

Exhibition version

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Stockland Development Pty Limited

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Campbelltown City Council

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# Draft Planning Agreement

Section 93F of the Environmental Planning  
and Assessment Act, 1979 (NSW)

# Contents

<b>1</b>	<b>Definitions and interpretation</b>	<b>3</b>
1.1	Definitions	3
1.2	Interpretation	8
<b>2</b>	<b>Planning Agreement under the Act</b>	<b>9</b>
<b>3</b>	<b>Application of this Agreement</b>	<b>9</b>
<b>4</b>	<b>Operation of this Agreement</b>	<b>9</b>
<b>5</b>	<b>Development Contributions to be made under this Agreement</b>	<b>9</b>
<b>6</b>	<b>Carrying out and Delivery of Works and the payment of Monetary Contributions</b>	<b>10</b>
6.1	Commencement of Works	10
6.2	Delivery of Works	10
6.3	Defects Liability Period	10
6.4	Design and specification of Specified Works	11
6.5	Standard and cost of construction of the Works	12
6.6	Failure to deliver Works	13
6.7	Deferral of Works	13
6.8	Access to Land	14
6.9	Delivery of Monetary Contributions	15
<b>7</b>	<b>Dedication of Transfer Lands</b>	<b>15</b>
7.1	Identification of Community Centre Land	15
7.2	Dedication process	16
7.3	Carrying out of the Works prior to dedication of Transfer Lands	16
<b>8</b>	<b>Contamination</b>	<b>16</b>
<b>9</b>	<b>Application of sections 94, 94A and 94EF of the Act to the Development</b>	<b>17</b>
<b>10</b>	<b>Registration of this Agreement</b>	<b>17</b>
10.1	Registration	17
10.2	Release by Council	18
<b>11</b>	<b>Review of this Agreement</b>	<b>18</b>
<b>12</b>	<b>Dispute Resolution</b>	<b>18</b>
12.1	Reference to Dispute	18
12.2	Notice of Dispute	18
12.3	Representatives of Parties to Meet	19
12.4	No party may constrain	19
12.5	Expert Determination	19
<b>13</b>	<b>Security and Enforcement</b>	<b>20</b>
13.1	Developer to provide Security	20
13.2	Security to be provided to Council	20

13.3	Release of Security to the Developer and Adjustment of Security	20
13.5	Compulsory Acquisition for Transfer Lands	22
<b>14</b>	<b>Warranties and indemnities</b>	<b>22</b>
14.1	Warranties	22
<b>15</b>	<b>Insurance</b>	<b>23</b>
<b>16</b>	<b>Notices</b>	<b>23</b>
16.1	Delivery	23
16.2	Change of Details	24
16.3	Giving of Notice	24
16.4	Delivery outside of business hours	24
<b>17</b>	<b>Approvals and consent</b>	<b>24</b>
<b>18</b>	<b>Assignment and Novation</b>	<b>24</b>
18.1	Assignment and novation	24
18.2	Transfer Dealings and novation	24
18.3	Transfer of certain parts of the Land	25
<b>19</b>	<b>Development Contribution Alternatives</b>	<b>25</b>
19.1	Alternative method of providing Items of Work	25
<b>20</b>	<b>Costs</b>	<b>26</b>
<b>21</b>	<b>Entire Agreement</b>	<b>26</b>
<b>22</b>	<b>Capacity of Parties</b>	<b>26</b>
22.1	General	26
<b>23</b>	<b>Further acts</b>	<b>26</b>
<b>24</b>	<b>Governing law and jurisdiction</b>	<b>26</b>
<b>25</b>	<b>No fetter</b>	<b>27</b>
<b>26</b>	<b>Severability</b>	<b>27</b>
<b>27</b>	<b>Waiver</b>	<b>27</b>
<b>28</b>	<b>GST</b>	<b>27</b>
28.1	Construction	27
28.2	Intention of the Parties	28
28.3	Consideration GST exclusive	28
28.4	Payment of GST – additional payment required	28
28.5	Valuation of non-monetary consideration	29
28.6	Tax invoice	29
28.7	Adjustment event	29
28.8	Reimbursements	29
28.9	No Merger	30

<b>29</b>	<b>Relationship of Parties</b>	<b>30</b>
<b>30</b>	<b>Further steps</b>	<b>30</b>
<b>31</b>	<b>Counterparts</b>	<b>30</b>
<b>32</b>	<b>Rights cumulative</b>	<b>30</b>
<b>33</b>	<b>Frustrated Contracts Act 1978</b>	<b>30</b>
	<b>Schedule 1 - Section 93F Requirement</b>	<b>31</b>
	<b>Schedule 2 - Development Contributions</b>	<b>32</b>
	Schedule 3 – Not used	1
	Schedule 4 - Explanatory Note	2
	<b>Annexure A - Contribution Location Plan</b>	<b>1</b>
	<b>Annexure B – Contribution Area Plan</b>	<b>2</b>

Agreement made at

on

## Parties

**Campbelltown City Council** (ABN 31 459 914 087) of Civic Centre, Queen Street, Campbelltown, New South Wales (**Council**)

**Stockland Development Pty Limited** (ACN 000 064 835) of Level 25, 133 Castlereagh Street, Sydney, New South Wales (**Developer**)

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## Background

- A The Developer has submitted, and intends to submit further, Development Applications to the Council to facilitate the Development on the Land, being the proposed:
- a. creation of approximately 2,555 Dwellings (low and medium density);
  - b. associated roads, parks, community and stormwater facilities.
- B The Development forms part of the East Leppington Precinct under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* which covers two Local Government Areas, being the Campbelltown Local Government Area and the Camden Local Government Area.
- C The Developer has entered into a Voluntary Planning Agreement with Camden Council to provide developer contributions for that part of the development of the East Leppington Precinct falling within the Camden Local Government Area.
- D The Developer has made an offer to enter into this Agreement, if Development Consent is granted for a Stage, to make the Development Contributions for that Stage for a Public Purpose in accordance with the provisions of this Agreement consisting of:
- a. Carrying out of road works, being the Heath Road extension;
  - b. Creation of pedestrian and vehicle crossings of the riparian area or the Sydney Catchment Authority canal;
  - c. Construction of shared pedestrian paths and cycleways;
  - d. Trunk stormwater drainage facilities;
  - e. Embellishment and dedication of the riparian corridor land, adjacent multi-purpose drainage and passive open space;
  - f. Dedication of 14.1 hectares of structured open space including sports facilities;

g. The payment of monetary contributions for the administration of this Agreement; and

h. Construction of a Community Centre.

E The Developer has agreed to provide the Development Contributions for each Stage.

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# Operative provisions

## 1 Definitions and interpretation

### 1.1 Definitions

In this Agreement the following definitions apply:

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

**Agreement** means this voluntary planning agreement including any schedules and annexures.

**Approved Deferred Works** means those Works that Council approves, in its discretion, to defer to a subsequent Stage under **clause 6.7**.

**Authority** means, in respect of a particular context or circumstance, each Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal, having jurisdiction and responsibility in respect of that context or circumstance.

**Bank Guarantee** means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council, issued by:

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

**Bond** means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking with all the following requirements. It must:

- (a) be signed and issued by an Australian Prudential Regulation Authority ("APRA") regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia;

- (b) have at all times an investment grade security rating from an industry recognised rating agency of at least:
  - (i) BBB+ (Standard & Poors and Fitch);
  - (ii) Baa1 (Moody's); or
  - (iii) bbb (Bests);
- (c) be issued on behalf of the Developer;
- (d) have no expiry or end date;
- (e) have the beneficiary as the Council;
- (f) state the relevant minimum required to be lodged to achieve the Security Amount; and
- (g) state the purpose of the deposit required in accordance with this Agreement.

**Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Sydney.

**Capped Amount** means the capped amount for providing the Community Centre as specified in **column 6 of schedule 2**.

**Community Centre** means the multi-purpose community centre identified in Item 76 of **schedule 2** to be made available for public use including:

- (a) with a building area of up to 600m<sup>2</sup>; and
- (b) a site area of up to 2,500m<sup>2</sup> to allow for parking, setbacks and landscaping.

**Community Centre Land** means that part of the Land upon which the Community Centre is to be constructed as determined in accordance with **clause 7.1**.

**Construction Certificate** has the same meaning as in section 109C of the Act but excludes a Construction Certificate for any early or preliminary works.

**Contribution Area** means each of those areas identified as C through to P in **column 2 of schedule 2** and as identified on the Contribution Area Plan.

**Contribution Area Plan** means that plan attached at **annexure B**.

**Contribution Location Plan** means the plan at **annexure A** which shows the general location of the Development Contributions.

**Contribution Value** means the estimated value for an item of Work as identified in **column 6 of schedule 2**.

**DCP** means the Schedule One – East Leppington Precinct in the *Campbelltown Growth Centre Precincts Development Control Plan 2012*.

**Defects Liability Period** means the period of 12 months which commences on the date of Practical Completion of each of the Works.



**Defects Security** means the Security for rectification of defects required under **clause 6.3(a)**.

**Deferred Works** has the meaning in **clause 6.7(a)**.

**Development** means the staged development of approximately 2,555 Urban Lots (medium and low density) on the Land and associated roads, shared pedestrian and cycleways, utilities, open space, recreation facilities and trunk stormwater management network.

**Development Application** means a development application made by the Developer under the Act for a Stage or part of a Stage.

**Development Consent** means the determination by approval of a Development Application, as modified from time to time.

**Development Contribution** means those development contributions identified in **schedule 2** and which are to be provided by the Developer in accordance with this Agreement and as generally shown on the Contribution Location Plan.

**Explanatory Note** means the Explanatory Note attached at **schedule 4**.

**GST Law** has the meaning given to that term 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.

**IDP** means the East Leppington Precinct – Infrastructure Delivery Plan including the relevant concepts as prepared by AECOM dated 18 January 2013.

**Land** means the land contained in part Lots 1 and 2 in DP1185269, part Lot 5 DP1193006, part Lot 7 in DP1200698, Lot 9 DP1207461, Lots 18 and 19 in DP1215704, Lots 32, 33 and 34 in DP1439 (comprising Auto Consol 13532-141), Lot 11 DP135468, Lots 130 and 131 in DP135465 and Lot 108 in DP133315 (part of which has already been subdivided as at the date of this Agreement, and some of which will be subdivided) and which is located in the East Leppington Precinct but excluding:

- (a) Lot 12 DP1209044 which was sold to a third party for retail purposes; and
- (b) Lot 150 in DP1211497, which was sold to another party for retirement living purposes.

**Law** means any statute, regulation, proclamation, policies and rulings enforceable by statute, ordinance, by-law, local law, code or listing rule.

**Lot** means a lot in a registered deposited plan that forms part of the Land.

**LPI** means the Land and Property Information of New South Wales or any other Authority replacing it.

**Monetary Contributions** means the payment of the monies referred to in Item 77 of **schedule 2**.

**Net Developable Area** means the area of the ground (measured in hectares or fractions thereof) in Urban Lots for which Subdivision Certificates have been issued under the relevant Development Consent.

