

# ATTACHMENT 1



[www.landcom.com.au](http://www.landcom.com.au)

14 November 2012

The General Manager  
Campbelltown City Council  
PO Box 57  
Campbelltown NSW 2560

Attention: Jeff Lawrence / Scott Lee

Dear Paul,

**UWS Campbelltown Project  
Voluntary Planning Agreement  
University of Western Sydney, Landcom and Campbelltown City Council**

The purpose of this letter is to make a formal offer under Section 93F of the Environmental Planning and Assessment Act to enter into a Voluntary Planning Agreement with Campbelltown Council for the delivery of public amenity and services associated with the UWS Project at Campbelltown. Landcom and UWS have entered a Project Delivery Agreement for the delivery of the Project. Landcom, as nominated Development Manager is authorised to make this letter of offer in respect to the project.

As Council is aware, the negotiation of the Voluntary Planning Agreement with Council commenced in 2008 and reached a fairly advanced stage including review of Agreements, before the project was stalled while UWS pursued approval from its Board of Trustees to confirm the project's terms including financial benchmarks and execution of the Project Delivery Agreement, which occurred on 10 June 2010.

Following additional studies to confirm the project could achieve the financial benchmarks, Landcom formally approached Council to confirm the items previously included in the Voluntary Planning Agreement would not change in order to get certainty for the package of Estate Major Works required and to focus work on confirming the costs for each item. A copy of this letter dated 18 October 2011 is attached for your information. Council has not formally responded to this letter.

On 8 November 2012, Landcom forwarded to Council a draft document entitled "Infrastructure Delivery Plan" which identifies the items to be delivered under the Voluntary Planning Agreement including scope, budget and timing for works. This document has been further refined to include Landcom and UWS' commitment to deliver a greater scope of works at the intersections of Narellan Road and Gilchrist Drive | Goldsmith Avenue, than what was previously negotiated. There is only a minor deletion of one item which relates to the contribution toward upgrading of local intersections as it has been paid as part of the Macarthur Gardens Regional Centre Masterplan consent.



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Parramatta NSW 2150  
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DX 28448 Parramatta  
ABN 79 268 200 688  
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Facsimile 61 2 9841 8688  
[enquiry@landcom.nsw.gov.au](mailto:enquiry@landcom.nsw.gov.au)

The Infrastructure Delivery Plan forwarded to Council forms a key part of the Voluntary Planning Agreement being finalised, and will only change to ensure commitments for staging can be met. This final drafting is being undertaken by Lindsay Taylor Lawyers and will be forwarded to Council direct. The estimated total cost is \$49,300,000 or \$58,500 per lot (including land).

Please note that a majority of the items proposed to be delivered with Stage 1 of the project have been incorporated in the current Development Application being considered by the Joint Regional Planning Panel. A separate Development Application for Main Ridge Park was lodged with Council on 17 November 2012.

We look forward to receiving Council's response to this letter of offer.

Should you have any queries or would like to meet to discuss this, please feel free to contact me direct on 9841 8616 or Peter Lawrence on 0402 181 571.

Yours sincerely,



Mick Owens  
**GENERAL MANAGER**

Attachment: Final Draft Version B Infrastructure Delivery Plan



# ATTACHMENT 2



## **University of Western Sydney Campbelltown Campus Project Planning Agreement**

Under s93F of the *Environmental Planning and Assessment Act 1979*

**University of Western Sydney  
Landcom (t/a UrbanGrowth NSW)  
Campbelltown City Council**

Date:

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## University of Western Sydney Campbelltown Campus Project Planning Agreement

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**University of Western Sydney Campbelltown Campus Project Planning Agreement**



**University of Western Sydney**

**Landcom (t/a UrbanGrowth NSW)**

**Campbelltown City Council**

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## University of Western Sydney Campbelltown Campus Project Planning Agreement

### Summary Sheet

#### UWS:

**Name:** University of Western Sydney  
**Address:** Werrington North Campus, Building AD.G.37, St Marys NSW  
**Telephone:** (02) 9678 7630  
**Facsimile:** (02) 9678 7660  
**Email:** p.eeles@uws.edu.au  
**Representative:** Peter Eeles

#### Landcom:

**Name:** Landcom (t/a UrbanGrowth NSW)  
**Address:** Level 14, 60 Station Street, Parramatta NSW 2150  
**Telephone:** (02) 9841 8600  
**Facsimile:** (02) 9841 8688  
**Email:** m.owens@urbangrowth.nsw.gov.au  
**Representative:** Michael Owens

#### Council:

**Name:** Campbelltown City Council  
**Address:** Civic Centre, cnr Queen and Broughton Sts, Campbelltown NSW 2560  
**Telephone:** (02) 4645 4000  
**Facsimile:** (02) 4645 4111  
**Email:** michael.sewell@campbelltown.nsw.gov.au  
**Representative:** Michael Sewell

#### Land:

See definition of *Land* in clause 1.1.



**Development:**

See definition of *Development* in clause 1.1.

**Development Contributions:**

See clause 11 and Schedule 3.

**Application of s94, s94A and s94EF of the Act:**

See clause 10.

**Registration:**

See clause 32.

**Restriction on dealings:**

See clause 33.

**Dispute Resolution:**

Expert determination and mediation. See clauses 30 and 31.

**University of Western Sydney Campbelltown Campus Project Planning Agreement**



**University of Western Sydney**

**Landcom (t/a UrbanGrowth NSW)**

**Campbelltown City Council**

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**University of Western Sydney Campbelltown  
Campus Project Planning Agreement**

Under s 93F of the *Environmental Planning and Assessment Act 1979*

**Parties**

**University of Western Sydney** ABN 53 014 069 881 of Werrington North  
Campus Building AD.G.37 St Marys NSW 1790 (**UWS**)

and

**Landcom (t/as UrbanGrowth NSW)** ABN 79 268 260 688 Level 14, 60  
Station Street, Parramatta, NSW 2150 (**Landcom**)

and

**Campbelltown City Council** ABN 31 459 914 087 of Civic Centre, cnr Queen and  
Broughton Sts, Campbelltown NSW 2560 (**Council**)

**Background**

- A UWS and Landcom own different parts of the Land.
- B The Minister for Education and Training owns part of the Land and has entered into an agreement with UWS granting UWS certain rights in respect of that part of the Land.
- C The Developer proposes to carry out the Development on the Land.
- D Landcom entered into a contract with UWS dated 24 June 2010 to manage the carrying out of the Development on the part of the Land owned by UWS.
- E The Developer intends to make Development Applications to the Council for the development of the Land in stages.
- F The Developer has offered to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.
- G Until the Planning Agreement operates, this Agreement constitutes the Developer's offer to make Development Contributions in connection with the Development on the terms and conditions set out in this Agreement



## Operative provisions

### Part 1 - Preliminary

#### 1 Definitions & Interpretation

- 1.1 In this Agreement the following definitions apply:

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

**Access Ramp** means the pedestrian footbridge the subject of conditions 8 and 9 of the Development Consent to Development Application F540/2003 and G111/2003 granted by the Council on 17 December 2003.

**Agreement** means this Agreement and includes any schedules, annexures and appendices to this Agreement.

**Authority** means the Commonwealth of Australia, the State of New South Wales, or any department or agency of the Commonwealth of Australia or the State of New South Wales, any public authority within the meaning of the Act, and any court or tribunal.

**Claim** against any person means any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense, or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Contribution Value** in relation to each Item means the amount shown in column 5 of Schedule 3 for that Item, indexed from the date of this Agreement in accordance with the *Consumer Price Index (All Groups - Sydney)* published by the Australian Bureau of Statistics.

**Defect** means any error, omission, shrinkage, blemish in appearance or other fault in the Works caused by the Developer which prevents the Works from being reasonably capable of being used for their intended purpose.

**Developer** mean, as the context requires, either or both of UWS and Landcom.

**Development** means the development of the Land described in Schedule 2.

**Development Application** has the same meaning as in the Act.

**Development Area** means each of the areas described as '1A', '1B', '1C', '1D', '2', '3', '4A', '4B', '4C', '5A' and '5B' on the Development Area Plan.

**Development Area Plan** means the plan contained in Schedule 4, as amended from time to time.

**Development Consent** means a development consent or project approval within the meaning of the Act.

**Development Contribution** means any of the following, or any combination of them, to be used for, or applied towards, a public purpose:

**University of Western Sydney Campbelltown Campus Project Planning Agreement**



**University of Western Sydney**

**Landcom (t/a UrbanGrowth NSW)**

**Campbelltown City Council**

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- a monetary contribution,
- the dedication of land free of cost,
- the carrying out of Work,
- the provision of any other material public benefit.

**Final Lot** means a lot to be created in the Development for separate occupation and disposition, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) that may be further subdivided.

**ISDP** means the document titled '*UWS Project Infrastructure Services Delivery Plan*' prepared by Landcom dated June 2013.

**Item** means the object of a Development Contribution specified in Column 1 of the table at Schedule 3.

**Land** means the land specified or described in the table to Schedule 1 and shown in yellow on the plan in that Schedule.

**Rectification Notice** means a notice in writing that identifies a Defect in Work and requires rectification of the Defect within a specified period of time.

**RMS** means the Roads and Maritime Services.

**Subdivision Certificate** has the same meaning as in the Act

**Work** means the physical result of any building, engineering, construction and landscape work in, on, over or under land, required to be carried out by the Developer under this Agreement.

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
  - 1.2.2 A reference to a business day means a day, other than a Saturday or Sunday, on which banks are open for business generally in Sydney.
  - 1.2.3 If the day on which something is to be done under this Agreement is not a business day, then it must be done on the next business day.
  - 1.2.4 A reference to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
  - 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
  - 1.2.6 A reference to any legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
  - 1.2.7 A reference to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
  - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.



- 1.2.9 A reference to a person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 1.2.11 The singular includes the plural, and the plural includes the singular.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to a Party to this Agreement includes a reference to the Party's employees, agents and contractors, and the Party's successors and assigns.
- 1.2.14 Any schedules, appendices and attachments form part of this Agreement.

## **2 Status of this Agreement**

- 2.1 This Agreement is intended by the Parties to be a planning agreement within the meaning of s93F(1) of the Act.

## **3 Commencement of this Agreement**

- 3.1 This Agreement commences on the date on which it has been executed by all Parties.
- 3.2 The Party who executes this Agreement last is to insert the date they executed this Agreement on the front page and provide a copy of the fully executed and dated Agreement to any other person who is a Party.

## **4 Application of this Agreement**

- 4.1 This Agreement applies to the Land and the Development.
- 4.2 The Parties acknowledge that the Development Contributions required to be made under this Agreement are to meet the expected demand for public facilities arising from the Development.

## **5 Commencement of Development Contributions obligations**

- 5.1 The Developer is under no obligation to make the Development Contributions provided for in this Agreement unless and until a Development Consent is granted with respect to any part of the Development subject to a requirement or condition requiring this Agreement to be entered into.



## **6 Part-performance of this Agreement**

- 6.1 The Council is not to raise any objection, requisition or claim, or impose any requirements beyond that provided for in this Agreement in relation to any obligation imposed on the Developer under this Agreement that had been performed, whether in whole or in part, on the date this Agreement commenced.

## **7 Flood report to accompany Development Application**

- 7.1 The Developer is to ensure that each Development Application for a Development Area of the Development is accompanied by a flood report which identifies the scope and timing of flood mitigation works and dedication of land on which those works are located.

## **8 Acknowledgment of Landcom's role as development manager**

- 8.1 The Parties specifically acknowledge and agree in relation to each of the following matters:
- 8.1.1 Landcom is retained by UWS to act as its development manager in relation to the carrying out of the Development on the part of the Land owned by UWS, and
  - 8.1.2 subject to paragraphs 8.1.3 and 8.1.4 of this clause, Landcom is entitled to act on behalf of UWS in all matters under this Agreement relating to the carrying out of the Development on the part of the Land owned by UWS and the Council is to raise no objection in that regard,
  - 8.1.3 any matter or thing done or not done by Landcom under this Agreement relating to the carrying out of the Development on the part of the Land owned by UWS is to be taken to have been done or not done by UWS, and
  - 8.1.4 this Agreement may not be enforced against Landcom in any respect whatsoever relating to the carrying out of the Development on the part of the Land owned by UWS.

## **9 Further agreements relating to this Agreement**

- 9.1 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.



## **10 Application of s 94, s 94A and s 94EF of the Act to the Development**

- 10.1 This Agreement excludes the application of s 94 and s 94A of the Act to the Development.
- 10.2 This Agreement does not exclude the application of s 94EF of the Act to the Development.

## **11 Provision of Development Contributions**

- 11.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council acting reasonably.
- 11.2 Schedule 3 has effect in relation to Development Contributions to be made by the Developer under this Agreement.
- 11.3 A Contribution Value specified in relation to an obligation by the Developer to carry out Work or dedicate land under this Agreement does not define or limit the extent of the Developer's obligation in that regard.
- 11.4 If the cost incurred by the Developer to properly perform an obligation to carry out Work or dedicate land is less than a Contribution Value specified in relation to the obligation, the Developer is not required to carry out further Work or dedicate further land or pay money to the Council to make up the difference between the Contribution Value and the cost incurred by the Developer in performing the obligation.
- 11.5 The Council will use its best endeavours 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.

## **12 Variation of scope or timing for provision of Development Contributions**

- 12.1 The Developer may request that the Council approve in writing, a variation to the scope or the timing for the provision of Development Contributions, and the Council must act reasonably in determining whether to approve the variation.
- 12.2 For the purposes of determining whether to approve a variation under clause 12.1, the Council may consider the content of the ISDP and whether the variation prejudices the provision of public services or public amenities for any Development Area.
- 12.3 The scope or the timing for provision of a Development Contribution is not to be varied unless:
  - 12.3.1 the Parties, acting reasonably, agree in writing to the variation, and
  - 12.3.2 any consent or approval required under the Act or any other law to the variation is first obtained, if required, and
  - 12.3.3 each Party bears its own costs of and incidental to the variation.



- 12.4 If a variation is made to the scope or timing for provision of a Development Contribution pursuant to this clause, then Schedule 3 is taken to have been amended accordingly.
- 12.5 If the Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council is liable to pay to the Developer an amount equal to the increase in the costs incurred by the Developer of completing the Work which results from the variation requested by the Council.
- 12.6 Council must pay the amount referred to in clause 12.5 to the Developer after the Work is complete, and within 28 days of receipt of:
  - 12.6.1 a tax invoice for the amount claimed by the Developer; and
  - 12.6.2 documentation which verifies the increase in costs incurred by the Developer as a result of the variation.
- 12.7 The Council cannot withhold its agreement to a variation of a Work if the variation does not result in a change to the matters identified as core elements for that Work in the ISDP.
- 12.8 In this clause:
  - 12.8.1 **Construction Certificate** has the same meaning as in the Act.

## **Part 2 – Provisions relating to Monetary Development Contributions**

### **13 Payment of monetary Development Contributions**

- 13.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
- 13.2 The Developer is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.
- 13.3 The Developer is not required to pay a monetary Development Contribution under this Agreement unless the Council, after having received the Developer's notice under clause 13.2, has given to the Developer a tax invoice for the amount of the Development Contribution.
- 13.4 The Developer is not in breach of this Agreement if it fails to pay a monetary Development Contribution at the time required by this Agreement by reason only of the Council's failure to give to the Developer a tax invoice in relation to the amount proposed to be paid by it.

### **14 Access Ramp to Macarthur Station**

- 14.1 This clause applies to the monetary Development Contribution described in Item 13 in Schedule 3.



- 14.2 The monetary Development Contribution to which this clause applies is not required to be paid unless the commencement of construction of the Access Ramp has not occurred by the earlier of:
- 14.2.1 the commencement of subdivision works comprising permanent roads and drainage on the part of the land marked as "Macarthur Gdns Nth" on the Development Area Plan that will restrict access to the Macarthur Station overpass, or
  - 14.2.2 the issuing of the first plan of subdivision that creates a Final Lot in Development Area 5 of the Development.
- 14.3 If monetary Development Contributions to which this clause applies is required to be paid, it is to be paid within 14 days of the occurrence of the relevant event referred to in clause 14.2.

