Chullora Marketplace

353-355 Waterloo Road, Greenacre in the State of New South Wales comprising Lot 9, DP 10945 & Lot 41, DP 1037863.

PLANNING AGREEMENT

Under s7.4 of the Environmental Planning and Assessment Act 1979

Canterbury-Bankstown City Council (ABN 45 985 891 846)

and

Henroth Pty Limited (ACN 000 109 866)

Draft/Final : <Insert Date>
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Representative: Dan Maurici  
Senior Development Manager
Voluntary Planning Agreement

Execution Date

XX

Parties

Canterbury-Bankstown Council (ABN 45 985 891 846) of 66-72 Rickard Road, Bankstown, NSW, 2200 (Council)

and

Henroth Pty Limited (ACN 000 109 866) of Level 6, 180 Ocean Street, Edgecliff, NSW, 2027 (Developer)

Together referred to as “the Parties”

Background

A. The Developer owns the land identified in Schedule 2 (Land) being Lot 9 of DP 10945 and Lot 41 of DP 1037863. The Land is within the Canterbury-Bankstown local government area and the Bankstown Local Environmental Plan 2015 applies to it.

B. The Developer has sought to make amendments to the LEP with respect to the Land as provided for in the Planning Proposal dated August 2019 (Planning Proposal). Council has resolved that the Planning Proposal be prepared for the following amendments to the LEP:

a. For the site at Lot 41, DP 1037863:

i. Apply a minimum 0.35:1 FSR for the purposes of non-residential development, while retaining the existing 1:1 FSR for the site.

ii. Amend the maximum building height of 11 metres along the southern boundary to 9 metres, while increasing the 11 metres maximum building height to 14 metres along the eastern and western boundaries, and to 20 metres for the remainder of the site.

b. For the site at Lot 9, DP 10945:

i. Rezone the site from Zone R2 Low Density Residential to Zone B2 Local Centre.

ii. Increase the maximum 0.5:1 FSR for the site to a 1:1 FSR.

iii. Within the 1:1 FSR envelope, apply a minimum 0.35:1 FSR for the purposes of non-residential development.

iv. Increase the maximum building height from 9 metres to 14 metres.

C. The Developer intends to submit Development Applications or a Concept Development Application, a comprehensive Development Application with staged construction, or separate Development Applications for the development of the Land, pursuant to the LEP amendment.

D. The Developer has offered to enter into a Planning Agreement (Agreement) in accordance with section 7.4 of the Act in connection with the Planning Proposal.

E. The Developer has offered to make Development Contributions in connection with carrying out of the Development pursuant to the LEP amendment, in accordance with this Agreement.
F. The Development Contributions that the Developer has agreed to make pursuant to this Agreement are:

i. Access in perpetuity to the public open space for the minimum area identified in the site specific DCP.

ii. Construction of:

a. a new footpath within the Waterloo Road road reserve along the frontage of the Land;

b. cycle links from the Land to Lockwood Park and to the north–south regional cycleway which runs along Maiden Street–Roberts Road;

c. undergrounding of power lines on the eastern side of Waterloo Road (extending from 343 to 355 Waterloo Road);

d. a roundabout and associated splitter islands at the Waterloo Road and Como Roads intersection, including associated drainage and civil works;

e. a signalised pedestrian crossing on the northern side of the Waterloo Road and Norfolk Road intersection;

f. two bus shelters on Waterloo Road, fronting the Land;

g. improved street lighting in the mid-block connection that links the Land to Watergum Way (to its north-east); and

iii. Monetary Contributions towards a district level recreation facility and district level community facility, and towards the construction of playground equipment within the existing Northcote Park.

G. The Development Contributions that the Developer has agreed to make pursuant to this Agreement will be made when the benefit of the LEP amendments with respect to the Land is taken up by the developer/owner of the Land. The making of the Development Contributions will be dependent upon the Developer ultimately obtaining Development Consent for a building with a height greater than 11 metres. Any Development Consent for works within the existing building envelope, including commercial fit-outs, upgrade of the existing building, signage or any other ‘day to day’ works, are not required to make a Development Contribution under this Agreement.

H. The Parties agree that:

a. As provided in Clause 7.3, Development Contributions under Schedule 3 of this Agreement are only required once a building is approved under a development consent greater than 11 metres in height;

b. Despite Clause H item a. above, where a Development Application is approved and a Development Contribution is required under Schedule 3, Part B of this Agreement, the making of the Development Contribution may be staged in accordance with Clause 7.4 of this agreement;

c. Despite Clause H items a. and b. above, the timing of the Development Contributions under Schedule 3, Part A and B is to be as specified in column 5 of Schedule 3, Part A and B.

d. The timing of the Development Contributions under Schedule 3, Part C is to be as specified in column 4 of Schedule 3, Part C.

I. The Developer agrees to execute this Agreement before the gazettal of the LEP amendment.
J. As provided in Clause 22.5, the Developer agrees that this Agreement is to remain registered on the title of the Land until such time as the completion of the Defects Liability Period for all Works contemplated in this Agreement.

Part 1 - Operative provisions

1. Definitions and interpretation

1.1 Definitions

The terms Agreement and Deed are used interchangeably herein in reference to this document.

In this Agreement, unless the context otherwise requires or permits, the following definitions apply:

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

Agreement means the Planning Agreement under which the Developer is required to make Development Contributions and includes any schedules, annexures and appendices to this Agreement.

Bond being a bond held in and guaranteed by an Australian bank, being an authorised deposit taking institution under the Banking Act 1959 (Cth).

Building Height has the same meaning as in the LEP.

Concept Approval has the same meaning as Development Consent.

Concept Development Application has the same meaning as in section 4.22(1) of the Act.

Consent Authority has the same meaning as in the Act.

Construction Certificate means a construction certificate within the meaning of section 6.4(a) of the Act.

Contribution Value means the estimated value of the Development Contributions as shown (subject to CPI) in Column 3 of Schedule 3.

Cost means a cost, charge, expense, outgoing, payment, fee or other expenditure of any kind.

Council Land means the land specified and described in Schedule 3, Part B, Column 2 upon which public benefits, outside of the Land, will be constructed.

CPI means the Consumer Price Index (Sydney – All Groups) as published by the Australian Bureau of Statistics, or if that index ceases to exist, any other index agreed by the parties.

DCP means Bankstown Development Control Plan 2015 and includes any development control plan applying to the Land that supersedes Bankstown Development Control Plan 2015.

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

Deed means this document, including all Schedules and annexures.

Defect means a defect with respect to any item in Schedule 3 which adversely affects the ordinary use and/or enjoyment of the particular item.
Defects Liability Period is a period of 365 days which commences at Hand-Over.

Development means any future development (as defined in the Act) of the Land the subject of the Planning Proposal and the LEP Amendment, which includes the Land, after Gazettal.

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 carrying out of Works, or the provision of any other material public benefit (including without limitation the provision of legal rights of access to the public in perpetuity over land), or any combination of them by the Developer, to be used for, or applied towards, a Public Purpose as set out in Schedule 3.

Development Site means the Land known as 353-355 Waterloo Road, Greenacre in the State of New South Wales comprising Lot 9 of DP 10945 and Lot 41 of DP 1037863 on which the Development is proposed to be carried out.

Existing Building means the building on the site as at the date of the execution of this agreement.

Gazettal means the publication of the LEP Amendment on the NSW Legislation website under section 3.24 of the Act.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Hand-Over means the handover of an Item of Work identified in Part B of Schedule 3 in accordance with Clause 15 of this Agreement.

Hand-Over Date means the date of handover of an Item of Work identified in Part B of Schedule 3 in accordance with this Agreement.

Inspection and Test Plan has the same meaning as in the NSW Government Quality Management System Guidelines for Construction June 2005 (amended March 2012) and as subsequently amended.

Land means the land specified and described in Schedule 2.

Land Access Rights means the access rights over the Plaza on Lot 41, DP 1037863 by members of the public in perpetuity as referred to in Part A of Schedule 3.

LEP means Bankstown Local Environmental Plan 2015 and includes any local environmental plan applying to the Land that supersedes Bankstown Local Environmental Plan 2015.

LEP Amendment means the instrument to amend the LEP as explained in the Planning Proposal.

Loss means any loss, claim, action, liability, damage, demands, 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 Work and the performance by the Developer of any obligation under this Agreement, including (but not limited to) 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.

Minister means the minister administering the Act unless otherwise specified.

Occupation Certificate has the same meaning as in the Act.
Owners Corporation has the same meaning as in the Strata Schemes Management Act 2015 (NSW).

Party means a party to this Agreement, including their successors, agents, and assignees.

Planning Proposal means the Planning Proposal dated August 2019 in relation to the Land, a copy of which is attached to this Agreement.

Plaza means the 950sqm public domain area and public domain embellishment works proposed to be provided on Lot 41, DP 1037863 as described in Column 2 of Part A, Item A of Schedule 3.

Practical Completion has the same meaning as in AS4000 save that the word “Superintendent” therein shall be taken to mean Council and the word “Contractor” therein shall be taken to mean the Developer.

Principal Contractor has the same meaning as in clause 293 of the Work Health and Safety Regulation 2017.

