

Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

HANSON CONSTRUCTION MATERIALS PTY LIMITED

**MINISTER ADMINISTERING THE *ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT 1979***

Dated [insert date]



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PLANNING AGREEMENT

Parties

Hanson Construction Materials Pty Limited of Level 6, 35 Clarence Street, Sydney, New South Wales, 2000 (**Developer**)

The Minister Administering the *Environmental Planning & Assessment Act 1979 (NSW)* of Level 34, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 (**Minister**)

Background

- A The Developer owns the Land.
- B The Land is currently used for the purposes set out in clause 2.6.1 of the Concept Plan.
- C The Developer wishes to carry out the Development on the Land.
- D The Development involves the reconfiguration of the historic and existing industrial uses and operations on the Land.
- E The Development is a project to which Part 3A of the Act applies.
- F Pursuant to s75M of the Act, the Minister has authorised the Developer to submit the Concept Plan for the Development.
- G The Developer is prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

Operative provisions

1 Definitions and interpretation

- 1.1 In this Agreement the following definitions apply:

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



Compliance Certificate means a compliance certificate within the meaning of s109C(1)(a)(i) of the Act.

Construction Certificate means a construction certificate within the meaning of s109C(1)(b) of the Act.

Concept Plan means the Concept Plan Application prepared by Planning Workshop for the Developer relating to the Land, which was lodged with the Minister on 17 November 2006.

Council means Blacktown City Council.

Development means the development specified or described in Schedule 2.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for or applied towards a public purpose.

Final Occupation Certificate means a final occupation certificate within the meaning of s109H(1A)(b) of the Act.

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.

Internal Road means the road marked 'Possible Future Standard Collector Road' on the Site Detail Plan.

Land means the land specified or described in Schedule 1.

New Detention Basin means the proposed 'New Sedimentation Dam/Basin' shown on the Site Detail Plan.

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

Planning Agreement means the provisions of this Agreement under which the Developer is required to make Development Contributions in connection with the carrying out of the Development and any other provision that is incidental to such a provision.



Precinct Plan means the document titled *State Environmental Planning Policy No.59 – Central Western Sydney Economic and Employment Area, Employment Lands Precinct Plan, Eastern Creek Precinct (Stage 3)*, prepared by Blacktown City Council and dated 14 December 2005.

Provision in relation to the making of a Development Contribution, means the Developer's provision under this Agreement.

Public Facility means a public amenity, a public service, a public facility, public land, public infrastructure, a public road, a public work, or any other act, matter or thing that meets a Public Purpose.

Public Purpose means any purpose that benefits the public or a section of the public, including but not limited to a purpose specified in s93F(2) of the Act.

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

Site Detail Plan means the plan which is Appendix A.

Work means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Agreement.

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, annexure or attachment is a reference to a clause, part, schedule, annexure 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 a gender denotes the other gender.
- (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, appendices and attachments form part of this Agreement.

2 Application of this Agreement

This Agreement applies to the Development on the Land.



3 Status of this Agreement

- 3.1 Until the Planning Agreement operates, this document constitutes the Developer's irrevocable offer to enter into the Planning Agreement if approval is given under the Act to the carrying out of the Development.
- 3.2 The Planning Agreement operates only if:
 - (a) the carrying out of the Development is subject to a condition of a kind referred to in s93I(3) of the Act requiring this Planning Agreement to be entered into, and
 - (b) the Planning Agreement is entered into as required by clause 25C(1) of the Regulation.

4 Further Agreements Relating to this Agreement

- 4.1 The Parties may, at any time, enter into such other agreements relating to any matter the subject of this Agreement that they consider are necessary or desirable in order to give effect to this Agreement.
- 4.2 An agreement referred to in clause 4.1 is not to be inconsistent with this Agreement.
- 4.3 Without limiting clause 4.1, an agreement may relate to:
 - (a) the particulars of any public facility required by this Agreement to be made available for a public purpose,
 - (b) the location at which a public facility is to be provided and the time at which and the manner in which it will be made available,
 - (c) the particulars of any work required by this Agreement to be undertaken by the Developer, and
 - (d) the time at which and the manner in which a work is to be handed over to the Council.

5 Application of s94 and s94A of the Act to the Development



- 5.1 This Agreement excludes the application of s94 and s94A of the Act to the Development.

