

Deed

Hastings Estate Planning Agreement

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

Port Macquarie-Hastings Council

Hastings Estate Pty Limited

Paul James Koch and Clara Jane Koch

Date: 21 November 2014



Hastings Estate Planning Agreement

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Appendix 34

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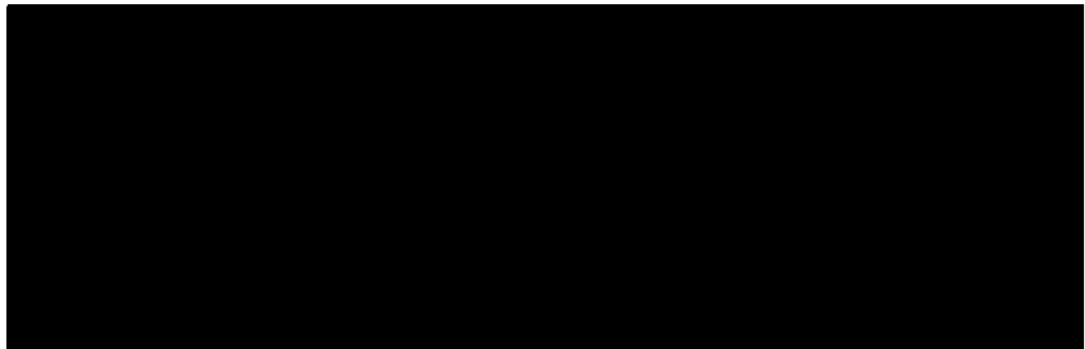
Hastings Estate Planning Agreement

Summary Sheet

Council:

Name: Port Macquarie-Hastings Council
Address: Cnr Lord & Burrawan Streets, Port Macquarie NSW 2444
Telephone: (02) 6581 8111
Facsimile: (02) 6581 8123
Email: council@pmhc.nsw.gov.au
Representative: Tim Molloy

Hastings Estate:



Koch:



Landowner Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Parts 3 and 4.

Application of s94, s94A and s94EF of the Act:

See clause 8.

Registration:

See clause 33.

Restriction on dealings:

See clause 34.

Dispute Resolution:

See Part 6.

Security:

See Part 7.

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

Parties

Port Macquarie-Hastings Council ABN 11 236 901 601 of Cnr Lord & Burrawan Streets, Port Macquarie NSW 2444 (**Council**)

and

[REDACTED]

and

[REDACTED]

Background

- A Hastings Estate owns the Hastings Estate Land.
- B Koch owns the Koch Land.
- C The Landowner has sought the making of the LEP Amendment to rezone the Landowner Land to allow for development for the purposes of tourism and environmental management.
- D The Landowner is willing to make Development Contributions in accordance with this Deed in connection with the taking effect of the LEP Amendment.

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.

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

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

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

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.

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

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.

Development means any development on the Landowner Land that is only made permissible by reason of the taking effect of the LEP Amendment.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

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

Development Servicing Plan means the *Port Macquarie Hastings Development Servicing Plan – Sewerage Services* or the *Port Macquarie Hastings Development Servicing Plans – Water Supply* as in force from time to time.

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

Environmental Management Land means the part of the Landowner Land zoned E3 Environmental Management under the LEP after the taking effect of the LEP Amendment.

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

Establishment Work means the planting of koala food trees in the locations within the Environmental Management Land shown on the Zoning Map, in accordance with clause 15.

ET (Equivalent Tenement) has the same meaning as in Council's *Development Contribution Assessment Policy July 2007*, a copy of which is available from the Council, or any document that relevantly replaces that document.

Existing Sewerage Services ET means:

- (a) in relation to the Hastings Estate Land - 6 ET,
- (b) in relation to the Koch Land - 1 ET,

based on the capacity of that land for on-site effluent disposal as determined by the Council, or as otherwise determined by the Council.

Existing Water Supply ET means:

- (a) in relation to the Hastings Estate Land - 6 ET,
- (b) in relation to the Koch Land - 1 ET,

or as otherwise determined by the Council.

Fernbank Creek Road Construction Work Hastings Estate means the construction of Fernbank Creek Road to a design and specification approved by the Council from the Sancrox Intersection Work along the full frontage of the part of the Hastings Estate Land comprised in Lot 229 in DP DP754434.

Fernbank Creek Road Construction Work Koch Land means the construction of Fernbank Creek Road to a design and specification approved by the Council, taking into account the scale of development undertaken, from the boundary between the Hastings Estate Land and the Koch Land along the frontage of the part of the Koch Land that is zoned SP3.

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.

Hastings Estate Land means Lot 1 DP222740 and Lot 229 DP754434.

Koch Land means Lot 1 DP318920.

Landowner Land means the Hastings Estate Land or the Koch Land.

Landowner means Hastings Estate or Koch.

