

Voluntary Planning Agreement

[Date]

City of Parramatta Council
ABN 49 907 174 773

Loura Petroleum Pty Ltd
ACN 162 452 075

George Lantouris

CN Marion Pty Ltd
ACN 608 474 488

Helen Ligonis

Vivian Groutsis

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Schedule 1 Public Access and Easement Terms

Schedule 2 Summary of requirements (section 7.4)

Annexure A Public Access and Easement area

DRAFT

Agreement

Date

Parties

First party

Name City of Parramatta Council (**Council**)
ABN 49 907 174 773
Contact Manager, Land Use Planning
Telephone (02) 9806 5050

Second party

Name Laura Petroleum Pty Ltd (**Loura**)
ACN 162 452 075
Contact Sanjeev Loura
Telephone # 0423303439

Third party

Name George Lantouris (**Lantouris**)
Contact George Lantouris
Telephone 0403007316

Fourth party

Name CN Marion Pty Ltd (**CN Marion**)
ACN 608 474 488
Contact Nedale Hamdan
Telephone 0400421821

Fifth party

Name Helen Ligonis (**Ligonis**)
Contact Helen Ligonis
Telephone 0413 884 662

Sixth party

Name Vivian Groutsis (**Groutsis**)
Contact Theo Groutsis
Telephone 0412 249 391

(together, **the Landowner**)

Background

- A. On 11 May 2017, a Planning Proposal was lodged with Council on behalf of the Landowner.
- B. On 11 December 2017, Council resolved as follows in relation to the Planning Proposal:
- a. That Council reaffirm its position from pre administration and that Marion Street precinct (east of High Street) should have a maximum incentive FSR of 6:1 FSR with no height control in line with draft City Centre Planning Proposal as adopted by the Parramatta City Council in April 2016. This is exclusive of incentives for design excellence and incentives for high performing buildings.
 - b. That the Department of Planning be advised that this is Council's current position for the CBD PP in terms of informing their Gateway Assessment.
 - c. That Council use the two independent heritage assessments provided by the applicant and not spend the \$20,000 to complete similar work.
 - d. That given the compromised heritage and inaccuracies in the mapping, that no heritage conservation zone be considered in the Marion Street precinct.
 - e. Further, that Council officers finalise the assessment of the site-specific planning proposal and send to the State Government for Gateway Assessment in line with the above, that is:
 - i. maximum 6:1 FSR, excluding incentives for Design Excellence and high performing buildings
 - ii. no heritage conservation zone
 - iii. heritage items within and adjacent to the proposed development site (i.e. 37 Marion Street within the site and 29 and 31 Marion Street outside the site) are delisted in accordance with the two heritage reports provided by the applicant noting inaccuracies in listing, compromised heritage fabric and overall context of the sites location near the train station and within the area of the CBD planning framework.
- C. In February 2018, the Landowner lodged a revised Planning Proposal with Council in accordance with its resolution of 17 December 2017. The revised Planning Proposal seeks to:
- a. amend the maximum building height control from 12 metres to no height limit;
 - b. increase the maximum floor space ratio (FSR) control from 2:1 to 6:1, excluding incentives for design excellence and high performing buildings; and
 - c. delist heritage items at 37 Marion Street (I731), 31 Marion Street (I730) and 29 Marion Street (I729) from Schedule 5 Environmental Heritage of the LEP.
- D. On 23 July 2018, the Planning Proposal received Gateway Determination from the Department of Planning and Environment.
- E. The Landowner has offered to enter into this agreement in connection with the Planning Proposal, to make Monetary Contributions for public purposes associated with the Planning Proposal, and to provide an easement for public access over the Easement Land.

Operative part

1 Definitions

In this agreement, unless the context indicates a contrary intention:

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

Address means a party's address set out in clause 15 of this agreement;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Bank Guarantee means an irrevocable and unconditional undertaking that is not limited in time and does not expire by one of the following trading banks:

- (a) Australian and New Zealand Banking Group Limited,
- (b) Commonwealth Bank of Australia,
- (c) Macquarie Bank,
- (d) National Australia Bank,
- (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;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

CI Rate is \$150 per square metre or the dollar per square metre rate determined by any Community Infrastructure Policy adopted by Council as at the time of execution of this agreement, whichever is the greater;

Claim means any claim, loss, liability, damage, proceedings, order, judgment or expense arising out of the operation of this agreement;

Construction Certificate means a construction certificate as defined under section 6.4 of the Act;

Contributions Plan has the same meaning as under the Act;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

Development means the future development of the Land as anticipated by the Planning Proposal for a high density mixed use development consisting of residential and commercial uses;

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Easement Land means that part of the Land to be subject to the Public Easement as shown in Annexure A;

Easement Terms means the terms of the Public Easement in Schedule 1;

Fax Number means a party's facsimile number set out in clause 15 of this agreement;

GFA means gross floor area, as defined in the LEP;

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

Insolvent means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (g) an execution or analogous process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable.

