

**Oran Park Urban Release Area
Planning Agreement**

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

Camden Council

Greenfields Development Company Pty Limited

**Greenfields Development Company No. 2 Pty
Limited**

Leppington Pastoral Company Pty Limited

Landcom

Date:

22 September 2011

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Oran Park Urban Release Area Planning Agreement

Table of Contents

Summary Sheet	5
Parties	8
Background	8
Operative provisions	9
Part 1 - Preliminary	9
1 Definitions & Interpretation	9
2 Application of this Agreement.....	13
3 Further agreements relating to this Agreement.....	13
4 Surrender of right of appeal, etc.	13
5 Application of s94, s94A and s94EF of the Act to the Development.....	14
6 Conditions of Consent	14
Part 2 – Development Contributions	14
7 Provision of Development Contributions	14
8 Procedures relating to payment of monetary Development Contributions.....	15
9 Procedures relating to the dedication of land	15
10 Procedure for embellishment and dedication of Riparian Land.....	16
Part 3 - Provisions regarding the Carrying out of Work	17
11 Project Control Group.....	17
12 Deferral of Work.....	18
13 Approval of design of Major Facilities.....	19
14 Approval of design of other Facilities.....	20
15 Staging of Works	21
16 Carrying out of Work.....	21
17 Access to the Land	22
18 Protection of people and property	22
19 Damage and repairs to Work.....	22
20 Variation of Work	22
21 Procedures relating to the completion of Work.....	23
22 Procedures relating to the rectification of defects.....	23
23 Failure to carry out Work	24

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

24	Works Completion Plan	24
Part 4 – Landcom, Indemnities and Insurances		25
25	Role of Landcom	25
26	Indemnity and Insurance	25
Part 5 - Security		26
27	Provision of Security	26
28	Release & return of Security	27
29	Call-up of Security	27
30	Charge Land	28
31	Charge	28
32	Caveat	29
33	Priority	29
34	Enforcement of Charge	29
35	Discharge	31
Part 6 - Other Provisions		31
36	Recovery of cost of Work carried out by the Council	31
37	Enforcement in a court of competent jurisdiction	31
38	Dispute Resolution – expert determination	31
39	Dispute Resolution – mediation	32
40	Registration of this Agreement	32
41	Compulsory Acquisition	33
42	Assignment, sale of Land, etc	34
43	Monitoring & review of this Agreement	35
44	Variations to Contribution Items and Staging	36
45	Notices	36
46	Approvals and Consent	37
47	Legal costs	37
48	Entire Agreement	38
49	Further acts	38
50	Notations on section 149(2) Planning Certificates	38
51	Governing law and jurisdiction	38
52	Joint and individual liability and benefits	38
53	No fetter	38
54	Representations and Warranties	39
55	Severability	39

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

56	Modification.....	39
57	Waiver.....	39
58	GST.....	39
59	Explanatory Note relating to this Agreement	41
	Schedule 1	42
	Schedule 2	43
	Schedule 3	44
	Appendix	72

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Oran Park Urban Release Area Planning Agreement

Summary Sheet

Council:

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

Developers:

Name: Greenfields Development Company Pty Limited
Address: PO Box 865, NARELLAN NSW 2567
Telephone: (02) 9043 7575
Facsimile: (02) 9043 7555
Email: ralph.bruce@greenfields.net.au
Representative: Mr Ralph Bruce

Name: Greenfields Development Company No. 2 Pty Limited
Address: PO Box 865, NARELLAN NSW 2567
Telephone: (02) 9043 7575
Facsimile: (02) 9043 7555
Email: ralph.bruce@greenfields.net.au
Representative: Mr Ralph Bruce

Name: Landcom
Address: PO Box 237, PARRAMATTA NSW 2124
Telephone: (02) 9841 8616

**Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom**

Facsimile: (02) 9841 8688

Email: mick.owens@landcom.nsw.gov.au

Representative: Mr Mick Owens

Landowner:

Name: Leppington Pastoral Company Pty Limited

Address: 1675 The Northern Road, BRINGELLY NSW 2556

Telephone: (02) 4773 4291

Facsimile: (02) 4773 4104

Email: david.crothers@lpcmilk.com

Representative: Mr David Crothers

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Schedule 3.

Application of s94, s94A and s94EF of the Act:

See clause 5.

Security:

See clauses 12.1.2, 27, 31 and 40.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Registration:

Yes. See clause 40.

Restriction on dealings:

See clause 42.

Dispute Resolution:

Expert determination and mediation. See clauses 38 and 39.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Oran Park Urban Release Area

Planning Agreement

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

Parties

Camden Council ABN 31 117 341 764 of 37 John Street, Camden, New South Wales
(Council)

and

Greenfields Development Company Pty Limited ABN 57 125 285 583
of 1675 The Northern Road, Bringelly, New South Wales, 2556 **(GDC 1)**

and

Greenfields Development Company No. 2 Pty Limited ABN 31 133
939 965 of 1675 The Northern Road, Bringelly, New South Wales, 2556 **(GDC 2)**

and

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

and

Landcom ABN 79 268 260 688 of 330 Church Street, Parramatta, New South Wales,
2150 **(Landcom)**

Background

- A The Landowner is the owner of the Land.
- B GDC 1 and GDC 2 propose to carry out the Development.
- C Landcom may elect to undertake part of the Development to be carried out by GDC 1.
- D The Developers propose to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

1.1 In this Agreement the following definitions apply:

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

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

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

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

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

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

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

Charge Land means Lot C in DP 391340, or such other land as is accepted as the Charge Land under clause 30.

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

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

Contribution Value means:

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- (a) the attributable cost of the Contribution Item noted in the CP; or
- (b) if no attributable cost of the Contribution Item is noted in the CP;
 - (i) the amount contained in Column 5 of Schedule 3, in respect of Contribution Items contained in Schedule 3 as at the date of this Agreement; or
 - (ii) the amount agreed between the Parties in respect of any Contribution Items not included in Schedule 3 at the date of this Agreement,

indexed in accordance with the CP.

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

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

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

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

Developer means:

- (a) GDC 1 in respect of the carrying out of the Development on the GDC 1 Land, and the Contribution Items in respect of which GDC 1 is the Responsible Party;
- (b) GDC 2 in respect of the carrying out of the Development by GDC 2 on the GDC 2 Land and the Contribution Items in respect of which GDC 2 is the Responsible Party; and
- (c) GDC 1, in respect of the carrying out of any part of the Development which GDC 1 constructs on GDC 2 Land.

Development means the development specified or described in Schedule 2.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose.

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

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

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

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

GST has the same meaning as in the GST Law.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

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

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

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

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

LG Act means the *Local Government Act 1993*.

LPMA means the Land and Property Management Authority.

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

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

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

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

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

Plan Package means the package of plans contained in Schedule 1 entitled *Oran Park VPA Plan Package* and dated 23 May 2011.

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

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

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

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

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

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

Registration Security means a Security provided under clause 41.3 of this Agreement.

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

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

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

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

Riparian Land means the land described in Item 29.

Riparian Works means the Work described in Item 17.

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

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

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

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

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

WIK Agreements means the following:

- (a) the agreement between Council, Landcom, GDC 1 and LPC dated 5 August 2010; and
- (b) the agreement between Council, Landcom and GDC 1 dated 12 March 2010.

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

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

- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- 1.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing is to be done on the next business day.
- 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.14 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns, but does not include the owner of a Final Lot.
- 1.2.15 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.

2 Application of this Agreement

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

3 Further agreements relating to this Agreement

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

4 Surrender of right of appeal, etc.

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

to the existence of this Agreement or requires any aspect of this Agreement to be performed according to the terms of this Agreement.

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

- 5.1 This Agreement excludes the application of s94 to the Development.
- 5.2 This Agreement excludes the application of s94A to the Development.
- 5.3 This Agreement does not exclude the application of s94EF to the Development.

6 Conditions of Consent

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

Part 2 – Development Contributions

7 Provision of Development Contributions

- 7.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council.
- 7.2 Schedule 3 has effect according to its terms.
- 7.3 Subject to clause 7.4, for the purposes of s94(5)(b) of the Act, the Council accepts the Development Contributions made by the Developer under the WIK Agreements in full satisfaction of the obligations imposed on the Developer under s94 of the Act by the following conditions of the following development consents:
 - 7.3.1 Condition 48 of the Development Consent granted to DA No. 981/2008 by the Council on 19 June 2009, as modified; and
 - 7.3.2 Condition 10A of the Development Consent granted to DA No. 436/2008 by the Council on 11 November 2008, as modified.
- 7.4 The Development Contributions made by the Developer under the WIK Agreements do not satisfy the Developer's obligation to pay the project management component of the contributions required by the conditions referred to in clauses 7.3.1 and 7.3.2.
- 7.5 The Council is to apply each Development Contribution made by the Developer under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 7.6 Despite clause 7.5, the Council may apply a Development Contribution made under this Agreement towards a public purpose other than the public purpose specified in this Agreement if the Council considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.
- 7.7 The Parties agree that on and from the date of this Agreement:
- 7.7.1 all works required to be carried out under the WIK Agreements have been completed;
- 7.7.2 any land required to be dedicated to Council under the WIK Agreements which has not already been dedicated to Council is to be dedicated to Council free of cost, pursuant to this Agreement; and
- 7.7.3 the WIK Agreements will be terminated.
- 7.8 GDC 1 and GDC 2 warrants that they have the legal capacity to require the Landowner to transfer the land to be dedicated under this Agreement to the Council, in accordance with this Agreement.

8 Procedures relating to payment of monetary Development Contributions

- 8.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
- 8.2 The Developer is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.
- 8.3 The Anglicare Land, Church Land, School Land and Strip Land are to be ignored for the purpose of calculating any monetary Development Contribution payable under this Agreement.
- 8.4 Monetary Development Contributions are to be indexed in accordance with the methodology for indexing contributions under the CP between the date of this Agreement and the date of payment of the monetary Development Contributions.
- 8.5 For the purposes of clause 8.4:
- 8.5.1 the Contribution Values are based on the *Oran Park and Turner Road Precincts Section 94 Contributions Plan* and have been calculated based on the *Consumer Price Index (Sydney: All Groups)* published by the Australian Bureau of Statistics in December 2007;
- 8.5.2 the base rate to be used for the purposes of indexation is 159.5.

9 Procedures relating to the dedication of land

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 9.1.1 a deposited plan is registered in the register of plans maintained by the Registrar-General, that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the *Local Government Act 1993*, or
- 9.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to the Council when registered.
- 9.2 For the purposes of clause 9.1.2:
 - 9.2.1 the Landowner is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated,
 - 9.2.2 the Council is to execute the instrument of transfer and return it to the Developer within 7 days of receiving it from Landowner,
 - 9.2.3 the Landowner is to lodge the instrument of transfer for registration at the LPMA within 7 days of receiving it from the Council duly executed, and
 - 9.2.4 the Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 9.3 If this Agreement requires the Landowner to dedicate land to the Council on which the Developer is required to carry out a Work under this Agreement, the Landowner is to give to the Council the instrument of transfer of the land under clause 9.2.1 not later than 28 days or such later period as is agreed between the Parties after the Work is taken to have been completed in accordance with this Agreement.
- 9.4 The Developer is to notify the Landowner of any notices issued under clause 21 of this Agreement, so that the Landowner can determine when a Work is taken to have been completed in accordance with this Agreement.
- 9.5 Land that is dedicated to the Council in accordance with this Agreement is required to be free of all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land except as otherwise agreed between the Parties.
- 9.6 Immediately before dedicating land to the Council in accordance with this Agreement, the Developer is to provide the Council with evidence satisfactory to the Council that no land tax, charges or other debts is or are payable in connection with the land.

10 Procedure for embellishment and dedication of Riparian Land

- 10.1 Despite anything to the contrary in this Agreement the Developer has no obligation to carry out the Riparian Works, but may elect to do so.
- 10.2 Despite anything to the contrary in this Agreement, the Landowner is under no obligation to dedicate the Riparian Land unless and until:

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 10.2.1 the Developer notifies the Council in writing that the Landowner wishes to dedicate the Riparian Land; and
- 10.2.2 the Riparian Works are completed within the meaning of this Agreement.
- 10.3 If the Riparian Works are completed within the meaning of this Agreement, the Council must accept the dedication of the Riparian Land.
- 10.4 If the Riparian Works are not completed:
 - 10.4.1 there is no breach of this Agreement arising from the failure to complete the Riparian Works or dedication the Riparian Land; and
 - 10.4.2 Council is under no obligation to accept the dedication of the Riparian Land.
- 10.5 If the Riparian Works are completed, the Developer must maintain the Riparian Land in accordance with any maintenance regime approved by the Council for the Riparian Land for a period of five (5) years following the completion of Riparian Works.

Part 3 – Provisions regarding the Carrying out of Work

11 Project Control Group

- 11.1 Within 6 months of execution of this Agreement by the Developer, Landcom and the Landowner, the Parties agree to form the PCG.
- 11.2 The PCG is to be comprised of the representatives of all Parties noted on the Summary Sheet, or a replacement representative of a Party, notified in writing by the Party to the other Parties.
- 11.3 The PCG is to have the following functions:
 - 11.3.1 ensure that the design and specifications of the Major Facilities are progressed and determine the period of time for the purposes of clause 13.5;
 - 11.3.2 agree on an appropriate system to ensure the quality of the construction of Major Facilities, including monitoring of the construction of Major Facilities;
 - 11.3.3 monitor the making of Development Applications by the Developer;
 - 11.3.4 monitor and manage the Developer's compliance with its obligations under this Agreement, including in relation to the provision of Contribution Items;
 - 11.3.5 manage, on request by the parties, the delivery of Contribution Items; and
 - 11.3.6 any other functions specified in this Agreement, or agreed between the Parties from time to time.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 11.4 The first meeting of the PCG is to occur within 7 days of the formation of the PCG, and thereafter, the PCG is to meet twice annually on dates to be agreed at the first meeting of the PCG, and at other times as agreed by the Parties.
- 11.5 The PCG is to determine the procedures which are to govern the operation of the PCG, including meetings procedures.
- 11.6 Decisions of the PCG are to be made unanimously by all members of the PCG entitled to vote on a matter, subject to any contrary provision in this Agreement.
- 11.7 The PCG may determine that decisions on particular matters, or particular classes of matters, can be made in some other manner.
- 11.8 Landcom is not entitled to vote on any matter other than a matter in respect of which it has obligations under this Agreement.
- 11.9 Landcom and GDC 1 cannot both vote on the same matter.
- 11.10 GDC 1 is only entitled to vote on matters relating to or in connection with which GDC 1 is the Developer.
- 11.11 GDC 2 is only entitled to vote on matters relating to or in connection with which GDC 2 is the Developer.
- 11.12 The Landowner is not entitled to vote on any matter.
- 11.13 The Developer is to prepare a Project Quality Plan for each Major Facility at its own cost prior to commencing construction, which details the matters agreed by the PCG under clause 11.3.2 for that Major Facility.

12 Deferral of Work

- 12.1 Notwithstanding any other provision of this Agreement, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Agreement, then:
 - 12.1.1 the Developer is to provide written notice to the Council to that effect;
 - 12.1.2 the Developer is to provide the Council with a Security for the Contribution Value of that Work before the date on which the Work is required to be completed under this Agreement;
 - 12.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;
 - 12.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and
 - 12.1.5 the time for completion of the Work under this Agreement will be taken to be the revised completion date approved by the Council under clause 12.1.4.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 12.2 If the Developer complies with clause 12.1, then it will not be considered to be in breach of this Agreement as a result of a failure to complete a Work by the time for completion of the Work specified in Column 4 of Schedule 3.
- 12.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 12.1.4, then the Council may call on the Security to meet any of its costs incurred under this Agreement in respect of the failure to complete the Work by the revised date for completion.
- 12.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

13 Approval of design of Major Facilities

- 13.1 The Developer is to obtain the approval of the Council in accordance with this clause for the design and specifications for a Major Facility before construction or other work commences in relation to the Major Facility.
- 13.2 Prior to commencing any work on the design of a Major Facility, the Developer is to request that the Council provide the Developer with the Council's requirements for the location, design, materials, specifications, capacity and timing for the provision of the Major Facility.
- 13.3 The Council is to act reasonably when specifying its requirements for any Major Facility for which specifications are contained in the CP.
- 13.4 Once the Developer receives the Council's requirements for a Major Facility under clause 13.2, the Developer is to prepare at its own cost a concept plan for the Major Facility for Council's approval.
- 13.5 The Council is to advise the Developer in writing whether it approves of the concept plan for a Major Facility within such period of time after receiving the concept plan from the Developer as is determined by the PCG.
- 13.6 Any approval granted by the Council under clause 13.5 is to specify the requirements for the detailed design of the Major Facility.
- 13.7 The Developer is to make any changes to the concept plan for a Major Facility requested by the Council.
- 13.8 Once a concept plan for a Major Facility has been approved by the Council, the Developer is to prepare at its own cost the detailed design of the Major Facility for the Council's approval.
- 13.9 The detailed design for the Major Facility is to include or be accompanied by such information as is required for the making of a Development Application for the Major Facility.
- 13.10 The detailed design submitted to Council under clause 13.8 is to be accompanied by:
 - 13.10.1 a draft Plan of Management for the land on which the Major Facility is to be located, if the Council has advised the Developer that, on its dedication to Council, that land will be classified as community land within the meaning of the LG Act; and

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 13.10.2 a detailed maintenance regime for the Major Facility, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 13.11 The Council is to advise the Developer in writing whether it approves of the detailed design of a Major Facility within 2 months of receiving the detailed design from the Developer.
- 13.12 The Developer is to make any change to the detailed design for the Major Facility required by the Council.
- 13.13 Within 21 days of being provided with a copy of the Development Application by the Developer, the Council is to certify whether the Development Application is consistent with the approved detailed design of the Major Facility.
- 13.14 The Developer is not to lodge a Development Application for a Major Facility unless the Council has first approved of the detailed design for the Major Facility and certified that the Development Application is consistent with the approved detailed design of the Major Facility.
- 13.15 A Development Application for a Major Facility is to be accompanied by the written certification referred to in clause 13.13 when lodged with Council acting as the consent authority.
- 13.16 For the avoidance of doubt, nothing in this clause is to be construed as fettering the Council's discretion, acting as consent authority, in determining any Development Application for a Major Facility.
- 13.17 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Major Facility under this clause.

14 Approval of design of other Facilities

- 14.1 The Council is to approve the design and specifications for a Facility before construction or other work commences in relation to the Facility.
- 14.2 Prior to commencing any work on the design of a Facility, the Developer is to request that the Council provide the Developer with its requirements for the location, design, materials, specifications, capacity and timing for the provision of the Facility.
- 14.3 The Council is to act reasonably when specifying its requirements for any Facility for which specifications are contained in the CP.
- 14.4 Once the Developer receives the Council's requirements for the Facility under clause 14.2, the Developer is to provide the detailed design for the Facility to the Council for the Council's approval.
- 14.5 The detailed design for the Facility is to include or be accompanied by such information as is required for the making of a Development Application for the Facility.
- 14.6 The detailed design submitted to the Council under clause 14.4 is to be accompanied by:
- 14.6.1 a draft Plan of Management for the land on which the Facility is to be located, if the Council has advised the Developer that, on its

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

dedication to the Council, that land will be classified as community land within the meaning of the LG Act; and

- 14.6.2 a detailed maintenance regime for the Facility, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 14.7 The Council is to advise the Developer in writing whether it approves of the detailed design of a Facility within 2 months of receiving the detailed design from the Developer.
- 14.8 The Developer will make any change to the detailed design for the Facility required by the Council.
- 14.9 The Developer is not to lodge any Development Application for a Facility unless the Council has first approved of the detailed design for the Facility, and provided its written certification that the Development Application is consistent with the approved detailed design of the Facility.
- 14.10 The Council is to provide the written certification referred to in clause 14.8 within 14 days of being provided with a copy of the Development Application by the Developer, unless the Council forms the view that the Development Application is not consistent with the approved detailed design of the Facility.
- 14.11 A Development Application for a Facility is to be accompanied by the written certification referred to in clause 14.8 when lodged with the Council, as the consent authority.
- 14.12 For the avoidance of doubt, nothing in this clause can be construed as fettering the Council's discretion, as consent authority, in determining any Development Application for a Facility.
- 14.13 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Facility under this clause.

