

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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## Contacts Sheet

### Council:

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Attn: The General Manager

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BANKSTOWN NSW 2200

**Telephone:** (02) 9707 9000

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**Representative:** XXX

### Developer:

**Name:** Henroth Pty Limited

**ACN:** 000 109 866

**Address:** Suite 604, Eastpoint Tower  
Level 6, 180 Ocean Street  
EDGECLIFF NSW 2027

**Telephone:** (02) 90025333

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**Representative:** Dan Maurici  
Senior Development Manager



# Voluntary Planning Agreement

Execution Date **xxx**

## 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**”

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## 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 Watgum 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

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### 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.

- (r) Any schedules and attachments form part of this Agreement
- (s) Notes appearing in the Agreement are operative provisions of this Agreement.
- (t) 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

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### 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-east 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-west 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 1037863 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 insofar 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 of 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**

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### **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) 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

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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.

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

Table 2 – Other Matters

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

## **Schedule 2**

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(Clause 1)

### **The Land**

**DEVELOPMENT SITE:**

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

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## Schedule 3

(Clause 7)

### Development Contributions

#### Part A – Land Access Rights

Column 1	Column 2	Column 3	Column 4	Column 5
Item	Public Benefit	Estimate of Contribution Value	Agreed Contribution Value	Timing
A	<b>Publicly Accessible Open Space(s) – land access</b>			
	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.			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.

#### Part B – Works

Column 1	Column 2	Column 3	Column 4	Column 5
Item	Public Benefit	Estimate of Contribution Value (excluding GST)	Agreed Contribution Value	Timing
B	<b>Footpath (south of Como Road)</b>			
	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.	\$56,000.00		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.
C	<b>Footpath (north of Como Road)</b>			
	Construct a new public footpath within the road reserve	\$129,000.00		Subject to clause 7, prior to the issue of any Occupation



	along the frontage of 353-355 Waterloo Road, Greenacre, for the street frontage north of Como Road.			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.
D.1	<b>Cycle path (south of Como Road)</b>			
	<p>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.</p> <p>Construct the cycle link south of Como Road and along Norfolk Road.</p>	\$34,000.00		<p>Subject to clause 7, prior to issue of the first Construction Certificate in relation to the relevant Stage of the Development.</p> <p>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.</p>
D.2	<b>Cycle path (north of Como Road)</b>			
	Construct the cycle link north of Como Road.	\$34,000.00		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.
E	<b>Underground power lines</b>			
	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.	\$500,000.00		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.
<b>F</b>	<b>Roundabout</b>			
	<p>Prepare detailed design for a new roundabout and associated splitter islands at Waterloo and Como Roads intersection, including appropriate drainage and civil works.</p> <p>Construct the roundabout.</p>	\$380,000.00		<p>Subject to clause 7, prior to issue of the first Construction Certificate in relation to the relevant Stage of the Development.</p> <p>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.</p>
<b>G</b>	<b>Signalised pedestrian crossing</b>			
	<p>Prepare detailed design for a new signalised pedestrian crossing on the northern side of Waterloo Road and Norfolk Road intersection.</p> <p>Construct the signalised pedestrian crossing.</p>	\$100,000.00		<p>Subject to clause 7, prior to issue of the first Construction Certificate in relation to the relevant Stage of the Development.</p> <p>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.</p>
<b>H</b>	<b>Bus shelters</b>			
	Construct two (2) replacement bus shelters in front of 353-355 Waterloo Road, Greenacre.	\$145,000.00		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

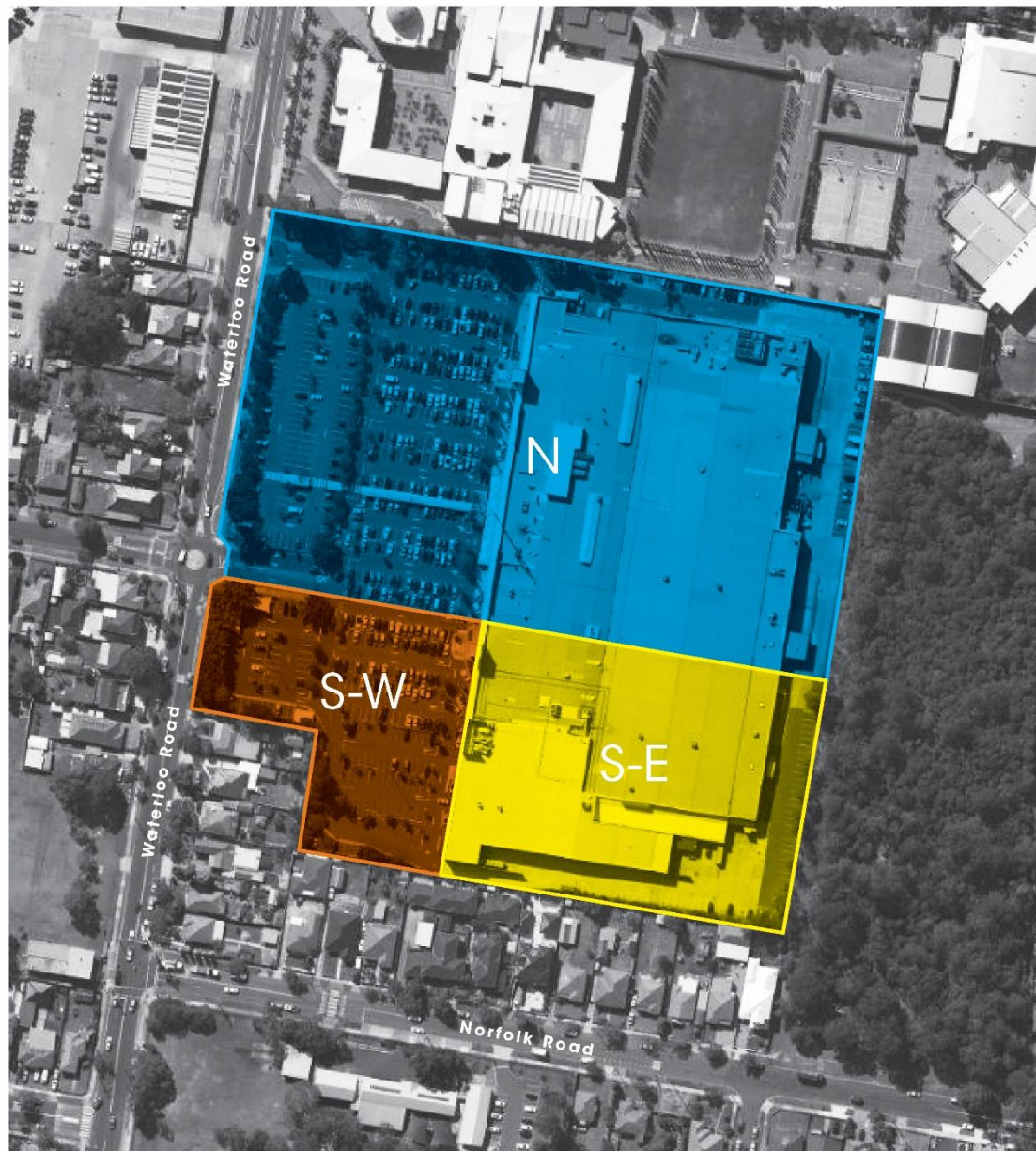
				doubt this obligation remains and can be enforced if an Occupation Certificate is issued in breach of this Agreement.
I	<b>Street lighting</b>			
	Construct improved street lighting in the mid-block connection that links the site to Watergum Way (North East of the site).	\$85,000.00		Subject to clause 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

Column 1	Column 2	Column 3	Column 4
Item	Public Benefit	Agreed Contribution Value	Timing
J	<b>Playground equipment</b>		
	Monetary contribution towards improved playground equipment within the existing Northcote Park (260 Waterloo Road, Greenacre).	\$193,000.00 or actual cost of construction, if less.	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.
K	<b>Monetary Contribution</b>		
	Monetary contribution to the Council to be applied towards the provision of a district level recreation facility and district level community facility.	\$348,000.00	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.

## Schedule 4

### Proposed Staging Plan



 NORTHERN PORTION

 SOUTH-WESTERN PORTION

 SOUTH-EASTERN PORTION

Staging Plan  
CHULLORA MARKETPLACE

Drawn: YK  
Date: 11.03.2021  
Version: 210311

SYDNEY OFFICE  
Level 6, 120 Sussex St.  
Sydney NSW 2000



**Indicative Scope of Infrastructure Works – Draft Concept Plans**

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**Chullora Marketplace. 353-355 Waterloo Road, Greenacre**  
Indicative Scope of Infrastructure Works

Rev C 12.03.201





- 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).

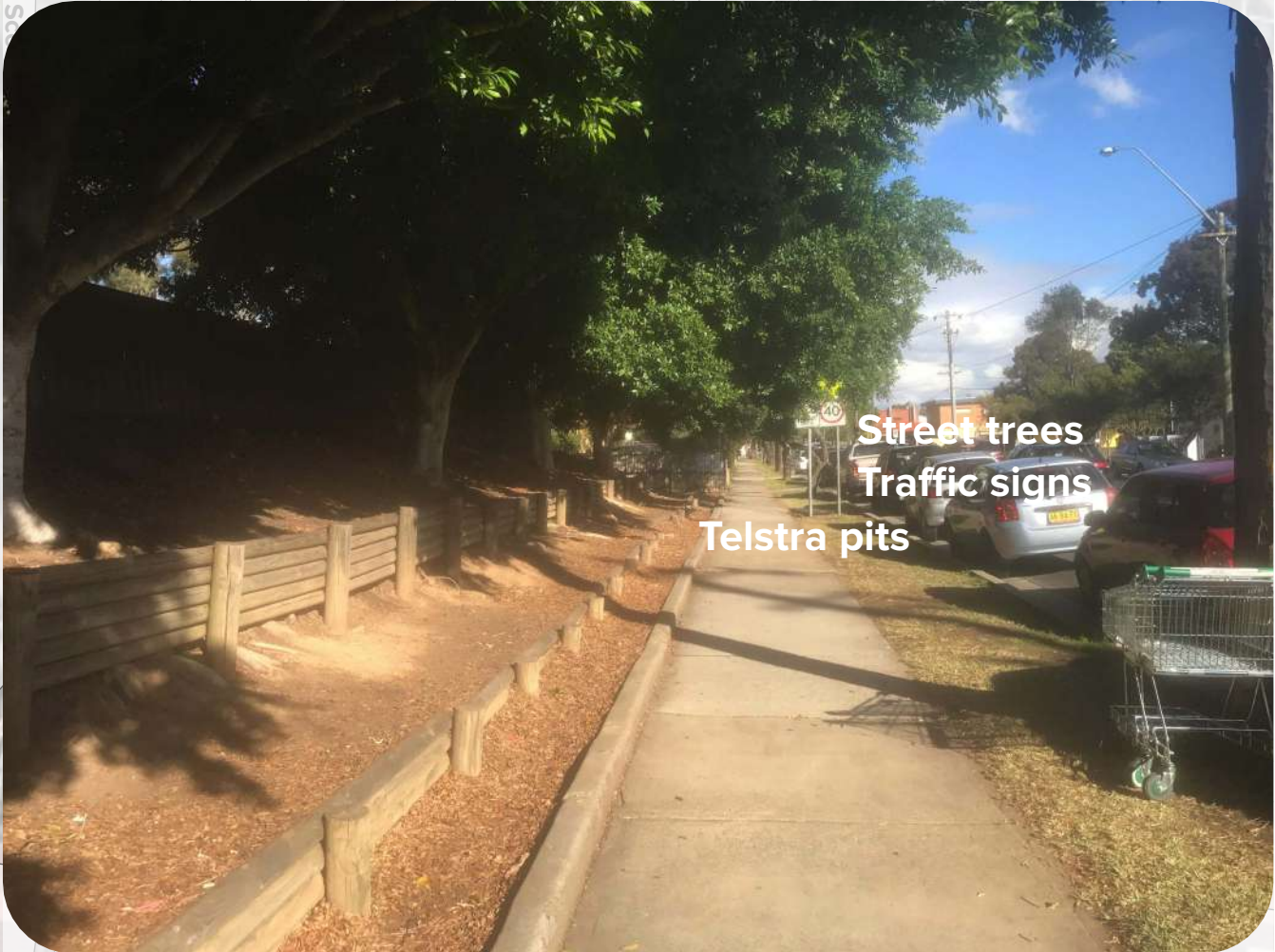




1 Observations; Potential cost implications associated with existing street trees and services; Bus stop & Services pillar



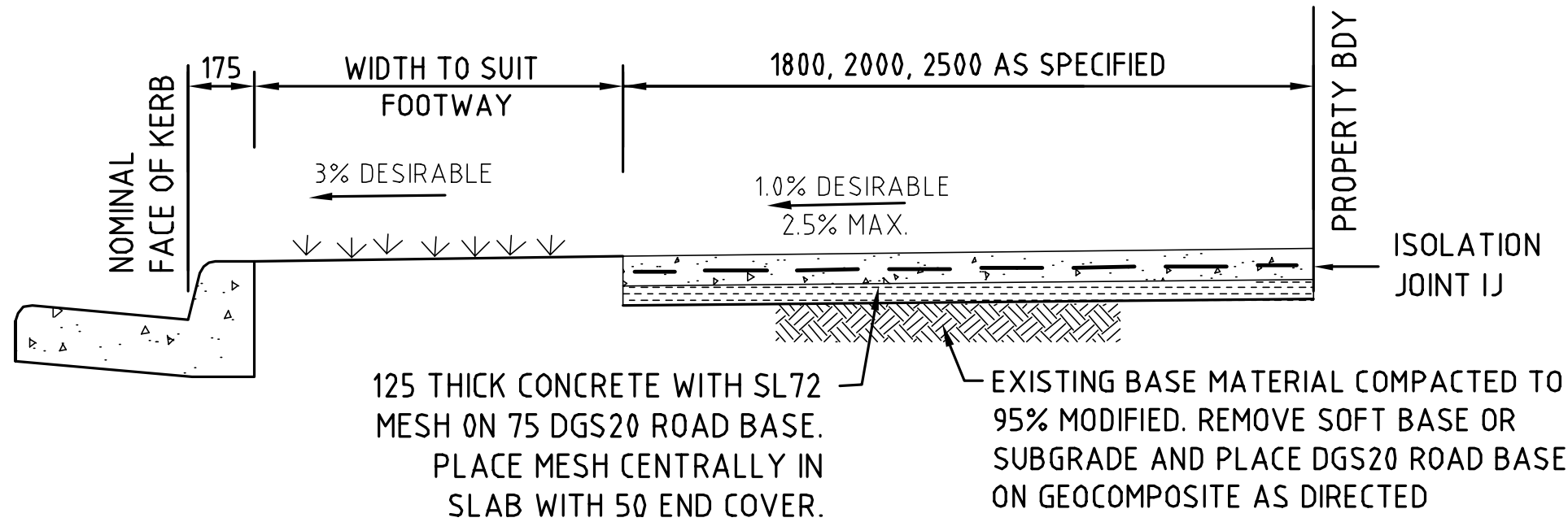
2 Observations; Potential cost implications associated with existing services; Existing street light poles.



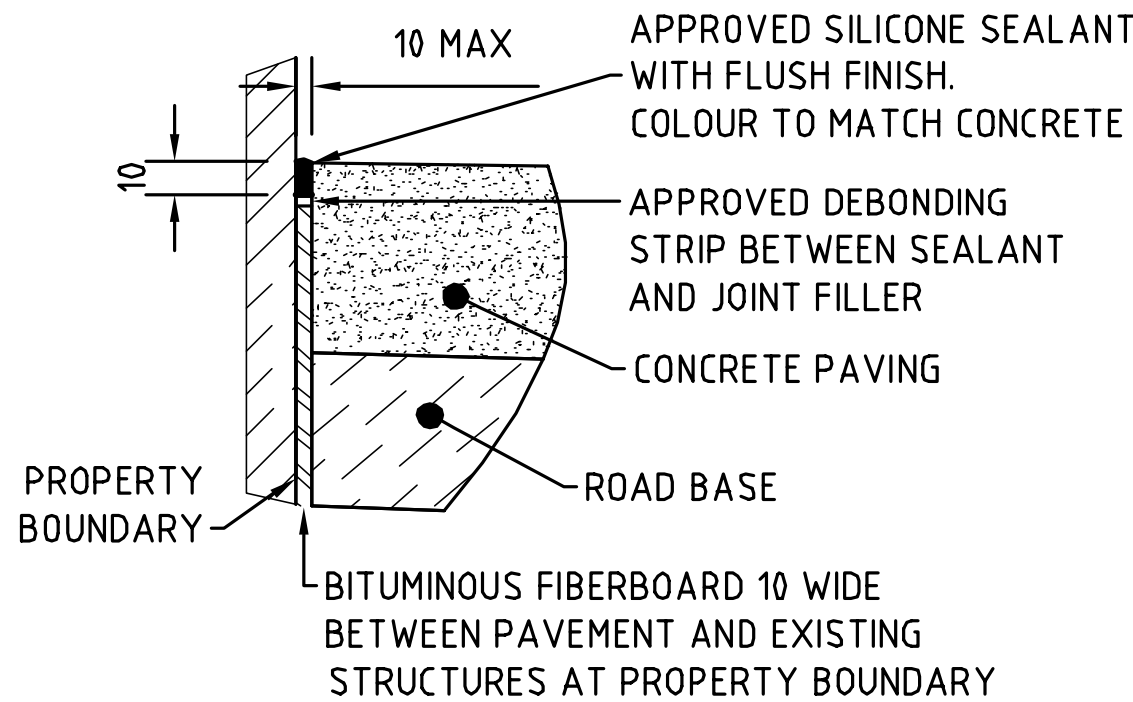
3 Observations; Potential cost implications associated with existing Telstra pit services street trees & traffic signs