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

**Permitted Encumbrances** means easements in favour of utility service providers or required by any Authority or as otherwise agreed in writing by the Council.

**Phase 1 ESA** means a Phase 1 Environmental Site Assessment which provides a desktop assessment of the Stage Transfer Lands.

**Phase 2 ESA** means a Phase 2 Environmental Site Assessment which provides a detailed assessment of the relevant Stage Transfer Lands and includes testing to appraise the contamination status of soils.

**Plan of Subdivision** means a registered plan of subdivision within the meaning of the section 195 of the *Conveyancing Act 1919* (NSW).

**Playing Fields** means the playing fields referred to in Item 74 of **schedule 2**.

**Practical Completion** means the point of time at which the Works, the Community Centre or the Playing Fields (as the case may be) are fit for use and occupation, and are capable of being used and occupied for their intended purpose as set out in a Development Consent.

**Public Purpose** means any purpose that benefits the public or a section of the public, specified in section 93F(2) of the Act.

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

**Replacement Security** means the return by Council of Security held by Council under this Agreement in exchange for a new Security Amount pursuant to the provisions of **clause 13**.

**Residential Accommodation** has the same meaning as residential accommodation under the Standard Instrument.

**Road Works Contribution** means the construction of the collector road and the roundabout (Heath Road extension) as set out at **schedule 2**.

**Security Amount** means, for any Approved Deferred Works the following amounts:

- (a) 100 percent of the Contribution Value of the Approved Deferred Works, other than the Community Centre, that are left to be completed; and
- (b) the Capped Amount for the Community Centre,

or any lesser amount agreed by Council under **clause 6.7**;

**Security** means a Bank Guarantee or a Bond, indexed annually in accordance with the annual movements in the Consumer Price Index (All Groups Sydney) published by the Australian Bureau of Statistics on and from the date of this Agreement.

**Service Lot** means a Lot that is created for one or more of the following purposes:

- (a) to be dedicated or otherwise transferred to an Authority (including to the Council);
- (b) for any public utility undertaking within the meaning of the Standard Instrument;
- (c) to be association property within the meaning of the *Community Land Development Act 1989 (NSW)*;
- (d) for open space, recreation, environmental conservation, drainage or riparian land management; or
- (e) a road,

but does not include a Super Lot.

**Specified Work** means the following Works:

- (a) The Open Space & Recreation referred to in item 48 of **schedule 2**.
- (b) The Open Space & Recreation referred to in item 49 of **schedule 2**.
- (c) The Open Space & Recreation referred to in item 50 of **schedule 2**.
- (d) The Community Centre referred to in item 76 of **schedule 2**.

**Stage** means each stage forming part of the Development, as identified in a Development Application lodged by the Developer for a Stage including any other part of the Development which is related to the delivery of any Contributions for that Stage.

**Standard Instrument** means *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement.

**Subdivision** has the same meaning as in section 4B of the Act.

**Subdivision Certificate** has the same meaning as in section 109C of the Act.

**Super Lot** means a Lot which, following the registration of a Plan of Subdivision, is intended for further Subdivision (including strata and community title subdivision) for Residential Accommodation but does not include a Service Lot.

**Transfer Dealings** means any agreement or arrangement:

- (a) transferring or selling any part of the Land for which the Developer is the registered proprietor to an unrelated Party; or
- (b) assigning, novating or otherwise dealing with any right, obligation or interest under this Agreement.

**Transfer Lands** means that part of the Land upon which the Works are to be carried out and then dedicated to the Council or (its nominee) under this Agreement as specified in **schedule 2**.

**Urban Lot** means a Lot that forms part of the Land to be created by the registration of a:

- (a) Plan of Subdivision and is intended to be developed for Residential Accommodation; or
- (b) Strata plan and has been or is being developed for Residential Accommodation,

but excluding any Service Lots and Super Lots.

**Water Cycle Strategy** means the report titled *Water Cycle Strategy Report* prepared by Cardno dated 8 June 2012 for the East Leppington Precinct.

**Works** means each of the works including the embellishment works to be carried out by the Developer prior to the transfer of the relevant part of the Transfer Lands upon which the works have been carried out as specified in **schedule 2** and includes the Road Works Contribution.

## 1.2 Interpretation

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

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) 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 must be done on the next Business Day.
- (c) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (d) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment, replacement or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (e) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (f) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (g) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (h) 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.
- (i) 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.

- (j) References to the word 'include' or 'including' are to be construed without limitation.
- (k) A reference to this Agreement includes the agreement recorded in this Agreement.
- (l) 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.
- (m) Any schedules, annexures and attachments form part of this Agreement.

## **2 Planning Agreement under the Act**

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

## **3 Application of this Agreement**

This Agreement applies to the:

- (a) Land; and
- (b) Development.

## **4 Operation of this Agreement**

This Agreement operates on and from the date that the Agreement is entered into as required by Clause 25C(1) of the Regulation.

## **5 Development Contributions to be made under this Agreement**

- (a) Subject to this Agreement, the Developer is to make a Development Contribution for each Stage comprising:
  - (i) the carrying out and delivery of the Works;
  - (ii) the dedication of the Transfer Lands for the relevant Stage; and
  - (iii) the payment of Monetary Contributions for the administration of the Agreement.
- (b) The location of the Works and Transfer Lands are generally identified on the Contributions Area Plan.

## 6 Carrying out and Delivery of Works and the payment of Monetary Contributions

### 6.1 Commencement of Works

The Developer must obtain all necessary approvals, consents, certifications and authorisations required to carry out the Works.

### 6.2 Delivery of Works

- (a) The Developer must carry out each of the Works in accordance with the timing specified in **schedule 2**.
- (b) When the Developer is of the reasonable opinion that Practical Completion has been reached, the Developer must notify the Council in writing within 30 Business Days, specifying the date on which, in its opinion, Practical Completion has been reached.
- (c) Within 15 Business Days of the date upon which the Developer has nominated as the date upon which Practical Completion has been reached, the Council must carry out an inspection of the relevant Works.
- (d) The Council must, within 15 Business Days of carrying out its inspection of the Works provide notice to the Developer specifying that either:
  - (i) it is of the opinion that Practical Completion has been reached for the relevant Works; or
  - (ii) it is of the opinion that Practical Completion has not been reached, in which case it must set out all the matters that the Council reasonably considers must be completed in order for Practical Completion to be reached.
- (e) The Developer:
  - (i) must undertake the works specified by the Council under **clause 6.2(d)(ii)**, as soon as practicable and once complete, the provisions of **clauses 6.2(a) – (d)** will apply; or
  - (ii) if it does not agree with the matters set out in the Council's notice under **clause 6.2(d)(ii)**, must notify the Council that a dispute has arisen under **clause 12.1** of this Agreement.

### 6.3 Defects Liability Period

- (a) Within 20 Business Days after Practical Completion of any Works, the Developer must provide Security (**Defects Security**) to Council to be held for the Defects Liability Period in an amount equal to 5 percent of the Contribution Value (excluding GST) of the relevant Works, except where the Developer has, in compliance with a condition of the Development Consent provided Security for defects rectification for the relevant Works, in which case no further Defects Security is required to be provided for those relevant Works.
- (b) If the Council notifies the Developer of a defect in any part of the Works identified in **schedule 2** within the Defects Liability Period, the Developer

must remedy that defect within the period required by Council, which must be a reasonable period, having regard to the nature of the defect.

- (c) If the Developer does not rectify any defect in the Works identified in **schedule 2** as duly notified under **clause 6.3(a)**, then **clause 13.4** applies.
- (d) The provisions of **clause 13** apply to the release of the Defects Security.

#### **6.4 Design and specification of Specified Works**

- (a) Before commencing construction of a Specified Work, the Developer must submit to Council for its approval, the detailed design and specification for the Specified Work.
- (b) The design and specification for the Specified Work must be prepared by the Developer having specific regard to:
  - (i) the core elements for that Specified Work set out in **column 5** of **schedule 2**; and
  - (ii) in the case of the Community Centre referred to in item 76 of **schedule 2**, the capped Contribution Value such that the agreed design must have an estimated value to construct of no more than the capped amount referred to in **column 6** for item 76 of **schedule 2**.
- (c) If, within thirty (30) days of the date of submission referred to in paragraph (a):
  - (i) Council notifies the Developer in writing of its approval of the design and specification, the Developer is to carry out and complete the Specified Work in accordance with that design and specification;
  - (ii) Council fails to notify the Developer in writing that it approves or does not approve of the design and specification, Council is taken to have approved the design and specification of the Specified Work and the Developer may carry out and complete the Specified Work in accordance with that design and specification; or
  - (iii) Council notifies the Developer in writing that it does not approve of the design and specification, the Developer may:
    - (A) elect to amend the design and specification and submit to Council the amended design and specification in which case the approval process set out in this clause 6.4 applies to that amendment; or
    - (B) if the Developer does not agree with the modifications requested by Council, refer the matter for dispute resolution under clause 12.
- (d) For the purposes of clause 6.4(c)(iii), except with the agreement of the Developer, Council cannot require the Developer to:

- (i) comply with the design approved under this clause if it is inconsistent with the relevant Development Consent; and
- (ii) make modifications to the design and specification of a Specified Work that results in a change to the matters identified as core elements for that Work in **column 5 of schedule 2**.

## 6.5 Standard and cost of construction of the Works

- (a) Any Work that the Developer is required to carry out under this Agreement is to be carried out in accordance with:
  - (i) this Agreement;
  - (ii) the requirements of any approval, consent, permission or licence issued by a relevant Authority;
  - (iii) any Australian standards and other laws applicable to the Work; and
  - (iv) in a proper and workmanlike manner, complying with current industry practice and standards relating to the Work.
- (b) For the purposes of this Agreement, the Parties acknowledge that:
  - (i) the Contribution Value of each Work, excluding the Community Centre, is specified in **column 6 of schedule 2** and is determined as the estimated value of the relevant Work:
    - (A) however is not a cap on the cost of the relevant Work; and
    - (B) includes all fees and charges incurred by the Developer with respect to design, project management and consultants; and
  - (ii) the Developer is only required to carry out the Works connected with the Community Centre up to the Capped Amount.
- (c) After the Developer has costed any Work (excluding the Community Centre), and the costs of the relevant Work exceeds its Contribution Value by more than 10 percent then:
  - (i) the Developer may issue a notice to Council providing details of:
    - (A) the exceedance of the Contribution Value for the relevant Work; and
    - (B) any proposed variation to the Work including a variation to the specifications or design so that the additional cost of the Work is no more than 10 percent of the Contribution Value; and
  - (ii) within 5 Business Days of the issue of a notice by the Developer under clause **6.5(c)(i)**, the Developer and the Council are to meet in good faith to agree on any revised specifications or variation to the Work so that any additional costs for the variation of the relevant Work is no more than 10 percent of its Contribution Value.