15 Staging of Works

- 15.1 In order to ensure that the Developer can provide the Contribution Items comprising Works at the time required under this Agreement, the Developer is to ensure that Development Applications are lodged which seek consent for the Works, in conjunction with the Stage indicated in Column 4 of Schedule 3.

16 Carrying out of Work

- 16.1 Any Work that is required to be carried out by the Developer under this Agreement is to be carried out:
- 16.1.1 in accordance with any design or specification specified by the Council,
- 16.1.2 any relevant development consent and any other applicable law,
- 16.1.3 in a good and workmanlike manner and to the accepted industry standards,

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 16.1.4 if the Work is a Major Facility, in accordance with the Project Quality Plan for that Major Facility,
- 16.1.5 if the Work is a Facility, in accordance with an appropriate quality monitoring system, as agreed between the Parties,
- 16.1.6 and otherwise to the satisfaction of the Council.
- 16.2 If the Developer is required by the Council to prepare or modify a design or specification relating to a Work for approval by the Council under clause 16.1, the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

17 Access to the Land

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

18 Protection of people and property

- 18.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
 - 18.1.1 all necessary measures are taken to protect people and property, and
 - 18.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 18.1.3 nuisances and unreasonable noise and disturbances are prevented.

19 Damage and repairs to Work

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

20 Variation of Work

- 20.1 A Work is not to be varied by the Developer, unless:
 - 20.1.1 the Developer and Council agree in writing to the variation, and

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 20.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and
- 20.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.
- 20.2 For the purposes of clause 20.1 a variation may relate to any matter in relation to the Work that is dealt with by this Agreement.
- 20.3 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council shall be liable to pay to the Developer an amount equal to the increase in the costs of completing the Work, which results from the variation requested by the Council.
- 20.4 Council shall pay the amount referred to in clause 20.3 to the Developer after the Work is complete, and within 28 days of receipt of:
 - 20.4.1 a tax invoice for the amount claimed by the Developer; and
 - 20.4.2 documentation which demonstrates to Council's satisfaction the increase in costs as a result of the variation requested by the Council.
- 20.5 For the avoidance of doubt, a variation to a Work under this clause does not require the variation of this Agreement, provided the Council is satisfied that the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.

21 Procedures relating to the completion of Work

- 21.1 A Development Contribution comprising the carrying out of a Work is completed for the purposes of this Agreement when the Council at request of the Developer gives written notice to the Developer to that effect.
- 21.2 The Council assumes responsibility for a Work that is located on land owned or controlled by the Council when the Work is completed,
- 21.3 The Council assumes responsibility for a Work that is located on land that is required to be dedicated to the Council under this Agreement when the later to occur of the Work being completed and the land being dedicated to the Council occurs.

22 Procedures relating to the rectification of defects

- 22.1 During the Defects Liability Period, the Council may give to the Developer one or more Rectification Notices.
- 22.2 Subject to the resolution of a dispute in accordance with this Agreement, the Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- 22.3 If the Developer breaches clause 22.2, the Council may have the relevant defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.

23 Failure to carry out Work

- 23.1 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, the Council may elect to give the Developer a notice requiring:
- 23.1.1 the carrying out of further work relating to the Work to immediately cease except in relation to the rectification of the breach, and
 - 23.1.2 the breach to be rectified to the Council's satisfaction.
- 23.2 A notice given under clause 23.1 is to allow the Developer a period of not less than 28 days or such further period as the Council considers reasonable in the circumstances to rectify the breach.
- 23.3 Without limiting any other rights the Council has to enforce this Agreement, the Council may, if the Developer does not comply with a notice given under clause 23.1:
- 23.3.1 call upon any Security, and
 - 23.3.2 carry out and complete the Work the subject of the Developer's breach.
- 23.4 Clauses 38 and 39 do not prevent a notice being given under clause 23.1 and do not apply to such a notice or the circumstances relating to the giving of that notice, and any procedure commenced under clause 38 or clause 39 ceases to apply when such a notice is given.
- 23.5 The Council is not required to give the Developer a notice under clause 23.1 as a pre-condition to calling-up any Security in relation to the Developer's breach if the Council reasonably believes that the Developer is unlikely to comply with a Rectification Notice.
- 23.6 If the Council calls up a Security pursuant to clause 23.5, the Council is to notify the Developer in writing immediately following the calling up of that Security.

24 Works Completion Plan

- 24.1 No later than 60 days after a Work is taken to have been completed in accordance with this Agreement, the Developer is to submit to the Council the following:
- 24.1.1 a full works-as-executed-plan in respect of the Work,
 - 24.1.2 any warranties associated with any products used in the construction of the Work, and
 - 24.1.3 copies of all documentation associated with quality monitoring during construction for Facilities and Major Facilities.

Part 4 – Landcom, Indemnities and Insurances

25 Role of Landcom

- 25.1 Landcom may determine, in its absolute discretion, that it will perform some or all of obligations of GDC 1 under this Agreement.
- 25.2 If Landcom is willing to perform all or any of GDC 1's obligations under this Agreement, then Landcom is to provide written notice to the Council to that effect, and the written notice is to specify which obligations Landcom intends to meet (**Accepted Obligations**).
- 25.3 Once the notice in clause 25.2 has been provided, a reference to the Developer which would have been taken to be a reference to GDC 1, and any reference to GDC 1, is to be taken as a reference to Landcom in respect of the Accepted Obligations.

26 Indemnity and Insurance

- 26.1 The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with:
 - 26.1.1 Council's approval of the design and specifications of any Major Facility or Facility;
 - 26.1.2 the carrying out by the Developer of any Work; and
 - 26.1.3 the performance by the Developer of any other obligation under this Agreement.
- 26.2 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:
 - 26.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
 - 26.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 26.2.3 workers compensation insurance as required by law, and
 - 26.2.4 any other insurance required by law.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 26.3 If the Developer fails to comply with clause 26.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 26.3.1 by calling upon any Security provided by the Developer to the Council under this Agreement, or
- 26.3.2 recovery as a debt due in a court of competent jurisdiction.
- 26.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 26.2.
- 26.5 Notwithstanding any other provision of this Agreement, these clauses 26.1 to 26.4 do not bind Landcom, including when Landcom is taken to be the Developer.
- 26.6 Landcom warrants, and Council acknowledges, that:
- 26.6.1 Landcom is a member of the NSW Treasury Managed Fund;
- 26.6.2 the Fund provides Landcom with insurance cover against any liability arising from a breach by Landcom of its obligations under this Agreement.

Part 5 - Security

27 Provision of Security

- 27.1 Upon the execution of this Agreement by all of the Parties:
- 27.1.1 GDC 1 is to provide the Council with Security in the amount of \$3,200,000; and
- 27.1.2 GDC 2 is to provide the Council with Security in the form of a charge over the Charge Land.
- 27.2 The Parties acknowledge that, at the date of this Agreement, the Security provided under clause 27.1 has a value in excess of the Contribution Value for the most valuable Contribution Item comprising a Work which has not been completed, within the meaning of the Agreement (**Outstanding Work**), and in excess of the amount of the Security required to be held under clause 27.3.
- 27.3 GDC 1, GDC 2 and Landcom are to ensure at all times that the Council holds Security equal to the greater of:
- 27.3.1 the Contribution Value for the most valuable Outstanding Work;
- 27.3.2 10% of the sum of the Contribution Values of all Contribution Items comprising the dedication of land or the carrying out of Works, which:
- (a) are not complete (if the Contribution Item is a Work); or

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

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

(Outstanding Land and Works Items); or

27.3.3 \$1,000,000.00,

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

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

28 Release & return of Security

- 28.1 The Council is to return the Security or any remaining part of it to the Party which provided the Security to the Council, within 28 days of the completion by GDC 1, GDC 2 and Landcom of all of their obligations under this Agreement to the satisfaction of the Council.
- 28.2 At any time following the provision of the Security, GDC 1, GDC 2 or Landcom may provide the Council with a replacement Security in the amount of the Security required to be provided under this Agreement.
- 28.3 On receipt of a replacement Security, the Council is to release and return to the relevant Party as directed, the Security it holds which has been replaced.

29 Call-up of Security

- 29.1 The Council may call-up any Security provided under this Agreement if, in its absolute discretion and despite clauses 38 and 39, it considers that GDC 1, GDC 2 or Landcom has breached this Agreement.
- 29.2 If the Council calls on the Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the breach.
- 29.3 If the Council calls on the Security, the Council may, by notice in writing to the Party which provided the Security, require that Party to provide a further or replacement Security in an amount that, when added to any unused portion of the Security held by the Council, equals, but does not exceed the amount of the Security the Council is entitled to hold under this Agreement.
- 29.4 Notwithstanding clause 29.1 or any other provision of this Agreement:
- 29.4.1 a Deferred Work Security can only be called-up in relation to a breach of this Agreement in respect of the carrying out of the Work in relation to which the Deferred Work Security was provided; and
- 29.4.2 a Registration Security can only be called-up in relation to a breach of this Agreement in respect of the Development Contributions required

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

in relation to the Superlot for which the Registration Security was provided.

30 Charge Land

- 30.1 Council will, on or near each anniversary of the date of this Agreement, appoint a valuer to conduct a valuation of the Charge Land.
- 30.2 The valuer is to be agreed between Council, GDC 1, GDC 2 and Landcom, and, failing agreement, will be appointed by the Council.
- 30.3 Council will pay 50% of the costs of the valuer with the other 50% of the valuer's costs to be paid, on written demand by the Council, by GDC 1, GDC 2 and Landcom.
- 30.4 GDC 2 is to provide Council, on each anniversary of the date of this Agreement, with evidence satisfactory to the Council that there is no outstanding land tax payable in respect of the Charge Land, and no other charges registered against the Charge Land.
- 30.5 If there is land tax payable in respect of the Charge Land, or other mortgages, charges or interests created in or over the Charge Land, then the Council may, in its absolute discretion, require GDC 2 to provide additional Security to ensure that Council holds Security to the value which was held before the land tax became payable, or the other charges, mortgages or interests were created.
- 30.6 GDC 2 may, by notice in writing, seek the Council's approval to grant a charge in favour of the Council over an alternative site, and to discharge the charge over the Charge Land.
- 30.7 On receipt of a notice under clause 30.6, Council will carry out a valuation of the proposed alternative site, and provided the valuation indicates that the alternative site has a value which, when added to the other Security held by Council under this Agreement, equals the amount of Security required to be held under this Agreement, Council will approve the grant of a charge over the alternative site, and will discharge the charge over the Charge Land, and from that time onwards, a reference to the Charge Land will be taken to be a reference to the alternative site.
- 30.8 Clauses 30.2 and 30.3 apply to the appointment of a valuer for the purposes of clause 30.7.
- 30.9 The Landowner is to grant access to any valuer appointed under this clause 30 to the Charge Land or any alternative site proposed to replace the Charge Land.
- 30.10 GDC 2 is to bear the Council's costs associated with registration of any charge over the Charge Land or any alternative site, and the discharge of any such charge.

31 Charge

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

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

32 Caveat

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

33 Priority

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

34 Enforcement of Charge

- 34.1 If Council is entitled to call up any Security in respect of a breach of this Agreement by GDC 1, GDC 2, or Landcom, and there is insufficient Security in any other form to meet the costs and expenses which the Council is entitled to recover from the Security, then this clause 34 applies.
- 34.2 The Landowner is to execute and do all such things as the Council may reasonably require for the purpose of the Council exercising the powers, authorities and discretions conferred by the grant of the Charge. In particular, the Landowner will as requested by the Council:
- 34.2.1 execute all transfers, conveyances, assignments and assurances of the Charge Land to Council or its nominee,
- 34.2.2 perform, or cause to be performed, all acts and things necessary or desirable to give effect to the Council's powers, authorities and discretions, and
- 34.2.3 give all notices, orders and directions which the Council considers to be expedient.
- 34.3 Council may, at the Council's discretion and without notice:
- 34.3.1 enter upon and take possession of the Charge Land or any part of it, or
- 34.3.2 with or without taking such possession, at the Council's discretion, sell, call in or convert into money, the Charge Land:
- (a) at public auction or by private contract, and
- (b) for a lump sum or a sum payable by instalments or for a sum on account and a mortgage charge for the balance, or
- 34.3.3 if exercising rights under clause 34.3.2:

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- (a) upon sale, make any special or other stipulations as to title or evidence or commencement of title or otherwise which the Council may deem proper,
 - (b) buy in or rescind or vary any contract of sale of the Charge Land and resell the same without being responsible for any loss which may be incurred, and
 - (c) compromise and effect compositions and, for any of those purposes, execute and make all such assurances and things as the Council thinks fit.
- 34.4 Council may, at the Council's discretion, do any of the following things for the purpose of exercising the Council's powers of sale under clause 34.3:
 - 34.4.1 appoint a receiver or manager of the Charge Land;
 - 34.4.2 remove any receiver or manager so appointed;
 - 34.4.3 pay such receiver or manager such remuneration as the Council thinks fit;
 - 34.4.4 repair and keep in repair any improvements, works, machinery, plant and other property on the Charge Land,
 - 34.4.5 insure all or any of the Charge Land or anything on it of an insurable nature against loss or damage by fire and other risks as the Council sees fit,
 - 34.4.6 settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charge Land and execute releases or other discharges,
 - 34.4.7 bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever and whether civil or criminal in relation to the Charge Land,
 - 34.4.8 execute and do such acts, deeds and things as to the Council may appear necessary or proper for or in relation to any of the above things,
 - 34.4.9 generally do and cause to be done such acts and things which GDC 2 might have done for the protection and the improvement of the Charge Land.
- 34.5 A receiver and manager appointed by the Council will have all of the powers of taking possession, selling and dealing with the Charge Land as are given to the Council under this Agreement.
- 34.6 The proceeds derived from the sale of the Charge Land pursuant to clause 34.3 will be applied as follows:
 - 34.6.1 first, in paying all costs and expenses properly incurred or to be incurred in the performance or exercise of any of the powers vested in the Council under this Agreement, including costs incurred in remedying the breach of the Agreement; and
 - 34.6.2 second, in paying the surplus (if any) to GDC 2.

35 Discharge

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

Part 6 - Other Provisions

36 Recovery of cost of Work carried out by the Council

- 36.1 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work that is not met by a Security provided under this Agreement, the Council may recover the cost from the Developer in a court of competent jurisdiction.
- 36.2 For the purpose of clause 36.1, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
- 36.2.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 36.2.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
 - 36.2.3 without limiting clause 36.2.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

37 Enforcement in a court of competent jurisdiction

- 37.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 37.2 For the avoidance of doubt, nothing in this Agreement prevents:
- 37.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
 - 37.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

38 Dispute Resolution – expert determination

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 38.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.
- 38.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 38.4 If a notice is given under clause 38.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 38.5 If the dispute is not resolved within a further 28 days, the dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 38.6 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 38.7 Each Party is to bear its own costs arising from or in connection with the appointment of the Expert and the expert determination.

39 Dispute Resolution – mediation

- 39.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 38 applies.
- 39.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 39.3 If a notice is given under clause 39.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 39.4 If the dispute is not resolved within a further 28 days, the Parties are to mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society, or the President's nominee, to select a mediator.
- 39.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

40 Registration of this Agreement

- 40.1 Subject to clauses 40.2 and 40.3, and subject to the Landowner obtaining the agreement of the persons specified in section 93H(1) of the Act, the Parties agree that this Agreement will be registered as a planning agreement on the title to the Land as permitted by s93H of the Act.
- 40.2 The Parties agree that:
- 40.2.1 this Agreement will not be registered on the title to any part of the Land which is a Final Lot; and

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 40.2.2 on lodgement of any plans of subdivision of the Land with the Registrar-General that create Final Lots, the Registrar-General will be directed not to register this Agreement on the title to the Final Lots being created by that plan.
- 40.3 The Parties also agree that the registration of the Agreement will be removed from the title to any part of the Land in relation to which the Developer proposes to sell Final Lots which are not yet created (**Superlot**), before the Developer has met its obligations under this Agreement in relation to the Superlot, if:
- 40.3.1 The Landowner or Developer has notified the Council that it wishes to commence selling Final Lots to be created on the Superlot;
- 40.3.2 The Landowner or Developer has provided Council with a copy of the proposed plan of subdivision for the Superlot;
- 40.3.3 The Landowner and Developer are not in breach of this Agreement; and
- 40.3.4 The Developer provides the Council with a Security in an amount equal to the Contribution Value of all Contribution Items involving the carrying out of Work and monetary Development Contributions in respect of the Superlot.
- 40.4 The Landowner agrees to sign all forms necessary, and do all things reasonably necessary to allow this Agreement to be registered under clause 40.1 including obtaining the consent of any mortgagee or other person with an interest in the Land to that registration, and having the certificates of title for the Land delivered to the Registrar-General.
- 40.5 The Parties agree to sign such documents and do such things as may be required to achieve the said registration within seven (7) days of the execution of this Agreement.
- 40.6 Upon completion of the obligations of the Developer pursuant to this Agreement, the Parties are to do such things as may be required to remove the recording of this Agreement as a planning agreement from the title of the Land, including removing the recording of the Agreement from the title to part of the Land in respect of this the Developer has met its obligations.
- 40.7 Landcom will bear all costs incurred by any Party in relation to the registration of this Agreement in accordance with this clause.
- 40.8 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

41 Compulsory Acquisition

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 41.2 Council is to only acquire land pursuant to clause 41.1 if to do so is reasonable, having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Agreement.
- 41.3 Clause 41.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.
- 41.4 If, as a result of the acquisition referred to in clause 41.1, the Council is to pay compensation to any person other than the Landowner, the Developer or Landowner is to reimburse the Council for that amount, upon a written request being made by the Council, or the Council can call on any Security.
- 41.5 Except as otherwise agreed between the Parties, the Landowner is to ensure that the land to be dedicated under this Agreement is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges), on both the date that the Landowner is liable to transfer that land to the Council under this Agreement, and the date on which the Council compulsorily acquires the whole or any part of that land in accordance with the Just Terms Act.
- 41.6 The Developer indemnifies and keeps indemnified the Council against all claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Land.
- 41.7 The Landowner will promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 41, including without limit:
- 41.7.1 signing any documents or forms;
 - 41.7.2 giving land owner's consent for lodgement of any Development Application;
 - 41.7.3 producing certificates of title to the Registrar-General under the Real Property Act; and
 - 41.7.4 paying the Council's costs arising from clause 41.
- 41.8 Notwithstanding clause 41.5, if, despite having used its best endeavours, the Landowner cannot ensure that the land to be dedicated is free from all encumbrances and affectations, then the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, and:
- 41.8.1 Council cannot withhold its agreement unreasonably if the encumbrance or affectation does not prevent the future use of the land for the public purpose for which it is to be dedicated under this Agreement, unless the encumbrance or affectation is a charge arising as a result of unpaid taxes or charges; and
 - 41.8.2 in all other cases, Council may withhold its agreement in its absolute discretion.

