

Voluntary Planning Agreement

June 2014

Greater Taree City Council (Council)

And

**Halliday Shores Retirement Living Pty Ltd
(Landowner)**

Relating to Amendment No. 7 to the *Greater Taree Local Environmental Plan 2010*

Property: 90 High Street Blackhead, being Lot 1 DP 1048443

Prepared under Section 93F of the *Environmental Planning and Assessment Act 1979*

THIS PLANNING AGREEMENT made on *4 June* 2014

BETWEEN

Parties

GREATER TAREE CITY COUNCIL of 2 Pulteney Street, Taree, New South Wales, 2430
(**Council**) of the first part.

AND

HALLIDAY SHORES RETIREMENT LIVING PTY LTD ABN 63 151 551 405 of 90 High
Street, Hallidays Point NSW 2430 (**Landowner**) of the second part.

Background

- A. The Landowner owns the Land known as 90 High Street Blackhead, being Lot 1 DP 1048443 (the **Land**).
- B. On 3 May 2013, the Landowner lodged a Planning Proposal with Council which sought an amendment to the Greater Taree Local Environmental Plan 2010 (**GTLEP 2010**) for the purpose of rezoning a section of the existing environmental management (**E3**) zone on the Land to Primary Production (**RU1**) zoning and a small portion of RU1 to E3 for the purpose of protecting additional vegetation located on the Land and also to provide the Landowner with the opportunity to lodge a development application to allow an expanded seniors housing footprint on the Land.
- C. Council considered the Landowner's Planning Proposal at its Ordinary Meeting on 21 August 2013 during which the recommendations of Council's Strategic Planning Department were accepted, including that a Voluntary Planning Agreement be considered by Council and the Landowner in order to establish and protect the proposed re-vegetation area and to ensure landscaping occurs in the revised E3 zone.
- D. The parties have agreed to enter into this Agreement to give effect to the above.

Operative Provisions

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context requires otherwise the following definitions apply:

Agreement means this planning agreement.

Amended LEP means the amendment proposed to be made by Gazettal to the Current Zoning of the Land to incorporate the Proposed Zoning under the provisions of GTLEP 2010 as shown on Plan B.

Bank Guarantee means an unconditional and irrevocable undertaking issued by a major Australian trading bank and which either does not have an expiry date or has an expiry date of at least 13 months after its date, and is otherwise in form and substance acceptable, to pay on demand the amount therein expressed in Australian currency.

Current Zoning means the current zoning of the Land as shown in Plan A.

Dealing, in relation to the Land, means, without limitation, a sale, transfer, assignment, mortgage, charge, encumbrance or other dealing with the Land or any part thereof but excludes the granting of any residency rights by the Landowner under the *Retirement Villages Act, 1999*.

Development Consent has the same meaning as in the EP & A Act.

EP&A Act or Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Explanatory Note means the explanatory note required by the *Environmental Planning and Assessment Regulation 2000* (NSW).

Gazettal means the publication on the NSW legislation website under section 34(5) of the EP&A Act of the making by the Minister administering the EP&A Act of the amendment to the GTLEP 2010 substantially as described in the DLEP.

GTLEP 2010 means the *Greater Taree Local Environmental Plan 2010*.

GST has the same meaning as in the GST Law.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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 or administration of the GST.

Land means the land owned by the Landowner, namely 90 High Street, Blackhead, being Lot 1 DP1048443.

Landscaping Works means the works to be set out in the proposed landscaping plan in accordance with the Second Schedule.

Order means a court order, including an injunction, or order, notice or direction of any government authority.

Plan A means the plan annexed to this Agreement and marked "A".

Plan B means the plan annexed to this Agreement and marked "B".

Plan C means the plan annexed to this Agreement and marked "C".

Planning Proposal means the Planning Proposal lodged by the Landowner with Council on 3 May 2013 in relation to the Land.

Proposed Development means the proposed expansion of the existing retirement accommodation located at Halliday Shores Retirement Village.

Proposed Zones means the proposed rezoning of the Land as shown in Plan B.

