

Claymore Renewal Project Planning Agreement August 2018
Campbelltown City Council
New South Wales Land and Housing Corporation

Claymore Renewal Project
Planning Agreement

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

Campbelltown City Council
New South Wales Land and Housing Corporation

July 2019

Claymore Renewal Project Planning Agreement

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Summary Sheet

Council:

Name: Campbelltown City Council

Address: Civic Centre, cnr Queen and Broughton Streets, Campbelltown NSW
2560

Telephone: 4645 4000

Facsimile: 4645 4111

Email: lindy.deitz@campbelltown.nsw.gov.au

Representative: General Manager

The Corporation:

Name: New South Wales Land and Housing Corporation

Address: Level 5, 219 – 241 Cleveland Street, Strawberry Hills NSW 2012

Telephone: 9374 3620

Facsimile: 9374 3689

Email: peter.anderson@facs.nsw.gov.au

Representative: Executive Director, Communities Plus

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See clause 10 and Schedule 3.

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

See clause 8.

Enforcement:

See clause 25.

Registration:

This Agreement is not to be registered. See clause 30.

Restriction on dealings:

See clause 31.

Dispute Resolution:

Expert determination and mediation. See clauses 28 and 29.

Claymore Renewal Project Planning Agreement

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

Parties

Campbelltown City Council ABN 31 459 914 087 of Civic Centre, cnr Queen and Broughton Streets, Campbelltown NSW 2560 (**Council**)

and

New South Wales Land and Housing Corporation ABN 24 960 729
253 of Level 5, 219 – 241 Cleveland Street, Strawberry Hills NSW 2012 (**The Corporation**)

Background

- A The Corporation is the owner of part of the Land.
- B The Minister has granted the Concept Plan Approval to the Development on 24 May 2013.
- C The Corporation intends to lodge Development Applications relating to the Development that are generally consistent with the terms and objectives of the Concept Plan Approval.
- D The Corporation is prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement, generally consistent with the Concept Plan Approval.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

- 1.1 In this Agreement the following definitions apply:

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

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

Alternative Funding means any funding obtained by any Party from persons not a party to this Agreement that may be applied towards the cost of Work.

Authority means the Commonwealth of Australia, the State of New South Wales, or any department or agency of the Commonwealth of Australia or the

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State of New South Wales, any public authority within the meaning of the Act, and any court or tribunal.

Building Work has the same meaning as in the Act.

Claim against any person means any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense, or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Concept Plan Approval means the approval made by the Minister on 24 May 2013 for a concept plan for the Development being MP11_0010.

Construction Certificate has the same meaning as in the Act.

Contamination has the same meaning as that term has in the *Contaminated Land Management Act 1997* (NSW) and **Contaminated** has a corresponding meaning.

Contribution Value in relation to each Item means the amount shown in column 4 of Schedule 3 for that Item, indexed from the date of this Agreement in accordance with the Consumer Price Index (All Groups - Sydney published by the Australian Bureau of Statistics).

Defect means any error, omission, shrinkage, blemish in appearance or other fault in the Works caused by the Corporation which prevents the Works from being reasonably capable of being used for their intended purpose.

Defects Liability Period means:

- (a) for any Work in Schedule 3 which indicates is for the public purpose of 'Road works' and 'Intersection Upgrades', 'Water Cycle Management', 'Open Space and Landscape Works', – 12 months from the date the Work is completed for the purposes of this Agreement; and
- (b) for Building Work – 12 months from the date the Work is completed for the purposes of this Agreement.

Designated Land means Land required to be dedicated to the Council by the Corporation in accordance with this Agreement.

Development means the development of the Land described in Schedule 2.

Development Application has the same meaning as in the Act.

Development Area means each of the areas described '1A', '1B', '2A', '2B', '2C', '3A', '3B', '4A', '4B', '5', '6A', '6B', '7', '8', '9', '10', '11', '12', '13' and 'Part 14' on the Development Area Plan.

Development Area Plan means the updated plan in Schedule 4.

Development Consent means a development consent, within the meaning of the Act, or approval to carry out a project under Part 3A of the Act, and, for the avoidance of doubt, does not include an approval of a concept plan under Part 3A of the Act.

Development Contribution means any of the following, or any combination of them, to be used for, or applied towards, a public purpose:

- a monetary contribution;
- the dedication of land free of cost;
- the carrying out of work; and

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- the provision of any other material public benefit.

Environmental Assessment Reports means environmental assessment reports referred to in the Concept Plan Approval.

Final Lot means a lot to be created in the Development for separate occupation and disposal, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council; or
- (b) that may be further subdivided.

Hard Landscaping Work means items such as paving, seating, buildings, signage, lighting, playground equipment, and any other landscaping works that is not Soft Landscaping Work.

ISDP means the document titled '*Infrastructure Services Delivery Plan, Claymore Renewal Project*' dated July 2019, or other document agreed to between the Parties that replaces that document.

Item means the object of a Development Contribution specified in Schedule 3.

Land means the land described in Schedule 1 of this Agreement, excluding any land within 'Development Area 14' shown in Schedule 4 which is not owned by the Corporation.

Maintenance Period means:

- (a) in respect of Land subject to management actions under the Vegetation Management Plan, a period of sixty (60) months commencing on the date the Work is completed for the purpose of this Agreement;
- (b) in respect of Hard Landscaping Work, a period of twelve (12) months commencing on the date the Work is completed for the purpose of this Agreement; and
- (c) in respect of Soft Landscaping Work, a period of twenty four (24) months commencing on the date the Work is completed for the purpose of this Agreement.

Minister means the Minister administering the Act.

NEPM means the National Environment Protection (Assessment of Site Contamination) Measure 1999.

Occupation Certificate has the same meaning as in the Act.

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

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

Registrar General means the Registrar General within the meaning of the *Real Property Act 1900* (NSW).

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

Relevant Development Area means, in respect of an Item specified in Column 1 of the Table to Schedule 3, the Development Area specified in Column 6 of the Table.

Security means a letter of undertaking from Landcom.

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Soft Landscaping Work means any Work comprising the planting of vegetation and associated preparation of planting beds or growing medium such as trees, shrubs, groundcovers, mulch and grass.

Stage means a reference to a stage of the Development set out in the plan in Schedule 4.

Subdivision Certificate has the same meaning as in the Act.

Vegetation Management Plan means the Vegetation Management Plan prepared by Cumberland Ecology and approved by Council dated September 2014, which applies to the Land.

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

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - 1.2.2 A reference to a business day means a day, other than a Saturday or Sunday, on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which something is to be done under this Agreement is not a business day, then it must be done on the next business day.
 - 1.2.4 A reference to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
 - 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference to any legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.7 A reference to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
 - 1.2.9 A reference to a person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form for that word or phrase has a corresponding meaning.
 - 1.2.11 The singular includes the plural, and the plural includes the singular.
 - 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
 - 1.2.13 A reference to a Party to this Agreement includes a reference to the Party's employees, agents and contractors, and the Party's successors and assigns.
 - 1.2.14 Any schedules, appendices and attachments form part of this Agreement.

2 Status of this Agreement

- 2.1 This Agreement is intended by the Parties to be a planning agreement within the meaning of s7.4 of the Act.

3 Commencement of this Agreement

- 3.1 This Agreement commences on the date on which it has been executed by all Parties.

4 Application of this Agreement

- 4.1 This Agreement applies to the Land and the Development.
- 4.2 The Parties acknowledge that the Development Contributions required to be made under this Agreement are to meet the expected demand for public facilities arising from the Development.