- (e) The design or specifications of any Works that are required to be carried out by the Developer under this Agreement may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Agreement.

## **6.6 Failure to deliver Works**

- (a) If the Developer fails to complete all or any part of the Works as required by this Agreement by the time specified in **schedule 2** for that item of Work and Council has not agreed to a deferral of the Works under **clause 6.7**, the Council may elect to:
  - (i) complete that item or such part or parts of that item as are outstanding as at the date specified in **schedule 2** or otherwise as agreed and in the event Council makes such an election, the Council must act reasonably in carrying out the relevant Works;
  - (ii) appoint a contractor to carry out those Works on the Council's behalf and, in the event Council makes such an appointment, the Council must ensure that the contractor carries out the relevant Works in a reasonable manner; or
  - (iii) withhold the issue of a relevant Subdivision Certificate until the Works are completed by the Developer.
- (b) If **sub-clause 6.6(a)** applies:
  - (i) if required, the Developer must allow the Council, its officers, employees, agents and contractors to enter the Land for the purposes of completing the relevant Works but the Council must ensure that there is compliance with **clause 6.8**; and
  - (ii) any reasonable costs incurred by Council under **clause 6.6(a)** will be a liquidated debt due and payable by the Developer to Council but any such amount payable must be no more than the Contribution Value for that item of the Works or where relevant, no more than the Capped Amount for the Community Centre.

## **6.7 Deferral of Works**

- (a) Notwithstanding any other provision of this Agreement, if the Developer forms the view at any time, that it is unable to make all or part of a Development Contribution comprising an item or items of Works (**Deferred Works**) by the time specified in **schedule 2**, then the Developer must seek Council's approval to defer the relevant Works by providing written notice to the Council:
  - (i) identifying the relevant Work that the Developer proposes to defer;
  - (ii) identifying the anticipated time for Practical Completion of the relevant Work; and
  - (iii) if the Developer seeks to reduce the Security Amount for the Deferred Works from a default amount equal to 100 percent of the Contribution Value of the Work, the Developer must provide

reasons for that request including any evidence of the cost of achieving Practical Completion of the Deferred Works to support the reduction in the Security Amount.

- (b) The Council must give the Developer a written notice stating whether or not it consents to the deferral of the Deferred Works, the revised date for Practical Completion and any reduction in the Security Amount within 10 Business Days of the Developer providing the notice under **clause 6.7(a)**. In determining whether it consents to the deferral of the Deferred Works, the revised date for Practical Completion and any reduction in the Security Amount, Council must act reasonably.
- (c) If the Council consents to the deferral of the Deferred Works, then the following applies:
  - (i) the Developer must provide the Council with Security for the Security Amount identified in Council's notice in **clause 6.7(b)** in accordance with **clause 13.2** and for the avoidance of doubt, if Council already holds Security for the relevant Approved Deferred Works, any part of that amount may be applied to the Security Amount required under Council's notice in **clause 6.7(b)**; and
  - (ii) the time for completion of the Approved Deferred Works under this Agreement will be taken to be the revised date for Practical Completion approved by the Council.
- (d) If the Council approves the Deferred Works under **clause 6.7(c)**, then:
  - (i) the Developer will not be considered to be in breach of this Agreement as a result of a failure to achieve Practical Completion of the Approved Deferred Works by the time for completion of those Works as specified in **schedule 2**; and
  - (ii) if applicable, any relevant Subdivision Certificate may be issued if the time for compliance for Practical Completion of the Approved Deferred Works is required prior to the issue of a Subdivision Certificate in **schedule 2**.
- (e) If the Approved Deferred Works do not achieve Practical Completion by the revised date, then the Council may:
  - (i) withhold the issue of Subdivision Certificate until the Approved Deferred Works are completed; and/or
  - (ii) call on the Approved Deferred Works Security in accordance with **clause 13.4**.

## **6.8 Access to Land**

- (a) 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 Works 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.

- (b) The Developer is to permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior written notice, in order to inspect any Works.
- (c) Council must ensure when entering onto the Land pursuant to **clauses 6.8(a) and (b)** that the Council and any of its officers, employees, agents and contractors comply with:
  - (i) if relevant, all directions of the Developer or its principal contractor; and
  - (ii) all Laws including those relating to work, health and safety.

## 6.9 Delivery of Monetary Contributions

- (a) The Monetary Contributions are made for the purposes of this Agreement when cleared funds are deposited and credited by means of electronic funds transfer into a bank account nominated by the Council.
- (b) The Developer is to give the Council not less than 10 Business Days written notice of its intention to pay the Monetary Contributions.
- (c) If a tax invoice is by law required to be provided to the Developer by the Council the Developer is not required to pay the contributions identified in **clause 6.9(a)** until the Council, after having received the Developer's notice under **clause 6.9(b)**, has given to the Developer a tax invoice for the amount of the relevant monetary contribution

# 7 Dedication of Transfer Lands

## 7.1 Identification of Community Centre Land

- (a) Prior to the commencement of the construction of the Community Centre:
  - (i) the Developer must identify the location and configuration of the Community Centre Land to the Council which can be located within the area specified on the Contribution Location Plan or any other area as agreed between the Parties;
  - (ii) the Parties must agree the actual location and configuration of the Community Centre Land having regard to:
    - (A) the impositions and requirements of the Development applying at that time; and
    - (B) the detail and reasoning incorporated in the Developer's proposal referred to in **clause 7.1(a)(i)**; and
  - (iii) the Developer must, at its cost, prepare a Plan of Subdivision to create a separate Lot or Lots for the Community Centre Land (**Community Centre Land Plan**).

- (b) The Community Centre Land Plan is to be registered by the Developer immediately prior to the date it is to be dedicated to Council in accordance with **clause 7.2**.
- (c) The Parties must use reasonable endeavours to undertake the steps referred to in **clause 7.1(a)** so that the Developer can meet its obligations under this Agreement.

## 7.2 Dedication process

- (a) The Developer must take all steps necessary to register at the LPI the transfer for the relevant part of the Transfer Lands to the Council on the later of:
  - (i) dedication of the Transfer Lands on the registration of a deposited plan which indicates that the relevant portion of the Transfer Lands is intended to be dedicated to the Council; or
  - (ii) Practical Completion of the Works that are located on the Transfer Lands and if so, the Developer must deliver to the Council at the same time as it provides notice to Council that Practical Completion has been achieved:
    - (A) a form of transfer in respect of the relevant portion of the Transfer Lands executed by the Developer in registrable form transferring that land for \$1.00; and
    - (B) the certificates of title for the relevant part of the Transfer Lands; and
    - (C) withdrawal of any caveat, mortgage or charge registered on the title to the Transfer Lands which would prevent registration of the transfer to Council,
 and the Developer must otherwise take any other necessary action (other than paying stamp duty associated with the transfer) to give effect to the transfer of the title of the relevant portion of the Transfer Lands to the Council.
- (b) The Council agrees that it will accept the Transfer Lands subject to the Permitted Encumbrances.

## 7.3 Carrying out of the Works prior to dedication of Transfer Lands

Subject to **clause 6.7**, the Developer must reach Practical Completion of the Works prior to the dedication to the Council of the relevant Transfer Lands upon which those Works are to be erected.

# 8 Contamination

- (a) At the same time as the lodgement of the Development Application for a Stage that includes the proposed Subdivision and dedication to Council of any part of the Transfer Lands (**Stage Transfer Lands**), the

Developer must provide Council with a Phase 1 ESA for the Stage Transfer Lands.

- (b) If:
  - (i) the Phase 1 ESA for the Stage Transfer Lands concludes that the Stage Transfer Lands are likely to be at a level of contamination suitable for the proposed use of the Stage Transfer Lands and that no further investigations are required, the Developer is not required to provide a Phase 2 ESA to Council; and
  - (ii) the Phase 1 ESA for the Stage Transfer Lands concludes that a Phase 2 ESA should be prepared to identify the extent of the contamination, then the Developer must provide Council with a Phase 2 ESA for the Stage Transfer Lands as close as practicable to the date of the lodgement of the Development Application for the relevant Stage.
- (c) Council may request by written notice to the Developer that the Developer procure from the consultants that prepared the Phase 1 ESA or the Phase 2 ESA, a letter that provides Council with contractual reliance on the Phase 1 ESA or the Phase 2 ESA (**Reliance Letter**).
- (d) The Developer must, within a reasonable period of time from receipt of the notice in **clause 8(c)**, provide the Reliance Letter to Council.
- (e) The Developer is responsible for payment of all costs and expenses associated with obtaining a Phase 1 ESA, Phase 2 ESA and Reliance Letter (if applicable) including (but not limited to) the fees of the Certified ESA Consultant(s).

## 9 Application of sections 94, 94A and 94EF of the Act to the Development

This Agreement:

- (a) wholly excludes the application of sections 94 and 94A of the Act to the Development; and
- (b) does not exclude the application of section 94EF of the Act to the Development.

## 10 Registration of this Agreement

### 10.1 Registration

- (a) The Council and the Developer agree that as soon as reasonably practicable after execution of the Agreement, the Agreement must be lodged with the LPI by the Developer for registration on the title to all Super Lots which are located within Contribution Areas O, N, M, L and K on the Contribution Area Plan and which, at the time of lodgement, are

owned by the Developer at the Developer's expense and the Developer must provide Council with:

- (i) evidence of that lodgement; and
- (ii) a written undertaking that it will not take steps to uplift the request form from the LPI (other than as may be necessary to comply with any requisition raised by the LPI).

## **10.2 Release by Council**

- (a) The Council agrees to provide the Developer with a release and discharge of this Agreement with respect to a Lot or Lots forming part of the relevant Land or any lot, including a strata lot, created or to be created on subdivision of the Land (or part of the Land) (**Release Land**) on the earliest of:
  - (i) the date that Council consents to the deferral of Deferred Works under **clause 6.7(b)** and the Developer providing any Security required to be provided with respect to that Deferred Work; or
  - (ii) date of satisfaction by the Developer of the obligation to provide the Development Contributions for that Release Land.
- (b) Within 7 Business Days of the occurrence of a release and discharge event in **clause 10.2(a)**, Council must do all things reasonably necessary, including the execution of any documents, to enable the Developer to remove the notation of this Agreement on the relevant folios of the register, held by the LPI pertaining to the Release Land.

## **11 Review of this Agreement**

- (a) This Agreement may be reviewed or modified and any review or modification of this Agreement will be conducted in the circumstances and in the manner determined by the Parties and subject to the Act.
- (b) No modification or review of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

## **12 Dispute Resolution**

### **12.1 Reference to Dispute**

- (a) If a dispute arises between the Parties in relation to this Agreement, then the Parties must resolve that dispute in accordance with this clause; and
- (b) If a dispute arises between the Parties under **clause 6.2(e)(ii)**, the expert determination provisions in **clause 12.5** will apply.