42 Assignment, sale of Land, etc

- 42.1 Unless the matters specified in clause 42.2 are satisfied:

Oran Park Urban Release Area Planning Agreement

Camden Council

Greenfields Development Company Pty Limited

Greenfields Development Company No. 2 Pty Limited

Leppington Pastoral Company Pty Limited

Landcom

- 42.1.1 Landowner is not to transfer any part of the Land, other than a Final Lot, to any person, or
- 42.1.2 the Developer is not to assign or novate to any person the Developer's rights or obligations under this Agreement.
- 42.2 The matters required to be satisfied for the purposes of clause 42.1 are as follows:
 - 42.2.1 the relevant Party has, at no cost to the Council, first procured the execution by the person to whom that Party's rights or obligations under this Agreement are to be assigned or novated, of an agreement in favour of the Council on terms satisfactory to the Council, and
 - 42.2.2 the Council, by notice in writing to the relevant Party, has stated that evidence satisfactory to the Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement,
 - 42.2.3 the relevant Party is not in breach of this Agreement, and
 - 42.2.4 the Council, acting reasonably, otherwise consents to the transfer, assignment or novation.

43 Monitoring & review of this Agreement

- 43.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Agreement is entered into a report detailing the performance of its obligations under this Agreement, and is to provide an update on the performance of its obligations under this Agreement at each PCG meeting.
- 43.2 The report referred is to be in such a form and to address such matters as may be notified by the Council to the Developer from time to time.
- 43.3 The Council, at its own cost, is to keep a written register of the Development Contributions made by the Developer under this Agreement.
- 43.4 The register is to contain (but is not limited to) particulars of the following:
 - 43.4.1 each Development Contribution made,
 - 43.4.2 the form of the Development Contribution,
 - 43.4.3 the Contribution Item to which the Development Contribution relates by reference to Schedule 3 of this Agreement,
 - 43.4.4 the date on which the Development Contribution is made, and
 - 43.4.5 particulars of any Development Contributions that are required by this Agreement to have been made that the Developer has not made.
- 43.5 The Council is to allow the Parties to have access to the register during the ordinary business hours of the Council and at no cost.
- 43.6 The register is to be conclusive evidence of the matters it contains relating to the making of Development Contributions by the Developer under this Agreement.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 43.7 The Parties agree to review this Agreement annually, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 43.8 For the purposes of clause 43.7, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 43.9 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 43.7, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 43.10 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- 43.11 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 43.7 is not a dispute for the purposes of clauses 38 and 39 and is not a breach of this Agreement.

44 Variations to Contribution Items and Staging

- 44.1 The Developer may request that the Council approve a variation to the Contribution Items to be provided under this Agreement.
- 44.2 The Council may, in its absolute discretion agree to a variation of the Contribution Items, provided that the variation does not result in the sum of the Contribution Values of all Contribution Items falling below the sum of the Contributions Values of all Contribution Items as at the date of this Agreement and the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.
- 44.3 The Developer may request that the Council approve a variation to the staging of the provision of the Contribution Items.
- 44.4 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of the Contribution Items.
- 44.5 If a variation is made to the Contribution Items pursuant to this clause, then Schedule 3 will be deemed to be amended to include the varied Contribution Items, and their Contribution Values.
- 44.6 A variation to the Contribution Items or the staging of the provision of Contribution Items under this clause does not require a variation to this Agreement.

45 Notices

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

- 45.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
- 45.1.2 faxed to that Party at its fax number set out in the Summary Sheet.
- 45.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 45.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 45.3.1 delivered, when it is left at the relevant address,
 - 45.3.2 sent by post, 2 business days after it is posted, or
 - 45.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 45.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

46 Approvals and Consent

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

47 Legal costs

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

48 Entire Agreement

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

49 Further acts

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

50 Notations on section 149(2) Planning Certificates

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

51 Governing law and jurisdiction

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

52 Joint and individual liability and benefits

- 52.1 Except as otherwise set out in this Agreement:
 - 52.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and
 - 52.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

53 No fetter

- 53.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law,

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

54 Representations and Warranties

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

55 Severability

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

56 Modification

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

57 Waiver

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

58 GST

- 58.1 In this clause:

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

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

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

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

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

- 58.2 Subject to clause 58.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply is to also pay the GST Amount as additional Consideration.
- 58.3 Clause 58.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 58.4 No additional amount shall be payable by the Council under clause 58.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 58.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 58.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 58.5.2 that any amounts payable by the Parties in accordance with clause 58.2 (as limited by clause 58.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 58.6 No payment of any amount pursuant to this clause 58, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 58.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, is to exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 58.8 This clause continues to apply after expiration or termination of this Agreement.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

59 Explanatory Note relating to this Agreement

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Schedule 1

(Clause 1.1)

Plan Package

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Schedule 2

(Clause 1.1)

The Development

Development of the Land for urban purposes, involving the subdivision of the Land to accommodate approximately 5,500 dwellings and non residential development, and associated infrastructure.

Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
 Landcom

Schedule 3
 (Clause 7)

Development Contributions

Part A - Development Contributions Table

Column 1 Contribution Item	Column 2 Public Purpose	Column 3 Nature/Extent	Column 4 Timing	Column 5 Contribution Value	Column 6 Responsible Party
Carrying out of works					
1. Leisure Centre	Open space and recreation	Construction of a leisure centre including: <ul style="list-style-type: none"> • 25 m pool • Free form leisure pool and teaching 	Prior to the issue of the Subdivision Certificate for the 3,500th Final Lot	\$21,150,079	GDC 1

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

		<ul style="list-style-type: none"> • pool • Two court hall/auditorium • Fitness centre • Creche centre • Public art component at 2% of the base building cost 			
2. Recreation and Youth centre	Open space and recreation	A recreation and youth centre adjacent to the Town Centre with all facility inclusions listed in the CP.	Prior to the issue of the Subdivision Certificate for the 4,000th Final Lot	\$10,619,613	GDC 1
3. Sports Park	Open space and recreation	A sports park on a 5.8ha site in the south-central part of the Oran Park Precinct with inclusions that generally reflect the specifications for Sports Park Ground 1 in the CP.	Prior to the issue of the Subdivision Certificate for the 2,500th Final Lot	\$6,711,847	GDC 1
4. Playing Fields	Open space and recreation	(a) One double playing field on a site north west of the Town Centre meeting the specifications provided in the CP.	Prior to the issue of the Subdivision Certificate for the 1,200th Final Lot	\$2,974,509	GDC 1
		(b) A single playing field on a site to the south of the Town Centre within Wayne	Prior to the issue of the Subdivision Certificate for the	Nil	GDC 1

Oran Park Urban Release Area Planning Agreement

Camden Council

Greenfields Development Company Pty Limited

Greenfields Development Company No. 2 Pty Limited

Leppington Pastoral Company Pty Limited

Landcom

		Gardner Reserve.	300th Final Lot		
5. Children's Playgrounds	Open space and recreation	(a) Three (3) playgrounds on the GDC1 Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	\$403,050	GDC 1
		(b) Two (2) playgrounds on the GDC 2 Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	\$403,050	GDC 2
6. Children's Play-spaces	Open space and recreation	(a) Five (5) play-spaces on the GDC 1 Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within	\$403,050	GDC 1

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

			the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.		
			Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	\$403,050	GDC 2
		(b) Two (2) play-spaces on the GDC 2 Land			
7. Community Parks/Green Spaces	Open space and recreation	A community park of 10,000m ² in the Town Centre meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	\$1,148,693	GDC 1
8. Other Passive Open	Open space and	(a) Embellishment of passive open space	Prior to the issue of a	\$5,204,660	GDC 1

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Space	recreation	on GDC 1 Land meeting the specifications proposed in the CP.	Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	
	(b) Embellishment of passive open space on GDC 2 Land meeting the specifications proposed in the CP.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$1,869,175 GDC 2
9. Other Passive Open Space – Riparian Style Embellishment	Open space and recreation	(a) Embellishment of riparian style passive open space on GDC 1 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or	\$870,588 GDC 1

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

				more of the total NDA of the Stage.		
	Open space and recreation	(b) Embellishment of riparian style passive open space on GDC 2 Land meeting the specifications proposed in the CP.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	Nil	GDC 2
10. Branch Library/Community Resource Centre	Community facility	A branch library/community resource centre on a site of 6,805m ² in the Town Centre in the vicinity of the Town Park at an exact location agreed between the Parties.		Prior to the issue of the Subdivision Certificate for the 3,000th Final Lot	\$7,861,445	GDC 1
11. Multi-purpose Community Centre	Community facility	One multi-purpose community centre in the general location identified in the CP.		Prior to the issue of the Subdivision Certificate for the 4,500th Final Lot	\$1,607,646	GDC 2
12. Urban and Rural Roads	Roads and traffic management	(a) The Urban and Rural Roads identified in the CP that traverse the GDC 1 Land in accordance with the specifications provided in the CP.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of	\$5,362,150	GDC 1

Oran Park Urban Release Area Planning Agreement

Camden Council

Greenfields Development Company Pty Limited

Greenfields Development Company No. 2 Pty Limited

Leppington Pastoral Company Pty Limited

Landcom

				which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.		
		(b) The Urban and Rural Roads identified in the CP that traverse the GDC 2 Land in accordance with the specifications provided in the CP.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$6,853,643	GDC 2
13. Signalised Intersections	Roads and traffic management	(a) Two (2) intersections on GDC 1 Land in the general locations shown in the CP.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$533,400	GDC 1
		(b) Four (4) intersections on GDC 2 Land in the general locations shown in the CP.		Prior to the issue of a Subdivision Certificate for the	\$1,066,800	GDC 2

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

			<p>creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.</p>		
<p>14. Cycleways</p>	<p>Roads and traffic management</p>	<p>(a) The cycleways identified on GDC 1 Land in the CP in accordance with the requirements in the CP plus extensions connecting these links to the residential areas proposed in the Development and Town Centre.</p>	<p>Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.</p>	<p>\$758,575</p>	<p>GDC 1</p>
		<p>(b) The cycleways identified on GDC 2 Land in the CP in accordance with the requirements in the CP plus extensions connecting these links to the residential areas proposed in the Development and Town Centre.</p>	<p>Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.</p>	<p>\$1,119,367</p>	<p>GDC 2</p>

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

				Stage.		
15. Bus Stops	Roads and traffic management	Sixteen bus stops in locations to be agreed between the Developer and Council.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage, and subject to a bus servicing strategy being agreed to between the Parties	\$274,440	GDC 1 and GDC 2
16. Water Crossings	Roads and traffic management	Two (2) crossings that are located entirely within the GDC 2 Land. This comprises one (1) crossing type identified as T6.3 in the CP and one (1) crossing type identified as T6.5 in the CP.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$3,513,773	GDC 2
17. Embellishment of Riparian Land	Open Space and recreation	Embellishment of Riparian Land (Item 29) in accordance with the Riparian Corridor Land Policy, and any vegetation		Not applicable	Nil	GDC 1 and GDC 2

**Oran Park Urban Release Area Planning Agreement
Camden Council**

**Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom**

		management plan and plan of management approved by Council for the Riparian Land..			
Dedication of Land					
18. Leisure Centre	Open space and recreation	Dedication of 1.1ha site on which Item 1 is located.	On completion, within the meaning of this Agreement, of Item 1, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$1,122,000	GDC 2
19. Recreation and Youth Centre	Open space and recreation	Dedication of 0.77ha site on which Item 2 is located (but excluding land on which the BMX and skate park facilities are located).	On completion, within the meaning of this Agreement, of Item 2, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$785,400	GDC 1
20. Sports Park	Open space and recreation	Dedication of 5.8ha site on which Item 3 is located.	On completion, within the meaning of this Agreement, of Item 3, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$5,916,000	GDC 1
21. Playing Fields	Open space and recreation	Dedication of 6.98ha site on which Items	On completion, within the	\$2,754,000	GDC 2

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

	recreation	4(a) and 4(b) are located.	meaning of this Agreement, of items 4(a) and 4(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.		
22. Children's Playgrounds	Open space and recreation	Dedication of 1.34ha site in which items 5(a) and 5(b) are located.	On completion, within the meaning of this Agreement, of items 5(a) and 5(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$1,224,000	GDC1 and GDC 2
23. Children's Play-spaces	Open space and recreation	Dedication of 2.06ha site on which items 6(a) and 6(b) are located	On completion, within the meaning of this Agreement, of items 6(a) and 6(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$1,224,000	GDC1 and GDC 2
24. Community Parks/Green Spaces	Open space and recreation	Dedication of the 10,000m ² site on which item 7 is to be located.	On completion, within the meaning of this Agreement, of items 7, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$510,000	GDC 2
25. Other Passive Open Space	Open space and recreation	(a) Dedication of 14.03ha site on which	On completion, within the meaning of this Agreement, of	\$14,310,600	GDC1

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Embellishment and Other Passive Open Space – Riparian Style Embellishment	recreation	Item 8(a) and Item 9(a) are located.	Items 8(a) and 9(a), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.		
		(b) Dedication of 6.36ha site on which Item 8(b) and Item 9(b) is located.	On completion, within the meaning of this Agreement, of Items 8(b) and 9(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$3,556,944	GDC 2
26. Branch Library/ Community Resource Centre	Community facilities	Dedication of 6,805m ² site on which Item 10 is to be located.	On completion, within the meaning of this Agreement, of Item 10, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$694,110	GDC 2
27. Multi-Purpose Community Centre	Community facilities	Dedication of the 1,102m ² site on which Item 11 is located.	On completion, within the meaning of this Agreement, of Item 11, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$115,005	GDC 2
28. Urban and Rural	Roads and traffic	(a) Dedication of land on which Item 12(a)	On completion, within the meaning of this Agreement, of	\$3,929,407	GDC 1

**Oran Park Urban Release Area Planning Agreement
Camden Council**

**Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom**

Roads	Management	is located.	Item 12(a), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.		
		(b) Dedication of land on which Item 12(b) is located.	On completion, within the meaning of this Agreement, of Item 12(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$5,090,657	GDC 2
29. Riparian Land	Open Space, Recreation, and Environmental Conservation	Dedication of 36ha of riparian corridor land, as agreed between the Parties, in accordance with the Riparian Corridor Land Policy and this Agreement.	Within 28 days of completion of the Riparian Works (Item 17), or at such later date as agreed by Council.	Nil	GDC 1 and GDC 2
Monetary Contribution					
31. Monetary Contribution	Various	An amount determined by deducting the Contribution Value for all Contribution Items (other than Items 30, 32(a), 32(b) and 33) from the amount that would otherwise be payable by GDC 1, GDC 2 and Landcom in respect of the Development, under the CP	Payment of \$12,472 per lot prior to the issue of the Subdivision Certificate for the last 1,500 Final Lots.	\$18,707,379	GDC 2

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

32. Monetary Contribution	Administration	(a) An amount which is one third of the total project management costs incurred by GDC 1 in respect of all items involving Works provided to Council under this Agreement.	Prior to the issue of the Subdivision Certificate for each Final Lot	\$2,227 per ha of NDA up to a maximum of \$472,240	GDC 1
		(b) An amount which is one third of the total project management costs incurred by GDC 2 in respect of all items involving Works provided to Council under this Agreement.	Prior to the issue of the Subdivision Certificate for each Final Lot	\$644 per ha of NDA up to a maximum of \$127,055	GDC 2
33. Monetary Contribution	Off-site water cycle management	An amount to be applied by the Council toward the provision of water cycle management facilities generated by the Development but located outside of the Land.	Prior to the issue of the Subdivision Certificate for each Final Lot in Stages O and R	\$17,132 per ha of NDA up to a maximum of \$511,898	GDC 2
Miscellaneous					
34. Water Cycle Management	Water cycle management	Water cycle management works are to be constructed in accordance with a water cycle management strategy approved by the Council. The water cycle management strategy is to achieve the water outcomes and objectives for each sub-catchment covered by the CP and incorporate a range	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates	Nil	GDC 1 and GDC 2

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

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

**Oran Park Urban Release Area Planning Agreement
Camden Council**

**Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom**

Part B - Details of Development Contributions

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

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution Item	Description of Works	Indicative total area of land to be dedicated (m ²)*
B	32.1	12 and 13	Urban Roads	Part of Peter Brock Drive Two (2) signalised intersections	land.
			17	Embellishment of Riparian Lands	
		6	Play Space	One (1) play space	24,900
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
C	15.2	14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		6	Play Space	One (1) play space	10,100
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	

**Oran Park Urban Release Area Planning Agreement
Camden Council**

**Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom**

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

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
E	25.4	3	Sports Park	A sports park in the south-central part of the Oran Park Precinct with inclusions that generally reflect the specifications for Sports Park Ground 1 in the CP.	land. 79,000
				5	
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
				14	Cycleways
		F	10.8	4	Playing Fields
8	Other Passive Open Space			Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	

**Oran Park Urban Release Area Planning Agreement
Camden Council**

**Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution Item	Description of Works	Indicative total area of land to be dedicated (m ²)*
G	8.1	2	Recreation and Youth Centre (part)	A recreation and youth centre adjacent to the Town Centre with all facility inclusions listed in the CP except the Skate Park and BMX Facility.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		35,100
		10	Library	A branch library/community resource centre in the Town Centre	6,805
		1	Leisure Centre	Construction of a leisure centre including: <ul style="list-style-type: none"> ▪ 25 m pool; ▪ Free form leisure pool and teaching pool; ▪ Two court hall/auditorium; ▪ Fitness centre; ▪ Creche centre; 	11,000

Oran Park Urban Release Area Planning Agreement

Camden Council

Greenfields Development Company Pty Limited

Greenfields Development Company No. 2 Pty Limited

Leppington Pastoral Company Pty Limited

Landcom

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution Item	Description of Works	Indicative total area of land to be dedicated (m ²)*
				<ul style="list-style-type: none"> ▪ Public art component at 2% of the base building cost. 	
H	9.7	7	Community Park	A community park in the Town Centre meeting the specifications proposed in the CP.	
I	15.0	8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	27,300
		34	Water Cycle Management	Water Detention	Located within open space land.
J	31.8	6	Play Space	One (1) play space	59,900
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space land.