LEP means the *Port Macquarie-Hastings Local Environmental Plan 2011*.

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LEP Amendment means a local environmental plan within the meaning of the Act that amends the LEP to rezone the Land generally in accordance with the Zoning Map.

Lot means the land comprised in a lot or any lot created by a subdivision or further subdivision of the lot.

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.

Management Work means the management on the Environmental Management Land of the koala food trees established under clause 15 and the land on which they are located.

Party means a party to this Deed.

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*.

RMS means Roads and Maritime Services.

Sancrox Intersection Work means the road work shown on the *RMS General Arrangement Plan* in Schedule 2.

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

Sewerage Services Contribution means a monetary Development Contribution towards the Cost of sewerage services infrastructure in accordance with the *Port Macquarie Hastings Development Servicing Plan – Sewerage Services* as in force from time to time.

Sewerage Services Work means Work to provide a reticulated sewerage service system servicing the Hastings Estate Land or the Koch Land or both for demand from development beyond the Existing Sewerage Services ET.

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

Subdivision Certificate has the same meaning as in the Act.

Subdivision Work has the same meaning as in the Act.

Water Supply Contribution means a monetary Development Contribution towards the Cost of water supply infrastructure in accordance with the *Port Macquarie Hastings Development Servicing Plans – Water Supply* as in force from time to time.

Water Supply Work means Work to provide an augmented reticulated water supply system servicing the Hastings Estate Land or the Koch Land or both for demand from development beyond the Existing Water Supply ET.

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

Zoning Map means the map in Schedule 1.

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
 - 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
 - 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
 - 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
 - 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
 - 1.2.14 A reference to a Party to this Deed includes a reference to the servants, agents and contractors of the Party, the Party's successors and assigns.
 - 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
 - 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 s93F(1) of the Act.

3 Commencement

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

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

3.3 Despite clause 3.1, the Landowner is only obliged to make Development Contributions required by this Deed if, and to the extent, that Development Consent has been granted to the Development.

4 Application of this Deed

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

5 Warranties

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed, and

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

6 Further agreements

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

7 Surrender of right of appeal, etc.

7.1 The Landowner is 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.

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

- 8.1 This Deed does not exclude the application of s94, s94A or s94EF of the Act to the Development.
- 8.2 The benefits provided under this Deed are not to be taken into consideration in determining a development contribution under s94 of the Act in relation to the Development.

9 Provision of Development Contributions

- 9.1 The Landowner is to make Development Contributions to the Council in accordance with the provisions in this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 9.2 The Council is to apply each Development Contribution made by the Landowner under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

Part 2 – Provisions Relating to Water Supply and Sewerage Services

10 Requirement to Carry Out Water Supply Work

- 10.1 The Landowner is not to carry out any Development on the Landowner Land that relies on the Water Supply Work until that Work is completed to the Council's reasonable satisfaction.

11 Requirement to Carry Out Sewerage Services Work

- 11.1 The Landowner is not to carry out any Development on the Landowner Land that relies on the Sewerage Services Work until that Work is completed to the Council's reasonable satisfaction.
- 11.2 Any Development that is completed on the Landowner Land before the Sewerage Services Work is completed is to be connected to the Sewerage Services Work before any other Development may be carried out on that land.

12 Contributions for Water Supply and Sewerage Services

- 12.1 The Landowner is to pay the Water Supply Contribution in respect of the Development in accordance with the applicable Development Servicing Plan.
- 12.2 The Landowner is to pay the Sewerage Services Contribution in respect of:
- 12.2.1 the Development that exceeds the Existing Sewerage Services ET in accordance with the applicable Development Servicing Plan,

- 12.2.2 the Development that is completed before the Sewerage Services Work is completed at the time that that Development is connected to the Sewerage Services Work.

Part 3 – Provisions Relating to Road Works

13 Upgrade of Fernbank Creek Road

- 13.1 Hastings Estate is to carry out and complete the Fernbank Creek Road Construction Work Hastings Estate before the issuing of either a Construction Certificate for Building Work, or a Subdivision Certificate, in respect of any Development on Lot 229 in DP754434.
- 13.2 Koch is to carry out and complete the Fernbank Creek Road Construction Work Koch Land before the issuing of either a Construction Certificate for Building Work, or a Subdivision Certificate, in respect of any Development on the Koch Land.
- 13.3 Work required to be carried out under this clause is to be carried out to a design and specification determined by the Council, to the satisfaction of the Council.

14 Restriction on Development

- 14.1 Notwithstanding any other provision in this Deed, the Landowner is not to make, or cause, suffer or permit the making of, an application for a Construction Certificate for Building Work, or a Subdivision Certificate, in respect of the Development unless and until the Sancrox Intersection Work is complete.
- 14.2 For the purposes of this clause, the Sancrox Intersection Work is complete when the RMS notifies the Council in writing as such.

