

Explanatory Note

Planning Agreement

Calderwood Development

1 Introduction

1.1 Generally

- (1) The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a proposed Voluntary Planning Agreement (**Planning Agreement**) under s7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).
- (2) This Explanatory Note has been prepared jointly between the parties as required by clause 205 of the *Environmental Planning and Assessment Regulation 2021* (NSW) (**Regulations**).
- (3) This Explanatory Note must not be used to assist in construing the Planning Agreement.

1.2 Existing Planning Agreement

- (1) There is an existing Planning Agreement entered into between Shellharbour City Council and Lend Lease Communities (Australia) Limited (**Original Planning Agreement**) with respect to the development of what is known as the Calderwood Urban Development Precinct (**Development**).
- (2) That Development has been undertaken in accordance with the Original Planning Agreement and the *Concept Plan Approval* (being the concept plan that was approved by the Minister for Planning on December 2010 pursuant to s75O(1) of the former Part 3A of the Act (being Major Project No 09-0082)).
- (3) The Concept Plan Approval has been modified on a number of occasions and as a result of those modifications, amongst other matters, the Developer and Council have negotiated a new Planning Agreement which will supersede the Original Planning Agreement when it becomes operative.

2 Parties to the Planning Agreement

The parties to the Planning Agreement are:

- (1) Shellharbour City Council (ABN 78 392 627 134) (**Council**); and
- (2) SRCP (Calderwood) Pty Ltd (ABN 53 079 989 674) (**Developer**).

3 Description of the Land to which the Planning Agreement applies

- (1) The Original Planning Agreement applied to the whole of the land to which the Concept Plan Approval applied. As the Development has progressed, the Original Planning Agreement has ceased to apply to land created as part of that development in accordance with the terms of the Original Planning Agreement.
- (2) The intention of the parties is that the Planning Agreement will apply to the land to which the Original Planning Agreement still applies as at the date that the Planning Agreement becomes operative (**Land**).

- (3) In that regard the Planning Agreement will apply to the following specific lots:
- (a) Lot 2 DP2534
 - (b) Lot 35 DP1233491
 - (c) Lot 33 DP1233491
 - (d) Lot 32 DP1233491
 - (e) Lot 34 DP1233491
 - (f) Part Lot 6207 DP1296459.
 - (g) Lot 2 DP1271704
 - (h) Lot 3 DP1271704
 - (i) Lot 3553 DP1225476
 - (j) Lot 1 DP998349.
 - (k) Lot 5189 DP1235254.
 - (l) Lot 5188 DP1235254.
 - (m) Lot 5120 DP1235253.
 - (n) Lot 1 DP1262260.
 - (o) Lot 2 DP1250747.
 - (p) Lot 1378 DP1206167
 - (q) Lot 2122 DP1214796
 - (r) Lot 1181 DP1202087
 - (s) Lot 1229 DP1206166
 - (t) Lot 1228 DP1206166
 - (u) Lot 1177 DP1202087
 - (v) Lot 20 DP1224588
 - (w) Lot 21 DP1224588
 - (x) Lot 1226 DP1206166
 - (y) Lot 5187 DP1235254.
 - (z) Lot 12 DP1303061.
 - (aa) Lot 5114 DP1235253.
 - (bb) Lot 3704 DP1239811.
 - (cc) Lot 2792 DP1225474.

- (dd) Lot 3479 DP1225476.
 - (ee) Lot 3438 DP1225476
 - (ff) Lot 402 DP1261460
 - (gg) Lot 77 DP1303655
 - (hh) Lot 2747 DP1225474
 - (ii) Lot 6209 DP1296459
 - (jj) Lot 6208 DP1296459
- (4) The Planning Agreement will also apply to the land contained in the following folio identifiers (being "Deferred Allotments" pursuant to the Original Planning Agreement):
- (a) Lot 5187 DP1235254.
 - (b) Lot 12 DP1303061.
 - (c) Lot 5114 DP1235253.
 - (d) Lot 3704 DP1239811.
 - (e) Lot 2792 DP1225474.
 - (f) Lot 3479 DP1225476.
 - (g) Lot 3438 DP1225476
 - (h) Lot 402 DP1261460
 - (i) Lot 77 DP1303655
 - (j) Lot 2747 DP1225474
 - (k) Lot 6209 DP1296459
 - (l) Lot 6208 DP1296459
- (5) In addition to the above, the Planning Agreement will apply to any other part of the *Land* as defined in the Original Planning Agreement which:
- (a) is not specifically listed above; and
 - (b) with respect to which the Original Planning Agreement has not ceased to apply as at the date that the Planning Agreement becomes operative.