Public Facilities means a public amenity, a public service, a public facility, public land, public infrastructure, a public road, a public work, or any other act, matter or thing that meets a Public Purpose.

Public Purpose means a public purpose as referred to in section 7.4(2) of the Act.

Rectification Certificate means a compliance certificate within the meaning of section 6.4(e) of the Act to the effect that work the subject of a Rectification Notice has been completed in accordance with the Rectification Notice.

Rectification Notice means a notice in writing that identifies a Defect in an Item of Work and requires rectification of the Defect within the Defects Liability period.

Rectification Security means a bond or bank guarantee for 10% of the Security Amount.

Registered Certifier means a person who is registered under the Building and Development Certifiers Act 2018 and whose registration is in force.

Regulation means the Environmental Planning and Assessment Regulation 2000.

Section 4.55 or 4.56 Application means an application to modify a development consent under section 4.55 or section 4.56 of the Act.

Security Amount means the total value of the Works as listed under Column 3 at Part B of Schedule 3 under this Agreement,

Service Provider has the same meaning as in the NSW Government Quality Management System Guidelines, December 2019.

Staged Development Application has the same meaning as in Section 4.22 of the Act.

Strata Plan means a strata plan or strata plan of subdivision within the meaning of the Strata Schemes Act.

Strata Schemes Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Works means the delivery of works described at Part B of Schedule 3 save that where the description of the Works is inconsistent with any Development Consent then the description shall be taken to be modified to the extent necessary to be consistent with the Development Consent.
**Works-As-Executed Records** means a plan setting out a record of construction completed to the Council’s satisfaction, acting reasonably.

### 1.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

(a) The background of this Agreement, being the matters listed under the heading "Background" above, is prepared and agreed to assist in the interpretation of this Agreement. Unless expressly provided for, the matters and things addressed under that heading are used to show the intent of the Parties when entering into this Agreement.

(b) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

(c) A reference to dollars or $ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

(d) A reference to a $ value relating to a Development Contribution is a reference to the value exclusive of GST.

(e) A reference to a Business Day means a day other than a Saturday, Sunday or bank or public holiday in Sydney.

(f) If the day on which any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next business day.

(g) A reference to time is local time in Sydney.

(h) A reference 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.

(i) A reference to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.

(j) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.

(k) References to a person includes any other entity recognised by Law;

(l) An expression importing a natural person includes any company, corporation, trust, partnership, joint venture, association, body corporate, statutory body or governmental agency.

(m) 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.

(n) 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.

(o) References to the word ‘include’ or ‘including are to be construed without limitation.

(p) A reference to a party to this Agreement includes a reference to the personal representatives, legal representatives, agents and contractors of the party, and the party’s successors and assigns substituted by novation.

(q) A reference to this Agreement includes the agreement recorded in this Agreement.
Any schedules and attachments form part of this Agreement.

Notes appearing in the Agreement are operative provisions of this Agreement.

A reference in this Agreement to the name and number of a zone under Bankstown Local Environmental Plan 2015 includes a reference to an equivalent zone under any local environmental plan that supersedes the LEP.

2. **Planning agreement under the Act**

2.1 This Agreement constitutes a planning agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 and facilitates the provision of Development Contributions for the Public Benefit.

3. **Application of this Agreement**

3.1 This Agreement applies to the Land and to the Development.

4. **Status and operation of this Agreement**

4.1 **Clauses 22.1, 22.2, 22.3, 22.4 and 27.1** of this Agreement operate immediately.

4.2 The Parties agree that the balance of the terms of this Agreement are effective and binding on the parties if the amendment to the LEP proposed by the Planning Proposal is gazetted.

4.3 Notwithstanding Clause 4.2, the Parties agree that the Developer is not bound by this Agreement to provide the Development Contributions (as set out in Schedule 3) unless:

4.3.1 The LEP Amendment described in the Planning Proposal is gazetted; and

4.3.2 Development Consent is granted for the Development; and

4.3.3 The Development is physically commenced in accordance with section 4.53 of the Act, with the Development to be taken to have been physically commenced for the purposes of section 4.53 of the Act notwithstanding that a precondition to such commencement may not have been satisfied.

4.4 This Agreement will remain in force until:

4.4.1 It is terminated by operation of Law; or

4.4.2 The Council requests the Minister to determine that the LEP Amendment not proceed in accordance with s3.35(4) of the Act and the Minister agrees to such request; or

4.4.3 1 month after all of the Developer’s obligations under this Agreement are performed or satisfied (including the Defects Liability Period).

5. **Further agreements relating to this Agreement**

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

6. **Application of sections 7.11, 7.12 and 7.24 of the Act to the Development**

6.1 This Agreement does not exclude the application of sections 7.11, 7.12 and 7.24 of the Act in respect of the Development.
Part 2 - Development Contributions

7. **Provision of Development Contributions**

7.1 **Schedule 3** has effect in relation to Development Contributions to be made by the Developer under this Agreement.

7.2 The Developer is to make Development Contributions to Council in accordance with this Agreement.

7.3 Despite Clause 7.2, the Development Contributions identified in Schedule 3, Parts A, B and C are to be delivered if a Development Consent approves development with a maximum building height of at least 11m.

7.4 Where Development Consent is granted to a Development Application for development which a Development Contribution is required by virtue of clause 7.3 or otherwise in accordance with this Agreement, the making of the Development Contribution may be staged as follows:

7.4.1 **Stage 1 - Development within the south-eastern portion of the site**

For a Development Consent relating to the south-eastern portion of the Land, as identified on the plan at Schedule 5, the Developer will be required to provide Items I, J and K of the Development Contributions (as set out in Schedule 3).

7.4.2 **Stage 2 - Development within the south-western portion of the site**

For a Development Consent relating to the south-western portion of the Land, as identified on the plan at Schedule 5, the Developer will be required to provide Items A, B, D.1, E and F of the Development Contributions (as set out in Schedule 3).

7.4.3 **Stage 3 - Development over the northern portion of the site**

For a Development Consent relating to the northern portion of the Land, as identified on the plan at Schedule 5, the Developer will be required to provide all of the Development Contributions (as set out in Schedule 3) save to the extent where the Development Contributions have been provided in accordance with clauses 7.4.1 and 7.4.2.

7.5 The Monetary Contributions as set out in Part C of **Schedule 3** shall be indexed by the increase in the Consumer Price Index (All Groups Index) for Sydney as published by the Australian Bureau of Statistics at the quarter immediately prior to the payment.

7.6 The Parties expressly provide and agree that the Developer be solely responsible for the delivery of the Development Contributions and that the Contributions Values agreed on or as determined in accordance with this Agreement shall be the agreed value of delivery of those Development Contributions. It is agreed that the Developer is required to provide the Development Contributions and/or the Works at its cost and without recourse to the Council even if the actual cost of delivery exceeds the agreed Contribution Values. The Developer is not and cannot be required to make payment of any amount of money in lieu of delivery of the Works or the Land Access Rights.

8. **Application of the Development Contributions**

8.1 The Council is to apply each Development Contribution made by the Developer under this Agreement towards the Public Purpose for which it is made and otherwise in accordance with this Agreement.
9. **Procedures relating to the grant of access rights to the public in perpetuity**

9.1 The publicly accessible Plaza and open space is to be owned in perpetuity by the Developer or an Owners' Corporation.

9.2 Prior to the issue of any Occupation Certificate in relation to the Plaza or open space, the Developer will cause the registration of an easement in gross in favour of the Council, or similar instrument or instruments in favour of the Council, to provide for access and use by members of the public in perpetuity to the Plaza and/or open space for the public benefit. For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement. The terms of the easement or similar instrument are to be submitted to Council for approval and registered on title prior to the issue of the relevant Occupation Certificate. The terms of the easement shall be to Council’s satisfaction and must, without limitation or unless otherwise agreed by Council, be consistent with the following principles:

9.2.1 The registered proprietor of the Land shall, at its sole cost, be responsible for maintaining the easement site to a standard appropriate to public use;

9.2.2 The easement site will be accessible to the public on a 24 hour a day/7 day a week basis save for times during which the site is inaccessible due to reasons of safety or maintenance/repair;

9.2.3 The registered proprietor of the Land shall indemnify the Council for any loss or damage Council may suffer by reason of the use of the easement site;

9.2.4 The Council’s approval (not as a regulator but rather as the beneficiary of the easement) must be sought to any alterations to the easement site that would not be ‘Exempt Development’ under any applicable Environmental Planning Instrument, which approval is at Council’s sole discretion and may be conditional; and

9.2.5 Should the registered proprietor of the Land fail to fulfil its obligations under the easement, the Council may remedy the default, the cost of which will be a debt due by the proprietor to Council enforceable in a Court of competent jurisdiction.

10. **Quality Management System for Design and Specification of an Item of Work**

10.1 The Developer must engage a Service Provider for the design and specification of each Item of Work detailed in Part B of Schedule 3 and must ensure that the design and specification for such Item of Work is in accordance with a Quality Management System, developed by the Service Provider in accordance with AS/NZS ISO 9000:2016, and certified by a third-party organisation accredited under a recognised product certification scheme in accordance with AS/NZS ISO 9001:2016.

