

Date: 27 February 2007
(being the date approved by
Great Lakes Council)

Planning Agreement

Seven Mile Beach Holdings Pty Ltd
Great Lakes Council

MinterEllison

LAWYERS

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Planning Agreement

Details	3
Agreed terms	4
1. Defined terms & interpretation	4
2. Planning agreement under the Act	6
3. Application of this Agreement	6
4. Operation of this Agreement	6
5. Development Contributions to be made under this agreement	7
6. Application of the Development Contributions	7
7. Application of s94 and s94A of the Act to the Application	7
8. Registration of this Agreement	7
9. Review of this Agreement	7
10. Dispute resolution	7
11. Enforcement - Security	8
12. Notices and other communications	8
13. Approvals and consent	9
14. Assignment and Dealings	9
15. Costs	9
16. Entire agreement	9
17. Further Acts	10
18. Governing Law and Jurisdiction	10
19. No fetter	10
20. Representations and warranties	10
21. Severability	10
22. Alteration	11
23. Waiver	11
24. GST	11
25. New Laws	12
Schedule 1 – Contributions Schedule (clause 5)	12
Schedule 2 – Draft Amendment No. 45 to Great Lakes LEP 1996	15
Signing page	16

Details

Date *8 March 2007*

Parties

Name **Seven Mile Beach Holdings Pty Ltd**
ABN ACN 112160719
Short form name **SMBH**
Notice details Level 2, Edgecliff Centre
203-233 New South Head Road
EDGECLIFF NSW 2027
Facsimile 02 93261057
Attention Robin Wise

Name **Great Lakes Council**
Short form name **Council**
Notice details Breese Parade
FORSTER NSW 2428
Facsimile 6591 7200
Attention Roger Busby

Background

- A SMBH has sought changes to the GLLEP the environmental planning instrument that applies to the land, to provide for increased development opportunities on parts of the land whilst at the same time affording protection to parts of the land that are of environmental value.
- B SMBH has offered to enter into this Agreement to make Development Contributions towards the Public Facilities if the changes are made to the GLLEP.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document the following definitions apply:

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

Application means the application for approval of the development under Part 3A of the Act by SMBH, or for development consent by the Council.

Approvals means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements issued by or on behalf of any Authority which are required by Law for the commencement, carrying out or use of the Works.

Authority means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body and includes, where applicable, an accredited certifier accredited under section 109T of the Act.

Business Day means:

- (a) for receiving a notice under clause 12, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is sent; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales, Australia.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Consent Authority means, in relation to the Application, the Authority having the function to determine the Application.

Contributions means the obligations imposed on SMBH (including the benefits to be provided by SMBH) under, and by virtue of Schedule 1 ("Contributions Schedule").

Contributions Schedule means the terms and conditions imposed on the relevant parties under, and by virtue of Schedule 1 ("Contributions Schedule").

DCP means "Development Control Plan No. 40 for Eco-Living Residential Development, The Lakes Way Seven Mile Beach, Lots 103, 142 and 179 DP 753168" adopted by Great Lakes Council.

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

Development, means the development of the Land for eco-living residential purposes.

Development Contribution means a monetary contribution or the provision of a material public benefit.

Dual Occupancy means a building containing two dwellings only.

Dwelling means a room or number of rooms occupied or used, or so constructed or adapted as to be capable of being occupied or used, as a separate domicile.

Dwelling-house means a dwelling which is the only dwelling erected on an allotment of land.

Dwelling-house Lot is a lot in a plan of subdivision of the Land or part of the Land, upon which a Dwelling-house or Dual Occupancy is capable of being erected in accordance with the DCP.

GLLEP means the Great Lakes Environmental Plan 1996 as amended from time to time

Gazettal means the publication in the NSW Government Gazette of a notice by the Minister administering the Environmental Planning and Assessment Act 1979 notifying the making of a local environmental plan in substantially the same terms as the draft local environmental plan in Schedule 2 hereto, so as to amend the GLLEP.

GST has the same meaning as in the GST Law.

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 Lots 103, 142 and 178 DP 753168 known as The Lakes Way, Forster.

Law means:

- (a) the common law including principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority,

presently applying or as they may apply in the future.

LEADR means LEADR, Association of Dispute Resolvers located at Level 9, 15 - 17 Young Street Sydney, NSW, 2000.