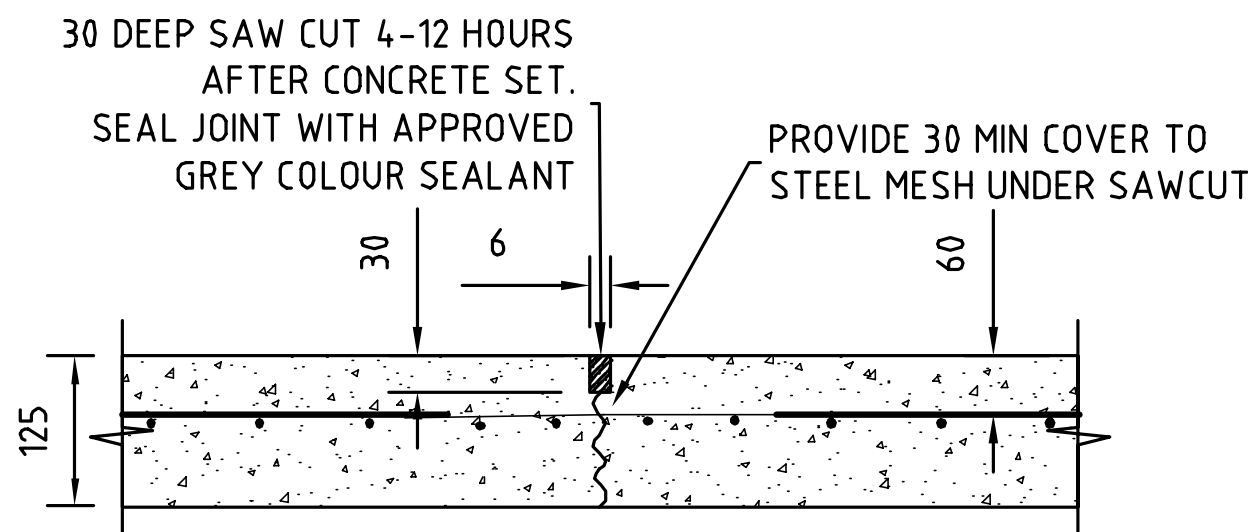
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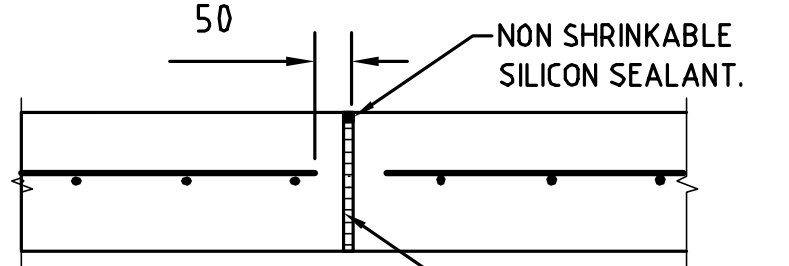
CONCRETE FOOTPAVING: TYPICAL FOOTWAY SECTION



ISOLATION JOINT (IJ)  
BETWEEN PROPERTY BOUNDARY  
AND CONCRETE PAVING



SAWCUT JOINT (SJ)  
SPACING 2.0m



ISOLATION JOINT (EJ)  
CONCRETE PAVING  
SPACING 12.0m

NOTES:

1. FOOTPAVING WIDTH TO BE 1800, 2000, OR 2500 AS SPECIFIED.
2. FOOTPAVING CROSSFALL 1.0% 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 (VFCs) ARE NOT TO EXCEED A GRADE OF 1 IN 14 TO COMPLY WITH AS 1428.1.
4. PROVIDE LANDINGS 1200 LONG WITH LONGITUDINAL GRADIENT LESS THAN 2.5% [1:40] WHERE THE PATH GRADIENT EXCEEDS 4% [1:33]. LANDING INTERVALS SHOULD NOT EXCEED 25M FOR 4% GRADIENT REDUCING TO 15M FOR 5% GRADIENT AND 9M FOR 7.1% [1:14] GRADIENT.
5. FOOTPAVING ACROSS VEHICULAR DRIVEWAYS SHALL BE INCREASED IN THICKNESS AND REINFORCED IN ACCORDANCE WITH CROSSING TYPE AND VEHICULAR MOVEMENTS. RESTORE ANY ADJOINING UNMADE VEHICULAR CROSSING WITH COMPACTED ROAD BASE FINISHED TO EVENLY MATCH THE FOOTPAVING.
6. CONCRETE IS TO BE STRENGTH GRADE N32, 20 MAX SIZE AGGREGATE, IN ACCORDANCE WITH AS3600.
7. ROAD BASE IS TO BE CRUSHED ROCK OR CRUSHED CONCRETE GRADED TO DGS20.
8. CONCRETE FOOTPAVING ISOLATION JOINTS TO BE PROVIDED AT 12000 SPACING USING PREFORMED BITUMEN IMPREGNATED FIBREBOARD 10 WIDE FOR FULL CONCRETE DEPTH.
9. SAWCUT JOINTS TO BE PROVIDED 25 DEEP, 6 WIDE AT 2000 SPACING, SEALED WITH SILICON 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 PAVING USING PREFORMED BITUMEN IMPREGNATED FIBREBOARD 10 WIDE. CORNERS TO BE REINFORCED WITH 2xN12 STEEL BARS 400 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 20 RADIUS USING A 50 WIDE BULLNOSE EDGING TROWEL.
12. PROVIDE 600 X 600 (MIN) SPLAYS ACROSS FOOTPAVING INTERNAL CORNERS INCLUDING CONNECTIONS TO KERB RAMPS AND BUS STOPS.
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 REINSTATED AS DIRECTED BY COUNCIL.
14. MAINTAIN 600 CLEAR WIDTH TO VEGETATION AND SIGNS ON VERGES ON SIDE OF THE FOOTPAVING. MAINTAIN OVERHEAD CLEARANCES OF 2500 TO VEGETATION AND 2100 TO SIGNS.
15. FOOTPAVING ADJOINING STREET TREES IS TO BE CONSTRUCTED IN ACCORDANCE WITH CBC STD DWG S-209 AND S-210.
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 DETAILED IN CBC STANDARD DRAWING S-031.



