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Deed

Thrumster Rider Sewer Main

Planning Agreement

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

Port Macquarie-Hastings Council

Lewis Development Pty Ltd

Date: ~~7.09.2017~~ 20 OCTOBER 2017

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Thrumster Rider Sewer Main Planning Agreement

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Thrumster Rider Sewer Main 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: Steve Schwartz

Developer:

Name: Lewis Developments Pty Ltd (ACN 609 049 336)
Address: c/Hopkins Consultants, PO Box 1556, Port Macquarie NSW 2444
Telephone: 02 6583 6722
Email: [REDACTED]
Representative: [REDACTED]

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See definition of *Sewerage Network Upgrade Works Contribution* in clause 1.1, and Clause 9.

Application of s94, s94A and s94EF of the Act:

See clause 8.



Registration:

See clause 14.

Restriction on dealings:

See clause 15.

Dispute Resolution:

See Part 3.



Thrumster Rider Sewer Main Planning Agreement

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

Parties

Port Macquarie-Hastings Council ABN 112 369 016 01 of Cnr Lord & Burrawan Streets Port Macquarie NSW 2444 (**Council**)

and

Lewis Development Pty Ltd ACN 609 049 336 of PO Box 1556, Port Macquarie NSW 2444 (**Developer**)

Background

- A The Developer has the benefit of Development Consent to Development Application DA2014-801 to carry out the Development.
- B The Developer has lodged an application to modify that Development Consent.
- C The Developer offers to make a monetary development contribution on the terms set out in this Deed in connection with the carrying out of the Development.

Operative provisions

Part 1 - Preliminary

1 Interpretation

- 1.1 In this Deed the following definitions apply:

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

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

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

CPI means the *Consumer Price Index* published by the Australian Bureau of Statistics.

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

Development means the development the subject of Development Consent to Development Application DA 2014/0801 granted by the Council on 26 February 2015, as modified from time to time.



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.

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

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

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

GST has the same meaning as in the GST Law.

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

Land means Lot 138 DP1225533.

Party means a party to this Deed.

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

Sewerage Network Upgrade Works means works to upgrade the sewerage disposal network in the general location identified in red in Schedule 1, to a design and specification approved by Council.

Sewerage Network Upgrade Works Contribution means a monetary Development Contribution in the amount of \$191,000.00 to be indexed quarterly, in accordance with positive movements in the CPI, from the date of this Deed until the date of full and final payment.

Subdivision Certificate has the same meaning as in the Act.

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.

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



4 Application of this Deed

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

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 Developer 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 sections 94, 94A and 94EF of the Act to the Development.

8.2 The benefits under this Deed are not to be taken into consideration in determining a Development Contribution under section 94 of the Act to the Development.

Part 2 – Development Contributions

9 Provision of monetary Development Contributions

9.1 The Developer is to pay the Sewerage Network Upgrade Works Contribution to the Council.

9.2 The Sewerage Network Upgrade Works Contribution is to be paid within 14 days of commencement of this Deed and prior to any Subdivision Certificate being issued in respect of Stage 6 of the Development.



-
- 9.3 The Sewerage Network Upgrade Works Contribution is paid when the Council has received the full amount payable in cash, or by unendorsed bank cheque, or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
 - 9.4 The Council is to apply the Sewerage Network Upgrade Works Contribution made by the Developer under this Deed towards the construction of the Sewerage Network Upgrade Works, and otherwise in accordance with this Deed.
 - 9.5 Despite clause 9.4, the Council may apply the Sewerage Network Upgrade Works Contribution made under this Deed towards a public purpose other than the Sewerage Network Upgrade Works, if the Council reasonably considers that the public interest would be better served by applying that Development Contribution towards that other purpose rather than the Sewerage Network Upgrade Works.

Part 3 – Dispute Resolution

10 Dispute Resolution - mediation

- 10.1 A Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 10.2 If a notice is given under clause 10.1, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 10.3 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.
- 10.4 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.
- 10.5 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 10.6 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 4 - Enforcement

11 Breach of obligations

- 11.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
 - 11.1.1 specifying the nature and extent of the breach,



-
- 11.1.2 requiring the Developer 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,
- 11.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 11.2 The Developer is to comply with a notice referred to in clause 11.1.
- 11.3 Any costs incurred by the Council in remedying a breach may be recovered by the Council as a debt due in a court of competent jurisdiction.
- 11.4 For the purpose of clause 11.3, the Council's costs of remedying a breach the subject of a notice given under clause 11.1 include, but are not limited to:
- 11.4.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 11.4.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 11.4.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 11.5 Nothing in this clause 11 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

12 Enforcement in a court of competent jurisdiction

- 12.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 12.2 For the avoidance of doubt, nothing in this Deed prevents:
- 12.2.1 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
 - 12.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 5 – Registration & Restriction on Dealings

13 Registration of this Deed

- 13.1 The Parties agree to register this Deed on the title to the Land in accordance with this clause 13.



