

Deed

**East Leppington
Planning Agreement**

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

Camden Council

**Stockland Development Pty Limited
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited**

Date: 31 March 2014

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Cornish Group No. Two Pty Limited

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Summary Sheet

Council:

Name: Camden Council
Address: 37 John Street, Camden NSW 2570
Telephone: (02) 4654 7777
Facsimile: (02) 4564 7829
Email: mail@camden.nsw.gov.au
Representative: The General Manager

Landowner and Developer:

Name: Stockland Development Pty Ltd
Address: Level 25, 133 Castlereagh Street, Sydney, NSW, 2000
Telephone: (02) 9035 2000
Facsimile: (02) 8988 2000
Email: Edward.Krushka@stockland.com.au
Representative: General Manager, Residential Development, NSW

Landowner and Developer:

Name: Cornish Group No. Two Pty Limited
Address: 7 Ferncreek Court, Kellyville NSW 2155
Telephone: (02) 9819 6966
Facsimile: (02) 9819 6977
Email: brett@cornishgroup.com.au
Representative: Brett Cornish

Landowner:

Name: Leppington Park Pastoral Pty Limited
Address: PO Box 501, Casula, NSW 2170
Telephone: (02) 4773 4291

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Cornish Group No. Two Pty Limited

Facsimile: (02) 9602 7234

Email: [Insert Details]

Representative: The Directors

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Clause 9 and Schedule 1.

Application of s94, s94A and s94EF of the Act:

See clause 8.

Security:

See Part 4.

Registration:

See clause 30.

Restriction on dealings:

See clause 31.

Dispute Resolution:

See Part 3.

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East Leppington Planning Deed

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

Parties

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

and

Stockland Development Pty Ltd ACN 000 064 835 of Level 25, 133
Castlereagh Street, Sydney, NSW 2000 (**Stockland**)

and

Leppington Park Pastoral Pty Limited ABN 33 080 266 048 of PO Box
501, Casula, NSW 2170 (**LPP**)

and

Cornish Group No. Two Pty Limited ACN 153 422 381 of 7 Ferncreek
Court, Kellyville NSW 2155 (**Cornish Group**)

Background

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

Operative provisions

Part 1 - Preliminary

1 Interpretation

- 1.1 In this Deed the following definitions apply:

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

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

J. Stanbury *Sc* *[Signature]* *[Signature]*

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

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

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

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

Business Day means a day on which the banks are open for general banking business in Sydney (not being a Saturday, Sunday or public holiday).

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

Cornish Group means Cornish Group No. Two Pty Limited (ACN 153 422 381).

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

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

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

Defects Liability Period means the period of 1 year commencing on the day immediately after a Work is completed for the purposes of this Deed (not including any Maintenance Period).

Developer in relation to Development on:

- (a) that part of the Land in respect of which Stockland or LPP is the registered proprietor. means Stockland;
- (b) that part of the Land in respect of which Cornish Group is the registered proprietor, means Cornish Group..

Development means the development of the Land for urban purposes in accordance with the Indicative Layout Plan involving subdivision to accommodate approximately 615 dwellings, establishment of a road, utilities and stormwater management network, provision of open space and recreation areas and construction of dwellings and a maximum FLA of approximately 34 hectares.

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Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s93F(3)(g) of the Act.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

Equipment means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developers in connection with the performance of their obligations under this Deed.

Final Lot means a lot created in the Development for separate residential occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

Final Lot Area (FLA) means the area of the ground (measured in hectares or fractions thereof) in Final Lots for which Subdivision Certificates have been issued.

FLA Stage A means 16.82 hectares.

FLA Stage B means 16.76 hectares.

GST has the same meaning as in the GST Law.

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

Indicative Layout Plan means sheet 1 of the Map.

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

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

Land means all of the land in the East Leppington Precinct that is within the area of the Council as shown on Sheet 2 of the Map and comprising Part Lots 1 – 2 and Part Lot 3 in DP 1185269, Lot 1 in DP 1181417 and Lot 72 in DP 706546.

Landowner means the registered proprietor of the relevant part of the Land.

LG Act means the *Local Government Act 1993*.

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work whether as a result of adverse weather, other act of God or otherwise.

Maintenance Period for a Work means the period of years specified in Column 8 of Schedule 1 in respect of that Item of Work calculated from the date of completion of that Work under clause 19.

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Map means Sheets 1 - 4 in Schedule 2.

Option Land means Part Lot 3 DP 1185269 forming part of the Land.

Option Land Security means \$566,265

Party means a party to this Deed.

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

Plan of Management has the same meaning as in the s36 of the LG Act.

Rectification Notice means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct.

Registration Land means Lot 1 DP1185269, Lot 1 DP 1181417, Lot 72 DP 706546.

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

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 Deed.

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

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

Vegetation Management Plan (VMP) means a document prepared by a suitably qualified person in relation to a Work and which includes, without limitation, the following:

- (a) the criteria for the establishment, protection and management of existing and new plants, grasses, trees, shrubs, other habitat and landscape features;
- (b) the establishment of all protective measures required to ensure the immediate safety and ongoing viability of existing vegetation on the land; and
- (c) an estimate of the actual maintenance costs of implementing the VMP over the Maintenance Period of the Work;
- (d) an estimate of annual maintenance costs following dedication to the Council of the land upon which the Work is located itemised in relation to the following matters:
 - a. materials,
 - b. labour for maintenance, monitoring, review and reporting,
 - c. irrigation,
 - d. damage caused by possible storm events,

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- e. plant loss replacement
- f. other
- g. total.

Work means those works identified in Items 1 – 9 of Schedule 1 and includes the physical result of any building, engineering or construction work in, on, over or under land.

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

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1.2.16 Any schedules, appendices and attachments form part of this Deed.

2 Status of this Deed

2.1 This Deed is a planning agreement within the meaning of s93F(1) of the Act.

3 Commencement

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

3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

4 Application of this Deed

4.1 This Deed applies to the Land and to the Development.

5 Warranties

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed; and

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

6 Further agreements

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

7 Surrender of right of appeal, etc.

7.1 The Developers are not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or the validity of an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

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

8.1 This Deed excludes the application of s94 of the Act to the Development.

8.2 This Deed excludes the application of s94A of the Act to the Development.

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- 8.3 This Deed does not exclude the application of s94EF of the Act to the Development.
- 8.4 For the avoidance of doubt, clauses 7.1 and 7.2 do not exclude the application of s94 or s94A of the Act to the development of Final Lots although in that eventuality, the benefits provided under this Deed referable to the Final Lot may be taken into consideration in determining a development contribution under section 94 of the Act.

Part 2 – Development Contributions

9 Provision of Development Contributions

- 9.1 The Developers are to make (or procure to be made) Development Contributions to the Council in accordance with Schedule 1 and any other provision of this Deed relating to the making of Development Contributions
- 9.2 Except in relation to Item 18 and 19 of Schedule 1, any Contribution Value specified in this Deed in relation to a Development Contribution does not serve to define the extent of the Developers' obligations to make the Development Contributions and:
- 9.2.1 in the event that the costs of the relevant Works or land dedication exceed the Contribution Value, the Developers are responsible for that exceedance in costs; and
- 9.2.2 in the event that the costs of the relevant Works or land dedication do not exceed the Contribution Value, the Developers are not required to make any additional contributions to the Council to make up for any difference between the actual cost and the amount identified in Schedule 1.
- 9.3 The Council is to apply each Development Contribution made by the Developers under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 9.4 Despite clause 9.3, the Council may apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.
- 9.5 A monetary Development Contribution specified in column 7 of Items 18 and 19 of Schedule 1 is to be indexed from the date of this Deed to the date of payment in accordance with the quarterly movements of the Consumer Price Index (All Groups Sydney) published by the Australian Bureau of Statistics.