CITY OF CANTERBURY BANKSTOWN

STANDARD FOOTPAVING: TYPE 6  
CONCRETE: PARTIAL WIDTH

SECTIONS AND GENERAL NOTES

STD DWG N°

S-026

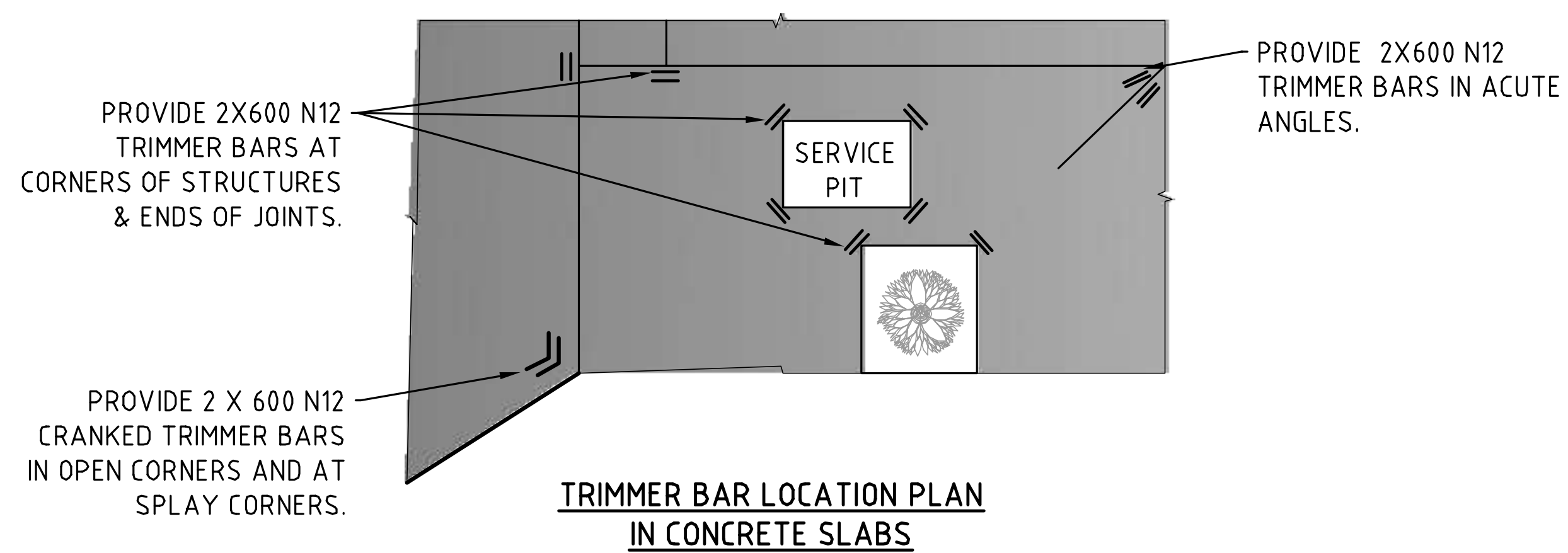
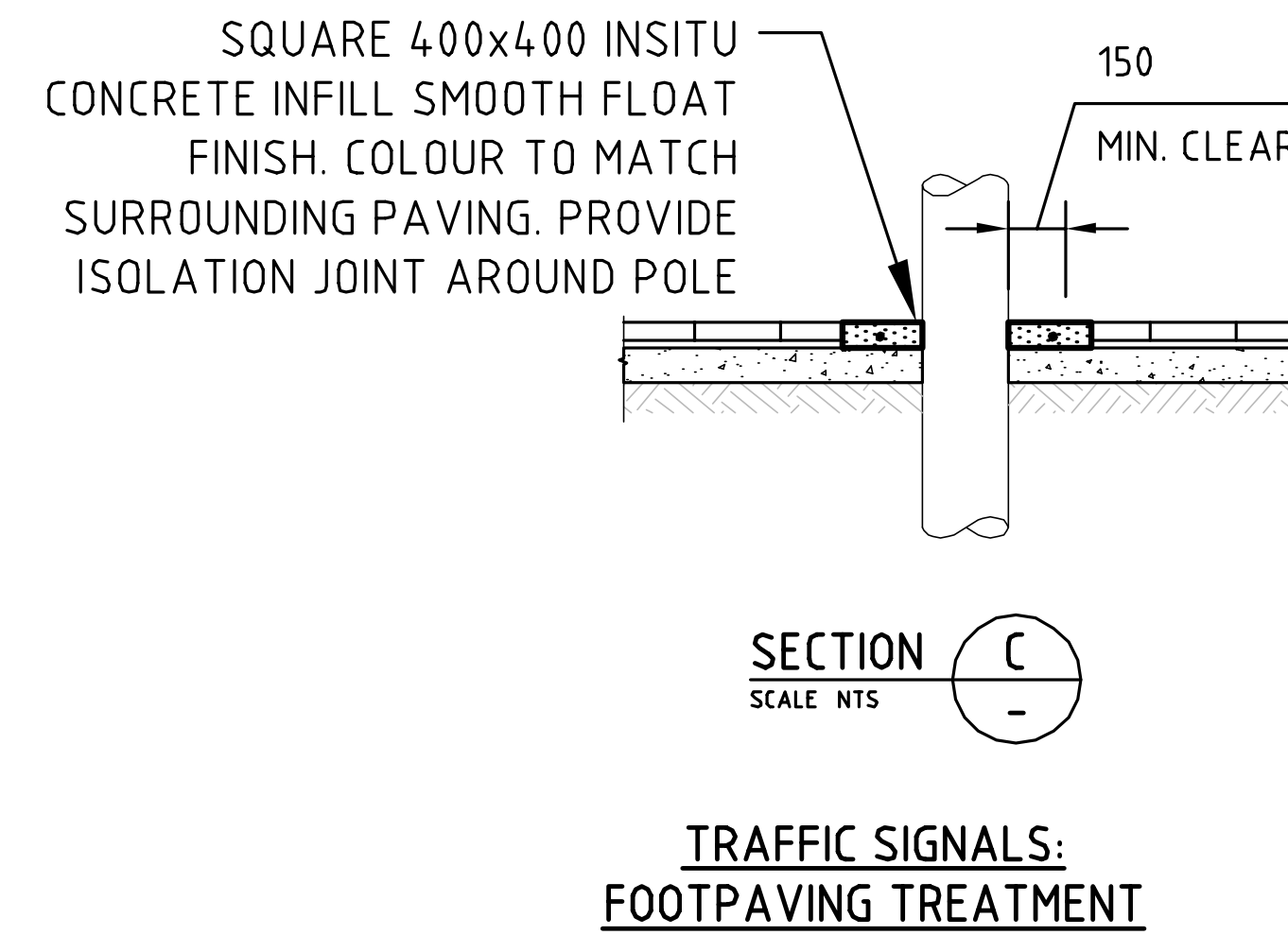
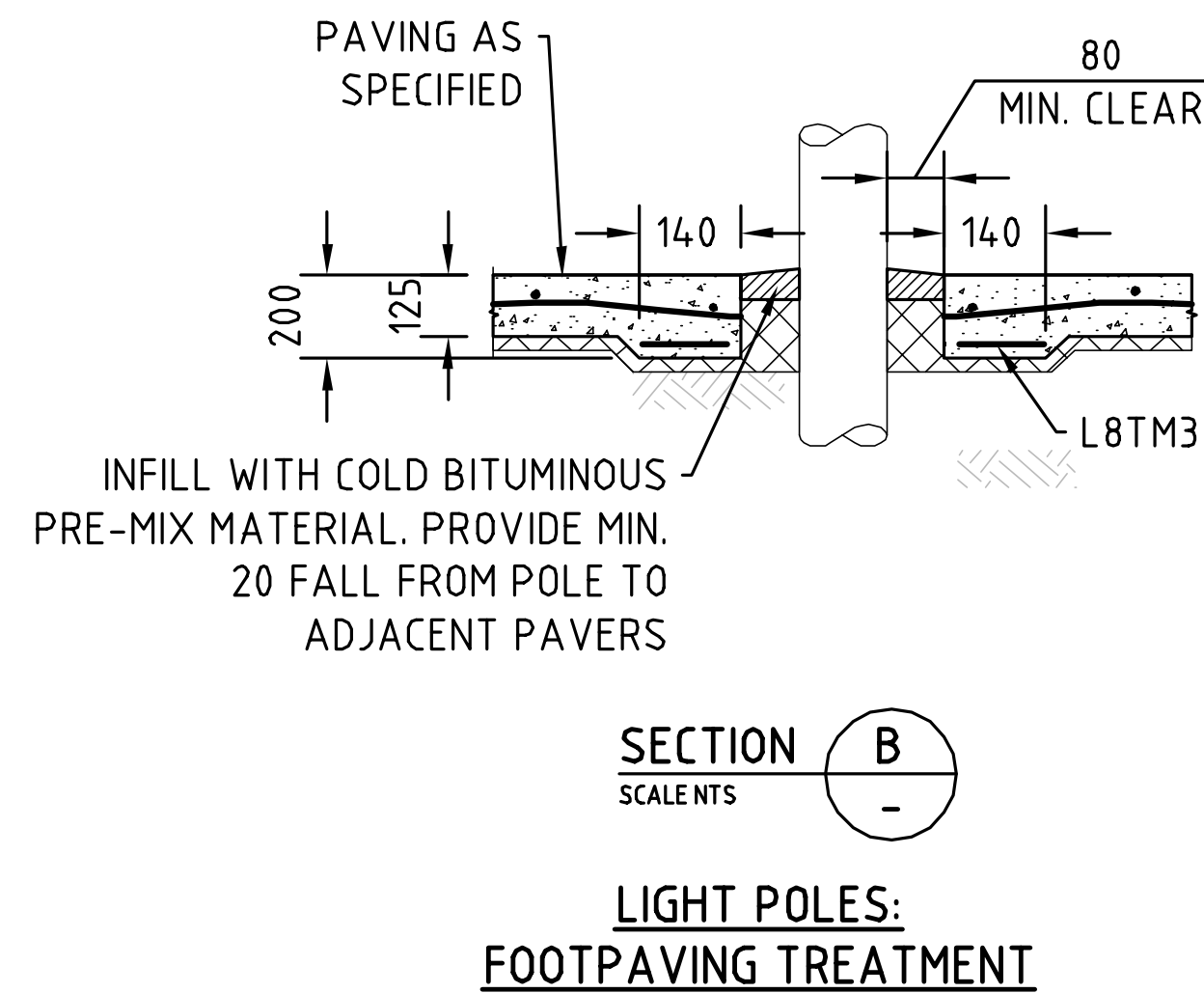
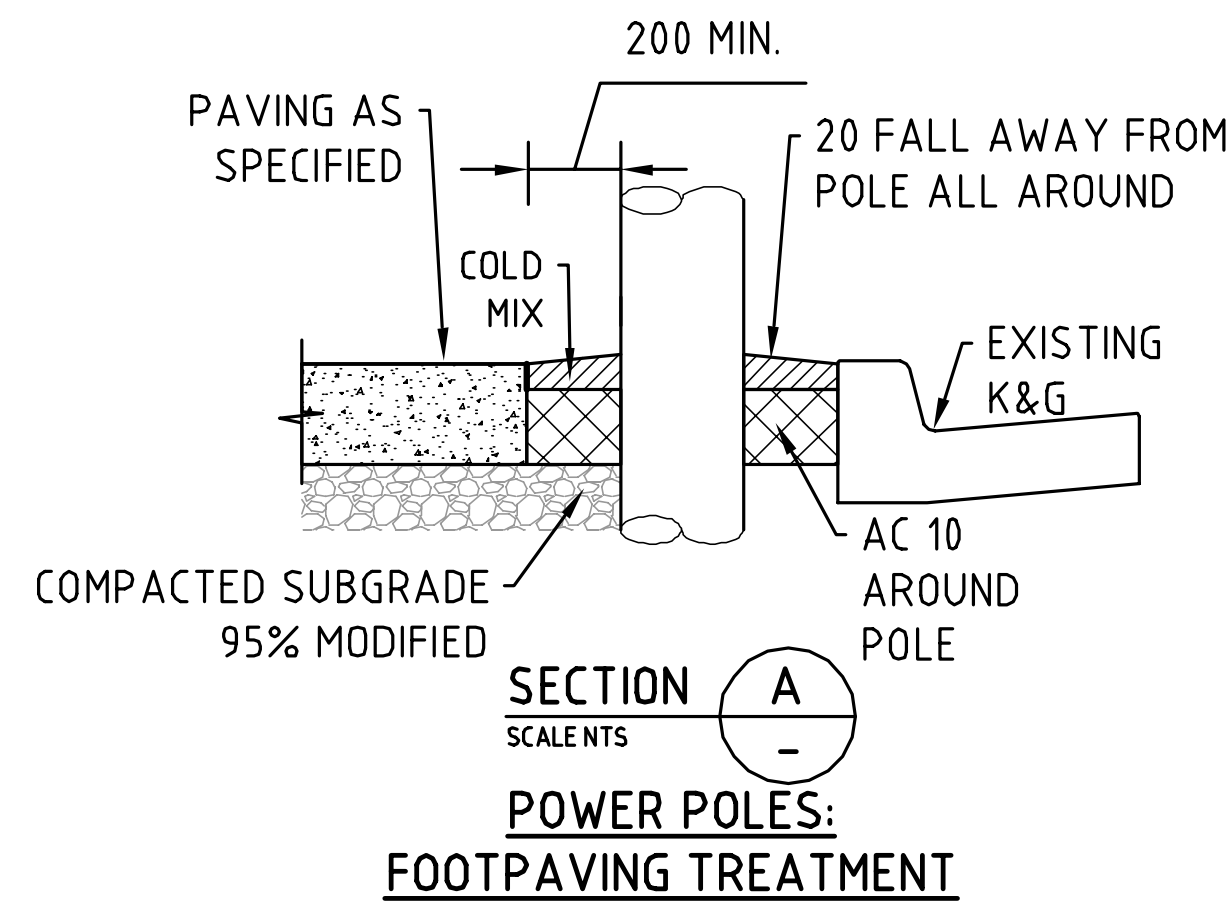
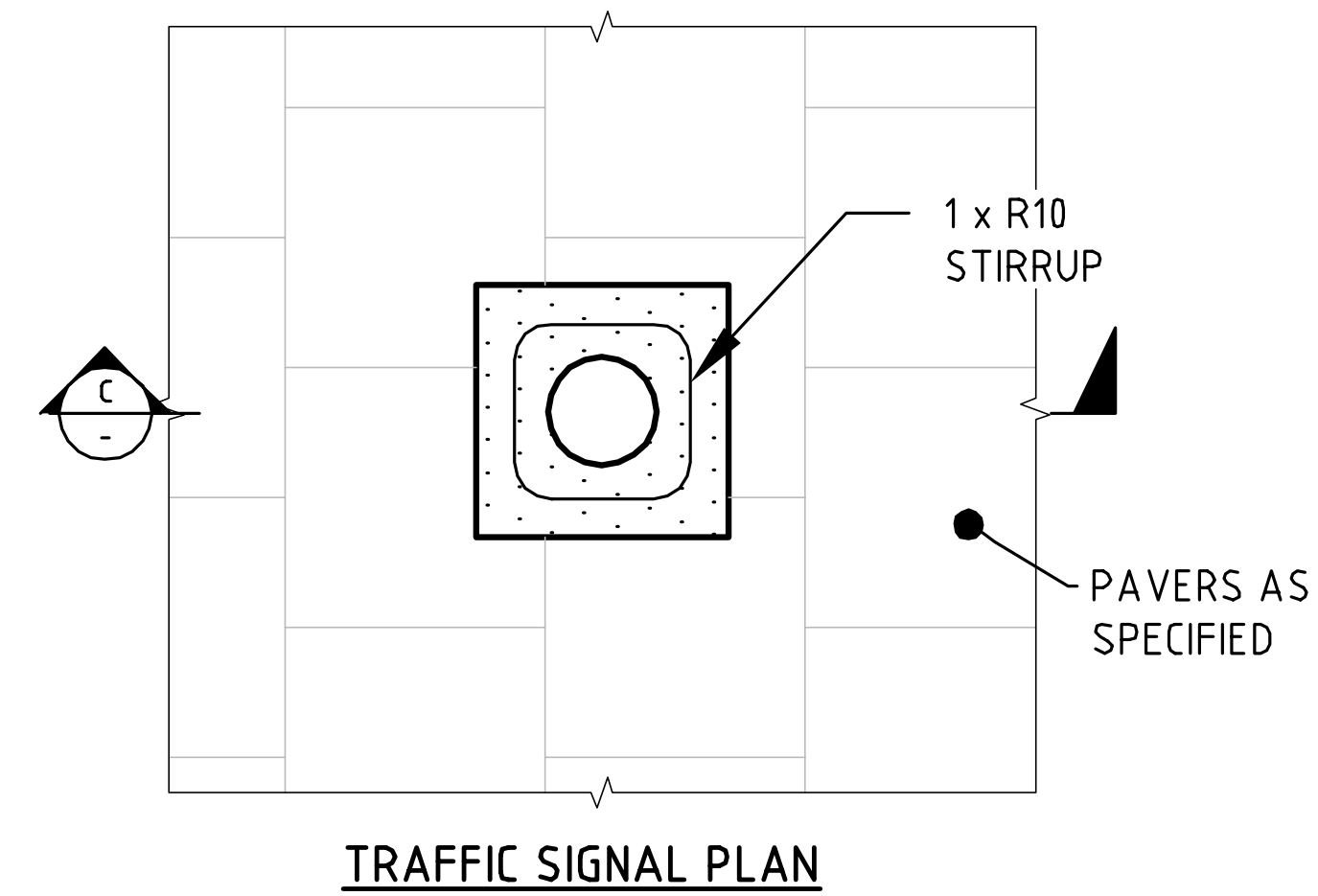
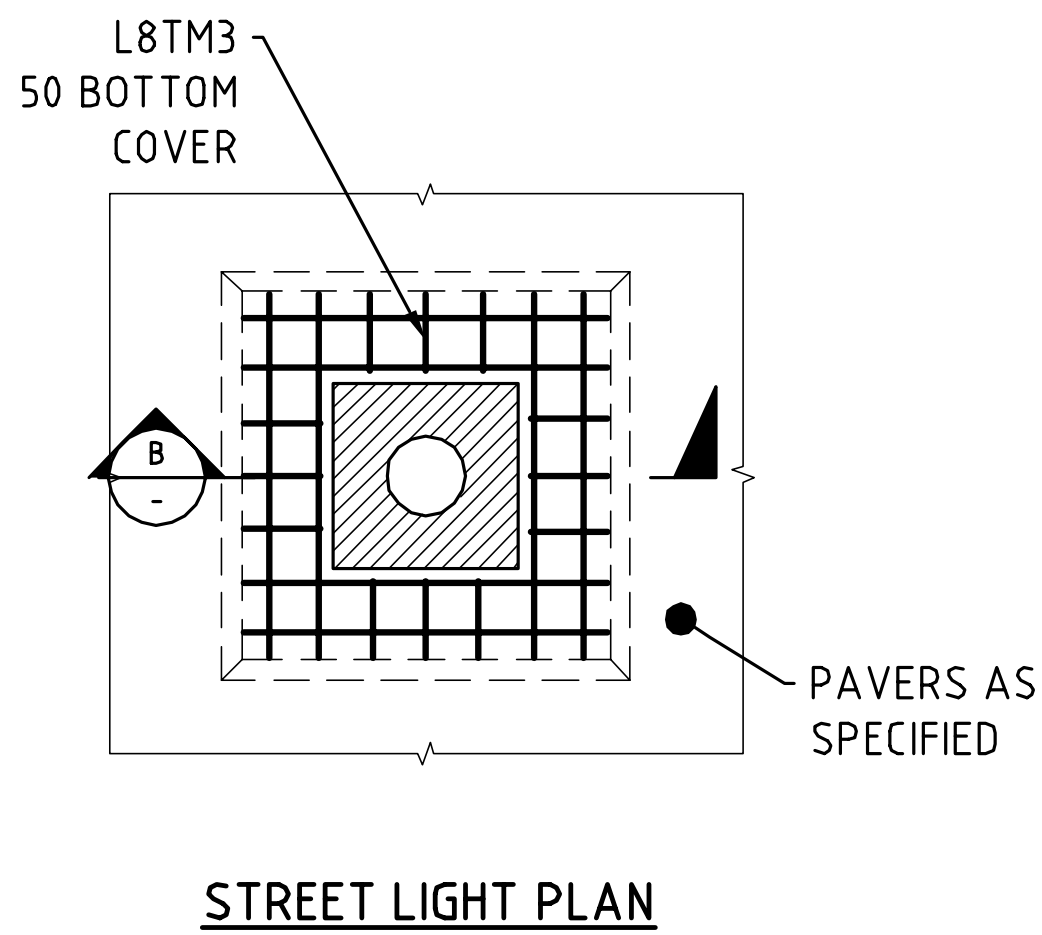
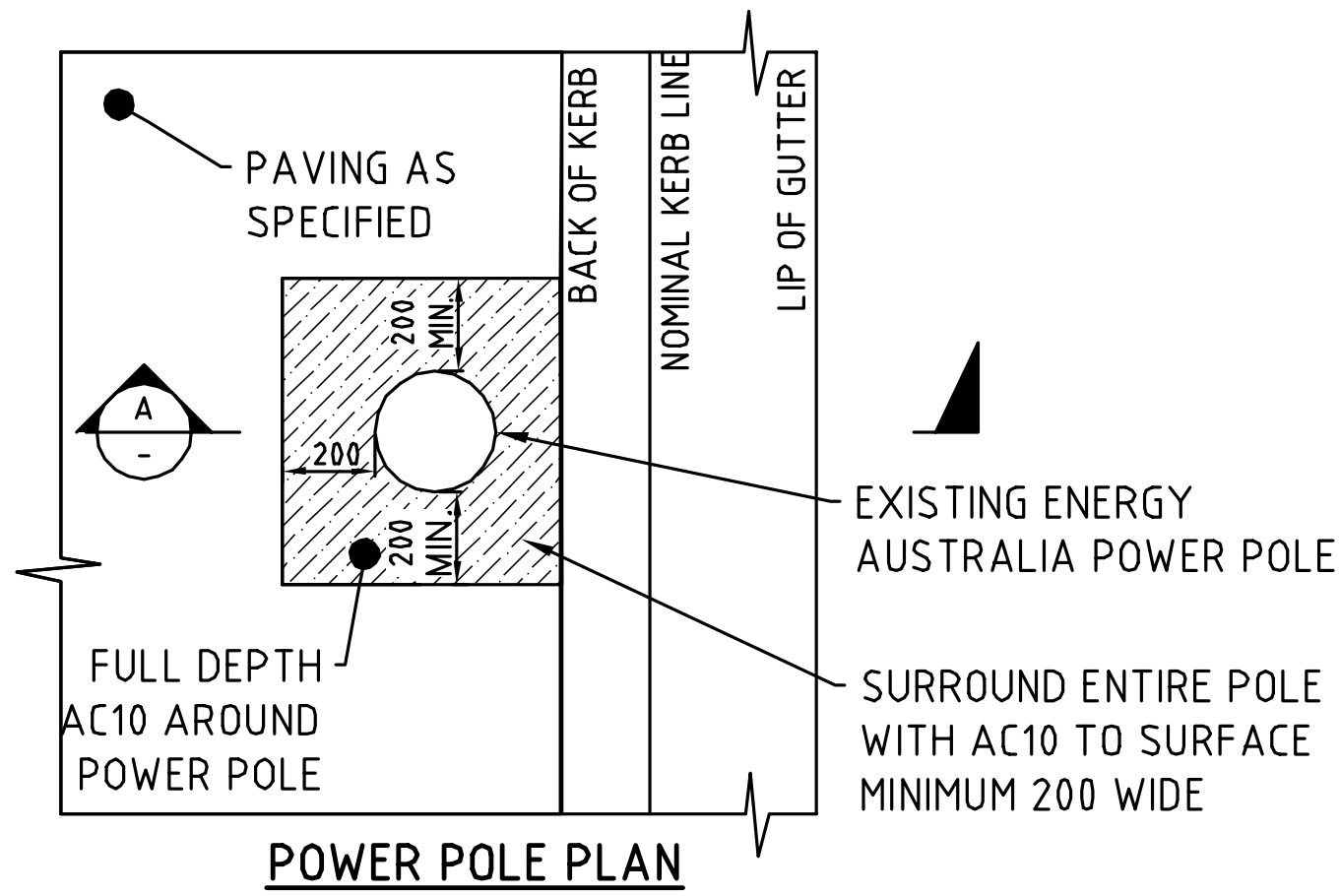
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Revision:  
1/05/17

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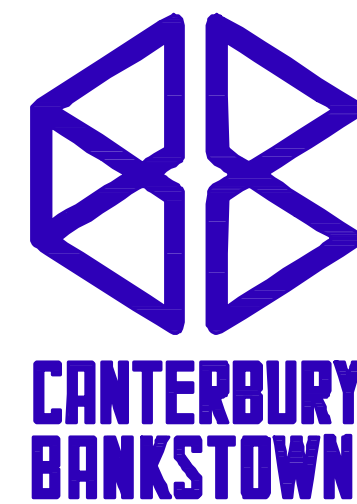
ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE

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

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.



CITY OF CANTERBURY BANKSTOWN

STANDARD FOOTPAVING  
TREATMENT AT POLES AND STRUCTURES

TYPICAL DETAILS

STD DWG N°

S-031

Sheet N°:  
1 of 1

Revision:  
1/05/17

File Name:  
S-031

SK-800-012

Chullora Marketplace. Indicative Scope of Infrastructure Works

Canterbury Bankstown Council Standard  
Treatment at Poles and Structures

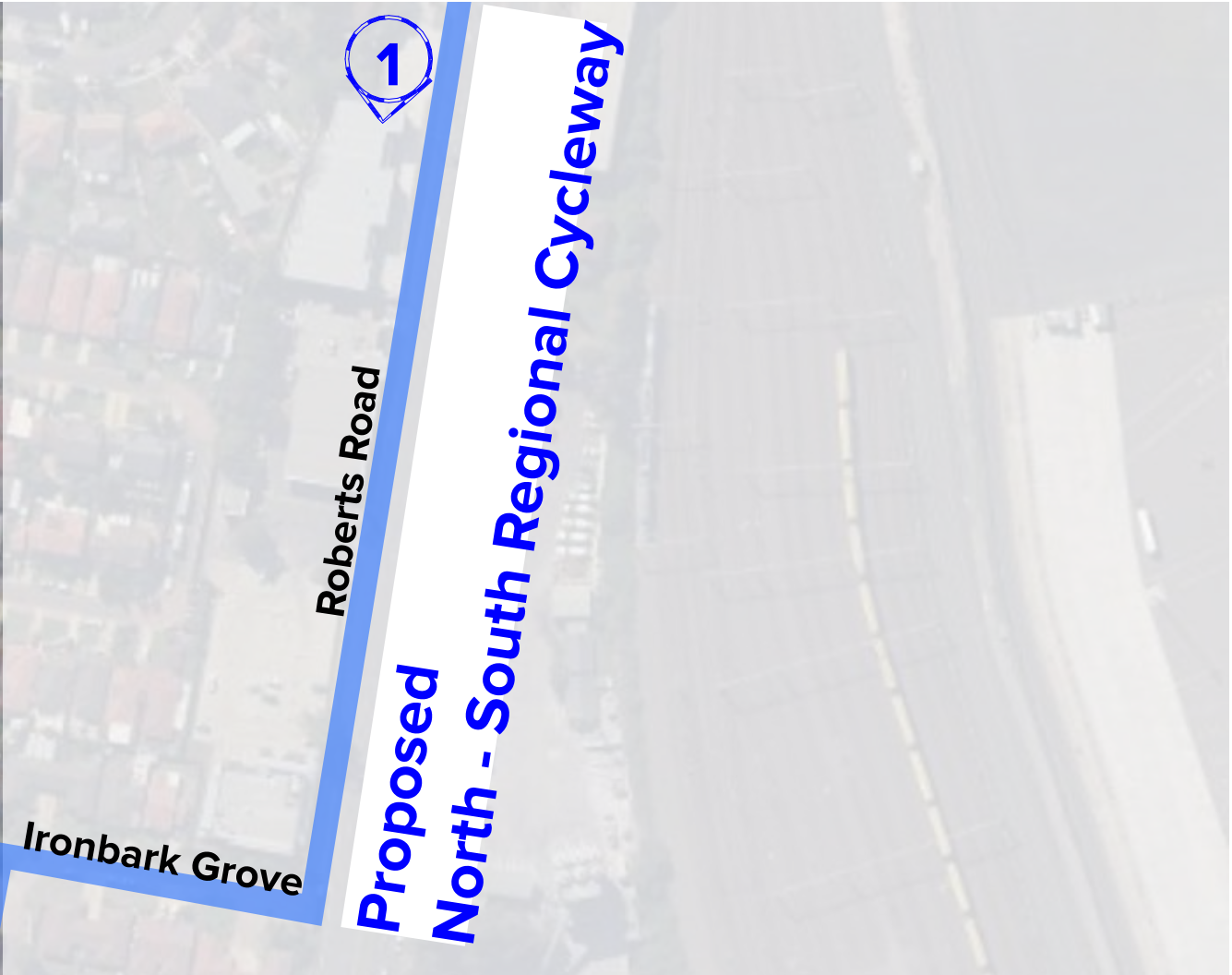
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13-40 5076/043  
Client Review Rev. 12/3/21

