Dear Mr Wilson

Project Application No. MP08_0194, Kings Forest

By virtue of its undertakings contained in the Statement of Commitments forming part of the above Application and to form part of any Determination thereof, Project 28 Pty Ltd commits to offering to Tweed Shire Council ("the Council"), for dedication to it, certain lands within land at Kings Forest, as detailed below.

Project 28 Pty Ltd hereby undertakes, prior to the issue by the Council of the first Construction Certificate associated with Project Application MP08_0194, to enter into a Voluntary Planning Agreement with the Council, if it is acceptable to it, pursuant to Part 4, Division 3, Sub Division 2 of the Environmental Planning and Assessment Act 1979. The terms of the Voluntary Planning Agreement will provide for the dedication, remediation and maintenance of identified lands within land at Kings Forest, and will include:

1. That the agreement applies to:
   - Lot 76, 272, 323 and 326 in DP 755701;
   - Lot 6 in DP 875446;
   - Lot 2 in DP 819015;
   - Lot 1 in DP 706497;
   - Lot 40 in DP 7482;
   - Lot 37A in DP 13727;
   - Lot 38A in DP 13727;
   - Lot 38B in DP 13727;
   - Lot 1 in DP 129737;
   - Lot 1 in DP 781633; and
   - Lot 7 in DP 875447.


2. That Project 28 Pty Ltd has lodged, or that a Determination has been made in respect of, Project Application No. MP08_0194.

3. That the parties to the agreement will be Project 28 Pty Ltd and Tweed Shire Council.

4. That Project 28 Pty Ltd will offer to Tweed Shire Council, for dedication to it, the lands identified in the attached diagram, together with the area of ecological buffers thereto, on the following terms:

   4.1 The lands will be offered in stages related to the subdivision of each Precinct to create residential and other allotments. Indicative stages are shown in the attached diagram and will be subject to agreement with Council from time to time.

   4.2 The land and buffer areas adjacent to each Precinct will be offered for dedication prior to the sealing of the Plan of Subdivision in respect of the last sub-stage of subdivision within that Precinct.

   4.3 Project 28 Pty Ltd will remEDIATE each parcel of land so dedicated in accordance with the requirements of the relevant Management Plans forming part of Project Application No. MP08_0194, and will monitor and maintain the land in accordance with such Plans until the performance criteria provided for in each plan have been met.

   4.4 Where such Management Plans require the provision, within the land to be dedicated, of such assets as koala fencing and grids, signage and the like, these shall be maintained by Project 28 for a period of 5 years from the date of their establishment.

5. That the Application of sections 94, 94A and 94EF of the Environmental Planning and Assessment Act 1979 is excluded.

6. For a dispute resolution mechanism in the event of a disagreement, which will include that both parties must seek to mediate the disagreement, on a without prejudice basis, prior to commencing court proceedings.

7. For the provision of security for the enforcement of the agreement by a bond (or bonds) or guarantee (or guarantees) in the event of a breach of the agreement by Project 28 Pty Ltd, the amount of such security (or securities) to be determined with respect to Project 28 Pty Ltd’s remediation and maintenance obligations in relation to each separate parcel of land to be dedicated.

8. That Project 28 Pty Ltd will do all things necessary to register the planning agreement on the title of the land pursuant to the Real Property Act 1900.
In addition to its commitment to offer to dedicate the lands referred to above to Tweed Shire Council, the Statement of Commitments includes the commitment to construct the acoustic fence on Old Bogangar Road, being public land, and to maintain it until such time as that road is widened to four lanes, or traffic studies indicate that the volume of traffic on that road requires such widening, or for a period of four years after completion of construction of the fence, whichever is the earlier.

Project 28 Pty Ltd hereby undertakes either to include this requirement in the Voluntary Planning Agreement referred to above, or to enter into a separate Voluntary Planning Agreement if required, which commitment will be secured by a bond or guarantee.

Yours faithfully
Project 28 Pty Ltd

[Signature]
W R EII
Director

Encl Landsurv Pty Ltd Plan Ref Cad File No. 34860-2_Dedicate Revision C