Deed

Jerrabomberra Innovation Precinct Infrastructure Planning Agreement

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

Village Building Company Ltd

Poplars Developments Pty Ltd

Queanbeyan-Palerang Regional Council

Date:

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Jerrabomberra Innovation Precinct Infrastructure Planning Agreement

Table of Contents

Summary Sheet **4**

Parties **6**

Background **6**

Operative provisions **7**

Part 1 - Preliminary 7

1 Interpretation 7

2 Status of this Deed 11

3 Commencement 11

4 Application of this Deed 12

5 Warranties 12

6 Further agreements 12

7 Surrender of right of appeal, etc. 12

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

Part 2 – Dedication of land by Poplars and VBC 13

9 Size and location of Dedication Land 13

10 Determination of value 13

11 Dedication of Dedication Land 14

12 Dedication of land 14

13 Sunset Dates 15

Part 2 – Council has entered into an agreement for grant funding 15

14 Council has entered into a grant funding deed 15

15 Carrying out of Council Funded Works 16

16 Further Agreements 16

17 Development Control Meeting 17

Part 3 – High Voltage Electricity 17

18 Essential services 17

19 Staging of HV Infrastructure and restriction on Development 17

20 Amendment to Columns 5, 6, 7 and 8 of Schedule 8 18

Part 4 – Dispute Resolution 19

21 Dispute resolution – expert determination 19

DRAFT

22 Dispute Resolution - mediation 20
Part 5 - Enforcement 20
23 Acquisition of land required to be dedicated 20
24 Enforcement in a court of competent jurisdiction 21
Part 6 – Registration & Restriction on Dealings 22
25 Registration of this Deed 22
26 Restriction on dealings 22
Part 7 – Other Provisions 23
27 Review of Deed 23
28 Notices 23
29 Approvals and Consent 24
30 Costs 24
31 Entire Deed 24
32 Further Acts 24
33 Governing Law and Jurisdiction 24
34 Joint and Individual Liability and Benefits 25
35 No Fetter 25
36 Illegality 25
37 Severability 25
38 Amendment 25
39 Waiver 26
40 GST 26
41 Explanatory Note 27
Schedule 1 28
Schedule 2 29
Schedule 3 31
Schedule 4 34
Schedule 5 37
Schedule 6 38
Schedule 7 42
Schedule 8 47
Execution 49
Appendix 51

DRAFT

Jerrabomberra Innovation Precinct Infrastructure Planning Agreement

Summary Sheet

VBC:

Name: Village Building Co. Limited

Address: Argyle Corner 92 Hoskins Street, Mitchell ACT 2911

Telephone: (02) 6244 6677

Email: tdoherty@villagebuilding.com.au

Representative: Travis Doherty

Poplars:

Name: Poplars Developments Pty Ltd

Address: P.O. Box 3575, Manuka ACT 2603

Telephone: 0459 223 958

Email: Chris.Daly@blackmtn.com.au

Representative: Chris Daly

Council:

Name: Queanbeyan-Palerang Regional Council

Address: 256 Crawford Street, Queanbeyan NSW 2620

Telephone: [Insert Details]

Email: [Insert Details]

Representative: [Insert Details]

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

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Development Contributions:

See clause 11 and Schedule 1.

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

See clause 8.

Security:

See Part 4.

Registration:

See clause 30.

Restriction on dealings:

See clause 26

Dispute Resolution:

See Part 3.

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Jerrabomberra Innovation Precinct Infrastructure Planning Agreement

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

Parties

The Village Building Co. Limited ACN 056 509 025 of Argyle Corner 92 Hoskins Street, Mitchell ACT 2911 (**VBC**)

and

Poplars Developments Pty Ltd ACN 128 465 887 of Level 1, 26 Bougainville Street, Manuka ACT 2603 (**Poplars**)

and

Queanbeyan-Palerang Regional Council ABN 95 933 070 982 of 256 Crawford Street, Queanbeyan NSW 2620 (**Council**)

Background

A Poplars owns part of the West Jerrabomberra Land and has rights to develop and intends to develop the West Jerrabomberra Land.

B VBC owns part of the West Jerrabomberra Land and the South Jerrabomberra Land and intends to develop both part of the West Jerrabomberra land and the South Jerrabomberra Land.

C Poplars and VBC have, or intend to lodge development applications for their respective developments at West Jerrabomberra and South Jerrabomberra.

D In connection with the development at West Jerrabomberra and South Jerrabomberra, VBC and Poplars agree to enter into this planning agreement with the Council under s7.4 of the Act for the dedication of land in West Jerrabomberra for infrastructure, public utilities and public facilities.

E The Council has applied for State government grant funding in the amount of approximately $23 million to be applied towards various infrastructure work at West Jerrabomberra. The Council has also separately committed to a maximum of $8 million towards construction of trunk water, sewer and reticulated water infrastructure to service West Jerrabomberra.

F In respect of works to be funded by the State government grant funding and the Council's funds, VBC, Poplars and the Council also agree to enter into this agreement to specify the work to be procured by the Council using those funds. The Parties acknowledge that the part of the works located within NER 3 will be carried out by the Council and that the part of the works, excluding the sewer rising main and water supply to South Tralee land, located within NER 1 and 2 will be carried out by VBC, with all works, to be funded by the State government grant and Council's funds and any costs in excess to be apportioned between VBC and Poplars in accordance with this Deed.

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G This Deed also sets out the Parties agreement in respect of Stage 1 of the provision of high voltage electricity to the Parties' developments including the, allocation of electricity capacity and allocation of costs.

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).

Agreed Value in relation to a Dedication Land Item, means the amount specified in Column 5 of the table in Schedule 2 corresponding to the item, or as determined in accordance with clause 10.

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

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

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

Clearance Certificate means a clearance certificate issued by the Commissioner for Taxation under paragraph 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

Contributions Plan means the document titled '*Queanbeyan-Palerang Regional Council South Jerrabomberra Local Infrastructure Contributions Plan 2018'* made under s7.18 of the Act as amended from time to time.

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

Council Funded Works means the works specified in Schedule 4.

Council Funded Works Item means an item of the Council Funded Works specified in Column 1 of Schedule 4.

Dedication Land means the land to be dedicated by Poplars and VBC under this Deed.

Dedication Land Item means an item of the Dedication Land specified in Column 1 of Schedule 3.

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

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Developer means VBC or Poplars as the context requires.

Development means the West Jerrabomberra Development and the South Jerrabomberra Development or any part of them subject to requisite Approvals.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Control Meeting means the procedures in clause **Error! eference source not found.** of this Deed.

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

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

ELNO has the meaning given to that term in the Participation Rules.

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.

Foreign Resident Capital Gains Withholding Amount mean the amount a purchaser is required to pay to the Commissioner for Taxation under paragraph 14-200 of the *Taxation Administration Act 1953* (Cth).

Forrest/Morrison Land means the land identified as 'Forrest/Morrison' on the Precinct Map.

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.

HV Infrastructure means the high voltage electricity infrastructure described in column 2 of Schedule 8.

Independent HV Infrastructure Consultant means [Insert company agreed between the parties as the independent HV Infrastructure consultant] or such other suitably qualified consultant in respect of the HV Infrastructure agreed between the Parties.

Independent Valuer means a suitably qualified and registered valuer agreed between the Parties.

Innovation Hub Land means a parcel of land located within Lot 6 DP 719108 with an area of approximately 2ha as described in Item 2 of Schedule 3 which is proposed to be developed by the Council for purposes including '*business premises*', '*light industry'* and '*office premises'* as defined in the *Queanbeyan*

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Local Environmental Plan (Poplars) 2013 or any replacement local environmental plan that applies to that land.

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

Land means the West Jerrabomberra Land and the South Jerrabomberra Land or any part of them.

LG Act means the *Local Government Act 1993.*

Location Plan means the plan in Schedule 5.

NER 1 means the part of the Northern Entry Road that is the bridge over Jerrabomberra Creek.

