

Planning Agreement

25, 29 & 35 Scott Street, Liverpool

Liverpool City Council

and

Goldstein & Rush Pty Ltd

and

Barclay Bannister Pty Ltd,

Macquarie Learning Centre Pty Limited,

Fadi Hatem, Theresa Hatem and Andrew Elazzi

Table of contents

1.	Planning Agreement under the Act	2
2.	Application of Section 94 and 94A of the Act to the Development	2
3.	Scope and application of this Agreement	2
4.	Operation of this Agreement	3
5.	Definitions and interpretation	3
6.	Monetary Contribution to be made by the Developer	6
7.	Acquisition of Land	6
8.	Registration of this Agreement	7
9.	Dispute Resolution	8
10.	Notices	9
11.	Approvals and consent	10
12.	Variation of Agreement	10
13.	Costs	10
14.	Entire Agreement	11
15.	Further acts	11
16.	Governing law and jurisdiction	11
17.	Joint and several liability	11
18.	No fetter	11
19.	Representations and warranties	11
20.	Severability	11
21.	Modification	12
22.	Waiver	12

23.	GST	12
24.	Counterparts	12
25.	Assignment and Transfer	13
26.	Explanatory Note relating to this Agreement	13
Schedule 1	Reference Schedule	14
Schedule 2	Explanatory Note	17

Planning Agreement

Date

Parties

Liverpool City Council

of 33 Moore Street, Liverpool NSW 2170

(the Council)

Goldstein & Rush Pty Ltd

ACN 122 216 531 of Suite 1, Level 1, 31 Scott Street, Liverpool NSW 2170

(the Developer)

Barclay Bannister Pty Ltd

ACN 126 291 549 of Khourys & Associates of Suite 101, 20 Railway Street, Liverpool NSW 2170

Macquarie Learning Centre Pty Limited

ACN 160 390 394 of Antony Lawyers, Suite 1, 31 Scott Street, Liverpool, NSW 2170

Fadi Hatem of 13 Old Kent Rd Greenacre, NSW,2190

Theresa Hatem of 13 Old Kent Rd Greenacre, NSW,2190

Andrew Elazzi of 1495 Camden Valley Way Leppington , NSW, 2179

Goldstein & Rush Pty Ltd

ACN 122 216 531 of Suite 1, Level 1, 31 Scott Street, Liverpool NSW 2170

(the Owners)

Recitals

A. The Developer and the Owners are the owners of the Land.

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- B. The Developer has lodged with the Council a Development Application seeking approval to carry out the Development on the Land.
 - C. The Development Application was accompanied by an offer by the Developer to enter into a Planning Agreement with the Council to make the Developer's Contribution.
 - D. The Council has agreed to acquire the Acquired Land for the purpose of a public laneway provided the Minister for Local Government gives approval to the Council giving a proposed acquisition notice for the purposes of section 187(2) of the *Local Government Act 1993*.
 - E. The Developer, the Owners and the Council agree to enter into this Agreement.
-

The Parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Planning Agreement under the Act

- 1.1 The Parties agree that this Agreement is a Planning Agreement governed by subdivision 2 of Division 6 of Part 4 of the Act.
- 1.2 Subject to clause 7.4, the Developer's Contribution only applies to the Development Application as approved by Council excluding any amendment or modification.

2. Application of Section 94 and 94A of the Act to the Development

Subject to clause 7.4, the Parties agree that this Agreement excludes the operation of sections 94 and 94A of the Act in relation to the Development Application.

3. Scope and application of this Agreement

This Agreement binds the Parties and applies to the Land on which the Development is to be carried out by the Developer.

4. Operation of this Agreement

This Agreement takes effect on execution of this Agreement.

5. Definitions and interpretation

5.1 Definitions

In this Agreement:

Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW) and includes any regulations made under that Act
Approval	means any certificate, licence, consent, permit, approval or other requirement of any Authority or any variation to them having jurisdiction in connection with the activities contemplated by this Agreement.
Authority	means any government, semi-government, statutory or administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person.
Acquired Land	means the land described in Item 6 of Schedule 1.
CPI	means the Sydney Consumer Price Index (All Groups) published by the Australian Bureau of Statistics.
Compulsory Acquisition	means the compulsory acquisition of land undertaken by the Council pursuant to the provisions of the <i>Local Government Act 1993</i> or <i>Roads Act 1993</i> and the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> .
Construction Certificate	has the same meaning as in the Act.
Council's Representative	means the person specified in Item 3 of Schedule 1 who is duly authorised to give approval under this Agreement.
Developer	means the entity described in Item 1 of Schedule 1.