4 Description of the Development to which the Planning Agreement applies

- (1) The Planning Agreement will apply to the proposed development of the Land as permitted under the Concept Plan Approval which was approved by the Minister for Planning for Major Project Number 09-0082 on 8 December 2010 (**Proposed Development**).
- (2) The Proposed Development includes:
 - (a) the subdivision of the Land; and

- (b) the provision of:
 - (i) approximately 6,000 residential lots;
 - (ii) local and district parks;
 - (iii) sporting fields;
 - (iv) multi-purpose community resource centre; and
 - (v) upgrade to Calderwood Road.

5 Summary of objects, nature and effect of the Planning Agreement

5.1 Objective

The **objective** of the Planning Agreement is to provide community infrastructure, amenities and resources to the Shellharbour local government area by facilitating the provision of the works, dedication of land and monetary contributions as set out in **Schedule 1** of this Explanatory Note in a timely and efficient manner (**Contributions**).

5.2 Intent

The **intent** of the Planning Agreement is to facilitate the provision of the Contributions by the Developer.

5.3 Security

- (1) The Planning Agreement will be registered on the title of the Land.
- (2) The Developer will provide Council with the following bank guarantees to secure the provision of the Contributions (other than the dedication of land):
 - (a) A bank guarantee, prior to the issue of any Subdivision Certificate, for the face value equivalent to the sum of the notional values of any Contribution relating to works which are required to be undertaken on the land as a consequence of the granting of the Subdivision Certificate by Council.
 - (b) A bank guarantee, prior to the issue of any Subdivision Certificate that will create the final lot within the Proposed Development, in an amount determined by Council acting reasonably but in any event not more than fifty percent (50%) of the Contribution Amount required to be paid for the final stage of the Proposed Development as security for the payment of the Contribution after the issue of that Subdivision Certificate.
- (3) To the extent that the Contributions are the dedication of Land, and the Developer does not dedicate any part of the land required to be dedicated by the time required under the Planning Agreement, then the Developer permits Council to compulsorily acquire that land for compensation in the amount of \$1.00.

5.4 Nature

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Contributions.

5.5 Effect

The **effect** of the Planning Agreement is that the Developer will provide the Contributions in the manner provided for by the Planning Agreement (as applicable) and as set out in **Schedule 1** of this Explanatory Note.

6 Assessment of the merits of the Planning Agreement

6.1 The planning purposes served by the Planning Agreement

In accordance with section 7.4(2) of the Act, the Planning Agreement promotes the public purpose of the provision of contributions to accommodate and meet the demands of future developments and to mitigate the potential impacts of the Development on existing infrastructure.

6.2 How the Planning Agreement promotes the public interest

In accordance with the objects of the Act, the Planning Agreement promotes the public interest in the following manner:

- (1) By ensuring appropriate arrangements are in place to ensure the timely provision of the infrastructure required to meet the demand generated by the Proposed Development
- (2) By providing certainty for the Developer and Council as to the provision of the Contributions directed towards community infrastructure within the Shellharbour LGA community.
- (3) By promoting the social and economic welfare of the community and a better environment.
- (4) By providing transparency regarding the scope of works and the monetary contributions to be provided for the Proposed Development.

6.3 How the Planning Agreement promotes Council's guiding principles

The Planning Agreement promotes a number of Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) The exhibition of the Planning Agreement facilitates the involvement of members of the public in the consultation process for the Planning Agreement.
- (2) To plan strategically for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
- (3) To act fairly, ethically and without bias to the interests of the local community.
- (4) To recognise diverse local community needs and interests.
- (5) To have regard to the long term and cumulative effects of its decisions on future generations.
- (6) Transparent decision-making and active engagement with local communities, through the use of the integrated planning and reporting framework and other measures.
- (7) To engage in long-term strategic planning on behalf of the local community.
- (8) The Planning Agreement makes it clear that Council has a statutory role as consent authority in relation to the development proposal and that the Planning Agreement is not intended to unlawfully influence the exercise of Council's regulatory functions.