Provision means doing and carrying out of those things by the Landowner described in the Second Schedule.

Registrable Form means the document is properly executed and witnessed, bears an imprint from the Office of State Revenue to the effect that all necessary duties have been paid, and is otherwise capable of immediate registration by the Registrar-General on the title of the relevant piece or parcel of land.

Real Property Act means *Real Property Act 1900 (NSW)*.

Registrar-General means the Registrar-General, under the Real Property 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.
- (o) Any dimension given is approximate.

- (p) No waiver of any breach of this Agreement or of any of its terms will be effective unless the waiver is in writing and signed by the party against whom the waiver is claimed, and no waiver of any breach will operate as a waiver of any other breach or subsequent breach.
- (q) In the interpretation of this agreement no rule of construction shall apply to disadvantage one party on the basis that that party put forward the particular covenant, term or provision.

2. Planning Agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the EP&A Act.

3. Application of this Agreement

This Agreement applies to:

- (a) the Land; and
- (b) the Planning Proposal.

4. Operation of this Agreement

- 4.1. Subject to clause 4.2, this Agreement is entered into and takes effect on its execution by all the parties.
- 4.2. The requirement to carry out the Landscaping Works in relation to the Proposed Development in accordance with Clause 5 of this Agreement will not take effect until :
 - (a) the Amended LEP has been Gazetted in substantially the same terms as shown on Plan B; and
 - (b) Council imposes a condition under section 93I(3) of the Act on a Development Consent regarding the preparation of Landscaping Works plan for the Proposed Development and Council has issued a Construction Certificate in relation to the Proposed Development;
- 4.3. This Agreement will terminate 2 months after all of the Landscaping Works have been completed in accordance with clause 5.

5. The Landowner's Obligations: the nature, extent, timing and manner by which the Provision is to be made

- 5.1 The Landowner will make the Provision in accordance with the Second Schedule and the terms of this Agreement.

- 5.2 The Landowner must submit and have the Landscaping Plan approved by Council prior to lodging a Development Application for the Proposed Development.
- 5.3 The Landowner must complete the Landscaping Works prior the issue of an occupation certificate under section 109C of the EP&A Act in relation to the Proposed Development.

6. Acknowledgements

Council acknowledges that the Landowner will prepare a Landscaping Plan and carry out the Landscaping Works and Council will take this Planning Agreement into consideration when considering a Development Application for the Proposed Development.

7. Assignment and other dealings

7.1. Dealings by Landowner

The Landowner must not assign, transfer, novate, dispose of, sell or otherwise deal with its right, title or interest in the Land or its rights or obligations under this Agreement to another person (Transferee), unless before such assignment, transfer, novation, disposal, sale or other dealing:

- (a) the Landowner gives to Council at least 20 Business Days prior notice in writing of the proposed dealing;
- (b) the Landowner satisfies Council that the proposed Transferee is respectable and financially capable of complying with such of the Landowner's obligations under this Agreement as Council requires to be adopted by the Transferee (Required Obligations);
- (c) the Transferee signs a deed, in form and substance acceptable to Council containing provisions under which the Transferee agrees to comply with the Required Obligations as if it were the Landowner under this Agreement;
- (d) the Transferee gives any Bank Guarantee, bond or guarantee and indemnity by a third person or other security that Council may reasonably require;
- (e) any default by the Landowner under this Agreement has been remedied by the Landowner or waived by Council; and
- (f) the Landowner and the Transferee pay Council's Costs in relation to that dealing.

7.2. Release

If the Landowner sells, transfers or disposes of the whole of the Land having fully satisfied its obligation pursuant to clause 7.1, the Landowner will be released from its obligations under this Agreement with respect to the Land being sold, transferred or disposed of.

