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Renwick Planning Agreement

Under s93F of the Environmental Planning and Assessment Act 1979

Landcom

Wingecarribee Shire Council

Dated: 11 September 2008

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ABN 15 695 894 345



Planning Agreement

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

Parties

Landcom of Level 2, 330 Church Street, Parramatta, New South Wales 2150 (**Developer**)

Wingecarribee Shire Council of Civic Centre, Elizabeth St Moss Vale, New South Wales, 2577 (**Council**)

Background

- A The **Minister for Community Services (Minister)** is the owner of the Land, and wishes to develop the Land.
- B The Developer has agreed to undertake the development of the Land on behalf of the Minister.
- C The Developer proposes to lodge the Development Application with Council.
- D The parties anticipate that the Development Consent for each Precinct may contain a condition requiring the provision of a Public Facility.
- E The Developer is prepared to make Development Contributions in connection with the carrying out of Development in accordance with this Agreement.
- F Under s79C of the Act, the Council or any other person acting as the consent authority (within the meaning of the Act) must take this Agreement into consideration when determining a Development Application.

Operative Provisions

1 Definitions and Interpretation

1.1 In this Agreement the following definitions apply:

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

Accompanying DA means the development application number LUA07/0946 lodged with Council.

Business Day means a day that is not a public holiday or a Saturday or Sunday in the State of New South Wales.

Capital Contributions means the Public Facilities specified or described in Part A of Schedule 4.

Compliance Certificate means a compliance certificate within the meaning of s109C(1)(a)(i) of the Act to the effect that work has been completed as specified in the certificate and complies with the plans and specifications the subject of the relevant development consent for the work.

Consumer Price Index means the Consumer Price Index (All Groups) for Sydney published quarterly by the Australian Bureau of Statistics.



Contribution Value means the amount specified in Column 5 of Schedule 4 in relation to a Public Facility specified in Column 1 of that Schedule, being the value of the Developer's provision under this Agreement determined in accordance with clause 11 of this Agreement but subject to clause 39 of this Agreement.

Defects Liability Period means:

- (a) in relation to Items 2 to 9 in Part C of the Table to Schedule 4, the period of 2 years; or
- (b) in relation to all other Public Facilities, the period of 12 months,

on and from the date on which the Developer gives the Council a Compliance Certificate under clause 17 of this Agreement.

Development means the development of the Land described in Schedule 3.

Development Application means an application or applications by the Developer to the Council for development consent to carry out the Development on the Land, and includes the Accompanying DA.

Development Consent means a development consent granted under the Act to the Development Application.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for or applied towards a public purpose.

External Infrastructure means the Public Facilities specified in Part B of Schedule 4, as generally described in Schedule 8.

Final Lot means a lot to be created in the Development for separate occupation and disposition not being:

- (a) a lot created by a subdivision of the Land that is to be dedicated or otherwise transferred to the Council, or
- (b) a lot created by a subdivision of the Land which may be further subdivided.

Instrument Change means *Wingecarribee Local Environmental Plan 1989 (Amendment No.125)*.

Land means the proposed Lots 3, 4 and 5 in Plan of Subdivision of Lot 1 DP 1074502, Lot 100 DP869890 and Lot 20 DP848478 as shown on the plan in Schedule 1..

Land Use Map means the map in Schedule 2, being the map accompanying the Instrument Change.

Leisure Centre means the Public Facility referred to in Items 4 to 8 of Part A of the Table to Schedule 4.

Leisure Centre Contributions means the monetary contributions required to be made in relation to the Leisure Centre as set out in Column 4 of the Table to Schedule 4.

LEP means *Wingecarribee Local Environmental Plan 1989*.



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

Planning Agreement means the provisions of this Agreement under which the Developer is required to make Development Contributions in connection with the carrying out of the Development.

Precinct means a precinct in the Development as shown on the map in Schedule 5.

Precinct Infrastructure means the Public Facilities specified in Part C of Schedule 4 as generally described in Schedule 8.

Project Completion means the sale or other disposition by the Minister of the whole of the Land or the completion of the Development.

Provision, in relation to the making of a Development Contribution, means the Developer's provision under this Agreement.

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

Public Purpose means any purpose that benefits the public or a section of the public, including but not limited to a purpose specified in s93F(2) of the Act.

Rectification Certificate means a Compliance Certificate within the meaning of s109C(1)(a)(v) of the Act to the effect that work the subject of a Rectification Notice has been completed in accordance with that Notice.

Rectification Notice means a notice in writing that identifies a defect in a work and requires rectification of the defect within a specified period of time.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

Relevant Precinct means in relation to any Public Facility noted in Column 1 of the Table to Schedule 4, the Precinct, if any, specified in Column 4 of the Table to Schedule 4 which corresponds to that Public Facility.

Subdivision Certificate has the same meaning as in the Act.

Work means the physical result of any building, engineering or construction 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 in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

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



- 1.2.4 A reference in this Agreement 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 any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.6 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.10 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to a gender denotes the other gender.
- 1.2.11 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.12 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.13 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- 1.2.14 Any schedules, appendices and attachments form part of this Agreement.

2 Application of this Agreement

This Agreement applies to the Development.

3 Status of this Agreement

- 3.1 This Agreement applies to the Development.
- 3.2 Until the Planning Agreement operates, this Agreement constitutes the Developer's irrevocable offer to enter into the Planning Agreement if Development Consent is granted to the Development.
- 3.3 The Planning Agreement operates only if:
 - 3.3.1 Development Consent is granted to the Accompanying DA, subject to a condition imposed under s93I(3) of the Act requiring the Planning Agreement to be entered into,
 - 3.3.2 The Planning Agreement is entered as required by clause 25C(1) of the Regulation, and



3.3.3 The Developer gives the Council notice of its intention to commence the Development pursuant to section 81A(c) of the Act.

4 Further Agreements Relating to this Agreement

- 4.1 The Parties are to enter into such further agreements as are expressly required to be entered by this Agreement.
- 4.2 The Parties may, at any time, enter into such other agreements relating to any matter the subject of this Agreement that they consider are necessary or desirable in order to give effect to this Agreement.
- 4.3 An agreement referred to in clause 4.1 or 4.2 is not to be inconsistent with this Agreement.
- 4.4 Without limiting clause 4.1 or 4.2, an agreement may relate to:
 - 4.4.1 the particulars of any Public Facility required by this Agreement to be made available for a public purpose,
 - 4.4.2 the location at which a Public Facility is to be provided and the time at which and the manner in which it will be made available,
 - 4.4.3 the particulars of any Work required by this Agreement to be undertaken by the Developer, and
 - 4.4.4 the time at which and the manner in which a Work is to be handed over to the Council.

5 Acknowledgement of the Developer's role

- 5.1 The parties specifically acknowledge and agree as follows:
 - 5.1.1 the Developer is retained by the Minister to act as the Minister's development manager in relation to the Development,
 - 5.1.2 The Minister has appointed the Developer as the true and lawful attorney of the Minister to do all things and to execute all documents and instruments reasonably required to be done or executed in connection with the carrying out of the Development to Project Completion without limitation, and the Council is to raise no objection in that regard.

6 Application of s94 and s94A of the Act to the Development

For the purposes of s93F(5) of the Act, this Agreement excludes the application of s94 and s94A of the Act to the Development.

7 Effect of Development Consents on the Development

- 7.1 If Development Consent is granted to the Development subject to a condition imposed under s80A(1) of the Act requiring the Developer to carry out Work for a Public Purpose, the value of the Developer's Provision is to be reduced by the value of the Work.



- 7.2 For the purpose of clause 7.1, the value of the relevant Work is to be determined in accordance with clause 11 of this Agreement.
- 7.3 If clause 7.1 applies, the Parties, acting in good faith and using their best endeavours, are to agree on an appropriate adjustment of the Developer's obligations under this Agreement to give effect to that subclause.

8 Provision of Development Contributions under this Agreement

- 8.1 The Developer is not required to provide any Development Contribution under this Agreement unless:
 - 8.1.1 the Planning Agreement operates as referred to in clause 3.3;
 - 8.1.2 any Development Consent that is required for the Relevant Precinct is granted; and
 - 8.1.3 Council provides evidence satisfactory to the Developer, to confirm that a potable water supply is available to the entire Development.
- 8.2 Subject to this Agreement, the Developer is to make a Development Contribution towards each Public Facility specified in Column 1 of Schedule 4 at or before the time specified in Column 4 in relation to the Public Facility, and, in relation to Monetary Contributions, to the Contribution Value specified in Column 5 of that Schedule.
- 8.3 A Development Contribution referred to in clause 8.1 is to be made:
 - 8.3.1 for the Public Purpose specified in Column 2 of Schedule 4 in relation to the relevant Public Facility, and
 - 8.3.2 in the form specified in Column 3 of Schedule 4 in relation to the relevant Public Facility.
- 8.4 A Development Contribution comprising the carrying out of a Work in relation to a Public Facility specified in Column 1 of Schedule 4 is to be carried out in accordance with any agreement entered into by the Parties under clause 4 of this Agreement.
- 8.5 Except as otherwise provided by this Agreement, a Development Contribution made under this Agreement is made in full and final satisfaction of all costs and expenses required to be borne by the Developer of and incidental to the Provision of the Public Facility specified in Column 1 of Schedule 4 to which it relates.

