

Deed

**Oran Park South
Planning Agreement**

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

**Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

Date:

7TH August 2020

Oran Park South Planning Agreement

Table of Contents

Summary Sheet.....	5
Parties.....	7
Background.....	7
Operative provisions.....	7
Part 1 - Preliminary	7
1 Interpretation.....	7
2 Status of this Deed	12
3 Commencement	13
4 Application of this Deed	13
5 Warranties	13
6 Termination of Works-in-Kind Agreements.....	13
7 Further agreements	13
8 Surrender of right of appeal, etc.	14
9 Application of s7.11, s7.12 and s7.24 of the Act to the Development.....	14
Part 2 – Development Contributions	14
10 Provision of Development Contributions	14
11 Payment of monetary Development Contributions.....	15
12 Dedication of land	15
13 Carrying out of Work.....	16
14 Approval of design of Work	16
15 Variation to Work	18
16 Access to land by Developer	18
17 Access to land by Council.....	18
18 Protection of people, property & utilities	19
19 Repair of damage	19
20 Completion of Work	19
21 Rectification of defects.....	21
22 Works-As-Executed-Plan.....	21
23 Removal of Equipment	21
Part 3 – Provisions relating to LS1 and LP1B.....	21
24 Application of this Part	21

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

25	Agreement on initial design and value.....	22
26	Effect of agreement on initial design and value.....	22
27	Reduction to Development Contribution Item 36.....	23
Part 4 – Dispute Resolution		23
28	Dispute resolution – expert determination.....	23
29	Dispute Resolution - mediation.....	23
Part 5 - Enforcement.....		24
30	Security for performance of obligations.....	24
31	Release & return of Security.....	25
32	Call-up of Security	25
33	Valuation of Charge Land and Alternative Charge Land.....	25
34	Grant of Charge	26
35	Caveat.....	27
36	Priority.....	27
37	Enforcement of Charge.....	27
38	Discharge.....	28
39	Acquisition of land required to be dedicated.....	29
40	Breach of obligations	29
41	Enforcement in a court of competent jurisdiction	30
Part 6 – Registration & Restriction on Dealings.....		31
42	Registration of this Deed	31
43	Restriction on dealings	31
Part 7 – Indemnities & Insurance.....		32
44	Risk.....	32
45	Release.....	32
46	Indemnity	32
47	Insurance	32
Part 8 – Other Provisions		33
48	Reports by Developer	33
49	Review of Deed	33
50	Notices.....	34
51	Approvals and Consent	34
52	Costs.....	35
53	Entire Deed.....	35
54	Further Acts	35
55	Governing Law and Jurisdiction	35
56	Joint and Individual Liability and Benefits.....	35

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

57	No Fetter.....	35
58	Illegality.....	36
59	Severability.....	36
60	Amendment.....	36
61	Waiver.....	36
62	GST.....	37
63	Explanatory Note.....	38
	Schedule 1.....	39
	Schedule 2.....	58
	Schedule 3.....	61
	Schedule 4.....	63
	Schedule 5.....	65
	B2 Servicing Catchment Plan.....	65
	Schedule 6.....	67
	Proposed Lot 1005 Plan.....	67
	Execution.....	69
	Appendix.....	71

Oran Park South Planning Agreement

Summary Sheet

Council:

Name: Camden Council
Address: 70 Central Avenue ORAN PARK NSW 2570
Telephone: 02 4654 7777
Email: mail@camden.nsw.gov.au
Representative: Ron Moore –General Manager

GDC2:

Name: Greenfields Development Company No.2 Pty Ltd
Address: 1675 The Northern Road BRINGELLY NSW 2556
Telephone: 02 9043 7500
Email: mowens@greenfields.net.au
Representative: Mick Owens

LPC:

Name: Leppington Pastoral Co Pty Ltd
Address: 1675 The Northern Rd BRINGELLY NSW 2556
Telephone: 02 4773 4291
Email: tim.bryan@perichgroup.comm.au
Representative: Tim Bryan

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See clause 10 and Schedule 1.

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

See clause 9.

Security:

See Part 5.

Registration:

See clause 43.

Restriction on dealings:

See clause 43.

Dispute Resolution:

See Part 4.

Oran Park South Planning Agreement

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

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK NSW 2570 (**Council**)

and

Greenfields Development Company No.2 Pty Ltd ACN 133 939 965 of 1675 The Northern Rd BRINGELLY NSW 2556 (**GDC2**)

and

Leppington Pastoral Co Pty Ltd ACN 000 420 404 of 1675 The Northern Rd BRINGELLY NSW 2556 (**LPC**)

Background

- A The Landowners own the Land.
- B The Developer has development rights over the Land.
- C The Developer and Landowners have been granted Development Consents in respect of the Land to carry out part of the Development and has made Development Applications and intends to make further Development Application in respect of the Land to carry out the Development.
- D The Developer is prepared to make Development Contributions to the Council in accordance with this Deed in connection with the modification of the Development Consents and the carrying out of the Development.

Operative provisions

Part 1 - Preliminary

1 Interpretation

1.1 In this Deed the following definitions apply:

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

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

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

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

B2 Servicing Catchment means the drainage catchment area shown as 'Basin B2 Servicing Catchment' on the B2 Servicing Catchment Plan.

B2 Servicing Catchment Plan means the plan in Schedule 5.

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

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

Basin B1 WIK Agreement means the agreement titled 'Oran Park South Works-in-Kind Agreement No.2 – Basin B1' entered into between the Parties on 27 October 2017.

Catherine Park Planning Agreement means the planning agreement within the meaning of s7.4 of the Act entered into between the Council and Hixson Pty Ltd, Dandaloo Pty Ltd and Edgewater Homes Pty Ltd dated 16 December 2016.

Certifying Authority means a certifying authority or a certifier within the meaning of the Act.

Charge means the charge referred to in clause 34.

Charge Land means land comprising Lot 401 DP1223631, or such other land as is accepted as the Charge Land under clause 33.

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

Construction Certificate has the same meaning as in the Act.

Contribution Value in relation to a Development Contribution Item means the \$ amount specified in Column 7 of the table in Schedule 1 in respect of that Development Contribution Item or as agreed between the Parties as the value of the Development Contribution Item indexed from the date specified in Column 7 of the table in Schedule 1 in accordance with the CPI.

Contributions Plan means the document titled 'Catherine Fields (Part) Precinct Section 94 Contributions Plan' made by the Council under the then s94EA of the Act, and adopted by the Council in November 2013.

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

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Costs Budget means \$8,100.00 exclusive GST.

CPI means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

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

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

Defects Liability Period means the period of 1 year commencing on the day immediately after a Work is completed for the purposes of this Deed.

Developer means GDC2.

Development means development, within the meaning of the Act, of the Land for urban purposes generally in accordance with the Works Plan and the Land Dedication Plan involving the Subdivision of the Land into approximately 1,203 Final Lots, establishment of transport, utilities and stormwater management networks, provision of open space, recreation area embellishment, riparian corridor and transmission easement restoration and embellishment, and associated site works, the subject of Development Consent as modified from time to time, including following Development Consents:

- (a) Development Consent to Development Application DA1031/2015 granted by the Council on 18 December 2015 as modified from time to time,
- (b) Development Consent to Development Application DA1197/2015 granted by the Council on 9 February 2016 as modified from time to time,
- (c) Development Consent to Development Application DA1319/2015 granted by the Council on 22 April 2016 as modified from time to time.
- (d) Development Consent to Development Application DA1517/2015 granted by the Council on 20 June 2016 as modified from time to time.
- (e) Development Consent to Development Application DA1531/2015 granted by the Council on 30 August 2016 as modified from time to time.
- (f) Development Consent to Development Application DA21/2018 granted by the Council on 24 August 2018 as modified from time to time.
- (g) Development Consent to Development Application DA147/2018 granted by the Council on 13 May 2019 as modified from time to time.
- (h) Development Consent to Development Application DA907/2017 granted by the Council on 18 June 2018 as modified from time to time.
- (i) Development Consent to Development Application DA1330/2017 granted by the Council on 18 October 2018 as modified from time to time.
- (j) Development Consent to Development Application DA1413/2017 granted by the Council on 20 May 2019 as modified from time to time.
- (k) Development Consent to Development Application DA1774/2017 granted by the Council on 7 August 2019 as modified from time to time.

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s7.4(3)(g) of the Act.

Development Contribution Item means an item of Development Contribution specified in Column 1 of Schedule 1 or otherwise as agreed between the Parties in accordance with this Deed.

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

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

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

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

GST has the same meaning as in the GST Law.

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

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

Kolombo Creek Crossing WIK Agreement means the agreement titled '*Oran Park South Works-in-Kind Agreement No.1 – Kolombo Creek Crossing*' entered into between the Parties on 20 February 2017.

Land means land:

- (a) previously comprised in Lot 7 DP1173813 and any part of that land comprised in a lot created by Subdivision of that land, being land shown outlined by a red line and marked as '*Subject Site*' on the Works Plan with the exception of Lot 2059 in DP 1225569, Lot 3994 in DP1241212 and Lot 3395 in DP1241212, and
- (b) comprised in Lot 200 in DP 1235003 and any part of that land comprised in a lot created by Subdivision or consolidation of that land.

Land Dedication Plan means the plan in Schedule 4.

Landowner means GDC2 and LPC.

LG Act means the *Local Government Act 1993*.

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work.

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Maintenance Period for a Development Contribution Item comprising a Work means the period specified in Column 5 of the table in Schedule 2 correspondence to the Work commencing on the day immediately after a Work is completed for the purposes of this Deed or otherwise as agreed between the Parties in accordance with this Deed.

Net Developable Area or **NDA** means the area, in hectares, which is proposed to be developed for residential purposes and in respect of a Tranche, means such area, in hectares, of the Tranche.

Oran Park South Bus Servicing Strategy means the draft document titled 'Oran Park South Bus Servicing Strategy' as adopted by the Council.

Party means a party to this Deed.

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

Rectification Notice means a notice in writing:

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

Rectify means rectify, remedy or correct.

