

DRAFT

Planning Agreement

Environmental Planning and Assessment Act 1979 (NSW)

321-331 Condamine Street Manly Vale New South Wales

This Agreement is dated:

PARTIES

Northern Beaches Council (ABN 57 284 295 198) of 725 Pittwater Road, Dee Why, New South Wales (**Council**)

and

Manly Vale Developments No 2 Pty Limited (ACN 604 334 796) of 'Stanton Financial Services 1 & 2', 50 Murray Street, Sydney, New South Wales (**Developer**)

BACKGROUND

- A. The Developer owns the Land.
- B. The Developer proposes to carry out the Development on the Land.
- C. On 24 July 2020, the Developer lodged Development Application DA2020/0824 with Council for Development Consent to carry out the Development on the Land.
- D. The Developer made an offer to enter into a planning agreement associated with the Development Application on 22 December 2021.
- E. The Development Application DA2020/0824 was the subject of Land and Environment Court proceedings. On 11 February 2022 the Land and Environment Court granted Development Consent to the Development Application subject to conditions, including a deferred commencement condition requiring the Developer to enter into a planning agreement with Council to dedicate a 1.4 metre wide by 38.075 metre long, strip of Land adjacent to Somerville Place, Manly Vale, for the purposes of road widening and consistent with the Developer's offer dated 22 December 2021. A right of footway will also be created as an easement benefiting Council.
- F. The Developer has offered to enter into this Agreement with Council to secure the dedication of the Land and creation of easement referred to in E above.

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OPERATIVE PROVISIONS

It is agreed:

1. Definitions and interpretation

1.1 In this Agreement the following definitions apply, unless the context clearly indicates otherwise:

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

Address for Service means the address of each Party appearing in Clause 11 or any new address notified by any Party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Consent Authority has the same meaning as in the Act.

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

Developer means the Developer and the Landowner, unless other specified in this Agreement.

Development means a shop-top housing development comprising a four-storey building over a two-level basement carpark with four retail tenancies, storage areas, plant rooms, loading bay, and three levels of apartments above and around a centralised internal courtyard, as approved under the Development Consent for DA2020/0824.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit to be used for or applied towards a public purpose.

Land means Lots 20-22 and 25 in DP11320, and Lot 123 in DP 737259.

Party means a party to this Agreement, including their successors and assigns.

Plan of Subdivision means a registered plan of subdivision within the meaning of section 195 of the *Conveyancing Act 1919 (NSW)*.

Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Subdivision Certificate has the same meaning as in the Act.

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

- a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- i) 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.
- j) 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.
- k) References to the word 'include' or 'including' are to be construed without limitation.
- l) A reference to this Agreement includes the agreement recorded in this Agreement.
- m) A reference to a Party to this Agreement includes a reference to the servants, agents and contractors of the Party, and the Party's successors and assigns.
- n) Any schedules and attachments form part of this Agreement.

2. Operation and application of this Agreement

2.1 Operation of this Agreement

This Agreement commences on the date that it is signed by all the parties.

2.2 Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement within the meaning of section 7.4 of the Act and governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

2.3 Application of this Agreement

This Agreement applies to the Land and the Development.

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

This Agreement shall not exclude the application of sections 7.11, 7.12 and 7.24 of the Act.

3. Interest in Land

The Developer represents and warrants that it is:

- 3.1** the owner of the Land; and
- 3.2** legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 4 to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 4.

4. Registration

- 4.1** Within 14 Business Days of receiving a copy of this Agreement executed by Council, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:

- 4.1.1** the consent of each person, as required by the Registrar-General, who:

- 4.1.1.1** has an estate or interest in the Land registered under the Real property Act; or

- 4.1.1.2** is seized or possessed of an estate or interest in the Land,

- to the registration of this Agreement on the title to the Land and to the terms of this Agreement; and the execution of any documents;

- 4.1.2** the production of the relevant certificates of title; and

- 4.1.3** the lodgement of this Agreement in a registrable form at the NSW Land Registry Services for registration by the Registrar-General in the relevant folio of the Register for the Land within 14 Business Days of execution of this Agreement.

4.2 Evidence of registration

The Developer must provide Council with evidence of the registration of this Agreement pursuant to clause 4 within 14 Business Days of such lodgement at the NSW Land Registry Services. This must be in the form of a title search for the Land (all allotments) from Land Registry services.

5. Development contributions to be made under this Agreement

SCHEDULE 1 – CONTRIBUTIONS TABLE

The Developer is required to make the Development Contribution in accordance with in the Contributions Table below and in accordance with the provisions of this Agreement.

