section 149(2) Planning Certificates

50.1 The Parties agree that the Council may, in its absolute discretion, make a notation under section 149(5) of the Act regarding this Agreement on any certificate issued under section 149(2) of the Act relating to the Land, other than a Final Lot.

51 Governing law and jurisdiction

51.1 This Agreement is governed by the law of New South Wales.

51.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

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

52 Joint and individual liability and benefits

52.1 Except as otherwise set out in this Agreement:

52.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and

52.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

53 No fetter

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

54 Representations and Warranties

54.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

55 Severability

55.1 If a clause or part of a clause of this Agreement 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 is to be read in the latter way.

55.2 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 Agreement, but the rest of this Agreement is not affected.

56 Modification

56.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

57 Waiver

57.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

57.2 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given.

57.3 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.

58 GST

58.1 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.

58.2 Subject to clause 58.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply is to also pay the GST Amount as additional Consideration.

58.3 Clause 58.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.

58.4 No additional amount shall be payable by the Council under clause 58.2 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.

58.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement 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:

58.5.1 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;

58.5.2 that any amounts payable by the Parties in accordance with clause 58.2 (as limited by clause 58.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

58.6 No payment of any amount pursuant to this clause 58, 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.

58.7 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, is to exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

58.8 This clause continues to apply after expiration or termination of this Agreement.

59 Explanatory Note relating to this Agreement

59.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.

59.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

Schedule 1

(Clause 1.1)

Plan Package

Schedule 2

(Clause 1.1)

The Development

Development of the Land for urban purposes, involving the subdivision of the Land to accommodate ~~approximately 5,500~~a maximum of 7,700 dwellings and non-residential development, and associated infrastructure.

Schedule 3

(Clause 7)

Development Contributions

Part A - Development Contributions Table

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Contribution Item	**Public Purpose**	**Nature / Extent**	**Timing**	**Contribution Value**	**Responsible Party**
Carrying out of works					
1. ~~Leisure Centre~~Not used	~~Open space and recreation~~	~~Construction of a leisure centre including:~~ ~~• 25 m pool~~	~~Prior to the issue of the Subdivision Certificate for the 3,500th Final Lot~~	~~$21,150,079~~	~~GDC 1~~

		~~• Free form leisure pool and teaching pool~~ ~~• Two court hall/auditorium~~ ~~• Fitness centre~~ ~~• Creche centre~~ • ~~Public art component at 2% of the base building cost~~			
2. Recreation and Youth centre	Open space and recreation	A recreation and youth centre adjacent to the Town Centre with all facility inclusions listed in the CP~~.~~, except for the indoor rock climbing wall and two court sports hall.	Prior to the issue of the Subdivision Certificate for the 4,000th Final Lot	$~~10,619,613~~8,070,815 indexed to September 2018	GDC 1
3. Sports Park	Open space and recreation	A Sports Park on a 10.44ha site in the south-central part of the Oran Park Precinct with inclusions that generally reflect the specifications in the Sports Park Master Plan.	Sports Park to be completed by 30 November 2020	$6,711,847	GDC 1

4. Playing Fields	Open space and recreation	(a) One double playing field on a site north west of the Town Centre meeting the specifications provided in the CP.	Prior to the issue of the Subdivision Certificate for the1,200th Final Lot	$2,974,509	GDC 1
		(b) A single playing field on a site to the south of the Town Centre within Wayne Gardner Reserve.	Prior to the issue of the Subdivision Certificate for the 300th Final Lot	Nil	GDC 1
5. Children's Playgrounds	Open space and recreation	(a) Three (3) playgrounds on the GDC1 Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	$403,050	GDC 1
		(b) Two (2) playgrounds on the GDC 2 Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which	$403,050	GDC 2

			Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.		
6. Children's Play-spaces	Open space and recreation	(a) Five (5) play-spaces on the GDC 1 Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	$403,050	GDC 1
		(b) Two (2) play-spaces on the GDC 2 Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	$403,050	GDC 2
7. Community Parks/Green Spaces	Open space and recreation	A community park of 10,000m2 in the Town Centre meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within	$1,148,693	GDC 1

			the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.		
8. Other Passive Open Space	Open space and recreation	(a) Embellishment of passive open space on GDC 1 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	$5,204,660	GDC 1
		(b) Embellishment of passive open space on GDC 2 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	$1,869,175	GDC 2