11. **Carrying out of an Item of Work**

11.1 As a part of any Development Application foreshadowed by this Agreement and facilitated by the Planning Proposal, the Developer shall include the Works (or proportion thereof as per Clause 7.4 of this agreement) specified in Schedule 3 in any application for the Development of Lot 41, DP 1037883 and will produce a detailed design and specification for the Works in accordance with:
11.1.1 any reasonable lawful requirements and directions of the Council that are notified in writing to the Developer at any time before the Works are approved in accordance with this Agreement, and

11.1.2 the conditions of any Development Consent granted in relation to an Item of Work.

11.2 Prior to any Development Application submitted in accordance with Clause 11.1, preliminary design plans are to be provided to Council for comment. The Developer shall allow the Council at least 28 days within which to provide comments and the Developer is to adopt such comments when lodging the Application to the extent such comments are in accordance with the relevant Council or Service Provider specifications.

11.3 Prior to the issue of any Occupation Certificate relating to any Development Consent, the Developer must carry out each Item of Work and bring them to Practical Completion or engage its Service Provider to carry out each Item of Work and bring them to Practical Completion, to the reasonable satisfaction of the Council, in accordance with:

11.3.1 the detailed design and specification approved by the Council,

11.3.2 all applicable laws, including those relating to occupational health and safety,

11.3.3 the conditions of any Development Consent granted in relation to the carrying out of that Item of Work; and

11.3.4 the conditions of the Development Consent relating to the Development.

11.4 For the purpose of this Agreement, the Parties each acknowledge that:

11.4.1 the estimated Contribution Values specified in Column 3 of Schedule 3 are only estimates of such amounts and have been based on the Concept Design/s at Schedule 4 and costed by a Quantity Surveyor;

11.4.2 the Developer must complete the Works specified in Part B of Schedule 3, in accordance with a detailed design which satisfies Council’s Development Engineering Standards (and any other relevant standard) and has been approved by Council prior to release of a Construction Certificate for each relevant stage of the Development;

11.4.3 in determining whether the Works, as specified in Part B of Schedule 3, have been completed in accordance with the approved detailed design and any relevant conditions of consent the Council must act reasonably; and

11.4.4 subject to the terms of this Agreement (including, but not limited to Clause 32), the Developer is entitled to determine how the Works will be delivered.

12. Quality Management System for an Item of Work

12.1 The Developer will implement/construct each Item of Work detailed in Part B of Schedule 3 in accordance with:

12.1.1 a Quality Management System developed by the Service Provider in accordance with AS/NZS ISO 9000:2016 and certified by a third-party organisation accredited under a recognised product certification scheme in accordance with AS/NZS ISO 9001:2016, or

12.1.2 a project specific Quality Management Plan and Inspection and Test Plan developed by the Service Provider in accordance with the NSW Government Quality Management Guidelines December 2019 and approved by the Council.

12.2 The Developer must notify the Council within 5 Business Days of the issue of a corrective action request, non-conformance report or notice of non-conformance issued by the Council
with respect to the Item of Work in accordance with the Agreement and/or any subsequent agreement and promptly undertake all reasonable corrective action with respect to such Item of Work as required by the Council.

13. **Access to the Land**

13.1 The Developer is to permit Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Item of Work.

13.2 The Council is to permit the Developer to enter and occupy the Council Land for the purpose of enabling the Developer to carry out works in Part B in **Schedule 3** under this Agreement.

13.3 The Developer must take reasonable steps to limit the loss of access and/or amenity by the community to the Council Land.

14. **Protection of people and property**

14.1 In addition to **Subclause 13.3** above, the Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:

14.1.1 all necessary measures are taken to protect people and property, and

14.1.2 unnecessary interference with the passage of people and vehicles is avoided, and

14.1.3 nuisances and unreasonable noise and disturbances are prevented, and

14.1.4 all relevant laws are complied with.

14.2 The Developer also agrees to be the Principal Contractor for the Works and Council authorises the Developer, for the purposes of clause 293(2) of the **Work Health and Safety Regulation 2017**, to have management or control of the Council Land insomso far as the Works are concerned and to discharge the duties of a Principal Contractor in that regard.

15. **Hand-Over of Works**

15.1 The Developer must at least 20 business days prior to the proposed Hand-Over submit to the Council the Works-as-Executed Records and written notice for an Item of Work on which it proposes to Hand-Over the Item of Work.

15.2 Council acting reasonably can, within 20 Business Days of receipt of the notice under **Subclause 15.1**:

15.2.1 request information (in addition to the Works-as-Executed Records) that is relevant to the Practical Completion of the Item of Work and delay the Hand-Over of the Item of Work until the Developer has provided the additional information requested to Council's reasonable satisfaction, or

15.2.2 determine that the Item of Work has not met the design and specification approved by Council and issue a Rectification Notice implemented as pursuant to **Clause 16**.

15.3 An Item of Work is deemed to be Handed Over upon the submission to Council of the Works-as-Executed Records and written notice for an Item of Work and the Developer has complied with any Rectification Notice in relation to any such Item of Work as required under **Clause 16**.

15.4 Following Hand Over, the Council is responsible for the maintenance of all items listed under Part B of **Schedule 3** save in respect of **Clauses 15.2.2 and 16**.
16. **Rectification of Defects**

16.1 During the Defects Liability Period only, the Council may give to the Developer a Rectification Notice.

16.2 The Developer must comply with a Rectification Notice at its own cost.

16.3 The Developer must comply with the Rectification Notice within a period of time that is reasonable having regard to the practical performance of works required to be performed by the Rectification Notice, but not less than 3 months from the date the Developer receives the Rectification Notice.

16.4 When the Developer considers that rectification is complete, the Developer must give to the Council a Rectification Certificate relating to the Item of Work the subject of the relevant Rectification Notice and submit to the Council the Works-as-Executed Records.

16.5 Council acting reasonably can, within 20 Business Days of receipt of the certificate under Subclause 16.4,

16.5.1 request information (in addition to the Works-as-Executed Records) that is relevant to the notice under Subclause 16.1 until the Developer has provided the additional information requested to Council's reasonable satisfaction, or

16.5.2 determine that the Item of Work has not meet the design and specification approved by Council and issue a further Rectification Notice implemented as pursuant to this Clause.

16.6 If the Developer does not comply with a Rectification Notice within the time provided at Subclause 16.3, the Council may do such things as are necessary to rectify the Defect and may recover, as a debt due and owing in a court of competent jurisdiction, any reasonable cost incurred by the Council in rectifying the Defect.

16.7 Before the Council may rectify any Defect in accordance with Subclause 17.6, it must;

16.7.1 Notify the Developer in writing of its intention to exercise its right pursuant to Subclause 17.6;

16.7.2 Provide the Developer a further 30 days to comply with the Rectification Notice (or such lesser timeframe as Council reasonably considers appropriate only in circumstances involving public health and safety risks) or provide some other response in writing;

16.7.3 Reasonably consider the content of any other written response provided by the Developer provided in that 30 day period (or such lesser timeframe as specified).

16.8 Save for during the Defects Liability Period, the Council may not give to the Developer a Rectification Notice or require the Developer to perform rectify any Defect or seek the costs of any rectification from the Developer.

**Part 3 – Other Provisions**

17. **Indemnity and insurance**

17.1 This clause applies until the expiration of the Defects Liability Period only.

17.2 The Developer indemnifies Council from and against all Loss, except to the extent that any Loss is caused or contributed to by the deliberate or negligent act or omission of Council, its employees, officers, agents, contractors and workmen.
17.3 The Developer is to take out and keep current to the reasonable satisfaction of Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:

17.3.1 contract works insurance; noting Council as an interested party, for the full replacement value of the Works (including the cost of demolition, removal of debris, and remediation, consultants’ fees and authorities’ fees), to cover the Developer’s liability in respect of damage to or destruction of the Works,

17.3.2 public liability insurance for at least $20,000,000 for a single occurrence, which covers Council, the Developer and any subcontractor of the Developer, for liability to any third party

17.3.3 workers compensation insurance as required by law, and

17.3.4 any other insurance required by law.

17.4 If the Developer fails to comply with Clause 17.3, Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to Council and payable within 30 days after providing an invoice and which may be recovered as a liquidated debt due in a court of competent jurisdiction.

17.5 The Developer is not to commence to carry out any Work unless it has first provided to Council satisfactory written evidence of all of the insurances specified in Clause 17.3.

17.6 Evidence of currency of all insurances shall be provided upon reasonable request by Council.

18. Developer to provide Security

18.1 The Parties agree that the obligation to carry out the Works to be carried out by the Developer pursuant to Clause 12 will be secured by a Bond, equal to value of the applicable Works under each stage referred to in Clause 7.4 of this Agreement, which the Developer will provide to the Council prior to the issue of the Construction Certificate.

18.2 The Bond may not be requested and no Bond may be retained by the Council until after the foreshadowed Development Consent for the Development is granted by the Council and the Developer gives Council notice of its intention to commence development pursuant to section 6.6(2)(e) of the Act and the Development is physically commenced as provided in section 4.53 of the Act.