## **Part 3 – Provisions relating to dedication of Land**

### **15 Procedures relating to the dedication of Land**

- 15.1 A Development Contribution comprising the dedication of Land is made for the purposes of this Agreement when:
- 15.1.1 a deposited plan is registered in the register of plans held with the Registrar General that:
    - (a) dedicates Land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW), or
    - (b) creates the Land as a public reserve or drainage reserve under the *Local Government Act 1993* (NSW), or
  - 15.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the Land to the Council when registered.
- 15.2 For the purposes of clause 15.1.2:
- 15.2.1 the Developer is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the Land to be dedicated, and
  - 15.2.2 within 21 days of receiving it from the Developer, the Council is to execute it and return it to the Developer, and
  - 15.2.3 within 7 days of receiving it from the Council (properly executed), the Developer is to lodge it for registration with the Registrar General, and
  - 15.2.4 the Developer is to do all things reasonably necessary to enable it to be registered, and
  - 15.2.5 the Developer is to do all things reasonably necessary to enable the certificate of title for the Land dedicated which identifies the Council as the registered proprietor of that Land, to be provided to the Council at no cost to the Council.
- 15.3 In this clause:



15.3.1 **Registrar General** means the Registrar General within the meaning of the *Real Property Act 1900*.

## **Part 4 – Provisions relating to the carrying out of Work**

### **16 Design and Specification of Work**

- 16.1 Before commencing construction of a Work, the Developer is to submit to the Council for its approval the detailed design and specification for the Work.
- 16.2 If, within 60 days of the date of submission referred to in clause 16.1:
- 16.2.1 the Council notifies the Developer in writing of its approval of the design and specification, the Developer is to carry out and complete the Work in accordance with that design and specification,
- 16.2.2 the Council fails to notify the Developer in writing that it approves or does not approve of the design and specification or does not require the Developer to make modifications, the Council is taken to have approved the design and specification of the Work and the Developer may carry out and complete the Work in accordance with that design and specification,
- 16.2.3 the Council notifies the Developer in writing that it does not approve of the design and specification or requires the Developer to make modifications, the Developer may elect to:
- (a) amend the design and specification and submit to the Council the amended design and specification in which case this clause 16.2 applies to that amendment, or
- (b) make monetary Development Contributions for the provision of the Work in lieu of carrying out the Work not exceeding the amount of the Contribution Value of the Work.
- 16.3 If the Developer elects to make monetary Development Contributions under clause 16.2.3 (b), the Developer is to pay the Development Contributions to the Council as progress payments upon presentation by the Council of documents verifying costs incurred by the Council in carrying out the Work, or in such instalments as may be agreed in writing between the Parties.
- 16.4 For the purposes of clause 16.2.3, the Council is not to require the Developer to make modifications to the design and specification of a Work that result in a change to the matters identified as core elements for that Work in the ISDP.

### **17 Standard of construction of Work**

- 17.1 Any Work that the Developer is required to carry out under this Agreement is to be carried out in accordance with:
- 17.1.1 this Agreement,
- 17.1.2 any further agreement entered into by the Parties under clause 9,



- 17.1.3 any reasonable requirements and directions of the Council notified in writing to the Developer before the Work is completed for the purposes of this Agreement, that are not inconsistent with this Agreement or any Development Consent for the Development,
- 17.1.4 the requirements of any approval, consent, permission or licence issued by a relevant Authority,
- 17.1.5 any Australian standards and other laws applicable to the Work, and
- 17.1.6 in a proper and workmanlike manner, complying with current industry practice and standards relating to the Work.

## 18 Maintenance and management of Works

- 18.1 The Developer must maintain each Bush Landscaping Work, Hard Landscaping Work and Soft Landscaping Work during the Maintenance Period in accordance with the matters set out in clause 17.1,
- 18.2 Despite any other provision of this Agreement, if the Developer has complied with its obligations under this clause, the Council cannot make any Claim, objection or demand about the state or condition of a Work after the end of the Maintenance Period for that Work.
- 18.3 For the purposes of this clause maintenance does not include repairing damage caused by vandalism to the Work but includes replacement of plants due to vandalism, unless the Developer notifies the Council in writing that it elects to carry out such repair.
- 18.4 In this clause:
  - 18.4.1 **Bush Landscaping Work** means bushland regeneration work including planting of trees and ground cover in bushland areas within a green corridor comprising Item 5 that is not Hard Landscaping Work or Soft Landscaping Work.
  - 18.4.2 **Hard Landscaping Work** means items such as paving, seating, buildings, signage, lighting, playground equipment and any other landscaping work that is not a Soft Landscaping Work.
  - 18.4.3 **Maintenance Period** means
    - (a) in respect of Bush Landscaping Work, a period of 60 months commencing on the date the Work completed for the purpose of this Agreement,
    - (b) in respect of Hard Landscaping Work, a period of 12 months commencing on the date the Work is completed for the purpose of this Agreement,
    - (c) In respect of Soft Landscaping Work, a period of 24 months commencing on the date the Work is completed for the purpose of this Agreement.
  - 18.4.4 **Soft Landscaping Work** means any Work comprising the planting of vegetation and associated preparation of planting beds or growing medium such as , shrubs, groundcovers, mulch and grass.



## 19 Access for Works

- 19.1 The Developer must permit the Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, to:
- 19.1.1 inspect, examine or test any Work, or
  - 19.1.2 remedy any breach by the Developer in carrying out a Work.
- 19.2 The Council must permit the Developer its officers, employees, agents and contractors to enter and occupy any land owned or controlled by the Council, including any part of the Land dedicated to the Council, to:
- 19.2.1 enable the Developer to carry out any Work under this Agreement that is required to be carried out on that land, or
  - 19.2.2 perform any other obligation imposed on the Developer by this Agreement.

## 20 Protection of people and property

- 20.1 The Developer is to ensure to the fullest extent reasonably practicable in carrying out any Work that:
- 20.1.1 all necessary measures are taken to protect people and property, and
  - 20.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
  - 20.1.3 nuisances and unreasonable noise and disturbances are prevented.

## 21 Completion

- 21.1 An Item (or any part) that comprises a Work is completed for the purposes of this Agreement when the Developer gives the Council a Compliance Certificate (with respect to that Item) issued by the Council or a suitably qualified independent person appointed by Landcom to that effect.
- 21.2 In this clause, **Compliance Certificate** has the same meaning as in the Act.

## 22 Procedures relating to the rectification of Defects

- 22.1 During the Defects Liability Period, the Council may give to the Developer a Rectification Notice.
- 22.2 The Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- 22.3 If the Developer breaches clause 21.2, the Council may have the Defect rectified.
- 22.4 In this clause:
- 22.4.1 **Building Work** has the same meaning as in the Act.
  - 22.4.2 **Defects Liability Period** means:



- (a) for any Work which Column 2 of Schedule 3 indicates is for the public purpose of 'Road works', 'Passive recreation/play area', 'Passive recreation/community use', 'Active Recreation and Community Use', 'Recreation and Community Use', 'Regional cycleway', 'Regional Drainage' and 'Public Access', other than Building Work – 12 months from the date the Work is completed for the purposes of this Agreement,
- (b) for Building Work – 3 months from the date the Work is completed for the purposes of this Agreement.

## 23 Deferral of Work

- 23.1 Notwithstanding any other provision of this Agreement, if the Developer reasonably considers, at any time, that it is unable to make a Development Contribution comprising a Work by the time the Work is required to be completed under this Agreement, then:
  - 23.1.1 the Developer is to provide written notice to the Council to that effect,
  - 23.1.2 the Developer is to provide the Council with Security for the uncompleted part of the Work before the date on which the Work is required to be completed under this Agreement,
  - 23.1.3 the Developer is to provide to the Council, for approval, a revised completion date for the Work, and
  - 23.1.4 the time for completion of the Work under this Agreement is the revised completion date approved or agreed to by the Council under this clause 23.1.
- 23.2 If the Developer complies with clause 23.1 in relation to a Work, then it is not in breach of this Agreement as a result of a failure to complete the Work by the time for completion of the Work specified in Column 4 of Schedule 3.
- 23.3 In this clause:
  - 23.3.1 **Bank Guarantee** means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:
    - (a) one of the following trading banks:
      - (i) Australia and New Zealand Banking Group Limited,
      - (ii) Commonwealth Bank of Australia,
      - (iii) Macquarie Bank Limited,
      - (iv) National Australia Bank Limited,
      - (v) St George Bank Limited,
      - (vi) Westpac Banking Corporation, or
    - (b) any other financial institution approved by the Council in its absolute discretion.
  - 23.3.2 **Security** means,
    - (a) if Landcom or UWS (or both) is the Developer under this Agreement, a Treasury Guarantee,



- (b) if Landcom or UWS (or both) is not the Developer under this Agreement, a Bank Guarantee or a bond or other form of security to the satisfaction of the Council.

23.3.3 **Treasury Guarantee** means a written guarantee issued by or on behalf of New South Wales Government that is materially similar to a Bank Guarantee.

## **24 Failure to carry out Work**

- 24.1 Subject to clause 28, if the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, including Work the subject of a Rectification Notice, the Council may give the Developer a notice under this clause.
- 24.2 The notice may require the Developer to:
  - 24.2.1 rectify the breach to the Council's satisfaction, and
  - 24.2.2 immediately cease carrying out further work relating to the Work except to rectify the breach.
- 24.3 A notice given under clause 24.1 must allow the Developer not less than 28 days (or such further period as the Council considers reasonable in the circumstances) to rectify the breach.
- 24.4 If the Developer does not comply with the notice given under clause 24.1, the Council may carry out and complete the Work the subject of the breach. This does not affect the Council's other rights to enforce this Agreement.
- 24.5 Clauses 30 and 31 do not prevent a notice being given under clause 24.1, nor do they apply to such a notice or the circumstances relating to the giving of the notice. Any procedure commenced under clause 30 or clause 31 ceases to apply when such a notice is given.
- 24.6 If the Council reasonably incurs a cost in carrying out, completing or rectifying a Defect in a Work, the Council may recover the cost from the Developer:
  - 24.6.1 by calling on any Security which this Agreement authorises the Council to call on in those circumstances; or
  - 24.6.2 in a court of competent jurisdiction.
- 24.7 For the purposes of clause 24.6, the costs which Council can recover include fees and charges incurred by Council, Council's employees, agents and contractors, and legal costs and expenses.

## **25 Works-as-executed-plan**

- 25.1 No later than 60 days after an Item comprising a Work is completed in accordance with this Agreement, the Developer must submit to the Council:
  - 25.1.1 a full works-as-executed-plan for the Item, and
  - 25.1.2 the technical or operational manual, specifications and warranties (if any) for any product that forms part of the Item.



## **26 Hand-over of Works**

- 26.1 Subject to anything to the contrary in this Agreement, the Council accepts responsibility for a Work on the later of:
  - 26.1.1 the date when the Work is completed for the purposes of this Agreement, or
  - 26.1.2 if the Work is carried out on land which is to be dedicated to the Council under this Agreement, the date of dedication of that land.
- 26.2 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council (acting reasonably) any loss or damage to a Work from any cause whatsoever which occurs before the Work is completed for the purposes of this Agreement.

## **Part 5 –Enforcement and Disputes**

### **27 Enforcement**

- 27.1 The Parties acknowledge that Council is entitled to withhold a Subdivision Certificate in respect of a Final Lot or Development Area of the Development if the Development Contributions required by this Agreement to be provided prior to the issue of a Subdivision Certificate for that Final Lot or Development Area, have not been provided in accordance with this Agreement.

### **28 Council to consult before enforcing this Agreement**

- 28.1 This clause applies to any of the Developer's obligations to carry out Work or dedicate land under this Agreement.
- 28.2 If the Council reasonably forms the opinion that the Developer has failed to comply with an obligation to which this clause applies, it is not to enforce this Agreement against the Developer (including taking any action under clause 24) unless it has first notified the Developer in writing of its intention to do so and has consulted with the Developer as to:
  - 28.2.1 the reason for the non-compliance,
  - 28.2.2 the likely effects of the non-compliance, and
  - 28.2.3 the Developer's capacity in all of the circumstances to reasonably rectify the non-compliance.
- 28.3 The Council is not to enforce this Agreement against the Developer unless, after having consulted with the Developer:
  - 28.3.1 it has reasonably formed the opinion the Developer has no reasonable excuse for the non-compliance,
  - 28.3.2 it has notified the Developer in writing that it intends to enforce the Agreement not earlier than 14 days from the date of the notice, and
  - 28.3.3 the notice specifies the enforcement action it intends to take.



- 28.4 At any time between the date of the notice referred to in clause 28.3 and the time when the Council takes action to enforce this Agreement, the Developer may notify the Council of a dispute under clause 30 or 31.
- 28.5 If the Developer notifies the Council in accordance with in clause 28.4, the Council is not to enforce this Agreement against the Developer in relation to the relevant non-compliance unless and until the dispute resolution process under clause 30 or 31 has been exhausted without resolution between the parties.

## **29 Enforcement in court**

- 29.1 Subject only to clause 28, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 29.2 For the avoidance of doubt, nothing in this Agreement prevents:
  - 29.2.1 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,
  - 29.2.2 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.

## **30 Dispute resolution – expert determination**

- 30.1 This clause applies to a dispute under this Agreement about a matter that can be determined by an appropriately qualified expert (**Expert Determination Dispute**).
- 30.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute and requiring it to be determined by an appropriately qualified expert.
- 30.3 Within 14 days of the notice, the Parties are to meet to try to resolve the dispute.
- 30.4 If within a further 28 days the dispute is not resolved, the dispute must be referred to the President of the NSW Law Society to appoint an expert to determine the dispute.
- 30.5 The expert determination binds the Parties, except in the case of the expert's fraud or misfeasance.
- 30.6 Each Party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 30.7 If the Parties disagree over whether a dispute is properly an Expert Determination Dispute, then either Party may refer that issue to the Chief Executive Officer (**CEO**) of the professional body that represents persons with the relevant expertise, for a determination of that issue. The CEO's determination is final and binds the Parties.



### 31 Dispute resolution - mediation

- 31.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 30 applies.
- 31.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 31.3 The Parties are then to meet within 14 days of the notice to try to resolve the dispute.
- 31.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time, and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 31.5 If the dispute is not resolved by mediation within a further 28 days, or any longer period that may be needed to complete any mediation process which has been started, then the Parties may exercise their legal rights in relation to the dispute, including by taking legal proceedings in a court of competent jurisdiction in New South Wales.

### 32 Registration of this Agreement

- 32.1 Subject to clause 32.2, the Parties agree not to register this Agreement on the title to the Land for the purposes of s93H of the Act.
- 32.2 This Agreement is to be registered for the purposes of s93H of the Act on any part of the Land that is not owned by the Developer.
- 32.3 For the purposes of clause 32.2:
  - 32.3.1 the owner of the part of the Land on which this Agreement is to be registered (**Landowner**) is, within 21 days of becoming the owner of that part of the Land, to deliver to the Council in registrable form:
    - (a) an instrument requesting registration of this Agreement on the title to that part of the Land, duly executed by the Landowner, and
    - (b) the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration,
  - 32.3.2 the Landowner is to do such other things as are reasonably necessary to enable registration of this Agreement to occur,
  - 32.3.3 the Landowner and the Council are to do such things as are reasonably necessary to remove any notation relating to this Agreement from the title to the Land:
    - (a) in so far as the part of the Land concerned is a Final Lot,
    - (b) in relation to any other part of the Land, once the Landowner or Developer has completed its obligations under this Agreement to the reasonable satisfaction of the Council or this Agreement is terminated or otherwise comes to an end for any other reason.



### **33 Assignment, sale of Land, etc**

- 33.1 Unless the preconditions specified in clause 33.2 are satisfied, the Developer must not:
  - 33.1.1 transfer the Land or any part of it, other than a Final Lot, to any person, or
  - 33.1.2 assign its rights or obligations under this Agreement, or novate this Agreement, to any person.
- 33.2 The preconditions to be satisfied under clause 33.1 are:
  - 33.2.1 the Developer has, at no cost to the Council procured the execution by the person to whom the Developer proposes to sell or transfer the Land or to whom the Developer's rights or obligations under this Agreement are to be assigned or novated (**Third Party**), of an agreement in favour of the Council to the effect that the Third Party is bound as if a party to this Agreement, and
  - 33.2.2 the Developer is not in breach of this Agreement.