7 Identification of whether the Planning Agreement conforms with the Council's capital works program

The Planning Agreement conforms with Council's capital works program.

Schedule 1 – Development Contributions

The following contributions will be provided in accordance with the Planning Agreement.

Part 1 - Contribution Land and Contribution Works by the Developer

1 Contribution Land and Contribution Works

Development Contribution Item	Manner of Delivery	Timing
<p>Multi-purpose Community Resource Centre</p> <p>Centre comprising approximately 1,120 sqm building on approximately 4,000 sqm of Land with space for youth, aged and children’s services.</p> <p>The centre facilities to be considered will include a variety of large and smaller flexible spaces suitable for a range of social, leisure, learning and cultural activities.</p> <p>The works will include landscaping, fit out, parking, public art and site works.</p> <p>NOTE: the centre is sized to accommodate requirements of the Development in both Shellharbour and Wollongong Local Government Areas.</p>	<p>Contribution Works: Developer to design and construct item including provision of landscaping, fit out, parking, public art and site works \$notional rate for Centre = \$6000/m2 and total notional value = \$7,000,000</p> <p>Contribution Land: Developer to procure dedication of item to Council at no cost (notional value \$2,266,000).</p>	<p>Item to be operational no later than:</p> <p>(1) twenty-four (24) months following the issue of a Subdivision Certificate for the land that is intended to contain the Multi-purpose Community Resource Centre; or</p> <p>(2) prior to the issue of the first Occupation Certificate in the town centre proposed to be developed in accordance with the Concept Plan Approval and as part of the Proposed Development for commercial or retail development within the B4 Mixed Use Zone.</p>
<p>Local Park L4</p> <p>Embellishment and dedication of a minimum of 0.82 Ha of land (in R1 & C2/C3 zoned land).</p> <p>Local Park embellishment and community facilities to be considered include structured and</p>	<p>Contribution Works: Developer to design and construct item (notional value \$1,184,070.88).</p>	<p>The Developer must achieve practical completion of item no later than twelve (12) months and one (1) day following the issue of a Subdivision Certificate for a plan of subdivision that creates the Contribution Land as a separate lot.</p>

Development Contribution Item	Manner of Delivery	Timing
<p>nature-based play, dog park, fitness equipment, paths and kickabout space.</p>	<p>Developer to maintain item for three (3) years following practical completion of item (notional value \$60,840).</p> <p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$4,075,000).</p>	
<p>Local Park L5</p> <p>Embellishment and dedication of a minimum of 1.17 Ha of land (in B4 & C2 zoned land).</p> <p>Local Park embellishment and community facilities to be considered include structured and natural play grounds, native bushland conservation and native landscaping, paths and trails, multi-use games area, learn to ride bike track, picnic shelters with table/seating and grassed areas.</p>	<p>Contribution Works: Developer to design and construct item (notional value \$1,542,362.42).</p> <p>Developer to maintain item for three (3) years following practical completion of item (notional value \$81,120).</p> <p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$5,283,000).</p>	<p>The Developer must achieve practical completion of item no later than twelve (12) months and one (1) day following the issue of a Subdivision Certificate for a plan of subdivision that creates the Contribution Land as a separate lot.</p>