18.3 The Developer acknowledges that the Council or other Consent Authority may impose conditions of Development Consent on the Development under section 4.17 of the Act specifying that the Security Amount as it relates to the Works is to be provided in accordance with the Timing specified in Parts A and B Column 5 or Part C Column 4 of Schedule 3.

18.4 The Parties agree in respect of the Items of Works identified in Schedule 3 that, where Council is the Registered Certifier, it may withhold the issue of the relevant Construction Certificate or Occupation Certificate (as appropriate) until such time as the identified Item of Work is completed.

19. Release and return of Security

19.1 In relation to each stage referred to at Clause 7.4, the Council is to release the Bond to the Developer as soon as practical following Hand-Over, but may retain the Rectification Security (which can be provided by the Developer as a new bond or bank guarantee in exchange for a full release of the Bond) until the end of the First Defects Liability Period.
19.2 If Council incurs a cost in rectifying a Defect in an Item of Work, it may draw on the Rectification Security or alternatively, this cost shall be a liquidated debt due and payable by the Developer to Council within 30 days after the production of an invoice and which may be recovered by Council from the Developer in a court of competent jurisdiction.

19.3 For the purpose of clause 19.2, Council’s costs of rectifying a Defect in an Item of Work includes, but is not limited to:

19.3.1 the reasonable costs of Council’s officers, personal representatives, agents and contractors reasonably incurred for that purpose,

19.3.2 all fees and charges necessarily or reasonably incurred by Council in order to have the Item of Work rectified, and

19.3.3 without limiting clause 19.3.2, all legal costs (assessed on an indemnity basis) and expenses reasonably incurred by Council, by reason of the Developer’s failure to comply with this Agreement.

20. Enforcement

20.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any Court of competent jurisdiction.

20.2 For the avoidance of doubt, nothing in this Agreement prevents:

20.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates, or

20.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

21. Dispute resolution

21.1 If a party claims a dispute has arisen under this Agreement (Claimant) it must give written notice to the other party (Respondent) stating the matters in dispute.

21.2 Within 14 days after receiving a Claim Notice the Parties must, in good faith, seek to resolve the dispute by, at a minimum, meeting via persons with sufficient authority to resolve the dispute.

21.3 If the dispute is not resolved within 7 days after the representatives have met, either party may, within 48 hours thereafter, give notice calling for determination of the dispute (Dispute Notice). Otherwise, the Dispute is taken to have been waived by the Claimant.

21.4 The Dispute Notice shall be submitted to an expert in accordance with, and subject to, Resolution Institute Expert Determination Rules and determined accordingly.

21.5 No proceedings other than those seeking urgent interlocutory or declaratory relief may be commenced or maintained until such time as the requirements of this clause 21 have been met.

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

22. Registration

22.1 The parties agree to register this Agreement on the title of the Land so that it is binding on and enforceable against all owners of the Land from time to time as if each owner for the time being had entered into this Agreement.
22.2 The Developer must at its Cost take all practical steps reasonably necessary to and must procure:

22.2.1 the consent of each person who:

(a) has an interest or estate in the Land registered under the *Real Property Act 1900* [NSW]; or

(b) is seized or possessed of an estate or interest in the Land; and

22.2.2 the execution of any documents;

22.2.3 the production of the relevant certificates of title; and

22.2.4 the lodgement and registration of this Agreement on the title to the Land within twenty-eight (28) days after the date of this Agreement.

22.3 The Council must promptly do all things reasonably required by the Developer and provide all necessary consents in order to enable the Developer to comply with its obligations under Clause 22.2.

22.4 The Developer must use all reasonable endeavours to obtain such registration as soon as practicable after the date of this agreement and must promptly after registration deliver to the Council a title search of the Land confirming registration of this Agreement.

22.5 **Release and discharge of Agreement by Council**

22.5.1 The Council agrees:

(a) that this Agreement is to remain registered on the title of the Land until the completion of the defects liability period and the fulfilment of all requirements of this Agreement have been met;

(b) that upon the Developer having discharged its obligations pursuant to Clause 22.5.1 hereof:

(i) if so requested by the Developer, the Council will within 28 days thereafter do all things reasonably required at its cost to secure the withdrawal or deletion of the registration of this Agreement from the title to the Land; and

(ii) if so requested by the Developer, to provide to the Developer (or such other person authorised to act on its behalf) a letter prepared on Council’s letterhead, confirming Council’s assessment that the Developer has fully discharged its obligation under this Agreement.

23. **Assignment and Dealings**

23.1 Subject to Clause 23.2, the Developer may,

23.1.1 if the Developer is the owner of the Land, transfer the Land to any person, or

23.1.2 assign, transfer, dispose or novate to any person the Developer’s rights or obligations under this Agreement.

23.2 The matters required to be satisfied for the purposes of Clause 23.1 are as follows:

23.2.1 the Developer has, at no cost to 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 Council acting reasonable, and

23.2.2 Council, by notice in writing to the Developer, has stated that evidence satisfactory to Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement, and

23.2.3 the Developer is not in breach of this Agreement;

23.2.4 the Council will not suffer any actual and substantial loss or erosion of its rights under this Agreement;

23.2.5 the community will not suffer any actual and substantial loss or erosion of the benefits that will be provided to it by this Agreement; and

23.2.6 Council is provided sufficient evidence to reasonably satisfy it that the transferee, assignee or novatee, is reasonably capable of performing its obligations under the Agreement.

23.3 Notwithstanding this clause 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 on a proposed Strata Plan, without compliance with this clause.

24. Review of this Agreement

24.1 The Parties agree to review this Agreement every 2 years, and otherwise if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.

24.2 For the purposes of this clause, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables Council or any other planning authority to restrict or prohibit any aspect of the Development.

24.3 For the purposes of addressing any matter arising from a review of this Agreement referred to in this clause the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.

24.4 If this Agreement 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 Agreement is entered into.

24.5 A failure by a Party to agree to take action requested by the other party as a consequence of a review referred to in this Clause is not a dispute for the purposes of Clauses 21 and is not a breach of this Agreement.

25. Notices

25.1 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:

25.1.1 Delivered or posted to that Party at its address set out in the “Contacts Sheet”

25.1.2 Emailed to that party at its email address set out in the “Contacts Sheet”.

25.2 If a Party gives the other Party 3 business days’ notice of a change of its address or email address, 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 or email address.
25.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

25.3.1 If it is delivered, when it is left at the relevant address.

25.3.2 If it is sent by post, 2 business days after it is posted.

25.3.3 Emailed to that party at its email address set out above.

25.4 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 sent, it is to be treated as having been given or made at the beginning of the next business day.

26. Approvals and consent

26.1 Except as otherwise set out in this Agreement, or as required by any statutory obligations, a Party may not unreasonably give or withhold an approval or consent to be given under this Agreement or as a part of the Planning Proposal or as a part of the Development Proposal.

26.2 A Party is obliged to give its written reasons upon request for giving or withholding consent or for giving consent subject to conditions.

27. Costs

27.1 Each party shall bear its own costs of preparing, negotiating, executing and stamping this Agreement, and any document related to this Agreement.

28. Entire agreement

28.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.

28.2 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 Agreement was executed, except as permitted by law.

29. Further acts

29.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

30. Governing law and jurisdiction

30.1 This Agreement is governed by the law of New South Wales.

30.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

30.3 The Parties will not object to the exercise of jurisdiction by those courts on any basis.

31. Joint and individual liability and benefits

31.1 Except as otherwise set out in this Agreement:
31.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and

31.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

32. No fetter

32.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

33. Representations and warranties

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

34. Severability

34.1 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.

34.2 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 Agreement, but the rest of this Agreement is not affected.

35. Modification

35.1 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.

36. Waiver

36.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

36.2 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given.

36.3 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.

37. Rights cumulative

37.1 Except as expressly stated otherwise in this Agreement, the rights to a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

38. GST

38.1 Consideration does not include GST

38.1.1 Any consideration expressed in this Agreement is unless otherwise specified GST exclusive and does not include any amount for, or on account of, GST

38.2 GST Payable
38.2.1 If any supply under or in connection with this Agreement constitutes a taxable supply made for GST exclusive consideration, the supplier may, subject to issuing a tax invoice, recover from the recipient of the supply an amount on account of the GST payable in respect of that taxable supply (GST Amount).

38.2.2 The GST Amount is:

(a) equal to the value of the supply calculated in accordance with the GST Act multiplied by the applicable GST rate; and

(b) payable at the same time and in the same manner as any monetary consideration for the supply concerned but no later than the end of the tax period to which the GST payable on the relevant taxable supply is attributable under the GST Act.

38.2.3 The supplier of a taxable supply made under or in connection with this Agreement must issue a tax invoice for the supply in accordance with the GST Act to the recipient of the supply.

38.3 Reimbursement

38.3.1 Despite 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, will be reduced by an amount equal to any input tax credit to which that party, or the representative member of a GST Group of which the party is a member, is entitled in respect of that cost, expense or amount.

38.4 Defined GST Terms

38.4.1 Words and expressions used in this clause 38 have the meaning given to them in the GST Act.

39. Effect of Schedules

39.1 Each Party agree to comply with any terms contained in the Schedules to this Agreement as if those terms were included in the operative part of the Agreement.