## **Part 6 - Other provisions**

### **34 Indemnity**

- 34.1 Each Party indemnifies the other Party from and against all Claims that may be sustained, suffered, recovered or made against the other Party arising in connection with the performance of their obligations under this Agreement except if, and to the extent that, the Claim arises because of the other Party's negligence or default.

### **35 Insurance**

- 35.1 This clause only applies if Landcom or UWS is the Developer under this Agreement.
- 35.2 The Developer warrants, and Council acknowledges, that:
  - 35.2.1 the Developer is a member of the NSW Treasury Managed Fund (**Fund**),
  - 35.2.2 the Fund provides the Developer with insurance cover against any liability arising from a breach by the Developer of its obligations under this Agreement.

### **36 Developer may Review Draft Determinations Relating to the Development**

- 36.1 Not less than 14 days before determining a Development Application or an application under s96 of the Act relating to the Development, the Council must give to the Developer a copy of its proposed determination including, if



applicable, the terms and conditions upon which any Development Consent or approval is proposed to be granted.

- 36.2 The Developer may, by notice in writing, not more than 14 days from receipt of the proposed determination under clause 36.1 request the Council to modify or abandon the proposed determination.
- 36.3 The Council must properly consider a request made by the Developer under clause 36.2 before it makes any further decision in relation to the determination.

### **37 Review of this Agreement**

- 37.1 The Developer must provide the Council with a report every three years detailing the performance of its obligations under this Agreement.
- 37.2 The report is to be:
  - 37.2.1 given no later than every three (3) years from the date on which this Agreement is entered into, and
  - 37.2.2 in the form and addressing the matters the Council notifies to the Developer from time to time.
- 37.3 The Parties are to review this Agreement every three (3) years, and otherwise if either Party considers that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 37.4 For the purposes of clause 37.3, the relevant changes include any change to a law that restricts or prohibits, or enables the Council or any other planning authority to restrict or prohibit, any aspect of the Development.
- 37.5 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 37.3, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 37.6 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.
- 37.7 A Party's failure to agree to take action requested by the other Party as a consequence of a review referred to in clause 37.3 is not a dispute for the purposes of clauses 30 and 31, and is not a breach of this Agreement.

### **38 Confidentiality**

- 38.1 The terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any Party.
- 38.2 The Parties acknowledge that:
  - 38.2.1 confidential information may have been supplied to some or all of the Parties in the negotiations leading up to the making of this Agreement, and
  - 38.2.2 the Parties may disclose to each other further confidential information in connection with the subject matter of this Agreement.



38.2.3 subject to clauses 38.3 and 38.4, each Party agrees:

- (a) not to disclose any confidential information received before or after the making of this Agreement to any person without the prior written consent of the Party who supplied the confidential information, or
- (b) to take all reasonable steps to ensure all confidential information received before or after the making of this Agreement is kept confidential and protected against unauthorised use and access.

38.3 A Party may disclose confidential information in the following circumstances:

38.3.1 in order to comply with the law, or the requirements of any Authority, or

38.3.2 to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the information confidential.

38.4 The obligations of confidentiality under this clause do not extend to information which is public knowledge other than as a result of a breach of this clause.

## **39 Notices**

39.1 A notice, consent, information, application or request (**Notification**) 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:

39.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or

39.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or

39.1.3 emailed to that Party at its email address set out in the Summary Sheet.

39.2 A Party may change its address, fax number or email address by giving the other Party 3 business days' notice of the change, in which case the new address, fax number or email address is treated as the address or number in the Summary Sheet.

39.3 A Notification is to be treated as given or made if it is:

39.3.1 delivered, when it is left at the relevant address,

39.3.2 sent by post, 2 business days after it is posted,

39.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number, or

39.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

39.4 If a Notification is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.



#### **40 Approvals and consent**

- 40.1 In this clause, a reference to an approval or consent does not include a reference to a Development Consent.
- 40.2 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- 40.3 A Party must give its reasons for giving or withholding consent or for giving consent subject to conditions.

#### **41 Costs**

- 41.1 The Parties are each to pay their own costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.

#### **42 Entire Agreement**

- 42.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 42.2 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.

#### **43 Further acts**

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

#### **44 Governing law and jurisdiction**

- 44.1 This Agreement is governed by the law of New South Wales.
- 44.2 The Parties submit to the non-exclusive jurisdiction of its courts, and are not to object to the exercise of jurisdiction by those courts on any basis.

#### **45 Joint and individual liability and benefits**

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



## 46 Representations and warranties

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

## 47 Severability

- 47.1 If a clause or part of a clause 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.
- 47.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of it is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

## 48 Modification

- 48.1 No modification of this Agreement has any effect unless it is in writing and signed by the Parties.

## 49 Waiver

- 49.1 A Party does not waive any of the other Party's obligation or breach of obligation merely by failing to do, or delaying in doing, something under this Agreement.
- 49.2 A waiver by a Party is effective only if it is in writing.
- 49.3 A written waiver by a Party is effective only in relation to the particular obligation or breach for which it is given. 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.

## 50 GST

- 50.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable for the Taxable Supply.
- GST Law** has the same meaning as 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.
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a Party includes an Input Tax Credit for an acquisition made by that Party but to which another member of the same GST Group is entitled under the GST Law.



**Taxable Supply** has the meaning given by the GST Law, excluding (except where expressly agreed otherwise) a supply for which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 50.2 Subject to clause 50.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 50.3 Clause 50.4 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 50.4 No additional amount is payable by the Council under clause 50.4 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 50.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 50.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies before issuing Tax Invoices for those Supplies;
- 50.5.2 that any amounts payable by the Parties in accordance with clause 50.2 (as limited by clause 50.4) to each other for those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 50.6 No payment of any amount under this clause 50, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided the recipient with a Tax Invoice or Adjustment Note as the case may be.
- 50.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a Party, must exclude the amount of any Input Tax Credit entitlement of that Party in relation to the relevant cost, expense or other liability.
- 50.8 This clause continues to apply after expiration or termination of this Agreement.

## **51 Explanatory Note Relating to this Agreement**

- 51.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 51.2 Under clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Agreement.
- 51.3 In this clause:
- 51.3.1 **Regulation** means the *Environmental Planning and Assessment Regulation 2000*.





## **Schedule 2**

(Clause 1.1)

### **Development**

The development on the Land comprising the subdivision of the Land in Development Areas as shown on the Development Area Plan and the delivery of a package of estate major works as identified in Schedule 3.

A plan showing the Development Area and the location of Works is included in Schedule 4.

**DRAFT**



**Schedule 3**

(Clause 1.1 and Clause 11)

**Development Contributions**

Column 1	Column 2	Column 3	Column 4	Column 5
Item	Public Purpose	Scope	Timing of Provision	Contribution Value
<b>Carrying out of Work and Dedication of Land</b>				
1. Gilchrist Drive Intersection (generally in the location shown as "Gilchrist Drive Intersection (GDI)" on the Development Area Plan)	Road works	Carrying out of Works as described under the heading "Description of Works" in Item 1 of Part A of the ISDP. Dedication of Land on which the Works are carried out.	Works to be completed before the issuing of the Subdivision Certificate that creates the 290 <sup>th</sup> Final Lot in the Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the 290 <sup>th</sup> Final Lot in the Development.	\$1,800,000.00
2. Goldsmith Ave	Road works	Carrying out of Works as	Works to be completed before the issuing	\$3,700,000.00



(generally in the location shown as "Median Boulevard (MB) Goldsmith Ave" on the Development Area Plan)		described under the heading "Description of Works" in Item 2 of Part A of the ISDP. Dedication of Goldsmith Ave shown as "Median Boulevard (MB) Goldsmith Ave" on the Development Area Plan	of the Subdivision Certificate that creates the 290 <sup>th</sup> Final Lot in the Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the 290 <sup>th</sup> Final Lot in the Development.	
3. Main Ridge Park (generally in the location shown as "Main Ridge Park (MRP)" on the Development Area Plan)	Passive recreation / play area	Carrying out of Works as described under the heading "Description of Works" in Item 3 of Part A of the ISDP. Dedication of Land on which the Works are carried out.	Works to be completed before the issuing of the Subdivision Certificate that creates the 290 <sup>th</sup> Final Lot in the Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the 290 <sup>th</sup> Final Lot in the Development.	\$1,300,000.00
4. Land for Narellan Road Intersection (generally in the location shown as "Narellan Rd Intersection (NRI)" on the Development Area Plan)	Road works	Dedication of Land on which the Narellan Road Intersection, to be carried out by the RMS, is located.	Dedication of Land to the Council in a manner to be agreed between the Parties following completion of the Narellan Road Intersection by the RMS.	Nil
5. Green Corridors (generally in the locations shown as	Passive recreation / Community use	Carrying out of Works as described under the heading "Description of	R2 & R3 –Works to be completed before the issuing of the Subdivision Certificate that creates the 74 <sup>th</sup> Final Lot in the	\$6,400,000.00

<p>"R1", "R2", "R3", "R4" and "R5" on the Development Area Plan)</p>		<p>Works' in Item 5 of Part A of the ISDP.                  Dedication of Land on which the Works are carried out.</p>	<p>Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the 741<sup>st</sup> Final Lot in the Development.                  R4 &amp; R5 –Works to be completed before the issuing of the Subdivision Certificate that creates the 442<sup>nd</sup> Final Lot in the Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the 442<sup>nd</sup> Final Lot in the Development.                  R1 –Works to be completed before the issuing of the Subdivision Certificate that creates the 818<sup>th</sup> Final Lot in the Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the 818<sup>th</sup> Final Lot in the Development.</p>	
<p>6. Sports Precinct (generally in the location shown as "SP" on the Development Area Plan)</p>	<p>Active Recreation and Community Use</p>	<p>Carrying out of Works as described under the heading 'Description of Works' in Item 6 of Part A of the ISDP.                  Dedication of Land on which the Works are carried out, other than:</p>	<p>Works to be completed before the issuing of the Subdivision Certificate that creates the 581<sup>st</sup> Final Lot in the Development.                  Land to be dedicated on or before the registration of the plan of subdivision that creates the 581<sup>st</sup> Final Lot in the Development.</p>	<p>\$5,500,000.00</p>

		<p>a) land on which the telecommunications tower and telecommunications equipment area is located, being the approximate area of land marked as 'Preferred location for Telecommunications equipped tower' on the Telecommunications Tower Plan in Schedule 5, and                  b) the part of the gymnasium building shown outlined in blue and described as 'Unifit Gym' on the Gymnasium Floor Plan in Part 1 of Schedule 6 and the court area adjoining the gymnasium building shown outlined in red on the plan in Part 2 of Schedule 6.</p>		
<p>7. Bow Bowing Creek (generally in the location shown as "Bow Bowing Creek Realignment (BBC)" on the Development Area Plan)</p>	<p>Passive recreation / Community use</p>	<p>Carrying out of Works as described under the heading 'Description of Works' in Item 7 of Part A of the ISDP.                  Dedication of Land on which the Works are</p>	<p>Works to be completed prior to the issuing of the Subdivision Certificate that creates the 741<sup>st</sup> Final Lot in the Development.                  Land to be dedicated on or before the registration of the plan of subdivision that creates the 741<sup>st</sup> Final Lot in the Development.</p>	<p>\$2,100,000.00</p>

		carried out.		
8. Harrison Dam Park (generally in the location shown as "HDP" on the Development Area Plan)	Recreation and Community Use	Carrying out of Works as described under the heading 'Description of Works' in Item 8 of Part A of the ISDP. Dedication of Land on which the Works are carried out.	Works to be completed before the issuing of the Subdivision Certificate that creates the 741 <sup>st</sup> Final Lot in the Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the 741 <sup>st</sup> Final Lot in the Development.	\$3,900,000.00
9. Macarthur Regional Recreation Trail (generally in the location shown as "Macarthur Regional Recreational Trail (MRT)" on the Development Area Plan)	Regional cycleway	Carrying out of Works as described under the heading 'Description of Works' in Item 9 of Part A of the ISDP. Dedication of Land on which the Works are carried out.	Works to be completed before the issuing of the Subdivision Certificate that creates the 850 <sup>th</sup> Final Lot in the Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the 850 <sup>th</sup> Final Lot in the Development.	\$2,000,000.00
10. Knoll Park (generally in the location shown as "KP" on the Development Area Plan)	Passive recreation / play area	Carrying out of Works as described under the heading 'Description of Works' in Item 10 of Part A of the ISDP. Dedication of Land on which the Works are carried out.	Works to be completed before the issuing of the Subdivision Certificate that creates the 580 <sup>th</sup> Final Lot in the Development. Land to be dedicated on or before the registration of the plan of subdivision that creates the 580 <sup>th</sup> Final Lot in the Development.	\$700,000.00

11. Flood Detention Basins (generally in the locations shown as "Detention Basins" on the Development Area Plan)	Regional Drainage	Carrying out of Works as described: <ul style="list-style-type: none"> <li>under the heading 'Description of Works' in Item 11 of Part A of the ISDP, and</li> <li>in any flood report accompanying a Development Application for a Development Area.</li> </ul>	Works to be completed in accordance with the recommendations contained in the relevant flood report for a Development Area	\$2,200,000.00
12. Local and other collector roads (collector roads in the general location shown as "Collector Road (CR) - Development Area 3 Access Road" on the Development Area Plan)	Public Access	Works as described under the heading 'Development Contributions - Carrying out of Works' in Item 11 of Part A of the ISDP. Dedication of local roads, bridges and culverts within each Development Area Dedication of a section of William Downes Drive between Navellan road to the intersection of and including the Development Area 3 Collector Road shown as "Collector Road (CR) - Development Area 3 Access Road" on the	Local roads - Works to be completed before the issuing of the Subdivision Certificate that creates the last Final Lot in the Development Area within which the local road is located. Arrangements for dedication of land to be agreed in writing on or before the registration of the plan of subdivision that creates the last Final Lot in the Development Area within which the local road is located and land to be dedicated in accordance with those arrangements. William Downes Drive and Development Area 3 Collector Road - Works to be completed before the issuing of the Subdivision Certificate that creates the 700 <sup>th</sup> Final Lot in the Development. Land	\$4,900,000.00

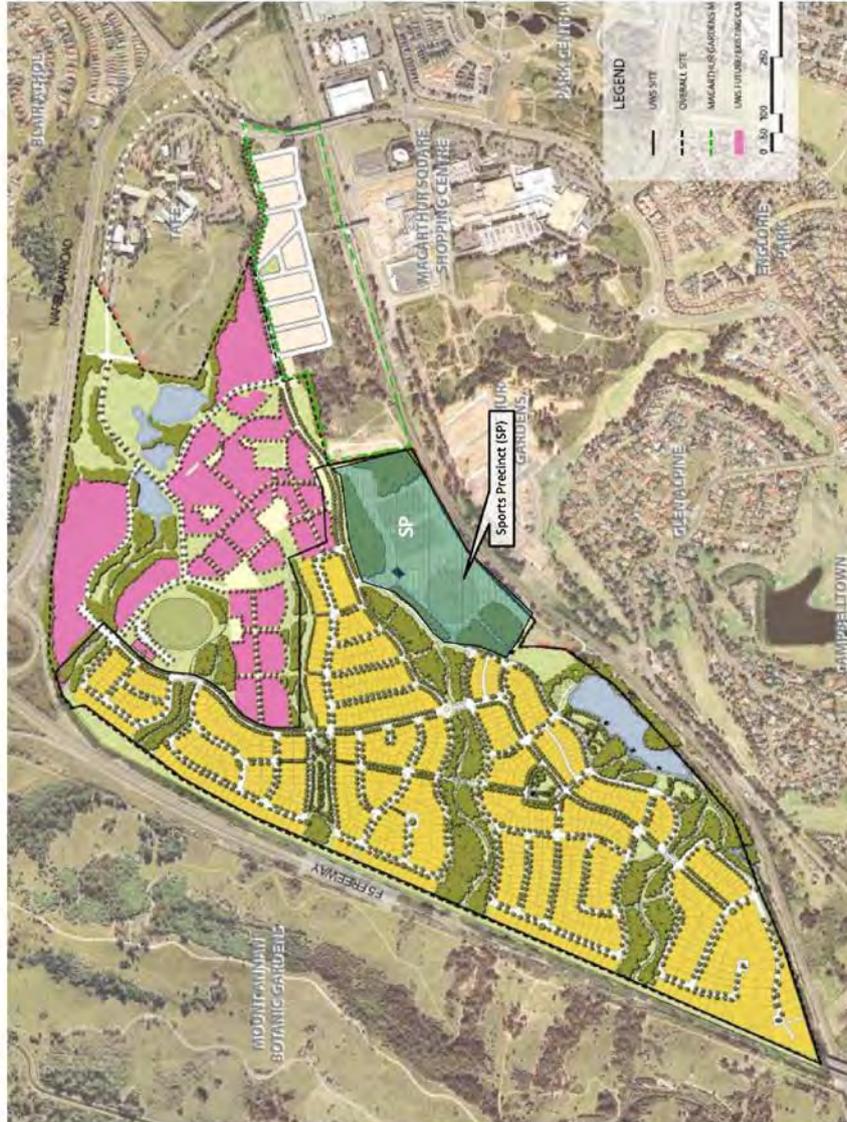
		Development Area Plan	to be dedicated on or before the registration of the plan of subdivision that creates the 700 <sup>th</sup> Final Lot in the Development.	
<b>Monetary Contributions</b>				
13. Contribution for Access Ramp	Access Ramp	The Developer to provide \$100,000.00 to the Council towards the provision of the Access Ramp.	In accordance with clause 14.	
14. Contribution for Narellan Road Intersection	Road Infrastructure	The Developer is to provide \$2,800,000.00 to the RMS in accordance with the agreement entered into between the Developer and the RMS titled 'Transport Infrastructure Contribution Deed' in respect of the Narellan Road Intersection.	In accordance with the agreement entered into between the Developer and the RMS titled 'Transport Infrastructure Contribution Deed' in respect of the Narellan Road Intersection.	