Instrument Change means the amendments to the LEP in response to the Planning Proposal and associated Gateway determination dated 23 July 2018 (as subsequently altered);

Land means Lot 10, Section 1, DP 976, Lot 11 Section 1, DP 976, Lot 12 Section 1, DP 976, Lot 13 Section 1, DP 976, Lot 14 DP 182289, Lot 1 DP 747666 and Lot A DP 349279, known as 33-43 Marion Street, Parramatta;

Landowner means Loura, Lantouris, CN Marion, Ligonis and Groutsis, jointly and severally;

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

LEP means the *Parramatta Local Environmental Plan 2011*;

Modification Application means any application to modify the Development Consent under section 4.55 of the Act;

Monetary Contribution means the monetary contribution payable by the Landowner under clause 6 of this agreement;

Non-Residential GFA means the total GFA approved as part of the Development for any purposes other than Residential Accommodation;

Occupation Certificate means an occupation certificate as defined under section 6.4 of the Act and includes a partial Occupation Certificate;

Planning Proposal means planning proposal PP_2018_COPAR_001_00 subject to Gateway determination dated 23 July 2018 (as subsequently altered) which seeks to amend the LEP by:

- a. amending the maximum building height control for the Land from 12 metres to no height limit;
- b. increasing the maximum floor space ratio (FSR) control for the Land from 2:1 to 6:1, excluding incentives for design excellence and high performing buildings; and
- c. delisting heritage items at 37 Marion Street (I731), 31 Marion Street (I730) and 29 Marion Street (I729) from Schedule 5 Environmental Heritage of the LEP.

Public Easement means the easement for public access to be provided over the Easement Land on the terms set out in Schedule 1 (with necessary amendments to defined terms made for the purposes of registration);

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

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

Related Body Corporate has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth); and

Residential Accommodation has the same meaning as in the LEP except that it does not include boarding houses and affordable housing (as defined in the LEP).

2 Interpretation

In this agreement, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(president, CEO, general manager or managing director)** the president, CEO, general manager or managing director of a body or Authority includes any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;

- (h) (**including**) including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) (**corresponding meanings**) a word that is derived from a defined word has a corresponding meaning;
- (j) (**singular**) the singular includes the plural and vice-versa;
- (k) (**gender**) words importing one gender include all other genders;
- (l) (**parts**) a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) (**rules of construction**) neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) (**legislation**) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) (**time and date**) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (p) (**joint and several**) an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (q) (**writing**) a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) (**replacement bodies**) a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) (**Australian currency**) a reference to dollars or \$ is to Australian currency;
- (t) (**month**) a reference to a month is a reference to a calendar month; and
- (u) (**year**) a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

- (a) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 2 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

4 Application of this agreement

This agreement applies to the:

- (a) Instrument Change;
- (b) Development; and
- (c) Land.

5 Operation of this agreement

- (a) This agreement commences on and from the date it is executed by all parties.
- (b) For the avoidance of doubt, the obligations under clause 6 of this agreement do not operate unless the Instrument Change is made.

6 Contributions to be made under this agreement

6.1 Monetary Contribution

- (a) The Landowner will pay to Council a Monetary Contribution calculated in accordance with this clause (**Monetary Contribution**).
- (b) If the Non-Residential GFA is less than or equal to 4,735sqm, the Monetary Contribution payable under this clause is to be calculated in accordance with the following formula:

$$\text{Monetary Contribution} = \text{CI Rate} \times 9,468$$

- (c) If the Non-Residential GFA is greater than 4,735sqm, the Monetary Contribution payable under this clause is to be calculated in accordance with the following formula:

$$\text{Monetary Contribution} = \text{CI Rate} \times \text{Residential Uplift GFA}$$

where:

$$\text{Residential Uplift GFA} = 9,468 - (\text{Non-Residential GFA} - 4,735\text{sqm})$$

- (d) The Monetary Contribution payable under this clause is to be adjusted in accordance with CPI on the basis of the following formula:

$$\text{Monetary Contribution (\$)} \quad \times \quad \frac{\text{The CPI at the time of payment}}{\text{The CPI at the date of this agreement}}$$

- (e) The Monetary Contribution must be paid to Council in instalments as follows:
 - (i) 75% of the Monetary Contribution prior to the issue of a Construction Certificate for the Development; and
 - (ii) 25% of the Monetary Contribution prior to the issue of an Occupation Certificate for the Development.
- (f) The Landowner is not required to pay the first instalment of the Monetary Contribution specified in clause 6.1(e)(i) if the Landowner provides to the Council a Bank Guarantee in accordance with clause 11.2 as security for those payments, in which case the Landowner must pay the full amount of the Monetary Contribution prior to the issue of an Occupation Certificate for the Development.
- (g) The Monetary Contribution must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (h) The Monetary Contribution will be taken to have been made when the Council notifies the Landowner in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.
- (i) The parties agree and acknowledge that the Monetary Contribution will be used by the Council towards public domain improvement works within the Parramatta CBD.

