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- Name Doc: 18 2013 3 - Anvil Creek Planning

With Compliments Proposal - Voluntary Planning Agreement Executed Copy - Lindsay Taylor Lawyers.

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# REQUEST

New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **STAMP DUTY** If applicable. Office of State Revenue use only

(B) **TORRENS TITLE** See Annexure "A"

(C) **REGISTERED DEALING**

Number	Torrens Title
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(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE <b>R</b>
	Reference: <input type="text"/>	

(E) **APPLICANT** Cessnock City Council

(F) **NATURE OF REQUEST** Registration of Planning Agreement pursuant to s93H of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**


That the Planning Agreement made between Cessnock City Council and Greta Estates Pty Limited (ACN 073 541 545), the terms of which are set out in Annexure "B" be registered on the folio of the register for the land set out in Annexure "A".


Enclosed in Annexure "C" are the letters of consent from the relevant parties having an estate or interest in the land with folio identifiers set out in Annexure "A".

DATE 26 November 2013

(H) I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness: 

Signature of authorised officer: 

Name of witness: MARTIN JOHNSON  
Address of witness: Cessnock City Council

Authorised officer's name: Louise Gee  
Authority of officer: Group Leader Strategy & Sustainability  
Signing on behalf of: Cessnock City Council

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant  certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No:  Full name:  Signature:

**Annexure A to Request Form For Registration of Planning Agreement**

**Parties: Cessnock City Council**

Date: 26 November 2013

**Land**

1/1036942

2/1036942

3/1036942

4/1036942

5/1036942

6/1036942

263/755211

264/755211

A handwritten signature in black ink, appearing to read 'Benefer', located in the lower right quadrant of the page.

**Annexure B to Request Form**

**Parties: Cessnock City Council**

Date: 26 November 2013

**Planning Agreement between Cessnock City Council and Greta Estates Pty Limited on the following pages.**

A handwritten signature in black ink, appearing to read "Lunefee".



Lindsay Taylor Lawyers

## Anvil Creek Project Planning Deed

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

Greta Estates Pty Limited

Cessnock City Council

Dated 20 AUGUST 2008



## Parties

**Greta Estates Pty Limited (Greta)** ACN 073 541 545 of 12 Woodside Avenue,  
BURWOOD NSW 2134 (Developer)

**Cessnock City Council** ABN 60 919 148 928 of Administrative Building  
62-78 Vincent Street, Cessnock NSW 2325 (Council)

## Background

- A Greta is the registered proprietor of the Land.
- B The Developer proposes to carry out the Development on the Land.
- C On 29 July 2005, Greta Estates Pty Limited made the Stage 1 Development Application to the Council under Division 4B of Part 4 the Act accompanied by an application for amendment of the LEP.
- D The Developer has offered to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.
- E Until the Planning Agreement operates, this Agreement constitutes the Developer's offer to make Development Contributions in connection with the Development on the terms and conditions set out in this Agreement.

## Operative provisions

### 1 Definitions & Interpretation

- 1.1 The following definitions apply in this Agreement unless the context or subject-matter otherwise indicates or requires:

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

**Agreed Additional Works** means the works specified in Schedule 4.

**Bank Guarantee** means an irrevocable and unconditional undertaking by one of the following trading banks:

- (a) Australia and New Zealand Banking Group Limited;
- (b) Commonwealth Bank of Australia;
- (c) Macquarie Bank;
- (d) National Australia Bank Limited;
- (e) St George Bank Limited;
- (f) Westpac Banking Corporation; or
- (g) other 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** means an insurance bond from a AAA credit rated party

**compliance certificate** means a compliance certificate within the meaning of the Act.



**construction certificate** means a construction certificate within the meaning of the Act

**Contribution Value** means the amount specified in respect of a Public Facility in column 4 of Schedule 2.

**Development** means the proposed redevelopment of the former army migrant camp at Greta to be carried out in stages in accordance with the Development Consents (as modified from time to time) in respect of the Stage 1 Development Application and the Future Development Applications.

**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 or any combination of them, to be used for, or applied towards, a Public Purpose.

**Final Lot** means a lot (stratum or otherwise) to be created within the Land for the purpose of separate occupation and disposition as a dwelling not being:

- (a) a lot created by a subdivision of the Land that is to be dedicated or otherwise transferred to the Council, or
- (b) a lot created by a subdivision of the Land which is identified in a Development Application for the relevant Stage as a lot which will be further subdivided.

**First Defects Liability Period** means, for each Work, **12 months**, commencing on and from the date the Council accepts the hand-over of that Work under clause 11 of this Agreement.

**Future Development Applications** means Development Applications for the carrying out of the Development, other than the Stage 1 Development Application.

**Land** means Lots 1-6 of DP 1036942, Lots 263-264 of DP 755211.

**LEP** means the *Cessnock Local Environmental Plan 1989*.

**Map** means the map of the Land in Annexure A.

**Masterplan Uses** means the in-principle use of the Land as specified in Schedule 5.

**Planning Agreement** means the provisions of this Agreement under which the Developer is required to make Development Contributions in connection with the carrying out of the Development, and includes any provisions that are incidental or supplementary to those provisions.

**Public Facility** means a public amenity, a public service, a public facility, public land, public infrastructure, a public road, a public work, or any other act, matter or thing that meets a Public Purpose.

**Public Purpose** has the same meaning as in s93F(2) of the Act.

**Rectification Certificate** means a compliance certificate to the effect that work the subject of a Rectification Notice has been completed in accordance with the Notice.



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

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

**s94 Contribution** means a Development Contribution required as a condition of a Development Consent imposed pursuant to section 94 of the Act.

**Second Defects Liability Period** means, for each item of the Works, 12 months, commencing on and from the date on which the Council under clause 12 of this Agreement serves a notice that it is satisfied that rectification works relating to a Rectification Notice given in the First Defects Liability Period have been completed.

**Stage** in relation to the Development means a stage of the carrying out of the Development.

**Stage 1 Development Application** means DA8/2005/761/1 lodged with the Council in respect of Stage 1 of the Development, being an application for consent to superlot subdivision and Masterplan Uses of the Land.

**subdivision certificate** means a subdivision certificate within the meaning of the Act

**Tourist Related Development** means but is not limited to wineries, wine sales outlets, hotels and motels, caravan parks, holiday cabins, other tourist accommodation facilities, restaurants, registered clubs and country clubs, galleries, art and craft centres, heritage or other theme parks, tourist 'diversions', 'tourist recreation facilities' as defined in the LEP, and other development that may reasonably be considered by the Council to serve tourists but does not include any aspect of the Development Contribution to be made under this Agreement as referred to in Items A1 and C1 in column 1 of Schedule 2.

**Work** means building, engineering or construction work in, on, over or under land.

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

- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- 1.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- 1.2.5 A reference in this Agreement to 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.





- 1.2.6 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.9 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.
- 1.2.10 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.
- 1.2.11 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.12 A reference to this Agreement means this deed and includes the agreement recorded in this deed.
- 1.2.13 A reference to a Party to this Agreement includes a reference to the servants, agents and contractors of the party, and the Party's successors and assigns.
- 1.2.14 Any schedules, appendices, annexures and attachments form part of this Agreement.