Part 4 – Provisions Relating to Environmental Management Land

15 Establishment Work

- 15.1 The Landowner is to carry out and complete the Establishment Work on the Landowner Land before the issuing of either a Construction Certificate for Building Work, or a Subdivision Certificate, in respect of any Development on that land.
- 15.2 Establishment Work required to be carried out under this clause is to be carried out to the density, with the species of trees, at the locations shown on the Zoning Map and to the satisfaction of the Council.

16 Management Work

- 16.1 The Landowner is carry out the Management Work on the Landowner Land to a standard and for a period to be determined by the Council, to the satisfaction of the Council.

Part 5 – Provisions Relating to Carrying out of Work

17 Carrying out of Work

- 17.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Landowner 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.
- 17.2 The Landowner, 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 Landowner is required to carry out under this Deed.

18 Variation to Work

- 18.1 The design or specification of any Work that is required to be carried out by the Landowner under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed
- 18.2 Without limiting clause 18.1, the Landowner 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.
- 18.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Landowner under clause 18.2.
- 18.4 The Council, acting reasonably, may from time to time give a written direction to the Landowner requiring it to vary the design or specification of a Work before the Work is carried out in a specified manner and submit the variation to the Council for approval.
- 18.5 The Landowner is to comply promptly with a direction referred to in clause 18.4 at its own cost.

19 Access to land by Landowner

- 19.1 The Council authorises the Landowner to enter, occupy and use land owned or controlled by the Council for the purpose of performing its obligations under this Deed.
- 19.2 The Landowner is to give the Council prior reasonable notice before it enters land under clause 19.1.

- 19.3 Nothing in this Deed creates or gives the Landowner any estate or interest in any part of the land referred to in clause 19.1.

20 Access to land by Council

- 20.1 The Council may enter any land owned by the Landowner on which Work is being carried out by the Landowner under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Landowner of its obligations under this Deed relating to the Work.
- 20.2 The Council is to give the Landowner prior reasonable notice before it enters land under clause 20.1.

21 Council's obligations relating to Work

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

22 Protection of people, property & utilities

- 22.1 The Landowner is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
- 22.1.1 all necessary measures are taken to protect people and property,
- 22.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
- 22.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 22.2 Without limiting clause 22.1, the Landowner 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.

23 Repair of damage

- 23.1 The Landowner is to Maintain any Work required to be carried out by the Landowner under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.
- 23.2 The Landowner is to carry out its obligation under clause 23.1 at its own cost and to the satisfaction of the Council.

24 Completion of Work

- 24.1 The Landowner is to give the Council written notice of the date on which it will complete Work required to be carried out under this Deed or any Stage.
- 24.2 The Council is to inspect the Work the subject of the notice referred to in clause 24.1 within 14 days of the date specified in the notice for completion of the Work.
- 24.3 Work required to be carried out by the Landowner under this Deed, or a Stage, is completed for the purposes of this Deed when the Council, acting reasonably, gives a written notice to the Landowner to that effect.
- 24.4 If the Council is the owner of the land on which Work the subject of a notice referred to in clause 24.3 is issued, the Council assumes responsibility for the Work upon the issuing of the notice.
- 24.5 Before the Council gives the Landowner a notice referred to in clause 23.3, it may give the Landowner a written direction to complete, rectify or repair any specified part of the Work to the reasonable satisfaction of the Council.
- 24.6 The Landowner, at its own cost, is to promptly comply with a direction referred to in clause 24.5.

25 Rectification of defects

- 25.1 The Council may give the Landowner a Rectification Notice during the Defects Liability Period.
- 25.2 The Landowner, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 25.3 The Council is to do such things as are reasonably necessary to enable the Landowner to comply with a Rectification Notice that has been given to it under clause 25.1

26 Works-As-Executed-Plan

- 26.1 No later than 60 days after Work is completed for the purposes of this Deed, the Landowner is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 26.2 The Landowner, being the copyright owner in the plan referred to in clause 26.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

27 Removal of Equipment

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

Part 6 – 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 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 7 - Enforcement