8. Ownership of the Land and Registration of this Agreement – Section 93H of the Act

- 8.1. The Landowner represents and warrants to Council that as at the date of this Agreement, the Landowner is the legal and beneficial owner of the Land.
- 8.2. The parties shall do all things reasonably necessary to enable the Landowner to obtain registration of this Agreement under section 93H of the Act by the Registrar-General as soon as possible after the date of this Agreement, such that on registration of this Agreement, the Registrar-General will have made an entry in the relevant Folio of the Register kept under the Real Property Act in relation to the Land.
- 8.3. The Landowner must procure the consent of each person who has an estate or interest in the Land registered under the Real Property Act 1900 (NSW) or who is seized or possessed of an estate or interest in the said land and whose consent is required in order for this Agreement to be registered pursuant to Clause 8.2.
- 8.4. If the title documents for the Land are in the possession of another person or entity then the Landowner must procure production of the title documents or deliver to Council a deed poll executed by that person or entity that contains covenants in favour of Council to produce the title documents at the office of the Land and Property Information, or other such place for registration, as notified by Council when required by Council and cause them to remain there until the Agreement is registered, and that the person will not otherwise part with possession of the title deeds without the consent of Council. Council shall do all things necessary to remove the Planning Agreement from the register when the Landowner's obligations under this Agreement have been performed.

9. Variation of this Agreement

Any amendment to this Agreement shall only be effective if in writing and signed by all parties and registered under section 93H of the Act.

10. Dispute Resolution

- 10.1. If a dispute arises out of or relates to this Agreement, including any dispute as to breach or termination of this agreement or as to any claim in tort, inequity or under any legislation, a party cannot commence any court proceedings relating to the dispute unless that party has complied with the following clauses except where that party seeks urgent interlocutory relief.
- 10.2. A party claiming that a dispute has arisen under or in relation to this Agreement must give written notice to the other parties specifying the nature of the dispute.
- 10.3. On receipt of notice under clause 10.2 the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or similar techniques agreed by them.
- 10.4. If the parties do not agree within 21 days of service of the notice, or any further period agreed in writing by them, as to:
- (a) the dispute resolution technique and procedures to be adopted;
 - (b) the timetable for all steps in those procedures; and
 - (c) the selection and compensation of the independent person required for that technique,
- the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.
- 10.5. If the dispute is not resolved within 60 days after notice is given under clause 10.2 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.
- 10.6. The parties acknowledge the purpose of any exchange of information or 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.
- 10.7. This clause 10 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Agreement.

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

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in the First Schedule.

12. Notices

12.1. 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) e-mailed to that party at its e-mail address set out below
- (c) faxed to that party at its fax number set out below.

Council

Attention: Richard Pamplin

Greater Taree City Council

Address: 2 Pulteney Street, Taree, NSW 2430

Facsimile: (02) 6592 5311

E-mail: richard.pamplin@gtcc.nsw.gov.au

Landowner

Attention: Mr Mark Thomas Dixon, Halliday Shores Retirement Living Pty Ltd

Address: Central 240, Suite 14, Level 1, 240 Varsity Parade Varsity Lakes QLD 4227

Address:

E-mail:

12.2. If one party gives to another party 3 business days notice of a change of its address, fax number or e-mail address, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address, fax number or e-mail address.

12.3. 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, 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.

12.4. 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.

13. Dealings

Until this Agreement is registered under section 93H of the Act, the Landowner shall not be a party to a Dealing relating to the Land.

14. Costs

14.1. The Landowner agrees to pay or reimburse the Council on demand for:

- (a) all reasonable costs of the Council in connection with any exercise or non-exercise of rights (including in connection with the actual or contemplated enforcement or preservation of any rights under this Agreement) waiver, variation, release or discharge in connection with this Agreement; and
- (b) taxes and fees (including registration fees) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this Agreement or a payment or receipt or any transaction contemplated by this Agreement, including in each case legal costs and expenses on a solicitor and own client basis.

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.

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 non-exclusive 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 the 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

- 21.1. If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 21.2. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

22. Waiver

- 22.1. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party.
- 22.2. A waiver by a party is only effective if it is in writing.
- 22.3. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. 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.

