

Form: 11R
 Release: 4-1

REQUEST

New South Wales
 Real Property Act 1901



AH773078T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises by this form for the establishment and maintenance of the Real Property Register is made available to any person for search upon payment of a fee, if any.

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

13/1126998

(C) **REGISTERED DEALING**

Number	Torrens Title
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(D) **LODGED BY**

Document Collection Box <i>1W</i>	Name, Address or PO Box, Telephone, and Customer Account Number if any <i>JOHN LEWIS TALBOTT 2/88 RAMSGATE AVENUE BONDI, NSW 2026</i>	CODE R
	Reference:	

(E) **APPLICANT**

Narrara Ecovillage Co-operative Ltd ABN *86 789 863 574*

(F) **NATURE OF REQUEST**

*REGISTRATION OF PLANNING AGREEMENT
 PURSUANT TO SEC. 93F OF THE ENVIRONMENT PLANNING*

(G) **TEXT OF REQUEST**

ASSESSMENT ACT 1979

SEE ANNEXURE "A"

L Parris
 LYNDALL MARY PARRIS
 Director
 Narrara Ecovillage
 Co-operative Ltd.

DATE

(H) I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

[Signature]

Signature of authorised officer:

[Signature]

Name of witness:
 Address of witness:

*Simone Colleggia Harris
 1120 Warburton St
 Hunters Hill NSW 2110*

Authorised officer's name: *JOHN LEWIS TALBOTT*
 Authority of officer: *DIRECTOR*
 Signing on behalf of: *NARRARA ECOVILLAGE CO-OPERATIVE LTD.*

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. *435154* Full name: *JOHN LEWIS TALBOTT* Signature: *[Signature]*

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE "A"

Planning Agreement

Under s.93F of the *Environmental Planning & Assessment Act 1979*

GOSFORD CITY COUNCIL

ABN

NARARA ECOVILLAGE CO-OPERATIVE LIMITED

ABN 86789868574

STOREY & GOUGH LAWYERS

Headmaster's Cottage,
3 Marist Place, Parramatta NSW 2150
(P O Box 2406, North Parramatta NSW 1750)
DX 28337, PARRAMATTA
Telephone: (02) 9630 2361
Facsimile: (02) 9683 1605

Our Ref: CCG:TE:CCG:070606

THIS DEED is made the 31 day of May 2013

BETWEEN: **GOSFORD CITY COUNCIL** of 49 Mann Street, Gosford in the State of New South Wales ("Council")
AND: **NARARA ECOVILLAGE CO-OPERATIVE LIMITED (ABN 86789868574)** of in the said State ("Developer")

RECITALS:

- A. The Land is known as part of the former "Gosford Horticultural Station" ("**GHS**"), 25 Research Road, Narara is more particularly described as Lot 13 in Deposited Plan 1126998 ("**the Land**").
- B. The Minister, Department of Primary Industries ("**DPI**") was the Trustee of the GHS.
- C. Parts of the Land are flood prone. A part of the Land is occupied by a stand of *Araucaria cunninghamii* ("**Hoop Pines**"). The Land was zoned Special Uses 5(a) under the provisions of Gosford Planning Scheme Ordinance.
- D. The DPI requested Council to re-zone the GHS to enable it to be re-developed.
- E. On 13 November 2007 Council resolved pursuant to s.68 of the *Environmental Planning & Assessment Act 1979* ("**the Act**"), to forward a draft Local Environmental Plan ("**draft LEP**") in respect of the GHS to the Department of Planning with a request that the Minister administering the Act make the Plan.
- F. The draft Local Environmental Plan sought to change the zoning of the GHS from "Special Uses 5(a) Research Station" to "Part Residential 2(a), Part Scenic Protection Rural Small Holdings 7(c2), Part Conservation 7(a), Part Open Space 6(a) and Part Open Space 6(b) – Special Uses (Forestry)".
- G. Council also resolved on 13 November 2007 that:
*"A Planning Agreement be prepared between Council and the Department of Primary Industries to ensure that that part of the land to be zoned Open Space 6(a) is dedicated to Council at no cost, together with the land upon which the stand of *Araucaria cunninghamii* (Hoop Pines) is located and that the costs associated with the installation of the Early Warning Flood System are borne by the Department of Primary Industries (cost of such facility to be estimated by the SES). The Planning Agreement is to be prepared having regard to Section 93F-93L of the Environmental Planning & Assessment Act."*
- H. On 1 February 2008 the draft LEP was gazetted as Gosford Local Environmental Plan 464 in accordance with the draft LEP submitted to the Minister (Attachment "**A**").

- I. Council, at its cost, has constructed on the Land water mains and associated structures ("**Water Assets**"). The Water Assets are owned by Council pursuant to the Local Government Act, 1993 and the Water Management Act, 2000.
- J. On 7 December 2010, Council resolved to remove the Early Warning Flood System requirement from the Planning Agreement.
- K. The SPA has sold the part of the GHS to the Developer, Narara Ecovillage Co-operative Ltd.
- L. This Deed sets out the terms of the Planning Agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this Deed:

Application means any application for any necessary approval from a competent government authority for development of the Lands.