10 Payment of monetary Development Contributions

- 10.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

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11 Dedication of land

- 11.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:
- 11.1.1 a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the *Local Government Act 1993*, or
- 11.1.2 the Council is given:
- (a) an instrument in registrable form under the *Real Property Act 1900* duly executed by the Developers (including where relevant, procuring LPP to do all things that LPP may reasonably be required to do) as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,
 - (b) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
 - (c) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- 11.2 The Developers are to do all things reasonably necessary (including, where relevant, procuring LPP to do all things which LPP may reasonably be required to do) to enable registration of the instrument of transfer to occur.
- 11.3 The Developers are to do all things reasonably necessary (and where relevant procure that LPP does all things which LPP may reasonably be required to do) to ensure that land dedicated to the Council under this Deed is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except for the Permitted Encumbrances.
- 11.4 If, having used all reasonable endeavours, the Developers cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations other than the Permitted Encumbrances, the Developers may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.

12 Carrying out of Work

- 12.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developers under this Deed is to be carried out in accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.
- 12.2 The Developer at its own cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed.
- 12.3 Notwithstanding the generality of clause 12.1 or clause 13.1, prior to commencing a Work for which a Maintenance Period applies, the Developers must provide, and the Council must have earlier approved:

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- 12.3.1 a draft Plan of Management for the land on which the Work is to be carried out; and
- 12.3.2 a suitable maintenance regime for the Work, and costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.

13 Approval of design of Works

- 13.1 Council must approve the design and specifications for each Work unless otherwise agreed in writing by the Council in relation to any particular Work.
- 13.2 Prior to commencing design of a Work, the Developer must request that the Council provide the Developer with its requirements for the location (generally as shown on the Map if at all), design, materials and specifications for the provision of the Work.
- 13.3 When requesting Council's requirements under clause 13.2, the Developer may provide a proposal, including preliminary concept designs to assist Council in preparing its requirements.
- 13.4 Once the Developer receives the Council's requirements for the Work under clause 13.2, the Developer is to provide the initial design for the Work to Council for the Council's approval.
- 13.5 The initial design for the Work is to include or be accompanied by such information as is required for the making of a Development Application for the Work including:
 - 13.5.1 a draft Plan of Management for the land on which the Work is to be located on its dedication to the Council, if that land will be classified as community land within the meaning of the LG Act; and
 - 13.5.2 a draft Vegetation Management Plan for the land on which the Work is to be located, if the Council has advised the Developer that a Vegetation Management Plan is required; and
 - 13.5.3 a detailed maintenance regime for the Work, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 13.6 The Council is to advise the Developer in writing whether it approves of the initial design of the Work within 2 months of receiving the initial design from the Developer.
- 13.7 The Developer will make any change to the initial design for the Work required by the Council.
- 13.8 The Developer is not to lodge any Development Application for a Work unless the Council has first approved the initial design for the Work and provided its written certification that the Development Application is consistent with the approved initial design of the Work.
- 13.9 The Council is to provide the written certification referred to in clause 13.8 within 14 days of being provided with a copy of the proposed Development Application by the Developer, unless the Council forms the view that the proposed Development Application is not consistent with the approved initial design of the Work.

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- 13.10 A Development Application for a Work is to be accompanied by the written certification referred to in clause 13.9 when lodged with the Council, as the consent authority.
- 13.11 The Developer is to bear all costs associated with obtaining the Council's approval to the initial design of a Work in Schedule 1 of this Deed under this clause.
- 13.12 Following Development Consent being issued for a Work, the Developer shall work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.
- 13.13 The Developer is not to lodge any application for a Construction Certificate for a Work, with any Principal Certifying Authority, unless the Council has first approved the detailed design for the Work, and provided its written certification that the application for a Construction Certificate is consistent with the approved detailed design of the Work.
- 13.14 The Council is to provide the written certification referred to in Clause 13.13 within 14 days of being provided with a copy of the application for a Construction Certificate by the Developer, unless the Council forms the view that the application is not consistent with the approved detailed design of the Work.
- 13.15 Council's written certification outlined in clause 13.14 shall specify any particular milestones of construction of a Work and if so, the Developer is to provide the Council with a minimum of 24 hours notice prior to commencing a particular milestone and allow the Council access to the relevant land to inspect the Work.
- 13.16 An application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 13.14 when lodged with the Council, as the consent authority.
- 13.17 For the avoidance of doubt, nothing in the clause shall fetter the Council's discretion, as consent authority, in determining any Development Application for the Work.

14 Variation to Work

- 14.1 The design or specification of any Work that is required to be carried out by the Developers under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed.
- 14.2 Without limiting clause 14.1, the Developers may make a written request to the Council to approve a variation to the design or specification of a Work in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.
- 14.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developers under clause 14.2.
- 14.4 The Council, acting reasonably and subject to clause 14.6, may from time to time give a written direction to the Developers requiring them to vary the design or specification of a Work before the Work is carried out in a specified manner and submit the variation to the Council for approval.
- 14.5 The Developers are to comply promptly with a direction referred to in clause 14.4 at its own cost.

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- 14.6 The Council, when approving a request under clause 14.2 or directing the Developers to vary the design under clause 14.4, must act in good faith towards the Developers and use its best endeavours to comply with the spirit and intention of this Agreement.

15 Deferral of Work

- 15.1 Notwithstanding any other provision of this Deed, if the Developers forms the view at any time, that they are unable to make a Development Contribution comprising a Work by the time specified in column 6 of Schedule 1, then:
- 15.1.1 the Developers must provide written notice to the Council to that effect;
- 15.1.2 the Developers must provide the Council with Security in an amount being 100% of the value of the uncompleted part of the Work (calculated with reference to and not exceeding the Contribution Value of the Work) before the date on which the application for the relevant Subdivision Certificate is made;
- 15.1.3 the Developers must provide to Council, for Council's approval, a revised completion date for the Work;
- 15.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developers must negotiate in good faith and agree upon a revised completion date for the Work; and
- 15.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 14.1.4.
- 15.2 If the Developers comply with clause 14.1, then:
- 15.2.1 it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in Column 6 of Schedule 2; and
- 15.2.2 if applicable, any relevant Subdivision Certificate may be issued if the time for compliance for the completion of a Work is required prior to the issue of a Subdivision Certificate in Column 6 of Schedule 1.
- 15.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 14.1.4, then the Council may call on the Security to meet any of its reasonable costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.
- 15.4 The Developers are to ensure that the Security held by the Council at all times equals the amount of the Security as indexed.

16 Access to the Land

- 16.1 The Landowner and the Developers are to permit the Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach by the Developer relating to the carrying out of a Work.

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- 16.2 The Council is to permit the Developers to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developers to carry out any Work under this Deed that is required to be carried out on such land or to perform any other obligation imposed on the Developers by or under this Deed.

17 Council's obligations relating to Work

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

18 Protection of people, property & utilities

- 18.1 The Developers (and the Landowner, only in relation to clause 18.1.2) are to ensure to the fullest extent reasonably practicable in relation to the performance of their obligations under this Deed that:
- 18.1.1 all necessary measures are taken to protect people and property,
 - 18.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 18.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 18.2 Without limiting clause 18.1, the Developers are not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised by an Approval or in writing by the Council or any relevant Authority.

19 Repair of damage

- 19.1 The Developers are to Maintain any Work required to be carried out by the Developers under this Deed until the Work is completed for the purposes of this Deed or if applicable, during the Maintenance Period.
- 19.2 The Developers are to carry out their obligation under clause 19.1 at their own cost and to the satisfaction of the Council.

20 Completion of Work

- 20.1 The Developers are to give the Council written notice of the date on which they will complete Work required to be carried out under this Deed.
- 20.2 The Council is to inspect the Work the subject of the notice referred to in clause 20.1 within 14 days of the date specified in the notice for completion of the Work.
- 20.3 Work required to be carried out by the Developers under this Deed, is completed for the purposes of this Deed when the Council, acting reasonably, gives a written notice to the Developers to that effect.

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- 20.4 If the Council is the owner of the land on which Work the subject of a notice referred to in clause 20.3 is issued, the Council assumes responsibility for the Work upon the issuing of the notice, but if it is not the owner at that time, it assumes that responsibility when it later becomes the owner.
- 20.5 Before the Council gives the Developers a notice referred to in clause 20.3, it may give the Developers a written direction to complete, rectify or repair any specified part of the Work to the reasonable satisfaction of the Council.
- 20.6 The Developers, at their own cost, are to promptly comply with a direction referred to in clause 20.5
- 20.7 The Developers will Maintain Items 2 to 8 during the Maintenance Period.