5 Commencement of Development Contributions obligations

- 5.1 The Corporation is under no obligation to make the Development Contributions provided for in this Agreement unless and until:
- 5.1.1 this Agreement is entered into as required by clause 25C(1) of the Regulation and the Council executes this Agreement.
- 5.2 Until then, this document, executed only by the Corporation, is to be read and construed as containing the Corporation's irrevocable offer to make the Development Contributions once all of the matters specified in clause 5.1 have occurred.
- 5.3 A Development Contribution which is required to be made in connection with a Development Area, is not required to be made unless and until Development Consent is granted with respect to that Development Area.
- 5.4 The Council must notify the Corporation immediately after it executes this Agreement and promptly provide the Corporation with the Agreement as executed by the Council.

6 Part-performance of this Agreement

- 6.1 The Council is not to raise any objection, requisition or claim, or impose any requirements beyond that provided for in this Agreement in relation to any obligation imposed on the Corporation under this Agreement that had been performed, whether in whole or in part, on the date this Agreement commenced.

7 Further agreements relating to this Agreement

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

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

This Agreement:

- 8.1 wholly excludes the application of s7.11 and s7.12 of the Act to the Development; and
- 8.2 does not exclude the application of s7.24 of the Act to the Development.

9 Ownership of Land

- 9.1 Subject to clause 9.3, the Corporation will ensure that it becomes the registered proprietor of the Land, or any part thereof, that is required to be dedicated and that it does not own as at the date of this Agreement, prior to any obligations arising under this Agreement which require any part of that Land to be dedicated to Council, unless otherwise agreed with Council.
- 9.2 The Corporation will ensure that it secures the legal right to access, and construct any relevant Works on any part of the Land that it does not own as at the date of this Agreement, prior to any obligations arising under this Agreement which require the carrying out of Works on that part of the Land, unless otherwise agreed with Council.
- 9.3 The Corporation acknowledges and agrees that:
- 9.3.1 some of the Land is owned by Council as at the date of this Agreement;
- 9.3.2 Council is not entering into this Agreement in its capacity as the owner of some of the Land;
- 9.3.3 this Agreement does not in any way bind Council as the owner of that part of the Land; and
- 9.3.4 when any part of the Land owned by Council as at the date of this Agreement is transferred to the Corporation;
- (a) it will form part of the Land for the purpose of this Agreement; and
- (b) the Corporation will be bound by its obligations under this Agreement with respect to that Land as and from the date of the relevant transfer of ownership.

10 Provision of Development Contributions

- 10.1 The Corporation is to make Development Contributions to the Council in accordance with this Agreement.
- 10.2 Schedule 3 has effect in relation to Development Contributions to be made by the Corporation under this Agreement.

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- 10.3 The Corporation may, with the prior written agreement of Council, make a monetary Development Contribution for the provision of a Work in lieu of carrying out the Work, in an amount not exceeding the Contribution Value of the Work.
- 10.4 A Contribution Value specified in relation to an obligation by the Corporation to carry out Work or dedicate land under this Agreement does not define or limit the extent of the Corporation's obligation in that regard.
- 10.5 If the cost incurred by the Corporation to properly perform an obligation to carry out Work or dedicate land is less than a Contribution Value specified in relation to the obligation, the Corporation is not required to carry out further Work or dedicate further land or pay money to the Council to make up the difference between the Contribution Value and the cost incurred by the Corporation in performing the obligation.
- 10.6 The Council is to apply each Development Contribution made by the Corporation under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.

11 Variation of scope or timing for provision of Development Contributions

- 11.1 The Corporation may request that the Council approve in writing, a variation to the scope or the timing for the provision of Development Contributions, and the Council must act reasonably in determining whether to approve the variation.
- 11.2 For the purposes of determining whether to approve a variation under clause 11.1, the Council may consider the content of the ISDP and whether the variation prejudices the provision of public services or public amenities for any Development Area.
- 11.3 The Council cannot withhold its agreement to a variation of a Work if the variation relates to any matter other than a matter identified as a core element for that Work in the ISDP.
- 11.4 The Council may request a variation to a Work forming part of a Development Contribution. If the Council requests a variation to a Work, then the Council is liable to pay to the Corporation an amount equal to the increase in the costs incurred by the Corporation of completing the Work which results from the variation requested by the Council.
- 11.5 The scope or the timing for provision of a Development Contribution (or a Work forming part thereof) is not to be varied unless:
 - 11.5.1 the Parties, acting reasonably, agree in writing to the variation;
 - 11.5.2 any consent or approval required under the Act or any other law to the variation is first obtained, if required; and
 - 11.5.3 unless otherwise agreed by the parties:
 - (a) the Corporation meets the costs incurred by Council with respect to the relevant variation if that variation was requested by the Corporation; and
 - (b) the Council meets the costs incurred by the Corporation with respect to the relevant variation if that variation was requested by the Council.

- 11.6 If a variation is made to the scope or timing for provision of a Development Contribution pursuant to this clause, then Schedule 3 is taken to have been amended accordingly.

Part 2 – Provisions relating to monetary Development Contributions

12 Payment of monetary Development Contributions

- 12.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
- 12.2 The Corporation is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution. After notice is given, Council must provide the Corporation with a tax invoice for the amount of the Development Contribution as soon as practicable.
- 12.3 The Corporation is not required to pay a monetary Development Contribution under this Agreement unless the Council, after having received the Corporation's notice under clause 12.2, has given to the Corporation a tax invoice for the amount of the Development Contribution.
- 12.4 The Corporation is not in breach of this Agreement if it fails to pay a monetary Development Contribution at the time required by this Agreement by reason only of the Council's failure to give to the Corporation a tax invoice in relation to the amount proposed to be paid by it.

Part 3 – Provisions relating to dedication of Land

13 Procedures relating to the dedication of Land

- 13.1 The dedication of any part of the Land required to be dedicated by the Corporation to Council in accordance with this Agreement (**Designated Land**) may only be made if, unless agreed otherwise by the parties in writing:
- 13.1.1 any Works required to be carried out on the Designated Land under this Agreement have been completed at the time of dedication; and/or;
- 13.1.2 any other obligation with respect to that Land under this Agreement has been discharged, including under clause 14.
- 13.2 Any easements to be created on Designated Land will require the prior written approval of Council, acting reasonably. Council's approval is not required for easements in relation to:
- 13.2.1 drainage;
- 13.2.2 lighting; or

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- 13.2.3 other services,
where those easements are consistent with a Development Consent granted under the Act.
- 13.3 A Development Contribution comprising the dedication of the Designated Land is made for the purposes of this Agreement when Council confirms in writing that the matters set out in clause 13.1 have been satisfied, and the land is dedicated to the Council.
- 13.4 The Corporation will dedicate land to the Council by:
- 13.4.1 causing a deposited plan to be registered in the register of plans held with the Registrar General that:
- (a) dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW); or
 - (b) creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW); or
- 13.4.2 providing the Council with an instrument (such as a plan of subdivision) in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the relevant part of the Designated Land to the Council when registered.