40. Explanatory Note relating to this Agreement

40.1 The Appendix 1 contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.

40.2 Pursuant to clause 25E(7) of the Regulation, each Party agrees that the Explanatory Note at Appendix 1 is not to be used to assist in construing this Planning Agreement.
Signing Page

Dated: ##

Executed as an Agreement

Signed sealed and delivered by
Developer [insert number] in accordance with section 127 of the Corporations Act 2001:

.......................................................... ..........................................................
Signature of director Signature of director/secretary

..........................................................
(Print) Full Name

Signed for and on behalf of
Canterbury-Bankstown Council in the presence of:

..........................................................
Signature of witness Signature of General Manager

..........................................................
(Print) Full name (Print) Full name
Schedule 1

Requirements under section 7.4 of the Act

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

<table>
<thead>
<tr>
<th>Requirements under the Act</th>
<th>This Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning instrument and/or development application – (section 7.4(1))</td>
<td></td>
</tr>
<tr>
<td>The developer has:</td>
<td></td>
</tr>
<tr>
<td>(a) sought a change to an environmental planning instrument</td>
<td>(a) Yes</td>
</tr>
<tr>
<td>(b) made, or proposes to make, a Development Application</td>
<td>(b) Yes</td>
</tr>
<tr>
<td>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies</td>
<td>(c) No</td>
</tr>
<tr>
<td>Description of land to which this deed applies – (section 7.4.(3)(a))</td>
<td>See Schedule 2</td>
</tr>
<tr>
<td>Description of development to which this agreement applies – (section 7.4(3)(b))</td>
<td>Subject to clause 7, any future Development Application proposed to be made by the Developer which results in a building height exceeding 11 metres.</td>
</tr>
<tr>
<td>Description of change to the environmental planning instrument to which the agreement applies – (section 7.4(3)(b))</td>
<td>Alterations to the maximum building height map to vary the existing maximum building height of 11m on Lot 41, DP 1037863; and Alterations to the zoning, maximum building height and maximum FSR maps to allow commercial development with a building height of 14m and FSR of 1.1 on Lot 9, DP 10945.</td>
</tr>
<tr>
<td>The scope, timing, and manner of delivery of contribution and works required by this agreement – (section 7.4(3)(c))</td>
<td>See Schedule 3</td>
</tr>
<tr>
<td>Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(d))</td>
<td>Yes</td>
</tr>
<tr>
<td>Applicability of section 7.24 of the Act – (section 7.4(d))</td>
<td>Yes</td>
</tr>
<tr>
<td>Consideration of benefits under this agreement if section 7.11 applies – (section 7.4(3)(e))</td>
<td>Nil</td>
</tr>
<tr>
<td>Mechanism for dispute resolution – (section 7.4(3)(f))</td>
<td>See Clause 21</td>
</tr>
<tr>
<td>Enforcement of the agreement – (section 7.4(3)(g))</td>
<td>See Clauses 14, 16, 18, 19, 20 and 27</td>
</tr>
<tr>
<td>No obligation to grant consent or exercise functions – (section 7.4(10))</td>
<td>See Clause 32</td>
</tr>
</tbody>
</table>
### Table 2 – Other Matters

<table>
<thead>
<tr>
<th>Requirements under the Act</th>
<th>This agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration of the Planning Agreement – (section 7.6 of the Act)</td>
<td>See Clause 22</td>
</tr>
<tr>
<td>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)</td>
<td>See Clauses 9.2, 11.4.2, 18.1 and Schedule 3</td>
</tr>
<tr>
<td>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued - (clause 25E(2)(g) of the Regulation)</td>
<td>See Clauses 9.2, 11.3 and Schedule 3</td>
</tr>
<tr>
<td>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued - (clause 25E(2)(g) of the Regulation)</td>
<td>NIL</td>
</tr>
</tbody>
</table>
Schedule 2

(Clause 1)

The Land

DEVELOPMENT SITE:

353-355 Waterloo Road, Greenacre comprising Lot 9 of DP 10945 and Lot 41 of DP 1037863.
**Schedule 3**

(Clauses 7)

**Development Contributions**

**Part A – Land Access Rights**

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Public Benefit</td>
<td>Estimate of Contribution Value</td>
<td>Agreed Contribution Value</td>
<td>Timing</td>
</tr>
<tr>
<td>A</td>
<td>Publicly Accessible Open Space(s) – land access</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Provide access in perpetuity to the public to an area of open space including a pedestrian-only Public Plaza on Lot 41 in DP 1037863, which satisfies the requirements of the DCP insofar as it specifically relates to the Land, by way of registration of an easement in favour of the council, or similar instrument in favour of Council, including all associated survey and legal costs.</td>
<td>Prior to the issue of any Occupation Certificate in relation to the Development of Lot 41 in DP 1037863 associated with the Public Plaza. For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part B – Works**

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Public Benefit</td>
<td>Estimate of Contribution Value (excluding GST)</td>
<td>Agreed Contribution Value</td>
<td>Timing</td>
</tr>
<tr>
<td>B</td>
<td>Footpath (south of Como Road)</td>
<td>Construct a new public footpath within the road reserve along the frontage of 353-355 Waterloo Road, Greenacre, for the street frontage south of Como Road.</td>
<td>$56,000.00</td>
<td>Subject to clause 7, prior to the issue of any Occupation Certificate in relation to the relevant Stage of the Development. For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.</td>
</tr>
<tr>
<td>C</td>
<td>Footpath (north of Como Road)</td>
<td>Construct a new public footpath within the road reserve</td>
<td>$129,000.00</td>
<td>Subject to clause 7, prior to the issue of any Occupation Certificate</td>
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<tr>
<td></td>
<td>along the frontage of 353-355 Waterloo Road, Greenacre, for the street frontage north of Como Road.</td>
<td>Certificate in relation to the relevant Stage of the Development. For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.1</td>
<td><strong>Cycle path (south of Como Road)</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Prepare detailed design for cycle links from the site to Lockwood Park (may be in the form of a shared path) and to the north–south regional cycleway which runs along Maiden Street–Roberts Road. Construct the cycle link south of Como Road and along Norfolk Road.</td>
<td>$34,000.00</td>
<td>Subject to clause 7, prior to issue of the first Construction Certificate in relation to the relevant Stage of the Development. Subject to clause 7, prior to the issue of any Occupation Certificate in relation to the Development. For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td><strong>Underground power lines</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide for the undergrounding of power lines on the eastern side of Waterloo Road (extending from 343 to 355 Waterloo Road) to enable better street tree planting.</td>
<td>$500,000.00</td>
<td>Subject to clause 7, prior to the issue of any Occupation Certificate in relation to the relevant Stage of the Development. For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Roundabout</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>----------------</td>
<td>---</td>
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<td></td>
</tr>
<tr>
<td>F</td>
<td>Prepare detailed design for a new roundabout and associated splitter islands at Waterloo and Como Roads intersection, including appropriate drainage and civil works.</td>
<td>$380,000.00</td>
<td>Subject to clause 7, prior to issue of the first Construction Certificate in relation to the relevant Stage of the Development. Subject to clause 7, prior to the issue of any Occupation Certificate in relation to the relevant Stage of the Development. For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Construct the roundabout.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Signalised pedestrian crossing</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>G</td>
<td>Prepare detailed design for a new signalised pedestrian crossing on the northern side of Waterloo Road and Norfolk Road intersection.</td>
<td>$100,000.00</td>
<td>Subject to clause 7, prior to issue of the first Construction Certificate in relation to the relevant Stage of the Development. Subject to clause 7, prior to the issue of any Occupation Certificate in relation to the relevant Stage of the Development. For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.</td>
</tr>
<tr>
<td></td>
<td>Construct the signalised pedestrian crossing.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Bus shelters</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>Construct two (2) replacement bus shelters in front of 353-355 Waterloo Road, Greenacre.</td>
<td>$145,000.00</td>
<td>Subject to clause 7, prior to the issue of any Occupation Certificate in relation to the relevant Stage of the Development. For the avoidance of</td>
</tr>
</tbody>
</table>
For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.

### I Street lighting

Construct improved street lighting in the mid-block connection that links the site to Watergum Way (North East of the site).

$85,000.00

Subject to clause 7, prior to the issue of any Occupation Certificate in relation to the relevant Stage of the Development. For the avoidance of doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.

### Part C – Monetary Contributions

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
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</tr>
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</tr>
<tr>
<td>J</td>
<td>Playground equipment</td>
<td>$193,000.00 or actual cost of construction, if less.</td>
<td>Subject to clause 7, prior to the issue of any Construction Certificate in relation to the relevant Stage of the Development. For the avoidance of doubt this obligation remains and can be enforced if a Construction Certificate is issued in breach of this Agreement.</td>
</tr>
<tr>
<td>K</td>
<td>Monetary Contribution</td>
<td>$348,000.00</td>
<td>Subject to clause 7, prior to the issue of any Construction Certificate in relation to the relevant Stage of the Development. For the avoidance of doubt this obligation remains and can be enforced if a Construction Certificate is issued in breach of this Agreement.</td>
</tr>
</tbody>
</table>
Schedule 4

Proposed Staging Plan

[Image of a map with different colored portions labeled N, S-W, and S-E, indicating NORTHERN PORTION, SOUTH-WESTERN PORTION, and SOUTH-EASTERN PORTION, respectively.]