6.2 Public Access and Easements

- (a) The Landowner will, at no cost to Council, register the Public Easement against the

relevant title to the Land.

- (b) The obligation to register the Public Easement required by clause 6.2(a) will be taken to have been satisfied when a copy of a Certificate of Title issued by NSW Land Registry Services showing the Public Easement burdening the relevant Land is provided to Council.
- (c) The Public Easement required by clause 6.2(a) must be registered on the relevant title of the Land prior to the issue of the first Occupation Certificate for the Development or any part of the Development.
- (d) The parties agree and acknowledge that the Public Easement required by clause 6.2(a) will serve the public purpose of enhancing accessibility within the Parramatta CBD and public transport facilities.
- (e) The Landowner acknowledges and agrees that:
 - (i) no buildings or structures are to be erected on the Easement Land, other than structures approved by Council (acting reasonably) for the purposes of enhancing or embellishing the public domain area on the Easement Land and other than temporary structures during construction of the Development;
 - (ii) Council may require, under any Development Consent, works to construct a public domain area, erect structures or enhance the Easement Land to meet Council's reasonable standards and specifications for public domain areas;
 - (iii) the Landowner will not object to a requirement to carry out works in accordance with clause 6.2(e)(ii), or appeal the imposition of any condition of Development Consent requiring those works; and
 - (iv) the obligations under this clause 6.2 are relevant considerations for the Council or any other consent authority when determining a Development Application or Modification Application relating to the Land and that a failure to comply with those obligations or any inconsistency with the requirements in those clauses may constitute a reason for refusal of such a Development Application or Modification Application.

7 Application of sections 7.11, 7.12 and 7.24 of the Act

- (a) This agreement does not exclude the application of sections 7.11, 7.12 and 7.24 of the Act to the Development.
- (b) The benefits under this agreement are not to be taken into consideration in determining a development contribution under section 7.11 of the Act.

8 Registration of this agreement

8.1 *Landowner Interest*

The Landowner represents and warrants to the Council that on the date of this agreement it is the registered proprietor of the Land.

8.2 *Registration of this agreement*

- (a) Prior to the Minister for Planning or the Minister for Planning's delegate making the Instrument Change, the Landowner agrees to procure the registration of this agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.
- (b) The Landowner, at its own expense, must:
 - (i) procure the consent of each other person who has an estate or interest in the land registered under the *Real Property Act 1900* (NSW) to the registration of this

agreement;

- (ii) execute any documents and procure the execution of any documents from third parties and arrange for the production of any certificates of title to enable the registration of this agreement;
- (iii) procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement is executed, but no later than 20 Business Days after that date;
- (iv) procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration; and
- (v) provide documentary evidence that the registration of this agreement has been completed to Council within 15 Business Days of receiving confirmation that the registration has occurred.

8.3 *Removal from Register*

Council must do all things necessary to allow the Landowner to remove the registration of this agreement from the relevant folios of the Register provided that:

- (a) the Landowner has paid the Monetary Contribution in full and has registered the Public Easement; or
- (b) the Planning Proposal is refused by the Minister for Planning or their delegate and the Council is satisfied, acting reasonably, that the Instrument Change will not occur.

8.4 *Caveat*

- (a) The Landowner acknowledges and agrees that:
 - (i) when this agreement is executed, the Council is deemed to have acquired and the Landowner is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest; and
 - (ii) it will not object to the Council lodging a caveat in the relevant folios of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) The Council must, at the Landowner's cost, register a withdrawal of any caveat in respect of the Land within five Business Days after the Landowner complies with clause 8.2 and must not lodge any other caveats on any of the titles of the Land.

9 **Review of this agreement**

9.1 *Review by agreement*

- (a) This agreement may be reviewed or modified by agreement between the parties using their best endeavours and acting in good faith.
- (b) For the purposes of clause 9.1 of this agreement and subject to clause 9.2, no modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- (c) For the purposes of clause 9.1 of this agreement and subject to clause 9.2, 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.