21 Rectification of defects

- 21.1 The Council may give the Developers a Rectification Notice during the Defects Liability Period.
- 21.2 The Developers, at their own cost, are to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 21.3 The Council is to do such things as are reasonably necessary to enable the Developers to comply with a Rectification Notice that has been given to it under clause 21.1

22 Works-As-Executed-Plan

- 22.1 No later than 60 days after Work is completed for the purposes of this Deed, the Developers are to submit to the Council a full works-as-executed-plan in respect of the Work.
- 22.2 The Developers, warrant that they are the licensee of the copyright in the plan referred to in clause 22.1, and are to procure for the Council by the time of submission a non-exclusive sub-licence to use the copyright in the plans for the purposes of this Deed and use of the Work.

23 Removal of Equipment

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

Part 3 – Dispute Resolution

24 Dispute resolution – expert determination

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- 24.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 24.1.1 the Parties to the Dispute agree that it can be so determined, or
- 24.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 24.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 24.3 If a notice is given under clause 24.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 24.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 24.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 24.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 24.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

25 Dispute Resolution - mediation

- 25.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 24 applies.
- 25.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 25.3 If a notice is given under clause 25.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 25.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 25.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 25.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 25.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

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Part 4 – Enforcement

26 Security for performance of obligations

26.1 In this clause 26 the following definitions apply:

FLA Subdivision Certificate means a Subdivision Certificate that:

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

Security Amount means:

- (a) Security to the value of:
 - (i) \$TCSV/FLA per hectare or part thereof of Final Lot Area the subject of all previous FLA Subdivision Certificates and a proposed new FLA Subdivision Certificate; or
- (b) Security to the value of such other amount as the Developer and the Council agree in writing.

Security Party means the Developer from time to time who is seeking the issue of an FLA Subdivision Certificate.

TCSV means the sum of the Contribution Values of Item Nos 1 to 9 in Schedule 1 except those Items that have been completed in accordance with this Deed and are the responsibility of the Council.

FLA means the maximum Final Lot Area to be created as part of the Development, being 33.58 hectares.

- 26.2 Prior to the issuing of a FLA Subdivision Certificate, the Security Party is to provide the Council with a Security for the difference between the value of Security Amount and the Security already held (if any) in relation to the performance of the Security Party's obligations under this Deed.
- 26.3 The Council, in its absolute discretion and despite clause 15, may refuse to allow the Security Party to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Security Party with any plant, Equipment, facilities or assistance relating to the carrying out of the Development if the Security Party has not provided the Security to the Council in accordance with this Deed.
- 26.4 The Council may call-up and apply the Security in accordance with clause 28 to remedy any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- 26.5 The Council is to release and return the Security or any unused part of it to the Security Party within 14 days of completion of the obligation to which the Security relates.
- 26.6 The Security Party may at any time provide the Council with a replacement Security.

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- 26.7 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Security Party.
- 26.8 If the Council calls-up the Security or any portion of it, it may, by written notice to the Security Party, require the Security Party to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.
- 26.9 The Security Party is to ensure that the Security provided to the Council is at all times maintained to the full current indexed value.

27 Acquisition of land required to be dedicated

- 27.1 If the Developers (or where relevant in its capacity as a Landowner, LPP) do not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Developers (or where relevant in its capacity as a Landowner, LPP) consent to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 27.2 The Council is to only acquire land pursuant to clause 27.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developers (or where relevant in its capacity as a Landowner, LPP) to dedicate the land required to be dedicated under this Deed.
- 27.3 Clause 27.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 27.4 If, as a result of the acquisition referred to in clause 27.1, the Council is required to pay compensation to any person other than the Landowner, the Developers are to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on any Security provided under clause 26.
- 27.5 The Developers (or where relevant in its capacity as a Landowner, LPP) are to promptly do all things necessary, and consent to the Council doing all things necessary, to give effect to this clause 27, including without limitation:
- 27.5.1 signing any documents or forms,
- 27.5.2 giving land owner's consent for lodgement of any Development Application,
- 27.5.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*; and
- 27.5.4 paying the Council's costs arising under this clause 27.

28 Breach of obligations

- 28.1 If the Council reasonably considers that either of the Landowner or Developers (**Breaching Party**) is in breach of any obligation under this Deed, it may give a written notice to the Breaching Party:
- 28.1.1 specifying the nature and extent of the breach,

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- 28.1.2 requiring the Breaching Party to:
- (a) rectify the breach if it reasonably considers it is capable of rectification; or
 - (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 28.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 28.2 Subject to clause 28.7, if the Breaching Party fails to fully comply with a notice referred to in clause 28.1, the Council may, without further notice to the Breaching Party, call-up the Security provided by the Breaching Party under this Deed and apply it to remedy the breach.
- 28.3 If the Breaching Party fails to comply with a notice given under clause 28.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Breaching Party and any Equipment on such land for that purpose.
- 28.4 Any costs incurred by the Council in remedying a breach in accordance with clause 28.2 or clause 28.3 may be recovered by the Council by either or a combination of the following means:
- 28.4.1 by calling-up and applying the Security provided by the Breaching Party under this Deed, or
 - 28.4.2 as a debt due in a court of competent jurisdiction.
- 28.5 For the purpose of clause 28.4, the Council's costs of remedying a breach the subject of a notice given under clause 28.1 include, but are not limited to:
- 28.5.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 28.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 28.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 28.6 Nothing in this clause 28 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Breaching Party, including but not limited to seeking relief in an appropriate court.
- 28.7 In exercising its rights under this clause 28, Council must act reasonably by seeking to minimise the cost of remedying a breach.

29 Enforcement in a court of competent jurisdiction

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

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- 29.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates; or
- 29.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 5 – Registration & Restriction on Dealings

30 Registration of this Deed

- 30.1 The Parties agree to register this Deed on the Registration Land for the purposes of s93H(1) of the Act.
- 30.2 The Parties further agree that this Deed may be registered over the Option Land.
- 30.3 If this Deed is not registered over the Option Land, Stockland must provide the Council with an additional Security in the amount of the Option Land Security as security for the completion of all Items located on comprising any part of the Option Land.
- 30.4 The additional Security is to be provided prior to the issuing of the first construction certificate in respect of the Development and the provisions of clause 26 and 28 of this Deed apply in relation to that Security as relevant.
- 30.5 A Security provided under clause 30.3 is to be returned to Stockland as specified in clause 26 or sooner if this Deed becomes registered on the LPP Option Land.
- 30.6 On execution, the Landowner and the Developer are to provide to the Council in registrable form:
- 30.6.1 an instrument requesting registration of this Deed on the title to the relevant Land duly executed by the Landowner, and
- 30.6.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.
- 30.7 The Landowner and the Developer are to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 30.8 The Parties are to do such things as are reasonably necessary to promptly remove any notation relating to this Deed from the title to any part of the Land:
- 30.8.1 in so far as the part of the Land concerned is a Final Lot,
- 30.8.2 in relation to any other part of the Land, once the Developer has completed its obligations under this Deed [to the reasonable satisfaction of the Council] or this Deed is terminated or otherwise comes to an end for any other reason.

31 Restriction on dealings

- 31.1 The Landowner and the Developers are not to:

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- 31.1.1 sell or transfer the Land (or part), other than a Final Lot, or
- 31.1.2 assign their rights or obligations under this Deed, or novate this Deed, to any person unless:
 - 31.1.3 they have, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Landowner's or Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 31.1.4 the Council has given written notice to the Landowner or Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 31.1.5 the Landowner and Developer are not in breach of this Deed, and
 - 31.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 31.2 Clause 31.1.1 does not apply in relation to any sale or transfer of the Land:
 - 31.2.1 if this Deed is registered on the title to the Land at the time of the sale; or
 - 31.2.2 any sale or transfer of the Land (or part) from LPP to Stockland;
 - 31.2.3 the Developers have completed all of their obligations under this Deed to the reasonable satisfaction of the Council.;
 - 31.2.4 as required by an Authority or an Approval issued by an Authority.