NER 2 means the part of the Northern Entry Road from the bridge over Jerrabomberra Creek to the entry to South Tralee.

NER 3 means the part of the Northern Entry Road from Tompsitt Drive to Jerrabomberra Creek.

North Poplars Land means land identified as 'North Poplars' on the Precinct Map.

North Tralee Land means land identified as 'North Tralee' on the Precinct Map.

Off Peak Period means [Insert the hours of the day which are considered off-peak period for the purposes of allocating HV electricity]

Participation Rules means the participation rules as determined by the *Electronic Conveyancing National Law* (NSW).

Party means a party to this Deed.

Peak Period means [Insert the hours of the day which are considered peak period for the purposes of allocating HV electricity]

Poplars Dedication Land Value means the sum of the Agreed Values of all Dedication Land Items required to be dedicated by Poplars under this Deed.

Poplars Land means North Poplars Land and South Poplars Land.

Precinct Map means the plan in Schedule 2.

Rail Intermodal Site Land means a parcel of land located within Lot 1 DP1126721 with an area of approximately 3ha as described in Item 3 of Schedule 3 which is proposed to be developed by the Council for purposes including 'freight transport facilities' as defined in the *Queanbeyan Local Environmental Plan (Poplars) 2013* or any replacement local environmental plan that applies to that land.

Regional Sports Complex Land means a parcel of land located within Lot 6 DP239080 with an area of approximately 23ha as described in Item 4 of Schedule 3 which is proposed to be developed by the Council for the purposes of '*recreation facility (indoor)'* and '*recreation facility (outdoor)*' within the meaning of the *Queanbeyan Local Environmental Plan 2012*.

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

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South Jerrabomberra Development means development, within the meaning of the Act, of the South Jerrabomberra Land for residential purposes of approximately 1,500 dwellings.

South Jerrabomberra Land means the land identified as '*South Jerrabomberra*' on the plan in Schedule 1, being South Tralee Land, Forrest/Morrison Land and Walsh Land.

South Poplars Land means land identified as 'South Poplars' on the Precinct Map.

South Tralee Land means the land identified as 'South Tralee' on the Precinct Map.

State government grant funding means the payment of $23 million dollars to the Council by the NSW State government pursuant to the 'Growing Local Economies Fund' grant.

VBC Dedication Land Value means the sum of the Agreed Values of all Dedication Land Items required to be dedicated by VBC under this Deed.

VBC Land means North Tralee Land, South Tralee Land and Forrest/Morrison Land.

Walsh Land means the land identified as 'Walsh' on the Precinct Map.

West Jerrabomberra Development means development, within the meaning of the Act, of the West Jerrabomberra Land for retail, business, light industrial, educational and recreational purposes.

West Jerrabomberra Land means the land identified as '*West Jerrabomberra*' on the plan in Schedule 1, being the North Poplars Land, South Poplars Land and North Tralee Land.

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

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.

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1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.

1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.

1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

1.2.12 References to the word 'include' or 'including' are to be construed without limitation.

1.2.13 A reference to this Deed includes the agreement recorded in this Deed.

1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.

1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.

1.2.16 Any schedules, appendices and attachments form part of this Deed.

1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.

3 Commencement

3.1 This Deed commences and has force and effect on and from the later of:

3.1.1 the date on the Parties have either:

(a) all executed the same copy of this Deed, or

(b) each executed separate counterparts of this Deed and exchanged the counterparts; or

3.1.2 the date on which the Council receives the whole of the State government grant funding.

3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

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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 subject to clause 5.2, are able to fully comply with their obligations under this Deed.

5.2 In respect of any land that is required to be dedicated under this Deed by Poplars and which is not owned by Poplars, Poplars warrants that it has entered into an enforceable agreement with the landowner to register this Deed on title to that land and for such dedication of the land.

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

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

8.1 In respect of Development on the Poplars Land, this Deed does not exclude the application of s7.11 and s7.12 of the Act to the Development.

8.2 In respect of Development on the VBC Land:

8.2.1 this Deed excludes the application of s7.11 and s7.12 of the Act to the extent of any such contributions towards land dedication for items described as '*Sports Fields 1 & 2'* in the Contributions Plan, or any item that replaces those items;

8.2.2 contributions towards embellishment of items described as *'Sports Fields 1 & 2'* in the Contributions Plan up to the amount of [**Drafting Note.** Insert proportion of s7.11 embellishment contributions that will be excluded], and

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8.2.3 this Deed does not otherwise exclude the application of s7.11 and s7.12 of the Act to the Development.

8.3 The benefits to be provided under this Deed are not to be taken into consideration in determining a development contribution under s7.11 of the Act for the Development.

8.4 This Deed does not exclude the application of s7.24 of the Act to the Development.

Part 2 – Dedication of land by Poplars and VBC

9 Size and location of Dedication Land

9.1 The relevant Developer Party is to negotiate in good faith with the Council and agree in writing the precise size and location of each Dedication Land Item it is required to dedicate, or procure its dedication, under this Deed.

9.2 For the purposes of clause 9.1 the relevant Parties are to have regard to:

9.2.1 Schedule 3 and Schedule 5 of this Deed;

9.2.2 the location of that Item as proposed in a Development Application (if any), or, if a Development Consent has been granted for the Item, the location as approved in the Development Consent,

9.2.3 to the extent not inconsistent with the above, the location of that Item specified in the Contributions Plan (if any),

9.2.4 to the extent not inconsistent with the above, the location of that Item proposed in a policy or strategic planning document adopted by the Council.

10 Determination of value

10.1 This clause applies to a Dedication Land Item if Column 5 of the table in Schedule 2 corresponding to that item refers to this clause.

10.2 Upon agreeing on the precise area and location of a Dedication Land Item, the Council and the Party required to dedicate that Item are to obtain a valuation report prepared by an Independent Valuer of the market value of the Dedication Land Item.

10.3 The market value of a Dedication Land Item determined by the Independent Valuer is taken to be the Agreed Value of that item and is binding on the relevant Parties except in the case of fraud or misfeasance by the Independent Valuer.

10.4 The Council and the Party dedicating the Dedication Land Item are to share equally the costs of the Independent Valuer.

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11 Dedication of Dedication Land

11.1 Subject to clause 13, Poplars is to dedicate, or procure the dedication of, the Poplars Dedication Land to the Council in accordance with Schedule 2 and any other provision of this Deed relating to the dedication of land.

11.2 Subject to clause 13, VBC is to dedicate the VBC Dedication Land to the Council in accordance with Schedule 2 and any other provision of this Deed relating to the dedication of land.

11.3 The Council is to apply the Dedication Land dedicated by VBC and Poplars under this Deed towards the public purpose specified in column 2 of Schedule 3 (except as may be agreed by the Parties) and:

11.3.1 is to classify the Regional Sports Complex Land as 'community' under the LG Act for those purposes, and

11.3.2 may classify other dedicated land as 'operational' under the LG Act for those purposes.

12 Dedication of land

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

12.1.1 the Council is provided with:

(a) a Clearance Certificate that is valid at the time of dedication of land, or

(b) the Foreign Resident Capital Gains Withholding Amount in respect of the land to be dedicated, and

12.1.2 one of the following has occurred:

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

(b) if the dedication is to be effected by paper transfer, the Council is given:

(i) an instrument in registrable form under the *Real Property Act 1900* duly executed by the landowner of the Dedication Land as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,

(ii) the written consent to the registration of the transfer of any person whose consent is required to that registration, and

(iii) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer, or

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(c) the Council is given evidence that a transfer has been effected by means of electronic lodgement through Property Exchange Australia Ltd or another ELNO.

12.2 VBC and Poplars are to do all things reasonably necessary to enable registration of the relevant instrument of transfer to occur.