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution Item	Description of Works	Indicative total area of land to be dedicated (m ²)*
K		12	Rural Roads	Upgrade part of Cobbitty Road	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	
	45.5	6	Play Space	One (1) play space	17,600
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
L	40.9	34	Water Cycle Management	Water Detention	49,900
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	
		16	Water Crossing	Crossing type T6.5 identified in the CP	

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
M	19.0	14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		42,500
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	5,400
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		12 and 13	Urban Roads	Part of Peter Brock Drive Part of East-West Road 2 identified in the CP One (1) signalised intersection	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
N	19.4	17	Embellishment of Riparian Lands		7,100
		6	Play Space	One (1) play space	10,400

**Oran Park Urban Release Area Planning Agreement
Camden Council**

**Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution Item	Description of Works	Indicative total area of land to be dedicated (m ²)*
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		29,400
O	17.3	12 and 13	Urban Roads	Part of Transit Boulevard One (1) signalised intersection	
P	23.9	12	Rural Roads	Upgrade part of Cobbitty Road	
Q	17.8	5	Playground	One (1) playground	14,600
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		16	Water Crossing	Crossing type T6.3 identified in the CP	

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution Item	Description of Works	Indicative total area of land to be dedicated (m ²)*
		12	Urban Roads	Part of East-West Road 2 identified in the CP	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		61,900
R	14.2	11	Community Centre	One multi-purpose community centre in the general location identified in the CP.	1,128
S	32.3	5	Playground	One (1) playground	3,000
		6	Play Space	One (1) play space	12,300
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		12 an 13	Urban Roads	Part of East-West Road 2 identified in the CP Two (2) signalised intersections	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open

**Oran Park Urban Release Area Planning Agreement
Camden Council**

**Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution Item	Description of Works	Indicative total area of land to be dedicated (m ²)*
		17	Embellishment of Riparian Lands		space or riparian land.
					96,300

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Execution

Executed as an Agreement

Dated: 22 September 2011

Executed on behalf of the Council



Greg Wright
General Manager




Witness/Name/Position
Greg Warren - Mayor




The Seal of Council was affixed
pursuant to a Council resolution
dated 13 day of SEPTEMBER
ORD 206/11

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



Name/Position

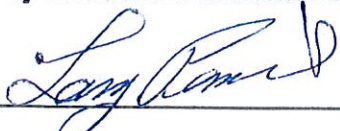

MARK PERICH
Director





Name/Position

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom


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



Name/Position



MARK PERICH
DIRECTOR


Name/Position


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


Name/Position - DIRECTOR


MARK PERICH
Director



Name/Position

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


Sean O'Toole, Managing Director

SEAN O'TOOLE

Name/Position


Michael Owens
General Manager - Development
- Landcom

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Appendix

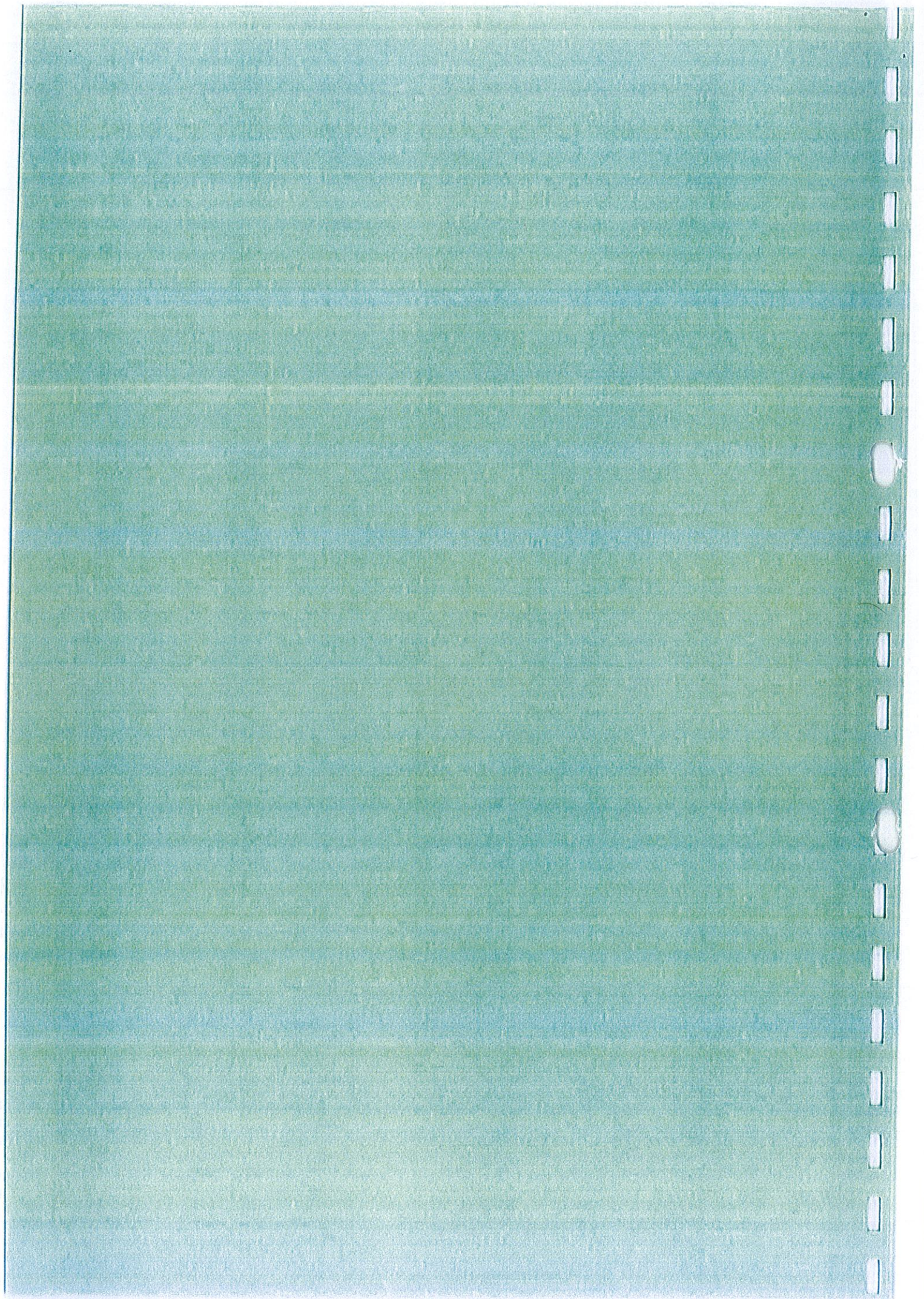
(Clause 60)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note





Planning Agreement Explanatory Note

Oran Park Urban Release Area

May 2011

Contents

	Page Number
Executive summary	ii
1. Preliminary	1
1.1 Background	1
1.2 Purpose of this document	1
1.3 What is a planning agreement?	2
1.4 Purpose of planning agreements	2
1.5 What is included in a planning agreement?	3
1.6 Requirement to prepare Explanatory Note	3
1.7 Parties	4
2. Scope of the planning agreement	5
2.1 Land	5
2.2 Development	5
2.2.1 Previous consents and agreements included	5
2.3 Land, works and monetary contributions offered by the developers	6
2.3.1 Summary	6
2.3.2 Land and works included the Contributions Plan	6
2.3.3 Land and works not included in the Contributions Plan	7
2.3.4 Monetary contributions	7
2.3.5 Staging and implementation	7
2.3.6 Attachments to this Explanatory Note	8
2.4 Application of sections 94, 94A and 94EF of the EP&A Act	8
2.5 Dispute resolution and other provisions	8
3. Assessment of the proposed planning agreement	9
3.1 Objectives of the agreement	9
3.2 Nature and effect of the planning agreement	9
3.3 Merits of the planning agreement	10
3.3.1 Promotion of the public interest	10
3.3.2 Promotion of the Council's charter	11
3.3.3 Planning purposes and the Objects of the EP&A Act	13
3.3.4 Conformity with Council's Works Program	14
3.3.5 Requirements to be complied with before a certificate is issued	14
4. Conclusion	15
Attachments	1

Planning Agreement Explanatory Note
Oran Park Town
May 2011

Executive summary

Landcom and Greenfields Development Company Pty Ltd are developing land within the Oran Park Precinct for over 5,500 dwellings, the Oran Park Town Centre, and a full range of infrastructure to service the future community.

So that Council's and the developers' infrastructure objectives for this area can be achieved, the developers propose to enter into a planning agreement under section 93F of the EP&A Act with Camden Council to:

- dedicate land and construct facilities identified in Council's section 94 Contributions Plan;
- dedicate land and construct facilities that the Contributions Plan identified as being provided in the adjoining Marylands Precinct;
- make settle-up monetary contributions to the Council that can then be used by the Council to deliver other infrastructure included in the Contributions Plan and required by the development; and
- embellish and dedicate to the Council over 36 hectares of land within riparian corridors in accordance with Council's Dedication of Riparian Corridors Policy.

This Explanatory Note provides a summary explanation and assessment of the proposed planning agreement.

The Explanatory Note has been prepared in accordance with the requirements for planning agreement explanatory notes contained in clause 25E of the EP&A Regulation. Various sections of this document refer to and respond to those requirements.

1. Preliminary

1.1 Background

The Camden Council and community are faced with a significant challenge. It is projected that the Camden Local Government Area will experience an increase in population from 50,000 to 250,000 over the next 25 years, mostly as a result of new housing in the South West Growth Centre.

Camden Council will be the lead agency responsible for ensuring that this development occurs in an orderly, economic and sustainable manner. In particular it will provide or oversee the delivery of most of the infrastructure supporting the new development including local and collector road networks, stormwater facilities, public open space land and recreation facilities, community facilities and environmental management works.

The Oran Park Precinct will accommodate a significant share of the development likely to occur in Camden LGA over the next 20 or so years. Landcom and Greenfield Development Company Pty Ltd (GDC) are jointly developing over 5,500 homes in the Precinct as well as the entire Oran Park Town Centre.

Council's Oran Park and Turner Road Precincts Section 94 Contributions Plan (2008) (the **Contributions Plan**) addresses the local infrastructure necessary to support future development at Oran Park. The infrastructure included in that plan forms the basis of a possible arrangement (i.e. a 'planning agreement') between Council and the developers. Rather than the developer paying Council the relevant development contributions, with Council then up-scaling its operations to deliver the necessary infrastructure, the agreement would provide that the developer deliver the focal infrastructure directly.

In addition to the land and works in the Contributions Plan, the planning agreement would also address the provision of other facilities, including land in riparian corridors.

For the purposes of the planning agreement, Landcom is developing part of the site in partnership with GDC. The Greenfields Development Company has formed a subsidiary company GDC 2, which will be responsible for developing the other part of the site. Leppington Pastoral Company Pty Ltd is a party to the proposed agreement because it is an owner of land to which the planning agreement applies.

1.2 Purpose of this document

This Explanatory Note provides a summary explanation of the proposed planning agreement between the parties.

Specific purposes of this Explanatory Note include the following:

- To provide relevant information for the Council to assess the developer's offer to dedicate land free of cost, provide material public benefits and pay monetary contributions in relation to the development of the Oran Park Precinct.
- To provide the community with a general outline of the scope and value of the developer's offer so as to assist them to understand the legal agreement and to enable them to make relevant comments during the period of public exhibition of the proposed planning agreement.

Planning Agreement Explanatory Note
Oran Park Urban Release Area
May 2011

- To satisfy the statutory obligations in the Environmental Planning and Assessment Act 1979 (EP&A Act and EP&A Regulation) for a 'plain English' Explanatory Note; and
- For general community information purposes.

This document should not be used in the place of the legal agreement and where there is a perceived or actual inconsistency, the legal agreement shall prevail.

1.3 What is a planning agreement?

Under section 93F(1) of the EP&A Act:

A planning agreement is a voluntary agreement or other arrangement under this Division between a planning authority (or 2 or more planning authorities) and a person (the developer):

(a) who has sought a change to an environmental planning instrument, or

(b) who has made, or proposes to make, a development application, or

(c) who has entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) or (b) applies,

under which the developer is required to dedicate land free of cost, pay a monetary contribution, or provide any other material public benefit, or any combination of them, to be used for or applied towards a public purpose.

The proposed planning agreement has been prepared under the above terms, specifically section 93F(1)(b) in that the developers propose to make a development application to Camden Council.

1.4 Purpose of planning agreements

A planning authority (including a council) and / or a developer may choose to use a planning agreement for a variety of reasons including the following:

- To mitigate the external impacts of development on surrounding land and communities.
- To increase the involvement of developers in determining the type, standard, location of such facilities and when facilities will be provided.
- As a flexible means of achieving tailored development outcomes and targeted public benefits.
- To provide enhanced and more flexible infrastructure funding and delivery opportunities for councils and other planning authorities.
- To enable public private partnerships to occur.¹

The proposed planning agreement has been prepared for most of the above the purposes.

¹ Section 6.2 of the Draft Local Development Contributions Guidelines, November 2009, prepared by the NSW Department of Planning

1.5 What is included in a planning agreement?

The EP&A Act (section 93F(3)) outlines the matters to be included in a planning agreement. These are listed below and responses to each of these issues are included in Part 2 of this Explanatory Note.

- a description of the land to which the agreement applies;
- a description of the development to which the agreement applies;
- the nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made;
- in the case of development, whether the agreement excludes (wholly or in part) or does not exclude the application of section 94, 94A or 94EF to the development;
- if the agreement does not exclude the application of section 94 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 94;
- a mechanism for the resolution of disputes under the agreement; and
- the enforcement of the agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer.

1.6 Requirement to prepare Explanatory Note

The EP&A Regulation (clause 25E) requires that the relevant council prepare an Explanatory Note that essentially provides a 'plain English' assessment and explanation of the planning agreement.

The matters required to be included in the Explanatory Note are addressed in Part 3 of this document.

Essentially, the Explanatory Note must:

- summarise the objectives, nature and effect of the proposed agreement; and
- contain an assessment of the merits of the proposed agreement.

The Explanatory Note is also required to explain how the agreement:

- promotes the public interest;
- promotes one or more of the elements of the Council's charter;
- serves a public purpose and provides a reasonable means of achieving that purpose; and
- conforms with Council's capital works program.

Planning Agreement Explanatory Note
Oran Park Urban Release Area
May 2011

1.7 Parties

The parties to the agreement are:

- Camden Council
- Greenfields Development Company Pty Ltd
- Greenfields Development Company No 2 Pty Ltd
- Landcom
- Leppington Pastoral Company Pty Ltd

All the parties have contributed to the preparation of this Explanatory Note.

2. Scope of the planning agreement

This Part of the Explanatory Note addresses, in summary notes, the minimum inclusions for a planning agreement included in section 93F of the EP&A Act.

2.1 Land

The Land the subject of the planning agreement is shown on the map included as Schedule 1 to the agreement.

The proposed agreement specifically excludes land that is to be developed by others, and where development contributions pursuant to the development thereon will be settled between the Council and those other developers. Land excluded from the agreement is shown on the map included as Schedule 1 to the agreement.

2.2 Development

Schedule 2 of the agreement describes the proposed development to which the agreement applies - that is:

Development of the Land for urban purposes, involving the subdivision of the Land to accommodate approximately 5,500 dwellings and non residential development, and associated infrastructure.

Some of the main elements of the development are as follows:

- A total of approximately 5,500 dwellings in low, medium and high density formats;
- A total projected incoming population in excess of 15,000 people;
- A total net developable area of about 409 hectares;
- An employment area located adjacent to The Northern Road; and
- A mix of land uses in the proposed Oran Park Town Centre.

2.2.1 Previous consents and agreements included

Prior to making the planning agreement offer, the developers had received development consents relating to the Land requiring section 94 contributions to be made, and had settled the section 94 contributions requirements with the Council in relation to some of those consents by way of works-in-kind agreements.

Those contribution requirements and works in kind agreements have been accounted for in this agreement, and those earlier agreements will be terminated from the date of this agreement.

2.3 Land, works and monetary contributions offered by the developers

2.3.1 Summary

The Contributions Plan sets out the scale of development anticipated in the Precincts and the infrastructure that is required to meet that development.

This project relates to only a portion of the land covered by the Contributions Plan.

A summary of the developers' offer follows:

- The developers offer to generally provide the land and works located on the Land that are identified in the Contributions Plan.
- The developers offer to provide land and works associated with particular facilities that the Contributions Plan identifies as being provided in the adjoining Marylands Precinct.
- The developers offer to make a cash contribution to the Council that is the amount calculated by the following general formula:

The total section 94 cash contribution calculated in accordance with the Contributions Plan

less

The total attributable value of the land and works to be provided by the developers (excluding riparian lands)

- The developers offer to make a cash contribution to the Council for the purposes of Contributions Plan and project management. The contribution amount will be 1/3 of the total project management costs attributable to the open space and recreation, community and transport management facilities to be provided by the developers as part of this agreement.
- The developers offer to implement a water cycle management strategy (including open water bodies, wetlands, bio retention and dry basins) that meets the outcomes for water cycle management contained in the Oran Park Precinct Development Control Plan. The scheme will be fully delivered by the developers at no cost to the Council.

Cash contributions made by the developers can then be used by the Council to deliver other infrastructure required by the development and included in the Contributions Plan.

2.3.2 Land and works included the Contributions Plan

The developers offer to provide a range of infrastructure on the subject land, broadly consistent with that identified in the Contributions Plan.

This Contributions Plan infrastructure (both land and works) includes the following:

- Open space and recreation facilities including a leisure centre, a sports park, a recreation and youth centre, one (1) double and one (1) single local playing field, five (5) children's playgrounds, seven (7) children's play spaces, 10,000 square metres of formal green spaces and over 20 hectares of other passive open space.
- Community facilities including a branch library and a multi-purpose community centre, but not including the fit-out of the branch library.

Planning Agreement Explanatory Note
Oran Park Urban Release Area
May 2011

- Roads and traffic management including construction of the local road network, enhancement as appropriate of regional network, signalised intersections, cycle-ways, bus stops and water crossings.
- Comprehensive water cycle management of the development site.

2.3.3 Land and works not included in the Contributions Plan

The developers also propose to embellish and dedicate to Council over 36 hectares of land within riparian corridors in accordance with Council's Dedication of Riparian Corridors Policy.

These facilities are not included in the Contributions Plan, however the developers are of the view that a more satisfactory arrangement is achieved by Council assuming responsibility of much of these lands, subject to appropriate handover arrangements.

2.3.4 Monetary contributions

In the absence of this agreement, the developers would have been required to pay the Council a monetary contribution towards local infrastructure.

The developers intend, as outlined in the agreement, to provide the works, or agreed equivalent works, as required under the Plan.

The difference between the developers' obligations under the Contributions Plan and the works to be provided by the developers will be paid as monetary contributions.

The monetary contributions payable by the developers are shown in Items 31, 32(a), 32(b) and 33 of Schedule 3 to the agreement, and may be summarized as follows:

- An amount of approximately \$18.7 million determined by deducting the contribution value of all the land and works (excluding water cycle management facilities) to be provided by the developers from the amount that the developers would otherwise have been required to pay under the Contributions Plan.
- An amount of approximately \$472,000 which is one third of the total project management costs incurred by GDC 1 in respect of all items involving works (excluding water cycle management facilities) to provided to the Council.
- An amount of approximately \$127,000 which is one third of the total project management costs incurred by GDC 1 in respect of all items involving works (excluding water cycle management facilities) to provided to the Council.
- An amount of approximately \$511,000 to be applied by the Council toward the provision of water cycle management facilities generated by the development of the Land but located outside of the Land.

Details regarding the staging of the payment of these amounts are included in Schedule 3 to the agreement.

2.3.5 Staging and implementation

Details of the proposed staging of the developers commitments are contained in the agreement, particularly clause 13, and Schedules 3 and 4.

2.3.6 Attachments to this Explanatory Note

Maps showing the location of the land and works included in the agreement, and spatial comparison against the requirements of the Contributions Plan, are included as Attachment A to this Explanatory Note.

Concept plans showing more detail on particular infrastructure items to be provided by the developers are included in Attachment B.

An analysis of the developers' offer of riparian corridor land against Council's Dedication of Riparian Corridors Policy is included as Attachment C.

2.4 Application of sections 94, 94A and 94EF of the EP&A Act

The planning agreement generally provides for the delivery of the infrastructure anticipated by the Contributions Plan applying to the Land.

It is therefore proposed that no section 94 contributions or section 94A levies will apply to any development on the Land that is approved by the consent authority after the date on which the agreement comes into effect.

Section 94EF of the EP&A Act relates to contributions made by developers to the State Government (or 'special infrastructure contributions'). The planning agreement does not address special infrastructure contributions and so the agreement does not affect the operation of section 94EF of the EP&A Act.

2.5 Dispute resolution and other provisions

The dispute resolution processes, expert determination and mediation, are outlined in clauses 32 and 33 of the agreement.

The agreement also includes a number of other clauses principally designed to protect the Council, these include provisions for Indemnity and Insurance, Financial Security, Recovery of costs if Council undertakes works and enforcement by the court. Refer to Part 5 of the agreement for details.

3. Assessment of the proposed planning agreement

This Part of the Explanatory Note responds to the requirements for explanatory notes included in clause 25E of the EP&A Regulation.

