

Voluntary Planning Agreement

Lot 22 DP 1042996

PARTIES

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	Representative / Contact	Aris Dimos

BACKGROUND

- A** The Developer has entered into a contract to purchase the Land.
- B** The Developer has made an application to the Council for the Instrument Change so as to enable an application to be made to the Council for the Development Consent.
- C** The Developer acknowledges that if the Development Consent is granted and the Development carried out, it is likely to increase the demand for the provision of public facilities.
- D** As a consequence of the matters set out in paragraph C the Developer has offered to make Development Contributions if the Instrument Change is gazetted on the terms set out in this agreement.

OPERATIVE PROVISIONS

1 DEFINITIONS

Unless the context otherwise requires the definitions and interpretational rules contained in Schedule 2 apply in the interpretation of terms used in this agreement.

2 APPLICATION AND OPERATION OF AGREEMENT

2.1 Planning agreement

The parties agree that this agreement is a planning agreement:

- (1) within the meaning set out in s93F of the Act; and
- (2) governed by Subdivision 2 of Division 6 of Part 4 of the Act.

2.2 Application

This agreement applies to both the Land and the Development.

2.3 Operation

- (1) Subject to paragraph (2) this agreement operates from the date that:
 - (a) it is executed by both parties; and
 - (b) the Minister is satisfied that ownership of the land has been transferred to HPAL Freehold Pty Limited and that the land is no longer being used for the purpose of an airport; and
 - (c) an order made by the Minister in respect to 2.3 (b) is published in the Gazette.
- (2) The following clauses of this agreement will only operate if and when the Council grants the Development Consent:
 - (a) clause 3; and
 - (b) clause 11.

3 PROVISION OF DEVELOPMENT CONTRIBUTIONS

3.1 Designated Land

- (1) The Developer must dedicate and transfer the Designated Land to the Council by the date or time specified for the relevant item in column 4 of the table in **Schedule 4**.
- (2) The Designated Land must be dedicated to the Council:
 - (a) free of any trusts, estates, interests, covenants and encumbrances (other than those specified in Schedule 5); and
 - (b) at no cost to Council.

- (3) Land is dedicated or transferred for the purposes of this Agreement when the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer title to the land (free from encumbrances unless otherwise agreed by Council in writing) to the Council when registered
- (4) To allow for the registration of an instrument of dedication or transfer referred to in sub clause (2), the Developer is to:
 - (a) produce to Land and Property Information office the certificate of title to land to be dedicated or transferred under this agreement or a direction allowing the certificate of title to be used for that purpose, and
 - (b) give to the Council an irrevocable undertaking to deliver to the Council the certificate of title if that certificate is released to the Developer by the Land Titles Office.

3.2 Works

- (1) The Developer must carry out and complete the Works in accordance with this agreement.
- (2) If, in accordance with Schedule 3A, a Work must be completed before the issuing of a Subdivision Certificate and the Work has not been completed, the Developer must not apply, or consent to any person applying, for the issuing of that Subdivision Certificate.

3.3 Standard of Construction of Works

The Developer must construct and complete the Works:

- (1) in accordance with the requirements of, or consents issued by, any Authority;
- (2) in accordance with any Australian Standards applicable to works of the same nature as each aspect of the Works; and
- (3) in a proper and workmanlike manner complying with current industry practice and standards relating to each aspect of the Works.

3.4 Timing of Works

Each item of the Works must be completed to the reasonable satisfaction of the Council in accordance with Clause 3.3.

3.5 Acceptance of Risk in Works

Once a parcel of Designated Land is dedicated or transferred to the Council, the Council accepts ownership, possession and control of the Land and any Works carried out on the Land.

3.6 Indexation of Contribution Value

The Contribution Value for each item of the Works will be indexed in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

where:

- A** = the indexed amount;
- B** = the relevant amount as set out in this agreement;
- C** = the Index most recently published before the date that the relevant item of the Works is Completed; and
- D** = the Index most recently published before the commencement date of this agreement.

If **A** is less than **B**, then the amount of the relevant Contribution Value will not change.

3.7 Licence for Maintenance

The Council and the Developer must enter into a licence agreement in order to allow the Developer to access the Land zoned RE1 Public Recreation to carry out the maintenance works required of it under this agreement.

3.8 Monetary Contributions

- (1) The Developer must make the Monetary Contributions in accordance with this agreement.
- (2) The Monetary Contribution and the Contribution Value in respect of that Monetary Contribution is to be indexed in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

where:

- A** = the indexed amount;
- B** = the relevant amount as set out in this agreement;
- C** = the Index most recently published before the date that the Monetary Contribution is made; and
- D** = the Index most recently published before the commencement date of this agreement.

If **A** is less than **B**, then the amount of the relevant Monetary Contribution and Contribution Value will not change.

3.9 Application Of Development Contributions By The Council

- (1) The Council must apply a Development Contribution made by the Developer under this agreement for the Public Purpose for which it is made as specified in column 2 of Schedule 3 and 3A and at the locations, in the manner and to the standards required by or under this agreement.

- (2) Following provision by the Developer, the Council is to make any Work or Designated Land provided by the Developer available for the Public Purpose for which it is required in the manner that best meets the demand for the facility created by the Development.
- (3) This clause 3.9 will continue to apply after expiration or termination of this agreement.

3.10 Obligation of Council in relation to drainage land

- (1) The Council agrees to consider in good faith, any information provided by the Developer in relation to whether that part of the Land zoned SP2 Infrastructure (drainage) by the Instrument Change is in excess of the land reasonably required for drainage and detention in the locality.
- (2) Should the Council form the view that the land so zoned is in excess of the land required, the Council will use its best endeavours to have such of the Land zone SP2 Infrastructure (drainage) rezoned for an appropriate land use.

