

Planning Agreement

A Voluntary Planning Agreement to satisfy the requirement of deferred commencement condition 1(a) to development consent 10.2022.324.1, providing for all the works detailed within the Site Action Plan Coomburra Crescent, prepared by Bushland Restoration Services, dated 6 March 2023 (with two additional nesting boxes to be installed adjacent to the works area).

DA 10.2022.324.1

Landowners:

Mr Charles Goldsmith, Mr Ronald Lemons, Mrs Amanda Lemons.

Council:

**Byron Shire Council
ABN: 14 472 131 473**

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PLANNING AGREEMENT for the purposes of section 7.4 of the *Environment Planning and Assessment Act 1979*.

Parties to this Deed

Owner/s	Name	Mr Charles Goldsmith
	Address	15 Dandaloo Way, Ocean Shores
	Contact Email	cg@cassette.com.au
	Name	Mr Ronald Lemons
	Address	15 Dandaloo Way, Ocean Shores
	Contact Email	ron@simplyframeless.com.au
	Name	Mrs Amanda Lemons
	Address	15 Dandaloo Way, Ocean Shores
	Contact Email	mandylemons@gmail.com
Council	Name	Byron Shire Council
	Address	Mullumbimby Office
	ABN	14 472 131 473
	Contact Name	
	Contact email	council@byron.nsw.gov.au
	Fax	02 6684 3018

Background

- A Mr Charles Goldsmith, Mr Ronald Lemons, and Mrs Amanda Lemons own the land which was the subject of development application 10.2022.324.1, being premises known as 15 Dandaloo Way, Ocean Shores.
- B The development application was appealed to the Land and Environment Court in 2022/286672.
- C The Land and Environment Court upheld the applicant's appeal and granted development consent to DA 10.2022.324.1, subject to conditions, including deferred commencement condition 1(a).
- D Deferred Commencement 1(a) required a Voluntary Planning Agreement to be entered into between the owners of 15 Dandaloo Way and Byron Shire Council, providing for the completion of all the works detailed within the Site Action Plan Coomburra Crescent, prepared by Bushland Restoration Services, dated 6 March 2023. Additionally, two additional nesting boxes are to be installed adjacent to the works area.

Operative provisions

Part 1 – Preliminary

1 Definitions and Interpretation

1.1 In this Deed the following definitions apply:

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

Administration Levy means the charge paid by the owners to Council and valued at 1% of the total of the Value of the Development Contributions required to be made under this Deed.

Affordable Housing has the same meaning as in the Act.

Approval includes approval, consent, licence, permission or the like.

Approved Work Drawings means the detailed plans and drawings for the Works approved by the Council referred to in Schedule 5.

Authority means any:

- (a) federal, state or local government;
- (b) a Minister of the Crown;
- (c) department of any federal, state or local government;
- (d) any court or administrative tribunal; or
- (e) public authority established under any legislation;
- (f) statutory corporation or regulatory body.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Complete or **Completed** means delivered or concluded in accordance with the requirements of the Works Provisions.

Confidential information means any information and all other knowledge at any time disclosed (whether in writing and 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 be reasonably considered to be of a confidential nature.

Construction Contract means a contract or arrangement entered into between the owners as principal and another person under which the other person undertakes to provide Work required by this Deed, or to supply related goods and services, for the owners.

Contractor means the contractor under a Construction Contract.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

Deed means this agreement and includes any schedules, annexures and appendices to this Deed.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of works, or the provision of any other material public benefit which is required to be made under this Deed.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

Event of Default means a breach of this Deed.

Land means the land upon which the works of the Site Action Plan Coomburra Crescent, prepared by Bushland Restoration Services, dated 6 March 2023, are to occur, being Lot 1688 DP 244384 at 7 Coomburra Crescent, Ocean Shores.

Landowner means those owners of premises known as 15 Dandaloo Way, Ocean Shores, who have entered into the Voluntary Planning Agreement with Byron Shire Council.

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work.

Part 6 Certificate means a certificate under Part 6 of the Act.

Participation Rules means the participation rules as determined by the Electronic Conveyancing National Law as set out in the *Electronic Conveyancing (Adoption of National Law) Act 2012 (NSW)*.

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

PEXA means Property Exchange Australia Ltd.

Planning Application means a Development Application, an application to modify a Development Consent, an application for a complying development certificate (within the meaning of the Act) or an application for a Part 6 Certificate.

Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Site Action Plan means the report prepared by Bushland Restoration Services, dated 6 March 2023, contained at Annexure A to this deed.