3.1 Objectives of the agreement

(Clause 25E(1)(a) of the EP&A Regulation)

The objectives of the planning agreement are as follows:

- To deliver the local infrastructure included in the Council's Contributions Plan that is demanded by the proposed development.
- To provide local infrastructure of a superior standard to that which the Council would be able to deliver by using section 94 contributions alone.
- To provide a vehicle for the earlier-than-anticipated delivery of key Contributions Plan recreation infrastructure (e.g. parts of the leisure centre) on the development site in conjunction with new lots, rather than waiting for the development of the adjoining Maryland's precinct.
- To continue into the future the infrastructure delivery partnership that has existed between Camden Council and the developers.
- To effectively utilise the developers' expertise in constructing new infrastructure and utilities networks for large urban release precincts.
- To shift the project risk of delivering local infrastructure from Council to the developers.
- To remove the need for piecemeal and incremental calculation of section 94 contributions with every affected development application.
- To maximise provision efficiencies by supporting the delivery of local infrastructure by the developer at the same time as Land is subdivided and developed.
- To lock-in the infrastructure program for a large part of the Oran Park Precinct, thereby allowing the Council to concentrate its planning effort on those parts of the Precinct that will need a 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 within the development site.

3.2 Nature and effect of the planning agreement

(Clause 25E(1)(a) of the EP&A Regulation)

The nature of the proposed planning agreement is that it is primarily a mechanism for implementing the Oran Park and Turner Road Precincts Section 94 Contributions Plan to the extent that the developers have an interest in that plan.

Planning Agreement Explanatory Note
Oran Park Urban Release Area
May 2011

The Contributions Plan set the scope or benchmark for infrastructure provision in the Oran Park Precinct and this planning agreement is a tool to enable its flexible implementation, insofar as it relates to the development of the Land..

This flexibility ensures that infrastructure is delivered in a timely manner, harmonising the delivery of public assets with the delivery of private assets.

3.3 Merits of the planning agreement

(Clause 25E(1)(a) of the EP&A Regulation)

The merits of the proposed planning agreement are evident in:

- its objectives (Part 3.1);
- its promotion of the public interest (Part 3.3.1);
- its promotion of the Council's charter (Part 3.3.2);
- its delivery of planning purposes (Part 3.3.3); and
- its delivery of Council's works program (Part 3.3.4).

3.3.1 Promotion of the public interest

(Clause 25E(2)(a) of the EP&A Regulation)

The public benefits to be secured by this planning agreement will flow from the achievement of the objectives described in Part 3.1 of the Explanatory Note.

By allowing the developers greater involvement in the timing and scope of the local infrastructure that affect their development, significant efficiencies will be achieved.

By ensuring that money is not wasted on managing the coordination of different works, the maximum possible benefit can flow to the future community.

The agreement increases efficiency and benefits the future community in the following ways:

- The agreement enables the delivery of a greater range and higher standard of local infrastructure in the Oran Park Precinct than may be achieved if the responsibility of delivery of public assets rested entirely with the Council.
- The agreement enables the delivery of local infrastructure solutions that improve on and provide greater community benefit than the solutions contained in the Contributions Plan. That is, the infrastructure to be provided will reflect more updated assessments of need and more contemporary infrastructure solutions than was envisaged when the Contributions Plan was prepared in 2008.
- The agreement also is likely to result in, over the development life, a significant reduction in the resources required by the parties to calculate and administer local infrastructure contributions associated with the development.
- The agreement relieves Council of the project risk associated with the provision of local infrastructure on the development site. Cost overruns, rather than being met by the Council or other developers in the Contributions Plan area, will be met by the other parties to this agreement.

Planning Agreement Explanatory Note
Oran Park Urban Release Area
May 2011

- The agreement allows the Council to concentrate its planning effort on those parts of the Precinct that will need a more proactive approach to infrastructure provision. Small landowners comprise a small, yet not insubstantial, portion of the Oran Park Precinct development. By entering into this agreement Council is relieved of the obligation of delivering infrastructure on the development site (which is more ably delivered by the developers) and can instead focus on providing infrastructure in Precinct locations where developers are less likely to directly provide that infrastructure.
- The development site's riparian corridor land will not only support environmental conservation objectives, but also is integral to the achievement of the Precinct's pedestrian and cycle access and water cycle management planning objectives. In addition, the land will directly interface with several kilometres of new housing areas. Appropriate and sustainable ongoing management of the riparian corridors, including the gradual handover of 36 hectares of corridor land to the Council and appropriate maintenance commitments by the developers, is considered to be in the wider community interest.

3.3.2 Promotion of the Council's charter

(Clause 25E(2)(d) of the EP&A Regulation)

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 this planning agreement would further each of the following elements of the charter:

Element of the Council's charter (s8 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 Council's adopted contributions plan and Dedication of Riparian Corridors Policy; and • the proposed agreement includes arrangements for the staged handover of completed facilities following a developers-sponsored maintenance period.
To exercise community leadership.	<p>The proposed agreement provides a potential basis for the Council to comprehensively deal with the local infrastructure needs of forthcoming other large developments in the South West Growth Centre.</p>
To promote and to provide and plan for the needs of children.	<p>The proposed agreement provides for the delivery of various facilities focused on the needs of children, including a leisure centre, library, various sports facilities, playgrounds and play spaces, recreation and youth centre, cycleways, safe signalised intersections, natural areas for exploring, and a multi-purpose facility.</p>

Planning Agreement Explanatory Note
Oran Park Urban Release Area
May 2011

Element of the Council's charter (s8 of the Local Government Act 1993)	How does the agreement promote the element?
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>The development site's more significant natural areas include its extensive riparian corridors. It is considered the most optimum and effective 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, around 90% of the development site's riparian corridor lands are proposed to become public assets via 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 than would be the case with 'business as usual'; and allows the most efficient means of delivering that infrastructure (i.e. by the developers).
To have regard to the long term and cumulative effects of its decisions.	<p>The development has a life of at least 15 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 Oran Park Precinct that will need a proactive approach to infrastructure provision.</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>The proposed agreement includes provisions placing asset maintenance obligations on the developers for a period after the work is completed.</p> <p>The proposed agreement also includes appropriate asset handover and defects liability provisions.</p>
To engage in long-term strategic planning on behalf of the local community.	<p>The proposed agreement spans at least a 15 year time frame, assuring the long-term provision and management of public assets and infrastructure.</p>
To exercise its functions in a manner that is consistent with and promotes social justice principles of equity, access, participation and rights.	<p>The proposed agreement creates spaces and places for public interaction and provides facilities for the delivery of public services to the local community.</p>

Planning Agreement Explanatory Note
Oran Park Urban Release Area
May 2011

Element of the Council's charter (s8 of the Local Government Act 1993)	How does the agreement promote the element?
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 Oran Park infrastructure. The contribution amounts reflect the total value of the balance of the infrastructure needs that will not be provided directly by the developer.

3.3.3 Planning purposes and the Objects of the EP&A Act

(Clause 25E(2)(a), (c) and (e) of the EP&A Regulation)

The planning purposes served by the planning agreement can best be addressed by reference to the objects in section 5 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, and sensitive environmental areas of, the new Oran Park Town
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, or (in the case of Major Facilities) at certain lot thresholds.
To encourage the provision of land for public purposes.	The proposed agreement includes provision of around 100 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 community 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 Oran Park Precinct development occurring sooner than would have been achieved with a business-as-usual approach.
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.	Refer to comments on ecologically sustainable development in Part 3.3.2.
To encourage ecologically sustainable development	Refer to comments on ecologically sustainable

Planning Agreement Explanatory Note
Oran Park Urban Release Area
May 2011

Objective of the EP&A Act (section 5)

How does the agreement promote the objective?

development in Part 3.3.2.

3.3.4 Conformity with Council's Works Program

(Clause 25E(2)(f) of the EP&A Regulation)

By adopting the Oran Park and Turner Road Precincts Section 94 Contributions Plan, Council effectively adopted the works included in that plan into its long term works program.

The proposed agreement is a vehicle for the Council to complete a significant part of its Oran Park works program in a more timely and efficient fashion.

3.3.5 Requirements to be complied with before a certificate is issued

(Clause 25E(2)(g) of the EP&A Regulation)

Schedule 3 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 particular Subdivision Certificate.

4. Conclusion

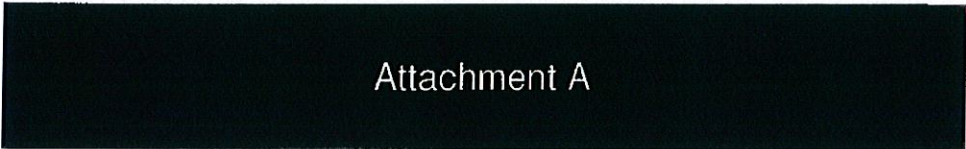
The owners and developers of certain land in the Oran Park Precinct propose to enter into a planning agreement with Camden Council to provide land, works and monetary contributions supporting the delivery of necessary local infrastructure to sustain development in the Oran Park Precinct and the wider South West Growth Centre.

There are many advantages in pursuing a planning agreement approach to achieve the delivery of the required local infrastructure instead of the traditional approach of making contributions under section 94 of the EP&A Act. These advantages include:

- timely completion of many infrastructure items in the Contributions Plan;
- utilising the basic efficiency of having local infrastructure delivered by the developer at the same time as land is subdivided and developed;
- earlier-than-anticipated delivery of key Contributions Plan recreation infrastructure (e.g. parts of the leisure centre and sports park).
- a more flexible contributions arrangement that responds to evolving design process and the developer's intentions for the land;
- utilisation of the developers' expertise in infrastructure provision;
- shifting the infrastructure project risk from Council to the developers;
- locking-in the local infrastructure that will be provided for this large development site, thereby allowing the Council to concentrate its planning effort on those parts of the Oran Park Precinct that will need a more proactive approach to infrastructure provision;
- streamlining contributions arrangements and minimising the resources required to manage development contributions over the life of the development; and
- providing clarity for the Council and the community on the future development and management of riparian corridors on the development site.

Attachments

- | | |
|--------------|--|
| Attachment A | Maps showing the location of land and works offered, and spatial comparison against the requirements of the Contributions Plan |
| Attachment B | Concept plans of infrastructure items |
| Attachment C | Analysis of the developers' offer of riparian corridor land against Council's Dedication of Riparian Corridors Policy |



Attachment A

Contributions Plan Comparison

May 2011

Oran Park Urban Release Area Planning Agreement Summary of Developer Offer and Consistency with Contributions Plan

Local Infrastructure Type/ Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
Open Space and Recreation			
Leisure centre	<p>A leisure centre on Marylands Precinct covering an area of 10ha.</p> <p>Components:</p> <ul style="list-style-type: none"> ▪ 25m lap pool (with space available to accommodate a future expansion to a 50m pool, which may be constructed if alternate funds become available, such as grants or contributions from other areas); ▪ Free form leisure pool and teaching pool; ▪ Two (2) court hall; ▪ Sports oval with grandstand; ▪ Athletics track; ▪ Three (3) training ovals; ▪ Two (2) multi-purpose fields; ▪ Six (6) Netball/ tennis courts; ▪ Four (4) practice nets; ▪ Fitness Centre; ▪ Amenities; ▪ Crèche centre; ▪ Public art component at 2% of base building cost included. 	<p>Elements of the Contributions Plan leisure centre are proposed are proposed to be provided on a 1.1ha site in the town centre, that is:</p> <ul style="list-style-type: none"> ▪ A 25m pool (or potentially a 50m pool depending on the outcomes of a demand analysis); ▪ Free form leisure pool and teaching pool; ▪ Two (2) court hall / auditorium; ▪ Fitness Centre; ▪ Crèche centre; ▪ Public art component at 2% of base building cost included. 	<p>The following elements would not be provided and are expected to still be required on a site in Marylands Precinct:</p> <ul style="list-style-type: none"> ▪ Sports oval with grandstand; ▪ Athletics track; ▪ Three (3) training ovals; ▪ Two (2) multi-purpose fields; ▪ Six (6) Netball/ tennis courts; ▪ Four (4) practice nets; ▪ Amenities
Recreation and Youth Centre	<p>A recreation and youth centre on a 1.5ha site adjacent to the Oran park town centre. Building GFA of 3,000sqm.</p>	<p>A recreation and youth centre on a 0.77ha site adjacent to the town centre, with the facility inclusions that were</p>	<p>All of the facilities proposed in the Contributions Plan can be provided</p>

Local Infrastructure Type/ Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
Sports Parks	<p>Components:</p> <ul style="list-style-type: none"> ■ Indoor rock climbing wall; ■ Two court sports hall. Could be used as two basketball courts or hall for 1,500 people; ■ youth activity rooms with wooden floor for dance, martial arts and drama classes; ■ cultural activities rooms; ■ BMX and skate facility; ■ Kitchen, amenities, storage, first aid room; ■ Public art component at 2% of base building cost. <p>One sports park (comprising two (2) grounds) on a 12 ha site in the Maryland's Precinct.</p> <p>Ground 1 Specification:</p> <ul style="list-style-type: none"> ■ Playground: 0.2ha ■ Multi-purpose fields (hockey, league, union, soccer): 4.0ha; ■ Netball/tennis courts x6: 0.51ha ■ Parking: 1.0ha; ■ Practice nets x4: 600m² ■ Amenities and club room: 850m² 	<p>listed in the Contributions Plan.</p> <p>The BMX/skate facility will be provided on passive open space land adjoining this site.</p> <p>The contained site area for the facility will be 0.93ha.</p>	<p>on a site that is smaller than that which was originally proposed.</p>
	<p>One (1) of the 2 sports parks, instead of being provided in the Maryland's Precinct, is to be provided on a 5.8ha site in the south-central part of the Oran Park Precinct. This sports park's inclusions generally reflect the specification for Sports Park Ground 1 in the Contributions Plan.</p>	<p>The remaining sports park (identified as Ground 2 in the Contributions Plan) would still be required to be provided on a site in the Maryland's Precinct.</p>	
Playing fields	<p>Two parks, 2.7ha each (total 5.4ha) proposed to be provided in the Oran Park Precinct, with one of these shown on the Landcom / GDC site.</p> <p>Components:</p> <ul style="list-style-type: none"> ■ 2 multipurpose fields or 1 cricket/AFL ovals; ■ 2 tennis/netball courts; ■ 2 half court basketball courts; 	<p>One park meeting the Contributions Plan specification is to be provided on a site north west of the town centre.</p> <p>An additional single playing field is to be provided on a site to the south of the town centre (within 'Wayne Gardner Reserve').</p> <p>The total area of the land containing these playing fields is 6.98ha.</p>	<p>The second of the Contributions Plan's double playing fields would still need to be provided in the Oran Park Precinct west of The Northern Road.</p> <p>An additional playing field above the Section 94 Plan requirements is to be provided, known as 'Wayne'</p>

Local Infrastructure Type/ Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
Children's playgrounds	<ul style="list-style-type: none"> ▪ Lights for training; ▪ Amenity building with change rooms, storage and meeting room; ▪ Parking. <p>Contributions Plan identified four (4) of these facilities being provided on land in the Cran Park Precinct east of The Northern Road.</p> <p>Land area 3,000m² for each (total 1.2ha).</p>	<p>Five (5) playgrounds proposed to be provided in the Landoom / GDC area.</p> <p>A total area of 1.34ha will be dedicated to the Council for this purpose.</p>	<p>Gardner Reserve.</p> <p>Detailed planning of the development area has found that a greater number of these facilities would be required by the future community.</p> <p>A further 2 playgrounds identified in the Contributions Plan will need to be provided on land west of The Northern Road using section 94 contributions collected across the Precinct.</p>
Children's play-spaces	<p>Contributions Plan identified four (4) of these facilities being provided on land in the Cran Park Precinct east of The Northern Road.</p> <p>Land area 3,000m² for each (total 1.2ha).</p>	<p>Seven (7) play spaces proposed to be provided in the Landoom / GDC area.</p> <p>A total area of 2.06ha will be dedicated to the Council for this purpose.</p>	<p>Detailed planning of the development area has found that a greater number of these facilities would be required by the future community.</p> <p>A further 2 play spaces identified in the Contributions Plan will need to be provided on land west of The Northern Road using section 94 contributions collected across the Precinct.</p>
Community parks / green spaces	<p>Minimum 5,000m² (0.5ha) in size (total 10,000m²); one each in Cran Park Town Centre and one west of The Northern Road.</p>	<p>One area of 10,000sqm and meeting the Contributions Plan specifications is proposed in the Cran Park town centre.</p>	<p>The second of the Contributions Plan Community parks / green spaces would still need to be provided in the Cran Park Precinct west of The Northern Road.</p>

Local Infrastructure Type / Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes															
Other passive open space and other passive open spaces (riparian style) (Contributions Plan references CSR4.2 and CSR4.5)	<p>The following table sets out the Contributions Plan requirements for the entire Cran Park Precinct:</p> <table border="1" data-bbox="564 1151 719 1525"> <thead> <tr> <th>Published plan</th> <th>Adjusted amount advised by Council*</th> </tr> </thead> <tbody> <tr> <td>CSR4.2</td> <td>16.5ha</td> </tr> <tr> <td>CSR4.5</td> <td>4.3ha</td> </tr> </tbody> </table> <p>* Information provided by Council officers in the document 'Cran Park and Turner Road open space calcs v4.xls' on 8/4/10</p> <p>The following table sets out the Contributions Plan allocation to the Landoom / GDC lands:</p> <table border="1" data-bbox="868 1196 1023 1525"> <thead> <tr> <th>Adjusted amount advised by Council*</th> </tr> </thead> <tbody> <tr> <td>CSR4.2</td> <td>13.2ha</td> </tr> <tr> <td>CSR4.5</td> <td>4.3ha</td> </tr> </tbody> </table> <p>Therefore, it was envisaged that a total area of approximately 17.5ha for these 2 types of open space was envisaged by the Contributions Plan for Landoom / GDC land.</p>	Published plan	Adjusted amount advised by Council*	CSR4.2	16.5ha	CSR4.5	4.3ha	Adjusted amount advised by Council*	CSR4.2	13.2ha	CSR4.5	4.3ha	<p>A total of 20.39 ha of these categories of passive open spaces are proposed.</p> <p>The categories have been combined to reflect more detailed planning that concludes that some CSR4.2 areas more closely resemble CSR4.5 areas. The break-up is as follows:</p> <table border="1" data-bbox="724 882 810 1066"> <tbody> <tr> <td>CSR4.2</td> <td>12.21ha</td> </tr> <tr> <td>CSR4.5</td> <td>8.18ha</td> </tr> </tbody> </table>	CSR4.2	12.21ha	CSR4.5	8.18ha	<p>The proposed large area of the Town Centre park is in keeping with the expected high use of this facility in a town centre context.</p> <p>The amount of CSR4.2 land is understated or alternatively categorised, due to the following:</p> <ul style="list-style-type: none"> Areas that were identified as CSR4.2 in the Contributions Plan are now designated CSR4.5 because of their proximity to riparian corridors. There are residual areas around the playing fields that could be accounted for in the CSR4.2 category but have instead been allocated to playing fields. <p>Combined, the amount of land offered for CSR4.2 and CSR4.5 purposes exceeds the Contributions Plan allocation by almost 3 hectares (20.39ha v 17.5ha).</p>
Published plan	Adjusted amount advised by Council*																	
CSR4.2	16.5ha																	
CSR4.5	4.3ha																	
Adjusted amount advised by Council*																		
CSR4.2	13.2ha																	
CSR4.5	4.3ha																	
CSR4.2	12.21ha																	
CSR4.5	8.18ha																	
Other sub categories not provided for in VPA	CSR4.3 and 4.5; these items are located west of The Northern Road.																	
Community Facilities																		