4 COMPLETION OF WORKS

- (1) The Developer must provide a Completion Notice to the Council within fourteen (14) days of Completing any item of the Works.
- (2) The Council must inspect the Works set out in a Completion Notice within fourteen (14) days of the receipt of that notice.
- (3) Within the earlier of:
 - (a) fourteen (14) days of inspecting the item of the Works set out in a Completion Notice; and
 - (b) twenty-eight (28) days from the receipt of the relevant Completion Notice,
 the Council must provide notice in writing to the Developer that the Works set out in the Completion Notice:
 - (c) have been Completed; or
 - (d) have not been Completed, in which case the notice must also detail:
 - (i) those aspects of the relevant item which have not be Completed; and
 - (ii) the work the Council requires the Developer to carry out in order to rectify those deficiencies.
- (4) If the Council does not provide the Developer with notice in accordance with paragraph (3) the Works set out in the Completion Notice will be deemed to have been Completed on the date nominated in the Completion Notice.
- (5) Where the Council serves notice on the Developer pursuant to paragraph (3)(d) the Developer must:
 - (a) rectify the deficiencies in that item in accordance with that notice within three (3) months from the date it is issued by the Council; or
 - (b) serve a notice on the Council that it disputes the matters set out in the notice.

- (6) Where the Developer:
 - (a) serves notice on the Council in accordance with paragraph (5)(b) the dispute resolution provisions of this agreement apply; or
 - (b) rectifies the Works in accordance with paragraph (5)(a) it must serve upon the Council a new Completion Notice for the item of the Works it has rectified (**New Completion Notice**).
- (7) The provisions of paragraphs (2) - (6) (inclusive) apply to any New Completion Notice issued by the Developer in accordance with paragraph (6)(b).

5 DEFECTS LIABILITY

5.1 Defects Notice

- (1) Where a Final Completion Notice has been issued for any part of the Works but those Works contain a material defect which:
 - (a) adversely affects the ordinary use and/or enjoyment of the relevant works; or
 - (b) will require maintenance or rectification works to be performed on them at some time in the future as a result of the existence of the defect;

(**Defect**) Council may issue a defects notice (**Defects Notice**) concerning those Works but only within the Defects Liability Period.
- (2) A Defects Notice must contain the following information:
 - (a) the nature and extent of the Defect;
 - (b) the reasonable work Council requires the Developer to carry out in order to rectify the Defect; and
 - (c) the time within which the Defect must be rectified (which must be a reasonable time and not less than fourteen (14) days).

5.2 Developer to Rectify Defects

- (1) The Developer must rectify the Defects contained within a Defects Notice as soon as practicable after receipt of the Defects Notice.
- (2) The Developer must follow the procedure set out in clause 4 in respect of the satisfaction of the Defects Notice.

5.3 Right of Council to Step-In

Council may enter upon the Land for the purpose of satisfying the Defects Notice where the Developer has failed to comply with a Defects Notice but only after giving the Developer seven (7) days written notice of its intention to do so.

5.4 Consequence of Step-In

If Council elects to exercise the step-in rights granted to it under clause 5.3 then:

- (1) Council may:
 - (a) enter upon any part of the Land that it requires access to in order to satisfy the obligations of the Developer in accordance with the Defects Notice; and
 - (b) rectify the relevant Defects in accordance with the Defects Notice; and
- (2) the Developer must not impede or interfere with the Council in undertaking that work.

5.5 Costs of Council

Where Council exercises its step-in rights all costs incurred by Council in rectifying the relevant Defects may be claimed by Council as a liquidated debt owed by the Developer.

6 APPLICATION OF S94 & S94A

6.1 Application

This agreement excludes the application of section 94 and section 94A of the Act to the Development.

7 DEVELOPER WARRANTIES AND INDEMNITIES

7.1 Warranty

The Developer warrants to Council that:

- (1) it is legally and beneficially entitled to the Land;
- (2) it is able to fully comply with its obligations under this agreement;
- (3) it has full capacity to enter into this agreement; and
- (4) there is no legal impediment to it entering into this agreement, or performing the obligations imposed under it.

7.2 Indemnity

The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising from the carrying out by the Developer of the Works and any other obligation under this Agreement

8 CONTAMINATION

In relation to any notices or orders issued pursuant to the *Contaminated Land Management Act* 1997, and the requirements of the Department of Environment and Climate Change and any other relevant authority, the Developer indemnifies and must keep indemnified Council against all liability

for and associated with all Contamination present in, on and under the Designated Land as at the date of dedication of the Designated Land.

9 DETERMINATION OF THIS AGREEMENT

9.1 Determination

Except as expressly provided, this agreement will determine upon the Developer satisfying all of the obligations imposed on it in full.

10 REGISTRATION OF THIS PLANNING AGREEMENT

10.1 Obligation to Register

- (1) Once HPAL Freehold Pty Limited are in ownership of the Land, this agreement is to be registered on the title of the Land pursuant to s 93H of the Act.
- (2) The Developer must:
 - (a) do all things necessary to allow the registration of this agreement to occur under paragraph (1); and
 - (b) pay any reasonable costs incurred by the Council in undertaking that registration.

10.2 Partial Discharge of agreement

The Council will do all things necessary to allow the Developer to remove this agreement from the title of a Residential Lot as quickly as practicable upon request by the Developer where the Developer has complied with its obligations under this agreement with respect to the relevant Residential Lot.

11 SECURITY

11.1 Prohibition

Neither party may Assign their rights under this agreement without the prior written consent of the other party.

11.2 Assignment of Land

The Developer must not Assign its interest in the Land (other than a Residential Lot or as required under this agreement) unless:

- (1) the Council consents to the Assignment and such consent shall not be unreasonably withheld; and
- (2) the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be transferred, of an agreement in favour of the Council on terms satisfactory to the Council but not unreasonable in respect of the performance of the relevant obligations of the Developer under this agreement.

11.3 Delivery to Council of Bond or Bank Guarantee

- (1) Prior to:
 - (a) the issuing of the first construction certificate in respect of a Stage of the Development; or

- (b) commencement of that Stage,
whichever occurs first,
- (c) in relation to a Stage of the Development in respect of which a Development Contribution must be provided in accordance with this agreement,

the Developer is to provide the Council with a Bond or a Bank Guarantee in an amount equal to the sum (as indexed under this agreement) of the Contribution Values of the Development Contributions required to be made by the Developer under this agreement in relation to that Stage.

11.4 Council may call on Bond or Bank Guarantee

- (1) If the Developer does not provide a Development Contribution as required by this agreement, the Council may issue the Developer with a notice in accordance with clause 21.1 requiring the Developer to rectify the relevant default within seven (7) days.
- (2) In the event that the Developer fails to comply with a notice issued under paragraph (1) to the reasonable satisfaction of the Council, the Council may, without limiting any other avenues available to it, call on the relevant Bond or Bank Guarantee to the extent necessary to reimburse the Council for any costs incurred by it in rectifying the relevant default of the Developer.