30 Security for performance of obligations

- 30.1 This clause applies to the Fernbank Creek Road Construction Work Hastings Estate and Fernbank Creek Road Construction Work Koch Land in so far as that Work is carried out on land owned by the Council.
- 30.2 The Landowner is not to carry out Work to which this clause applies unless, before the commencement of the Work, the Landowner provides the Council with Security for the performance of the Landowner's obligations relating to the Work.
- 30.3 The Security referred to in clause 30.2 is to be in accordance with any requirement of an Approval granted by the Council or otherwise in accordance with an agreement between the Council and the Landowner.
- 30.4 The Council is to release and return the Security or any unused part of it to the Landowner within 14 days of compliance by the Landowner of its obligations under this Agreement to the reasonable satisfaction of the Council.
- 30.5 The Landowner may at any time provide the Council with a replacement Security.
- 30.6 On receipt of a replacement Security, the Council is to release and return to the Landowner, as directed, the Security it holds that has been replaced.
- 30.7 The Council may call-up the Security if it reasonably considers that the Landowner has not complied with its obligations relating to Work to which this clause applies.
- 30.8 However, the Council is not to call-up the Security unless it has given the Landowner not less than 30 days notice of its intention to do so and particulars of why it intends to do so, and the Landowner has not rectified the non-compliance to the Council's reasonable satisfaction before that period has expired.
- 30.9 If the Council calls-up the Security, it may use the amount paid to it in satisfaction of any costs incurred by it in remedying the non-compliance including but not limited to:
- 30.9.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 30.9.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
 - 30.9.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Landowner's non-compliance.
- 30.10 If the Council calls-up the Security, it may, by notice in writing to the Landowner, require the Landowner to provide a further or replacement

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Security in an amount that, when added to any unused portion of any existing Security, does not exceed the amount of the Security the Council is entitled to hold under this Agreement.

- 30.11 The dispute resolution provisions of this Agreement do not apply to any matter the subject of this clause.

31 Breach of obligations

- 31.1 If the Council reasonably considers that the Landowner is in breach of any obligation under this Deed, it may give a written notice to the Landowner:
- 31.1.1 specifying the nature and extent of the breach,
 - 31.1.2 requiring the Landowner 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,
 - 31.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 31.2 If the Landowner fails to comply with a notice given under clause 31.1 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 Landowner and any Equipment on such land for that purpose.
- 31.3 Any costs incurred by the Council in remedying a breach in accordance with clause 31.2 may be recovered by the Council as a debt due in a court of competent jurisdiction.
- 31.4 For the purpose of clause 31.4, the Council's costs of remedying a breach the subject of a notice given under clause 31.1 include, but are not limited to:
- 31.4.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 31.4.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 31.4.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 31.5 Nothing in this clause 31 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 Landowner, including but not limited to seeking relief in an appropriate court.

32 Enforcement in a court of competent jurisdiction

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

- 32.2.1 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
- 32.2.2 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 8 – Registration & Restriction on Dealings

33 Registration of this Agreement

- 33.1 The Parties agree to register this Deed for the purposes of s93H(1) of the Act.
- 33.2 Not later than 10 days after the commencement of this Deed , the Landowner is to deliver to the Council in registrable form:
 - 33.2.1 an instrument requesting registration of this Deed on the title to the Landowner Land duly executed by the Landowner, and
 - 33.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.
- 33.3 The Landowner is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 33.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Landowner Land in relation to any part of the Landowner Land, once the Landowner 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.

34 Restriction on dealings

- 34.1 The Landowner is not to:
 - 34.1.1 sell or transfer the Landowner Land, or
 - 34.1.2 assign the Landowner's rights or obligations under this Deed, or novate this Deed,
to any person unless:
 - 34.1.3 the Landowner has, at no cost to the Council, first procured the execution by the person to whom the Landowner Land or part is to be sold or transferred or the Landowner'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
 - 34.1.4 the Council has given written notice to the Landowner stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 34.1.5 the Landowner is not in breach of this Deed, and

- 34.1.6 the Council otherwise consents to the sale, transfer, assignment or novation, such consent not to be unreasonably withheld.
- 34.2 Clause 34.1 does not apply in relation to any sale or transfer of the Landowner Land if this Deed is registered on the title to the Landowner Land at the time of the sale.

Part 9 – Indemnities & Insurance

35 Risk

- 35.1 The Landowner performs this Deed at its own risk and its own cost.

36 Release

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

37 Indemnity

- 37.1 The Landowner 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 Landowner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

38 Insurance

- 38.1 The Landowner is to take out and keep current, or ensure its contractors 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 Landowner under this Deed up until the Work is taken to have been completed in accordance with this Deed:
- 38.1.1 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 Landowner's liability in respect of damage to or destruction of the Works,
 - 38.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Landowner and any subcontractor of the Landowner, for liability to any third party,
 - 38.1.3 workers compensation insurance as required by law, and
 - 38.1.4 any other insurance required by law.

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- 38.2 If the Landowner fails to comply with clause 38.1, 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 Landowner to the Council and may be recovered by the Council as it deems appropriate including recovery as a debt due in a court of competent jurisdiction.
- 38.3 The Landowner 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 38.1.

Part 10 – Other Provisions

39 Notices

- 39.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- 39.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
 - 39.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
 - 39.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 39.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 39.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 39.3.1 delivered, when it is left at the relevant address,
 - 39.3.2 sent by post, 2 business days after it is posted,
 - 39.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
 - 39.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 39.4 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.