Development Contribution Item	Manner of Delivery	Timing
<p>Local Park L6</p> <p>Embellishment and dedication of a minimum of 0.25 Ha of land (in B4 zoned land).</p> <p>Local Park embellishment and community facilities to be considered include heritage conservation and interpretation, and passive recreation facilities.</p>	<p>Contribution Works: Developer to design and construct item (notional value \$818,0045.96).</p> <p>Developer to maintain item for three (3) years following practical completion of item (notional value \$81,120).</p> <p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$1,750,000).</p>	<p>The Developer must achieve practical completion of item no later than twelve (12) months and one (1) day following the issue of a Subdivision Certificate for a plan of subdivision that creates the Contribution Land as a separate lot.</p>
<p>Local Park L9</p> <p>Embellishment and dedication of a minimum of 0.2 Ha of land (in R1 & C2/C3 zoned land).</p> <p>Local Park embellishment and community facilities to be considered include structured and natural play areas, picnic facilities, open grassed areas, fitness equipment and landscaping.</p>	<p>Contribution Works: Developer to design and construct item (notional value \$853,483.75).</p> <p>Developer to maintain item for three (3) years following practical Completion of item (notional value \$121,680).</p> <p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$1,306,500).</p>	<p>The Developer must achieve practical completion of item no later than twelve (12) months and one (1) day following the issue of a Subdivision Certificate for a plan of subdivision that creates the Contribution Land as a separate lot.</p>
<p>Local Park L12</p> <p>Embellishment and dedication of a minimum of 0.2 Ha of land (in R1 zoned land).</p> <p>Local Park embellishment and community facilities to be considered pedestrian crossing to watercourse, footpaths, natural playground, open grassed areas and small boardwalk/ viewing deck and planting.</p>	<p>Contribution Works: Developer to design and construct item (notional value \$600,000).</p> <p>Developer to maintain item for three (3) years following practical completion of item (notional value \$16,000).</p>	<p>The Contribution Works component of Local Park L12 has been completed.</p> <p>The transfer of the Contribution Land comprising Local Park 12 must be completed no later than 31 October 2026.</p>

Development Contribution Item	Manner of Delivery	Timing
	<p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$616,000).</p>	
<p>Local Park L15</p> <p>Embellishment and dedication of a minimum of 0.33 Ha of land (in R1 zoned land).</p> <p>Local Park embellishment and community facilities to be considered include open grassed area, interpretative signage, pump track and entry shade structure.</p>	<p>Contribution Works: Developer to design and construct item (notional value \$883,060.13).</p> <p>Developer to maintain item for three (3) years following practical completion of item (notional value \$60,840).</p> <p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$1,809,500).</p>	<p>The Developer must achieve practical completion of item no later than 1 May 2028.</p>
<p>Local Park L17</p> <p>Embellishment and dedication of a minimum of 0.65 Ha of land (in R1/C3 zoned land).</p> <p>Local Park embellishment and community facilities to be considered include natural play related to creek, picnic facilities, exercise equipment, open grassed areas, pedestrian pathway connections and bird hide.</p>	<p>Contribution Works: Developer to design and construct item (notional value \$1,387,969.21).</p> <p>Developer to maintain item for three (3) years following practical completion of item (notional value \$36,400).</p> <p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$3,509,000).</p>	<p>The Developer must achieve practical completion of item no later than twelve (12) months and one (1) day following the issue of a Subdivision Certificate for a plan of subdivision that creates the Contribution Land as a separate lot.</p>
<p>Local Park L18</p> <p>Embellishment and dedication of a minimum of 0.86 Ha of land (in R1 zoned land).</p>	<p>Contribution Works: Developer to design and construct item (notional value \$1,005,268.11).</p>	<p>The Developer must achieve practical completion of item no later than twelve (12) months and one (1) day following the issue of a Subdivision Certificate for a plan of subdivision that creates the Contribution Land as a separate lot.</p>

Development Contribution Item	Manner of Delivery	Timing
<p>Local Park embellishment and community facilities to be considered include informal parking for approximately 15 cars, bicycle racks and start of track to the top of Johnston's Spur, open grassed area, outdoor classrooms, natural playground with shade, picnic shelters and soft landscape works.</p>	<p>Developer to maintain item for three (3) years following practical completion of item (notional value \$121,680).</p> <p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$4,325,000).</p>	
<p>District Park D4</p> <p>3.14 Ha "Village Centre" District Park</p> <p>Embellishment and dedication of a minimum of 3.14 Ha of land (in B4, C2 & C3 zoned land).</p> <p>District Park embellishment and community facilities to be considered include:</p> <ul style="list-style-type: none"> • dedicated carparking for parklands (approximately 20 spaces); • irrigation; • ornamental and water quality lakes with boardwalks, promenades and decks; • retention of existing vegetation where appropriate; • integrated cycle/pedestrian pathways with Australian Standard lighting; • identity, directional and/or interpretive signage; • public artworks; 	<p>Contribution Works: Developer to design and construct item (notional value \$2,850,000).</p> <p>Developer to maintain item for three (3) years following practical completion of item (notional value \$16,000).</p> <p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$6,260,000).</p>	<p>The western portion of District Park D4 (Lot 401 DP1261460) has been completed and transferred to Council.</p> <p>The eastern portion of District Park D4 (Lot 403 DP1261461) is currently subject to rectification works which must be completed prior to transfer to Council.</p>