Local Infrastructure Type/ Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
Branch library/ Community resource centre	A branch library/ community resource centre 6,805m ² of land and 2,722m ² floor area on a site in the Cran Park town centre comprising library (1,577m ²), community floor space (741m ²) and local cultural space (404m ²). Public art component at 2% of base building cost.	A branch library/ community resource centre building shell on a site of 6,805m ² in the Cran Park Town Centre.	Fit-out of the facility to be arranged by Council.
Multi-purpose community centre	Two multi-purpose community centres, with the one east of the Northern Road situated in the north eastern part of the Precinct. The total site area of both facilities comprises 2,255m ² and the total floor area 902m ² . Public art component at 2% of base building cost.	One multi-purpose community centre in the general location identified in the Contributions Plan, and provided to Council's specification.	
Roads & Traffic Management			
Urban Roads	<ul style="list-style-type: none"> ▪ Southern Boulevard east of Cran Park town centre ▪ East West Road 2 ▪ Transit Boulevard 	The roads are to be provided to the Contributions Plan specification, where they traverse GDC 1 or GDC 2 land.	
Rural Roads	Upgrade Cobbitty Road and The Northern Road intersection.	The length of Cobbitty Road that abuts the GDC 1 and GDC 2 land will be upgraded in accordance with the Contributions Plan requirements.	
Signalized Intersections	6 intersections to be provided on Landbom/ GDC land.	6 intersections to be provided in the general locations shown on the Contributions Plan.	
Cycleways	Approximately 10,000 metres of cycleway throughout the Precinct, with at least 7,000 metres of this length shown to be provided within the Landbom/ GDC landholding generally along riparian corridors.	All cycleways addressing the Contributions Plan requirements in the locations identified in the plan plus extensions connecting these links to the residential areas and town centre.	
Bus stops	24 stops shown for Cran Park Precinct in the Contributions Plan—precise locations not specified.	16 stops to be provided in locations to be determined in a bus servicing strategy for the GDC 1 and GDC 2 land.	
Water crossings	Various types and numbers of crossings are shown in the	The internal crossings that are located entirely within the	The remaining water crossings are

Local Infrastructure Type/ Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
	Contributions Plan, i.e.: T6.1 x 3; T6.2 x 1; T6.3 x 1; T6.4 x 2; T6.5 x 2	Land, i.e. 1 x crossing type T6.3 and 1 x crossing type T6.5 identified in the Contributions Plan. Total 2 of the 9 water crossings identified in the Contributions Plan.	either located on land outside the GDC 1 or GDC 2 land, or interface with land outside the Cran Park Precinct.
Other sub categories not provided for in VPA	The following infrastructure is located outside of the Landcom/ GDC development area: <ul style="list-style-type: none"> ▪ East West Road 1 ▪ Southern Boulevard West of Cran Park town centre ▪ Roundabouts ▪ Upgrade rural roads west of The Northern Road 		
Water Cycle Management	Wetlands, bioretention and pipework, including both land and works specified in the report <i>Draft Cran Park WSUD Strategy</i> , Report for Growth Centres Commission, March 2007, prepared by Ecological Engineering (2007)	The developers intend to deliver a modified water cycle management strategy. In broad terms, the modified strategy: <ul style="list-style-type: none"> ▪ still achieves the water outcomes and objectives for each sub-catchment that area embodied in the Contributions Plan; and ▪ incorporates a range of engineering devices including open water bodies, wetlands, bioretention and dry basins (pipework has been deleted from the Contributions Plan scheme). 	More details on the VPA water cycle management strategy are included in an attachment to the Explanatory Note.
Riparian corridors	Details attached to the Explanatory	However, all works are to be provided in accordance with an adopted Water Cycle Management Strategy.	Details included as Attachment C to the Explanatory Note

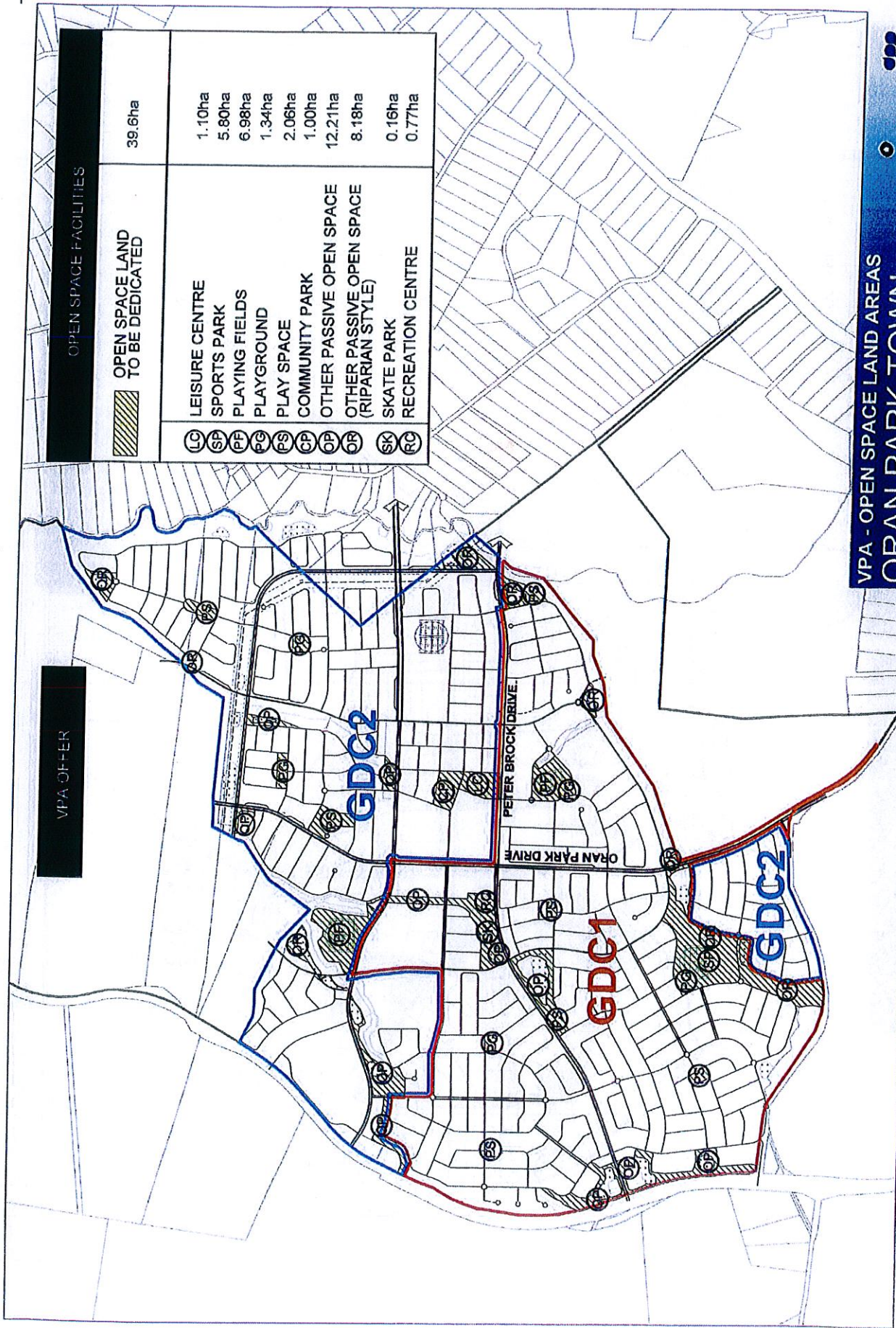
.7

Local Infrastructure Type/ Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
Note			

May 2011

Oran Park Urban Release Area Planning Agreement Summary of Developer Offer and Consistency with Contributions Plan

Local Infrastructure Type / Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
<p>Open Space and Recreation</p> <p>Leisure centre</p>	<p>A leisure centre on Marylands Precinct covering an area of 10ha.</p> <p>Components:</p> <ul style="list-style-type: none"> ▪ 25m lap pool; ▪ Free form leisure pool and teaching pool; ▪ Two (2) court hall; ▪ Sports oval with grandstand; ▪ Athletics track; ▪ Three (3) training ovals, ▪ Two (2) multi-purpose fields; ▪ Six (6) Netball/ tennis courts; ▪ Four (4) practice nets; ▪ Fitness Centre; ▪ Amenities; ▪ Crèche centre; ▪ Public art component at 2% of base building cost included. 	<p>Elements of the Contributions Plan leisure centre are proposed to be provided on a 1.1ha site in the town centre, that is:</p> <ul style="list-style-type: none"> ▪ A 25m pool (or potentially a 50m pool depending on the outcomes of a demand analysis); ▪ Free form leisure pool and teaching pool; ▪ Two (2) court hall / auditorium; ▪ Fitness Centre; ▪ Crèche centre; ▪ Public art component at 2% of base building cost included. 	<p>The following elements would not be provided and are expected to still be required on a site in Marylands Precinct:</p> <ul style="list-style-type: none"> ▪ Sports oval with grandstand; ▪ Athletics track; ▪ Three (3) training ovals, ▪ Two (2) multi-purpose fields; ▪ Six (6) Netball/ tennis courts; ▪ Four (4) practice nets; ▪ Amenities
<p>Recreation and Youth Centre</p>	<p>A recreation and youth centre on a 1.5ha site adjacent to the Oran park town centre. Building GFA of 3,000sqm.</p> <p>Components:</p> <ul style="list-style-type: none"> ▪ Indoor rock climbing wall; 	<p>A recreation and youth centre on a 0.77ha site adjacent to the town centre, with the facility inclusions that were listed in the Contributions Plan.</p>	<p>All of the facilities proposed in the Contributions Plan can be provided on a site that is smaller than that which was originally proposed.</p> <p>The BMX/skate facility will be</p>



VPA OFFER

OPEN SPACE FACILITIES

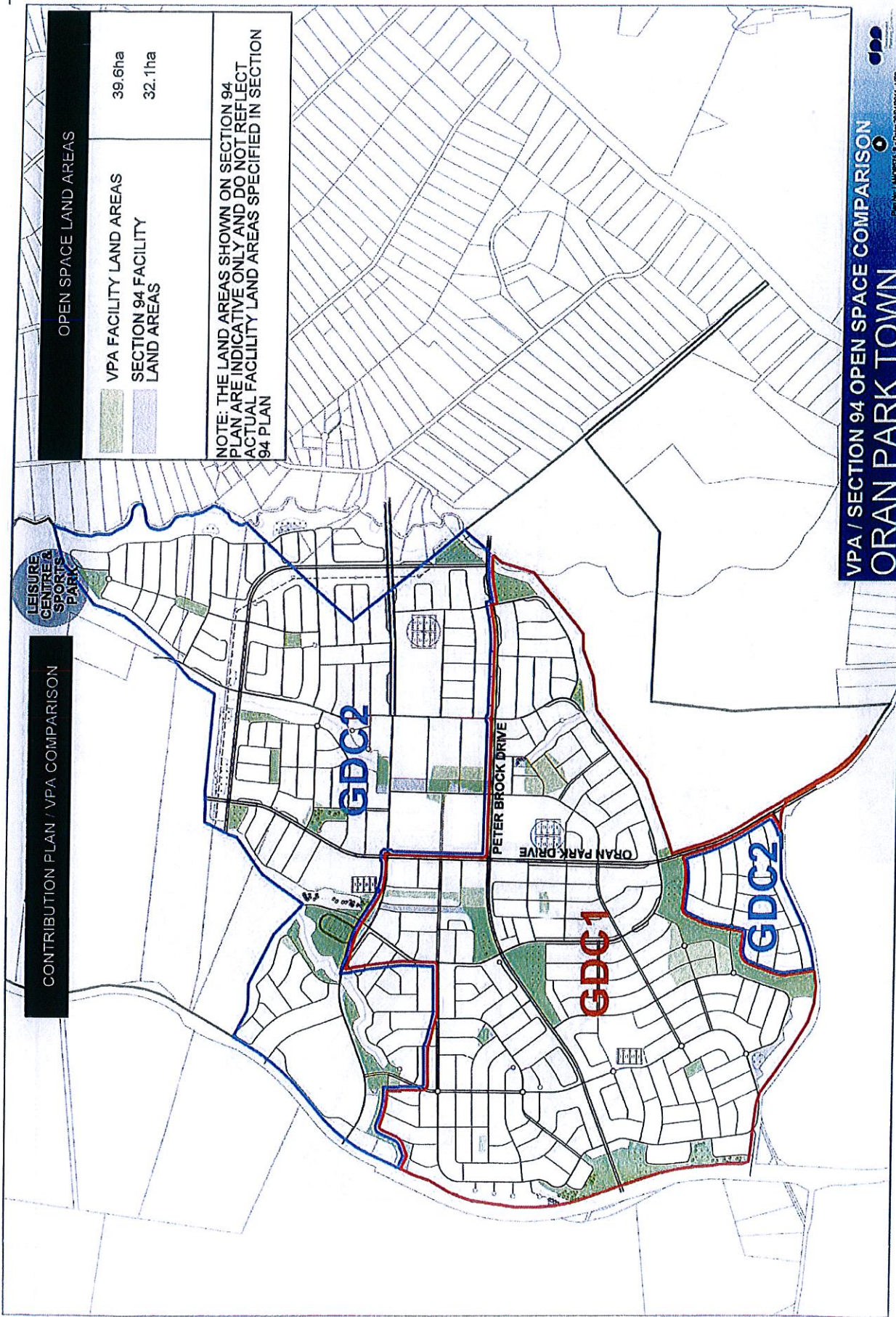


OPEN SPACE LAND TO BE DEDICATED

39.6ha

LC	LEISURE CENTRE	1.10ha
SP	SPORTS PARK	5.80ha
PF	PLAYING FIELDS	6.98ha
PG	PLAYGROUND	1.34ha
PS	PLAY SPACE	2.06ha
CP	COMMUNITY PARK	1.00ha
OP	OTHER PASSIVE OPEN SPACE	12.21ha
OR	OTHER PASSIVE OPEN SPACE (RIPARIAN STYLE)	8.18ha
SK	SKATE PARK	0.16ha
RC	RECREATION CENTRE	0.77ha

VPA - OPEN SPACE LAND AREAS
ORAN PARK TOWN



CONTRIBUTION PLAN / VPA COMPARISON

LEISURE CENTRE SPORTS PARK

GDC2

GDC1

GDC2

PETER BROCK DRIVE

ORAN PARK DRIVE

OPEN SPACE LAND AREAS

VPA FACILITY LAND AREAS

SECTION 94 FACILITY LAND AREAS

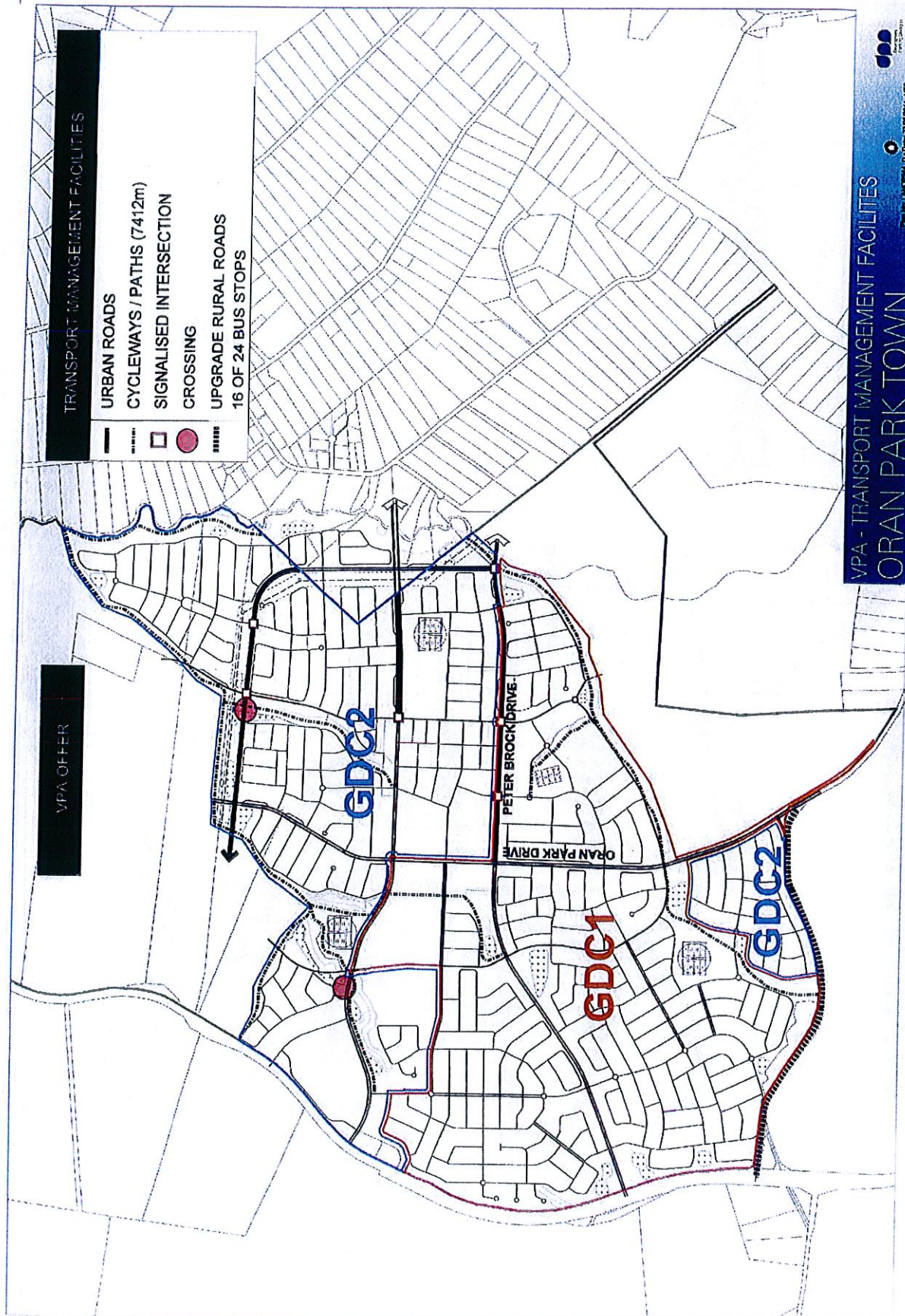
39.6ha
32.1ha

NOTE: THE LAND AREAS SHOWN ON SECTION 94 PLAN ARE INDICATIVE ONLY AND DO NOT REFLECT ACTUAL FACILITY LAND AREAS SPECIFIED IN SECTION 94 PLAN

VPA / SECTION 94 OPEN SPACE COMPARISON
ORAN PARK TOWN



Plan No. LAMP/27.3 - Date: 28/02/11 - WTS



TRANSPORT MANAGEMENT FACILITIES

- URBAN ROADS
- CYCLEWAYS / PATHS (7412m)
- SIGNALISED INTERSECTION
- CROSSING
- UPGRADE RURAL ROADS
- 16 OF 24 BUS STOPS