Part 6 – Indemnities & Insurance

32 Risk

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

33 Release

- 33.1 The Developers and the Landowner release the Council from any Claim they may have against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

34 Indemnity

- 34.1 The Developers indemnify the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with a breach of this Deed by the Developers or the performance of the Landowner or the Developer's obligations under this Deed except if,

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and to the extent that, the Claim arises because of the Council's negligence or default.

35 Insurance

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

Part 7 – Other Provisions

36 Annual report by Developer

- 36.1 The Developers are to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of their obligations under this Deed.
- 36.2 The report referred is to be in such a form and to address such matters as required by the Council from time to time.

37 Review of Deed

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- 37.1 The Parties agree to review this Deed annually, and otherwise if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- 37.2 For the purposes of clause 37.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 37.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 37.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 37.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 37.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 37.1 (but not 37.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

38 Notices

- 38.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 38.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
- 38.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
- 38.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 38.2 If a Party gives the other Party 3 business days' notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 38.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 38.3.1 delivered, when it is left at the relevant address,
- 38.3.2 sent by post, 2 business days after it is posted,
- 38.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
- 38.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 38.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of 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.

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39 Approvals and Consent

- 39.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.
- 39.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

40 Costs

- 40.1 The Developers are to pay to the Council the Council's costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 30 days of a written demand by the Council for such payment.
- 40.2 The Developers are also to pay to the Council the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

41 Entire Deed

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

42 Further Acts

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

43 Governing Law and Jurisdiction

- 43.1 This Deed is governed by the law of New South Wales.
- 43.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 43.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

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44 No Fetter

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

45 Illegality

- 45.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary (as far as is lawfully possible) to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

46 Severability

- 46.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 46.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

47 Amendment

- 47.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with clause 25D of the Regulation.

48 Waiver

- 48.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 48.2 A waiver by a Party is only effective if it is in writing.
- 48.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

49 GST

- 49.1 In this clause:

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

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

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

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

Supplier means in relation to a Taxable Supply, the entity which made the Taxable Supply.

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

- 49.2 Without limiting the operation of this clause 49, as at the date of this Deed, the Parties intend that:
- 49.2.1 Divisions 81 and 82 of the GST Law apply to the supplies made under and in connection with this Deed;
- 49.2.2 No tax invoices will be exchanged between the Parties in respect of the supplies to which Divisions 81 and 82 of the GST Law apply; and
- 49.2.3 No additional amount will be payable to the Supplier (as defined in clause 49.3 below) on account of GST.
- 49.3 Subject to clause 49.5, if GST is payable by a Party (**Supplier**) on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 49.4 Clause 49.3 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 49.5 No additional amount shall be payable by the Council under clause 49.3 unless, and only to the extent that, the Council is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 49.6 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 81 or Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 49.6.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 49.6.2 that any amounts payable by the Parties in accordance with clause 49.3 (as limited by clause 49.5) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 49.7 No payment of any amount pursuant to this clause 49, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.

J. Stockland

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East Leppington Planning Agreement

Camden Council

Stockland Development Pty Ltd

Leppington Park Pastoral Pty Limited

Cornish Group No. Two Pty Limited

- 49.8 If an Adjustment Event arises in respect of a Taxable Supply made by a Supplier under this Deed, the GST Amount payable under clause 49.3 will be recalculated 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.
- 49.9 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.
- 49.10 This clause continues to apply after expiration or termination of this Deed.

50 Explanatory Note

- 50.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 50.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Planning Deed.

J. Stockland

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Schedule 1

(Clause 9)

Development Contributions

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
Carrying Out of Work							
1	A	TM1	Transport Management	310 linear metres of pedestrian paths and cycle ways.	Immediately prior to the issue of a Subdivision Certificate for the creation of Final	\$40,300	1 year

J. Skimble *B* *AW*

East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
					Lots within Stage A which will take the Final Lot Area within that Stage in respect to which Subdivision Certificates have been issued to 90% or more of FLA Stage A.		
2	B	OS1/WM1	Passive Open Space/Water Management	9,890sqm of multipurpose drainage/open space.	Immediately prior to the issue of a Subdivision Certificate for the creation of Final Lots within Stage B which will take the Final Lot Area within that Stage in respect to which	\$145,362	1 year

J. Stankovic

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
					Subdivision Certificates have been issued to 90% or more of FLA Stage B.		
3	B	RP1	Riparian Corridor protection and embellishment	5,480sqm of embellished riparian corridor.	Immediately prior to the issue of a Subdivision Certificate for the creation of Final Lots within Stage B which will take the Final Lot Area within that Stage in respect to which Subdivision Certificates have been issued to 90% or more of FLA Stage B.	\$196,304	5 years

J. Skimble

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
4	B	OS2	Active Open Space and Recreation	6,611sqm of community park with <ul style="list-style-type: none"> • 1 x Local Picnic Shelters/facilities (similar in standard to Narellan Urban Forest, Elyard Street, Narellan) including a stainless steel electric BBQ with shelter. • 1 x Playground to be similar in standard and value as that provided at Sedgwick Reserve, Currans Hill including fencing, 	Immediately prior to the issue of a Subdivision Certificate for the creation of Final Lots within Stage B which will take the Final Lot Area within that Stage in respect to which Subdivision Certificates have been issued to 70% or more of FLA Stage B.	\$760,265	1 year

J. Stankovic

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
				seating and concrete edging otherwise to Council's specifications. <ul style="list-style-type: none"> • Landscaping and informal "kick-around" area to the requirements of Council. • Pathways • Bollards in appropriate locations to prevent vehicle ingress • Seating and Bins to Council's requirements • 2 x Bubblers 			

J. Skimble

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
				<ul style="list-style-type: none"> 1 x Toilet facilities of masonry/brick construction featuring two cubicles which are family/disabled appropriate. 			
5	B	WM2	Water Management	Maximum of 6,220sqm of combined offline detention/bio-retention.	Immediately prior to the issue of a Subdivision Certificate for the creation of Final Lots within Stage B, but only to the extent as is necessary for the Final Lots concerned to be	\$483,489	1 year

J. Skimble

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
					serviced by the system.		
6	B	OS3	Passive Open Space	11,800sqm of riparian style embellishment.	Immediately prior to the issue of a Subdivision Certificate for the creation of Final Lots within Stage B which will take the Final Lot Area within that Stage in respect to which Subdivision Certificates have been issued to 90% or more of FLA Stage B.	\$413,000	5 years
7	B	TM2	Traffic	226m of collector	Immediately prior	\$443,750	

J. Stankovic

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
			Management	road and shared pathway.	to the issue of a Subdivision Certificate for the creation of Final Lots within Stage B which will take the Final Lot Area within that Stage in respect to which Subdivision Certificates have been issued to 30% or more of FLA Stage B.		
8	B	TM3	Traffic Management	143m of collector road and shared pathway.	Immediately prior to the issue of a Subdivision Certificate for the creation of Final Lots within Stage	\$280,800	

J. Standa

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
					B which will take the Final Lot Area within that Stage in respect to which Subdivision Certificates have been issued to 50% or more of FLA Stage B.		
9	B	OS4	Active Open Space	Approximately 8000sqm of mini playing fields which form part of the major playing fields in the Campbelltown LGA.	Immediately prior to the issue of a Subdivision Certificate for the creation of the 2000 th Final Lot in the Campbelltown LGA	\$653,000	1 year

J. Skimble

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
Dedication of Land							
10	A	TM1	Transport Management	Dedication of 310 linear metres of pedestrian paths and cycle ways.	Within 28 days of the completion of Item 1 or at a later date agreed between the Parties.	\$93,000	
11	B	OS1/WM1	Passive Open Space/Water Management	Dedication of 9,890sqm site on which Item 2 is located.	On the expiration of the Maintenance Period for Item 2 or at a date agreed between the Parties.	\$62,298	
12	B	RP1	Riparian Corridor protection and	Dedication of 5,480sqm site on which Item 3 is	On the expiration of the Maintenance	\$56,087	

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
			embellishment	located.	Period for Item 3 or at a date agreed between the Parties.		
13	B	OS2	Active Open Space and Recreation	Dedication of 6,611sqm site on which Item 4 is located.	On the expiration of the Maintenance Period for Item 4 or at a date agreed between the Parties.	\$727,210	
14	B	WM2	Water Management	Dedication of 6,220sqm site on which Item 5 is located.	Within 28 days of the completion of Item 5 or at a later date agreed between the Parties.	\$60,436	
15	B	OS3	Passive Open	Dedication of	On the expiration	\$1,298,000	