9. Other Passive Open Space – Riparian Style Embellishment	Open space and recreation	(a) Embellishment of riparian style passive open space on GDC 1 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	$870,588	GDC 1
	Open space and recreation	(b) Embellishment of riparian style passive open space on GDC 2 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	Nil	GDC 2
10. Branch Library/Community Resource Centre	Community facility	A branch library/community resource centre on a site of 6,805m^2 in the Town Centre in the vicinity of the Town Park at an exact location agreed between the Parties.	Prior to the issue of the Subdivision Certificate for the 3,000th Final Lot	$7,861,445	GDC 1

11. Multi-purpose Community Centre	Community facility	One multi-purpose community centre in the general location identified in the CP.	Prior to the issue of the Subdivision Certificate for the 4,500th Final Lot	$1,607,646	GDC 2
12. Urban and Rural Roads	Roads and traffic management	(a) The Urban and Rural Roads identified in the CP that traverse the GDC 1 Land in accordance with the specifications provided in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	$5,362,150	GDC 1
		(b) The Urban and Rural Roads identified in the CP that traverse the GDC 2 Land in accordance with the specifications provided in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	$6,~~853,643~~884,333	GDC 2

13. Signalised Intersections	Roads and traffic management	(a) Two (2) intersections on GDC 1 Land in the general locations shown in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	$533,400	GDC 1
		(b) Four (4) intersections on GDC 2 Land in the general locations shown in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	$1,066,800	GDC 2
14. Cycleways	Roads and traffic management	(a) The cycleways identified on GDC 1 Land in the CP in accordance with the requirements in the CP plus extensions connecting these links to the residential areas proposed in the Development and Town Centre.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which	$758,575	GDC 1

			Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.		
		(b) The cycleways identified on GDC 2 Land in the CP in accordance with the requirements in the CP plus extensions connecting these links to the residential areas proposed in the Development and Town Centre.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	$1,119,367	GDC 2
15. Bus Stops	Roads and traffic management	Sixteen bus stops in locations to be agreed between the Developer and Council.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage, and subject to a bus servicing strategy being agreed to between the Parties	$274,440	GDC 1 and GDC 2

16. Water Crossings	Roads and traffic management	~~Two (2~~Three (3) crossings that are located entirely within the GDC 2 Land. This comprises one (1) crossing type identified as T6.1 in the CP, one (1) crossing type identified as T6.3 in the CP and one (1) crossing type identified as T6.5 in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	$~~3,513,773~~ 5,797,723	GDC 2
17. Embellishment of Riparian Land	Open Space and recreation	Embellishment of Riparian Land (Item 29) in accordance with the Riparian Corridor Land Policy, and any vegetation management plan and plan of management approved by Council for the Riparian Land..	Not applicable	Nil	GDC 1 and GDC 2
Dedication of Land					
18. Leisure Centre	Open space and recreation	Dedication of 1.1ha site ~~on which Item 1 is located.~~for the construction of the Leisure Centre by the Council	~~On completion, within the meaning of this Agreement, of Item 1, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.~~ By 2018 or within two (2) years after the opening of the	$1,122,000	GDC 2

			Oran Park Administration Building.		
19. Recreation and Youth Centre	Open space and recreation	Dedication of 0.77ha site on which Item 2 is located (but excluding land on which the BMX and skate park facilities are located).	On completion, within the meaning of this Agreement, of Item 2, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	$785,400	GDC 1
20. Sports Park	Open space and recreation	Dedication of 10.44ha site on which Item 3 is located.	In accordance with clause 9A.3	$5,916,000	GDC 1
21. Playing Fields	Open space and recreation	Dedication of 6.98ha site on which Items 4(a) and 4(b) are located.	On completion, within the meaning of this Agreement, of Items 4(a) and 4(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	$2,754,000	GDC 2
22. Children's Playgrounds	Open space and recreation	Dedication of 1.34ha site in which Items 5(a) and 5(b) are located.	On completion, within the meaning of this Agreement, of Items 5(a) and 5(b), and otherwise in accordance with this Agreement, or at such	$1,224,000	GDC1 and GDC 2