9 Application of Development Contributions by the Council

- 9.1 The Council must apply a Development Contribution made by the Developer under this Agreement towards the Public Facility for which it is made and at the locations, in the manner and to the standards required by or under this Agreement.
- 9.2 The Council is to make each such Public Facility available for the Public Purpose relating to that facility and in the manner that best meets the demand for the facility created by the Development.

10 Accelerated Performance of Developer's Provision Under this Agreement

- 10.1 If, at any time during the carrying out of the Development, the total value of all Development Contributions made by the Developer exceeds the value that is required by this Agreement to be made at that time, the Developer is not

required to make any further Development Contributions until the excess value has been extinguished as the Development is further carried out.

- 10.2 Clause 10.1 does not apply if the Developer is in breach of this agreement or would become in breach of this Agreement by reason of the failure to make a further Development contribution.

11 Determination of Value

- 11.1 For the purposes of this Agreement, the Parties acknowledge that the Contribution Value in respect of a Public Facility specified in Column 1 of Schedule 4, is the value at the date of the execution of this Agreement, and is determined as follows:

11.1.1 where the Development Contribution is in the form of a monetary contribution, the Contribution Value is the dollar value of the monetary contribution,

11.1.2 where the Development Contribution is in the form of the dedication of land, the Contribution Value is the estimated amount of compensation to which the Developer would be entitled under the Land Acquisition (Just Terms Compensation) Act 1991 upon the compulsory acquisition of the land,

11.1.3 where the Development Contribution is in the form of Works, the Contribution Value is the estimated value of the completed works determined using the method that would be adopted by a suitably qualified quantity surveyor, and all costs associated with the provision of the completed works including the costs of design, project management, consultants and any fees and charges incurred by the Developer,

11.1.4 where the Development Contribution is not one to which clause 11.1.1-11.1.3 applies, the Contribution Value is the dollar amount as agreed between the Parties.

- 11.2 The value of any aspect of the Developer's Provision to be determined for purpose of this Agreement is taken to be the value determined, at the date specified by this Agreement or otherwise by agreement of the Parties, in accordance with clauses 11.1.1-11.1.3 as if a reference to the Contribution Value was a reference to the value of the aspect required to be determined.

12 Register of Development Contributions

- 12.1 The Council, at its own cost, is to keep a written register of the Development Contributions made by the Developer under this Agreement.

- 12.2 The register is to contain (but is not limited to) particulars of the following:

12.2.1 each Development Contribution made,

12.2.2 the form of the Development Contribution,

12.2.3 whether the Development Contribution relates to Capital Contributions, External Infrastructure or Precinct Infrastructure,

12.2.4 the date on which the Development Contribution is made,

12.2.5 the value of the Development Contribution,



- 12.2.6 a running total of the value of all Development Contributions made by the Developer,
- 12.2.7 a calculation of whether, at the date a Development Contribution is made, the total value of all Development Contributions made by the Developer exceeds the value that is required by this Agreement to be made at that date, and
- 12.2.8 particulars of any Development Contributions that are required by this Agreement to have been made that the Developer has not made.
- 12.3 The Developer is entitled, at no charge, to inspect and make a copy of the register created in compliance with clause 12.1 on any Business Day, provided that it has given the Council a minimum of 10 Business Days written notice of its intention to inspect the register.
- 12.4 The register is to be conclusive evidence of the matters referred to in clause 12.2 and any other matters it contains relating to the making of Development Contributions by the Developer under this Agreement.
- 12.5 Clause 24 of this Agreement applies to any dispute between the Council and Landcom as to the contents of the Register.

13 Monetary Contributions

- 13.1 A Monetary Contribution is made for the purposes of this Agreement when cleared funds are deposited by means of electronic funds transfer into a bank account nominated by the Council.
- 13.2 Where a rate is specified, Monetary Contributions payable by the Developer under this Agreement may be paid at the rate specified in Column 4 of Schedule 4 in respect each Final Lot or as a lump sum.
- 13.3 The Developer is to give the Council not less than 5 working days written notice of:
 - 13.3.1 its intention to pay a Monetary Contribution,
 - 13.3.2 the Public Facility to which the Monetary Contribution relates, and
 - 13.3.3 the amount proposed to be paid.
- 13.4 The Developer is not required to pay a Monetary Contribution under this Agreement unless the Council, after having received the Developer's notice under clause 13.3, has given to the Developer a tax invoice for the amount of the contribution that the Developer intends to pay.
- 13.5 The Developer is not in breach of this Agreement if it fails to pay a Monetary 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 the Developer.
- 13.6 The Monetary Contributions, other than the Leisure Centre Contributions, are to be indexed quarterly in accordance with the Consumer Price Index between the date 12 months after the date on which the Planning Agreement becomes operational pursuant to clause 3.3, and the date on which the Monetary Contribution is made in accordance with clause 13.1.

14 Leisure Centre Monetary Contributions

- 14.1 In this clause:



Alternative Public Facility means the different Public Facility referred to in clause 14.5.

Developer's Offer means an offer to make a contribution towards an Alternative Public Facility under clause 14.5

Substantially Commenced, in relation to the Leisure Centre, means the time when the construction of footings for the Leisure Centre is complete.

- 14.2 The Developer is not required to make the Leisure Centre Contributions unless and until construction of the Leisure Centre has Substantially Commenced..
- 14.3 The Council, by written notice to the Developer, is to inform the Developer when the construction of the Leisure Centre has been Substantially Commenced.
- 14.4 The Council is to allow the Developer to inspect the Leisure Centre work upon the giving of reasonable notice by the Developer to the Council at any time after the Developer receives a notice referred to in clause 14.3.
- 14.5 If construction of the Leisure Centre has not Substantially Commenced by 31 January 2010, the Developer may, by written notice to the Council, offer to make a Development Contribution towards a different Public Facility to the Leisure Centre, being a facility that:
 - 14.5.1 provides a direct benefit to, and promotes the healthy living objectives of the Development, and
 - 14.5.2 is to be located in, or in the locality of, the Development.
- 14.6 If the Council issues a notice under clause 14.3 (even if that notice is provided after 31 January 2010) the Developer cannot make the Developer's Offer.
- 14.7 The value of the Developer's Offer is not required to exceed \$2,000,000.00.
- 14.8 The Council may accept or reject the Developer's Offer by written notice to the Developer, which must be provided within 60 days of the date on which the Developer's Offer is made.
- 14.9 The Council must reject the Developer's Offer, if the Leisure Centre has been Substantially Commenced after the Developer's Offer is made.
- 14.10 Upon receipt of the Council's acceptance of the Developer's Offer, the Developer is released from any obligation under this Agreement to provide the Leisure Centre Contributions and becomes subject to an obligation under this Agreement to provide Development Contributions towards the Alternative Public Facility in accordance with the terms of the Developer's Offer.
- 14.11 If the Leisure Centre has not been Substantially Commenced, and the Council has not accepted the Developer's Offer by the time specified for the delivery of Item A8 in Column 4 of Schedule 4, the Developer is under no obligation to make either the Leisure Centre Contributions, or Development Contributions towards the Alternative Public Facility.
- 14.12 The Leisure Centre Contributions are to be indexed quarterly in accordance with the Consumer Price Index between the date 12 months after the date on which the Council provides the notice referred to in clause 14.3, and the date on which the Leisure Centre Contributions are made in accordance with clause 13.1.



14.13 The Development Contributions towards the Alternative Public Facility are to be indexed quarterly in accordance with the Consumer Price Index between the date 12 months after the date on which the Council provides notice that it accepts the Developer's Offer and the date on which those Development Contributions are made in accordance with clause 13.1.

14.14 A disagreement between the parties regarding whether construction of the Leisure Centre has Substantially Commenced is a dispute for the purposes of clause 24.

15 Landscape Maintenance

15.1 Prior to the dedication and hand-over to Council of the first of the Public Facilities specified as Items 2 to 9 inclusive in Part C of the Table to Schedule 4 under this Agreement, a Landscape Maintenance Agreement will be entered into between Council and the Developer so that the Developer will administer the establishment and maintenance of the landscaping of those Public Facilities from the date of the issue of a Compliance Certificate for the Work in relation to each Public Facility for a period of 2 years.

15.2 If, by Project Completion, the landscaping of any Public Facility covered by the Landscape Maintenance Agreement has been maintained by the Developer for a period of less than 2 years, the Developer shall continue to maintain that Public Facility until it has been maintained for a 2 year period.

15.3 If the Developer reasonably considers it appropriate, the Developer can elect to continue under the Landscape Maintenance Agreement pursuant to clause 15.1 for a longer period than that outlined in clause 15.1 but has no obligation to do so.

15.4 For the avoidance of doubt the Parties agree that this clause 15 will not merge on completion.

16 Dedication of Land

16.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer title to the land to the Council when registered.