Staging Plan
CHULLORA MARKETPLACE

Claim: YK
Date: 11.03.2021
Version: 2.1021

SYDNEY OFFICE
Level 4, 120 Sydenham St,
Sydney NSW 2000
Item 1: New footpath in front of 353-355 Waterloo Road, Greenacre

Item 2: Cycle links from the site to Lockwood Park (may be in the form of a shared path) and to the north–south regional cycleway which runs along Maiden Street–Roberts Road.

Item 3: Undergrounding of power lines on the eastern side of Waterloo Road (extending from 343 to 355 Waterloo Road) to enable better street tree planting.

Item 4: New roundabout and associated splitter islands at Waterloo and Como Roads intersection: This requires considerations to appropriate drainage and civil works.

Item 5: New signalised pedestrian crossing on the northern side of Waterloo Road and Norfolk Road intersection.

Item 6: Two new bus shelters on Waterloo road, fronting the site.

Item 7: Improved street lighting in the mid-block connection that links the site to Watergum Way (North East of the site).

Item 8: Improved playground equipment in Northcote Park (260 Waterloo Road, Greenacre).

Overview
CONCRETE FOOTPAVING: TYPICAL FOOTWAY SECTION

125 mm THICK CONCRETE WITH #7/2 MESH ON 1% OGS22 ROAD BASE
PLACE MESH CENTRALLY IN SLAB WITH 50 mm END COVER.

EXISTING BASE MATERIAL COMPACTED TO 95% MODIFIED. REMOVE SOFT BASE OR SUBGRADE AND PLACE OGS22 ROAD BASE ON GEOMEM Braking AS DIRECTED.

10 MAX
APPROVED SILICONE SEALANT WITH FLUSH FINISH COLOUR TO MATCH CONCRETE

APPROVED DEBONDING STRAP BETWEEN SEALANT AND JOINT FILLER

CONCRETE PAVER

BUTT-WURTZ FIBREGLASS 1E WIDE BETWEEN PAVEMENT AND EXISTING STRUCTURES AT PROPERTY BOUNDARY

ISOLATION JOINT 0.6 WIDE BETWEEN PROPERTY BOUNDARY AND CONCRETE PAVER

30 DEEP SAW CUT 6-12 HOURS AFTER CONCRETE SET SEAL JOINT WITH APPROVED GREY COLOUR SEALANT

PROVIDE 30 mm COVER TO STEEL MESH UNDER SAWCUT

15

NEW DURABLE SILICONE SEALANT:

15 mm THICKNESS COMPRESSIBLE FILLER MATERIAL FOR FULL DEPTH OF PAVEMENT

NOTES:
1. FOOTPAVING WIDTH TO BE 1800, 2400, OR 2500 AS SPECIFIED.
2. FOOTPAVING CROSSFALL 1% DESIRABLE TO 2.5% MAX.
3. FOOTPAVING TO BE A CONSTANT HEIGHT ABOVE THE TOP OF KERB WHERE POSSIBLE. EXCEPT AT LANDINGS, TRANSITIONS IN GRADE TO MATCH EXISTING VEHICULAR FOOTWAY CROSSINGS. SLCVs ARE NOT TO EXCEED A GRADE OF 1% TO COMPLY WITH AS 3281.3.
4. PROVIDE LANDINGS 0.50m LONG WITH LONGITUDINAL GRADIENT LESS THAN 2.5% (1:40) WHERE THE PATH GRADIENT EXCEEDS 4% (1:25). LANDINGS INTERVALS SHOULD NOT EXCEED 2.5m FOR 4% GRADIENT REDUCING TO 1.5m FOR 5% GRADIENT AND 1m FOR 7.5% (1:12) GRADIENT.
5. FOOTPAVING ACROSS VEHICULAR DRIVEWAYS SHALL BE INCREASED IN THICKNESS AND REINFORCED IN ACCORDANCE WITH CROSSING TYPE AND VEHICULAR MOVEMENTS. RESTORE ANY ADJOINING UMPIESE, VEHICULAR CROSSINGS WITH COMPACTED ROAD BASE FINISHED TO EVENLY MATCH THE FOOTPAVING.
6. CONCRETE IS TO BE STRENGTH GRADE N32, 25 MAX SIZE AGGREGATE, IN ACCORDANCE WITH AS 3600.
7. ROAD BASE IS TO BE CRUSHED ROCK OR CRUSHED CONCRETE GRADED TO OGS20.
8. CONCRETE FOOTPAVING ISOLATION JOINTS TO BE PROVIDED AT 1200mm SPACING USING PREFORMED BITUMEN IMPREGNATED FIBREBOARD 1E WIDE FOR FULL CONCRETE DEPTH.
9. SAWCUT JOINTS TO BE PROVIDED 25 DEEP, 6 RESIDUAL AT 2000 SPACING, SEALING WITH SILICONE SEALANT. SETOUT OF SAWCUT JOINTS TO BE SQUARE TO SIDES. ON CURVES SAWCUT JOINTS TO BE AT 2000 SPACING ALONG CENTRELINE.
10. PROVIDE ISOLATION JOINTS ADJOINING HARD SURFACES AND AROUND ALL STRUCTURES IN CONCRETE PAVER USING PREFORMED BITUMEN IMPREGNATED FIBREBOARD 1E WIDE. CORNERS TO BE REINFORCED WITH 2X600 STEEL BARS 406 LONG AS SHOWN IN DETAIL.
11. CONCRETE SURFACES TO BE FINISHED WITH A MEDIUM BROOM AT 90° TO DIRECTION OF PEDESTRIAN TRAVEL, AND EDGES TO BE ROUNDED TO 50mm RADIUS USING A 50 mm WIDE BULLNOSE EDGING TROWEL.
12. PROVIDE 600 X 600 mm PLAYS ACROSS FOOTPAVING INTERNAL CORNERS INCLUDING CONNECTIONS TO KERB RAMPS AND BUS STOP.
13. ADJOINING NATURAL FOOTWAY IS TO BE CUT OR FILLED WITH TOPSOIL AS REQUIRED TO GRADE EVENLY TO THE FOOTPAVING. ALL DISTURBED AREAS ARE TO BE TURFED, OR REPLANTED AS DIRECTED BY COUNCIL.
14. MAINTAIN 600 CLEAR WIDTH TO VEGETATION AND SIGNS ON VEHICLES; ON THE FOOTPAVING, MAINTAIN OVERHEAD CLEARS OF 600 TO VEGETATION AND 200 TO SIGNS.
15. FOOTPAVING ADJOINING STREET TREES IS TO BE CONSTRUCTED IN ACCORDANCE WITH CBC STANDARD DWG S-209 AND S-290.
16. FOOTPAVING IS TO MATCH EXISTING VEHICULAR CROSSINGS LEVELS UNLESS SPECIFIED OTHERWISE.
17. TREATMENTS FOR STRUCTURES SUCH AS PUBLIC UTILITY PITS AND POWER POLES ARE DETAI LLED IN CBC STANDARD DWG S-831.

CITY OF CANTERBURY BANKSTOWN

CONCRETE: PARTIAL WIDTH

SECTIONS AND GENERAL NOTES

SK-800-011

Chullora Marketplace, Indicative Scope of Infrastructure Works

Canterbury Bankstown Council Standard
Concrete Footpath with Green Verge

© Turner

STD DWG N°

S-026

1 of 1
1/6/17

S-276.SWO
CITY OF CANTERBURY BANKSTOWN

STANDARD FOOTPAVING
TREATMENT AT POLES AND STRUCTURES

TYPICAL DETAILS

POLES ARE TO BE LOCATED CLEAR OF ALL GARDEN BIRDS, TREE PITS AND PERMEABLE PAVING SURROUNDS.

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
1.1 Trees shall be inspected by the Project Arborist or Landscape Architect upon delivery to ensure that they are true to species and conform to specification.

1.2 Trees with the following defects will not be accepted:

- Dry Roottail
- Damaged Roottail
- Ground Roots
- Crown Damage
- Pest/Insect Infestation
- Trunk Damage by trees that are not self-supporting

1.3 Trees shall be on daisies with earth to avoid damage to trunk, canopy or root ball. Trees shall not be slung or lifted from the truck under any circumstances.

Planting Preparation - General

2.1 Remove all grass, weeds etc. for a minimum radius of 750mm around the proposed tree planting location using round-up or other herbicide at the manufacturer’s recommended rate, 1 week prior to excavating the planting hole.

2.2 Excavate a dish-shaped planting hole, three times the diameter of the rootball and to the depth of the rootball. Licence the sloping sides of the planting hole to a depth of 300mm.

2.3 Apply a system to the tree pit at the manufacturer’s recommended rate.

2.4 Under no circumstances are concrete slurry, paper saw cutting and flakes, or site and equipment washed to be drained into the planting hole. At all times avoid cement being mixed with planting soil media within planting hole.