University of Western Sydney Campbelltown Campus Project Planning Agreement



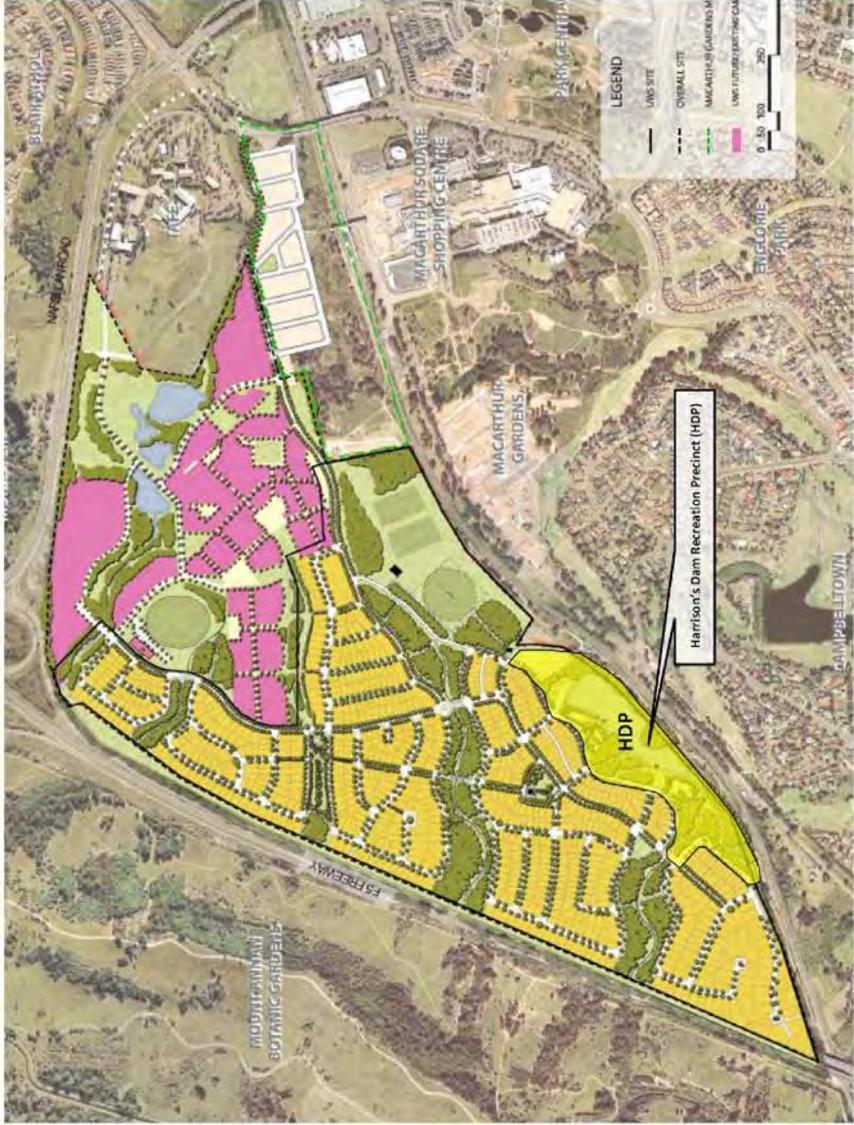
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Landcom (t/a UrbanGrowth NSW)  
Campbelltown City Council



University of Western Sydney Campbelltown Campus Project Planning Agreement



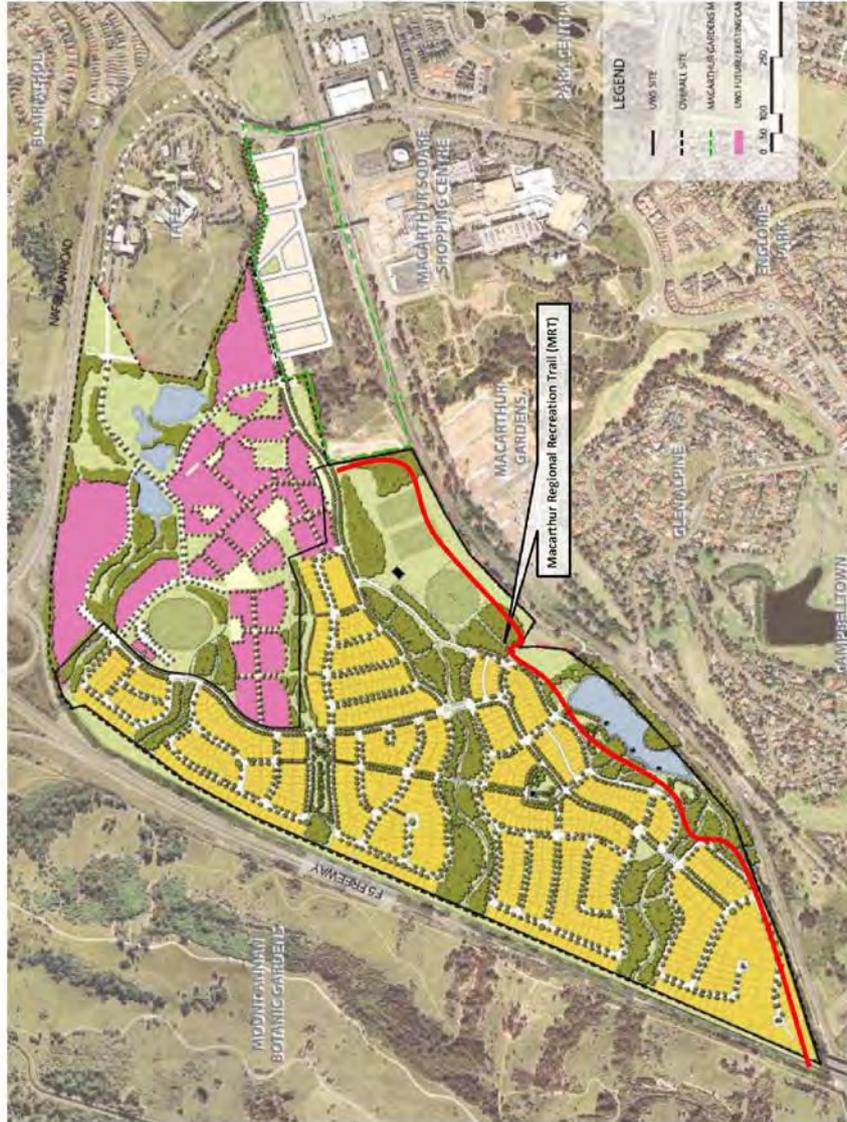
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Campbelltown City Council



University of Western Sydney Campbelltown Campus Project Planning Agreement



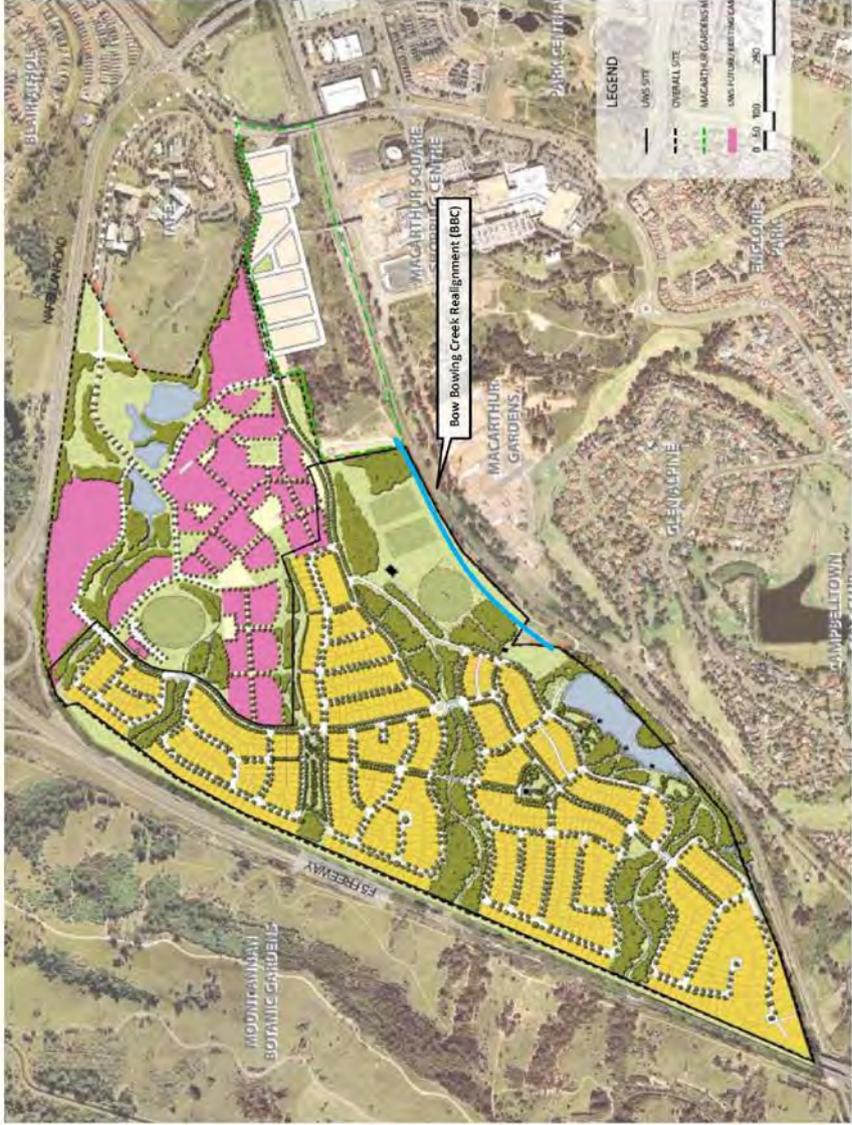
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University of Western Sydney Campbelltown Campus Project Planning Agreement