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

Relevant Tranche in relation to a Development Contribution Item, means the Tranche referred to in Column 2 of the Table in Schedule 1 corresponding to the item.

Security means a Bank Guarantee or other form of security to the satisfaction of the Council indexed in accordance with the *Consumer Price Index (Sydney: All Groups)* published by the Australian Bureau of Statistics from the date of this Deed.

Tranche means a stage or tranche of the Development shown on the Works Plan or otherwise as approved in writing by the Council for the purposes of this Deed.

Subdivision in relation to land has the same meaning as in the Act.

Subdivision Certificate has the same meaning as in the Act.

Vegetation Management Plan means a plan that contains provisions relating to the establishment and maintenance of land.

Work means the physical result of any building, engineering or construction work in, on, over or under land.

Works Plan means the plan in Schedule 3.

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

- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

- 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.
- 2.2 The Developer and the Landowner agree that on and from the date they each execute this Deed until the date on which this deed commences, clauses 34, 35, 36 and 43 of this Deed operates as a deed poll by the Developer and the Landowner severally in favour of the Council.

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
 - 3.1.1 both executed the same copy of this Deed, or
 - 3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

4 Application of this Deed

- 4.1 This Deed applies to the Land and to the Development.
- 4.2 For the purpose of clarity:
 - 4.2.1 subject to clause 4.2.4 this Deed ceases to apply to a Final Lot upon the creation of that Final Lot;
 - 4.2.2 accordingly s7.11 and s7.12 of the Act are not excluded with respect to any development of a Final Lot after it is created;
 - 4.2.3 any separate lot created by a subdivision of a Final Lot after this Deed ceases to apply to that Final Lot does not form part of the Development for the purpose of this Deed; and
 - 4.2.4 notwithstanding that this Deed ceases to apply to a Final Lot, the Developer is not released and remains subject to any obligations under this Deed which arise in respect of the creation of that Final Lot, including in relation to any breaches of this Deed.

5 Warranties

- 5.1 The Parties warrant to each other that they:
 - 5.1.1 have full capacity to enter into this Deed, and
 - 5.1.2 are able to fully comply with their obligations under this Deed.

6 Termination of Works-in-Kind Agreements

- 6.1 On and from the commencement of this Deed, the following agreements are rescinded:
 - 6.1.1 Kolombo Creek Crossing WIK Agreement,
 - 6.1.2 Basin B1 WIK Agreement.

7 Further agreements

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

8 Surrender of right of appeal, etc.

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

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

- 9.1 This Deed excludes the application of s7.11 and s7.12 of the Act to the Development.
- 9.2 This Deed does not exclude the application of s7.24 of the Act to the Development.
- 9.3 Within 15 business days of the both the commencement of this Deed and the modification of the Development Consents occurring, Council shall release any bank guarantees that have been provided by the Developer for the purposes of deferring payment of any contributions required pursuant to s7.11 of the Act in respect of the Development Consents that have been granted as at the commencement of this Deed..

Part 2 – Development Contributions

10 Provision of Development Contributions

- 10.1 The Developer and Landowner are to make Development Contributions to the Council in accordance with Schedule 1, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 10.2 Any Contribution Value specified in this Deed in relation to a Development Contribution does not serve to define the extent of the Developer's or Landowner's obligation to make the Development Contribution.
- 10.3 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 10.4 Despite clause 10.3, the Council may apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.
- 10.5 The Parties acknowledge and agree that:
- 10.5.1 the Development Contributions noted in Column 6 of Schedule 1 to this Deed noted as "Completed" have been completed prior to the date of this Deed; and

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

10.5.2 the Developer has fully discharged its obligations under this Deed with respect to those Development Contributions.

11 Payment of monetary Development Contributions

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

12 Dedication of land

12.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:

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

12.1.2 the Council is given:

- (a) an instrument in registrable form under the *Real Property Act 1900* duly executed by the Developer as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,
- (b) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
- (c) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.

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

12.3 The Landowner is to ensure that land dedicated to the Council under this Deed is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.

12.4 If, having used all reasonable endeavours, the Landowner cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations, the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.

12.5 Subject to any other provision of this Deed, and in particular Schedule 1, if the Landowner is required to dedicate land to the Council on which the Developer is also required to carry out a Work under this Deed, the Landowner is to comply with clause 12.1.2 not later than 7 days after the Work is completed for the purposes of this Deed.

13 Carrying out of Work

- 13.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.
- 13.2 The Developer, at its own cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed.

14 Approval of design of Work

- 14.1 This clause 14 applies to a Development Contribution Item comprising a Work for which 'Yes' is specified in Column 3 of the table in Schedule 2 corresponding to the item.
- 14.2 If this clause requires Council to approve or certify something within a certain period of time, and the Council has not provided its approval or certification, nor advised the Developer that it will not provide its approval or certification within that period of time, then the Council is deemed to have provided its approval or waived the requirement for the certification.
- 14.3 Prior to lodging a Development Application seeking Development Consent for a Work, the Developer is to obtain the Council's approval under this clause for the design and specifications for the Work unless otherwise agreed in writing by the Council in relation to the Work.
- 14.4 Prior to commencing design of a Work, the Developer is to request that the Council provide the Developer with its requirements for the location (generally in accordance with the Works Plan and the Land Dedication Plan), design, materials and specifications for the provision of the Work.
- 14.5 When requesting Council's requirements under clause 14.4, the Developer may provide a proposal, including preliminary concept designs, to assist Council in preparing its requirements.
- 14.6 The Council is to provide the Developer with its requirements for the Work in writing within 1 month of receiving the request under clause 14.4.
- 14.7 Once the Developer receives the Council's requirements for a Work under clause 14.6, the Developer is to provide the initial design for the Work to Council for the Council's approval.
- 14.8 The initial design for a Work is to include, or be accompanied by, such information as is required for the making of a Development Application for the Work including:
 - 14.8.1 if 'Yes' is specified in Column 6 of the table in Schedule 2 corresponding to the Work - a draft Vegetation Management Plan for the land on which the Work is to be located; and
 - 14.8.2 if 'Yes' is specified in Column 4 of the table in Schedule 2 corresponding to the Work - a detailed maintenance regime for the Work, which provides for the Maintenance Period specified in Column 5 of Schedule 2 corresponding to the Work, and includes detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime; and.

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

- 14.8.3 in respect only of Development Contribution Item 8B, a report prepared by a registered quantity surveyor approved by the Council, and any supporting evidence required by the Council, that evidences that the estimated cost of constructing the Work does not exceed \$200,000.00.
- 14.9 The Council is to advise the Developer in writing whether it approves of the initial design of the Work within 2 months of receiving the initial design from the Developer.
- 14.10 The Developer is to:
- 14.10.1 subject to clause 14.10.2, make any change to the initial design for the Work required by the Council,
- 14.10.2 in respect of Development Contribution Item 8B, make any change to the initial design for the Work required by the Council if the registered quantity surveyor referred to in clause 14.8.3 certifies that the change does not result in the estimated cost of constructing the Works exceeding \$200,000.00.
- 14.11 Once the initial design for a Work is approved, the Developer must submit a full copy of the Development Application for the Work to Council in draft and seek written certification from Council that the Development Application is consistent with the approved initial design of the Work, and the Council must either provide the written certification, or advise the Developer that it will not provide the written certification, within 14 days.
- 14.12 The Developer is not to lodge any Development Application for a Work unless:
- 14.12.1 the Council has first approved the initial design for the Work or is taken to have approved the initial design for the Work in accordance with this clause 14; and
- 14.12.2 Council has provided its written certification under clause 14.11 for that Development Application or is taken to have waived the requirement for that certification.
- 14.13 The Developer is to bear all Costs associated with obtaining the Council's approval or certification, including any costs of a registered quantity surveyor, under this clause.
- 14.14 Following Development Consent being issued for a Work, the Developer is to work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.
- 14.15 The Developer is not to lodge any application for a Construction Certificate for a Work, with any Certifying Authority, unless the Council has first approved the detailed design for the Work, and provided its written certification that the application for a Construction Certificate is consistent with the approved detailed design of the Work.
- 14.16 The Council is to provide the written certification referred to in clause 14.15, or notify the Developer that it will not provide the written certification, within 14 days of being provided with a copy of the application for a Construction Certificate by the Developer.
- 14.17 Council's written certification specified in clause 14.15 shall specify any particular milestones of construction of a Work and if so, the Developer is to provide the Council with a minimum of 24 hours' notice prior to commencing a

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

particular milestone and allow the Council access to the relevant land to inspect the Work.

- 14.18 An application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 14.16 when lodged with the Certifying Authority, unless the Council is deemed to have waived the requirement for certification under this clause 14.
- 14.19 For the avoidance of doubt, nothing in this clause operates to fetter the Council's discretion, as consent authority, in determining any Development Application for the Work.

15 Variation to Work

- 15.1 The design or specification of any Work that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed
- 15.2 Without limiting clause 15.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.
- 15.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 15.2.
- 15.4 The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work at any time prior to the issue of a Construction Certificate for the relevant Work, and submit the variation to the Council for approval in accordance with the process set out in clause 14.
- 15.5 The Developer is to comply promptly with a direction referred to in clause 15.4 at its own cost.

16 Access to land by Developer

- 16.1 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter any Council owned or controlled land approved by the Council in order to enable the Developer to properly perform its obligations under this Deed.
- 16.2 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 16.1.

17 Access to land by Council

- 17.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work if the Developer has failed to fully comply with a notice referred to in clause 40.1.
- 17.2 The Council is to give the Developer and Landowner prior reasonable notice before it enters land under clause 17.1.

18 Protection of people, property & utilities

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

19 Repair of damage

- 19.1 The Developer is to maintain any Work required to be carried out by the Developer under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.
- 19.2 The Developer is to carry out its obligation under clause 19.1 at its own cost and to the satisfaction of the Council.