16.2 To allow for the registration of an instrument of transfer referred to in clause 16.1, the Developer is to:

16.2.1 produce to the Land Titles Office the certificate of title to land to be dedicated under this Agreement or a direction allowing the certificate of title to be used for that purpose, and

16.2.2 hereby give the Council an irrevocable undertaking to deliver to the Council the certificate of title if that certificate is released to the Developer by the Land Titles Office.

16.3 Except as provided by clause 16.4, land that is required by this Agreement to be dedicated to the Council is to be dedicated at such time as is agreed in writing between the Parties.

16.4 Where the Developer is required by this Agreement to carry out any Work on land that is also required to be dedicated to the Council under this Agreement, the Council is to accept the dedication of the land at the same



time as it is required, in accordance with clause 17.3, to accept the hand-over of the Work by the Developer.

17 Carrying Out & Hand-over of Work

- 17.1 A Development Contribution comprising the carrying out of a Work is made for the purposes of this Agreement when the Council accepts the hand-over of the Work in accordance with this clause.
- 17.2 Subject to this Agreement, when the Developer considers that a Work relating to a Public Facility specified in Column 1 of the Table to Schedule 4 is complete, the Developer is to give to the Council a Compliance Certificate relating to the Work.
- 17.3 The Council is to accept the hand-over by the Developer of a Work that is the subject of a Compliance Certificate within 28 days of the date on which the Developer provides a copy of the Compliance Certificate to Council.
- 17.4 On hand-over of the Work, the Council accepts ownership, possession and control of the Work.

18 Rectification of Defects

- 18.1 During the Defects Liability Period, the Council may give to the Developer a Rectification Notice, which the Developer must comply with at its own cost according to the terms of the Notice.
- 18.2 When the Developer considers that rectification is complete, the Developer may give to the Council a Rectification Certificate relating to the Work the subject of the relevant Rectification Notice.
- 18.3 A Rectification Certificate discharges the Developer from any further obligation to comply with a Rectification Notice.
- 18.4 If the Developer does not comply with a Rectification Notice, then the Council may have the defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.

19 Developer May Review Draft Determinations Relating to the Development

- 19.1 Before determining a Development Application or an application under s96 of the Act relating to the Development, the Council is to give to the Developer a copy of its proposed determination including, if applicable, the terms and condition upon which any Development Consent is proposed to be granted.
- 19.2 The Developer may make a written request to the Council that it modify or abandon the proposed determination not more than five working days from receipt of the proposed determination under clause 19.1.
- 19.3 The Council is to properly consider a request made by the Developer under clause 19.2 before it makes any further decision in relation to the determination.

20 Development of Adjoining Land

- 20.1 This clause applies to the development by the Developer of any land that adjoins or is adjacent to the Land where:
 - 20.1.1 s94 of the Act is not excluded from applying to that development by a planning agreement or otherwise, and



20.1.2 development consent is granted to that development subject to a condition requiring the making of Development Contributions under s94 or s94A of the Act.

20.2 The Council is to accept the value of the Developer's Provision under this Agreement as an offset to the value of Development Contributions required to be made in respect of development by the Developer of any land that adjoins or is adjacent to the Land.

21 Explanatory Note Relating to this Agreement

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

21.2 Pursuant to 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 the Planning Agreement.

22 No Registration of this Agreement

The Parties agree not to register this Agreement under s93H of the Act.

23 Review of this Agreement

23.1 The Parties, acting in good faith and using their best endeavours, agree to review this Agreement every 3 years, and more frequently if either party is of the opinion that any change of circumstance has occurred that materially affects the operation of this Agreement.

23.2 For the purposes of clause 23.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.

24 Dispute Resolution

24.1 Should a dispute arise under this Agreement, the relevant senior staff member of each Party shall meet in an attempt to resolve the dispute.

24.2 If the dispute remains unresolved for a period of 14 days from the date that a Party first raises the issue about which there is a dispute, then the relevant General Manager of the Developer and the General Manager of the Council shall meet in an attempt to resolve the dispute.

24.3 If the dispute is not resolved within a further 28 days, either Party may refer the dispute to mediation and

24.3.1 the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales; and

24.3.2 the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.

24.4 Any information or documents prepared for the mediation and disclosed by a representative under this clause:

24.4.1 must be kept confidential; and

24.4.2 other than as may be required by law, may not be used except to attempt to settle the Dispute.



- 24.5 Each party to a Dispute must bear its own costs of resolving the Dispute under this clause and, unless the parties to the Dispute otherwise agree, must bear equally the cost of any mediator engaged.
- 24.6 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

25 Enforcement & Security for Performance

- 25.1 The Developer is not to carry out any part of the Development if the Developer is in breach of the Planning Agreement.
- 25.2 Without limiting any other remedies available to the Parties, this Agreement may be enforced by either Party in any court of competent jurisdiction.
- 25.3 For the avoidance of doubt, nothing in this Agreement prevents:
 - 25.3.1 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,
 - 25.3.2 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.

26 Notices

- 26.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - 26.1.1 Delivered or posted to that Party at its address set out in Schedule 7.
 - 26.1.2 Faxed to that Party at its fax number set out in Schedule 7.
 - 26.1.3 Emailed to that Party at its email address set out in Schedule 7.
- 26.2 If a Party gives the other Party 5 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 26.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
 - 26.3.1 If it is delivered, when it is left at the relevant address.
 - 26.3.2 If it is sent by post, 2 business days after it is posted.
 - 26.3.3 If it is 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.
 - 26.3.4 If it sent by email, as soon as it enters the mail server serving the recipient.
- 26.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 4.30pm 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.

27 Approvals and Consent

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. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

28 Sale of the Land

28.1 The Developer agrees not to sell the Land or part of the Land, other than a Final Lot created pursuant to the any consent granted to the Development Application, unless:

28.1.1 it has, at no cost to the Council, first procured the execution by the person with whom it is dealing of a Deed in favour of the Council in the form set out in Schedule 6,

28.1.2 the Council, by notice in writing to the Developer, has stated that evidence satisfactory to the Council has been produced by the Developer to show that the purchaser of the Land or part is reasonably capable of performing its obligations under the Deed set out in Schedule 6, and

28.1.3 the Developer is not in breach of this Agreement.

28.2 The Developer is not obliged to procure the agreement referred to in clause 28.1.1 if that part of the Land being sold is a Final Lot.

29 Costs

The Parties agree to bear their own costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.

30 Entire Agreement

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

31 Further acts

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.

32 Governing Law and Jurisdiction

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

33 Joint and Individual Liability and Benefits



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

34 No Fetter

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

35 Representations and Warranties

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

36 Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

37 Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

38 Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. 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.

39 GST

39.1 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 in respect of the Taxable Supply.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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.

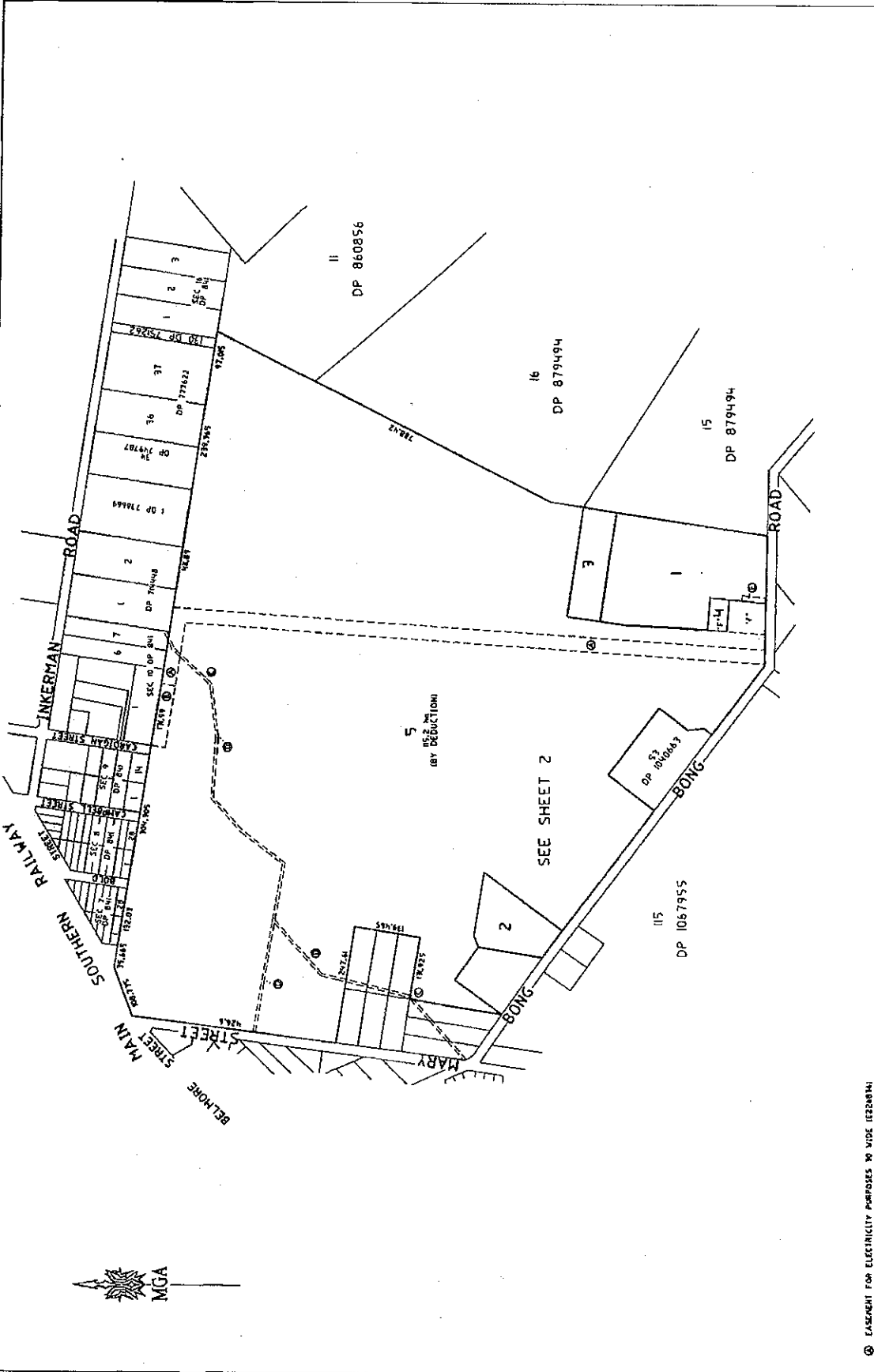
Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 39.2 Subject to clause 39.4, 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.
- 39.3 Clause 39.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 39.4 No additional amount shall be payable by the Council under clause 39.2 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.
- 39.5 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:
 - 39.6 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
 - 39.7 that any amounts payable by the Parties in accordance with clause 39.2 (as limited by clause 39.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 39.8 No payment of any amount pursuant to this clause 39, 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 a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 39.9 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.
- 39.10 This clause continues to apply after expiration or termination of this Agreement.