Contributions Table

Item	Name	Description
1	Dedicated Land	<p>Land being 54.6m² in size shown in the draft Proposed Plan of Subdivision of LOTS 20-22 & 25 in DP11320 AND LOT 123 in DP37259, Issue A, dated 17 January 2022 (Plan of Subdivision) and contained in Attachment 1, for the purpose of widening the road reserve at Somerville Place.</p> <p>The timing of the dedication is to occur:</p> <ul style="list-style-type: none">• following the construction of Somerville Place by the Developer and appropriate inspections/signoff by Council, and• upon the issue of a Subdivision Certificate by Council, and• prior to the issue of an Occupation Certificate for Development Consent DA2020/0824.
2	Public Benefits	<p>Creation of an easement benefiting Council for public access across a privately owned footpath, as shown in the Proposed Plan of Subdivision contained in Attachment 1.</p> <p>The easement is to be created through the registration of a Subdivision Certificate issued by Council.</p> <p>The easement is to be created prior to the issue of an Occupation Certificate for Development Consent DA2020/0824.</p>

6. Dedication of Land

SCHEDULE 2 – LAND DEDICATION PROVISIONS

The dedication of land is to be made in accordance with the provisions set out in the Land Dedication Provisions Table below.

Land Dedication Provisions Table

Item of Work	Development Stage	Final Inspection Stage	Relevant Drawing Numbers

Road widening and pedestrian footpath	As part of the Development Consent	First inspection required during construction. Final inspection to occur following the completion of construction and prior to dedication of the land and registration of the easement	Gartner Trovato Architects Civil Works Plan C01, CO2 and CO3
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7. Application of section 7.11 and section 7.12 of the Act to the development

This Agreement shall not exclude the application of sections 7.11, 7.12 and 7.24 of the Act.

8. Review of this Agreement

This Agreement may be reviewed with agreement from both parties and in accordance with all legislative requirements.

9. Dispute resolution

9.1 Not Commence

A Party must not commence any court proceedings relating to a dispute unless it complies with this Clause 9.

9.2 Notice of Dispute

If a Party claims that a dispute has arisen under this Agreement (Claimant), it must give written notice to the other Party (Respondent) stating the matters in dispute and designating as its representative a person to negotiate the dispute (Claim Notice). No Party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause.

9.3 Response to Notice

Within ten (10) business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

9.4 Negotiation

The nominated representative must:

- (a) meet to discuss the matter in good faith within five (5) business days after service by the Respondent of notice of its representative.
- (b) use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

9.5 Further Notice if Not Settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either Party may give to the other a written notice calling for determination of the dispute (Dispute Notice) by mediation under clause 9.6 or by expert determination under clause 9.7.

9.6 Mediation

If a Party gives a Dispute Notice calling for the dispute to be mediated:

- a) the parties must agree to the terms of reference of the mediation within five (5) business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Resolution Institute.
- b) the Mediator will be agreed between the parties, or failing agreement within five (5) business days of receipt of the Dispute Notice, either Party may request the President of the Resolution Institute to appoint a mediator.
- c) the Mediator appointed pursuant to this clause 9.6 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 function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- d) the Mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties.
- e) the parties must, within five (5) business days of receipt of the Dispute Notice, notify each other of their representatives who will be involved in the mediation.
- 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.
- g) in relation to costs and expenses:
 - i. each Party will bear their 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 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.

9.7 Expert Determination

If the dispute is not resolved under clause 9.4 or 9.6 the dispute may, by agreement between the parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- a) The dispute must be determined by an independent expert in the relevant field:
 - i. agreed upon and appointed jointly by Council and the Developer; or
 - ii. in the event that no agreement is reached or appointment made within 30 business days, appointed on application of a Party by the then current President of the Law Society of New South Wales.
- b) the expert must be appointed in writing and the terms of appointment must not be inconsistent with this clause.
- c) the determination of the dispute by such 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 together with an equal proportion of 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 where 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 and any Party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

9.8 Litigation

If the dispute is not finally resolved in accordance with this clause 9, either Party is at liberty to litigate the dispute.

9.9 Continue to perform obligations

Each Party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

10. Enforcement

10.1 Nothing in this Agreement prevents Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement (including the breach of this Agreement by the Developer) or any matter to which this Agreement relates.

10.2 Until such time as the land has been dedicated to Council and the easement has been registered, the Developer must:

- a) Notify Council in writing of the name and contact details of any Certifying Authority to which it has applied for a Construction Certificate at the same time that such application is made.
- b) At the time it lodges any application for a construction certificate notify the Certifying Authority in writing of the existence and terms of this Agreement.
- c) Procure and provide to Council a written acknowledgement from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue an Occupation Certificate until Council provides written confirmation that the contribution identified in clause 5 – Schedule 1 has been provided.