6 Contribution to M7 and regional road network

- 6.1 The parties agree that no Development Contribution towards the Westlink M7 Motorway or the regional road network is required in relation to the Development as:
 - 6.1.1 there is no nexus between the Development and the need for additional road transport infrastructure in the region; and
 - 6.1.2 the Developer has offered to make significant Development Contributions pursuant to clauses 7 and 8 of this Agreement.

7 Stormwater Drainage Work

- 7.1 The Developer is to construct, at its own cost, the New Detention Basin:
 - 7.1.1 in accordance with any design standards and technical specifications notified by the Minister or, with the Minister's consent, by the Council, to the Developer, in relation to the New Detention Basin, and
 - 7.1.2 so that it is completed no later than the date of issue of the Final Occupation Certificate in respect of the Development.
- 7.2 The Developer, at its own cost, is to manage and maintain to an operational standard the existing water quality basin located on the Land until the New Detention Basin has been completed in accordance with clause 7.1.
- 7.3 Upon the completion of the New Detention Basin, the Developer may, at its own cost, and subject to compliance with the Act, carry out Work for the purpose of removing the existing water quality basin.

8 Road Work

- 8.1 The Developer will design and construct the Internal Road, at its own cost, in accordance with the requirements of any approval granted by the Minister under Part 3A of the Act, or any Construction Certificate relating to the construction of the Internal Road.



- 8.2 If the Council determines that the Internal Road shall be the standard collector road servicing the Land to the exclusion of that shown in the Precinct Plan, the Developer will widen the Internal Road so that it meets the specifications for a 'standard collector road' in the Precinct Plan and will dedicate the land comprising the Internal Road to the Council.
- 8.3 The land referred to in clause 8.2 shall be dedicated to Council , free of cost, on the date determined in accordance with clause 10.3 and clause 12.2 of this Agreement.
- 8.4 If the Council determines that the standard collector road servicing the Land is to be that shown in the Precinct Plan, then the Developer will dedicate that part of the Land required for the route of that road to the Council, free of cost, provided that the Developer is paid compensation equal to the amount to which the Developer would be entitled under the *Land Acquisition (Just Terms Compensation) Act 1991* upon the compulsory acquisition of that land, less the market value of that land.

9 Determination of Value

- 9.1 For the purposes of this Agreement, the value of a Development Contribution required to be made under this Agreement is to be determined as follows:
- (a) where the Development Contribution is in the form of a monetary contribution, the value is the dollar value of the monetary contribution,
 - (b) where the Development Contribution is in the form of the dedication of land, other than the dedication of land pursuant to clause 8.4, the value is the estimated amount of compensation to which the Developer would be entitled under the *Land Acquisition (Just Terms Compensation) Act 1991* upon the compulsory acquisition of the land,
 - (c) where the Development Contribution is in the form of Works, the value is the estimated value of the completed works determined using the method that would be adopted by a suitably qualified quantity surveyor, and all costs associated with the provision of the completed works including the costs



of design, project management, consultants and any fees and charges incurred by the Developer, and

- (d) where the Development Contribution is one to which paragraph (a), (b) or (c) of this clause does not apply, the value is the dollar amount as agreed between the Parties.

- 9.2 The value of the Development Contribution required to be made under clause 8.4 is the market value of the land to be dedicated under that clause.

10 Dedication of Land

- 10.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer title to the land to the Council when registered.
- 10.2 To allow for the registration of an instrument of transfer referred to in clause 10.1, the Developer:
 - (a) is to produce to the Land Titles Office the certificate of title to land to be dedicated under this Agreement or a direction allowing the certificate of title to be used for that purpose, and
 - (b) is to give the Council an irrevocable undertaking to deliver to the Council the certificate of title if that certificate is released to the Developer by the Land Titles Office.
- 10.3 Where the Developer is required by this Agreement to carry out any Work on land that is also required to be dedicated to the Council under this Agreement, the land is to be dedicated at the same time as the Work is required, in accordance with clause 12.2, to be handed-over to the Council.

11 Carrying Out of Work

A Development Contribution comprising the carrying out of a Work is made for the purposes of this Agreement when it is completed in accordance with clause 12.2 (if the work is not to be handed-over to Council) or, otherwise, when it is handed-over to the Council in accordance with clause 12.2.



12 Hand-over of Work

- 12.1 When the Developer considers that Work required by this Agreement to be carried out by it is complete, the Developer may give to the Council a Compliance Certificate relating to the Work.
- 12.2 The Developer is to hand-over to the Council Work that is the subject of a Compliance Certificate, and required by this Agreement to be handed over to Council, within 14 days of the date on which the Developer gives a copy of the Compliance Certificate to Council.