TURNER





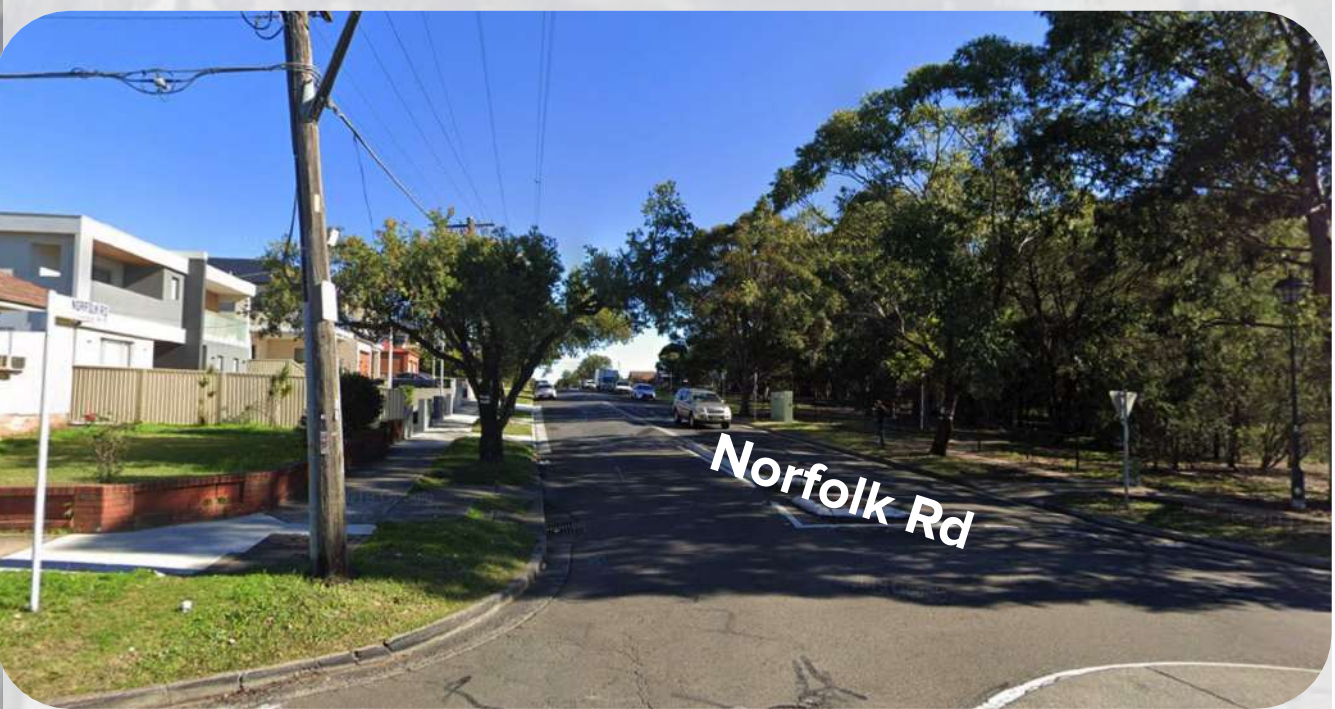




1 Observations; Existing Cycleway on Roberts Rd tapers to an end at the Rebecca Rd intersection

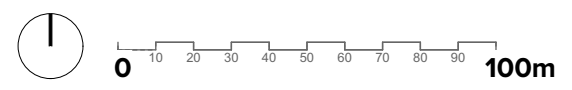


2 Observations; No Existing Cycleway evident at Maiden Street.

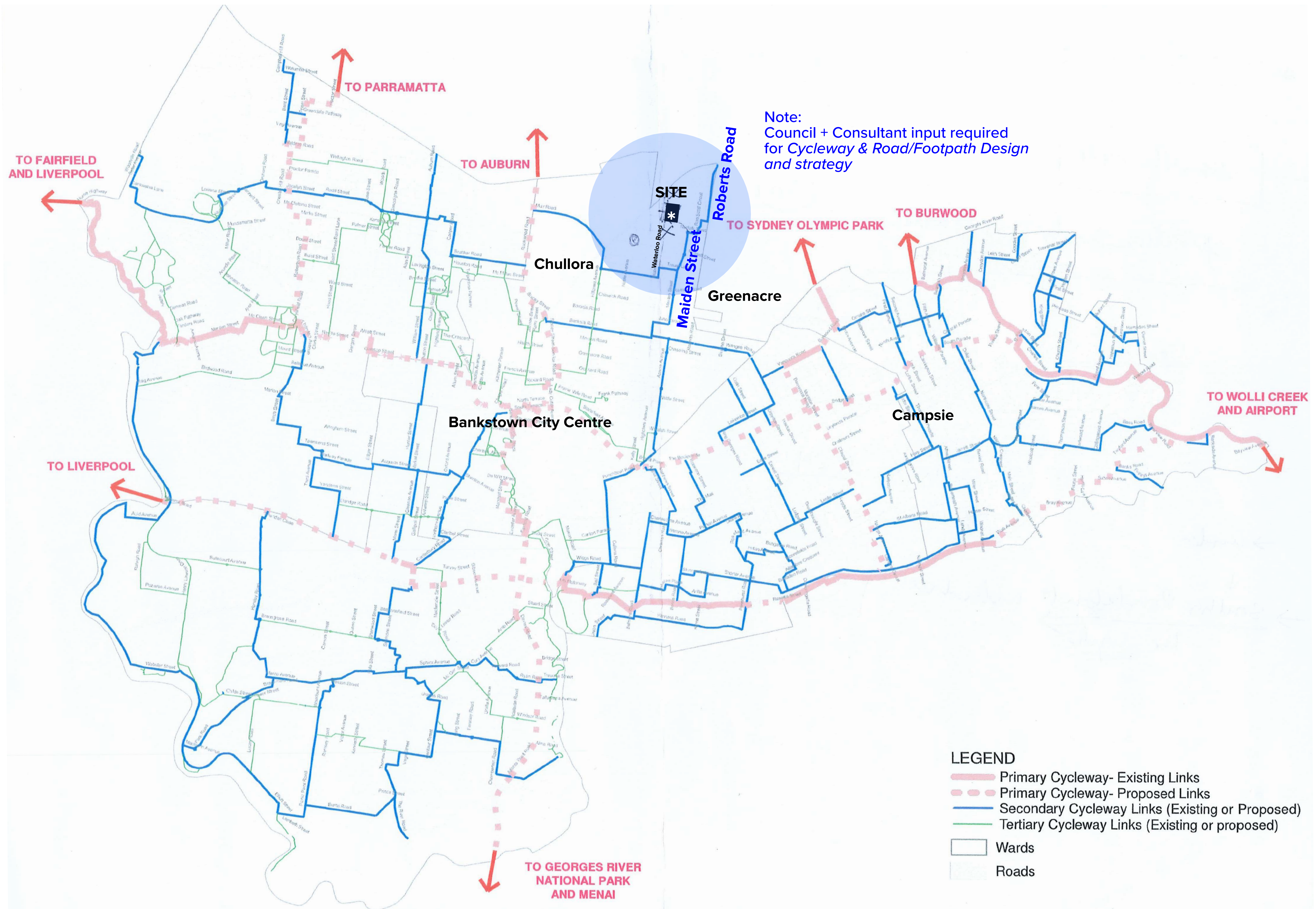


3 Observations; No Existing Cycleway evident at Norfolk Rd.

Item 2. Cycle Links







SK-800-021

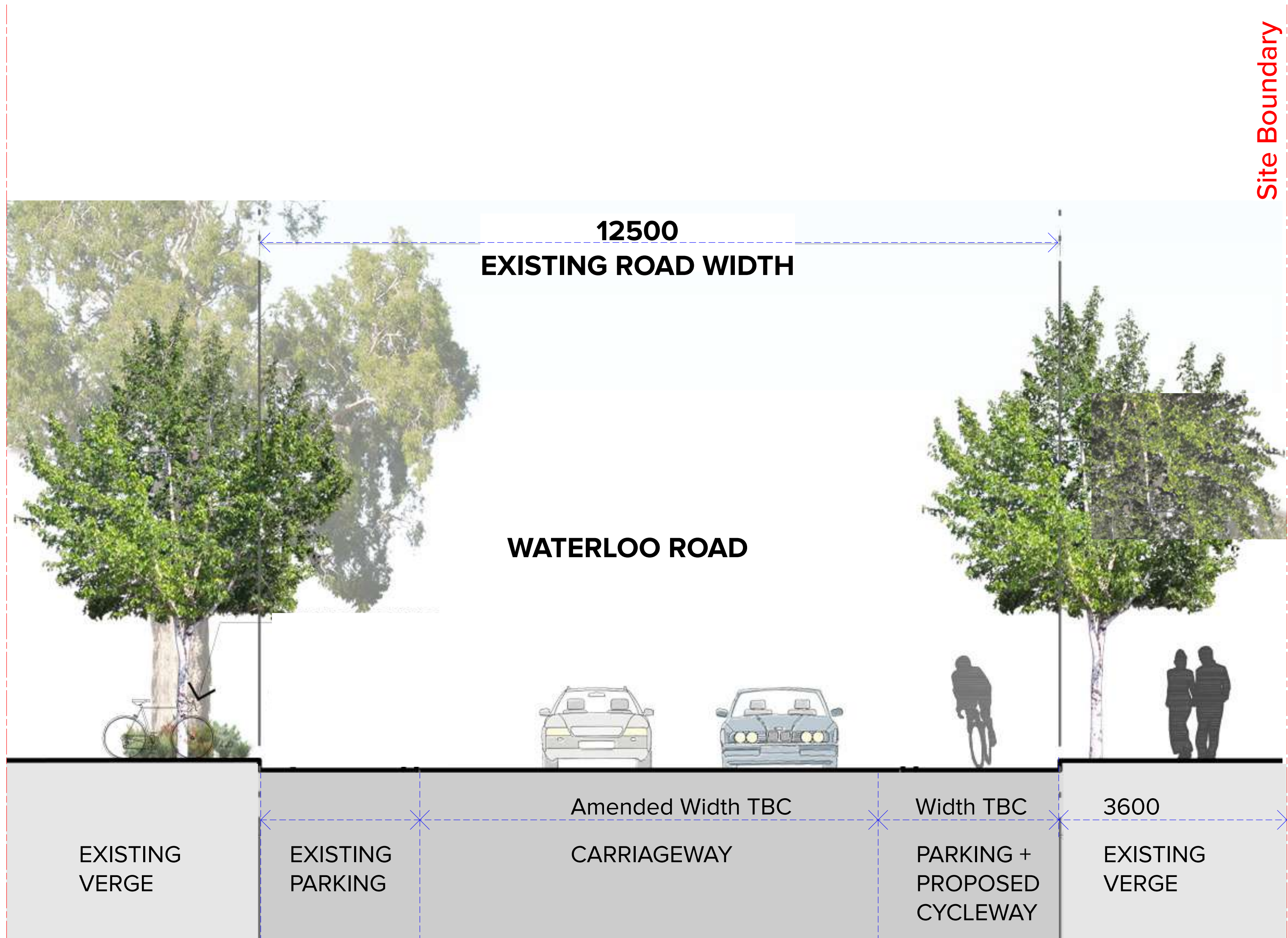
Chullora Marketplace. Indicative Scope of Infrastructure Works

Canterbury Bankstown Council Standard  
Cycleway Links

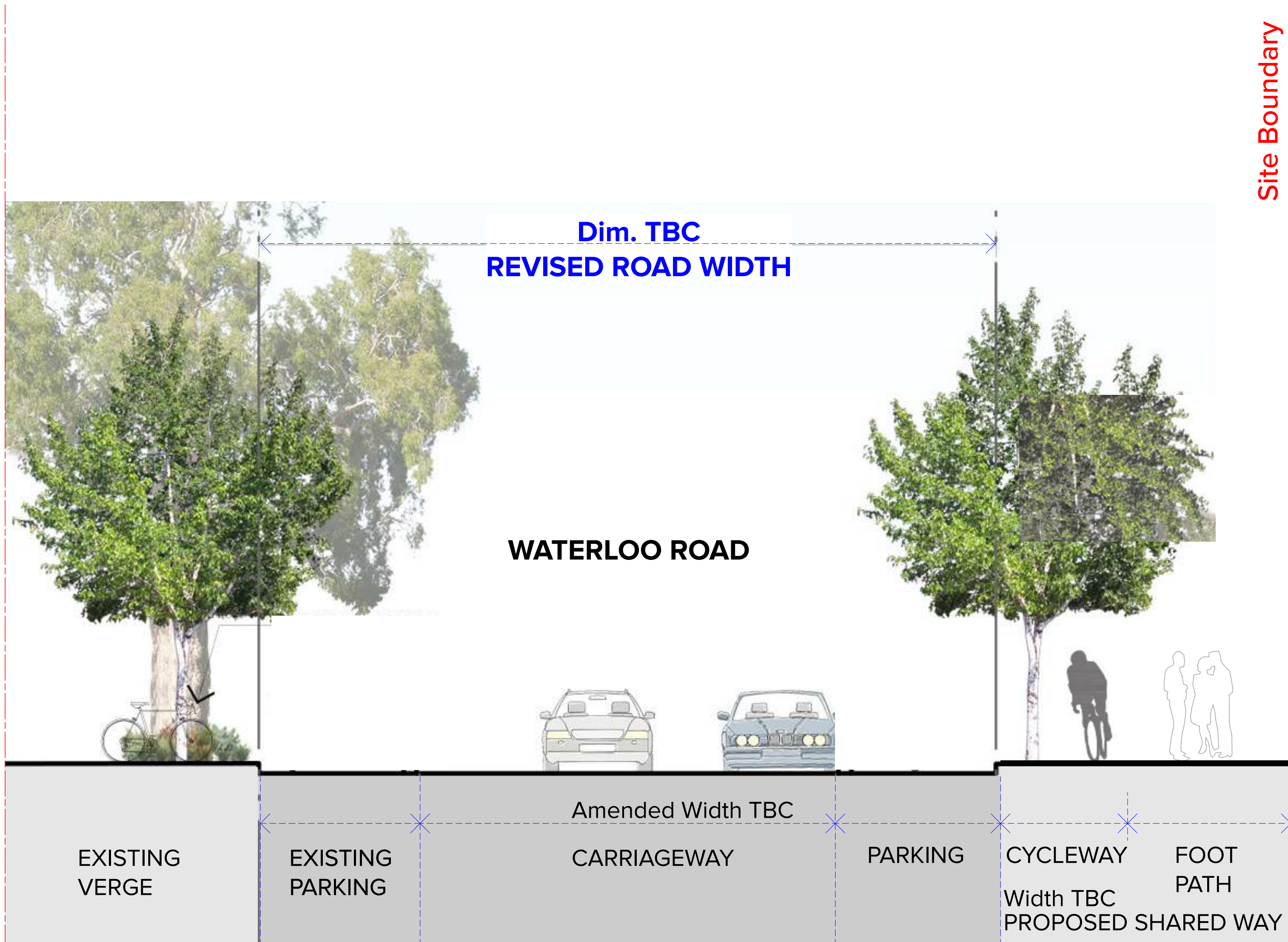
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10/12/2019  
Client Review Rev. 12/3/21

TURNER





**Option 1**



**Option 2: Shared Way**

**Note:**  
Council, Traffic, Civil and Landscape  
Consultant advice useful for *Cycleway &  
Road/Footpath Design strategy*