J. Stankovic

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
			Space	11,800sqm site on which Item 6 is located.	of the Maintenance Period for Item 6 or at a date agreed between the Parties.		
16	B	TM2	Traffic Management	Dedication of 4,520sqm site on which Item 7 is located.	Within 28 days of the completion of Item 7 or at a later date agreed between the Parties.	\$611,104	
17	B	TM3	Traffic Management	Dedication of 2,860sqm site on which Item 8 is located.	Within 28 days of the completion of Item 8 or at a later date agreed between the Parties.	\$386,672	

J. Stankovic

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
Monetary Contributions							
18	B	N/A	Community Facility	Contribution towards community facilities at Leppington Town Centre per hectare of Final Lot Area.	Prior to the issue of a Subdivision Certificate for the creation of a Final Lot.	\$9,910.45 per hectare	

J. Stankovic

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
19	N/A	N/A	Administration	Contribution towards the administration of this Deed.	Prior to the issue of a Subdivision Certificate for the creation of a Final Lot.	\$883.30 per hectare	

J. Stankovic

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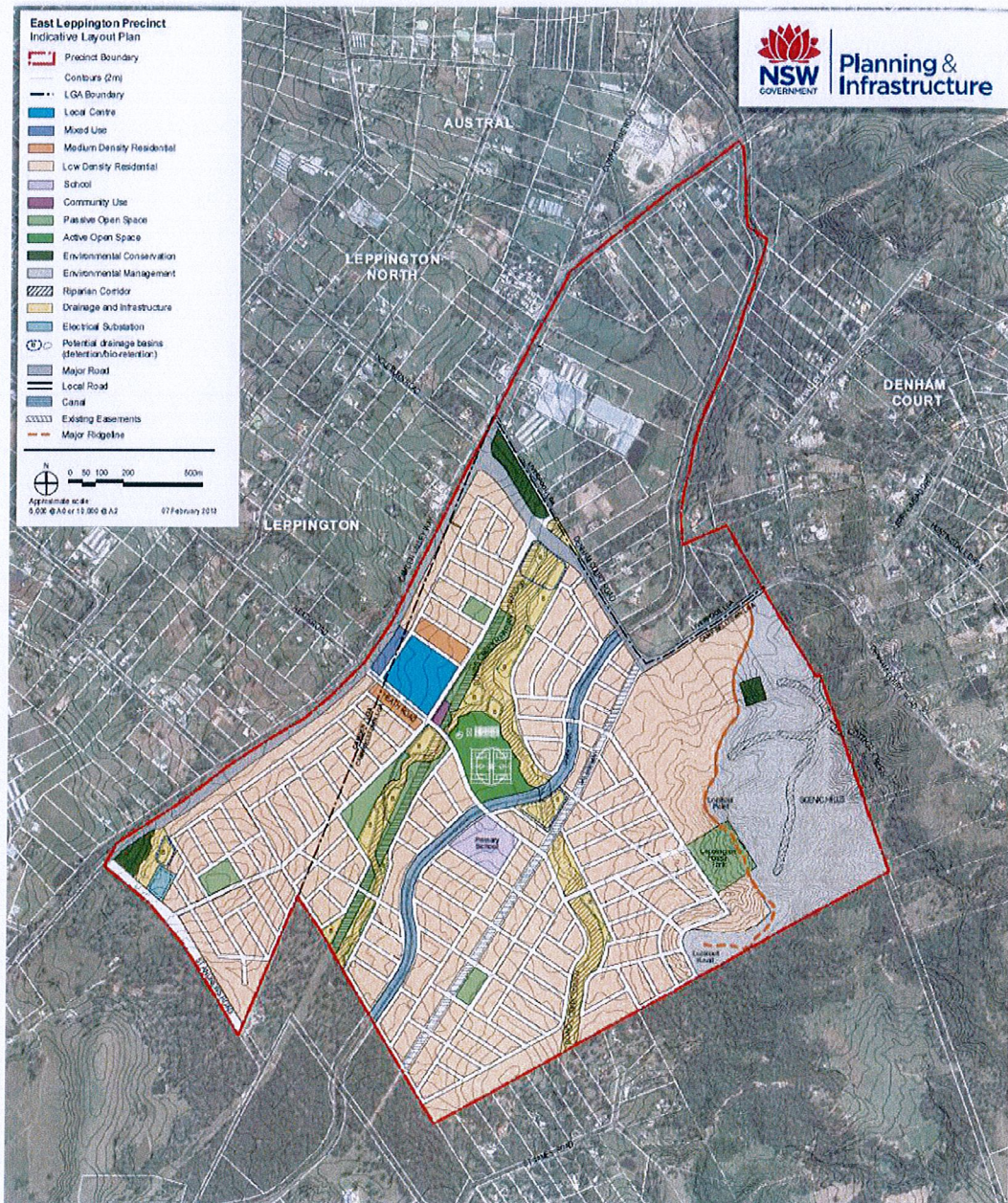
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Schedule 2

(Clause 1.1)

Map – Sheet 1



J. Stankovic

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**East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited**

Map

Sheet 2



J. Stockland

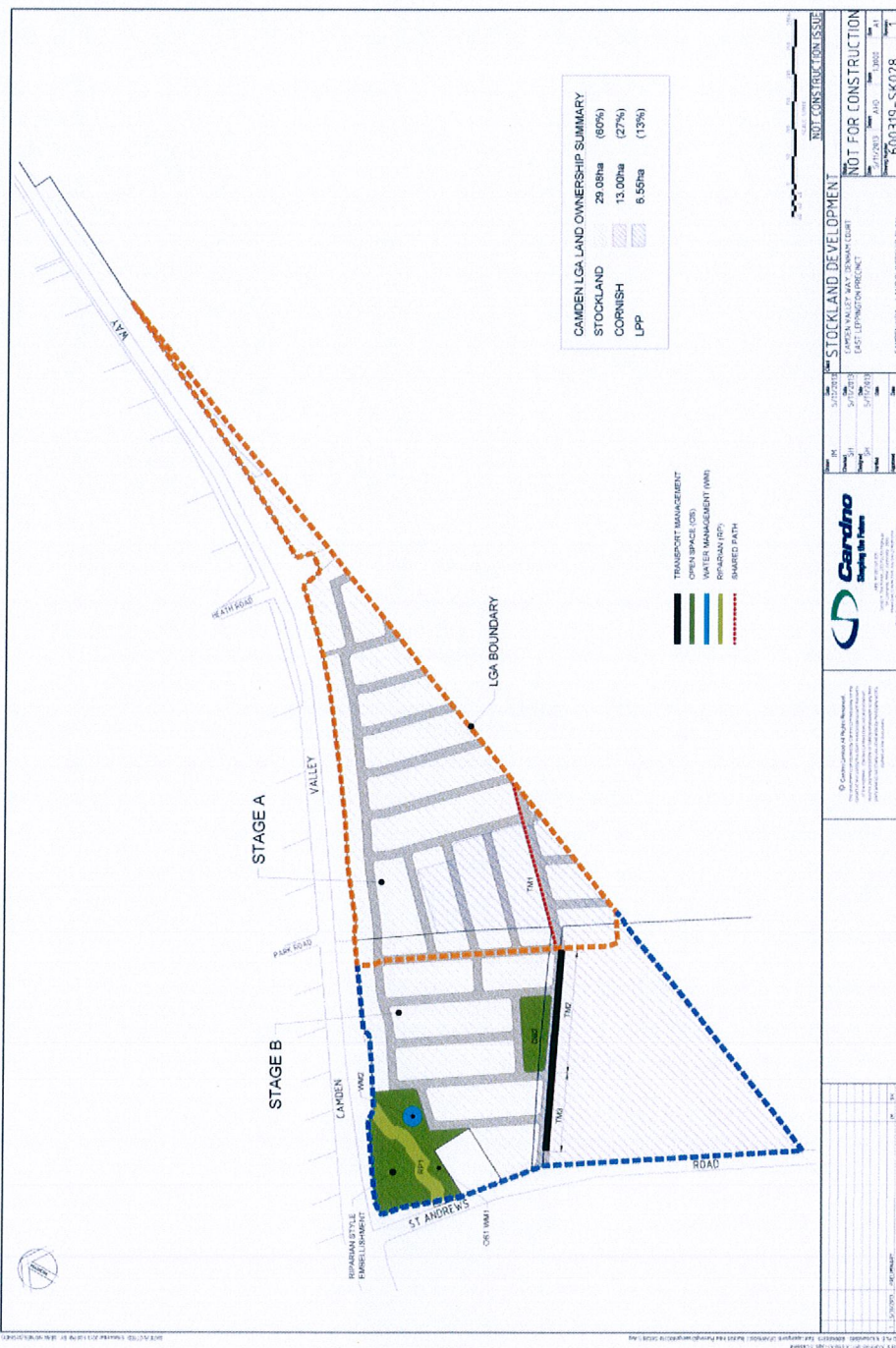
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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Map
Sheet 3