13 Sunset Dates

13.1 If by 10 years from the date of commencement of this Deed the Rail Intermodal Site Land and adjoining land has not been rezoned to a land use zone suitable for its intended purpose, or the Council has given Poplars a written notice that it no longer requires the Rail Intermodal Site Land, and then:

13.1.1 Poplars is not required to dedicate the Rail Intermodal Site Land under this Deed, and

13.1.2 Poplars is to pay monetary Development Contributions in respect of the part of the Development carried out on the Poplars Land in the amount of the Agreed Value of the Rail Intermodal Site Land, and

13.1.3 the monetary Development Contributions to be paid by Poplars under this clause 13.1 are to be paid [Insert timing].

13.2 If the Council has given VBC a written notice that it no longer requires the Regional Sports Complex Land, then:

13.2.1 VBC is not required to dedicate the Regional Sports Complex Land under this Deed, and

13.2.2 VBC is to pay monetary Development Contributions in respect of the part of the Development carried out on the VBC Land in the amount of the Agreed Value of the Regional Sports Complex Land, and

13.2.3 the monetary Development Contributions to be paid by VBC under this clause 13.2 are to be paid [Insert timing].

13.2.4 [Insert amount] of the monetary Development Contributions to be paid by VBC under this clause 13.2 are to be applied towards sports facilities within South Jerrabomberra and West Jerrabomberra.

Part 2 – Council has entered into an agreement for grant funding

14 Council has entered into a grant funding deed

14.1 The Council warrants that it has entered into a written agreement with the State government for the provision of the State government grant funding for the purposes of providing and funding Council Funded Works Item 1 in Schedule 4.

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15 Carrying out of Council Funded Works

15.1 Subject to this Deed, the Council is to carry out and complete, or procure the carrying out and completion of, the Council Funded Works in accordance with Schedule 4.

15.2 The Council is to apply:

15.2.1 the State government grant funding towards Council Funded Works Item 1 in the proportions specified in column 4 of Schedule 4; and

15.2.2 up to $8 million towards Council Funded Works Item 2.

15.3 If the cost of the Council Funded Works Item 1, or any sub items within Item 1, exceeds the amount of the State government grant funding allocated to it then the excess costs must be paid by VBC and Poplars in proportions which reflect the respective demand created for that item by development on the Poplars Land and the VBC Land

15.4 If the cost of the Council Funded Works Item 2, or any sub items within Item 2, exceeds $8 Million then the excess costs must be paid by VBC and Poplars in proportions which reflect the respective demand created for that item by development on the Poplars Land and the VBC Land.

16 Further Agreements

16.1 Without limiting clause 6, the Council, Poplars and VBC may enter into further agreements in respect of:

16.1.1 the carrying out of the Council Funded Works and reimbursement to Poplars or VBC of any costs of carrying out the Council Funded Works,

16.1.2 the scope of the Council Funded Works in the event the Parties agree that cost of completing the Council Funded Works Item 1 exceeds $23 million or the cost of completing Council Funded Works Item 2 exceeds $8 million,

16.1.3 funding to be provided by Poplars and VBC to the Council for the costs of the Council Funded Works Item 1 exceeding $23 million in the proportion relevant to the respective demand created for that item by development on the Poplars Land and the VBC Land,

16.1.4 funding to be provided by Poplars and VBC to the Council for the costs of the Council Funded Works Item 2 exceeding $8 million in the proportion relevant to the respective demand created for that item by development on the Poplars Land and the VBC Land,

16.1.5 access by the Council onto land owned or controlled by Poplars and VBC in order for the Council Funded Works to be carried out.

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17 Development Control Meeting

17.1 Not later than one (1) month after the date of the commencement of this Deed the parties are to establish a development control group ('DCG').

17.2 The primary function of the development control group is to keep all parties informed of progress of the carrying out of the Council Funded Works and any issues which arise.

17.3 Subject to 19.5, the DCG may agree its own meeting frequency, practices and procedures.

17.4 Unless otherwise agreed, the DCG is to not to meet unless at least 1 representative from each party is able to attend.

17.5 Minutes of each meeting are required to be kept.

Part 3 – High Voltage Electricity

18 Essential services

18.1 VBC and Poplars both acknowledge and agree that:

18.1.1 The Council has not considered or assessed whether the provision of the HV Infrastructure, in accordance with the requirements of this Deed, would or would be likely to satisfy the Essential Services provisions of any local environmental plan which applies to the Land;

18.1.2 The provision of the HV Infrastructure in accordance with the requirements of this Deed may not be adequate to satisfy the Essential Services provisions of any local environmental plan which applies to the Land; and

18.1.3 Nothing in this Deed fetters the consent authority's discretion in applying any local environmental plan to an application for development on the Land.

19 Staging of HV Infrastructure and restriction on Development

19.1 The Parties agree that Schedule 8 sets out:

19.1.1 the scope of Stage 1 of the HV Infrastructure works, and

19.1.2 the Parties responsible for the costs of construction of Stage 1 of the HV Infrastructure,

19.1.3 the Party responsible for carrying out the construction of the Stage 1 of HV Infrastructure,

19.1.4 the timing for completion of Stage 1 of the HV Infrastructure,

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19.1.5 the electricity capacity generated by stage 1 of the HV Infrastructure, and

19.1.6 the development to be supplied by stage 1 of the HV Infrastructure and the maximum electricity capacity allocated to that development during Peak Period and Off Peak Period,

19.2 Prior to:

19.2.1 lodging a Development Application for Development Consent,

19.2.2 amending a Development Application for Development Consent, or

19.2.3 lodging an application to modify a Development Consent,

for Development which will connect to the HV Infrastructure, either VBC or Poplars, as the case may be shall provide the other with a copy of a duly authorised report from the Independent HV Infrastructure Consultant which takes into account the reasonably likely demand on electricity from the proposed development and concludes that the effect that the proposed development does not generate Peak Period or Off Peak Period demand for electricity which exceeds the capacity allocation specified for that Party in Column 8 of Schedule 8.

19.3 Until a later stage of the HV Infrastructure is completed, a Party is not to connect any development to any electricity infrastructure which draws electricity from the HV Infrastructure beyond the Peak Period and Off Peak Period capacity allocated for that Party's development as specified for an earlier stage in Column 8 of Schedule 8, subject to clause 20.

20 Amendment to Columns 5, 6, 7 and 8 of Schedule 8

20.1 If a Party wishes to amend a matter specified in one or more of Column 5, 6, 7 or 8 of Schedule 8, then that Party is to give the other Parties' written notice of a request for such an amendment.

20.2 Within [**Drafting Note.** Insert time period] business days of the notice referred to in clause 20.1 the Parties are to meet in order to negotiate the requested amendment to Schedule 8.

20.3 If, within [**Drafting note**. Insert time period] of the first meeting between the Parties:

20.3.1 the Parties agree in writing on the requested amendment to Schedule 8, then Schedule 8 is taken to be amended in accordance with that agreement, or

20.3.2 the Parties do not reach agreement on the requested amendment to Schedule 8, then the Party requesting the amendment is to obtain a report prepared by an Independent HV Infrastructure Consultant in relation to the requested amendment and provide that report to the other Parties.

20.4 Within [**Drafting Note.** Insert time period] business days of receiving the report referred to in clause 20.3.2 the Parties are to meet in order to further negotiate the requested amendment to Schedule 8.

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20.5 If, within [**Drafting note**. Insert time period] of the meeting referred to in clause 20.4:

20.5.1 the Parties agree in writing on the requested amendment to Schedule 8, then Schedule 8 is taken to be amended in accordance with that agreement, or

20.5.2 the Parties do not reach agreement on the requested amendment to Schedule 8, then a Dispute is taken to arise for the purposes of Part 4of this Deed.

20.6 For the avoidance of doubt, if, following an expert determination under clause 21 of this Deed, an expert determines that Column 5, 6, 7 or 8 of Schedule 8 should be amended then Schedule 8 is taken to be amended accordingly.

Part 4 – Dispute Resolution

21 Dispute resolution – expert determination

21.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:

21.1.1 the Parties to the Dispute agree that it can be so determined, or

21.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.