### **12.2 Notice of Dispute**

The Party wishing to commence the dispute resolution processes must notify the other Parties in writing of:

- (a) the intent to invoke this clause;
- (b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause; and
- (c) the outcomes which the notifying Party wishes to achieve (if practicable).

### **12.3 Representatives of Parties to Meet**

- (a) The representatives of the Parties must promptly (and in any event within 14 Business Days of the written notice provided in accordance with **clause 12.2**) meet in good faith to attempt to resolve the notified dispute.
- (b) The Parties may, without limitation:
  - (i) resolve the dispute during the course of that meeting;
  - (ii) agree that further material, expert determination in accordance with **clause 12.5** or consideration is needed to effectively resolve the dispute (in which event the Parties will, in good faith, agree to a timetable for resolution);
  - (iii) agree that the Parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

### **12.4 No party may constrain**

If:

- (a) at least one meeting has been held in accordance with **clause 12.3**; and
- (b) the Parties have been unable to reach an outcome identified in **clause 12.3(b)(i) to (iii)**; and
- (c) any of the Parties, acting in good faith, forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under **clause 12.3**,

then, that Party may, by 14 Business Days written notice to the other Party, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause does not of itself amount to a breach of this Agreement.

### **12.5 Expert Determination**

- (a) If a Dispute arises between Parties to this Agreement, the Parties may agree to refer the Dispute to expert determination in Sydney, New South Wales administered by the Australian Commercial Dispute Centre (**ACDC**).
- (b) The expert determination will be conducted in accordance with the ACDC Rules for Expert Determination (**Rules**) in force at the date of this Agreement. The Rules set out the procedures to be adopted, the process of selection of the expert and the costs involved, including the

Parties' respective responsibilities for the payment of the expert's costs and other costs of the expert determination.

- (c) The expert determination will be final and binding on the Parties.
- (d) This **clause 12.5** survives termination of this Agreement.
- (e) At any time, a Party may, without inconsistency with this **clause 12.5**, seek urgent interlocutory relief in respect of a dispute subject of this **clause 12.5**, from any Court having jurisdiction.

## 13 Security and Enforcement

### 13.1 Developer to provide Security

Section 93F(3)(g) of the Act requires the enforcement of a planning agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of the Agreement by the Developer. The intention of the Parties is that **clause 10** and this **clause 13** satisfy this obligation.

### 13.2 Security to be provided to Council

The Developer must provide the Security for the Security Amount to the Council in the following circumstances for the Approved Deferred Works, prior to the date on which the application for the relevant Subdivision Certificate is made for the relevant Land.

### 13.3 Release of Security to the Developer and Adjustment of Security

- (a) In respect of each Security provided to the Council for the Approved Deferred Works, the Council must release the Security or the relevant part of the Security to the Developer within 28 days from achieving Practical Completion of the relevant part of the Approved Deferred Works under **clause 6.2(d)**.
- (b) In the event that only part of the Security is to be released to the Developer under **clause 13.3(a)** as a consequence of only part of the Approved Deferred Works achieving Practical Completion, then the Council must release the Security and the Developer must provide the Replacement Security for the remaining Approved Deferred Works.
- (c) In respect of the Defects Security provided under **clause 6.3**, the Council must release the Security to the Developer on the earlier of:
  - (i) expiration of the Defects Liability Period; or
  - (ii) rectification of the relevant defects in the Works subject of the Defects Security.
- (d) When the Developer satisfies its obligations under this Agreement to provide any or all of the Works by paying to the Council the specified Contribution Value for any or all of the Works under **clause 19**, then the Council must release the Security or the relevant part of the Security to the Developer within 28 days of receipt of payment.



## 13.4 Call on Security

- (a) Subject to **clause 13.3**:
  - (i) the Security provided in **clause 13.3(a)** is given to secure performance by the Developer of its obligations to pay any costs of achieving Practical Completion of the Approved Deferred Works under **clause 6.7** if the Developer fails to complete those works in accordance with the revised timeframe agreed with Council under **clause 6.7(c)(ii)**;
  - (ii) the Defects Security provided in **clause 6.3** is given to secure rectification of any defects arising and notified to the Developer by the Council in writing during the Defects Liability Period.  
**(Rectification Costs).**
- (b) The Council must only exercise its rights under the Security in accordance with this **clause 13.4**
- (c) The Council must not request a payment (**Security Payment**) under the Security from the provider of it, unless:
  - (i) the Council has first given 40 Business Days written notice (**Claim Notice**) to the Developer of its intention to do so within which period the Developer may rectify the breach identified in the Claim Notice;
  - (ii) the Claim Notice specifies the Rectification Costs to which that Security Payment relates and the amount and calculation of the Security Payment;
  - (iii)
    - (A) where the reason for the request is that, the Developer has, in breach of this Agreement, failed to comply with its obligations to carry out the Works or the Approved Deferred Works in accordance with this Agreement and the Developer has failed to pay any Rectification Costs, the amount of which has been ascertained and to which the Council is entitled; and
    - (B) there is no dispute between the Developer and the Council:
      - (1) as to whether the Developer is obliged to pay the relevant Rectification Costs or is otherwise in breach of its obligations to do so; or
      - (2) about the amount of the Rectification Costs, for which the Security Payment is requested.
- (d) The amount of the Security Payment requested by Council under this **clause 13.4** must not exceed the amount of the Rectification Costs (as the case requires) and Council must, upon demand, account to the Developer for any Security Payment to the extent that it exceeds or is

otherwise not required to pay the Rectification Costs for which the Security Payment is requested.

- (e) The Council must take reasonable steps to mitigate any loss.

### **13.5 Compulsory Acquisition for Transfer Lands**

- (a) If the Developer does not dedicate the Transfer Lands in accordance with the timing in **clause 7.2(a)**, the Developer consents to the Council compulsorily acquiring the relevant part of the Transfer Lands in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) for the amount of \$1.00.
- (b) Council acknowledges that the compulsory acquisition right provided by the Developer to Council in **clause 13.5(a)** for the Transfer Lands is adequate security for the purposes of this Agreement and section 93F(3)(g) of the Act with respect to the obligation to provide the Transfer Lands.
- (c) The Council is to only acquire the relevant part of the Transfer Lands pursuant to **clause 13.5(a)** if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the land required to be dedicated under this Agreement.
- (d) The Developer and the Council agree that:
  - (i) **clause 13.5(a)** is an agreement between the Developer and the Council for the purpose of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
  - (ii) in **clause 13.5(a)**, the Developer, and the Council have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (e) If, as a result of the acquisition referred to in **clause 13.5(a)**, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council.

## **14 Warranties and indemnities**

### **14.1 Warranties**

The Parties warrant to one another that:

- (a) they are able to fully comply with their obligations under this Agreement; and
- (b) there is no legal impediment to them entering into this Agreement, or performing the obligations imposed under it.

## 15 Insurance

- (a) The Developer must take out and keep current to the satisfaction of Council the following insurances in relation to the Works required to be carried out by the Developer under this Agreement up until each of the Works are taken to have been completed in accordance with this Agreement:
  - (i) contract works insurance covering loss of or damage to the Works for the full replacement value of the Works.
  - (ii) public liability insurance for at least \$20,000,000.00 for a single occurrence, noting the Council as an interested party, for liability to any third party;
  - (iii) workers compensation insurance as required by Law; and
  - (iv) any other insurance required by Law.
- (b) The Developer must not commence any of the Works unless it has first complied with **clauses 15(a)**.

## 16 Notices

### 16.1 Delivery

Any notice, consent, information, application or request that must 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:

- (a) Delivered or posted to that Party at its address set out below.
- (b) Faxed to that Party at its fax number set out below.
- (c) Emailed to that Party at its email address set out below.

#### **Campbelltown City Council**

Attention: General Manager, Campbelltown City Council  
Address: Civic Centre, Queen Street, Campbelltown NSW 2560  
Fax Number: (02) 4645 4111  
Email: Council@Campbelltown.nsw.gov.au

#### **Stockland**

Attention: General Manager, Residential Development, NSW  
Address: Level 25, 133 Castlereagh Street, Sydney, NSW 2000  
Fax Number: (02) 8988 2000  
Email: Richard.rhydderch@stockland.com.au

## **16.2 Change of Details**

If a Party gives the other Parties 10 Business Days' notice of a change of its address, email address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, electronically sent, posted or faxed to the latest address, email address or fax number.

## **16.3 Giving of Notice**

Subject to **clause 16.4**, any notice, consent, invoice, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered by process server, when it is served at the relevant address;
- (b) if it is sent by registered post, two Business Days after it is posted; and
- (c) if it is sent by email, when a delivery confirmation report is received by the sender, unless subsequently the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered.

## **16.4 Delivery outside of business hours**

If any notice, consent, information, application or request is delivered on a day that is not a Business Day, or if on a Business Day, after 5.00 pm 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.

## **17 Approvals and consent**

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

## **18 Assignment and Novation**

### **18.1 Assignment and novation**

The Developer may not assign, novate or otherwise deal with its rights, obligations or interest under this Agreement other than in accordance with this **clause 18**.

### **18.2 Transfer Dealings and novation**

- (a) Subject to **clause 18.3**, the Developer must not enter into any Transfer Dealings in respect of the Land without the prior written consent of the Council, which the Council must not withhold if, acting reasonably, it is satisfied that the person to whom the Developer's rights, obligations or interests are to be transferred, assigned or novated (the "**Incoming**

**Party")** has sufficient assets, resources and expertise required in order to perform the Developer's rights and obligations under this Agreement having regard to:

- (i) the type of rights, obligations or interests being transferred, assigned or novated; and
  - (ii) the area of the Land owned by the Developer being transferred to the Incoming Party including the value of the Development Contributions attributable to that part of the Land; and
- (b) Once a novation deed is executed by the Council, the Developer and the Incoming Party, from the date of the novation deed the Developer is released from its obligations under this Agreement to the extent that they:
- (i) are novated to the Incoming Party, and
  - (ii) remain to be performed.

### **18.3 Transfer of certain parts of the Land**

The provisions of **clauses 18.1** and **18.2** do not apply to the sale and transfer of:

- (a) an Urban Lot; and
- (b) a Super Lot where the Developer has completed its obligations under this Agreement in respect of that Super Lot.

## **19 Development Contribution Alternatives**

### **19.1 Alternative method of providing Items of Work**

- (a) If Council consents (in its absolute discretion), the Developer may satisfy its obligation under this Agreement to provide any or all of the Works by paying to Council the specified Contribution Value for any or all of the Works.
- (b) If the Developer pays a monetary amount under **clause 19.1(a)**, the relevant amount must be paid to Council by the time that the relevant item of Work was required to have been completed under this Agreement.
- (c) If Council consents (in its absolute discretion), the Developer may vary or replace any item of Work provided that:
  - (i) the Contribution Value of the varied or new item of Work is the same or greater than the Contribution Value of the original item of Work, or the Developer increases the amount it expends on a different item of Work by any amount it reduces the amount it expends on the relevant item of Work;
  - (ii) the varied or new item of Work serves the same, or a similar, public purpose as the original item of Work;

- (iii) the varied or new item of Work is provided at the same time as the original item of Work was required to have been provided under this document; and
- (iv) the varied or new item of Work complies with the requirements of any relevant Authority.