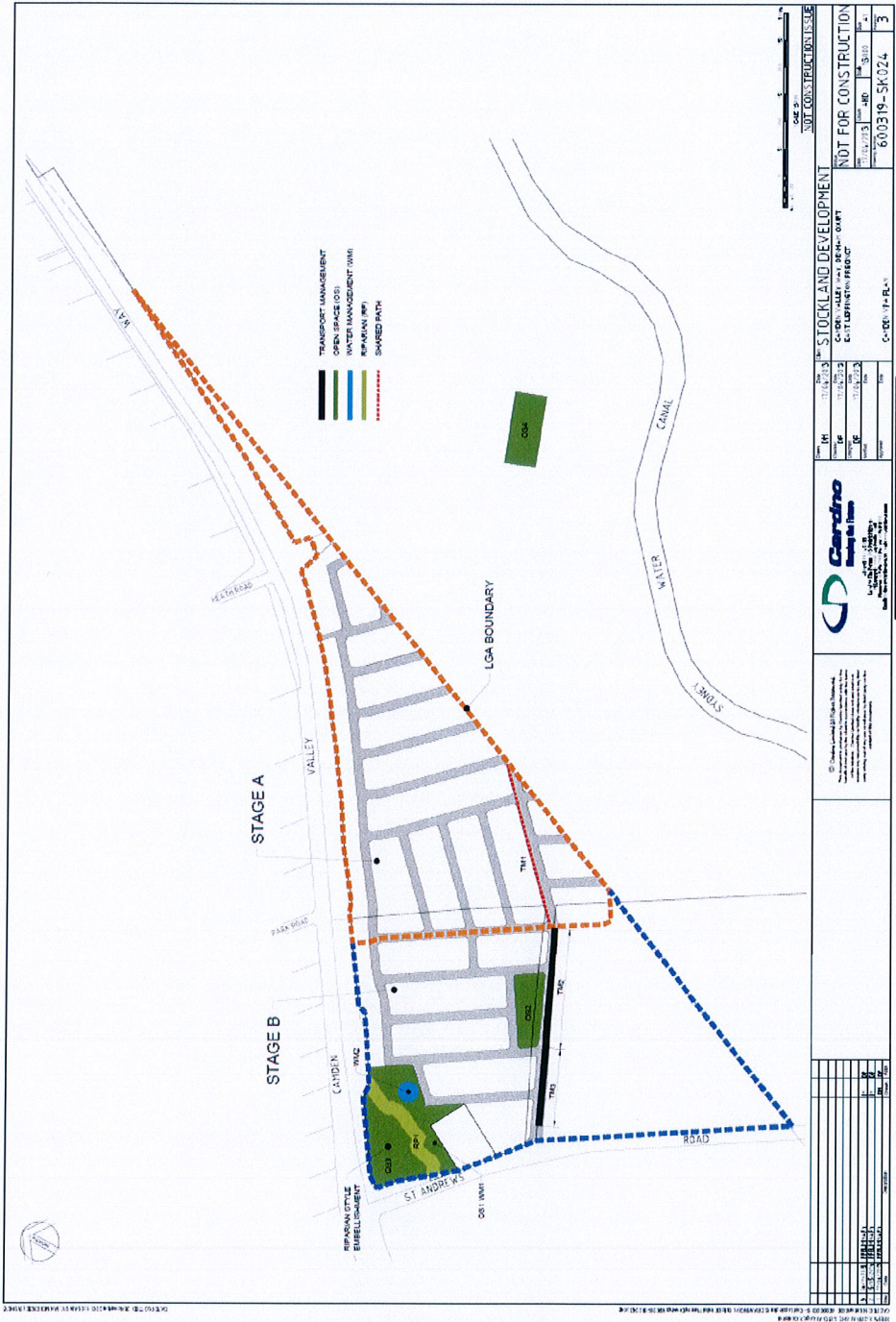
J. Skimble

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East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Map
Sheet 4



J. Standa *l* *3c* *[Signature]* *[Signature]*

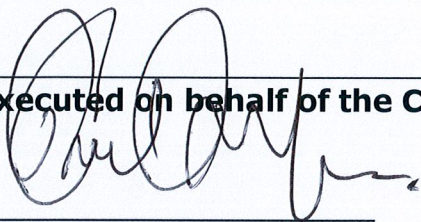
East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Execution

Executed as a Deed

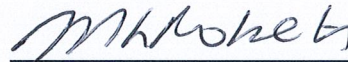
Dated: 31 March 2014

Executed on behalf of the Council



~~General Manager~~ ~~As Attorney~~
Paul Rote
Manager Corporate Services

~~Mayor~~

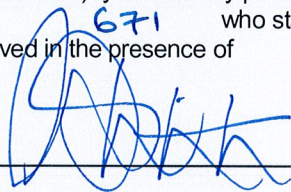


Witness

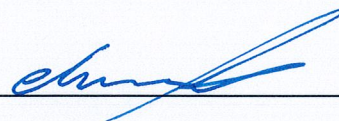
Megan Roberts
~~Senior Governance Officer~~
Camden Council
Witness

Executed on behalf of Stockland Development Pty Limited (ACN

000 064 835) by its attorney pursuant to power of attorney registered Book 4537
No 671 who states that no notice of revocation of the power of attorney has been
received in the presence of



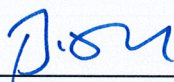
Attorney
ANDREW WHITSON
CHIEF EXECUTIVE OFFICER, RESIDENTIAL.



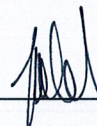
Witness Edward Krushka

Senior Development Manager, Residential

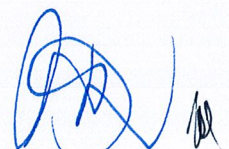
Executed by Cornish Group No. Two Pty Limited in accordance with
s127(1) of the Corporations Act (Cth) 2001



Name/Position BRETT CORNISH DIRECTOR



Name/Position TANIA CORNISH DIRECTOR



East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Executed by Leppington Park Pastoral Pty Limited (ACN 080 266 048)
in accordance with s127(1) of the Corporations Act (Cth) 2001

J. Stamba

Name/Position

Joe Stamba
DIRECTOR

V. Lopresti

Name/Position

Vince Lopresti
Director

B *AN* *W*

East Leppington Planning Agreement
Camden Council
Stockland Development Pty Ltd
Leppington Park Pastoral Pty Limited
Cornish Group No. Two Pty Limited

Appendix

(Clause 54)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

J. Stockland

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East Leppington Planning Agreement


Explanatory Note

Prepared by:

Camden Council
Stockland Development Pty Limited
Leppington Pastoral Company Pty Limited
Cornish Group No. Two Pty Limited

J. Stamboulis

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Contents

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Executive summary	ii
1. Introduction	3
2. Objectives of the planning agreement	4
3. Nature and effect of the planning agreement	5
3.1 Summary	5
3.2 Land and works contributions	5
3.3 Monetary contributions	6
4. Merits of the planning agreement	7
4.1 Promotion of the public interest	7
4.2 Promotion of the Council's charter	8
4.3 Planning purposes and the objects of the EP&A Act	10
4.4 Conformity with Council's works program	11
4.5 Requirements to be complied with before a certificate is issued	11

J. Stankovic

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Executive summary

Stockland Development Pty Limited (**Stockland**) and Cornish Group No. Two Pty Limited (**Cornish Group**) are developing the portion of the East Leppington site which is located in the Camden LGA.