21.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

21.3 If a notice is given under clause 21.2, those Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

21.4 At any time following receipt of a notice under cl. 25.2, or a meeting held pursuant to clause 25.2, the Council may give notice to the remaining parties that it does not wish to be involved in the resolution of the Dispute.

21.5 If the Council gives a notice under cl. 25.4:

21.5.1 It is not required to participate in the process described in the remaining parts of this clause in respect of the Dispute;

21.5.2 It is not required contribute to the costs of expert determination in respect of the Dispute;

21.5.3 It agrees to be bound by the expert determination of the Dispute.

21.6 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the Resolution Institute (NSW) to appoint an expert for expert determination.

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21.7 The expert determination is binding on those Parties except in the case of fraud or misfeasance by the expert.

21.8 Each of those Parties which participate in the expert determination process are to bear their own costs arising from or in connection with the appointment of the expert and the expert determination.

21.9 Those Parties which participate in the expert determination process are to share equally the costs of the President, the expert, and the expert determination.

22 Dispute Resolution - mediation

22.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 21 applies.

22.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

If a notice is given under clause 22.2, those Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

22.3 If the Dispute is not resolved within a further 28 days, those 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.

22.4 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 those 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.

22.5 Each such Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.

22.6 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 5 - Enforcement

23 Acquisition of land required to be dedicated

23.1 If VBC or Poplars do not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the relevant Developer Party consents to the Council compulsorily acquiring that relevant land for compensation in the amount of $1 without having to follow the pre-acquisition procedure under the Just Terms Act.

23.2 The Council is to only acquire land pursuant to clause 23.1 if:

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23.2.1 it has given VBC or Poplars (as the case may be) written notice of the breach and the relevant Party has not dedicated the land within a further 28 days of the written notice, and

23.2.2 the Council considers it reasonable to do so having regard to the circumstances surrounding the failure by VBC or Poplars (as the case may be) to dedicate the land required to be dedicated under this Deed.

23.3 Clause 23.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.

23.4 If, as a result of the acquisition referred to in clause 23.1, the Council is required to pay compensation to any person other than VBC or Poplars, VBC or Poplars (as the case may be) is to reimburse the Council that amount, upon a written request being made by the Council.

23.5 VBC or Poplars (as the case may be) are to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 23, including without limitation:

23.5.1 signing any documents or forms,

23.5.2 giving land owner's consent for lodgement of any Development Application,

23.5.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and

23.5.4 paying the Council's costs arising under this clause 23.

23.6 For the avoidance of doubt, this clause 23 does not impact on the Agreed Value of the Dedication Land or the operation of clause 8

24 Enforcement in a court of competent jurisdiction

24.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.

24.2 For the avoidance of doubt, nothing in this Deed prevents:

24.2.1 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

24.2.2 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.

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Part 6 – Registration & Restriction on Dealings

25 Registration of this Deed

25.1 The Parties agree to register this Deed on the Dedication Land for the purposes of s7.6(1) of the Act.

25.2 Not later than 10 days after the commencement of this Deed , VBC and Poplars are to deliver to the Council in registrable form:

25.2.1 an instrument requesting registration of this Deed on the title to the Dedication Land duly executed by the registered proprietor of the relevant land, and

25.2.2 the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration.

25.3 VBC and Poplars are to do such other things as are reasonably necessary to enable registration of this Deed to occur.

25.4 If, at the time this Deed is required to be registered, the Dedication Land has not yet been created as a separate Torrens Title lot, VBC and Poplars are to deliver instruments and consents under clause 25.2 to enable registration of this Deed on the Torrens Title lot containing the Dedication Land.

25.5 Upon the creation of the Dedication Land as a separate Torrens Title lot, the Parties are to do all such things as are reasonable necessary to remove any notation relating to this Deed from the title to any land that is not the Dedication Land.

25.6 Without limiting clause 25.5, 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:

25.6.1 in so far as the part of the Land concerned is a Final Lot,

25.6.2 in relation to any other part of the Land, once VBC and Poplars have completed their obligations under this Deed or this Deed is terminated or otherwise comes to an end for any other reason.

25.7 Upon registration, it is the intention of the Parties that this Deed shall bind the owner of land over which it is registered jointly as if that owner were also the Developer party required to dedicate that land under this Deed.

26 Restriction on dealings

26.1 VBC and Poplars are not to:

26.1.1 sell or transfer the Dedication Land, or

26.1.2 assign their rights or obligations under this Deed, or novate this Deed,

to any person unless VBC or Poplars (as the case may be) has, at no cost to the Council, first procured the execution by the person to whom the Dedication Land or part is to be sold or transferred or the VBC or Poplar's

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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.

26.2 Clause 26.1 does not apply in relation to any sale or transfer of the Dedication Land if this Deed is registered on the title to the land at the time of the sale.

Part 7 – Other Provisions

27 Review of Deed

27.1 The Parties agree to review this Deed every year, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.

27.2 For the purposes of clause 27.1, 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.

27.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 27.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.

27.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

27.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 27.1 (but not 27.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

28 Notices

28.1 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:

28.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or

28.1.2 emailed to that Party at its email address set out in the Summary Sheet.

28.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.

28.3 Any notice, consent, information, application or request is to be treated as given or made if it is:

28.3.1 delivered, when it is left at the relevant address,

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28.3.2 sent by post, 2 business days after it is posted, or

28.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

28.4 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.

29 Approvals and Consent

29.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.

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

30 Costs

30.1 The Parties are to pay their own 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.

31 Entire Deed

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

31.2 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.

32 Further Acts

32.1 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.

33 Governing Law and Jurisdiction

33.1 This Deed is governed by the law of New South Wales.

33.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

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33.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

34 Joint and Individual Liability and Benefits

34.1 Except as otherwise set out in this Deed:

34.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and

34.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

35 No Fetter

35.1 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.

36 Illegality

36.1 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.

37 Severability

37.1 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.

37.2 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.

38 Amendment

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

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39 Waiver

39.1 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.

39.2 A waiver by a Party is only effective if it:

39.2.1 is in writing,

39.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,

39.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,

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

39.3 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.

39.4 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.

39.5 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.

40 GST

40.1 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.

40.2 Subject to clause 40.4, 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.

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40.3 Clause 40.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.

40.4 No additional amount shall be payable by the Council under clause 40.2 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.

40.5 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:

40.5.1 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;

40.5.2 that any amounts payable by the Parties in accordance with clause 40.2 (as limited by clause 40.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

40.6 No payment of any amount pursuant to this clause 40, 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.

40.7 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.

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

41 Explanatory Note

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

41.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Planning Deed.

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Schedule 1

(Clause 9)