Minister means the Minister administering Part 3A of the Act.

New Law means a Law that is amended, varied or changed or a new Law either of which comes into force on or after the date of this planning agreement.

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

Public Facilities means the facilities referred to in Schedule 1.

Residential Flat Lot is a lot in a plan of subdivision of the Land or part of the Land, upon which a Residential Flat Building is capable of being erected in accordance with the DCP.

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

Residential Flat Building means a building containing three or more dwellings.

Subdivision certificate means a subdivision certificate issued under Part 4A of the Act.

Works means any works approved in the Approval granted by the Minister under Part 3A of the Act or in a notice of determination issued under the Act by the Council.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;

- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) any schedules and attachments form part of this agreement;
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (p) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Planning agreement under the Act

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

3. Application of this Agreement

This planning agreement applies to the Land.

4. Operation of this Agreement

This planning agreement operates from the date of Gazettal. However if Gazettal does not occur within 12 months from the date of this agreement, either party may rescind this agreement.

5. Development Contributions to be made under this agreement

- (a) The nature and extent of the provisions to be made by SMBH under this agreement is the payment of monetary contributions to and the carrying out of works as material public benefits for the Council as set out in Schedule 1 hereto.
- (b) The times by which the provisions are to be made are also set out in Schedule 1.
- (c) Obligations to be performed by or on behalf of SMBH by this agreement shall be performed at no cost to the Council.

6. Application of the Development Contributions

The Council will apply the monetary Contributions made under this agreement for the public purposes set out in Schedule 1 in a reasonable time.

7. Application of s94 and s94A of the Act to the Application

This agreement does not exclude the operation of section 94, 94A or 94EF to all development of the land subsequent to the date of Gazettal. However, benefits under this agreement are to be taken into consideration in determining a development application under section 94 of the Act.

8. Registration of this Agreement

- (a) The parties shall do all things reasonably necessary to enable the Council to obtain registration of this planning agreement under section 93H of the Act by the Registrar-General such that on registration of this planning agreement, the Registrar-General will have, made an entry in the relevant Folios of the Register kept under the *Real Property Act 1990* in relation to the Land.
- (b) When SMBH makes a Development Contribution in accordance with this planning agreement, Council will within 28 days provide written notification to SMBH that contains the following:
 - (i) a statement to the effect that the particular Development Contribution has been satisfied;
 - (ii) the details of the Development Contribution made by SMBH;
 - (iii) a release to SMBH (and its successors) of its particular obligation under the planning agreement to the extent that it has been satisfied by the Development Contribution made by SMBH.

9. Review of this Agreement

This planning agreement may be reviewed or modified by the agreement of the parties using their best endeavours and acting in good faith.

10. Dispute resolution

10.1 No arbitration or court proceedings

If a dispute arises out of this planning agreement (**Dispute**), a party must comply with this clause 10 before starting arbitration or court proceedings (except proceedings for interlocutory relief).

10.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

10.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 10.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts to resolve the Dispute. If the parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

10.4 Appointment of mediator

If the parties to the Dispute cannot agree on a mediator within seven days after a request under clause 10.3, the chairman of LEADR or the chairman's nominee will appoint a mediator.

10.5 Role of mediator

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a party to the Dispute except if the party agrees in writing.

10.6 Confidentiality

Any information or documents disclosed by a party under this clause 10:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute whether by mutual agreement, mediation, arbitration or litigation.

10.7 Costs

Each party to a Dispute must pay its own costs of complying with this clause 10. The parties to the Dispute must equally pay the costs of any mediator.

10.8 Termination of Process

A party to a Dispute may terminate the dispute resolution process by giving notice to each other after it has complied with clauses 10.1 to 10.3. Clauses 10.6 and 10.7 survive termination of the dispute resolution process.

10.9 Breach of this clause

If a party to a Dispute breaches clauses 10.1 to 10.8, the other parties to the Dispute do not have to comply with those clauses in relation to the Dispute.

11. Enforcement - Security

Prior to the issue of the first Construction Certificate following the Gazettal SMBH will provide to the Council a bank guarantee in the amount of \$ 40,000.00 as security for the performance of SMBH's obligations under this Agreement.