Development	means the proposal of the general nature set out in Item 5 of Schedule 1 to be completed by the Developer in accordance with the Development Consent.
Development Application	means the development application identified in Item 5 of Schedule 1 and includes all plans, reports, models, photomontages, material boards (as amended or supplemented) submitted to the consent authority before the determination of that application.
Development Consent	means the approval granted by the Council to the Development Application for the Development and includes all modifications made to that consent.
Developer's Contribution	means the Monetary Contribution.
Easement	means an easement for access created over the Acquired Land in favour of Endeavour Energy upon terms acceptable to the Council and Endeavour Energy.
GST	has the same meaning as in the GST Law.
GST Law	has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
LPI	means Land and Property Information New South Wales.
Land	means the land identified in Item 4 of Schedule 1, comprising the land the subject of the Development Application.
Law	means <ul style="list-style-type: none"> (a) any law applicable including the common law and principles of equity, legislation, ordinances, regulations, by-laws and other subordinate legislation; and (b) any Approval, including any condition or requirement under it.

Loss	means any loss, claim, action, liability, damage, demand, cost, charge, which Council, its employees, officers, agents, contractors and workmen sustains, pays, suffers or incurs or is liable for arising in connection with the carrying out by the Developer of any item of the Developer's Works and the performance by the Developer of any obligation under this Agreement, including reasonable legal and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability, and all amounts reasonably paid in settlement of any claim or action.
Monetary Contribution	means an unendorsed bank cheque for the amount specified in Item 7 of Schedule 1 payable to the Council in accordance with clause 6 of this Agreement.
Occupation Certificate	means an interim or final occupation certificate and has the same meaning as in the Act.
Owner	means the persons described in Item 2 of Schedule 1.
Party	means a party to this Agreement.
Planning Agreement	has the same meaning as in the Act.
Public Benefit	means the public benefits identified in Item 6 of Schedule 1.

5.2 Interpretation

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) a reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (d) 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.

- (e) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (f) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular.
- (g) references to the word 'include' or 'including' are to be construed without limitation.
- (h) 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.
- (i) Any schedules and attachments form part of this Agreement.
- (j) A word defined in the Act has the same meaning in this Agreement.

6. Monetary Contribution to be made by the Developer

- 6.1 The Developer must pay the Monetary Contribution (indexed by the increase in the CPI since the date of this Agreement) to the Council on or before 1 June 2017.
- 6.2 The Developer must reimburse Council any reasonable interest charges, as may be incurred by Council in accordance with Council's standard practice, between the date of this Agreement and the settlement date for the acquisition of the Acquired Land.
- 6.3 The Council shall apply the Monetary Contribution towards:
 - (a) the costs and compensation payable for the Compulsory Acquisition or acquisition by agreement of the Acquired Land; or
 - (b) any other public purpose as described by the Council's relevant contributions plan under s94A of the Act applicable to the Liverpool Town Centre.
- 6.4 Subject to clauses 7.4 and 7.5, the Parties agree that upon payment of the Developer's Contribution, the Developer will not be required to make any further contributions to the embellishment of the Acquired Land for the purposes of creating a public laneway for pedestrian access arising from the carrying out of the Development on the Land.

7. Acquisition of Land

- 7.1 The Council shall take all steps reasonably necessary to acquire the Acquired Land either by agreement or by Compulsory Acquisition.
- 7.2 Upon acquisition of the Acquired Land the Council will use the Acquired Land for the purposes of a public laneway for pedestrian access, and must undertake such

embellishment works of the Acquired Land, within 3 months of practical completion of the Development, in order for this use to occur.

- 7.3 If, for the purposes of carrying out the Development, the Developer is required by the Development Consent to erect one or more electricity substations on the Acquired Land, the Council shall grant an Easement to Endeavour Energy for the purposes of access to any electricity substations over the Acquired Land.
- 7.4 If the Developer obtains a modification to the Development Consent in order to erect one or more electricity substations on the Acquired Land, then the Developer's Contribution will apply to that modification and no further developer contribution nor payment under sections 94 or 94A of the Act will be required for the purposes of that modification.
- 7.5 Notwithstanding clause 7.4, the Developer may be required to carry out works to screen and appropriately treat electricity substations relocated on the Acquired Land.