9.2 Change to Development Contributions

- (a) The parties acknowledge that as at the date of this agreement:
- (i) Council is proposing to amend the LEP to address the provision of community infrastructure within the Parramatta CBD and to adopt an accompanying Infrastructure Strategy and Development Guideline;
 - (ii) the Monetary Contribution for this agreement has been calculated on the basis of a monetary rate per square metre of land (**Community Infrastructure Rate**), being a percentage of land value uplift (as defined in the Council's Planning Agreements Policy); and
 - (iii) the Community Infrastructure Rate is being applied by Council at the date of this agreement, but may change when the planning proposal for the Parramatta CBD is finalised.
- (b) If, at the time the first instalment of the Monetary Contribution becomes payable (**Payment Date**):
- (i) the Community Infrastructure Rate adopted by Council is less than the lowest rate that can be applied under this agreement (being \$150 per square metre); and
 - (ii) as a consequence of the reduction of the Community Infrastructure Rate, Council amends the Development Contributions Plan, or adopts a new Development Contributions Plan that applies to the Land, so that the Development Contributions payable for the Development are higher, per square metre or other basis of measurement used to determine the quantum of contributions, than they would otherwise have been as at the date of this agreement;
- then, within 20 Business Days of either party making a request for review, the Council and the Developer must meet to review this agreement in accordance with the principles in clause 9.2(c) and using their best endeavours and in good faith.
- (c) If a review of this agreement is carried out under clause 9.2(b) the parties must consider during that review process, the quantum of Monetary Contribution payable by the Developer to the Council under this agreement and a reduction of the Monetary Contribution by an amount equivalent to the difference between:
- (i) the Development Contributions calculated as at the date of this agreement, indexed in accordance with increases in CPI from the date of this agreement to the Payment Date; and
 - (ii) the Development Contributions calculated as at the Payment Date.
- (d) Any agreement reached during a review under this clause 9.2 will not constitute an amendment to this agreement until the amendment has been:
- (i) confirmed in writing as a proposed amendment to this agreement;
 - (ii) publicly notified in accordance with the Regulation;
 - (iii) approved by Council after consideration of any public submissions; and
 - (iv) signed by the parties.
- (e) A failure by a party to agree to participate in a review under this clause 9.2 is taken to be a dispute for the purposes of clause 10.
- (f) If the parties cannot agree to the terms of any amendment to this agreement following a review under clause 9.2, either party may refer the matter to dispute resolution under clause 10.

- (g) Nothing in this clause 9.2:
 - (i) affects the obligation of the Developer under the Act to pay contributions in accordance with section 7.11 or section 7.12 of the Act; or
 - (ii) requires the Council to pay any money to the Developer or to refund to the Developer or any other entity, any amount paid to it under this agreement or for any other purpose.

10 Dispute Resolution

10.1 Reference to Dispute

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

10.2 Notice of Dispute

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

- (a) the nature of the dispute;
- (b) the alleged basis of the dispute; and
- (c) the position which the party issuing the Notice of Dispute believes is correct.

10.3 Representatives of Parties to Meet

- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting;
 - (ii) agree that further material or expert determination in accordance with clause 10.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

10.4 Further Notice if Not Settled

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 10.5 or by expert determination under clause 10.6.

10.5 Mediation

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) the parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;

- (c) The mediator appointed pursuant to this clause 10.5 must:
 - (i) have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) the mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) the parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) in relation to costs and expenses:
 - (i) each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) the costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

10.6 *Expert determination*

If the dispute is not resolved under clause 10.3 or clause 10.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) the dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by the parties; and
 - (ii) in the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) the expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) the determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
 - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation;
 - (ii) the determination is in respect of, or relates to, termination or purported termination of

this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal; or

- (iii) there is fraud or misfeasance by the expert.

10.7 *Litigation*

If the dispute is not resolved within 100 Business Days after Determination Notice is given under this clause 10 then any party which has complied with the provisions of this clause 10 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

10.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 10.1, the referral to or undertaking of a dispute resolution process under this clause 10 does not suspend the parties' obligations under this agreement.

10.9 *Not use information*

- (a) The parties acknowledge the purpose of any exchange of information, documents, or the making of any offer of settlement under this clause 10 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 10 for any purpose other than in an attempt to settle the dispute.
- (b) Any information exchanged during a dispute under this clause 10 is taken to be on exchanged on a 'without prejudice' basis except to the extent it is used in relation to that dispute under this clause 10.

11 **Enforcement**

11.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 10 of this agreement.

11.2 *Bank Guarantee*

- (a) If the Landowner elects to provide a Bank Guarantee instead of paying instalments of the Monetary Contribution as set out in clause 6.1(e), the Landowner must provide to the Council a Bank Guarantee in an amount equivalent to the Monetary Contribution payable prior to the issue of a Construction Certificate for the Development in accordance with clause 6.1(e)(i).
- (b) The Council may reject any Bank Guarantee that contains errors, or if it has received the Bank Guarantee, require at any time the Landowner to obtain a replacement Bank Guarantee that rectifies any such errors or otherwise obtain rectification of the errors. The Landowner must provide the replacement Bank Guarantee, or otherwise obtain rectification

of the errors, within five Business Days of receiving the Council's request.