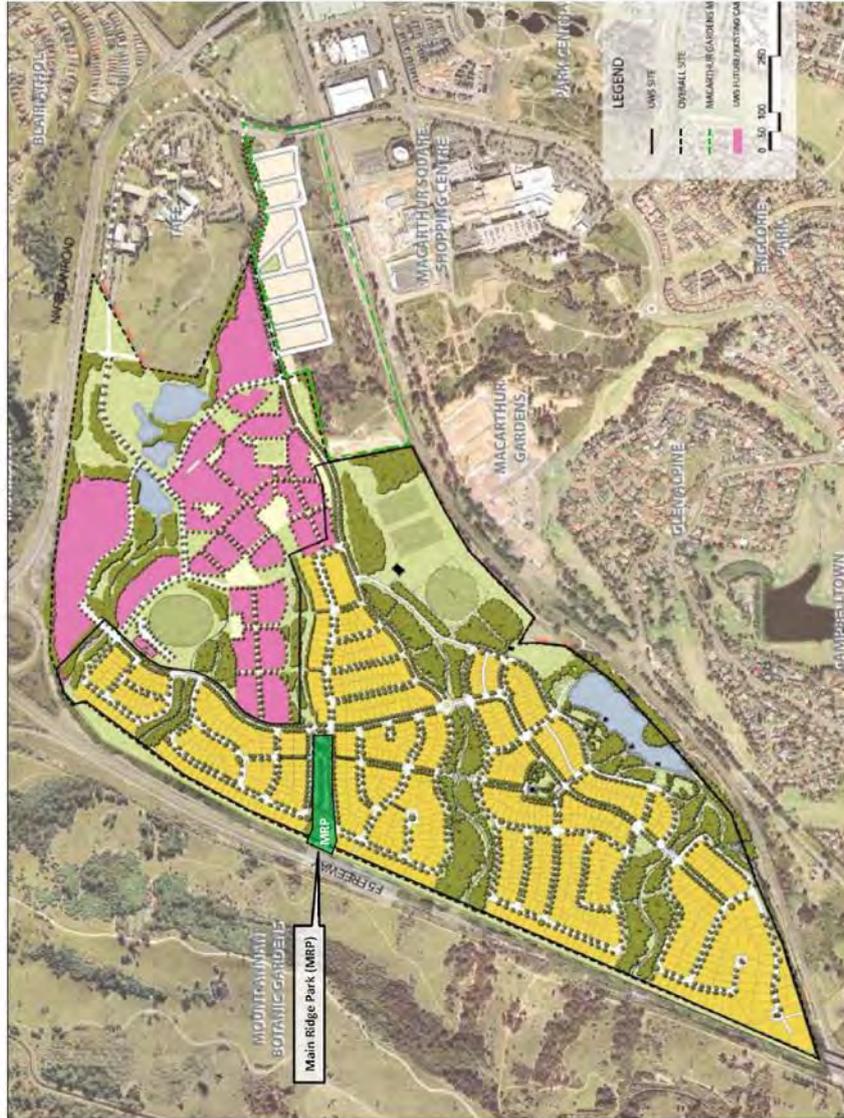
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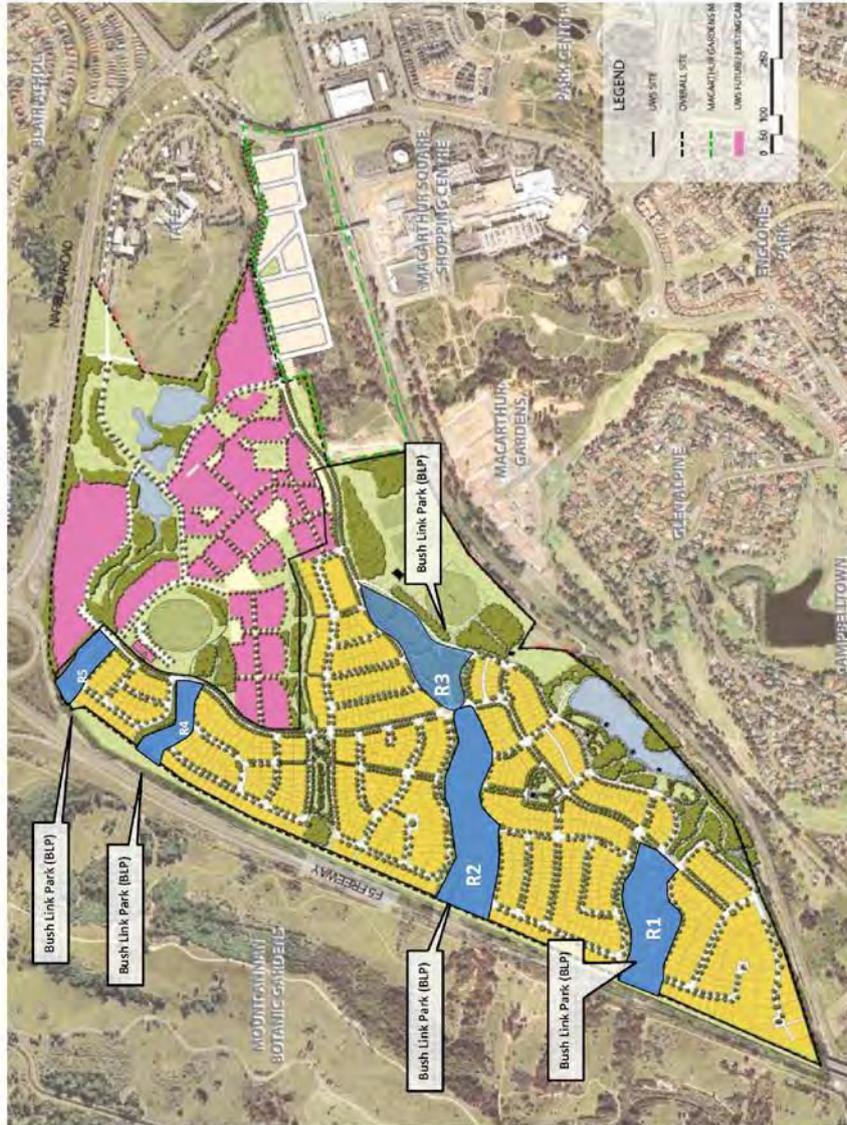
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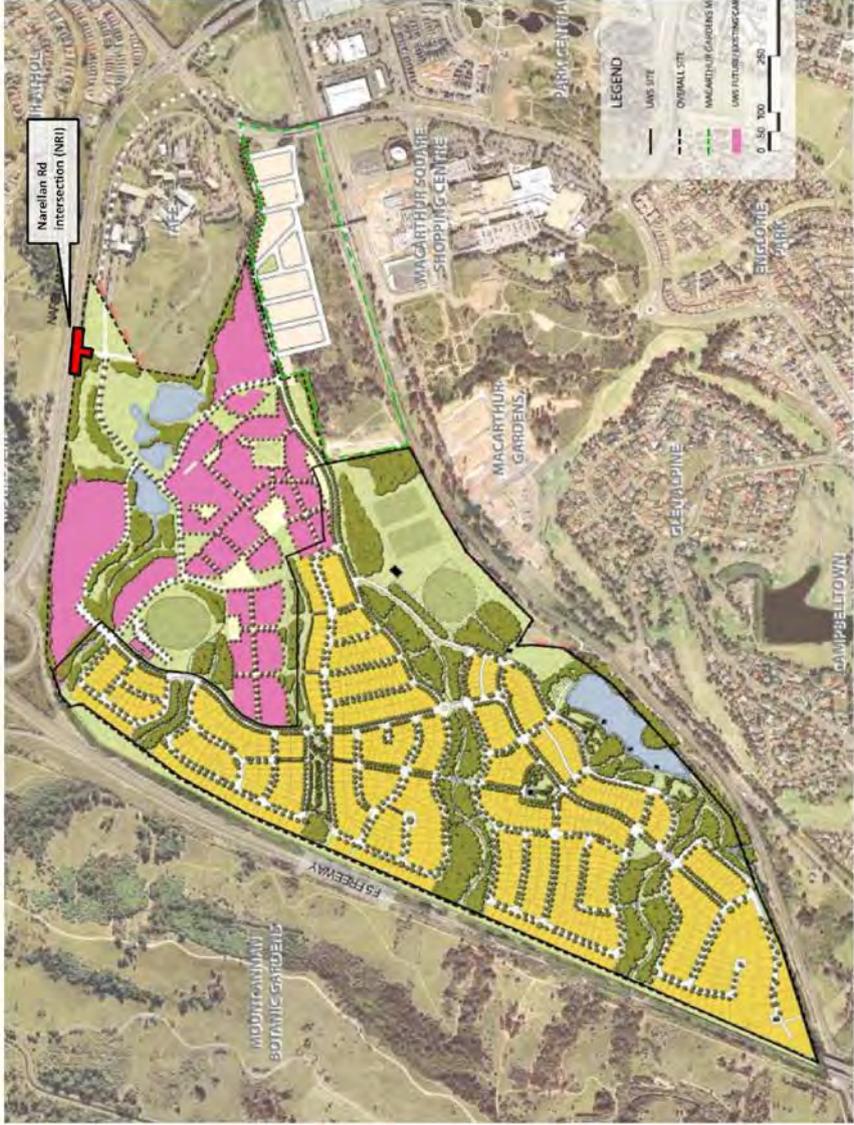
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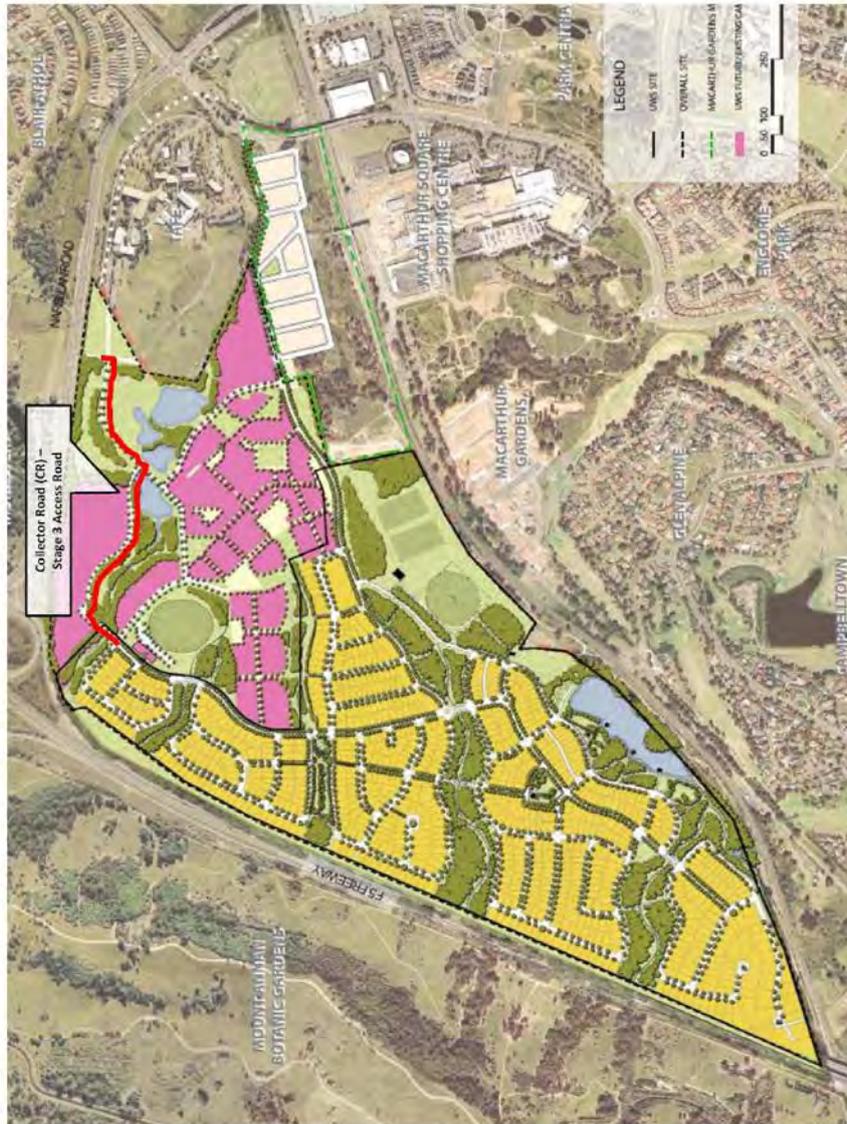
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Campbelltown City Council



University of Western Sydney Campbelltown Campus Project Planning Agreement



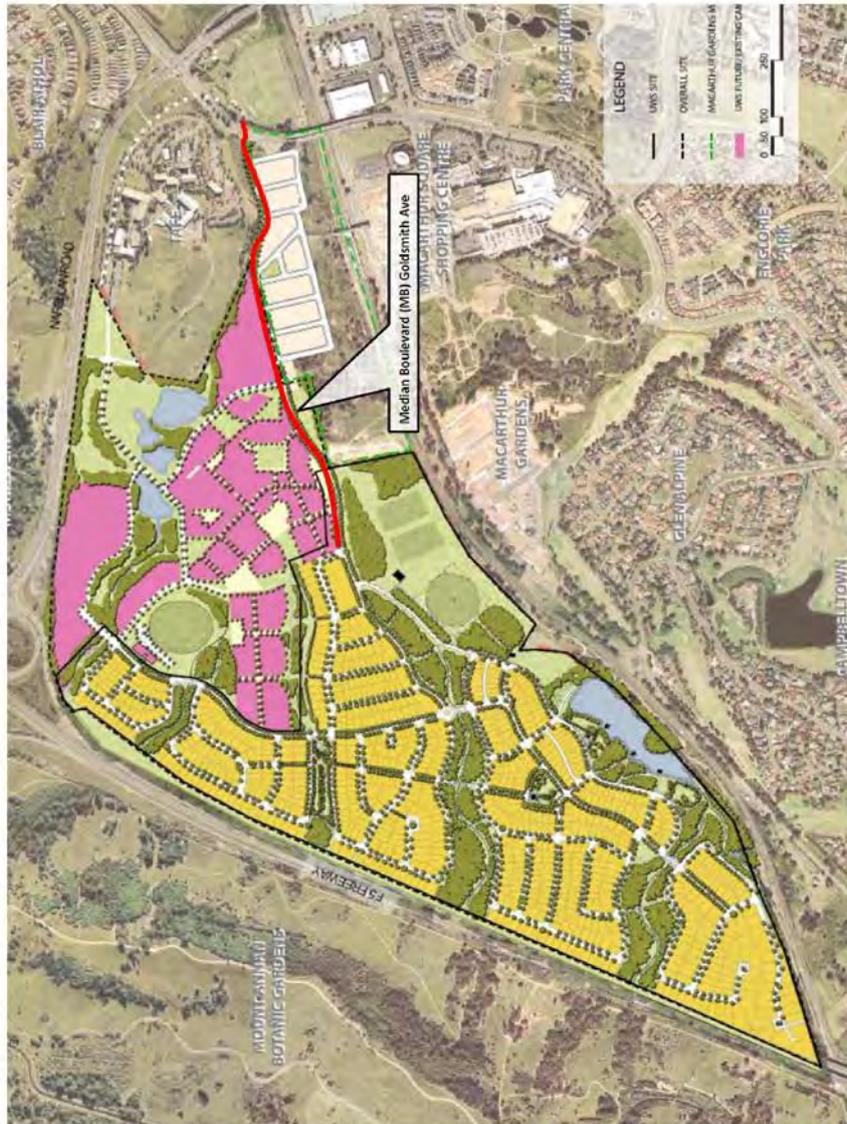
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Campbelltown City Council



University of Western Sydney Campbelltown Campus Project Planning Agreement



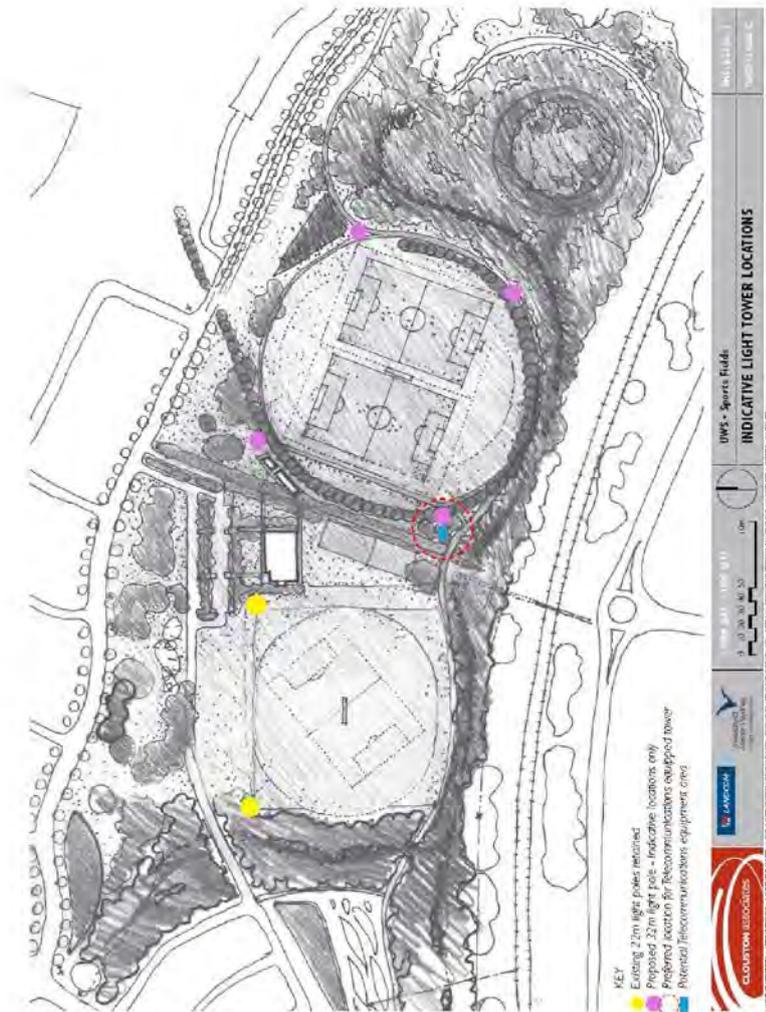
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Landcom (t/a UrbanGrowth NSW)  
Campbelltown City Council





**Schedule 5**  
(Schedule 3, Item 6)

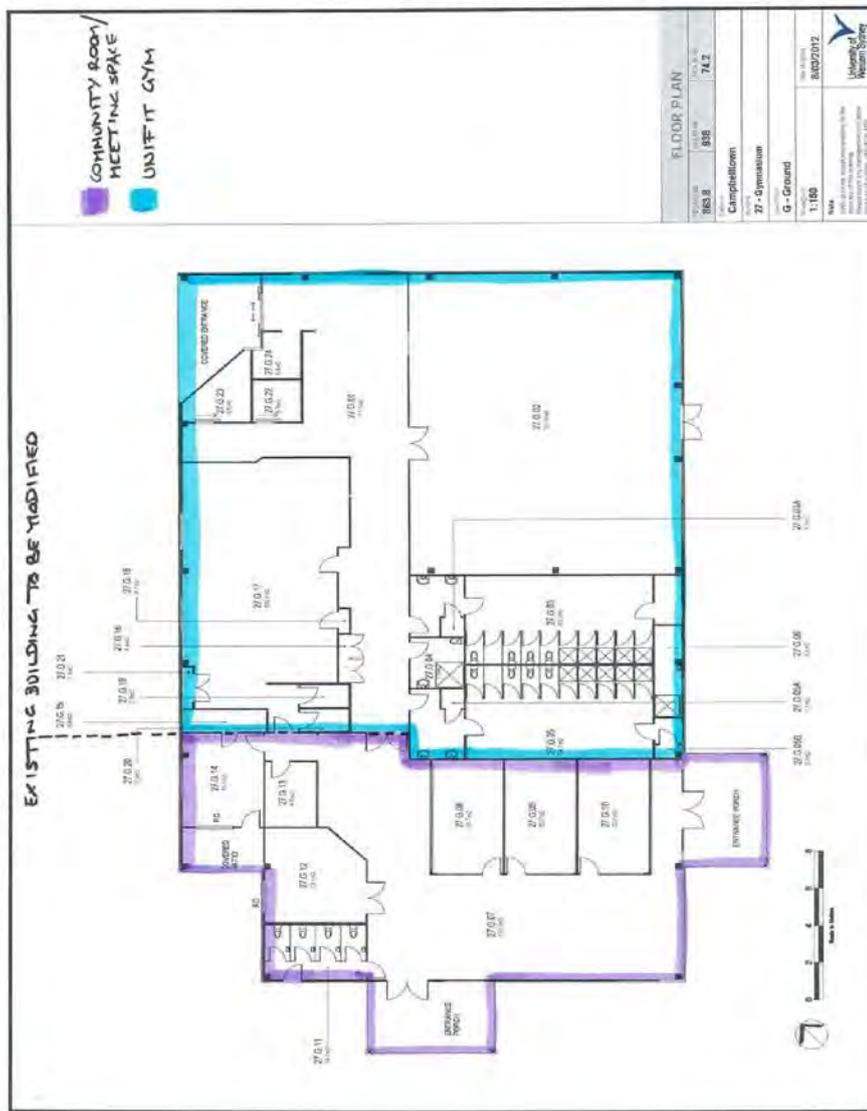
**Telecommunications Tower Plan**





**Schedule 6**  
(Schedule 3, Item 6)

**Part 1**  
**Gymnasium Floor Plan**





Part 2

Plan showing court area to be retained by UWS



University of Western Sydney Campbelltown Campus Project Planning Agreement



University of Western Sydney  
Landcom (t/a UrbanGrowth NSW)  
Campbelltown City Council