40 Approvals and Consent

- 40.1 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.
- 40.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

41 Costs

- 41.1 Hastings Estate Land Landowner is to pay to the Council the Council's costs not exceeding \$10,000.00 +GST, and the Koch Land Landowner is to pay to the Council the Council's costs not exceeding \$4,000.00+GST, 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.
- 41.2 The Landowner 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.

42 Entire Deed

- 42.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 42.2 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.

43 Further Acts

- 43.1 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.

44 Governing Law and Jurisdiction

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

45 Joint and Individual Liability and Benefits

- 45.1 Except as otherwise set out in this Deed:

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- 45.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
- 45.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

46 No Fetter

- 46.1 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.

47 Illegality

- 47.1 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.

48 Severability

- 48.1 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.
- 48.2 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.

49 Amendment

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

50 Waiver

- 50.1 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.
- 50.2 A waiver by a Party is only effective if it is in writing.
- 50.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

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51 GST

51.1 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.

51.2 Subject to clause 51.4, 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.

51.3 Clause 51.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.

51.4 No additional amount shall be payable by the Council under clause 51.2 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.

51.5 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:

51.5.1 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;

51.5.2 that any amounts payable by the Parties in accordance with clause 51.2 (as limited by clause 51.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

51.6 No payment of any amount pursuant to this clause 51, 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.

51.7 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.

51.8 This clause continues to apply after expiration or termination of this Deed.

52 Explanatory Note

- 52.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 52.2 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.

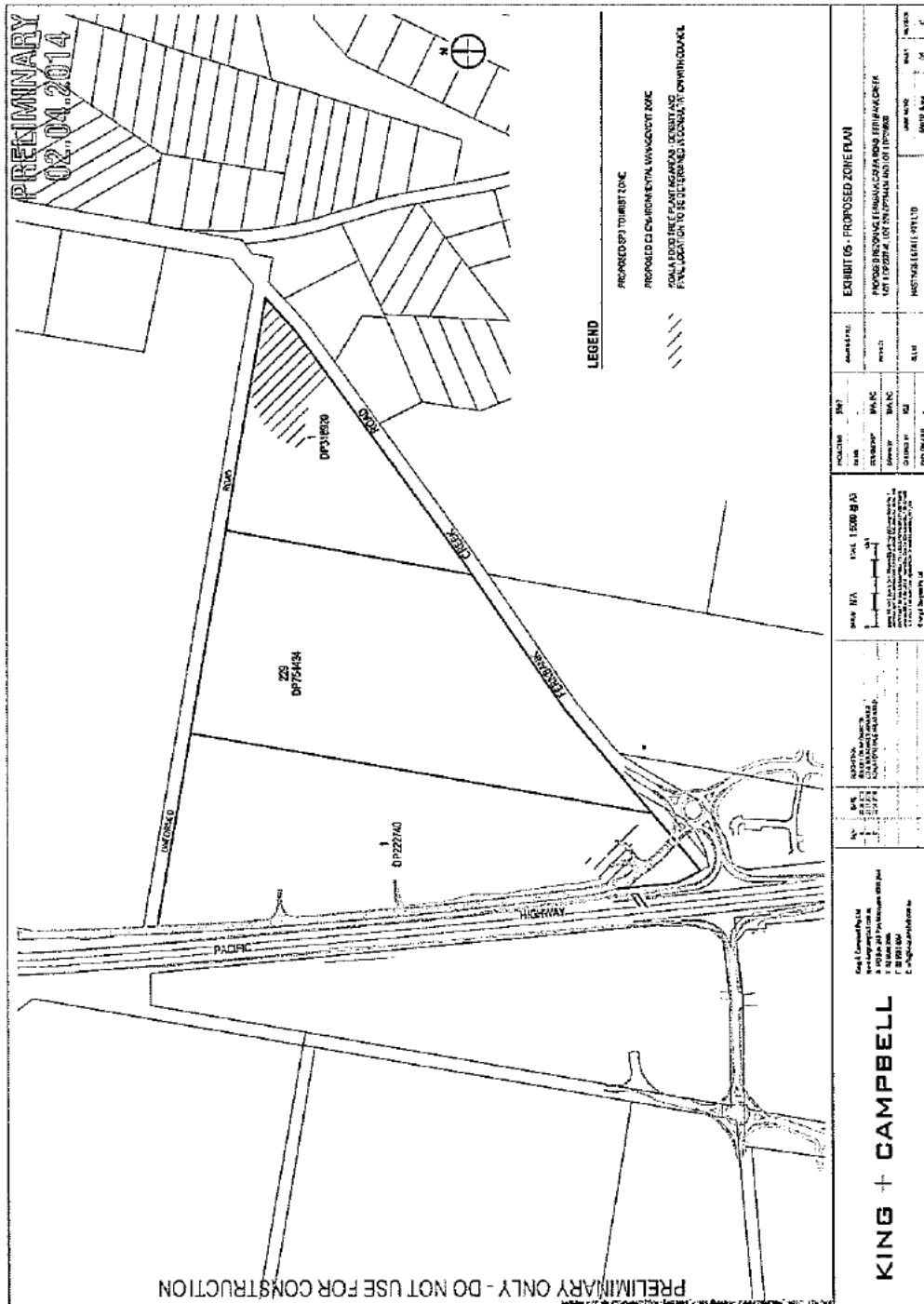
Schedule 1

(Clause 1.1)