			later date as agreed by Council.		
23. Children's Play-spaces	Open space and recreation	Dedication of 2.06ha site on which Items 6(a) and 6(b) are located	On completion, within the meaning of this Agreement, of Items 6(a) and 6(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	$1,224,000	GDC1 and GDC 2
24. Community Parks/Green Spaces	Open space and recreation	Dedication of the 10,000m^2 site on which Item 7 is to be located.	On completion, within the meaning of this Agreement, of Items 7, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	$510,000	GDC 2
25. Other Passive Open Space Embellishment and Other Passive Open Space – Riparian Style Embellishment	Open space and recreation	(a) Dedication of 14.03ha site on which Item 8(a) and Item 9(a) are located.	On completion, within the meaning of this Agreement, of Items 8(a) and 9(a), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	$14,310,600	GDC1
		(b) Dedication of 6.36ha site on which Item 8(b) and Item 9(b) is located.	On completion, within the meaning of this Agreement, of Items 8(b) and 9(b), and	$3,556,944	GDC 2

			otherwise in accordance with this Agreement, or at such later date as agreed by Council.		
26. Branch Library/ Community Resource Centre	Community facilities	Dedication of 6,805m^2 site on which Item 10 is to be located.	On completion, within the meaning of this Agreement, of Item 10, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	$694,110	GDC 2
27. Multi-Purpose Community Centre	Community facilities	Dedication of the 1,102m^2 site on which Item 11 is located.	On completion, within the meaning of this Agreement, of Item 11, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	$115,005	GDC 2
28. Urban and Rural Roads	Roads and traffic Management	(a) Dedication of land on which Item 12(a) is located.	On completion, within the meaning of this Agreement, of Item 12(a), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	$3,929,407	GDC 1
		(b) Dedication of land on which Item 12(b) is located.	On completion, within the meaning of this Agreement, of Item 12(b), and otherwise	$5,090,657	GDC 2

			in accordance with this Agreement, or at such later date as agreed by Council.		
29. Riparian Land	Open Space, Recreation, and Environmental Conservation	Dedication of 36ha of riparian corridor land, as agreed between the Parties, in accordance with the Riparian Corridor Land Policy and this Agreement.	Within 28 days of completion of the Riparian Works (Item 17), or at such later date as agreed by Council.	Nil	GDC 1 and GDC 2
Monetary Contribution					
31.Monetary Contribution	Various	An amount determined by deducting the Contribution Value for all Contribution Items (other than Items 30, 32(a), 32(b) and 33) from the amount that would otherwise be payable by GDC 1, GDC 2 and Landcom in respect of the Development, under the CP	Payment of $~~12,472~~3,311 per lot prior to the issue of the Subdivision Certificate for the ~~last 1,500~~6,501st Final ~~Lots.~~Lot to the 7000th Final Lot	$~~18,707,379~~ 1,655,355	GDC 2
32.Monetary Contribution	Administration	(a) An amount which is one third of the total project management costs incurred by GDC 1 in respect of all Items involving Works provided to Council under this Agreement.	Prior to the issue of the Subdivision Certificate for each Final Lot	$2,227 per ha of NDA up to a maximum of $472,240	GDC 1

		(b) An amount which is one third of the total project management costs incurred by GDC 2 in respect of all Items involving Works provided to Council under this Agreement.	Prior to the issue of the Subdivision Certificate for each Final Lot	$644 per ha of NDA up to a maximum of $127,055	GDC 2
33.Monetary Contribution	Off-site water cycle management	An amount to be applied by the Council toward the provision of water cycle management facilities generated by the Development but located outside of the Land.	Prior to the issue of the Subdivision Certificate for each Final Lot in Stages O and R	$17,132 per ha of NDA up to a maximum of $511,898	GDC 2
33A. Monetary Contribution	Leisure Centre	An amount to be applied by the Council towards the provision of a Leisure Centre on the land dedicated to Council under Item 18	To be paid in instalments as follows: (a) Upon the execution of the Second Deed of Variation to this Agreement - $3,000,000. (b) Within fourteen (14) days of Council giving GDC 1 a copy of the final Development Application documentation for the Leisure Centre, such documentation to be given to GDC 1 before they are lodged with the relevant	$57,611,888 indexed to September 2019 and not subject to further indexation under Clause 8.4 of this Agreement.	GDC 1