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## Execution

Executed as an Agreement

Dated:

---

Executed on behalf of the Council

---

General Manager

---

Witness/Name/Position

---

Executed on behalf of Landcom

Executed on behalf of Landcom by me, Sean O'Toole, Managing Director, as Delegate of Landcom and I hereby certify that I have no notice of revocation of such delegation:

---

Sean O'Toole /Managing Director

---

Witness/Name/Position

---

Executed on behalf of UWS in accordance with s127(1) of the Corporations Act (Cth) 2001



---

Name/Position

---

Name/Position

DRAFT



## **Appendix**

(Clause 51)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

## **Explanatory Note**

### **Draft Planning Agreement**

Under s93F of the *Environmental Planning and Assessment Act 1979*

### **Parties**

**University of Western Sydney** ABN 53 014 069 881 of Werrington North Campus, Building AD.G.37, St Marys NSW (**UWS**)

**Landcom (t/a UrbanGrowth NSW)** ABN 79 268 260 688 of Level 14, 60 Station Street, Parramatta NSW 2150 (**Landcom**)

**Campbelltown City Council** ABN 31 459 914 087 of Civic Centre, cnr Queen and Broughton Sts, Campbelltown NSW 2560 (**Council**)

### **Description of the Land to which the Draft Planning Agreement Applies**

Lot 4 DP 247902 owned by the University of Western Sydney.

Lot 63 DP 1104486 owned by University of Western Sydney

The part of Lot 64 DP 1104486 that forms Goldsmith Avenue owned by Landcom

Lot 5 DP 253700 owned by Minister for Education and Youth Affairs

Lot 7 DP 253700 owned by Landcom

### **Description of Proposed Development**

The development on the Land is to be carried out in stages generally as shown in the Development Area Plan.



## **Summary of Objectives, Nature and Effect of the Draft Planning Agreement**

### **Objectives of Draft Planning Agreement**

The objective of the Draft Planning Agreement is to provide funding for and construction of infrastructure and facilities to meet the Development, and dedication of land.

### **Nature of Draft Planning Agreement**

The Draft Planning Agreement is a planning agreement under s93F of the Environmental Planning and Assessment Act 1979 (Act). It is a voluntary agreement, under which the Developer makes Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) for various public purposes (as defined in s 93F(3) of the Act).

### **Effect of the Draft Planning Agreement**

The Draft Planning Agreement:

- relates to the carrying out by the Developer of the Development,
- excludes the application of s 94 and s 94A of the Act to the Development,
- does not exclude the application of s 94EF of the Act to the Development,
- requires dedication of land, carrying out of Works and payment of monetary development contributions in certain circumstances,
- is not to be registered on the title to the Land,
- imposes restrictions on the Developer transferring the Land or part of the Land or assigning an interest under the Agreement,
- provides a dispute resolution method for a dispute under the agreement, being mediation and expert determination,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the A New Tax System (Goods and Services Tax) Act 1999 (Cth) applies to the agreement.

## **Assessment of the Merits of the Draft Planning Agreement**

### **The Planning Purposes Served by the Draft Planning Agreement**

The Draft Planning Agreement:

- promotes and co-ordinates the orderly and economic use and development of the Land to which the Agreement applies,

**University of Western Sydney Campbelltown Campus Project Planning Agreement**



**University of Western Sydney**

**Landcom (t/a UrbanGrowth NSW)**

**Campbelltown City Council**

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- provides land for public purposes in connection with the Development,
- provides and co-ordinates community services and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

**[Drafting Note. Council to confirm the above.]**

**How the Draft Planning Agreement Promotes the Public Interest**

The Draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in a ss 5(a)(ii)-(v) and 5(c) of the Act.

**[Drafting Note. Council to confirm the above.]**

**For Planning Authorities:**

***Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities***

N/A

***Other Public Authorities - How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

***Councils - How the Draft Planning Agreement Promotes the Elements of the Council's Charter***

The Draft Planning Agreement promotes the elements of the Council's charter by:

**[Drafting Note. Council to complete]**

***All Planning Authorities - Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program***

**[Drafting Note. Council to complete]**

***All Planning Authorities - Whether the Draft Planning Agreement specifies that certain requirements must be complied with before issuing a construction certificate, subdivision certificate or occupation certificate***

This Draft Planning agreement contains requirements that must be complied with, namely the carrying out of Work and payment of monetary Development Contributions, before Subdivision Certificates may be issued.

## ATTACHMENT 3



Urban  
Growth  
NSW

# Infrastructure Services Delivery Plan UWS Project

June 2013 Draft C

A document prepared to describe the Items of Works listed in Schedule 3 of the Planning Agreement between University of Western Sydney, UrbanGrowth NSW and Campbelltown Council

## Document Status

Revision	Author	Reviewer/Approver	Comments
	Name	Name	
Draft A	Peter Lawrence	Peter Lawrence Vy Nguyen	Draft issued to UWS and Mick Owens for comment 30 October 2012.
Draft B	Peter Lawrence Vy Nguyen	Peter Lawrence	Issued to Campbelltown City Council for information.
Draft C	Vy Nguyen	Peter Lawrence	Title and format revised as Infrastructure Services Delivery Plan. Issued to Campbelltown City Council with Planning Agreement (Draft) LAN_LAN00807_070.doc on 30 July 2013.

Draft

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## Purpose

The UWS Project Infrastructure Services Delivery Plan (ISDP) is a document which provides greater detail in respect to the items of work to be delivered by way of the Planning Agreement between the University of Western Sydney (UWS), UrbanGrowth NSW and Campbelltown City Council.

The ISDP is a defined term in the Planning Agreement and is specifically referenced in that document as follows:-

1. In Schedule 3 to Clause 9 of the Planning Agreement which lists the Items of Works to be delivered as Development Contributions; and
2. In Clause 10.2 which provides that the content of the ISDP can be considered in determining whether to approve a variation to the scope or timing for the provision of Development Contributions under the Planning Agreement.

To assist in the interpretation and implementation of the Planning Agreement, this ISDP includes:-

- A more detailed description of the scope of works and/or concept plans showing the general location and configuration of works on the site. This is consistent with and in some cases provides more detail than the Plan at Schedule 4 of the Planning Agreement.
- A budget estimate (ex. GST) for the delivery of the item based on the scope of works or concept plans referenced, and
- A discussion confirming the rationale for the staging or delivery of each item of works based on either a lot threshold or Stage (or sub-stage) of works.

In reading this document, the following should be noted:-

- The Description of the Works outlines the scope of works proposed to be delivered.
- The proposed costs are estimates and are provided only for information purposes. The estimated budgets are outlined to give an understanding and context to the scope of works proposed. There is nothing to stop the same works being delivered at a reduced cost if efficiencies can be negotiated at tender or through the detailed design stage. On the other hand, works will not be reduced if the tendered cost exceeds the budget estimate for the carrying out of works on site, but not for monetary contributions.
- The discussion on costs provided for each Item of Works in this ISDP does not include maintenance and defects liability periods, both of which are covered separately in the Planning Agreement.
- The estimated budget for the delivery of each item excludes an allowance for contingency, professional fees and development application fees. Items identified in the Scope of Works (in Column 3 of Schedule 3 of the Planning Agreement) may be varied or substituted with Works of equivalent value but only with the Agreement of all parties to the Planning Agreement.

- Items identified in the Scope of Works (Schedule 2 of the Planning Agreement) may be varied or substituted with Works of equivalent value but only with the agreement of all parties to the Planning Agreement.

## Proposed development

The UWS site incorporates a majority of land within a triangular area bounded by the Hume Highway, Narellan Road, Gilchrist Drive and the Main Southern Railway Line with the notable exception of the TAFE Campus.

The residential development is approximately 118 hectares. The development proposes around 850 dwellings with associated open space, community facilities and service infrastructure.

## Timing

The timing of provision or hand over of the works is based on Schedule 3 of the Planning Agreement with the expectation that, in most cases, the Items of Works nominated will be either progressively handed over prior to the release of the Subdivision Certificate for the relevant Development Area or based on a lot threshold. However, it is recognised that the Development Areas identified in the indicative sequencing plan should only be treated as indicative and it may become necessary to modify the sequencing based on the delivery of the proposed development from time to time with the agreement of Council under Clause 9 of the Planning Agreement. Items of material public benefit will be provided in conjunction with the relevant development area.

Draft

## Part A

### Development Contributions – Carrying Out of Works

The following lists the items of works and a discussion on the scope, budget and staging in order as they appear in Schedule 3 of the Planning Agreement.

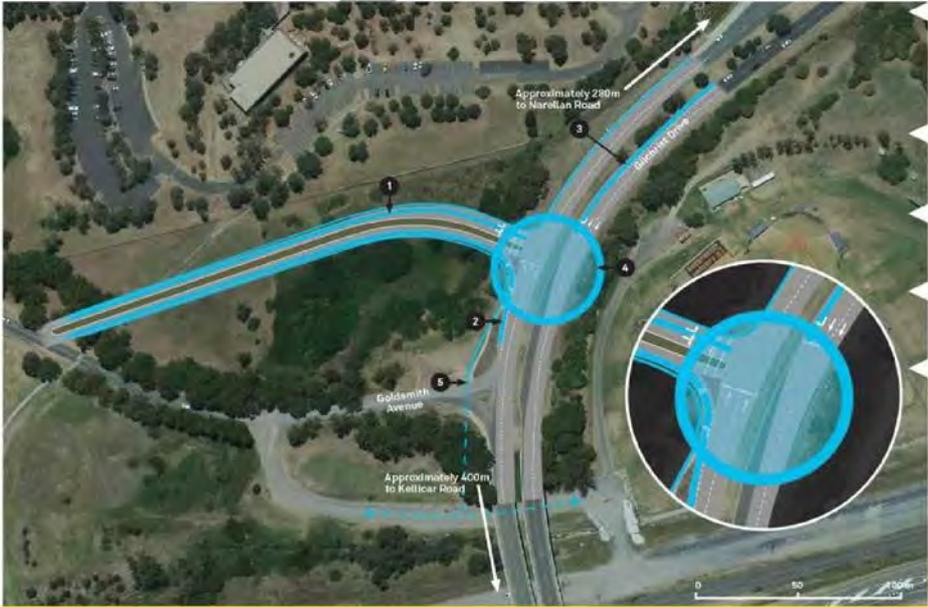
#### 1. Gilchrist Drive Intersection (GDI)

Public Purpose:	Roads and intersection upgrade.
Staging Rational / Development Area:	Works associated with Gilchrist Drive Intersection will be complete for the release of the Subdivision Certificate for the sub-stage in Stage 1b as this will be the intersection into the site for the commencement of development.
Description of Works	The development will provide for the relocation of the Gilchrist Road/Gilchrist Drive intersection (north of its current location) and will include the introduction of traffic signals to provide four way movements into and from the site including a separate right hand turn lane from Gilchrist Drive into the site and a short left turn slip lane from Gilchrist Drive into Goldsmith Ave. UrbanGrowth NSW/UWS will also provide for the provision of a shared cycle/pedestrian path to connect to the existing one on Gilchrist Drive and offset works being extension of the left hand turn lane to feed into the existing dual left turn lanes into Narellan Road.
Core Elements	As described above.
Estimated Works Value:	The scope of works above includes works required to cater for the proposed development, Macarthur Gardens North site and growth of the academic campus. The estimated cost to undertake the works as identified above is approximately \$1,800,000.

The plan below shows the location of the Gilchrist Drive Intersection (GDI).



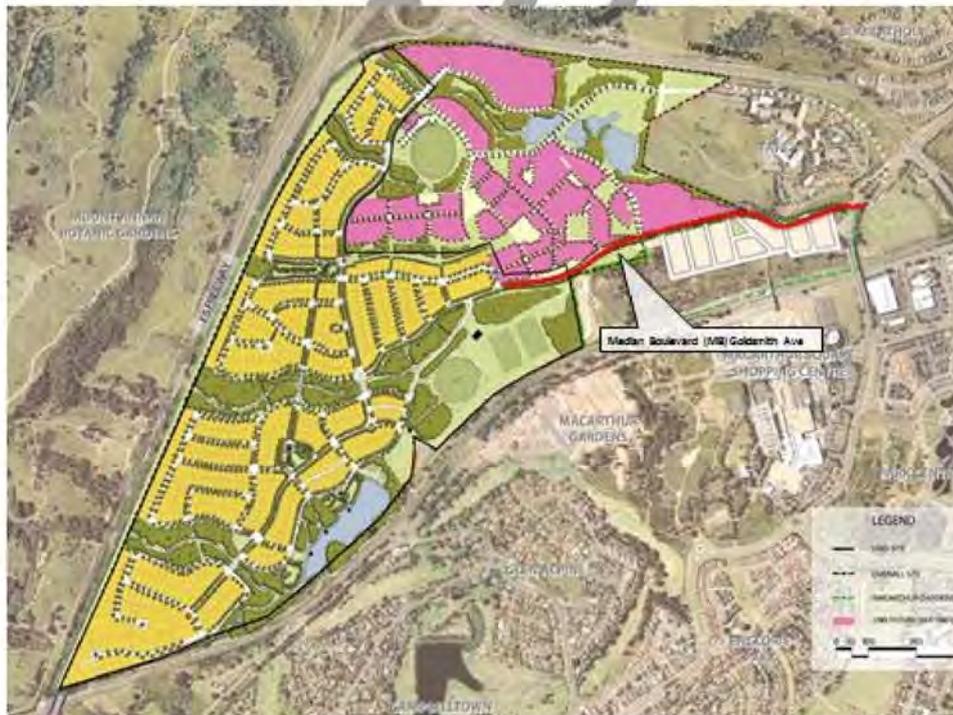
The concept plan of the intersection is shown in the diagram below.



2. Goldsmith Ave (MB)

Public Purpose:	Roads
Staging Rational / Development Area:	Works associated with the delivery of Goldsmith Ave will be completed by the Subdivision Certificate for sub-stage Stage 1d.
Description of Works	Goldsmith Ave will have a varied treatment depending on the road section through the entry, campus or sports precinct, with the intention of slowing traffic and crossing pedestrians in front of the school of medicine/campus precinct. The concept design of Goldsmith Ave was included in the first Development Application.
Core Elements:	Goldsmith Ave - This will be a signature entry road for the subdivision and University and will comprise a landscaped boulevard with tree lined footpath areas and centre planted median capable of achieving connecting canopies over the carriageway. The carriageway will be one trafficable lane in each direction with no provision for parking. On road cycle ways will be located within the carriageway. A new temporary access will be provided from Goldsmith Ave for access to Gilchrist Oval.
Estimated Works Value:	The estimated cost for the construction of Goldsmith Ave is approximately \$3,700,000.