- 13.2 Upon the commencement of this Deed, the Developer is to deliver to the Council in registrable form:
- 13.2.1 an instrument requesting registration of this Deed on the title to the Land duly executed by the registered proprietor of the Land and any other persons required by the Registrar-General to execute such an instrument, and
 - 13.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.
- 13.3 If the Sewerage Network Upgrade Works Contribution, required to be paid by the Developer under this Deed, has not been paid within 30 days of the commencement of this Deed, the Council may register this Deed on the title to the Land for the purposes of s93H(1) of the Act.
- 13.4 The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 13.5 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
- 13.5.1 in so far as the part of the Land concerned is a Final Lot,
 - 13.5.2 in relation to any other part of the Land, once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council, or this Deed is terminated or otherwise comes to an end for any other reason.

14 Restriction on dealings

- 14.1 The Developer is not to:
- 14.1.1 sell or transfer the Land, other than a Final Lot, or
 - 14.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 14.1.3 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 sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 14.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 14.1.5 the Developer is not in breach of this Deed, and
 - 14.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 14.2 Clause 14.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land, or the Sewerage Network Upgrade Works Contribution has been made to the Council in accordance with this Deed, at the time of the sale.



Part 6 – Indemnities & Insurance

15 Risk

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

16 Release

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

17 Indemnity

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

Part 7 – Other Provisions

18 Notices

- 18.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 18.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
 - 18.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
 - 18.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 18.2 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.
- 18.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 18.3.1 delivered, when it is left at the relevant address,
 - 18.3.2 sent by post, 2 business days after it is posted,



- 18.3.3 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
- 18.3.4 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.
- 18.4 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.

19 Costs

- 19.1 The Developer is to pay to the Council the Council's costs of preparing, negotiating, executing, and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 19.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

20 Entire Deed

- 20.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 20.2 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.

21 Further Acts

- 21.1 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.

22 Governing Law and Jurisdiction

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

23 Joint and Individual Liability and Benefits

- 23.1 Except as otherwise set out in this Deed:



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

24 No Fetter

- 24.1 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.

25 Illegality

- 25.1 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.

26 Severability

- 26.1 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.
- 26.2 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.

27 Amendment

- 27.1 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.

28 Waiver

- 28.1 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.
- 28.2 A waiver by a Party is only effective if it:
 - 28.2.1 is in writing,
 - 28.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 28.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,



28.2.4 is signed and dated by the Party giving the waiver.

- 28.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 28.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 28.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

29 GST

29.1 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.

- 29.2 Subject to clause 29.4, 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.
- 29.3 Clause 29.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 29.4 No additional amount shall be payable by the Council under clause 29.2 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.
- 29.5 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:
- 29.5.1 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;



- 29.5.2 that any amounts payable by the Parties in accordance with clause 29.2 (as limited by clause 29.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 29.6 No payment of any amount pursuant to this clause 29, 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.
- 29.7 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.
- 29.8 This clause continues to apply after expiration or termination of this Deed.