Development Contribution Item	Manner of Delivery	Timing
<ul style="list-style-type: none"> • informal kickabout space; • fitness nodes and equipment; • half basketball court; • formal playground/ playspace with shade provision through trees and/or structures; • fencing/bollards and/or post and rail; • picnic shelters with lighting; • barbecues, tables, bins, seating; • open grassed areas • performance space with opportunities for music, theatre and outdoor cinema • landscaping including turf or turf seeding, garden beds; • feature tree planting; and • other associated works, services and embellishments. 		

<p>City Park CW2 (Urban)</p> <p>2.55 ha “Lakeside” Urban City Park.</p> <p>Embellishment and dedication of a minimum of 2.55 Ha of land (in B4 & C3 zoned land).</p> <p>City Park embellishment and community facilities to be considered include:</p> <ul style="list-style-type: none"> • dedicated carparking for parklands (approximately 20 spaces); • public amenities; • irrigation; • ornamental and water quality lakes with boardwalks, promenades and decks; • retention of existing vegetation where appropriate; • integrated cycle/pedestrian pathways with Australian Standard lighting; • identity, directional and/or interpretive signage; • performance space for music and outdoor cinema; • open grassed area; • fitness nodes and equipment; • structural and natural playgrounds; • all abilities playground; • fencing/bollards and/or post and rail; 	<p>Contribution Works:</p> <p>Developer to design and construct item (notional value \$5,511,339.98).</p> <p>Developer to maintain item for three (3) years following practical completion of item (notional value \$121,680).</p> <p>Contribution Land:</p> <p>Developer to procure dedication of item to the Council at no cost (notional value \$8,928,500).</p>	<p>City Wide Park CW2 (Urban) is to achieve practical completion by the earlier of:</p> <ol style="list-style-type: none"> (1) twenty-four (24) months following the issue of a Subdivision Certificate for a plan of subdivision that creates the Contribution Land; or (2) twenty-four (24) months following the issue of a Subdivision Certificate with respect to a plan which, when registered, will create the lot on which the 4,500th Calderwood Urban Development Project dwelling is proposed to be constructed.
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Development Contribution Item	Manner of Delivery	Timing
<ul style="list-style-type: none"> • picnic shelters with lighting; • barbecues, tables, bins, seating; • ornamental landscaping including turf or turf seeding, garden beds; and • feature tree planting and other associated works, services and embellishments. • Wi-Fi 		
<p>City Park CW3 (Bushland)</p> <p>3.48 Ha “Hilltop” Bushland City Park.</p> <p>Embellishment and dedication of a minimum of 3.48 Ha of land (in C2 zoned land)</p> <p>City Park embellishment and community facilities to be considered include:</p> <ul style="list-style-type: none"> • dedicated carparking for parklands (approximately 20 spaces); • interpretive educational centre/outdoor classroom; • retention of existing vegetation where appropriate; • integrated cycle/pedestrian pathways with Australian Standard lighting; • links to district park and informal pathways across to stage 3B residential area 	<p>Contribution Works: Developer to design and construct item (notional value \$2,809,182.95).</p> <p>Developer to maintain item for three (3) years following practical completion of item (notional value \$121,680).</p> <p>Contribution Land: Developer to procure the dedication of item to the Council at no cost (notional value \$697,000).</p>	<p>City Wide Park CW3 (Bushland) is to achieve practical completion by the earlier of:</p> <ol style="list-style-type: none"> (1) twenty-four (24) months following the issue of a Subdivision Certificate for a plan of subdivision that creates the Contribution Land; or (2) twenty-four (24) months following the issue of a Subdivision Certificate with respect to a plan which, when registered, will create the Calderwood Urban Development Project lot on which the 3,500th Calderwood Urban Development Project dwelling is proposed to be constructed.