20 Completion of Work

- 20.1 When the Developer believes that a Development Contribution Item comprising a Work is complete, it must give the Council a written notice (**Completion Notice**) which:
- 20.1.1 specifies the Development Contribution Item to which it applies; and
 - 20.1.2 states that it has been issued under this clause 20.1.
- 20.2 The Council must, and the Developer must permit the Council to, inspect the Development Contribution Item the subject of the Completion Notice in the presence of a representative of the Developer within twenty one (21) days of the date that the notice is given to the Council.
- 20.3 Within seven (7) days of inspecting a Development Contribution Item that is the subject of a Completion Notice, the Council must give the Developer a notice:
- 20.3.1 confirming that the Development Contribution Item has been completed in accordance with this Deed; or
 - 20.3.2 advising:
 - (a) that the Council does not accept that the Development Contribution Item has been completed in accordance with this Deed; and
 - (b) the reasons for that non-acceptance and directing the Developer to complete, rectify or repair any specified part of the Work.

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

- 20.4 For the avoidance of doubt, the Council may give more than one written notice under clause 20.3.2 if the Council reasonably considers that it is necessary to do so.
- 20.5 If the Developer does not accept the matters contained in a notice issued by the Council under clause 20.3.2 then it must, within 14 days, serve notice on Council to that effect, in which case the Council is to appoint a suitably qualified expert at the Cost of the Developer to determine whether the Development Contribution Item has been completed in accordance with this Deed.
- 20.6 If a Party does not accept the determination of the Council appointed expert in clause 20.5, then that Party may, within 14 days of the expert determination:
- 20.6.1 serve notice on the other Party to that effect, in which case the matter will be a Dispute; and
- 20.6.2 refer that Dispute immediately to the President of the Law Society and clauses 28.4 to 28.7 (inclusive) apply to that Dispute.
- 20.7 The Developer, at its Cost, is to promptly comply with:
- 20.7.1 a written notice under clause 20.3.2, if it does not serve notice on the Council under clause 20.5, or
- 20.7.2 the expert determination of the Council's appointed expert under clause 20.5, if no notice is served under clause 20.6, or
- 20.7.3 the expert determination of the expert appointed by the President of the NSW Law Society under clause 28.4, if a Dispute has been referred under clause 20.6.2.
- 20.8 If:
- 20.8.1 the Council gives a notice under clause 20.3.2; and
- 20.8.2 the Developer believes it has complied with that notice or an expert determination under clause 20.5 or clause 28, as the case may be, then
- the Developer must issue a further Completion Notice with respect to that Development Contribution Item and clauses 20.2 to 20.7 inclusive reapply.
- 20.9 A Development Contribution Item comprising a Work will be complete for the purpose of this Deed:
- 20.9.1 on the date the Council issues a notice under clause 20.3.1 confirming that the Development Contribution Item is complete; or
- 20.9.2 if the Council fails to issue any notice under clause 20.3, at the end of the period of 28 days from the date the Completion Notice is given to the Council, or
- 20.9.3 if an expert has determined under clause 20.5 or clause 28 that the Work is complete for the purposes of this Deed, on the date of the expert determination .
- 20.10 If the Council is the owner of the Land on which a Development Contribution Item has been completed, the Council assumes responsibility for the Work upon the date that Development Contribution Item was completed, but if it is not the owner at that time, it assumes that responsibility when the Development Contribution comprising the dedication of the Land upon which that Work is carried out is made to Council under this Deed.

- 20.11 The Developer is to Maintain any Development Contribution Item for which a Maintenance Period is specified in Column 5 of the table in Schedule 2 for the Development Contribution Item, during that Maintenance Period.
- 20.12 For the purpose of and without limiting clause 20.11, if a detailed maintenance regime has been approved by the Council under clause 14.9 in respect of a Development Contribution Item, then the Developer is to Maintain the Development Contribution Item in accordance with that detailed maintenance regime.

21 Rectification of defects

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

22 Works-As-Executed-Plan

- 22.1 No later than 60 days after Work is completed for the purposes of this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 22.2 The Developer, being the copyright owner in the plan referred to in clause 22.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

23 Removal of Equipment

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

Part 3 – Provisions relating to LS1 and LP1B

24 Application of this Part

- 24.1 This Part 3 applies to the following items:
- 24.1.1 item LS1 active open space and item LP1B local park as identified in the Contributions Plan ('**LS1 and LP1B Work**'), and

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

24.1.2 bulk earthworks required for the construction of the LS1 and LP1B Work ('**LS1 and LP1B Earthwork**'), and

24.1.3 Development Contribution Item 36 in Schedule 1.

25 Agreement on initial design and value

25.1 The Council and the Developer are to negotiate in good faith the initial design and the value of the LS1 and LP1B Work and the LS1 and LP1B Earthwork.

26 Effect of agreement on initial design and value

26.1 If:

26.1.1 by **30th March 2021** the Council and the Developer agree in writing on the initial design and the value of one or both of the LS1 and LP1B Work and the LS1 and LP1B Earthwork; and

26.1.2 unless otherwise agreed by the Developer in writing, the aggregate of the agreed value referred to in clause 26.1.1 does not exceed the amount of \$4,093,447,

then the following applies:

26.1.3 the Developer is to carry out and complete the relevant Work in accordance with this Deed subject to this clause 26, and

26.1.4 the relevant Work is to be provided for the public purpose of open space,

26.1.5 the relevant Work is to be located in Tranche 33 in the location shown on the ,

26.1.6 the provisions of this Deed apply to the relevant Work subject to the following:

- (a) the Developer is not required to prepare a draft Vegetation Management Plan and a detailed maintenance regime for the relevant Work for the purposes of clause 14.8,
- (b) the agreed initial design of the relevant Work is taken to be the approved initial design for the purposes of clause 14.11,
- (c) the relevant Work is taken to be a Contribution Item for the purposes of this Deed,
- (d) the agreed value of the relevant Work is taken to be the Contribution Value for the Work for the purposes of this Deed,
- (e) the Maintenance Period for the relevant Work is 12 months commencing on the day immediately after the Work is completed for the purposes of this Deed,
- (f) the Developer is to complete the relevant Work within 2 years of the date the Council and the Developer agree in writing on the initial design and the value of the relevant Work.

26.2 The Parties may agree in writing to extend the time referred to in clause 26.1.

27 Reduction to Development Contribution Item 36

- 27.1 If the Developer is required to carry out and complete one or both of LS1 and LP1B Work and the LS1 and LP1B Earthwork under clause 26, the total amount of monetary Development Contributions required to be paid under Development Contribution Item 36 are to be reduced by the agreed value of the relevant Work.

Part 4 – Dispute Resolution

28 Dispute resolution – expert determination

- 28.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 28.1.1 the Parties to the Dispute agree that it can be so determined, or
 - 28.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 28.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 28.3 If a notice is given under clause 28.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 28.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 28.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 28.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 28.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

29 Dispute Resolution - mediation

- 29.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 28 applies.
- 29.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 29.3 If a notice is given under clause 29.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 29.4 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

Oran Park South Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.

- 29.5 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.
- 29.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 29.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 5 - Enforcement

30 Security for performance of obligations

- 30.1 Upon the execution of this Deed by all of the Parties:
- 30.1.1 the Developer is to provide the Council with Security in the amount of \$1,000,000; and
- 30.1.2 the Developer is to procure the provision to the Council of Security in the form of a registered charge over the Charge Land in accordance with clause 34.
- 30.2 The Parties acknowledge that, at the date of this Deed, the Security provided under clause 30.1 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 Deed (**Outstanding Work**), and in excess of the amount of the Security required to be held under clause 30.4.
- 30.3 The Parties agree that whilst ever the charge over the Charge Land referred to in clause 30.1.2 remains in place, the Security provided under clause 30.1 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 30.4
- 30.4 The Developer is to ensure at all times that the Council holds Security equal to the greater of:
- 30.4.1 the Contribution Value for the most valuable Contribution Item comprising a Work which has not been completed from time to time, within the meaning of this Agreement (**Outstanding Work**);
- 30.4.2 10% of the sum of the Contribution Values of all Development Contribution Items comprising the dedication of land and the carrying out of Works, which:
- (a) are not complete from time to time, within the meaning of this Agreement (if the Development Contribution Item is a Work); or
- (b) have not been provided from time to time (if the Development Contribution Item is the dedication of land),

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

(Outstanding Land and Works Items); or

30.4.3 \$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.

- 30.5 The amount of the Security required to be held under this clause is to be indexed annually in accordance with the CPI and the Developer is to ensure that the Security held by the Council at all times equals the indexed amount notified to the Developer by Council.

31 Release & return of Security

- 31.1 The Council is to return the Security or any remaining part of it to the Developer, within 28 days of the completion by the Developer of all of its obligations under this Deed to the satisfaction of the Council.
- 31.2 At any time following the provision of the Security, the Developer may provide the Council with a replacement Security in the amount of the Security required to be provided under this Agreement.
- 31.3 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.

32 Call-up of Security

- 32.1 The Council may call up any Security provided under this Deed in accordance with clause 40.
- 32.2 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.
- 32.3 If the Council calls on the Security, the Council may, by notice in writing to the Developer, require the Developer 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 Deed.

33 Valuation of Charge Land and Alternative Charge Land

- 33.1 Council will, on or near each anniversary of the date of this Deed, appoint a valuer to conduct a valuation of the Charge Land.
- 33.2 The valuer is to be agreed between Council and the Developer and, failing agreement, will be appointed by the Council.
- 33.3 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 the Developer.
- 33.4 The Developer is to provide Council, on each anniversary of the date of this Deed, 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.

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

- 33.5 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 the Developer 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.
- 33.6 The Developer 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.
- 33.7 On receipt of a notice under clause 33.6, 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 Deed, equals the amount of Security required to be held under this Deed, 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.
- 33.8 Clauses 33.2 and 33.3 apply to the appointment of a valuer for the purposes of clause 33.7.
- 33.9 The Landowner is to grant access to any valuer appointed under this clause 33 to the Charge Land or any alternative site proposed to replace the Charge Land.
- 33.10 The Developer 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.