23. Release and Indemnity

- 23.1. The Landowner agrees that the obligation to provide the Provision is at the risk of the Landowner. The Landowner releases Council from any claim, liability or loss arising from, and costs incurred in connection with, the Landowner's obligation to provide the Provision.
- 23.2. The Landowner indemnifies Council against any reasonable costs incurred in connection with Council enforcing the Landowner's obligation to provide the Provision in accordance with this Agreement, except to the extent caused or contributed to by Council's negligent act or default under this Agreement.
- 23.3. The indemnity in clause 23.2 is a continuing obligation, independent of the Landowner's other obligations under this Agreement and continues after this Agreement ends.

24. Explanatory Note

The Explanatory Note shall not be used to assist in construing this Agreement.

25. GST

25.1. Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 26 have the meanings given to those terms by the GST Act (as amended from time to time);
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 26; and
- (c) a reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

25.2. Intention of the parties

Without limiting the operation of this clause 26, the parties intend that:

- (a) divisions 81 and 82 of the GST Act apply to the supplies made under and in respect of this Agreement;
- (b) no tax invoices will be exchanged between the parties; and
- (c) no additional amounts will be payable on account of GST.

25.3. Reimbursements

Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

25.4. Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 26.

25.5. Additional amounts for GST

Subject to clause 26.7, if GST becomes payable on any supply made by a party ("**Supplier**") under or in connection with this Agreement:

- (a) any party ("**Recipient**") that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of GST payable on that supply ("**GST Amount**"), and:
- (b) where that GST Amount is payable by Council or, the GST Amount will be limited to the amount of the input tax credit (if any) to which the Council (or the representative member of any GST group of which the is a member) is entitled in relation to the Council's acquisition of that supply and is payable within 5 Business Days after Council (or the representative member of any GST group of which the is a member) has received the benefit of that input tax credit; and
- (c) in any other case, the GST Amount is payable at the same time as any other consideration is to be first provided for that supply; and
- (d) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause

25.6. Variation

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 26.5 and clause 26.7), varies from the additional amount paid by the Recipient under clause 26.5, then the

Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 26.6(a) is deemed to be a payment, credit or refund of the GST Amount payable under clause

- (b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this Agreement as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

25.7. Exchange of non-monetary consideration

- (a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 26.5 applies is a taxable supply made by the Recipient (the "**Recipient Supply**"), the GST Amount that would be otherwise be payable by the Recipient to the Supplier in accordance with clause 26.5 shall:
 - I. if the Supplier is Council, be reduced by the amount of the input tax credit (if any) to which Council (or the representative member of any GST group of which the Council, in any capacity, is a member) is entitled in relation to Council's acquisition of the Recipient Supply; and
 - II. in any other case, be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
- (b) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 26.5 (or the time at which such GST Amount would have been payable in accordance with clause 26.5 but for the operation of clause 26.7(a)).

25.8. No merger

This clause will not merge on completion or termination of this Agreement.

THE FIRST SCHEDULE – SECTION 93F REQUIREMENTS

SUBJECT and SUB-SECTION OF THE ACT	THE PLANNING AGREEMENT
<p>Planning instrument and/or Development Application - (Section 93F(1)) The Landowner has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) Yes</p> <p>(b) Yes</p> <p>(c) No</p>
<p>Description of the land to which the Planning Agreement applies - (Section 93F(3)(a))</p>	<p>The whole of the Land</p>
<p>Description of change to the environmental planning instrument to which the Planning Agreement applies - (Section 93F(3)(b))</p>	<p>The Amended LEP.</p>
<p>The scope, timing and manner of delivery of contribution required by the Planning Agreement - (Section 93F(3)(c))</p>	<p>The Second Schedule</p>
<p>Applicability of section 94 of the Act - (Section 93F(3)(d))</p>	<p>The application of section 94 of the Act is not excluded.</p>
<p>Applicability of section 94A of the Act - (Section 93F(3)(d))</p>	<p>The application of section 94A of the Act is not excluded.</p>
<p>Applicability of section 94EF of the Act - (Section 93F(3)(d))</p>	<p>The application of section 94EF of the Act is not excluded.</p>
<p>Consideration of benefits under this Agreement if section 94 applies (Section 93F(3)(e))</p>	<p>N/A</p>
<p>Mechanism for dispute resolution - (Section 93F(3)(f))</p>	<p>See clause 10.</p>
<p>Enforcement of the Planning Agreement - (Section 93F(3)(g))</p>	<p>See clause 5.</p>
<p>Registration of the Planning Agreement - (Section 93F(3)(g)) The Parties agree that the Planning Agreement will be registered in accordance with clause</p>	<p>Yes</p>
<p>No obligation to grant consent or exercise functions - (Section 93F(9))</p>	<p>No obligation. See clause 19</p>