Authorised Representative means those persons listed in **Schedule 1**.

Authority means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body.

Business days mean a day other than a Saturday, Sunday or public holiday in NSW and specifically excluding 27, 28, 29, 30 and 31 December.

Confidential Information means any information and all other knowledge at any time disclosed (whether in writing or orally) by the parties to each other, or acquired by the parties in relation to the other's activities or services which is not already in the public domain and which:

- (a) is by its nature confidential;
- (b) is designated, or marked, or stipulated by either party as confidential (whether in writing or otherwise);
- (c) any party knows or ought to know is confidential; or
- (d) is information which may reasonably be considered to be of a confidential nature.

Costs include costs, charges and expenses, including those incurred in connection with advisers.

Development means development of the GHS.

"Effect the Transfer of Title means do all things necessary to cause the transfer of title to land as described on the Subdivision Plan as a separate parcel to the Council, subject to the relevant easements to be agreed by the Council and the Developer, but otherwise free of any encumbrance including without limit:

- (a) preparing all necessary plans;
- (b) making and diligently prosecuting all necessary applications;
- (c) fulfilling all necessary conditions to approvals;
- (d) signing and executing all necessary documents; and
- (e) attending to registration of all necessary documents with Land & Property Information NSW."

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

Lands means:

- Lot 13 in DP 1126998
- any part thereof.

Mediator means a person appointed as mediator under **clause 8.5**.

Plan of Subdivision means a Subdivision Plan of the GHS.

Planning Agreement means a planning agreement under s.93F of the *Environmental Planning & Assessment Act 1979* as amended.

Relevant Date means the date of this Deed.

1.2 Interpretation of words and phrases

- (a) Clause headings are for convenience only and will be ignored in the interpretation of the Deed.
- (b) References to a party include the successors and permitted assigns of that party.
- (c) Words importing the singular include the plural and words importing the plural include the singular.
- (d) Words importing a person include a corporation, firm or body corporate.
- (e) Nothing contained in this Deed will be deemed or construed as creating the relationship of partnership.
- (f) References to a month mean a calendar month.
- (g) References to any document include any permitted amendment, supplement to or replacement or novation of the document.
- (h) References to any legislation or to any section or provision of any legislation include any:
 - (i) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision.
 - (ii) ordinances, by-laws, regulations and other statutory provision substituted for that legislation, section or provision.
- (i) No waiver of any breach of this Deed or of any of its terms will be effective unless the waiver is in writing and signed by the party against whom the waiver is claimed, and no waiver of any breach will operate as a waiver of any other breach or subsequent breach.
- (j) Other grammatical forms of defined words or expressions have corresponding meanings.
- (k) 'Including' and similar expressions are not words of limitation.

2. PLANNING AGREEMENT UNDER THE EP&A ACT

The parties agree that this Deed is a planning agreement within the meaning of section 93F of the EP&A Act.

3. APPLICATION OF THIS DEED

This Deed applies to Lot 13 DP 1126998.

4. THE DEVELOPER'S OBLIGATIONS

Covenant and transfer

- a) The Developer shall, at its cost forthwith, and in any event, within 60 days of signing this Deed, lodge with the Council a Development Application to subdivide the Land ("***the Plan of Subdivision***").
- b) The Plan of Subdivision shall create as a separate allotment that part of the Land zoned 6(a) ("***the 6(a) allotment***") as shown as being zoned 6(a) on LEP 464 Map Sheet 1 as shown in Annexure "A", and as a further separate allotment an area of land around the Hoop Pines as shown on the heritage map (Dateworks Document No. 3856078) being Annexure "B" ("***the Hoop Pines allotment***"). The Development Application and the proposed Plan of Subdivision are to provide that the 6(a) allotment and the Hoop Pines allotment are to be dedicated to Council as public reserves, free of cost to Council.
- c) In the event that the Development Application for subdivision is approved by Council, the Developer agrees that the 6(a) allotment and the Hoop Pine allotment shall be dedicated to Council free of cost as public reserves upon registration of the Plan of Subdivision for the first stage of the development of the Land.
- d) In the event that the Developer mortgages the Land or part thereof prior to the dedication of the 6(a) allotment and the Hoop Pine allotment to Council, the Developer shall obtain from the mortgagee an agreement that in the event that the mortgagee in exercising its power of sale, sells the Land or part thereof, the contract to such a sale shall contain provision requiring the purchaser to enter into a VPA with the Council to comply with the terms of this Agreement.

4A WATER SUPPLY INSTALLATION

- 4A.1 The Developer agrees that the Water assets remain the property of the Council or its successor in title.
- 4A.2 The Developer will make no claim against Council or its successors in respect to the Water Assets and water in the mains and other water Council has obtained under a licence issued by Office of Water. This "no claim" provision extends to any work carried out by the Council or its successors and shall include: survey, inspections, maintenance, repair, replacement or duplication of the Water Assets. The Developer and its contractors will take reasonable precautions so as to do no damage to the Water Assets.