Planting

3.1 Planting hole shall be thoroughly watered and allowed to drain prior to planting. Ensure any deleterious material or building materials are removed prior to planting.

3.2 Remove all ladders, nursery stakes, ties and other binding material from the tree.

3.3 Planting not to be undertaken in unsuitable weather conditions, including rain, temperatures lower than 3 degrees Celsius, or wind gusts greater than 20 knots.

3.4 Remove the tree from the container/root and maintain an intact topsoil for trees larger than 10l, ensure north orientation is maintained as per nursery orientation and markings.

3.5 Tree to be placed in the center of the hole if acceptable with the trunk vertical, top of the rootball to be at the same level as the existing soil.

3.6 Fill the planting hole to 100% using the excavated soil from the planting hole, lightly tamp down and water fill, remaining soil with topsoil excavated from the planting hole, water, and fines level, to match the top of the rootball, create a watering basin with a raised ring, 200mm high, overlapping the edge of the rootball.

Mulching

4.1 Apply organic mulch, 100% forest blend or approved equivalent to a depth of 75mm to extend as detailed, leave a gap of 50mm between the tree trunk and the edge of the mulch.

Staking

5.1 Three (3) 8x8x8x8m hardwood stakes to be installed outside the rootball area, with 50mm flat webbing stapled to the stakes encircling the planting area.

Establishment Maintenance

6.1 The establishment period shall be for a period of 6 months following the planting of the tree, unless otherwise specified.

6.2 Watering - the equivalent of the planted container volume in litres to be applied twice per week (non-continuous days) for the first 3 months then once per week for the next 3 months. Ensure and maintain an soil profile during summer months ensuring the rootball does not dry out. Ensure the bottom of the tree planting hole does not become saturated during heavy rainfall to early autumn planting - the above frequency may be reduced for winter planting.

6.3 Mulch - maintain mulch as per original specification.

6.4 Write control - maintain the rootball and mulched area free from weeds, weeding to be done by hand — no herbicides.

6.5 Pruning — minor pruning to remove or repair damaged branches as necessary. Minor pruning of affected branches to conform with AS 6049-2007 Pruning of amenity trees.

6.6 Planting - replace any damaged or badly damaged trees with the same species per original specification.

6.7 Tree stakes — repair and replace tree stakes / webbing as required to maintain original specification until end of contracted maintenance period.
Extent of proposed Cycle Link to Lockwood Park approx. 300 lineal meters
Option 2: Shareway

Clarification required Connection to proposed North - South Regional Cycleway
Option 1

Observations: Existing Cycleway on Roberts Rd stops to an end at the Rebecca Rd intersection

Observations: No Existing Cycleway evident at Maiden Street

Observations: No Existing Cycleway evident at Norfolk Rd

Item 2. Cycle Links
Note:
Council + Consultant input required for Cycleway & Road/Footpath Design and strategy

LEGEND
- Primary Cycleway- Existing Links
- Primary Cycleway- Proposed Links
- Secondary Cycleway Links (Existing or Proposed)
- Tertiary Cycleway Links (Existing or proposed)
- Wards
- Roads
NOTES:
1. FOOTWAY PUBLIC UTILITY ALLOCATIONS TO COMPLY WITH NEW STREETS OPENING CONFERENCE "GUIDE TO CODES AND PRACTICES FOR STREET OPENING" AND WORKCOVER GUIDE "WORK NEAR UNDERGROUND ASSETS."
2. PUBLIC UTILITY ALLOCATIONS ARE TO BE ALIGNED FROM THE STREET BOUNDARY.
3. ELECTRICITY SERVICES ARE TO BE PROVIDED UNDERGROUND. PREFERRED POSITION FOR PILLARS, POLES AND STREET LIGHTING COLUMNS IS WITHIN 30MM OF THE STREET BOUNDARY.
4. MAXIMUM LENGTH OF PRIVATE STORMWATER PIPE ALONG FOOTWAY IS GENERALLY 20m.
5. AWNINGS TO NEW BUILDINGS TO BE SELF SUPPORTING CANTILEVERED FROM THE BUILDING. TENSION RODS MAY BE USED AS SUPPORT FOR NEW AWNINGS TO EXISTING BUILDINGS. SUPPORT COLUMNS WILL NOT BE PERMITTED. VERTICAL CLEARANCE IS 3000 MINIMUM OR TO MATCH EXISTING AWNINGS IF APPROVED BY COUNCIL. STEPS IN AWNINGS WILL BE AS REQUIRED TO ALLOW FOR STREET GRADES.
6. AWNING CLEARANCE FROM KERB TO BE 600 MINIMUM. COUNCIL MAY APPROVE A LESSER CLEARANCE TO MATCH EXISTING AWNINGS.
7. MAINTAIN AN OBSTRUCTION FREE SPACE ALONG THE FOOTWAY WITH VERTICAL CLEARANCE OF 2500 MINIMUM AND HORIZONTAL CLEARANCE FROM THE PROPERTY BOUNDARY OF 1500 MINIMUM WITH 1800 DESIRABLE MINIMUM AS PER AS 11422.

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
CITY OF CANTERBURY BANKSTOWN

STANDARD ROUNDABOUT

TYPICAL PLAN & CENTRAL ISLAND CROSS SECTIONS

NOTES:
1. 400x400 CONCRETE LIPS (6-4X6-4S) TO RMS SPEC RT331 WHERE NEW PAVEMENT CAN BE CLOSED TO TRAFFIC FOR 3-7 HOURS AFTER INCLUSION OR APPROVED EQUIVALENT.
2. 200x200 CONCRETE CAN BE USED WHERE THE PAVEMENT CAN BE CLOSED TO TRAFFIC FOR 2 DAYS.
3. PAVING SEQUENCE TO BE APPROVED BY SUPERINTENDENT.
4. PILOT SEQUENCE TO ALIGN WITH LB. ROUTES WHERE APPLICABLE.
5. Joints to be aligned with kerb/crossing.
6. Joints to be constructed in accordance with RMS Spec RT331.
7. Coloured grid for central island to be:
   1. CONCRETE COLOUR SYSTEMS (COLOURED BRICK 1/41/21) BASE RATE 400 BY WEIGHT OF PAVEMENT.
   2. ABILITY PAINTS - COLOURED CONCRETE BASE RATE 400 BY WEIGHT.
8. Glass studs to be road management solutions clear road studs or equivalent.
9. Line marking and signage to be provided in accordance with Austroads Guide to Road Design - Part 4B: Roadside Environment and Aspects.

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
NOTES:

1. FOR 150mm K&G, MOUNTABLE KERB, KERB ONLY AND EDGE STRIP DIMENSIONS REFER TO B.C.C. STD. DRG S-001
2. CONCRETE STRENGTH GRADE N40, 20mm MAX AGGREGATE SIZE, IN ACCORDANCE WITH AS3600
3. APPROVED COMPACTED DDS20 ROAD BASE TO BE PLACED BENEATH CONCRETE WHERE EXISTING PAVEMENT DEPTH IS LESS THAN 150
4. PLAIN CONCRETE SURFACE TO BE BROOM FINISHED SQUARE TO THE DIRECTION OF TRAVEL
5. REFER TO TRAFFIC MANAGEMENT PLAN FOR HOLDING RAIL AND SIGN DETAILS

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE

TABLE 1: DIMENSIONS

<table>
<thead>
<tr>
<th>'X'</th>
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<tr>
<td>mm</td>
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NB: DIMENSIONS SHALL BE CONFIRMED BY THE SUPERINTENDENT
For consideration:
Non-signalled Pedestrian Crossing further north.

New Signalled Pedestrian Crossing to northern side of Waterloo Road and Norfolk Road intersection.