			consent authority (estimated to be approximately six months after the execution of the Second Deed of Variation to this Agreement) - $3,000,000. (c) Within fourteen (14) days of receipt by GDC1 of written notice from Council that Council has awarded a construction contract for the construction of the Leisure Centre (estimated to be approximately 9 months after the lodgement of the Development Application for the Leisure Centre) - $15,000,000. (d) Three (3) months from the receipt of the written notice from Council of the award of the construction contract for the Leisure Centre- $10,000,000. (e) Six (6) months from the receipt of the written notice from Council of the award of the construction contract for		

			the Leisure Centre - $10,000,000. (f) Nine (9) months from the receipt of the written notice from Council of the award of the construction contract for the Leisure Centre - $15,000,000. (g) Twelve (12) months from the receipt of the written notice from Council of the award of the construction contract for the Leisure Centre - $1,611,888.		
Miscellaneous					
34. Water Cycle Management	Water cycle management	Water cycle management works are to be constructed in accordance with a water cycle management strategy approved by the Council. The water cycle management strategy is to achieve the water outcomes and objectives for each sub-catchment covered by the CP and incorporate a range of engineering devices including	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have	Nil	GDC 1 and GDC 2

		wetlands, bioretention, dry basins and open water bodies.	been issued to 90% or more of the total NDA of the Stage.		

Part B - Details of Development Contributions

Note: The net developable areas and the areas of land to be dedicated in each Stage are approximate and are likely to change throughout the life of the Development.

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
A	21.9	4	Playing Fields	A single playing field on a site to the south of the Town Centre within Wayne Gardner Reserve.	32,300
		5	Playground	One (1) playground	
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		12 and 13	Urban Roads	Part of Peter Brock Drive	

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
				Two (2) signalised intersections	
		17	Embellishment of Riparian Lands		49,300
B	32.1	6	Play Space	One (1) play space	24,900
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
C	15.2	6	Play Space	One (1) play space	10,100
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
		12	Urban Roads	Part of Peter Brock Drive	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		34,100
D	21.0	5	Playground	One (1) playground	56,200
		6	Play Space	One (1) play space	
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
		2	Recreation and Youth Facility (part)	Skate Park and BMX Facility	
		34	Water Cycle Management	Water Detention	Located within open space land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
E	19.56	3	Sports Park		~~79,000~~ 126,200

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
				A sports park on a 10.44ha site in the south-central part of the Oran Park Precinct with inclusions that generally reflect the specifications in the Sports Park Master Plan.	
		5	Playground	One (1) playground.	
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		14	Cycleways	Cycleways identified in the CP plus extensions.	Located within open space or riparian land.
F	10.8	4	Playing Fields	One double playing field on a site north west of the Town Centre meeting the specifications provided in the CP.	68,300
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	
		2	Recreation and Youth Centre (part)	A recreation and youth centre adjacent to the Town Centre with all facility inclusions listed in	

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
				the CP except for the Skate Park ~~and~~, the BMX Facility, the indoor rock climbing wall and two court sports hall.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		35,100
G	8.1	10	Library	A branch library/community resource centre in the Town Centre	6,805
		~~1~~18	Leisure Centre	~~Construction of a leisure centre including:~~ ~~• 25 m pool;~~ ~~• Free form leisure pool and teaching pool;~~ ~~• Two court hall/auditorium;~~ ~~• Fitness centre;~~ ~~• Creche centre;~~	11,000