5. CAVEAT, COMPULSORY ACQUISITION, REGISTRATION AND EASEMENTS

5.1 Caveatable interest

The Developer agrees that from the date this Deed is executed the Council has a caveatable interest in the Land.

5.2 Registration

- a) The Developer agrees to procure that this Deed is registered on the title of the Land as soon as practicable (and within 10 business days after execution of this Deed).
- b) The parties agree and acknowledge that if any of the Land is subdivided and/or sold, then all the obligations in this Deed are jointly and severally binding on, and enforceable against, the owner of all or any of the Land from time to time, on whose title this Deed is registered, as if each owner for the time being had entered into this Deed.
- c) If requested by the Developer in writing, the Council agrees to do all things necessary at the Developer's cost to have the Deed removed from the title to the Land after the 6(a) allotment and the Hoop Pine allotment are dedicated to the Council.

5.3 Agreement to Effect the Transfer subject to the Prior Creation of Easements

Council and the Developer agree that prior to affecting the transfer of the 6(a) allotment and the Hoop Pines allotment to Council, the Council and Developer will at the Developer's cost, create easements for the following purposes:

- a) Right of Carriageway including an easement for repairs and access for services across the land zoned Open Space 6(a) between the 2(a) and 7(c2) zoned land on or about the site marked on the Subdivision Plan as an access track in terms set out in Schedule 8 of the Conveyancing Act, 1919;
- b) Right of Carriageway, for the purpose of access to Council infrastructure (including pumps, pipes and tank), assets (including the Hoop Pines) and the existing heritage listed house on the Land in terms set out in Schedule 4A of the Conveyancing Act, 1919.

The Developer shall at all times be responsible for the construction, repair and maintenance of the works within the Rights of Carriageway. The standard of construction of the works within the Rights of Carriageway shall be determined by

Council at the time development application/s for the Land are determined by Council.

6. DEVELOPMENT NOT ACHIEVABLE

If for any reason the Plan of Subdivision is not approved by Council or re-development of the Land does not occur within a period of 12 months from the date of this Deed, the Developer shall, within one (1) month of receiving written notification from the Council, prepare a Plan of Dedication of the 6(a) allotment and the Hoop Pine allotment ("Plan of Dedication"). The Developer shall lodge a Development Application with Council seeking approval for the Plan of Dedication. Upon receiving consent and the Subdivision Certificate, the Developer shall lodge the Plan of Dedication for registration at the Land Titles Office. All costs associated with the preparation of the Plan of Dedication, obtaining the Subdivision Certificate and registration of the Plan of Dedication are to be borne by the Developer.

7. ASSIGNMENT OF LANDS

The Developer must not transfer, lease, part with or share the possession of, grant any licence affecting, charge, mortgage, encumber or otherwise deal with or dispose of the Land (or any part of it) other than with the prior written consent of the Council until this Agreement has been registered on the title to the GHS land.

8. DISPUTE RESOLUTION

8.1 Notice of Dispute

If a party claims that a dispute has arisen under this Deed (**Claimant**), it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).

8.2 Response to Notice

Within 20 Business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

8.3 Negotiation

The nominated representatives must:

- a) meet to discuss the matter in good faith within 10 Business days after service by the Respondent of notice of its representative; and
- b) use reasonable endeavours to settle or resolve the dispute within 15 Business days after they have met.

8.4 Further Notice if not Settled

If the dispute is not resolved within 15 Business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute ("**Dispute Notice**").

8.5 Mediation

The parties agree that a dispute shall be mediated if it is the subject of a Dispute Notice, in which case:

- a) the parties must agree the terms of reference of the mediation within 5 Business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- b) the Mediator will be agreed between the parties, or failing agreement within five Business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply to appoint a mediator;
- c) the Mediator appointed pursuant to this **clause 8.5** must:
 - (i) have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- d) the Mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- e) the parties must within 5 Business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- g) in relation to Costs and expenses:
 - (i) each party will bear their own professional and expert Costs incurred in connection with the mediation;
 - (ii) the Costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full Costs of the mediation to be borne by that party.

8.6 Litigation

If the dispute is not finally resolved in accordance with **clause 8**, either party is at liberty to litigate the dispute.

8.7 Continue to Perform obligations

Each party must continue to perform its obligations under this Deed, notwithstanding the existence of a dispute.

9. COSTS

The Developer agrees to pay or reimburse the Costs of the Council in connection with advertising and exhibiting this planning agreement in accordance with the EP&A Act.

10. GST

10.1 Consideration does not include GST

Any consideration for a supply made by a party under or in connection with this Agreement (unless specifically described in this Agreement as "GST inclusive") is GST exclusive ("GST exclusive consideration") and does not include any amount for GST.