10.3 Right to Lodge a Caveat

- 10.3.1. The Developer acknowledges and agrees that Council has a caveatable interest in the Land from the date of Development Consent and shall be entitled to lodge and maintain a caveat on the title to the Land notifying Council's interest created by this Agreement.
- 10.3.2. The Developer will upon execution of this Agreement deliver to Council a caveat in registrable form with the consent to caveat signed by the Developer notifying Council's interest created by this Agreement together with a cheque in favour of NSW Land Registry Services for the registration fee on the caveat.
- 10.3.3. Council will provide such written consents and registrable documents to the Developer to enable the Land to be mortgaged provided that the mortgagee acknowledges Council's interest in the Land under this Agreement and agrees to the registration of this Agreement in accordance with its terms.

- 10.3.4. Upon registration of the Agreement on the title to the Land in accordance with clause 4 or surrender of the Development Consent, the Developer will be entitled to withdrawal of the caveat.

11. Notices

11.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- a) Delivered or posted to that Party at its address set out below.
- b) Emailed to that Party at its email address set out below.

Council

Attention: CEO, Northern Beaches Council

Address: PO Box 82 Manly, NSW, 1655

Email: council@northernbeaches.nsw.gov.au

Developer

Attention: Moe Jarra

Address: PO Box 456, Pyrmont NSW 2009

Email: reception@citegroup.com.au and mj@citegroup.com.au

11.2 If a Party gives the other Party three (3) business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

11.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- a) If it is delivered, when it is left at the relevant address.
- b) If it is sent by post, two (2) business days after it is posted.
- c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

11.4 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.

12. Approvals and consent

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 obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

13. Assignment and dealings

Until the Land is dedicated and the easement is registered, the Developer cannot sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so unless the Developer:

- 13.1** Gives Council no less than twenty (20) business days' notice in writing of the proposed sale, transfer, assignment, novation, charge, encumbrance or other dealing with its rights in respect of the Land.
- 13.2** Procures that any buyer, transferee, assignee or novatee promptly executes an Agreement in favour of Council whereby the buyer, transferee, assignee or novatee becomes contractually bound with Council to perform the Developer's obligations under this Agreement.
- 13.3** In the event of a proposed charge, mortgage, encumbrance or other dealing with the Land, the novatee provides to Council a bank guarantee unlimited in time from a bank and on terms acceptable to Council to secure the payment of the development contribution.

14. Costs

Council's costs of and incidental to the preparation and execution of this Agreement and any related documents and registration of same shall be borne by the Developer.

15. Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

16. Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

17. Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the nonexclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

18. Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

19. No fetter

Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

20. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

21. 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.

22. Modification

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

23. Waiver

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.

Execution

Dated:

Executed as a deed:

**Executed by Manly Vale Developments
No 2 Pty Ltd (ACN 604 334 796)** in
accordance with section 127(1) of the
Corporations Act 2001:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director in full

.....
Name of Director/Secretary in full

**Signed sealed and delivered by Northern
Beaches Council** by its authorised delegate
in the presence of:

_____ ←
Signature of Witness

_____ ←
Signature of delegate

Signature of witness

Name of delegate (print)

Address of witness

Authority

Note: the purpose of this explanatory note is to provide details about this Agreement. This explanatory note should not be used to assist in construing this Agreement.

Explanatory Note

Proposed draft Planning Agreement

Under section 7.4 of the *Environmental Planning and Assessment Act 1979 (NSW)*

1. Parties

Northern Beaches Council (*Planning Authority*)

Manly Vale Developments No 2 Pty Ltd (*Developer*)

2. Description of subject land

Lots 20-22 and 25 in DP11320, and Lot 123 in DP37259

3. Description of proposed change to environmental planning instrument/development application

DA2020/0824 for shop-top housing development comprising a four-storey building over a two-level basement carpark with four retail tenancies, storage areas, plant rooms, loading bay, and three levels of apartments above and around a centralised internal courtyard, as approved under the Development Consent for DA2020/0824.

4. Summary of objectives, nature and effect of the proposed draft Planning Agreement

The Planning Agreement will deliver the following contributions to Council:

Dedication of Land to Council being approximately 54.6m² in size shown in the draft Proposed Plan of Subdivision of LOTS 20-22 & 25 in DP11320 AND LOT 123 in DP37259, Issue A, dated 17 January 2022 (**Plan of Subdivision**), for the purpose of widening the road reserve at Somerville Place and contained in **Attachment 1**.

Creation of an easement benefiting Council for public access across a privately owned footpath, as shown in the Plan of Subdivision.