- (c) The Council may call on a Bank Guarantee provided under this clause if:
 - (i) the Landowner is in material or substantial breach of this agreement and have failed to rectify the breach within a reasonable period of time after having been given reasonable notice (which must not be less than 21 Business Days) in writing to do so in accordance with clause 11.1 of this agreement; or
 - (ii) the Landowner becomes Insolvent.
- (d) Within 20 Business Days of each anniversary of a Bank Guarantee provided under clause 11.2(a), the Landowner must provide Council with one or more replacement Bank Guarantees (**Replacement Bank Guarantee**) in an amount calculated in accordance with the following:

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

Where:

A is the amount of the Replacement Bank Guarantee,

B is the amount of the Bank Guarantee to be replaced,

C is the CPI for the quarter ending immediately before the date of the Bank Guarantee to be replaced,

D is the CPI for the quarter ending immediately before the date of the Replacement Bank Guarantee,

provided A is greater than B.

- (e) On receipt of a Replacement Bank Guarantee provided under clause 11.2(d), the Council must release and return to the Landowner, as directed, the Bank Guarantee that has been replaced as soon as reasonably practicable.
- (f) At any time following the provision of a Bank Guarantee under this clause 11.2, the Landowner may provide the Council with one or more replacement Bank Guarantees totalling the amount of all Bank Guarantees required to be provided under this clause for the time being. On receipt of such replacement Bank Guarantee, the Council must release and return to the Landowner, as directed, the Bank Guarantee(s) which it holds that have been replaced as soon as reasonably practicable.
- (g) Subject to clause 11.2(c), the Council may apply the proceeds of a Bank Guarantee in satisfaction of:
 - (i) any obligation of the Landowner under this agreement that is secured by the Bank Guarantee in accordance with clause 11.2(a); and
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Landowner to comply with this agreement.
- (h) Nothing in this clause 11.2 prevents or restricts the Council from taking any enforcement action in relation to:
 - (i) any obligation of the Landowner under this agreement; or
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Landowner to comply with this agreement,that is not or cannot be satisfied by calling on a Bank Guarantee.

- (i) On full and final satisfaction of the Monetary Contributions, Council must promptly release and return any Bank Guarantee(s) which it holds to the Landowner.

11.3 *Compulsory Acquisition*

- (a) If the Landowner does not register the Public Easement as required by this agreement, the Council may compulsorily acquire the Public Easement, in which case the Landowner consents to the Council compulsorily acquiring that interest for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991*.
- (b) Clause 11.3(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*.
- (c) The Landowner must not create any interest in the Easement Land or do or omit to do anything, which is likely to vitiate, impair, derogate from or prejudice the rights of the public to use the Easement Land in accordance with the Easement Terms.
- (d) The Landowner indemnifies and keeps indemnified the Council against:
 - (i) all costs, including legal costs, incurred by the Council; and
 - (ii) all Claims made against the Council,as a result of any acquisition by the Council of the whole or any part of the interest in the Easement Land under clause 11.3(a).

11.4 *Restriction on the issue of Certificates*

- (a) In accordance with section 6.8 of the Act and clause 146A of the Regulation the obligation to:
 - (i) pay the first instalment of the Monetary Contribution under clause 6.1(e)(i); or
 - (ii) lodge a Bank Guarantee in lieu of that payment in accordance with clause 6.1(e),must be satisfied prior to the issue of a Construction Certificate for the Development or any part of the Development.
- (b) In accordance with section 6.10 of the Act and clause 154E of the Regulation the obligation to pay the whole of the Monetary Contribution and register the Public Easement must be satisfied prior to the issue of an Occupation Certificate for the Development or any part of the Development.

11.5 *General Enforcement*

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this agreement prevents:
 - (i) 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; and
 - (ii) 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.

12 *Assignment and Dealings*

12.1 *Assignment*

- (a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties.

- (b) Any change of ownership or control (as defined in section 50AA of the *Commonwealth Corporations Act 2001*) of a party (excluding the Council) shall be deemed to be an assignment of this agreement for the purposes of this clause.
- (c) Any purported dealing in breach of this clause is of no effect.

12.2 *Arrangements with Mortgagee*

- (a) The Landowner agrees with the Council that if the Landowner mortgages the Land after this agreement is entered into it must use all reasonable efforts at that time to arrange a multiple party deed of agreement between the Council, the Landowner, and the mortgagee who will be providing finance for the Works so that the mortgagee accepts that the responsibilities set out in this agreement are binding upon the mortgagee in the event that the Landowner defaults on the mortgage and the mortgagee takes possession of the Land.
- (b) The terms of the adoption of the obligations of the Landowner by the mortgagee shall be as reasonably required by the Council. The agreement shall be prepared at the cost of the Landowner.