34 Grant of Charge

- 34.1 On the date of execution of this Deed by the Landowner, the Landowner grants to the Council a fixed and specific charge over the Developer's right, title and interest in the Charge Land to secure:
- 34.1.1 the performance of the Developer's obligation to make monetary Development Contributions under this Deed, and
- 34.1.2 any damages that may be payable to the Council, or any costs which may be incurred by the Council in the event of a breach of this Deed by the Developer.
- 34.2 Upon the execution of this Deed by the Landowner, the Landowner is to give to the Council an instrument in registrable form under the *Real Property Act 1900* duly executed by the Landowner that is effective to register the Charge on the title to the Charge Land.
- 34.3 If the Charge Land comprises part only of a lot in a deposited plan at the time that the instrument referred to in clause 34.2 is required to be given, the Developer is to give the Council an instrument that charges a greater area of the Land which includes the whole of the Charge Land.
- 34.4 The Landowner is to do all other things necessary, including execute all other documents, to allow for the registration of the Charge.

35 Caveat

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

36 Priority

- 36.1 The Landowner must not create any mortgage or charge or grant any other interest in or over the Charge Land ranking in priority equal with or ahead of the Charge.
- 36.2 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.

37 Enforcement of Charge

- 37.1 If Council is entitled to call up any Security in respect of a breach of this Deed by the Developer or the Landowner, 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 37 applies.
- 37.2 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:
- 37.2.1 execute all transfers, conveyances, assignments and assurances of the Charge Land to Council or its nominee,
- 37.2.2 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
- 37.2.3 give all notices, orders and directions which the Council considers to be expedient.
- 37.3 Council may, at the Council's discretion and without notice:
- 37.3.1 enter upon and take possession of the Charge Land or any part of it, or
- 37.3.2 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
- 37.3.3 if exercising rights under clause 37.3.2:
- (a) upon sale, make any special or other stipulations as to title or evidence or commencement of title or otherwise which the Council may deem proper,

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

- (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.
- 37.4 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 37.3:
 - 37.4.1 appoint a receiver or manager of the Charge Land;
 - 37.4.2 remove any receiver or manager so appointed;
 - 37.4.3 pay such receiver or manager such remuneration as the Council thinks fit;
 - 37.4.4 repair and keep in repair any improvements, works, machinery, plant and other property on the Charge Land,
 - 37.4.5 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,
 - 37.4.6 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,
 - 37.4.7 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,
 - 37.4.8 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,
 - 37.4.9 generally do and cause to be done such acts and things which the Developer or Landowner might have done for the protection and the improvement of the Charge Land.
- 37.5 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 Deed.
- 37.6 The proceeds derived from the sale of the Charge Land pursuant to clause 37.3 will be applied as follows:
 - 37.6.1 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 Deed, including costs incurred in remedying the breach of the Deed; and
 - 37.6.2 second, in paying the surplus (if any) to the Landowner.

38 Discharge

- 38.1 Within 28 days of the Developer and Landowner 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.

39 Acquisition of land required to be dedicated

- 39.1 If the Landowner does not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 39.2 The Council is to only acquire land pursuant to clause 39.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the land required to be dedicated under this Deed.
- 39.3 Clause 39.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 39.4 If, as a result of the acquisition referred to in clause 39.1, the Council is required to pay compensation to any person other than the Landowner, the Landowner is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on any Security provided under clause 30.
- 39.5 The Developer and Landowner 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 concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 39.6 The Landowner is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 39, including without limitation:
- 39.6.1 signing any documents or forms,
- 39.6.2 giving land owner's consent for lodgement of any Development Application,
- 39.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
- 39.6.4 paying the Council's costs arising under this clause 39.

40 Breach of obligations

- 40.1 If the Council reasonably considers that the Developer or Landowner is in breach of any obligation under this Deed, it may give a written notice to the relevant Party:
- 40.1.1 specifying the nature and extent of the breach,
- 40.1.2 requiring the relevant Party to:
- (a) rectify the breach if it reasonably considers it is capable of rectification, or
- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

- 40.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 40.2 If the relevant Party fails to fully comply with a notice referred to in clause 40.1, the Council may, without further notice to them, call-up the Security provided by the Developer under this Deed and apply it to remedy the Developer's breach.
- 40.3 If the Developer fails to comply with a notice given under clause 40.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer or Landowner and any Equipment on such land for that purpose.
- 40.4 Any costs incurred by the Council in remedying a breach in accordance with clause 40.2 or clause 40.3 may be recovered by the Council by either or a combination of the following means:
 - 40.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
 - 40.4.2 enforcement of the Charge, or
 - 40.4.3 as a debt due in a court of competent jurisdiction.
- 40.5 For the purpose of clause 40.4, the Council's costs of remedying a breach the subject of a notice given under clause 40.1 include, but are not limited to:
 - 40.5.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 40.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 40.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 40.6 Nothing in this clause 40 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer or Landowner, including but not limited to seeking relief in an appropriate court.

41 Enforcement in a court of competent jurisdiction

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

Part 6 – Registration & Restriction on Dealings

42 Registration of this Deed

- 42.1 The Parties agree to register this Deed for the purposes of s7.6(1) of the Act.
- 42.2 The Parties:
- 42.2.1 acknowledge that as at the date this Deed commences, part of the Development has been completed; and
 - 42.2.2 agree that this Deed will only be registered on the title of so much of the Land that:
 - (a) originally comprised in Certificate of Title Folio Identifier 3996/1241212; and
 - (b) which has not been created as Final Lots as at the date this Deed commences.
- 42.3 Subject to clause 42.2. upon commencement of this Deed, the Landowner is to deliver to the Council in registrable form:
- 42.3.1 an instrument requesting registration of this Deed on the title to the Land duly executed by the Landowner, and
 - 42.3.2 the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration.
- 42.4 The Developer and the Landowner are to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 42.5 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
- 42.5.1 in so far as the part of the Land concerned is a Final Lot,
 - 42.5.2 in relation to any other part of the Land, once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

43 Restriction on dealings

- 43.1 The Developer and the Landowner are not to:
- 43.1.1 sell or transfer the Land, other than a Final Lot, or
 - 43.1.2 assign the Developer's or Landowner's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 43.1.3 the Developer or Landowner (as the case may be) has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the relevant Party's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and

- 43.1.4 the Council has given written notice to the relevant Party stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
- 43.1.5 the Developer and Landowner are not in breach of this Deed, and
- 43.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 43.2 Subject to clause 43.3, the Developer and Landowner acknowledge and agree that they remain liable to fully perform their obligations under this Deed unless and until they have complied with their obligations under clause 43.1.
- 43.3 Clauses 43.1 and 43.2 do not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

Part 7 – Indemnities & Insurance

44 Risk

- 44.1 The Developer performs this Deed at its own risk and its own cost.

45 Release

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

46 Indemnity

- 46.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

47 Insurance

- 47.1 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 Deed up until the Work is taken to have been completed in accordance with this Deed:
 - 47.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

- 47.1.2 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,
- 47.1.3 workers compensation insurance as required by law, and
- 47.1.4 any other insurance required by law.
- 47.2 If the Developer fails to comply with clause 47.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
 - 47.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or
 - 47.2.2 recovery as a debt due in a court of competent jurisdiction.
- 47.3 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 47.1.

Part 8 – Other Provisions

48 Reports by Developer

- 48.1 The Developer is to provide the Council with a report detailing the performance of its and the Landowner's obligations under this Deed at each of the following times:
 - 48.1.1 by not later than each anniversary of the date on which this Deed is entered into, and
 - 48.1.2 each time a Development Application is lodged for the Development,
 - 48.1.3 each time an application is made for a Subdivision Certificate that creates one or more Final Lot.
- 48.2 The reports referred to in clause 48.1 are to include sufficient detail to enable the Council to determine whether the Developer has complied with its obligations under this Deed at the relevant time and be in such a form and to address such matters as required by the Council from time to time.

49 Review of Deed

- 49.1 The Parties agree to review this Deed every year, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- 49.2 For the purposes of clause 49.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.

Oran Park South Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

- 49.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 49.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 49.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 49.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 49.1 (but not 49.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

50 Notices

- 50.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
 - 50.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
 - 50.1.2 emailed to that Party at its email address set out in the Summary Sheet.
- 50.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 50.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 50.3.1 delivered, when it is left at the relevant address,
 - 50.3.2 sent by post, 2 business days after it is posted, or
 - 50.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 50.4 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.

51 Approvals and Consent

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

52 Costs

- 52.1 The Developer is to pay to the Council the Council's costs, not exceeding the Costs Budget, of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 52.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

53 Entire Deed

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

54 Further Acts

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

55 Governing Law and Jurisdiction

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

56 Joint and Individual Liability and Benefits

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

57 No Fetter

- 57.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without

limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

58 Illegality

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

59 Severability

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

60 Amendment

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

61 Waiver

- 61.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 61.2 A waiver by a Party is only effective if it:
- 61.2.1 is in writing,
 - 61.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 61.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 61.2.4 is signed and dated by the Party giving the waiver.
- 61.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 61.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and 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.

Oran Park South Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

- 61.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

62 GST

- 62.1 In this clause:

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

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

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

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

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

- 62.2 Subject to clause 62.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 62.3 Clause 62.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 62.4 No additional amount shall be payable by the Council under clause 62.2 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.
- 62.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 62.5.1 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;
- 62.5.2 that any amounts payable by the Parties in accordance with clause 62.2 (as limited by clause 62.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 62.6 No payment of any amount pursuant to this clause 62, 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.

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

- 62.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 62.8 This clause continues to apply after expiration or termination of this Deed.