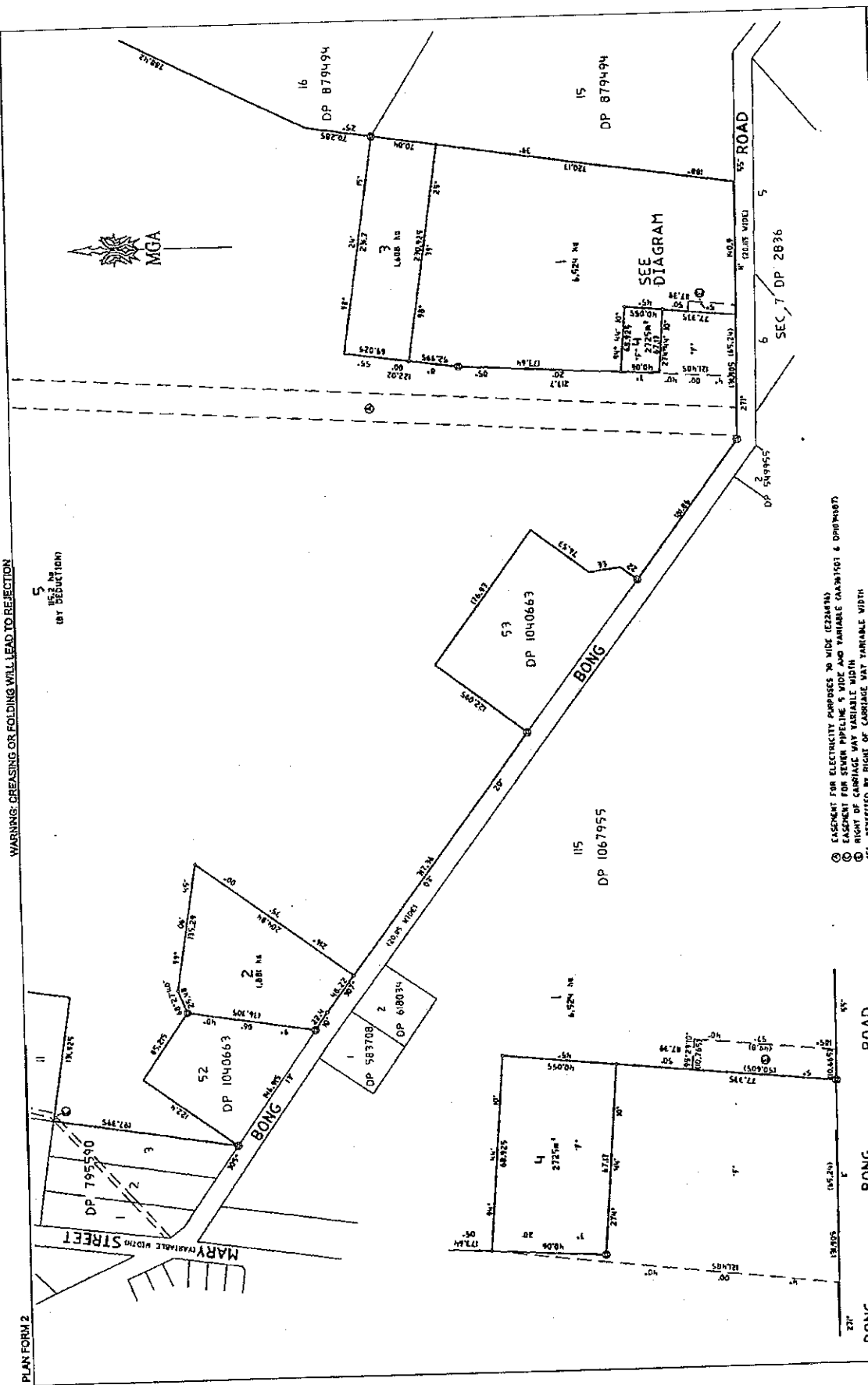
Schedule 1
(Clause 1.1)

The Land



<p>10 20 30 40 50 60 70 80 90 100 110 120 130 140 150</p>	<p>Scale: 1:5000 LGA: WINGECARRIBEE Locality: MITTAGONG Subdivision: Lengths are in metres, Reduction Ratio: 1:5000</p>	<p>DP</p>
<p>Surveyor: BENJAMIN JOHN CUMMINS Date of Survey: 09/01/2015 Surveyor's Ref: 000187LS-DP</p>	<p>Subdivision of LOT 1 in DP 1074502, LOT 20 in DP 848478 AND LOT 100 in DP 869890</p>	<p>DP</p>

- ⊙ EASEMENT FOR ELECTRICITY PURPOSES 30 MIDE (E22048)
- ⊙ EASEMENT FOR WATER PURPOSES 30 MIDE (E22048)
- ⊙ EASEMENT FOR SEWER PIPELINE 5 MIDE AND VARIABLE (A215703 & D215703)
- ⊙ EASEMENT FOR SEWER PIPELINE 5 MIDE AND VARIABLE (A215703 & D215703)
- ⊙ RIGHT OF CARRIAGE WAY VARIABLE WIDTH
- ⊙ RIGHT OF CARRIAGE WAY VARIABLE WIDTH
- ⊙ RIGHT OF CARRIAGE WAY VARIABLE WIDTH



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2

5
1/2" = 10'
ON 5/5/2010

- ⊗ EASEMENT FOR ELECTRICITY PURPOSES 30' WIDE (2224874)
- ⊙ EASEMENT FOR GAS PIPELINE 5' WIDE AND VARIABLE (2224874)
- ⊕ RIGHT OF WAY 5' WIDE AND VARIABLE WIDTH
- ⊖ DEDICATED BY RIGHT OF CARRIAGE WAY VARIABLE WIDTH

DIAGRAM
NOT TO SCALE

Surveyor: BENJAMIN JOHN CUMMINGS
Date of Survey: 09/19/10
Surveyor's Plat: 0001715-DP

SUBDIVISION OF
LOT 1 IN DP 1074502,
LOT 20 IN DP 848478
AND
LOT 100 IN DP 869890

L.O.A.: WINGECARRIBEE
Locality: MITTAGONG
Scale: 1:2500
Elevation in meters, Reduction factor 1:2500

Registered:

DP

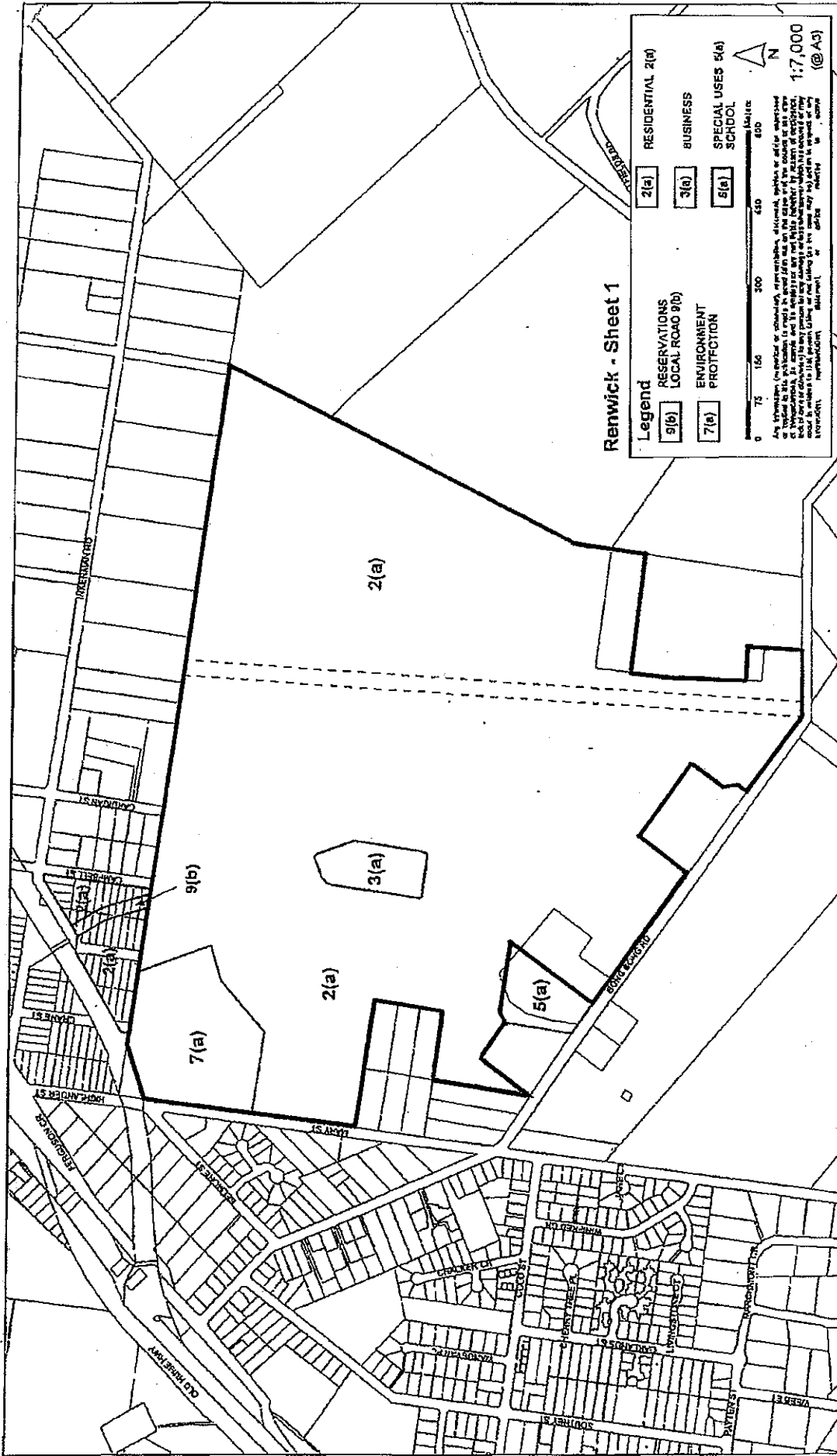
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



Schedule 2

(Clause 1.1)

Land Use Map



ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

WINGECARRIBEE

LOCAL ENVIRONMENTAL PLAN No. 1989

STATEMENT OF RELATIONSHIP WITH OTHER PLANS

Amendment No. 125 to Wingecarribee Local Environmental Plan No. 1989

CERTIFIED IN ACCORDANCE WITH THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979, AND REGULATIONS

General Manager Date

DRAWN BY: R. DUPILLE DATE: 15-03-2007

PLANNING OFFICER: J. SHELTON

CERTIFICATE PLAN NO.

DEPT. FILE NO.

CERTIFICATE ISSUED UNDER SEC. 66 EPA ACT

DATE:



Schedule 3

(Clause 1.1)

The Development

The subdivision of the Land for residential purposes, the development of up to 600 dwellings on the Land, associated infrastructure and associated land uses such as retail, neighbourhood, community, open space and recreation uses.

Schedule 4

(Clause 8)

The Development Contributions

Table

Note: The amounts set out in Column 5 of the following Table may be subjected to variance, recognising both the long-term nature of the project and the need to complete detailed specifications for the Public Works.

Column 1	Column 2	Column 3	Column 4	Column 5	
Item	Public Facility	Form of Contribution	Delivery	Contribution Value	
A- Capital Contributions					
1	Contributions Plan Administration	Administrative costs	Per Final Lot in each Precinct at the rate stated Councils current adopted Contributions Plan Developer Contributions Rates Schedule	\$228,000	
2	Resource Recovery Centre	Public Facility upgrade		\$46,800	
3	Animal Shelter	Public Facility upgrade		\$7,800	
4	Leisure Centre (Lump Sum Payment 1)	Public Facility provision	Monetary contribution	Prior to the release of Subdivision Certificate for 250 th Final Lot or 31 July 2010 whichever is the earlier	\$400,000
5	Leisure Centre (Lump Sum Payment 2)	Public Facility provision	Monetary contribution	Prior to the release of Subdivision Certificate for 325 th Final Lot or 31 July 2011 whichever is the earlier	\$400,000
6	Leisure Centre (Lump Sum Payment 3)	Public Facility provision	Monetary contribution	Prior to the release of Subdivision Certificate for 400 th Final Lot or 31 July 2012 whichever is the earlier	\$400,000
7	Leisure Centre (Lump Sum Payment 4)	Public Facility provision	Monetary contribution	Prior to the release of Subdivision Certificate for 475 th Final Lot or 31 July 2013 whichever is the earlier	\$400,000
8	Leisure Centre (Lump Sum	Public Facility provision	Monetary contribution	Prior to the release of Subdivision Certificate for 550 th Final Lot or 31 July	\$400,000



Column 1	Column 2	Column 3	Column 4	Column 5	
Item	Public Facility	Form of Contribution	Delivery	Contribution Value	
Payment 5)			2014 whichever is the earlier		
B – External Infrastructure					
1	Inkerman Road Upgrade including: Old Hume Hwy Intersection upgrade, Inkerman Road Rail Bridge upgrade, cycleway and new road connection between the rail bridge and Cardigan Street	Road, bridge and pedestrian / cycle connection works	Works in Kind	Prior to the release of the Subdivision Certificate for the last Final Lot created in the Village Precinct & Right turn vehicle movements at the intersection of Inkerman Road and Ferguson Crescent are not to be denied until such time as the proposed Inkerman Road Rail Bridge upgrade and the proposed collector road linking the rail bridge through to Bong Bong Road is completed to Councils satisfaction.	\$2,811,677
2	Bong Bong Road Upgrade	Road and drainage works	Works in Kind	Prior to the release of the Subdivision Certificate for the last Final Lot created in the Island Precinct	\$591,540
3	Mary Street Upgrade	Road and drainage works	Works in Kind	Prior to the release of the Subdivision Certificate for the last Final Lot created in The Wood Precinct	\$106,020
4	Colo Street Upgrade	Road and drainage works	Works in Kind or Monetary Contribution	By agreement between the Parties	\$214,150
5	External Cycleways excluding Inkerman Road & Old Hume Highway	Pedestrian / cycle connection works	Works in Kind or Monetary Contribution	By agreement between the Parties	\$650,000
C – Precinct Infrastructure					
1	Community Centre	Provision of community centre	Works in Kind	Village Precinct	\$950,975
2	Village Green	Provision of open space	Works in Kind	Village Precinct	\$1,395,290