8. Registration of this Agreement

8.1 Registration of Agreement

The Developer and the Owners must promptly:

- (a) obtain any necessary consents to the registration of this Agreement on the title to the Land;
- (b) lodge the Agreement for registration with LPI;
- (c) promptly comply with any requisitions that may be raised with regard to registration of the Agreement from LPI;
- (d) produce to the Council within 35 days of execution of this Agreement, details of lodgement of this Agreement with LPI; and
- (e) following registration of this Agreement, notify the Council of registration, enclosing a title search of the Land confirming the registration.

8.2 Removal of Agreement

- (a) If a strata plan of subdivision for the Development is lodged at LPI for registration, the Council shall at the Developer's expense, do all things and execute all documents necessary to cause this Agreement to then be only registered on the title of the common property comprised within the strata plan.
- (b) Provided the Council is satisfied the Developer has duly fulfilled its obligations under this Agreement and is not otherwise in default of any of the obligations under this Agreement the Council will, when requested by the Owner or the Developer, promptly execute any form and supply such other information and do any thing as reasonably required by the Owner or the Developer to enable

the removal of this Agreement from the title of the Land, or any part of the Land including, if applicable, the common property comprised within the strata plan referred to in clause 8.2(a).

9. Dispute Resolution

9.1 Reference to dispute

If a dispute arises between the Parties in relation to this Agreement, then any Party may seek to resolve the dispute in accordance with this clause 9 provided that nothing in this clause prevents a Party from seeking urgent interlocutory relief in relation to a breach of this Agreement.

9.2 Notice of dispute

The Party wishing to commence dispute resolution processes must notify the other Parties of:

- (a) the nature, or subject matter, of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause 9;
- (b) the intent to invoke this clause 9;
- (c) (if practicable) the outcomes which the notifying Party wishes to achieve.

The contents of a notice issued under this clause 9.2 are deemed to be confidential. The Party issuing the notice may (but is not obliged to) assert legal professional privilege in respect of the contents.

9.3 Principals of parties to meet

The principals of the Parties (and in the case of the Council, the principal may include the person acting in the role of General Manager as defined in the *Local Government Act 1993*, or such person as is nominated by that officer in writing) must promptly (and in any event within 14 days of written notice) meet in good faith to attempt to resolve the notified dispute. The Parties may, without limitation:

- (a) resolve the dispute during the course of that meeting;
- (b) agree that further material, expert opinion, or consideration is needed to effectively resolve the dispute (in which event the Parties will in good faith agree to a timetable for resolution); or
- (c) agree that the Parties are unlikely to resolve the dispute and in good faith agree to a form of alternative dispute resolution (including expert determination, arbitration, or mediation) which is appropriate for the resolution of the relevant dispute.

9.4 Neither party may constrain

If:

- (a) at least one meeting has been held in accordance with clause 9.3; and
- (b) the Parties have been unable to reach an outcome identified in clauses 9.3(a) to (c); and
- (c) a Party (acting in good faith) forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under clause 9.3,

then the Party referred to in clause 9.3(c) may, by 14 days' notice to the other Parties, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause 9 does not of itself amount to a breach of this Agreement.

10. Notices

10.1 Service of Notice

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 Item 8 of Schedule 1;
or
- (b) faxed to that Party at its fax number set out in Item 8 of Schedule 1.

10.2 Change of address

If a Party gives another Party ten 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.

10.3 Time of service of Notice

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, two 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.

10.4 **Service after hours, on weekends and holidays**

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 5:00 pm 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.

11. **Approvals and consent**

Except as otherwise set out in this Agreement, 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 consent. A Party must give its reasons for withholding consent or for giving consent subject to conditions.

12. **Variation of Agreement**

The Parties may agree to vary the terms of this Agreement. Any such variation shall be evidenced by a written variation executed by the Parties and must comply with the provisions of section 93G of the Act.

13. **Costs**

13.1 **Legal and administrative costs**

- (a) The Developer and the Owners must pay their own legal costs with respect to the negotiation, preparation and execution of this Agreement.
- (b) The Developer must pay the Council's legal costs with respect to the negotiation, preparation and execution of this Agreement.
- (c) The Developer must pay on demand all legal costs (assessed on an indemnity basis) and out of pocket disbursements incurred by the Council of and incidental to:
 - (i) the giving effect to this Agreement; and
 - (ii) any enforcement of the rights under this Agreement.

13.2 **Stamp duty**

The Developer is liable for and must pay all stamp duty (including any fine or penalty except where it arises from default by any other Party) on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it.

14. 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.

15. 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.

16. Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the jurisdiction of the courts of that state.

17. Joint and several liability

Any agreement, covenant, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually.