Zoning Map

Zoning Map appears on the next page.

**Hastings Estate Planning Agreement
 Port Macquarie-Hastings Council
 Hastings Estate Pty Limited
 Paul James Koch and Clara Jane Koch**



KING + CAMPBELL 100-110 King Street Port Macquarie NSW 2444 Tel: (02) 6581 1111 Fax: (02) 6581 1112 Email: info@kingandcampbell.com.au		EXHIBIT 05 - PROPOSED ZONE PLAN PREPARED FOR: HASTINGS ESTATE PTY LTD PROJECT: PORT MACQUARIE-HASTINGS COUNCIL LOT 110/222140, LOT 22/318120 AND LOT 1/72434
NO. 110/222140 DATE 11/01/2014 SCALE 1:1000 PROJECT PORT MACQUARIE-HASTINGS COUNCIL CLIENT HASTINGS ESTATE PTY LTD	AREA 1.00 HA TOTAL EXHIBIT AREA 1.00 HA SCALE 1:1000 PROJECT PORT MACQUARIE-HASTINGS COUNCIL CLIENT HASTINGS ESTATE PTY LTD	DATE 11/01/2014 SCALE 1:1000 PROJECT PORT MACQUARIE-HASTINGS COUNCIL CLIENT HASTINGS ESTATE PTY LTD

Schedule 2

(Clause 1.1)

RMS General Arrangement Plan

RMS General Arrangement Plan appears on the next page.


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Port Macquarie-Hastings Council
Hastings Estate Pty Limited
Paul James Koch and Clara Jane Koch**

Execution

Executed as a Deed

Dated: 21 November 2014.

Executed on behalf of the Council



General Manager




Witness

Executed on behalf of Hastings Estate Pty Limited in accordance with
s127(1) of the Corporations Act (Cth) 2001



Name/Position as power of attorney for
John Duncan Ross.



Name/Position
JOHN B. CASSEGRAIN - Director

**Hastings Estate Planning Agreement
Port Macquarie-Hastings Council
Hastings Estate Pty Limited
Paul James Koch and Clara Jane Koch**

Executed by Paul James Koch



Paul James Koch



Witness

Executed by Clara Jane Koch



Clara Jane Koch



Witness

Appendix

(Clause 52)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

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

Parties

Port Macquarie-Hastings Council ABN 11 236 901 601 of Cnr Lord & Burrawan Streets, Port Macquarie NSW 2444 (Council)

[REDACTED]

Description of the Land to which the Draft Planning Agreement Applies

Lot 1 DP222740, Lot 229 DP754434 and Lot 1 DP318920.

Description of Proposed Instrument Change/Development

This Draft Planning Agreement applies to the environmental planning instrument that operates to amend the *Port Macquarie-Hastings Local Environmental Plan 2011* to rezone the Landowner Land generally in accordance with the Zoning Map to allow development for tourism and environmental management purposes on the Landowner Land, and development that is made permissible by reason of the taking effect of that environmental planning instrument.

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

Objectives of Draft Planning Agreement

The objective of the Draft Planning Agreement is to provide road infrastructure and funding for water and sewerage services to meet the Development, and establishment and management of environmental management land.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s93F of the Environmental Planning and Assessment Act 1979 (Act). The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are made by the Landowner for various public purposes (as defined in s93F(3) of the Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- relates to the rezoning of the Landowner Land and the carrying out by the Landowner of development that is made permissible by the rezoning on the Landowner Land
- does not exclude the application of s 94, s94A or s94EF of the Act to the Development,
- requires the carrying out of specified road works and establishment and management of environmental land, by the Landowner,
- is to be registered on the title to the Landowner Land,
- imposes restrictions on the Parties transferring the Landowner Land or part of the Landowner Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- 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:

- encourages the protection of the environment, including the protection and conservation of native animals and plants,
- encourages ecologically sustainable development,
- promotes and co-ordinates of the orderly and economic use and development of the Landowner Land to which the agreement applies,

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- provides and co-ordinates community services and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development

How the Draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s5(a)(ii)-(vii) and 5(c) of the Act.