VPA OFFER

GDC2

GDC1

GDC2

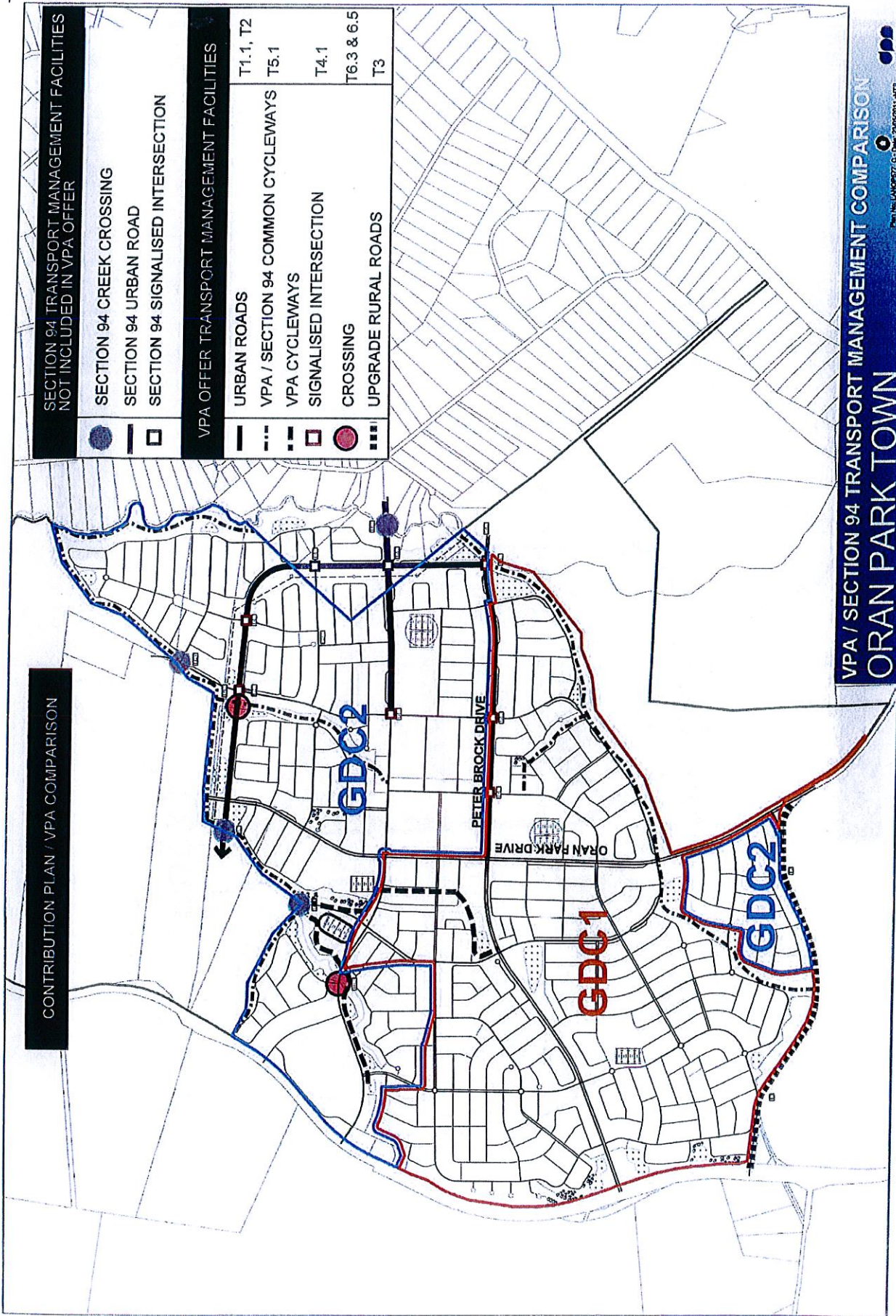
PETER BROCK DRIVE

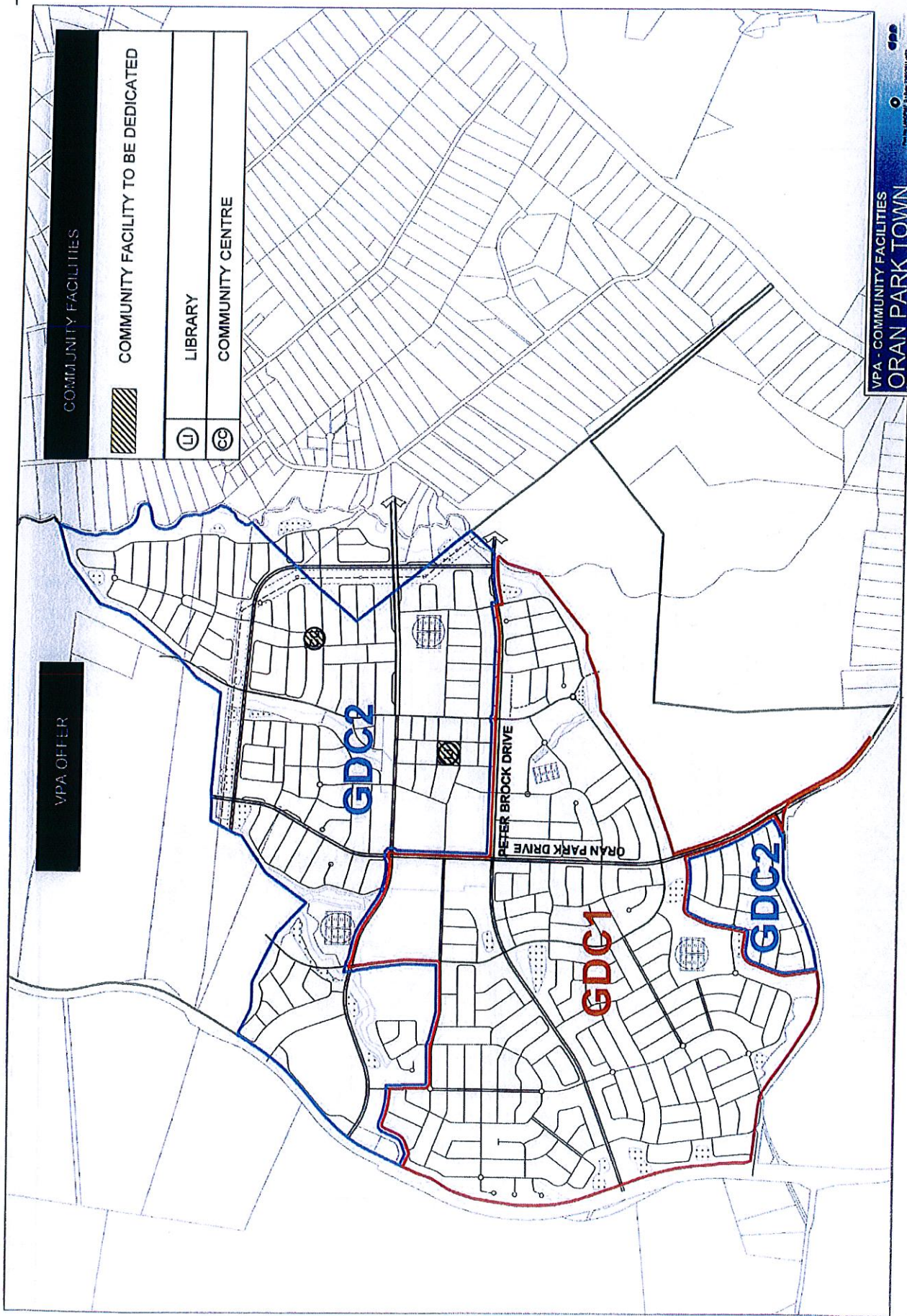
ORAN PARK DRIVE

VPA - TRANSPORT MANAGEMENT FACILITIES
ORAN PARK TOWN



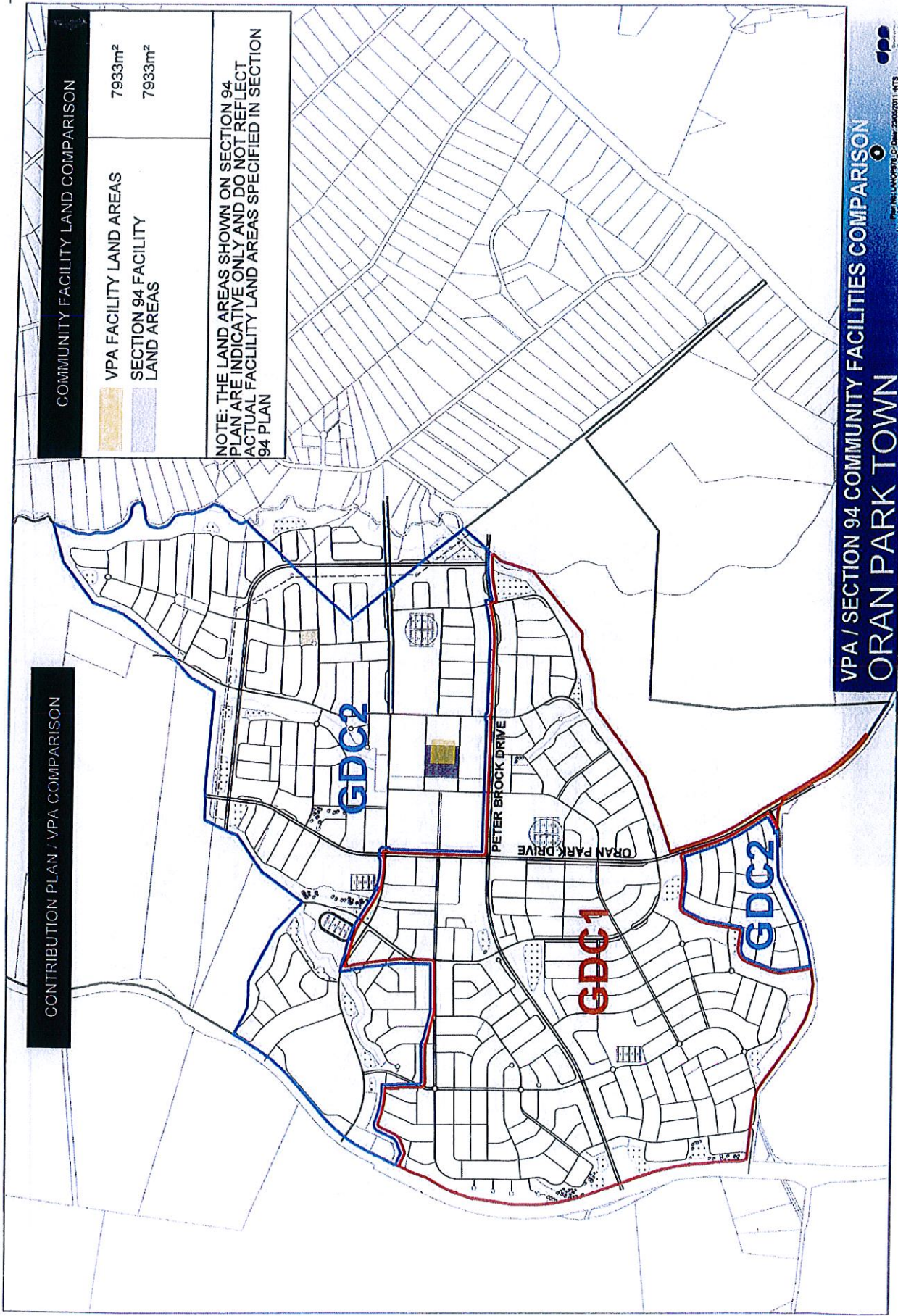
Transport Management Facilities
Oran Park Town

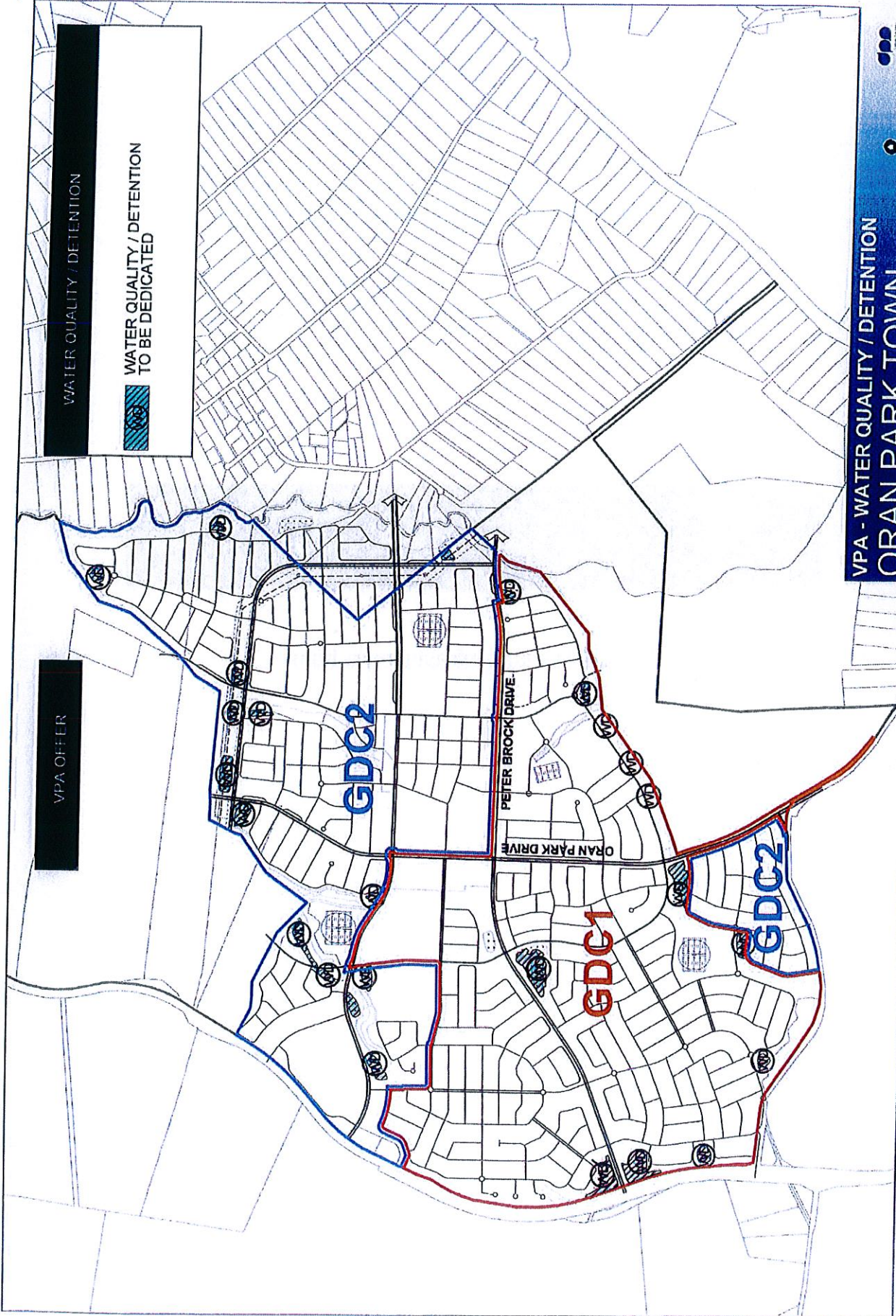




VPA OFFER

COMMUNITY FACILITIES	
	COMMUNITY FACILITY TO BE DEDICATED
	LIBRARY
	COMMUNITY CENTRE





VPA - WATER QUALITY / DETENTION
ORAN PARK TOWN



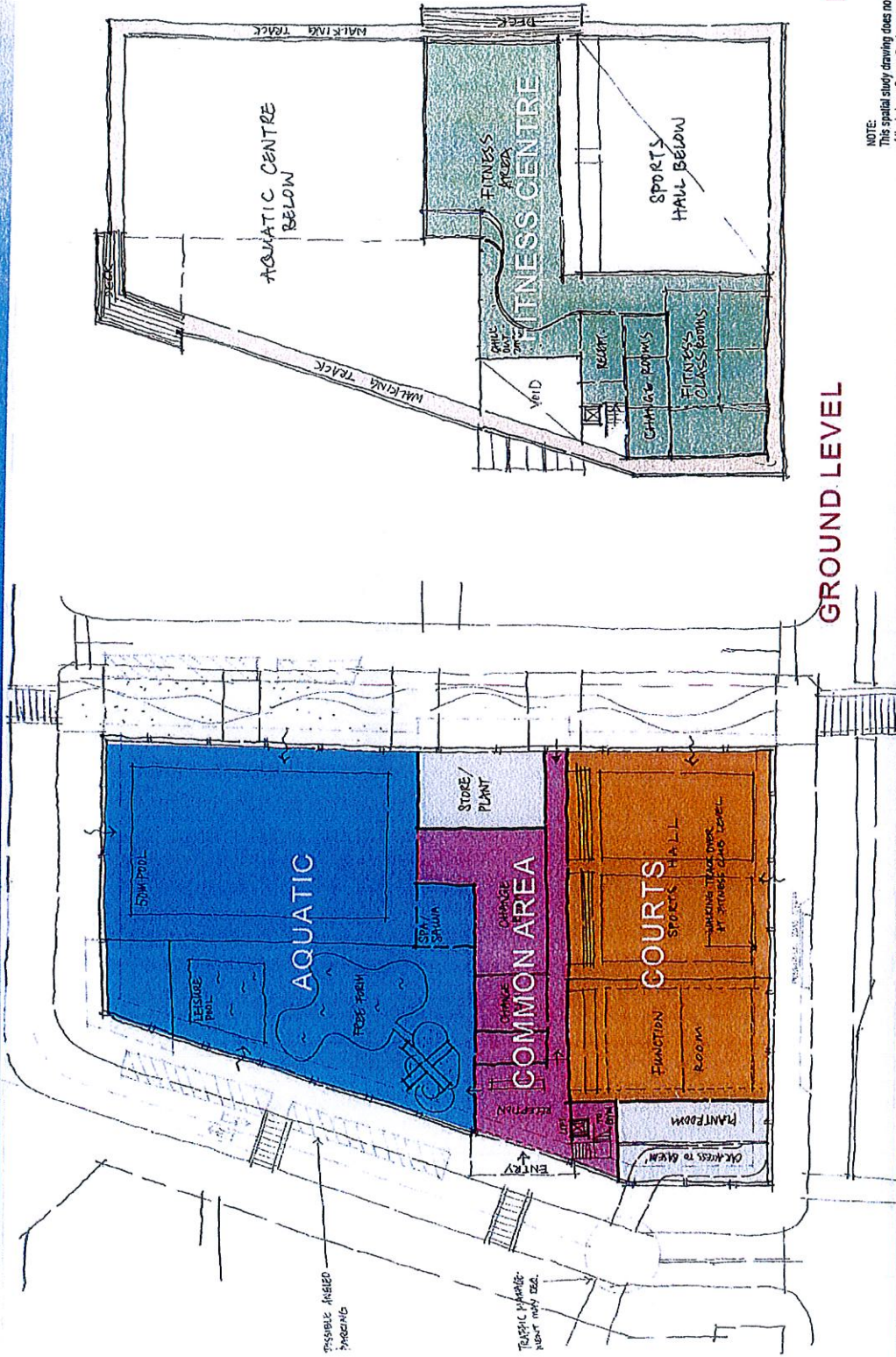
Attachment B

Concept Plans of Infrastructure Items

LEISURE CENTRE CONCEPT PLAN

leisure centre - spatial studies

SK 03 [B]



LEVEL 1

GROUND LEVEL

NOTE: This spatial study drawing does not represent the architectural design of the Leisure Centre. Design brief yet to be provided by the clients.