Development Contribution Item	Manner of Delivery	Timing
<ul style="list-style-type: none"> • identity, directional and/or interpretive signage; • public artworks; • adventure bushwalks • bicycle racks and start of track to the top of Johnston's Spur; • natural playground with provision for shade; • fencing/bollards and/or post and rail; • picnic shelters with lighting; • barbecues, tables, bins, seating; • landscaping including turf or turf seeding, garden beds; and • tree planting and other associated works, services and embellishments. 		

Development Contribution Item	Manner of Delivery	Timing
<p>Sports Fields S1</p> <p>22.2 Ha of active space and 1.98 Ha passive open space - <u>Total 24.18 Ha</u></p> <p>Embellishment and dedication of a minimum of 24.18Ha of land (in RE1, C3 & B4 zoned land).</p> <p>Sports Field embellishment and community facilities to be considered include:</p> <ul style="list-style-type: none"> • vehicular access and dedicated carparking for parklands (approximately 300 spaces); • 3 x sporting ovals/fields; • 1 x central amenities building (approximately 570m2) including change rooms, central kiosk facility, communal storage, clubhouse/meeting room, publicly accessible toilets; • associated training facilities as applicable (e.g. cricket nets); • playing field lighting to Australian Standard; • irrigation system for playing fields; • retention of existing vegetation where appropriate; • integrated cycle/pedestrian pathways with Australian Standard lighting; 	<p>Contribution Works: Developer to design and construct fields in two (2) stages being:</p> <p>Stage 1 is to include the bulk earthworks and fill to establish the site.</p> <p>Stage 2 is to include the Sports Field embellishment and community facilities land dedication.</p> <p>(notional value \$30,000,000).</p> <p>Developer to maintain item for three (3) years following practical completion of each stage of item (notional value \$500,000).</p> <p>Contribution Land: Developer to procure dedication of item to the Council at no cost (notional value \$38,489,850).</p>	<p>Item to be delivered in 2 stages.</p> <p>Stage 1 to be Practically Completed no later than the first to occur of:</p> <p>(1) twenty-four months following the issue of a Subdivision Certificate with respect to a plan which, when registered, will create the Calderwood Urban Development Project lot on which the 3,000th Calderwood Urban Development Project dwelling is proposed to be constructed; or</p> <p>(2) 30 June 2027.</p> <p>Stage 2 to reach practical completion no later than the date which is eighteen (18) months after the date on which Stage 1 was practically completed.</p>

Development Contribution Item	Manner of Delivery	Timing
<ul style="list-style-type: none"> • identity, directional and/or interpretive signage; • public artworks; • fenced dog off leash area; • fitness nodes and equipment; • hardcourts (minimum 3 in number); • formal playground/ playspace with shade provision through trees and/or structures; • fencing/bollards and/or post and rail; • picnic shelters with lighting; • barbecues, tables, bins, seating; • landscaping including turf or turf seeding, garden beds; and • tree planting and other associated works, services and embellishments. 		
<p>Calderwood Road Upgrade</p> <p>Upgrades to Calderwood Road as required under Condition C12(d) in Part C of Schedule 2 of the Concept Plan Approval, (referred to in the Traffic Management and Accessibility Plan dated February 2010 prepared by Cardno).</p>	<p>Contribution Works:</p> <p>Developer to design and construct item \$10,100,000.</p> <p>Developer to maintain item for three (3) years following practical completion of item (notional value \$150,000).</p>	<p>The Contribution Works must be delivered by 31 December 2027.</p> <p>The Contribution Land must be transferred to Council no later than thirty (30) days after the practical completion of the Contribution Works.</p>

Development Contribution Item	Manner of Delivery	Timing
	<p>Contribution Land: Developer to procure dedication of Land to Council at no cost (notional value \$450,000).</p>	
<p>Land Dedication Lot 2 DP 1250747 Albion Park Bypass Land</p>	<p>Contribution Land: The entire Lot 2 DP1250747 will be dedicated to Council for the sum of \$1 and will include the Basin and Albion Park Bypass/Tripoli Way Upgrade.</p>	<p>Contribution Land must be transferred to Council no later than the first to occur of:</p> <ul style="list-style-type: none"> (1) thirty (30) days after practical completion of the Basin Works; and (2) completion of the Tripoli Way Extension.