West and South Jerrabomberra Land

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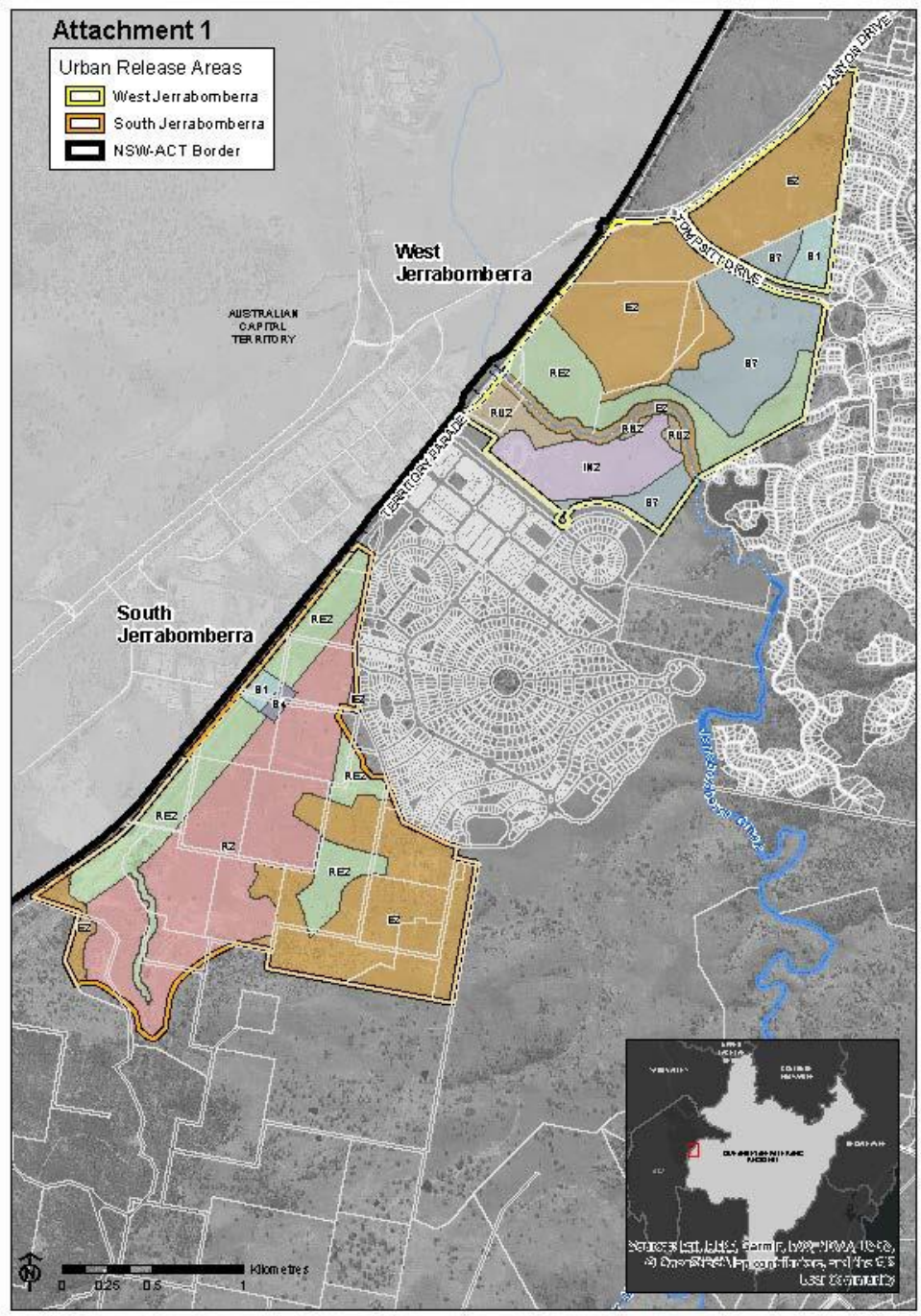
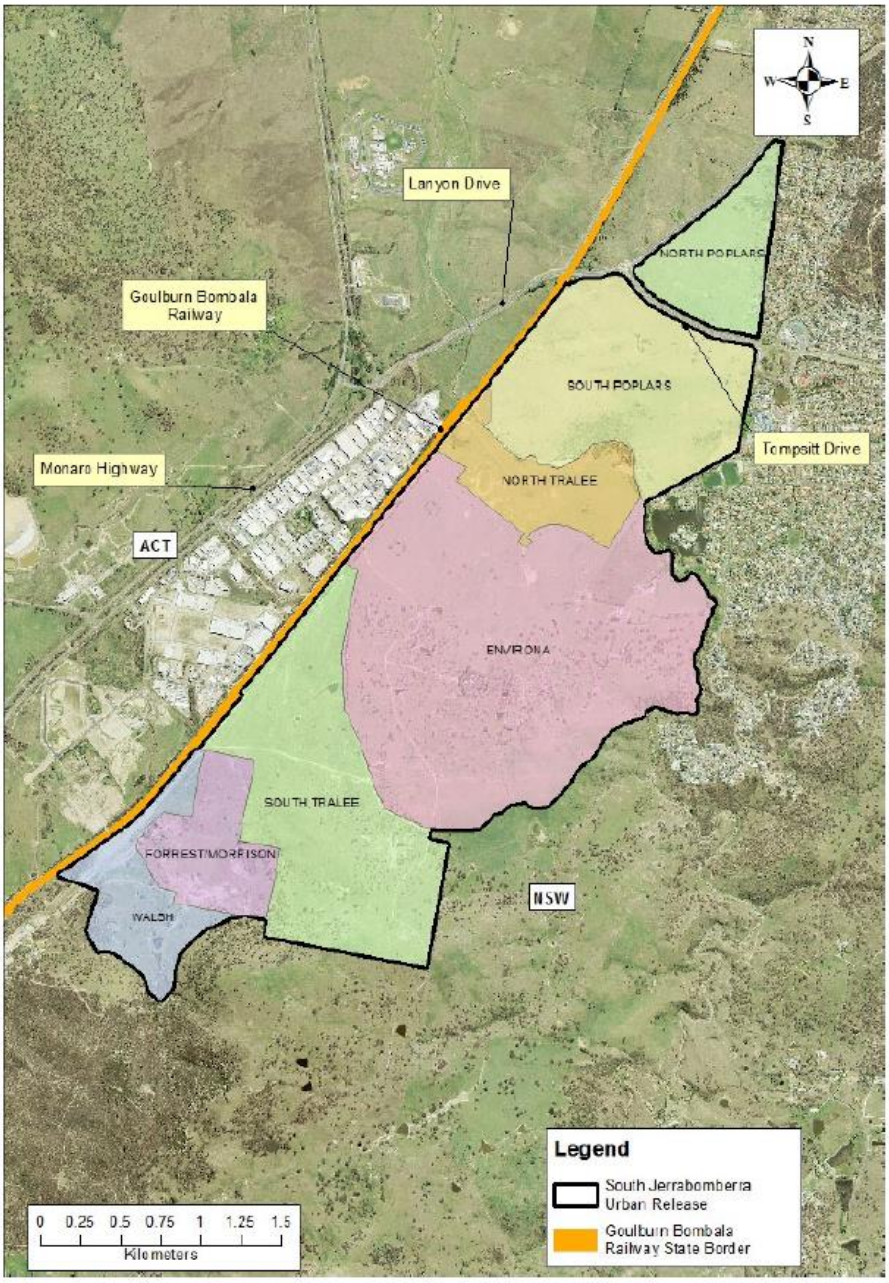


Schedule 2

(Clause 1)

Precinct Map



Schedule 3

(Clause 9)

Development Contributions

Column 1 Item	Column 2 Public Purpose	Column 3 Manner & Extent	Column 4 Timing	Column 5 Agreed Value
A. Poplars Contributions				
1. Dedication of land for Northern Entry Road and shared path in the approximate location identified as '1' on the Location Plan	Roads and traffic	Dedication of land for the part of the Northern Entry Road and shared path extending from Tompsitt Drive to Jerrabomberra Creek. The land to be dedicated is to be in the approximate location identified as '1' on the Location Plan,	Within 3 months (or such other time period as agreed between the Parties) after both the following occurring: • the Parties agreeing on the value of this Item, and • the creation of this Item as a separate Torrens Title lot.	Determined in accordance with clause 10

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			The precise area and location to be determined in accordance with clause 9.		
2.	Dedication of Innovation Hub Land	Public facilities	Dedication of 2ha of land in the approximate location identified as '2' on the Location Plan. The precise area and location to be determined in accordance with clause 9.	Within 3 months (or such other time period as agreed between the Parties) after both the following occurring: • the Parties agreeing on the value of this Item, and • the creation of this Item as a separate Torrens Title lot.	Determined in accordance with clause 10
3.	Dedication of Rail Intermodal Site Land	Rail transportation	Dedication of 3ha of land in the approximate location identified as '3' on the Location Plan. The precise area and location to be determined in accordance with clause 9.	Within 3 months (or such other time period as agreed between the Parties) after all the following occurring: • the Parties agreeing on the value of this Item, and • the creation of this Item as a separate Torrens Title lot, and • rezoning of the Rail Intermodal Site Land and adjoining land to a land use zone suitable for its intended purpose.	Determined in accordance with clause 10