10.2 GST Payable

- a) If anything supplied by a party under or in connection with this Agreement constitutes a taxable supply, in addition to the supplier's entitlement to be paid the GST exclusive consideration, the supplier will, subject to first issuing a tax invoice, be entitled to recover from the recipient of the supply an amount on account of the GST payable in respect of that taxable supply ("GST Amount").
- b) The GST Amount shall be:
 - (i) equal to the value of the taxable supply calculated in accordance with the GST Act multiplied by the prevailing GST rate; and
 - (ii) payable within fourteen days of written demand by the supplier to the recipient.

10.3 Adjustment Event

If in relation to a taxable supply under or in connection with this Agreement an adjustment event occurs that gives rise to an adjustment, then the GST Amount will be adjusted accordingly and where **clause 10.2** applies to the taxable supply and a payment is necessary, a payment will be made to reflect the change in the GST Amount (by the recipient to the supplier in respect of an increase in the GST Amount and by the supplier to the recipient in respect of a decrease in the GST Amount). If a payment is required, it will be made within 10 Business days of the issue of an adjustment note by the supplier who must issue an adjustment note immediately upon becoming aware of the adjustment event concerned.

10.4 Reimbursement

Notwithstanding any other provision of this Agreement, any amount payable under or in connection with this Agreement, which is calculated by reference to a cost,

expense or amount paid or incurred by a party to this Agreement, will be reduced by an amount equal to any input tax credit to which that party is entitled in respect of that cost, expense or amount.

10.5 Interpretation

In this clause 10:

- a) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* as amended or replaced from time to time and any associated legislation including without limitation delegated legislation;
- b) "GST law" has the meaning given to that expression in the GST Act;
- c) the words or expressions "adjustment", "adjustment event", "consideration", "GST", "recipient", "supplier", "recipient", "tax invoice", "taxable supply", and any other words or expressions used in this clause that are defined in the GST Act shall have the same meaning as they have in GST law;
- d) the expression "prevailing GST rate" shall mean 10% or such other rate of GST as is payable by the supplier under the GST law.

11. NO FETTER

- a) This Deed is not intended to operate to fetter, in any unlawful manner:
 - (i) the sovereignty of the Parliament of the State to make any Law;
 - (ii) the power of the Executive Government of the State to make any statutory rule; or
 - (iii) the exercise of any statutory power or discretion of any minister of the State or any Authority.(all referred to in this clause as a "Discretion").
- b) If, contrary to the operation of this clause, any provision of this Deed is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:
 - (i) they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;
 - (ii) in the event that this clause cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Deed has full force and effect; and
 - (iii) to endeavour to satisfy the common objectives of the parties in relation to the provision of this Deed which is held to be an unlawful fetter to the extent that is possible having regard to the relevant court judgment.

12. GENERAL

12.1 Notices

- a) A party notifying or giving notice under this Deed must do so in writing sent by prepaid registered post or facsimile and the original by post to the Authorised Representative at the address or facsimile number specified in **Schedule 1**.
- b) A notice given in accordance with **clause 12.1** will be deemed to have been given and received:
 - (i) if delivered, on receipt;
 - (ii) if posted, 3 Business days after posting;
 - (iii) if sent by facsimile on confirmation of the correct transmission of the facsimile; and
 - (iv) Any notice received after 5.00 pm or on a day not a Business day shall be deemed to have been received at 9.00 am on the next Business day.

12.2 Authorised Representatives

- a) The Authorised Representatives may perform any function of the respective parties under this Deed.
- b) A notice or communication given or made to an Authorised Representative is effective as if it had been given by the party they represent.
- c) A party may substitute an Authorised Representative after first giving written notice to the other party.

12.3 Effect of Scheduled terms and conditions

The parties agree to comply with the terms and conditions contained in the Schedules as if those rights and obligations were expressly set out in full in the operative parts of this Deed.

12.4 New Laws

If the Developer is obliged by a new legal requirement to do something or pay an amount which it is already contractually obliged to do or pay under this Deed then, to the extent only that the relevant obligation is required under both the new legal requirement and this Deed, compliance with the new legal requirement will constitute compliance with the relevant obligation under this Deed.

12.5 Waiver

- a) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another party.
- b) A waiver by a party is only effective if it is in writing.
- c) 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.

12.6 Governing Law

This Deed is governed by New South Wales law.

12.7 Prior Agreements Superseded

This Deed:

- a) wholly replaces and excludes all prior agreements, correspondence, negotiations, representations, explanations and statements between the parties covering or in connection with the matters covered by this Deed; and
- b) is the entire agreement between the parties in respect of the matters covered by this Deed.

12.8 Modification of Deed

No modification or alteration of any provision of this Deed will be valid unless it is in writing and signed by all parties to this Deed.

12.9 Representations and warranties

The parties represent and warrant that they have power to enter into this Deed and comply with their obligations under the Deed and that entry into this Deed will not result in the breach of any law.