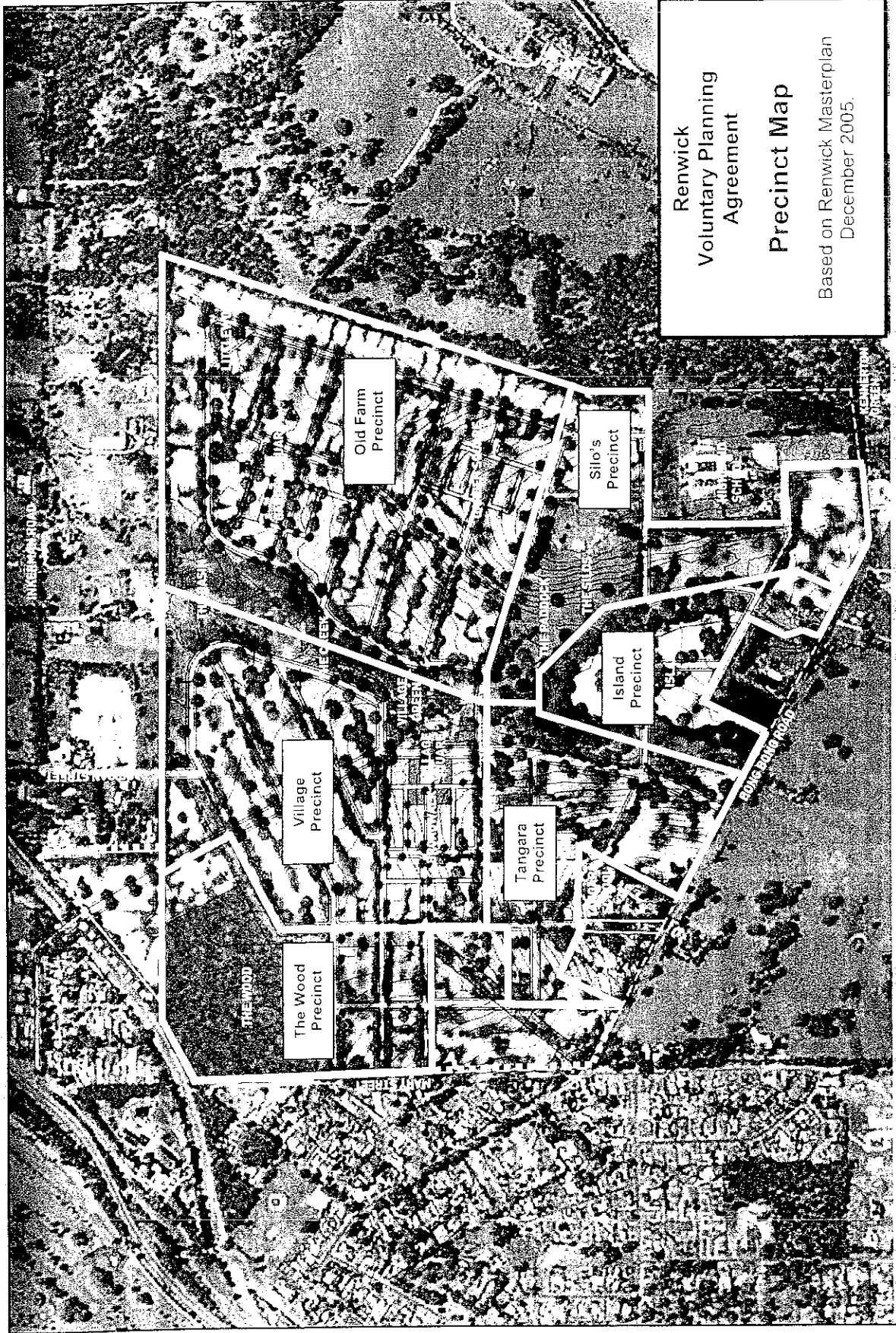
Column 1		Column 2	Column 3	Column 4	Column 5
Item		Public Facility	Form of Contribution	Delivery	Contribution Value
3	Village Square	Provision of infrastructure	Works in Kind	Village Precinct	\$548,400
4	Tangara Park	Provision of open space	Works in Kind	Tangara Precinct	\$494,450
5	Silos Heritage Restoration	Heritage Restoration	Works in Kind	Silos Precinct	\$30,500
6	The Paddock	Provision of open space	Works in Kind	Silos Precinct	\$602,475
7	Detention Basin	Provision of storm water management infrastructure	Works in Kind	Old Farm Precinct	\$243,000
8	Floodway	Provision of stormwater management infrastructure	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$2,396,900
9	Water Quality Management	Provision of water quality management infrastructure	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$1,325,625
10	Internal Cycleways	Cycleway network connection works	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$913,280
11	Bus Stops	Provision of bus stops	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$32,000
12	Short Term Landscape Maintenance	Maintenance funding of open space	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$572,000
Estimated Total Voluntary Planning Agreement Value					\$16,160,882
Estimated Per Lot Voluntary Planning Agreement Value					\$26,934.80



Schedule 5

(Clause 1.1)

Precinct Map



Renwick
Voluntary Planning
Agreement
Precinct Map

Based on Renwick Masterplan
December 2005.

RENWICK VILLAGE PROPOSED MASTERPLAN

Scale: 1:5000
Date: 21/03/06
Project: Renwick Village
Author: GILES TRIBE ARCHITECTS



GILES TRIBE ARCHITECTS
ARCHITECTS & URBAN PLANNERS
177-19 Albert Street, SYDNEY 2022 P: 61 2 9744 5055 F: 61 2 9744 5056 g@tribe.com.au
Giles Tribe Pty Ltd
A/CN 45 529 294 987





Schedule 6

(Clause 28)

Deed of Adoption and Acknowledgment

Parties

Landcom of Level 2, 330 Church Street, Parramatta, New South Wales 2150 (**Developer**)

Wingecarribee Shire Council of Civic Centre, Elizabeth Street, Moss Vale, New South Wales, 2577 (**Council**)

of **##** (**Purchaser**)

Recitals

- A The Developer and the Council are parties to the agreement, under which the Developer is not to sell any of the land the subject of the agreement without entering and procuring the purchaser to enter into a deed in this form.
- B The Developer wishes to sell to the purchaser the Sale Land.

Operative Provisions

1 Interpretation

- 1.1 In this Deed the following definitions apply:

Agreement means the planning agreement dated ## 200## between the Developer and the Council made pursuant to s93F of the *Environmental Planning and Assessment Act 1979*.

Assigned facilities means the facilities which are described in the second schedule to this Deed.

Facilities means the facilities agreed to be provided by the Developer to the Council as described in Schedule 4 to the Agreement.

Sale Land means the land described in the first schedule to this Deed.

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:

1.2.1 Words or expressions defined in the agreement bear the same meaning in this deed.

1.2.2 Words importing the singular include the plural and vice versa.

1.2.3 Words importing a gender include the other gender.



2 Adoption of Agreement by Purchaser

- 2.1 The Purchaser has read the Agreement and agrees to be bound by it in so far as it applies to the Sale Land as if the Purchaser were named as a party to it in the place of the Developer.
- 2.2 In particular, but without limiting the generality of the foregoing, the Purchaser must comply with the provisions of clause 8 of the agreement with respect to the Assigned Facilities to the extent that the Developer has not done so at the date of this deed.
- 2.3 Nothing in this deed affects the rights or liabilities of the Developer under the Agreement in relation to any matter other than the obligation to provide the Assigned Facilities.

3 Conditions of Consent for Sale Land

- 3.1 The Purchaser acknowledges and agrees that the Council will require, as a condition of any development consent with respect to the whole or part of the Sale Land, that the Agreement be complied with as regard to the land the subject of that consent.

Schedule 1

The Sale Land

##

Schedule 2

The Assigned Facilities

##



Execution

Dated:

Executed as a Deed:

On behalf of Landcom:

Signed by me,

as delegate of **Landcom** and I hereby
declare that I have no notice of the
revocation of such delegation,

in the presence of

Name of witness (print)

Signature of Witness

On behalf of the Council:

The Seal of the Wingecarribee Shire)
Council was hereunto affixed pursuant to a)
resolution of the Council in the presence)
of:)
)

General Manager

Mayor



On behalf of the Purchaser:

Signed for # in accordance with s127 of
the *Corporations Act 2001*: (Cth):

Director

Company Secretary

Name of Officer

Name of Officer



Schedule 7

(Clause 26)

Contact for Notices

Council

Attention: ##
Address: Civic Centre, Elizabeth Street, Moss Vale, NSW, 2577
PO Box 141, Moss Vale, NSW, 2577
Fax Number: 02 4869 1203
Email: ## @wsc.nsw.gov.au

Developer

Attention: ##
Address: Level 2, 330 Church Street, Parramatta, NSW, 2150
PO Box 237, Parramatta, NSW, 2124
Fax Number: 02 9841 8688
Email: ## @landcom.nsw.gov.au



Schedule 8

(Clause 1.1)

Particulars of External Infrastructure & Precinct Infrastructure

**Renwick
Voluntary Planning Agreement
B - External Infrastructure
Road & Bridge Upgrades**

Items B1 to B4

Road & Bridge Upgrades

**New Bus Stop on
Inkerman Road
(Item B1)**

**Inkerman Rd - Old Hume Hwy Intersection
Realignment of the intersection of the Old
Hume Highway and Inkerman Road
including traffic signals and the eventual
closure of right turn movements between
Inkerman Road and Ferguson Crescent.
(Item B1)**

**Bus Stop relocation
Old Hume Highway
(Item B1)**

**Mary St Upgrade
Sealing of Mary St between Bong
Bong Rd and Belmore St with
localised drainage works
(Item B3)**

**Inkerman Rd Widening
Widening to two 3.5m wide trafficable lanes and
2.75m wide parking lanes, kerb and gutter on both
sides of the street, pit and pipe drainage,
undergrounding of electricity lines and 8.5m
radius roundabout at Crane St
(Item B1)**






**Inkerman Road Rail Bridge
Widening and realignment to
include two 4m trafficable lanes,
and two 2.5m wide paths on both
sides of the bridge
(Item B1)**

**New road between bridge and
Cardigan St
New road connection between
Inkerman Road West and Inkerman
Road East. Pedestrian and cycle
access between the bridge and Bold
St will be maintained.
(Item B1)**