12. Notices and other communications

12.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and

- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

12.2 Effective on receipt

A Notice given in accordance with clause 12.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting.
- (c) if sent by facsimile, on the first Business Day after the day when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless prior to that first Business Day after the transmission, the recipient informs the sender that it has not received the entire Notice,

13. Approvals and consent

The parties acknowledge that:

- (a) except as otherwise set out in this planning agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this planning agreement in that Party's absolute discretion and subject to any conditions determined by the Party;
- (b) a Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions; and
- (c) this planning agreement does not impose any obligation on a Consent Authority to:
 - (i) grant an approval under the Act; or
 - (ii) exercise any function under the Act in relation to a change in an environmental planning instrument.

14. Assignment and Dealings

A party must not assign this planning agreement or any right under this planning agreement without the prior written consent of the other party which must not be unreasonably withheld.

15. Costs

Each party must bear its own costs of preparing and executing this planning agreement.

16. Entire agreement

This agreement, including its schedules and annexures:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

17. 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.

18. 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 bases.

19. No fetter

Nothing in this planning 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 planning agreement and comply with their obligations under the planning agreement and that entry into this planning agreement will not result in the breach of any law.

21. Severability

- (a) The parties acknowledge that under and by virtue of section 93F(4) of the Act, any provision of this planning agreement is not invalid by reason only that there is no connection between the development the subject of the Application and the object of the expenditure of any money required to be paid by that provision.
- (b) The parties acknowledge that under and by virtue of section 93F(10) of the Act, any provision of this planning agreement is void to the extent to which it requires or allows anything to be done that, when done, would breach:
 - (i) any provision of the Act; or
 - (ii) the provisions of an environmental planning instrument; or
 - (iii) a development consent or Approval applying to the Land.
- (c) The parties agree that a construction of this agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result.
- (d) If, despite the application of clause 21(c), a provision of this agreement is illegal or unenforceable:
 - (i) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed; and
 - (ii) in any other case, the whole provision is severed,
and the remainder of this agreement continues in force.

22. Alteration

This agreement may be altered only in writing signed by each party.

23. Waiver

23.1 Failure to perform

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to claim damages for breach of that obligation; and
- (b) at any other time to require performance of that or any other obligation under this agreement,

unless written notice to that effect is given in accordance with clause 12.

23.2 Waiver

Waiver of any provision of or right under this agreement:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

24. GST

24.1 Interpretation

Words or expressions used in this clause 24 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ('**GST Act**') have the same meaning in this clause.

24.2 GST gross-up

Subject to clause 24.3, if GST is payable on any supply made under or in connection with this agreement, the recipient of that supply must pay to the supplier, an additional amount equal to the GST payable on that supply provided that no additional amount is payable under this clause until the supplier issues a tax invoice to the recipient for the supply.

24.3 Division 81 and Division 82 of the GST Act

If this planning agreement becomes operative and effective in accordance with clause 4, the parties agree to co-operate to determine whether Division 81 or Division 82 of the GST Act applies to any supplies or payments made under this agreement.

24.4 Reimbursements (net down)

If a payment to a party under this planning agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled on its acquisition of the taxable supply to which that loss, cost or expense relates.

25. New Laws

If SMBH is obliged by a New Law to do something or pay an amount which it is already contractually obliged to do or pay under this planning agreement then, to the extent only that the relevant obligation is required under both the New Law and this planning agreement, compliance with the New Law will constitute compliance with the relevant obligation under this planning agreement.

Schedule 1– Contributions Schedule (clause 5)

1. SMBH's contributions

1.1 Monetary Contributions

- (a) Subject to this clause, the monetary contributions to be paid by SMBH to the Council are set out in the Table below.

TABLE

Public Purpose Items	Rate	Estimated Contributions	Timing for payment
1.Forster Aquatic Centre	\$111.39 per person ('pp')	\$79,744.10	For each Dwelling-house Lot, prior to the issue of a subdivision certificate for the plan of subdivision containing that lot.
2.Surf life saving equipment at Forster	\$27.13 pp	\$19,422.37	
3.Library stock	\$43.11 pp	\$30,862.45	
4.Library services	\$414.21 pp	\$296,532.94	
5.Rural fire fighting facilities	\$519.92 pp	\$372,210.73	For each Residential Flat Lot, prior to the issue of a subdivision certificate for the plan of subdivision containing that lot.
6.Contributions Plan administration	\$47.19 pp	\$33,783.32	
7.Contributions Plan preparation	\$0.38 pp	\$272.04	
8.Council headquarters	\$180.34 pp	\$129,105.41	For each Dwelling in a Dual Occupancy and Residential Flat Building prior to the issue of a Construction Certificate for that
9.Open Space Acquisition and Embellishment	\$545.04pp	\$390,198.91	
10.Roads	\$456.43 per trip	\$1,088,585.55	
11.Additional Community projects	\$3,154.57 per Dwelling-house Lot, Residential Flat Lot, or Dwelling in a Residential Flat Building	\$1,000,000.00	