Item 5: New signalised pedestrian crossing

Existing Unsignalised Pedestrian Crossing on Norfolk Rd

Existing Traffic Lights

Existing Signalled Crossing

Existing Pedestrian Crossing not signalled.
NOTES:
2. TACTILE GROUND SURFACE INDICATORS (TSGS) TO COMPLY WITH AS1428.4.1.
3. WHERE SURROUNDING PAVEMENT IS "NATURAL" CONCRETE TGSIS ARE TO BE "BLACK" COLOUR VPC VITRIFIED POLYMER COMPOSITE WITH LUMINOUS REFLECTANCE VALUE LRV 55+ INSTALLED TO MANUFACTURERS SPECIFICATION USE 300X300 ESP ACCESS TGSIS OR APPROVED EQUIVALENT. CERAMIC OR FLEXIBLE "STICK ON" TILES ARE NOT TO BE USED. PROPOSED TGSIS TILES SAMPLE TO BE SUBMITTED WITH ITS SPECIFICATION FOR APPROVAL BY COUNCIL.
4. WHERE SURROUNDING PAVEMENT IS NOT NATURAL CONCRETE, COUNCIL WILL SPECIFY THE COLOUR OF TGSIS.
5. DESIGNATED CLEAR AREAS FOR BOARDING AND ALIGHTING ARE TO BE FREE OF FIXED OBSTACLES.
6. 500mm WIDE DESIRABLE CLEAR AREA IS TO BE MAINTAINED ADJOINING THE KERB FACE TO ALLOW FOR OVERHANG OF THE BUS AND ITS MIRRORS. 500mm MIN CLEARANCE FROM KERB TO BUS STOP SIGNS AND POWER POLES WITH BUS STOP SIGNS IS REQUIRED.
7. CONSTRUCT CONCRETE PAVING 125mm THICK WITH 5/12 STEEL FABRIC ON 100mm G520 ROAD BASE.
8. PROVIDE 10% - 25% CROSSFALL TO PAVEMENT (135mm DEEP x 2m WIDE) AT FRONT DOOR ALIGHTING AREA TO ALLOW FOR WHEELCHAIR STANDING. 1% CROSSFALL IS DESIRABLE.
9. PAVEMENT GRADES SHOULD NOT EXCEED 1% IN 14 OR 1 in 8 FOR RAMPS WHERE THE LENGTH IS LESS THAN 1200mm.
10. CONSTRUCT 12% MIN WIDE FOOTPAVING TO CONNECT TO EXISTING FOOTPAVING OR KERB RAMP AS REQUIRED.
11. SEAT TO FACE KERB AS SHOWN, SEAT TO HAVE BACKREST & ARMRESTS, HEIGHT 500mm, DEPTH 500mm MAX, LENGTH 1000mm. ARMRESTS HEIGHT 450mm EXTENDING TO FRONT OR SEAT, SEAT TO HAVE LUMINOUS CONTRAST TO BACKGROUND.
12. LIGHTING OF THE BUS STOP IF PROVIDED TO MEET THE REQUIREMENTS OF THE "PUBLIC LIGHTING CODE AS/NZS 1558.1:

CITY OF CANTERBURY BANKSTOWN
STANDARD BUS STOP
TYPES 5 & 6: FRONT DOOR ACCESS
INSTALLATION DETAILS

T = 300 OR 400 TO MATCH TGSIS TILE SIZE
ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE
Improved street lighting to the mid-block connection that links the site to Watergum Way.

Observation; 3 x Existing 4m high Light poles at school boundary wall.

Additional information required from Council regarding category and type of lighting. Light posts versus bollard lighting.

Item 7: Improved street lighting.
Observation: Upgrade works Stage 1 was underway at the time of site visit 03.09.20.

New basketball ring installed, play area and concrete footpath/track.

New outdoor park gym equipment installed.

Item 8: Improved Playground Equipment
Northcote Park Ground Improvement Stg2 and Playground Upgrade
260 Waterloo Rd, Greenacre

Furniture L04-1

2021_1058 Northcote Park Upgrade Stg2 Quotation.dwg

Nine items of Play Equipment identified.

Canterbury Bankstown Council
Playground Upgrade_Play Equipment

SK-800-081
Chullora Marketplace, Indicative Scope of Infrastructure Works
Appendix 1 – Explanatory Note

(Clause 42)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

**Proposed Planning Agreement**

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

1. **Parties**

   Canterbury-Bankstown City Council (ABN 45 985 891 846) of 66-72 Rickard Road, Bankstown NSW 2200 *(Council)*

   and

   Henroth Pty Limited (ACN 000 109 866) of Suite 604, Eastpoint Tower, Level 6, 180 Ocean Street, Edgecliff, NSW 2027 *(Developer)*

2. **Description of the Land to which the proposed Planning Agreement applies**

   2.1 353-355 Waterloo Road, Greenacre being Lot 9, DP 10945 and Lot 41, DP 1037863, as described in *Schedule 2* to the Agreement.

   2.2 This Developer is the owner of the Land.

3. **Description of proposed Development**

   3.1 Development pursuant to the Planning Proposal for the following amendments to the LEP:

      a. For the site at Lot 41, DP 1037863:

         i. Apply a minimum 0.35:1 FSR for the purposes of non-residential development, while retaining the existing 1:1 FSR for the site.

         ii. Amend the maximum building height of 11 metres along the southern boundary to 9 metres, while increasing the 11 metres maximum building height to 14 metres along the eastern and western boundaries, and to 20 metres for the remainder of the site.

      b. For the site at Lot 9, DP 10945:

         i. Rezone the site from Zone R2 Low Density Residential to Zone B2 Local Centre.

         ii. Increase the maximum 0.5:1 FSR for the site to a 1:1 FSR.

         iii. Within the 1:1 FSR envelope, apply a minimum 0.35:1 FSR for the purposes of non-residential development.

         iv. Increase the maximum building height from 9 metres to 14 metres.

4. **Summary of objectives, nature and effect of the proposed Planning Agreement**

   4.1 Objectives of proposed Planning Agreement
4.1.1 The objectives of the proposed Planning agreement are to:

- provide Development Contributions for the benefit of the public in the form of the provision of access of land by the community free of cost and the carrying out of Work, as outlined below; and

- achieve the provision of these Development Contributions with greater certainty and at less risk and less cost to Council than would be possible through the outright purchase of the land or the use of section 7.11 development contributions alone.

4.2 Nature and effect of proposed Planning Agreement

4.2.1 The proposed Planning Agreement will not come into effect until the proposed instrument Change comes into force.

4.2.2 The proposed Planning Agreement will require the Developer to provide the community access to their Land free of cost for the following public purposes (as generally shown on the Structure Plan within the DCP):

- open space for a public park and Plaza consistent with the Development Control Plan applying to the site;

4.2.3 The proposed Planning Agreement will require the Developer to pay a Monetary Contribution towards the provision of a district level recreation facility and district level community facility and for the provision of playground equipment within Northcote Park. The total monetary contribution to be paid under the proposed Planning Agreement is $541,000.00 subject to Clause 7.5 within the Agreement.

4.2.4 The proposed Planning Agreement will also require the Developer to carry out the following Work for a public purpose (as described in Part B of Schedule 3 to the Agreement):

- Construction of a new public footpath within the road reserve along the frontage of 353-355 Waterloo Road, Greenacre

- Construct a cycle link from the site to Lockwood Park (may be in the form of a shared path) and to the north–south regional cycleway which runs along Maiden Street–Roberts Road

- Underground the power lines on the eastern side of Waterloo Road (extending from 343 to 355 Waterloo Road)

- Construct a new roundabout and associated splitter islands at Waterloo and Como Roads intersection, including appropriate drainage and civil works

- Construct a new signalised pedestrian crossing on the northern side of Waterloo
Road and Norfolk Road intersection

- Construct two (2) replacement bus shelters in front of 353-355 Waterloo Road, Greenacre
- Construct improved street lighting in the mid-block connection that links the site to Watergum Way (North East of the site)

4.2.5 The estimated value of the Work to be provided under the proposed Planning Agreement, as described in 4.2.4 above, is $1,463,000.00.

5. Assessment of the merits of the proposed Planning Agreement

5.1 The impact of the proposed Agreement on the public or any relevant section of the public

5.1.1 The proposed Planning Agreement impacts on the public by promoting the public interests as outlined in paragraph 5.2.1.

5.2 How the proposed Planning Agreement promotes the public interest and one or more objects of the Environmental Planning and Assessment Act 1979

5.2.1 The proposed Planning Agreement promotes the public interest by securing the provision of Development Contributions, including the provision of community access to land free of cost and the carrying out of Work, for the purposes of improving community facilities, infrastructure and services and, in general, for the purposes of improving and promoting the community's quality of life.

5.2.2 The proposed Planning Agreement promotes the objects of the Environmental Planning and Assessment Act 1979 by:

- encouraging the development and conservation of urban resources for the purpose of promoting the social and economic welfare of the community
- encouraging the promotion and co-ordination of the orderly and economic use and development of land;
- encouraging the provision of land for public purposes;
- encouraging the provision and co-ordination of community services and facilities.

5.3 For Planning Authorities:

5.3.1 Development corporations - How the proposed Planning Agreement promotes its statutory responsibilities
5.3.2 Other public authorities - How the proposed Planning Agreement promotes the objects (if any) of the Act under which it is constituted

The Planning Agreement promotes a number of the Guiding Principles for Councils under section 8A of the *Local Government Act 1993* (NSW), as follows:

1. Keeping the community informed about its activities and to ensure that its decision-making is transparent.
2. To plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
3. To act fairly, ethically and without bias in the interests of the local community.
4. To recognise diverse local community needs and interests.
5. To have regard to the long term and cumulative effects of its decisions on future generations.
6. To engage in long-term strategic planning on behalf of the local community.

5.3.3 Councils - How the proposed Planning Agreement promotes the elements of the Council’s Charter

Section 8 of the Local Government Act 1993 sets outs the “Council’s charter”. The Agreement promotes the Council’s charter in the same way that is set out in section 5.3.2 above.

5.3.4 Whether the proposed Planning Agreement conforms with the authority’s capital works program

The Agreement includes works that do and do not conform with Council’s Capital Works Program. Should the development proceed, the works identified under the Agreement that do not conform with Council’s Capital Works Program will be required to support the development and to help provide an appropriate level of infrastructure to the existing and incoming community. This Agreement provides a mechanism by which these works can be secured.

5.3.5 Construction certificate, occupation certificate or subdivision certificate

The Agreement specifies that certain requirements must be complied with before certain Construction Certificates and Occupation Certificates are issued. These requirements are set out in Schedule 3 of the Agreement.