14 Contamination

- 14.1 Both parties agree that they will comply with the requirements, and follow the procedures, set out in Section 6 of the ISDP in relation to dealing with Contamination of any part of the Land.
- 14.2 Where Land on which the Corporation undertakes Development is Contaminated, the Corporation must ensure that land is made suitable for its proposed use under the Concept Plan Approval having regard to the standards and principles set out in the NEPM, prior to the issuing of the subdivision certificate in relation to that Land after the relevant aspect of the Development has been undertaken.
- 14.3 For the purpose of clause 14.2, unless site-specific criteria are developed, the relevant standard defined in the NEPM to make a site suitable for its proposed use is as shown in the table below:

Land use	Applicable standard (NEPM)
Residential with garden/ accessible soil, also includes childcare centres, preschools and primary schools	HIL A / Residential A / HSL A
Residential with minimal opportunities for soil access (e.g. high-rise)	HIL B / Residential B / HSL B
Open space/ park/ sporting fields/ playgrounds	HIL C / Recreational C / HSL C
Commercial/industrial (including premises such as shops, offices, factories and industrial sites)	HIL D / Commercial/industrial D / HSL D

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- 14.4 Where Designated Land on which the Corporation undertakes Development is Contaminated, in addition to the obligations under clause 14.2, the Corporation will provide the Council with a site audit statement prepared by a site auditor accredited by the NSW Environment Protection Agency confirming that the relevant Designated Land is suitable for its proposed use prior to dedicating that land to Council.
- 14.5 Council is not obliged to accept dedication of any of the Designated Land if the Corporation does not comply with its obligations under:
 - 14.5.1 this clause 14; or
 - 14.5.2 the ISDP.

Part 4 – Provisions relating to the carrying out of Work

15 Design and Specification of Work

- 15.1 Before commencing construction of a Work, the Corporation is to submit to the Council for its approval the detailed design and specification for the Work.
- 15.2 If, within 60 days of the date of submission referred to in clause 15.1:
 - 15.2.1 the Council notifies the Corporation in writing of its approval of the design and specification, the Corporation is to carry out and complete the Work in accordance with that design and specification;
 - 15.2.2 the Council fails to notify the Corporation in writing that it approves or does not approve of the design and specification or does not require the Corporation to make modifications, the Council is taken to have approved the design and specification of the Work and the Corporation may carry out and complete the Work in accordance with that design and specification; or
 - 15.2.3 the Council notifies the Corporation in writing that it does not approve of the design and specification or requires the Corporation to make modifications, the Corporation may elect to:
 - (a) amend the design and specification and submit to the Council the amended design and specification in which case the Corporation must submit the amended detailed design and specification to the Council under clause 15.1; or
 - (b) if the Corporation does not agree with the modifications requested by the Council, refer the matter for expert determination under clause 28.
- 15.3 For the purposes of clause 15.2.3, the Council is not to require the Corporation to make modifications to the design and specification of a Work that result in a change to the matters identified as core elements for that Work in the ISDP.

16 Standard of construction of Work

- 16.1 Any Work that the Corporation is required to carry out under this Agreement is to be carried out in accordance with:
- 16.1.1 this Agreement;
 - 16.1.2 the Concept Plan Approval;
 - 16.1.3 any further agreement entered into by the Parties under clause 7;
 - 16.1.4 any reasonable requirements and directions of the Council notified in writing to the Corporation before the Work is completed for the purposes of this Agreement, that are not inconsistent with this Agreement or any Development Consent for the Development;
 - 16.1.5 the requirements of any approval, consent, permission or licence issued by a relevant Authority;
 - 16.1.6 any Australian standards and other laws applicable to the Work; and
 - 16.1.7 in a proper and workmanlike manner, complying with current industry practice and standards relating to the Work.

17 Maintenance and management of Works

- 17.1 The parties acknowledge and agree that the Vegetation Management Plan applies to the Land and the Corporation is required to comply with the terms of that document in respect of the Land.
- 17.2 The Corporation will maintain each Hard Landscaping Work, Soft Landscaping Work and any other parts of the Land subject to management actions as provided for in the Vegetation Management Plan during the Maintenance Period in accordance with any relevant standards set out in clause 16.1.
- 17.3 Despite any other provision of this Agreement, if the Corporation has complied with its obligations under this clause, the Council cannot make any Claim, objection or demand about the state or condition of a Work after the end of the Maintenance Period for that Work.
- 17.4 For the purposes of this clause, **maintenance** includes repairing damage caused by vandalism to the Work (including replacement of plants due to vandalism).

18 Access for Works

- 18.1 The Corporation is to permit the Council, its officers, employees, agents and contractors to enter the Land or any other land subject to the Concept Plan Approval at any time, upon giving reasonable prior notice, to:
- 18.1.1 inspect, examine or test any Work; or
 - 18.1.2 remedy any breach by the Corporation in carrying out a Work.
- 18.2 The Council is to grant to the Corporation its officers, employees, agents and contractors to enter and occupy any land owned or controlled by the Council to:
- 18.2.1 enable the Corporation to carry out or prepare for any Work under this Agreement that is required to be carried out on that land; or

18.2.2 perform any other obligation imposed on the Corporation by this Agreement.

19 Protection of people and property

- 19.1 The Corporation is to ensure to the fullest extent reasonably practicable in carrying out any Work that:
- 19.1.1 all necessary measures are taken to protect people and property;
 - 19.1.2 unnecessary interference with the passage of people and vehicles is avoided; and
 - 19.1.3 nuisances and unreasonable noise and disturbances are prevented.

20 Completion of the Works

- 20.1 Any item (or any part) that comprises a Work is completed for the purposes of this Agreement when the Corporation gives the Council a Compliance Certificate (with respect to that item) issued by the Council or a suitably qualified independent person to that effect.
- 20.2 In this clause, **Compliance Certificate** has the same meaning as in s6.4(e) of the Act.

21 Procedures relating to the rectification of Defects

- 21.1 During the Defects Liability Period, the Council may give to the Corporation a Rectification Notice.
- 21.2 The Corporation must comply with a Rectification Notice:
- 21.2.1 at its own cost;
 - 21.2.2 within three (3) months of the date it is served on the Corporation or by such other time as agreed between the Parties; and
 - 21.2.3 according to its terms.

22 Deferral of Work

- 22.1 Notwithstanding any other provision of this Agreement, if the Corporation reasonably considers, at any time, that it is unable to make a Development Contribution comprising a Work by the time the Work is required to be completed under this Agreement, then:
- 22.1.1 the Corporation is to provide written notice to the Council to that effect;
 - 22.1.2 the Corporation is to provide the Council with Security for the uncompleted part of the Work before the date on which the Work is required to be completed under this Agreement;
 - 22.1.3 the Corporation is to provide to the Council, for approval, a revised completion date for the Work; and

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- 22.1.4 the time for completion of the Work under this Agreement is the revised completion date approved or agreed to by the Council under this clause 22.1.
- 22.2 If the Corporation complies with clause 22.1 in relation to a Work, then it is not in breach of this Agreement as a result of a failure to complete the Work by the time for completion of the Work specified in Column 5 of Schedule 3.