18. No fetter

Nothing in this Agreement will be construed as limiting or fettering in any way the exercise by the Council of any statutory discretion or duty.

19. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and that entry into this Agreement will not result in the breach of any law.

20. 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 remainder of this Agreement is not affected.

21. Modification

Subject to clause 12 of this Agreement 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.

22. Waiver

A waiver by either Party is only effective if it is given in writing, and that waiver will only relate to the particular obligation or breach (as the case may be) identified in that communication.

23. GST

- 23.1 In this clause terms used have the meaning given to them by the GST Law as defined in Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (the 'GST Act').
- 23.2 If a Party to this Agreement (the 'Supplier') makes a supply under or in connection with this Agreement and is liable by law to pay GST on that supply, then the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.
- 23.3 If this Agreement requires a Party to pay for, or reimburse any expense, loss or outgoing (**reimbursable expense**) suffered or incurred by another Party, the amount required to be paid, or reimbursed by the first Party is the amount of the reimbursable expense net of any input tax credit or reduced input tax credit to which the other Party is entitled in respect of the reimbursable expense.
- 23.4 If a Party to this Agreement has the benefit of an indemnity for a cost, expense, loss or outgoing (**indemnified cost**) under this Agreement, the indemnity is for the indemnified cost net of any input tax credit or reduced input tax credit to which that Party is entitled in respect of the indemnified cost.
- 23.5 Each Party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other Party to claim any input tax credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this Agreement.
- 23.6 Subject to the operation of this clause, and unless otherwise expressly stated amounts in this Agreement are GST exclusive.

24. Counterparts

- 24.1 This Agreement may be executed in any number of counterparts.
- 24.2 All counterparts taken together will be taken to constitute one Agreement.

25. Assignment and Transfer

25.1 Unless the matters specified in clause 25.2 are satisfied, the Developer must not do any of the following:

- (a) transfer or assign the Land to any person, or
- (b) assign, transfer dispose or novate to any person the Developer's rights or obligations under this Agreement.

25.2 The matters required to be satisfied for the purposes of clause 25.1 are as follows:

- (a) the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or obligations under this Agreement are to be assigned or novated, of an agreement in favour of the Council on terms satisfactory to the Council acting reasonable;
- (b) the Council, by notice in writing to the Developer, has stated that evidence satisfactory to the Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement;
- (c) the Developer is not in breach of this Agreement; and
- (d) the Council otherwise consents to the transfer, assignment or novation in writing.

25.3 Any purported dealing in breach of this clause 25.2 is of no effect.

25.4 Notwithstanding clause 25.1 the Developer may enter into a contract for sale, and may sell and transfer to a transferee part of the Land forming a strata lot in any proposed strata plan, without compliance with clause 25.2.

26. Explanatory Note relating to this Agreement

26.1 Schedule 2 contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.

26.2 Pursuant to clause 25E(7) of the Regulation, each Party agrees that the Explanatory Note in Schedule 2 is not to be used to assist in construing this Agreement.

Schedule 1 Reference Schedule

<p>Item 1 Developer's Details</p>	<p>Developer's Name: Goldstein & Rush Pty Limited Developer's ACN 122 216 531 Developer's Address: Suite 1, Level 1, 31 Scott Street, Liverpool, NSW, 2170</p>
<p>Item 2 Owners' Details</p>	<p>Barclay Bannister Pty Ltd ACN 126 291 549 of Khourys & Associates of Suite 101, 20 Railway Street, Liverpool NSW 2170 Macquarie Learning Centre Pty Limited ACN 160 390 394 of Antony Lawyers, Suite 1, 31 Scott Street, Liverpool, NSW 2170 Fadi Hatem of 13 Old Kent Rd Greenacre, NSW, 2190 Theresa Hatem of 13 Old Kent Rd Greenacre, NSW, 2190 Andrew Elazzi of 1495 Camden Valley Way Leppington, NSW, 2179 Goldstein & Rush Pty Limited ACN 122 216 531 of Suite 1, Level 1, 31 Scott Street, Liverpool, NSW, 2170</p>
<p>Item 3 Council's Representative</p>	<p>Chief Executive Officer Telephone: 9821 9222 Facsimile: Email: lcc@liverpool.nsw.gov.au</p>
<p>Item 4 Land</p>	<p>Lot 11 DP 262442</p>
<p>Item 5 Development Application</p>	<p>DA1070/2015 lodged on 13 November 2015 for construction of an 11 storey commercial office building with four levels of basement parking</p>
<p>Item 6 Acquired Land</p>	<p>Lot 1 in DP 153264 known as 37 Scott Street, Liverpool is acquired for the purposes of a public laneway for pedestrian access.</p>
<p>Item 7 Monetary Contribution</p>	<p>A monetary contribution of \$1.5 million to be paid as set out in clause 6 of this Agreement.</p>
<p>Item 8 Notices</p>	<p>Council Council Name: Liverpool City Council</p>