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
				~~Public art component at 2% of the base building cost.~~Dedication of land upon which a Leisure Centre will be constructed by the Council. ▪	
		7	Community Park	A community park in the Town Centre meeting the specifications proposed in the CP.	
H	9.7		Nil		
I	15.0	8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	27,300
		34	Water Cycle Management	Water Detention	Located within open space land.
J	30.62	6	Play Space	One (1) play space	59,900
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space land.
		12	Rural Roads	Upgrade part of Cobbitty Road	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
K	45.5	6	Play Space	One (1) play space	17,600
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
		34	Water Cycle Management	Water Detention	
L	40.9	8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	49,900

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		16	Water Crossing	Crossing type T6.5 identified in the CP	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		42,500
M	19.0	9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	5,400
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		12 and 13	Urban Roads	Part of Peter Brock Drive Part of East-West Road 2 identified in the CP	

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
				One (1) signalised intersection	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		7,100
N	19.4	6	Play Space	One (1) play space	10,400
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		29,400
O	17.3	12 and 13	Urban Roads	Part of Transit Boulevard One (1) signalised intersection	
P	23.87	12	Rural Roads	Upgrade part of Cobbitty Road	
Q	17.8	5	Playground	One (1) playground	14,600

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		16	Water Crossing	Crossing type T6.3 identified in the CP	
		12	Urban Roads	Part of East-West Road 2 identified in the CP	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		61,900
R	14.2	11	Community Centre	One multi-purpose community centre in the general location identified in the CP.	1,128
		5	Playground	One (1) playground	3,000
S	32.3	6	Play Space	One (1) play space	12,300

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m^2)*
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		12 an 13	Urban Roads	Part of East-West Road 2 identified in the CP Two (2) signalised intersections	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		96,300

Schedule 4

(Clause 1.1)

Sports Park Master Plan

See next page

HARVEY STREET
SOUTH CIRCUIT
MAWER STREET
THE STRAIGHT
SKATE STREET
LOWNDES DRIVE
MASTER PLAN

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Schedule 5

(Clause 1.1)

Terms of Lease

Landlord	The registered proprietor of Leased Area
Tenant	Council of Camden
Leased Area	Contribution Item 20, being the 10.44ha site on which Contribution Item 3 is located, to be shown on a plan which complies with the Registrar-General's guidelines.
Commencement Date	The date that Contribution Item 3 is completed for the purposes of this Deed
Termination Date	The date that the Leased Area is dedicated to the Council under this Deed which shall not be less than 10 years from the Commencement Date.
Rent	$1.00 per annum
Permitted Use	Use of the Leased Area as a public sports park which is accessible by members of the public
Sublease	Provisions a reasonably required by the Council to enable the Council to sublease the Leased Area or enter into such other agreements with third parties for the management and operation of the Leased Area as a sports park
Access by Developer	Provisions as reasonably required by the Council to allow the Developer to enter onto the leased area in order to carry out remediation of the Leased Area in accordance with this Deed,
Liability for Claims and Indemnity	Provisions as reasonably required by the Council setting out which party is liable for claims and indemnity having regard to the fact that the public will be allowed onto the land
Other Terms	Such other provisions as reasonably required by the Council.

Execution

Executed as an Agreement

Dated:

Executed on behalf of the Council

_____

General Manager

_____

Witness/Name/Position

Executed on behalf of Greenfields Development Company Pty Limited in accordance with s127(1) of the Corporations Act (Cth) 2001

_____

Name/Position

_____

Name/Position

Executed on behalf of Greenfields Development Company No.2 Pty Limited in accordance with s127(1) of the Corporations Act (Cth) 2001

_____

Name/Position

_____

Name/Position

Executed on behalf of Leppington Pastoral Company Pty Limited in accordance with s127(1) of the Corporations Act (Cth) 2001

_____

Name/Position

_____

Name/Position

Executed on behalf of Landcom by me, Sean O'Toole, Managing Director, as Delegate of Landcom and I hereby certify that I have no notice of revocation of such delegation:

_____

Sean O'Toole, Managing Director

_____

Oran Park Urban Release Area Planning Agreement

Camden Council

Greenfields Development Company Pty Limited

Greenfields Development Company No. 2 Pty Limited

Leppington Pastoral Company Pty Limited

Landcom

Name/Position

Appendix

(Clause 60)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note