23 Failure to carry out Work

- 23.1 Subject to clause 26, if the Council considers that the Corporation is in breach of any obligation under this Agreement relating to the carrying out of any Work, including Work the subject of a Rectification Notice, the Council may give the Corporation a notice under this clause (**Works Breach Notice**).
- 23.2 The Works Breach Notice may require the Corporation to:
 - 23.2.1 rectify the breach to the Council's satisfaction; and
 - 23.2.2 immediately cease carrying out further work relating to the Work except to rectify the breach.
- 23.3 The Works Breach Notice must allow the Corporation not less than 28 days (or such further period as the Council considers reasonable in the circumstances) to rectify the breach.
- 23.4 Without limiting any other rights the Council has to enforce this Agreement, if the Corporation does not comply with a Works Breach Notice, then the Council may:
 - 23.4.1 carry out and Complete the Work the subject of the Works Breach Notice; and
 - 23.4.2 in the event the costs reasonably incurred by the Council in carrying out the Works the subject the Works Breach Notice cannot be met by the Security, the Corporation must pay the difference to the Council within twenty eight (28) days of receiving written demand for such payment by the Council.
- 23.5 Clauses 28 and 29 do not prevent the Council from giving a Works Breach Notice, nor do they apply to such a notice or the circumstances relating to the giving of that notice. Any procedure commenced under clause 28 or clause 29 ceases to apply when such a notice is given.
- 23.6 For the purposes of clause 23.4, the costs which the Council can recover include fees and charges incurred by the Council, the Council's employees, agents and contractors, and legal costs and expenses Works-as-executed-plan
- 23.7 No later than 60 days after a Work is completed in accordance with this Agreement, the Corporation is to submit to the Council a full works-as-executed-plan for the Work.

24 Hand-over of Works

- 24.1 Subject to anything to the contrary in this Agreement, Council accepts responsibility for a Work on the later of:
 - 24.1.1 the date when the Work is completed for the purposes of this Agreement; or

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- 24.1.2 if the Work is carried out on land which is to be dedicated to the Council under this Agreement, the date of dedication of that land.
- 24.2 The Corporation, at its own cost, is to repair and make good to the satisfaction of the Council (acting reasonably) any loss or damage to a Work from any cause whatsoever which occurs before the Work is completed for the purposes of this Agreement.

Part 5 – Enforcement and Disputes

25 Enforcement

- 25.1 The Parties acknowledge that Council is entitled to withhold a Subdivision Certificate in respect of a Development Area of the Development if the Development Contributions required by this Agreement to be provided prior to the issue of a Subdivision Certificate for that Development Area, have not been provided in accordance with this Agreement.

26 Council to consult before enforcing this Agreement

- 26.1 If the Council reasonably forms the opinion that the Corporation has failed to comply with an obligation under this Agreement, it is not to enforce this Agreement against the Corporation (including taking any action under clause 23) unless it has first notified the Corporation in writing of its intention to do so and has consulted with the Corporation as to:
 - 26.1.1 the reason for the non-compliance;
 - 26.1.2 the likely effects of the non-compliance; and
 - 26.1.3 the Corporation's capacity in all of the circumstances to reasonably rectify the non-compliance.
- 26.2 The Council is not to enforce this Agreement against the Corporation unless, after having consulted with the Corporation;
 - 26.2.1 it has reasonably formed the opinion the Corporation has no reasonable excuse for the non-compliance;
 - 26.2.2 it has notified the Corporation in writing that it intends to enforce the Agreement not earlier than 14 days from the date of the notice; and
 - 26.2.3 the notice specifies the enforcement action it intends to take.
- 26.3 At any time between the date of the notice referred to in clause 26.2 and the time when the Council takes action to enforce this Agreement, the Corporation may notify the Council of a dispute under clause 28 or 29.
- 26.4 If the Corporation notifies the Council in accordance with clause 26.3, the Council is not to enforce this Agreement against the Corporation in relation to the relevant non-compliance unless and until the dispute resolution process under clause 28 or 29 has been exhausted without resolution between the parties.

27 Enforcement in court

- 27.1 Subject only to clause 25, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 27.2 For the avoidance of doubt, nothing in this Agreement prevents:
 - 27.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
 - 27.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

28 Dispute resolution – expert determination

- 28.1 This clause applies to a dispute under this Agreement about a matter that can be determined by an appropriately qualified expert (**Expert Determination Dispute**).
- 28.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute and requiring it to be determined by an appropriately qualified expert.
- 28.3 Within 14 days of the notice, the Parties are to meet to try to resolve the dispute.
- 28.4 If within a further 28 days the dispute is not resolved, the dispute must be referred to the President of the NSW Law Society to appoint an expert to determine the dispute.
- 28.5 The expert determination binds the Parties, except in the case of the expert's fraud or misfeasance.
- 28.6 Each Party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 28.7 If the Parties disagree over whether a dispute is properly an Expert Determination Dispute, then either Party may refer that issue to the Chief Executive Officer (**CEO**) of the professional body that represents persons with the relevant expertise, for a determination of that issue. The CEO's determination is final and binds the Parties.

29 Dispute resolution - mediation

- 29.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 28 applies.
- 29.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 29.3 The Parties are then to meet within 14 days of the notice to try to resolve the dispute.
- 29.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time, and must request the President of the Law Society, or the President's nominee, to select a mediator.

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- 29.5 If the dispute is not resolved by mediation within a further 28 days, or any longer period that may be needed to complete any mediation process which has been started, then the Parties may exercise their legal rights in relation to the dispute, including by taking legal proceedings in a court of competent jurisdiction in New South Wales.

30 Registration of this Agreement

- 30.1 Subject to clause 31, the Parties agree not to register this Agreement on the Land for the purposes of s7.6 of the Act.

31 Assignment, sale of Land, etc

- 31.1 Unless the preconditions specified in clause 31.2 are satisfied or unless the Council provides its written consent, the Corporation must not:
- 31.1.1 transfer the Land or any part of it, other than a Final Lot, to any person; or
- 31.1.2 assign its rights or obligations under this Agreement, or novate this Agreement, to any person.
- 31.2 The preconditions to be satisfied under clause 31.1 are:
- 31.2.1 the Corporation has provided to the Council security, in a form reasonably acceptable to Council, for the fulfilment of any Contributions that have not yet been fulfilled that directly relate to that part of the Land sought to be transferred; or
- 31.2.2 the Corporation has, at no cost to the Council:
- (a) procured the execution by the person to whom the Corporation proposes to sell or transfer the Land or to whom the Corporation's rights or obligations under this Agreement are to be assigned or novated (**Third Party**), of an agreement in favour of the Council to the effect that the Third Party is bound as if a party to this Agreement but only in relation to that part of the Land which is being sold or transferred; and
- (b) procured the registration of this Agreement on the title to that Land which is being sold or transferred, where Land is proposed to be transferred under clause 31.1.1, prior to registration of a transfer for that Land; and
- 31.2.3 the Corporation is not in breach of this Agreement.
- 31.3 An agreement entered into pursuant to clause 31.2.2:
- 31.3.1 must provide that the Third Party is to do all such things as necessary to enable the Corporation to comply with its obligations under this Agreement, if the Corporation will remain responsible for making any Development Contributions under the Agreement after the transfer, assignment or novation; and
- 31.3.2 may require the Third Party to provide security in a form acceptable to Council, in respect of the performance by the Third Party of obligations under this Agreement.
- 31.4 For the avoidance of doubt, unless otherwise agreed this clause does not require the Third Party to assume responsibility for obligations to make Development Contributions under this Agreement beyond those relating to the

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Development Area/s in which the Land being sold or transferred is located, as specified in Schedule 3.

Part 6 - Other provisions

32 Indemnity

- 32.1 Each Party indemnifies the other Party from and against all Claims that may be sustained, suffered, recovered or made against the other Party arising in connection with the performance of their obligations under this Agreement except if, and to the extent that, the Claim arises because of the other Party's negligence or default.