	<p>Address: 33 Moore Street, Liverpool, NSW, 2170</p> <p>Attention: Chief Executive Officer</p> <p>Telephone: 9821 9222</p> <p>Facsimile: 9821 9333</p> <p>Email: icc@liverpool.nsw.gov.au</p> <p>Developer/Owner</p> <p>Name: Goldstein & Rush Pty Ltd</p> <p>Address: Level 1, Suite 1, 31 Scott Street, Liverpool, NSW, 2170</p> <p>Attention: Mr Antony Elazzi</p> <p>Telephone: 0414 33 11 22</p> <p>Facsimile: 9822 5775</p> <p>Email: <u>antony@elazzi.com</u></p> <p>Owners</p> <p>Name: Barclay Bannister Pty Ltd</p> <p>Address: Khourys & Associates of Suite 101, 20 Railway Street, Liverpool NSW 2170</p> <p>Attention: Antony Elazzi</p> <p>Telephone: 0414 331122</p> <p>Facsimile:</p> <p>Email: antony@elazzi.com</p> <p>Name: Macquarie Learning Centre Pty Limited</p> <p>Address: Antony Lawyers, Suite 1, 31 Scott Street, Liverpool, NSW 2170</p> <p>Attention: Antony Elazzi</p> <p>Telephone: 0414 331122</p> <p>Facsimile:</p> <p>Email: antony@elazzi.com</p> <p>Name: Fadi Hatem</p> <p>Address: 13 Old Kent Rd Greenacre, NSW, 2190</p> <p>Attention: Antony Elazzi</p> <p>Telephone: 0414 331122</p> <p>Facsimile:</p> <p>Email: antony@elazzi.com</p> <p>Name: Theresa Hatem</p>
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	<p>Address: 13 Old Kent Rd Greenacre, NSW,2190 Attention: Antony Elazzi Telephone: 0414 331122 Facsimile: Email: antony@elazzi.com</p> <p>Name: Andrew Elazzi Address: 1495 Camden Valley Way Leppington , NSW, 2179 Attention: Antony Elazzi Telephone: 0414 331122 Facsimile: Email: antony@elazzi.com</p>
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Schedule 2 Explanatory Note

EXPLANATORY NOTE

Voluntary Planning Agreement 25, 29 & 35 Scott Street, Liverpool

Introduction

The purpose of this Explanatory Note is to provide a summary to support the notification of a draft Voluntary Planning Agreement (***Planning Agreement***) made pursuant to Section 93F of the *Environmental Planning and Assessment Act 1979*, in relation to a development consent no. DA/1070/2015 (***Consent***) as amended, being for construction of an 11 storey commercial office building with four levels of basement parking at 25,29 & 35 Scott Street, Liverpool (***Development***).

This Explanatory Note has been prepared jointly by the parties, as required by Clause 25E(3) of the *Environmental Planning and Assessment Regulation 2000*. This explanatory note is not to be used to assist in construing the Planning Agreement.

Parties to the Planning Agreement

The parties to the Planning Agreement are Goldstein & Rush Pty Ltd (***Developer***) Barclay Bannister Pty Ltd, Macquarie Learning Centre Pty Limited, Fadi Hatem, Theresa Hatem and Andrew Elazzi (***Owners***) and Liverpool City Council (***Council***).

Description of the subject land

The Planning Agreement applies to 25,29 & 35 Scott Street, Liverpool being Lot 11 DP 262442, Lot 20 DP 1103972, Lot 12 DP 262442 (***Land***).

Description of the proposed Development

The Consent is for construction of an 11 storey commercial office building with four levels of basement parking.

Summary of objectives, nature and effect of the Planning Agreement

The objective of the Planning Agreement is to facilitate acquisition of land adjoining the Land being Lot 1 in DP 153264 known as 37 Scott Street, Liverpool (***the Laneway Land***) for the purposes of a public laneway for pedestrian access by the Council.

The Planning Agreement is to facilitate an active street frontage on the adjoining land at 37 Scott Street, Liverpool which is to be purchased by Council and developed as a public laneway.