12.3 *Transfer of Land*

- (a) The Landowner may not transfer, assign or dispose of the whole or any part of its right, title or interest in the Land (present or future) or in the Development to another person (**Transferee**) unless before it sells, transfers or disposes of that right, title or interest:
 - (i) the Landowner satisfies the Council that the proposed Transferee is financially capable of complying with the Landowner obligations under this agreement;
 - (ii) the Landowner satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
 - (iii) the Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Landowner under this agreement;
 - (iv) the Transferee delivers to the Council a replacement Bank Guarantee as required by this agreement;
 - (v) any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and
 - (vi) the Landowner or the Transferee pay the Council's reasonable costs in relation to the assignment.

12.4 *Dealing and Assignment to a Related Entity*

- (a) Despite clauses 12.1 and 12.3, the Landowner may, without consent, Deal with or assign its rights under this agreement or its interests in the Land to a Related Body Corporate, provided that this agreement is registered on title and the Landowner:
 - (i) notifies Council of the name of the assignee at least 40 Business Days prior to the assignment occurring; and
 - (ii) provides Council with an executed deed of novation, on terms acceptable to Council, acting reasonably, requiring the assignee to comply with the terms of this agreement together with a replacement Bank Guarantee provided by the assignee as required under this agreement.

13 Approvals and consents

Except as otherwise set out in this agreement, 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. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14 No fetter

14.1 Discretion

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Development Application or any other application for Development Consent (all referred to in this agreement as a "**Discretion**").

14.2 No fetter

- (a) No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:
 - (i) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied;
 - (ii) in the event that clause 14.2(a)(i) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect; and
 - (iii) to endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

14.3 Planning Certificates

The Landowner acknowledges that Council may, at its discretion, include advice on any planning certificate issued under section 10.7(5) of the Act that this agreement affects the Land.

15 Notices

15.1 Notices

Any notice given under or in connection with this agreement (**Notice**):

- (a) must be in writing and signed by a duly authorised person;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email or fax at the Address or Fax Number below, or at the Address or Fax Number last notified by the intended recipient to the sender after the date of this agreement:
 - (i) to City of Parramatta Council: PO Box 32, Parramatta, NSW 2124
Fax: 02 9806 5917
Email: council@cityofparramatta.nsw.gov.au
Attention: Manager, Land Use Planning

(ii) to # c/- [Name]
[Street address]
Suburb NSW #####
Fax: N/A
Email: #
Attention: #

(c) is taken to be given or made:

- (i) in the case of hand delivery to the Address of the other party, when delivered;
- (ii) in the case of delivery by registered post to the Address of the other party, on the day that it is signed for; and
- (iii) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's Fax Number; and

(d) if under clause 15.1(c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 5.00 pm, it is taken to have been given or made at the start of business on the next Business Day in that place.

15.2 Notices sent by email:

(a) A party may serve a Notice by email if the Notice:

- (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
- (ii) states in the body of the message or the subject field that it is sent as a Notice under this agreement;
- (iii) is sent to the email address below or the email address last notified by the intended recipient to the sender:

(A) to City of Parramatta Attention: Manager, Land Use Planning
Council: council@cityofparramatta.nsw.gov.au

(B) to #: Attention: #
Email: #

15.3 Receipt of Notices sent by email

- (a) A Notice sent under clause 15.2 is taken to be given or made, if sent to a person's email address, on the day it is sent, if no 'delivery failure' message is received by the sender.
- (b) If under clause 15.3(a) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 5.00 pm, it will be taken to have been given or made at the start of business on the next Business Day in that place.

16 General

16.1 Relationship between parties

(a) Nothing in this agreement:

- (i) constitutes a partnership between the parties; or

- (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

16.2 *Time for doing acts*

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

16.3 *Further assurances*

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

16.4 *Joint and individual liability and benefits*

Except as otherwise set out in this agreement, any agreement, covenant, representation or warranty under this agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

16.5 *Variations and Amendments*

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

16.6 *Counterparts*

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

16.7 *Legal expenses and stamp duty*

- (a) The Landowner must pay the Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, carrying into effect, enforcement and release and discharge of this agreement, including the reasonable costs of obtaining any legal advice in connection with this agreement, within 20 Business Days from the date of a valid tax invoice.
- (b) The Landowner agrees to pay or reimburse the costs and expenses incurred by Council in connection with the advertising and exhibition of this agreement in accordance with the Act.
- (c) The Landowner agrees to pay Council any administrative fees as required by Council, acting reasonably, in connection with the administration of this agreement.

16.8 *Entire agreement*

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

16.9 *Representations and warranties*

The parties represent and warrant that they have the power and authority 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.

16.10 *Severability*

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. 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.

16.11 *Invalidity*

- (a) A word or provision must be read down if:
 - (i) this agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 16.11(b) applies.

16.12 *Waiver*

- (a) A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (b) 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. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

16.13 *Governing law and jurisdiction*

- (a) The laws applicable in New South Wales govern this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any court competent to hear an appeal from those courts.

16.14 *GST*

- (a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the

Landowner must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

- (d) If the Council is obliged to pay any GST on any supply made under or in accordance with this agreement, the Landowner indemnifies the Council for the amount of any such payment is required to make.

Schedule 1 Public Access and Easement Terms

In this Schedule:

Easement Land means that part of the Land the subject of the Public Easement.

- 1 The owner of the Easement Land grants to the Council and members of the public full and free right to go, pass and repass over the Easement Land at all times:
 - (a) with or without animals; and
 - (b) on foot without vehicles (other than wheelchairs or other disabled access aids);for all lawful purposes.
- 2 The owner of the Easement Land must, to the satisfaction of Council, acting reasonably:
 - (a) keep the Easement Land (including any services in, on or under the Easement Land) in good repair and condition;
 - (b) maintain and repair the Easement Land and all improvements on the Easement Land;
 - (c) keep the Easement Land clean and free from rubbish;
 - (d) maintain sufficient public liability insurance covering the use of the Easement Land in accordance with the Public Easement; and
 - (e) rectify any defects in structures, embellishment works, landscaping or any other improvements on the Easement Land.
- 3 If the owner of the Easement Land does not perform any obligation under clause 2 then the Council may, acting reasonably, undertake the required work and recover the costs of all such work from the owner of the Easement Land as a liquidated debt.
- 4 The owner of the Easement Land must ensure that any rules made by an Owner's Corporation relating to the Easement Land have been approved by the Council, acting reasonably.
- 5 If any member or members of the public loiter or congregate, for any purpose which the owner of the Easement Land, acting reasonably, considers to be a nuisance or a safety risk, the owner may either remove those members of the public, or arrange for their removal by an appropriate authority.
- 6 The owner of the Easement Land may erect safety signage and any other appropriate signage and may erect CCTV cameras in the Easement Land.
- 7 The owner of the Easement Land may engage security personnel to monitor and control the behaviour of the public using the Easement Land, including but not limited to prohibiting smoking, consumption of alcohol (except within licensed areas), passage of animals, bicycles and skateboards and the like in accordance with any rules made by an Owner's Corporation relating to the Easement Land.
- 8 The owner of the Easement Land may with the Council's prior written consent (except in the case of an emergency, in which case the Council's prior written consent is not required) temporarily close or restrict access through all or part of the Easement Land for the time and to the extent necessary but only on reasonable grounds for the purposes of:

- (a) construction, construction access, repairs, maintenance, replacement and alteration to the Easement Land or any improvements in, on or under the Easement Land; or
 - (b) security, public safety or evacuation of the Easement Land and adjoining buildings
- 9 Subject to ensuring the provision of access in accordance with above clause 1 of this Schedule, the owner of the Easement Land may, provided any necessary planning approvals are obtained:
 - (a) Install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor commercial premises, notice boards or any other similar improvements at ground level on the Easement Land; and
 - (b) Use the Easement Land,
in a manner consistent with Parramatta City Council Outdoor Dining Policy approved on 25 February 2019, or any such policy of the Council that replaces that policy.
- 10 The Council is solely empowered to release the Public Easement.
- 11 The Public Easement may only be varied by written agreement between the Council and the owner of the Easement Land.

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Schedule 2

Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
<p>Planning instrument and/or Development Application – Section 7.4(1)</p> <p>The Landowner has:</p> <p>(a) Sought a change to an environmental planning instrument</p> <p>(b) Made, or propose to make a Development Application</p> <p>(c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Description of the land to which the planning Agreement applies – Section 7.4(3)(a)</p>	<p>Lot 10 Section 1, DP 976, Lot 11 Section 1, DP 976, Lot 12 Section 1, DP 976, Lot 13 Section 1, DP 976, Lot 14 DP 182289, and Lot A DP 349279, known as 33-43 Marion Street, Parramatta</p>
<p>Description of the application – Section 7.4(3)(b)</p>	<p>See the definition of Planning Proposal in clause 1</p>
<p>The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)</p>	<p>See clause 6</p>
<p>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</p>	<p>This section is not excluded by this agreement. See clause 7</p>
<p>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</p>	<p>This section is not excluded by this agreement. See clause 7</p>
<p>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</p>	<p>This section is not excluded by this agreement. See clause 7.</p>
<p>Mechanism for dispute resolution – Section 7.4(3)(f)</p>	<p>See clause 10</p>
<p>Enforcement of the Planning Agreement – Section 7.4(3)(g)</p>	<p>See clause 11</p>
<p>Registration of the Planning Agreement – Section 7.6</p>	<p>See clause 8.2</p>
<p>No obligation to grant consent or exercise functions – Section 7.4(9)</p>	<p>See clause 14 (no fetter)</p>