Subdivision Certificate has the same meaning as in the Act.

Value means the \$ amount agreed between the Parties as the value of a Development Contribution made under this Deed, as shown in the Contributions Table or as otherwise agreed between the Parties.

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

Works Provisions means the provisions in Schedule 4, if any.

- 1.2 **Interpretation** - In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.2.1 **Headings** are inserted for convenience only and do not affect the interpretation of this Deed.
 - 1.2.2 A reference in this Deed to a **business day** means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Deed to **dollars or \$** means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
 - 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Deed 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.
 - 1.2.7 A reference in this Deed to any **agreement, deed or document** is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a **clause, part, schedule or attachment** is a reference to a clause, part, schedule or attachment of or to this Deed.
 - 1.2.9 An expression importing a **natural person** includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 Where a **word or phrase is given a defined meaning**, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 1.2.11 A word which denotes **the singular denotes the plural**, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - 1.2.12 References to the word '**include**' or '**including**' are to be construed without limitation.
 - 1.2.13 A reference to **this Deed** includes the agreement recorded in this Deed.
 - 1.2.14 A reference to a **Party to this Deed** includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
 - 1.2.15 A reference to '**dedicate**' or '**dedication**' in relation to land is a reference to dedicate or dedication free of cost.
 - 1.2.16 Any schedules, appendices and attachments form part of this Deed.
 - 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Planning agreement under the Act

2.1 This Deed is a planning agreement governed by Subdivision 2 of Part 7 of the Act.

3 Application of this Deed

3.1 This Deed applies to the Land and the Development.

4 Date upon which this Deed takes effect

4.1 This Deed takes effect when signed by both Parties. The date on which it takes effect is specified at the end of this Deed.

5 Warranties

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed, and

5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

6.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

7 Surrender of right of appeal, etc.

7.1 The owners are not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

Part 2 – Development Contributions - General

8 Development Contributions to be made under this Deed

8.1 The monetary contribution required under this deed arises in order to satisfy deferred commencement condition 1(a) to Development Consent 10.2022.324.1.

8.2 In summary the Development Contributions are:

8.2.1 The owners are to pay a monetary contribution in the amount of \$9657.50 to facilitate Council undertaking the works specified in the Site Action Plan Coomburra Crescent, prepared by Bushland Restoration Services, dated 6 March 2023.

Additionally, two additional nesting boxes are to be installed adjacent to the works area.

Comment [MM1]: Is the intention that Council will install these? If so, should there be something express about the owners paying a monetary contribution for the boxes?

9 1% Administration Levy

- 9.1 Within 30 days of the execution of this Deed by both Parties, the owners agree to pay Council a levy, being 1% of the total Value of all Development Contributions (being an amount equating to \$96.58), towards the cost to Council of administering this Deed.

Comment [VC2R1]: The two additional nesting boxes form part of the works at item 8.2.1.

Comment [MM3]: Subject to the process re: the nesting boxes, are there any likely challenges to this amount being worked out and paid within 30 days?

10 Application of Development Contributions

- 10.1 The Council will apply each Development Contribution towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 10.2 Council will under no circumstances refund any monetary Development Contributions made under this Deed, including where the amount of the monetary Development Contribution exceeds the amount necessary to meet the public purpose for which the monetary Development Contribution was made.

11 Application of s7.11, s7.12 and s7.24 of the Act to the Development

- 11.1 This Deed does not exclude application of s7.11 to the Development.
- 11.2 This Deed does not exclude the application of s7.12 to the Development.
- 11.3 This Deed does not exclude the application of s7.24 to the Development.
- 11.4 Benefits under this Deed are not to be taken into consideration when determining a development contribution under s7.11 of the Act in relation to the Development.

Part 3 – Monetary Development Contributions

12 How money is paid

- 12.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council. Council will not accept any other forms of payment.

Part 5 – Review, Monitoring and Dispute Resolution

13 Review of Deed

- 13.1 If either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed the Party may request a review of the whole or any part of this Deed.
- 13.2 For the purposes of clause 13.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other Authority to restrict or prohibit any aspect of the Development.
- 13.3 If a review is requested in accordance with clause 13.1, the Parties are to use all reasonable endeavours, in good faith, to agree on and implement appropriate amendments to this Deed.
- 13.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 13.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 13.1 (but not 13.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.
- 13.6 If the Parties agree to amend this Deed under this clause 13, any such amendment must be in writing and signed by the Parties, and exhibited in accordance with the Act and Regulation.