The nature and effect of the Planning Agreement will involve the implementation of Developer Obligations, as set out in the Planning Agreement, that:

- A monetary contribution of \$1.5 million to be paid to Council on or before 1 June 2017 as set out in clause 6 of the Agreement to be used by Council for the purpose of acquisition of the Laneway Land and for any other public purpose as described by the Council's relevant contributions plan under S94A of the Act applicable to the Liverpool Town Centre.

ASSESSMENT OF THE MERITS OF THE PLANNING AGREEMENT

The planning purposes served by the Planning Agreement

In accordance with Section 93F(2) of the EPA Act, the Planning Agreement has the following public purposes:

- The provision of public land and Section 94A works.

The Developer Obligations outlined in the Planning Agreement provide a reasonable means for achieving these purposes.

How the Planning Agreement promotes the objects of the Environmental Planning and Assessment Act 1979

In accordance with Section 5 of the EPA Act, the Planning Agreement promotes the Objects of the EPA Act and specifically achieves the Objectives stated at Section 5(a)(i) to 5(a)(vii) in the following manner:

- Represents an orderly and economic use and development of land; and
- Provides land for public purposes and community facilities (road), through the implementation of the Developer Obligations outlined within the Planning Agreement.

How the Planning Agreement promotes the public interest

The Planning Agreement is in the public interest as it will result in land dedication, easement for access and support, and construction of laneway for public purposes. These works will contribute towards meeting the present and future needs of the local community.

How the Planning Agreement promotes the objects of the Local Government Act 1993

The Planning Agreement is consistent with the following purposes of the *Local Government Act 1993*:

- To give Councils the ability to provide goods, services and facilities, and to carry out activities, appropriate to the current and future needs of local communities and the wider public.
- To give Councils a role in the management, improvement and development of the resources of their areas.

How the Planning Agreement promotes elements of Council's charter

In accordance with Clause 25E(2)(d), Council's charter is provided at Section 8 of the Local Government Act 1993. In this respect, the Planning Agreement promotes the Council's charter in the following ways:

- Provides adequate, equitable and appropriate services and facilities for the community, in the form of the Developers' Obligations, as outlined in the Planning Agreement.

Whether the Planning Agreement, amendment or revocation conforms with Council's capital works program

Council's Corporate Plan incorporates capital work projects aimed at vehicular and pedestrian connections. In this respect, the terms of the Planning Agreement conforms to that intent.

Whether the Planning Agreement specifies that certain requirements of the Planning Agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

The Monetary Contribution must be paid to the Council in accordance with the Planning Agreement, which requires payment in full on or before 1 June 2017.

The Impact of the Planning Agreement on the Public or any Section of the Public

The Planning Agreement will not adversely affect the public in any manner as it places obligations on the Developers that will affect the Developers and the Land only.

The Planning Agreement will benefit the public because it will enable the delivery of new infrastructure.

Signing page

Planning Agreement

25,29 & 35 Scott Street, Liverpool

Signed by **Liverpool City Council** by)
its Attorney, pursuant to the Power of)
Attorney Registered Book 4675 No. 791)
)
)
)
)
)
)

.....
[Redacted Signature].....
Signature of Attorney
DAVID MAGUIRE
.....
Name of Attorney
PUBLIC OFFICER

I certify that I am an eligible witness and that the delegate signed in my presence

[Redacted Signature].....
Signature of witness

ZORANKO JEB
.....
Name of Witness

33 MOORE ST. LIVERPOOL 2170
.....
Address of Witness

Signing page

Executed as an agreement

Executed for and on behalf of **Liverpool City Council** in the presence of:

SEE PAGE
20A

Dir *EF*

Signature of

Signature of

Full name (print)

Full name (print)

Executed by **Goldstein Rush Pty Ltd**
ACN 122 216 531 in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Executed by **Barclay Bannister Pty Limited**
ACN 126 291 549 in accordance
with section 127(1) of the *Corporations Act 2001*
(Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

**Executed by Macquarie Learning Centre
Pty Limited ACN 160 390 394** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:

Signature of Director

Full name (print)

Signature of Director/Company Secretary

Full name (print)

MARC ELAZZI

Executed by Fadi Hatem in the presence
of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Signature of Fadi Hatem

Executed by Theresa Hatem in the
presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Signature of Theresa Hatem

SONIA ELAZZI

Executed by Andrew Elazzi in the presence of:



Signature of witness



Signature of Andrew Elazzi

SONIA ELAZZI

Full name of witness (print)

Address of witness (print)