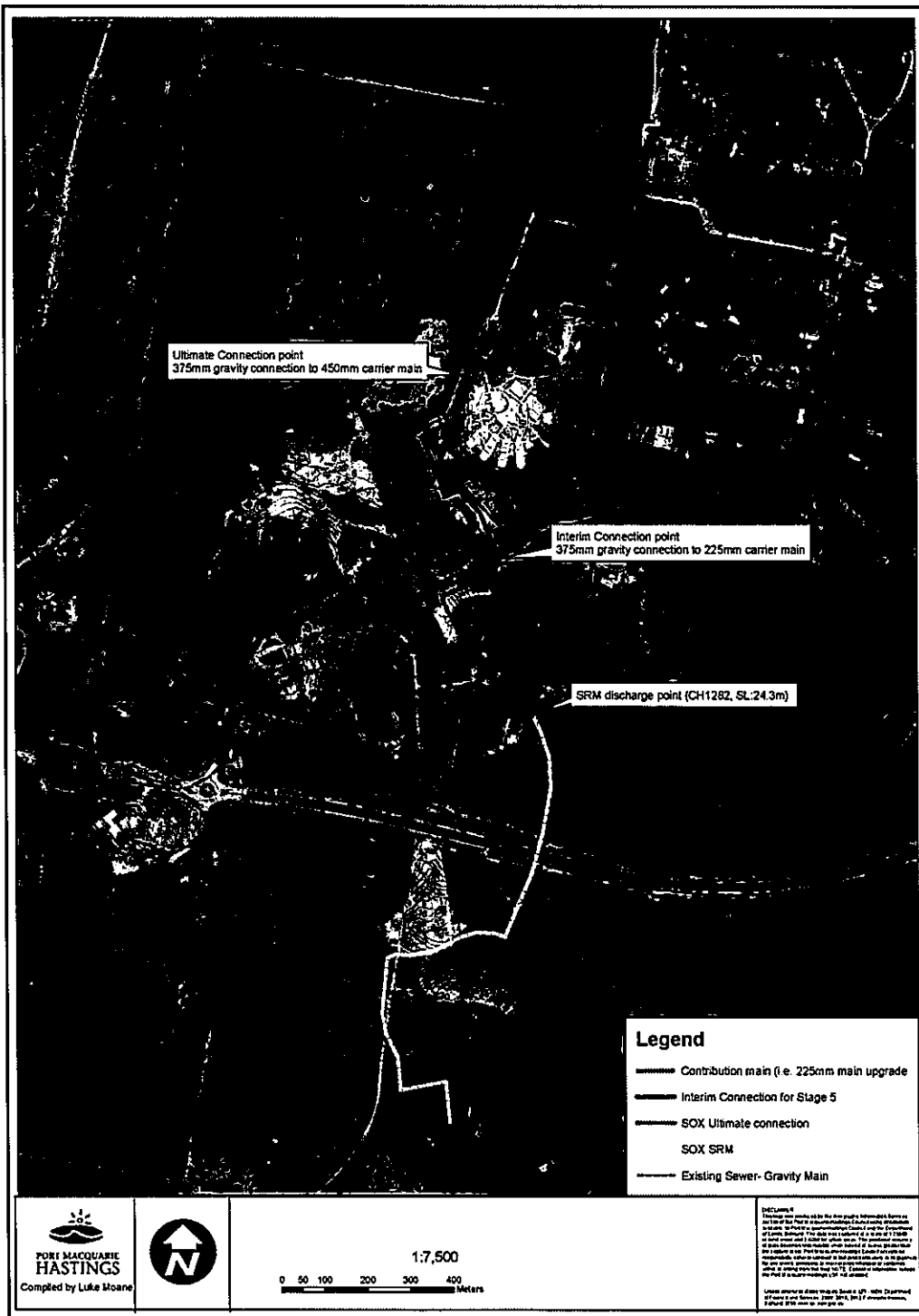
30 Explanatory Note

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



Schedule 1

(Clause 1.1)





Execution

Executed as a Deed

Dated: ~~7-09-2017~~
20 OCTOBER 2017

Executed on behalf of the Council

General Manager
[Redacted Signature]

Mayor

Witness
[Redacted Signature]

Witness

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

Name [Redacted] / Director

Name [Redacted] / Director



Appendix

(Clause 30)

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 112 369 016 01 of Cnr Lord & Burrawan
Streets Port Macquarie NSW 2444 (Council)

Lewis Development Pty Ltd ACN 609 049 336 of PO Box 1556, Port Macquarie NSW
2444 (Developer)

Description of the Land to which the Draft Planning Agreement Applies

Lot 138 DP1225533

Description of Proposed Development

Development the subject of Development Consent to Development Application DA
2014/0801, as modified from time to time, being the subdivision and staged residential
development of the Land into approximately 378 Final Lots.



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 secure funding for the upgrade of the sewerage network in the general area of the Development.

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 Developer 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 carrying out of the Development on the Land by the Developer,
- makes provision for monetary Development Contributions to be applied towards sewerage network upgrade works,
- requires that the Developer make the monetary contributions to Council within 14 days of the planning agreement and prior to the issue of any Subdivision Certificate for Stage 6 of the Development,
- does not exclude the application of ss94, 94A and s94EF of the Act,
- requires the Council to apply the monetary Development Contributions made under the agreement towards the specified purpose for which they were made,
- is to be registered on the title to the Land, if the monetary Development Contributions are not made within 30 days of the commencement of the planning agreement,
- imposes restrictions on the Developer transferring the Land or part of the Land or assigning, or novating 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 requires funding to be provided towards upgrades to the sewerage network in the locality 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), (v) 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, being the Guiding Principles for Councils in s8A of the LG Act

The Draft Planning Agreement promotes the guiding principles for the Council by:

- managing lands and other assets so that current and future local community needs can be met in an affordable way.
- working with others to secure appropriate services for local community needs, and
- actively engaging the local community through publicly notifying the local community of this planning agreement.

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

The Draft Planning Agreement conforms with Council's capital works program.

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

This Draft Planning agreement does contain requirements that must be complied with before a specified subdivision certificate is issued.