12.10 Severability

- a) The parties agree that to the extent permitted by Law, this Deed prevails to the extent it is inconsistent with any Law.
- b) If a clause or part of a clause of this Deed 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.
- c) If any clause or part of a clause is illegal, enforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

12.11 Confidentiality, Media Releases and Enquiries

- a) The parties agree that the terms of this Deed are not confidential and this Deed may be treated as a public document and exhibited or reported without restriction by either party.
- b) If requested by a party, the other party must:
 - (i) not issue, publish or authorise any media release or advertisement concerning this Deed, without obtaining the other party's prior written approval; and
 - (ii) obtain a similar obligation from their contractors.
- c) The parties agree, and must procure that any Mediator agrees as a condition of their appointment that:

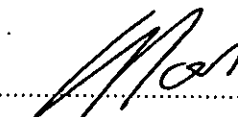
- (i) Confidential Information has been supplied to some or all of the parties in the negotiations leading up to the making of this Deed; and
 - (ii) the parties may disclose to each other further Confidential Information in connection with the subject matter of this Deed; and
 - (iii) subject to paragraphs (iv) and (C) below, to keep confidential all Confidential Information, disclosed to them during or in relation to the expert determination or mediation; and
 - (iv) a party may disclose Confidential Information in the following circumstance:
 - (A) to a party or adviser who has signed a confidentiality undertaking to the same effect as this **clause 12.11**; or
 - (B) in order to comply with a Law, State Government policy, local government policy or the ASX Listing Rules; or
 - (C) for a purpose necessary in connection with an expert determination or mediation.
- d) The parties must keep confidential and must not to disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
- (i) views expressed or proposals or suggestions made by a party or the expert during the expert determination or mediation relating to a possible settlement of the dispute;
 - (ii) admissions or concessions made by a party during the expert determination or mediation in relation to the dispute; or
 - (iii) information, documents or other material, including Confidential Information concerning the dispute which are disclosed by a party during the expert determination or mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.

12.12 No fiduciary relationship

Nothing in this Deed will be construed or interpreted as constituting the relationship between the parties as that of a partnership, joint venture or any form of fiduciary relationship.

EXECUTED AS A DEED

Executed by Alan John Ford on behalf)
of Gosford City Council pursuant to)
Power of Attorney Book 4150 No. 130)



.....
A.J. Ford

UBnd
49 Mann St
Gosford 2250

Signed, sealed and delivered by
NARARA ECOVILLAGE CO-OPERATIVE
LIMITED (ABN 86879868574)
in the presence of:

)
)
)
)
)

.....
Signature


.....
Signature of Witness

JOHN TALBOTT
.....
Name of signatory (block letters)

LYNDALL PARRIS
.....
Name of Witness (block letters)

SCHEDULE 1

Authorised Representatives

Party	Details
Council	Name: <i>Aidan Ford</i> Address: <i>49 MANN ST Gosford</i> Fax: <i>43 232 477</i> Telephone: <i>43 258 222</i>
Developer:	Name: Address: Fax: Telephone:

MA

Attachment "A"

LEP 464

Clause 1 Gosford Local Environmental Plan No 464

Gosford Local Environmental Plan No 464

under the
Environmental Planning and Assessment Act 1979

1 Name of plan

This plan is *Gosford Local Environmental Plan No 464*.

2 Aims of plan

This plan aims to facilitate the disposal of surplus government land, being Gosford Horticultural Institute.

3 Land to which plan applies

This plan applies to Lot 1, DP 1087535, Research Road, Narara, as shown on the map marked "Gosford Local Environmental Plan No 464" deposited in the office of the Gosford City Council.

4 Amendment of Gosford Planning Scheme Ordinance

Gosford Planning Scheme Ordinance is amended as set out in Schedule 1.

5 Amendment of Interim Development Order No 122—Gosford

Interim Development Order No 122—Gosford is amended as set out in Schedule 2.

Gosford Local Environmental Plan No 464

Amendment of Gosford Planning Scheme Ordinance

Schedule 1

Schedule 1 Amendment of Gosford Planning Scheme Ordinance

(Clause 4)

[1] **Clause 3 Interpretation**

Insert in appropriate order in the definition of *Scheme map* in clause 3 (1):

- Gosford Local Environmental Plan No 464—Sheet 1

[2] **Clause 49U**

Insert after clause 49T:

49U Subdivision and regional transport infrastructure—Gosford Horticultural Institute

- (1) This clause applies to the land shown coloured light scarlet with heavy black edging and lettered “2 (a)” on Sheet 1 of the map marked “Gosford Local Environmental Plan No 464” deposited in the office of the Council, but does not apply to such land if the whole or any part of it is in a special contributions area (as defined by section 93C of the Act).
- (2) The object of this clause is to require assistance towards the provision of regional transport infrastructure and services to satisfy needs that arise from development on land to which this clause applies, but only if the land is developed intensively for urban purposes.
- (3) Despite any other provision of this Ordinance, the Council must not grant consent to the subdivision of the land to which this clause applies if the subdivision of land would create additional lots on land that, immediately before the commencement of *Gosford Local Environmental Plan No 464*, was within Zone No 5 (a) (Special Uses), unless the Director-General has certified in writing to the Council that satisfactory arrangements have been made to contribute to the provision of regional transport infrastructure and services in relation to those lots.
- (4) Subclause (3) does not apply to any lot:
 - (a) identified in the certificate as a residue lot, or
 - (b) that is proposed in the development application to be reserved for public open space, public roads, public utilities, educational facilities or any other public purpose.
- (5) Subclause (3) does not apply to a subdivision for the purposes only of rectifying an encroachment on any existing allotment.