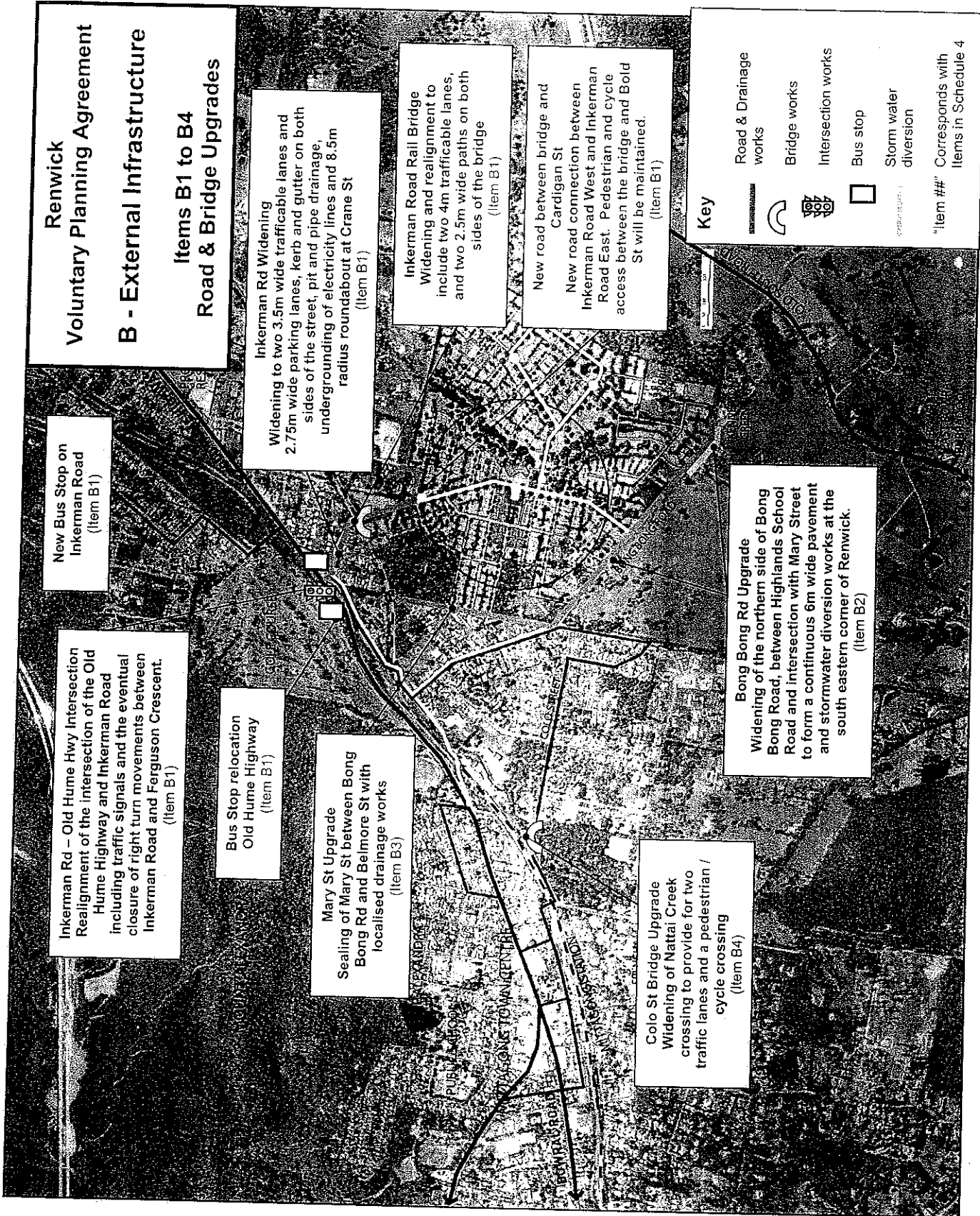
**Colo St Bridge Upgrade
Widening of Nattai Creek
crossing to provide for two
traffic lanes and a pedestrian /
cycle crossing
(Item B4)**

**Bong Bong Rd Upgrade
Widening of the northern side of Bong
Bong Road, between Highlands School
Road and intersection with Mary Street
to form a continuous 6m wide pavement
and stormwater diversion works at the
south eastern corner of Renwick.
(Item B2)**

Key

-  Road & Drainage works
-  Bridge works
-  Intersection works
-  Bus stop
-  Storm water diversion

"Item ##" Corresponds with
Items in Schedule 4



Renwick Voluntary Planning Agreement

B - External Infrastructure

Items B1 & B5 External Cycleways

2m cycleway connecting the Willow Vale cycleway at Swan St and Inkerman Rd at new traffic signals (Item B1)

Existing Willow Vale Cycleway

Monetary contribution for a 1.5m Bong Bong Rd footpath connection between Mary St & Southy St (Item B5)







2m cycleway connection between Old Hume Highway and Renwick (Item B1)

2m cycleway connection between Renwick and Southy St with pedestrian refuges along Bong Bong Rd, Mary St and Colo St (Item B5)

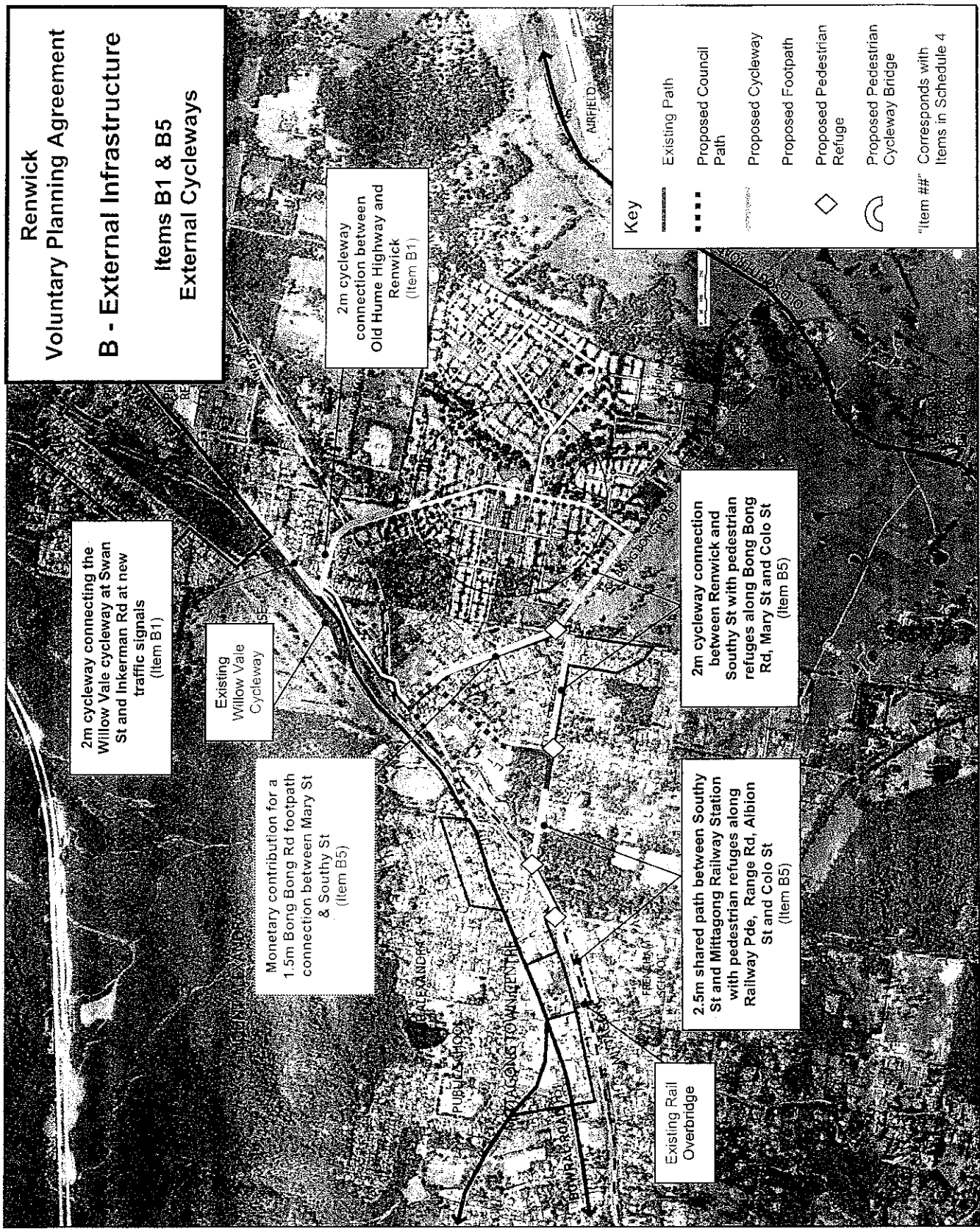
2.5m shared path between Southy St and Mittagong Railway Station with pedestrian refuges along Railway Pde, Range Rd, Albion St and Colo St (Item B5)

Existing Rail Overbridge

Key

-  Existing Path
-  Proposed Council Path
-  Proposed Cycleway
-  Proposed Footpath
-  Proposed Pedestrian Refuge
-  Proposed Pedestrian Cycleway Bridge

"Item ##" Corresponds with Items in Schedule 4



**Renwick
Voluntary Planning Agreement
C - Precinct Infrastructure
Items C1 to C6
Community Facilities & Open Space**

Note: Public Art
Integrated into public open spaces, in consultation with community, reflecting cultural and heritage aspects of Renwick & Southern Highlands

Village Green
Equal Access Playground, Picnic & BBQ area and facilities and water feature (Item C2)

Community Centre Multi-purpose community building located in the Village Centre (Item C1)

Village Square
Paved civic space in Village Centre (Item C3)

Restoration and adaptive re-use of the old brick and concrete farm silos (Item C5)

Tangara Park
Equal Access Playground adjacent to the Tangara School (Item C4)