THE SECOND SCHEDULE – THE PROVISION

(1) Landscaping Works

It is agreed that the Landowner will provide to Council a landscaping plan that is to be approved by Council prior to the lodgement of the Development Application, in relation to any further development on the Land pursuant to a Development Consent relating to the Proposed Development and in this regard it is agreed as follows:

- (a) *The aim of the landscaping plan is to –*
- i) reduce the visual impact of the Proposed Development when viewed from Blackhead Road, the beaches, and surrounding villages (particularly Redhead). Planting should be provided both in front (to the north) of and behind (to the south) the development to soften the visual impact of the buildings against the backdrop of the grassed hills.
 - ii) include indigenous species that complement the existing bushland within and adjoining the site to encourage native fauna (e.g. koalas, nectar feeders). The proposed species should be consistent with the Hallidays Point Habitat Study.
- (b) *As a minimum the landscaping plan must –*
- i) provide the maximum number of trees in the E3 zone, while still being in accordance with Appendix 5 of Planning for Bushfire Protection 2006. These trees are to be planted in random locations in preference to rows of trees to provide a more natural setting.
 - ii) provide and prepare garden beds that will ensure the longevity of the landscaping (e.g. remove building waste and compaction, adequately fertilise, mulch).
 - iii) provide a minimum of 1 advanced tree stock/100m² with a minimum pot diameter of 200mm (rocket pots or similar are preferred) to ensure the visual impact of the development is achieved as soon as possible.
 - iv) include a maintenance plan that ensures that the landscaping is maintained to achieve the objectives of the plan. In particular mechanisms need to be in place to ensure that should plants/trees be removed at a later date, they must be replaced with a similar plant species. Maintenance for the first 12 months must achieve a minimum of 80% survival rate with any losses above this number being replaced. The maintenance plan will include a minimum of three weed control visits in the first 12 months.
 - v) adequately provide for the ongoing maintenance of the landscaping within the village rules and the provision of services by the village operator.
- (c) *Landscaping area* - in which the Landscaping Works must be carried out pursuant to the Landscaping Plan is shown on Plan C attached to this Agreement. It is required that a condition of consent will be imposed requiring implementation of works to Council's satisfaction within three (3) months of completion of building work or prior to release of a Construction Certificate.

Execution

Executed by Greater Taree City Council

pursuant to resolution made on

in the presence of:


.....

Witness Signature

Richard Pamplin
of STCC
2 Pulling Street
TAREE NSW 2430

Witness Name & Address


.....
General Manager

Executed on behalf of the corporation named below
by the authorised person(s) whose signature(s)
appears(s) below pursuant to the authority specified.

Corporation: Halliday Shores Retirement Living Pty
Ltd

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:


.....

Name of authorised person: Mark Thomas Dixon

Office held: Director

Signature of authorised person:


.....

Name of authorised person: William Ron Dobler

Office held: Director

'A'