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B. VBC Contributions

4.	Dedication Regional Sports Complex Land	Regional sporting complex	Dedication of 23ha of land in the approximate location identified as '4' on the Location Plan. The precise area and location to be determined in accordance with clause 9.	Within 3 months of all the following occurring: • the Parties agreeing on the value of this Item, and • the registration of a subdivision to create the Regional Sports Complex Land as a separate Torrens Title lot, and • the creation of this Item as a separate Torrens Title lot.	Determined in accordance with clause 10

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Schedule 4

(Clause 9)

Council Funded Works

Column 1 Item	Column 2 Manner & Extent	Column 3 Timing for completion
1. Northern Entry Road including associated intersections and services	a) The part of the Northern Entry Road between Tompsitt Drive and Jerrabomberra Creek (NER 3) in the approximate location identified as NER 3 on the Location Plan. This work includes: • shared paths along the length of that road, • services (as agreed between the Parties) along the length of that road, the detailed scope of which is specified in Schedule 6	Within 12 months of the date of the Council receives the State government grant funding referred to in clause 14
	b) Intersections along the Northern Entry Road at the approximate locations identified as '6' on the Location Plan, being the following points: • Tompsitt Drive (being the remaining fourth leg of the intersection at Tompsitt Drive), and	Subject to tender and the successful contract

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		• Poplars Business Park, and • the proposed school site proposed to be dedicated by VBC to the Minister for Planning under a separate planning agreement, the detailed scope of which is specified in Schedule 6	
		c) Intersection along the Northern Entry Road (NER 2) to access the Regional Sports Complex Land in the approximate location identified as '5' on the Location Plan (**RSC Intersection**) the detailed scope of which is specified in Schedule 6.	Subject to tender and the successful contract
		d) The following work in NER 2 and NER 2 from the proposed bridge at Jerrabomberra Creek to the RSC Intersection: • shared paths along the length of the road, and • services (as agreed between the Parties) including a second sewer rising main, telecommunications (including ICON comms), electrical conduits and water main along the length of that road, the detailed scope of which is specified in Schedule 6	Subject to tender and the successful contract
		e) Stage 1A of the High Voltage Electricity Infrastructure as described in Schedule 8	Subject to tender and the successful contract
2.	Trunk water, sewer and reticulated water infrastructure	a) Trunk water and sewer infrastructure to service the Development on the West Jerrabomberra Land	To be completed in conjunction with stage 2 of the Northern Entry Road

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at South Poplars and West Jerrabomberra		
	b) Reticulated water to service the Regional Sports Complex and adjacent land zoned IN2 light industrial .	Subject to tender and the successful contract

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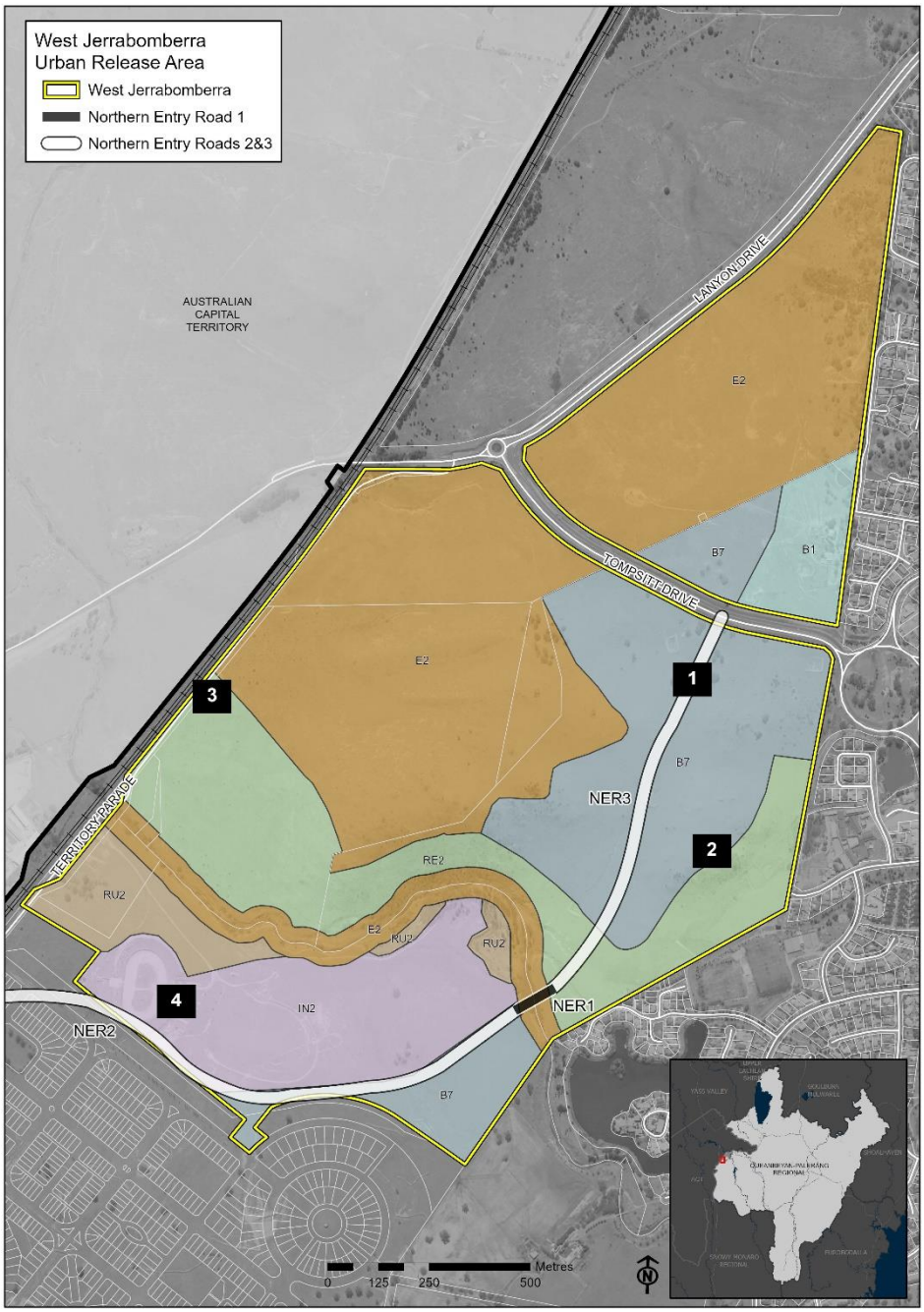
Schedule 5

(Clause 9)

Location Plan



Schedule 6

(Item 1 in Schedule 3)

Detailed Scope of Council Funded Work – NER3

Item	Description	Proposed Cost
		QPRC
		Grant Funding
	Grant expenditure Amount	**21,395,040**
	Available Construction Funds	**15,392,115**
OFF-SITE / OTHER WORKS		
1	**Electrical (Stage 1 HV Supply)**	
a	Stage 1A - External Works (Offtake from Substation to Estate)	$ 1,070,000
b	Stage 1A - Internal Works (Within the NER)	$ 750,000
c	Stage 1B - External Works (Offtake from Substation to Estate)	$ -
d	Stage 2	$ -
e	Stage 3	$ -
2	**ICON (External to NER3 works)**	**$ -**
a	Conduit works	$ 450,000
b	Cabling, draw wire & connections	$ -
3	**Roadworks**	**$ -**
a	RSC Intersection	$ 475,026
b	NER2 verge extension to accommodate additional services	$ 270,525
c	NER1 bridge modifications	$ -
4	**Water**	**$ -**
a	Local watermain (300dia) - Bridge to Nth Tralee (300m)	$ -
b	Local watermain (300dia) - Nth Tralee to RSC (650m)	$ -
5	**Paths**	