## **2 Application of this Agreement**

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

## **3 Status of this Agreement**

- 3.1 Until the Planning Agreement operates, this document constitutes the Developer's irrevocable offer to enter into the Planning Agreement if development consent is granted to the Stage 1 Development Application.
- 3.2 The Planning Agreement operates only if Development Consent is granted to the Stage 1 Development Application subject to a condition requiring the Planning Agreement to be entered into.
- 3.3 The Developer consents to a condition of the kind referred to in clause 3.2.
- 3.4 To avoid any doubt, the Planning Agreement does not create any obligation to provide any Development Contribution towards a Public Facility specified in Column 2 of Schedule 2 unless and until:
  - 3.4.1 Development Consent is granted to a Future Development Application that includes that part of the Development referred to in Column 3 of Schedule 2 in relation to that Public Facility; and
  - 3.4.2 a construction certificate is issued under that Development Consent.
- 3.5 There is no obligation under this Agreement to provide the Agreed Additional Works.



**4 Further Agreements Relating to this Agreement**

- 4.1 The Parties may, at any time, enter into such other agreements relating to the subject-matter of this Agreement that they consider are necessary or desirable in order to give effect to this Agreement.
- 4.2 An agreement referred to in clause 4.1 is not to be inconsistent with:
- 4.2.1 this Agreement, or
  - 4.2.2 any Development Consent for the Development, as modified from time to time, or
  - 4.2.3 any other applicable law.
- 4.3 An agreement referred to in clause 4.1 does not have effect to the extent that it contravenes clause 4.2.
- 4.4 Without limiting clause 4.1, an agreement or arrangements referred to in that clause may make provision for any of the following under this Agreement:
- 4.4.1 the particulars of any Public Facility required to be made available for a Public Purpose;
  - 4.4.2 the location at which a Public Facility is to be provided and the time at which and the manner in which it will be made available;
  - 4.4.3 the particulars of any Work required by this Agreement to be undertaken by the Developer;
  - 4.4.4 the time at which and the manner in which a Work is to be handed over to the Council; and
  - 4.4.5 the length of a defects liability period;
  - 4.4.6 the amount of a security for a Work.

**5 Application of s94 and s94A of the Act to the Development**

- 5.1 This Agreement excludes the application of s94 and s94A of the Act to the Development.

**6 Effect of Development Consents on the Development**

- 6.1 The purpose of this clause is to ensure that the Developer is not required to make Development Contributions in respect of the Development that exceed the Development Contributions to be made under this Agreement, other than Development Contributions comprising the Agreed Additional Works.
- 6.2 If a Development Consent is granted to a Stage of the Development subject to a condition requiring the Developer to carry out Works for a Public Purpose other than the Agreed Additional Works, the value of the Development Contributions to be provided under this Agreement is to be reduced by the estimated value of the Work.
- 6.3 For the purpose of clause 6.2, the estimated value of the relevant Work shall be determined using the method that would be adopted by a suitably qualified quantity surveyor, and all costs associated with the provision of the completed Work including the costs of design, project management, advice from



consultants and any other fees and charges that would ordinarily incurred by a developer in the provision of that Work.

- 6.4 If clause 6.2 applies, the Parties, acting in good faith and using their best endeavours, are to agree, in accordance with clause 4, on an appropriate adjustment of the Developer's obligations under this Agreement to give effect to that clause and failing agreement, the matter shall be taken to be a dispute and clause 22 shall apply.

## **7 Provision of Development Contributions under this Agreement**

- 7.1 Subject to this Agreement, the Developer is to make a Development Contribution in respect of the Development comprising:
- 7.1.1 dedication of the land specified in Column 2 of Part A of Schedule 2;
  - 7.1.2 payment of the monetary contributions specified in Column 4 of Part B of Schedule 2;
  - 7.1.3 payment of the monetary contributions specified in Column 4 of Part D of Schedule 2 in respect of each Final Lot; and
  - 7.1.4 the carrying out and handover of the Works listed in Part C of Column 2 of Schedule 2 as specified in Schedule 3.
- 7.2 A Development Contribution referred to in clause 7.1 is to be made:
- 7.2.1 for the Public Purpose referred to in Column 2 of Schedule 2 in respect of the relevant Public Facility, and
  - 7.2.2 at the time specified in Column 3 of Schedule 2 in respect of the relevant Public Facility except as otherwise agreed in an agreement referred to in clause 4.
- 7.3 A monetary contribution as referred to in clause 7.1.2 and 7.1.3 is to be indexed quarterly in accordance with the Consumer Price Index (All Groups-Sydney) as provided by the Australian Bureau of Statistics from the date of this Agreement to the date of payment.
- 7.4 Except as provided by clause 11, Development Contributions made in accordance with this Agreement (or an agreement referred to in clause 4) are made in full and final satisfaction of all costs and expenses required to be borne by the Developer of and incidental to the Provision of the Public Facility to which it relates.

## **8 Application of Development Contributions by the Council**

- 8.1 Subject to this clause, the Council must apply a Development Contribution made by the Developer under this Agreement towards the Public Facility for which it is made and at the locations, in the manner and to the standards required by or under this Agreement.
- 8.2 The Council is to make each such Public Facility available for the Public Purpose relating to that facility and in the manner that, in the Council's opinion, best meets the demand for the facility created by the Development.
- 8.3 If the Council decides that a Public Facility for which a Development Contributions is made under this Agreement is no longer required, the Council must apply the Development Contribution towards the provision of other



Public Facilities for a Public Purpose within the locality of Greta and within a reasonable distance as agreed between the parties of the Greta multi-purpose function centre located at 1 Water Street, Greta.

- 8.4 Notwithstanding clause 7.2 of this Agreement and this Clause 8, monetary Development Contributions made by the Developer in accordance with clause 7.1 may be pooled by the Council and applied progressively towards the provision of any of the Public Facilities listed in Part B or Part D of Schedule 2 or proposed by the Council under clause 8.3.

#### 9 Monetary Contributions

- 9.1 A monetary contribution is made for the purposes of this Agreement when cleared funds are deposited by means of electronic funds transfer into a bank account nominated by the Council.
- 9.2 The Developer is to give the Council not less than 2 business days written notice of:
- 9.2.1 its intention to pay a monetary contribution,
  - 9.2.2 the Public Facility to which the monetary contribution relates, and
  - 9.2.3 the amount proposed to be paid.
- 9.3 The Developer is not required to pay a monetary contribution under this Agreement unless the Council, after having received the Developer's notice under clause 9.2, has given to the Developer a tax invoice for the amount of the contribution that the Developer intends to pay.
- 9.4 The Developer is not in breach of this Agreement if it fails to pay a monetary contribution at the time required by this Agreement by reason only of the Council's failure to give to the Developer a tax invoice in relation to the amount proposed to be paid by the Developer.

#### 10 Dedication of Land

- 10.1 A Development Contribution comprising the dedication of land is made 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.
- 10.2 To allow for the registration of an instrument of transfer referred to in clause 10.1, the Developer is to:
- 10.2.1 produce to the Land Titles Office the certificate of title to land to be dedicated under this Agreement or a direction allowing the certificate of title to be used for that purpose, and
  - 10.2.2 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.
- 10.3 The Council must accept the dedication of land specified in Part A of Schedule 2 at the same time as it is required, in accordance with clause 11.8, to accept the hand-over of any Work required by this Agreement to be undertaken by the Developer on the land.