LEISURE CENTRE SPATIAL STUDIES

SK-03 [B]

DATE: 15 FEBRUARY 2010

PROJECT: ORAN PARK TOWN MASTERPLAN

BUCHANAN

ORAN PARK TOWN MASTERPLAN

PLAYGROUND CONCEPT LAYOUT



TRANCHE 3
STAGE 4
FUTURE LOTS

ROAD NO. 322

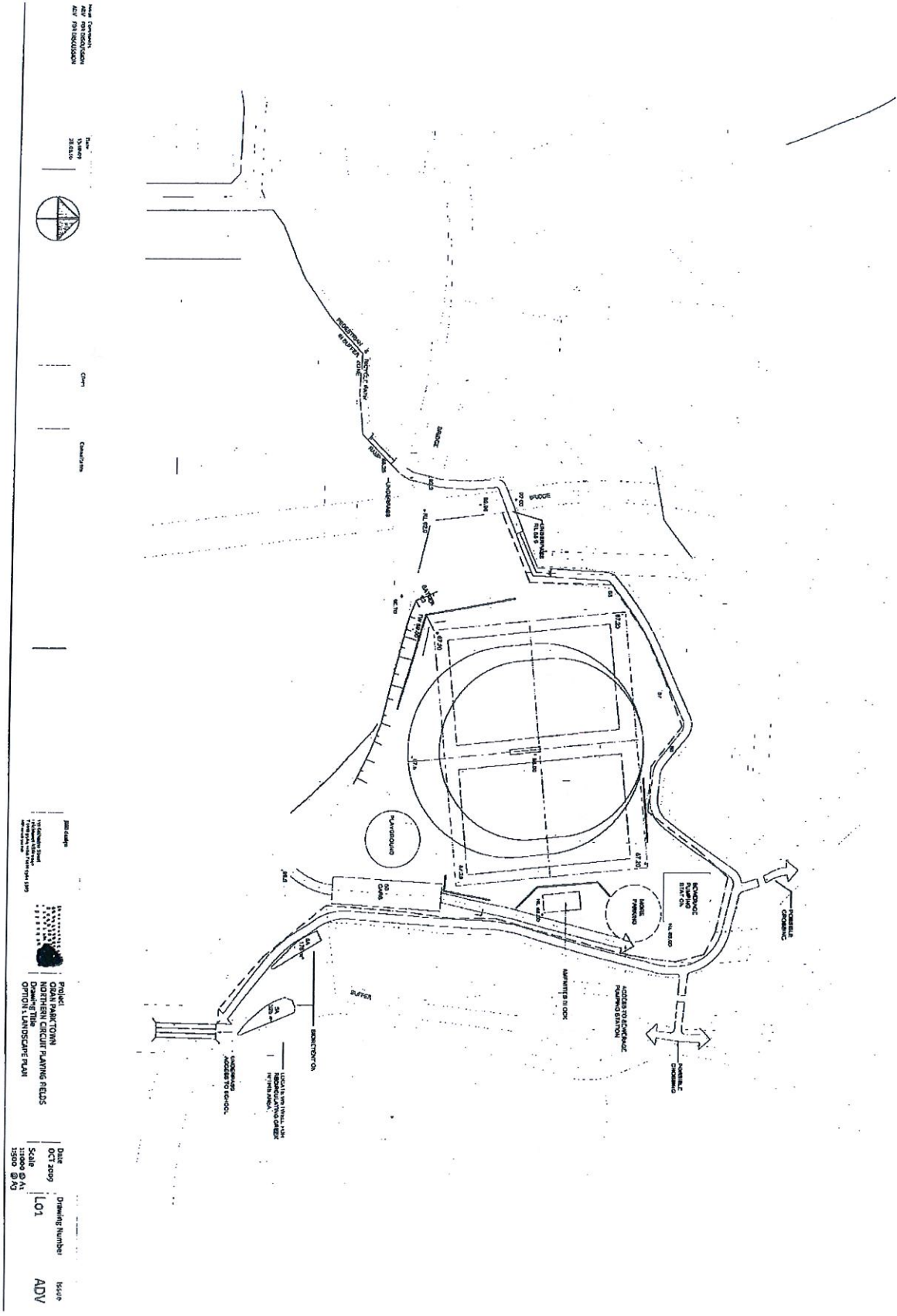
ROAD NO. 326

LEGEND

- 1. Park Entries
- 2. Concrete paths
- 3. Circuit path
- 4. Kickaround grass area
- 5. Decomposed granite
- 6. Seating tables under timber and steel pergola
- 7. Concrete seating wall
- 8. Softfall Mulch
- 9. Rubber softfall
- 10. Toddler playground with swing, slide & climb element, springers and junior spinners.
- 11. Seating under existing trees
- 12. Nature play area including boulders, stepping stones, timber balance beams
- 13. Precast concrete stepping stones providing access to future residential lots Tranche 3 Stage 4.
- 14. Mass planting areas with native grasses, shrubs and groundcovers.
- 15. Turf
- 16. Existing trees retained (7)
- 17. Proposed trees
- 18. Proposed street trees refer Tranche 3 Stages 1B, 2 & 3 Landscape Masterplan (LD301-2/3)

<p>Scale: 1:1000</p> <p>North Arrow</p>	<p>Client: CHRYSLER FINANCIAL GROUP</p> <p>Project: TRANCHE 3 STAGES 1B, 2 & 3</p> <p>Location: ROAD NO. 326</p>	<p>Drawn: [Signature]</p> <p>Checked: [Signature]</p> <p>Approved: [Signature]</p>	<p>Scale: 1:1000</p> <p>North Arrow</p>
---	---	---	---

PLAYING FIELD CONCEPT LAYOUT



SPORTS PARK CONCEPT LAYOUT



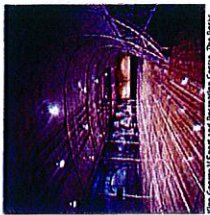
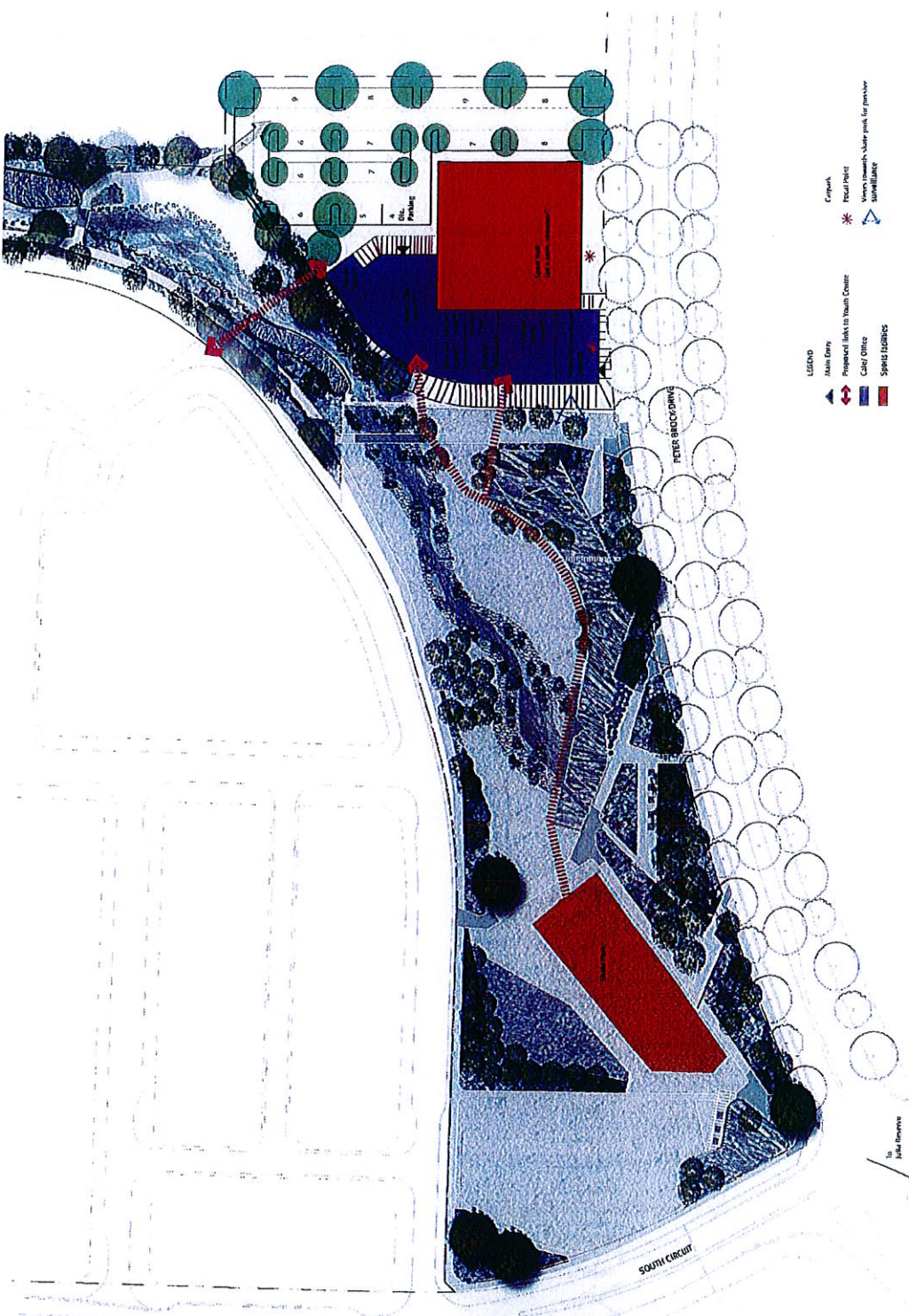
SPORTS PARK CONCEPT LAYOUT
ORAN PARK

© 2019 by [unreadable] All rights reserved. All other rights reserved. [unreadable]

105

YOUTH AND RECREATION CENTRE
CONCEPT LAYOUT

ORAN PARK TOWN - YOUTH AND RECREATION CENTRE CONCEPT PLAN



Long Gully Youth and Recreation Centre, The Hub



Long Gully Youth and Recreation Centre, The Hub



Henry Sports and Recreation Centre



Capetown Sports and Recreation Centre

- LEGEND**
- ▲ Main Entry
 - ↔ Proposed Link to Youth Centre
 - ☐ Café Office
 - Sports Facilities
 - ▴ Carpark
 - ★ Local Point
 - ▶ Viewpoints/State park for passive surveillance

111 Colson Street
 1010 Newmarket Auckland
 09 480 0800
 www.jamesmatherdobson.co.nz

James Mather Dobson Design
 Architects
 Planners
 Engineers
 Interiors
 Urban Designers

111 Colson Street
 1010 Newmarket Auckland
 09 480 0800
 www.jamesmatherdobson.co.nz

111 Colson Street
 1010 Newmarket Auckland
 09 480 0800
 www.jamesmatherdobson.co.nz

Scale	Drawn by	Checked by	Approved by	Date	Revision	Task
1:500						LOD 1
1:1000						A

Attachment C

Riparian Corridor Assessment

May 2011

Offer to enter into a Voluntary Planning Agreement for the Embellishment and Dedication of Riparian Corridors in the Oran Park Precinct

Background

Landcom and Greenfields Development Company (GDC) (the developers) have commenced negotiations to enter into a voluntary planning agreement (VPA) under section 93F of the Environmental Planning and Assessment Act 1979 regarding its development within the Oran Park Precinct.

The VPA focuses on the developer's provision of land and works to satisfy section 94 contributions obligations that have been / will be incurred in relation to the subdivision and development of land in the Precinct.

The development area includes substantial linear areas of riparian corridor land. The extent of this land is shown in the attached map. These areas integrate with the water cycle management and open space networks established in the section 94 contributions plan for the Precinct.

The developers consider that effective long term management of the riparian corridors land in the Precinct will be achieved if the land is embellished and dedicated to Camden Council in accordance with its standards, specifications and policies.

Council's Dedication of Riparian Corridors Policy 1.18 states that a VPA is required to be entered into between the Council and the developers to enable this to occur.

This document:

- sets out the proposal to enter into a VPA regarding riparian corridors land;
- responds to the requirements contained in Council's Dedication of Riparian Corridors Policy 1.18 as they relate to the VPA offer; and
- establishes a case for the Council to agree to enter into the VPA.

..12

Council's policy

Council's Dedication of Riparian Corridors Policy 1.18 establishes "the terms and conditions upon which Council will consider proposals to accept dedication of riparian corridor land to Council".

The policy also states as follows:

The onus will be on the proponent to demonstrate that any proposal to dedicate a riparian corridor to Council complies with this Policy, in particular with regard to demonstrating that the on-going costs and activities for Council of managing and maintaining the land will be minimal.

It is proposed that the riparian corridors land to be dedicated to Council will form an extension to the Oran Park Precinct open space network identified in the Oran Park and Turner Road Precincts Section 94 Contributions Plan adopted by the Council in 2008.

The policy states that Council may accept riparian corridor land as public open space:

- only in accordance with the general terms and conditions outlined in this Policy and any additional terms and conditions negotiated with respect to each particular case; and
- only where community and environmental benefits are adequately demonstrated.

Assessment of Offer against Council's policy

The following table contains an assessment of the developers' proposed offer against Council's policy.

Policy provision or requirement	Comment regarding compliance
A range of management options for riparian corridor land should be considered.	Potential alternative options for future management of the land include private ownership in the rear yards of residential properties, private ownership on the site of an appropriate development, private ownership on larger lots capable of being used for environmental activities have been explored.
Camden Council encourages land owners and developers to find the best and most innovative use of riparian corridor land having regard to the particular circumstances of each case.	The Oran Park riparian lands have been considered in the earliest planning of the Precinct as complementary to water cycle management and passive recreation and cycleway strategies for the Precinct. In other words, the corridors have been identified for multiple public uses and so the potential for effective management through private ownership is minimal. Notwithstanding, the developers have identified that 4.5ha of riparian land can be managed by private land holders. These are certain lands shown in the attached map situated adjacent to The Northern Road, Cobbitty Road, and land that traverses a proposed

..3

Policy provision or requirement	Comment regarding compliance
Council may accept riparian corridor land as public open space only where community and environmental benefits are adequately demonstrated.	retirement village in the south-eastern part of the site. The attached map of the proposed Oran Park open space network shows the community and environmental benefits of the VPA offer.
Where a Waterfront Land Strategy has been approved for the land, the proponent need only consult with Council (not DECC).	The Oran Park and Turner Road Waterfront Land Strategy was published in the Government Gazette on 17 July 2009.
Prior to the development of land containing a riparian corridor, the proponent shall put a proposal to Council in writing, identifying all the riparian corridor land that is intended to be dedicated to Council.	See attached map of riparian corridor land, showing the land to be dedicated to the Council.
No Section 94 credits will be granted relating to the land or to any embellishments proposed upon the land (unless a portion of the land is approved for a use associated with a Section 94 facility, e.g. open space, cycle way, road crossing, drainage).	<p>The developers propose to provide the cycleways that are identified in the section 94 contributions plan as being adjacent to or within the riparian corridors. The developers intend to obtain a contributions credit for these works.</p> <p>The developers also propose to provide section 94 water cycle management facilities throughout the development (i.e. wetlands and bioretention facilities). Some of these facilities are likely to be within the riparian corridors land. The developers intend to obtain a contributions credit for such works.</p> <p>No other land or works section 94 contributions are sought as part of the proposed dedication and embellishment of riparian corridors land.</p>
Development adjoining the corridor must be designed in accordance with Safer by Design principles (such as through the provision of perimeter roads, landscape design that maintains sight lines and lighting appropriate to the intended use).	Landcom does apply the Safer by Design principles in its design of open space and adjoining land. The first section, along Kolombo Creek, has already been approved by Council. Subsequent sections will be the subject of individual DAs where Council has the opportunity to ensure that safety and security will be adequately addressed.
The developer will pay for the maintenance costs of the land for a minimum period of five years from the date of practical completion of the embellishment works, or such longer period as is required to achieve the outcomes stated in the Vegetation Management Plan (VMP) for the land. However, the land may be dedicated to Council at an earlier time, when it is agreed that the outcomes stated in the VMP for the land have been achieved (but no less than 2 years from the commencement of the maintenance period) subject to the continued funding of the minimum 5 year maintenance period by the developer.	<p>The developers are prepared to meet the full cost of maintenance of the riparian corridor land for a period of five years from the date of practical completion of the embellishment works.</p> <p>A VMP will be prepared by Landcom and approved by Council before the first section of riparian corridor is dedicated. This will relate to the first section (Kolombo Creek) but be amended as required to reflect the issues relating to further sections of the riparian corridor as these arise.</p>
The land will be dedicated in a staged fashion corresponding with the staging of development adjacent to the riparian corridor; dedication will not be accepted despite the above provisions, until the	The developers agree to the staged dedication of riparian corridor land.

..14

Policy provision or requirement	Comment regarding compliance
adjoining land has been developed.	
The land will be landscaped in a manner that considers salinity impacts and minimises bushfire risk.	Salinity and bush-fire risk will be considered in the preparation of (and subsequent iterations of) the VMP, including in the choices of plant species.
The land will be landscaped or otherwise embellished in consultation with Council and in a manner that will ensure minimal on-going maintenance and management costs and in accordance with the requirements of an approved Vegetation Management Plan for the land.	The developers will lodge a DA together with a VMP and associated Plan of Management (PoM). The PoM will be prepared according to sections 35 and 36 of the Local Government Act 1993 for the use and management of community land. It is considered that the appropriate additional 'Core objectives' for 'land categorised as a watercourse' (section 36M) are appropriate in this instance.
NOTE: The subject land and any proposed embellishments must be provided at no cost to Council as negotiated through a Voluntary Planning Agreement (VPA) process.	The developers agree to this approach subject to section 94 contribution credits being granted for the cycleway and water cycle management works that are identified in the section 94 contributions plan and that are within the riparian corridors.
NOTE: Council may modify or add to the above general terms and conditions having regard to the circumstances of each case.	Given the extensive discussions to date it would not be considered appropriate to add to the above general terms or make them more onerous. Any specific additional matters could be incorporated in the review of the VMP or PoM.
NOTE: Council encourages innovative management and maintenance solutions, including offers of joint or developer-funded maintenance for an appropriate period post dedication of land.	The developers are happy to discuss any alternative management options that are suggested by the Council for the riparian corridors land.
NOTE: Acceptance of land in accordance with this policy will be at the sole discretion of Council.	Noted.
The proponent is to provide (in the approved Vegetation Management Plan and Draft Plan of Management for the land) a schedule of works with a cost estimates for all components of the works for the ongoing management and maintenance of the land.	The schedule of works and estimate of ongoing costs will be included in the VMP and draft PoM. These works will appropriately consider the provisions of the DCP and the Waterfront Land Strategy.
Any riparian corridor proposed to be dedicated to Council must be designed, constructed and maintained in accordance with the relevant Vegetation Management Plan approved for the subject land and in accordance with all relevant conditions of development consent for works on the subject land.	
In the case of the Oran Park and Turner Road Precincts, the riparian corridors must be designed and constructed in accordance with the Oran Park and Turner Road Waterfront Land Strategy, July 2009, the Oran Park and Turner Road Development Control Plans, any approved Vegetation Management Plan and all relevant conditions of development consent for works on the subject land.	

..15

Conclusion

The developers are committed to the implementation of a significant proportion of the Oran Park Precinct release area over the long term. This commitment is comprehensive and covers both private land and the public infrastructure networks necessary to sustain a high quality of life for the future residents.

The developers have commenced this process in a productive partnership with Camden Council. The developers and Council are pursuing negotiations for a comprehensive voluntary planning agreement that, when finalised, will assure delivery of in the order of \$150 million in community infrastructure in the Precinct.

The developers' part of the Precinct contains over 40 hectares of riparian corridor land. This land will not only support environmental conservation objectives, but also is integral to the achievement of the Precinct's pedestrian and cycle access and water cycle management planning objectives. In addition, the land will directly interface with several kilometres of new housing areas.

Appropriate and sustainable ongoing management of the riparian corridors of Oran Park, including the gradual handover of the majority of these areas to the Council and appropriate maintenance commitments by the developers, is considered to be in the community interest. The developers propose the embellishment and dedication of over 36 hectares of riparian corridor land to the Council.

It is considered that this proposal is consistent with Council's policy on dedication of riparian corridors. Matters of detail regarding the arrangements can be negotiated as part of the VPA process.

Accordingly, the developers seek Council's in-principle endorsement of their proposal to dedicate riparian corridors land at Oran Park.

Attachments:

Riparian Corridors Land Areas Map

Community and Environmental Benefits Map