11.5 Top up of Bond or Bank Guarantee

Within seven (7) days of being requested to do so by the Council, the Developer must ensure that the amount secured by any Bond or Bank Guarantee is returned to the relevant level set out in **Schedule 3A**.

11.6 Replacement of Bond or Bank Guarantee or bond

At any time following the provision of a Bond or Bank Guarantee, the Developer may provide Council with one or more replacement Bonds or Bank Guarantees totalling the amount of all Bonds or Bank Guarantees required to be provided under this clause for the time being. On receipt of such replacement Bond or Bank Guarantee, the Council must release and return to the Developer, as directed, the Bonds and Bank Guarantees which it holds that have been replaced.

11.7 Return of Bond or Bank Guarantee

- (1) Subject to paragraph (2), within one (1) month after the Developer satisfies its obligation under this agreement to provide a Development Contribution, the Council must return the Bond or Bank Guarantee to the Developer referable to that Development Contribution.
- (2) Where the Development Contribution referred to in paragraph (1) is a Work:
 - (a) the Council must release so much of the relevant Bond or Bank Guarantee in excess of the amount that equates to the "Percentage of Bond or Bank Guarantee Retained During Defects Liability Period" identified in **Schedule 3A** for the relevant item of Work; and

- (b) within one (1) month after the Defects Liability Period has expired with respect to the relevant item of Work, Council must release and return the remaining balance of the relevant Bond or Bank Guarantee to the Developer.

12 FORCE MAJEURE

12.1 Definition

In this clause 12, force majeure (**Force Majeure**), means any physical or material restraint beyond the reasonable control of a party claiming the Force Majeure and includes, without limitation, fire, the discovery of threatened species on the Land or industrial disputes.

12.2 Consequences of Force Majeure Event

- (1) If a party is unable by reason of Force Majeure to carry out wholly or in part its obligations under this agreement, it must:
 - (a) give to the other party prompt notice of the Force Majeure with reasonably full particulars; and
 - (b) suggest an alternative method, if any, of satisfying its obligations under this agreement.
- (2) If a party is unable to satisfy its obligations under this agreement by an alternative method, the obligations of the parties so far as they are affected by the Force Majeure are then suspended during continuance of the Force Majeure and any further period as may be reasonable in the circumstances.

12.3 Inability to complete Works

- (1) The party giving such notice under this clause must use all reasonable effort and diligence to remove the Force Majeure or ameliorate its effects as quickly as practicable.
- (2) If the Developer is unable to Complete any part of the Works due to a Force Majeure event the Developer must pay to Council the amount specified in **Schedule 3A** of the relevant works and the amount payable to Council may be apportioned, if necessary, in such manner as may be fair and reasonable.
- (3) In reference to paragraph (2), Council may at its absolute discretion call on the Bond or Bank Guarantees (or any part of it) pursuant to clause 11.4

12.4 Exclusion of operation

The parties agree that this Force Majeure provision does not apply to an obligation of a party to transfer land or to pay money.

12.5 Dispute

If the parties are unable to agree on the existence of an event of Force Majeure or the period during which the obligations of the parties are suspended during the continuance of the Force Majeure, that dispute must be referred for determination under clause 14.

13 REVIEW & AMENDMENT

13.1 Review

If either party requests a review of the whole or any part of this agreement then the parties must use their best endeavours, acting in good faith, to review the agreement in accordance with that request.

13.2 Amendment

If the parties agree to amend this agreement as a result of a review conducted under this clause then any such amendment must be made:

- (1) in writing signed by both parties; and
- (2) subject to the provisions of the Act.

14 DISPUTE RESOLUTION

14.1 Notice of dispute

If a dispute or lack of certainty between the Parties arises in connection with this agreement or its subject matter (a **dispute**), then either Party (the **First Party**) must give to the other (the **Second Party**) a notice of dispute in writing adequately identifying and providing details of the dispute and designating as its representative a person to negotiate the dispute. The Second Party must, within five (5) Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person to negotiate the Dispute (the representatives designated by the Parties being together, the **Representatives**).

14.2 Conduct pending resolution

The Parties must continue to perform their respective obligations under this agreement if there is a dispute but will not be required to complete the matter the subject of the dispute, unless the appropriate Party indemnifies the other relevant Parties against costs, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying Party.

14.3 Further steps required before proceedings

Subject to clauses 14.14 and 14.15 and except as otherwise expressly provided in this agreement, any dispute between the Parties arising in connection with this deed or its subject matter must, as a condition precedent to the commencement of litigation, mediation under clause 14.5 or determination by an expert under clause 14.6, first be referred to the Representatives. The Representatives must endeavour to resolve the dispute within five (5) Business Days.

14.4 Disputes for mediation or expert determination

If the Representatives have not been able to resolve the dispute, then the Parties must agree within five (5) Business Days to either refer the matter to mediation under clause 14.5 or expert resolution under clause 14.6.

14.5 Disputes for mediation

- (1) If the Parties agree in accordance with clause 14.4 to refer the dispute to mediation, the mediation must be conducted by a mediator agreed by the Parties and, if the Parties cannot agree within five (5) Business Days, then by a mediator appointed by LEADR.

- (2) If the mediation referred to in paragraph (1) has not resulted in settlement of the dispute and has been terminated, the Parties may agree to have the matter determined by expert determination under clause 14.6.

14.6 Choice of expert

- (1) If the Parties agree to have the matter determined by expert determination, this clause 14.6 applies.
- (2) The dispute must be determined by an independent expert in the relevant field:
 - (a) agreed between and appointed jointly by the Parties; or
 - (b) in the absence of agreement within five (5) Business Days after the date that the Parties agree to have the matter determined by expert determination, appointed by the President or other senior officer for the time being of the body administering or expert in the relevant field.
- (3) If the Parties fail to agree as to the relevant field within five (5) Business Days after the Parties agree to have the matter determined by expert determination, either Party may at any time refer the matter to the President of the New South Wales Bar Association (or the President's nominee) whose decision as to the relevant field is final and binding on the Parties.
- (4) The expert appointed to determine a dispute:
 - (a) must have a technical understanding of the issues in dispute;
 - (b) must not have a significantly greater understanding of one Party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and
 - (c) must inform the Parties before being appointed of the extent of the expert's understanding of each Party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Parties.
- (5) The Parties must promptly enter into an agreement with the expert appointed under this clause 14.6 setting out the terms of the expert's determination and the fees payable to the expert.