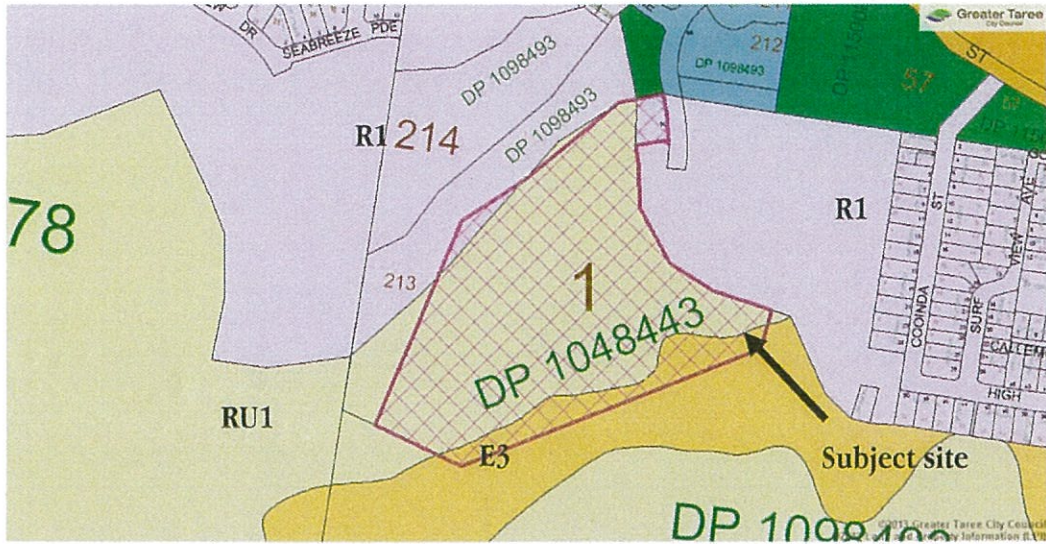


Figure 2: Current zoning of the subject site under the Greater Taree Local Environmental Plan 2010