**11 Carrying Out & Hand-over of Work**

- 11.1 A Development Contribution comprising the carrying out of a Work specified in Part C of Schedule 2, is made for the purposes of this Agreement when the Council accepts the hand-over of the Work in accordance with this clause.
- 11.2 The Developer shall at its own cost and expense make good, to the satisfaction of the Council, any loss or damage to any Work from any cause whatsoever which occurs prior to the date on which that item is handed-over to the Council.
- 11.3 A Work must not be varied by the Developer, unless the Developer obtains the Council's prior written consent to the variation.
- 11.4 The Developer may undertake variations or additions to a Work, if requested by the Council, subject to a written agreement being entered into by the Parties, which deals with the scope and cost of such variations or additions.
- 11.5 If the Developer fails to hand-over any item of Work as required by this Agreement by the time specified in Column 3 of Schedule 2 for that item or in an agreement referred to in clause 4:
- 11.5.1 if that item of Work has yet to be commenced, the Council may call upon the bank guarantee provided under clause 16 for the estimated cost of that item of Work, or
- 11.5.2 if that item of Work has been commenced but not completed, the Council may elect to complete that item or such part or parts as are outstanding as at the date specified in Column 3 of Schedule 2 or otherwise as agreed, or appoint a contractor to carry out these Works on the Council's behalf.
- 11.6 If clause 11.5.2 applies:
- 11.6.1 the Developer must allow the Council, its officers, employees, agents and contractors to enter the Land for the purpose of completing the relevant Work,
- 11.6.2 the costs which the Council incurs in completing the Work shall be a debt due and payable by the Developer to the Council, which may be recovered by the Council from the Developer:
- (a) by calling upon the bank guarantee provided under clause 16, or
- (b) as a debt due in a court of competent jurisdiction,
- 11.6.3 the Developer irrevocably appoints the Council as its attorney, to:
- (a) exercise its rights and powers as owner of any Land to be dedicated as part of the Works, including executing any documents on the Developer's behalf, and
- (b) execute all such documents and do all such things on the Developer's behalf as are necessary or desirable to enable the Council to complete the relevant Work and exercise its rights under this clause 11.6.



- 11.6.4 the Developer agrees to sign all documents and do all things necessary and appropriate to enable the Council to complete the Works, if the Council elects to do so.
- 11.7 Subject to this Agreement, when the Developer considers that a Work being carried out pursuant to clause 7.1.3 is complete, the Developer is to give to the Council a compliance certificate relating to the Work.
- 11.8 The Developer must provide the Council with full works-as-executed plans in respect of a Work at the time it gives a compliance certificate.
- 11.9 The Council is to accept the hand-over by the Developer of a Work that is the subject of a compliance certificate within 30 days of the date on which the Developer provides the compliance certificate to the Council.
- 11.10 On hand-over of the Work, the Council accepts ownership, possession and control of the Work.
- 11.11 The Developer must permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior notice, in order to inspect, examine or test the Work where required in connection with the hand-over of the Work.

## 12 Rectification of Defects

- 12.1 During the First Defects Liability Period and the Second Defects Liability Period, the Council may give to the Developer a Rectification Notice in relation to the Works specifying:
- 12.1.1 the Works requiring rectification,
- 12.1.2 the action required to be undertaken by the Developer to rectify those Works, and
- 12.1.3 the date on which those Works are to be rectified.
- 12.2 The Developer must comply with a Rectification Notice at its own cost according to the terms of the Notice.
- 12.3 When the Developer considers that rectification is complete, the Developer may give to the Council a Rectification Certificate relating to the Works the subject of the relevant Rectification Notice.
- 12.4 The Council may inspect the rectification works within 28 days of receiving a Rectification Certificate and:
- 12.4.1 issue further Rectification Notices if it is not satisfied that the rectification is complete; or
- 12.4.2 notify the Developer in writing that it is satisfied the rectification work is complete.
- 12.5 Notification from the Council in accordance with clause 12.4.2 discharges the Developer from any further obligation to comply with the relevant Rectification Notice.
- 12.6 If the Developer does not comply with a Rectification Notice, the Council may do such things as are necessary to rectify the defect and may:



- 12.6.1 call upon the bank guarantee provided by the Developer to the Council under this Agreement to meet its costs in rectifying the defect, and
- 12.6.2 recover, as a debt due in a court of competent jurisdiction, any difference between the amount of the bank guarantee and the costs incurred by the Council in rectifying the defect.
- 12.7 The Developer irrevocably appoints the Council as its attorney to:
  - 12.7.1 exercise its rights and powers as owner of the Land on which the Works requiring rectification are located; and
  - 12.7.2 execute all such documents and do all such things on the Developer's behalf as are necessary or desirable to enable the Council to rectify any defects in accordance with a Rectification Notice given under this Agreement.

**13 Cost of Works carried out by the Council**

- 13.1 The Parties acknowledge and agree that where the Council notifies the Developer of the cost incurred by the Council:
  - 13.1.1 in carrying out Works, where clause 11.6.2 of this Agreement applies, or
  - 13.1.2 in carrying out any repair work on any defects or faults affecting the Works pursuant to clause 12.6 of this Agreement,that notice shall constitute sufficient evidence as to the cost of such work, for the purpose of this Agreement, and the Developer will have no right, whether under this Agreement or otherwise, to dispute the amount, or the method used to determine that amount.
- 13.2 The cost of carrying out the Works or any defect rectification and repair works may include, but not be limited to:
  - 13.2.1 all fees and charges necessarily or reasonably incurred by the Council in order to have the relevant work carried out and completed properly and expeditiously, and
  - 13.2.2 without limiting the generality of the preceding sub-clause, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement, or generally in carrying out of the Council's powers and duties under this Agreement.

**14 Indemnity and Insurance**

- 14.1 The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with the carrying out by the Developer of the Works and any other obligation under this Agreement.
- 14.2 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to the Works up until the relevant date of hand-over to Council:



- 14.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
  - 14.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
  - 14.2.3 workers compensation insurance as required by law, and
  - 14.2.4 any other insurance required by law.
  - 14.3 If the Developer fails to comply with clause 14.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
    - 14.3.1 by calling upon the bank guarantee provided by the Developer to the Council under this Agreement, or
    - 14.3.2 recovery as a debt due in a court of competent jurisdiction.
  - 14.4 The Developer is not to commence to carry out the Works unless it has first provided to the Council satisfactory written evidence of all the insurances specified in clause 14.2.
- 15 Management and maintenance of certain facilities**
- 15.1 This clause applies to the Public Facility which is Item C1 in Part C of Schedule 3.
  - 15.2 For the period of 10 years after the handover of the Public Facility to which this clause applies in accordance with clause 11, the Developer is to:
    - 15.2.1 maintain that Public Facility at the Developer's cost, on such terms and conditions as are agreed in writing between the Parties; and
    - 15.2.2 manage at the Developer's cost, the administration of commemorative plaques for ex-migrants from the former migrants camp on such terms and conditions as are agreed in writing between the Parties.
  - 15.3 The Parties acting in good faith and using their best endeavours agree to negotiate an agreement referred to in this clause in advance of the date of handover.
  - 15.4 A failure by the Parties to reach agreement under clause 15.2.1 or 15.2.2 is taken to be a dispute for the purposes of clause 22.
- 16 Provision of Security**
- 16.1 Prior to the issuing of the first construction certificate in respect of a Stage of the Development, the Developer is to provide the Council with a Bond or a Bank Guarantee in an amount equal to the sum of:





- 16.1.1 the value of the monetary contributions payable under this Agreement for the total number of Final Lots in that particular Stage as specified in Column 4 of Part D of Schedule 2;
- 16.1.2 the value of the monetary contributions payable under this Agreement for any Tourist Related Development in that particular Stage as specified in Column 4 of Part B of Schedule 2; and
- 16.1.3 the contribution value of the works specified in Item C1 of Schedule 2, calculated in accordance with Column 4 of that item in Schedule 2 for the total number of Final Lots in that particular Stage.
- 16.2 For the purposes of clause 16.1, the Contribution Values for the Development Contributions shall be indexed quarterly in accordance with the Consumer Price Index (All Groups- Sydney) as provided by the Australian Bureau of Statistics from the date of this Agreement to the date that the Bank Guarantee is provided.
- 16.3 Except as expressly permitted by this Agreement, the Council is not to call upon a Bond or Bank Guarantee provided under this clause unless the Developer is in material or substantial breach of this Agreement and has failed to rectify the breach after having been given reasonable notice (which must not be less than 30 days) in writing to do so.
- 16.4 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 totaling 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.
- 16.5 Subject to this clause, the Council may apply the proceeds of a Bond or Bank Guarantee in satisfaction of:
- 16.5.1 any obligation of the Developer under this Agreement – in which case the obligation will be taken to have been rectified, and
- 16.5.2 any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this Agreement.
- 16.6 When the obligation of the Developer under this Agreement to which a Bond or Bank Guarantee relates has been fulfilled, the Council must return the Bond or Bank Guarantee (or agree to the replacement of the Bond or Bank Guarantee by a Bond or Bank Guarantee for such lesser amount as is applicable in the circumstances having regard to the fulfillment of the obligation) if requested by the Developer. In particular, upon the expiry of the Second Defects Liability or receipt of a notice from the Council in accordance with clause 12.4.2 that it is satisfied that rectification work is complete, whichever is the later, the Council is to return the Bond or Bank Guarantee to the Developer on request.
- 16.7 If the Council calls on a Bond or Bank Guarantee in accordance with this Agreement, the Council may, by notice in writing to the Developer, require the Developer to provide a further Bond or Bank Guarantee in an amount that, when added to any unused portion of any existing Bank Guarantee, does not



exceed the amount of the Bond or Bank Guarantee the Council is entitled to hold under this clause 16.

**17 Enforcement**

- 17.1 Without limiting any other remedies available to the Parties, this Agreement may be enforced by either Party in any court of competent jurisdiction.
- 17.2 For the avoidance of doubt, nothing in this Agreement prevents:
- 17.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
- 17.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

**18 Registration of this Agreement**

- 18.1 The Developer agrees to procure registration of this Agreement on the relevant folios of the Register pertaining to the Land as soon as practicable following the grant of the Stage 1 Development Application, including obtaining the consent of any mortgagee or other person with an estate or interest in the Land to such registration.
- 18.2 The Developer shall deliver to the Council on the date this Agreement is made, all necessary documents in registrable form to enable the Council to lodge those documents at LPI and obtain immediate registration of this agreement on the title to the Land following the grant of the Stage 1 Development Application.
- 18.3 In the event that the documents of title for the Land are not in the possession of the Developer, the Developer will deliver to the Council at the date this Agreement is made, an irrevocable undertaking in the form of a deed poll by the person having possession of the title deeds to the Land, in favour of the Council to:
- 18.3.1 in consideration of the Council's entering into this Agreement with the Developer, consent to the registration of this Agreement on the title to the Land; and
- 18.3.2 produce the title documents in relation to the Land when required by the Council and / or LPI to enable registration of this Agreement under section 93H of the Act.
- 18.4 The Council agrees that on registration of any plan of subdivision within the Development, notation of the registration of the Planning Agreement shall be removed at the Developer's cost from the title to each Final Lot created by the plan of subdivision.

**19 Restriction on inconsistent development**

- 19.1 The Developer agrees that it will not, without the consent of the Council, apply for, or authorise any other person to apply for, consent or approval to carry out development on the Land in a form inconsistent with the Development.



**20 Assignment and sale of land**

20.1 The Developer may sell, transfer, assign or novate or similarly deal with its right, title or interest in the Land (if any) or allow any interest in them to arise or be varied, in each case, without Council's consent only if this Agreement is registered on the relevant folios of the Register pertaining to the Land in accordance with clause 18, and prior to any such sale, transfer, assignment or novation, the Developer has given Council no less than 14 days notice in writing of the proposed dealing.

20.2 Nothing in clause 20.1 prevents a transfer of Final Lots created from the Land by registration of a plan of subdivision at LPI if at the time of transfer, the Developer has complied with the relevant terms of this Agreement.

**21 Review of this Agreement**

21.1 The Parties, acting in good faith and using their best endeavours, agree to review this Agreement and any agreement under clause 4 every 3 years, and otherwise if either party is of the opinion that any change of circumstance has occurred that materially affects the operation of this Agreement or an agreement under clause 4.

21.2 For the purposes of clause 21.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.

21.3 A failure by a Party to agree to participate in a review under clause 21.1 is taken to be a dispute for the purposes of clause 22.

21.4 Clause 22 does not apply to a dispute arising in or as a consequence of a review in respect of a request by one Party that the other take any action in relation to this Agreement.

21.5 A Party is not in breach of this Agreement if it does not agree to an amendment to this Agreement requested by a Party in or as a consequence of a review.

**22 Dispute Resolution**

22.1 Except as otherwise specifically provided by this Agreement, should a dispute arise under this Agreement or an agreement under clause 4, the Parties shall firstly meet in an attempt to resolve the dispute.

22.2 If the dispute is not resolved within 28 days of the date that a Party first raises the issue about which there is a dispute, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.

22.3 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.



- 22.4 Clauses 22.1 – 22.3 do not apply to a dispute relating to a matter in respect of which the Council may give or has given the Developer a notice under clause 12.1.

### 23 Notices

- 23.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement or an agreement under clause 4 is only given or made if it is in writing and sent in one of the following ways:
- 23.1.1 delivered or posted to that Party at its address set out in the Schedule.
  - 23.1.2 faxed to that Party at its fax number set out in the Schedule.
  - 23.1.3 emailed to that Party at its email address set out in the Schedule.
- 23.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address, fax number or email address.
- 23.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 23.3.1 delivered, when it is left at the relevant address;
  - 23.3.2 sent by post, 2 business days after it is posted;
  - 23.3.3 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
  - 23.3.4 emailed within 24 hours of the sender sending the email to the correct address provided no failed delivery notice has been received within that period.
- 23.4 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.

### 24 Approvals and Consent

- 24.1 Except as otherwise set out in this Agreement or an agreement referred to in clause 4, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- 24.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

### 25 Costs



- 
- 25.1 The Developer will pay the Council's reasonable costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.
- 26 Entire Agreement**
- 26.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 26.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.
- 27 Further Acts**
- 27.1 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 Agreement and all transactions incidental to it.
- 28 Governing Law and Jurisdiction**
- 28.1 This Agreement is governed by the law of New South Wales.
- 28.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them and they will not object to the exercise of jurisdiction by those courts on any basis.
- 29 Joint and Individual Liability and Benefits**
- 29.1 Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.
- 30 No Fetter**
- 30.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.
- 31 Representations and Warranties**
- 31.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.
- 32 Severability**
- 32.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.