14.7 Directions to expert

- (1) In reaching a determination in respect of a dispute under clause 14.6, the independent expert must give effect to the intent of the Parties entering into this deed and the purposes of this deed.
- (2) The expert must:
 - (a) act as an expert and not as an arbitrator;
 - (b) proceed in any manner as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
 - (c) not accept verbal submissions unless both Parties are present;
 - (d) on receipt of a written submission from one Party, ensure that a copy of that submission is given promptly to the other Party;

- (e) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the dispute;
 - (f) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
 - (g) issue a draft certificate stating the expert's intended determination (together with written reasons), giving each Party ten (10) Business Days to make further submissions;
 - (h) issue a final certificate stating the expert's determination (together with written reasons); and
 - (i) act with expedition with a view to issuing the final certificate as soon as practicable.
- (3) The Parties must comply with all directions given by the expert in relation to the resolution of the dispute and must within the time period specified by the expert, give the expert:
- (a) a short statement of facts;
 - (b) a description of the dispute; and
 - (c) any other documents, records or information which the expert requests.

14.8 Expert may commission reports

- (1) Subject to paragraph (2):
 - (a) the expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination; and
 - (b) the Parties must indemnify the expert for the cost of those advisers or consultants in accordance with clause 14.6(5) of this deed.
- (2) The Parties must approve the costs of those advisers or consultants in writing prior to the expert engaging those advisers or consultants.

14.9 Expert may convene meetings

- (1) The expert must hold a meeting with all of the Parties present to discuss the dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- (2) The Parties agree that a meeting under paragraph (1) is not a hearing and is not an arbitration.

14.10 Other courses of action

If:

- (1) the Parties cannot agree in accordance with clause 14.4 to refer the matter to mediation or determination by an expert; or
- (2) the mediation referred to in clause 14.5 has not resulted in settlement of the dispute and has been terminated and the Parties have not

agreed to refer the matter to expert determination within five (5) Business Days after termination of the mediation;

then either Party may take whatever course of action it deems appropriate for the purpose of resolving the dispute.

14.11 Confidentiality of information provided in dispute resolution process

- (1) The Parties agree, and must procure that the mediator and the expert agrees as a condition of his or her appointment:
 - (a) subject to paragraph (b), to keep confidential all documents, information and other material disclosed to them during or in relation to the mediation or expert determination;
 - (b) not to disclose any confidential documents, information and other material except:
 - (i) to a Party or adviser or consultant who has signed a confidentiality undertaking; or
 - (ii) if required by Law to do so or State Government policy or local government policy or any listing rule; and
 - (c) not to use confidential documents, information or other material disclosed to them during or in relation to the mediation or expert determination for a purpose other than the mediation or expert determination.
- (2) The Parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
 - (a) views expressed or proposals or suggestions made by a Party or the mediator or the expert during the expert determination or mediation relating to a possible settlement of the dispute;
 - (b) admissions or concessions made by a Party during the mediation or expert determination in relation to the dispute; and
 - (c) information, documents or other material concerning the dispute which are disclosed by a Party during the mediation or expert determination unless such information, documents or facts would be discoverable in judicial or arbitral proceedings.

14.12 Final determination of expert

The Parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.

14.13 Costs

If any independent expert does not award costs, each Party must contribute equally to the expert's costs in making the determination.

14.14 Remedies available under the Act

This clause 14 does not operate to limit the availability of any remedies available to Council under sections 123, 124 and 125 of the Act.

14.15 Urgent relief

This clause 14 does not prevent a party from seeking urgent injunctive or declaratory relief.

15 DEFAULT IN PERFORMANCE

15.1 Events of default

The Developer commits an "Event of Default" if:

- (1) it breaches an essential term of this agreement; or
- (2) it breaches a non-essential term of this agreement and fails to rectify that breach within a reasonable time (which must not be less than ten (10) business days) of being requested to do so by the Council.

15.2 Consequences of Events of default

Where the Developer commits an Event of Default, the Council may terminate this agreement by notice in writing to the Developer.

15.3 No restriction on rights

The rights vested in the Council pursuant to clause 15.2 do not prevent the Council from exercising any other rights that it may possess at law.

16 TERMINATION

16.1 Termination

This agreement may be terminated:

- (1) if the parties agree in writing to terminate it; or
- (2) in accordance with clause 10.

16.2 Consequence of termination

Upon termination of this agreement:

- (1) all future rights and obligations of the parties are discharged; and
- (2) all pre-existing rights and obligations of the parties continue to subsist.

17 POSITION OF COUNCIL

17.1 Consent authority

The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Legislation.

17.2 Agreement does not fetter discretion

This agreement is not intended to operate to fetter, in any unlawful manner:

- (1) the power of the Council to make any Law; or
- (2) the exercise by Council of any statutory power or discretion, (Discretion).

17.3 Severance of provisions

- (1) No provision of this agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:
 - (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 17 is substantially satisfied; and
 - (b) in the event that paragraph (a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect.
- (2) Where the Law permits the Council to contract out of a provision of that Law or gives the Council power to exercise a Discretion, then if the Council has in this agreement contracted out of a provision or exercised a Discretion under this agreement, then to that extent this agreement is not to be taken to be inconsistent with the Law.

17.4 No Obligations

Nothing in this agreement will be deemed to impose any obligation on the Council to exercise any of its functions under the Act in relation to the Draft LEP, the Land or the Development.

18 CONFIDENTIALITY

18.1 Agreement not Confidential

The terms of this agreement are not confidential and this agreement may be treated as a public document and exhibited or reported without restriction by any party.