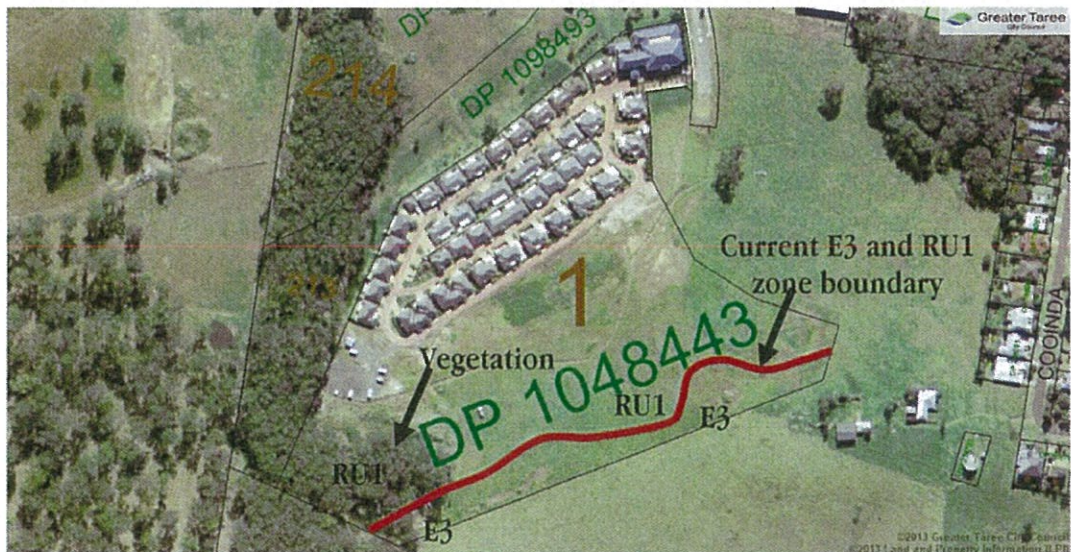


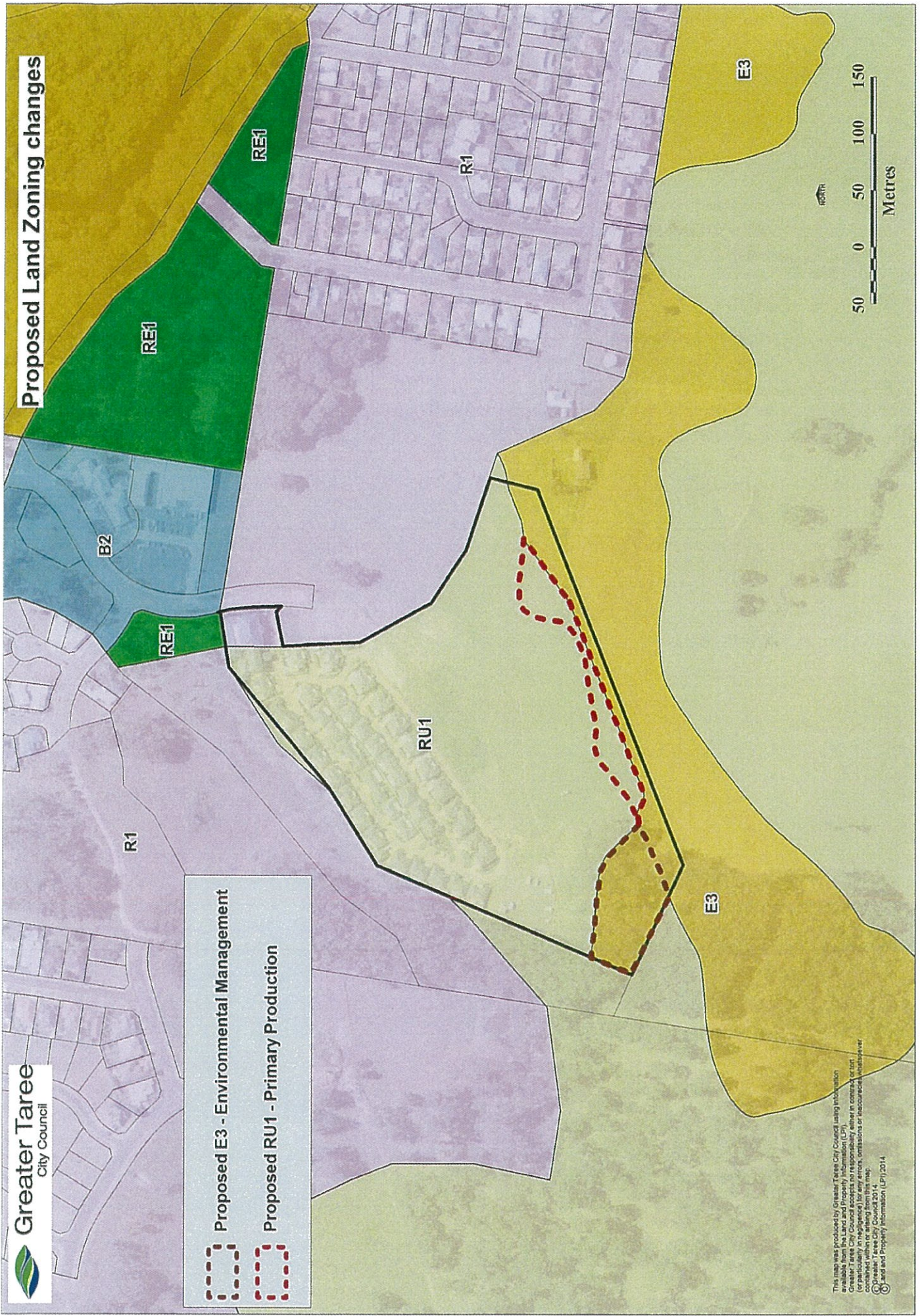
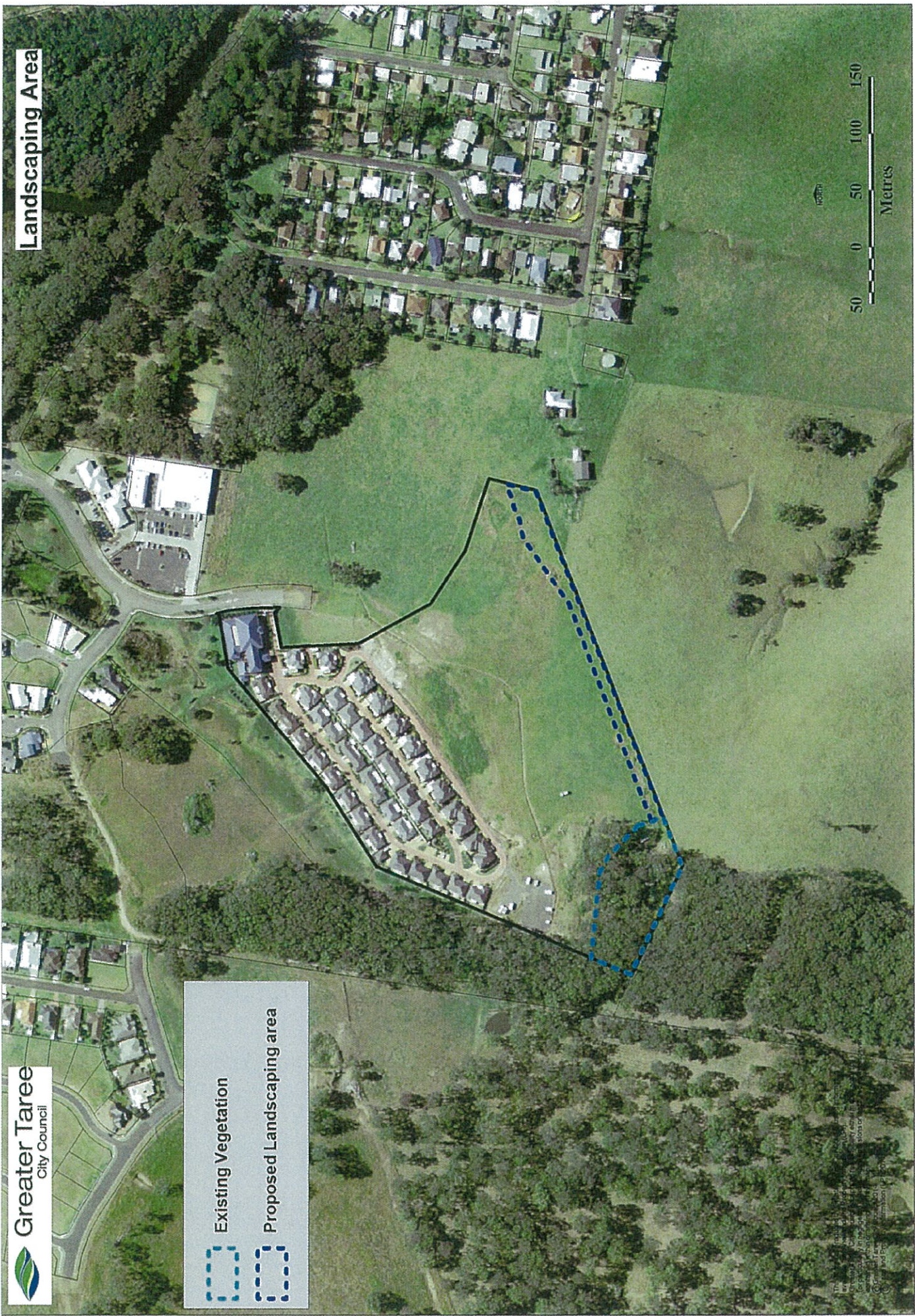


Figure 3: Vegetation in the Primary Production (RU1) and Environmental Management (E3) zones

 Proposed E3 - Environmental Management
 Proposed RU1 - Primary Production



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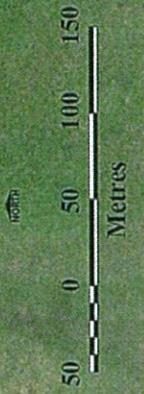


Landscaping Area

Greater Taree
City Council

Existing Vegetation

Proposed Landscaping area



The City of Greater Taree is a Council of Local Governments (CLG) under the Local Government Act 1995. The City of Greater Taree is a Council of Local Governments (CLG) under the Local Government Act 1995. The City of Greater Taree is a Council of Local Governments (CLG) under the Local Government Act 1995. The City of Greater Taree is a Council of Local Governments (CLG) under the Local Government Act 1995.