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 Elements of the Council's Charter

The Draft Planning Agreement promotes the elements of the Council's charter by:

- providing services and facilities for the community,
- providing a means that allows the Council to control the proper management, protection, enhancement and conservation of environmental land in its local government area,
- providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

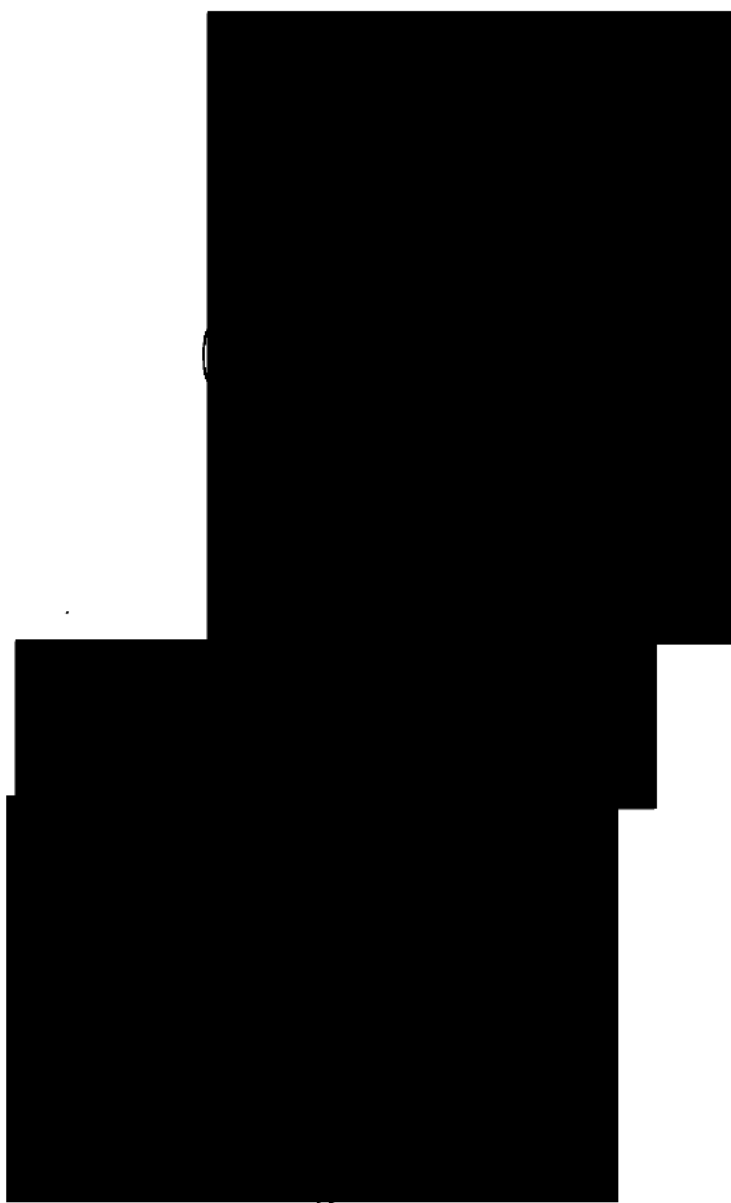
All Planning Authorities - Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program

The Draft Planning Agreement requires the Landowner to carry out specified water supply, sewerage and road works. The works are not included in the Council's relevant current capital works program. However, the Council's Management Plan identifies these types of works in the relevant capital works program. Accordingly, the provision of these Works under the Agreement is consistent and conforms with the capital works envisioned by the Council's Management Plan.

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 a construction certificate or subdivision certificate is issued, being:

- construction of road works,
- establishment of koala food trees on environmental management land, and
- completion of the Sancrox Intersection Work by the RMS.



*Natasha Scarf, solicitor,
certify that this is a true and
correct copy of the original
document. Date: 17.11.14*

Natasha Louise Scarf
Solicitor
Suite 9 Ground Floor
20 Bungan Street
Mona Vale NSW 2103

ENDURING POWER OF ATTORNEY

JOHN DUNCAN ROSS (*principal*)

HELEN MARJORIE ROSS (*attorney*)

PETER EDWARD ROSS and MARK JOHN ROSS (*alternate attorneys*)

Dated: 18 April 2012

*Falvey Associates
Level 1, 33 Hay Street, Port Macquarie
7422 Port Macquarie
Tel: 02 6583 8199
Fax: 02 6583 4743
Ref: MM:R5709*

ENDURING POWER OF ATTORNEY

Part 1 General

This power of attorney is made on 18 April 2012 by JOHN DUNCAN ROSS (*principal*) of [REDACTED]

1. I appoint my wife HELEN MARJORIE ROSS of [REDACTED] to be my attorney. If my wife is unable or unwilling to act (whether of a temporary or permanent nature) then I appoint as alternate attorneys my son PETER EDWARD ROSS of [REDACTED] and my son MARK JOHN ROSS [REDACTED]. My attorneys may exercise the authority conferred on my attorneys by Part 2 of the *Powers of Attorney Act 2003* to do on my behalf anything I may lawfully authorise an attorney to do. My attorneys' authority is subject to any additional details specified in Part 2 of this document.
2. I give this power of attorney with the intention that it will continue to be effective if I lack capacity through loss of mental capacity after its execution.
3. This power of attorney operates as each of my attorneys accept the appointment.
4. If I appoint more than one attorney, then I appoint them jointly and severally.