33 Insurance

- 33.1 The Corporation warrants, and Council acknowledges, that:
- 33.1.1 the Corporation has insurance cover against any liability arising from a breach by the Corporation of its obligations under this Agreement.

34 Termination of Agreement

- 34.1 This Agreement terminates at the later of:
- 34.1.1 when the Corporation has satisfied all of its obligations under this Agreement, including its obligations to rectify Defects under this Agreement; or
- 34.1.2 at the end of the Defects Liability Period for the last of the Works to be Completed.

35 Agreement not to apply to Final Lots

- 35.1 The parties acknowledge and agree that:
- 35.1.1 the Corporation intends to develop Final Lots, and associated infrastructure and facilities, on the Land;
- 35.1.2 it is the present intention of the Corporation to develop the Land into 1,715 Final Lots;
- 35.1.3 there will be further development on the Land after the creation of Final Lots by the Corporation (for example, the construction of dwellings); and
- 35.1.4 multiple dwellings may be created on Final Lots created by the Corporation as part of the Development (including the further subdivision of those Final Lots if permissible in the future).
- 35.2 It is the intention of the parties that this Agreement only apply to the Development of the Land:
- 35.2.1 by the Corporation, so as to create Final Lots, and associated infrastructure and facilities; and
- 35.2.2 by the Corporation, or any third party (if applicable), so as to construct the first single dwelling on a Final Lot,

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- 35.3 On account of the matters referred to above, the parties agree that this Agreement no longer applies to any Final Lot upon:
 - 35.3.1 Council issuing a Subdivision Certificate to the Corporation for a plan which, when registered, will create that Final Lot; and
 - 35.3.2 upon the issue of an Occupation Certificate for the first single dwelling in respect of that Final Lot.

36 Review of this Agreement

- 36.1 The Corporation is to provide the Council with a report every 3 years detailing the performance of its obligations under this Agreement.
- 36.2 The report is to be:
 - 36.2.1 given no later than every 3 years from the date on which this Agreement is entered into; and
 - 36.2.2 in the form and addressing the matters the Council notifies to the Corporation from time to time.
- 36.3 The Parties are to review this Agreement every 3 years, and otherwise if either Party considers that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 36.4 For the purposes of clause 36.3, the relevant changes include:
 - 36.4.1 any change to a law that restricts or prohibits, or enables the Council or any other planning authority to restrict or prohibit, any aspect of the Development; or
 - 36.4.2 any Alternative Funding has been obtained by any Party.
- 36.5 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 36.3, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 36.6 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- 36.7 A Party's failure to agree to take action requested by the other Party as a consequence of a review referred to in clause 36.3 is not a dispute for the purposes of clauses 28 and 29, and is not a breach of this Agreement.

37 Confidentiality

- 37.1 The terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any Party.
- 37.2 The Parties acknowledge that:
 - 37.2.1 confidential information may have been supplied to some or all of the Parties in the negotiations leading up to the making of this Agreement; and
 - 37.2.2 the Parties may disclose to each other further confidential information in connection with the subject matter of this Agreement.

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37.2.3 subject to clauses 37.3 and 37.4, each Party agrees:

- (a) not to disclose any confidential information received before or after the making of this Agreement to any person without the prior written consent of the Party who supplied the confidential information; or
- (b) to take all reasonable steps to ensure all confidential information received before or after the making of this Agreement is kept confidential and protected against unauthorised use and access.

37.3 A Party may disclose confidential information in the following circumstances:

37.3.1 in order to comply with the law, or the requirements of any Authority;
or

37.3.2 to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the information confidential.

37.4 The obligations of confidentiality under this clause do not extend to information which is public knowledge other than as a result of a breach of this clause.

38 Notices

38.1 A notice, consent, information, application or request (**Notification**) 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:

38.1.1 delivered or posted to that Party at its address set out in the Summary Sheet;

38.1.2 faxed to that Party at its fax number set out in the Summary Sheet; or

38.1.3 emailed to that Party at its email address set out in the Summary Sheet.

38.2 A Party may change its address, fax number or email address by giving the other Party 3 business days' notice of the change, in which case the new address, fax number or email address is treated as the address or number in the Summary Sheet.

38.3 A Notification is to be treated as given or made if it is:

38.3.1 delivered, when it is left at the relevant address;

38.3.2 sent by post, 2 business days after it is posted;

38.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number; or

38.3.4 sent by email, and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

38.4 If a Notification is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

39 Approvals and consent

- 39.1 In this clause, a reference to an approval or consent does not include a reference to a Development Consent.
- 39.2 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.
- 39.3 A Party is to give its reasons for giving or withholding consent or for giving consent subject to conditions.

40 Costs

- 40.1 The Parties are each to pay their own costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.

41 Entire Agreement

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

42 Further acts

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

43 Notations on section 149(2) Planning Certificates

- 43.1 The Council agrees not to make a notation under section 149(5) of the Act regarding this Agreement on any certificate issued under section 149(2) of the Act relating to the Land.

44 Governing law and jurisdiction

- 44.1 This Agreement is governed by the law of New South Wales.
- 44.2 The Parties submit to the non-exclusive jurisdiction of its courts, and are not to object to the exercise of jurisdiction by those courts on any basis.

45 Joint and individual liability and benefits

- 45.1 Except as otherwise set out in this Agreement:

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

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

46 Representations and warranties

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

47 Severability

47.1 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

47.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of it is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

48 Modification

48.1 No modification of this Agreement has any effect unless it is in writing and signed by the Parties.

49 Waiver

49.1 A Party does not waive any of the other Party's obligation or breach of obligation merely by failing to do, or delaying in doing, something under this Agreement.

49.2 A waiver by a Party is effective only if it is in writing.

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

50 GST

50.1 In this clause:

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

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

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

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

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

- 50.2 Subject to clause 50.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 50.3 Clause 50.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 50.4 No additional amount is payable by the Council under clause 50.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 50.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 50.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies before issuing Tax Invoices for those Supplies;
- 50.5.2 that any amounts payable by the Parties in accordance with clause 50.2 (as limited by clause 50.4) to each other for those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 50.6 No payment of any amount under this clause 50, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided the recipient with a Tax Invoice or Adjustment Note as the case may be.
- 50.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a Party, must exclude the amount of any Input Tax Credit entitlement of that Party in relation to the relevant cost, expense or other liability.
- 50.8 This clause continues to apply after expiration or termination of this Agreement.

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Schedule 1

(Clause 1.1)

Land

Deposited Plan	Lot No	Ownership	Description	Areas
258939	33	Campbelltown City Council	Fullwood Reserve	67440
258939	34	New South Wales Land and Housing Corporation	Superlot	50640
258939	35	New South Wales Land and Housing Corporation	Superlot	113800
258939	50	New South Wales Land and Housing Corporation	Superlot	9690
258939	51	New South Wales Land and Housing Corporation	7 Boyd St Claymore	630.5
258939	52	New South Wales Land and Housing Corporation	1-3 Boyd St Claymore	654.9
258939	53	New South Wales Land and Housing Corporation	2 & 2A Leigh Cres Claymore	604.1
258939	54	New South Wales Land and Housing Corporation	4 Leigh Cres Claymore	566.3
258939	55	New South Wales Land and Housing Corporation	6 Leigh Cres Claymore	561.8
258939	56	New South Wales Land and Housing Corporation	8 Leigh Cres Claymore	582.6
258939	57	New South Wales Land and Housing Corporation	10-12 Leigh Cres Claymore	586.3
258939	58	New South Wales Land and Housing Corporation	16-18 Leigh Cres Claymore	591.2
258939	59	New South Wales Land and Housing Corporation	16-18 Leigh Cres Claymore	560.9
258939	60	New South Wales Land and Housing Corporation	20-22 Leigh Cres Claymore	560.9
258939	61	New South Wales Land and Housing Corporation	24 Leigh Cres Claymore	560.9
258939	62	New South Wales Land and Housing Corporation	26-28 Leigh Cres Claymore	574.7