The plan below shows the indicative location of Goldsmith Ave (MB).



## 3. Main Ridge Park (MRP)

Public Purpose:	Open space
Staging Rational / Development Area:	Works associated with Main Ridge Park will be complete for the release of the Subdivision Certificate for the final sub-stage in Stage 1d.
Description of Works:	The development of Main Ridge Park (west of Road No 1) will comprise a series of terraces for informal and passive recreation with open lawns and tree planting for shade, together with barbecue facilities and a sculptural play area. It will transition from formal areas adjacent to Road No 1 in the east to natural areas of planting in the west and the terraces will follow the underlying topography of the ridge. The terraces will be retained by rock walls.
Core Elements:	<p>The sculptural play area will double as a public art piece. A shelter and BBQ area will also be provided in this eastern part of the Park. The western part of the park will include a table and seating. A plan of the design included in the Development Application Plan already submitted to Council is at <b>Appendix 3-A</b>.</p> <p>The works also include construction of an adjoining pedestrian access through the Stage 1 subdivision to the park. This work will include concrete stairs 2.5m wide with centre rail and edge landscaping.</p>
Estimated Works Value	The estimated cost to undertake this work as outlined above is approximately \$1,300,000.

The plan below shows the indicative location of Main Ridge Park.



## 4. Narellan Road Intersection (NRI)

Public Purpose:	Roads and intersection upgrade
Staging Rational / Development Area:	UrbanGrowth NSW/UWS will facilitate the dedication to Council of road works within the TAFE/UWS entry by the registration of the 381 <sup>st</sup> lot.
Description of Works:	The intersection works and land required for dedication are generally consistent with the traffic report prepared by AECOM.
Core Elements:	Roads and Maritime Services are constructing the intersection works. UrbanGrowth NSW and UWS are making a monetary contribution for those works. Once complete, the road works will be dedicated to Council as public road.
Estimated Works Value:	Not applicable

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The plan below shows the location of the Narellan Road Intersection (NRI).



Approximately 680m to Hume Highway Interchange

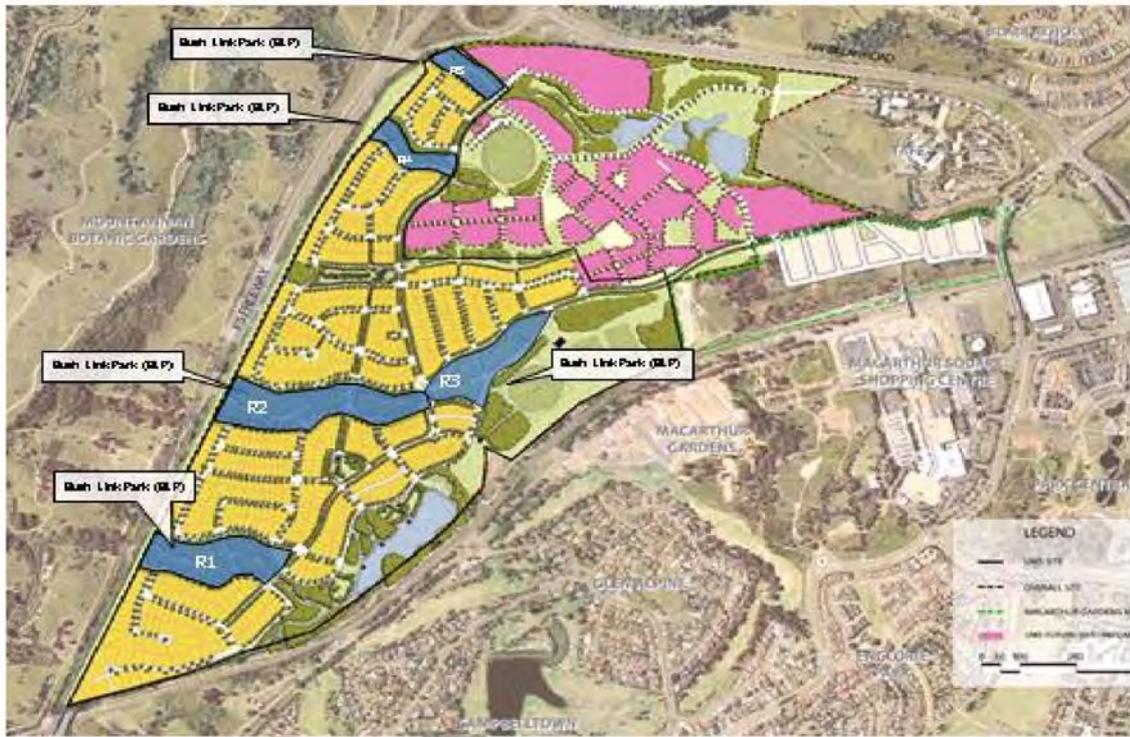
Approximately 850m to Gilchrist Drive



## 5. Green Corridors (R1 – R5)

Public Purpose:	Open space and drainage
Staging Rational / Development Area:	<p>Works associated with the Bush Link Parks will be complete for the release of the Subdivision Certificate for the final sub-stage or Stage as follows:-</p> <p>R2 &amp; R3 - (Located between Stages 1 and 4) - Subdivision Certificate for final sub-stage in Stage 4.</p> <p>R4 &amp; R5 - Subdivision Certificate for Stage 3.</p> <p>R1 - (Located between Stages 4 and 5) - Subdivision Certificate for final sub-stage in Stage 5.</p>
Description of Works:	The development of the various Green Corridors will include bushland management and revegetation, construction of cycle ways, pedestrian bridges, seating, signage and rain gardens. Works may also include creek line stabilisation works and construction of weirs, pools and riffles as required.
Core Elements:	As above
Estimated Works Value	The estimated cost to undertake the works as identified above is approximately \$6,400,000.

The plan below shows the indicative location of Bush Link Parks.



## 6. Sports Precinct (SP)

Public Purpose:	Open Space
Staging Rationale / Development Area:	<p>Works to the Sports Precinct will be delivered by the registration of the 581st lot. In the interim, the existing sports field and facilities will be adequate for the initial releases.</p> <p>Please note that the UWS will separately hold discussions with Council in regards to an in perpetuity lease for the reasonable use of the Sports Precinct by the University during core semester periods, prior to dedication to Council.</p> <p>The plan below shows the location of the Sports Precinct.</p>
Description of Works:	<p>The development of the Sports Precinct is intended to provide the structured active recreation and community uses for the residential and campus components of the development. Concept Plans showing the general configuration of uses in this area are at <b>Appendix 6-A</b>.</p>
Core Elements:	<ul style="list-style-type: none"> <li>▪ Conversion of the existing oval as a training ground (retain existing flood lighting to field and ensure lighting achieves a minimum of 50 lux).</li> <li>▪ Conversion of the golf driving range area to competition standard ovals including flood lights to a 100 lux standards, irrigation, drainage and turfing. The playing surface may be raised above low intensity flood events subject to the achievement of required stormwater detention/storage in the basins.</li> <li>▪ A new access driveway and adjacent 90 degree sealed car park for 80 cars defined by a kerb line will be provided for use by visitors to the sport fields, community meeting space and gymnasium (including any other commercial use of the building or adjoining area).</li> <li>▪ Seating benches, table/seats, bollards, bins &amp; drinking fountains.</li> <li>▪ Playground (under 5 years old) including slides, swings, incidental seating and soft fall.</li> <li>▪ A new amenities building incorporating team change rooms, canteen, toilets and storage (see <b>Appendix 6-B</b> for conceptual layout and siting options).</li> <li>▪ The use of part of the existing Gym Building as a community room/meeting space (see <b>Appendix 6-C</b> for plans showing the area to be designated for community room/meeting space and area to be retained by UWS for the existing gym and outdoor exercise area).</li> <li>▪ 2 courts (either netball, tennis or similar).</li> <li>▪ The Gym building, amenities building and car park area are to be linked by pedestrian paths with bollard or other appropriate security lighting.</li> <li>▪ Construction works may include retaining structures as well as bio-retention basins. Works may also include widening and/or realignment of the detention</li> </ul>

	<p>bund walls to improve recreation spaces as well as bush regeneration and creek works (excluding Bow Bowling Creek which is addressed separately in this ISDP).</p> <p>Should Council not proceed with the separate acquisition of the remainder of the Unifit Gym building, the following areas will be excluded from dedication to Council:-</p> <ul style="list-style-type: none"> <li>• That part of the Unifit Gym building fitoutted out as a gymnasium, change rooms and ancillary functions. In this event, it is intended to subdivide the existing Gym building and adjoining court exercise area as nominated on the plans to remain in UWS ownership. Appropriate access between the car park and building shall be nominated as required on any plan of subdivision to create the lot to be dedicated to Council. That part of the building nominated as community/meeting, together with the sports field land will be dedicated to Council space (as shown on the plans already referenced at <b>Appendix 6-C</b>).</li> </ul> <p>For clarity, the following areas will be excluded from dedication to Council:-</p> <ul style="list-style-type: none"> <li>• A small area adjacent to the playing fields will not be dedicated and remain in the UWS ownership to meet existing commercial arrangements to erect a telecommunications tower required to meet cellular coverage requirements in the area. The telecommunications tower will double as a flood light pole for the sport fields, and licences will be granted in Council's favour for access and maintenance of the lighting. The location for the telecommunications tower and ancillary equipment rooms is shown on the concept plan referenced at <b>Appendix 6-A</b>.</li> </ul>
<p>Estimated Works Value:</p>	<p>The estimated cost for the delivery of the Sports Precinct inclusive of amenities building and an allowance for works to enable strata of the community meeting room/space within the existing Gym Building as outlined above is approximately \$5,500,000.</p> <p>The costs exclude reconstruction of Bow Bowling Creek and construction of the Macarthur Regional (Cycle) Trail and upgrades or work to the regional detention basins, which are separately addressed in this document.</p>

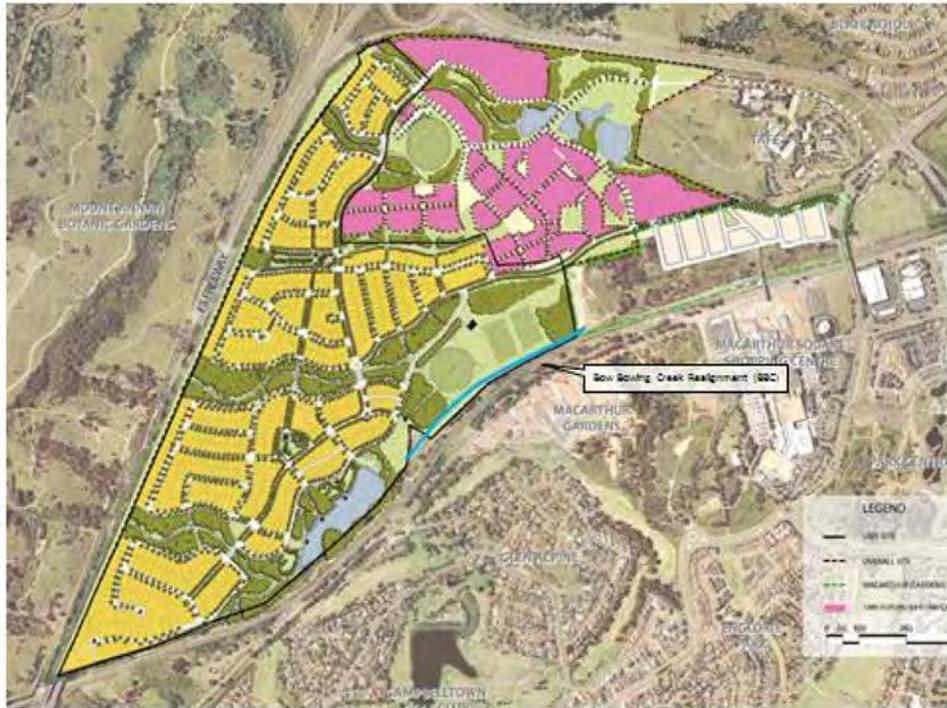
The plan below shows the location of the Sports Precinct (SP).



## 7. Bow Bowling Creek (BBC)

Public Purpose:	Drainage
Staging Rational / Development Area:	Works associated with Bow Bowling Creek realignment and naturalisation will occur in conjunction with works to the Sports Precinct and Harrison's Dam Precinct. Bow Bowling Creek will be complete by the registration of the 741st lot.
Description of Works:	The development with the Harrison's Dam Recreation Park Precinct and Sports Precinct will include works to Bow Bowling Creek and re-vegetation of riparian corridors.
Core Elements:	<p>Bow Bowling Creek is generally contained within a concrete channel through the site. The works to Bow Bowling Creek will include the realignment of the creek where it traverses across the former golf driving range to run adjacent to the railway line.</p> <p>Works will be carried out to return the channel to a more natural creek line and may include installation of rock to create pools and riffles, weed eradication and planting either side of the Creek within the Sports Precinct and Harrison's Dam Recreation Park Precinct. The works will generally cease adjacent to the existing Macarthur Gardens North site after it ties back into the more natural Bow Bowling Creek line.</p>
Estimated Works Value:	The estimated costs to undertake this work as outlined above is approximately \$2,100,000.

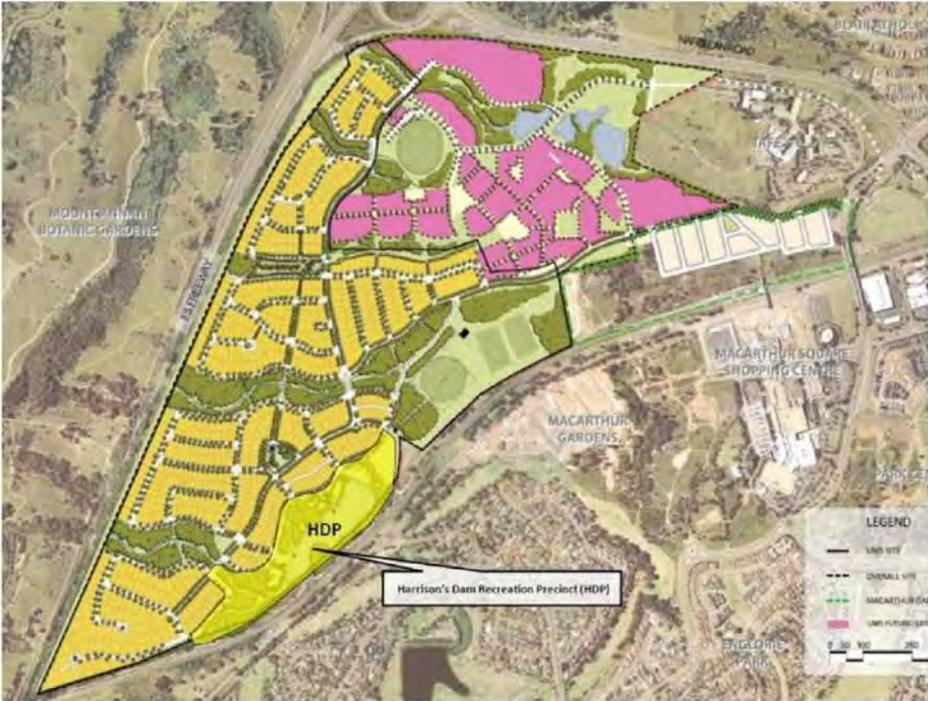
The plan below shows the indicative location of Bow Bowing Creek (after the proposed re-alignment).