**Waterloo Road Section Diagram  
Options for Cycleway**



Project No. 18035  
21/10/21 12:28 50% A3  
Client Review Rev. 12/3/21

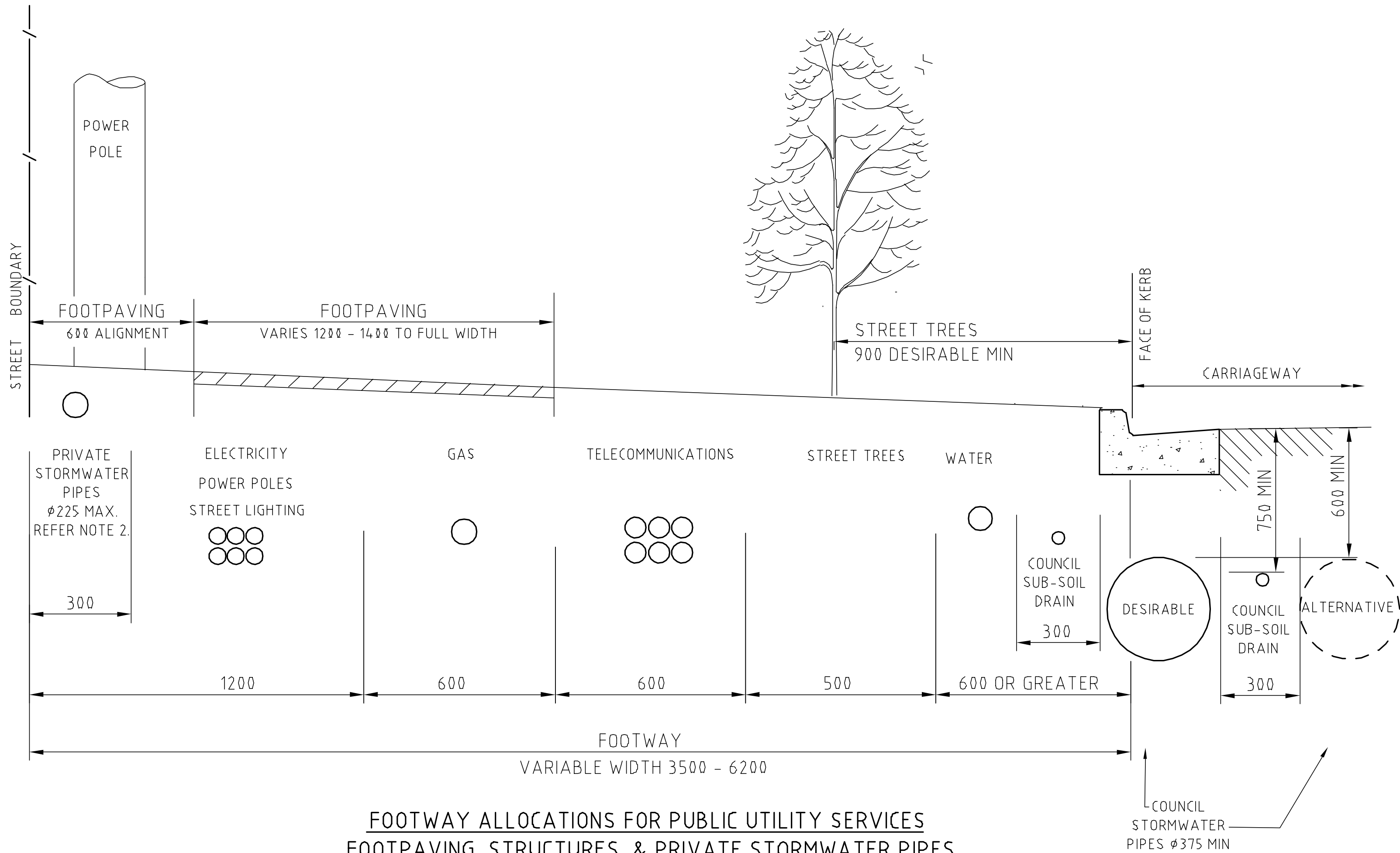
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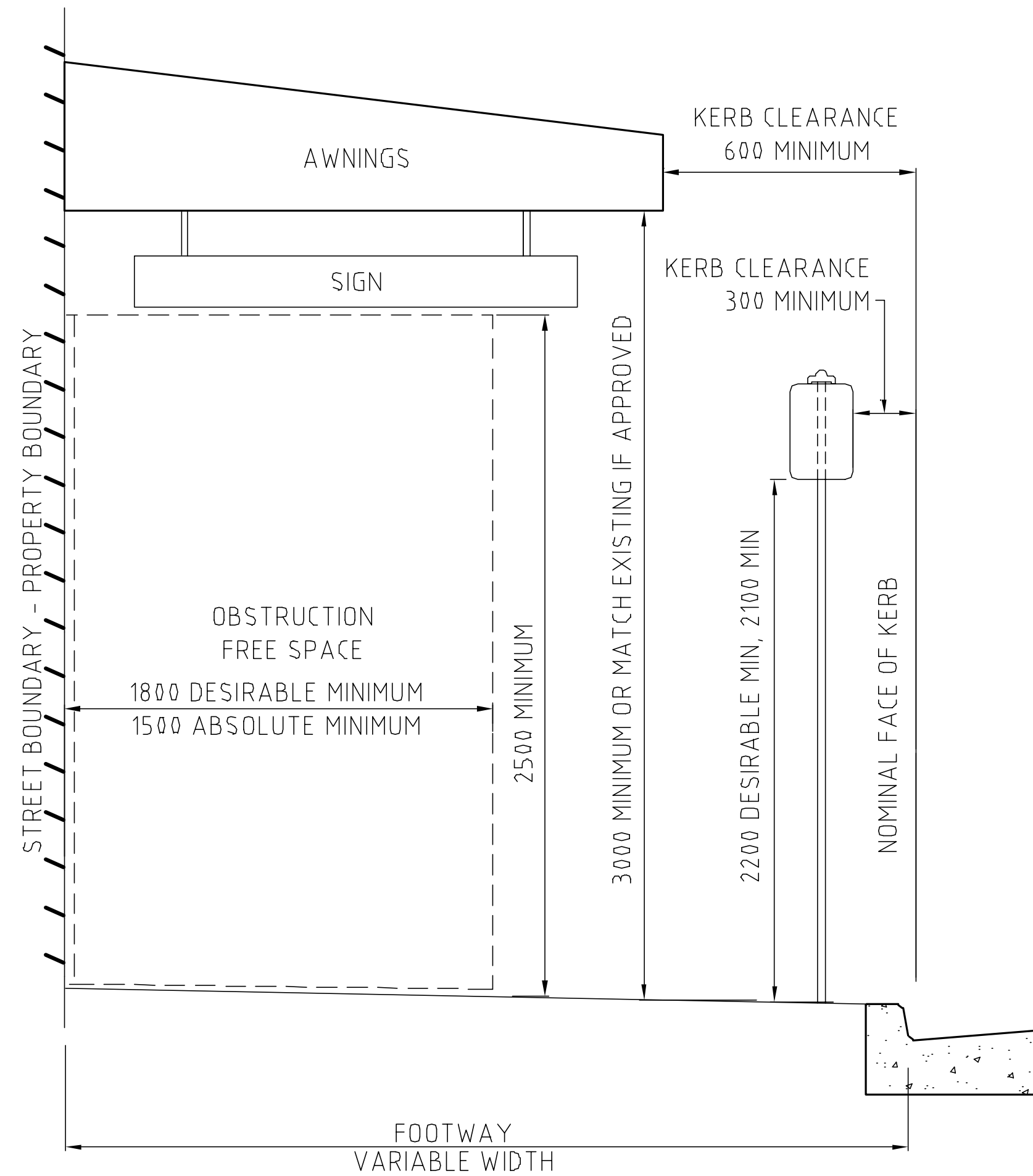


FOOTWAY ALLOCATIONS FOR PUBLIC UTILITY SERVICES  
FOOTPAVING, STRUCTURES, & PRIVATE STORMWATER PIPES  
ROADS DEDICATED AFTER 1991

NOTES:

1. FOOTWAY PUBLIC UTILITY ALLOCATIONS TO COMPLY WITH NSW 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 300MM OF THE STREET BOUNDARY.
4. MAXIMUM LENGTH OF PRIVATE STORMWATER PIPELINE 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 ADJOINING 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 1742.2.

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE



FOOTWAY CLEARANCE REQUIREMENTS

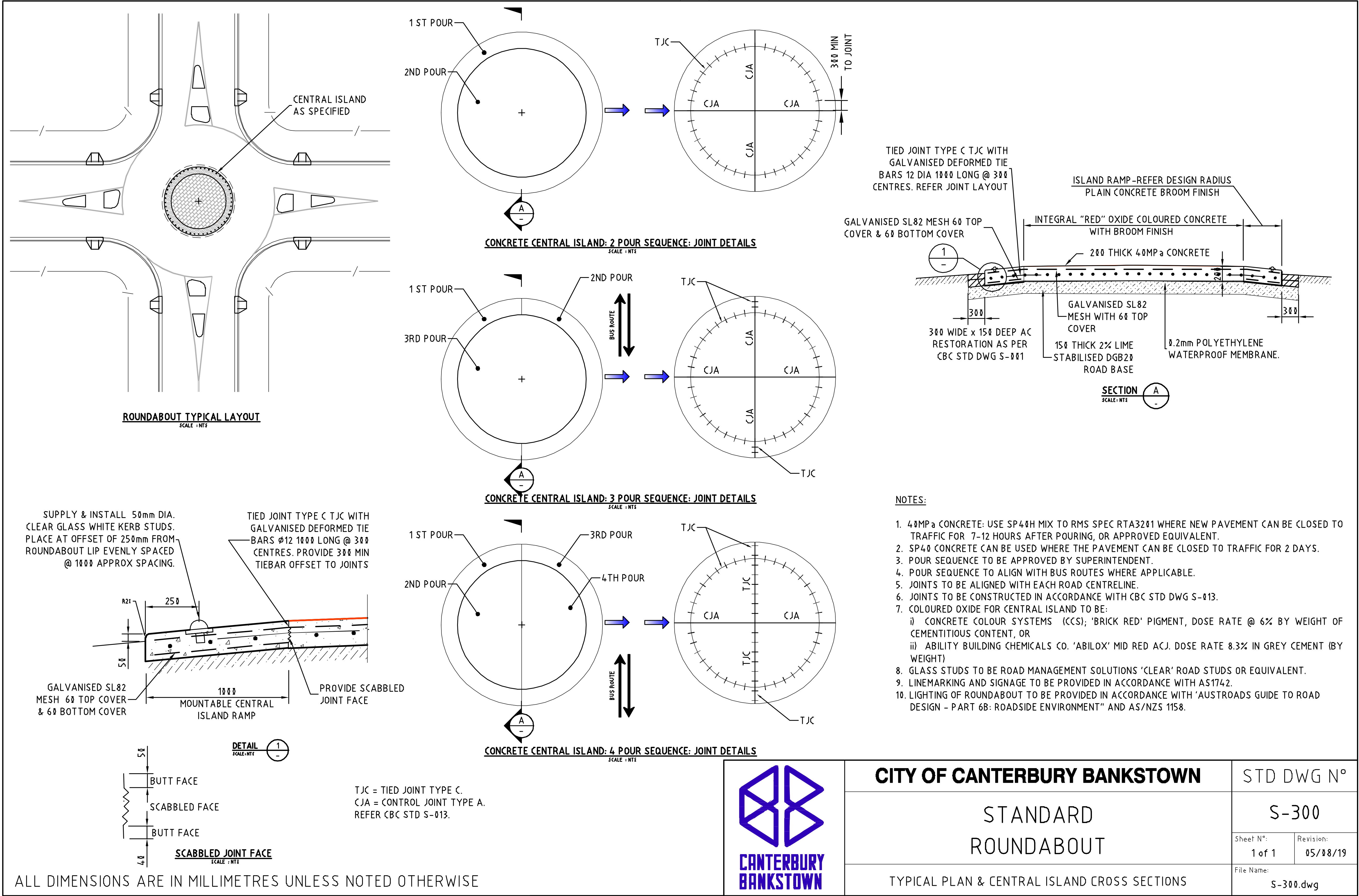
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	STANDARD		S-012
	FOOTWAY ALLOCATIONS AND CLEARANCES		Sheet N°: 1 of 1
	SECTION		Revision Date: 16/13/19



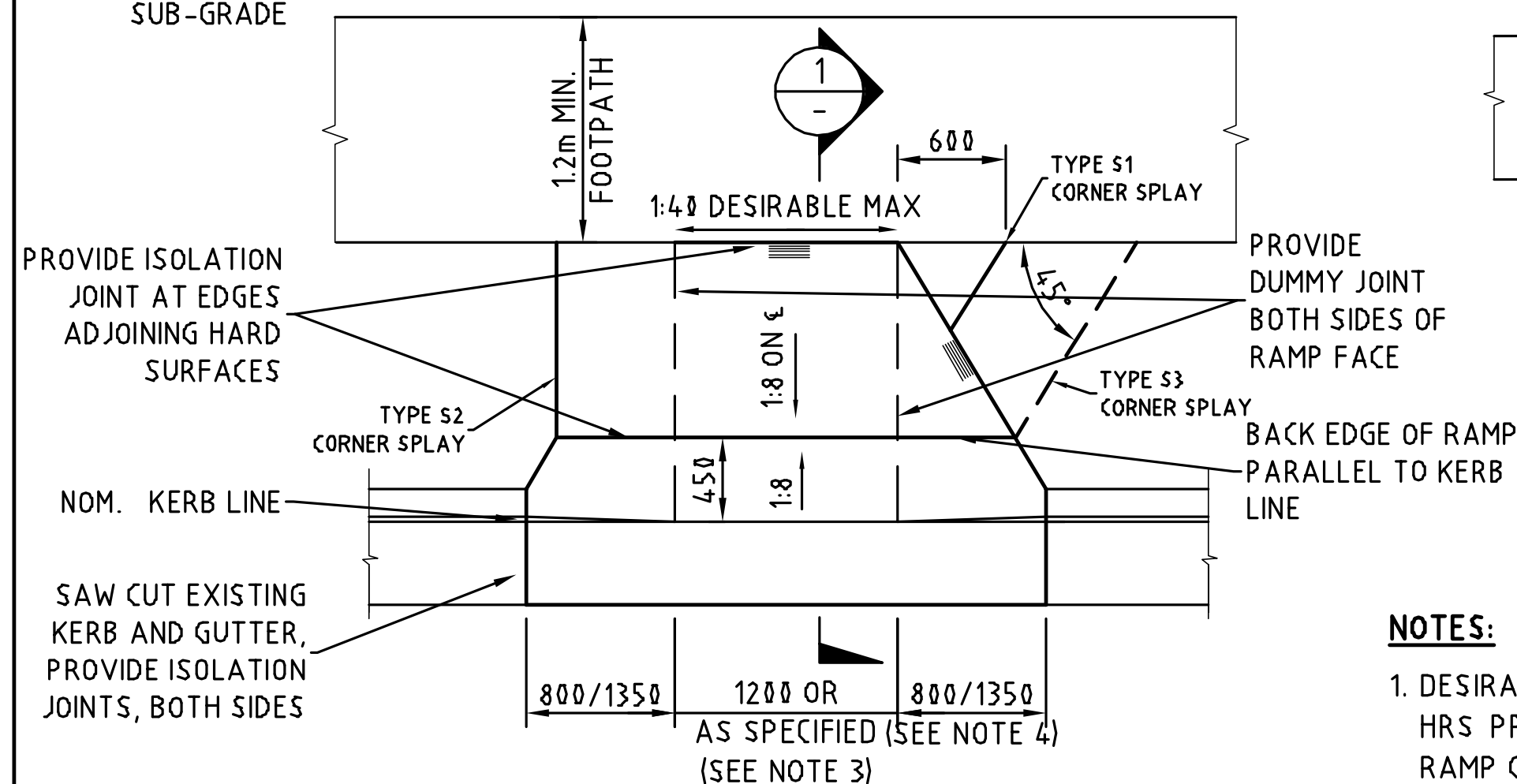
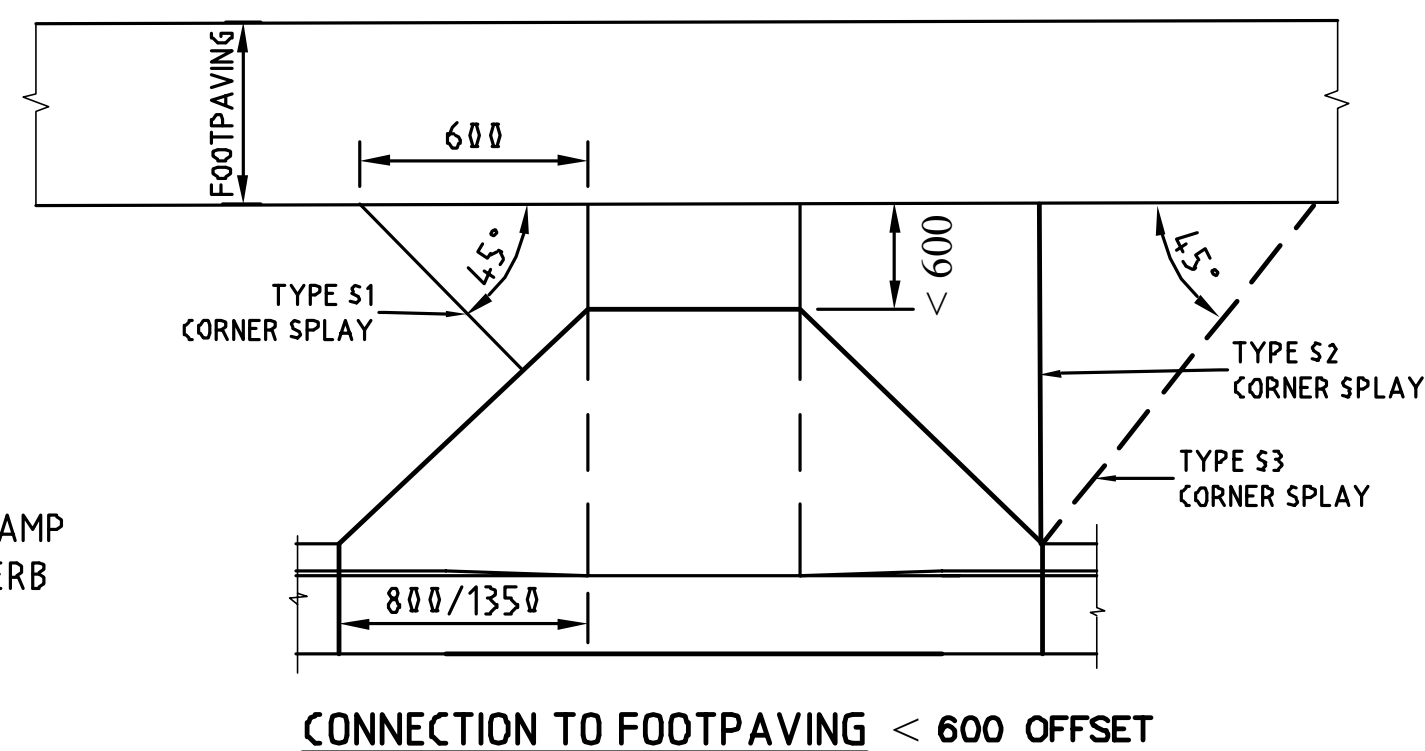
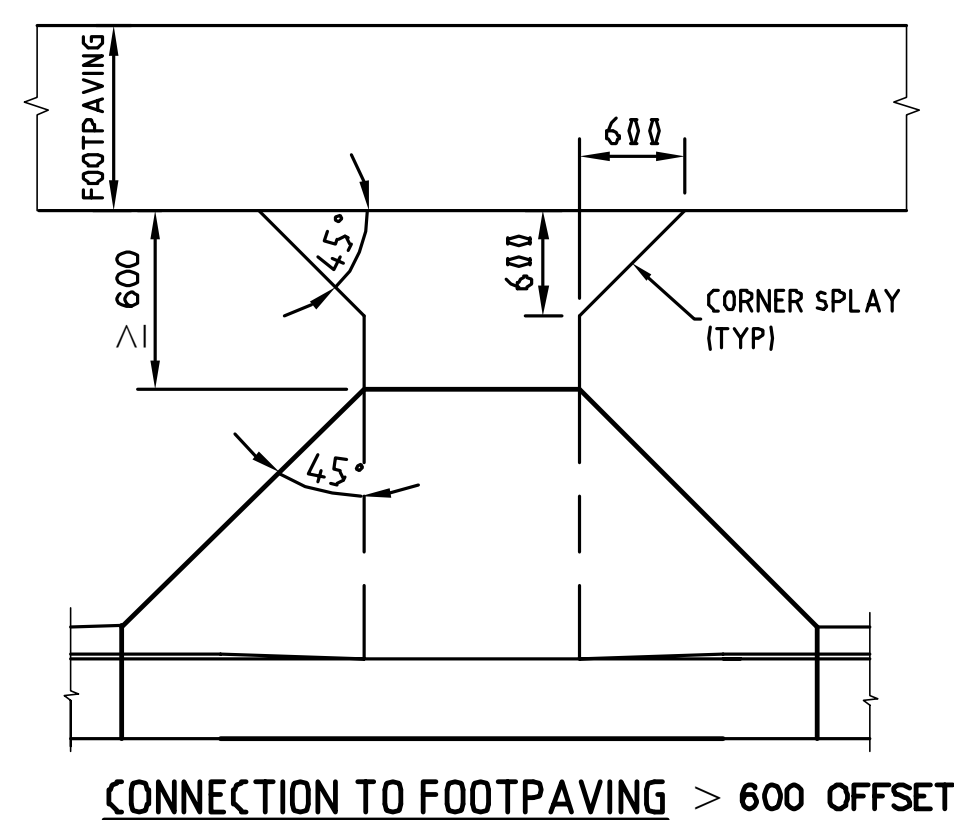
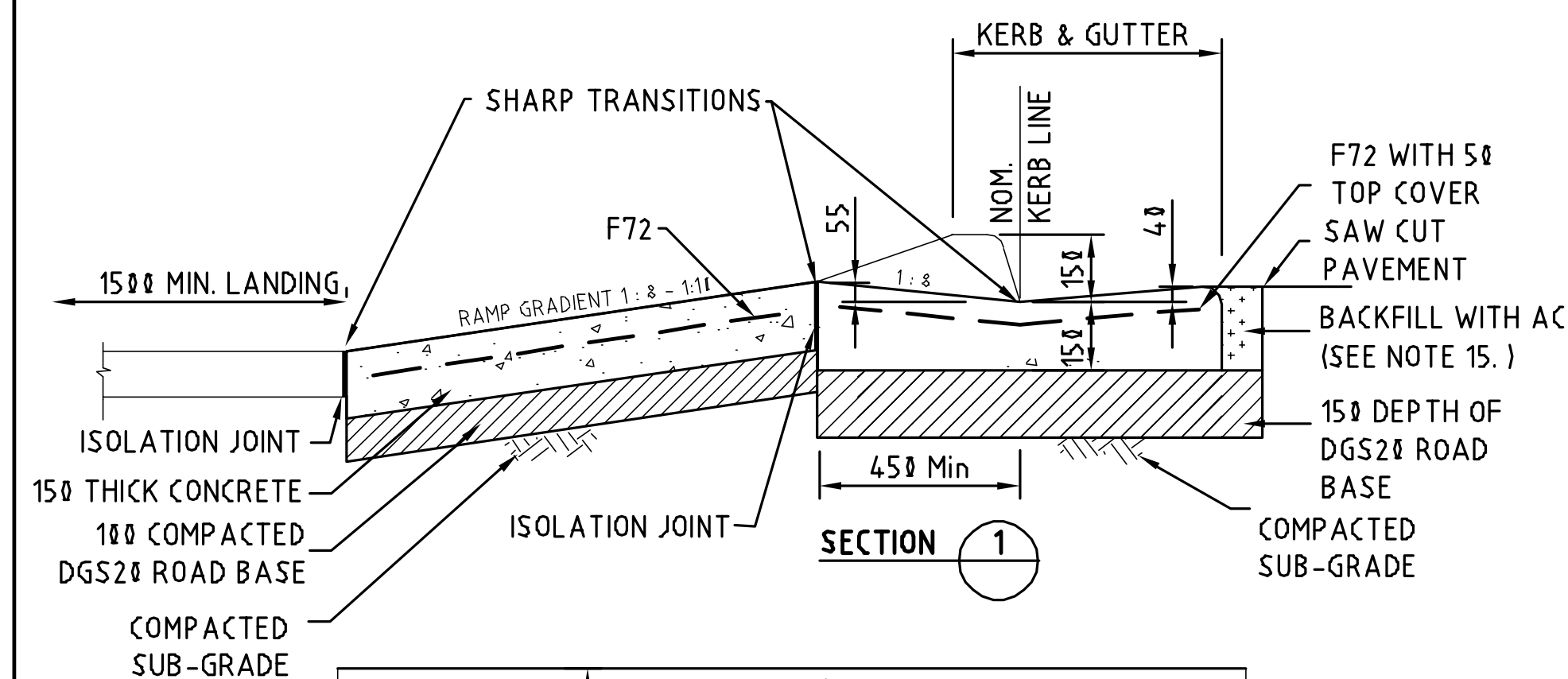