When completed, the Camden portion of East Leppington will be home to approximately 2000 people, and include 615 dwellings, a local shopping centre and community and recreation facilities.

Stockland, the Cornish Group, Leppington Park Pastoral Pty Limited (**LPP**) who own part of the land, and Camden Council (**Council**) propose to enter into a planning agreement under section 93F of the Environmental Planning and Assessment Act 1979 (**EP&A Act**) to facilitate the provision of local infrastructure to meet the East Leppington development.

In summary, the proposed planning agreement requires the developer and land owner to:

- dedicate land to the Council and construct works and facilities required to serve the future residents of East Leppington;
- make 'settle-up' and 'project management' monetary contributions to the Council that can then be used by the Council to deliver other regional infrastructure included in Draft Camden Section 94 Contributions Plan 2012 (Leppington North Precinct); and
- embellish and dedicate to the Council over 4.3 hectares of active and passive open space land and riparian corridor land.

There are considered to be many public benefits that would accrue as a result of the proposed planning agreement, some of which include:

- utilisation of the developers' expertise in infrastructure provision;
- timely completion of infrastructure items through the developer delivering the infrastructure at the same time as land is subdivided and developed;
- shifting the infrastructure project risk from Council to the land developer;
- allowing the Council to concentrate its planning effort on other parts of the LGA that will need a more proactive approach to infrastructure provision;
- streamlining contributions arrangements and minimising the resources required by Council to manage development contributions over the life of the development; and
- clarity for the Council and the community on the future development and management of riparian corridors located within the East Leppington development.

There are not considered to be any negative impacts of the proposed planning agreement.



1. Introduction

Stockland, the Cornish Group and LPP own the East Leppington site. Stockland and the Cornish Group are the developers of the East Leppington development.

The Camden portion of the East Leppington development is bound by Camden Valley Way, St Andrews Road and the LGA boundary between Camden and Campbelltown Councils. To the north of the site is the Campbelltown portion of the East Leppington site, and to the south of the site is the proposed Emerald Hills rezoning. To the west of the site are the Leppington and Leppington North Growth Centre Precincts. The Leppington North precinct was rezoned in March 2013 whilst the Leppington precinct is currently undergoing the precinct planning process.

The Camden portion of East Leppington will be home to approximately 2000 people, and include 615 dwellings.

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. Stockland, the Cornish Group, LPP and Council propose to enter into a planning agreement under section 93F of the EP&A Act to provide public purposes.

The proposed planning agreement will be the mechanism for Stockland and the Cornish Group to provide all of the onsite infrastructure, works and facilities required by the East Leppington development. In addition, Stockland and the Cornish Group will make monetary contributions towards off-site infrastructure under the Draft Camden Section 94 Contributions Plan 2012 (Leppington North Precinct). The proposed agreement will also establish how riparian corridors on East Leppington site will be managed.

This document (the **Explanatory Note**) has been prepared to assist in the public's understanding of the proposed agreement and its impacts, and has been prepared to meet the requirements of Environmental Planning and Assessment Regulation 2000 (**EP&A Regulation**).

J. Stambler

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2. Objectives of the planning agreement

(This matter is required under clause 25E(1)(a) of the EP&A Regulation to be addressed in the Explanatory Note)

The objectives of the proposed planning agreement are as follows:

- To deliver the local infrastructure required as a result of the urbanisation of the East Leppington site.
- 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 minimise the potential exposure to Council of infrastructure cost overruns which may have occurred if Council was required to provide infrastructure under a section 94 contributions plan, and to remove the need for piecemeal and incremental calculation of section 94 contributions with every affected development application involving the East Leppington site if a section 94 contributions plan was adopted.
- 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 Camden LGA that will need a more proactive approach to infrastructure provision (i.e. smaller landholdings and fragmented ownership areas).
- To provide clarity on the future development and management of the riparian corridors and electricity transmission easements located within the East Leppington site.

J. Stamb...

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3. Nature and effect of the planning agreement

(This matter is required under clause 25E(1)(a) of the EP&A Regulation to be addressed in the Explanatory Note)

3.1 Summary

The proposed agreement imposes the following obligations on Stockland, the Cornish Group and LPP:

- Dedicate land and undertake all of the works required to facilitate the urbanisation of the East Leppington site.
- Make a cash contribution to the Council in accordance with the rates identified regional facilities under the Draft Camden Section 94 Contributions Plan 2012 (Leppington North Precinct).
- Make a cash contribution to the Council for the purposes of planning agreement implementation. The contribution amount will be 1% of the total monetary value of the open space and recreation, community and transport management facilities to be provided under this agreement.
- Restore and / or embellish riparian corridor land situated within the East Leppington site, and dedicate that land to the Council.

3.2 Land and works contributions

Type of provision	Details
Open space and recreation (land and works)	<ul style="list-style-type: none">• One community park• Embellished passive open space• A total active and passive open space provision of 3.8 hectares in the Camden portion of the East Leppington site• The provision of 0.8 hectares of mini playing fields which form part of the major playing fields in the Campbelltown portion of the East Leppington site.
Transport management facilities	<ul style="list-style-type: none">• 679 linear metres of shared pedestrian and cycle paths• 369 linear metres of collector road
Water cycle management facilities	Approximately 1 hectare of detention and bio-retention facilities that serve the entire development.
Embellished riparian corridor land (land and works)	A total of 0.54 hectares of riparian corridor land embellished and handed over to Council in accordance with its requirements.

Details regarding the staging of these contributions are included in Schedule 1 to the proposed planning agreement.

Maps showing the extent and staging of proposed land and works are shown in Schedule 2 of the proposed planning agreement.

J. Stankovic

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3.3 Monetary contributions

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

However, the Draft Camden Section 94 Contributions Plan 2012 (Leppington North Precinct) identifies regional facilities which will service the East Leppington development.

In addition, it is a policy of Camden Council to require the payment of a 'project management' cash contribution which is the equivalent of 1% of the total value of all works relating to the development.

Accordingly, Stockland and the Cornish Group are offering to make cash contributions as shown in Items 18 and 19 of Schedule 1 to the agreement, and may be summarised as follows:

- A total 'settle-up' amount of \$9,910.45 per hectare of final lot area . This contribution has been determined by multiplying the 'per lot' rate for regional facilities in the Draft Camden Section 94 Contributions Plan 2012 (Leppington North Precinct) by 615 (which is the approximate number of lots to be developed at East Leppington).
- A total 'VPA implementation' amount of \$30,032 which is 1% of the value of all works to be undertaken by Stockland and the Cornish Group and provided to the Council.

These amounts have been indexed to CPI as at March 2013.

Both settle-up and VPA implementation cash contributions will be used by the Council to deliver the off-site infrastructure envisaged by the Draft Camden Section 94 Contributions Plan 2012 (Leppington North Precinct) and to administer the planning agreement.

Details regarding the staging of the payment of these amounts are included in Schedule 1 to the agreement.

J. Skimble

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4. Merits of the planning agreement

(This matter is required under clause 25E(1)(b) of the EP&A Regulation to be addressed in the Explanatory Note)

The merits of the proposed planning agreement are evident in:

- its promotion of the public interest (Part 4.1 of the Explanatory Note);
- its promotion of the Council's charter (Part 4.2);
- its delivery of planning purposes (Part 4.3);
- its delivery of Council's works program (Part 4.4); and
- its provisions require developer commitments to be provided prior to the issue of certificates (Part 4.5).

4.1 Promotion of the public interest

(This matter is required under clause 25E(2)(a) of the EP&A Regulation to be addressed in the Explanatory Note)

The public benefits to be secured by this planning agreement will flow from the achievement of the planning agreements' objectives (refer to Part 2 of the Explanatory Note).

Significant efficiencies will be achieved through the agreement by allowing Stockland and the Cornish Group both:

- greater involvement in the timing and scope of the Contributions Plan infrastructure items that affect their development; and
- the ability to coordinate the concurrent roll-out of urban lots and local infrastructure.