## 20 Costs

The Developer agrees to pay Council's reasonable costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.

## 21 Entire Agreement

- (a) This Agreement contains everything to which the Parties have agreed in relation to the matters those documents deal with. 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.
- (b) Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Agreement.

## 22 Capacity of Parties

### 22.1 General

Each Party warrants to each other Party that:

- (a) this Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Agreement in the capacity of trustee of any trust.

## 23 Further acts

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

## 24 Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its Courts and Courts of appeal from

them. The Parties will not object to the exercise of jurisdiction by those Courts on any basis.

## **25 No fetter**

Nothing in this Agreement shall be construed as requiring the Authority 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.

## **26 Severability**

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 must be read in the latter way. 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.

## **27 Waiver**

- (a) 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 or exercise of a right of, or breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) A written waiver by a Party is only effective in relation to the particular obligation, right or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation, right or breach or as an implied waiver of that obligation, right or breach in relation to any other occasion.
- (d) A single or partial exercise or waiver by a Party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (e) A Party is not liable for any loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

## **28 GST**

### **28.1 Construction**

In this **clause 27**:

- (a) words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
- (b) **GST Law** has the same meaning given to that expression in the GST Act.

## **28.2 Intention of the Parties**

Without limiting the operation of this **clause 27**, as at the date of this Agreement, the Parties intend that:

- (a) Divisions 81 and 82 of the GST Act apply to the supplies made under and in connection with this Agreement;
- (b) no tax invoices will be exchanged between the Parties; and
- (c) no additional amount will be payable to a Supplier (as defined in **clause 27.4** below) on account of GST.

## **28.3 Consideration GST exclusive**

All prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

## **28.4 Payment of GST – additional payment required**

- (a) If an entity (**Supplier**) makes a taxable supply under or in connection with this Agreement (**Relevant Supply**), then, subject to **clause 27.4(d)**, the Party required under the other provisions of this Agreement to provide the consideration for that Relevant Supply (**Recipient**) must pay an additional amount to the Supplier (**GST Amount**), as calculated under **clause 27.4(b), 27.4(c)** and **27.4(e)** (as appropriate).
- (b) To the extent that the consideration to be provided by the Recipient for the Relevant Supply under the other provisions of this Agreement is a payment of money (including, for the avoidance of doubt, any payment under **clauses 27.4(c)** and **27.4(e)**), the Recipient must pay to the Supplier an additional amount equal to the amount of the payment multiplied by the rate or rates of GST applicable to that Relevant Supply.
- (c) To the extent that the consideration to be provided by the Recipient for that Relevant Supply is neither:
  - (i) a payment of money; nor
  - (ii) a taxable supply,

**(Non-taxable non monetary consideration),**

the Recipient must pay to the Supplier an additional amount equal to 1/11<sup>th</sup> of the GST-inclusive market value of the Non-taxable non-monetary consideration.
- (d) To the extent that the consideration payable by the Recipient is a taxable supply made to the Supplier by the Recipient, then, notwithstanding **clause 27.4(a)** and subject to **clause 27.4(e)**, no additional amount is



payable by the Recipient to the Supplier on account of the GST payable on that taxable supply.

- (e) Notwithstanding **clause 27.4(d)** if the GST-inclusive market value of the non-monetary consideration of the Relevant Supply (**Supplier's taxable supply**) is less than the GST-inclusive market value of the non-monetary consideration comprising the taxable supply made by the Recipient to the Supplier for the Supplier's taxable supply (**Recipient's taxable supply**) then, the Recipient must pay to the Supplier an additional amount equal to 1/11<sup>th</sup> of the difference between the GST-inclusive market value of the Recipient's taxable supply and the GST-inclusive market value of the Supplier's taxable supply.
- (f) The recipient will pay the GST Amount referred to in this **clause 27.4** in addition to and at the same time as the first part of the consideration is provided for the Relevant Supply.

## **28.5 Valuation of non-monetary consideration**

The Parties will seek to agree upon the market value of any non-monetary consideration which the Recipient is required to provide under **clause 27.4**. If agreement cannot be reached prior to the time that a Party becomes liable for GST, the matter in dispute is to be determined by an independent expert nominated by the President for the time being of the Institute of Chartered Accountants in Australia. The Parties will each pay one half of the costs of referral and determination by the independent expert.

## **28.6 Tax invoice**

The Supplier must deliver a tax invoice to the Recipient before the Supplier is entitled to payment of the GST Amount under **clause 27.4**. The Recipient can withhold payment of the GST Amount until the Supplier provides a tax invoice.

## **28.7 Adjustment event**

If an adjustment event arises in respect of a taxable supply made by a Supplier under this Agreement, the GST Amount payable by the Recipient under **clause 27.4** will be recalculated taking into account any previous adjustment under this clause to reflect the adjustment event and a payment will be made by the Recipient to the Supplier or by the Supplier to the Recipient as the case requires.

## **28.8 Reimbursements**

Where a party is required under this Agreement to pay, indemnify or reimburse an expense, loss or outgoing of another party, the amount to be paid, indemnified or reimbursed by the first party will be the sum of:

- (a) the amount of the expense, loss or outgoing less any input tax credits in respect of the expense, loss or outgoing to which the other party, or to which the representative member of a GST group of which the other party is a member, is entitled; and
- (b) any additional amount payable under **clause 27.4** in respect of that reimbursement.

### **28.9 No Merger**

This **clause 27** does not merge in the completion, discharge, rescission or termination of this document or on the transfer of any property supplied or to be supplied under this document.

## **29 Relationship of Parties**

This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties.

## **30 Further steps**

Each Party must promptly do whatever any other Party reasonably requires of it to give effect to this document and to perform its obligations under it.

## **31 Counterparts**

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

## **32 Rights cumulative**

Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

## **33 Frustrated Contracts Act 1978**

The provisions of the *Frustrated Contracts Act 1978* (NSW) are excluded as they apply to this Agreement.

# Schedule 1

## Section 93F Requirement

Provision of the Act	This Agreement
Under section 93F(1), the Developer has:	
(a) sought a change to an environmental planning instrument.	(a) No
(b) made, or proposes to make, a development application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
<b>Description of the land to which this Agreement applies-</b> (Section 93F(3)(a))	See definition of Land in <b>clause 1.1</b>
<b>Description of the development to which this Agreement applies-</b> (Section 93F(3)(b)(ii))	See definition of Development in <b>clause 1.1</b>
<b>The scope, timing and manner of delivery of Development Contributions required by this Agreement -</b> (Section 93F(3)(c))	See <b>schedule 2 and clause 7.2(a)</b>
<b>Applicability of Section 94 of the Act -</b> (Section 93F(3)(d))	Section 94 is wholly excluded as it applies to the Land and the Development.
<b>Applicability of Section 94A of the Act -</b> (Section 93F(3)(d))	Section 94A is wholly excluded as it applies to the Land and the Development.
<b>Applicability of Section 94EF of the Act -</b> (Section 93F(3)(d))	Section 94EF is not excluded as it applies to the Land and the Development.
<b>Applicability of Section 93F(3)(e) of the Act</b>	Not Applicable.
<b>Mechanism for Dispute resolution -</b> (Section 93F(3)(f))	See <b>clause 12</b>
<b>Enforcement of this Agreement -</b> (Section 93F(3)(g))	See <b>clause 13</b>
<b>Registration of this Agreement</b> (Section 93H)	Not Applicable
<b>No obligation to grant consent or exercise functions -</b> (Section 93F(9))	See <b>clause 17 and 24.</b>

## Schedule 2

### Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
1	C	TM4	Transport Management	Collector Road (Heath Road extension) from Camden-Campbelltown LGA boundary for approximately 200m, in accordance with the DCP schedule and Council standards. Includes land dedication of approximately 6,370m <sup>2</sup> .	\$471,200	To the extent required for the development to be serviced at that time.
2	C	TM5	Transport Management	Single roundabout at intersection of proposed collector road and proposed Heath Road extension, in accordance with Council standards.	\$150,000	To the extent required for the development to be serviced at that time.
3	C	TM24	Transport Management	Collector Road (including shared pedestrian and cycle paths) approximately 899m, in	\$1,641,574	To the extent required for the development to be

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				accordance with Council standards.		served at that time.
4	C	WM3a	Water Management	Water Quality Treatment adjacent to the riparian area and within unstructured open space areas. Refer to attached plan for location. To meet the objectives of the Water Cycle Strategy. Includes land dedication of a maximum of 6,779m2 subject to detailed design.	\$813,480	The earlier of: (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area C; and (2) to the extent required for the development to be serviced at that time.
5	C	OS5a	Passive Open Space/Water Management	Landscaped passive open space and flood affected lands associated with drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 15,861m2 (including water management facilities).	\$396,525	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 70% of Net Developable Area in Contribution Area J.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
6	C	OS6	Active Open Space & Recreation	<p>Park located along Bonds Creek corridor shown on attached plan, developed in accordance with Council standards. Indicative embellishment includes the following, which also relates to embellishment of structured open space in Stages D, E and F:</p> <ul style="list-style-type: none"> <li>- Shelter with park furniture (seating, BBQ, bubbler, bin enclosures, bike racks).</li> <li>- Turf kick around area.</li> <li>- Shrub and shade tree planting</li> <li>- Shareway / path network</li> <li>- Exercise equipment stations</li> <li>- Co-located Children's Playground (0-4yrs) and Playspace (5-12yrs) min 3000m<sup>2</sup> -</li> </ul>	\$2,455,940	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area J.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				<p>e.g. Nature play playground; logs, boulders, slide, balance beam, swings, cubby / tree house, timber platforms</p> <p>Includes land dedication of a maximum of 26,272m2.</p>		
7	C	RP2a	Riparian Corridor protection and embellishment	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 8,396m2.	\$293,860	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area J.
8	D	OS5b	Passive Open Space/Water Management	Landscaped passive open space and flood affected lands associated with drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 13,129m2. (including water management	\$328,225	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 100% of Net Developable Area in the particular Stage.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				facilities).		
9	D	RP2b	Riparian Corridor protection and embellishment	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 7,074m <sup>2</sup> .	\$247,590	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area J.
10	D	TM9	Transport Management	Vehicular crossing provided in accordance with Council standards.	\$1,440,000	To the extent required for the development to be serviced at that time.
11	D	TM25	Transport Management	Collector Road (including shared pedestrian and cycle paths) approximately 124m, in accordance with Council standards.	\$226,424	To the extent required for the development to be serviced at that time.
12	D	WM5	Water Management	Water Quality Treatment adjacent to the riparian area and within unstructured open space areas. Refer to attached plan for location. To	\$704,400	The earlier of:  (1) issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates



Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				meet the objectives of the Water Cycle Strategy. Includes land dedication of a maximum of 5,870m2 subject to detailed design.		having been issued for 100% of Net Developable Area in Contribution Area D; and  (2) to the extent required for the development to be serviced at that time.
13	E	TM7	Transport Management	Heath Road bridge crossing of Bonds Creek (vehicular), in accordance with Council standards.	\$1,440,000	To the extent required for the development to be serviced at that time.
14	E	WM3b	Water Management	Water Quality Treatment adjacent to the riparian area and within unstructured open space areas. Refer to attached plan for location. To meet the objectives of the Water Cycle Strategy. Includes land dedication of a maximum of 2,176m2 subject to detailed design.	\$261,120	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area E; and  (2) to the extent required for the development to be

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
						served at that time.
15	E	RP2c	Riparian Corridor protection and embellishment	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location.	\$331,520	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area J.
16	E	OS7	Passive Open Space & Recreation	Landscaped passive open space and flood affected lands associated with drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 26,152m <sup>2</sup> . (including water management facilities).	\$653,800	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 70% of Net Developable Area in Contribution Area J.
17	E	TM26	Transport Management	Collector Road (including shared pedestrian and cycle paths) approximately 286m, in	\$522,236	To the extent required for the development to be served at that time.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				accordance with Council standards.		
18	F	WM6	Water Management	Water Quality Treatment adjacent to the riparian area and within unstructured open space areas. Refer to attached plan for location. To meet the objectives of the Water Cycle Strategy. Includes land dedication of a maximum of 3,250m2 subject to detailed design.	\$390,000	The earlier of: (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area F; and (2) to the extent required for the development to be serviced at that time.
19	F	OS9a	Passive Open Space/Water Management	Landscaped passive open space and flood affected lands associated with drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 35,146m2. (including water management facilities).	\$878,650	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 70% of Net Developable Area in Contribution Area F.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
20	F	OS10	Active Open Space & Recreation	<p>One (1) park:</p> <p>Located within residential area shown on attached plan, developed in accordance with Council standards. Indicative embellishment includes the following:</p> <ul style="list-style-type: none"> <li>- Shelter with park furniture (seating, bubbler, bin enclosures)</li> <li>- Heritage interpretation elements.</li> <li>- Turf kick around area.</li> <li>- Shrub and shade tree planting.</li> <li>- Shareway / path network.</li> <li>- Children's Playground (0-4yrs) min 3000m<sup>2</sup> e.g. Swing, slide and rocker.</li> <li>- Includes total land dedication of a maximum of 5,220m<sup>2</sup>.</li> </ul>	\$600,300	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area F.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
21	F	WM7a	Water Management	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 11,294m <sup>2</sup> .	\$395,290	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area F; and  (2) to the extent required for the development to be serviced at that time.
22	F	TM11a	Transport Management	Shared pedestrian and cycle paths approximately 70m, in accordance with Council standards.	\$9,100	To the extent required for the development to be serviced at that time.
23	F	TM27	Transport Management	Collector Road (including shared pedestrian and cycle routes) approximately 510m, in accordance with Council	\$931,260	To the extent required for the development to be serviced at that time.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				standards.		
24	G	OS9b	Passive Open Space/Water Management	Landscaped passive open space and flood affected lands associated with drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 8,729m <sup>2</sup> . (including water management facilities).	\$218,225	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 70% of Net Developable Area in Contribution Area G.
25	G	WM7c	Water Management	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 5,193m <sup>2</sup> .	\$181,755	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area G; and  (2) to the extent required for the development to be serviced at that time.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
26	G	WM8a	Water Management	Water Quality Treatment adjacent to the riparian area and within unstructured open space areas. Refer to attached plan for location. To meet the objectives of the Water Cycle Strategy. Includes land dedication of a maximum of 9,583m2 subject to detailed design	\$1,149,960	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area G; and  (2) to the extent required for the development to be serviced at that time.
27	G	WM8b	Water Management	Detention area within the riparian corridor. Refer to attached plan for location. To meet the objectives of the Water Cycle Strategy.	\$650,000	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area G; and  (2) to the extent required for the development to be serviced at that time.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
						served at that time.
28	G	TM28	Transport Management	Collector Road (including shared pedestrian and cycle paths) approximately 301m, in accordance with Council standards.	\$549,626	To the extent required for the development to be serviced at that time.
29	H	TM10	Transport Management	Pedestrian crossing provided in accordance with Council standards.	\$640,000	To the extent required for the development to be serviced at that time.
30	H	WM9	Water Management	Water Quality Treatment adjacent to the riparian area and within unstructured open space areas. Refer to attached plan for location. To meet the objectives of the Water Cycle Strategy. Includes land dedication of a maximum of 5,326m <sup>2</sup> subject to detailed design	\$639,120	The earlier of: (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area H; and (2) to the extent required for the development to be serviced at that time.



Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
31	H	OS11	Passive Open Space/Water Management	Landscaped passive open space and flood affected lands associated with drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 27,560m <sup>2</sup> (including water management facilities).	\$689,000	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area H.
32	H	OS12	Open Space & Recreation	Pocket park shown on attached plan, developed in accordance with Council standards. Includes land dedication of a maximum of 482m <sup>2</sup> .	\$55,430	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area H.
33	H	WM10	Water Management	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 22,404m <sup>2</sup> .	\$784,140	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
						Area in Contribution Area H; and  (2) to the extent required for the development to be serviced at that time.
34	H	TM13	Transport Management	Pedestrian crossing provided in accordance with Council standards.	\$640,000	To the extent required for the development to be serviced at that time.
35	H	TM14	Transport Management	Shared pedestrian and cycle paths approximately 1,122m, in accordance with Council standards.	\$145,860	To the extent required for the development to be serviced at that time.
36	i	TM12	Transport Management	Vehicular crossing provided in accordance with Council standards.	\$640,000	To the extent required for the development to be serviced at that time.
37	l	TM12a	Transport Management	Shared pedestrian and cycle routes of approximately 118m, provided in accordance with Council standards.	\$15,340	To the extent required for the development to be serviced at that time.
38	i	OS15a	Passive Open Space/Water Management	Landscaped passive open space and flood affected lands associated with	\$316,560	The issue of a Subdivision Certificate which, when issued, results in

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 2,638m2 subject to detailed design (including water management facilities).		Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area I.
39	i	WM15a	Water Management	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 3,447m2.	\$86,175	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area I.
40	i	TM16	Transport Management	Vehicular crossing provided in accordance with Council standards.	\$1,440,000	To the extent required for the development to be serviced at that time.
41	i	TM29	Transport Management	Collector Road (including shared pedestrian and cycle paths and dual carriageway over gas easement) approximately 667m, in accordance with Council standards.	\$2,238,452	To the extent required for the development to be serviced at that time.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
42	J	TM15	Transport Management	Vehicular crossing provided in accordance with Council standards. Includes easement over the SCA corridor.	\$640,000	To the extent required for the development to be serviced at that time.
43	J	TM17	Transport Management	Pedestrian crossing provided in accordance with Council standards.	\$640,000	To the extent required for the development to be serviced at that time.
44	J	TM18a	Transport Management	Shared pedestrian and cycle paths approximately 696m, in accordance with Council standards.	\$90,480	To the extent required for the development to be serviced at that time.
45	J	TM32	Transport Management	Collector Road (including shared pedestrian and cycle paths) approximately 833m, in accordance with Council standards.	\$1,521,058	To the extent required for the development to be serviced at that time.
46	J	WM11	Water Management	Drainage facilities to meet the objectives of the Water Cycle Strategy. Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location.	\$1,332,720	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 70% of Net Developable

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				Includes land dedication of a maximum of 11,106m2.		Area in Contribution Area Q; and  (2) to the extent required for the development to be serviced at that time.
47	K	OS20	Passive Open Space/Water Management	Bioretention area adjacent to the riparian area and within unstructured open space areas. Refer to attached plan for location. Includes landscaped passive open space and flood affected lands associated within unstructured open space areas. Includes land dedication of a maximum of 3,034m2	\$439,930	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area K; and  (2) to the extent required for the development to be serviced at that time.
48	K	OS21	Open Space & Recreation	Ridgeline trail in location shown on attached plan, developed in accordance with Council standards. Indicative embellishment includes the shareway, heritage	\$2,224,790	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				interpretative items, and gravel track. Including land dedication 19,346m2.		having been issued for 90% of Net Developable Area in Contribution Area K; and  (2) to the extent required for the development to be serviced at that time.
49	L	OS22	Open Space & Recreation	Ridgeline trail in location shown on attached plan, developed in accordance with Council standards. Indicative embellishment includes the shareway, heritage interpretative items and gravel track. Includes land dedication 4,955m2.	\$569,825	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area K; and  (2) to the extent required for the development to be serviced at that time.
50	M	OS14	Open Space & Recreation	Park and Ridgeline Trail in location shown on attached plan, developed in accordance with Council	\$3,964,150	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				<p>standards. Indicative embellishment includes the following core elements:</p> <ul style="list-style-type: none"> <li>- Shelter with park furniture (viewing deck, seating, BBQ, bubbler, bin enclosures).</li> <li>- Heritage interpretation elements.</li> <li>- Turf kick around area.</li> <li>- Shrub and shade tree planting.</li> <li>- Shareway / path network.</li> <li>- Incidental play area - e.g. Climbing blocks, boulders, no play equipment.</li> <li>- Refreshment room.</li> <li>- Amenities.</li> <li>- Carparking.</li> <li>- Community garden.</li> <li>- Lookout structure.</li> </ul> <p>Includes land dedication of approximately 82,933m2.</p>		having been issued for 90% of Net Developable Area in Contribution Area M.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
51	M	TM33	Transport Management	Collector Road (including shared pedestrian and cycle paths and dual carriageway around tree row) approximately 730m, in accordance with Council standards.	\$2,449,880	To the extent required for the development to be serviced at that time.
52	N	OS13a	Passive Open Space/Water Management	Landscaped passive open space and flood affected lands associated with drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 6,779m <sup>2</sup> . (including water management facilities)	\$169,475	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 70% of Net Developable Area in Contribution Area L.
53	N	WM12	Water Management	Water Quality Treatment adjacent to the riparian area and within unstructured open space areas. Refer to attached plan for location. To meet the objectives of the Water Cycle Strategy. Includes land dedication of a	\$722,640	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area



Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				maximum of 6,779m2 subject to detailed design.		O; and  (2) to the extent required for the development to be serviced at that time.
54	N	WM13a	Water Management	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 10,620m2	\$371,700	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area I; and  (2) to the extent required for the development to be serviced at that time.
55	O	TM35	Transport Management	Collector Road (including shared pedestrian and cycle paths) approximately 310m, in accordance with Council standards.	\$566,060	To the extent required for the development to be serviced at that time.
56	O	TM18	Transport Management	Vehicular crossing to be provided in accordance with	\$640,000	To the extent required for the development to be