14 Dispute resolution – expert determination

- 14.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
 - 14.1.1 the Parties to the Dispute agree that it can be so determined, or
 - 14.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 14.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 14.3 If a notice is given under clause 14.2, the Parties are to meet within 10 business days of the notice in an attempt to resolve the Dispute.
- 14.4 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 14.5 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 14.6 The Parties are to share equally the costs of the President, the expert, and the expert determination.

15 Dispute Resolution - mediation

- 15.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 14 applies.
- 15.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 15.3 If a notice is given under clause 15.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 15.4 If the Dispute is not resolved within a further 20 business days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 15.5 If the Dispute is not resolved by mediation within a further 20 business days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 15.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 15.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 10 – Other Provisions

16 Confidentiality

- 16.1 This agreement is a public document and its terms are not confidential.
- 16.2 The parties acknowledge that:
 - 16.2.1 Confidential Information may have been supplied to some or all of the Parties in negotiations leading up to the making of this agreement; and
 - 16.2.2 the Parties may disclose to each other further Confidential Information in connection with the subject matter of this agreement.
- 16.3 Subject to clauses 16.4 and 16.5, each Party agrees:
 - 16.3.1 not to disclose any Confidential Information received before or after the making of this agreement to any person without the prior written consent of the Party who supplied the Confidential Information; or
 - 16.3.2 to take all reasonable steps to ensure all Confidential Information received before or after the making of this agreement is kept confidential and protected against unauthorised use and access.
- 16.4 A Party may disclose Confidential Information in the following circumstances:

- 16.4.1 in order to comply with the law, or the requirements of any Authority; or
- 16.4.2 to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the Confidential Information confidential.
- 16.5 The obligations of confidentiality under this clause do not extend to information which is public knowledge other than as a result of a breach of this clause.

17 Notices

- 17.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
 - 17.1.1 delivered or posted to that Party at its address, or
 - 17.1.2 emailed to that Party at its email address.
- 17.2 For the purposes of this clause a Party's address and email address are as noted under '**Parties to this Deed**'.
- 17.3 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 17.4 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 17.4.1 delivered, when it is left at the relevant address,
 - 17.4.2 sent by post, 2 business days after it is posted, or
 - 17.4.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 17.5 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

18 Costs

- 18.1 The owners are to pay to the Council the Council's costs of preparing, negotiating, executing and stamping and registering this Deed, and any document related to this Deed within 5 business days of a written demand by the Council for such payment.

19 Entire Deed

- 19.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.

- 19.2 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 Deed was executed, except as permitted by law.

20 Further Acts

- 20.1 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 Deed and all transactions incidental to it.

21 Governing Law and Jurisdiction

- 21.1 This Deed is governed by the law of New South Wales.
- 21.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 21.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

22 Joint and Individual Liability and Benefits

- 22.1 Except as otherwise set out in this Deed:
- 22.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
- 22.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

23 No Fetter

- 23.1 The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the Act.
- 23.2 This deed is not intended to operate, and shall not be construed as operating to fetter, in any unlawful manner:
- 23.2.1 the power of Council to make any law; or
- 23.2.2 the exercise by Council of any statutory power, discretion or duty.
- 23.3 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law.

24 Illegality

- 24.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

25 Severability

- 25.1 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.
- 25.2 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 Deed, but the rest of this Deed is not affected.

26 Amendment

- 26.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with section 203 of the Regulation.

27 Waiver

- 27.1 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 breach of obligation by, another Party.
- 27.2 A waiver by a Party is only effective if it:
 - 27.2.1 is in writing,
 - 27.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 27.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 27.2.4 is signed and dated by the Party giving the waiver.
- 27.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 27.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and 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.
- 27.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

28 Explanatory Note

- 28.1 The Appendix contains the Explanatory Note relating to this Deed required by s205 of the Regulation.
- 28.2 Pursuant to s205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

29 Electronic Execution

- 29.1 Each Party:
 - 29.1.1 consents to this Deed being signed by electronic signature by the methods set out in clause 29.3;
 - 29.1.2 agrees that those methods validly identify the person signing and indicates that person's intention to sign this Deed;
 - 29.1.3 agrees that those methods are reliable as appropriate for the purpose of signing this Deed, and
 - 29.1.4 agrees that electronic signing of this Deed by or on behalf of a Party by those methods indicates that Party's intention to be bound.
- 29.2 If this Deed is signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- 29.3 For the purposes of clause 29.1, the methods are:
 - 29.3.1 insertion of an image (including a scanned image) of the person's own unique signature onto the Deed; or
 - 29.3.2 insertion of the person's name onto the Deed; or
 - 29.3.3 use of a stylus or touch finger or a touch screen to sign the Deed, provided that in each of the above cases, words to the effect of 'Electronic signature of me, [insert full name], affixed by me, or at my direction, on [insert date]' are also included on the Deed; or
 - 29.3.4 use of a reliable electronic signing platform (such as DocuSign or AdobeSign) to sign the Deed; or
 - 29.3.5 as otherwise agreed in writing between the Parties.