32.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

**33 Modification**

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

**34 Waiver**

34.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

34.2 A waiver by a Party is only effective if it is in writing.

34.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given 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.

**35 GST Provisions**

**Note:** Under *A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2008 (No. 1)*:

(a) Development Contributions made under Division 6 of Part 4 of the Act to finance the provision of public infrastructure and services are not consideration for any supply made by Council; and

(b) Dedication of roads, buildings or other infrastructure are not consideration for any supply made by Council.

35.1 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.

35.2 Subject to clause 35.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the



Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

- 35.3 Clause 35.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 35.4 No additional Consideration shall be payable by the Council under clause 35.2 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.
- 35.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 35.5.1 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;
- 35.5.2 that any amounts payable by the Parties in accordance with clause 35.2 (as limited by clause 35.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 35.6 No payment of any amount pursuant to this clause 35, 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.
- 35.7 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.
- 35.8 This clause continues to apply after expiration or termination of this Agreement.

**36 Explanatory Note Relating to this Agreement**

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

Anvil Creek Project Planning Deed  
Greta Estates Pty Limited  
Cessnock City Council



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**Schedule 1**

(Clause 23)

**Contact for Notices**

**Developer:**

Contact Officer: Brett Brown, Ingham Planning Pty Ltd  
Telephone: (02) 9416 9111  
Fax: (02) 9416 9799  
Email: [brett@inghamplanning.com.au](mailto:brett@inghamplanning.com.au)

**Council:**

Contact Officer: The General Manager  
Telephone: (02) 4993 4100  
Fax: (02) 4993 4200  
Email: [council@cessnock.nsw.gov.au](mailto:council@cessnock.nsw.gov.au)





Schedule 2

(Clause 7)

The Development Contributions

Table

Column 1	Column 2	Column 3	Column 4
Item	Public purpose	Timing	Contribution Value
<b>Part A – Land dedication</b>			
A1	Heritage Park –within precinct S of an area of 6.5ha	Prior to the release of the construction certificate for the 871st Final Lot in the Development.	\$land value
<b>Total Contribution for Land dedication</b>			<b>\$land value</b>
<b>Part B – Contributions for Tourist Related Development</b>			
B1	(a) Tourist information and signage (b) Vineyards district roads and bridges	Prior to the release of any construction certificate which includes Tourist Related Development	\$1309 per standard room containing 1.5 persons for any tourist accommodation included in the construction certificate referred to in column 3  \$872 per person to be accommodated in any non-standard tourist accommodation including backpacker hostels included in the construction certificate referred to in column 3  \$338 per square metre of any wine sales area included in the construction



			certificate referred to in column 3 \$338 per square metre of any restaurant or café included in the construction certificate referred to in column 3 \$116 per square metre of any gallery or other tourist sales or display included in the construction certificate referred to in column 3
<b>Total Contribution for Tourist Related Development</b>			<b>\$ An amount calculated in accordance with this Part B of Schedule 2</b>
<b>Part C – Works</b>			
C1	Construction of Heritage Park as specified in Schedule 3	Prior to the release of the construction certificate for the 871 <sup>st</sup> Final Lot in the Development	\$3,765.79 per Final Lot up to the 871 <sup>st</sup> Final Lot
<b>Total Contribution for works</b>			<b>\$3,280,000</b>
<b>Part D - Monetary Contributions</b>			
D1	Greta Multi-Purpose Centre	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$205.28 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D2	Car Parking Facilites/Streetscape Improvements -Kurri Kurri/Cessnock	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$122.43 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D3	Car Parking Facilites/Streetscape Improvements -	Prior to the issuing of a subdivision certificate for each	\$244.13 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in



	Greta	Final Lot in the Development	the Development
D4	Cessnock Indoor Sports Facility/Basketball Stadium	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$214.44 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D5	Cessnock Performing Arts Centre	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$428.88 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D6	City Library Facilities	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$571.85 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D7	Kurri Kurri District Aquatic Centre	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$192.08 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D8	Cycle/pedestrian path between Branxton and Greta	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$366.57 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D9	Path (concrete) from the western access of the Land to the town of Greta and railway station	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$146.63 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D10	Upgrade car parking at Greta Railway Station to act as rail/bus/car interchange	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$238.63 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D11	Provision of pedestrian refuges external to site	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$109.97 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D12	Replacement and	Prior to the issuing of	\$1,466.28 per Final

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	realignment of rail overbridge and bridge over Anvil Creek and approaches	a subdivision certificate for each Final Lot in the Development	Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D13	Reconstruction of Mansfield Street	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$750 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D14	Construction of shoulders for Lovedale Road	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$348.24 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D15	Reconstruction of Camp Road	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$1,121.70 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D16	Construction of oval, training area, amenities block and car park on the Land	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$733.14 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D17	District Dry Facilities – Kurri Kurri Aquatic Centre	Prior to the issuing of a subdivision certificate for each Final Lot in the Development	\$181.09 per Final Lot up to and including the 1364 <sup>th</sup> Final Lot in the Development
D18	Acquisition and embellishment of local open space.	Prior to the issuing of a subdivision certificate for each Final Lot in excess of the 1364 <sup>th</sup> Final Lot in the Development (if any)	\$9,850.00 per Final Lot in excess of the 1364 <sup>th</sup> in the Development
<b>Total Cash Contribution</b>			<b>\$7,441.34 per Final Lot up to and including the 1364<sup>th</sup> Final Lot in the Development</b>
			<b>AND</b>
			<b>\$9,850.00 per Final</b>

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	<p>Lot in excess of the 1364<sup>th</sup> Final Lot (if any) <b>AND</b> An amount calculated in accordance Part B of this Schedule for Tourist Related Development</p>
<p>Total Contribution Value</p>	<p>Land value plus \$13,429,988 plus An amount calculated in accordance Part B of this Schedule for Tourist Related Development plus \$9,850.00 per Final Lot in excess of the 1364<sup>th</sup> Final Lot (if any)</p>



**Schedule 3**

(Clause 7)

**Specification of Works**

Table

Column 1	Column 2
Item No. per Part C - Works in Schedule 2	Specification
C1 – Construction of Heritage Park as specified in Schedule 3	Generally as shown on the concept plan for and survey of precinct S in Annexure B and including: <ul style="list-style-type: none"><li>• an amphitheatre accommodating around 600 people, constructed of earth mounding and finished with turf and to include paths retaining walls etc.;</li><li>• construction of an access road (5.0m in width) complete with swale drains from Camp Road and incorporating a new intersection with Camp Road (refer drawing No. 45077-M24 ex Hughes Trueman consulting engineers) complete with required guard rails;</li><li>• construction of gravel surface carpark to accommodate up to 150 vehicles with appropriate drainage, lighting and signage;</li><li>• general stormwater drainage works on the site as needed;</li><li>• provision of necessary infrastructure including electrical services, water and sewerage services;</li><li>• provision of pathways/timber boardwalks around the site;</li><li>• 6 picnic settings;</li><li>• 6 shelters including park benches;</li><li>• 6 electric powered BBQ's;</li></ul>