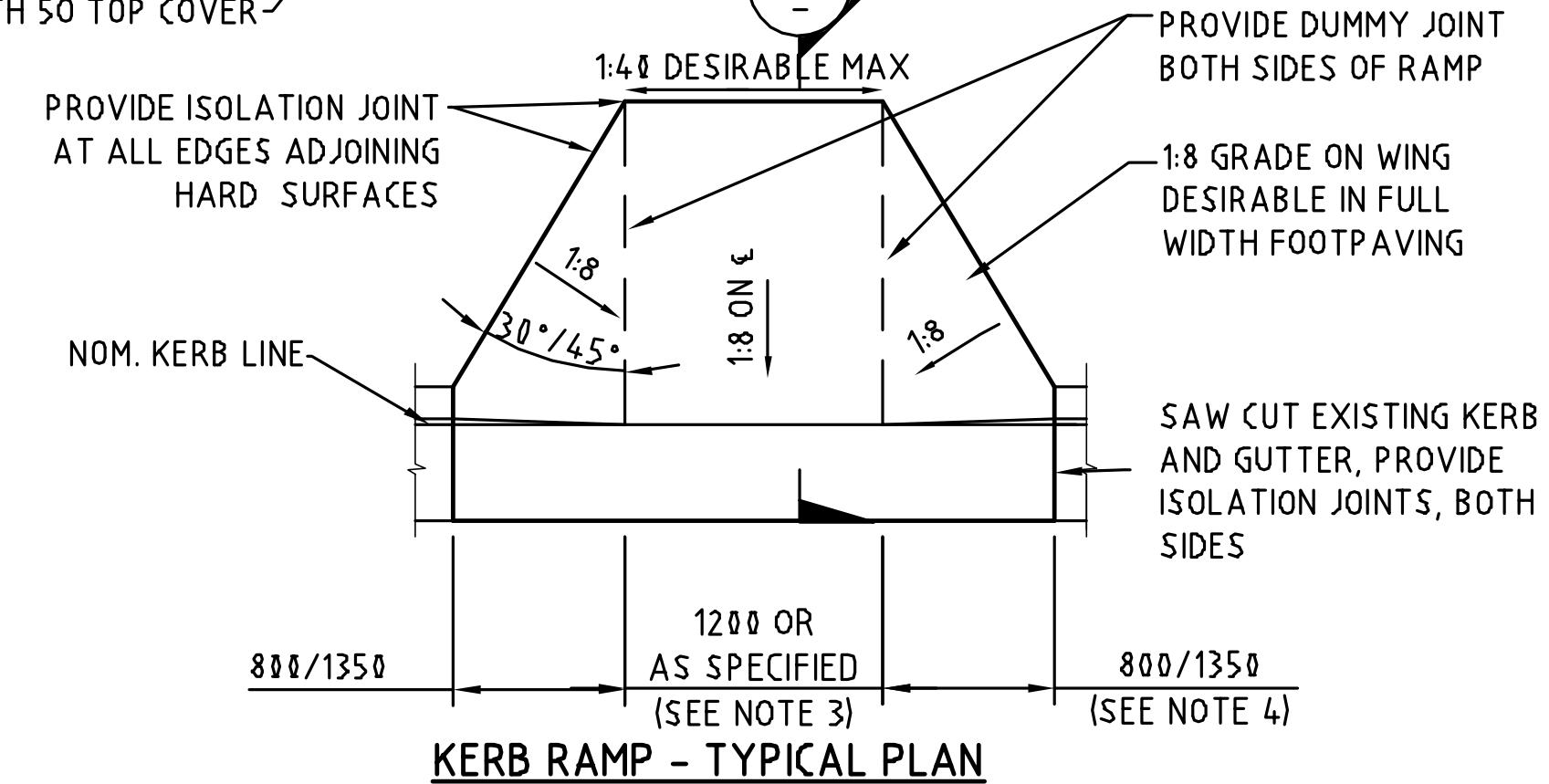
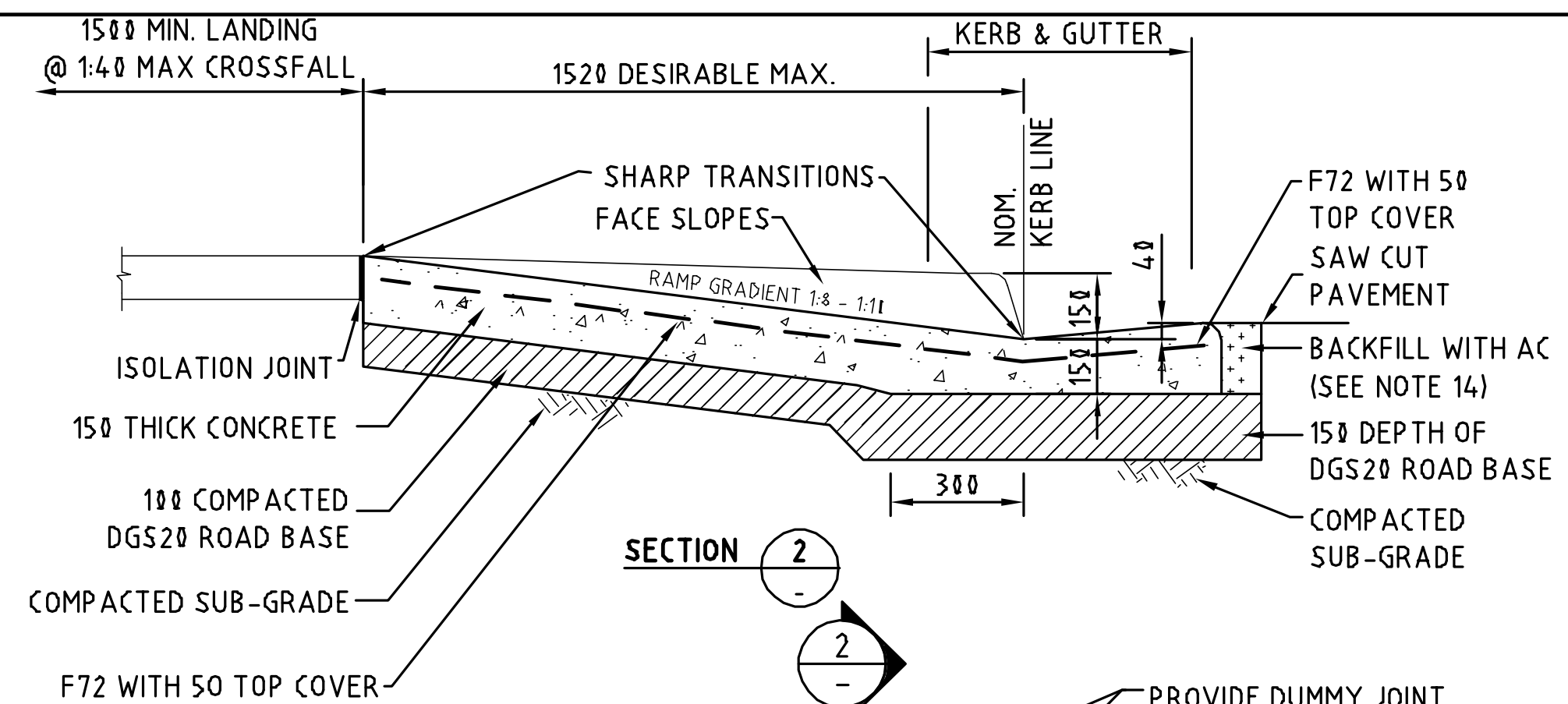
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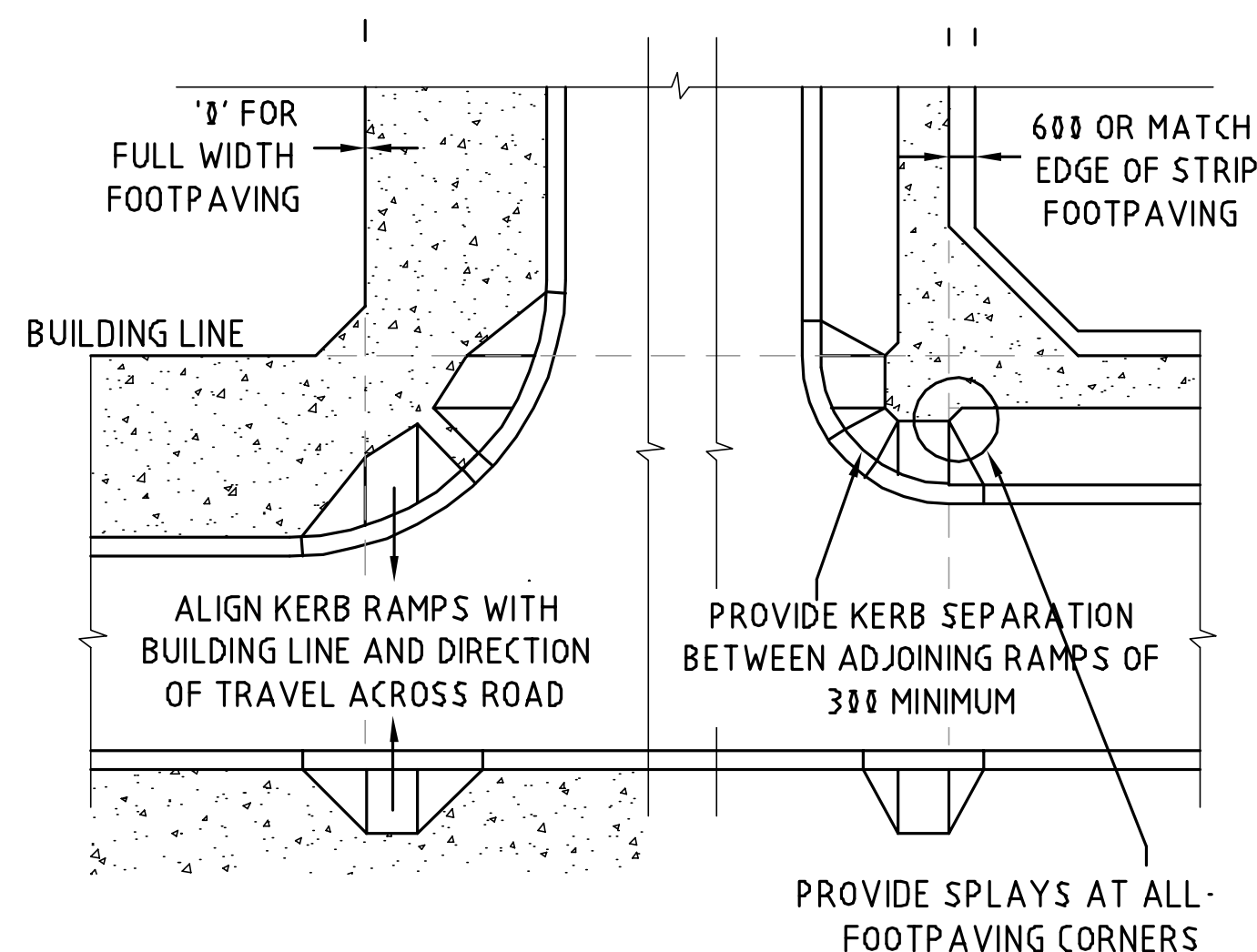
### LOW LEVEL KERB RAMP - TYPICAL PLAN



KERB RAMP - TYPICAL PLAN

NOTES:

1. DESIRABLE KERB RAMP GRADE IS 1 in 8 FULL WIDTH. SUPERINTENDANT IS TO BE NOTIFIED 48 HRS PRIOR TO CONCRETE POUR IF RAMP GRADE IS NOT 1 IN 8. TACTILES ARE REQUIRED IF RAMP GRADE IS NOT 1 IN 8.
  2. MAXIMUM KERB RAMP GRADE IS 1 in 8 FULL WIDTH
  3. KERB RAMP WIDTHS:
    - 1000 MINIMUM
    - 1200 DESIRABLE GENERALLY
    - 1350 DESIRABLE IN FULL WIDTH FOOTPAVING AND HIGH PEDESTRIAN TRAFFIC LOCALITIES
    - AS WIDE AS POSSIBLE AT MARKED FOOT CROSSINGS WITHIN PAINT LINES. AT TRAFFIC SIGNALS OUTSIDE EDGE OF KERB RAMP TO ALIGN WITH OUTSIDE CROSSING LINE. PROVIDE 300 MIN KERB RAMP SEPARATION WHERE POSSIBLE.
  4. PROVIDE 800 WINGS IN GRASS VERGES. PROVIDE 1350 WINGS IN FULL WIDTH CONCRETE FOOTPAVING. WING WIDTHS TO BE ADJUSTED TO ALLOW FOR ADJOINING STRUCTURES AS REQUIRED.
  5. KERB RAMP CENTRE LINES ARE TO BE ALIGNED WITH THE PEDESTRIAN DIRECTION OF TRAVEL AND THE KERB RAMP ON THE OPPOSITE SIDE OF THE ROAD.
  6. BACK EDGE OF RAMP TO BE PARALLEL WITH KERB LINE TANGENT IN FULL WIDTH FOOTPAVING. BACK EDGE OF RAMP TO BE SQUARE TO STRIP FOOTPAVING.
  7. PROVIDE SHARP TRANSITIONS AROUND KERB RAMP & AT CHANGES OF GRADE AT WINGS & GUTTER
  8. CONCRETE'S STRENGTH GRADE N25 WITH 20mm MAXIMUM SIZE AGGREGATE IN ACCORDANCE WITH AS3600.
  9. ROAD BASE IS TO BE CRUSHED ROCK OR CRUSHED CONCRETE GRADED TO DGS20 OR DGB20.
  10. KERB RAMP TO BE CAST INTEGRAL WITH GUTTER.
  11. ISOLATION JOINTS TO BE PROVIDED FULL DEPTH AT ALL EDGES ADJOINING HARD SURFACES USING 10mm BITUMINOUS FIBREBOARD
  12. CONCRETE SURFACES TO BE MEDIUM BROOM FINISH ACROSS THE DIRECTION OF PEDESTRIAN TRAVEL.
  13. ADJUST ADJOINING CONCRETE FOOTPAVING AND EXISTING FOOTWAY AS REQUIRED TO MATCH RAMP LEVELS IN A SEPARATE CONCRETE POUR.
  14. BOXING ALONG LIP GUTTER IS TO BE BACKFILLED WITH HOT MIX AC IN COMPACTED LAYERS AND FINISHED WITH A 40mm THICK LAYER OF AC10 OR AC14.
  15. TACTILE GROUND SURFACE INDICATORS (TGSi) MAY BE REQUIRED AS FOLLOWS:
    - IF RAMP GRADIENT FLATTER THAN 1:8.5,
    - WHERE THE FOOTWAY WIDTH >4500,
    - IN PEDESTRIAN REFUGES, ISLANDS AND MEDIANS,
    - WHERE THE ROAD CROSSING LOCATION IS NOT IN LINE WITH THE PEDESTRIAN DIRECTION OF TRAVEL.
    - REFER TO BCC STD DWG S-002 FOR TGSi INSTALLATION DETAILS.
  16. DUMMY JOINTS TO HAVE 20mm DEEP GROOVE AND ARE TO BE FINISHED WITH AN APPROVED TOOL.
  17. FOR FOOTPAVING CONNECTION <600mm PROVIDE TYPE S1 OR S2 SPLAYS TYPICALLY. PROVIDE TYPE S2 OR S3 SPLAYS IN HIGH PEDESTRIAN USAGE SITUATIONS. PROVIDE TYPE S3 SPLAYS FOR CYCLEPATHS AND SHARED PATHS.
  18. KERB RAMPS ARE TO COMPLY GENERALLY WITH AS1428.1, AS1428.4 & RTA DWG. R0300-11



### DESIRABLE KERB RAMP SETOUT AT INTERSECTIONS

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.