## 8. Harrison's Dam Recreation Park (HDP)

Public Purpose:	Park and open space
Staging Rationale / Development Area:	Works to the Harrison's Dam Precinct will be delivered by the registration of the 741st lot.
Description of Works:	The development of the Harrison's Farm Dam Recreation site is intended to provide a significant focal point for passive recreation pursuits centred around Harrison's Farm Dam. Concept Plans prepared for this area are at <b>Appendix B-A</b> which show the general configuration of uses within this Precinct.
Core Elements:	<ul style="list-style-type: none"> <li>▪ Two (2) picnic shelters (with roof structure) and facilities including BBQs.</li> <li>▪ Bench seating, bins, bubbler and bike racks.</li> <li>▪ Children's Playground (5 to 12 years) including slides, swings, incidental seating, soft fall and shade structure.</li> <li>▪ Lakeside edge walk adjacent to section of northern bank and separate boardwalk area to west of dam.</li> <li>▪ Pedestrian paths and bridge linking facilities with signage.</li> <li>▪ Construction of retaining walls and rain gardens as required.</li> <li>▪ Regeneration, revegetation and planting of retained remnant Cumberland Plain Woodland.</li> <li>▪ Provision of lawn areas.</li> </ul>
Estimated Works Value:	The estimated cost for the Harrison's Farm Dam Recreation Park as outlined above is approximately \$3,900,000. The costs exclude reconstruction of Bow Bowling Creek, works to Harrison's Dam bund wall for detention and construction of the Macarthur Regional Recreation Trail (cycleway), which are all addressed separately below.

The plan below shows the location of the Harrison's Dam Recreation Park (HDP).



## 9. Macarthur Regional Recreation Trail (MRT)

Public Purpose:	Cycleway
Staging Rationale / Development Area:	Works for key sections of the Macarthur Regional Recreation Trail will occur in conjunction with works to the Sports Precinct and Harrison's Farm Dam Recreation Park Precinct. All sections of the Trail are to be complete for the release of the Subdivision Certificate for the final sub stage in Stage 5b. The plan below shows the indicative location of the Macarthur Regional Recreation Trail.
Description of Works:	The development of the Macarthur Regional Recreation Trail (cycleway) through the site will deliver an important link in the planned shared pedestrian and cycleway trail connecting Camden and the Macarthur Railway Station.
Core Elements:	<p>Works to be delivered include construction of a 3.5m wide concrete cycleway from the Hume Highway adjacent to the Australian Botanic Gardens through the Harrison's Farm Dam Recreation Park Precinct and Sports Precinct as an off road construction up to the boundary of the existing Macarthur Gardens North land.</p> <p>From this point, and as an interim solution, the Macarthur Regional Recreation Trail will connect to an "on road" cycle way provided within the Goldsmith Ave reservation through to Gilchrist Drive. In the longer term, the Macarthur Regional Trail will be extended "off road" through the Macarthur Gardens North site adjacent to Bow Bowling Creek to link with Macarthur Railway Station as part of the development of Macarthur Gardens North land.</p>
Estimated Works Value:	The estimated cost for the construction of the trail within the UWS residential project is approximately \$2,000,000. This cost includes construction a 3.5m wide path and pedestrian/cycle bridges as required through the Sports Precinct and Harrison's Dam Precinct.

The plan below shows the indicative location of the Macarthur Regional Recreation Trail.



## 10. Knoll Park (KP)

Public Purpose:	Open Space
Staging Rational / Development Area:	Works associated with Knoll Park will be complete for the release of the Subdivision Certificate for the final sub-stage in Stage 4a.
Description of Works:	The development of Knoll Park will include earthworks to produce recreation and lawn areas defined by paths and retaining walls. The park will include seats, a shelter, bubbler and signage. Concept Plans prepared for this area are at <b>Appendix 10-A</b> .
Core Elements:	The knoll park is a structured lawn area and lawn terraces areas for passive recreation. The park will incorporate edge landscaping and pathways. A focal feature will be provided comprising pavement art, treatment or similar.
Estimated Works Value:	The estimated cost to undertake this work, as outlined above is approximately \$700,000.

Draft

The plan below shows the indicative location of Knoll Park.



11. Flood Detention Basins (FDB)

Public Purpose:	Drainage
Staging Rational / Development Area:	Works associated with Flood Detention Basins will be complete for the release of the Subdivision Certificate as per the recommendations in the Flood Report prepared for each Stage.
Description of works	The existing detention structures including Harrison's Dam Wall and basin walls (located at the north eastern end of both the playing field and golf driving range) will be upgraded as required to cope with dam break scenario. The works will focus on strengthening, modifying outlets and slightly increasing the height of the detention structures (i.e. bund walls) as identified in the flood mitigation report.
Core Elements:	As described above.
Estimated Works Value:	The estimated total cost to undertake the works as identified above is approximately \$2,200,000.

The plan below shows the indicative location of Flood Detention Basins.



## 12. Local and Collector Roads (CR)

Public Purpose:	Roads
Staging Rational / Development Area:	<p>Works associated with the delivery of local roads and collector roads within each stage will generally be complete for the release of the Subdivision Certificate for the final sub stage in each Stage.</p> <p>Works associated with the construction of the Stage 3 access road linking Stage 3 with William Downes Drive has been modelled by AECOM and is not required until the 700th lot.</p>
Description of Works:	The development will include the creation of local and collector roads to be dedicated to Council. The roads within each of the Stages will be designed in accordance with UrbanGrowth NSW's Street Design Guidelines as varied to meet local environmental factors (such as wider roads for bushfire access) and will be constructed to Council standards within each Stage.
Core Elements:	<p>Parts of the two collector roads linking with the surrounding road network and the residential stages (ie the William Downes Drive part of the Stage 3 Access Road) will be constructed to different standards from UrbanGrowth NSW's Street Design Guidelines as follows:-</p> <p>William Downes Drive and Stages 2 and 3 Collector Road - This existing William Downes Drive connects the intersection at Narellan Road with the campus development and is one trafficable lane in each direction. The road has no kerb or kerbside parking. Drainage is by grass swale adjacent to the road pavement.</p> <p>It is proposed to maintain the existing road profile of William Downes Drive generally between the intersection of the Collector Road which will access Stage 3 and the roundabout located toward the Narellan Road frontage and subject to any widening proposed as part of the Narellan Road entry works discussed in Section 9.</p> <p>The Collector Road from its intersection with William Downes Drive to Stage 3 will be as per the UrbanGrowth NSW Street Design Guidelines.</p>
Estimated Works Value:	The estimated cost for the construction of the Stage 2 and 3 Collector Road including William Downes Drive and other local bridges / culverts is \$4,900,000.

The plan below shows the indicative location of the Stage 2 and 3 Collector Road including William Downes Drive. Other local and collector roads (including bridges / culverts) are not shown.



## Part B Development Contributions – Monetary Contributions

### 13. Macarthur Station Access

Purpose of Monetary Contribution	<p>There is currently pedestrian access for students, academics and visitors between Macarthur Railway Station and the TAFE and UWS campuses which will be impacted at the time that the Macarthur Gardens North project is delivered. Development Consent (F549/2033 and G111/2003) for the Macarthur Regional Centre Master Plan Condition No. 9 outlines that an agreement shall be developed for the pedestrian bridge linking to the railway station.</p> <p>It is intended that construction of the pedestrian upgrades to the railway station be undertaken by the developer of the Macarthur Gardens North site. The UWS Residential Project will make a contribution for this pedestrian upgrade of \$100,000 to the developer of the Macarthur Gardens North site.</p>
Payment Rational	<p>Payment of the contribution will be made to coincide with the construction of the pedestrian upgrades on the Macarthur Gardens North site, or by the final release of the subdivision for Stage 5, whichever occurs first.</p>

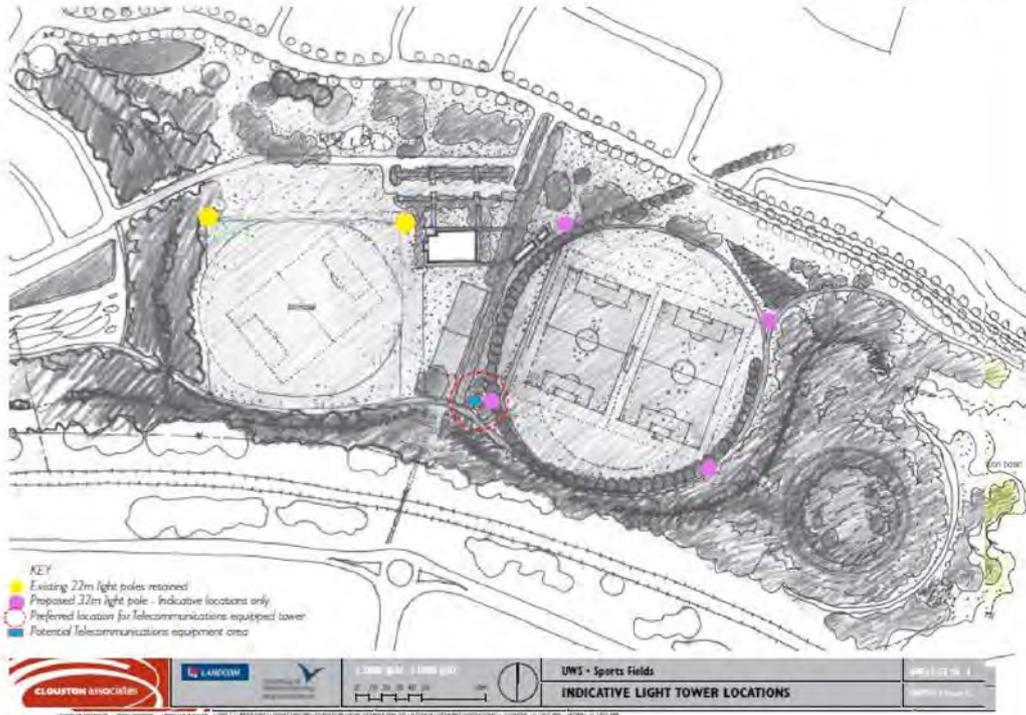
### 14. Narellan Road Intersection

Public Purpose:	Roads and intersection upgrade
Staging Rational / Development Area:	UrbanGrowth NSW/UWS has an agreement with the Roads and Maritime Services to pay a monetary contribution for intersection works of \$2.8M by November 2015.
Description of Works:	Intersection works at the entry of UWS and TAFE being carried out by Roads and Maritime Services
Core Elements:	Intersection works at the entry of UWS and TAFE being carried out by Roads and Maritime Services
Estimated Works Value:	The monetary contribution as identified above is \$2,800,000.



Appendix 6-A

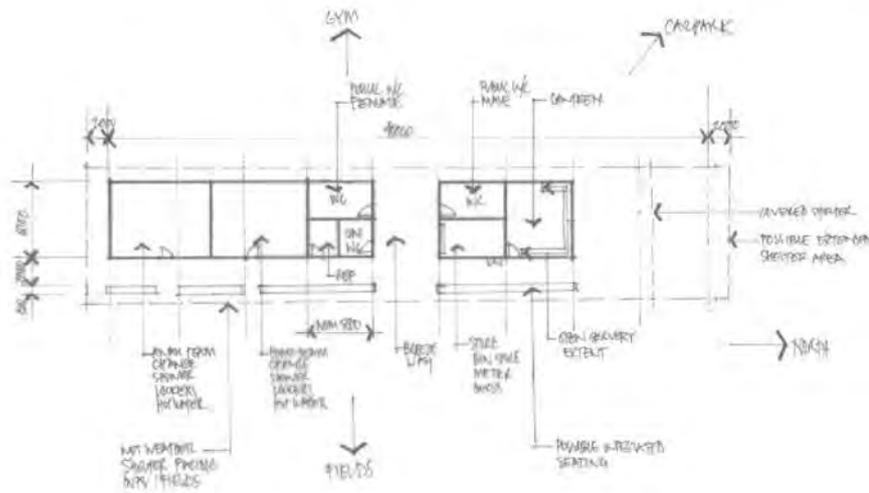
ISDP UWS Project June 2013



Appendix 6-B

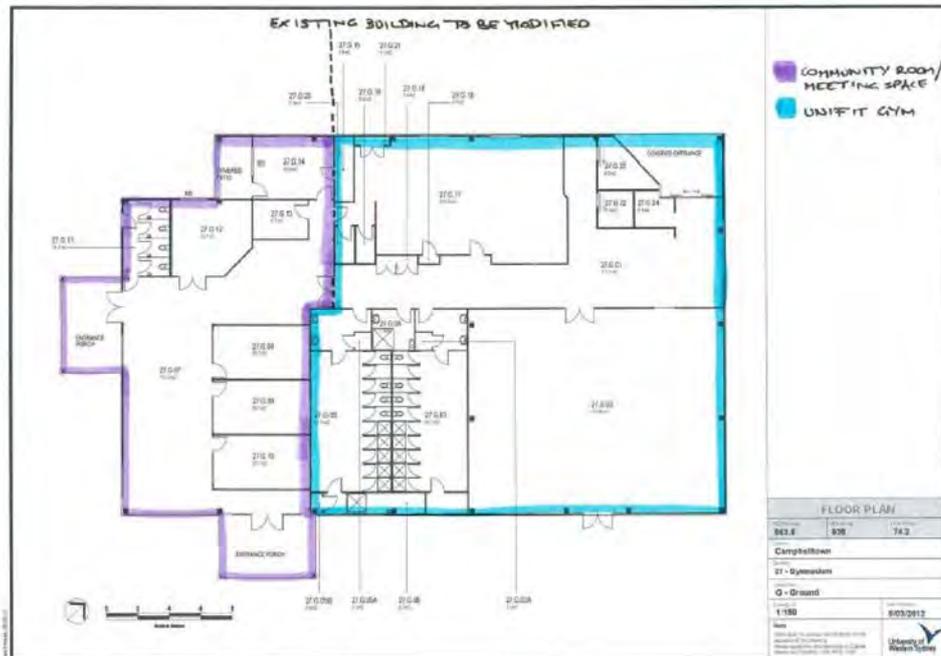
ISDP UWS Project June 2013





Nominal building layout  
6m wide x 5m module.  
Similar to other landmark projects

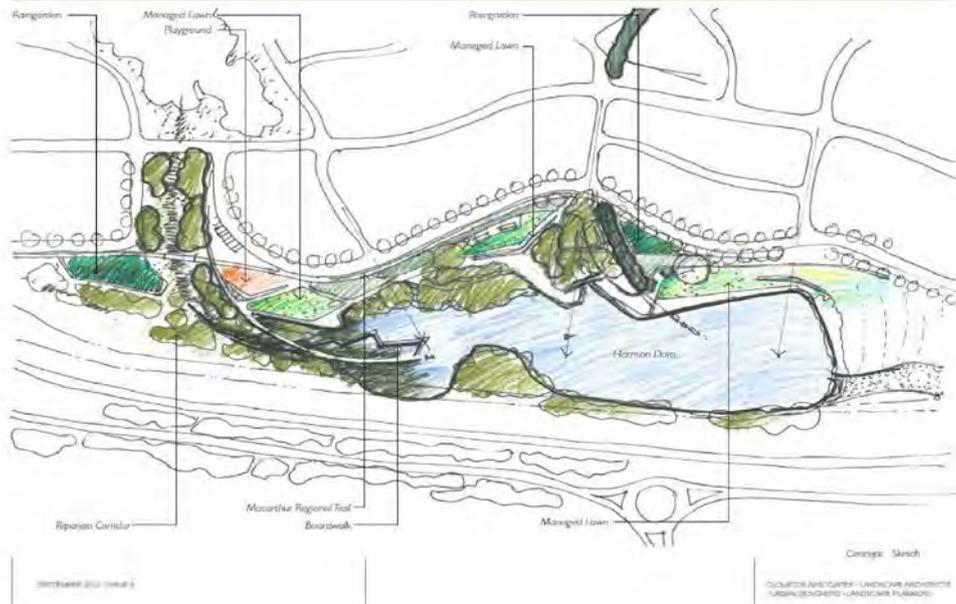
			10th Ave, 11th St		UWS - Sports Fields	2013.02.28
					<b>INDICATIVE AMENITIES BUILDING LAYOUT</b>	2013.07.17 Issue 0



FLOOR PLAN		
Sheet No.	843.8	828 743
Location	Campbelltown	
Project	21 - Sports Hub	
Level	0 - Ground	
Scale	1:150	9/03/2012
Drawn by	[Name]	
Checked by	[Name]	
Approved by	[Name]	
City of Campbelltown	[Logo]	



CONCEPT



CONCEPT