	and Dwelling in a Dual Occupancy.		building.
TOTAL:	\$[1,352,132.26] pp + \$[1,000,000.00] per lot + \$[1,088,585.55] per trip	\$3,440,717.81	

(b) The contribution rates set out above apply to the year 2006-07 only.

The rates are to be re-calculated on 1 July each year thereafter in accordance with the following formula:

$$\begin{array}{l} \text{Revised Rate for the particular} \\ \text{Item in the above table} \end{array} = \begin{array}{l} \text{Rate shown in the above table} \\ = \end{array} \times \frac{\text{CPI 2}}{\text{CPI 1}}$$

where

CPI 1 is the All Groups Consumer Price Index, weighted average of 8 capital cities for December quarter 2005, being 150.6.

CPI 2 is the All Groups Consumer Price Index, weighted average of 8 capital cities for the December quarter preceding 1 July in the year in which the rate is being re-calculated.

(c) To ascertain each amount payable by SMBH to the Council in respect of Items 1-9 inclusive in the above table, the relevant per person rate (revised if necessary under clause (b) above) referred to in each Item is to be multiplied by the number of persons deemed to be generated by the Dwelling-house Lot, Residential Flat Lot, Dwellings in the Dual Occupancy or dwellings in the Residential Flat Building (as the case may be) as follows:

- (i) Dwelling-house Lot and Residential Flat Lot each generates 2.4 persons
- (ii) 1 bedroom Dwelling generates 1.3 persons (not being a dwelling in a Dwelling-house)
- (iii) 2 bedroom Dwelling generates 1.8 persons, (not being a dwelling in a Dwelling-house) and
- (iv) 3 and 4 bedroom Dwelling generates 2.2 persons (not being a dwelling in a Dwelling-house).

For example, in respect of Item 1 in the table, the amount payable in respect of the Forster Aquatic Centre Contribution for a Dwelling-house Lot is to be ascertained by multiplying the rate of \$111.39 by 2.4 to arrive at an amount of \$267.34, if the contribution is payable in the year 1 July 2006 - 30 June 2007.

(d) The amount payable under Item 10 of the table is to be calculated by multiplying the rate (revised if necessary under clause (b) above) by 9 for each Dwelling-house Lot, by 9 for each Residential Flat Lot and by 5 for each dwelling in a Residential Flat Building or Dual Occupancy.

- (e) The 'Estimated Contributions' shown in the table are indicative only and are to be adjusted according to the actual number of Dwelling-house Lots, Residential Flat Lots, Dual Occupancies and Residential Flat Buildings, any requirement to re-calculate the particular rate as set out above.
- (f) Monetary contributions are payable both for
 - (i) a Residential Flat Lot and each Dwelling to be contained in the Residential Flat Building proposed to be erected on that Residential Flat Lot.
 - (ii) a Dwelling-house Lot and a Dual Occupancy proposed to be erected on that Dwelling-house Lot.

However,

(iii) the amount payable for each Residential Flat Building shall be reduced by the amount paid by the Developer prior to the issue of the subdivision certificate for the Residential Flat Lot upon which the Residential Flat Building is proposed to be erected; and

(iv) the amount payable for each Dual Occupancy shall be reduced by the amount paid by the Developer prior to the issue of the subdivision certificate for the Dwelling-house Lot upon which the Dual Occupancy is proposed to be erected

1.2 Material public benefit

SMBH will provide the following material public benefits:

Public purpose	Works	Timing
Stormwater drainage	Construction of additional cell to existing stormwater culvert immediately to the north of the land on The Lakes Way in accordance with the plans and specifications to be approved by the Council.	Before the issue of a subdivision certificate for the first subdivision of the whole or any part of the Land.
Public road intersection and round about	Construction of a three way single lane roundabout on The Lakes Way at the proposed entrance to the land in accordance with the plans and specifications to be approved by the Council.	Before the issue of a subdivision certificate for the first subdivision of the whole or any part of the Land