A SITE SPECIFIC DESIGN IS TO BE PREPARED AND APPROVED BY COUNCIL WHERE REQUIREMENTS SPECIFIED IN THIS STANDARD CANNOT BE MET, OR WHERE TGSi's MAY BE REQUIRED.



CITY OF CANTERBURY BANKSTOWN

STD DWG N°

## STANDARD KERB RAMPS

S-003

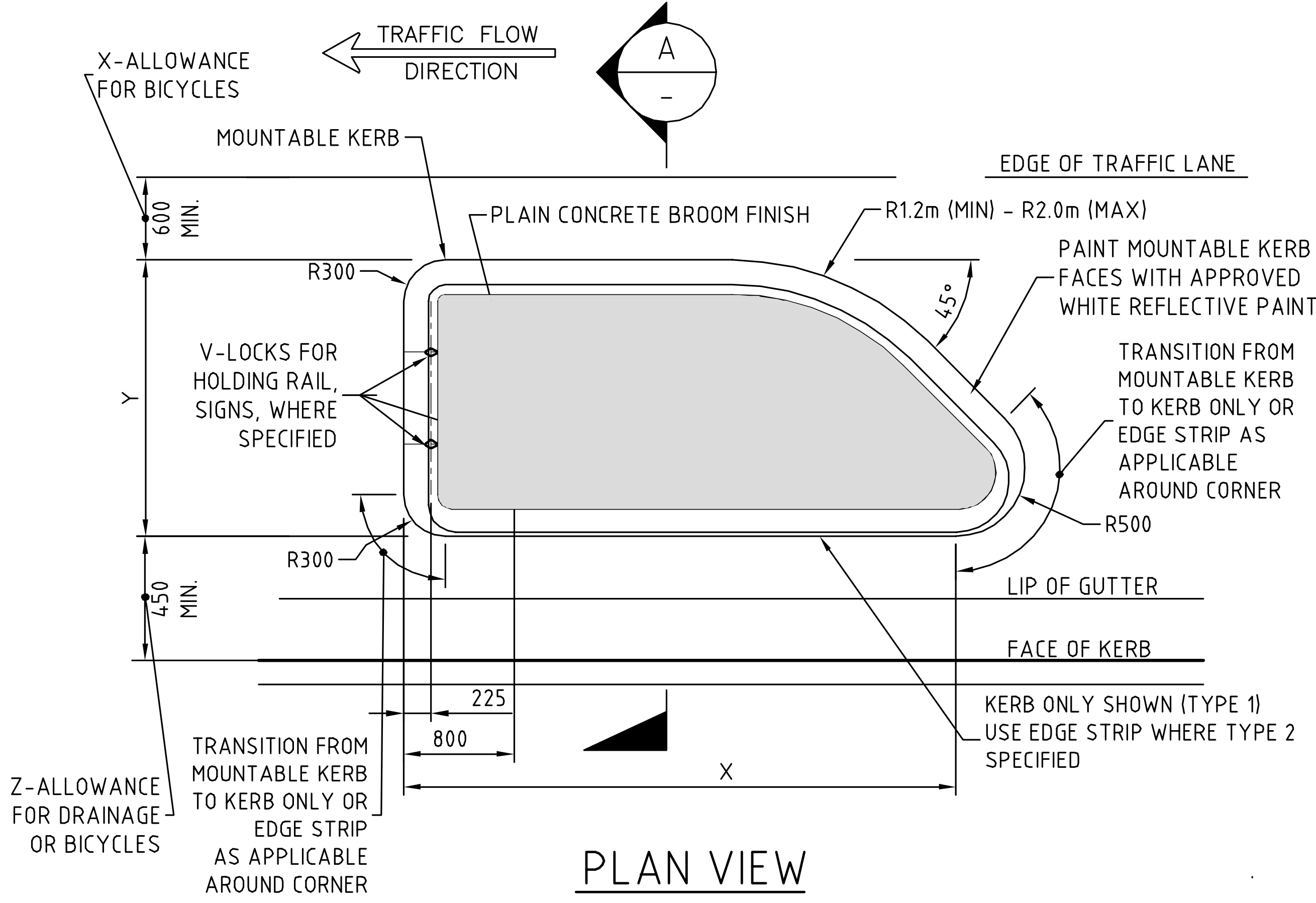
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PLANS, SECTIONS, AND GENERAL NOTES

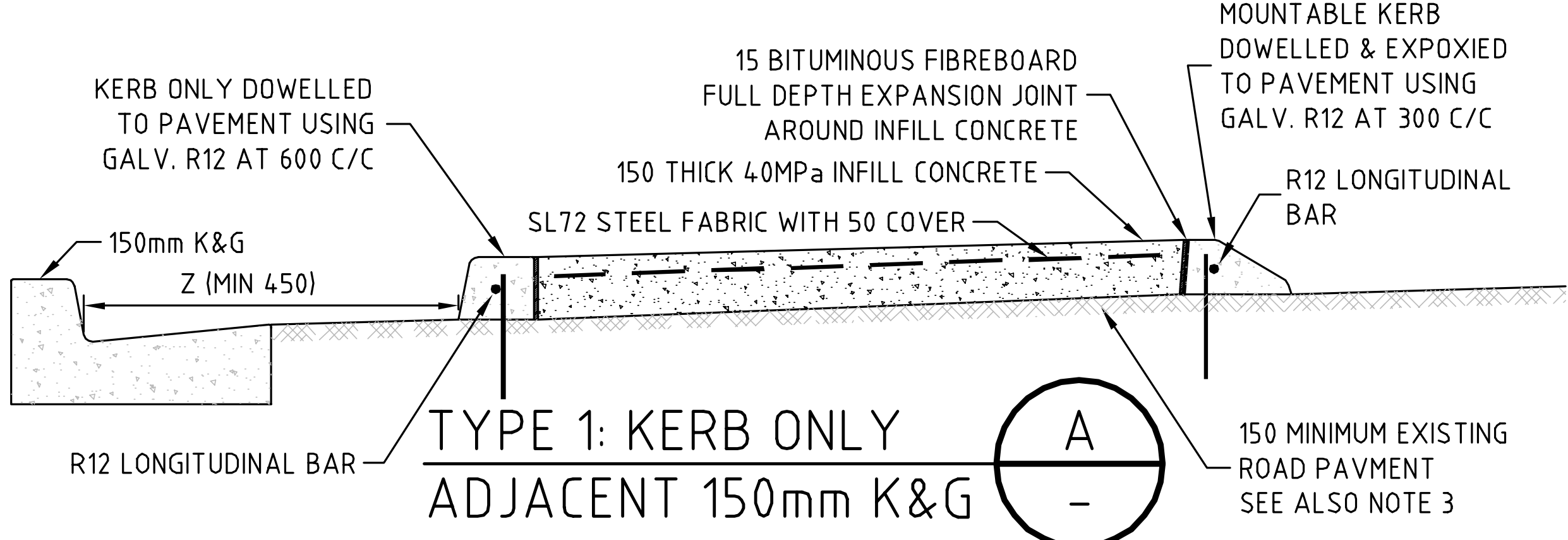
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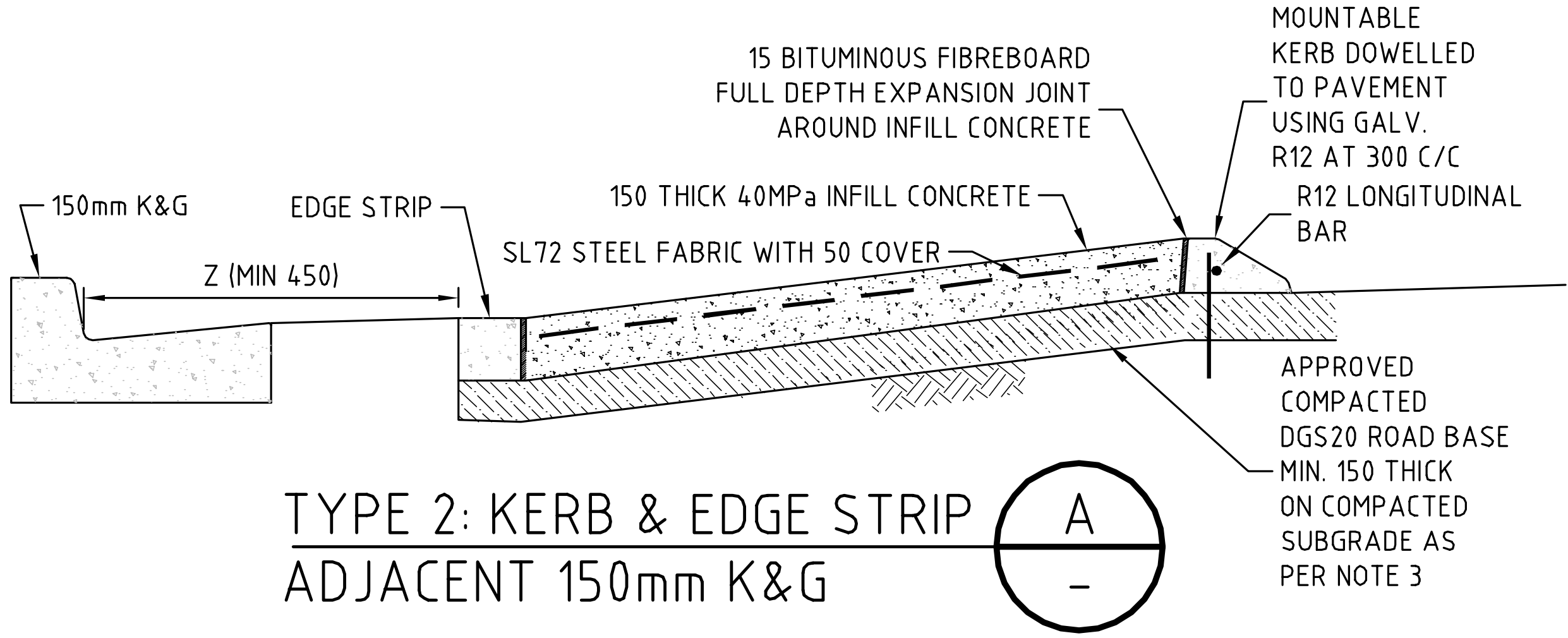
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PLAN VIEW



TYPE 1: KERB ONLY  
ADJACENT 150mm K&G



TYPE 2: KERB & EDGE STRIP  
ADJACENT 150mm K&G

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 DGS20 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

TABLE 1: DIMENSIONS

'X'	'Y'	'Z'
___ mm	___ mm	___ mm
NB: DIMENSIONS SHALL BE CONFIRMED BY THE SUPERINTENDENT		

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE



CITY OF CANTERBURY BANKSTOWN		STD DWG N°	
STANDARD KERBSIDE ISLAND		S-301	
		Sheet N°: 1 of 1	Revision: 05.07.17
PLAN VIEW & SECTIONS		File Name: S-301.DWG	





For consideration:  
Non-signalised Pedestrian Crossing  
further north.

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



2 Existing Unsignalised Pedestrian Crossing on Norfolk Rd

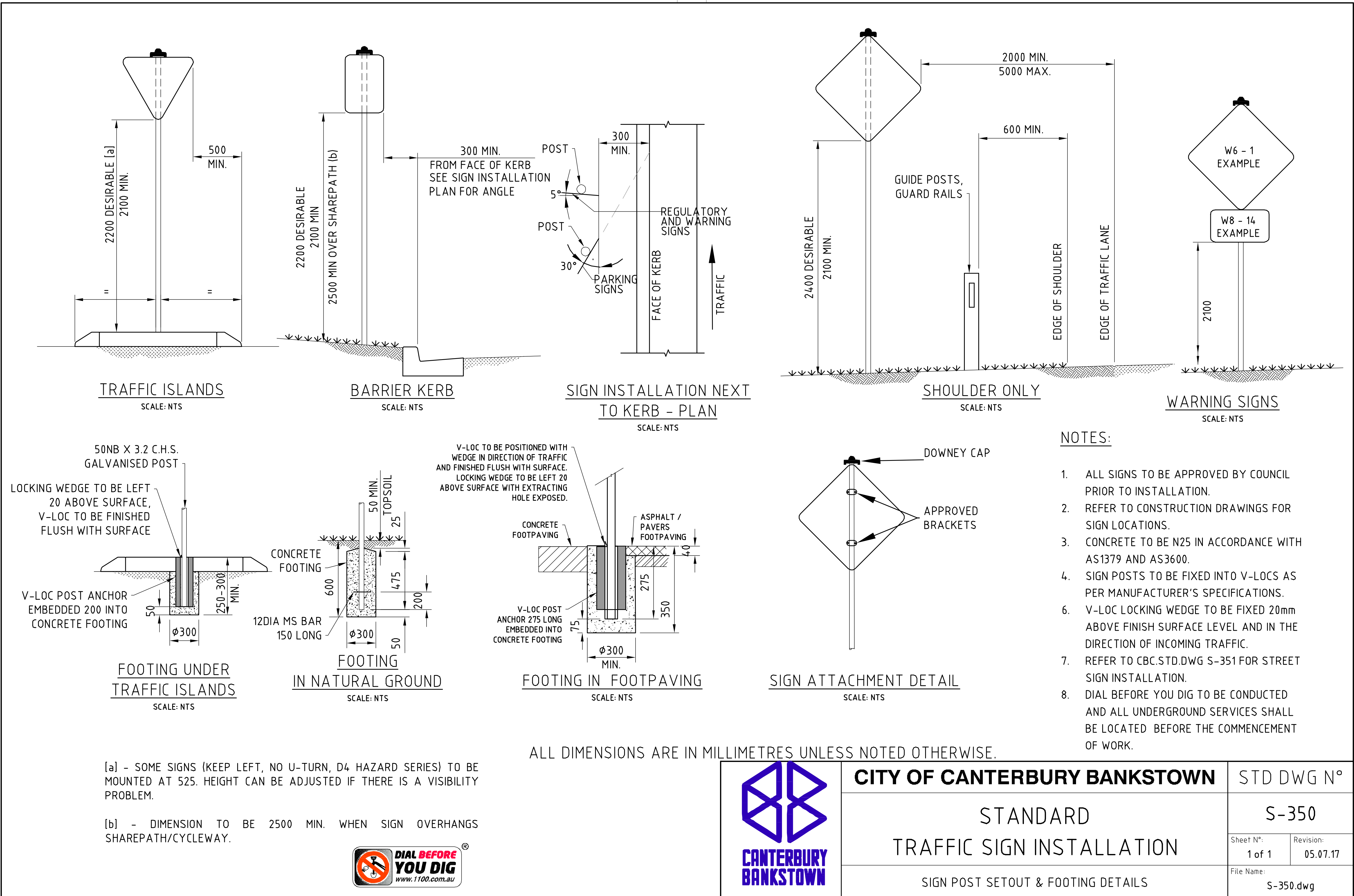


1 Observations: Kerb Ramp & Crossing design obstacle associated with existing Driveway, Telstra pit services & traffic light  
(Traffic + Civil Consultant input required)

- Existing Traffic Lights
- Existing Signalled Crossing
- Existing Pedestrian Crossing not signalled.

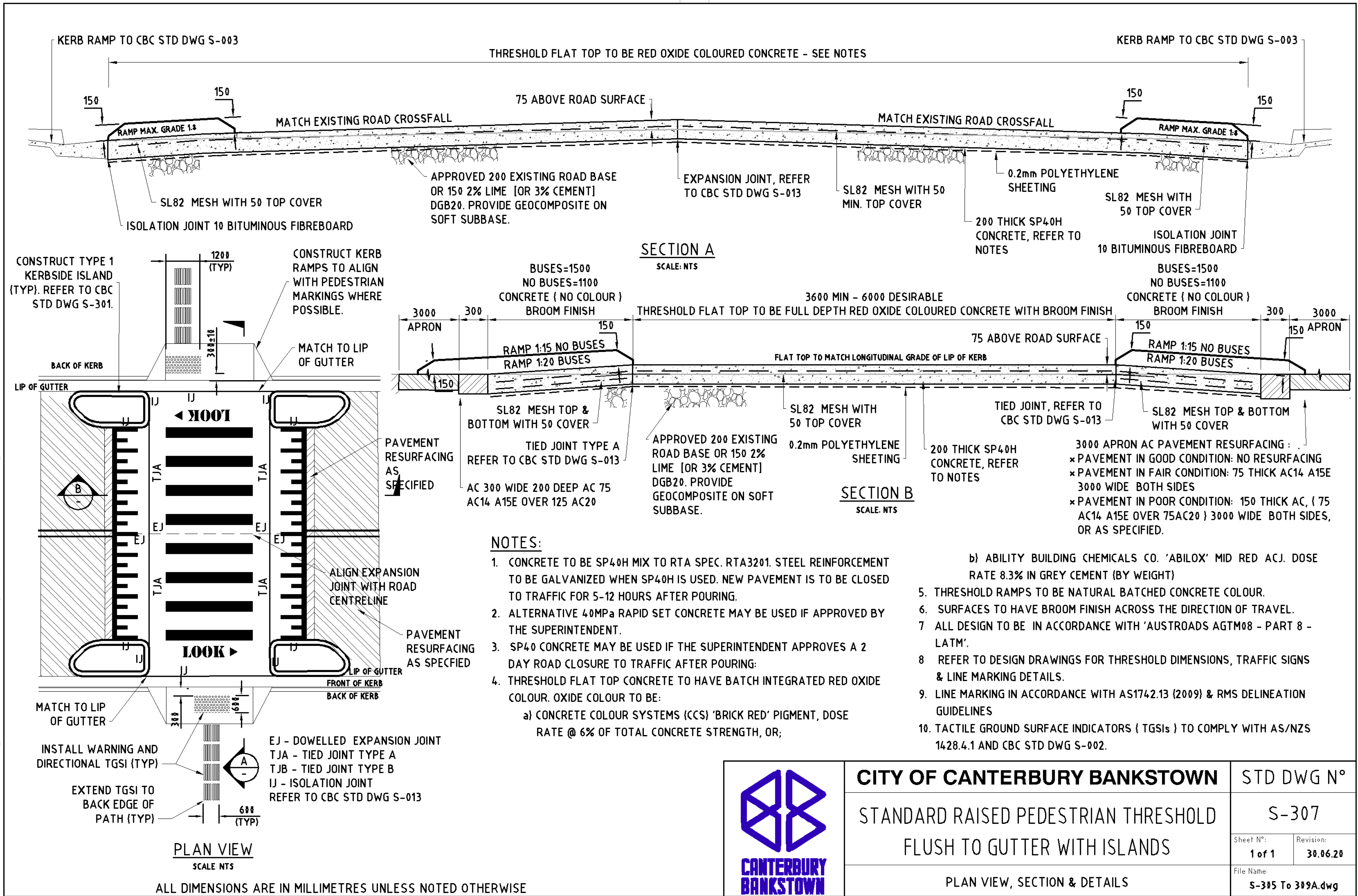


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For consideration:  
Non-signalised Pedestrian Crossing  
further north.