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				Council bstandards. Refer to attached plan for location. Includes easement over the SCA corridor		served at that time.
57	O	OS13b	Passive Open Space/Water Management	Landscaped passive open space and flood affected lands associated with drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 4,348m2.	\$108,700	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 70% of Net Developable Area in Contribution Area O.
58	O	WM13b	Water Management	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 8,295m2	\$290,325	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area L; and  (2) to the extent required for the development to be

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
						served at that time.
59	O	WM13c	Water Management	Bioretention area adjacent to the riparian area and within unstructured open space areas to meet the objectives of the Water Cycle Strategy. Refer to attached plan for location. Includes land dedication of approximately 2,171m <sup>2</sup> subject to detailed design.	\$260,520	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area N; and  (2) to the extent required for the development to be serviced at that time.
60	P	TM36	Transport Management	Collector Road (including shared pedestrian and cycle routes). Refer plan, approximately 545m, in accordance with Council standards.	\$995,170	To the extent required for the development to be serviced at that time.
61	P	OS16a	Passive Open Space/Water	Landsaped passive open space and flood affected lands associated with	\$112,675	The earlier of:  (1) the issue of a

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
			Management	drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 4,507m2		Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area P; and  (2) to the extent required for the development to be serviced at that time.
62	P	WM16a	Water Management	Embellishment of riparian land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 8,353m2.	\$292,355	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area Q; and  (2) to the extent required for the development to be serviced at that time.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
63	P	OS18	Open Space & Recreation	Linear open space over Gas Easement, includes gas protection works, landscaping and draining. Includes land dedication of a maximum of 6,116m <sup>2</sup> (250m length), subject to detailed design.	\$839,000	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area Q; and  (2) to the extent required for the development to be serviced at that time.
64	Q	OS19	Open Space & Recreation	Linear open space over Gas Easement, includes gas protection works, landscaping and draining. Includes land dedication of a maximum of 4,841m <sup>2</sup> (200m length), subject to detailed design.	\$671,200	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area Q; and  (2) to the extent required for the development to be serviced at that time.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
						served at that time.
65	Q	WM14	Water Management	Bioretention area adjacent to the riparian area and within unstructured open spaces areas. Refer to attached plan for location. To meet the objectives of the Water Cycle Strategy. Includes land dedication of a maximum of 2,903m <sup>2</sup> , subject to detailed design.	\$348,360	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area Q; and  (2) to the extent required for the development to be serviced at that time.
66	Q	OS14a	Passive Open Space/Water Management	Landscaped passive open space and flood affected lands associated with drainage corridor. Refer to attached plan for location. Includes land dedication of a maximum of 4,089m <sup>2</sup> .	\$102,225	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
						Q; and  (2) to the extent required for the development to be serviced at that time.
67	Q	WM14a	Water Management	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 11,786m <sup>2</sup> .	\$412,510	The earlier of:  (1) the issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area Q; and  (2) to the extent required for the development to be serviced at that time.
68	Q	TM37	Transport Management	Collector Road (including shared pedestrian and cycle paths) approximately 275m, in accordance with Council standards.	\$502,150	To the extent required for the development to be serviced at that time.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
69	Q	TM38	Transport Management	Local road with widened verge (including shared pedestrian and cycle routes and carriageway over gas easement) of approximately 475m, in accordance with Council standards. Refer attached plan	\$1,594,100	To the extent required for the development to be serviced at that time.
70	Q	OS16	Open Space & Recreation	<p>Construction of park in location shown on attached plan, developed in accordance with Council standards. Indicative embellishment includes the following:</p> <ul style="list-style-type: none"> <li>- Shelter with park furniture (seating, bubbler, bin enclosures)</li> <li>- Turf kick around area</li> <li>- Shrub and shade tree planting</li> <li>- Shareway / path network</li> <li>- Basketball half-court</li> </ul>	\$957,720	The issue of a Subdivision Certificate which, when issued, results in Subdivision Certificates having been issued for 90% of Net Developable Area in Contribution Area J.



Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				<ul style="list-style-type: none"> <li>- Co-located Children's Playground (0-4yrs) and Playspace (5-12yrs) min 3000m<sup>2</sup> - e.g. Double slide, swing, climbing structure</li> </ul> <p>Includes land dedication of approximately 8,328m<sup>2</sup>.</p>		
71	Sports Field	WM4	Water Management	Water Quality Treatment adjacent to the riparian area and within unstructured open space areas. Refer to attached plan for location. To meet the objectives of the Water Cycle Strategy. Includes land dedication of a maximum of 1,500m <sup>2</sup> subject to detailed design	\$180,000	At the same time as the delivery of the Sportsfields (Item 74).
72	Sports Field	TM8b	Transport Management	Shared pedestrian and cycle paths approximately 245m within the Sports Field, in accordance with Council standards.	\$31,850	At the same time as the delivery of the Sportsfields (Item 74).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
73	Sports Field	WM7b	Water Management	Embellishment of Riparian Land in accordance with NSW Office of Water requirements. Refer to attached plan for location. Includes land dedication of approximately 13,536m2.	\$473,760	At the same time as the delivery of the Sportsfields (Item 74).
74	Sports Field	OS17	Open Space & Recreation	Sportsfields provided in accordance with Council standards. Includes land dedication of approximately 64,353m2. See concept in Appendix D.	\$7,669,578	1 double playing field before the issue of the Subdivision Certificate for the 2000 <sup>th</sup> Lot and the remaining playing fields and amenities before the issue of the Subdivision Certificate for the 2,500 <sup>th</sup> Urban lot.
75	Sports Field	EM	Environmental Management	Erection of a weather station in a location suitable to Council.	\$45,000	At the same time as the delivery of the Sportsfields (Item 74).
76	Community Facility	TC	Community Facility	Construction of a multi-purpose community centre in the location as identified on the Contribution Location Plan	Capped at \$3,397,829	Before the issue of the Subdivision Certificate for the 3000 <sup>th</sup> Urban Lot.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Area	Identifier on Contribution Area Plan	Public Purpose	Nature/Extent	Contribution Value/Monetary Contribution	Timing of Works
				or any other area as agreed between the Parties. The centre will be about 500 - 600m2 with a site area of up to 2,500m2 to allow for parking, setbacks and landscaping. Includes land dedication of approximately 3,370m2.		
77	N/A	N/A	Monetary Contribution	Contribution towards the administration of the Agreement.	\$2,743 per hectare	Prior to the issue of a Subdivision Certificate for an Urban Lot.
Note:	The areas and estimated construction values for Water Quality Treatment are maximums and the areas of Multi-Purpose Drainage / Passive Open Space include the Water Quality Treatment Facilities. Actual areas of water quality treatment will be determined through the detailed design process and may reduce. As such, the estimated values allocated should be treated as a guide only.					

draft

## Schedule 3

draft

# Schedule 4

## Explanatory Note

*Environmental Planning and Assessment Regulations 2000*

(Clause 25E)

### Explanatory Note

#### Planning Agreement

The purpose of this Explanatory Note is to provide a summary to support the notification of the proposed planning agreement (**Planning Agreement**) under section 93F of the *Environmental Planning and Assessment Act 1979* (NSW) (**EP&A Act**).

This Explanatory Note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (NSW) (**EP&A Regulation**).

#### Parties

The parties to the Planning Agreement are:

- 1 Campbelltown City Council (ABN 31 459 914 087) (**Council**);
- 2 Stockland Development Pty Limited (ACN 000 064 835) (**Developer**); and

#### Land

The Planning Agreement applies to the following land within Council's local government area (**Land**):

- part Lots 1 and 2 in DP1185269;
- part Lot 5 DP1193006;
- part Lot 7 in DP1200698;
- Lot 9 DP1207461;
- Lots 18 and 19 in DP1215704;
- Lots 32, 33 and 34 in DP1439 (comprising Auto Consol 13532-141);
- Lot 11 DP135468;
- Lots 130 and 131 in DP135465; and

- Lot 108 in DP133315,

parts of which have already been subdivided and some of which will be subdivided, and which is located in the East Leppington Precinct, but excluding:

- Lot 12 DP1209044 which was sold to a third party for retail purposes; and
- Lot 150 in DP1211497, which was sold to another party for retirement living purposes.

## 1 Introduction and background

The Developer owns the Land. The Land is situated within the East Leppington Precinct and is wholly contained within the Campbelltown local government area.

The Developer has also submitted a development application to Council for the development of the Land. The proposed development is a staged development of approximately 2,555 low and medium density residential lots on the Land, as well as associated roads, shared pedestrian and cycleways, utilities, open space, recreation facilities and a trunk stormwater management network (**Development**).

The Development is proposed to take place in stages, with each stage being developed only after the Developer becomes the owner of the relevant part of the Land for that stage.

There is a significant amount of local infrastructure that is required to be provided to meet the demands of the urban development expected in the East Leppington development.

The proposed Planning Agreement will be the mechanism for the Developer to provide all of the onsite infrastructure, works and facilities required by the East Leppington development in the Campbelltown local government area.

## 2 Objectives of the Planning Agreement

The objectives of the Planning Agreement are as follows:

- To deliver the local infrastructure required as a result of the urbanisation of the Land.
- To ensure that local infrastructure is delivered in a timely manner, harmonising the delivery of public assets with the delivery of subdivided lots for sale.
- To maximise provision efficiencies by supporting the delivery of local infrastructure by the developer at or around the same time as land is subdivided and developed.
- To lock-in the infrastructure program for the entire East Leppington development, thereby allowing the Council to concentrate its planning effort on those parts of the Campbelltown local government area that

will need a more proactive approach to infrastructure provision (i.e. smaller landholdings and fragmented ownership areas).

## **3 Nature and effect of the planning agreement**

### **3.1 Summary**

The Planning Agreement imposes the following obligations on the Developer:

- Dedicate land and undertake all of the works required to facilitate the urbanisation of the Land, including open space and recreation, community facilities, environmental management, transport management and facilities, water cycle management and facilities and riparian corridors.
- Make a cash contribution to the Council for the purposes of Planning Agreement implementation. The contribution amount will be an amount of \$2,743 per hectare of the Land to be developed.

### **3.2 Land and works contributions**

The Land and works contributions consist of the:

- (a) carrying out of road works, being the Heath Road extension;
- (b) creation of pedestrian and vehicle crossings of the riparian area or the Sydney Catchment Authority canal;
- (c) construction of shared pedestrian paths and cycleways;
- (d) trunk stormwater drainage facilities;
- (e) embellishment and dedication of the riparian corridor land, adjacent multi-purpose drainage and passive open space;
- (f) dedication of 14.1 hectares of structured open space including sports facilities; and
- (g) construction of a community facility.

Details regarding the timing of these contributions are included in Schedule 2 and clause 7.2(a) of the Planning Agreement, which is linked either to a percentage of Net Developable Area of a stage, the number of lots for which a subdivision certificate is issued, or is to be agreed between the Developer and Council at a later date.