Part 2 Additional powers and restrictions

5. ~~I authorise my attorney to give reasonable gifts as provided by section 11(2) of the *Powers of Attorney Act 2003*.~~
 6. ~~I authorise my attorney to confer benefits on the attorney to meet the attorney's reasonable living and medical expenses as provided by section 12(2) of the *Powers of Attorney Act 2003*.~~
 7. ~~I authorise my attorney to confer benefits on //7// to meet their reasonable living and medical expenses as provided by section 13(2) of the *Powers of Attorney Act 2003*.~~
 8. This power of attorney is subject to the following conditions and limitations: Nil
- [REDACTED]

SIGNED SEALED & DELIVERED by)
JOHN DUNCAN ROSS in the presence)
of:)

..... [Redacted] [Redacted]
principal's signature ✓

..... [Redacted]
witness's signature

..... *Mark John Magennis*
..... SOLICITOR.....
witness's name Level 1, 33 Hay Street
Port Macquarie NSW 2444

.....
witness's address

Certificate under section 19 of the *Powers of Attorney Act 2003*

I, **MARK JOHN MAGENNIS** of Level 1, 33 Hay Street, Port Macquarie NSW 2444 certify the following:

1. I explained the effect of this power of attorney to the principal before it was signed.
2. The principal appeared to understand the effect of this power of attorney.
3. I am a prescribed witness.
4. I am not an attorney under this power of attorney.
5. I have witnessed the signature of this power of attorney by the principal.

Dated: 18.4.2012.

.....
solicitor



Acceptance by attorney

I, **HELEN MARJORIE ROSS** accept my appointment as an attorney under this enduring power of attorney.

Dated: 18/04/12

.....
[Redacted Signature]
attorney's signature

I, **PETER EDWARD ROSS** accept my appointment as an alternate attorney under this enduring power of attorney.

Dated: X 23.05.12

X
.....
[Redacted Signature]
alternate attorney's signature

I, **MARK JOHN ROSS** accept my appointment as an alternate attorney under this enduring power of attorney.

Dated: X 1/5/12

X
.....
[Redacted Signature]
alternate attorney's signature

Important information for principals and attorneys

- (1) A power of attorney is an important and powerful legal document. You should get legal advice before you sign it. A power of attorney gives the attorney the authority to buy and sell real estate, shares and other assets for the principal, to operate the principal's bank accounts, to spend the principal's money on behalf of the principal and to exercise many other powers. It is not to be used after the principal dies.
- (2) A power of attorney cannot be used for health or lifestyle decisions. The principal should appoint an enduring guardian under the *Guardianship Act 1987* if the principal wants a particular person to make these decisions. For further information, contact the Guardianship Tribunal (toll free 1800 463 928 or www.gt.nsw.gov.au) or the Public Guardian ((02) 9265 3184 or 1800 451 510 or www.lawlink.nsw.gov.au/opg).
- (3) Part 2 of the power of attorney will permit the attorney to use the principal's money and assets for the attorney or anyone else as provided by clauses 5, 6 and 7. If the principal does not want this to happen, then the principal should delete the powers from Part 2 that the principal does not want to give the attorney.
- (4) An attorney must always act in the best interests of the principal. Unless the attorney is expressly authorised, the attorney cannot gain a benefit from being an attorney.
- (5) This power of attorney is for use in New South Wales only. If you need a power of attorney for interstate or overseas, you may need to make a power of attorney under their laws. The laws of some other States and Territories in Australia may give effect to this power of attorney. However, you should not assume this will be the case. You should confirm whether the laws of the State or Territory concerned will in fact recognise this power of attorney.
- (6) An attorney should keep the attorney's own money and property separate from the principal's money and property, unless they are joint owners, or operate joint bank accounts. An attorney should keep reasonable accounts and records about the principal's money and property.
- (7) If the attorney is signing documents that affect real estate, the power of attorney must be registered at Land and Property Information NSW.

For information on powers of attorney, the attorney's duties and registration, contact Land and Property Information NSW ((02) 9228 6666 for a fact sheet or www.lpi.nsw.gov.au) or a solicitor, a trustee company or the Public Trustee (www.pt.nsw.gov.au).