Page 3

Gosford Local Environmental Plan No 464

Schedule 1 Amendment of Gosford Planning Scheme Ordinance

-
- (6) *State Environmental Planning Policy No 1—Development Standards* does not apply to development for the purposes of subdivision in respect of land to which this clause applies.

[3] Schedule 8 Environmental Heritage

Insert after the matter relating to No 39 Pearsons Street, Narara, under the heading **heritage items**:

Former Grafting Shed/Administration Block and curtilage, Gosford Horticultural Institute, Research Road, Narara.

Group of *Araucaria cunninghamii* (Hoop Pines) near farm complex, Gosford Horticultural Institute, Research Road, Narara.

Group of *Taxodium distichum* (Bald Cypress) inside front gate, Gosford Horticultural Institute, Research Road, Narara.

Manager's Cottage, Hen House (former Shower Block) and curtilage, Gosford Horticultural Institute, Research Road, Narara.

Main Entrance Gate Posts, Gosford Horticultural Institute, Research Road, Narara.

Plantation of *Carya illinoensis* (Pecan), Gosford Horticultural Institute, Research Road, Narara.

Row of *Pyrus calleryana* (Callery Pear), Gosford Horticultural Institute, Research Road, Narara.

Specimen of *Syncarpia glomulifera* (Turpentine) on eastern boundary, Gosford Horticultural Institute, Research Road, Narara.

Type specimen of *Pyrus calleryana* (Callery Pear) strain D6, Gosford Horticultural Institute, Research Road, Narara.

Gosford Local Environmental Plan No 464

Amendment of Interim Development Order 122—Gosford

Schedule 2

**Schedule 2 Amendment of Interim Development
Order 122—Gosford**

(Clause 5)

[1] Clause 2

Insert at the end of clause 2 (2A):

Land at Narara, being part of Lot 1, DP 1087535, as shown
distinctively coloured and lettered, on the map marked "Gosford
Local Environmental Plan No 464—Sheet 1" deposited in the
office of the Council.

[2] Clause 3

Insert in appropriate order in the definition of *I.D.C. Map* in clause 3 (1):
Gosford Local Environmental Plan No 464—Sheet 2