18.2 Other Confidential Information

- (1) The parties acknowledge that:
 - (a) Confidential Information may have been supplied to some or all of the parties in the negotiations leading up to the making of this agreement;
 - (b) the parties may disclose to each other further Confidential Information in connection with the subject matter of this agreement; and
 - (c) subject to paragraphs (2) and (3), each party agrees:

- (i) not to disclose any Confidential Information received before or after the making of this agreement to any person without the prior written consent of the party who supplied the Confidential Information; or
 - (ii) to take all reasonable steps to ensure all Confidential Information received before or after the making of this agreement is kept confidential and protected against unauthorised use and access.
- (2) A party may disclose Confidential Information in the following circumstances:
 - (a) in order to comply with the Law, state government policy, local government policy or any listing rule; or
 - (b) to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the information confidential.
- (3) The obligations of confidentiality under this clause do not extend to information which is public knowledge other than as a result of a breach of this clause.

19 GST

19.1 Defined GST Terms

Defined terms used in this clause 19 have the meaning ascribed to them in the GST Law.

19.2 GST to be Added to Amounts Payable

If GST is payable on a Taxable Supply made under, by reference to or in connection with this agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, Unless otherwise expressly stated, prices or other sums payable or Consideration to be provided under or in accordance with this agreement are exclusive of GST.

19.3 GST Obligations to Survive Termination

This clause 19 will continue to apply after expiration or termination of this agreement.

20 MISCELLANEOUS

20.1 Obligation to act in good faith

The parties must at all times:

- (1) cooperate and use their best endeavours to profitably and professionally give effect to the rights and obligations of the parties set out in this agreement; and
- (2) not unreasonably delay any action, approval, direction, determination or decision which is required of it; and

- (3) make decisions that are required of it in good faith and in a manner consistent with the completion of the transactions set out in this agreement; and
- (4) be just and faithful in its activities and dealings with the other parties.

20.2 Legal costs

The Developer agrees to:

- (1) pay or reimburse the reasonable legal costs and disbursements of the Council of the negotiation, preparation, execution, and stamping of this agreement;
- (2) pay the reasonable legal costs and disbursements referred to in paragraph (1) within fourteen (14) days of receipt of a Tax Invoice from the Council; and
- (3) pay or reimburse the legal costs and disbursements of the Council arising from any breach or default by the Developer of its obligations under this agreement.

21 ADMINISTRATIVE PROVISIONS

21.1 Notices

- (1) Any notice, consent or other communication under this agreement must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (a) delivered to that person's address; or
 - (b) sent by pre-paid mail to that person's address; or
 - (c) transmitted by facsimile to that person's address.
- (2) A notice given to a person in accordance with this clause is treated as having been given and received:
 - (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day; and
 - (b) if sent by pre-paid mail, on the third Business Day after posting; and
 - (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.
- (3) For the purpose of this clause the address of a person is the address set out in this agreement or another address of which that person may from time to time give notice to each other person.

21.2 Entire agreement

This agreement is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this agreement.

21.3 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

21.4 Cooperation

Each party must sign, execute and deliver all agreements, documents, instruments and act reasonably and effectively to carry out and give full effect to this agreement and the rights and obligations of the parties under it.

21.5 Counterparts

This agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

21.6 Amendment

This agreement may only be amended or supplemented in writing signed by the parties.

21.7 Unenforceability

Any provision of this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

21.8 Power of Attorney

Each attorney who executes this agreement on behalf of a party declares that the attorney has no notice of:

- (1) the revocation or suspension of the power of attorney by the grantor;
or
- (2) the death of the grantor.

21.9 Governing law

The law in force in the State of New South Wales governs this agreement.
The parties:

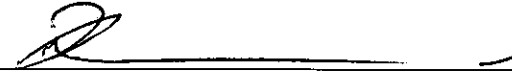
- (1) submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this agreement ; and
- (2) may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

EXECUTION PAGE

Executed as a deed

Dated:

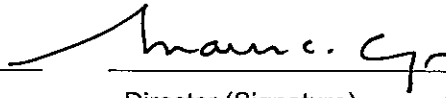
Signed, Sealed and Delivered by HPAL Freehold Pty Limited in accordance with section 127(1) of the Corporations Act by authority of its directors.



Director/Secretary (Signature)

Brendan Morse

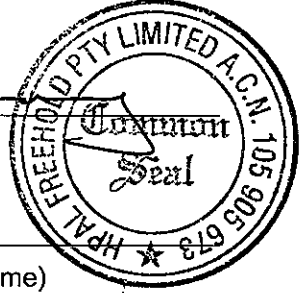
Name of Director/ Secretary (Print Name)



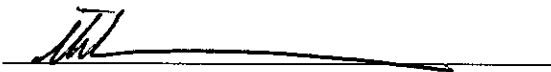
Director (Signature)

MARK C GRAY
Director

Name of Director (Print Name)



Signed, Sealed and Delivered by Liverpool City Council by its duly constituted Attorney, Phil Tolhurst pursuant to the registered Power of Attorney Book 4418 No 998 in the presence of:



Witness (Signature)

MILAN MARECIC

Name of Witness (Print Name)



Attorney (Signature)

PHILIP RONALD TOLHURST

Name of Attorney (Print Name)

Schedule 1

Commercial Terms

Developer	Name	HPAL Freehold Pty Limited
	Address	472 Pacific Highway, St Leonards NSW 2065
	ACN	105 905 673
	Telephone	(02) 9925 6677
	Facsimile	(02) 9925 6003
	Email	aris.dimos@lppl.com.au
	Representative / Contact	Aris Dimos
Council	Name	Liverpool City Council
	Address	1 Hoxton Park Road, Liverpool NSW 2170
	ABN	84 181 182 471
	Telephone	(02) 9821 9222
	Facsimile	(02) 9821 9333
	Email	P.Tolhurst@liverpool.nsw.gov.au
	Representative / Contact	Phil Tolhurst
Land	Lot 22 DP 104996 as shown on the Map.	
Current LEP	Liverpool Local Environmental Plan 1997	
Draft LEP	Draft Liverpool Local Environmental Plan 2008	

