

# Deed of Agreement – Tree Replacement



Off Site Tree Replacement Election	DA-20 /
------------------------------------	---------

## BACKGROUND

- A. In accordance with Bayside Council **Development Control Plan 2022** 3.8.2 accepts offset planting on public land subject to an applicant or property owner entering into a deed of agreement that is supported by a condition of consent under s4.16 of the Environmental Planning and Assessment Act.
- B. The purpose of this Agreement is to provide for a funding arrangement between an applicant and Council where Council has approved an application involving the removal of tree/s required by way of a condition of consent replacement planting. An applicant may choose to either replant on private land at the ratio required or enter into an arrangement with Council to provide funding to Council for the replanting of the trees on public land.
- C. The parties to this Agreement:
- Acknowledge that maintenance of the tree canopy in Bayside has been identified as a key environmental factor and increase in improving the quality of urban life
  - Recognise that the Bayside tree canopy is under pressure from increased residential densities. Lot sizes have reduced over time and houses have become larger. In combination with changes in lifestyle that have resulted in more paving and in-ground pools there is reduced space available for the planting of trees on private land
  - Accept this Agreement as satisfying a condition of consent on the Development Application nominated above provided that all trees that are subject to a replanting requirement in the Consent have been accounted for either through this Agreement or replaced on site at the appropriate ratio.
- D. The Consent specifies that a Tree Location Plan must be lodged with Council prior to the issue of a Construction Certificate, nominating the location and species of trees to be replanted. Where an applicant is relying on this Agreement to satisfy the Consent, this Agreement must be in place prior to the issue of a Construction Certificate.

## TERMS

1. This Agreement is between Council and

Name : \_\_\_\_\_ (“the Applicant/Owner”)

Address : \_\_\_\_\_

2. At the time of submitting this form the Applicant/Owner agrees to pay Council \$ \_\_\_\_\_ for the planting of \_\_\_\_\_ trees on public land on behalf of the Applicant in accordance with Consent No. \_\_\_\_\_ towards the maintenance and increase tree canopy in Bayside.
3. The Council agrees to  
Plant the required trees and undertake maintenance as required.

## Privacy Statement

The personal information provided on this form (including your name and other details) will be handled in accordance with the *Privacy and Personal Information Protection Act 1998* and may be available to the public under various legislation. Refer also to the Privacy Statement on Council’s website

### Postal address

PO Box 21, Rockdale NSW 2216  
ABN 80 690 785 443

### Bayside Customer Service Centres

Rockdale Library, 444-446 Princes Highway, Rockdale  
Westfield Eastgardens, 152 Bunnerong Road, Eastgardens

E [council@bayside.nsw.gov.au](mailto:council@bayside.nsw.gov.au)

W [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au)

T 1300 581 299 | 02 9562 1666

# Deed of Agreement – Tree Replacement



## 4. Miscellaneous provisions

- a) If GST or similar value added tax is imposed on any supply under or in accordance with this Deed, the amount payable for that supply is increased by the amount of that GST, unless the amount payable already specifically includes that GST. The party seeking payment must provide a GST tax invoice (or any other thing required under any legislation) in the form required, and in the time provided for, by the relevant legislation.
- b) Nothing in this agreement is intended to limit or fetter Council's proper performance of its statutory functions or duties and clauses are to be construed (if possible) consistently with the proper exercise of those functions and duties.
- c) This Deed does not create a relationship of agency between the parties. Neither party shall act or represent itself as acting on behalf of the other party.

**Executed as a Deed** Executed by an authorised representative(s) on behalf of the Applicant/Owner:

Name of signatory:

Name of Witness:

Signature

Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Executed by Council Officer : \_\_\_\_\_ on behalf of Bayside Council

Name of Council Officer

Name of Witness

Signature

Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## PROCESS

To submit this form, please use the NSW Planning Portal. Ensure that your submission includes detailed landscape plans indicating the tree(s) that will be accommodated within the site boundary. Once submitted an assessment of this form and supporting documentation will be conducted and ACCEPTANCE of the Deed of Agreement will be granted through a Fee Notice, and payment of that fee is required before the issuing a Construction Certificate.

Office Use only	Receipt No.	Date	/	/	Amount paid \$
-----------------	-------------	------	---	---	----------------

## Privacy Statement

The personal information provided on this form (including your name and other details) will be handled in accordance with the *Privacy and Personal Information Protection Act 1998* and may be available to the public under various legislation. Refer also to the Privacy Statement on Council's website

### Postal address

PO Box 21, Rockdale NSW 2216  
ABN 80 690 785 443

### Bayside Customer Service Centres

Rockdale Library, 444-446 Princes Highway, Rockdale  
Westfield Eastgardens, 152 Bunnerong Road, Eastgardens

E [council@bayside.nsw.gov.au](mailto:council@bayside.nsw.gov.au)

W [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au)

T 1300 581 299 | 02 9562 1666

Telephone Interpreter Services: 131 450

Τηλεφωνικές Υπηρεσίες Διερμηνέων

بخدمة الترجمة الهاتفية

電話傳譯服務處

Служба за преведување по телефон

CM 24/95223