0 50 100 200 Metres
 SCALE 1:8,000 @ A4 Portrait

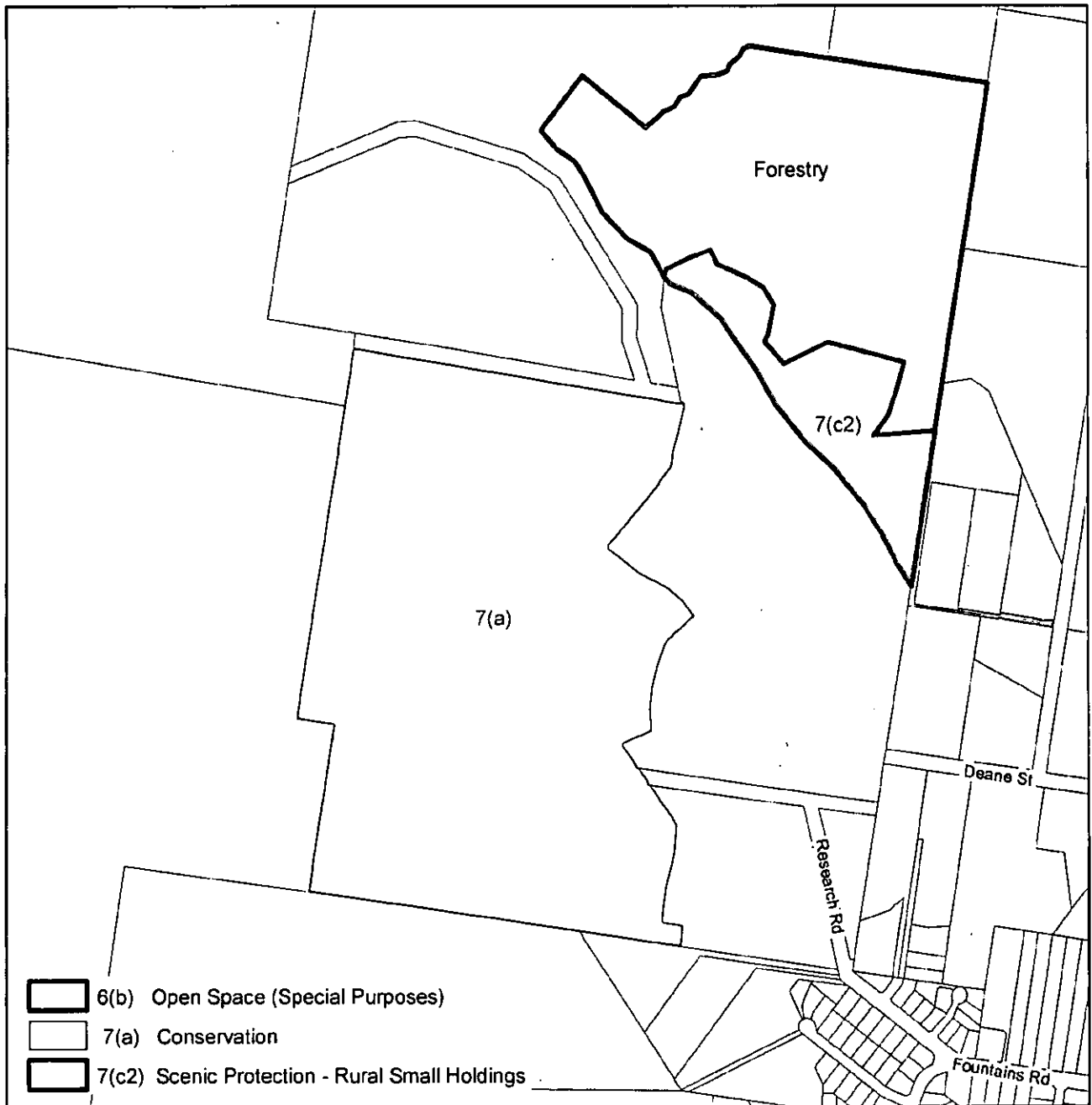
LOCALITY: NARARA






ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979
 GOSFORD
 LOCAL ENVIRONMENTAL PLAN No. 464
 SHEET 1

DEPARTMENT FILE: CC0000049	STATEMENT OF RELATIONSHIP WITH OTHER PLANS: AMENDS INTERIM DEVELOPMENT ORDER 122 AND GOSFORD PLANNING SCHEME ORDINANCE
RELATED FILE REFERENCES:	
CERTIFICATE ISSUED UNDER SEC. 65 E.P.A. ACT 1979	DATE: 04/07/2007
REZONING APPLICATION NUMBER: RA2006.208	PUBLISHED IN GOVERNMENT GAZETTE OF
\\Wike\GIS\Projects\EnvPlanning\LEP\LEPdata\RA2006.208LEP_GPSO.mxd	CERTIFIED INACCORDANCE WITH THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979 AND REGULATIONS
	FOR COUNCIL DATE

W. Richardson
 22.11.07



-  6(b) Open Space (Special Purposes)
-  7(a) Conservation
-  7(c2) Scenic Protection - Rural Small Holdings