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258939	62	New South Wales Land and Housing Corporation	30 Leigh Cres Claymore	574.7
258939	64	New South Wales Land and Housing Corporation	32 Leigh Cres Claymore	656.3
258939	65	New South Wales Land and Housing Corporation	34 Leigh Cres Claymore	629.5
258939	66	New South Wales Land and Housing Corporation	36-38 Leigh Cres Claymore	598.8
258939	67	New South Wales Land and Housing Corporation	40 Leigh Cres Claymore	591.7
258939	68	New South Wales Land and Housing Corporation	29-31 Boyd St Claymore	673.4
258939	69	New South Wales Land and Housing Corporation	37-39 Leigh St Claymore	764.3
258939	70	New South Wales Land and Housing Corporation	41 Boyd St Claymore	604.3
258939	71	New South Wales Land and Housing Corporation	43-45 Boyd St Claymore	567.1
258940	1	Campbelltown City Council	Dobell Reserve	2178
258940	2	New South Wales Land and Housing Corporation	Superlot	21580
258940	3	New South Wales Land and Housing Corporation	Superlot	11170
258940	4*	New South Wales Land and Housing Corporation	Superlot	11330
* Further subdivided into Stage 1A, DP1203266 Lots 978-1070				
258940	5	New South Wales Land and Housing Corporation	Superlot	6264
258940	6	Campbelltown City Council	Burdekin Park	2128
258940	7	New South Wales Land and Housing Corporation	Superlot	5710
258940	8	Campbelltown City Council	Eldred Park	5306
258940	9	Campbelltown City Council	Eldred Park	1804
258940	10	New South Wales Land and Housing Corporation	Superlot	2137

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258940	11	New South Wales Land and Housing Corporation	Superlot	5788
258940	12	Campbelltown City Council	Tate Park	779.5
258940	13	New South Wales Land and Housing Corporation	Superlot	8025
258940	14	New South Wales Land and Housing Corporation	Superlot	13170
258940	15	New South Wales Land and Housing Corporation	Superlot	19790
258940	16	Campbelltown City Council	Davis Park	8157
258940	17	Campbelltown City Council	Davis Park	16490
258940	18	New South Wales Land and Housing Corporation	Superlot	8193
258940	19*	Campbelltown City Council	Badgally Reserve	3863
* Further subdivided into Stage 1A, DP 1203266 Lots 978-1070				
258940	20*	New South Wales Land and Housing Corporation	Superlot	65890
* Further subdivided into Stage 1A, DP 1203266 Lots 978-1070				
258940	21*	New South Wales Land and Housing Corporation	Superlot	35980
* Further subdivided into Stage 1A, DP 1203266 Lots 978-1070				
258940	22*	New South Wales Land and Housing Corporation	Superlot	34560
* Further subdivided into Stage 1A, DP 1203266 Lots 978-1070				
258940	23*	Campbelltown City Council	Dimeny Park	20700
* Further subdivided into DP1210126 Lots 509-513				
258940	24*	New South Wales Land and Housing Corporation	Superlot	17390
* Further subdivided into Stage 1A, DP 1203266 Lots 978-1070				

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258940	25	New South Wales Land and Housing Corporation	Superlot	11490
258940	26	New South Wales Land and Housing Corporation	Superlot	11100
258940	27	New South Wales Land and Housing Corporation	Superlot	15090
258940	28*	Campbelltown City Council	Highfield Park	23280
* Further subdivided into DP1210126 Lots 509-513				
258940	29	New South Wales Land and Housing Corporation	Superlot	44870
258940	30	New South Wales Land and Housing Corporation	Superlot	22360
258940	31	New South Wales Land and Housing Corporation	Superlot	23810
258940	32	New South Wales Land and Housing Corporation	Fullwood Reserve	39210
258941	74	New South Wales Land and Housing Corporation	25 Crozier St Eagle Vale	605.9
258941	75	New South Wales Land and Housing Corporation	23 Crozier St Eagle Vale	569.3
258941	76	New South Wales Land and Housing Corporation	21 Crozier St Eagle Vale	667.4
258941	78	New South Wales Land and Housing Corporation	4 Blake PI Eagle Vale	538.3
258941	79	New South Wales Land and Housing Corporation	6 Blake PI Eagle Vale	738.2
258941	80	New South Wales Land and Housing Corporation	8 Blake PI Eagle Vale	543.7
258941	82	New South Wales Land and Housing Corporation	3 Blake PI Eagle Vale	601.1
258941	83	New South Wales Land and Housing Corporation	17 Crozier St Eagle Vale	700.2
258941	84	New South Wales Land and Housing Corporation	28 Crozier St Eagle Vale	692
258941	86	New South Wales Land and Housing Corporation	1 Auld PI Eagle Vale	722.2
258941	87	New South Wales Land and Housing Corporation	3 Auld PI Eagle Vale	627.6

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258941	88	New South Wales Land and Housing Corporation	5 Auld PI Eagle Vale	612.4
258941	89	New South Wales Land and Housing Corporation	7 Auld PI Eagle Vale	692.3
258941	90	New South Wales Land and Housing Corporation	9 Auld PI Eagle Vale	601
258941	91	New South Wales Land and Housing Corporation	11 Auld PI Eagle Vale	536.3
258941	92	New South Wales Land and Housing Corporation	8 Auld PI Eagle Vale	516.3
258941	93	New South Wales Land and Housing Corporation	6 Auld PI Eagle Vale	568.9
258941	94	New South Wales Land and Housing Corporation	4 Auld PI Eagle Vale	571
258941	95	New South Wales Land and Housing Corporation	2 Auld PI Eagle Vale	641.9
258941	96	New South Wales Land and Housing Corporation	36 Crozier St Eagle Vale	631.6
258941	98	New South Wales Land and Housing Corporation	40 Crozier St Eagle Vale	584
258941	99	New South Wales Land and Housing Corporation	42 Crozier St Eagle Vale	555.7
258941	100	New South Wales Land and Housing Corporation	44 Crozier St Eagle Vale	589.6
258941	102	New South Wales Land and Housing Corporation	47 Dobell Rd	614
258941	103	New South Wales Land and Housing Corporation	49 Dobell Rd	603.7
258941	104	New South Wales Land and Housing Corporation	51 Dobell Rd	612.7
258941	105	New South Wales Land and Housing Corporation	53 Dobell Rd	629.8
258941	107	New South Wales Land and Housing Corporation	57 Dobell Rd	700.7
258941	108	New South Wales Land and Housing Corporation	1 Carter PI	601.9
258941	109	New South Wales Land and Housing Corporation	2 Carter PI	710.2
258941	110	New South Wales Land and Housing Corporation	3 Carter PI	675.2