### **3.3 Monetary contributions**

There is no existing section 94 contributions plan applying to the Land, therefore the proposed planning agreement is to be the sole development contributions mechanism for the Land. A section 94 contributions plan may be adopted in the future, however, any such contributions plan will have no effect upon land where the Planning Agreement applies.

Accordingly, the Developer is offering to make a cash contribution to Council as shown in Item 77 of Schedule 2 of the Planning Agreement, being an



amount of \$2,743.00 per hectare and is payable prior to the issue of a Subdivision Certificate for each Urban Lot.

## **4 Merits of the Planning Agreement**

### **4.1 Promotion of the public interest (and impact on the public)**

The public benefits to be secured by the Planning Agreement will flow from the achievement of the Planning Agreement's objectives (refer to part 2 of the Explanatory Note).

Significant efficiencies will be achieved through the Planning Agreement by allowing the Developer:

- greater involvement in the timing and scope of the infrastructure items that affect, and are required by, the Development; and
- the ability to coordinate the concurrent roll-out of Urban Lots and local infrastructure in the most efficient way.

The expected efficiencies, together with anticipated public benefits of the Planning Agreement, are described below:

- The Planning Agreement is likely to result in, over the life of the Development, a significant reduction in the resources required by Council to calculate and administer development contributions associated with the development.
- The Planning Agreement allows the Council to concentrate its planning effort on those parts of the East Leppington Precinct (and other precincts within its jurisdiction) that will need a proactive approach to infrastructure provision. By entering into the Planning Agreement, Council is relieved of the obligation of delivering infrastructure in East Leppington (which is more ably delivered by the Developer) and can instead focus on providing infrastructure in locations where it is less likely that developers would directly provide that infrastructure.

There are various provisions in the Planning Agreement relating to the implementation of the Planning Agreement which protect and uphold the public interest. These including the following:

- provisions (including clause 6.3) requiring the Developer to rectify defects in works provided under the Planning Agreement.
- various provisions relating to security including:
  - (i) where the Developer proposes a deferral of work, the Developer is required to provide security in the amount of 100% of the value of the work (other than the Community Centre) or up to an agreed capped amount for the Community Centre (clause 6.6 of the Planning Agreement);

- (ii) provision of a bank guarantee for some of the Development Contributions (clause 13 of the Planning Agreement); and
- (iii) compulsory acquisition of land by Council for \$1.00 in the event the land is not dedicated at the time required under the Planning Agreement (clause 13.5 of the Planning Agreement).

## 4.2 Promotion of the Council's Charter

A Planning Agreement is to promote elements of the Council's charter, which is established under section 8 of the *Local Government Act 1993* (**LG Act**).

It is considered that the Planning Agreement would further a number of elements of the charter, as shown below:

Element of the Council's charter (section 8 of the LG Act)	How does the Planning Agreement promote the element?
to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively	<p>This element is embedded in the purposes and objectives of the Planning Agreement. That is:</p> <ul style="list-style-type: none"> <li>the Planning Agreement will be the subject of community input prior to its consideration by the Council;</li> <li>the services and facilities to be provided reflect the requirements of the East Leppington Precinct; and</li> <li>the Planning Agreement includes arrangements for the handover of completed facilities, adequate security and a defects liability period.</li> </ul>
to exercise community leadership	<p>The Planning Agreement:</p> <ul style="list-style-type: none"> <li>secures the means of providing local infrastructure to meet the needs of a major development in one of Campbelltown's key growth areas;</li> <li>taps into and applies the expertise offered by land developers towards providing substantial public benefits for the future East Leppington community; and</li> <li>together with other similar agreements that have been negotiated, establishes Campbelltown Council as an innovative facilitator of Greenfield urban development schemes.</li> </ul>
to promote and to provide and plan for the needs of children	<p>The Planning Agreement provides for the delivery of various facilities focused on the needs of children, including various sports facilities, cycleways, and natural areas for exploring.</p>

to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development

Riparian corridor lands are proposed to become public assets under the Planning Agreement.

Response to ESD principles:

- **The precautionary principle, inter-generational equity and conservation of biological diversity and ecological integrity:** The Planning Agreement supports natural areas being retained, protected and integrated into the development scheme.
- **Improved valuation, pricing and incentive mechanisms:** The Planning Agreement:
  - establishes a framework whereby infrastructure users are accountable for the provision of that infrastructure;
  - allows earlier provision of the infrastructure (by the Developer) than would be the case with 'business as usual'; and
  - allows the most efficient means of delivering that infrastructure (i.e. by the Developer).

to have regard to the long term and cumulative effects of its decisions

The development has a life of at least 3 years. The Planning Agreement sets out a framework for the efficient delivery and sustainable ongoing management of a substantial amount of public infrastructure on the Land.

The Planning Agreement would relieve Council of the project risk associated with the provision of local infrastructure on the Land and allows the Council to concentrate its planning effort on other parts of the Campbelltown local government area that will need a proactive approach to infrastructure provision.

to bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible

The Planning Agreement includes provisions placing defects liability obligations on the Developer for a period after the works are completed and has a security regime.

The proposed agreement also includes appropriate asset handover and defects liability provisions.

to engage in long-term strategic planning on behalf of the local community

The Planning Agreement spans at least a 3 year time frame, assuring the long-term provision and management of public assets and infrastructure.

to exercise its functions in a manner that is consistent with and promotes social justice principles of equity, access,

The Planning Agreement creates spaces and places for public interaction and provides facilities for the delivery of public services to the local community.

participation and rights

to raise funds for local purposes by the fair imposition of rates, charges and fees, by income earned from investments and, when appropriate, by borrowings and grants

The Planning Agreement includes the payment of monetary contributions to the Council for administration of the Planning Agreement.

#### 4.3 Planning purposes and the objects of the EPA&A Act

The planning purposes served by the Planning Agreement can best be addressed by reference to the objects of the EPA&A Act.

It is considered that the Planning Agreement would further each of the following objectives of the EP&A Act:

Objective of the EP&A Act (section 5)	How does the Planning Agreement promote the objective?
(a)(i) to encourage the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment	The Planning Agreement provides a basis for the comprehensive management of the delivery of the local infrastructure requirements of the East Leppington development.
(a)(ii) to encourage the promotion and co-ordination of the orderly and economic use and development of land	Orderly development of land is encouraged by the Planning Agreement through the delivery of local infrastructure at or around the same time as the surrounding development which requires it.
(a)(iv) to encourage the provision of land for public purposes	The Planning Agreement includes provision of land for open space, water management and riparian corridor purposes.
(a)(v) to encourage the provision and co-ordination of community services and facilities	The Planning Agreement will sustain provision and coordination of local infrastructure (which includes a community centre, open space, recreational areas, transport management and water cycle management facilities) delivered at or around the same time as the surrounding development which requires it.
(a)(vi) to encourage the protection of the environment, including the protection and	Refer to comments on ecologically sustainable development in Part 4.2.

conservation of native animals  
and plants, including  
threatened species,  
populations and ecological  
communities, and their  
habitats

(a)(vii) to encourage  
ecologically sustainable  
development

Refer to comments on ecologically sustainable  
development in Part 4.2.

#### **4.4 Conformity with Council's works program**

The Council's Capital works program does not apply to the Draft Planning Agreement.

#### **4.5 Requirements to be complied with before a certificate is issued**

Schedule 2 of the Planning Agreement contains details of when contributions of land, works or money are to be met by the Developer.

The Schedules states that:

- one double sporting field and associated works is required to be contributed before the issue of a Subdivision Certificate for the 2,000<sup>th</sup> Urban Lot and the remaining playing fields and amenities before the issue of a Subdivision Certificate for the 2,500<sup>th</sup> Urban Lot; and
- the Community Centre must be delivered before the issue of a Subdivision Certificate for the 3,000<sup>th</sup> Urban Lot.

For the remainder of the land and works contributions, the Schedule states that those contributions will be delivered either:

- at the same time as delivery of the sports fields (item 74 of Schedule 2);
- at 70% of the Net Developable Area in the relevant contribution area;
- at 90% of the Net Developable Area in the relevant contribution area;
- or
- to the extent required for the development to be serviced at that time and as agreed between the Developer and Council,

so that all contributions are delivered in lock-step with the development.

The monetary contribution must be made to Council prior to the issue of a subdivision certificate for an Urban Lot.

Executed as an agreement

Executed by **Campbelltown City Council** (ABN 31 459 914 087) by its  
General Manager and Mayor by the  
affixing of the Common Seal of Council  
in accordance with resolution dated  
**[INSERT DATE OF RESOLUTION]**.

.....  
General Manager (Signature)

.....  
Mayor (Signature)

.....  
Name General Manager (print)

.....  
Name of Mayor (print)

Executed by **Stockland Development Pty Limited** (ACN 000 064 835):

.....  
Company Secretary/Director

.....  
Director

.....  
Name of Company Secretary/Director  
(print)

.....  
Name of Director (print)

# Annexure A

## Contribution Location Plan







## Annexure B

### Contribution Area Plan



<p>1. 24/04/2013 REGIONAL PARK ADJUSTED</p> <p>2. 17/05/2013 COLLECTOR ROAD AND BRIDGE UPDATES</p> <p>3. 17/05/2013 STAGE BOUNDARIES, LOT LAYOUT, TABLE PARCELS UPDATED</p> <p>4. 17/05/2013 LOT LAYOUT ADDED</p> <p>5. 17/05/2013 AREA OF ZONING FOR TAKEUP TABLE ADDED</p> <p>6. 17/05/2013 PARCEL 2 TAKEUP UPDATED</p> <p>7. 17/05/2013 PARCEL 2 TAKEUP UPDATED</p> <p>8. 17/05/2013 PARCEL 2 TAKEUP UPDATED</p>	<p><b>Stockland</b></p> <p><b>WILLOWDALE</b></p>	<p>© Cardno Limited All Rights Reserved.</p> <p>This document is prepared by Cardno Limited solely for the benefit of the client and is not to be used for any other purpose without the written consent of Cardno Limited.</p> <p>Cardno (NSW) Pty Ltd (ABN 95 011 143 035)        Level 11, The Arcade, 200 Pacific Highway        St. Leonards, NSW 1580        Tel: 02 9436 1700 Fax: 02 9436 5170        Web: www.cardno.com.au</p>	<p><b>Cardno</b>        Shaping the Future</p> <p>Client: SH        Design: DP        Date: 18/9/2013        Drawn: DP        Date: 18/9/2013        Checked: DP        Date: 18/9/2013        Approved: DP        Date: 18/9/2013</p>	<p><b>STOCKLAND DEVELOPMENT</b></p> <p>CAMDEN VALLEY WAY, DENHAM COURT        EAST LEPINGTON PRECINCT</p> <p>CAMPBELLTOWN VPA vs PARCEL TAKEUP PLAN</p>	<p><b>NOT FOR CONSTRUCTION</b></p> <p>DATE: 18/9/2013        DRAWN: AHD        SCALE: 1:4,000        SHEET: 7</p>
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