Schedule 2 –Amendment No. 45 to Great Lakes Local Environmental Plan 1996

Department of Planning



New South Wales

Great Lakes Local Environmental Plan 1996 (Amendment No 45)

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (N04/00044/S69)

FRANK SARTOR, M.P.,
Minister for Planning

Clause 1 Great Lakes Local Environmental Plan 1996 (Amendment No 45)

Great Lakes Local Environmental Plan 1996 (Amendment No 45)

under the

Environmental Planning and Assessment Act 1979

1 Name of plan

This plan is *Great Lakes Local Environmental Plan 1996 (Amendment No 45)*.

2 Aims of plan

The aims of this plan are:

- (a) to provide for the development of certain land at Seven Mile Beach that is consistent with the integration of natural and developed landscape and conservation values attributed to the land, and
- (b) to direct the future use of certain land at Seven Mile Beach in a manner that ensures sensitivity to the physical, social and natural environmental values, and the environmental heritage, of the land, and
- (c) to achieve ecological sustainability through a harmonious integration between the natural and developed landscape, and
- (d) in recognition of aims set out in paragraphs (a) to (c), to rezone the land from Zone No 1 (c) (Future Urban Investigation Zone) to a proposed new Zone 2 (g) (Environmental Living and Low-Impact Development Zone) and to Zone No 7 (a1) (Environmental Protection Zone).

3 Land to which plan applies

This plan applies to Part Lots 103, 142 and 178 of DP 753168, as shown edged heavy black on the map marked "Great Lakes Local Environmental Plan 1996 (Amendment No 45)" deposited in the office of the Great Lakes Council.

4 Amendment of Great Lakes Local Environmental Plan 1996

Great Lakes Local Environmental Plan 1996 is amended as set out in Schedule 1.

Great Lakes Local Environmental Plan 1996 (Amendment No 45)

Amendments

Schedule 1

Schedule 1 Amendments

(Clause 4)

[1] Clause 7 What zones apply in this plan?

Insert after the matter relating to Zone No 2 (f):

Zone No 2 (g) (Environmental Living and Low-Impact Development Zone)

[2] Clause 8 Zone objectives and development control table

Insert after the matter relating to Zone No 2 (f) in the Table to the clause:

Zone No 2 (g) (Environmental Living and Low-Impact Development Zone)

1 What are the objectives of the zone?

The objectives of the zone are:

- (a) to provide for low-impact residential development in areas with special ecological, scientific or aesthetic values, and
- (b) to ensure that residential development does not have an adverse effect on those values, and
- (c) to provide for other types of low-impact development that complement and support the residential development and which do not have an adverse effect on the special ecological, scientific or aesthetic values of the land.

2 What is permitted without development consent?

Development for the purpose of:
environmental protection works.

3 What is permitted only with development consent?

Development for the purpose of:
advertisements; bushfire hazard reduction; carparks; child care centres; commercial premises; communication facilities; community facilities; convenience stores; dwelling-houses; entertainment facilities; environmental facilities; exhibition homes; hotels; medical centres; multiple dwellings; off-site promotional signs; recreation areas; recreation facilities; residential flat buildings;

Great Lakes Local Environmental Plan 1996 (Amendment No 45)

Schedule 1 Amendments

restaurants; roads; serviced apartments; shops; tourist facilities; utility installations.

4 What is prohibited?

Any development not included in Item 2 or 3.

[3] Clause 32 Specific developments

Insert at the end of the Table to the clause:

5 Development at Seven Mile Beach, The Lakes Way, Forster

- (1) This clause applies to Part Lots 103, 142 and 178 DP 753168 at The Lakes Way, Forsters as shown edged heavy black on the map marked "Great Lakes Local Environment Plan 1996 (Amendment No 45)".
- (2) The Council must not grant consent to development on land to which this clause applies unless the gross floor area (excluding pedestrian walkways, colonnades, balconies, decks and carparks) of all buildings on the land proposed to be used for shops and commercial premises will not exceed 1,000 square metres.
- (3) The Council may grant consent to the subdivision of the land only if the Council is satisfied that:
 - (a) adequate measures are to be implemented to achieve the preservation and management of biological diversity on, and ecological integrity of, the land, and
 - (b) adequate measures are to be implemented to achieve the protection and management of significant habitat, including that used by threatened species, for conservation purposes, and
 - (c) adequate measures are to be implemented to facilitate fauna movement within and through the land, and
 - (d) adequate measures are to be implemented to protect the land from bush fire while not unreasonably compromising the ecological values of the land, and
 - (e) adequate controls are to be implemented that:
 - (i) ensure that the buildings on each lot respect the natural features of the land by utilising designs that minimise tree removal and by the use of colours and materials that reflect the surrounding environment, and