Part 2 – Monetary Contributions

1 Contribution Items

Item	Description	Contribution Amount	Timing for Completion
1	<p>Albion Park Library Upgrade</p> <p>Monetary contributions are to be made towards one or more of the following:</p> <ul style="list-style-type: none"> • Buildings; • fit out; • landscaping; • car parking; • public art; • site works; • library resources, equipment and technology. 	Contribution Amount will be calculated as set out below.	Contribution Amount to be paid prior to the issue of the relevant Subdivision Certificate.
2	<p>Local Roads</p> <p>Albion Park Bypass [TMAP 14;15;16 & 30]</p>	Contribution Amount will be calculated as set out below.	Contribution Amount to be paid prior to the issue of the relevant Subdivision Certificate.
3	<p>City Wide Community Infrastructure</p> <p>Including but not limited to:</p> <ul style="list-style-type: none"> • Shellharbour City Performance Theatre; 	Contribution Amount will be calculated as set out below.	Contribution Amount to be paid prior to the issue of the relevant Subdivision Certificate.

	<ul style="list-style-type: none"> • Council Administration Offices; • City Library; and • Civic Auditorium 		
4	<p>City Wide Open Space and Recreation Infrastructure</p> <p>Including but not limited to:</p> <ul style="list-style-type: none"> • Beach Foreshore; and • Shellharbour City Stadium 	Contribution Amount will be calculated as set out below.	Contribution Amount to be paid prior to the issue of the relevant Subdivision Certificate.
5	Administration of Planning Agreement	Contribution Amount will be calculated as set out below.	Contribution Amount to be paid prior to the issue of the relevant Subdivision Certificate.
	<p>Traffic lights at Calderwood Road and Tripoli Way extension</p> <p>Per Condition C12(c)(iv) of the Concept Plan Approval</p>	<p><i>Contribution Amount</i></p> <p>Monetary contribution of \$450,000</p>	<p>Contribution Amount to be paid in full the earlier of:</p> <p>31 December 2027; or</p> <p>thirty (30) days after the practical completion of the Calderwood Road Upgrade.</p>

- 1.1 A **‘Residential Plan’** is a plan of subdivision with respect to the Development which when registered would create one or more lots.
- 1.2 A **‘CUDP Dwelling’** means a room, or suite of rooms, occupied or used, or so constructed or adapted, as to be capable of being occupied or used, as a separate domicile to be erected within the Development and is not limited to a dwelling that is capable of being subject to a separate title and on-sold separately from other Allotments within the Development.
- 1.3 Prior to the issue of a Subdivision Certificate in respect of a Residential Plan, the Developer must pay a contribution amount being the relevant cumulative “Contributions per CUDP Dwelling” for the anticipated dwelling yield for the relevant Residential Plan as determined in accordance with the table set out below:

Number of CUDP Dwellings	Contribution per Dwelling
Where the relevant Dwelling is within the first 1,000 CUDP Dwellings (0-1,000 CUDP Dwellings)	\$4,343.59
Where the relevant Dwelling is between the 1,001 st CUDP Dwelling and the 2,000 th CUDP Dwelling (1,001 – 2,000 CUDP Dwellings)	\$4,868.50
Where the relevant Dwelling is between the 2,001 st CUDP Dwelling and the 3,000 th CUDP Dwelling (2,001 – 3,000 CUDP Dwellings)	\$5,393.41
Where the relevant Dwelling is between the 3,001 st CUDP Dwelling and the 4,000 th CUDP Dwelling (3,001 – 4,000 CUDP Dwellings)	\$5,918.31
Where the relevant Dwelling is the 4,001 st CUDP Dwelling or greater	\$6,311.99

- 1.4 The above amounts will be indexed annually in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the indexed amount.

B is the monetary amount specified in this the Planning Agreement and referred to above.

C is the most recent June quarter CPI published as at the date of calculation; and

D is the most recent CPI published at the date of the Planning Agreement.