Executed as an agreement

Executed by City of Parramatta City)
Council under seal in accordance with a)
resolution of the Council on [insert date]:)

.....
Signature of [insert position]

.....
Signature of [insert position]

.....
Print name

.....
Print name

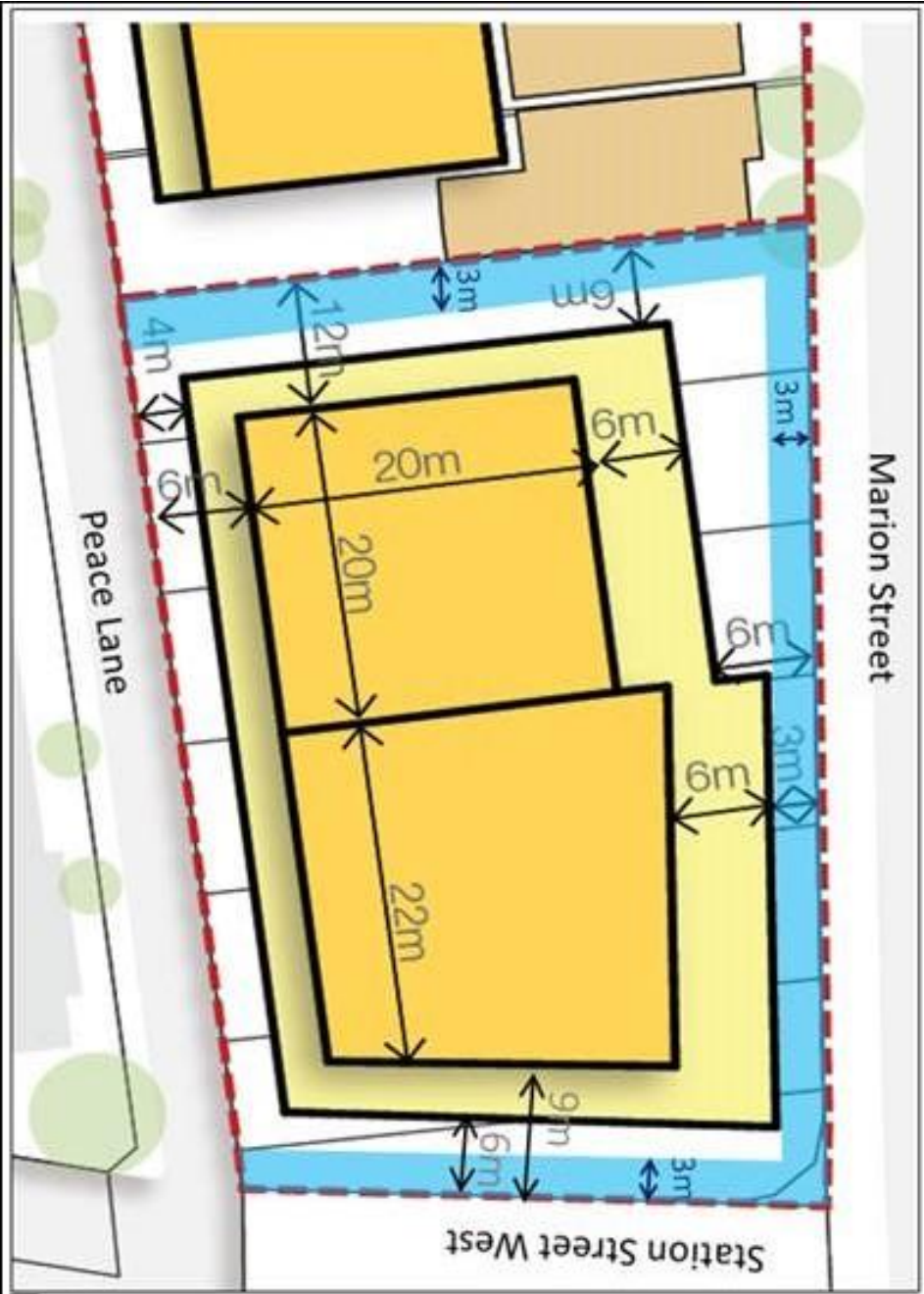
[Insert execution clauses for all Landowner Parties]

Executed by # ACN # in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth) by:

Signature of sole Director and sole
Company Secretary

Full name (print)

Annexure A Public Access and Easement area



Public Easement