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a	Bridge to RSC (950m)	$	178,369
6	**Sewer**	**$**	**-**
a	Sewer Pump Station - Regional Sports and North Tralee	$	-
b	Rising Mains SPS to NER3	$	-
c	Venting and Chemical Dosing (estimate TBC)	$	-
	SUB - TOTAL	**$**	**3,193,920**
	BALANCE UNALLOCATED		
ON-SITE WORKS			
1	**NER Stage 3 Roadworks**		
a	Tompsitt Drive Intersection up to Bridge (less water, sewer, ICON, stormwater, paths and school stub road & intersection)	$	5,568,251
	G36,G10,G38,G1,G2,G4,G7	$	2,151,239
b	School Access Stub Road & Intersection	$	429,840
2	**Paths**		
a-1	NER3 standard 2.5m paths (excluding Tompsitt Dr northern verge)	$	604,315
a-2	NER3 extra over path width >2.5m	$	-
b	Tompsitt Drive - Northern verge	$	50,066
c	Extra over colour treatment, saw cuts & concrete pavers	$	-
d	Tactile indicators	$	57,094
3	**Water**		
a	Local watermain (300 dia) - Jerra connection to business park Int.	$	-
b	Local watermain (300 dia) - Business park Int. to bridge	$	-
c	Bulk supply main - 225 dia	$	-
4	**Sewer**		
a	Gravity trunk sewer 375 dia - Rising main to Jerra connection	$	-
b	Local sewer 225 dia - Ridgeline to Tompsitt Dr plus ties (153m)	$	-
c	Local sewer 225 dia - Ridgeline Innovation Hub to School (260m)	$	-

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d	Local sewer 225 dia - Innovation Hub to School (190m)	$	-
e	Local sewer 225 dia - School to Bayside pump station (424m)	$	-
f	Rising Mains (180 & 250 dia)	$	-
g	Vent stacks & associated works	$	-
5	**Stormwater**		
a	Increase in SW size to service Business Park without on-site retention	$	57,365
b	Change overland flow to piped flow	$	1,258,057
6	**ICON**		
a	Conduits & Pits thru NER3	$	212,000
7	**GAS**		
a	Gas relocation within Tompsitt Drive Southern verge	$	100,000
b	Early Works Gas	$	600,000
	SUB - TOTAL	***$***	***11,088,227***
	Extra Over Cost to change sodium streetlights to LED streetlights due to Essential Energy standards update	$	85,000
	Sewer Bayside Pump Station Upgrade (PS)	$	75,000
	Parking Bays School Access Road (PS)	$	85,968
	Potholing of Existing Services - Tompsitt Drive / Jerra Circle (PS)	$	30,000
	Omissions / Miss-measure of Tender BOQ	$	-
	Tompsitt Drive Northern Verge Path Retaining Wall	$	65,000
	Extra Over Cost - Sewer Revised Qtys	$	19,000
	Cost Saving in Excavation and Backfill for Sewers	$	-
	Cost Saving for deduction of Venting (PS) in response to allocation for Dosing at Item "Off Site / Other Works - 6C"	$	-
	SUB - TOTAL	***$***	***359,968***
	BALANCE UNALLOCATED		
ALTERNATIVE WORKS / WORKS NOT INCL. IN NER3 TENDER			
1	**Smart soaker watering pits**	**$**	**-**

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a	Pits and subsoil pipe system	$	-
2	**Retaining Walls thru cutting**	**$**	**-**
a	Concrete retaining wall	$	-
b	Stepped batters topsoiling	$	-
3	**Extra over for Environa watermain (375dia in lieu of 225dia)***	**$**	**-**
a1	Extra over 225 watermain to supply and lay 375 - 840m from ICON Offtake to Jerra Circle(1st Bend)	$	-
a2	Extra over 225 watermain to supply and lay 375 - 1460m from Jerra Circle to South of the Bridge	$	-
b	Extra over fittings (PS)	$	-
c	Extra over trenching cost (PS)	$	-
4	**Tree grates**	**$**	**-**
5	**Banner Poles**	**$**	**-**
6	**Streetlighting**	**$**	**-**
a	Extra Over Cost - Multipole light poles up to Business Park Intersection	$	-
b	Switchboard, controls and separate energy meter	$	-
c	Tree uplighting	$	-
7	**Noise Mitigation Measures**	**$**	**-**
a	Extra over for SMA wearing course	$	100,000
b	Higher noise wall	$	500,000
c	On-block treatments (A/C units) for 5 houses	$	150,000
	SUB - TOTAL	***$***	***750,000***
	BALANCE UNALLOCATED		***1,604,960***

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Schedule 7

(Item 2 in Schedule 3)

Detailed Scope of Council Funded Work –Trunk water, sewer and reticulated water infrastructure

Item	Description	Proposed Cost	
		QPRC	
		Water	Sewer
	Grant expenditure Amount	**2,577,736**	**1,961,892**
	Available Construction Funds	**1,854,486**	**1,411,433**
OFF-SITE / OTHER WORKS			
1	**Electrical (Stage 1 HV Supply)**		
a	Stage 1A - External Works (Offtake from Substation to Estate)	$ -	$ -
b	Stage 1A - Internal Works (Within the NER)	$ -	$ -
c	Stage 1B - External Works (Offtake from Substation to Estate)	$ -	$ -
d	Stage 2	$ -	$ -
e	Stage 3	$ -	$ -
2	**ICON (External to NER3 works)**	**$ -**	**$ -**
a	Conduit works	$ -	$ -
b	Cabling, draw wire & connections	$ -	$ -
3	**Roadworks**	**$ -**	**$ -**
a	RSC Intersection	$ -	$ -
b	NER2 verge extension to accommodate additional services	$ 270,525	$ 270,525
c	NER1 bridge modifications	$ 60,000	$ 60,000
4	**Water**	**$ -**	**$ -**
a	Local watermain (300dia) - Bridge to Nth Tralee (300m)	$ 126,000	$ -
b	Local watermain (300dia) - Nth Tralee to RSC (650m)	$ 185,000	$ -

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5	**Paths**		
a	Bridge to RSC (950m)	$ -	$ -
6	**Sewer**	**$ -**	**$ -**
a	Sewer Pump Station - Regional Sports and North Tralee	$ -	$ -
b	Rising Mains SPS to NER3	$ -	$ -
c	Venting and Chemical Dosing (estimate TBC)	$ -	$ -
	SUB - TOTAL	***$ 641,525***	***$ 330,525***
	BALANCE UNALLOCATED		
ON-SITE WORKS			
1	**NER Stage 3 Roadworks**		
a	Tompsitt Drive Intersection up to Bridge (less water, sewer, ICON, stormwater, paths and school stub road & intersection)	$ -	$ -
	G36,G10,G38,G1,G2,G4,G7	$ 554,107	$ 554,107
b	School Access Stub Road & Intersection	$ -	$ -
2	**Paths**		
a-1	NER3 standard 2.5m paths (excluding Tompsitt Dr northern verge)	$ -	$ -
a-2	NER3 extra over path width >2.5m	$ -	$ -
b	Tompsitt Drive - Northern verge	$ -	$ -
c	Extra over colour treatment, saw cuts & concrete pavers	$ -	$ -
d	Tactile indicators	$ -	$ -
3	**Water**		
a	Local watermain (300 dia) - Jerra connection to business park Int.	$ 380,955	$ -
b	Local watermain (300 dia) - Business park Int. to bridge	$ 277,899	$ -
c	Bulk supply main - 225 dia	$ -	$ -
4	**Sewer**		