The Paddock
Open native grassland, scattered trees, space for informal recreation & games adjacent to The Silo's passive recreation area, BBQ facilities and formal landscaping (Item C6)

Key

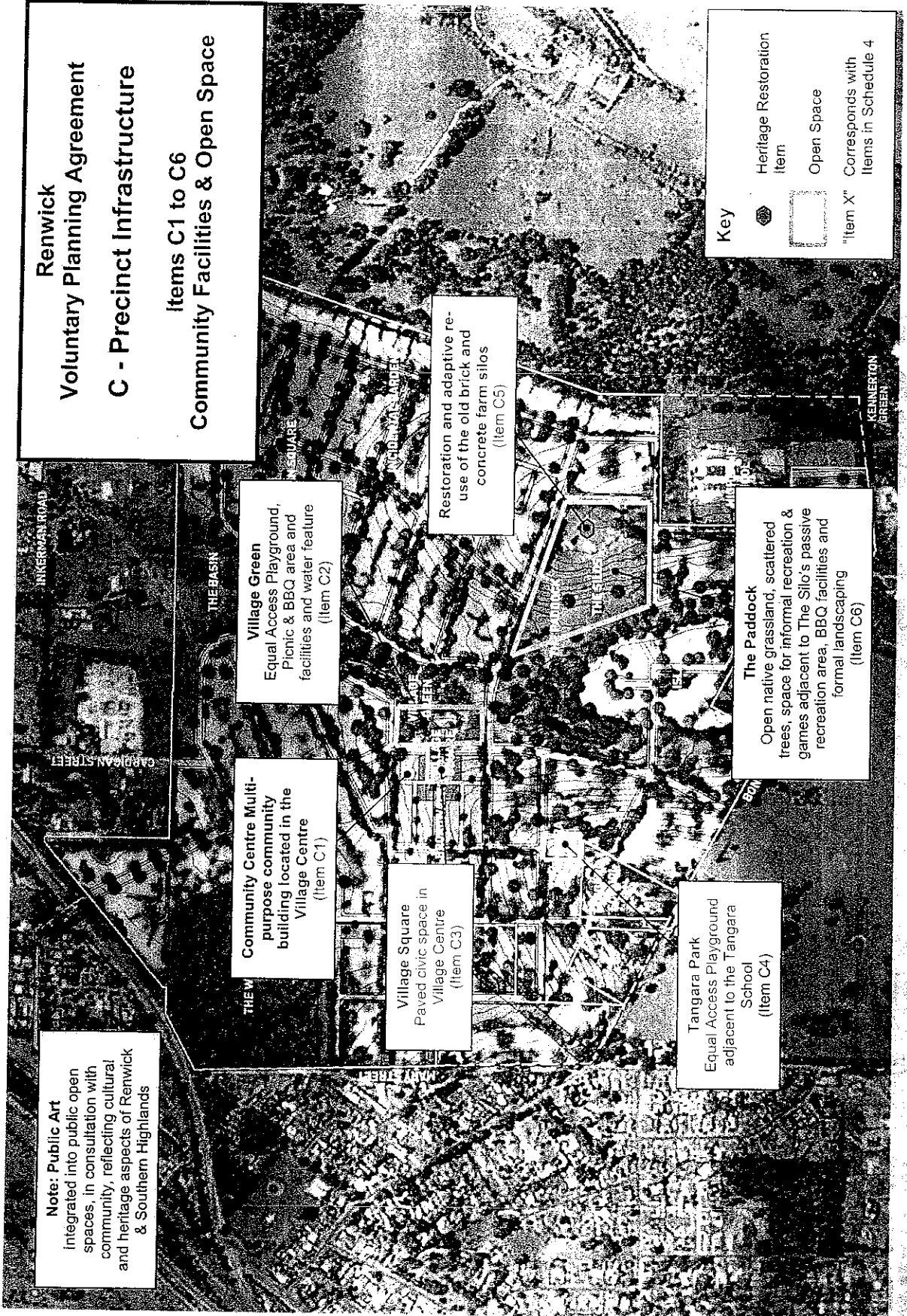
- Heritage Restoration Item
- Open Space
- "Item X" Corresponds with Items in Schedule 4



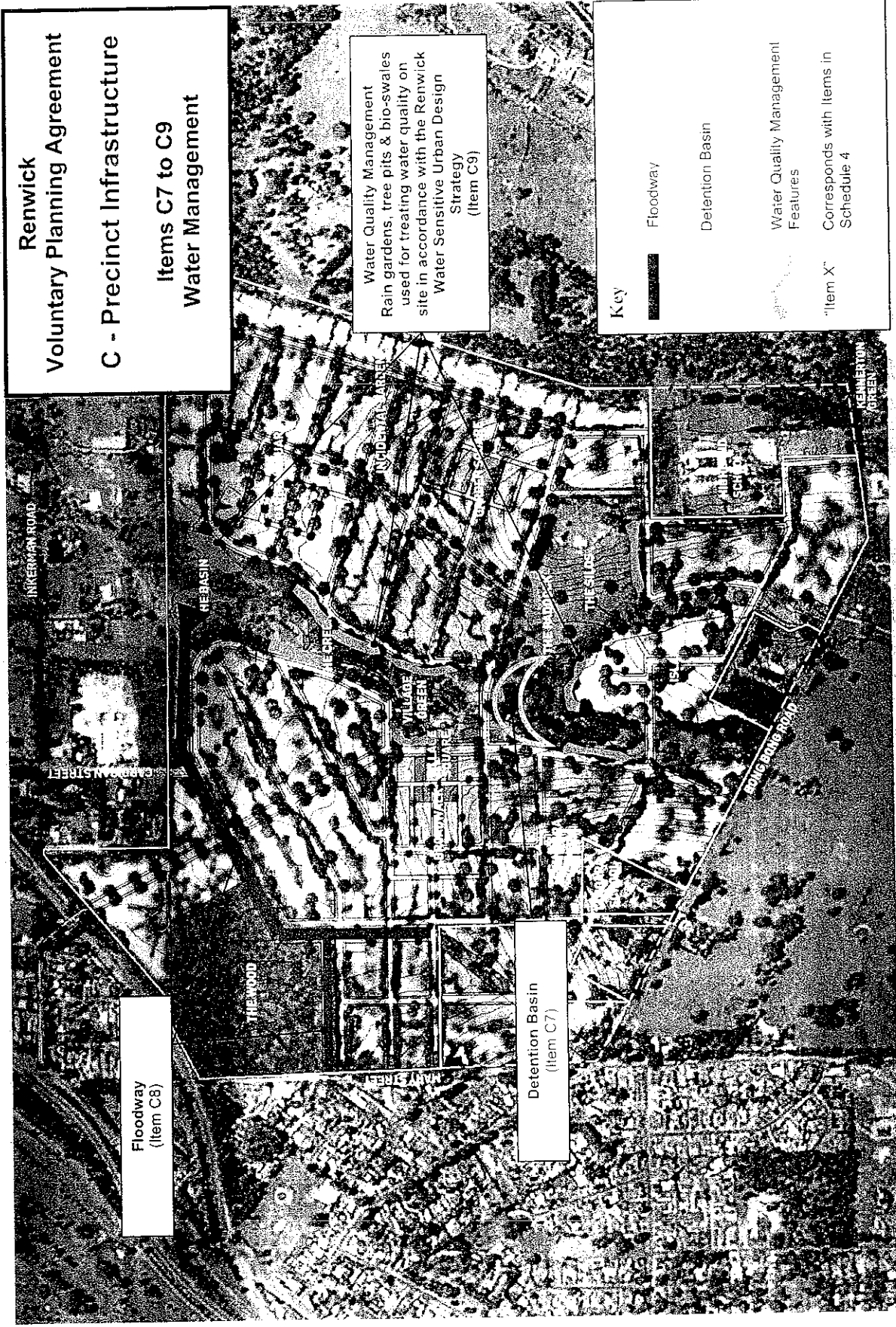
GILES TRIBE ARCHITECTS
ARCHITECTS & URBAN PLANNERS
11-17 Apexia Street, 2106 NSW, PO BOX 908, F417 214 NSW
www.giles-tribe.com.au

RENWICK VILLAGE PROPOSED MASTERPLAN

Scale: 1:1000
0 50 100 200 300



**Renwick
Voluntary Planning Agreement
C - Precinct Infrastructure
Items C7 to C9
Water Management**



Floodway
(Item C8)

Detention Basin
(Item C7)

Water Quality Management
Rain gardens, tree pits & bio-swales
used for treating water quality on
site in accordance with the Renwick
site in accordance with the Renwick
Water Sensitive Urban Design
Strategy
(Item C9)

Key

- Floodway
- Detention Basin
- Water Quality Management Features
- "Item X" Corresponds with Items in Schedule 4

RENWICK VILLAGE PROPOSED MASTERPLAN

GILES TRIBE ARCHITECTS
ARCHITECTS & URBAN PLANNERS
17 Yalanda Street, Stirling, VIC 3116
Phone: 03 9412 1000 Fax: 03 9412 1001
www.gilestribe.com.au



Drawn by: 06032
Date: 21.03.06
Project: A