• a children's playground as follows:

- The playground to be designed manufactured and installed in accordance with the Australian Standards for children's playgrounds.
- The playground to provide facilities for the zero to teen age group including disabled access.
- Specific attention to be paid to the four types of play being: creative, physical, social and cognitive play. This may be addressed through specialised planting, landscaping, play spaces and structures that are designed to engage users in sensory exploration and promote in them a sense of curiosity, intellectual and physical engagement.
- The playground to be sited under existing established vegetation where possible. Alternate shade provision may be achieved through the planting of advanced stock deciduous trees that would provide shade in summer and sunlight in winter. Tree canopies are preferred over built structures that may need to be used as a last resort.
- The playground should be in close proximity to some of the proposed picnic settings and toilets and pathways linking the playground to adjoining facilities (including toilets, picnic setting, car park) to be installed.
- A form of seating to be provided within the playground to provide supervision points.
- Different play types and age groups to be sufficiently separated with designed landscape treatments such as mounding etc.
- Water sensitive design to be used where feasible to provide irrigation for landscaping and demonstrate best practice.

Minimum essential pieces of play equipment to include:

- A large play centre with incorporated slide and climbing apparatus
- A set of swings
- A separate climbing apparatus
- Two double or duo spring rockers (that is, for two or more



	<p>children)</p> <ul style="list-style-type: none"><li>• Two vertical spinners</li><li>• At least two of the essential elements must be targeted towards the 0 – 4 age bracket</li><li>• Rubber wet pour safety surface. The surface is to consist of three main colours and consist of a combination of recycled rubber wet pour and EPDM (Ethylene propylene Diene Monomer) is to be utilised in high wear areas (eg under swings, ends of slides.). The surface must also be designed, manufactured and installed to conform to Australian Standards for playground safety surfacing. A minimum 1.2 metre pathway should be installed around the safety surface.</li></ul> <ul style="list-style-type: none"><li>• installation of interpretive signage relating to the indigenous and non-indigenous heritage of the site including the installation of flagpole and stand;</li><li>• a multi-function building providing a total covered area of 200sqm including:<ul style="list-style-type: none"><li>- kitchen/coolroom facilities of 15 sq.m. in area;</li><li>- a space that could operate as a small food and drink kiosk;</li><li>- male toilet facilities including 2 urinals and 6 Toilet suites;</li><li>- female toilet facilities including 8 Toilet suites;</li><li>- a toilet for people with disabilities/baby change room;</li><li>- community meeting space to be furnished by the Council;</li><li>- capacity for connection of projection and audio facilities to enable the use of the amphitheatre as an outdoor cinema.</li></ul></li></ul> <p>The building is to be designed to include operable/openable walls so as to facilitate its use as an indoor/outdoor space. The minimum area to be able to be fully enclosed shall accommodate up to 100 people.</p>
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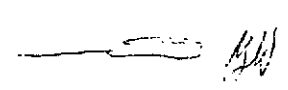


Anvil Creek Project Planning Deed  
Greta Estates Pty Limited  
Cessnock City Council



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	The building shall be finished to the same or better standard than the Council owned Greta multi purpose function centre located at 1 Water Street, Greta.
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#### Schedule 4

(Clause 1.1 and 6)

### Agreed Additional Works

- Bus/Car Interchange – Greta as required by the proposed golf club/hotel in the Development comprising:
  - a porte cochere (minimum 20m in length) for set-down and pick-up for buses, with the bus pick-up and set down area marked in a parallel manner to the porte cochere and to include any 'public' bus that may service the site;
  - seating for bus/coach patrons extending the length and under the porte cochere for protection against the weather;
  - provision of facilities to display public bus service schedules and any private coach / mini bus regular and temporary schedules;
  - coach parking for two coaches in designated bays in close proximity to the porte cochere;
  - parking for three mini-buses also within designated bays in close proximity to the porte cochere; and
  - parking for two taxi cabs within designated bays in close proximity to the porte cochere.

Each of the bays will be appropriately line marked or delineated and will be within an easy walking distance of vehicular car parking (all in accordance with Cessnock City Council's Parking DCP and to Council requirements) associated with the golf clubhouse and hotel facilities.

- Bus stops and J Posts
- Bus shelters internal
- Pedestrian Refuges internal
- Local Area Traffic Management Scheme
- Construction of intersection/connection of link to Camp Road

Anvil Creek Project Planning Deed  
Greta Estates Pty Limited  
Cessnock City Council



- 
- Construction of intersection/connection to Lovedale Road



## Schedule 5

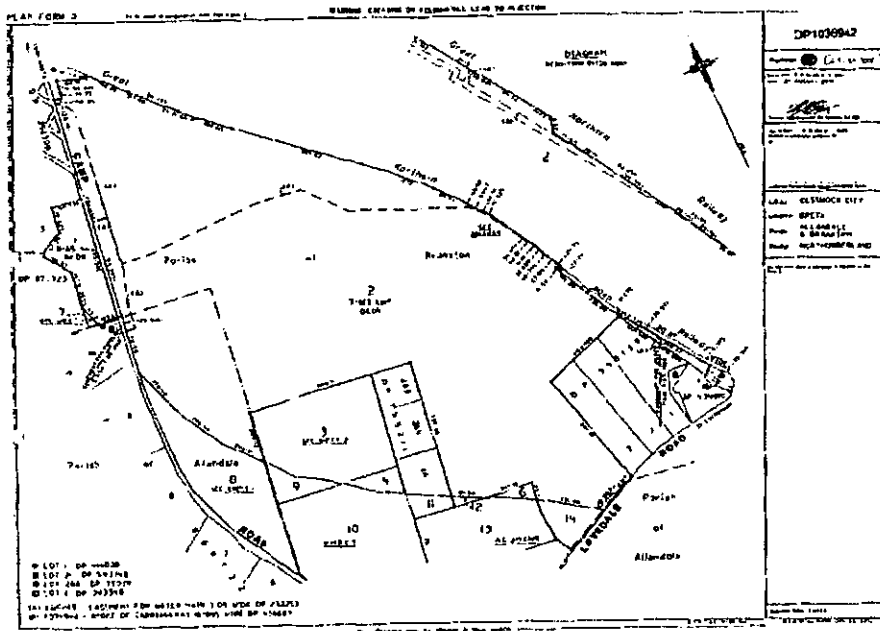
(Clause 1.1)

### Masterplan Uses

- an 18 hole international standard golf course designed by Graham Marsh, comprising an area of around 110 ha;
- a golf clubhouse/hotel building comprising 3300sqm of floor area (if developed over 1 level) including up to 150 hotel rooms;
- up to 85 detached and attached tourist accommodation buildings;
- permanent residential development of up to 1364 dwellings comprised of 276 detached houses; 217 villas, 515 townhouses and 356 duplex apartments;
- a 'Gateway' retail area adjacent to the new freeway interchange aimed at servicing tourists and promoting tourism in the region and providing up to 7,550sqm of floor space and 1,200sqm of outdoor eating area (if developed over 1 level) ;
- an education precinct providing up to 15,700sqm of floor space (if developed over 1 level) and associated sporting fields and facilities;
- a commercial vineyard of around 20 ha;
- a village centre with up to 2,100sqm of floor space (if developed over 1 level) including a mix of uses to serve residents and visitors to the site. Uses envisaged include a general store, café and community centre with catering facility to service the use of the adjacent oval for sporting and community events;
- an extensive network of public and private open space (around 160ha) with a further 110 ha of golf course. The open space incorporates remnants of the former Army and Migrant camp, substantial areas of existing vegetation and bushfire asset protection zones;
- infrastructure including a road, pedestrian and cycle network, noise barriers, stormwater management and essential services.