The following public benefits are afforded by this Planning Agreement:

- The dedication of Land will be at no cost to Council and will provide a widened road reserve, resulting in it being 6 metres in width, and goes towards partially achieving the planned future outcome for Somerville Place.
- Widening this section of Somerville Place improves the utility of this road (which will be reconstructed under DA2020/0824) and will contribute to the future anticipated two-way operation, improving traffic movements.
- Public access, by way of a registered easement benefitting Council, over the privately-owned land (that will contain a footpath constructed under DA2020/0824) provides a safe pedestrian access to the local road network.

5. Timing of delivery of the public community benefit *(Note: Information is to be provided on the timing of delivery of the proposed benefits in relation to the issuing of construction, occupation or subdivision certificates.)*

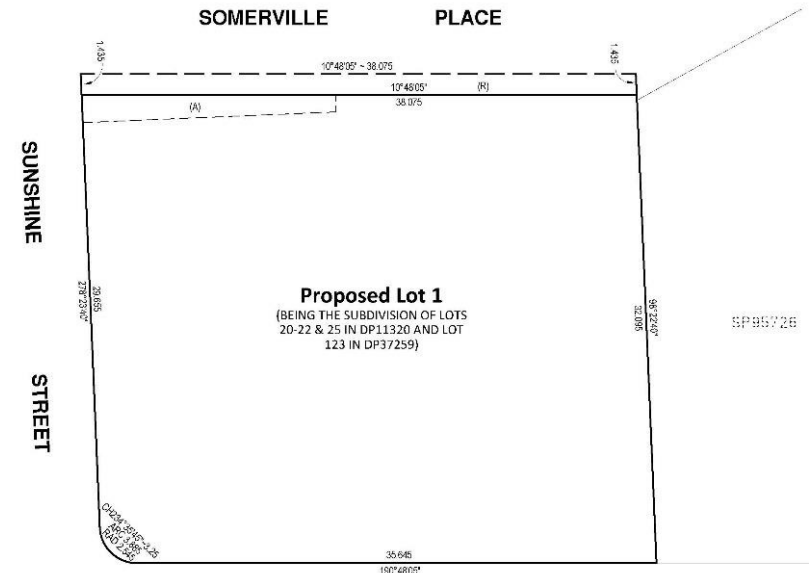

Name	Timing
Dedicated Land	<p>The dedication of Land to Council is to occur:</p> <ul style="list-style-type: none">• following the construction of Somerville Place and appropriate inspections/signoff by Council, and• via the issue of a Subdivision Certificate by Council, and• prior to the issue of an Occupation Certificate for DA2020/0824.
Easement	<p>The easement is to be created through the registration of a Subdivision Certificate issued by Council.</p> <p>The easement is to be created prior to the issue of an Occupation Certificate for DA2020/0824.</p>

6. Other Matters

Signed and dated by all Parties

Note: This template has been drafted for a proposed draft planning agreement, but applies equally to a proposed amendment or revocation of a VPA

Attachment 1 – Draft Plan of Subdivision

PLAN FORM 2 (A2)	WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION	SHEET 1 OF 1 SHEETS
DRAFT PLAN - SUBJECT TO FINAL SURVEY	 <p style="text-align: center; font-weight: bold;">Proposed Lot 1</p> <p style="text-align: center; font-size: 10px;">(BEING THE SUBDIVISION OF LOTS 20-22 & 25 IN DP11320 AND LOT 123 IN DP37259)</p>	
<p>(R) PROPOSED ROAD WIDENING OF SOMMERVILLE PLACE (TO BE DEDICATED TO THE PUBLIC)</p> <p>PROPOSED EASEMENTS</p> <p>(A) RIGHT OF FOOTWAY VARIABLE WIDTH</p>		
THIS PLAN REPRESENTS A PROPOSAL TO SUBDIVIDE THE SITE FOR THE PURPOSE OF ROAD WIDENING AND IS SUBJECT TO COUNCIL APPROVAL. ALL DIMENSIONS SHOWN ARE SUBJECT TO FINAL SURVEY. THE PLAN IS NOT SUITABLE FOR REGISTRATION AT LRS AND NUMEROUS AMENDMENTS AND ADDITIONS WILL BE REQUIRED TO MEET THE REQUIREMENTS OF COUNCIL AND LAND REGISTRY SERVICES.	Surveyor: MICHAEL TRIFIRO Date: Surveyor's Ref: 7909	PROPOSED PLAN SUBDIVISION OF LOTS 20-22 & 25 IN DP11320 AND LOT 123 IN DP37259 LGA: NORTHERN BEACHES Locality: MANLY VALE Reduction Ratio 1:200 Lengths are in metres.
		 <p style="font-weight: bold; font-size: 12px;">DRAFT</p> <p>Issue: A 17-Jan-22</p>

DRAFT PLAN - SUBJECT TO FINAL SURVEY