Great Lakes Local Environmental Plan 1996 (Amendment No 45)

Amendments

Schedule 1

-
- (ii) reflect a unified design theme for the land whilst providing for differences in character on a precinct basis, and
 - (f) mechanisms are in place (including funding, monitoring, and auditing mechanisms) to ensure the ongoing implementation and effectiveness of the measures and controls referred to in paragraphs (a)–(e).
- (4) In considering whether to grant consent to development on the land to which this clause applies, the Council must have regard to the following:
- (a) the capability of the land for the proposed development,
 - (b) the protection of significant vegetation and habitats,
 - (c) the facilitation of fauna movement within and through the land,
 - (d) the protection of the scenic attributes of the land,
 - (e) the protection of the development from bushfire while not unreasonably compromising the ecological values of the land,
 - (f) any controls that are in place in accordance with subclause (3) (e).
- (5) Despite any other provision of this plan, the Council must not grant consent to any subdivision for residential purposes of the land to which this clause applies unless the Council is satisfied that any building to be erected on a lot created by the subdivision will comply with any controls that are in place in accordance with subclause (3) (e).

[4] Dictionary

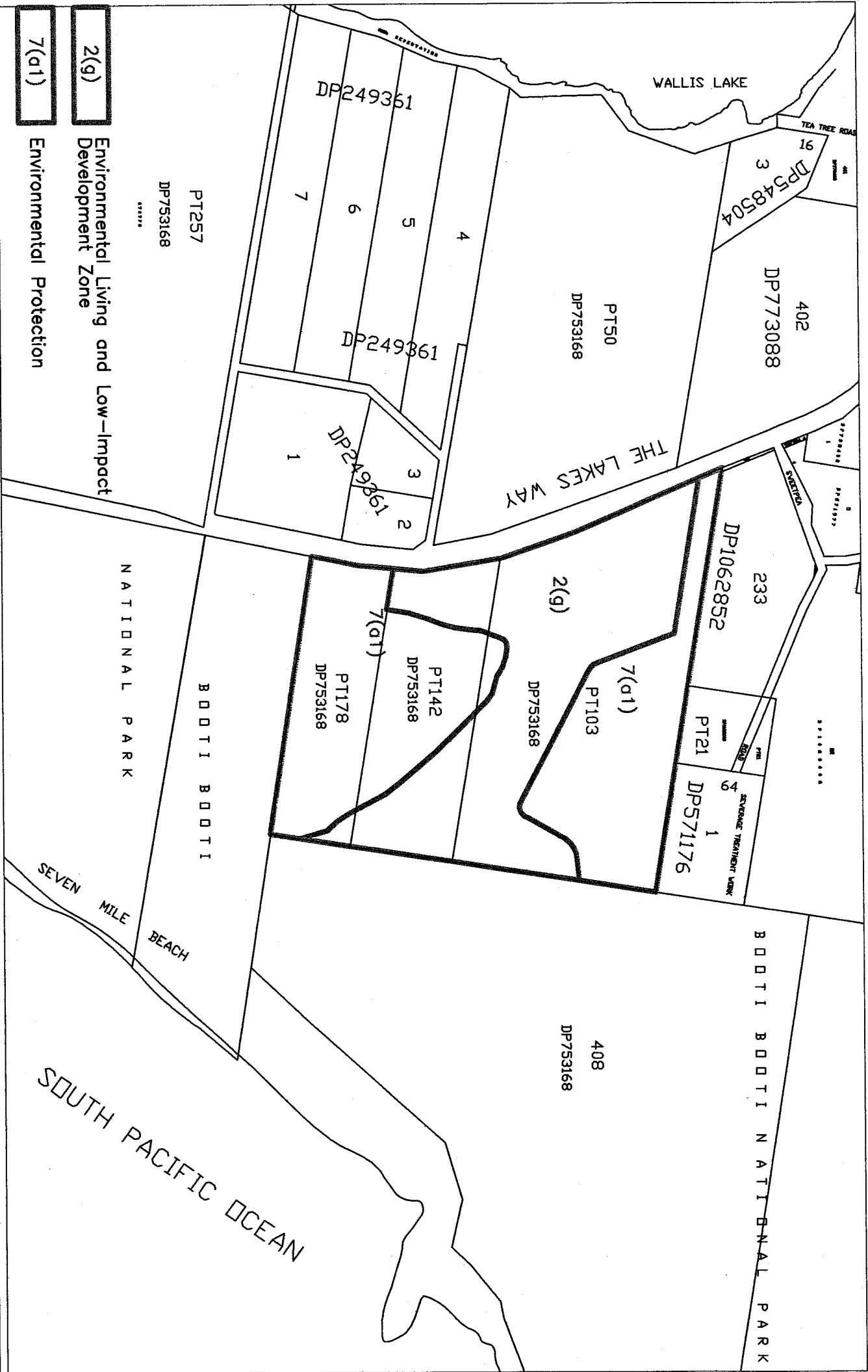
Insert in alphabetical order:

Environmental protection works means works associated with the rehabilitation of land towards its natural state or any other work to protect land from environmental degradation, and includes bush regeneration works, wetland protection works, erosion protection works, dune restoration works and the like.

[5] Dictionary, definition of "Map"

Insert in appropriate order:

Great Lakes Local Environmental Plan 1996 (Amendment No 45)



7(a1)
2(g)
7(a1)

Environmental Living and Low-Impact Development Zone
Environmental Protection

SCALE: 1:8000

DRAWN BY	H.Z.	DATE	SEPT. 2005
PLANNING	A.C.	DATE	SEPT. 2005
CONTROL	SP-LEP-45	AMENDED	
FILE No.			
DEPT FILE No.			
PUBLISHED IN GOV. GAZ. NO. 33 DATED 23/02/2007			

ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979
GREAT LAKES COUNCIL
AMENDMENT No 45
of LOCAL ENVIRONMENTAL PLAN 1996

LOCALITY
FORSTER - SOUTH
PARISH OF FORSTER
COUNTY OF GLOUCESTER

STATEMENT OF RELATIONSHIP WITH OTHER PLANS
AMENDS GREAT LAKES L.E.P. 1996
CERTIFIED IN ACCORDANCE WITH THE ENVIRONMENTAL PLANNING ASSESSMENT ACT 1979 AND REGULATIONS
GENERAL MANAGER
DATE

Signing page

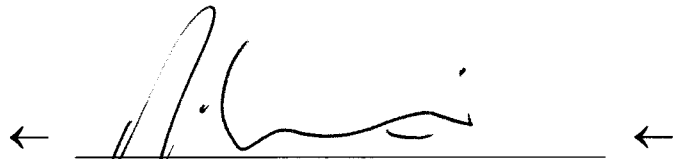
EXECUTED as an agreement.

Executed by SEVEN MILE BEACH HOLDINGS PTY LIMITED



Signature of director

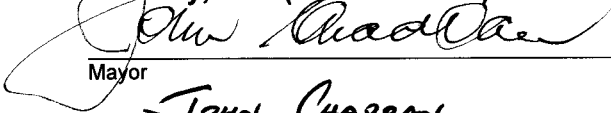
Bruce P. Porter.
Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

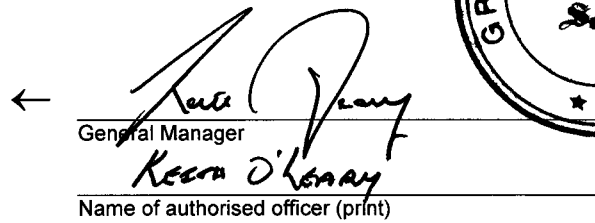
Robin F. C. Wise.
Name of director/company secretary (print)

The Common Seal of GREAT LAKES COUNCIL was herto affixed in pursuance of a resolution of Council dated 27 February, 2007 (Minute No. 318)



Mayor

JOHN CHABBAN
Name of authorised officer (print)



General Manager

Keena O'Leary
Name of authorised officer (print)