Execution

Executed as a Deed

Dated:

[COUNCIL'S EXECUTION CLAUSE TO BE AMENDED AS APPROPRIATE IF NOT SIGNING PURSUANT TO DELEGATION UNDER S377 OR S378 OF THE LG ACT E.G. BY POWER OF ATTORNEY]

Executed on behalf of the Council by its authorised delegate pursuant to **[*s377/*s378 INSERT RELEVANT POWER OF DELEGATION]** of the *Local Government Act 1993* in the presence of:

I certify that I am an eligible witness and the authorised delegate signed this dealing in my presence.

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

Signature of Witness

Signature of **[*Chief Executive Officer/*[Insert other role]**

Name of Witness

Name of **[*Chief Executive Officer/*[Insert other role]**

Address of Witness

***[IF SIGNED BY ELECTRONIC SIGNATURE THEN ADD 'Electronic signature of me, [Insert name] affixed by me, or at my direction, on [Insert date electronic signature was affixed]']**

***[IF SIGNED BY ELECTRONIC SIGNATURE THEN ADD 'Electronic signature of me, [Insert name] affixed by me, or at my direction, on [Insert date electronic signature was affixed]']**

Executed by the Landowner

Certified correct for the purposes of the *Real Property Act 1900* by the authorised person(s) whose signature(s) appear below.

Signature **Mr Charles Goldsmith (Owner)**

Signature of **Mr Ronald Lemons (Owner)**

Name of **Mr Charles Goldsmith**

Name of **Mr Ronald Lemons**

Signature **Mrs Amanda Lemons (Owner)**

Name of **Mrs Amanda Lemons**

APPENDIX: EXPLANATORY NOTE

For the purposes of *Environmental Planning and Assessment Regulation 2021* (section 205) in respect of a draft Planning Agreement under s7.4 of the *Environmental Planning and Assessment Act 1979*.

1. Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (the planning agreement).

This explanatory note explains what the planning agreement is proposing, how it delivers public benefit and whether it is an acceptable means of achieving the proposed planning outcomes.

2. The parties to this planning agreement are:

Byron Shire Council; and

Mr Charles Goldsmith, Mr Ronald Lemons, and Mrs Amanda Lemons, the owners of 15 Dandaloo Way, Ocean Shores.

3. The development consent subject to the planning agreement is:

10.2022.324.1

4. The land the subject to the planning agreement is:

Lot 1688 DP 244384 at 7 Coomburra Crescent, Ocean Shores.

5. Description of the planning agreement

The objectives of the planning agreement are to satisfy the requirement of deferred commencement condition 1(a) to development consent 10.2022.324.1, providing for all the works detailed within the Site Action Plan Coomburra Crescent, prepared by Bushland Restoration Services, dated 6 March 2023, with the addition of two nesting boxes to be installed adjacent to the works area.

Will the contributions be in the form of land, works or a monetary contribution?

The contributions required by the planning agreement will be provided in the form of a monetary contribution paid to Byron Shire Council. The contribution is for approximately \$9,657.50.

6. Assessment of the merits of the planning agreement

How is the planning agreement in the public interest?

The planning agreement is in the public interest as it proposes assisted natural

regeneration of habitat within an area of approximately 1200m², as well as the planting of 30 trees and maintenance of the site for a minimum period of five years.

What is the impact, positive or negative, of the planning agreement on the public or any section of the public?

The positive impact of the planning agreement on the public is the regeneration and enhancement of public owned land.

How does the planning agreement conform with the planning authority's capital works program, if any?

NA.

Does the planning agreement specify that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued?

NA.

Are there any other matters which a reasonable member of the public would wish to know in understanding this planning agreement?

The Site Action Plan provides a good explanation of the works to occur and the benefit of those works. As an Annexure to the deed, it will be available for public review.

Annexure A – Site Action Plan Coomburra Crescent, prepared by
Bushland Restoration Services, dated 6 March 2023.