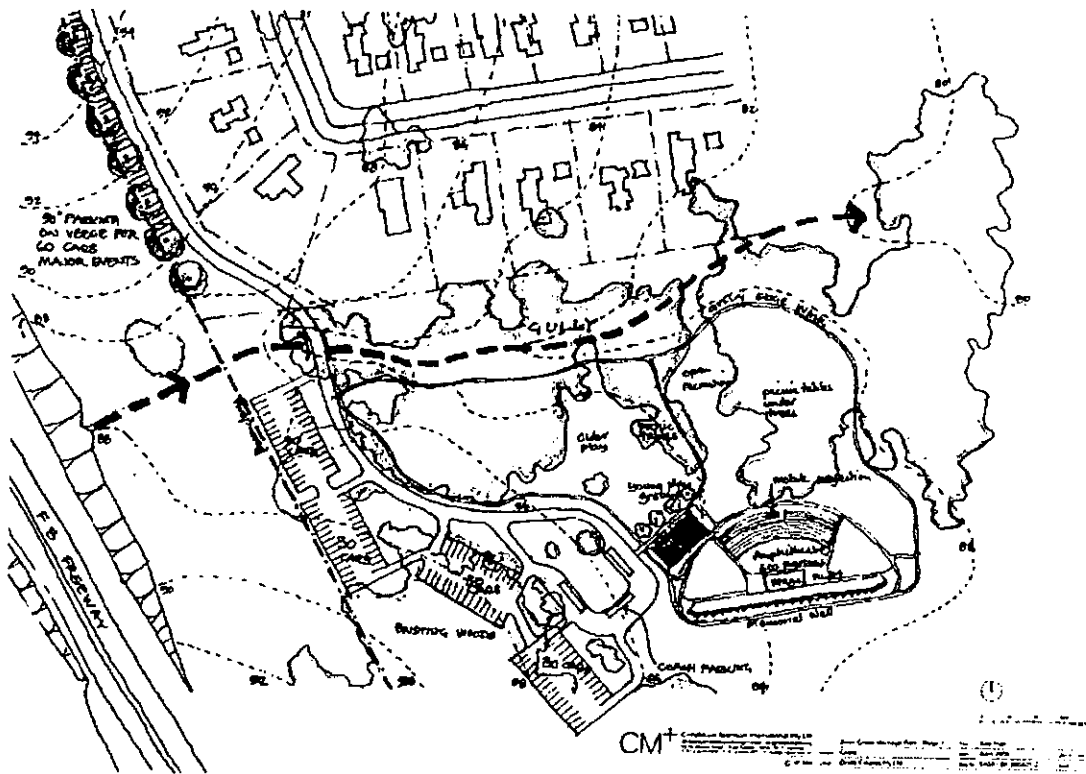


Annexure A  
Map (cl1.1)