63 Explanatory Note

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

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Schedule 1

(Clause 10)

Development Contributions

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Development Contribution Item	Stage/Tranche	Location identifier on the Works Plan or Land Dedication Plan	Public Purpose	Nature and Extent	Timing	Contribution Value (indexed to June 2018 CPI -114) ¹

A. Carrying out of Work

1A – Kolombo Creek Crossing South	31	CC1	Transport	Carrying out and completion of Kolombo Creek Crossing South, being the work identified in the works schedule and maps of the Contributions Plan as 'CC1' and the subject of Development Consent to Development Application 1030/2015 granted by the Council on 11 August 2015.	Completed	\$375,346.00
-----------------------------------	----	-----	-----------	--	-----------	--------------

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

1B – Kolombo Creek Crossing North	31	CC4	Transport	Completed	\$360,613.00
Carrying out and completion of Kolombo Creek Crossing North, being the work identified in the works schedule and maps of the Contributions Plan as 'CC4' and the subject of Development Consent to Development Application 1030/2015 granted by the Council on 11 August 2015.					
2 – Basin B1	31	B1	Drainage	Completed ²	\$1,884,719.00
Construction and completion of Basin B1, being a stormwater detention basin identified in works schedule and maps of the Contributions Plan as 'Basin B1' and the subject of Development Consent to Development Application DA1319/2015 granted by the Council on 22 April 2016.					
3 – Shared paths in Tranche 31	31	Shared Paths on the Works Plan	Transport	Completed	\$210,003.00
Construction and completion of shared paths as shown on the Works Plan on the land identified as the 'Riparian Corridor' in Tranche 31 of the Works Plan					

**Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

4 – Local park LP1A Hollywood Park	32	LP1A	Open Space	Construction, embellishment and completion of a local park (including installation of local park furniture and playground) identified in the works schedule and maps of the Contributions Plan as 'LP1' and the subject of the Development Consent to Development Application DA1479/2016 granted by the Council on 20 June 2017.	Completed	\$844,742.00
5 – Basin 2	33	B2	Drainage	Construction and completion of Basin 2, being a stormwater detention basin in the approximate location identified as 'B2' on the Works Plan.	December 2021 or prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90% of all NDA in the B2 Servicing Catchment into residential lots, whichever occurs later ³	\$704,243.00
6A – Peter Brock Drive Extension	34	SA1 ⁴	Transport	Construction and completion of Peter Brock Drive extension in the location identified as 'SA1' on the Works Plan in accordance with Development Consent to DA 2017/324.	Prior to the issuing of the Subdivision Certificate for the Development which when registered creates the 1100 th Final Lot	\$1,536,274.63 ⁵

**Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

6B – Peter Brock Drive Crossing	34	BC1	Transport	Construction and completion of Peter Brock Drive crossing in the location identified as 'BC1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate for the Development which when registered creates the 1100 th Final Lot	\$2,019,868.00
7 – Local park	34	LP4	Open space	Construction and completion of local park in the location identified as 'LP4' on the Works Plan, in accordance with Development Consent to DA 2017/1772.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 75% of all NDA in Tranche 34 into Final Lots	\$568,759.00
8A – Pedestrian bridge	34	PB1	Transport	Construction and completion of a pedestrian bridge in the location identified as 'PB1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 90% of all NDA in Tranche 34 into Final Lots	\$97,281.00

**Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

8B – Pedestrian bridge	34	PB2 on the Land Dedication Plan	Transport	Construction and completion of a low level pedestrian bridge between the local sporting field identified as 'LS1' on the Land Dedication Plan and Tranche 34 in the location shown on the Works Plan	By the first to occur of: (1) the date that is thirty (30) months after the date this Deed commences ; and (2) the date that is six (6) months after the date the Council notifies the Developer that the local sporting field identified as 'LS1' on the Land Dedication Plan is practically complete.	N/A
9 – Basins 5 and 6	34	B5 & B6 on the Works Plan	Drainage	Construction and completion of Basins 5 & 6 being stormwater detention basins in the locations identified as 'B5' and 'B6' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 90% of all NDA within Tranche 34 into Final Lots	\$2,117,916

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

10 – Shared paths in Tranche 34	34	Shared Paths on the Works Plan	Transport	Construction and completion of shared paths as shown on the Works Plan on the land identified as the 'Riparian Corridor' in Tranche 34 of the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 90% of all NDA in Tranche 34 into Final Lots	NIL
---------------------------------	----	--------------------------------	-----------	--	--	-----

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

11 – Four (4) bus shelters	Various (31, 32, 33, 34)	N/A	Transport	Construction and completion of four (4) bus shelters in locations determined in accordance with the Oran Park South Bus Servicing Strategy and as approved by the Council.	On or before the first to occur of: (1) where the road which adjoins the relevant bus shelter has been dedicated as a public road, the date that is 6 months after Council notifies the Developer that it has adopted the Oran Park South Bus Servicing Strategy;	\$110,000.00
					(2) where the road which adjoins the relevant bus shelter has not been dedicated as a public road by the date that is 6 months after Council notifies the Developer that it has adopted the Oran Park South Bus Servicing Strategy, upon the dedication of that road as a public road; and	
					(3) the issue of a Subdivision	

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

12 – Out-of-Precinct contributions (Oran Park Library/Community Resource Centre)	Oran Park Precinct	N/A	Community/Open space	Developer has provided 'Out-of-Precinct' contributions associated with the Oran Park Library and Community Resource Centre.	Completed	Certificate for a plan which, when registered, will create the last Final Lot in the Development.	\$891,494.00 being recognition of this value of work that has been provided*
13 – Tranche 31 Vegetation Management Plan Works	31	Area hatched dark green and marked as 'Riparian Corridor' and 'Shared Paths' in Tranche 31 on the Works Plan	Vegetation management	Works described in the document titled 'Oran Park South Tranche 31 – Stage 3 Vegetation Management Plan' prepared by Ecological Australia dated October 2015	Completed	Nil	Nil

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

14 - Tranche 34 Vegetation Management Plan Works	34	Area hatched dark green and marked as 'Riparian Corridor' excluding areas marked as 'Shared Paths', 'PB1' and 'PB2' on the Works Plan	Vegetation management	Works described in the document titled 'Oran Park – Tranche 34 Vegetation Management Plan' prepared by Ecological Australia dated September 2017	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 80% of all NDA in Tranche 34 into Final Lots	Nil
15 – Embellishment of transmission line easement/open space land	Various (31, 33 and 34)	Area hatched light green and marked as 'Transmission Line Easement/Open Space' on the Works Plan	Transmission easement land	Embellishment of land 'Transmission Line Easement/Open Space' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 80% of all NDA in Tranche 34 into Final Lots	Nil
16A – Design of local sporting field LS1	33	'LS1' on the Land Dedication Plan	Open Space and Recreation	Developer to prepare concept design and detailed design of local sporting field identified as 'LS1' on the Land Dedication Plan to the Council's satisfaction	June 2020	\$257,554.87 (Indexed to March 2019 CPI – 115.1)

**Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

16B – Design of local park LP1B	33	'LP1B' on the Land Dedication Plan	Open Space and Recreation	Developer to prepare concept design and detailed design of local park identified as 'LP1B' on the Land Dedication Plan to the Council's satisfaction	June 2020	\$21,831.01 (Indexed to March 2019 CPI – 115.1)
---------------------------------	----	------------------------------------	---------------------------	--	-----------	--

B. Dedication of Land

						Contribution Value (Indexed to August 2017 Land Value Index)
17A – Land for Kolombo Creek Crossing South	31	CC1	Transport	Dedication of land as described in Development Consent to DA 2015/1030 and in the approximate location shown as 'CC1' and 'CC4' on the Land Dedication Plan on which Development Contribution Items 1A and 1B are located.	Land transfer completed	\$83,471.00
17B – Land for Kolombo Creek Crossing North	31	CC4	Transport	Same as for Development Contribution Item 14A.	Land transfer completed	\$63,200.00

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

18 – Land for Basin B1	31	B1	Drainage	Dedication of approximately 10,820 square metres of land as described in Development Consent to DA 2015/1319 and in the approximate location shown as 'B1' on the Land Dedication Plan on which Development Contribution Item 2 is located.	Land transfer completed	\$976,108
19 – Land for shared paths in Tranche 31	31	Shared paths	Transport	Dedication of land for shared paths on which Development Contribution Item 3 is located	Within 12 months of the date Development Contribution Item 3 is completed for the purposes of this Deed	Nil
20 – Land for local park LP1A Hollywood Park	32	LP1A	Open Space	Dedication of approximately 8,355 square metres of land as described in Development Consent to DA 2016/1479 in the approximate location shown as 'LP1A' on the Land Dedication Plan on which Development Contribution Item 4 is located	Within 6 months of commencement of this Deed	\$1,879,875.00
21 – Land for Basin 4	33	B4	Drainage	Dedication of approximately 1,051 square metres of land identified as 'B4' on the Land Dedication Plan on which drainage works carried out by a third party under the Catherine Park Planning Agreement are located.	Within 12 months of commencement of this Deed	\$236,475.00

**Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

22 – Land for Basin 2	33	B2	Drainage	Dedication of approximately 3,870 square metres in the approximate location shown as 'B2' on the Land Dedication Plan on which Development Contribution Item 5 is located.	December 2020 or within 12 months of the date Development Contribution Item 5 is completed for the purposes of this Deed whichever occurs later, or such other date as agreed between the parties	\$310,480.00
23 – Land for local park LP1B adjoining local sporting field	33	LP1B on the Land Dedication Plan	Open Space	Dedication of approximately 3,735 square metres of land in the approximate location shown as 'LP1B' on the Land Dedication Plan, being land adjoining the local sporting field 'LS1'.	December 2020 or if the Parties have agreed to another date, that other date	\$840,385.00
24 – Land for local sporting fields LS1	33	LS1 on the Land Dedication Plan	Open space	Dedication of approximately 46,975 square metres of land in the approximate location shown as 'LS1' on the Land Dedication Plan.	December 2020 or if the Parties have agreed to another date, that other date	\$9,148,577.00
25A – Land for Peter Brock Drive Extension	34	SA1	Transport	Dedication of approximately 5,013 square metres of land as described in Development Consent to DA 2017/324 and in the approximate area identified as 'SA1' on the Land Dedication Plan on which Development Contribution Item 6A is located.	Within 12 months of the date Development Contribution Item 6A is completed for the purposes of this Deed, or such later date as agreed between the Parties	\$608,624.00

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

25B - Land for Peter Brock Drive Extension	34	SA1	Transport	Dedication of proposed Lot 1005 as shown on the plan in Schedule 6 with approximate area of 1,900 square meters of land as described in Development Consent to DA 2017/324.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 90% of all NDA in Tranche 34 into Final Lots or within 12 months of the date Development Contribution Item 9 is completed for the purposes of this Deed, whichever occurs later.	
25C – Land for Peter Brock Drive Crossing	34	BC1	Transport	Dedication of approximately 1,264 square metres of land as described in Development Consent to DA 2017/324 and in the approximate location shown as 'BC1' on the Land Dedication Plan on which Development Contribution Item 6B is located.	Within 12 months of the date Development Contribution Item 6B is completed for the purposes of this Deed, or such later date as agreed between the Parties	\$76,254.00

**Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

26 – Land for local park LP4	34	LP4	Open space	Dedication of approximately 4,090 square metres of land as described in Development Consent DA 2017/1772 and in the approximate location shown as 'LP4' on the Land Dedication Plan on which Development Contribution 7 is located.	Within 12 months of the date Development Contribution Item 7 is completed for the purposes of this Deed, or such later date as agreed between the Parties	\$1,117,714.00
26 – Land for pedestrian bridge	34	PB1	Transport	Dedication of land in the approximate location shown as 'PB1' on the Land Dedication Plan on which Development Contribution Item 8A is located	<p>Within 6 months of the date:</p> <ul style="list-style-type: none"> • Development Contribution Items 8A, or • both Items 8A and 14, <p>are completed for the purposes of this Deed, whichever occurs later.</p>	NIL
27 – Land for Basin 5	34	B5	Drainage	Dedication of land in the location shown as 'B5' on the Land Dedication Plan on which Development Contribution Item 9 is located.	<p>Within 12 months of the date Development Contribution Item 9 is completed for the purposes of this Deed, or such later date as agreed between the Parties</p>	Combined Contribution Value of Development Contribution Items 27 and 28 is \$3,491,614.00

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

28 – Land for Basin 6	34	B6	Drainage	Dedication of land in the location shown as 'B6' on the Land Dedication Plan on which Development Contribution Item 9 is located.	Within 12 months of the date Development Contribution Item 9 is completed for the purposes of this Deed, or such later date as agreed between the Parties	See above
29 – Land for shared paths in Tranche 34	34	Shared Paths on the Works Plan	Transport	Dedication of land for shared paths in Tranche 34 on which Development Contribution Item 10 is located	Within 12 months of the date Development Contribution Item 10 is completed for the purposes of this Deed, or such later date as agreed between the Parties	NIL
31 – Land for drainage purposes	N/A	B14	Drainage	Dedication of approximately 4,413 square metres of land shown as 'B14' on the Land Dedication Plan	Within 12 months of commencement of this Deed.	\$684,629.00
32 – Land for Transmission line easement/open space	34	Area hatched light green and marked as 'Transmission Line Easement/Open Space'	Transmission easement land	Dedication of approximately 4,437 square metres of land in the approximate location shown as 'Transmission Line/Open Space' on the Land Dedication Plan on which Development Contribution Item 15 is located.	Within 12 months of the date Development Contribution Item 15 is completed for the purposes of this Deed.	NIL

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

33 – Land for riparian corridor in Tranche 31	31	Area hatched dark green and marked as 'Riparian Corridor' including the areas marked as 'Shared Paths' in Tranche 31 on the Works Plan and Land Dedication Plan	Riparian Corridor and Shared Paths	Dedication of land in the approximate location shown as 'Riparian Corridor' including the areas marked as 'Shared Paths' in Tranche 31 on the Works Plan and Land Dedication Plan.	Within 12 months of Council issuing the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 90% of all NDA in Tranche 31 and Tranche 32 into Final Lots	NIL
34 - Land for riparian corridor in Tranche 33	33	Area hatched dark green and marked as 'Riparian Corridor' in Tranche 33 as shown on the Land Dedication Plan	Riparian Corridor	Dedication of land in the approximate location shown as 'Riparian Corridor' in Tranche 33 on the Land Dedication Plan	December 2020	NIL

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

35- Land for riparian corridor in Tranche 34	Area hatched dark green and marked as 'Riparian Corridor' including areas marked as 'Shared Path', 'PB1' and 'PB2' on the Works Plan and Land Dedication Plan	Riparian Corridor including Shared Path, PB1 and PB2	Dedication of land in the approximate location shown as 'Riparian Corridor' including the areas marked as 'Shared Paths', 'PB1' and 'PB2' in Tranche 34 on the Works Plan and Land Dedication Plan.	Within 12 months of Council issuing the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 90% of all NDA in Tranche 34 into Final Lots	NIL
--	---	--	---	--	-----

C. Monetary Contributions

**Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

36 - Monetary Development Contributions per Final Lot up to the 1203th Final Lot	N/A	N/A	Various	<p>In respect of the Development of up to the 1203th Final Lot:</p> <p>(a) \$30,000 per Final Lot from the 1,067th Final Lot in the Development to the 1202nd Final Lot inclusive, and</p> <p>(b) \$13,447 for the 1203rd Final Lot,</p> <p>being 137 Final Lots in total to a maximum of \$4,093,447, subject to clause 27^a</p>	Amount to be paid prior to the issuing of the Subdivision Certificate that creates the Final Lot	\$30,000 per Final Lot for 136 Final Lots and \$13,447 for 1 Final Lot.
37 - Monetary Development Contributions per Final Lot on and from the 1204 th Final Lot	N/A	N/A	Various	<p>\$30,000 per Final Lot in the Development on and from the 1212th Final Lot.</p>	Amount to be paid prior to the issuing of the Subdivision Certificate that creates the Final Lot	\$30,000 per Final Lot.

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Schedule 2

(Clause 1.1)

Design Approval and Maintenance Schedule

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Development Contribution Item	Location identifier on Works Plan	Design Approval required?	Maintenance regime required?	Maintenance Period	Vegetation Management Plan required?
1A & 1B	CC1 & CC4	No (Design approved prior to execution of VPA)	No	12 months	No
2	B1	No (Design approved prior to execution of VPA)	Yes	12 months	No
3 & 10	Shared paths	No	No	12 months	No
4	LP1A	No (Design approval obtained prior to execution of VPA)	Yes	12 months	No
5	B2	No	Yes	12 months	No
6A & 6B	SA1 & BC1	No (Design approved prior to execution of VPA)	Yes	12 months	No
7	LP4	No (Design approval obtained prior to execution of VPA)	Yes	12 months	No
8A	PB1	Yes	No	12 months	No
8B	PB2	Yes	No	12 months	No

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

9	B5 & B6	No	Yes	12 months	No
11	Bus shelters (no identifier on plan)	No	No	12 months	No
13 and 14	Riparian Corridor	No	Yes	5 years	Yes
15	Transmission Line Easement/Open Space	Yes	Yes	5 years	No

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

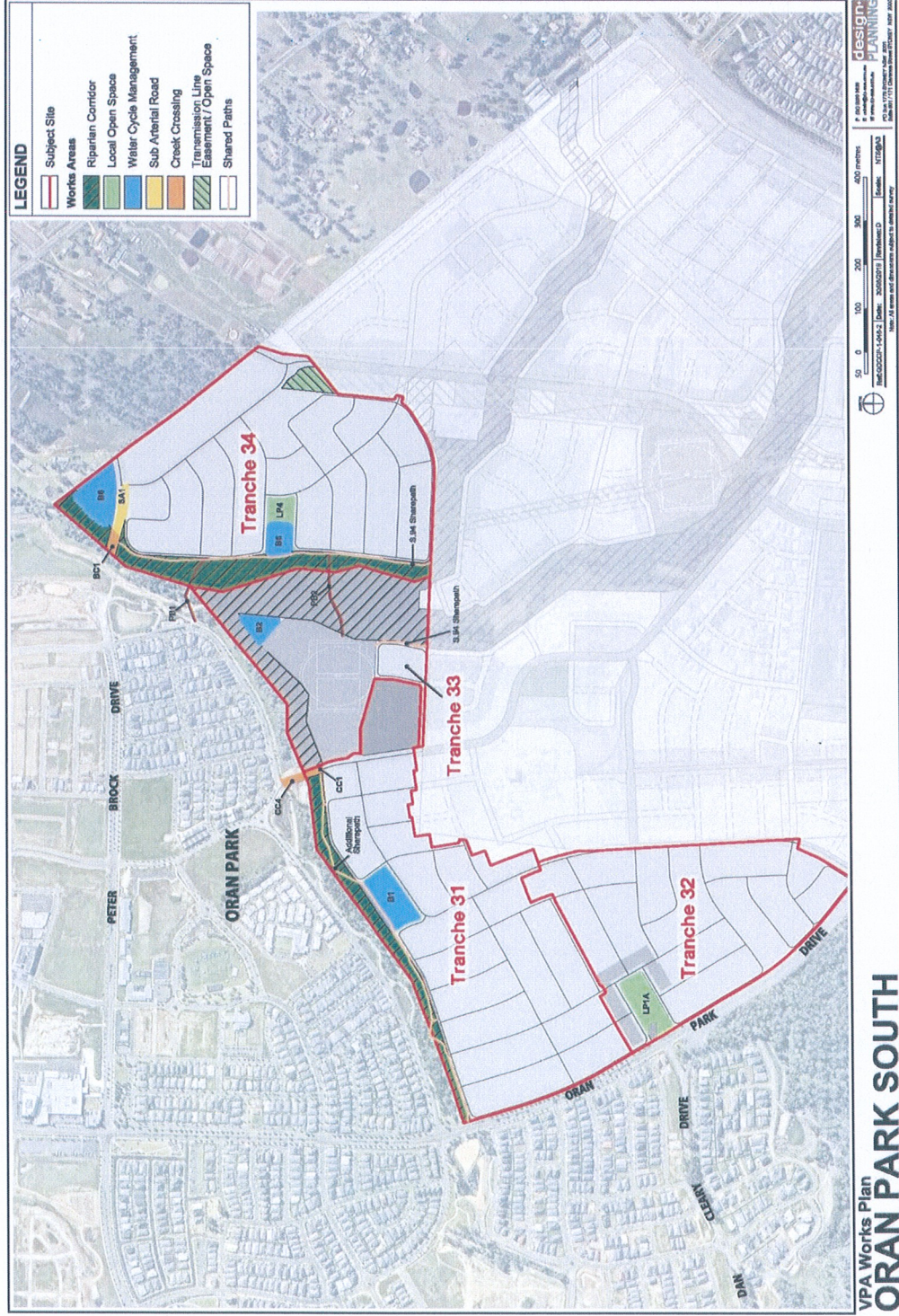
Schedule 3

(Clause 10)

Works Plan

See next page.