Requirements Under Section 93F of the Act

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
<p>Planning instrument and/or development application – (Section 93F(1))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) Yes</p> <p>(b) Yes</p> <p>(c) Not applicable</p>
<p>Description of land to which this deed applies – (Section 93F(3)(a))</p>	<p>The whole of the Land.</p>
<p>Description of change to the environmental planning instrument to which deed applies – (Section 93F(3)(b))</p>	<p>The amendments to be made by the draft LEP.</p>
<p>Application of section 94 of the Act – (Section 93F(3)(d))</p>	<p>Section 94 is excluded.</p>
<p>Applicability of section 94A of the Act – (Section 93F(3)(d))</p>	<p>Section 94A is excluded.</p>
<p>Mechanism for Dispute resolution – (Section 93F(3)(f))</p>	<p>See clause 14.</p>
<p>Enforcement of this deed (Section 93F(3)(g))</p>	<p>See clause 11.</p>
<p>No obligation to grant consent or exercise functions – (Section 93F(3)(9))</p>	<p>See clause 17.</p>

Schedule 2 - Defined Terms And Interpretation

Definitions

Act	means the <i>Environmental Planning & Assessment Act 1979</i> (NSW).
Assign	as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.
Authority	means (as appropriate) any: <ul style="list-style-type: none">(1) federal, state or local government; or(2) department of any federal, state or local government; or(3) any court or administrative tribunal; or(4) statutory corporation or regulatory body.
Bank Guarantee	means an irrevocable and unconditional undertaking financial institution approved by the Council, to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council.
Bond	has the same meaning as in s93F(3)(g) of the Act.
Claim	against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
Complete	with respect to an item of the Works means that particular item has been completed to the standard required under this agreement.
Completion Notice	means a notice setting out an item of the Works that the Developer believes is complete and which is: <ul style="list-style-type: none">(1) in writing; and(2) issued by an Independent Engineer; and(3) contains an acknowledgement from the Independent Engineer that it is recognised that the Council relies upon the certification provided by that Engineer.
Confidential Information	means any information and all other knowledge at any time disclosed (whether in writing and orally) by the parties to each other, or acquired by the parties in relation to the other's activities or services which is not already in the public domain and which: <ul style="list-style-type: none">(1) is by its nature confidential;(2) is designated, or marked, or stipulated by either party

	as confidential (whether in writing or otherwise);
	(3) any party knows or ought to know is confidential;
	(4) is information which may be reasonably considered to be of a confidential nature.
Contamination	has the same meaning as set out in section 5 of the <i>Contaminated Land Management Act 1997</i> .
Contributions Plan	means Liverpool Contributions Plan 2001 (as amended) as at the date of this agreement.
Contribution Value	means the Amount of the Bond or Bank Guarantee specified in respect of a Development Contribution in column 5 in Schedule 3A .
Council	means Liverpool City Council.
Defects Liability Period	means twelve (12) months after a Completion Notice has been issued for a particular aspect of the Works or as set out in Schedule 3A .
Designated Land	means the Land identified in column 3 of Schedule 4.
Developer	means the "Developer" set out in Schedule 1 .
Development	means the future development of land zoned IN1 General Industrial and IN2 Light Industrial (up to 411,000sqm), land zoned R2 General Residential and R3 Medium Density Residential (up to 250 lots).
Development Consent	means one or more development consents for the Development.
Development Cost	means, in relation to an item of Work: <ol style="list-style-type: none"> (1) the construction costs of that item; (2) any costs incurred under a building contract in relation to that item; (3) the costs of any consultants engaged in relation to that item; and (4) any costs or expenses payable to an Authority in relation to that item.
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.
Dispute	means a dispute regarding the terms or operation of this agreement.
Draft LEP	means draft Liverpool Local Environmental Plan 2008 or such other draft LEP that has the same or similar effect to

	that contemplated by draft Liverpool local environmental plan 2008 in respect of the Land.
Final Completion Notice	Means a notice issued by the Council in accordance with cl 5(3)(c) of this agreement.
GST Law	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Independent Engineer	means an appropriately qualified and experienced civil engineer who is a member of the Institute of Engineers Australia (now known as ENGINEERS AUSTRALIA) or the Association of Professional Engineers, Scientists and Managers, Australia that is approved by the Council (which approval must not be unreasonably withheld) prior to engagement by the Developer.
Index	Means the Consumer Price Index (All Groups Index) for Sydney issued by the Australian Statistician.
Instrument Change	means the making of the Draft LEP.
Land	means the "Land" set out in Schedule 1 .
Law	Means all legislation, regulations, by-laws, common law and other binding order made by any Authority.
Legislation	means the Act and the <i>Local Government Act 1993</i> (NSW).
Map	means the map in Annexure 1
Monetary Contribution	means a monetary Development Contribution specified in column 3 of Schedule 3 .
Public Purpose	has the same meaning as in s93F(2) of the Act.
Quantity Surveyor	<p>means a person who:</p> <ol style="list-style-type: none"> (1) is a member of their respective professional organisation and has been for at least five (5) years; (2) practices as a quantity surveyor for works of the same nature as the relevant Works; (3) is active as a quantity surveyor at the time of his appointment; (4) has at least three (3) years experience in valuing works of the same nature as the relevant Works; and (5) undertakes to act fairly and promptly in accordance with the requirements of this agreement.
Residential Lot	means a lot comprising part of the Land that is intended to be used for the purpose of a dwelling or a dwelling house

	without being further subdivided.
Stage	in relation to the Development means a stage of the carrying out of the Development.
Subdivision Certificate	has the same meaning as in the Act.
Super lot	An area of land that is intended to be subdivided into further lots.
Value	means the value of a particular item of the work as at the date it was Completed.
Vegetation Management Plan	means the vegetation management plan adopted by the Council from time to time with respect to land zoned RE1 Public recreation & SP2 Infrastructure (drainage).
Works	means a Development Contribution specified in column 3 of Schedule 3A not being a Monetary Contribution and includes the costs of design, project management, advice from consultants and any other fees and charges that would ordinarily be incurred by a developer in the provision of that Work.

Interpretational Rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement.
reference to statutes	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
singular includes plural	the singular includes the plural and vice versa.
person	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
accounting terms	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
meaning not limited	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
next day	if an act under this agreement to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
next Business Day	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
time of day	time is a reference to Sydney time.
headings	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect

	the interpretation of this agreement.
agreement	a reference to any agreement, agreement or instrument includes the same as varied, supplemented, novated or replaced from time to time.
Gender	a reference to one gender extends and applies to the other and neuter gender.