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a	Gravity trunk sewer 375 dia - Rising main to Jerra connection	$ -	$ 205,785
b	Local sewer 225 dia - Ridgeline to Tompsitt Dr plus ties (153m)	$ -	$ 56,191
c	Local sewer 225 dia - Ridgeline Innovation Hub to School (260m)	$ -	$ 67,945
d	Local sewer 225 dia - Innovation Hub to School (190m)	$ -	$ 42,294
e	Local sewer 225 dia - School to Bayside pump station (424m)	$ -	$ 154,587
f	Rising Mains (180 & 250 dia)	$ -	$ -
g	Vent stacks & associated works	$ -	$ -
5	**Stormwater**		
a	Increase in SW size to service Business Park without on-site retention	$ -	$ -
b	Change overland flow to piped flow	$ -	$ -
6	**ICON**		
a	Conduits & Pits thru NER3	$ -	$ -
7	**GAS**		
a	Gas relocation within Tompsitt Drive Southern verge	$ -	$ -
b	Early Works Gas	$ -	$ -
	SUB - TOTAL	***$ 1,212,961***	***$ 1,080,908***
	Extra Over Cost to change sodium streetlights to LED streetlights due to Essential Energy standards update	$ -	$ -
	Sewer Bayside Pump Station Upgrade (PS)	$ -	$ -
	Parking Bays School Access Road (PS)	$ -	$ -
	Potholing of Existing Services - Tompsitt Drive / Jerra Circle (PS)	$ -	$ -
	Omissions / Miss-measure of Tender BOQ	$ -	$ -
	Tompsitt Drive Northern Verge Path Retaining Wall	$ -	$ -

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	Extra Over Cost - Sewer Revised Qtys	$ -	$ -
	Cost Saving in Excavation and Backfill for Sewers	$ -	$ -
	Cost Saving for deduction of Venting (PS) in response to allocation for Dosing at Item "Off Site / Other Works - 6C"	$ -	$ -
	SUB - TOTAL	***$ -***	***$ -***
	BALANCE UNALLOCATED		
ALTERNATIVE WORKS / WORKS NOT INCL. IN NER3 TENDER			
1	**Smart soaker watering pits**	**$ -**	**$ -**
a	Pits and subsoil pipe system	$ -	$ -
2	**Retaining Walls thru cutting**	**$ -**	**$ -**
a	Concrete retaining wall	$ -	$ -
b	Stepped batters topsoiling	$ -	$ -
3	**Extra over for Environa watermain (375dia in lieu of 225dia)***	**$ -**	**$ -**
a1	Extra over 225 watermain to supply and lay 375 - 840m from ICON Offtake to Jerra Circle(1st Bend)	$ -	$ -
a2	Extra over 225 watermain to supply and lay 375 - 1460m from Jerra Circle to South of the Bridge	$ -	$ -
b	Extra over fittings (PS)	$ -	$ -
c	Extra over trenching cost (PS)	$ -	$ -
4	**Tree grates**	**$ -**	**$ -**
5	**Banner Poles**	**$ -**	**$ -**
6	**Streetlighting**	**$ -**	**$ -**
a	Extra Over Cost - Multipole light poles up to Business Park Intersection	$ -	$ -
b	Switchboard, controls and separate energy meter	$ -	$ -
c	Tree uplighting	$ -	$ -

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		$ -	$ -
7	**Noise Mitigation Measures**	**$ -**	**$ -**
a	Extra over for SMA wearing course	$ -	$ -
b	Higher noise wall	$ -	$ -
c	On-block treatments (A/C units) for 5 houses	$ -	$ -
	SUB - TOTAL	***$*** **-**	***$*** **-**
	BALANCE UNALLOCATED		

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Schedule 8

(Part 3)

Staging of High Voltage Electricity

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Stage	**Scope of Infrastructure**	**Party responsible for costs and allocation of total costs**	**Party responsible for construction**	**Capacity generated**	**Timing for completion**	**Enabled development**	**Capacity allocation during Peak Period and Off Peak Period**
1A	Construction and installation of all conduits to be used for all HV Stages together with such electricity cables as are necessary to supply 2MVA of	Council – 100% (see Council Funded Works Item 1(e))	The part of Stage within NER 3 - Council The part of Stage 1A within NER 1 and NER 2 - VBC	2MVA	By the time Council Funded Works Item 1 (NER 3) is completed	Regional Sports Centre	Daytime: [0.2]MVA Evening: [1.10] MVA
						200 residential dwellings in South Jerrabomberra	Daytime: [0.3]MVA Evening: [0.6] MVA

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	high voltage electricity from Tomspitt Drive to the Poplars Land, North Tralee Land and South Jerrabomberra Land					Approximately 30% of business park in South Poplars	Daytime: [0.83]MVA Evening: [0.22] MVA
						Sewage pumping station	Daytime: [0.05]MVA Evening: [0.05] MVA
						School	Daytime: [0.60]MVA Evening: [0] MVA

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Execution

Executed as a Deed

Dated:

Executed on behalf of the Council in accordance with Council resolution .....

_____	_____
General Manager	**Witness**
_____	**----------**
Mayor	**Witness**

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

_____

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Name/Position

_____

Name/Position

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

_____

Name/Position

_____

Name/Position

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Appendix

(Clause 41)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

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Draft Planning Agreement

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

Parties

Queanbeyan-Palerang Regional Council ABN 95 933 070 982 of 256 Crawford Street, Queanbeyan NSW 2620 (**Council**)

Poplars Developments Pty Ltd ACN 128 465 887 of Level 1, 26 Bougainville Street, Manuka ACT 2603 (**Poplars**)

The Village Building Co. Limited ACN 056 509 025 of Argyle Corner 92 Hoskins Street, Mitchell ACT 2911 (**VBC**)

Description of the Land to which the Draft Planning Agreement Applies

This draft planning agreement applies to the South Jerrabomberra Land and the West Jerrabomberra Land as shown in Schedule 1.

Description of Proposed Development

This draft planning agreement applies to development, within the meaning of the Act, of the South Jerrabomberra Land for residential purposes of approximately 1,500 dwellings as approved by Development Consent and the West Jerrabomberra Land for retail, business, light industrial, educational and recreational purposes as approved by Development Consent.

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

Objectives of Draft Planning Agreement

The objective of the Draft Planning Agreement is to provide for the dedication by VBC and Poplars of land for the purposes of the part of the Northern Entry Road from Tompsitt Drive to Jerrabomberra Creek, the Innovation Hub, the Regional Sports Complex and the Rail Intermodal Site.

The agreement also provides for the Council to carry out, or procure the carrying out of the Northern Entry Road including shared paths, intersections and services, intersection works to access the Regional Sports Complex, and trunk water, sewer and reticulated water infrastructure to service West Jerrabomberra and the Regional Sports Complex and adjacent land zoned for light industrial purposes using a combination of specified Council funds and State government grant funds, with additional contributions to be made by VBC and Poplars to the extent that funding is insufficient.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the *Environmental Planning and Assessment Act 1979.*

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- relates to the carrying out by VBC and Poplars of Development on the West Jerrabomberra Land and South Jerrabomberra Land,
- excludes the application of s7.11 and 7.12 of the Act to the Development only to the extent that those sections require a contribution to be paid by VBC in respect of sports fields 1 & 2 , the embellishment of those sports fields or any item which replaces those items in the Council's contributions plan
- does not exclude the application of s7.24 of the Act to the Development,
- requires the dedication of land by VBC and Poplars,
- requires the carrying out of infrastructure and services work by the Council,
- is to be registered on the title to the land to be dedicated,
- imposes restrictions on the Parties assigning an interest under the agreement and VBC and Poplars from transferring the land,
- 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.

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Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- provides and co-ordinates the provision of public infrastructure and facilities in connection with the Development,
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

How the Draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s1.3(b), (c) and (j) 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 Elements of the Principles for Local Government (formerly the Council's charter) in the Local Government Act 1993

The Draft Planning Agreement promotes a number of elements of the Principles for local government in Chapter 3 of the *Local Government Act 1993* (NSW) (formerly the Council's charter under section 8 of the *Local Government Act 1993* (NSW)).

The Draft Planning Agreement which requires the dedication of land for public infrastructure and public purposes promotes the following principles:

- the management of 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,
- actively engaging with their local communities, through the use of the integrated planning and reporting framework and other measures.

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

[**Drafting Note**: To be completed]

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

No.

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