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258941	111	New South Wales Land and Housing Corporation	4 Carter PI	613.6
258941	112	New South Wales Land and Housing Corporation	5 Carter PI	569.8
258941	113	New South Wales Land and Housing Corporation	6 Carter PI	568.9
258941	114	New South Wales Land and Housing Corporation	7 Carter PI	567.9
258941	115	New South Wales Land and Housing Corporation	8 Carter PI	566.9
258941	116	New South Wales Land and Housing Corporation	9 Carter PI	566
258941	117	New South Wales Land and Housing Corporation	10 Carter PI	668.7
258941	118	New South Wales Land and Housing Corporation	11 Carter PI	666.7
258941	119	New South Wales Land and Housing Corporation	12 Carter PI	623.2
258941	120	New South Wales Land and Housing Corporation	37 Dobell Rd	756.9
258941	121	New South Wales Land and Housing Corporation	39 Dobell Rd	679.1
258941	122	New South Wales Land and Housing Corporation	41 Dobell Rd	627.2
258941	123	New South Wales Land and Housing Corporation	43 Dobell Rd	577.2
258941	124	New South Wales Land and Housing Corporation	45 Dobell Rd	584
258941	125	New South Wales Land and Housing Corporation	Reserve to be dedicated	58800
259322	901*	New South Wales Land and Housing Corporation	Badgally Reserve	13600
* Further subdivided into Stage 1A, DP 1203266 Lots 978-1070				
259322	902*	New South Wales Land and Housing Corporation	Badgally Reserve	41360
* Further subdivided into Stage 1A, DP 1203266 Lots 978-1070				
259322	903	New South Wales Land and Housing Corporation	Badgally Reserve	5374

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* Further subdivided into Stage 1A, DP 1203266 Lots 978-1070				
259322	904	New South Wales Land and Housing Corporation	Badgally Reserve	11390
259322	905	Campbelltown City Council	Badgally Reserve	3311
* Further subdivided into Stage 1A, DP 1203266 Lots 978-1070				
259322	906	Campbelltown City Council	Badgally Reserve	1333
262742	486	Land Commission of New South Wales**	2-8 Drysdale St Eagle Vale	2385
263050	5997	Campbelltown City Council	Brady Park	675
263776	501	New South Wales Land and Housing Corporation	Waratah Cottage	2482
263776	505	New South Wales Land and Housing Corporation	Claymore Pre School	5409
703539	2	New South Wales Land and Housing Corporation	Glenroy - Dobell Rd Claymore	22930
714038	507	New South Wales Land and Housing Corporation	Claymore Youth Centre	7422
714038	508	New South Wales Land and Housing Corporation	Reserve to be dedicated	16920
731888	1280	New South Wales Land and Housing Corporation	Non Dedicated Reserve	9690
775571	248	New South Wales Land and Housing Corporation	69 Gould Rd Eagle Vale	562.3
775571	249	New South Wales Land and Housing Corporation	71 Gould Rd Eagle Vale	636.4
775571	250	New South Wales Land and Housing Corporation	73 Gould Rd Eagle Vale	674.1
775571	251	New South Wales Land and Housing Corporation	75 Gould Rd Eagle Vale	740.2
775571	252	New South Wales Land and Housing Corporation	77 Gould Rd Eagle Vale	759.7
775571	253	New South Wales Land and Housing Corporation	2 Beryl Close Eagle Vale	634.1
775571	254	New South Wales Land and Housing Corporation	4 Beryl Close Eagle Vale	675.8

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775571	255	New South Wales Land and Housing Corporation	6 Beryl Close Eagle Vale	601.8
775571	256	New South Wales Land and Housing Corporation	7 Beryl Close Eagle Vale	665.7
775571	257	New South Wales Land and Housing Corporation	5 Beryl Close Eagle Vale	684.5
775571	258	New South Wales Land and Housing Corporation	3 Beryl Close Eagle Vale	709.6
775571	259	New South Wales Land and Housing Corporation	1 Beryl Close Eagle Vale	638.4
775571	260	New South Wales Land and Housing Corporation	83 Gould Rd Eagle Vale	595
804111	218	New South Wales Land and Housing Corporation	47 Boyd St Claymore	568.7
804111	219	New South Wales Land and Housing Corporation	49 Boyd St Claymore	560.2
804111	220	New South Wales Land and Housing Corporation	51 Boyd St Claymore	560.6
804111	221	New South Wales Land and Housing Corporation	53 Boyd St Claymore	561.7
804111	222	New South Wales Land and Housing Corporation	38 Boyd St Claymore	560
804111	223	New South Wales Land and Housing Corporation	36 Boyd St Claymore	560.2
804111	224	New South Wales Land and Housing Corporation	34 Boyd St Claymore	563.1
804111	225	New South Wales Land and Housing Corporation	32 Boyd St Claymore	599.3
804111	226	New South Wales Land and Housing Corporation	30 Boyd St Claymore	604.5
804111	227	New South Wales Land and Housing Corporation	28 Boyd St Claymore	583
804111	228	New South Wales Land and Housing Corporation	26 Boyd St Claymore	577.1
804111	229	New South Wales Land and Housing Corporation	24 Boyd St Claymore	577.1
804111	230	New South Wales Land and Housing Corporation	22 Boyd St Claymore	577.1
804111	231	New South Wales Land and Housing Corporation	20 Boyd St Claymore	582.7

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804111	232	New South Wales Land and Housing Corporation	20 Boyd St Claymore	602.5
804111	233	New South Wales Land and Housing Corporation	1 Zeolite PI Eagle Vale	612.2
804111	234	New South Wales Land and Housing Corporation	14 Boyd St Eagle Vale	583.5
804111	235	New South Wales Land and Housing Corporation	12 Boyd St Eagle Vale	562.7
804111	236	New South Wales Land and Housing Corporation	10 Boyd St Eagle Vale	579.6
804111	237	New South Wales Land and Housing Corporation	8 Boyd St Eagle Vale	653.5
804111	239	New South Wales Land and Housing Corporation	3 Fairweather PI Eagle Vale	653.2
804111	240	New South Wales Land and Housing Corporation	5 Fairweather PI Eagle Vale	563.8
804111	241	New South Wales Land and Housing Corporation	7 Fairweather PI Eagle Vale	560
804111	242	New South Wales Land and Housing Corporation	9 Fairweather PI Eagle Vale	560
804111	243	New South Wales Land and Housing Corporation	11 Fairweather PI Eagle Vale	560
804111	244	New South Wales Land and Housing Corporation	13 Fairweather PI Eagle Vale	560
804111	245	New South Wales Land and Housing Corporation	15 Fairweather PI Eagle Vale	560
804111	246	New South Wales Land and Housing Corporation	17 Fairweather PI Eagle Vale	561
804111	247	New South Wales Land and Housing Corporation	19 Fairweather PI Eagle Vale	658.5
804111	248	New South Wales Land and Housing Corporation	21 Fairweather PI Eagle Vale	1007
807572	3202	New South Wales Land and Housing Corporation	Claymore Neighbourhood Centre	9763
852796	101	New South Wales Land and Housing Corporation	13 Dobell Rd Claymore	4919
1067086	2	New South Wales Land and Housing Corporation	24-26 Drysdale St Eagle Vale	1197

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1067086	4	New South Wales Land and Housing Corporation	12-14 Drysdale St Eagle Vale	1121
1092945	2	Campbelltown City Council	Closed Rd	155.7
1109874	2	New South Wales Land and Housing Corporation		542
1109874	12	New South Wales Land and Housing Corporation	4 Evergold PI Eagle Vale	513

** The Corporation is the statutory successor in title to the Housing Commission of New South Wales and the Land Commission of New South Wales. Any land registered in the name of the Housing Commission of New South Wales or the Land Commission of New South Wales is to be read as a reference to The Corporation (without the need for conveyance or transfer) in accordance with section 10 of Schedule 3 of the Housing Act, 2001.