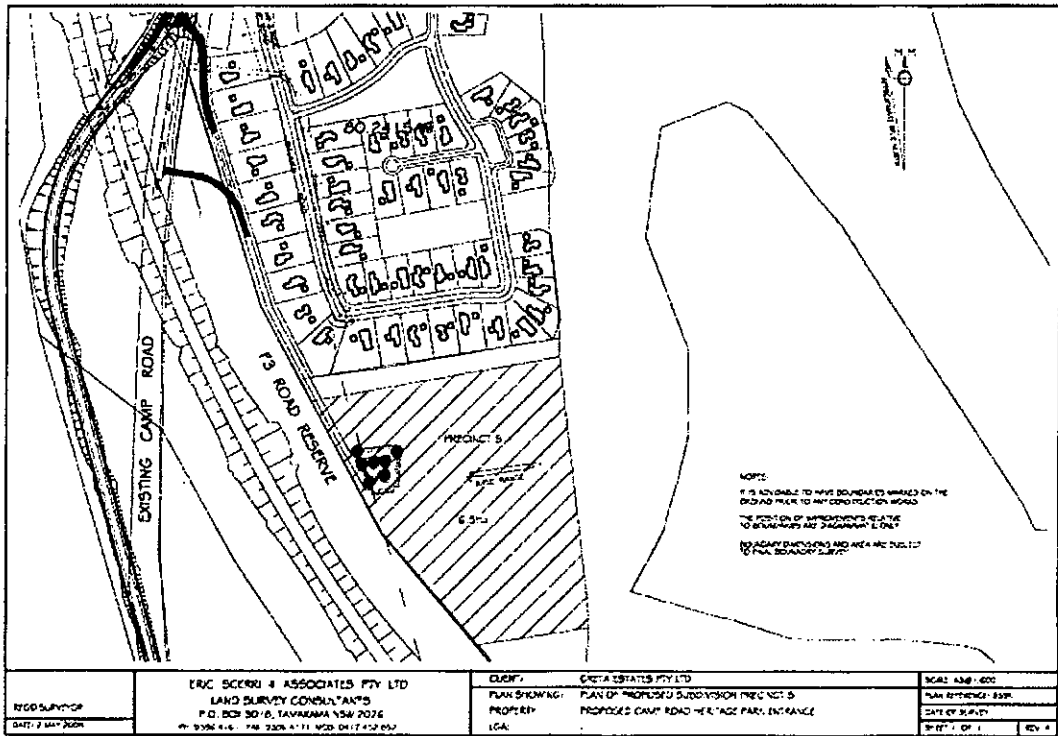


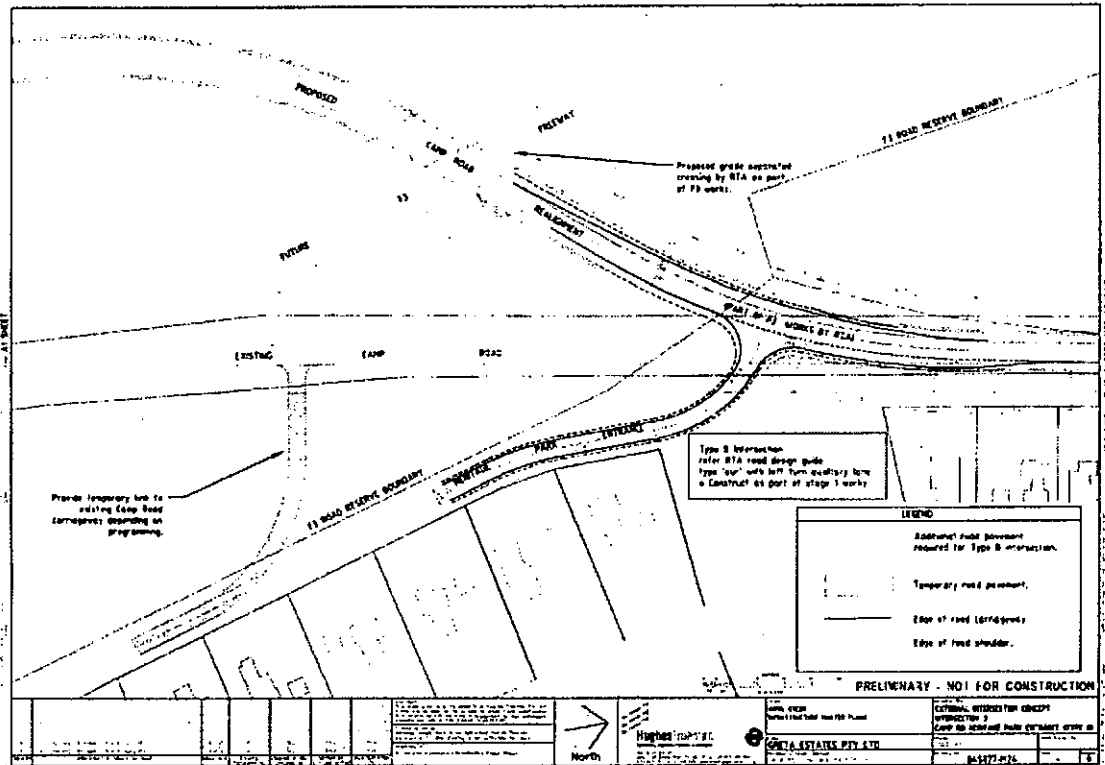


Annexure B  
Heritage Park - (Sch. 3)



Anvil Creek Project Planning Deed  
 Greta Estates Pty Limited  
 Cessnock City Council





*[Handwritten signature]*



Anvil Creek Project Planning Deed  
Greta Estates Pty Limited  
Cessnock City Council

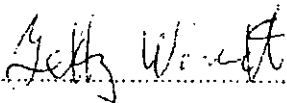


**EXECUTED AS A DEED**

Dated: 20 August 2008

Signed on behalf of Greta Estates Pty Ltd:

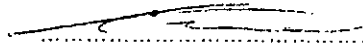
In accordance with s127 of the Corporations Act 2001

  
.....

Director

Name of officer:


JERRY WINDT

  
.....

Director/Company Secretary

Name of officer:

LARI WINDT

WITNESS  ROBERT GELLERT Solicitor

9 Bronte Road, Bondi Junction

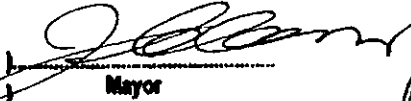
Signed on behalf of the Council:

The Seal of the Council was affixed in accordance with a resolution passed at a duly convened meeting held on \_\_\_\_\_ in the presence of:

.....  
General Manager

.....  
Mayor

THE COMMON SEAL of the CESSNOCK CITY COUNCIL was hereto affixed this 29th day of August 2008 in pursuance of a resolution of the Council passed on the 20th day of August 2008

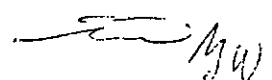
  
.....  
Mayor

  
.....  
General Manager



Greta - Anvil Creek Project Planning Deed - Final - 25.08.08






**Annexure C to Request Form**

**Parties: Cessnock City Council**

Date: 26 November 2013

Letters of Consent from each person who has an estate or interest in the land on the following pages.

A handwritten signature in black ink, appearing to read "Lunge".

Our Reference: 9/85.188;2 - 300813RD  
Mr Russell Drury  
Tel: (02) 4924 0309  
Fax: (02) 4924 0351  
Email: Russell.Drury@rms.nsw.gov.au



**Transport**  
Roads & Maritime  
Services

The Registrar General  
Land and Property Information  
1 Prince Albert Road  
Queens Square  
SYDNEY NSW 2000

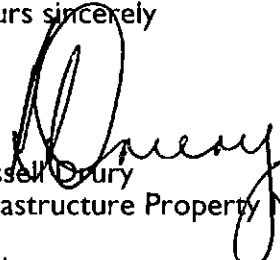
Date: 30.8.13

**Consent to Registration of Anvil Creek Project Planning Agreement on  
Title to Lots 1 to 6 of DP 1036942.**

Dear Registrar General

1. The Roads and Maritime Services (**RMS**) (formerly Roads and Traffic Authority) is the prescribed authority in relation to the following registered restrictions on use of the following land:
  - 1.1 restriction on the use of land with dealing number 9688564 registered on 1/1036942,
  - 1.2 restriction on the use of land with dealing number 9688560 registered on 2/1036942,
  - 1.3 restriction on the use of land with dealing number 9516286 registered on 3/1036942, 4/1036942, 5/1036942 and 6/1036942.
2. The RMS consents to the registration of the above planning agreement between Cessnock City Council and Greta Estates Pty Limited on the titles to the above land.

Yours sincerely

  
Russell Drury  
Infrastructure Property Manager, Hunter  
Encl



Roads and Maritime Services

59 Darby Street Newcastle NSW 2300  
Locked Bag 2030 Newcastle NSW 2300 DX 7813  
www.rms.nsw.gov.au | 13 22 13

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Hunter Water Corporation  
ABN 46 228 573 446  
Customer Enquiries: 1300 657 657  
enquiries@hunterwater.com.au

PO Box 5171  
HRMC NSW 2310  
36 Honeysuckle Drive  
NEWCASTLE NSW 2300

29 October 2013

Our ref: HW2013-1072

The Registrar General  
Land and Property Information  
1 Prince Albert Road  
Queens Square  
SYDNEY NSW 2000

Dear Registrar General

**Consent to Registration of Anvil Creek Project Planning Agreement on Title to Lot 2 of DP 1036942**

1. Hunter Water Corporation (formerly The Hunter Water Board and The Hunter District Water Board) is the beneficiary of the easement with dealing number K615269 registered on 2/1036942
2. Hunter Water Corporation consents to the registration of the above planning agreement between Cessnock City Council and Greta Estates Pty Limited on the title to the above land.

Yours sincerely

A handwritten signature in black ink, appearing to read "Peter Kembrey".

**Peter Kembrey**  
General Counsel

Telephone: (02) 4979 9475  
Facsimile: (02) 4979 9711  
Email: [peter.kembrey@hunterwater.com.au](mailto:peter.kembrey@hunterwater.com.au)

A handwritten signature in black ink, appearing to read "Lune".



**ANVIL**  
CREEK

Greta Estates Pty Ltd ABN 59 073 541 545

Suite 74, 28 Sutherland Street  
Paddington NSW 2021

P 61 2 9361 6776

F 61 2 9360 9747

E info@anvilcreek.com

www.anvilcreek.com

November 11, 2013

The Registrar General  
Land and Property Information  
1 Prince Albert Road  
Queens Square  
SYDNEY NSW 2000

Dear Registrar General,

**Consent to Registration of Anvil Creek Project Planning Agreement on Title to Lots 1 to 6 of DP 1036942 and Lots 263 and 264 of DP755211**

- 1 Greta Estates Pty Limited is the registered proprietor of 1/1036942, 2/1036942, 3/1036942, 4/1036942, 5/1036942, 6/1036942, 263/755211 and 264/755211.
- 2 Greta Estates Pty Ltd consents to the registration of the above planning agreement between Cessnock City Council and Greta Estates Pty Limited on the titles to the above land.

Yours sincerely,

Director

Name:

BETTY WINDT

Director/Secretary

Name:

URI WINDT