Oran Park South Planning Agreement
 Camden Council
 Greenfields Development Company No.2 Pty Ltd
 Leppington Pastoral Co Pty Ltd



Oran Park South Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

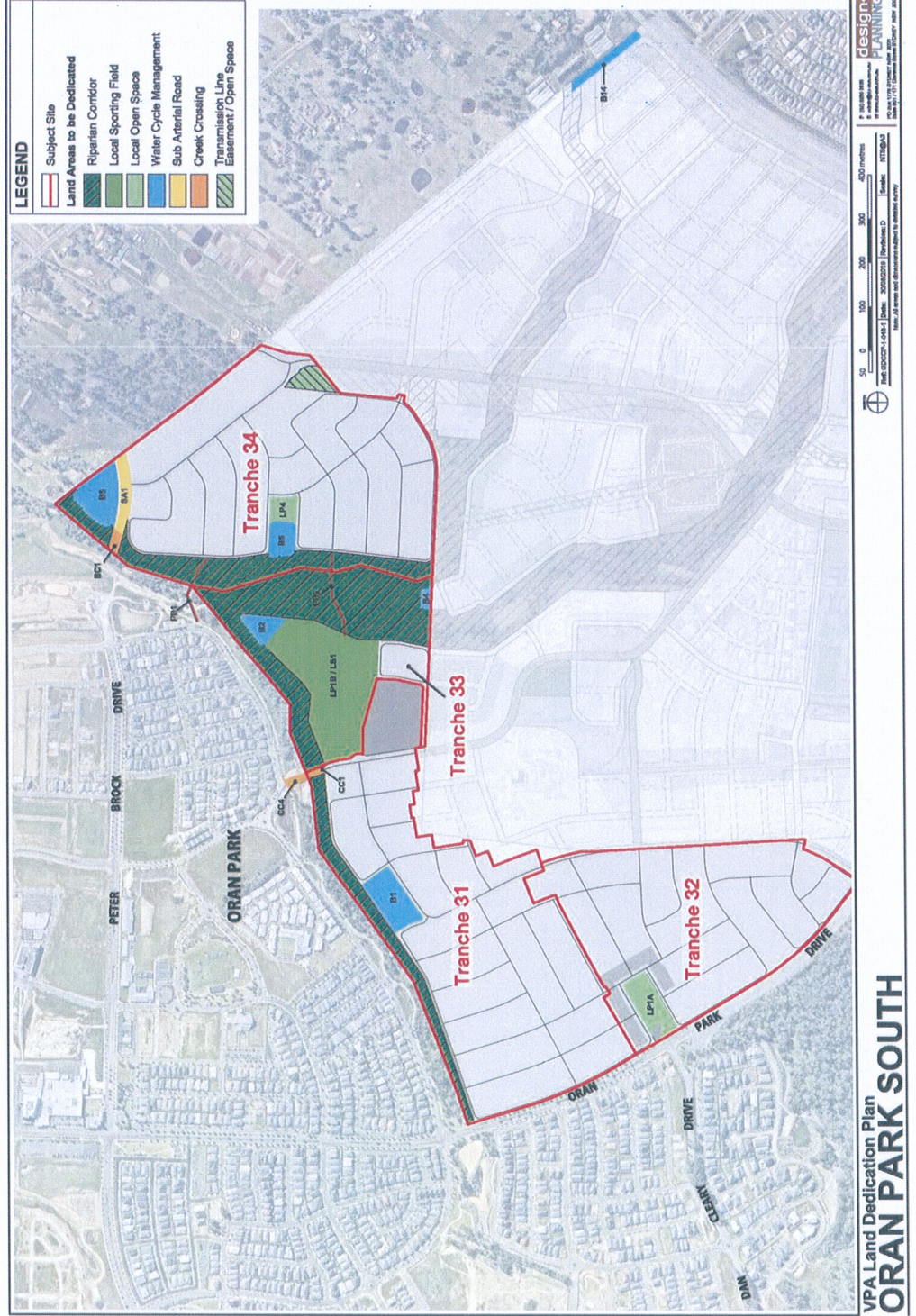
Schedule 4

(Clause 10)

Land Dedication Plan

See next page.

Oran Park South Planning Agreement
 Camden Council
 Greenfields Development Company No.2 Pty Ltd
 Leppington Pastoral Co Pty Ltd



Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

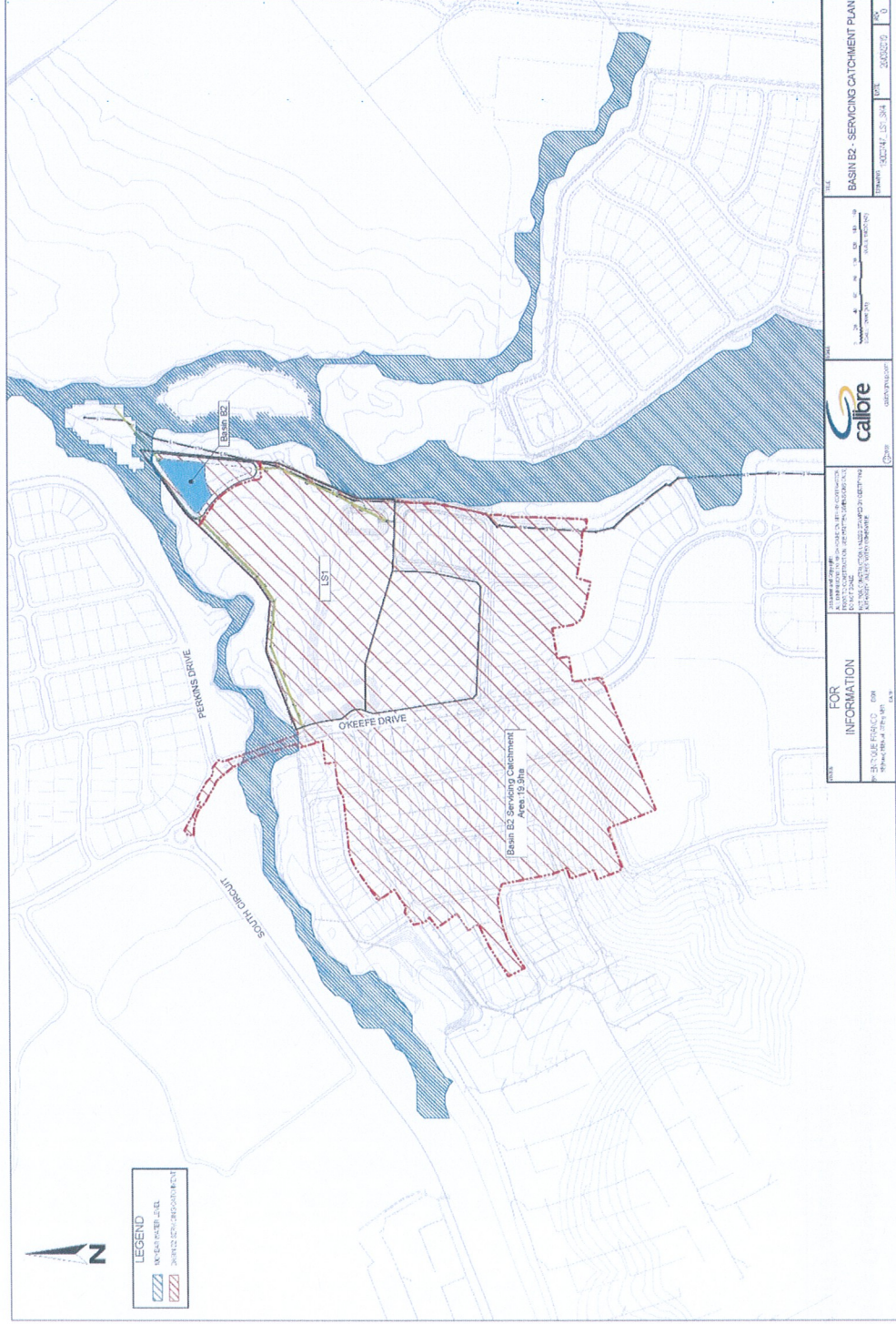
Schedule 5

(Item 5, Schedule 1)

B2 Servicing Catchment Plan

See next page.

Oran Park South Planning Agreement
 Camden Council
 Greenfields Development Company No.2 Pty Ltd
 Leppington Pastoral Co Pty Ltd



Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

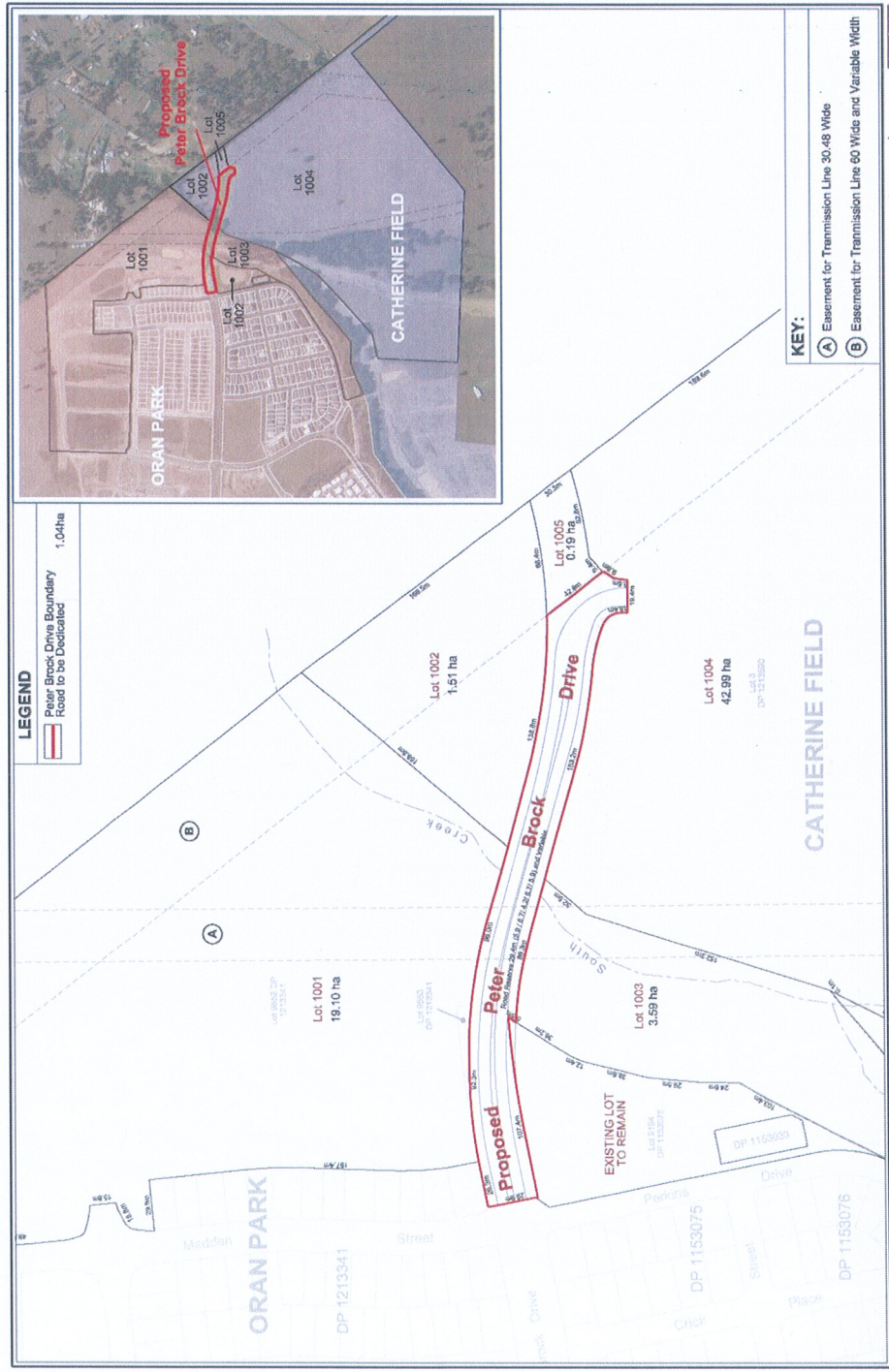
Schedule 6

(Item 25B Schedule 1)

Proposed Lot 1005 Plan

See next page.

Oran Park South Planning Agreement
 Camden Council
 Greenfields Development Company No.2 Pty Ltd
 Leppington Pastoral Co Pty Ltd



Plan of Proposed Subdivision - Lot 9183 DP 1153075, Lot 9552 and 9553 in DP 1213341 and Lot 3 in DP 1213590
ORAN PARK (SOUTH)

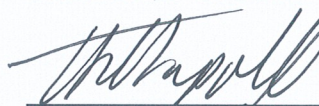
**Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

Execution

Executed as a Deed

Dated: 7, AUGUST, 2020

Executed on behalf of the Council


GK 4774, No. 753
Council Representative

DIRECTOR
SPORT, COMMUNITY
ACTIVATION

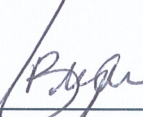
 Vesna Korsos

Witness

Executed on behalf of the GDC2 in accordance with s127(1) of the Corporations Act (Cth) 2001

 X

Name/Position Mark Vincent Perich, DIRECTOR

 X

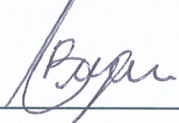
Name/Position Timothy Bryan, Director.

**Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

Executed on behalf of the LPC in accordance with s127(1) of the Corporations Act (Cth) 2001

 X

Name/Position Mark Vincent Perich - *DIRECTOR*

 X

Name/Position Timothy Bryan, *Director*.

Appendix

(Clause 63)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

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

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK NSW 2570 (**Council**)

and

Greenfields Development Company No.2 Pty Ltd ACN 133 939 965 of 1675 The Northern Rd BRINGELLY NSW 2556 (**GDC2**)

and

Leppington Pastoral Co Pty Ltd ACN 000 420 404 of 1675 The Northern Rd BRINGELLY NSW 2556 (**LPC**)

Description of the Land to which the Draft Planning Agreement Applies

Means land previously comprised in Lot 7 DP1173813 and any part of that land comprised in a lot created by Subdivision of that land, being land shown outlined by a red line and marked as 'Subject Site' on the Works Plan and Land Dedication Plan.

Means land previously comprised in Lot 7 DP1173813 and any part of that land comprised in a lot created by Subdivision of that land, being land shown outlined by a red line and marked as 'Subject Site' on the Works Plan with the exception of Lot 2059 in DP 1225569, Lot 3994 in DP1241212 and Lot 3395 in DP1241212. Also, Land means Lot 200 in DP 1235003.

Description of Proposed Development

Development, within the meaning of the Act, of the Land for urban purposes generally in accordance with the Works Plan and Land Dedication Plan involving the Subdivision of the Land into approximately 1,203 Final Lots, establishment of transport, utilities and stormwater management networks, provision of open space, recreation area embellishment, riparian corridor and transmission easement restoration and embellishment, and associated site works, the subject of Development Consent as modified from time to time, including following Development Consents:

- (a) Development Consent to Development Application DA1031/2015 granted by the Council on 18 December 2015 as modified from time to time,
- (b) Development Consent to Development Application DA1197/2015 granted by the Council on 9 February 2016 as modified from time to time,
- (c) Development Consent to Development Application DA1319/2015 granted by the Council on 22 April 2016 as modified from time to time.
- (d) Development Consent to Development Application DA1517/2015 granted by the Council on 20 June 2016 as modified from time to time.
- (e) Development Consent to Development Application DA1531/2015 granted by the Council on 30 August 2016 as modified from time to time.
- (f) Development Consent to Development Application DA21/2018 granted by the Council on 24 August 2018 as modified from time to time.
- (g) Development Consent to Development Application DA147/2018 granted by the Council on 13 May 2019 as modified from time to time.
- (h) Development Consent to Development Application DA907/2017 granted by the Council on 18 June 2018 as modified from time to time.
- (i) Development Consent to Development Application DA1330/2017 granted by the Council on 18 October 2018 as modified from time to time.
- (j) Development Consent to Development Application DA1413/2017 granted by the Council on 20 May 2019 as modified from time to time.
- (k) Development Consent to Development Application DA1774/2017 granted by the Council on 7 August 2019 as modified from time to time.

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives of Draft Planning Agreement

The objectives of the Draft Planning Agreement are to provide infrastructure and facilities to meet the requirements of the Development and provide for the dedication of associated land to Council. Specifically, the Developer and the Landowners are to provide work and land for the purposes of open space and recreation, roads and transport and traffic management, drainage, vegetation management. To the extent the value of the works and land are less than what the Developer would normally be required to pay under s7.11 of the *Environmental Planning and Assessment Act 1979* (based on \$30,000 per lot), the Developer is to pay the Council monetary contributions for the difference.

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

The Draft Planning Agreement incorporates obligations of the Developer and Landowners under existing works-in-kind agreements entered into with the Council, and has the effect of rescinding those works-in-kind agreements.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the EPA Act. It is a voluntary agreement, under which the Developer and Landowners make Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) for various public purposes (as defined in s 7.4(2) of the EPA Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- relates to the carrying out by the Developer of the Development,
- terminates the works-in-kind agreements entered into between the Council, the Developer and the Landowners,
- excludes the application of s 7.11 and s 7.12 of the EPA Act to the Development,
- does not exclude the application of s 7.24 of the EPA Act to the Development,
- requires dedication of land and carrying out of works for various public purposes,
- requires the payment of monetary contributions for various public purposes,
- the Developer is to provide security as follows:
 - provide a bank guarantee, bond or other form of security (as agreed); and
 - grant the Council a charge over the charge land,
 - compulsory acquisition arrangements for the land dedication.
- is to be registered on the titles to the part of the Land that originally comprised Lot 3996 DP1241212 and which has not been created as a Final Lot,
- imposes restrictions on the Developer and Landowners transferring the Land or part of the Land or assigning an interest under the Agreement,
- provides two dispute resolution methods where a dispute arises under the agreement, being mediation and expert determination,
- provides that the agreement is governed by the law of New South Wales,
- provides that the A New Tax System (Goods and Services Tax) Act 1999 (Cth) applies to the agreement.

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement:

- promotes and co-ordinates the orderly and economic use and development of the Land to which the Planning Agreement applies,
- allows for the delivery and co-ordination of various public amenities and facilities,
- provides land for public purposes in connection with the Development, including for water management, open space and roads and traffic,
- provides and co-ordinates community services and facilities in connection with the Development, and

The Draft Planning Agreement provides a reasonable means of achieving these planning purposes by requiring the Developer and Landowners to make monetary, works and land dedication contributions to Council, to facilitate the development of the Land in connection with the provision of necessary infrastructure and community facilities.

How the Draft Planning Agreement Promotes the Public Interest

The Draft Planning Agreement promotes the public interest by:

- promoting the objects of the EPA Act set out in sections 1.3(a), (c) and (j); and
- delivering infrastructure and facilities which benefit the local and wider community.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Planning Agreement Promotes the Guiding Principles for councils in s8A of the Local Government Act 1993 (Previously s8 Elements of the Council's Charter)

The Draft Planning Agreement promotes the guiding principles for councils by ensuring that land is managed and works are delivered which will ensure

Oran Park South Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

adequate, equitable and appropriate services and facilities are provided for the community as made necessary by the Development in an affordable way, and enables Council to work with others to secure appropriate services for local community needs.

All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority’s Capital Works Program

The Draft Planning Agreement does not conform with the Council's capital works program as it contains items that are not in that program.]

All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

This Draft Planning Agreement contains requirements that must be complied with before certain construction certificates may be issued, namely the approval of the design of works.

This Draft Planning Agreement contains requirements that must be complied with before certain subdivision certificates may be issued, namely the carrying out of works and dedication of land, and payment of monetary contributions.