Schedule 2

(Clause 1.1)

Development

Development means the development of the Land generally in accordance with the Concept Plan Approval and as shown in the updated Development Area Plan at Schedule 4 up to 1,715 Final Lots.

Part 14 means the Land within Development Area 14 owned by the Corporation, being Lot 101 in Deposited Plan 852796 and Lot 501 in Deposited Plan 263776. For the avoidance of doubt, the majority balance of Development Area 14 which is not owned by the Corporation (i.e. Lot 100 in Deposited Plan 852796 and Lot 503 in Deposited Plan 263776) is not part of the Development Area and is excluded from this Planning Agreement.

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Schedule 3

(Clause 10)

Development Contributions

No.	Item	Public Purpose	Scope	Timing of Provision	Contribution Value
Carrying out of Works and Dedication of Land					
1	Road works associated with Rosslyn Drive and Badgally Road Intersection	Road works	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' in Item 1 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 2A Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 2A Development Area . 	\$350,875
2	Contribution for Rosslyn Drive and Badgally Road Intersection Signalisation and Roadway Modifications	Intersection Upgrades	<ul style="list-style-type: none"> The Corporation to provide \$250,000 to the Council towards the upgrade costs of installing traffic signals at this intersection 	<ul style="list-style-type: none"> Payment to be made by the earlier of: <ul style="list-style-type: none"> (a) the completion of the Badgally Road upgrade by RMS or (b) the issuing of the Subdivision Certificate that creates the Stage 8 Development Area. 	\$250,000

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3	Rosslyn Drive and Arkley Avenue Intersection (single lane roundabout)	Road works and Intersection Upgrades	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 1 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 1A Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 1A Development Area. 	\$88,550
4	Rosslyn Drive and existing Gidley Crescent Intersection (single lane roundabout)	Road works and Intersection Upgrades	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 1 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 6A Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 6A Development Area. 	\$88,550
5	Rosslyn Drive and existing Dobell Road Intersection (single lane roundabout)	Road works and Intersection Upgrades	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 1 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 6B Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 6B Development Area. 	\$88,550
6	Glenroy Drive and Arkley Crescent Intersection (single lane roundabout)	Road works and Intersection Upgrades	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 1 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 10 Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 10 Development Area. 	\$88,550

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7	Local and other collector roads as shown in their general location on the Development Area Plan	Road works and Intersection Upgrades	<ul style="list-style-type: none"> • Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 1 of Part A of the ISDP. • Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> • Works to be completed before the issuing of the Subdivision Certificate that creates the Development Area within which the local or collector road is located. • Land to be dedicated on or before the registration of the plan of subdivision that creates the Development Area within which the local or collector road is located. 	\$6,434,581
8	New roads adjacent to parks as shown in their general location on the Development Area Plan	Road works	<ul style="list-style-type: none"> • Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 1 of Part A of the ISDP. • Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> • Works to be completed before the issuing of the Subdivision Certificate that creates the Development Area within which the new road adjacent to a park is located. • Land to be dedicated on or before the registration of the plan of subdivision that creates the Development Area within which the new road is located. 	\$1,079,179
9	Removal of Existing Underpasses	Road works	<ul style="list-style-type: none"> • Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 1 of Part A of the ISDP. • Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> • Work to be completed before the issuing of the Subdivision Certificate that creates the Stage 8 Development Area. • Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 8 Development Area. 	\$139,150

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10	Trunk stormwater pipes and pits	Watercycle Management	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 2 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Development Area within which the trunk stormwater pipes and pits are located. Land to be dedicated on or before the registration of the plan of subdivision that creates the Development Area within which the trunk stormwater pipes and pits are located. 	\$3,293,841
11	Brady Park Engineering upgrades	Watercycle Management	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 2 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Work to be completed before the issuing of the Subdivision Certificate that creates the Stage 13 Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 13 Development Area. 	\$151,800
12	Fullwood Reserve infiltration swale and detention basin works	Watercycle Management	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 2 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 11 Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 11 Development Area. 	\$810,865
13	Gross pollutant traps	Watercycle Management	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 2 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Development Area within which the gross pollutant traps are located. Land to be dedicated on or before the registration of the plan of subdivision that creates the Development Area within which the gross pollutant are located. 	\$442,750

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14	Badgally Reserve (generally in the location shown on the Development Area Plan)	Passive recreation / play area	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 3 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 1A Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 1A Development Area. 	\$561,770
15	Landscape Buffer to Badgally Road (generally in the location shown on the Development Area Plan)	Passive recreation	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 4 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 1A Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 1A Development Area. 	\$189,899
16	Davis Park (generally in the location shown on the Development Area Plan)	Passive recreation / play area	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 5 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 6A Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 6A Development Area. 	\$507,078
17	Dimeny Park (generally in the location shown on the Development Area Plan)	Passive recreation / play area	<ul style="list-style-type: none"> Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 6 of Part A of the ISDP. Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 5 Development Area. Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 5 Development Area. 	\$379,879

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18	Fullwood Reserve (generally in the location shown on the Development Area Plan)	Active recreation / play area	<ul style="list-style-type: none"> • Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 7 of Part A of the ISDP. • Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> • Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 11 Development Area. • Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 11 Development Area. 	\$2,564,227
19	Brady Park (generally in the location shown on the Development Area Plan)	Passive recreation	<ul style="list-style-type: none"> • Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 8 of Part A of the ISDP. • Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> • Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 13 Development Area. • Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 13 Development Area. 	\$1,367,262
20	Multipurpose Community Facility (to be incorporated into the future Retail Centre Precinct as shown on the Development Area Plan)	Community Facilities	<ul style="list-style-type: none"> • Carrying out of Works as described under the heading 'Description of Works' and 'Core Elements' in Item 9 of Part A of the ISDP. • Dedication of Land on which the Works are carried out. 	<ul style="list-style-type: none"> • Works to be completed before the issuing of the Subdivision Certificate that creates the Stage 7 Development. • Land to be dedicated on or before the registration of the plan of subdivision that creates the Stage 7 Development. 	\$2,278,645
21	Public Art	Public Art	<ul style="list-style-type: none"> • Provision of public art as described in the Concept Plan Approval and associated Environmental Assessment Reports. 	<ul style="list-style-type: none"> • Works to be completed as agreed with Council. 	\$174,289
Total Contribution Value					\$21,330,290

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Schedule 4
 (Clause 1.1)
Development Area Plan



Claymore Renewal Project Planning Agreement August 2018
Campbelltown City Council
New South Wales Land and Housing Corporation

Execution

Executed as an Agreement

Dated: 2 September 2019



Executed on behalf of the Council

A handwritten signature in blue ink, appearing to be "A. King", written over a horizontal line.

Acting

General Manager

A handwritten signature in blue ink, appearing to be "Annette Cukorski", written over a horizontal line.
Annette Cukorski Manager Property Development
Witness/Name/Position

Executed on behalf of The Corporation by its duly authorised delegate and I
have no notice of revocation of such delegation

A handwritten signature in blue ink, appearing to be "Peter Anderson", written over a horizontal line.
Signature of DelegateA handwritten signature in blue ink, appearing to be "Lisa Marigliano", written over a horizontal line.
Signature of Witness

PETER ANDERSON
Name of Delegate Executive Director,
Communities Plus.

Lisa Marigliano
Name of Witness