13 No Registration of this Agreement

The Parties agree not to register this Agreement under s93H of the Act.

14 Review of this Agreement

- 14.1 The Parties, acting in good faith and using their best endeavours, agree to review this Agreement every 3 years, and otherwise if either party is of the opinion that any change of circumstance has occurred that materially affects the operation of this Agreement.
- 14.2 For the purposes of clause 14.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits, or enables the Minister, the Council or any other planning authority to restrict or prohibit, any aspect of the Development.

15 Dispute Resolution

- 15.1 Should a dispute arise under this Agreement, the Parties shall firstly meet in an attempt to resolve the dispute.
- 15.2 If the dispute is not resolved within 28 days of the date that a Party first raises the issue about which there is a dispute, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales that are current at the time the dispute is mediated and must request



the President of the Law Society, or the President's nominee, to select a mediator.

- 15.3 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

16 Security for Performance

- 16.1 The Developer is not to commence the development unless it has given to the Minister or, if nominated by the Minister, the Council, an unconditional bank guarantee in an amount equal to the cost of the Work required by clause 8.2, determined in accordance with clause 9.
- 16.2 The party to whom the Developer provides the Bank Guarantee under clause 15.1 is to release the Bank Guarantee to the Developer upon the earlier of:
- 16.2.1 the completion of the Work required by clause 8.2 of this Agreement,
or
- 16.2.2 31 December 2008.

17 Enforcement

- 17.1 This Agreement may be enforced by either Party in any court of competent jurisdiction.
- 17.2 For the avoidance of doubt, nothing in this Agreement prevents:
- (a) a Party from bringing proceedings in a court of competent jurisdiction to enforce any aspect of this Agreement or any matter to which this Agreement relates,
 - (b) in addition, the Minister from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.



18 Notices

18.1 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 in Schedule 4.
- (b) Faxed to that Party at its fax number set out in Schedule 4.
- (c) Emailed to that Party at its email address set out in Schedule 4.

18.2 If a Party gives the other Party 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.

18.3 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.

18.4 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.

19 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.

20 Sale of the Land

20.1 The Developer is not to sell the Land or a part of the Land unless:

- (a) it has, at no cost to the Minister, first procured the execution by the person with whom it is dealing of a Deed in favour of the Minister in the form set out in Schedule 3,
- (b) the Minister, by notice in writing to the Developer, has stated that evidence satisfactory to the Minister has been produced by the Developer to show that the purchaser of the Land or part is reasonably capable of performing its obligations under the Deed set out in Schedule 3, and the Minister must act reasonably in determining whether the evidence produced is satisfactory, and
- (c) the Developer is not in breach of this Agreement.

21 Costs

The Parties agree to bear their own costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.

22 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.

23 Further acts



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

24 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.

25 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.

26 No fetter

Nothing in this Agreement shall be construed as requiring the Minister to do anything that would cause him to be in breach of any of his 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.

27 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.

28 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.

29 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.

30 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.

31 GST

- 31.1 Except as provided by clause 31.2, if any Party reasonably decides that it is liable to pay GST on a supply made to the other Party under this Agreement and the supply was not priced to include GST, then recipient of the supply must pay an additional amount equal to the GST on that supply.
- 31.2 If the Developer is or becomes liable to pay GST on a Development Contribution under this Agreement, the value of the Development Contribution shall be taken to include the value of the GST which the Developer is liable to pay.

32 Explanatory Note Relating to this Agreement

- 32.1 Appendix B contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.



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



Schedule 1

(Clause 1.1)

The Land

Lot 11 in DP558723, part lot 1 in DP400697 and part lot 2 in DP262213, as more particularly described in the Concept Plan.



Schedule 2

(Clause 1.1)

The Development

The development as described in the Concept Plan comprising:

- Boundary realignment;
- Stage 1:
 - Minor realignment of existing internal road in a southerly direction;
 - Demolition and relocation as may be required to accommodate proposed project;
 - Civil works to stabilize existing embankments;
 - Asphalt Plant, Emulsion Plant and Spray Seal Depot;
 - Concrete Recycling Plant;
 - Concrete Batching Plant;
 - Office and Laboratory;
 - Logistics Operation and Workshop; and
 - Ancillary Infrastructure including sedimentation basin; and
- Concrete masonry plant.