Schedule 3 –Development Contributions (monetary)

	Public Purpose of Development Contribution	Description of Development Contribution	Time for provision of Development Contribution
0a	Central library extensions	Monetary Contribution of \$44,250	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0b	Liverpool Museum	Monetary Contribution of \$15,525	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0c	Powerhouse Arts Centre	Monetary Contribution of \$19,406	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0d	District community land	Monetary Contribution of \$173,650 in lieu of s94 contributions Community - District	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0e	District community works	Monetary Contribution of \$274,974	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0f	Indoor recreation & entertainment complex	Monetary Contribution of \$87,777	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0g	Whitlam centre extension	Monetary Contribution of \$32,750	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0h	Georges River Parklands	Monetary Contribution of \$68,370	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0i	District Recreation land	Monetary Contribution of \$534,175	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.

	Public Purpose of Development Contribution	Description of Development Contribution	Time for provision of Development Contribution
0j	District Recreation works	Monetary Contribution of \$244,520	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0k	Local Community	Monetary Contribution (Land \$388,125, Works \$291,693)	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.
0l	Administration and Professional fees	Monetary Contribution of \$87,524	Prior to the issue of a subdivision certificate for a plan that when registered would create the first (1 st) Residential Lot of the land.

Schedule 3A –Development Contributions (works)

	Item	Description of works	Timing for the provision of works	Amount of Bond or Bank Guarantee	Percentage of Bond or bank Guarantee retained during Defects Liability period	Amount of Bond or Bank Guarantee retained during (any) defects Liability period
1a	Remediation of land zoned RE1 Public Recreation as shown on the plan attached as Annexure 1 .	Removal of waste and fill to existing or otherwise approved finished ground level.	Prior to the dedication of the Land zoned RE1 Public Recreation.	\$10,000	10%	\$1,000
1b		Removal or other appropriate management of site contamination.				
2a	Management of land zoned RE1 Public Recreation as shown on the plan attached as Annexure 1	Refine the draft Vegetation Management Plan and Offset Strategy that includes a program of works for soil remediation, weed control, regeneration, re-vegetation for all land to be dedicated to Council zoned RE1. The Vegetation Management Plan and Offset Strategy is to be approved by Council.	Prior to the dedication of the Land zoned RE1 Public Recreation.	\$1,000	n/a	n/a
2b	Management of land zoned RE1 Public	Carry out the program of works for soil remediation, weed control,	Prior to the dedication of the	\$159,340	10%	\$15,934

	Item	Description of works	Timing for the provision of works	Amount of Bond or Bank Guarantee	Percentage of Bond or bank Guarantee retained during (any) Defects Liability period	Amount of Bond or Bank Guarantee retained during (any) defects Liability period
	Recreation as shown on the plan attached as Annexure 1.	regeneration, re-vegetation for all land to be dedicated to Council zoned RE1 as stipulated in an approved Vegetation Management Plan and Offset Strategy.	Land zoned RE1 Public Recreation.			
2d	Vegetation Management of land zoned RE1 Public Recreation as shown on the plan attached as Annexure 1.	Maintenance works described in the Vegetation Management Plan as Final completion.	As specified in the Approved Vegetation Management Plan...	\$39,970	10%.	\$3,997
3a	Public recreation facilities with the RE1 Public Recreation zone land as shown on Annexure 1.	Play equipment and soft fall area to Council specifications	Prior to the issue of a subdivision certificate for a plan that when registered would create the fifty-first (51 st) Residential Lot of the Land.	\$125,000	10%	\$2,500
3b		One large covered area seating twelve and two smaller covered areas each seating six				
3c		4 park benches				
4a	Bike and pedestrian path	Construction of shared bike and pedestrian path through Land zoned RE1 Public Recreation between the northern boundary of Lot 22 DP 1042996 and the	Prior to the issue of a subdivision certificate for a plan that when registered would create the fifty-first	\$250,000	10%	\$25,000

	Item	Description of works	Timing for the provision of works	Amount of Bond or Bank Guarantee	Percentage of Bond or bank Guarantee retained during (any) Defects Liability period	Amount of Bond or Bank Guarantee retained during (any) defects Liability period
		<p>proposed east-west access road and bridge.</p> <ul style="list-style-type: none"> - 2.5 metres wide - 1.0 km approximate length - 100mm reinforced concrete for maintenance vehicles. 	(51 st) Residential Lot of the Land.			
5a	Bike and pedestrian path	<p>Construction of shared bike and pedestrian path between path in RE1 Public Recreation Zone (ie. Item 4) and M7 underpass.</p> <ul style="list-style-type: none"> - 2.5 metres wide, - 0.25km approximately length <p>Adjacent to east-west access road from bridge to M7 underpass.</p>	Prior to the issue of a subdivision certificate for a plan that when registered would create the fifty-first (51 st) Residential Lot of the Land.	\$62,500	10%	\$6,500
6a	Bike and pedestrian path	Construction of shared bike and pedestrian path between Cowpasture Road shared path to Hinchinbrook Primary School via Ward Place Hinchinbrook..	Prior to the issue of a subdivision certificate for a plan that when registered would create the fifty-first (51 st) Residential Lot	\$225,000	10%	\$22,500

	Item	Description of works	Timing for the provision of works	Amount of Bond or Bank Guarantee	Percentage of Bond or bank Guarantee retained during (any) Defects Liability period	Amount of Bond or Bank Guarantee retained during (any) defects Liability period
		- 2.5 metres wide, - 0.9km approximate length	of the Land.			
7a	Bike and pedestrian path	Construction of shared bike and pedestrian path between northern boundary of Lot 22 DP 1042996 to Cecil Hills High School: - 2.5 metres wide, - 0.4km approximate length From residential zoned portion of the subject Land to school via Lascelles Street reserve.	Prior to the issue of a subdivision certificate for a plan that when registered would create the fifty-first (51 st) Residential Lot of the Development.	\$100,000	10%	\$10,000
8a	Local Drainage facilities	As required to drain any development on the Land to Hinchinbrook Creek and including culverts, channels, piping etc. Land zoned SP2 drainage to the south-west corner of the land.	Prior to the issue of a subdivision certificate (other than super-lot subdivision).			
9a	Stormwater detention .	Construction of a detention basin	Prior to (whichever	\$2,010,000	10%	\$201,000