The expected efficiencies, together with anticipated public benefits of the proposed agreement, are described below:

- The agreement relieves Council of the project risk associated with the provision of local infrastructure on the East Leppington site. Any cost overruns, rather than being met by the Council, would be met by Stockland and the Cornish Group.
- The agreement is likely to result in, over the development life, a significant reduction in the resources required by the parties to calculate and administer development contributions associated with the development.
- The agreement allows the Council to concentrate its planning effort on those parts of the Precinct that will need a proactive approach to infrastructure provision. By entering into the agreement Council is relieved of the obligation of delivering infrastructure in East Leppington (which is more ably delivered by the developers) and can instead focus on providing infrastructure in locations where it is less likely that developers would directly provide that infrastructure.
- The East Leppington riparian corridor land comprises significant environmental value and is also integral to the achievement of the development's water cycle management planning objectives. Appropriate arrangements for the sustainable ongoing management of the riparian corridors are therefore in the interests of the wider community. The planning agreement addresses these matters.

There are various provisions in the proposed planning agreement relating to the implementation of the agreement that protect and uphold the public interest. These include the following:

- Under clause 9.4 of the agreement the Council has discretion in the way it may apply contributions it receives under the agreement.
- Provisions (including clauses 19 and 21) requiring the developer to repair and make good works or rectify defects in works provided under the agreement.
- Under clause 36 of the agreement, Stockland and the Cornish Group are required to prepare, at least annually, a report detailing the performance of their obligations under this Agreement; and the Council is to keep a written register of the development contributions made by Stockland and the Cornish Group under the agreement.
- Various provisions relating to security including:
 - (i) Where the developer proposes a deferral of work (clause 15 of the agreement);
 - (ii) Provision of a security amount covering the outstanding contributions obligations under the agreement (clause 26);
 - (iii) Compulsory acquisition of land by Council for a nominal amount in the event the land is not dedicated at the time required under the agreement (clause 27); and
 - (iv) The registration of the VPA on the title of the land owned by Stockland and the Cornish Group, and the provision of monetary security for the full value of works and land located within the LPP in lieu of registering the VPA on the title of this land. Such security will not be required (or if already paid, will be refunded) if the VPA is registered on the title of the LPP land in future (clause 30).

4.2 Promotion of the Council's charter

(This matter is required under clause 25E(2)(d) of the EP&A Regulation to be addressed in the Explanatory Note)


A planning agreement should promote elements of the Council's charter, which is established under section 8 of the Local Government Act 1993.

It is considered that the proposed planning agreement would further a number of elements of the charter, as shown below:

Element of the Council's charter (section 8 of the Local Government Act 1993)	How does the 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 proposed planning agreement. That is:</p> <ul style="list-style-type: none"> • the proposed agreement will be the subject of community input prior to its consideration by the Council; • the services and facilities to be provided reflect the objectives of the Contributions Plan and the Council's Dedication of Riparian Corridors Policy; and • the proposed agreement includes arrangements for the staged handover of completed facilities following a developer-sponsored maintenance period.
To exercise community leadership.	<p>The proposed agreement:</p> <ul style="list-style-type: none"> • Secures the means of providing local infrastructure to meet the needs of a major development in one of Camden's key growth areas. • Taps into and applies the expertise offered by land

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Element of the Council's charter (section 8 of the Local Government Act 1993)

How does the agreement promote the element?

<p>To promote and to provide and plan for the needs of children.</p>	<p>developers towards providing substantial public benefits for the future East Leppington community.</p> <ul style="list-style-type: none">• Together with other similar agreements that have been negotiated, establishes Camden Council as an innovative facilitator of greenfield urban development schemes.
<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.</p>	<p>The proposed 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> <p>The development site's more significant natural areas include its extensive riparian corridors. It is considered the optimum long term management regime for most of the riparian corridor land will be achieved if the land is embellished and dedicated to Camden Council in accordance with its standards, specifications and policies.</p> <p>As a result, over 0.54 hectares of the development site's riparian corridor lands are proposed to become public assets under the proposed agreement.</p> <p>Response to ESD principles:</p> <ul style="list-style-type: none">• The precautionary principle, inter-generational equity; and conservation of biological diversity and ecological integrity: Proposed agreement supports natural areas being retained, protected and integrated into the development scheme.• Improved valuation, pricing and incentive mechanisms: Proposed 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).
<p>To have regard to the long term and cumulative effects of its decisions.</p>	<p>The development has a life of at least 5 years. The proposed agreement sets out a framework for the efficient delivery and sustainable ongoing management of a substantial amount of public infrastructure on the development site.</p> <p>The agreement would relieve Council of the project risk associated with the provision of local infrastructure on the development site and allows the Council to concentrate its planning effort on other parts of the Camden LGA that will need a proactive approach to infrastructure provision.</p>
<p>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.</p>	<p>The proposed agreement includes provisions placing asset maintenance obligations on the developers for a period after the works are completed.</p> <p>The proposed agreement also includes appropriate</p>

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Element of the Council's charter (section 8 of the Local Government Act 1993)	How does the agreement promote the element?
To engage in long-term strategic planning on behalf of the local community.	asset handover and defects liability provisions. The proposed agreement spans at least a 5 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, participation and rights.	The proposed agreement creates spaces and places for public interaction and provides facilities for the delivery of public services to the local community.
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 proposed agreement includes the payment of monetary contributions to the Council for its management of infrastructure projects and for the provision of other district level infrastructure in Leppington North not proposed to be delivered under this agreement. The monetary contribution amounts reflect the total value of the balance of the infrastructure needs that will not be provided directly by the developer.

4.3 Planning purposes and the objects of the EP&A Act

(This matter is required under clause 25E(2)(a), (c) and (e) of the EP&A Regulation to be addressed in the Explanatory Note)

The planning purposes served by the planning agreement can best be addressed by reference to the objects of the EP&A Act.

It is considered that this 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 agreement promote the objective?
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 proposed agreement provides a basis for the comprehensive management of the delivery of the local infrastructure requirements of the East Leppington development. The proposed agreement also establishes land use management arrangements for the site's riparian corridor lands.
To encourage the promotion and co-ordination of the orderly and economic use and development of land.	Orderly development of land is encouraged by (through the agreement) establishing a basis whereby local infrastructure is delivered at or around the same time as surrounding development.
To encourage the provision of land for public purposes.	The proposed agreement includes provision of around 3.8 hectares of land for public purposes.
To encourage the provision and co-ordination of community services and facilities.	The proposed agreement will sustain provision and coordination of local infrastructure (which includes, community, open space, recreation, transport

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Objective of the EP&A Act (section 5)	How does the agreement promote the objective?
To encourage the protection of the environment, including the protection and conservation of native animals and plants, including threatened species, populations and ecological communities, and their habitats.	management and water cycle management facilities) delivered at or around the same time as surrounding development. Additionally, the proposed agreement would result in some of the facilities planned for the East Leppington precinct (for example, the community park) occurring sooner than would have been achieved with a business-as-usual approach.
To encourage ecologically sustainable development	Refer to comments on ecologically sustainable development in Part 4.1.2.
To encourage ecologically sustainable development	Refer to comments on ecologically sustainable development in Part 4.1.2.

4.4 Conformity with Council's works program

(This matter is required under clause 25E(2)(f) of the EP&A Regulation to be addressed in the Explanatory Note)

The proposed agreement is a vehicle for Stockland and the Cornish Group to complete all of the works required by the East Leppington development in a more timely and efficient fashion than if Council were to be required to deliver these works via a s94 contributions plan and via Council's works program.

4.5 Requirements to be complied with before a certificate is issued

(This matter is required under clause 25E(2)(g) of the EP&A Regulation to be addressed in the Explanatory Note)

Schedule 1 of the agreement contains details of when contributions of land, works or money are to be met by the developers.

The Schedule states that land will be required to be dedicated, works will be required to be completed, and cash contributions will be required to be paid before the issue of a Subdivision Certificate for stages of development. If the developer seeks the issue of a Subdivision Certificate prior to the completion of these works, Clause 15 of the planning agreement requires the payment of security against the value of the incomplete works within the relevant stage.

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