Canterbury Bankstown Council Standard  
Pedestrian Threshold Crossing

SK-800-052

Chullora Marketplace. Indicative Scope of Infrastructure Works

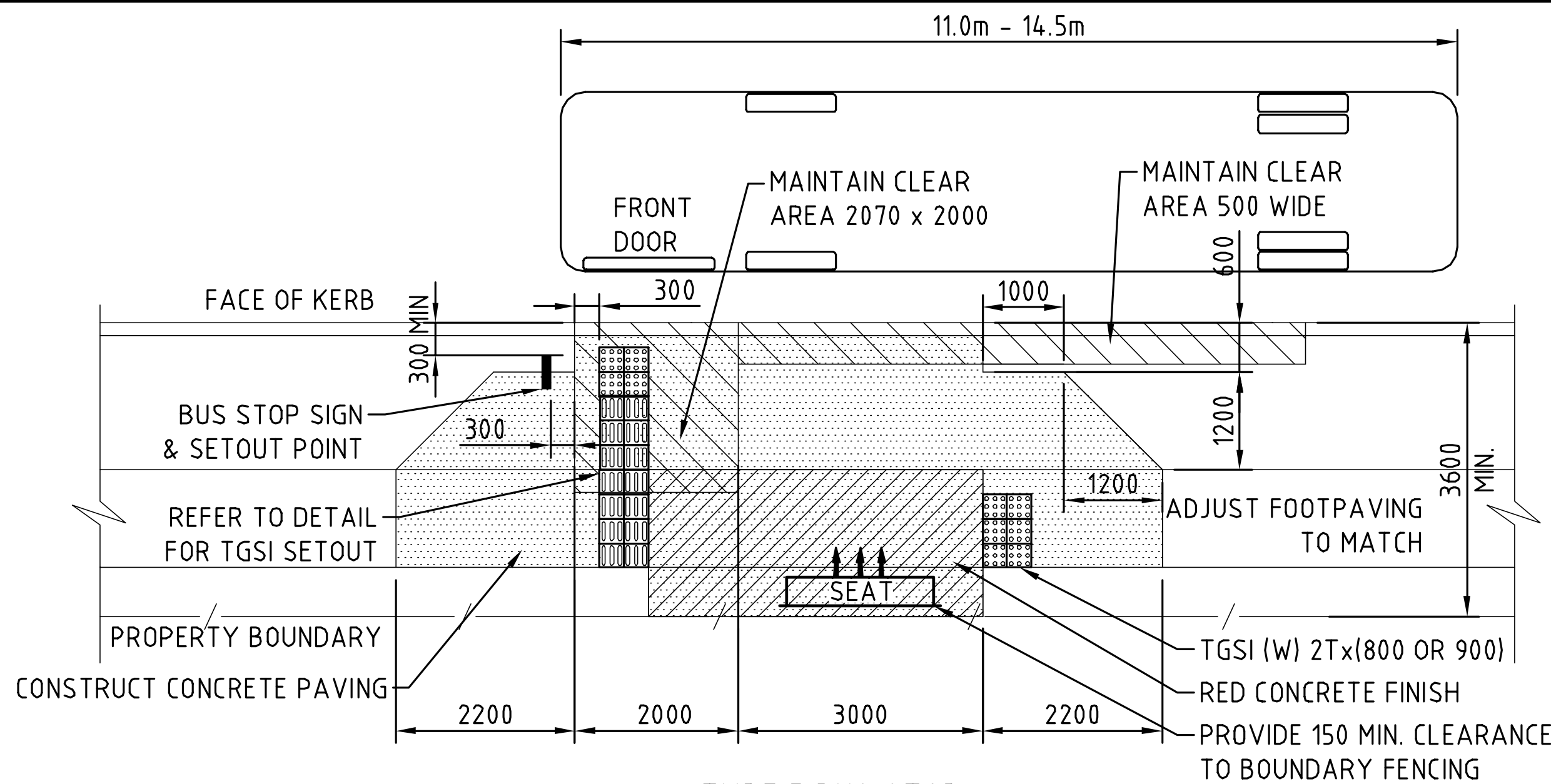
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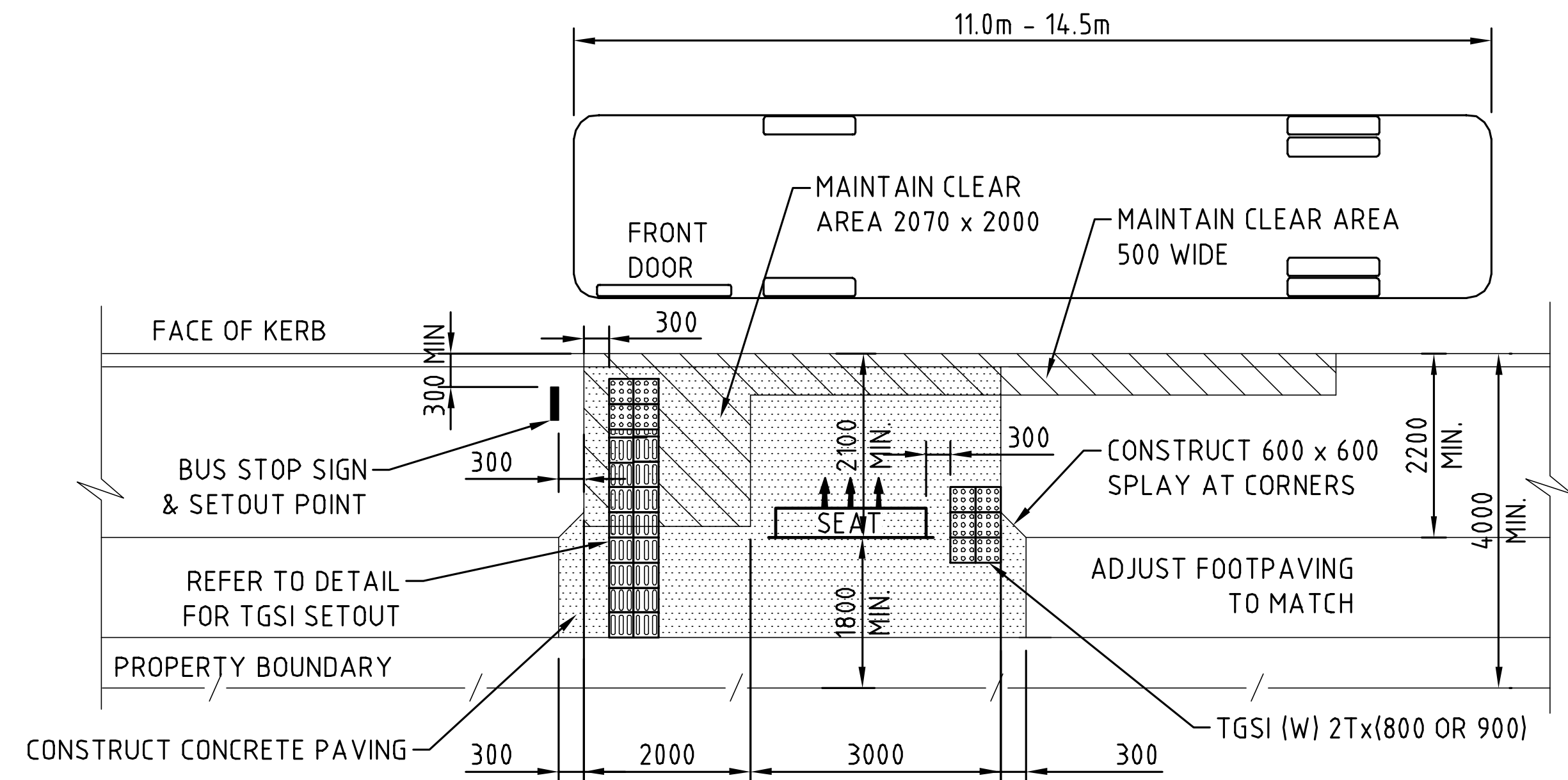




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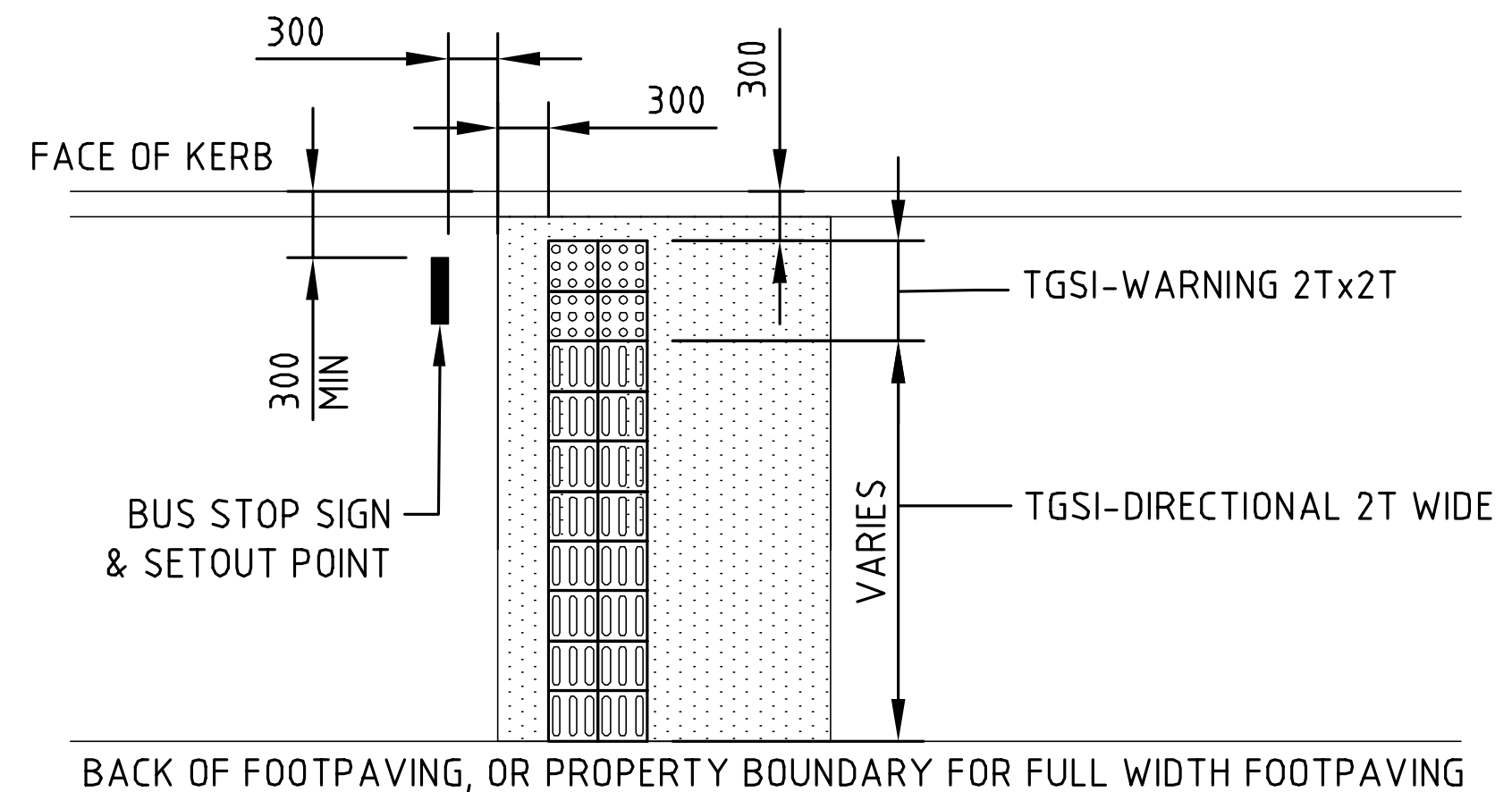
**TYPE 5 BUS STOP**  
WITH SEAT AT PROPERTY BOUNDARY



**TYPE 6 BUS STOP**  
WITH SEAT LOCATED CENTRALLY IN FOOTWAY

T = 300 OR 400 TO MATCH TGSi TILE SIZE

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE



**TGSi DETAIL**

**NOTES:**

- BUS STOP TO COMPLY WITH "DISABILITY STANDARDS FOR ACCESSIBLE PUBLIC TRANSPORT 2002" AMENDED 2005 UNDER DDA 1992, AUSTRALIAN HUMAN RIGHTS COMMISSION GUIDELINE FOR BUS STOP DEC 2010, AS/NZS 1428.4.1:2009.
- TACTILE GROUND SURFACE INDICATORS (TGSi's) TO COMPLY WITH AS1428.4.1  
○ ○ ○ ○ - WARNING TGSi (W)    □ □ □ □ - DIRECTIONAL TGSi (D)
- WHERE SURROUNDING PAVEMENT IS "NATURAL" CONCRETE TGSi'S ARE TO BE "BLACK" COLOUR VPC (VITRIFIED POLYMER COMPOSITE) WITH LUMINOUS REFLECTANCE VALUE LRV (LF) <5 INSTALLED TO MANUFACTURERS SPECIFICATION. USE 300x300 ESP ACCESS TGSi TILES OR APPROVED EQUIVALENT. CERAMIC OR FLEXIBLE "STICK ON" TILES ARE NOT TO BE USED. PROPOSED TGSi TILES SAMPLE TO BE SUBMITTED WITH ITS SPECIFICATION FOR APPROVAL BY COUNCIL.
- WHERE SURROUNDING PAVEMENT IS NOT NATURAL CONCRETE, COUNCIL WILL SPECIFY THE COLOUR OF TGSi'S.
- DESIGNATED CLEAR AREAS FOR BOARDING AND ALIGHTING ARE TO BE FREE OF FIXED OBSTACLES.
- 500mm WIDE DESIRABLE CLEAR AREA IS TO BE MAINTAINED ADJOINING THE KERB FACE TO ALLOW FOR OVERHANG OF THE BUS AND ITS MIRRORS. 300mm MIN CLEARANCE FROM KERB TO BUS STOP SIGNS AND POWER POLES WITH BUS STOP SIGNS IS REQUIRED.
- CONSTRUCT CONCRETE PAVING 125mm THICK WITH SL72 STEEL FABRIC ON 100mm DGS20 ROAD BASE.
- PROVIDE 1.0% - 2.5% CROSSFALL TO PAVEMENT (1.35m DEEP x 2m WIDE) AT FRONT DOOR ALIGHTING AREA TO ALLOW FOR WHEELCHAIR STANDING. 1% CROSSFALL IS DESIRABLE.
- PAVEMENT GRADES SHOULD NOT EXCEED 1 in 14, OR 1 in 8 FOR RAMPS WHERE THE LENGTH IS LESS THAN 1520mm.
- CONSTRUCT 1.2m MIN. WIDE FOOTPAVING TO CONNECT TO EXISTING FOOTPAVING OR KERB RAMP AS REQUIRED.
- SEAT TO FACE KERB AS SHOWN. SEAT TO HAVE BACKREST & ARMRESTS, HEIGHT 500mm, DEPTH 500mmMAX. LENGTH 1500 MIN. ARMRESTS HEIGHT 650mm EXTENDING TO FRONT OF SEAT. SEAT TO HAVE LUMINOUS CONTRAST TO BACKGROUND.
- LIGHTING OF THE BUS STOP IF PROVIDED IS TO MEET THE REQUIREMENTS OF THE "PUBLIC LIGHTING CODE AS/NZS 1158."



**CITY OF CANTERBURY BANKSTOWN**

STD DWG N°

STANDARD BUS STOP  
TYPES 5 & 6: FRONT DOOR ACCESS

S-019

Sheet N°: 1  
Revision: 1/05/2017

INSTALLATION DETAILS

File Name: S-019.dwg

Additional information required for  
Bus Shelter Design

**SK-800-061**

**Chullora Marketplace. Indicative Scope of Infrastructure Works**

Canterbury Bankstown Council Standard  
**Bus Stop Type 6**

Project No. 18035  
13-41 S019A2  
Client Review Rev. 12/3/21

**TURNER**





Improved street lighting to the mid-block connection that links the site to Watergum Way.

① 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.





① Observation: Upgrade works Stage 1 was underway at the time of site visit 03.09.20.

SK-800-080

Chullora Marketplace. Indicative Scope of Infrastructure Works

Item 8: Improved Playground Equipment





## Appendix 1 – Explanatory Note

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(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**

Not relevant.

### **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 out 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.