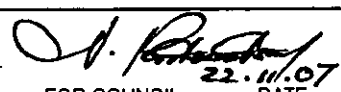
0 35 70 140 Metres


SCALE 1:8,009 @ A4 Portrait

LOCALITY: NARARA



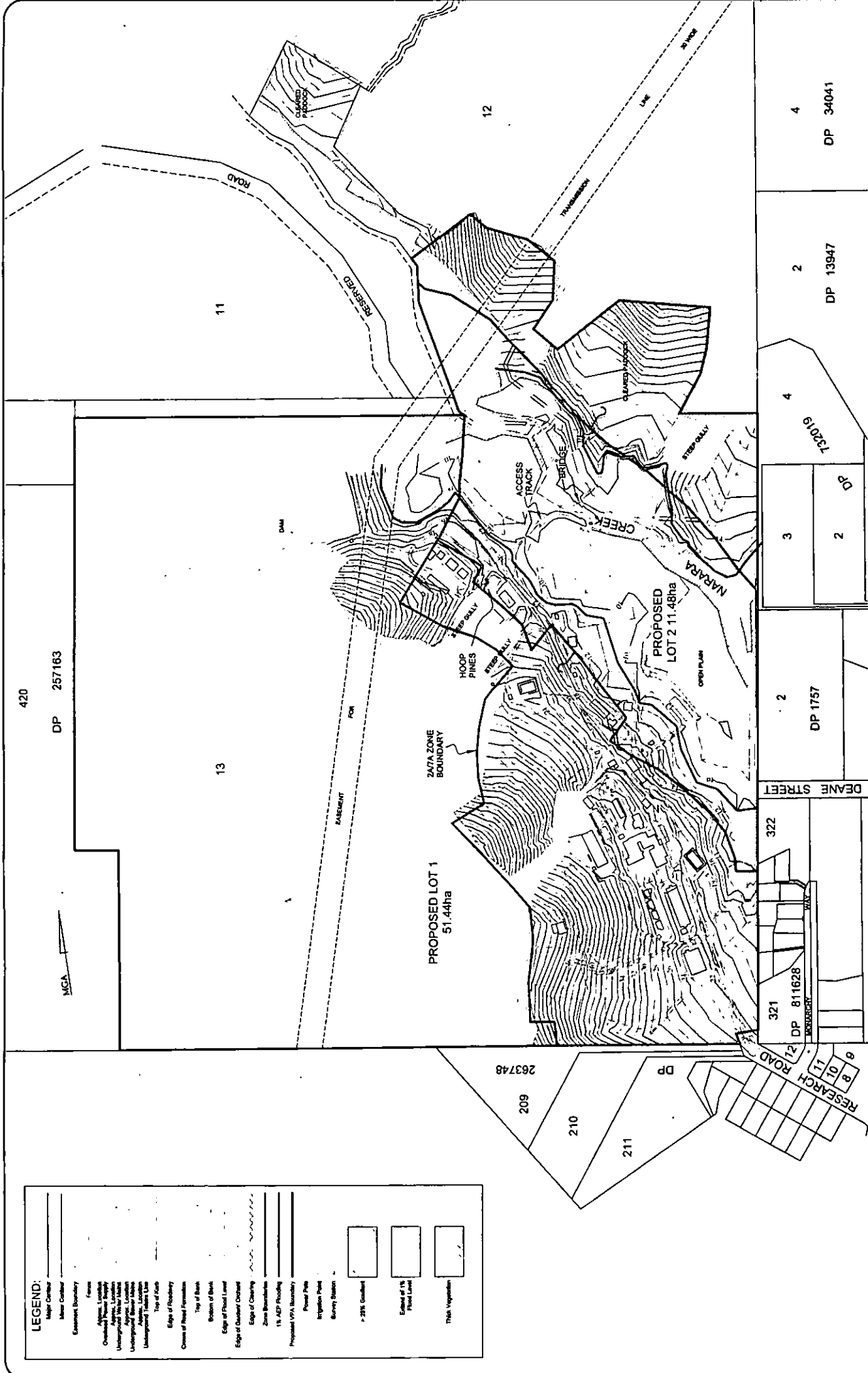
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979
 GOSFORD
 LOCAL ENVIRONMENTAL PLAN No. 464
 SHEET 2

DEPARTMENT FILE: CC0000049		STATEMENT OF RELATIONSHIP WITH OTHER PLANS: AMENDS INTERIM DEVELOPMENT ORDER 122	
RELATED FILE REFERENCES:			
CERTIFICATE ISSUED UNDER SEC. 65 E.P.A. ACT 1979	DATE: 04/07/07	PUBLISHED IN GOVERNMENT GAZETTE OF	
REZONING APPLICATION NUMNER: RA2006.208		CERTIFIED INACCORDANCE WITH THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979 AND REGULATIONS	 22.11.07 FOR COUNCIL DATE
\\Nike\GIS\Projects\EnvPlanning\LEP\LEPdata\RA2006.208LEP_IDO.mxd			

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Attachment "B"

Hoop Pine allotment



LEGEND:

- Major Centre
- Minor Centre
- Element Boundary
- Fence
- Overhead Power Supply
- Uninterrupted White Lines
- Uninterrupted Yellow Lines
- Uninterrupted Green Lines
- Uninterrupted Red Lines
- Uninterrupted Blue Lines
- Top of Bank
- Edge of Roadway
- Crease of Road Formation
- Top of Bank
- Bottom of Bank
- Edge of Flood Level
- Edge of Gully/Channel
- Edge of Clearing
- Zone Boundaries
- 1% AEP Flooding
- Proposed VPA Boundary
- Power Pole
- Integration Point
- Survey Station
- ± 25% Gradient
- Edge of 1% Flood Level
- Thick Vegetation

SURVEYING CIVIL DEVELOPMENT CHASE BURKE HARVEY Etna: (02) 4387 7334 Hornsby: (02) 9482 9498 www.chaseburke.com.au		Plan Showing Proposed VPA Boundaries for Lot 13 in DP 1126998 Research Road, NARARA
LOT NO. 13 PLAN NO. DP 1126998 SUBURB. GOSFORD LOCAL AUTHORITY GOSFORD LOCALITY NORTHLIMBERLAND STATE NSW	DATE 23.8.75 SCALE 1:1000 PROJECT NO. 13	PROJECT NAME Narara Ecovillage Co-operative Ltd PROJECT NO. 2012242 PROJECT DATE 2007/2008 PROJECT BY E JACK & BISHOP PROJECT NO. 8 BISHOP
SCALE 0 20 40 80 120 160 200 REDUCTION RATIO 1:2000 @ A1 & 1:4000 @ A3	DATE REV REVISION DETAILS	PROJECT NO. 13 PLAN NO. DP 1126998 SUBURB. GOSFORD LOCAL AUTHORITY GOSFORD LOCALITY NORTHLIMBERLAND STATE NSW