	Item	Description of works	Timing for the provision of works	Amount of Bond or Bank Guarantee	Percentage of Bond or bank Guarantee retained during (any) Defects Liability period	Amount of Bond or Bank Guarantee retained during (any) defects Liability period
		<p>with a minimum capacity of 122,000m³ on land zoned SP2 Infrastructure (drainage).</p> <p>- located on the subject Land and adjacent land to the west</p> <p>Basin area to be embellished in accordance with Water Sensitive Urban Design Principles and Council's satisfaction.</p>	<p>occurs first):</p> <p>(1) the issue of a subdivision certificate for a plan that when registered would create the first (1st) Residential Lot of the Development; or</p> <p>(2) the development (other than super-lot subdivision) of Land zoned B1 Neighbourhood Business; or</p> <p>(3) the development of more than 25 hectares of Land zoned either IN1 General Industrial or IN2 Light Industrial.</p>			

Item	Description of works	Timing for the provision of works	Amount of Bond or Bank Guarantee	Percentage of Bond or bank Guarantee retained during (any) Defects Liability period	Amount of Bond or Bank Guarantee retained during (any) defects Liability period
10a	Stormwater drainage	<p>Construction of "Drainage Channel" on Land zoned SP2 Infrastructure (drainage) and RE1 Public Recreation as shown on the plan attached as Annexure 1. between the detention basin and Hinchinbrook Creek.</p> <p>Channel to be embellished in accordance with Water Sensitive Urban Design Principles and Council's satisfaction.</p>	<p>Prior to (whichever occurs first):</p> <p>(3) the issue of a subdivision certificate for a plan that when registered would create the first (1st) Residential Lot of the Development; or</p> <p>(4) the development (other than super-lot subdivision) of Land zoned B1 Neighbourhood Business; or</p> <p>(5) the development of more than 25 hectares of Land zoned either IN1 General Industrial or IN2</p>	10%	\$189,000
			\$1,890,000		

Item	Description of works	Timing for the provision of works	Amount of Bond or Bank Guarantee	Percentage of Bond or bank Guarantee retained during (any) Defects Liability period	Amount of Bond or Bank Guarantee retained during (any) defects Liability period
11a	<p>Bridge .</p> <p>Construction of bridge over Hinchinbrook creek to provide access from Cowpasture Road to the M7 underpass</p> <ul style="list-style-type: none"> - 2 vehicle lanes with shoulders between Cowpasture Road and western boundary of the Land on the southern side of the basin. - 2.5 metre wide shared bike/pedestrian path - Flood free level (1% ARI) - All services to be included eg. street lighting, drainage etc - Bridge to connect to Cowpasture Road adjacent to the northern boundary of Lot 101 CS 04/86. 	<p>Light Industrial.</p> <p>Prior to (whichever occurs first):</p> <p>(1) the issue of a subdivision certificate for a plan that when registered would create the first (1st) Residential Lot of the Development; or</p> <p>(2) the development of Land zoned B1 Neighbourhood Business; or</p> <p>(3) the development of more than 25 hectares of Land zoned either IN1 General Industrial or IN2</p>	\$6,300,000	10%	\$630,000

	Item	Description of works	Timing for the provision of works	Amount of Bond or Bank Guarantee	Percentage of Bond or bank Guarantee retained during (any) Defects Liability period	Amount of Bond or Bank Guarantee retained during (any) defects Liability period
			Light Industrial.			
12a	Signalised Intersections	Signalised intersection at the future bridge intersection at Cowpasture Road immediately north of Lot 101 CS 04/86	By the earlier of the development of more than 25 hectares of Land zoned either IN1 General Industrial or IN2 Light Industrial or at the request of the RTA made in response to the consideration of a development application for the Land, whichever occurs last	\$276,132	10%	\$27,613
12b		Signalised intersection at Cowpasture Road adjacent to the southern boundary of Lot 310 DP 870967.	By the earlier of the development of more than 25 hectares of Land zoned either IN1 General			

	Item	Description of works	Timing for the provision of works	Amount of Bond or Bank Guarantee	Percentage of Bond or bank Guarantee retained during (any) Defects Liability period	Amount of Bond or Bank Guarantee retained during (any) defects Liability period
			Industrial or IN2 Light Industrial or at the request of the RTA made in response to consideration of a development application for the Land.			
13a	Bus Shelters	Construction of two bus shelters to be located in consultation with local bus providers and Council .	Prior to the issue of a subdivision certificate for a plan that when registered would create the fifty-first (51 st) Residential Lot of the Development.	\$16,000	10%	\$1,600

Schedule 4 – Dedicated Land (clause 3.1(1))

	Public Purpose of Development Contribution	Description of Development Contribution	Time for Provision of Development Contribution
1	Public recreation land	Land zoned RE1 Public Recreation as shown on the plan attached as Annexure 1 .	By the earlier of: <ul style="list-style-type: none"> (1) the issue of a subdivision certificate for a plan that when registered would create the first (1st) Residential Lot of the Development; and (2) the development (not including super-lot subdivision) of Land zoned B1 Neighbourhood Business; and (3) the development of more than 25 hectares of Land zoned either IN1 General Industrial or IN2 Light Industrial.
2	Stormwater detention and drainage	Such of the Land that is zoned SP2 Infrastructure (drainage) at the time that dedication is required by column 3 of this table.	By the earlier of: <ul style="list-style-type: none"> (1) the issue of a subdivision certificate for a plan that when registered would create the first (1st) Residential Lot of the Development; and (2) the development (not including super-lot subdivision) of Land zoned B1 Neighbourhood Business; and (3) the development of more than 25 hectares of Land zoned either IN1 General Industrial

			or IN2 Light Industrial
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Schedule 5 – Trusts, estates, interests, covenants and encumbrances (clause 3.1(2))

The following trusts, estates, interests, covenants and encumbrances are specified for the purposes of clause 3.1(2):

- (a) any covenants, easements or restrictions reasonably required by a public authority in relation to the Development;
 - (b) easement for electricity purposes 2.75 wide & variable affecting the part shown so burdened in DP870967 Annexure 1 - Plan of Designated Land
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Annexure 1 – Local Environmental Plan 2008 Delayed zoning map