Schedule 3

(Clause 20)

DEED OF ADOPTION AND ACKNOWLEDGMENT

Parties

Hanson Construction Materials Pty Limited of Level 6, 35 Clarence Street, Sydney,
New South Wales, 2000(**Developer**)

**The Minister Administering the *Environmental Planning & Assessment Act*
1979 (NSW)** of Level 34, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000
(**Minister**)

Insert name of Purchaser of # (**Purchaser**)

Recitals

- A The Developer and the Minister are parties to the agreement, under which the Developer is not to sell any of the land the subject of the agreement without entering and procuring the purchaser to enter into a deed in this form.
- B The Developer wishes to sell to the Purchaser the Sale Land.

Operative Provisions

1 Interpretation

- 1.1 In this Deed the following definitions apply:



Agreement means the planning agreement dated ## insert date" 200##insert year" between the Developer and the Minister made pursuant to s93F of the *Environmental Planning and Assessment Act 1979*.

Assigned facilities means the facilities which are described in the second schedule to this deed.

Facilities means the Development Contributions to be provided by the Developer under the agreement.

Sale Land means the land described in the first schedule to this deed.

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

1.2.1 Words or expressions defined in the agreement bear the same meaning in this deed.

1.2.2 Words importing the singular include the plural and vice versa.

1.2.3 Words importing a gender include the other gender.

2 Adoption of Agreement by Purchaser

2.1 The Purchaser has read the agreement and agrees to be bound by it in so far as it applies to the Sale Land as if the Purchaser were named as a Party to it in the place of the Developer.

2.2 In particular, but without limiting the generality of the foregoing, the Purchaser must comply with the provisions of the agreement with respect to the Assigned Facilities to the extent that the Developer has not done so at the date of this Deed.

2.3 Nothing in this Deed affects the rights or liabilities of the Developer under the agreement in relation to any matter other than the obligation to provide the Assigned Facilities.

3 Conditions of Consent for Sale Land

3.1 The Purchaser acknowledges and agrees that the Minister or the Council will require, as a condition of any development consent with respect to the whole



or part of the Sale Land, that the agreement be complied with as regard to the land the subject of that consent.

SCHEDULE 1

The Sale Land

insert schedule 1"

SCHEDULE 2

The Assigned Facilities

insert schedule 2"

Signed as a Deed

[Drafting Note Schedule 3. Insert execution clauses of Parties]



Schedule 4

(Clause 18)

Contact for Notices

Minister

Attention: ##

Address: ##

Fax Number: ##

Email: ##

Developer

Attention: ##

Address: ##

##

Fax Number: ##

Email: ##



Execution

Dated: ## insert date"

Executed as an Agreement: ## insert date"

On behalf of Hanson Construction Materials Pty Limited:

Signed for Hanson Construction

Materials Pty Limited by an authorised
officer in the presence of

Signature of officer

Signature of witness

Name of officer (print)

Name of witness (print)

Office held

On behalf of the Minister:

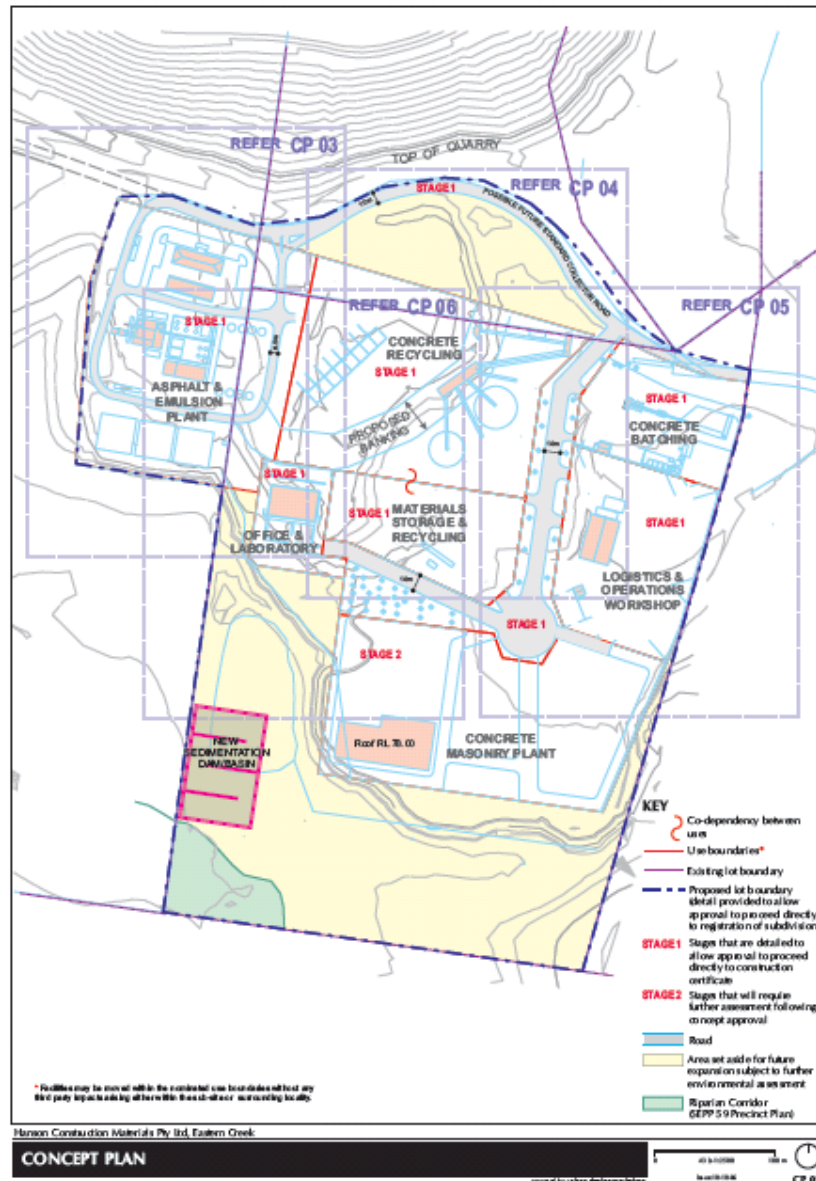
[Drafting Note Execution. Insert an execution clause for the Minister]



Appendix A

(Clause 1.1)

Site Detail Plan





Appendix B

(Clause 32)

Explanatory Note

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Draft Planning Agreement

Under s93F of the Environmental Planning and Assessment Act 1979

1 Parties

Hanson Construction Materials Pty Limited of Level 6, 35 Clarence Street, Sydney,
New South Wales, 2000 (**Developer**)

The Minister Administering the *Environmental Planning & Assessment Act 1979*
(**Minister**)

2 Description of Subject Land

Lot 11 in DP558723, part lot 1 in DP400697 and part lot 2 in DP262213, as more particularly described in the Concept Plan.

3 Description of Proposed Change to Environmental Planning Instrument/ Development Application or Part 3A Application

The Concept Plan application for:

- Boundary realignment;
- Stage 1:



- Minor realignment of existing internal road in a southerly direction;
 - Demolition and relocation as may be required to accommodate proposed project;
 - Civil works to stabilize existing embankments;
 - Asphalt Plant, Emulsion Plant and Spray Seal Depot;
 - Concrete Recycling Plant;
 - Concrete Batching Plant;
 - Office and Laboratory;
 - Logistics Operation and Workshop; and
 - Ancillary Infrastructure including sedimentation basin
- Concrete masonry plant.

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

The objective of the draft planning agreement is to provide for the making of Development Contributions towards stormwater management and road transport in connection with the Development, in circumstances where those Development Contributions could not otherwise be required by the consent authority.

Pursuant to the draft planning agreement, the Developer agrees to construct, at its own cost, stormwater drainage works, and to make contributions towards a standard collector road identified in the Precinct Plan, in accordance with the draft planning agreement.

The Developer will make the Development Contributions pursuant to the draft planning agreement if a condition is imposed on a development consent or project approval for the Development requiring entry into the draft planning agreement.

5 Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement



The planning purpose served by the draft planning agreement is to secure contributions towards stormwater drainage and road transport infrastructure, which could not otherwise be required in relation to the Development.

How the Draft Planning Agreement Promotes the Public Interest

The draft planning agreement promotes the public interest by securing contributions towards a public purpose which serve both the Development, and surrounding development.

For Planning Authorities:

- (a) Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under Which it is Constituted

[Drafting Note 6(a): to be completed by the Minister]

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

[Drafting Note 6(b) to be completed by the Minister]

Dated: ##Insert Date"

Signed on behalf of the Minister:

Signed on behalf of Hanson Construction Materials Pty Ltd: